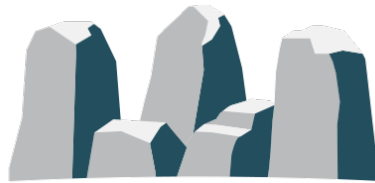


CITY OF ROCKLIN DEPARTMENT OF PUBLIC SERVICES

**REQUEST FOR PROPOSAL (RFP) FOR
OPEN SPACE MANAGED GRAZING SERVICES**



ROCKLIN
CALIFORNIA

Proposal Deadline:

**December 20, 2018
at 12:00 Noon**

Corinne Heisler, Environmental Services Specialist
Department of Public Services
City of Rocklin
4081 Alvis Court
Rocklin, CA 95677-4012
(916) 625-5500

This page intentionally left blank.

**REQUEST FOR PROPOSAL (RFP) FOR
OPEN SPACE MANAGED GRAZING SERVICES
FOR THE CITY OF ROCKLIN DEPARTMENT OF PUBLIC SERVICES**

CONTENTS

- 1. Request for Proposal**

- 2. RFP Exhibit A – Project Location Maps**

- 3. RFP Exhibit B – Weed Abatement and Open Space Management Grazing Program Regulations and Permit Conditions**

- 4. RFP Exhibit C – Consultant Services Agreement**

This page intentionally left blank.

RELEASE DATE: Tuesday, December 4, 2018
QUESTIONS DUE DATE: Thursday, December 13, 2018, by 5:00 pm
CLOSING DATE: Thursday, December 20, 2018, by 12:00 pm
AWARD DATE: Tuesday, January 22, 2019

**REQUEST FOR PROPOSAL (RFP) FOR
OPEN SPACE MANAGED GRAZING SERVICES
FOR THE CITY OF ROCKLIN DEPARTMENT OF PUBLIC SERVICES**

1.0 PURPOSE

This request for proposal provides interested contractors with adequate information to enable them to prepare and submit proposals for consideration with the City of Rocklin.

The City of Rocklin Department of Public Services is seeking proposals for professional grazing services for four open space regions within the City of Rocklin for the 2019 grazing season. At the City's option, and based on funding availability, this agreement may be extended annually up to an additional four years.

Requested services include all labor, materials, parts and equipment necessary to provide managed grazing services to City owned open space properties within the designated service area.

This work is intended to mitigate hazards in open space areas by significantly reducing vegetation that fuels wildfires and the subsequent soil erosion and run-off of burned areas.

2.0 BACKGROUND

The City of Rocklin is located at the base of the Sierra Foothills just north of Interstate 80 and east of Highway 65 in Placer County. The City currently has a population of approximately 66,830 (April 2018) and covers 20 square miles. Grazing has been used by the City of Rocklin since 2012 to effectively and efficiently maintain the open space preserves, reduce invasive species, and reduce fire hazards.

The City's Public Services Department is responsible for open space preserves totaling over 700 acres. The preserves have been broken down into the following four regions for grazing:

- **Region A** is located in northwestern Rocklin totaling approximately 238 acres.
- **Region B** is located in northern Rocklin totaling approximately 173 acres.
- **Region C** is located in western Rocklin totaling approximately 279 acres.
- **Region D** is located in southern Rocklin totaling approximately 96 acres.

Project vicinity and site plan maps are included in Exhibit A of this RFP.

3.0 PRELIMINARY SCOPE OF SERVICES

The Contractor shall furnish all labor, materials, parts and equipment necessary to provide managed grazing services to City-owned open space properties within the designated service area. Services shall be provided as requested by the City of Rocklin, Department of Public Services or the authorized designee.

The City reserves the right to contract for selected services relating to this proposal from any contractor, in part or in whole. The City may select several contractors to provide all necessary services.

All grazing services shall be in compliance with the City of Rocklin's Grazing Management Program Requirements, and Open Space Grazing Plan as outlined in Exhibit B.

The location of services to be performed is limited to the sites designated in Exhibit A.

3.1 Statement of Work:

- A. This is a single provider per-acre service Agreement for City-owned open space property maintenance services.
- B. The Contractor shall furnish all labor, materials, parts and equipment necessary to provide managed grazing services to City-owned open space properties within the designated service area. Services shall be provided as requested by the City of Rocklin, Department of Public Services or the authorized designee.
- C. The scope of services may or may not include subcontractor services. Each subcontractor used on a specific project assignment shall have the written approval of the City prior to proceeding.
- D. The scope of actual work and required completion schedules will vary with each designated open space site to be grazed. The duration of each assignment will vary depending on the size and complexity of each site to be grazed. Some areas grazed early in the season may require a second pass. The City requires all grazing activity on this contract to be completed by June 30, 2019.

3.2 Location of Work:

Location of services to be performed is limited to the sites designated in this Agreement. At the discretion of the Department of Public Services, additional City-owned parcels may be added to the service area at additional cost to the City at the per acre cost.

3.3 This Agreement will commence on the start date of January 1, 2019, as presented herein or upon approval by the City of Rocklin City Council, whichever is later and

no work shall begin before that time. This Agreement is of no effect unless approved by the City of Rocklin City Council. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Project Manager. This Agreement shall expire on December 31, 2019. At the City's option, and based on funding availability, this agreement may be extended annually up to an additional four years. The services shall be provided 24 hours a day, seven days a week. The parties may amend this agreement as permitted by law.

