

**EXHIBIT A  
CONTRACT FOR SERVICES**

THIS CONTRACT is made on \_\_\_\_\_, 2021, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and

Northern State Contractor, Inc.  
1525 Fulton Ave.  
Sacramento, CA 95825-5110  
(916) 936-5124 smith@northernstatecontractors.com

"Contractor" who mutually agree as follows:

**1. SCOPE OF SERVICES**

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 **Two Hundred Thousand Dollars (\$200,000)**. 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 the 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 Exhibit B. Contractor's fees shall be as specified in the Scope of Work, Exhibit A or the Schedule of Fees as set forth in Exhibit C. 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 Exhibit A (if any) according to any terms and conditions set forth in Exhibit A.

### **4. TERM OF CONTRACT**

A. This agreement shall become effective on February 23, 2021 and shall continue in effect until February 23, 2022, unless extended by mutual agreement of the parties, or sooner terminated as provided herein.

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**.

C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period equal to the original term of this Contract in the manner provided in Section 7.

## **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.

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 **Exhibit "A"** 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 Scope of Services, Exhibit A. 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 Exhibits A or B.

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 writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this agreement is based on such independent investigation and research. Contractor shall be liable for any expenses thereby incurred.

## **12. SUBCONTRACTING**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

### **13. 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.

### **14. 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.

### **15. MATERIALS CONFIDENTIAL**

To the extent permitted by law, all of the materials prepared or assembled by Contractor pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

### **16. 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.

### **17. 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.

## 18. 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 OF 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 in excess of the Contractor's insurance and shall not contribute to it.

3. **Notice of Cancellation.** Each insurance policy required above shall state that coverage 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. **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

10. **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.

## 19. 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, 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

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: Northern State Contractor, Inc.  
1525 Fulton Ave.  
Sacramento, CA 95825-5110

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: \_\_\_\_\_  
Aly Zimmermann, City Manager

ATTEST:

By: \_\_\_\_\_  
Hope Ithurnburn, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Sheri Chapman, City Attorney

CONTRACTOR

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### Scope of Work

The Contractor shall furnish all labor, materials, parts, and equipment necessary to provide weed and rubbish abatement services to privately-owned and City-owned vacant properties within the designated service area. Services shall be provided as requested by the City of Rocklin Streets/Traffic Operations Manager or his authorized designee.

#### **SECTION 01000**

##### **PART 1 -SUMMARY OF WORK**

The City of Rocklin has prepared Performance Specifications for weed & rubbish abatement in the City of Rocklin. This specification manual provides minimum "performance specifications." All materials and equipment used on this project shall conform, at a minimum, to these performance specifications.

1. Contractor shall furnish all labor, materials, tools, equipment, and incidentals to complete all work involved in executing the contract in a satisfactory manner.
2. All drawings included in this specification are not to scale. If the contractor finds an error in the survey, map, measures or layouts it is the Contractor's responsibility to bring it to the City's attention prior to any work being performed.
3. Contractor shall exercise proper precautions to verify figures and dimensions and shall be held responsible for any error resulting from failure to exercise such precautions.
4. A copy of the construction documents and a copy of these Specifications shall be kept at the work site at all times.
5. The Contractor shall assume full responsibility for protection and safekeeping of properties while performing all work under this contract.
6. Contractor shall be trained and experienced in the skills required and must be completely familiar with the equipment and their uses.
7. Contractor shall be responsible for the coordination of all crews and equipment operations on the job site.
8. Contractor shall be responsible for providing and maintaining all equipment immediately required to fulfill the term of this contract.
9. The codes adopted by the City, County, State, and Federal agencies shall govern minimum requirements for this project: where codes conflict with the Specifications, the more

stringent shall apply and be brought to the immediate attention of the Project Manager. In absence of specific requirements in the contract documents, the applicable codes shall govern.

