REQUEST FOR SEALED BIDS
FOR ANNUAL
CITYWIDE MEDIAN ISLAND MAINTENANCE SERVICES
FY 2017-2020

Due Date: May 31, 2017 10:00 A.M.

Addressed to: City of Goleta
City Clerk’s Office
130 Cremona Drive, Suite B
Goleta, CA 93117

Mark Envelope: “Sealed Bid: Annual Citywide Median Island Maintenance Services FY 2017-2020. Do not open with regular mail”
ANNUAL CITYWIDE MEDIAN ISLAND MAINTENANCE SERVICES FY 2017-2020

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MEDIAN ISLAND LOCATIONS:
The locations are as follows:

<table>
<thead>
<tr>
<th>Location</th>
<th>Irrigated</th>
<th>Area (Sq. Ft.)</th>
<th>Type</th>
<th>COLOR CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calle Real Road 585 feet w/o Kingston Avenue</td>
<td></td>
<td>2380</td>
<td>Improved Landscape</td>
<td></td>
</tr>
<tr>
<td>Calle Real Road e/o Kellogg Avenue</td>
<td>Yes</td>
<td>9164</td>
<td>Improved Landscape</td>
<td></td>
</tr>
<tr>
<td>Calle Real Road from Maravilla to Patterson</td>
<td>Yes</td>
<td>3896</td>
<td>Improved Landscape</td>
<td></td>
</tr>
<tr>
<td>Calle Real Road w/o Winchester Canyon Road</td>
<td></td>
<td>1640</td>
<td>Concrete Median</td>
<td></td>
</tr>
<tr>
<td>Calle Real w/o Fairview</td>
<td>Yes</td>
<td>1100</td>
<td>Improved Landscape</td>
<td></td>
</tr>
<tr>
<td>Calle Real, e/o Los Carneros</td>
<td></td>
<td>200</td>
<td>Improved Landscape</td>
<td></td>
</tr>
<tr>
<td>Cathedral Oaks Road e/o Arundel Drive</td>
<td>Yes</td>
<td>4210</td>
<td>Improved Landscape</td>
<td></td>
</tr>
<tr>
<td>Cathedral Oaks Road e/o Brandon Drive</td>
<td></td>
<td>1900</td>
<td>Improved Landscape</td>
<td></td>
</tr>
<tr>
<td>Cathedral Oaks Road e/o Fairview Avenue</td>
<td>Yes</td>
<td>7200</td>
<td>Improved Landscape</td>
<td></td>
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<tr>
<td>Cathedral Oaks Road w/o Arundel Road</td>
<td>Yes</td>
<td>9790</td>
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<tr>
<td>Cathedral Oaks Road w/o Brandon Drive</td>
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<td>8750</td>
<td>Improved Landscape</td>
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</tr>
<tr>
<td>Cathedral Oaks Road w/o Fairview Avenue</td>
<td>Yes</td>
<td>24630</td>
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<td></td>
</tr>
<tr>
<td>Fairview Avenue 330 ft. s/o Calle Real Road</td>
<td></td>
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</tr>
<tr>
<td>Fairview Avenue n/o Cathedral Oaks Road</td>
<td>Yes</td>
<td>5610</td>
<td>Improved Landscape</td>
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<tr>
<td>Fairview Avenue n/o Stow Canyon Road</td>
<td>Yes</td>
<td>8170</td>
<td>Improved Landscape</td>
<td></td>
</tr>
<tr>
<td>Fairview Avenue s/o Stow Canyon Road</td>
<td>Yes</td>
<td>4600</td>
<td>Improved Landscape</td>
<td></td>
</tr>
<tr>
<td>Glen Annie n/o Calle Real Road</td>
<td></td>
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<td>Concrete Median</td>
<td></td>
</tr>
<tr>
<td>Hollister Ave w/o Las Armas Rd</td>
<td>Yes</td>
<td>8650</td>
<td>Improved Landscape</td>
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</tr>
<tr>
<td>Hollister Avenue e/o Cannon Green Drive</td>
<td></td>
<td>5370</td>
<td>Concrete Median</td>
<td></td>
</tr>
<tr>
<td>Hollister Avenue e/o Fairview Avenue</td>
<td></td>
<td>1160</td>
<td>Improved Landscape</td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td>Irrigated</td>
<td>Area (Sq. Ft.)</td>
<td>Type</td>
<td>COLOR CODE</td>
</tr>
<tr>
<td>---------------------------------------------------</td>
<td>-----------</td>
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<td>-----------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Hollister Avenue e/o Kellogg Avenue</td>
<td></td>
<td>8380</td>
<td>Improved Landscape</td>
<td></td>
</tr>
<tr>
<td>Hollister Avenue e/o Lowell Way</td>
<td></td>
<td>2960</td>
<td>Concrete Median</td>
<td></td>
</tr>
<tr>
<td>Hollister Avenue e/o Pacific Oaks Road</td>
<td></td>
<td>2760</td>
<td>Concrete Median</td>
<td></td>
</tr>
<tr>
<td>Hollister Avenue e/o Patterson</td>
<td>Yes</td>
<td>1090</td>
<td>Improved Landscape</td>
<td></td>
</tr>
<tr>
<td>Hollister Avenue e/o Storke Road</td>
<td></td>
<td>2850</td>
<td>Improved Landscape</td>
<td></td>
</tr>
<tr>
<td>Hollister Avenue w/o Cannon Green Drive</td>
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<td>6060</td>
<td>Improved Landscape</td>
<td></td>
</tr>
<tr>
<td>Hollister Avenue w/o Kellogg Avenue</td>
<td></td>
<td>5050</td>
<td>Improved Landscape</td>
<td></td>
</tr>
<tr>
<td>Hollister Avenue w/o Kinman</td>
<td>Yes</td>
<td>400</td>
<td>Improved Landscape</td>
<td></td>
</tr>
<tr>
<td>Hollister Avenue w/o Pacific Oaks Road</td>
<td></td>
<td>2530</td>
<td>Improved Landscape</td>
<td></td>
</tr>
<tr>
<td>Hollister Avenue w/o St Josephs Street</td>
<td></td>
<td>2890</td>
<td>Unimproved</td>
<td></td>
</tr>
<tr>
<td>Los Carneros at Calle Real (Roundabout, islands &amp; parkways)</td>
<td>Yes</td>
<td>13655</td>
<td>Improved Landscape</td>
<td></td>
</tr>
<tr>
<td>Los Carneros Rd between Cremona and Calle Koral</td>
<td></td>
<td>10580</td>
<td>Concrete Median</td>
<td></td>
</tr>
<tr>
<td>Los Carneros Rd, between Castilian Dr &amp; Cremona Dr.</td>
<td></td>
<td>9970</td>
<td>Concrete Median</td>
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</tr>
<tr>
<td>Los Carneros Road just n/o Hollister Ave.</td>
<td></td>
<td>3450</td>
<td>Concrete Median</td>
<td></td>
</tr>
<tr>
<td>Los Carneros Way, n/o Hollister Ave</td>
<td></td>
<td>1480</td>
<td>Concrete Median</td>
<td></td>
</tr>
<tr>
<td>Los Carneros Way, s/o Calle Koral (2 islands)</td>
<td>Yes</td>
<td>7310</td>
<td>Improved Landscape</td>
<td></td>
</tr>
<tr>
<td>Patterson Avenue n/o Hollister Avenue</td>
<td>Yes</td>
<td>4000</td>
<td>Improved Landscape</td>
<td></td>
</tr>
<tr>
<td>Patterson avenue s/o Hollister</td>
<td>Yes</td>
<td>3280</td>
<td>Improved Landscape</td>
<td></td>
</tr>
<tr>
<td>St. Charles Place s/o Calle Real</td>
<td></td>
<td>1260</td>
<td>Improved Landscape</td>
<td></td>
</tr>
<tr>
<td>Storke Road between Whittier Drive and Phelps Road</td>
<td>Yes</td>
<td>11420</td>
<td>Improved Landscape</td>
<td></td>
</tr>
<tr>
<td>Storke Road between Willowgrove Dr and Whittier Dr</td>
<td>Yes</td>
<td>10740</td>
<td>Improved Landscape</td>
<td></td>
</tr>
<tr>
<td>Storke Road n/o Hollister Avenue</td>
<td></td>
<td>3920</td>
<td>Concrete Median</td>
<td></td>
</tr>
<tr>
<td>Storke Road n/o Phelps</td>
<td>Yes</td>
<td>1807</td>
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</tr>
<tr>
<td>Storke Road s/o Willowgrove Drive</td>
<td>Yes</td>
<td>1114</td>
<td>Improved Landscape</td>
<td></td>
</tr>
</tbody>
</table>

Legend: Improved (planted) Median ❁❁❁ Unimproved Medians (dirt) ❁❁ Concrete or A/C Median ❁

Unit prices herein will apply for a 36-month period beginning with award of the bid. The City may call upon Contractor during the 36-month period for as-needed maintenance at the proposed rates. Annual cost of living adjustments based of the local CPI can be requested before the beginning of each Fiscal Year (July 1).
NOTICE INVITING SEALED BIDS
FOR ANNUAL CITYWIDE MEDIAN ISLAND MAINTENANCE SERVICES FY 2017-2020
IN THE CITY OF GOLETA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Goleta as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, City of Goleta, 130 Cremona Drive, Suite B, Goleta, California 93117 up to the hour of 10:00 a.m. on Wednesday, May 31st, 2017 at which time they will be publicly opened.

