

RESOLUTION NO. 2020 -

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH DOMINGUEZ LANDSCAPE SERVICES
FOR PARK MOW SERVICES

The City Council of the City of Rocklin does resolve as follows:

WHEREAS, in March and April 2019, the City engaged in a competitive bidding process for City Park Mow Services, and thereafter the Council awarded the contract to Terracare Associates LLC (Reso. 2019-140); and

WHEREAS, Terracare Associates LLC terminated the contract early, with termination effective February 28, 2020;

WHEREAS, the next lowest responsible bidder was Dominquez Landscape Services, and Dominquez Landscape Services has agreed to provide the services at the same unit price identified in their bid; and

WHEREAS, the agreement for park mow services is based on a price per square foot with the allowance for addition/deletion of square feet via change order, and services will commence March 1, 2020, with the term of the agreement ending December 31, 2022; and

WHEREAS, the City of Rocklin Park Mow Services was included as part of the FY 19-20 operating budget, and will be included in the FY 20-21 operating budget that will be submitted to the City Council for approval in June 2020.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rocklin as follows:

Section 1. The City Manager is authorized to execute an agreement for City of Rocklin Park Mow Services with Dominguez Landscape Services in the total amount of \$1,960,523.00, in substantially the form attached hereto as Exhibit "A."

Section 2. The City Manager's change order authority under the contract is established to add/delete square footage as the City increases/decreases the landscape and park maintenance areas, to the extent Council has appropriated funds for the services.

PASSED AND ADOPTED this 11th day of February, 2020 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Greg Janda, Mayor

ATTEST:

Hope Ithurnburn, Interim City Clerk

EXHIBIT A

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 2020, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and Dominguez Landscape Services Inc., registered to conduct business in the State of California

Dominguez Landscape Services
8376 Rovana Circle
Sacramento, CA 95828
(916) 879-1853/dls@dominguezlandscape.net

"Contractor" who mutually agree as follows:

1. SCOPE OF WORK

Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the One Million, Nine Hundred and Sixty Thousand, Five Hundred and Twenty-Three Dollars (\$1,960,523.00). The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

B. Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with monthly billings. Reimbursable expenses shall be limited to actual expenditures of Contractor for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

C. Contractor shall submit all billings/invoices for services to City in the manner specified in the Contract Documents. Contractor's fees shall be as specified in the Contract Documents. All invoices submitted by Contractor shall contain the following information:

- (1) Job/project name or description;
- (2) City's current purchase order and/or work order number (if applicable);
- (3) Contractor's invoice number;
- (4) Date of invoice issuance;
- (5) Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
- (6) Amount of invoice, itemizing all authorized reimbursable expenses; and
- (7) Total billed to date under agreement.

D. City shall make payment to Contractor net 30 days from receipt of an acceptable invoice. If Contractor's performance is not in conformity with the Scope of Work, Exhibit A, or the Schedule of Performance, Exhibit B, or the provisions set forth above, payments may be delayed or denied, unless the Contractor's failure to perform is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 4. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above, or as set forth in the Schedule of Performance.

E. During performance of the agreement and for a period of three (3) years after completing all services, Contractor shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Contractor's costs for all services performed under this agreement and records of Contractor's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

F. Contractor shall pay when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

3. FACILITIES AND EQUIPMENT

Contractor shall at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform services pursuant to this agreement. City shall furnish to Contractor, only the facilities and equipment listed in Contract Documents (if any) according to any terms and conditions set forth in Exhibit A.

4. TERM OF CONTRACT

A. The term of the agreement is from March 1, 2020 through December 31, 2022, unless earlier terminated by a party hereto.

B. The services of Contractor are to commence upon receipt of written notice to proceed from the City, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as Exhibit B.

5. SUSPENSION/TERMINATION:

A. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving written notice of suspension to Contractor. If City gives such notice, Contractor shall immediately suspend its activities under this agreement.

B. This Contract may be terminated by either party, provided that the other party is given not less than 60 calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

- i. Contractor shall immediately cease rendering services pursuant to this agreement;
- ii. Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this agreement;
- iii. City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination; provided however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the agreement not been terminated or had Contractor completed the services required by this agreement. Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that city may have in law or equity.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

6. INDEPENDENT CONTRACTOR

Contractor enters into this Contract as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this Contract to act on behalf of City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this agreement.

7. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

8. EXTENSIONS OF TIME

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 7.

9. PROPERTY OF CITY

It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

10. COMPLIANCE WITH ALL LAWS:

Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, all applicable laws, ordinances, and codes of federal, State and local governments, which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

For all leases and purchases of materials, equipment, supplies or other tangible personal property used to perform the agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit or Seller's Permit from the California State Board of Equalization, in accordance with the applicable SBE criteria and requirements. This provision applies in all instances unless prohibited by the funding source for the agreement.

FOR WORK SUBJECT TO PREVAILING WAGES, The work contemplated under this Contract is a public work for the purposes of Labor Code section 1720, and is subject to the payment of prevailing wages. Accordingly, Contractor shall comply with the provisions of Exhibit "E".

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in **the Contract Documents** in a manner which is consistent with the generally accepted standards of Contractor's profession.

B. Contractor is duly licensed, qualified and experienced to perform the services set forth in the Contract Documents. Contractor represents and warrants that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession or provide any services under this agreement. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this agreement, any licenses, permits and approvals that are legally required for Contractor to practice its profession or provide such services. If Contractor is an out of state corporation, Contractor further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State.

C. Contractor shall perform all services required pursuant to this agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. Contractor shall devote such time and effort to the performance of services pursuant to this agreement as is necessary for the satisfactory and timely performance of Contractor's obligations under this agreement. Neither party shall be considered in default of this agreement to the extent that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

D. All products of whatsoever nature that Contractor delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any scope of services or schedule of performance specified in the Contract Documents.

E. Contractor shall assign only competent personnel to perform services pursuant to this agreement. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Contractor shall notify City in writing, of any other changes in Contractor's staff assigned to perform the services required under this agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Contractor to perform services pursuant to this agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

F. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

G. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are

reported to Contractor in as identified in Exhibit A.

12. ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City. The City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this agreement. However, claims for money due or to become due Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

13. INTEREST IN CONTRACT

Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

14. LIABILITY OF CONTRACTOR-NEGLIGENCE

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS

Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Contractor's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONTRACTOR TO PROVIDE INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT INSURANCE

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance 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.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. Other Insurance Provisions

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

1. **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. **Primary Coverage.** For any claims related to this contract, the Contractor's insurance coverage shall be primary with coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers, and shall be excess of the Contractor's insurance and shall not contribute to it.

3. **Notice of Cancellation.** Each insurance policy required above shall not be canceled, except with notice to the City.

4. **Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

7. **Claims Made Policies.** If any of the required policies provide coverage on a claims made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

8. **Verification of Coverage.** Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

17. GENERAL/MISCELLANEOUS PROVISIONS:

A. **Contract Documents.** This agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity.** Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. **Inspection of Records.** Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

D. **Entire Agreement.** This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this agreement. No alteration or modification of this agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. **Severability.** If any portion of this agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. **Waiver.** Neither City's acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach, or condition precedent, shall be construed as a waiver of any provision of this agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

G. **Notice.** All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of Rocklin Corporation Yard
4081 Alvis Court
Rocklin, CA 95677

Copy to: City Attorney
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677
Email: LegalNotices@rocklin.ca.us

Contractor: Dominguez Landscape Services
8376 Rovana Circle
Sacramento, CA 95828

H. **Enforcement of Agreement.** This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

I. **Attorney's Fees.** In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

J. **Power and Authority to Enter into Agreement.** All 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.

K. **Exhibits.** All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

CITY OF ROCKLIN

By: _____

Steven Rudolph, City Manager

ATTEST:

By: _____

Hope Ithurnburn, Interim City Clerk

APPROVED AS TO FORM:

By: _____

Sheri Chapman, City Attorney

CONTRACTOR

By: _____

Print Name _____

Title: _____

EXHIBIT A

Contractor Proposal/Scope of Work

**CITY OF ROCKLIN
PARK MOW SERVICES- SPECIFICATIONS**

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**LANDSCAPE MAINTENANCE & MOW
SPECIFICATIONS**

1. SCOPE

- A. Furnish all labor, materials, tools, equipment, and transportation required to perform mowing, edging, trash and debris removal, cleaning of sidewalks, care of shrub beds, care of ground cover plantings, fertilization, aerating, applications of pesticides, pruning, weed control in shrub beds, parking lots and where undeveloped meets grass or shrub bed (4' of spray for separation), renovation of turf (Due to damage by contractor), and other items specified herein and listed on the proposal.

