

REQUEST FOR PROPOSALS
Landscape Maintenance of County-Wide Parks
July 2020



**Community
Services
Department**
Connecting People to Opportunities



REQUEST FOR PROPOSAL

The County of Santa Barbara Community Services-Parks Division ("County") is accepting Proposals from qualified firms to provide Landscape Maintenance Services for turf and planter areas at Parks in Santa Barbara County, California.

This Contract shall include the furnishing of all labor, materials and services as set forth in the Scope of Services section of this Request for Proposal (RFP). Copies of the RFP documents may be obtained from the Santa Barbara County Community Services offices at the address listed below.

Two Pre-Proposal conferences and tours of the facilities will be held and interested parties are required to attend one or both conferences. Please be prepared to travel to several parks.

- **Pre proposal conference #1** for South County Parks will be August 5, 2020 at 8:00 a.m., local time, meeting at Group Area A, Goleta Beach Park, 5986 Sandspit Road, Goleta CA 93117.
- **Pre proposal conference #2** for North County Parks will be August 6, 2020 at 8:00 a.m., local time, meeting at Waller Park Office, 300 Goodwin Road, Santa Maria, CA 93455.
- **Pre proposal conference #3 (if necessary)**- Continuation of North County Parks. Time and location will be dependent on August 6th tour.

Interested parties shall attend the North County conferences for bids on North County Parks and the South County conference for bids on South County Parks. Attendance is MANDATORY to be able to submit a proposal for one or both North County and South County areas.

Proposals are due to the County on or before 3:00 pm, local time, on September 3, 2020 at 123 East Anapamu St., 2nd Floor, Santa Barbara, California, 93101. Proposals received after said time or at any other place other than the time and place stated herein will not be considered. *Postmarks not accepted. Please note due to COVID-19 restrictions, please contact Community Services Department Business Manager, Sherman Hansen, at 805-568-3408, to schedule a time to deliver proposal prior to deadline noted above.*

Proposals will be examined, evaluated, and as appropriate, recommended to the Santa Barbara County Board of Supervisors at a meeting within approximately sixty (60) days after the final date of Proposal acceptance. County reserves the right to reject any and all Proposals, or to waive any irregularities or informalities in any Proposal or in the RFP procedure, or to postpone the final date of Proposal acceptance or award for good cause.

County hereby notifies all Contractors that it will affirmatively ensure that in regard to any contract entered into pursuant to this RFP, Disadvantaged Business Enterprises will be afforded full opportunity to submit Proposals in response to this request and will not be discriminated against on the basis of race, color, sex, or national origin in consideration for an award.

The successful Contractor must ensure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, sex, sexual preference, marital status, and shall comply with the Americans with Disabilities Act.

Submittals shall be in accordance with the requirements set forth in the RFP documents. Submission of a Proposal shall constitute a firm offer to the County. Any questions concerning this RFP should be addressed to Jeff Lindgren at (805) 568-2475 or sent to Santa Barbara County Community Services, Attention: Jeff Lindgren at 123 East Anapamu St., 2nd floor, Santa Barbara, CA 93101.

Jeff Lindgren
Parks Superintendent
Santa Barbara County

PROPOSAL INFORMATION FOR CONTRACTORS

TENTATIVE SCHEDULE OF ACTIVITIES

Request for Proposals for Landscape Maintenance Services

The tentative schedule of key milestones related to the Santa Barbara County Landscape Maintenance Services is as follows:

Issuance of Request for Proposals	July 28, 2020
Mandatory Pre-Proposal Conference #1/South County	August 5, 2020 at 8:00 a.m.
Mandatory Pre-Proposal Conference #2/North County	August 6 & 7, 2020 at 9:00 a.m.
Written Questions Submission Deadline	August 18, 2020
County Response to Written Questions	August 27, 2020
Submittal of Proposals to County (by 3:00 p.m.)	September 3, 2020
Interviews (as needed) Week of	September 14, 2020
Staff Recommendation to County Board of Supervisors	October 20, 2020
Contract Start Date	November 1, 2020

1. SCOPE AND LOCATION OF WORK

The Landscape Maintenance Contract ("Contract") is an outcome based contract where the County has established specific landscape standards as outcomes. The Contractor is responsible to develop a base bid necessary to maintain the expected outcome standards. The bid is to be presented as what the total cost would be for each site for a 12-month period. The County will inspect the work of the Contractor against the stated standards to determine compliance and payment on a pro-rata basis.

The work to be performed under the Contract consists of the furnishing of all labor, insurance, materials and equipment needed to perform Landscape Maintenance Services in County-Wide Parks, as further described in Scope of Services which is attached hereto as Exhibit B.