Copies of the Specifications and Contract Documents are available free online at ebidboard.com, or hard copy from the City of Goleta, 130 Cremona Drive, Suite B, Goleta, California 93117 upon payment of a $20.00 non-refundable fee if picked up, or payment of a $30.00 non-refundable fee if mailed USPS Priority flat rate mail.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rate 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 AGENCY hereby affirmatively ensures that all business enterprises will be afforded full opportunity to submit bids 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.

In entering into a public works contract, or a sub-contract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or sub-contractor, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. sections 15 et seq.) or under the Cartwright Act of the Business and Professions Code sections 16700 et seq.), arising from purchases of goods, services, or materials pursuant to the public works contract or the sub-contract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

Bids must be prepared on the approved Bid forms in conformance with the Instructions to Bidders, and submitted in a sealed envelope plainly marked on the outside, “Sealed Bid: Annual Citywide Median Island Maintenance Services FY 2017-2020. Do not open with regular mail”

The bid must be accompanied by certified or cashier’s check, or bidder’s bond, made payable to the AGENCY for an amount no less than ten percent of the amount bid.

The contract will not be awarded to a Contractor who is not licensed in accordance with the provisions of the Business and Professions Code at the time that the bid is submitted.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of forty-five (45) 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

Published:
ebidboard.com
www.cityofgoleta.org
INSTRUCTIONS TO BIDDERS

The City of Goleta (AGENCY) is issuing this Request for Bids (RFB) to identify qualified landscape maintenance firms to provide Maintenance Services for improved, hardscaped, and unimproved medians and other service areas in the streets and public rights of way within the City. The following information is provided to assist you in preparing and submitting your bid.

BID FORMS

Bids shall be submitted in writing on the Bid forms attached herein. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY 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 payable to the AGENCY in the amount not less than ten percent of the total amount bid. 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, the bid guarantee shall be forfeited to the AGENCY. The bid guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

DELIVERY OF BID

Bids shall be enclosed in a sealed envelope plainly marked on the outside, “SEALED BID: ANNUAL CITYWIDE MEDIAN ISLAND MAINTENANCE SERVICES FY 2017-2020. DO NOT OPEN WITH REGULAR MAIL” Bids may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the bid to the hands of the AGENCY's designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late bids will not be considered.

WITHDRAWAL OF BIDS

A bid may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the AGENCY's designated official prior to the bid opening hour stipulated in the Notice Inviting 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.

IRREGULAR BIDS

Unauthorized conditions, limitations, or provisions attached to a bid will render it irregular and may cause its rejection. The completed Bid forms shall be without interlineation, alterations, or erasures. Alternative bids will not be considered unless specifically requested. No oral, telegraphic, or telephonic bid, modification, or withdrawal will be considered.
TAXES

No mention shall be made in the bid 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 BIDDERS

In the event that any bidder acting as a prime Contractor has an interest in more than one bid, all such bids will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal bid as a prime Contractor.

No bid will be accepted from 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, and other 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 other contract documents shall be called to the attention of the AGENCY and clarified prior to the submission of bids.

LEGAL RESPONSIBILITIES

All bids must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a bid 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 Specifications, and other contract documents, and to full compliance therewith.

AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the AGENCY. Additionally, the AGENCY reserves the right to reject any or all bids, to waive any irregularity, and to take the bids under advisement for a period of forty-five (45) days, all as may be required to provide the best interests of the AGENCY. 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.
TO THE CITY OF GOLETA, as AGENCY:

In accordance with the AGENCY’S Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this bid is based upon careful examination of the work site, Specifications, Instructions to Bidders, and all other contract documents. If this bid is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this bid.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER’s default in executing the required contract and filing the necessary bonds and certificates (including Endorsement Form 20-10-11-85 – Additional Insured) WITHIN TEN DAYS, not including Saturdays, Sundays and legal holidays, after the AGENCY has mailed notice of the award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY's option, be considered null and void.

Inquiries

All inquiries must be by email. Only the following individuals may be contacted during the procurement process:

Questions Pertaining to Scope of Work:
Name: Bob Morgenstern, Public Works Manager
Email address: rmorgenstern@cityofgoleta.org
SCOPE OF SERVICES

CONTRACTOR’S RESPONSIBILITIES

This specification establishes the standards for the maintenance of the landscaped medians, parkways and City owned right-of-way from the edge of pavement to end of the right-of-way within the City of Goleta. This shall include but not be limited to shoulder maintenance, mowing, weed abatement (including those in curb and gutters, sidewalks and medians), tree well maintenance, shrub trimming to insure sight distance at intersections and spraying. 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 medians, parkways and right-of-ways.

The quality of landscape maintenance shall continue to be evaluated for satisfactory progress. The Contractor's prime responsibility shall be to integrate innovative and progressive elements of high landscape maintenance standards 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. Contractor shall 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 Project Manager in advance of scheduling the following activities: aeration, dethatching, insecticide/herbicide application, irrigation checks, and application of all fertilization of trees, shrubs, ground cover and turf.

1. **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.

   a. Name of authorized representative at the job site.

   b. Address, telephone number, fax number, pager number and mobile telephone number where the above person can be reached 24 hours a day.
c. 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.

d. Address, telephone number, fax number, pager number and mobile telephone of the Contractor's main office and the name and telephone number of the person at that office familiar with the project.

2. Submittals - The Contractor shall provide the following:

a. Monthly Records - shall be submitted as required by law. The Contractor shall submit to the County Agricultural Commissioner's office, a monthly record of all disease control, insecticides, pesticides and herbicides used on the project. A copy shall be provided to the City.

b. Work Schedule - Contractor shall provide a detailed work plan and schedule for each month to the Public Works Manager. This work plan is to be submitted on or before the end of the third week of the preceding month, and shall include days/time locations and other pertinent details of the contractors planned operations.

3. Trash Collection and Trash Disposal - 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 project areas shall be collected on a weekly basis. All paper, trash, cans, bottles, etc., may not be dumped on site in a public trash receptacle, but should 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 legally disposed of off-site the same day the landscape debris is accumulated.

4. Road Side Signs - All trees, shrubs, ground cover, etc. shall be kept trimmed as necessary to keep all signs clearly visible to traffic at all times.

5. Equipment and Labor - The Contractor shall at all times furnish and maintain sufficient labor and equipment as necessary to perform the work of this contract. The equipment shall be subject to the inspection and approval of the City's representative.

6. Responsibilities - Contractor shall assume responsibility for use of all chemical controls. Chemical controls shall include the necessary use of herbicides and plant growth regulations. Pests may be controlled by mechanical means as well as chemical.
Extreme caution shall be used when spraying insecticides, pesticides and fungicides. Spraying shall be done only when there is no wind. Contractor shall notify the City prior to spraying any insecticides, pesticides or fungicides.

Contractor shall also file all required reports with the appropriate state and county agencies. A copy of each submitted report shall accompany each monthly progress payment request, if requested by City representative. All Material Safety Data Sheets (MSDS) shall be kept on the spray vehicles or with the person who is spraying the chemicals.

7. **Standards of Performance** - All other portions of these specifications notwithstanding, it is agreed that the intent of this maintenance contract is to provide a level of maintenance that shall present a pleasing and desirable appearance at all times. The Contractor shall provide the City representative a copy of all work records and receipts of materials used on work sites covered by this contract, upon request by City.