- 3.4 All inquiries during the term of this Agreement will be directed to the Project Manager listed below:

Corinne Heisler, Environmental Services Specialist (Project Manager)

- 3.5 Detailed description of work to be performed and duties of all parties:

A. Contractor:

- a. The Contractor shall provide animals for grazing of vegetation at designated open space sites in Rocklin. The Contractor shall provide herdsman and all tools and equipment for the on-site management of animals twenty-four hours a day, seven (7) days a week for the duration of the project.
- b. Contractor shall be responsible for maintaining all animals in good health and complying with the Weed Abatement and Open Space Management Grazing Program Regulations and Permit Conditions in Exhibit B.
- c. No pregnant animals shall be used on City property.
- d. The Contractor shall be responsible for transportation of animals to and from each location. Contractor shall be responsible for the transportation, trailer and incidentals of herdsman.
- e. The Contractor shall be responsible for installing temporary fencing around the entire perimeter of each active grazing site within the open space areas to contain the grazing animals and to protect adjacent properties.
- f. The Contractor shall be responsible for any damage that occurs to property, public or private, that is a result of Contractor negligence and/or is damaged through the normal course of work. In the event that damage has occurred, the Contractor is to notify the City and property owner immediately and develop a plan to bring the site back to its initial condition. Should the City discover a location that has not been left in its initial condition, and the City has not been notified by the Contractor, the Contractor will be notified in writing to bring the site back into compliance.

- g. The Contractor shall provide portable electric fencing, water troughs and water for animals. Contractor may be required to provide double portable electrical fencing for some locations.
- h. Eighty-Five percent (85%) of vegetation up to five (5) feet high shall be grazed unless directed to do less by the Project Manager or its designee to ensure that overgrazing does not occur. Enough vegetation shall remain to prevent soil erosion.
- i. Contractor's herdsman shall protect, and prevent grazing of all native and other desirable plant species, including sapling trees, identified by the Project Manager or its designee.
- j. All assigned employees must be qualified, trained, and capable of sufficient verbal and written communication skills for assigned work including effectively communicating with the Project Manager, residents, and animal control officers.
- k. The Contractor and its employees act as an agent of the City of Rocklin and represent the City in the performance of their work. Only Contractor's employees are allowed on City premises where work is being performed. The City shall have the right to have the Contractor remove employees from assignment to City facilities that are deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest, create a risk of liability to the City, or whose actions are inconsistent with the best interest of the City.
- l. Grazing shall continue in a timely manner and until all areas identified by the Project Manager or its designee have been grazed.
- m. All tools, equipment, transportation, animals and herdsman shall be considered included in the unit price bid per acre and no additional compensation will be allowed.

B. City:

- a. The Project Manager or its designee shall determine locations of the sites to be grazed and approve the grazing schedule.
- b. The City shall furnish access to open space sites to assist in carrying out each specific project assignment. City will provide keys necessary for accessing open space preserves which must be returned upon completion of the project after each season. The City shall cooperate in every way possible in the execution of the work without undue delay. The Contractor will be required to notify the City of any deficiencies that are discovered.

- 3.6 Contractors are requested to indicate in the proposal if they will extend the pricing, terms, and conditions of this agreement to other public agencies within Rocklin, if the Contractor is the successful vendor. If the successful vendor agrees to this provision, participating agencies may enter into a contract with the successful vendor of the purchase of the service and commodities described herein based on the term, conditions, pricing, and percentages offered by the successful vendor to the City. Minor changes in terms and conditions may be negotiated by participating agencies following the award of this contract.

4.0 GENERAL REQUIREMENTS

- A. The successful contractor will be required to work closely with the designated Project Manager for the City of Rocklin, Department of Public Services; the successful contractor shall identify an individual who will serve as the key contact person and to specify other staff who will perform various tasks. Any substitutions of staff during the course of the contract must be agreed upon by the Project Management team in writing, in advance of such substitution.
- B. Required information to be included in response to this RFP:
1. Cover sheet signed by an individual authorized to make commitments on behalf of the contractor.
 2. Statement of Project Understanding: Describe an understanding of the process and steps to occur to complete the requirements of the project after the contract is awarded.
 3. Proposed Grazing Methods: Prepare a written plan and schedule to complete the requirements of the project.
 - a. Logistics: Describe how grazing animals will be moved from site to site including traffic control methods and cleanup for street crossings. How would your company propose to have multiple grazing sites simultaneously? Describe the siting and location of any work trailers. Additionally, describe how your company would protect sensitive and fragile plants.
 - b. Schedule: Describe the proposed schedule for the project including estimated commencement date and how your company will meet the June 30, 2019 deadline.
 4. Relevant Experience: Include a background and qualifications of the contractor/team, range of similar services provided, and references. The City is especially interested in work done for clients in the Northern California region.
 5. Staffing: Please list names of all staff that will be working on City property and their role in the project.

6. Estimated Fee for Services: Include an estimate of all fees and costs, including the per acre cost.
- C. The successful contractor shall be required to sign the Consultant Services Agreement shown in Exhibit C of this RFP.

5.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

Three (3) copies of the requested information should be delivered to the following address not later than **12:00 Noon on Thursday, December 20, 2018**:

City of Rocklin, Department of Public Services
Attention: Corinne Heisler, Environmental Services Specialist
4081 Alvis Court
Rocklin, CA 95677

All requests for clarification must be received no later than Thursday, December 13, 2018 at 5:00 p.m. Requests for clarification received after this date will be discarded. **Responses to requests for clarification will be emailed to all parties and posted on the City website at: <https://www.rocklin.ca.us/grazing> by Monday, December 17, 2018.** Requests for clarification should be sent to:

Corinne Heisler, Environmental Services Specialist
Email: corinne.heisler@rocklin.ca.us
Phone: (916) 625-5513

Contractor must sign the “responses to the requests for clarification” form and submit this form with the proposal as acknowledgement of receiving the responses.

The City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code section 6250, et seq.), unless City identifies and exercises a right or obligation to exempt any record from public disclosure.

If a contractor believes that any portion of its proposal is subject to a legal exception to public disclosure, they must clearly mark the relevant portions of their proposal as “Confidential” and identify the legal basis for exemption from disclosure under the Public Record Act. The City Attorney’s office will determine if the information is in fact confidential, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. Contractor shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the “Confidential” portion of the proposal.

