

## **SCOPE OF WORK**

To supply all labor, materials and equipment necessary to remove weeds, rubbish and debris as designated by the City of Santa Rosa Fire Department. The parcels of land will be specified by the Fire Department. The work is traditionally performed to coincide with the "Fire Season" as declared by the State Fire Marshal's office, and to continue throughout the timeline known as "Fire Season". (Example: Fire Season may be May 1 through Oct 31). The Contractor must have labor and equipment be available throughout the Fire Season to complete work orders within the stated time herein.

**The abatement of weeds, vine, brush or other foliage will be completed by discing, mowing or most efficient means for specified parcel. All parcels shall be evaluated prior to abatement services for obstacles and obstructions such as pipes, abandoned septic tanks, etc. All private parcels shall be photographed with a date stamp prior to abatement, and photographed with a date stamp upon completion. A minimum of one photograph before and after is required.**

Work will be started on specific parcels and in order of priority and public nuisance according to fire and health hazards as determined by the City of Santa Rosa Fire Department. Private parcels shall be abated within a period of 5 working days from the date the request is received. A request for an abatement extension can be requested in writing and submitted to the Fire Department contact, but a written approval must be received in order to extend the abatement deadline.

This contract shall be non-exclusive and the City of Santa Rosa expressly reserves the right to contract with other contractors to remove weeds and/or refuse under special assignment proceedings or otherwise, if required.

### **Location**

The property/parcel upon which abatement work shall be done consists of streets, parkways, sidewalks, parks, commercial or private property, vacant or otherwise, upon which weeds or refuse have become a nuisance. Contractors shall coordinate with City of Santa Rosa Fire Department on location(s) and date(s) of requested abatement. Maps and locations will be furnished at the time of assignment. Whenever possible, work locations which are in close proximity to each other may be reprioritized for the sake of efficiency and timeliness.

### **Notification Procedure**

Property owners will be notified by the City Fire Department when/if the owners have to abate their property, unless an "emergency abatement order" is submitted. An "emergency abatement order" will be known as a request to the Contractor that will take priority over all other requests. The contractor will be notified in preparation for abatement procedures if property owners fail to do so. Should contractor fail to proceed when notified, the contractor will be put on notice and all payments held until compliant with contract requirements.

The City of Santa Rosa Fire Department will inspect all parcels and provide the contractor with a written list of parcels (including parcel numbers and maps) in which the contractor is to abate.

The work will be scheduled within 5 working days upon notice of parcels, unless otherwise stated in the work order. No work shall be done on any parcel unless this notice is given. The approval to start work on specified parcels may be canceled if work is not started within three (3) calendar days of the approved starting date. If an abatement work order is issued and the parcel owner has complied with their notice from the City after the list of parcels is provided to the contractor, the work order with the contractor will be considered cancelled. No payment will be made for abatement work on any parcel unless the above conditions are met, and work is performed.

All work orders, maps, approvals, invoices and other documentable conversations must be communicated via email. Verbal conversations may be followed up with an email to confirm, approve or adjust work orders.

### **Discing**

Discs shall be set at an angle sufficient to cut the sod growth loose and turn the existing growth under and each discing shall destroy and bury the growth of weeds existing at that time.

Discing equipment shall be operated so as not to break or damage concrete sidewalks, or other public improvements. Equipment shall be suitable to accomplish the discing as specified. Each discing shall leave the property clean and reasonably smooth.

In some cases, lots will require two (2) discings. Unless otherwise specified, the second discing shall not occur before thirty (30) days have elapsed from the date of the first discing and shall be approved by the City Fire Department prior to work.

### **Mowing**

Mowing of lots may be allowed as an alternate method of abatement of weeds on certain lots, however, mowing will not be allowed where firebreaks are required. All mowing methods must be approved by the City Fire Department prior to abatement.

**NOTE:**      *The City Fire Department shall reserve the right to determine acceptable methods of abatement to comply with City ordinance and other methods as defined herein. The contractor shall also be required to cut fire breaks where required.*

### **Equipment**

The Contractor shall provide adequate equipment suitable to meet the requirements of this contract and shall be approved by the City Fire Department. Equipment to be used for abatement services shall be listed on **Attachment C, Required Data Forms**.