- B. It is the responsibility of Contractor to assure that all turf and planting is kept in a healthy growing condition by cultivating, mowing, edging, fertilizing, and by performing any other necessary operations of maintenance. If the Contractor observes any issues that are not within their scope of work they shall immediately report them to the project manager.

2. CONTRACTOR EXPERIENCE

- A. Contractor shall demonstrate through previous or existing contacts the ability and knowledge to manage a contract of this size. Contractor shall provide a list of experience and contact information with the bid documents and submit at time of bid.

3. INTERFERENCE

- A. Contractor shall conduct the work required in such manner as to cause the least amount of interference to the public.

- B. Contractor recognizes that, during the course of this Agreement, other activities and operations may be conducted by City work forces and/or other contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. Contractor may be required to modify the weekly schedule and shall promptly comply with any request made by the City Inspector. To the extent that any such modifications may alter the specifications in the agreement, City will evaluate the need to amend the contract.

4. DAMAGE/NON-PERFORMANCE

- A. All landscaping covered under this contract will be evaluated on a regular basis by the City Inspector. Any damage identified will be noted and reviewed with Contractor at meetings to be scheduled by City.

- B. Any damage to landscaping, equipment or any related structures (e.g., valve boxes, drains, tree stakes) due to Contractor's negligence during the performance of any provision of this agreement shall be the responsibility of the Contractor. Contractor shall notify the Inspector within four (4) days of the loss of plant material due to any cause. Contractor is responsible for cost of replacing trees, shrubs, turf or ground cover if loss was due to negligence as determined by the Inspector. Contractor will be responsible to flag all areas of concern, whether damage was caused by contractor or not so that City staff may be notified of areas of deficiency and/or in need of attention.
- C. Contractor will have two (2) working days to repair and correct any damages once Contractor has been notified by the City Inspector and a determination has been made that the Contractor caused the damages in question. Any time extension or deviation will require the coordination and approval of the City Inspector. The damaged area will be restored to its original condition unless otherwise specified by the City Inspector. Contractor will notify the City in writing that the repairs and/or corrections have been completed no later than two (2) business days after they have been finished.
- D. If sprinklers are damaged by Contractor during the course of this contract by mowing and/or other construction, Contractor shall repair such damages at Contractor's sole expense. Repairs shall be completed within 24 hours of Contractor becoming aware of the damage or by notification by the City. Repairs not completed within 24 hours of notification will be completed by City and all costs incurred shall be withheld from the contracted monthly invoice. During times of drought or water conservation, all repairs should be flagged and noticed to the City immediately.
- E. City will regularly inspect the Contractor(s) work. Contractor will be paid for work rated as "meets standards." Penalties as noted in detail below will incur for work rated as "unsatisfactory." City staff will work closely with the 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 the City. This process and timeframe will allow for the contractor to understand the site issues enough to proceed. Following this period, Contractor performs quality inspections a minimum

of once each month or as needed and submits inspection reports to the City.

The Contractor will provide electronic versions of the monthly schedule to the City by the 1st of each month.

For any site that fails to meet City standards as a result of some action that is the Contractor's responsibility, the Contractor shall notify the City immediately and develop a plan to bring the site back into compliance within ten (10) days. Should the City notice the Contractor of a site(s) that do not meet City standards, and the City has not been notified by the Contractor, the Contractor will be put on notice in writing to bring the site back into compliance in accordance with the progressive non-compliance schedule. Should non-compliance continue after written warning, the following penalties will result:

1. The monthly payment for the specific site(s) will be withheld by the City until the site is back in conformance with City standards.
2. If conformance is reached with fourteen (14) days of notice, the City will release one hundred percent (100%) of the payment.