6.0 PROPOSAL SELECTION PROCESS AND CRITERIA

The various significant factors that will be considered in the evaluation of proposals are summarized below. The City's final selection will not be dictated on any single factor, including price. The relative importance of these factors involves judgment on the part of the City's selection committee and will include both objective and subjective analysis. A contractor may be eliminated from consideration for failure to comply with any of the requirements, depending upon the critical nature of such requirements. Proposals will be evaluated using the following criteria:

Project Understanding	25 Points
Price	20 Points
Relevant Experience and Staff	25 Points
Written Grazing Plan and Schedule	30 Points
Total Points Possible	<hr/> 100 Points

Project Understanding: Responsive proposals will demonstrate an understanding of job/site specific issues unique to the Rocklin area. They will also demonstrate that, while the primary purpose of grazing is for fuel load reduction, the contractor is aware of the regulatory obligations associated with grazing environmentally sensitive areas.

Relevant Experience and Staff: Responsive proposals will include staff qualifications and relevant experience with previous private and municipal grazing jobs in the Northern California region.

Written Grazing Plan and Schedule: Responsive proposals will describe the general plan to provide managed grazing services including: the number and type of animals to be used, the schedule and anticipated project commencement and completion dates, how animals will be transported and contained to protect adjacent property, and how the contractor will comply with the program regulations and the Weed Abatement and Open Space Management Grazing Program Regulations and Permit Conditions in Exhibit B.

Responsiveness of Proposals. All proposals must be in writing and fully responsive to this RFP. Non-responsive proposals or proposals found to be irregular or not in conformance with the requirements and instructions contained herein will not be considered or evaluated. Other conditions which may lead to the selection committee's decision not to evaluate a proposal include obvious lack of experience, expertise or adequate resources to perform the required work, and/or failure to perform or meet financial obligations on previous contracts. The City reserves the right to reject any and all proposals for any reason whatsoever.

Waivers. The City may waive informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other proposals.

Final Selection. Following the initial review and screening of all proposals, two or more contractors may be invited to participate in the final selection process, which may include participation in an oral interview. The City requests that contractors make themselves available if asked to participate in an interview.

Fee Negotiation. Following the interview process, the selection committee will commence fee negotiations with the top ranked contractor. The goal of negotiation is to agree on a final contract that delivers to the City the services and products required at a fair and reasonable cost. If the City fails to reach an agreement with the top-ranked contractor, a new negotiation will commence with the next highest ranked contractor. If the new negotiation fails, the process is repeated until a contract is negotiated successfully. Upon successful negotiation of a contract, staff will make a recommendation of award to the Rocklin City Council, which will make the final decision.

7.0 ESTIMATED TIMELINE FOR PROPOSAL SUBMISSION, REVIEW, AND SELECTION

RELEASE DATE:	Tuesday, December 4, 2018
QUESTIONS DUE DATE:	Thursday, December 13, 2018, by 5:00 pm
CLOSING DATE:	Thursday, December 20, 2018, by 12:00 pm
AWARD DATE:	Tuesday, January 22, 2019

8.0 PROPOSAL SUBMITTAL

8.1 Please submit three (3) hard copies of your Proposal no later than 12:00 Noon on Thursday, December 20, 2018 to:

City of Rocklin – Department of Public Services
RFP FOR OPEN SPACE MANAGED GRAZING SERVICES
Corinne Heisler, Environmental Services Specialist
4081 Alvis Court
Rocklin, CA 95677

8.2 All proposals shall be submitted in a sealed envelope or package, which is clearly marked with the title of the RFP. The Contractor’s charge rates/schedule of costs and fees shall be included in the submission.