8. **Inquiries**

All inquiries must be by email. Only the following individuals may be contacted during the procurement process:

**Questions Pertaining to Scope of Work:**
Name: Bob Morgenstern, Public Works Manager
Email address: rmorgenstern@cityofgoleta.org
**BID SCHEDULE**

For all services described below, unless excluded by the City in description of services below, the City shall consider unit prices below to include all labor, equipment, fees of any kind, overhead, insurance, fuel, materials, surcharges, disposal fees, and any other costs associated with and necessary for the Bidder to perform such service. No qualifications, exemptions, or alterations of services described below shall be allowed. Failure to comply shall result in disqualification of bid.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Item Description</th>
<th>Frequency</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Monthly Unit Price</th>
<th>Total Annual Price</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Landscaped Medians</td>
<td>Monthly</td>
<td>32</td>
<td>Each</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Unimproved Medians</td>
<td>Monthly</td>
<td>1</td>
<td>Each</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3</td>
<td>Concrete Medians</td>
<td>Monthly</td>
<td>11</td>
<td>Each</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>4</td>
<td>Parkway/Shoulders</td>
<td>Monthly</td>
<td>7085</td>
<td>SF</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Extra Work</td>
<td></td>
<td></td>
<td></td>
<td>$5,000</td>
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<td></td>
</tr>
</tbody>
</table>

| TOTAL ANNUAL AMOUNT BID: | |

$\text{TOTAL ANNUAL AMOUNT BID IN FIGURES}$

$\text{TOTAL ANNUAL AMOUNT BID IN WORDS}$

*In the event of an inconsistency in the total bid amount in figures and the total bid amount in words, the amount in words shall prevail. In the event of an error in the mathematical calculations, the mathematically correct amount shall prevail.*
The City is considering moving away from using glyphosate and would like the contractor to bid on herbicide/pesticide free median maintenance.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Item Description</th>
<th>Frequency</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Monthly Unit Price</th>
<th>Total Annual Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Landscaped Medians</td>
<td>Monthly</td>
<td>32</td>
<td>Each</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Unimproved Medians</td>
<td>Monthly</td>
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<td>Each</td>
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<td>3</td>
<td>Concrete Medians</td>
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<td>4</td>
<td>Parkway/Shoulders</td>
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<td>SF</td>
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<td>5</td>
<td>Extra Work</td>
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<td>$5,000</td>
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**TOTAL ANNUAL AMOUNT BID:**

$  

**TOTAL ANNUAL AMOUNT BID IN FIGURES**

$  

**TOTAL ANNUAL AMOUNT BID IN WORDS**

In the event of an inconsistency in the total bid amount in figures and the total bid amount in words, the amount in words shall prevail. In the event of an error in the mathematical calculations, the mathematically correct amount shall prevail.

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform stated services at the Unit Prices specified for duration of the term of the awarded contract.

**CONTRACTOR**

<table>
<thead>
<tr>
<th>Company Name of Bidder</th>
<th>Email Address</th>
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Authorized Signature   Date

Print Name               Title

Social Security or Taxpayer ID Number
### 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, Phone # of Subs, Suppliers and Vendors</th>
<th>Type of Work, Materials, or Equipment (be Specific)</th>
<th>Contractor’s License #</th>
<th>Percent of Contract</th>
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Note: Additional sheets may be attached.
GENERAL MAINTENANCE & CARE PROCEDURES

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 (Attachment C).

2. Monthly Maintenance - The Contractor shall 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 sprinkler and other mechanical systems to check for proper operational condition and reliability.

3. Materials - All landscape and irrigation materials used shall conform to Section 212 of the Standard Specifications for Public Works Construction (SSPWC), and subsequent change orders, or as approved in writing by the City. The original project specifications are available at City Hall.

   All materials shall be provided by the Contractor and shall be the best quality available. Commercial fertilizers, insecticides, pesticides, fungicides and herbicides shall bear the manufacturer's label and guaranteed analysis.

4. Plant Material Replacement - Following acceptance of project areas, 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 their employees' negligence through improper use of insecticides, herbicides, watering, failure to control rodents and insects or improper use of equipment.

   Plant materials which must be replaced due to vandalism shall be replaced at the expense of the City. Contractor must notify the City in writing within four days of the loss of plant material due to any cause. Contractor shall replace damaged plant materials only upon receiving prior 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 new plants (replacement) are on site for immediate replacement.

5. Drainage - All surface drainage devices such as concrete gutters, "V" ditches, bench drains, swales, etc., shall be routinely inspected and kept free of all debris, vegetation, soil, etc., which would preclude proper, intended functioning.

   All underground landscape drainage devices shall be routinely inspected and flushed of all foreign matter to maintain their function. All eroded areas shall be repaired by the replacement of top soil to bring them back to original grade as required.
6. Weed Control

a. Requirements - The City is committed to an Integrated Pest Management Program. Contractor shall notify the Public Works Manager and receive approval prior to spraying any herbicide. All spraying shall be done at times when there is no wind. Spraying shall be done with extreme care to avoid all hazards to any person in the area or adjacent areas, or any property damage. The use of any chemicals for weed control shall be performed by a State Licensed Pest Control Operator who shall follow all guidelines governing his license. All chemicals shall be applied in accordance with the labeled directions and the regulations of the State Agricultural Department. In no case shall extremely toxic materials such as arsenals, parathion, TEPP, dieldrin, etc., be permitted.

Weeds may be controlled with pre-emergent herbicides, post-emergent herbicides and/or by hand pulling.

The Contractor shall be responsible for providing a continuous weeding program for all project areas. Weeding shall be done as needed to maintain overall appearance and shall include "any undesirable or misplaced plant". Weeds are to be controlled before they reach a height of 18". In addition, all walls, fences and other structures that do not have cultivated beds adjacent thereto shall be sprayed for weed control. If required, mowing shall be used.

b. Shrubs - Weeds shall be removed from beds regularly, chemically or manually. Bermuda grass and other noxious weeds shall not be allowed to become established.

c. Ground Cover - Weeds shall be removed completely, on a regular basis, chemically or manually, no less than once a week.

d. Open Parkways & City Owned Right-of-Way - All unimproved parkways, areas where there are not existing landscape improvements, shall be maintained for weeds using a pre-emergent herbicide. If weeds do begin to grow, a post-emergent herbicide or hand pulling shall be used immediately to eradicate the weeds.

7. 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 Manager prior to starting work:
1. Work schedule per section 2.1b above; and

2. Proposed lane/safety closures including placement of cones, signs, barricades, and other traffic control devices in accordance with the California Manual of Uniform Traffic Control Devices (MUTCD) and the Work Area Traffic Control Handbook (WATCH) latest versions.

9. **RODENT CONTROL**

1. **General** - When rodent infestation becomes evident, the Contractor shall at once proceed to exterminate the rodents by poisoning, gassing, trapping or other appropriate means. Rodent control shall be done under the direct supervision of a State Licensed Pest Control Operator who shall follow guidelines governing his license. All dead rodents shall be properly disposed of off-site.

2. **Poisoning** - To poison rodents, use a grain treated with an anti-coagulant substance placed in bait stations. Bait must be checked weekly and made available at all times. Six or seven consecutive feedings are usually necessary.

3. **Trapping** - Trapping may be done in any season by the use of an approved rodent trap.

4. **Fumigation** - There are several types of toxic gasses available of which some require a special permit from the County Agricultural Commissioner. Fumigation is most effective in the spring when soil moisture is high. Fumigation is not effective during periods of hibernation or aestivation since the burrows are plugged with soil.

5. **Area Repair** - Following rodent extermination, damaged areas shall be filled and restored to a level surface and replanted as before.

**INSECT, DISEASE AND PEST CONTROL**

1. **Inspection and Control Measures** - The Contractor shall regularly inspect all landscaped areas for the presence of disease, insect or rodent infestation. The Contractor shall advise the City within four days if disease, insect or rodent infestation is found; and shall identify the disease, insect or rodent and specify control measures to be taken using legally approved materials and methods. Upon written approval of the City, the Contractor shall implement the approved control measures. The use of all chemicals for insect and disease control shall be performed by a Licensed Pest Control Operator who shall follow all guidelines governing his license.

2. The Contractor shall provide complete and continuous control of all plant pests or diseases; and shall select and supply proper materials and personnel to comply with all City, County, State or Federal Regulations or laws.

3. 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 of the Contractor.

4. **Responsibilities** - Contractor shall assume responsibility for use of all chemical
controls. Chemical controls shall include the necessary use of herbicides and plant
growth regulations. Pests may be controlled by mechanical means as well as
chemical.

5. Extreme caution shall be used when spraying insecticides and fungicides. Spraying
shall be done only when there is no wind. Contractor shall obtain City approval
prior to spraying any insecticides or fungicides.

6. Contractor shall also file all required reports with the appropriate state and county
agencies. A copy of each submitted report shall accompany each monthly progress
payment request.

### A. Irrigation Systems Repair

1. **General** - The Contractor shall receive all irrigation systems in a sound working
order at the beginning of the contract. If 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 made at no cost to the Contractor. 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.

2. **Irrigation Repair and Operation** - The Contractor shall be responsible for all
repairs to the irrigation system. Vandalism, accidental breakage by others, or acts of
God, are conditions under which the Contractor is not directly responsible and repairs
shall be paid for by the City. The Contractor shall notify the City in writing the same
day of discovery of damage to irrigation system components caused by vandalism,
acts of God, vehicular damage, theft or mysterious damages 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 shall 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.

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.

All damages to public or private property resulting from excessive irrigation water or irrigation water run off shall be deducted from the monthly contract payment unless immediate reparation is made by the Contractor to the satisfaction of the City.