If the City notices the Contractor a second time at the same site within six (6) months of the initial notice, the following penalty will occur:

1. The City will withhold the total monthly payment. If conformance is reached within 14 days, the City will release ninety five (95%) of the total payment, keeping five (5%) as penalty. Any subsequent violations of non-performance within one year of notification will result in a ten (10%) monthly penalty with a 5% escalator per occurrence thereafter. Termination of the contract will be considered a remedy for continued non-performance.

If at any time during a notice by the City, the Contractor does not bring the site into conformance within fourteen (14) days, the following penalty will occur:

1. The City will keep the monthly payment as penalty and withhold the next month's payment following the above mentioned conditions until conformance is reached or the contract is terminated.

The parties will observe the following problem resolution process:

- Verbal notice of the problem
- Field conference with the inspector or assign to identify and agree upon a solution as presented by the Contractor
- Written notice of the problem
- Imposition of penalties and/or correcting the defect at Contractor's cost

- Conference between City's representative and Contractor's principal
- Termination of contract

Non-performance by Contractor that results in City personnel or outside contractor performing unnecessary work in preparation for Contractor, or completing work that should have been performed by Contractor will result in the actual cost being charged back to Contractor. Contractor will not be paid additional amounts for remedial work to improve unsatisfactory areas. These costs will be deducted from the monthly invoice.

If any scheduled use, (including but not limited to, special events or recreational programs) of City facilities are impacted by neglect on the Contractor's part. Any costs associated with rescheduling 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), lighting costs, and preparation of the fields which can include a drag, watering and lining of the field.)

When the inspector discovers an area of landscape that is no longer reasonably kept free of weeds, he will communicate with the contractor the area of concern and give one (1) business day for the application of herbicide or manual removal of the weeds. The contractor shall communicate all mowing schedule changes with the inspector for approval. If park turf is uncut or only partially mowed, exceptions will be considered for weather (rain), equipment breakdown (verified onsite by inspector), unscheduled event on location or overwatering.

5. TRASH AND DEBRIS REMOVAL

- A. Complete trash and litter pickup for the removal of paper, glass, trash, undesirable materials, and all accumulated debris within the park and landscaped areas is to be performed each time the site is serviced. This includes, but is not limited to, walkways, sidewalks, all turf and planted areas, planters, drains, catch basins, gutters and parking lots. Tree limbs, including limbs from Oak trees, will also be included in debris removal. If the limb is of significant size, Contractor will notify and coordinate removal with the City. This will require a thorough inspection of the areas at least once a week. The Contractor can unload the City of Rocklin's collected trash and debris at the appropriate location in the City's Corporation Yard. The City will be contracting trash and debris removal from the trash receptacles with City parks per the established City schedule.

- B. Complete litter pickup and supplemental hand sweeping of parking lot corners and other parking lot areas along gutters/curbs inaccessible to power equipment shall be accomplished to ensure a neat appearance. Debris is not to be swept or blown into the street or other public

spaces including parks or landscaped areas. It is Contractor's responsibility to remove debris and dispose of it offsite.

- C. Accumulation of leaves shall be removed from all landscaped areas including walls, gutters, beds, planters, tree perimeters, and parking lots, and removed from the site. The tree perimeter is defined as four feet (4') from the turf or planter edge to the tree trunk. If leaves are blown into the tree perimeter, they must be picked up. Some sites might require additional visits during leaf season. Contractor will remove leaves on a weekly basis and dispose of them offsite.

6. SIDEWALKS

- A. Sidewalks and paved areas shall be blown off and cleaned of dirt or soil from maintenance equipment, as required. Turning equipment or dragging items across the sidewalks should be avoided in order to prevent the marking and staining of the concrete. In the event that the sidewalks are stained and/or have rubber tire marks, the Contractor will clean the area affected.
- B. All plant growth shall be prevented in any cracks, in curbs, or in street gutters and parking lots.

7. LANDSCAPE & MOW MAINTENANCE SCHEDULE:

- A. Contractor shall establish with the Parks and Recreation Director or designee a set maintenance schedule for all Parks and landscape including but not limited to weekly mowing and monthly maintenance, fertilization, aeration, and spray applications.
- B. The contractor shall provide a fertilization and aeration schedule one week prior to the scheduled start date. Any deviation to the set schedule will be communicated in writing and approved in advance by the City Inspector prior to its implementation. City encourages the addition of fertilization schedules and special treatments to improve the conditions of City owned landscape and turf areas, as necessary.