8.3 Late proposals will not be accepted.

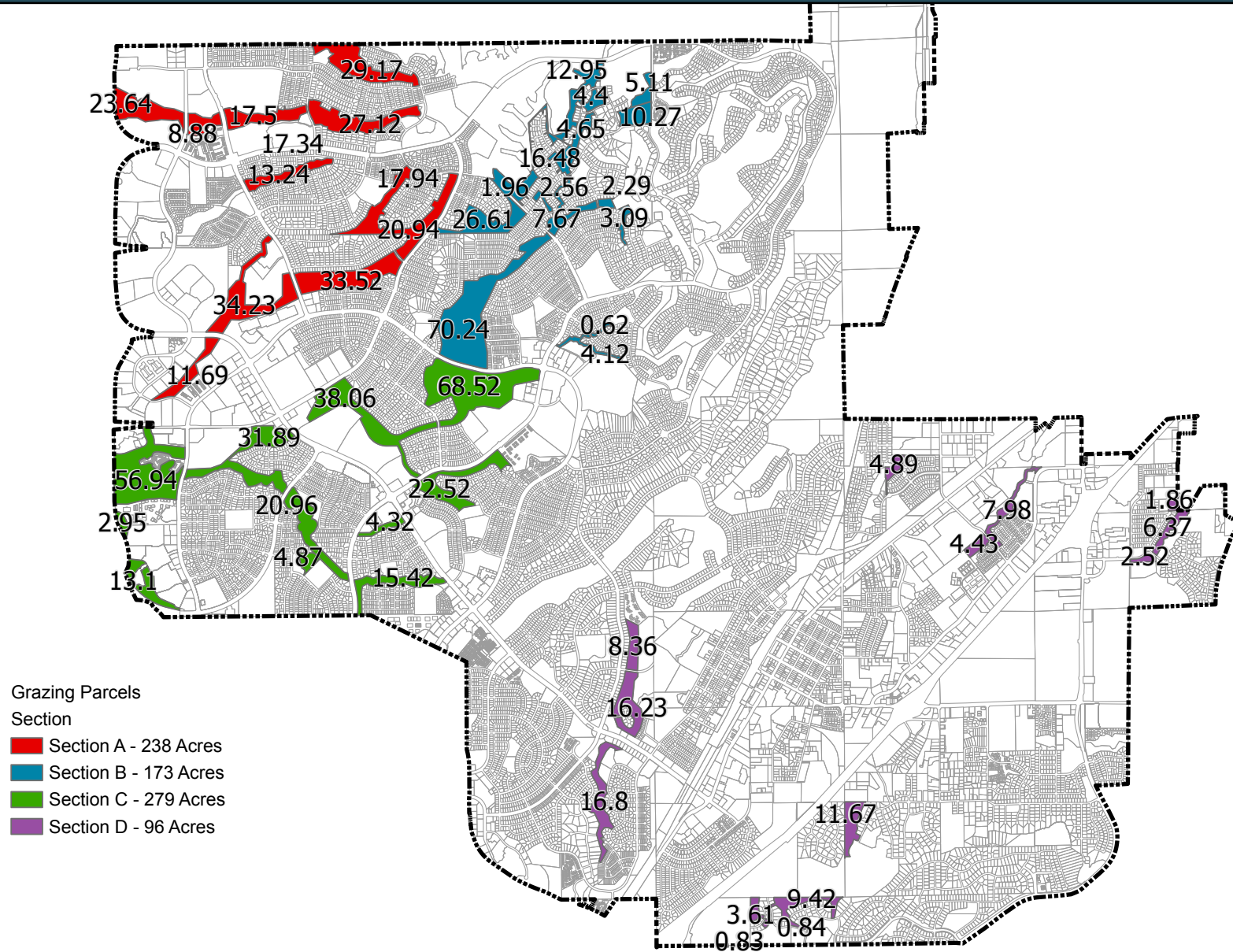
- 8.4 Faxed or e-mailed proposals will not be accepted.
- 8.5 Proposals shall be signed by an employee or officer authorized to commit the Contractor to a contract with the City of Rocklin.
- 8.6 All proposals shall remain firm for ninety (90) days following the closing date for the receipt of the proposals.
- 8.7 The City reserves the right to reject any and all proposals or to negotiate separately with any source whatsoever in any matter necessary to serve the best interests of the City. Non-acceptance of any proposal will be devoid of any criticism and of any implication that the qualifications or the proposal were deficient.
- 8.8 Costs for developing proposals are entirely the responsibility of the Contractor and shall not be chargeable in any way to the City. All materials submitted become the property of the City and may be returned only at the City's option.

This page intentionally left blank.