### **Debris Removal**

The contractor shall be responsible for the removal and disposal of all debris/refuse that will prevent discing and/or mowing each lot designated for abatement services. Large amounts of debris/refuse and/or unknown materials will be immediately brought to the attention of the City Fire Department prior to removal.

If locations require trimming of tree branches, all debris may be chipped and left on site upon approval of the City Fire Department.

### **Contract Pricing**

Prospective contractors shall submit a price for the abatement of parcels in each size category. The parcel categories shown are estimated only, and were determined from the best information available.

**NOTE:**      *The City does not guarantee any minimum or maximum size or quantity of parcels which are to be serviced and may increase or decrease said amounts as deemed necessary to meet its needs.*

The abatement season normally runs from the latter part of April through October. The contract seasonal dates are approximate and depend upon suitable weather conditions. Approximately 50% of the parcels may require additional abatement during a single season. The need for subsequent abatement shall be determined by the Fire Department and each parcel shall be billed by the contractor at the rates submitted herein. The contractor shall also submit rates for hourly labor covering manual or equipment utilization for areas requiring removal of rubbish or other debris as specified by the City Fire Department. (Rates for these services shall be included in **Cost Proposal, Attachment A**.)

***The City Fire Department reserves the right to require the contractor to provide the City with written estimates on individual parcels. Written estimates shall be provided within 48 hours of a request, and shall be at no additional charge to the City.***

### **Invoice Submittal**

Invoices shall be submitted by email on a spreadsheet with the following information: Date, Nine Digit Parcel Number, Location, Type of Work Completed and Total Charge. (See example, Attachment #1)

The Contractor will submit a monthly invoice. A parcel must be completed to be invoiced. All completed work is to be invoiced at end of the month. Invoices should be for a period of the first of the month to the last day of the month. Months shall not be combined. No partial payments will be made for work in progress.

### **Digital Camera Images**

Contractor will be required to use a digital camera to take images before and after completion of work for each parcel. Digital files of images are to be submitted upon request by; electronic email form, .jpeg format, or format compatible with the City of Santa Rosa network. Subject line in email shall include parcel number and address. Within the file(s) sent details and photographs shall be included. Individual digital files may be labeled with the nine digit Parcel number and date and may be posted on the City of Santa Rosa Fire Department website for public viewing.

### **Fax Capability**

Contractor must have fax access for ability to receive City maps or relevant documents, in the event email is not available.

### **Reports**

The contractor may be required to attend periodic contract work progress meetings with the Fire Department and provide weekly service reports for work completed, at no additional charge to the City.

### **Safety**

Hazard Lane Closures: If required, contractors will follow City of Santa Rosa standard for lane closures. Lane closures must be approved by City prior to the start of work. See Encroachment Permit information below:

Contractors may be required to obtain an Encroachment Permit for any work done within the public right of way and/or easements. It will be the responsibility of the contractor to check with the City Public Works Department prior to any necessary lane closures during progress of work. All permits will be purchased by the contractor and billed to the City, listed on the invoice for each specific job completed that requires a permit.

Protecting the driving and walking public is of prime importance during construction work in the public right of way. The public right of way is generally located from the center of the street to the back of the sidewalk. The encroachment permit is also used to insure work meets City Standards and to protect existing public facilities such as the water system.

Contractors with appropriate licenses are required to do most work in the public right of way and/or easements and are typically the permittee. The permittee must provide proof of public liability and property damage insurance (\$1,000,000) and Workers Compensation Insurance. See the Encroachment Permit Application packet for complete insurance requirements for contractors. The owner must be the occupant at the permitted address for exclusion from insurance.

Further information on Encroachment Permits and Work in the Public Right of Way can be obtained by calling 707-543-4611 or on the City's Website at:

<http://ci.santa-rosa.ca.us/departments/publicworks/EDS/Pages/EncroachmentPermits.aspx>

### **Inspections**

The contractor shall be responsible for pre-abatement inspections of parcels at no additional charge to the City.