2. EXAMINATION OF DOCUMENTS

Each Contractor shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, and addenda (if any). Submission of a Proposal shall constitute acknowledgment, upon which County may rely, that the Contractor has thoroughly examined and is familiar with the Contract Documents. Failure or neglect of a Contractor to receive or examine any of the Contract Documents shall in no way relieve them of any obligation with respect to their Proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

3. INTERPRETATION OF CONTRACT DOCUMENTS

No oral representation or interpretations will be made to any Contractor as to the meaning of the Documents. Requests for interpretation shall be made in writing and delivered to the County by August 18, 2020. Interpretations, where necessary, will be made by the County in the form of an addendum to the Contract Documents and, when issued, will be sent as promptly as is practical to all parties to whom the Proposal documents have been issued. All such addenda shall become part of the Contract. It shall also be the Contractor's responsibility to call to the attention of the County any missing pages in the

Contract Documents, including the addenda. Requests for information shall be directed to:

Santa Barbara County Community Services-Parks Division
Attention: Jeff Lindgren
123 East Anapamu St., 2nd Floor
Santa Barbara, CA 93101
Phone: (805) 568-2575
Fax: (805) 568-2459

4. PROPOSALS

A total of 5 copies of the proposal shall be submitted by the deadline noted in this RFP. Proposals shall be in written form and must include, at a minimum, the information requested by the County. Additional pages may be attached to the Proposal, as supplemental, but not as replacement pages. All Proposals shall give all other information requested therein, and shall be signed by the Contractor or an authorized representative, with their address and contact information. Contractors must prepare and submit all required documents. Unauthorized conditions, omissions, limitations or provisos attached to a Proposal will render the Proposal non-responsive and may cause its rejection.

- If the Proposal is made by an individual, his or her name, signature, (physical and post office) official mailing address must be shown.
- If the Proposal is made by a firm or partnership, the name and official mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
- If the Proposal is made by a corporation, the Proposal shall show the name of the corporation and state under the laws of which the corporation is incorporated, the official mailing address of the corporation, and the signature of at least one officer authorized to sign on behalf of the corporation. Additionally, the Proposal shall include a document empowering the signator(s) to execute the Proposal and bind the corporation.
- If the Proposal is made by a joint venture, the Proposal shall be signed by at least one of the joint venture firms in a format meeting with the requirements outlined above. Additionally, the Proposal shall include a document empowering the signator(s) to execute the Proposal and bind the joint venture.

Each set of proposals shall be enclosed in a sealed envelope, labeled and delivered to the address below by the **September 3, 2020 at 3:00 p.m.** (the "deadline date").

Santa Barbara County Community Services- Parks Division
Attention: Jeff Lindgren
123 East Anapamu St., 2nd Floor
Santa Barbara, CA 93101

Contractors are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected. No oral, telegraphic, or telephone (including facsimile) Proposals or modifications will be considered.

Proposal forms received after the deadline date will not be accepted. Postmarks will not be accepted.

No Contractor may withdraw its Proposal for a period of sixty (60) days after the date set for the opening of Proposals.

County reserves the right to reject any or all Proposals; to make any awards or any rejections in what it alone considers to be in the best interest of County, and waive any informalities or irregularities in the Proposals.

Proposal Requirements: Proposals must include, at a minimum, the following information:

- A. Introduction: Introduce the Proposal, including a statement of Contractor's approach for providing landscape maintenance services to the County. Give the name of the company submitting the proposal, the mailing address, telephone and fax number and the name of the contact person.
- B. Statement of Qualifications/Responsiveness: Management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement. Include a detailed description of your company, employee position categories and current number of employees in each category. Include an outline of any experience your company has had in meeting the needs of other governmental organizations. Detail any involvement, past or current, relative to litigation or other disputes, if any, concerning your performance with any clients to whom your company has provided services. List all contracts canceled or not extended and/or state any and all instances of being disqualified, removed, or otherwise prevent from completing the terms of any previous contracts over the past three years. Give names, street addresses, and phone numbers and explain the circumstances.
- C. Resources and Service Description: Include a comprehensive description of the resources and methodology that will be used to complete each element of the requested services. Special emphasis should be placed on how your company will "partner" with the County to provide innovative approaches and techniques in both the services provided today and in the way it will respond to future needs in this community. Include how you can build trust into the relationship between your company and the County.
- D. Staffing Process:
 1. Include a work plan of how you will staff and supervise each area. Include the estimated hours needed to maintain each area, listing each area separately. Provide a monthly calendar indicating staffing and work strategies throughout all seasons of the year. Discuss how you will adhere to all maintenance schedules.
 2. Provide a complete overview of all training programs provided.
 3. Detail your company's employee retention program and philosophy.
 4. List the full or part time status of each employee that will be assigned to this contract.
 5. Description of designated on-site supervisor's role in delivery of contract services and availability of on-site supervisor and contingency plans when not available. Description of the line staff's role in the delivery of exceptional service.
- E. Liability Issues: Discuss how your company handles damage or theft claims.
- F. Logistical Issues:
 1. Describe how your company will make available the equipment and supplies (i.e., machinery, signs, cones, tools, chemicals, etc.) needed to perform all work, where will you be based and store equipment.
 2. Describe how your company will handle making up for "rainout" days.
- G. Chemicals: List the chemicals proposed for use in this Contract. Describe how each will be used.