8. HOUR AND DAYS OF MAINTENANCE SERVICES

- A. Contractor shall perform the required maintenance service as follows:
 - 1. Landscape areas between the hours of 7:00a.m. and 6:00p.m. Monday through Friday, and on Saturday with approval of City Inspector.
 - 2. When a holiday is observed by the contractor between the months of March through October, the weekly maintenance

schedule shall be completed by working longer hours for the four remaining business days.

- B. No maintenance functions that generate excess noise, which would cause annoyance to residents of the area, shall be commenced before 7:00 a.m., Monday through Saturday. The City has established a schedule for work to be followed in the performance of this contract. All Parks scheduling will be coordinated with the Parks and Recreation Director or designee. Any deviations to the schedule will be coordinated and approved by the City Inspector prior to any work commencing. Contractor shall conduct the work at all times in a manner that will not interfere with normal park use, pedestrian traffic on adjacent sidewalks, vehicular traffic on adjacent streets, or the enjoyment of public spaces by residents or visitors.
- C. Any modification in the hours and days of maintenance service as stated in the Contractor's Service Schedule is subject to approval by the City Inspector.

9. SIGNS/IMPROVEMENTS

- A. Contractor shall not post signs or advertising material upon the site premises, unless prior approval is obtained from the Inspector. Flags to alert City staff of an area in need of maintenance or attention are exempt and encouraged.

10. SHRUBS

- A. Shrubs shall be pruned 4 times per year or more frequently as needed to maintain established height and shape or to prevent encroachment into other areas.
 - 1. Prune hedges and shrubs to maintain eight foot (8') clearance above sidewalks and fourteen foot (14') clearance overhanging beyond curb line into the paved sections of roadways to achieve safe vehicular and pedestrian visibility, clearance, and access.
 - 2. Prune hedges to reveal all street and park signs.
 - 3. Remove all dead, diseased, insect infested and unsightly branches.
Remove all vines or other growth as it develops within any shrub/hedge. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas. Vines that cover sound walls are not to be removed unless directed to do so by Inspector.

4. At the Contractor's expense, all dead shrubs shall be chipped, removed and disposed the same day at the City's Corporation Yard, 4081 Alvis Court, Rocklin, CA. Notify Inspector prior to removal of shrubs/hedges. The chipped trimmings and debris shall be placed in the designated area provided by the City.
5. Notify inspector prior to removal of shrubs/hedges.
6. Restrict growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming. In no case shall hedge shears be used as a means of pruning, unless prior authorization from the Inspector has been obtained.
7. All pruning cuts shall be smooth, leaving no stubs exposed. Ragged or chewed appearance is not acceptable.

11. GROUND COVER

- A. Ground cover shall be kept free of weeds, litter, debris and leaves. Ground cover beds shall be maintained within their intended bounds and shall not be permitted to encroach into shrub beds or adjacent areas, or in any manner deemed undesirable by the Inspector. Ground cover shall not exceed three inches (3") beyond the inside side edge of the curb or border.
- B. Ground cover plantings shall be thinned and pruned for the health of the planting and the appearance of the site, and at such other times when directed by the Inspector.
- C. Notify City of all dead or dying landscape and mark with a flag.

12. TURF

- A. Dwarf Tall Fescue Turf shall be mowed to maintain a uniform height of no more than two and one-half to three and one-half inches (2½"-3½") unless otherwise specified by the City Inspector. This will require weekly mowing except for the sports fields which will require an additional (2nd) mowing per week. (Margaret Azevedo and Kathy Lund Soccer Fields are covered under the Celebration Bermuda Section). During the winter months (November 1 – February 28), weekly mowing will be reduced and the frequency of mowing will be determined by growing conditions and subject to review by the City Inspector.
- B. Celebration Bermuda Turf shall be mowed to maintain a uniform height of no more than three-quarters of an inch to one inch (¾"- 1") unless otherwise specified by the City Inspector. A Reel Mower is required

for all mowing of the Celebration Bermuda Turf, no exceptions. This will require mowing three (3) times per week during the peak growing season. As the growing conditions change in the winter months, the mowing frequency will be reduced and subject to review by the City Inspector. Prior to dormancy in October, the over-seeding of Ryegrass (done by Rocklin Youth Soccer Club) will cause the continuation of the mowing throughout the winter months.