10. All Contractor's State license fees and business licenses are the sole responsibility of Contractor.
11. Contractor shall possess a valid California license for the size, classification, and the type of work to be performed by that Contractor.
12. Debris dropped in the immediate areas, service access ways, or streets due to work under this Contract shall be promptly cleaned up by the Contractor to the satisfaction of the City of Rocklin.
13. Follow construction procedures necessary to provide a safe working condition through all phases of the project. Said procedures shall conform to the Safety Order, Division of Industrial Safety, Title 8, California Administrative Code.
14. Conform to all applicable requirements of the Federal Occupational Safety and Health Administration.
15. Contractor is solely responsible for outlining the job safety procedures to be followed by the workers. Contractor will always provide for the safety of the public both day and night where they are exposed to this construction operation.
16. Contractor and City of Rocklin shall have a pre-construction conference and intermittent conferences as needed.
17. Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective injury and illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.
18. All contractors and subcontractors must be registered with the Department of Industrial Relations (DIR) in accordance with Senate Bill 854. The registration form is located on the DIR's website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

## **SECTION 02000**

### **PART 2 – GENERAL CONDITIONS**

#### **2.01 SUMMARY**

- A. It is the intention and purpose of this specification to establish “Standards for Maintenance of Vacant Parcels”, and to establish minimum equipment and staffing levels required by the contractor to perform weed and rubbish abatement services. Work must be performed in a timely manner; the majority of the work will be seasonal and critical for timely fire protection.
- B. Pricing will be estimated by acreage for hand clearing, flail mowing, and blade/tractor/discing work. The City will have final say as to which type of work is most appropriate as determined by terrain and other variable obstacles.

#### **2.02 EXISTING CONDITIONS**

Contractor shall meet with the City Inspector prior to starting work to determine the accuracy of the properties to be cleared. If abatement work has been or is being performed on the property, the contractor should not begin work and should contact the City Inspector.

#### **2.03 JOB CONDITIONS**

No work shall be performed when conditions are deemed unsafe such as during periods of extreme heat. If the City Inspector or Project Manager deems any condition unsafe the contractor will immediately stop all work. The City at no time shall incur any costs for requiring work to be stopped.

#### **2.04 SCHEDULING**

- A. The contractor shall coordinate all operations with the City Inspector.
- B. The City will provide the contractor with a detailed list of priority sites to be cleared. All parcels on the high priority list must be cleared by July 1<sup>st</sup>.
- C. The low priority list must be complete by August 1<sup>st</sup>.
- D. If the contractor fails to perform within these deadlines or City authorized extension, it may result in a reduction of payment as follows:

- a. A 5% retention will be held from each monthly billing. Once all parcels have been completed on time, per the priority list, the retention will be released with the final billing.
- E. Contractor must coordinate with City Inspector to minimize noise, dust, and any other nuisances that may affect adjacent neighbors.

#### 2.05 Examination of Plan, Conditions

The Contractor must make a careful examination and fully inform himself or herself as to the character of work required, distance from his or her headquarters, and the geographical terrain in the area where the work is being proposed. The City will in no case be responsible for any loss or any unanticipated cost that may be suffered by the Contractor as a result of the Contractor's failure to fully inform himself or herself in regard to all conditions pertaining to the work.

#### 2.06 Seasonality of Workload

It is unlikely that the work will be spread out evenly over the contract period. In many cases, there is a heavy seasonal peak in the workload. The Contractor must consider the time frame when equipment or human resources must be available to do the work. **The ability to provide equipment or human resources during a seasonal workload peak is required.**

#### 2.07 Laws and Policies to be Observed

- (A) The Contractor shall keep himself or herself fully informed of all existing federal, state, county, or local laws, regulations and municipal ordinances, including the Vehicle Code, which may in any manner affect the work or which may in any way affect the conduct of the work, and of all such orders and decrees of bodies, or tribunal having any jurisdiction or authority over the same. Contractors are responsible for obtaining permits or licenses from city or county authorities including when weight or width requirements are exceeded on streets, roads, highways, etc.
- (B) The Contractor shall at all times, himself or herself, observe and comply with, and shall cause all his or her agents and employees to observe and comply with all such existing and future safety requirements, laws, ordinances, regulations, orders, and decrees; and shall protect, indemnify and hold harmless the City and all of its officers, agents, or servants against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree, whether by himself or herself or his or her employees.