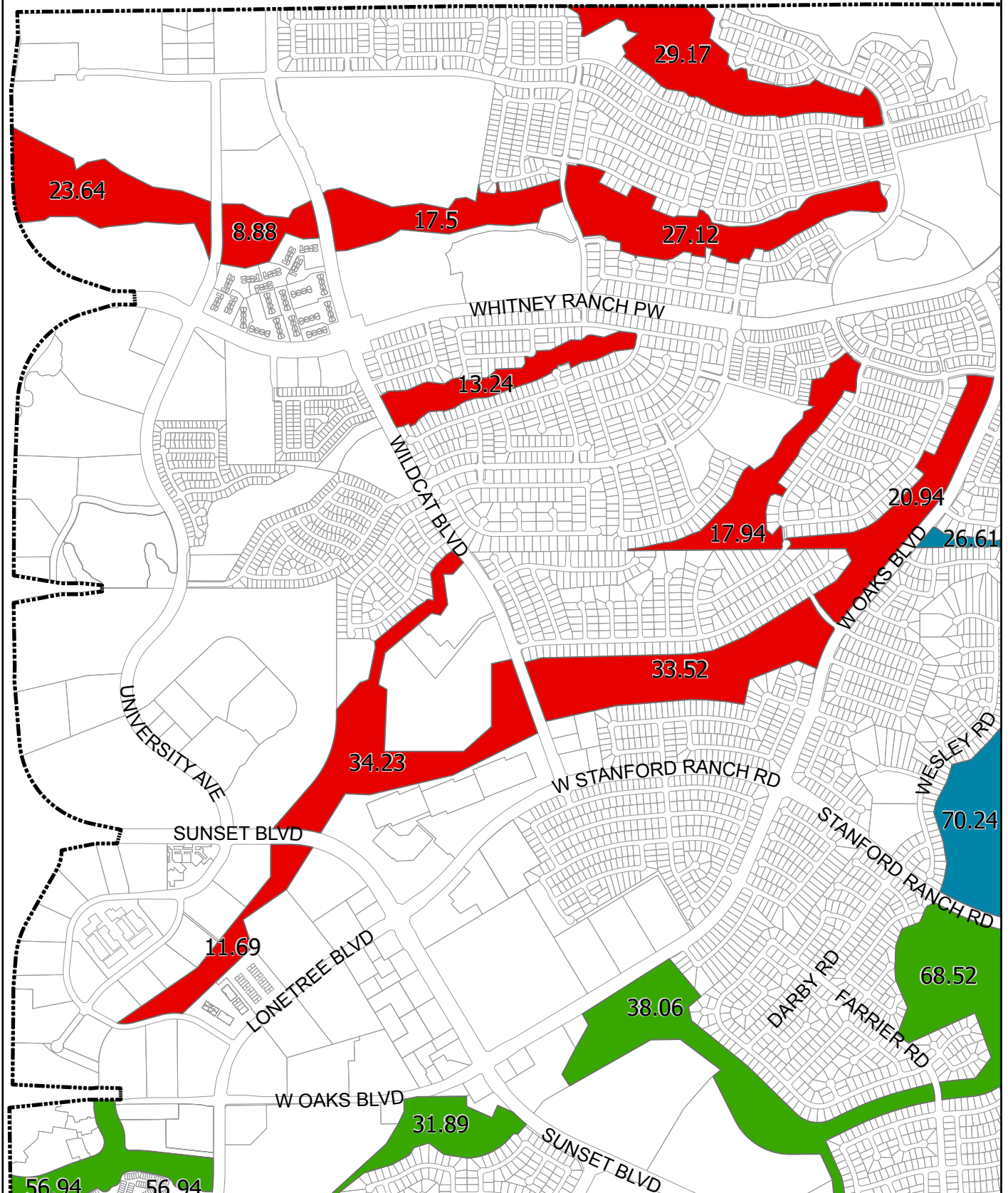
EXHIBIT A

MAPS OF GRAZING REGIONS

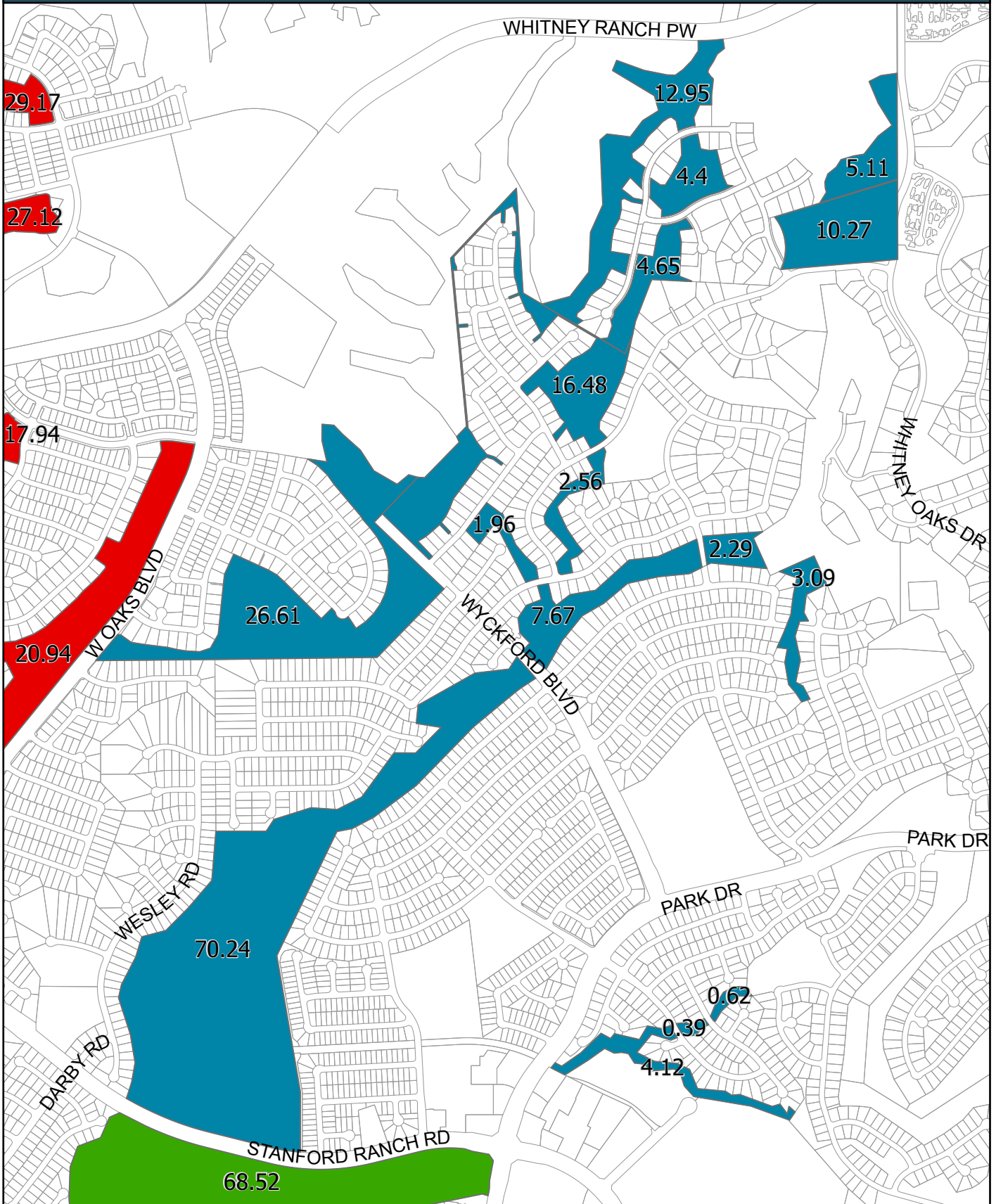
City of Rocklin Grazing Map - Overview



City of Rocklin Grazing Map: Section A - 238 Acres



City of Rocklin Grazing Map: Section B - 173 Acres



City of Rocklin Grazing Map: Section C - 279 Acres



ROCKLIN
CALIFORNIA





ROCKLIN
CALIFORNIA

City of Rocklin Grazing Map: Section D - 96 Acres

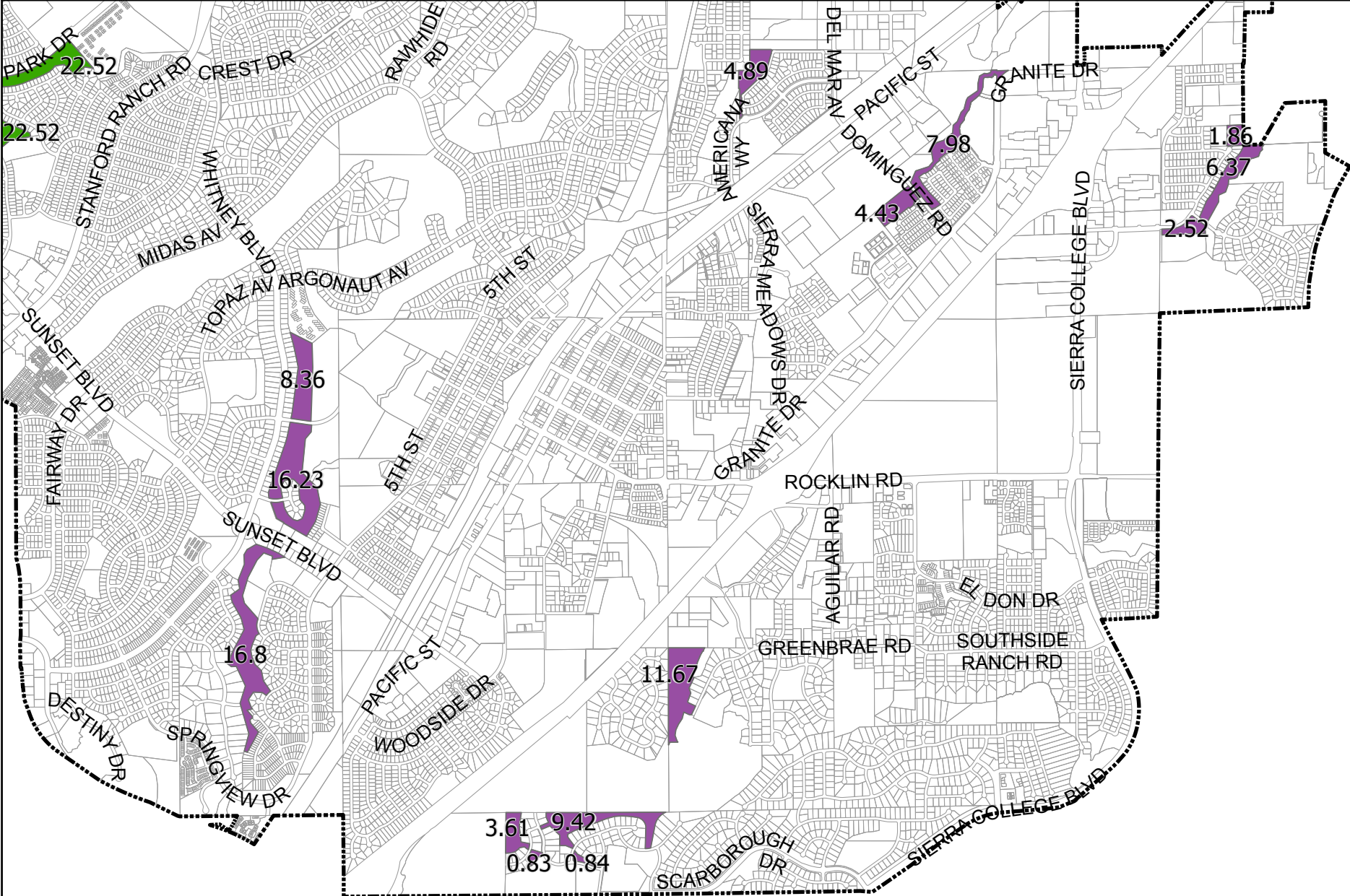


EXHIBIT B

GRAZING MANAGEMENT PROGRAM



CITY OF ROCKLIN

WEED ABATEMENT AND OPEN SPACE MANAGEMENT GRAZING PROGRAM REGULATIONS AND PERMIT CONDITIONS (GRAZING PERMIT)

April 2018

GRAZING PROGRAM REGULATIONS AND PERMIT CONDITIONS

1. Purpose; Permit Required

A. The City Of Rocklin Weed Abatement and Open Space Management Grazing Program (“Grazing Program”) implements Ordinance No. 950 to allow Grazing Animals (limited to goats and sheep) to graze open space, wetlands, and other appropriate areas of natural vegetation on a short-term basis. For the purposes of this program and these regulations, any specific reference to grazing animals, goats or sheep shall be interpreted to include both goats and sheep.

B. Grazing Animals, as permitted by the Grazing Program, shall only be used for the purpose of removing potentially combustible vegetation and shall not be kept as pets within the City of Rocklin.

C. It shall be unlawful for any landowner, herdsman, contractor or any other person to engage in or carry on, or to permit to be engaged in or carried on, in or upon any land within the City, grazing activities utilizing any grazing animals unless the person first obtains and continues to maintain in full force and effect a Grazing Program permit issued by the City; except if the keeping of such animals is otherwise consistent with the City of Rocklin zoning requirements.