Provide a sample report indicating chemical pesticide, herbicide, or fertilizer use.

- H. Equipment: Attach an equipment inventory listing all equipment and vehicles to be used for landscape maintenance.
- I. Communication: A description of the systems your company uses to communicate between supervisors and/or office staff and field staff. Also describe the systems you use to assign, track, and evaluate work performed by your employees.
- J. Technology: Discuss any technology tools your company uses to stay innovative and responsive to the needs of the services you provide and will allow your staff to utilize County systems.
- K. Irrigation: The Contractor is not responsible for irrigation but shall repair any damage to irrigation systems caused by Contractor activities and report on any damage noted in the field.
- L. Billing and Invoicing: Describe your company's billing and accounting system, as it will relate to this contract. Describe your capability to customize invoices to meet the Santa Barbara County's needs. Attach samples of your company's billing forms and invoices.
- M. Reports: Discuss management reports and quality assurance methods and their frequency. Emphasize how you would customize reports for County that will show work accomplished, labor hours, materials consumed, and equipment utilized by site. Attach sample reports.
- N. Fertilizer/Pest Control Plan: Develop an annual fertilization, weed and pest control plan that your company feels would produce a cost effective approach that results in maximum savings to the County while still providing high quality results. In some applications Organic Materials Review Institute (OMRI) certified products may be required. This plan is a guide and does not indicate acceptance or approval by the County. A quarterly pesticide and chemical use report indicating types and quantities used is required under this contract.
- O. Service Philosophy: Discuss what your company believes to be the most important component of the services you provide and explain why.
- P. Customer Service and Quality: Discuss your company's vision of customer service and quality. Describe the steps your company takes to ensure that each person's role in your organization is understood as it relates to exceptional customer service and quality.
- Q. Acceptance Statement: The proposal shall include an acceptance statement regarding the landscape maintenance company's acceptance of the County's requirements for contractor services agreement, insurance and indemnification, business license, federal clauses and certificates that are presented herein. The landscape maintenance company shall clearly state any and all exceptions. A principal, officer or owner of the company with authority to bind the landscape maintenance company, shall sign this acceptance statement.
- R. Proposal Prices: Proposal prices shall include everything necessary for the completion of and fulfillment of the Contract, including but not limited to, furnishing all transportation, materials, equipment, and all management, superintendence, permits, labor and services, except as may be provided otherwise in the Contract Documents. The prices should be listed by yearly lump sum by site. The basis of payment shall be on a monthly fixed price basis or as otherwise agreed to in writing by the County. The County reserves the right to award individual work areas to different contractors and/or negotiate cost proposals.
- S. Additional Work: County has the authority to direct additional work including work for vandalism, County initiated improvements, and the addition of new sites. Additional work outside the Scope of

Services will require written approval from County prior to the commencement of work. Costs for additional work completed by the Contractor prior to receiving written approval from the County shall be the responsibility of the Contractor. Where there is a conflict between words and figures, the words shall govern and the figures shall be disregarded. Please refer to Exhibit B Scope of Services/Proposal Form in filling out the annual prices for various County facilities.

- T. Taxes: Proposal prices shall include all applicable federal, state, and local taxes.
- U. Pricing: The Contractor will agree to perform the described work for the prices indicated in the proposal and markup stipulated in the Contract or as negotiated by County for a period of at least twenty (20) months through June 30, 2022. At the request of the Contractor, County will revise price to be effective for the next 12-month period on July 1 of each year. All price increases will be based on Bureau of Labor Statistics – Consumer Price Index – Urban Wage Earners and Clerical Workers for the Los Angeles – Riverside – Orange Co. metropolitan area as of April 30 of each year. This increase shall not to exceed 3% in any one year, including any extensions in term of Contract. County also agrees to adjust payments to reflect changes in work quantities and to pay for new work assigned to Contractor at the contract rates then in effect. Adjustments to quantities may be requested by either party and is subject to field verification by County.

Contractor further agrees to accept new work assigned by County during each contract period at the costs quoted in the proposal or at adjusted costs for succeeding annual periods. Indicate what your material markup is (over wholesale price) for all work types performed.

The County will only award a contract if the cost of the agreement is at or below the approved site funding allotment.

5. AWARD OF CONTRACT

The award of contract, if any, will be made within approximately ninety (90) days after the Proposal opening to the Contractor(s) as outlined in the Selection Process. Each Proposal, as submitted, shall remain in effect for ninety (90) calendar days after the date the Proposals are opened. No Contractor may withdraw its Proposal during this time period. Comparing and evaluating the Proposals based on the Selection Criteria below shall determine the Contractor(s) selected by the County. County reserves the right to reject any and all Proposals or to waive any irregularities or informalities in any Proposal or in the RFP procedures.