- C. Mulching of cuttings is allowed. At the Contractor's expense, the Contractor shall separately bag, remove and dispose of all excessive grass clippings at the City's Corporation Yard, 4081 Alvis Court, Rocklin, CA. The bagged trimmings shall be placed in the designated area provided by the City.
- D. Edges of lawn, ground cover, valve boxes, drains, and utility boxes shall be trimmed weekly for neat appearance. Clippings shall be vacuumed or blown off walks. The clippings are not to be blown into the tree perimeter area, onto sidewalks, or into the streets, curbs and gutters. Trimming will take place at the same time the turf is mowed unless otherwise directed by the City Inspector.
- E. In no case shall string line trimmers be used around the base of trees. All turf within 12-inches of the tree base shall be chemically removed.
- F. Before mowing operations begin the area will be physically walked and visually inspected and all debris including stones, limbs and trash shall be removed.
- G. A 21-inch push mower will be used in areas where the likelihood of scalping and/or wet spots would prevent the use of a riding mower. If the area is unable to be mowed by a 21-inch push mower, then a weed eater will be used.
- H. Fertilization: All parks shall be fertilized six times per year in February, April, June, August, October, and December per manufacturer's specifications. All fertilizer that accumulates on the sidewalks, streets, curbs, or gutters shall be immediately removed in accordance with the Clean Water Act. See Exhibit A for the Quantities required for all of the Parks.
- I. Aeration: All turfed areas shall be aerated two (2) times per year, once prior to the April 1st fertilization and once prior to the October 1st fertilization. The following shall apply:

1. A mechanical coring tine aerator (e.g., Toro Procore 440 Aerator, Ryan LA 28 walk-behind aerator or equivalent) shall be used. Contractor shall provide documentation; prior to bid award, that a mechanical coring tine aerator will be available for their use during the time period identified for aeration.
 2. Where there are areas that are too small to use the "Toro" aerator, a "Ryan" walk-behind aerator or equivalent will be used. Contractor shall provide all materials, equipment, and labor.
 3. All sprinkler heads will be flagged by City personnel prior to aerating. The aeration will take place the same day the sprinklers are flagged. Failure to do so will result in any re-flagging costs being charged back to Contractor. Any damage incurred as a result of the aerating shall be repaired at Contractor's expense.
- J. Renovation: Repair and replacement of turf damaged due to the negligence of Contractor shall be repaired by Contractor to the satisfaction of the City Inspector. Repairs to turf areas shall be made with sod or seeded as determined by the City Inspector. Depressions in the turf created by Contractor's equipment shall be brought level to grade with topsoil and sod or seed as determined by the City Inspector.

13. USE OF CHEMICALS

- A. A pesticide program for the control of weeds shall be applied continuously throughout the year to keep the parks free of weeds. Contractor shall comply with the California Department of Pesticide Regulation and the Placer County Department of Agriculture's regulations governing the use of pesticides. The Inspector shall be notified one week prior to expected date of application of any pesticide.
- B. The Contractor will be responsible for the pest control recommendations for all pesticides applied within the City of Rocklin. Should any unforeseen chemical application be necessary, the City shall be notified fourteen (14) days prior to the application.
 1. All chemical applications shall be done with extreme care to avoid any hazard to any person, pet or damage to property in the area. All pesticides shall be applied according to the Pesticide Control Advisor's written recommendation and the manufacture's label. Material, timing, rate of application, and application shall be applied by persons holding a Qualified Applicator Certificate

issued by the California Department of Pesticide Regulation.