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), mains (pressure lines), control valves, controllers, head caps, head risers, valves covers, boxes and lids, including electrical pull boxes and lids, valve sleeves, quick coupler valves, hose bibs and batteries.

3. Systems Monitoring - The Contractor shall inspect all irrigation systems for broken and clogged heads, malfunctioning or leaking valves, or any other conditions which hamper the correct operation of the system. All landscaped areas shall be irrigated by an operable irrigation method until all authorized repairs have been completed to the City's satisfaction. When notified by City Representative or noticed by the Contractor 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.

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.

4. Coverage/Application - 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.

All landscaped medians are to be irrigated at a minimum of once a week (excluding rain event months). The majority of the medians contain a drip irrigation system with a manual valve. Each manual valve needs to be opened for one to two (1 - 2) hours per week. Other medians do not contain a water source. A water truck and/or trailer shall need to be used to irrigate these medians by hand.
5. **Utilities** - Except where the existing water meters are presently located, water and electricity shall be provided by the Contractor (hand watering.) However, Contractor shall pay for all excessive utility usage due to failure to repair malfunctions on a timely basis or unauthorized increases in the frequency of irrigation. Costs shall be determined from comparisons of usage with historical usage for the same time period. Costs to be deducted from payments shall be presented to the Contractor by the City.

B. **Ground Cover Care**

1. **General** - Ground cover beds shall be maintained in an attractive condition at all times. The Contractor shall supply the necessary services as follows:

2. **Edging** - "Weed Eaters" shall not be used to edge ground cover. 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.

3. **Watering** - Water shall be applied in accordance with section D-5, Irrigation System Care. During prolonged rainy periods the irrigation sequence shall be discontinued.

4. **Fertilization** - Vigorous growth and good color shall be maintained at all times. All ground cover beds shall be fertilized a total of two times per year, during the months of March and September, using a nitrogen fertilizer at the rate of one pound of nitrogen per 1,000 square feet. A "complete fertilizer" with an analysis of 16-6-8, at the rate of six pounds per 1,000 square feet shall be used during the month of March.

5. **Weed Control** - Weeds shall not be allowed to remain growing for longer than one week without complete removal. Bermuda grass or other noxious weeds 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.

C. **Tree Care**

1. **General** - Deep-feeding and insect-disease treatment are to be included in the cost bid for median maintenance. All tree pruning over 12 feet above ground level shall be done by others.
2. **Staking and Guying** - Tree stakes, ties and guys shall be checked by Contractor 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 are removed, 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 re-staking shall be done with originally specified materials. Guying shall, over time, stretch or loosen. Contractor shall adjust, as needed, to retain taut position, until such time when guying is removed. Any tree that is 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. (Labor only; materials shall be paid for by the City as "Extra Work" materials.)

3. **Fertilization** - Trees do not require additional fertilization and shall be included in the fertilization of surrounding shrubs and ground cover.

D. Shrub and Vine Care

1. **General** - All shrubs and vines shall be checked for breakage or damage, special watering needs, etc., and treated as necessary.

2. **Pruning** - Pruning shall be performed as an on-going operation. All pruning shall be done to achieve a naturalistic shape, not hedged into geometric forms. No shrub shall be allowed to grow higher than 30” as measured from top of curb.

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.

3. **Insect, Disease and Pest Control** The City is committed to an Integrated Pest Management Program (IPM) and if there are no suitable mechanical or cultural methods available, the least toxic chemical control shall be used (see Section D-10.) Based on direction from City Representative or Contractor's notification of infected plant material in landscaped areas, contractor shall apply insecticides and fungicides at the first sign of infestation.

4. **Fertilization** - Shrubs located in ground cover areas shall not require additional fertilizing. Shrubs and vines not located in ground cover areas shall be fertilized as per ground cover as per Section D-6.

5. **Watering** - Water shall be applied in accordance with section D-5, Irrigation System Care. During prolonged rainy periods the irrigation sequence shall be discontinued. Contractor shall maintain a watering basin around all shrubs and vines on slope areas to insure adequate water penetration.
E. Mulching

1. **General** - Contract shall provide mulching of all landscaped and open areas two (2) times per year.

F. Integrated Pest Management Practices

1. **General** - In addition to those services the Contractor shall incorporate Integrated Pest Management Practices with respect to the use of herbicide, pesticides and fungicides, etc. the Contractor shall:

   a. Only use the above materials as a last resource to control any form of infestation within the scope of services in this contract.

   b. The contractor shall request in writing the use of any and all herbicide, pesticide, fungicides, etc. and shall only proceed with the use with written authorization from the City.

   c. The Contractor shall notice adjacent properties 48 hours prior to the use of any of the above materials using City approved forms and posting materials.

G. Accident Investigation

Any duty-related incident which results in any bodily injury shall be reported to the City’s designated representative within one (1) hour by the Contractor. The Contractor shall cooperate fully with the City in the investigation of any incident, injury or death occurring on City property including a complete written report submitted by the Contractor to the City’s designated representative, or assignee, within twenty-four (24) hours following the occurrence.

Should any structure or property be damaged during a permitted or contracted operation, the Contractor shall immediately notify the property owners and the City’s designated representative within one (1) hour. The Contractor shall make all arrangements for repairs to damaged property within forty-eight (48) hours, except utility lines, which shall be repaired on the same working day. The Contractor shall be solely responsible for contacting all utilities, neighboring property owners, and contractors required to complete such repairs. Contractor must ascertain whether repairs on private property require permits to be issued by the City and obtain those permits before repairs are made. Any damage caused by the Contractor shall be repaired or restored by the Contractor at the Contractor’s expense to a condition similar or equal to that existing before such damage or injury, or the Contractor shall repair such damage in a manner acceptable to the City.
Special attention shall be made to existing irrigation systems, plant material, landscape features, lights and utility boxes in City parkways, parks and public landscape areas in order to avoid damage. Any damage that occurs must be repaired on the same day that the damage occurs. The Contractor may self-perform such work on irrigation systems upon approval and acceptance of such work by the City’s designated representative.

The Contractor's responsibility shall be continuous and not be limited to working hours or days.

H. Inspections

The City’s designated representative shall be furnished with every reasonable means for ascertaining full knowledge of the daily maintenance operations involving the workmanship, character of materials and equipment used and employed in the work. Each day, the Contractor shall be required to provide the City’s designated representative, with a written schedule of all daily maintenance operations including but not limited to trimming, planting, mowing, weeding (hand or mechanical), mulching, and watering.

Inspection of the work shall not relieve the Contractor of any obligations to complete the work as outlined in this RFB. Defective work shall be made good even if the defective work was not pointed out during the initial inspection and the work was accepted for payment.

Any work found to be unacceptable by the City shall be noted in writing to the Contractor. Upon receipt of notice of any deficiencies, the Contractor shall make a reasonable effort to correct the deficiencies within five (5) working days. If unacceptable conditions are not corrected within this time period the City shall have the right to deduct payment or have services performed by others at the Contractor's expense.

I. Withholding Payment

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

1) Defective, unsatisfactory or inadequate work not corrected.

2) Claims filed or reasonable evidence indicating probable filing of claims.

3) Failure of the Contractor to make proper payments to subcontractors or for materials or labor.
4) A reasonable doubt that the awarded contract can be completed for the balance unpaid.

5) Property damage that resulted from an incident.

J. Minor Modifications and/or Additional Work

The City may modify this scope of work with the joint approval of the Contractor and the City’s designated representative or assignee. All modifications shall be in writing.

1) In the event that the City should require additional work beyond the requirements of this scope of work, the Contractor shall perform all work based on the unit prices provided in the bid price sheet in this RFB.

2) Additional work may be added to the scope of work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted in the bid price sheet in this RFB.

3) The Contractor shall be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.

I. Contract Term

The awarded contract term is three (3) years, effective from the date of execution of the contract, with the City’s option to extend the contract on the same terms for two (2) additional one (1) year periods. The City shall not be required to provide “cause” or any reason whatsoever should the City elect not to renew. The contract term and all extensions thereto shall not exceed a total of five (5) years.

A. Award Criteria

General Provision – The award of any contract shall be at the sole discretion of the City. It is the intent to make an award to one Bidder for all requirements although the City reserves the right to make multiple awards depending on the City’s needs and what is in the best interest of the City. The City may accept or reject any or all bids in whole or in part and may waive informalities in the process. The contents of the bid of the selected Bidder shall become the basis for a contractual obligation when the award of bid is made.

Right-of-Way Landscape Maintenance Services Bid Award – The City shall award a contract to the lowest responsive and responsible bidder, provided that the Bidder is determined to be qualified based on the requirements listed herein. To determine the
lowest bid, the City shall review the Grand Total for each Bidder as indicated on the Bidder’s Bid Price Sheet.

In order to be determined responsive, a Bidder must respond to all requested information and supply all required information in this RFB. Any bid may be rejected if it is conditional, incomplete or contains irregularities. Minor or immaterial irregularities in a bid may be waived. Waiver of an irregularity shall in no way modify this RFB nor affect recommendation for award of a contract.