- (C) Contactor shall at all times enforce strict discipline and good order among his or her employees and shall not employ or work unfit persons or anyone not skilled in the operation of equipment and work assigned.
- (D) Any person in the employ of the Contractor, whom the Department may deem incompetent or unfit, shall be dismissed from work, and shall not again be employed for Department work except with written consent from the Department.
- (E) Contractor will need to provide photos of required equipment, to be included in bid packet

## 2.08 REMOVAL OF WEEDS

- (A) Weed growth shall be removed as close to fences, hedges, trees, and structures as is practical with work equipment without causing damage to said fences, hedges, trees, and structures.
- (B) Abatement activities shall be performed in such a manner that inconvenience to adjacent residents shall be minimized.
- (C) Dust shall be kept to a minimum whenever possible and in compliance with all applicable rules and regulations of the Placer County Air Pollution Control District. If the Contractor is not able to adequately control the dust conditions, the City Inspector may terminate the abatement activity. All work must meet air quality standards.
- (D) Upon mutual agreement of the Contractor and the Inspector, a Contractor may be asked to work his or her equipment on a lot other than that designated in the contract award. The Contractor will be compensated at the contracted acre price. If the City feels that these rates are not in the best interest of the City, it may set a rate which is mutually agreed upon between the City and the Contractor.
- (E) All assignments shall be completed by the date specified. Starting dates may be changed at the discretion of the Inspector. Adequate deadline allowances will be made for postponements. Ten (10) days notice shall be given by the Inspector of any change in dates. Satisfactory quantity and/or quality of work are to be the judgment of the Project Manager.

## 2.09 CARE OF PROPERTY

The Contractor shall take reasonable precautions to not disturb temporary and/or permanent property (i.e. survey stakes, signs, sign posts, gates and fencing) while performing the abatement activities. Care shall be taken to avoid damage to public and private roadways, driveways, sidewalks and curbing. Fences, gates, etc., removed by



the Contractor to gain access to a property shall be returned to the same condition as originally found.

## 2.10 DAMAGE

- (A) All damage to public or private property arising from a contractor clearing operation shall be the responsibility of the Contractor.
- (B) It shall be the responsibility of the Contractor to investigate all damage complaints and make satisfactory settlement in those cases where actual damage has occurred.
- (C) The procedure for handling damage complaints shall be as follows:
  - 1) If the Contractor fails to take corrective action on a damage complaint within 30 days, the City will directly contact the insurance carrier of the Contractor involved, and seek compensation.
  - 2) If the damage complaint goes unresolved for more than 60 days the City may use the Surety bond to settle such claims.
  - 3) Failure to resolve property owner's claims as herein described may result in contract termination and disqualification from future bidding.

## 2.11 PAYMENT

- (A) Invoicing will be due on a monthly basis by the end of the month.
- (B) The City will pay Contractors within thirty (30) days of receipt of invoice.
- (C) If any discrepancies exist between the invoice and the City's records, the determination of the City's will be final.
- (D) The City shall provide access to an online map which will be accessible through mobile app or web browser. This map will show locations and boundaries of the parcels which are part of the assigned work load each year. Contractor will use this program to track their progress and submit photos of the work done on each parcel. It will be the responsibility of the Contractor to furnish devices and internet access necessary for use of this program.
- (E) Acre pricing will be determined at a rate provided by the contractor to do required handwork. Work shall only be billed for the area which is cleared, not the area of the parcel. On parcels greater than 5 acres, billable work area shall only constitute the 30' wide firebreaks necessary to comply with the Standards for Vacant Parcel Maintenance.

- (F) Should a controversy arise as to the reported number of parcels, the amount of work done, or the size of the parcels cleared by the Contractor, the Project Manager shall investigate any discrepancies and make the final determination.

#### 2.12 PROPERTY TO BE CLEARED

- (A) Weeds and/or rubbish existing upon or in front of said parcels, unless they have been removed or partially removed by the property owner prior to the arrival of the contractor, shall be cleared according to instructions and/or maps provided by the City.
- (B) Additional details on the properties or areas where the contractor may be asked to perform work will be provided in the online map. The online map will be made available after the City conducts lot inspections. If a contractor has questions about exactly where he or she is being asked to perform work, the Contractor should not proceed and seek clarification from the City Inspector.
- (C) Contractor will not be compensated for work done beyond what was assigned by the City.