D. The Grazing Program permit shall be completed by both the grazing contractor and the landowner, and they shall submit the completed application to the issuing department. The issuing department’s director shall either grant or deny the permit application within 20 calendar days of the day the completed application is submitted.

E. Prior to issuance of the Grazing Program permit, pre-grazing photos of the grazing site shall be provided to the City. Within 10 days of the completion of the grazing activities, post-grazing photos shall be taken and submitted to the City. Failure to submit pre- and post-grazing photos shall be grounds for denial of any subsequent permit applications by the grazing contractor and/or landowner of record.

F. The issuing department or their designee shall schedule and conduct regular inspections of grazing sites to ensure that permit conditions are met. The contractor shall be responsible for attending scheduled inspections and failure to do so shall be grounds for revocation of the Grazing Program permit.

2. Care and Control of Animals

A. The Contractor shall supply, utilize, and care for animals to graze the designated areas agreed to between the landowner and the Contractor.

B. The Contractor is completely responsible for, and shall pay all costs necessary to ensure the health and safety for the animals and to comply with any applicable federal and state animal health requirements.

C. All animals will be healthy, well-nourished and free of internal and external parasites, and current on vaccinations for disease prevention. Grazing contractors shall monitor livestock

on a daily basis. Any sick or injured animals should be treated and removed from the project if necessary. If veterinary care for any animal is required, the Contractor shall be responsible for costs incurred. Any animals that die during this project shall promptly be removed and disposed of off-site by the Contractor.

D. The contractor and landowner shall coordinate to ensure access to a supply of drinking water for all animals working on the project. This may include streams, creeks, ponds, or portable water tanks.