Contractor shall be bound to the prices on the Proposal Form for the duration of the contract term except as indicated within the contract to include options if awarded by County.

6. COMPLIANCE WITH APPLICABLE LAWS

Prior to award of a contract resulting from this solicitation, the Contractor shall furnish, upon County's request, verification of payment to its employees California's prevailing wages as required by law. In addition, upon County's request, Contractor shall promptly furnish verification that its employees have legal rights to work in the United States of America and in the State of California.

7. SELECTION PROCESS/CRITERIA

The County will evaluate and rank Proposals based on selection criteria. Any proposal may be rejected if it is conditional, incomplete or contains irregularities. Minor or immaterial irregularities in a Proposal may be waived. Waiver of an irregularity shall in no way modify the Request for Proposals nor affect recommendation for award of the Contract. The criteria for the selection of the landscape maintenance company, listed in relative order of importance, shall include:

- Ability of the Contractor to provide innovative approaches and techniques in the delivery of services and partnering with the County to reach high quality outcomes.
- Demonstration of exceptional ability to provide a high level of quality service standards under similar conditions to institutions, private or public of similar size and area requirements.
- Quality and performance assessments of work quality and working relationships with current and recent clients that indicate high levels of satisfaction and effectiveness.
- Proven competencies in the effective and efficient use of natural resources, implementation of best management practices, and use of integrated pest management.
- Policies that provide highly trained and competent staff at every level of the organization.
- Demonstration of a high level of stability and long term high quality performance of the Contractor.
- Well organized communication systems and electronic reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the County.
- A high level of competence, knowledge and expertise in the area of central irrigation systems repair, programming and maintenance.

8. MODIFICATION OF PROPOSAL

Modification of a Proposal already received will be considered only if the modification is received prior to the deadline date for receiving Proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original Proposal.

9. POSTPONEMENT OF OPENING

County reserves the right to postpone the date and time for receiving and/or opening Proposals.

10. DISQUALIFICATION OF CONTRACTOR

If there is a reason to believe that collusion exists among any of the Contractors, none of the Proposals of the participants in such collusion will be considered, and County may likewise elect to reject all Proposals received.

11. REJECTION OF PROPOSALS

County reserves the right to reject any Proposals which are incomplete, obscure, or irregular, any Proposals which omit any one or more items for which Proposals are required; any Proposals which omit unit prices if unit prices are required; any Proposals in which unit prices are unbalanced in the opinion of County; any Proposals accompanied by insufficient or irregular Proposal guaranty; and any Proposals from Contractors who have previously failed to perform properly or to complete contracts of any nature on time.

12. COMPLETING AND SIGNING FORMS

The Contractor's attention is directed to the forms included with this RFP. Failure to properly complete and sign any forms may be cause for rejection of a Proposal.

13. CONFLICT OF INTEREST

No employee, director, officer, or agent of County shall participate in selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his/her immediate family, his or her partner, an organization which employs, or is about to employ, any of the above interest in the firm selected for award.

County's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors, or has a financial or other interest in the firm selected for award parties to sub agreements.

14. WARRANTY OF TITLE

Contractor warrants to County, its successors, and assigns that the title to the materials, supplies or equipment covered by the Contract, when delivered to County or to its successors or assigns, is free from all liens and encumbrances.

15. WARRANTY OF FITNESS

Contractor warrants that all materials, supplies and products furnished meet the requirements and conditions of the Contract Documents and are fit for the purpose intended.

16. RISK OF LOSS

All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the execution of the work, or the furnishing of the supplies, materials, or equipment, or from any action of the elements prior to final written acceptance of the work, or of the supplies, materials or equipment, or from any act or omission not authorized by the Contract Documents on the part of the Contractor or any agent or person employed by it, shall be sustained and borne solely by the Contractor.

17. RECORDS/AUDIT

Contractor and its subcontractors shall establish and maintain records pertaining to this Contract. Contractor's and subcontractors' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, invoices and vouchers.

Contractor shall permit County and its authorized representatives to inspect and examine Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. County further reserves the right to examine and re-examine said books, records, accounts, and data during the three (3) year period following the termination of this Contract. Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for this three-year period.

Pursuant to California Government Code Section 10532, the parties to this Contract shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the Contract. The examination and audit shall be confined to those matters connected with the performance of this Contract including, but not limited to, the cost of administering the Contract.

18. IDENTIFICATION OF SUBCONTRACTORS

Contractor(s) may use subcontractors for various functions or may put together a full-service proposal, utilizing subcontractors to supplement functions not provided directly by the lead contractor. All subcontractors must be identified by company name, address, County, state, zip code and phone number. Each subcontractor’s work responsibility must be clearly called out.