**Grand Total Bid** - The grand total bid shall be calculated by adding the extended prices for all services (Bid Items) as listed under Bid Schedule and Alternate Bid Schedule.

The extended prices shall be calculated by each Bidder and tallied for each service as well as each sub-total and the grand total. The extended prices are intended to show a potential amount of monthly service and are being used for the sole purpose of evaluating unit service costs to determine the lowest bidder. Nothing in this RFB or in the estimated amount of units shown in the extended prices is intended to be nor shall be taken to be a guarantee of such amount of any work, or amount of compensation under any future contract. The successful Bidder shall be paid on the unit price only for work performed under the awarded contract executed by the successful Bidder and the City. The Contractor shall pay California Prevailing Wage Rates to all its employees.

The City shall review only the grand totals for determination of the lowest Bidder, and shall confirm the unit prices of the lowest Bidder for accuracy. If the apparent lowest Bidder is determined to have a mathematical error in the tabulation of the grand total, a sub-total, or an extended price, the City shall notify all bidders of such error and shall revise such Bidder’s grand total to reflect the corrected sum.

**B. Required Qualifications**

Contractors submitting bids must hold a valid State California C-27 (Landscaping) Contractor’s License. Both licenses must be in good standing for the previous three (3) consecutive years without any official unresolved record of complaints registered or filed with the California Department of Consumer Affairs.

The Contractor shall have OSHA certification for aerial equipment to be used throughout the term of the awarded contract.

The Contractor’s personnel must be qualified and trained in the landscape maintenance industry. This shall include the staffing of a project manager who shall be fluent in the English language. At all times during contracted landscape maintenance activities the firm shall have work crews on site that are represented by an English speaking supervisor who can receive and carry out instructions given by designated City representatives.

The Contractor shall be held liable for the faithful observance of any lawful instructions of the City, not in conflict with the awarded contract, which may be delivered to said party or representative at the work site.
The Contractor must keep all equipment in good working order and shall maintain and operate such equipment in full compliance with OSHA regulations and State of California Department of Transportation (DOT) requirements.

The Contractor should have at least three (3) similar and separate California governments or municipal multi-year tree maintenance contracts which have been successfully completed within the last ten (10) years. Each project shall be of comparable size and scope of this project (descriptions of these projects and contact persons must be provided with bid submission). These projects must also include work in tree inventories.

A submitted bid must include the required Contractor's Organization Statement and Performance History form found in the “Required Forms for Submittal” section of this RFB.

C. Terms and Conditions

Applicable Laws – The laws of the State of California shall govern the awarded contract. The applicable law for any legal dispute arising out of the awarded contract shall be the law of the State of California. The Bidder shall comply with all federal, state, county and local laws concerning the type of services provided. All systems provided by the Bidder shall comply with all applicable federal, state, and local building, fire, safety, and electrical codes and all relevant industry standards.


Conflict of Interest – Except for items that are clearly promotional in nature, mass produced, trivial in value and not intended to invoke any form of reciprocation, employees of the City may not accept gratuities, entertainment, meals or anything of value whatsoever from current or potential service providers or suppliers. The offer of such gratuity to an employee of the City shall be cause for such service provider or supplier to be declared a non-responsible Bidder and prohibited from bidding, as provided in California Public Contract Code.

Independent Contractor Status – It is expressly understood that the Bidder named in any contract entered into by the City is acting as an “independent contractor” and not as an agent or employee of the City.

Default of Contractor/Consultant – The City shall hold the Bidder responsible for any damage that may be sustained by the City or third party because of the failure or neglect of the Bidder to comply with any term or condition listed herein.

Permits and Licenses – The Bidder shall secure and maintain in force during the term of any contract resulting from this RFB all licenses and permits required by law for the operation of its business, including a City business license (Attachment C).

Appropriation of Funds – If the term of the awarded contract extends into fiscal years subsequent to that in which it was approved, continuation of the contract is subject to the appropriation of funds for such purpose by the City Council. If funds to
effect such continued payment are not appropriated, the Bidder agrees to discontinue providing any goods or service supplied to the City under the awarded contract.

**Assignment** – The Bidder shall, under no circumstances, assign any contract awarded as a result of this RFB by any means whatsoever, or any part thereof to another party without express written permission of the City.

**Award of Contract** – Award of any contract arising from any bid submitted as a result of this RFB requires approval by the City Council as prescribed by City Ordinance. If the Contractor presents additional terms or conditions after a bid award has been made, such award shall be considered VOID.

**Submission of Signed Bids** – The submission of bids must be signed in longhand by the Bidder’s authorized representative. Submission of bids by partnerships must be signed with the partnership name by the principal partner, followed by the signature and designation of the person signing. Submission of bids by corporations must be signed under the legal name of the corporation by its president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature.

**Addendum to the RFB** – If it becomes necessary to revise any part of this RFB, an addendum to this RFB shall be posted on the City’s website. All addenda issued during the time of bidding shall be incorporated into any resulting contract.

**Withdrawal of Bid** – Any Bidder may withdraw its bid, either personally or by written or facsimile request at any time prior to the time set for the Bid opening, provided that written confirmation of any facsimile with the signature of the Bidder is placed in the mail and postmarked prior to the time set for the opening thereof. Negligence on the part of the Bidder in preparing its bid confers no right of withdrawal or modification of its bid; after such bid has been opened.

**Rejection of Bids** – This RFB does not commit the City to award any contract. The City reserves the right, at its sole discretion, to reject any or all bids without penalty, to waive irregularities in any bid or in the bidding procedures, and to be the final judge as to which bids are responsive, responsible and most qualified. Any bid that contains items not specified, items that are incorrect, has incomplete portions of items scheduled, or does not respond to items in the manner specified in this RFB may be considered non-responsive and may be rejected on these bases at the sole discretion of the City. Bids offering less than 90 days for acceptance from the proposed Bid Due Date may be considered non-responsive and may be rejected.

Non-award of any bids shall not imply any criticism of the bid or convey any indication that the bid was deficient. Non-award of any bid shall mean that either another bid was deemed to be a lower cost or that no bid was deemed acceptable.

**Public Information** – After the date specified for the opening of this bid, all materials received relative to general service bids become public information and are available for inspection.

**Bidder’s Cost** – Costs for developing a bid in response to this RFB are entirely the obligation of the Bidder and shall not be chargeable in any manner to the City.

**Agreement** - The Contractor shall enter into agreement with the City using the City of Goleta Standard Agreement used by City for General Services (Attachment D).
D. Definitions
Agreement: The standard contract 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.

City Inspector: Means Landscape Inspector or Public Works Inspector

Contract Documents: The Agreement and the bid package.

Contractor: Means the successful Bidder to the RFB to who contract is awarded.

District: The area defined by the Goleta City limits.

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

Extra Work: Work not a part of the routine contract services covered by the scope of work. Examples include down time repair due to vehicle accident or vandalism. Special projects assigned by Project Manager or designated City staff.

Project Manager: See Authorized Representative.

Integrated Pest Management (IPM): An ecosystem-based strategy that focuses on long-term prevention of pests and their damage through a combination of techniques; such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and non-target organisms, and the environment.

Legally Approved Herbicide: Means as approved by California Department of Pesticide Regulation, Telephone: 916-445-3914

Licensed Pest Control Applicator: Means as licensed by the California Department of Pesticide Regulation. Telephone: 916-445-4038
Concrete Median: Is defined as an improved shoulder, median or parkway in which impervious improvements are installed.

Improved (Landscaped) Median: Is defined as a shoulder, median or parkway that has been professionally landscaped.

Unimproved Median: Is defined as a shoulder, median or parkway that has not been professionally landscaped.

Maintenance Specifications: Means the specifications, maintenance schedule and checklist set forth in the Request for Bids.

Project: Means the Statement of Work described in the Request for Bids.

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

RFB: Means Request for Bids for the Project.

Site: Means the physical location of the Project and includes each and every area listed and described in Attachments A & B.

Unimproved Landscape Area: Is defined as a shoulder, median or parkway that has not been professionally landscaped.

Work: Means the provision of management, tools, supplies, equipment, and labor necessary to undertake the Project as listed under Scope of Services in the bid documents.

Lowest responsible bidder. In addition to price, the “lowest responsible bidder” shall be determined by consideration of the following factors:

1. The quality, availability and suitability of the supplies, equipment or services to the particular use required.
2. The ability, capacity and skill of the bidder to perform the service required.
3. Whether the bidder has the financial resources and facilities to perform or provide the service promptly, or within the time specified, without delay or interference.
4. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
5. The bidder’s record of performance or previous contracts or services, including compliance by the bidder with laws and ordinances relating to such contracts or services.
6. The ability of the bidder to provide future maintenance and service for the use of the equipment or materials to be purchased.
7. The scope of conditions attached to the bid by the bidder.
**Non-responsive bidder**: means an offer, submitted by a bidder, to furnish supplies, equipment or services that are not in conformity with the specifications, delivery terms or conditions or other requirements specified in this RFB. Also, a bidder that provides a bid but fails to demonstrate their capacity (financial or otherwise) to provide the supplies, equipment or service as specified in this RFB.