All abatement services, where applicable, shall be performed in compliance with the following:

- a. Santa Rosa City Code 9-08 (see Attachment #2 below)
- b. Sonoma County Water Agency "Fish Protection and Fire Prevention Best Management Practices" guidelines
- c. The 1992 "Bates Bill" (AB 337)

In addition to Items a. - c. listed above, prospective contractors must be familiar with Sonoma County Assessor's parcel maps and numbering (Contractor will receive abatement location by parcel number), the requirements of the "Endangered Species Act" and protection of "Vernal Pools." The City considers it extremely important that prospective contractors be knowledgeable and experienced in performing weed abatement work under the aforementioned items including items a - c. This requirement will be a critical part of the bid evaluation and contract award. Contractors shall provide in the Required Data Section, under "REFERENCES" a narrative statement of the work performed for a minimum of two (2) comparable contracts during the past five years as evidence of compliance to above contract requirements.

### **SPECIAL PROVISIONS**

**Qualification of Contractor:** Contractors must demonstrate their ability to possess and/or acquisition and maintain the necessary equipment required to adequately perform the services specified herein. The City of Santa Rosa Purchasing Agent shall be the sole judge in the determination of these matters. Contractors shall agree to fully comply with all City, State and Federal laws, regulations and ordinances governing performance of the contract awarded. It will be the responsibility of the contractor to obtain any and all necessary permits, and/or clearances necessary for completion of the contract.

**Workmanship, Material & Equipment:** The contractor shall furnish all labor, materials, parts and equipment for satisfactory contract performance. When not specifically identified in the specification, such materials, parts and equipment shall be of a suitable type and grade for the purpose.

The following equipment is to be considered the minimum for adequate performance of the contract. Contractors will be required to demonstrate their ability to be able to provide said equipment for contract performance. Failure to meet this requirement will be sufficient reason to consider the contractor non-responsive:

Item #	Equipment	Minimum #
1	Crawler Tractor	2
2	Heavy Duty (Close Coupled) disc	2
3	Trailer	1
4	Dump Truck and Loader	1
5	Mower's Flail	1
	Hand Mower	1
	Weed Eater	1
	Gas Powered	2
6	Bulldozer or Caterpillar ( <i>rental expenses will be reviewed and/or audited</i> )	1
7	Chipper	1
8	Digital Camera	1

Contractors shall list and briefly describe their proposed equipment to be used in performance of the contract in the space provided in the form **Attachment C, Required Forms**.

### **Inspection and Acceptance of Work**

The Santa Rosa Fire Department will act as City technical representative for the purpose of surveillance, inspection and acceptance of all services performed under this contract.

### **Qualifications of Employees**

The City may require dismissal from City work those employees who are deemed to be incompetent, careless or otherwise objectionable to the public interest.

**Work Orders**

Work orders will be placed against this contract by the City of Santa Rosa Fire Department personnel. Contractor will be required to complete all abatement assignments within ten (10) working days after receipt of work order for City owned parcels, and five (5) working days for private parcels, unless otherwise agreed upon in writing between the City and contractor.

**Equipment Inspection**

The City of Santa Rosa Fire Department reserves the right to inspect prospective contractor's maintenance and service facility and equipment for use on the contract prior to award of bid. Performance and quality of the contractor's equipment and contractor's ability to acquisition the necessary equipment not owned by the contractor will be a critical part of the bid evaluation and award. The City Purchasing Agent shall be the sole judge in the determination of these matters.

**Preservation of Property**

All improvements which are injured, removed or destroyed by reasons of the contractor's operations shall be replaced in kind or restored to a condition as good as when the contractor entered upon the work, all at the contractor's expense. Full compensation for conforming to the provisions of this article shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

**Hindrances and Delays**

The contractor expressly agrees that the service schedule named in the contract includes allowances for all hindrances or delays incident to the work. No claim shall be made by the contractor for hindrances or delays from any cause during the progress of the work, except as provided under "Suspension Of Work".

**Project Manager**

The City's Project Manager will be Paul Lowenthal, Assistant Fire Marshall, 707-543-3542, FAX: 707-543-3520. Mr. Lowenthal will be the primary contact through the course of this service contract. Questions about the contract terms and conditions shall be directed to Valerie Shatto, Buyer, 707-543-3708.