2. Records of all operations, stating dates, times, methods of application, chemical formulations, applicators names and weather conditions shall be made and retained in an active file for a minimum of two (2) years by the Contractor. *A copy of the Pesticide Application Report for any pesticides used will be forwarded to the City Inspector on a monthly basis.* These records must be available for review upon request from the Inspector, County, State or Federal Officers.
3. All chemicals requiring a special permit for use must be registered with the Placer County Agricultural Commissioner's Office and a permit obtained with a copy to the City. A Pest Control Advisors recommendation must be on file with the Inspector prior to use of special permit chemicals.
4. Shrub beds, D.G. pathways, ball field warning track, perimeter areas, and undeveloped areas adjacent to lawns (2' spray barrier from turf to undeveloped) shall be kept reasonably free of weeds. Weeding may be done manually or by use of selective pesticides. If weeds are allowed to grow past 6" (inches) before an herbicide application is applied, it may be necessary for the contractor to mechanically or manually remove the weeds after the application of herbicide.
5. The following products have been approved for use on rights-of-way, parks and other properties owned by the City of Rocklin. Each application for weed control will include a pre-emergence and post-emergence. No other product may be applied without obtaining prior written approval from the City of Rocklin. The pre and post emergence products approved for use are:
 - Dimension 2EW
 - Roundup Pro Max

14. REPLACEMENT OF PLANT MATERIAL

- A. Contractor shall notify the Inspector within four (4) days of the loss of plant material due to any cause.

B. Contractor is responsible for cost of replacing trees, shrubs, turf or ground cover if loss was due to negligence as determined by the Inspector.

All exceptions to the guidelines above will be at the City's discretion only.

EXHIBIT B

Schedule of Performance

This agreement is for one – four month period, two– twelve month periods, and one – six month period, March 1, 2020 – June 30, 2020, July 1, 2020 – June 30, 2021, July 1, 2021 – June 30, 2022, and July 1, 2022 – December 31, 2022. The performance of this agreement shall be followed as identified in Exhibit A.

EXHIBIT C

Schedule of Fees

City shall pay Contractor for the full and complete performance of this contract the sum of:

Section 1 (Period March 1, 2020 – June 30, 2020):

Cost to provide landscape maintenance and mow services in the sum of:

Two Hundred and Twenty-Three Thousand, Four Hundred and Seventy-Two Dollars (\$223,472.00), paid in four (4) equal payments, subject to adjustments as provided in the Contract Documents.

Section 2 (Period July 1, 2020 – June 30, 2021):

Cost to provide landscape maintenance and mow services in the sum of:

Six Hundred and Eighty-Three Thousand, Eight Hundred and Twenty-Four Dollars (\$683,824.00) paid in twelve (12) equal payments, subject to adjustments as provided in the Contract Documents.

Section 3 (July 1, 2021 – June 30, 2022):

Cost to provide landscape maintenance and mow services in the sum of:

Six Hundred and Ninety-Seven Thousand, Five Hundred and One Dollars (\$697,501.00) paid in twelve (12) equal payments, subject to adjustments as provided in the Contract.

Section 4 (July 1, 2022 – December 31, 2022):

Cost to provide landscape maintenance and mow services in the sum of:

Three Hundred and Fifty-Five Thousand, Seven Hundred and Twenty-Six Dollars (\$355,726.00) paid in six (6) equal payments, subject to adjustments as provided in the Contract.

EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTORS

By: _____

[Title]

EXHIBIT E

LABOR COMPLIANCE

1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Contractor and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Contractor acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Contractor shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

B. The City will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the City.

C. By executing this Contract Contractor warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

2. PREVAILING WAGE RECORDS

A. The Contractor and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Contractor /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Contractor's principal office. These records shall be maintained during the course of the Work. The Contractor and all subcontractors shall make the certified payroll records available for inspection by City representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The City shall notify the Contractor in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this

Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Contractor shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Contractor shall forfeit as penalty to the City the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Contractor or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Contractor and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The City will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in entering into the Contract, and will not under any circumstances, other than delays caused by the City, or the City's agents, be considered as the basis of a claim against the City.

3. Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

4 Eight-Hour Day Limitation

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Contractor, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon

compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Contractor and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the City. It is hereby further agreed that, except as provided in (a) above, the Contractor shall forfeit as a penalty to the City the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Contract by the Contractor or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5. Compliance with State Requirements for Employment of Apprentices

(a) The Contractor's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Contract. As applicable, the Contractor or any Subcontractor employed by the Contractor in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.