**Responsible bidder**: means a bidder who submits a responsive bid and who is not only financially responsible, but also possesses the resources, judgment, skill, ability, capacity and integrity requisite and necessary to perform the awarded contract according to its terms.

**Responsive bid**: means a bid, submitted by a responsible bidder, to furnish supplies, equipment or services in conformity with the specifications, delivery terms and conditions and other requirements specified in this RFB.

**Services**: means any and all services, including but not limited to the repair or maintenance of equipment, machinery and other property. This term does not include services rendered by City officers or employees or architectural or other professional services which by their nature do not lend themselves to normal competitive procedures.

**E. Working Hours**

Monday through Friday, from 8:00 AM to 5:00 PM (9:00 AM to 3:00 PM on arterials), not including the following holidays, unless directed by the City:

- New Year’s Day
- Martin Luther King Jr. Day
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

**F. Bid Schedule Work Descriptions**

**WORK DESCRIPTIONS**

1. **Landscaped Medians** - The unit price paid includes all costs associated with the monthly routine maintenance of improved landscaped medians. Costs shall include all labor, materials,
traffic control, tools, services and special skills required to perform: trimming, pruning, fertilization, aeration, weed control, cultivation, pest control, deep root watering, plant replacements, renovation and cleanup of drainage facilities. Contractor shall be responsible for the removal of trash and accumulated debris from site. All trees shall be pruned by others under a separate contract.

2. Unimproved Medians - The unit price paid includes all costs associated with the monthly routine maintenance of unimproved medians. Costs shall include all labor, materials, traffic control, tools, services and special skills required to perform: trimming, pruning, mowing, weed control, pest control, renovation and cleanup of drainage facilities. Contractor shall mulch all unimproved medians twice a year. Contractor shall be responsible for the removal of trash and accumulated debris from site.

3. Concrete Medians - The unit price paid includes all costs associated with the monthly routine maintenance of concrete medians. Costs shall include all labor, materials, traffic control, tools, services and special skills required to perform: weed control, pest control, renovation and cleanup of drainage facilities. Contractor shall be responsible for the removal of trash and accumulated debris from site.

4. Shoulders - The unit price paid includes all costs associated with the quarterly routine maintenance of shoulder areas. Costs shall include all labor, materials, traffic control, tools, services and special skills required to perform: trimming, mowing, weed control, pest control, renovation and cleanup of drainage facilities. Contractor shall be responsible for the removal of trash and accumulated debris from site. All trees shall be pruned by others under a separate contract.

Costs shall include all labor, materials, traffic control, tools, services and special skills required to trim shrubs as directed by the City. Contractor shall be responsible for the removal of trash trimmings and accumulated debris from site.

EXTRA WORK

1. Extra Work - The unit prices for extra work shall include the labor costs, including overhead costs to provide services that are not a part of the routine landscape maintenance services. All extra work must have prior approval before work can begin.
BIDDER’S REFERENCES

The following are the names, addresses and phone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

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 PRINCIPAL intends to procure insurance bonds:

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

City of Goleta
CONTRACTOR’S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

The term “Owner” herein shall refer to any private firm or public agency to which the Contractor has submitted a bid to, or contracted with, for any maintenance contract.

Submitted By: ____________________________
Name must correspond with the Contractor’s License

______ Corporation      ______ Partnership    ______ Individual   ______ Joint Venture

If a corporation, under the laws of what State is it organized? ____________________________

California Regional Office (s): ____________________________

Officers, Responsible Managing Officers, Responsible Managing Employees: ____________________________

________________________

Use a page titled “Additional Information and/or Comments” for providing requested or additional information for each of the following questions to which you answer “yes” or for any comments.

A. Provide the following license numbers and expiration dates:

 CA Contractor’s License No. ____________________________ Expiration Date: ____________________________

 CA C-27 (Landscaping) Contractor’s License No. ____________________________ Expiration Date: ____________________________

 Shall you be able to provide OSHA Certification for aerial equipment when used throughout the term of the awarded contract? Yes_____ No_____ 

B. How many years’ experience in landscape maintenance work as a current organization?

(1) As a General Contractor? ____________________________ From _______ to _______

(2) As a Subcontractor? ____________________________ From _______ to ______

C. Provide the following names, addresses, and phone numbers for three public agencies for which Bidder has performed similar work within the past ten (10) years:

1. ______________________________________________________

   Agency Name

   ____________________________

   Name and telephone number of person familiar with project

   Contract amount ______ Type of work ______ Date Completed

2. ______________________________________________________

   Agency Name

   ____________________________

   Name and telephone number of person familiar with project

   Contract amount ______ Type of work ______ Date Completed

3. ______________________________________________________

   Agency Name

   ____________________________

   Name and telephone number of person familiar with project

   Contract amount ______ Type of work ______ Date Completed
Name and telephone number of person familiar with project

<table>
<thead>
<tr>
<th>Contract amount</th>
<th>Type of work</th>
<th>Date Completed</th>
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</table>

D. Have you, your company, or any officer, manager or partner thereof, failed to complete a contract for an Owner? YES ____ NO ____. If so indicate the name of each Owner, dates, and the circumstances.

E. Have you, your company, or any officer, manager or partner thereof, previously had a contractor's license suspended or revoked? YES ____ NO ____. If so indicate the name of each person whose license was suspended or revoked, dates of occurrence, and the circumstances for each.

F. Have you, your company, or any officer, manager or partner thereof, been debarred by any public agency? YES _____ NO _____. If so, for each incident, indicate the name of each person, the agency involved, dates, and the circumstances for each.

G. In an award based on low-bid criteria where your firm appeared to have the low bid, have you or your company been denied an award of an Owner contract? YES _____ NO ____. If so, as to each such denial, state the name of the Owner, the date of the denial, the title and number of the contract bid, and the grounds on which the Owner based the denial of award.

H. Has your company been the subject of any inquiry by any Owner as to whether your company is a non-responsible bidder or non-responsible Bidder? YES _____ NO ____. If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.

I. Has your company been given a notice of deficiency during the performance of a contract for these types of services? YES _____ NO ____. If so, as to each notice of deficiency, state the name of the Owner, the date of the notice, the grounds on which the Owner based the notice of the deficiency, and the result of the notice.

J. Has your company been assessed liquidated damages or had payment withheld by any Owner during the term of a contract for similar services? YES _____ NO ____. If so, as to each assessment of liquidated damages or payment withheld, state the name of the Owner, the date of the assessment/withheld payment, the title and number of the contract, and the grounds on which the Owner based the assessment of liquidated damages/payment withheld.

K. Is your company currently a party in any litigation against any Owner pertaining to any contract for services project, or has your company been a party to such litigation? YES _____ NO ____. If so, as to each such litigation, state the name of the Owner, case number, the court and jurisdiction in which said litigation is pending or was brought, the nature of the litigation, the amount at issue in the litigation, the present status of such litigation, the date of resolution of such litigation if resolved, and the amount and method by which such litigation was resolved, if resolved.

L. In the last five (5) years, has your company, in the performance of similar services, received any notices of violation from OSHA resulting in any fine? YES _____ NO ____. If so, as to each notice, state the name of the Owner, the date of the notice, the grounds on which OSHA based the notice, and the result of the notice. Provide the following information as to contract experience with public entities or governmental agencies only, within the past ten (10) years. If none, write "NONE" on the chart.

CONTRACTOR’S MAILING ADDRESS:

____________________________________________
____________________________________________
____________________________________________
FIRM NAME

AUTHORIZED SIGNATURE

TITLE

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 Agency, 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 he/she is aware that this contract cannot be awarded unless, at the time of the submittal of the bid, he/she 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.

Signature and Title of Bidder or Authorized Representative
BIDDERS’ INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name________________________________________________________________

Business Address______________________________________________________________

____________________________________________________________________________

Telephone_____________________________ Email___________________________

State Contractor’s License No. and Class__________________________________________

Original Date Issued________________ Expiration Date___________________________

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

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

The date of any voluntary or involuntary bankruptcy judgments against any principal having
an interest in this bid are as follows:

___________________________________________________________________________

___________________________________________________________________________

All current and prior DBA’s, alias, and/or fictitious business names for any principal having an
interest in this bid are as follows:

___________________________________________________________________________

___________________________________________________________________________
BIDDERS' INFORMATION CONTINUED

I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct.

Executed this ______ day of ____________, 2017, at ______________________, California.