#### 2.13 PHOTOGRAPHIC DOCUMENTATION

- (A) Contractor shall provide a minimum of two (2) photos of each job site to indicate
  1. Condition prior to clearance.
  2. After the clearing operation has been completed.
- (B) Contractor shall indicate the parcel number, and the date on the photo. Photos shall be taken with a reference landmark (structure preferred) and all photos must show the condition of the entire parcel if possible; if not, more than 2 photos may be required.
- (C) Failure to provide adequate photographic documentation may result in delays or denial of payment, and negative performance evaluations.

#### 2.14 PROPERTIES CLEARED BY THEIR OWNERS

Upon arrival of the Contractor hand crew, if the parcel is found to be in any stage of clearance or re-growth, the Contractor shall not do any work until approved by the Inspector.

## 2.2 GENERAL SPECIFICATION SPECIFIC TO WEED AND BRUSH HANDWORK

#### 2.21 VEHICLES AND MINIMUM EQUIPMENT FOR HANDWORK

(A) Contractor shall provide power and hand tools of sufficient quantity and quality to handle the job, Examples of such hand tools are chainsaws, trimmer/brush cutters, and various hand tools. Unless otherwise specified in the handwork contracts section, the following equipment minimums apply:

1. Weed contracts:
  - Two (2) commercial chainsaws
  - Ten (10) commercial weed eaters
2. Contractor shall provide and assure usage of appropriate safety equipment as required by the State of California Division of Occupational Safety and Health (Cal/OSHA) for all hand crews, (i.e. hearing protection, helmets, boots, gloves, goggles, chaps, shin guards).

## **2.3 GENERAL SPECIFICATIONS SPECIFIC FOR TRACTOR DISCING**

### **2.31 GENERAL EQUIPMENT SPECIFICATIONS**

- (A) All tractors and power equipment with internal combustion engines must be equipped with a United States Forest Service approved type spark arrestor.
- (B) A fire extinguisher shall be required on each tractor. It must be Underwriters Laboratory approved, 10-pound, dry chemical, all purpose ABC type to be mounted on each tractor, ready and available for use at all times. Fire extinguishers shall display current inspection tag throughout the term of the contract.
- (C) All trucks and trailers used for transportation of equipment must comply with Department of Transportation and State Public Utilities Commission Regulations.
- (D) Contractor shall provide at the job site, the necessary tools, spare parts, and equipment to allow the operator to make minor repairs and to keep contracted equipment operating and serviceable throughout the day.

### **2.32 EQUIPMENT OPERATORS, MAINTENANCE AND FIELD OPERATIONS**

- (A) Contractor shall furnish a qualified and cooperative operator for all items of equipment including ability to load and unload equipment from the transport. If an operator is determined unqualified or uncooperative, the Inspector may halt the operation until a satisfactory replacement is furnished. Failure to provide a qualified and cooperative operator within a reasonable time, as determined by the Department, may result in termination of the contract or substitution of another contractor.

- (B) The Contractor shall have the necessary tools, repair parts, and equipment to make minor repairs in the field. Contractors shall perform routine maintenance, and make repairs to equipment on his or her own time.
- (C) During breakdown periods, the Contractor may substitute comparable equipment upon approval of the Inspector.

### 2.33 DISCING TRACTOR SPECIFICATIONS

- (A) Acceptable tractors, for contracts requiring tracklayer/crawler type tractors, will be of the Caterpillar D-4 class or equivalent including separate transport and trained, experienced operator for each tractor. The determination of tractor equivalency, if other than those specified in this contract, shall be made solely by the City and shall be in writing. In all cases, if not otherwise stated, tractors must have a S.A.E. net horsepower of 65 or more. Equivalent tractors are as follows but are not limited to:

D-4 Class

Caterpillar D-4D or D-4E

Case 850B

John Deere 650D, 650G, 650H

John Deere 550

- (B) Tractors must be equipped with United States Forest Service-approved spark arrestors and 10 lb. ABC all-purpose type dry chemical fire extinguisher. Tractors of the D-4 or equivalent class must have a minimum gauge (track center to track center) of not less than 54 inches and must be equipped with grousers (minimum of two (2) inches).
- (C) Rubber tire/wheeled tractors may be allowed in certain zone(s). Rubber tire tractors must be 4-wheel drive. All tires must be foam filled prior to and throughout the work process. Acceptable wheel tractors include, but are not limited to:

John Deere 6030 Series

Kubota M Series

## 2.4 GENERAL SPECIFICATIONS SPECIFIC FOR TRACTOR MOWING

### 2.41 DESCRIPTION OF WORK

This contract is for clearing/cutting of weeds using a Flail mower, "Weeds" when used in this context means plant growth comprised of annual weeds. This contract covers work on land that has weeds, brush or a combination of weeds and brush in varying percentages. Once cut the height should be three (3) inches or less. Work is to be performed in accordance with the "*Standard for Maintenance of Vacant Parcels*".

2.42 NUMBER OF TRACTORS AND TYPE

One (1) rubber tire midsized tractor with a minimum of 50 PTO hp and 540 rpm PTO and approved transport.

2.43 MOWER TYPE

Flail mower capable of cutting a 9 foot swath and equipped with either standard or coarse blades.

**SECTION 03000**

**PART 3 – STANDARDS FOR MAINTENANCE OF VACANT PARCELS**

3.01 The required maintenance for vacant properties is based on the size of the parcel as listed below:

- A. Vacant parcels, **five (5) acres or smaller**, shall be totally disced, mowed or hand cleared.
- B. Vacant parcels larger **than five (5) acres and smaller than twenty-five (25) acres** require fire breaks of thirty **(30)** feet adjacent to all developed areas, fences or structures. The remainder of the parcel will require the appropriate number of thirty **(30)** foot firebreaks to segment (checkerboard) the land into four (4) acre+/- sections.
- C. Vacant parcels larger **than twenty-five (25) acres** require fire breaks of thirty **(30)** feet adjacent to all developed areas, fences or structures. The remainder of the parcel will require the appropriate number of thirty **(30)** foot firebreaks to segment (checkerboard) the land into five (5) acre+/- sections.

EXCEPTION: An approved fire access road plan may be substituted in lieu of five (5) acre segments.

3.02 Parcels under agricultural or pasture land uses require firebreaks of thirty (30) feet adjacent to all developed areas, fences or structures. The remainder of the property must be mowed or disced at time of harvest or have sufficient animals present to maintain the maximum height of combustible growth at six (6) inches. Once cut the height should be three (3) inches or less.

3.03 Firebreaks may be constructed by discing, mowing, or the use of a blade. The maximum height of combustible growth within a firebreak is six (6) inches. If a blade is used, the side boundaries of the break shall be leveled. Windrows are not permitted

3.04 Parcels shall be maintained to allow reasonable access for firefighting operations.

3.05 Rubbish and/or debris must be removed prior to any work on the property.

- A. **Discing** – Discing shall include rototilling or cultivating. Discs shall be set at an angle sufficient to cut and bury the growth existing at the time.
- B. **Mowing** – If this method is used, the mowing shall be done each time the combustible growth exceeds six (6) inches.

## EXHIBIT B

### Schedule of Performance

The term of this agreement is for one year from February 23, 2021 – February 23, 2022, with the City's option to extend, in writing, the agreement for two additional years. The performance of this agreement shall be followed as identified in Exhibit A.

EXHIBIT C

Schedule of Fees

Fees for the services listed in Exhibit A shall not exceed Two Hundred Thousand Dollars (\$200,000). The services will be provided on a per acre cost as shown below:

<b>Item</b>	<b>Pricing Per Acre</b>
Handwork	\$1,250.00
Tractor Discing	\$700.00
Tractor Mowing	\$650.00

A 5% retention will be held from each monthly billing. Once all parcels have been completed on time, per the priority list, the retention will be released with the final billing.



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.