3. Nature of the Operation

A. The Contractor shall provide all personnel, tools, equipment, materials, means of transportation, and support facilities necessary for the onset management of the animals and support of herdsman, including a clean and adequate water supply for the animals.

B Contractor shall conduct grazing activities in a manner which keeps all animals under herdsman's control and appropriately confined within paddocks using portable electric fencing except when moving between grazing locations. The City or land owner, reserves the right to have Contractor remove from the grazing site any animal which creates a noise nuisance or habitually escapes confinement or control of the herdsman.

4. Environmental Management and Indemnification

A. Any species of plants or trees to be protected from animal grazing should be identified prior to the start of grazing. Soil erosion is to be avoided and animals shall be moved immediately if any evidence of erosion damage is visible.

B. Landowner shall be responsible for identifying environmentally sensitive areas within the grazing site. The Contractor shall ensure that no animal grazing occurs in identified environmentally sensitive areas.

C. Landowner and Contractor hereby agree, jointly and severally, to defend, indemnify and hold harmless City and its officers, officials, employees, agents, consultants, subcontractors and volunteers from and against any and all claims, damages, losses and expenses including without limitation attorney fees, expert fees and related costs arising out of or relating to violations or alleged violations of any rule, regulation, or statute protecting environmentally sensitive areas or plant or animal species of any kind whatsoever in undertaking the grazing activities authorized by this permit.

5. Herdsman

A person employed by the Contractor shall be on or near the work site during the entire time of this project. Living accommodations such as a portable self-contained living trailer (e.g., tent trailer, trailer, 5th wheel, camper shell or motor home) shall be provided by the Contractor for this person. The herdsman shall have a cell phone provided by the Contractor for communication. The herdsman shall not smoke or use open fires for cooking. The campsite shall be kept clean and near the current grazing paddock. Movement of the camp is the responsibility of the Contractor.

6. Herd Control and Predator Deterrence

The Contractor may use dogs, or upon approval by the City, other appropriate animals for herd control and predator deterrence. The Contractor's dogs may work off leash in order to accomplish this scope of work. All dogs used for this purpose shall be vaccinated for rabies and shall have a certificate of vaccination by a licensed veterinarian.

7. Signage

Signage identifying the contractor's business name and a 24 hour contact phone number shall be required every 165' on all sides of the paddock area where there is the potential of public accessibility. The intent is that citizens and neighbors first address their questions and concerns directly with the contractor.

8. Contractor Insurance Requirements

A. During the term of this permit and any extension thereof, the Contractor shall obtain and thereafter maintain at least the minimum insurance coverage as set forth below:

1. Worker's Compensation: Statutory Limits;
2. Commercial General Liability: \$2,000,000 combined single limit; and
3. Commercial Automobile Liability: \$1,000,000 combined single limit.

B. All insurance required hereunder shall:

1. Provide that it is primary to and not contributing with, any policy of insurance carried by City or Landowner covering the same loss;
2. Include an endorsement providing that written notice shall be given to Landowner at least thirty (30) days prior to termination, cancellation, or reduction of coverage in such policy. (10 day non-payment is OK)
3. Include an endorsement waiving all rights of subrogation against City and Landowner;
4. Include an endorsement in substance and form satisfactory to City, naming City and Landowner as an additional insured; and
5. Be procured from companies that are licensed in the State of California and that are reasonably acceptable to City.

C. Contractor shall provide City with a certificate of insurance evidencing that Contractor has obtained all insurance required under this permit prior to commencement of any work or activity at the Grazing Site.

D. The amount of coverage of insurance obtained by Contractor pursuant to these Permit requirements shall not limit Contractor's liability nor relieve Contractor of any obligation or liability resulting from activities related to this permit.

9. Indemnification Provisions

A. Contractor understands the nature of the work to be performed under this permit, has inspected the site where the work is to be performed, and understands any potential dangers incidental to performing the work at the site. Contractor hereby voluntarily releases, discharges, waives, and relinquishes any and all actions and causes of action for personal injury (including death) or property damage occurring to himself/herself arising out of or as a result of performing the work under this permit. Contractor agrees to defend, indemnify and hold harmless the City of Rocklin, its officers, employees and volunteers, from any claims, demands, damages, costs, expenses or liability for personal injury (including death) or property damage, arising out of or connected with his/her work under this permit or issuance of this permit. Contractor agrees that under no circumstances will he/she, or his/her heirs, executors, administrators and assigns prosecute or present any claim against the City of Rocklin or any of its officers, employees or volunteers for person injury (including death) or property damage, including those which arise by the negligence of the City of Rocklin or any of said persons, whether passive or active. The indemnification provisions of this section shall not be construed to require Contractor to indemnify against liability for claims, damages, losses, or expenses arising out or relating to trespassers or other persons entering or using the grazing site for purposes unrelated to the grazing activities related to this permit.

B. Landowner shall indemnify, defend and hold harmless City and its officers, officials, employees, agents, consultants, subcontractors and volunteers from and against any and all claims, damages, losses and expenses including without limitation attorney fees, expert fees and related costs arising out of or relating to the activities authorized by this permit. Landowner agrees that under no circumstances will he/she, or his/her heirs, executors, administrators and assigns prosecute or present any claim against the City of Rocklin or any of its officers, employees or volunteers for person injury (including death) or property damage, including those which arise by the negligence of the City of Rocklin or any of said persons, whether passive or active.