_______________________________________________
Signature and Title of Bidder
or Authorized Representative

(NOTARY SEAL)
BID BOND
FOR BID FOR ANNUAL CITYWIDE
MIDIAN ISLAND MAINTENANCE SERVICES FY 2017-2020
IN THE CITY OF GOLETA

KNOW ALL PERSONS BY THESE PRESENTS that Bidder
___________________________, as PRINCIPAL, and
___________________________, as SURETY, are held and firmly bound unto
the City of Goleta, as AGENCY, in the penal sum of ___________________________ which
is ten percent of the total amount bid by PRINCIPAL to AGENCY 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 AGENCY for the above stated project, if said bid is rejected, or is said bid is
accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time
specified, and provides the required payment and performance bonds and insurance
coverages to AGENCY, this obligation shall be null and void, otherwise it shall remain in full
force and effect in favor of AGENCY.

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:
________________________________________________________
________________________________________________________
________________________________________________________

BY:
________________________________________________________

SURETY:
________________________________________________________
________________________________________________________

Subscribed and sworn to this _____ day of ______________________, 20____.

NOTARY PUBLIC __________________________________________

(NOATARY SEAL)
FAITHFUL PERFORMANCE BOND
FOR BID FOR ANNUAL CITYWIDE
MEDIAN ISLAND MAINTENANCE SERVICES 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 TRIPlicate)
PAYMENT BOND
FOR BID FOR ANNUAL CITYWIDE
MEDIAN ISLAND MAINTENANCE SERVICES 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__________________________________________

NOTARY SEAL)

(EXECUTE IN TRIPlicate)
NON-COLLUSION AFFIDAVIT
FOR ANNUAL CITYWIDE
MEDIAN ISLAND MAINTENANCE SERVICES FY 2017-2020
IN THE CITY OF GOLETA

State of California )
County of Santa Barbara ) SS.

_____________________________________________________, being first duly sworn, deposes

and says that he or she is __________________________________ of __________________________

____________________________________________________________________

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of,
any undisclosed person, partnership, company, association, organization, or corporation; that
the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly
induced or solicited any other bidder to put in a false or sham bid, and has not directly or
indirectly, colluded, conspired, connived, or agreed with any bidder or anyone else to put in a
sham bid, or that anyone shall refrain from bidding; that bidder has not in any manner,
directly or indirectly, sought by agreement, communication, or conference with anyone to fix
the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element
of the bid price, or of that of any other bidder, or to secure any advantage against the public
body awarding the contract of anyone interested in the proposed contract; that all statements
contained in the bid are true; and, further, that the bidder has not, directly or indirectly,
submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged
information or data relative thereto, or paid, and will not pay, any fee to any corporation,
partnership, company association, organization, bid depository, or to any member or agent
thereof to effectuate a collusive or sham bid.

Signature___________________________________

Subscribed and sworn to before me on ______________________________. (Date)

Signature___________________________________
Notary Public

(NOTARY SEAL)
ATTACHMENT A

MEDIAN ISLAND INDEX MAP
ATTACHMENT B

MEDIAN ISLAND MAPS
Calle Real 585' west of Kingston
Calle Real from Kellogg to Maravilla
Calle Real west of Fairview
Calle Real west of Winchester Canyon Rd
Cathedral Oaks east of Arundel
Cathedral Oaks east of Fairview
Cathedral Oaks west of Arundel
Cathedral Oaks west of Brandon
Cathedral Oaks west of Fairview
Fairview 330' south of Calle Real
Fairview north of Cathedral Oaks
Fairview north of Stow Canyon Rd
Glen Annie north of Calle Real
Hollister east of Cannon Green
Hollister east of Fairview Ave
Hollister east of Lowell Way
Hollister east of Pacific Oaks
Hollister east of Patterson
Hollister west of Cannon Green
Hollister west of Kinman
Hollister west of Las Armas Road
Hollister west of St. Josephs St.
Los Carneros between Calle Koral and Cremona
Los Carneros north of Castillian
Los Carneros north of Hollister
Los Carneros Roundabout and Islands at Calle Real
Los Carneros Way north of Hollister
Los Carneros Way south of Calle Koral
Patterson south of Hollister
St. Charles Place s/o Calle Real
Storke north of Hollister
Storke Road - Whittier to Willowgrove
Storke south of Willowgrove
ATTACHMENT C

CITY BUSINESS LICENSE
<table>
<thead>
<tr>
<th><strong>1</strong> BUSINESS NAME (DBA)</th>
<th><strong>2</strong> BUSINESS PHONE NO.</th>
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<tr>
<th><strong>3</strong> BUSINESS ADDRESS (DO NOT USE P.O. BOX)</th>
<th><strong>CITY</strong></th>
<th><strong>STATE</strong></th>
<th><strong>ZIP CODE</strong></th>
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<tr>
<th><strong>4</strong> MAILING ADDRESS (# DIFFERENT FROM ABOVE)</th>
<th><strong>CITY</strong></th>
<th><strong>STATE</strong></th>
<th><strong>ZIP CODE</strong></th>
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<tr>
<th><strong>5</strong> EMAIL ADDRESS</th>
<th><strong>6</strong> CONTACT PERSON AND TITLE</th>
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<tr>
<th><strong>7</strong> SELECT TYPE OF OWNERSHIP:</th>
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<tbody>
<tr>
<td>□ SOLE PROPRIETORSHIP</td>
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<tr>
<td>□ LLC</td>
</tr>
<tr>
<td>□ CORPORATION</td>
</tr>
<tr>
<td>□ PARTNERSHIP</td>
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<tr>
<td>□ NONPROFIT</td>
</tr>
<tr>
<td>□ OTHER</td>
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</tbody>
</table>

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<tr>
<th><strong>8</strong> OWNER OR CORPORATE OFFICER WHO IS DULY AUTHORIZED TO ACCEPT SERVICE OF LEGAL PROCESS. ATTACH A SEPARATE PAGE FOR MULTIPLE OWNERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME</td>
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**COMPLETE SECTIONS 9-12 IF APPLICABLE**

<table>
<thead>
<tr>
<th><strong>9</strong> CONTRACTOR LICENSE NO</th>
<th><strong>10</strong> FEDERAL ID NO</th>
<th><strong>11</strong> STATE EMPLOYER ID</th>
<th><strong>12</strong> RESALE NO</th>
<th><strong>13</strong> BUSINESS CATEGORY</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td></td>
<td>PLEASE CHECK APPROPRIATE</td>
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<td>BOX ON REVERSE SIZE</td>
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**FEE SECTION:**

<table>
<thead>
<tr>
<th><strong>14</strong> SELECT TYPE OF NEW LICENSE:</th>
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<tbody>
<tr>
<td>□ ANNUAL $120.00*</td>
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<tr>
<td>□ QUARTERLY $50.00*</td>
</tr>
<tr>
<td><strong>15</strong> ADDRESS CHANGE ONLY:</td>
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<tr>
<td>□ $2.00</td>
</tr>
<tr>
<td><strong>16</strong> PARTNERSHIPS ONLY - ADDING NEW PARTNER:</td>
</tr>
<tr>
<td>□ $2.00</td>
</tr>
<tr>
<td><strong>17</strong> ADDITIONAL BUSINESS LICENSE - SAME OWNER &amp; LOCATION:</td>
</tr>
<tr>
<td>□ $30.00**</td>
</tr>
</tbody>
</table>

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

**PLEASE ANSWER THE FOLLOWING:**

<table>
<thead>
<tr>
<th><strong>18</strong> IS YOUR BUSINESS BASED AT HOME?</th>
<th><strong>19</strong> WILL YOU USE HAZARDOUS MATERIALS?</th>
<th><strong>20</strong> WILL YOU BE SELLING ALCOHOL?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ YES</td>
<td>□ NO</td>
<td>□ YES</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>21</strong> EST. ANNUAL GROSS SALES:</th>
<th><strong>22</strong> NUMBER OF FULL TIME EMPLOYEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>INITIALS:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**STATEMENT:**

- 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 6254a].