Example:

Subcontractor/Phone	Address	City, State, Zip	Services
Go Climb a Tree (805) 516-xxxx	456 Oak Street	Santa Barbara, CA 93101	Arborist and tree maintenance services
Clean R Us (805) 516-xxxx	701 Second Street	Santa Maria, CA 94567	Custodial services for restrooms and buildings
Anonymous Landscaping (805) 779-xxxx	123 Main Street	Goleta, CA 93110	All mowing, edging and trimming

19. CHANGES IN CONTRACT PRICE

Other provisions of the Contract Documents notwithstanding, the Contract Price may be changed only by a Change Order or amendment duly authorized by County. The value of any work covered by a Change Order or amendment or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- Unit price previously approved.
- An agreed lump sum.
- The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work to cover the cost of general overhead and profit (including subcontractor’s overhead and profit).

Unless a change order has been so executed, it shall be conclusively presumed that all work performed is included in the Contract Price.

20. CHANGE ORDER / AMENDMENT

- A. County may at any time make alterations, deviations, additions to or deletions from the Contract Documents, and may increase or decrease the quantity of any item or portion of the work, or delete any item or portion of the work, and may require extra work, as determined by County to be necessary or advisable. All such work shall be performed under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered.
- B. Any such changes will be set forth in a written Contract Change Order issued by County. The Contract Change Order/Amendment will specify: (1) the work to be done in connection with the change to be made; (2) the amount of the adjustment of the Contract price, if any, and the basis for compensation for the work ordered; and (3) the extent of the adjustment in the Contract time, if any. A Contract Change Order or Amendment shall not become effective until the County Manager has signed it.
- C. No changes or deviations from the Contract Documents shall be made without an approved Contract Change Order, except in the case of emergency. In such case and upon receipt of a written directive signed by the County Manager, the Contractor shall proceed with the ordered work and County will prepare a written Contract Change Order for approval and issuance to the

Contractor as soon thereafter as practicable.

- D. In the event, the Contractor encounters any unanticipated conditions or contingencies that may affect the Scope of Services and would result in an adjustment in the amount of cost of the Contract, the Contractor shall so advise County in writing immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation resulting thereof.
- E. Disagreement by the Contractor with County's determination of the need for, or amount of, an adjustment in Contract price or Contract time associated with an approved contract change order or amendment (or disagreement by the Contractor with County's determination that a change has not occurred and no contract change order or amendment is needed) shall not, under any circumstances relieve the Contractor from its obligation to promptly begin and diligently prosecute the work, including the change, as described in the approved contract change order or amendment.

21. INSURANCE

Contractor shall, at no cost to County, obtain and maintain during the term of the contract those insurance amounts listed in the Attachment 1: Sample Agreement for Services of Independent Contractor.

22. VANDALISM AND ACCIDENTAL DAMAGE

County assumes responsibility for the cost of repairing or replacing appurtenances damaged by persons other than the contractor or his agents. Vandalism or accidental damage repair costs shall be based on unit costs submitted by Contractor in the Proposal or on time and materials quotes for work not called out in proposal. Contractor(s) shall be responsible for reporting to County and repairing or replacing all appurtenances damaged by Contractor(s) or Contractor's agents. List unit costs for any repairs that you would encounter.

23. PLANT LOSS

It is one of the Contractor's prime responsibilities to prevent loss of plants caused by Contractor personnel and equipment, pests, diseases, insects, soil conditions, nutrient, micro-climatic conditions, improper planting, or problems in watering.

Contractor agrees to be continuously alert in locating and defining problems and agrees to exercise prompt and proper corrective action. A preliminary written report shall be submitted for major corrective problems not covered in the contract along with the costs.

Contractor agrees to replace, at the Contractor's cost, any dead, stunted, or damaged plantings that are the result primarily of the Contractor's negligence. Plants lost from Contractor's negligence shall be replaced, at the Contractor's expense, within thirty (30) days of discovery. Replacement plants shall be comparable in size to the lost plant up to a maximum size of a twenty-four (24) inch box, or if smaller, the size shall be approved by the County.

The Contractor shall not be held responsible for plant losses due to maladies beyond the Contractor's control; this includes, but is not limited to, disease or insect attack for which there is no legal recommended control, acts of vandalism, earthquakes, fires, storms and related events. Contractor shall report all such conditions to the County in writing within seventy-two (72) hours of occurrence, and submit a proposal for the work or repairs along with the costs. The Contractor shall obtain County's written permission/direction or authorization prior to proceeding with the work. Failure to notify the

County within 72 hours of occurrence will result in replacement at the Contractor's cost as if the cause was Contractor negligence.

The County shall approve all replacement plants that differ in species. However, it is agreed that replacing plants shall not be used by the Contractor as a substitute or for proper care. The County will consider Contractor negligence a major breach of contract with full responsibility for costs and losses.

Dead plants and those in a state of decline shall be brought to the County's attention immediately. The County shall pay labor and material for plant replacement not caused by Contractor negligence on an actual time and material basis if authorized by an approved change order.

All new plant material and irrigation installations or repairs shall be guaranteed for a period of ninety (90) days for unhealthy plant installation and/or poor workmanship. Exceptions include damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants and materials shall be inspected and approved by County prior to installation.