10. Denial or Revocation; Appeal Process

- A. The requirements, regulations and provisions set forth above shall be deemed conditions imposed upon every grazing management permit approved, and failure to comply with every such requirement shall be grounds for suspension, revocation or other action on the permit issued pursuant to these regulations.
- B. Failure to comply with any and all requirements will result in escalating enforcement including a verbal warning followed by a written warning and finally revocation of the permit. Contractors who have had a permit revoked in the previous year shall not receive a warning prior to revocation or suspension. Revocation of a grazing permit in a previous year shall be grounds for denial of future permit applications.
- C. The denial or revocation of a grazing permit by the issuing department's director (or his or her designee) may be appealed by the applicant or permit holder to the city manager. The appeal must be filed in writing with the city clerk not later than the fifteenth day after the date notice of the director's decision is mailed to the applicant or permit holder. On receipt of an appeal, the city clerk shall set the matter for hearing occurring

within fifteen days after receipt of the appeal. Notice of the hearing shall be mailed to the applicant or permit holder, at least three days before the hearing. On appeal, the city manager may hear and determine the matter as if it were an original application. The city manager shall issue a decision in writing within 20 calendar days from the date of the appeal hearing. The City Manager's determination of the matter shall be final.

CITY OF ROCKLIN Grazing Permit Application

LANDOWNER INFORMATION		
Landowner Name:		
Street Address:		
City, State, Zip Code:		
Telephone Number:	()	
Email Address:		
Emergency Contact Name and Phone Number:		()

By signing below, the Landowner agrees that all work to be performed shall comply with the **City's Weed Abatement and Open Space Management Grazing Program** requirements, including requirement to indemnify and hold the City harmless from claims arising from the Landowner's grazing activities and any other applicable City, State or Federal regulations, including, but not limited to, specific conditions incorporated into applicable conservation easement provisions.

Landowner's Signature

Date

CONTRACTOR INFORMATION		
Contractor Name:		
Street Address:		
City, State, Zip Code:		
Telephone Number:	()	
Email Address:		
Veterinarian Contact Name and Phone Number		()
Emergency Contact Name and Phone Number:		()

By signing below, the Contractor agrees that all work to be performed shall comply with the **City's Weed Abatement and Open Space Management Grazing Program** requirements, including requirement to indemnify and hold the City harmless from claims arising from the Contractor's activities authorized by this permit and any other applicable City, State or Federal regulations, including, but not limited to, specific conditions incorporated into applicable conservation easement provisions.

Contractor's Signature

Date

FIRE DEPARTMENT USE ONLY	<i>Permit Issued by:</i>
Print Name and Title: _____	
Signature: _____	Date: _____
<input type="checkbox"/> Proof of Insurance Received	Date: _____
<input type="checkbox"/> Pre-Grazing Photos Received	Date: _____
<input type="checkbox"/> Rocklin Business License No: _____	

Applicant copy

Animal Control copy

Public Works copy

PLEASE PROVIDE THIS INFORMATION FOR EACH GRAZING SITE. ATTACH MULTIPLE COPIES OF THIS PAGE IF NECESSARY.

GRAZING SITE INFORMATION	
Location:	
Area/Acres to be Grazed:	
Map Attached:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Description of the vegetation and/or fuels abated:	
Expected Start Date:	
Expected End Date:	
Number of Animals:	
If animals will be moved across a public street, list street name(s):	

Conditions of Approval

FIRE DEPARTMENT USE ONLY	Permit Terminated by:
Print Name and Title: _____	
Signature: _____	Date: _____
<input type="checkbox"/> Post Grazing Photos Received	Date: _____

EXHIBIT C

CONTRACT FOR SERVICES (EXAMPLE)

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 20___, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and

Name of Contractor
Address
Phone/E-mail

"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 the **total sum of []**. 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 [final] [monthly] [other] 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 the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in effect until both parties have fully performed their respective obligations under this agreement, unless sooner terminated as provided herein.

B. The services of Contractor are to commence upon [execution of this Contract by] **OR** [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 of _____] **OR** [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 [_____] 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 [C. 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 "____".]

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 the in 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 form 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 in accordance with Section 17A hereof.

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, which will not be unreasonably withheld. 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. **(Not required if Contractor provides written verification it has no employees)**

A. 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 shall be 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, gender, citizenship, 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.

Contract for Services
Insert Contractors Name here
Insert Date of contract

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:

Contractor:

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 referenced incorporated as if set forth fully herein.

Contract for Services
Insert Contractors Name here
Insert Date of contract

CITY OF ROCKLIN

By: _____
Steven Rudolph, City Manager

ATTEST:

By: _____
Mona Forster, City Clerk

APPROVED AS TO FORM:

By: _____
Sheri Chapman, City Attorney

CONTRACTOR

By: _____
Title:

EXHIBIT A

Contractor Proposal/Scope of Work

Contract for Services
Insert Contractors Name here
Insert Date of contract

EXHIBIT B

Schedule of Performance

Contract for Services
Insert Contractors Name here
Insert Date of contract

EXHIBIT C
Schedule of Fees

EXHIBIT __

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]

Contractor Questionnaire

Definition of a Contractor is found in Section 18702 of Regulations of the Fair Political Practices Commission, Title 2, division 6 of the California Code of Regulations.

Contractors, as defined by Section 18701, are required to file an Economic Interest Statement (Form 700) within 30 days of signing a Contractor Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

Company Name _____ (Agreement Date) _____

Name of Contractor* _____
(First Name) (Middle Initial) (Last Name)

Company address _____ Phone _____

City, State, Zip _____

Contracting City Dept. _____

Estimated Date of Project Completion _____

A. Will Contractor make governmental decision whether to

- 1. Approve a rate, rule, or regulation? Yes No
- 2. Adopt or enforce a law? Yes No
- 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement? Yes No

- 4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval? Yes No

- 5. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract? Yes No

- 6. Grant agency approval to a plan, design, report, study, or similar item? Yes No

- 7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof? Yes No

B. Will the Contractor serve in a staff capacity with the City and in that capacity perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code? Yes No

Will Contractor manage public investments? Yes No

Name of Person Completing Questionnaire Date

**If other individuals will be working on the contract, a form should be completed for each person to determine filing obligation.*

This page intentionally left blank.