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:**

License No:  
Credit Card Payment? □ Yes

**CODE COMPLIANCE OFFICER ENDORSE HERE:**

□ Denied by:  
Date: ____________

*State Law-SS 1186. Under federal and state law, compliance with disability access fees 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.dta.ca.gov/ebuildhome.aspx
The Department of Rehabilitation at: www.rehab.ca.gov
The California Commissioner on Disability Access at: www.cota.ca.gov*
<table>
<thead>
<tr>
<th>Business Category List</th>
<th>Business Category List</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ 01 Accountants - Bookkeeping Services</td>
<td>☐ 72 Janitors/Cleaning Services</td>
</tr>
<tr>
<td>☐ 122 Appliance Repair</td>
<td>☐ 73 Jewelers</td>
</tr>
<tr>
<td>☐ 173 Architecture</td>
<td>☐ 74 Landscape Architects</td>
</tr>
<tr>
<td>☐ 03 Advertising/Marketing Services</td>
<td>☐ 75 Landscape/Gardening Service</td>
</tr>
<tr>
<td>☐ 04 Aerospace &amp; Defense</td>
<td>☐ 77 Legal Services</td>
</tr>
<tr>
<td>☐ 05 Air Conditioning &amp; Heating</td>
<td>☐ 78 Machine Shop</td>
</tr>
<tr>
<td>☐ 06 Aviation Services</td>
<td>☐ 79 Manufacturers/Fabrication</td>
</tr>
<tr>
<td>☐ 07 Alarm Security Systems</td>
<td>☐ 50 Medical Services</td>
</tr>
<tr>
<td>☐ 09 Apartments - Rental Agencies</td>
<td>☐ 01 Mortgage Brokers</td>
</tr>
<tr>
<td>☐ 10 Architects &amp; Planners</td>
<td>☐ 52 Nursery/Agriculture</td>
</tr>
<tr>
<td>☐ 11 Assisted Living</td>
<td>☐ 83 Office Equipment</td>
</tr>
<tr>
<td>☐ 12 Associations &amp; Organizations</td>
<td>☐ 54 Optical Goods</td>
</tr>
<tr>
<td>☐ 13 Attorneys</td>
<td>☐ 55 Paint Dealers</td>
</tr>
<tr>
<td>☐ 14 Audio/Video Equipment Sales</td>
<td>☐ 56 Personal Fitness Trainer</td>
</tr>
<tr>
<td>☐ 15 Auductural Production – Film, Video Tape</td>
<td>☐ 67 Past Control</td>
</tr>
<tr>
<td>☐ 16 Automotive - Accessories</td>
<td>☐ 58 Petroleum/Oil - Companies</td>
</tr>
<tr>
<td>☐ 17 Automotive - Body Shops &amp; Painting</td>
<td>☐ 89 Pharmaceutical - Sales &amp; Marketing</td>
</tr>
<tr>
<td>☐ 18 Automotive - Dealers</td>
<td>☐ 90 Pharmacies/Drug Stores</td>
</tr>
<tr>
<td>☐ 19 Automotive - Detailing</td>
<td>☐ 91 Photography</td>
</tr>
<tr>
<td>☐ 20 Automotive - Parts &amp; Supplies Retail</td>
<td>☐ 92 Physical Therapy</td>
</tr>
<tr>
<td>☐ 21 Automotive - Renting &amp; Leasing</td>
<td>☐ 93 Physicians &amp; Surgeons</td>
</tr>
<tr>
<td>☐ 22 Automotive - Repair &amp; Service</td>
<td>☐ 94 Plumbing - Fixtures</td>
</tr>
<tr>
<td>☐ 23 Automotive - Salvage &amp; Wrecking</td>
<td>☐ 95 Psychological - Counseling</td>
</tr>
<tr>
<td>☐ 24 Baskets</td>
<td>☐ 96 Real Estate - Agents/Brokers</td>
</tr>
<tr>
<td>☐ 25 Banks/Financial Institutions</td>
<td>☐ 24 Real Estate - Property Management</td>
</tr>
<tr>
<td>☐ 26 Beauty Shops</td>
<td>☐ 98 Rehabilitation Services</td>
</tr>
<tr>
<td>☐ 27 Bookstores</td>
<td>☐ 100 Religious Organizations</td>
</tr>
<tr>
<td>☐ 28 Builders/Contractors</td>
<td>☐ 101 Retail/Wholesale</td>
</tr>
<tr>
<td>☐ 29 Building Materials</td>
<td>☐ 102 Roofing</td>
</tr>
<tr>
<td>☐ 30 Business Services</td>
<td>☐ 103 Security &amp; Armored Services</td>
</tr>
<tr>
<td>☐ 31 Carpet &amp; Floor Coverings</td>
<td>☐ 104 Signs &amp; Banners</td>
</tr>
<tr>
<td>☐ 32 Chiropractors</td>
<td>☐ 105 Software Services</td>
</tr>
<tr>
<td>☐ 33 Clothing/Apparel</td>
<td>☐ 106 Tires</td>
</tr>
<tr>
<td>☐ 34 Communications - Cable/Wireless/T.V.</td>
<td>☐ 107 Translation</td>
</tr>
<tr>
<td>☐ 35 Computers - Data Processing Systems</td>
<td>☐ 108 Transportation-Knaps - Charter &amp; Rental</td>
</tr>
<tr>
<td>☐ 36 Computers - Information Systems</td>
<td>☐ 109 Travel Agencies &amp; Services</td>
</tr>
<tr>
<td>☐ 38 Computers - Networking/Installation/Equip.</td>
<td>☐ 110 Tree Service</td>
</tr>
<tr>
<td>☐ 39 Computers - Software &amp; Hardware</td>
<td>☐ 111 Trophies &amp; Awards</td>
</tr>
<tr>
<td>☐ 40 Concrete Ready-Mixed</td>
<td>☐ 112 Tracking</td>
</tr>
<tr>
<td>☐ 41 Construction</td>
<td>☐ 113 Trucks - Sales, Repair, Service</td>
</tr>
<tr>
<td>☐ 42 Consulting</td>
<td>☐ 114 Umbrellas</td>
</tr>
<tr>
<td>☐ 43 Day Care</td>
<td>☐ 115 Vending Services</td>
</tr>
<tr>
<td>☐ 44 Day Spas</td>
<td>☐ 116 Veterinary - Hospitals</td>
</tr>
<tr>
<td>☐ 45 Defense Contractors</td>
<td>☐ 117 Video Productions</td>
</tr>
<tr>
<td>☐ 48 Dentists</td>
<td>☐ 118 Wedding Services</td>
</tr>
<tr>
<td>☐ 47 Distributors</td>
<td>☐ 119 Welding</td>
</tr>
<tr>
<td>☐ 48 Document Management</td>
<td>☐ 120 Window Cleaning</td>
</tr>
<tr>
<td>☐ 49 Dry Cleaners</td>
<td>☐ 121 Other - Please Describe Below</td>
</tr>
<tr>
<td>☐ 50 Education</td>
<td>☐ 51 Electronic</td>
</tr>
<tr>
<td>☐ 52 Employment - Agency/Consultant/Placement</td>
<td>☐ 52 Engineering Services</td>
</tr>
<tr>
<td>☐ 53 Engineering Services</td>
<td>☐ 54 Environmental Services</td>
</tr>
<tr>
<td>☐ 55 Equipment - Heavy - Sales/Service/Rental</td>
<td>☐ 56 Events &amp; Parties Services</td>
</tr>
<tr>
<td>☐ 57 Financial Planners/Services</td>
<td>☐ 58 Financial Centers</td>
</tr>
<tr>
<td>☐ 59 Florists</td>
<td>☐ 60 Freight</td>
</tr>
<tr>
<td>☐ 81 Funeral Homes</td>
<td>☐ 62 Furniture - Sales/Manufacturing</td>
</tr>
<tr>
<td>☐ 83 Gas Station</td>
<td>☐ 64 Golf Courses</td>
</tr>
<tr>
<td>☐ 85 Grocers - Retail</td>
<td>☐ 65 Health Care Services</td>
</tr>
<tr>
<td>☐ 86 Health Care Services</td>
<td>☐ 67 Heating &amp; Cooling</td>
</tr>
<tr>
<td>☐ 88Hotels &amp; Motels</td>
<td>☐ 68 Home Furnishings</td>
</tr>
<tr>
<td>☐ 89 Industrial Equipment &amp; Supplies</td>
<td>☐ 70 Insurance</td>
</tr>
<tr>
<td>☐ 71 Interior Design</td>
<td>☐ 124 Internet Sales</td>
</tr>
</tbody>
</table>
ATTACHMENT D

SAMPLE GENERAL SERVICES AGREEMENT
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 ____, 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 _____, 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, Scope of Services for annual citywide median island maintenance services. 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 $40,000 per year, 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 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 Service Providers/subcontractor, or the willful misconduct of Service Provider or Service Provider’s subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions in law or equity concerning any activity, product or Work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related to such litigation.

   (c) **Nonwaiver.** The City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by the City, or the deposit with the City, of any insurance certificates or policies described in section 10.

10. **INSURANCE**

Service Provider shall, at Service Provider's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating level of A- or better, Class VII or better, or as otherwise approved by City.

Insurance shall include the following (or broader) coverage:

City of Goleta  
PW Agreement with (Service Provider)  
Page 5 of 11
a) Insurance Services Office Commercial Liability coverage “occurrence” form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate.

b) Insurance Services Office form number CA 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
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:**
Service Provider
Company Name
XXXXXXX
XXXX, XX, XXXX
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

_______________________
Name

ATTEST:

___________________
Deborah Lopez, City Clerk

_______________________
Name

APPROVED AS TO FORM

___________________
Winnie Cai, Deputy City Attorney
EXHIBIT A

SCHEDULE OF FEES