At the end or termination of the Contract, the County reserves the sole right to withhold final payment(s) in the amount necessary to replace any damaged or dying plant material that is a result of Contractor negligence or at any site that's condition is in worse condition than when the Contract was accepted.

24. OUTCOME-BASED CONTRACT AND INSPECTION PROBLEM RESOLUTION PROCESS

It is understood by both parties that turf mowing needs will vary depending on the time of year and amount of rainfall. The Contractor agrees to maintain the same amount of hours worked weekly in each park during times when there is less demand for mowing. The County will regularly inspect the Contractor(s)' work and rate it according to the maintenance standards and inspection criteria, attached as Exhibit A. Contractor(s) will be paid for work rated as "meets standards". Contractor(s) will not be paid for work rated as "unsatisfactory" until conditions improve and rate as "meet standards." If an area does not meet County standards, it will be considered "unsatisfactory". Contractor(s) will not be paid additional amounts for remedial work required to improve "unsatisfactory" areas. County staff will work closely with contractor(s)' representatives to achieve the results described in the standards and inspection criteria. However, responsibility for meeting standards rests solely with the Contractor.

During the first three (3) months of the contract, the Contractor will receive one hundred percent (100%) of the monthly contract payment. During this period, Contractor will inspect the sites at least monthly and will discuss inspections with County. This process and time frame will allow for the Contractor to understand the site issues enough to proceed. Following this period, Contractor performs quality inspections a minimum of every month, or as needed.

The Contractor will provide electronic versions of the monthly inspections to the County by the 10th of the following month as to each site's compliance with County standards. The inspection can be "noted exception" which only indicates areas which do not meet standards. In addition to the noted exceptions, an action plan with deadlines is to be provided to the County to indicate when corrections will be made. Failure to turn in inspections by the deadline will result in monthly payment being withheld until inspections are turned in.

There will be a financial impact to the Contract if any scheduled use, (including, but not limited to, special events or recreation programs) of County facilities are impacted by neglect on the Contractor's part. Any costs associated with re-scheduling the event/activity/program will be the responsibility of the Contractor for time, staffing and costs, including, but not limited to, officials' salaries, part-time staff salaries,

maintenance call out person salaries (stand by), light costs, and preparation of fields (which can include a drag, watering and lining of the field).

For any site that fails to meet County standards as a result of some action that is Contractor's responsibility, the Contractor is to notify the County immediately and develop a plan to bring the site back to compliance. Should the County notice the Contractor of a site(s) that does not meet County standards, and the County has not been notified by the Contractor, the Contractor will be put on notice in writing to bring the site back into compliance. The following penalty will result:

- The monthly payment for the specific site(s) will be withheld by the County until the site is back in conformance with County standards.
- If conformance is reached within thirty (30) days of notice, the County will release one hundred percent (100%) of the payment.

If the County has to notice the Contractor a second time at the same site within twelve (12) months of the initial notice, the following penalty will occur:

- The County will withhold the monthly payment for the site. If the conformance is reached within 30 days of notice by the County, the County will release eighty percent (80%) of the payment, keeping twenty percent (20%) as a penalty.

If at any time during a notice by the County, the Contractor does not bring the site into conformance within thirty (30) days, the following penalty will occur:

- The County will keep the monthly payment as a penalty and withhold the next month's payment following the above mentioned conditions until conformance is reached or the Contract is terminated.

County's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.

The parties will observe the following problem resolution process:

1. Written notice of problem
2. Field conference with inspector/Contractor's field representative to identify problem and agree on solution as presented by Contractor
3. Conference between County's representative and Contractor's principal
4. Imposition of penalties and/or correcting defect at Contractor's cost
5. Termination of Contract

25. INSPECTION OF SITE OF WORK

Contractors are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and the actual conditions of and at the site. Contractors may apply to the County for additional information and explanation before submitting proposals. However, no supplemental information requested or furnished shall vary the terms of the Contract Documents or affect the Contractor's sole responsibility to satisfy himself as to the conditions of the work to be performed. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the actual conditions or location of the work.

Submission of a proposal by a Contractor shall constitute acknowledgment that the Contractor has relied, and is relying, on its own examination of (a) the site of the work; (b) access to the site; (c) all other data, matters, and things requisite to the fulfillment of the work and, on their own knowledge of existing facilities on and in the vicinity of the site of the work and not on any representation or warranty of the lack of knowledge of the above items.

26. PROPOSALS ARE PUBLIC RECORDS

Each Contractor is hereby informed that upon submittal of its proposal to the County in accordance with this RFP, the proposal is the property of the County.

- A. The County shall consider each proposal subject to the public disclosure requirements of the California Records Act (California Government Code sections 6250, etc. seq.), unless there is a legal exception to public disclosure.
- B. If a Contractor believes that any portion of its proposal is subject to a legal exception to public disclosure, the Contractor shall: (1) clearly mark the relevant portions of its proposal as “Confidential” and (2) upon request from the County, identify the legal basis for exception from disclosure under the Public Records Act and (3) the Contractor shall defend, indemnify and hold harmless the County regarding any claim by any third party for the public disclosure of the “Confidential” portion of the proposal.