**Signage**

No business signs will be allowed on the job site or adjacent roadway(s) without permission of the Owner.

**Smoking/Alcohol**

No smoking or alcohol is allowed on the job sites.

**Clean Up**

Before acceptance of the work, the contractor shall clean the work site, and all grounds occupied by him in connection with the work, of all rubbish, excess materials, temporary structures and equipment, and all parts of the work shall be left in a neat and presentable condition. Full compensation for cleaning up as herein specified shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.



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**ATTACHMENT #2 – Santa Rosa City Code Chapter 9-08****Chapter 9-08 WEEDS AND RUBBISH****9-08.010 Definitions.**

The term “cost of abatement” or “cost of abating a nuisance” refers to any and all costs incurred by the Fire Department to enforce this section including, but not limited to, investigation, inspections; preparation, service and/or publication of administrative notices and other related clerical costs; actual removal of weeds and/or rubbish whether performed by the Fire Department or a contractor.

The terms “weeds” as used in this chapter means weeds, grass, ferns, vines and other similar natural growth, other than growth ordinarily and customarily planted for decorative purposes and which has been planted for decorative purposes and is under continuing cultivation.

“Rubbish,” as used in this chapter, means all combustible waste or refuse matter which has been left, deposited or abandoned on any lot or parcel of land in the City, and also means noncombustible waste matter, refuse, dirt and worthless or useless articles of property left, deposited or abandoned on any lot or parcel of land in the City in such fashion or in such quantity as to be unsightly, unhealthful, dangerous to persons, or so as to interfere with the abatement of weeds under this chapter. (Ord. 3681 § 1, 2004; Prior code § 11.34)

**9-08.020 Nuisance determination— Abatement generally.**

All weeds growing upon the streets or sidewalks or upon or in front of private property within the City which bear seeds of a wingy or downy nature, or attain such a large growth as to become a fire menace when dry, or which are otherwise noxious or dangerous, may be declared to be a public nuisance by the City Council and may thereafter be abated as provided by this chapter.

Whenever any such weeds are growing upon any street or sidewalk or private property, the City Council may determine that the same constitute a public nuisance, and may, by resolution, declare the same to be a public nuisance, and shall therein set out the types or sizes or heights or such other description of the weeds determined to constitute a public nuisance as should reasonably be anticipated to give any and all persons affected thereby notice thereof.

The council may also determine, in the manner provided in this chapter, that any rubbish which is situated on land containing abatable weeds, which may be situated on such land at the time of abatement or which at any time is situated on any lot or parcel of land in the City is a public nuisance and subject to removal and destruction and disposal. Such determination may be made at any time by separate proceedings under this chapter or may be made in any resolution in which weeds are declared a nuisance under this chapter. (Prior code § 11.35)

**9-08.030 Hearing—Notice.**

After the passage of a resolution as described in Section 9-08.020, the Fire Chief, or his designee, shall cause a notice thereof to be published at least two successive days in the official newspaper of the City. The notice shall also set the times and place for a public hearing thereon, which shall be not less than 10 days following the last publication of the notice. Such notice shall be in substantially the following form:

**NOTICE TO DESTROY WEEDS**

NOTICE IS HEREBY GIVEN that on the \_\_\_\_ day of \_\_\_\_, 20\_\_, in accordance with the provisions of Section 9-08.020 of the Code of the City of Santa Rosa, the Council of the City of Santa Rosa passed Resolution No. \_\_\_\_, declaring that noxious or dangerous weeds growing upon or in front of any private property located within the City of Santa Rosa, the nature, size and types of such weeds being more particularly described in said resolution.

NOTICE IS FURTHER GIVEN that property owners shall without delay remove such noxious or dangerous weeds, otherwise they will be removed and the nuisance will be abated by the municipality in accordance with the provisions of Chapter 9-08 of the Code of the City of Santa Rosa. All costs of abatement including those for inspection, administration and removal will be assessed upon the lot and lands from which or in front of which or adjacent to which such weeds are abated and such costs will constitute a lien upon such lots or lands until paid.