27. QUALIFIED CONTRACTOR SUPERVISION

All of Contractor’s supervisors must be qualified, proficient in English, trained and capable of providing adequate supervision and direction of all Contractor’s employees and must demonstrate verbal and written communication skills sufficient for the work required herein.

28. CONTRACTOR’S EMPLOYEES

Only Contractor’s employees are allowed on premises. At all times, personnel shall wear uniforms. The County shall have the right to have Contractor remove from assignment to County facilities such employees of Contractor as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interest of the County. Contractor’s employees shall not use tobacco products, drugs, alcohol or other items of this nature anywhere on premises or within 1,000 feet of County property.

29. HOURS OF WORK

The Contractor shall perform all work during the working hours of 7:00 a.m. to 3:30 p.m., Monday through Friday (unless otherwise noted below). If the Contractor wishes to work during any other hours, a written request for that work shall be submitted including agreement to pay for overtime inspection from the Contractor, if necessary. Written permission must be received from the County prior to working. The request must be received at least two (2) working days in advance of any work. The County will notify the contractor in writing when special events are planned so that the contractor can adjust the maintenance schedule.

30. SUBMITTAL REQUIREMENTS

The firm shall submit five (5) copies of the technical and cost proposals for Santa Barbara County Landscape Maintenance of County-Wide to:

Santa Barbara County Community Service-Parks Division
Attention: Jeff Lindgren
123 East Anapamu St, 2nd Floor
Santa Barbara, CA 93101

County staff will accept proposals for Santa Barbara County Landscape Maintenance of County-Wide Parks until **3:00 p.m. on September 3, 2020**. *Postmarks will not be accepted and late Proposals will not be considered. Please note due to COVID-19 restrictions, please call Community Services Business Manager, Sherman Hansen, 805-568-3408, and schedule a time to deliver proposal by the deadline noted above.*

31. CONTRACTOR ACKNOLEDEGEMENT AND SIGNATURE

I/we have thoroughly examined and are familiar with the legal and procedural documents, general conditions, specifications, and addenda (if any) of this Request for Proposals. If selected for award, I/we agree to furnish the items and/or services specified at the prices and under the conditions indicated.

Authorized Signature _____
Printed Name _____
Title _____
Direct Phone Number _____
Date Signed _____

EXHIBIT A

Santa Barbara County Landscape Maintenance Standards

The following standards are referenced from the Santa Barbara County Landscape Maintenance Standards and rated as "Meets Standards".

Section 1 Turf

- 1.1. General Use Standard
 - a) All turf areas will support their designed uses – informal play, sports, picnics, and other park activities.
 - b) Turf will be healthy with an even surface and uniform, deep green color.
 - c) Turf will not exhibit bare spots.
 - d) Turf will be pest-free.
 - e) Shall be maintained in accordance with Turf Maintenance Section 1.2, Irrigation Section 3, and Disease and Pest Control Section 4 standards.

- 1.2. Turf Maintenance
 - a) Mowing- All trash and litter shall be picked up by Contractor prior to mowing.
 - b) Height of cut (in inches) for high-traffic grasses shall be appropriate for season and type of grass to promote healthy turf and conserve water.
 - c) Edging
 - i. Complete site edging of trees, curbs, sidewalks, beds, buildings, sprinklers, valve boxes, meter boxes, site furnishings, etc., shall be performed to insure the site looks groomed and complete.
 - d) Aeration
 - i. As needed to maintain standard.
 - e) Weeds
 - i. Turf will be weed free.
 - f) Pests
 - i. Turf will be free of a burrowing pests.
 - g) Reseeding or Sod Replacement
 - i. Reseeding or sod replacement shall be done on an as needed basis to meet standards.
 - h) Fertilizer
 - i. Apply as needed to maintain standard.
 - ii. All applications to be balanced fertilizer with nitrogen, phosphorous, and potassium (NPK) based on site-specific soil analysis. Micronutrient applications may be applicable. OMRI Certified Organic fertilizer may be required at some locations.

Section 2 Planters and Shrubs

- 2.1 General
 - a) Planters shall be kept weed free with a minimum of 2" of mulch.
 - b) All hedges and shrubs shall be maintained in accordance standards set by County
 - c) All planter shall be kept free of burrowing pests
 - d) All irrigation shall be maintained in accordance with Irrigation Section 3.

Section 3 Irrigation

3.1 General

- a) Irrigation systems shall be checked on a regular basis to assess for overspray and proper operations. Any issues shall be reported to the County immediately.
- b) Any damaged to the irrigation system caused by Contractor shall be repaired immediately and reported to the County.