**NOTICE TO REMOVE RUBBISH**

NOTICE IS HEREBY GIVEN that rubbish, as defined in Section 9-08.010 of the Code of the City of Santa Rosa left deposited, or abandoned on this property has been declared by the City Council of the City of Santa Rosa, by Resolution No. \_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_, 20\_\_, to be a public nuisance and subject to removal and destruction or disposal by municipal authorities, the cost of the same shall be assessed upon the property from which or in front of which or adjacent to which such rubbish is left, deposited or abandoned and such cost shall constitute a lien upon the property until paid.

**NOTICE OF HEARING**

All property owners having any objections or protests to the proposed removal or destruction of such weeds or rubbish are hereby notified to attend a meeting of the City Council of the City of Santa Rosa on the \_\_\_\_ day of \_\_\_\_, 20\_\_, when the City Council will hear any objections and give consideration to the same.

The Fire Chief, or his designee, may send a notice by regular United States mail of such public hearing to the owner of any parcel of real property upon which such a public nuisance exists. The notice may be sent to the owner at the address shown upon the records of the City Assessor. Failure of the Fire Chief to send such notice or of the owner to receive such notice shall not prevent the City from proceeding pursuant to this chapter.

(Ord. 3681 § 2, 2004: Prior code § 11.36)

#### **9-08.040 Hearing—Action.**

At the time stated in the notices prescribed in Section 9-08.030, the City Council shall hear and consider all objections or protests, if any, to the proposed removal of weeds and rubbish and may continue the hearing from time to time. Upon the conclusion of such hearing, the City Council, by motion or resolution, shall allow or overrule any or all objections, whereupon the City Council shall be deemed to have acquired jurisdiction to proceed and perform the work of removal, and the decision of the City Council on the matter shall be final and conclusive. (Prior code § 11.37)

#### **9-08.050 Failure to abate—Unlawful.**

Any owner of property, upon which property a public nuisance has been declared to exist pursuant to Sections 9-08.020, 9-08.030 and 9-08.040, who fails to abate such nuisance within 10 days after the date of conclusion of the hearing with respect to such property as provided in Section 9-08.040, shall be guilty of a misdemeanor. (Prior code § 11.38)

#### **9-08.060 Failure to abate—City action—Notice.**

After final action has been taken by the City Council in the disposition of any protests or objections, or in case no protests or objections have been received, the City Council by motion or resolution shall order the Fire Chief, or his designee, to abate such nuisance and bureau personnel and its authorized agents, employees and contractors and bureau personnel and its authorized agents, employees and contractors are expressly authorized to enter upon private property for that purpose.

In the event the Fire Chief, or his designee abates the weeds, the rates or charges for all costs of abatement incurred by the City shall be as established by resolution of the City Council.

Any property owner shall have the right to have any such weeds and rubbish removed at his own expense providing the same is done prior to the arrival of the Fire Chief or such other public officer so designated or his representatives to do the same. Provided, however, that if an order to abate is issued, the Council may by resolution further order that a special assessment and lien be imposed upon said property for the costs of abatement, if any, incurred by the Fire Department in enforcing abatement upon the property prior to the removal by the property owner. (Ord. 3681 § 3, 2004; Ord. 2932 § 1, 1992; prior code § 11.39)

#### **9-08.070 Failure to abate—City action—Costs—Notice.**

The Fire Chief, or his designee, shall keep an account of the cost of abating a nuisance pursuant to this chapter in front of or on each separate lot or parcel of land where the work is done and shall render an itemized report in writing to the City Council showing the cost of abating such weeds and rubbish on each separate lot, or in front thereof, or both; provided that before such report is submitted to the legislative body, a copy of the same shall be posted for at least three days prior thereto on or near the chamber door of the council, together with a notice of the time when such report shall be submitted to the council for confirmation. (Ord. 3681 § 4, 2004; prior code § 11.40)

#### **9-08.080 Failure to abate—City action—Costs—Objections.**

At the time fixed for receiving and considering the report described in Section 9-08.070, the City Council shall hear the same, together with any objections which may be raised by any of the property owners liable to be assessed for the work of abating such nuisance and thereupon make such modifications in the report as they deem necessary, after which, by motion or resolution, the report shall be confirmed. (Prior code § 11.41)