Section 4 Disease and Pest Control

4.1. All areas of park, including turf, planters, shrubs, etc., shall be disease and pest free, including burrowing pests. Any signs of stress or damage to trees, shrubs, turf or planting materials and/or a direct bother to the public or its safety, shall be corrected by utilizing one of the three (3) steps indicated:

- a) Preventative - a scheduled chemical or cultural program designed to prevent significant damage.
- b) Corrective - application of chemical or mechanical controls designed to eliminate observed problems.
- c) Integrated Pest Management - withholding any controls until such time as pests demonstrate damage to plant materials, or become a demonstrated irritant or safety concern to the public, such as in the case of wasps, ants, gophers, etc.

Section 5 Dog Parks

5.1. All trash, litter and fecal matter shall be removed prior to mowing.

EXHIBIT B

Santa Barbara County Scope of Services/Proposal Forms Landscape Maintenance of County-Wide Parks

The County is accepting Proposals for the maintenance of landscape areas in County Parks.

Parks:

Contractor is to provide individual bids for each of the identified parks. Bids shall be broken down by costs of “turf,” “planter beds” and “pest control” by each individual park identified. Individual park bids will include monthly as well as annual costs. The Contractor will also include a lump sum yearly bid for all parks combined.

Additional Work:

Contractor is to provide rates and fees for additional work related to labor and applicable equipment.

Santa Barbara County Landscape Maintenance of County-Wide Parks

PROPOSAL FORM – Parks

Park Name	Total Park Acreage	Turf Area (sq ft)	Annual Base Bid (\$)
North County Parks			
Miguelito Park	4.2	21,080	
Los Alamos Park	51.6	403,905	
Cobblestone OS	7.5	52,272	
Falcon OS	0.7	39,204	
Stonebrook OS	3.0	100,188	
Rice Ranch OS	0.8	35,956	
Domino OS	0.5	23,958	
Lee West OS	1.7	52,272	
Nojoqui Falls Park	82.5	134,050	
Santa Ynez Park	3.5	91,826	
Waller Park	153.5	490,640	
Stonegate OS	0.44	13,000	
South County Parks			
Goleta Beach	28.8	158,252	
Tuckers Grove Park	130.7	148,400	
Arroyo Burro Park	12.8	22,200	
Manning Park	12.0	145,487	
Lookout Park	4.3	35,431	
Toro Canyon Park	88.4	53,415	
Rincon Park	10.9	7,370	

Santa Barbara County Landscape Maintenance of County-Wide Parks

PROPOSAL FORM – RATES AND FEES FOR ADDITIONAL WORK

Task	Hourly Rate
Common Labor	
Skilled Technician	
Supervisor	
Emergency / Off Hour Response	
Other (describe):	
Equipment	
Tractor with Implements (spreader, auger, aerator)	
Spray Equipment	
Dump Truck	
Heavy Equipment	
Other (describe):	
Other	
Per Acre Rough Mowing	
Per Acre Hand Work	
Per Acre Herbicide	

Attachment 1

SAMPLE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and {ENTER BUSINESS} with an address at {ENTER ADDRESS} (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, the COUNTY solicited a Request for Proposals (RFP) for Landscape Maintenance of County-Wide Parks in the manner prescribed by law; and

WHEREAS, the COUNTY has been contracting for landscape maintenance services in County Parks and at County facilities since 2000; and

WHEREAS, CONTRACTOR represents that it is qualified and willing to provide such landscape maintenance services; and

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth; and

WHEREAS, after review of all proposals submitted, COUNTY determined that CONTRACTOR best met the selection criteria for the Work;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

DESIGNATED REPRESENTATIVE

{ENTER REPRESENTATIVE'S NAME} at phone number {ENTER PHONE NUMBER} is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. {ENTER CONTRACTOR REPRESENTATIVE} at phone number {ENTER PHONE NUMBER} is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: {ENTER NAME, BUSINESS, ADDRESS, STATE, ZIP, FAX NUMBER}

To CONTRACTOR: {ENTER NAME, BUSINESS, ADDRESS, STATE, ZIP, FAX NUMBER}

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

TERM

CONTRACTOR shall commence performance on {ENTER DATE} and end performance upon completion, but no later than {ENTER DATE} unless otherwise directed by COUNTY or unless earlier terminated.

COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required

to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services.

CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

TERMINATION

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed

by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **{ENTER CONTRACTOR}**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

{ENTER DEPARTMENT NAME}

CONTRACTOR:

{ENTER NAME OF CONTRACTOR}

By: _____
Department Head

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT A
STATEMENT OF WORK

{INSERT STATEMENT OF WORK.}

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EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation at Selected Milestones (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **xx**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory and within the cost basis of **Attachment B1**, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

Percentage of Total Contract Amount OR Maximum Amount Chargeable	Milestone Description
xx	xx

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in **EXHIBIT A** have been delivered and found to be satisfactory.

- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Indemnification and Insurance Requirements

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. This Indemnification provision shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the

COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement.
9. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.