#### **9-08.090 Abatement costs—Lien—Collection.**

(A) The cost of abating such nuisance in front of or upon the various assessments against the respective parcels of land, and after thus made and confirmed, shall constitute a lien on the property for the amount of such assessments respectively. After confirmation of the report, a copy shall be turned over to the Assessor and the Tax Collector, whereupon it shall be the duty of such officers to add the amounts of the respective lots and parcels of land for municipal purposes. In the event the assessment for the abatement, rubbish removal, or any other assessment authorized by this chapter is placed on the tax roll, a charge of two dollars for administrative expenses, and a further charge to be computed by multiplying the composite interest rate earned by the City on invested funds (30 days before the assessment is forwarded to the Tax Collector) by the amount of the assessment, as calculated under the provisions of Section 9-08.060, shall both be added to the assessment in order to compensate the City for the cost of effecting collection, and the monetary loss incurred by the City in having to extend its credit to a property owner who has failed to pay the original assessment within a reasonable time. The amounts of the respective assessments shall be entered upon the tax roll opposite the respective parcels of land, and thereafter such amount shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure under foreclosure and sale in case of delinquency as provided for ordinary municipal taxes of the City.

(B) The Tax Collector of the City is authorized to receive the amount due for the cost of abating the nuisance pursuant to this chapter, and to issue receipts therefor at any time after the confirmation of the report and until 10 days before a copy of the report shall be turned over to the county Tax Collector and tax Assessor for placement on the county tax roll for collection. (Ord. 2342 § 1, 1984; prior code § 11.42)

#### **9-08.100 Refund procedure.**

The City Council may order any tax, or any portion thereof, paid pursuant to the provisions of this chapter, refunded; provided, that such tax or portion thereof is found and determined by the City Council to have been erroneously levied; and, provided further, that no

such tax, or portion thereof, shall be refunded unless a claim, verified by the person who paid the tax, his or her guardian, executor or administrator, has been filed with the Clerk of the City on or before the first day of March after the date upon which such tax has become due and payable. (Prior code § 11.43)

#### **9-08.110 Claims for damages.**

Claims for damages to property, caused by any officer or employee of the City in connection with the abatement of any nuisance pursuant to the provisions of this chapter, may be paid from the general fund if the City Council finds and determines that such damage was caused by the negligence of such officer or employee; provided, however, that no such claim for damages shall be considered or paid unless it is presented in writing and filed with the City Clerk within 180 days after such damages occurred. (Prior code § 11.44)

#### **9-08.120 Emergency abatement—Authority of Fire Department.**

In the event the Fire Chief, or designee, should find that any public nuisance, described herein, within or upon or in front of any lot or parcel of land is so serious and aggravated and presents such an immediate menace or danger to the public health, safety and welfare that it is essential to protect such public health, safety and welfare that such nuisance be immediately abated without first publishing, posting or mailing notices, as provided above, and without first giving the owner or owners of said lot or parcel further time to abate the same, then in that event, the Fire Department may immediately abate said nuisance or cause the same to be abated without first having published or mailed any notices and without giving the owner or owners of the lot or parcel further time to abate the same. However, the Fire Chief, or designee, if he or she so abates such nuisance, shall prepare and file in his or her office a written report describing the location, nature and extent of the public nuisance and setting forth the reasons why he or she had to abate it immediately, as aforesaid, and he or she shall cause a copy of said report to be mailed within 10 days from and after completion of such abatement, to the owner or owners of the lot or parcel within or upon or in front of which said nuisance existed, as said owner or owners are shown on the last equalized assessment roll of the County of Sonoma. (Ord. 3681 § 5, 2004)

#### **9-08.130 Removal—Alternative methods.**

The method of removing weeds, vines, shrubs, brush, dead or damaged trees, and/or debris from property as herein provided shall not be an exclusive method, but shall be an alternative method, and such weeds, vines, shrubs, brush, dead or damaged trees, and/or debris may be removed from such property pursuant to the provisions of any law of the state, or any ordinance of the City applicable thereto. (Ord. 3681 § 6, 2004)