



# REPORT TO COUNCIL

## City of Sacramento

915 I Street, Sacramento, CA 95814-2604  
[www. CityofSacramento.org](http://www.CityofSacramento.org)

CONSENT  
 October 26, 2010

Honorable Mayor and  
 Members of the City Council

**Title: Contract: Creek, Parkway, and Mack Streetscapes**

**Location/Council District:** District 8.

**Recommendation:** Adopt a **Resolution** awarding a one-year non-professional services agreement for the maintenance of the Creek, Parkway, and Mack Streetscapes with TruGreen LandCare for an amount not to exceed \$77,666 and options to extend the agreement for up to two additional one-year periods, with the total amount of the agreement, including the optional two one-year extensions, not to exceed \$233,000.

**Contact:** Juan Montanez, Street Services Manager, 808-2254; Erick Talavera, Program Specialist, 808-2272

**Presenters:** None

**Department:** Transportation

**Division:** Street Services

**Organization No:** 15001681

### Description/Analysis

**Issue:** The Street Services Division of the Department of Transportation has an ongoing need to maintain the landscaping along the transportation corridors within the City of Sacramento. Invitation for Bid No. B113497005 was issued for maintenance of the Creek, Parkway, and Mack Streetscapes. City Council approval is necessary to award a non-professional services agreement to TruGreen LandCare.

**Policy Considerations:** The recommendations in this report are consistent with Sacramento City Code Section 3.56 – Purchasing of Supplies and Services, and AP-4101 – Procurement of Non-Professional Services.

The proposed contract award is consistent with Resolution 2010-346 prohibiting the City from entering into any contract to purchase goods or services from any business or entity headquartered in Arizona. TruGreen LandCare is headquartered in the state of Tennessee.

**Environmental Considerations:**

**California Environmental Quality Act (CEQA):** Under the California Environmental Quality Act (CEQA) guidelines, continuing administrative or maintenance activities do not constitute a project and are therefore exempt from review.

**Sustainability Considerations:** The streetscape maintenance services purchased under this contract will support the goals of the City of Sacramento's Sustainability Master Plan by improving and optimizing the transportation infrastructure. Further, maintenance of streetscapes contributes to the quality of life by promoting "greening" within the City.

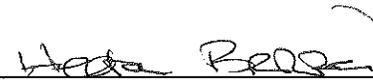
**Rationale for Recommendation:** Six companies submitted responsive bids in response to Invitation for Bid No. B113497005 (see Attachment 2). TruGreen LandCare is the lowest responsive and responsible bidder.

**Financial Considerations:** Streetscape maintenance is funded out of the department's Streetscape Maintenance operating budget. Streetscape maintenance contracts are primarily funded by fees from the Citywide Landscaping & Lighting District and 15 special districts. There are no General Funds planned for these services. There is sufficient funding available in the operating budget to support the projected maintenance requirements for Fiscal Year 2010/11. Extensions of the contract in succeeding fiscal years shall be subject to funding availability in the adopted budgets for each fiscal year.

The approval of this project will support 6.66 jobs in the City of Sacramento based upon the model provided by the Federal Highway Administration (FHWA) of one new job for every \$35,000 of transportation project investment.

**Emerging Small Business Development (ESBD):** TruGreen LandCare is not certified by the City of Sacramento as an Emerging/Small Business Enterprise.

Respectfully Submitted by:   
Juan Montanez  
Street Services Manager

Approved by:   
Jerry Way  
Dir Director of Transportation

Recommendation Approved:

*Cassandra H.B. Jennings*  
for Gus Vina  
Interim City Manager

APPROVED AS TO FORM:  
*[Signature]*  
CITY ATTORNEY

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## Attachment 1

### Background

In September, 2010, Invitation for Bid No. B113497005 was issued to procure streetscape maintenance services. Seven bidders responded to the solicitation. One of the seven bid proposals was found to be non-responsive for failure to submit a complete bid and was rejected.

Based upon the results of that competitive solicitation, which may be found in Attachment 2, staff recommends award of a one-year non-professional agreement, with two optional extensions, to the lowest responsive and responsible bidder, TruGreen LandCare. The amount of the initial one-year purchase agreement will not exceed \$77,666. The total amount of the agreement, with two optional one-year extensions, will not exceed \$233,000. TruGreen LandCare has no other contracts with the City for streetscape maintenance services.

The total amount of the agreement, \$233,000, includes \$28,160 for additional maintenance and repairs not included in the agreement's scope of work. The amount is based upon the amount of additional work typically required to address damage caused by vandalism, pest infestations, unseasonably high or low temperatures, and other unforeseen causes. The amounts reflected as "Repair Crew Rates" in the bid summary in Attachment 2 represent estimated totals established solely for evaluation purposes.

The areas to be maintained under the scope of the contract are generally bounded by Franklin Blvd on the west, Valley Hi Street on the east, Mack Road on the north, and the City limit on the south.

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**BID No. 113497005 – CREEK, PARKWAY, AND MACK STREETSCAPES**

Bid Item	GOLDEN OAK LANDSCAPE	GREEN DREAMS	DOMINGUEZ LANDSCAPE	ROUSH LANDSCAPE	TRUGREEN LANDCARE	QUALITY LANDSCAPE	CALIFORNIA LANDSCAPE
First Year	\$93,692		\$120,120.00	\$85,200.00	\$68,280.00	\$120,780.00	\$156,540.00
Second Year	\$95,566		\$123,121.80	\$85,200.00	\$68,280.00	\$120,780.00	\$158,105.00
Third Year	\$97,477.20		\$126,198.84	\$85,200.00	\$68,280.00	\$120,780.00	\$196,051.00
Repair Crew Rates	\$6,210		\$6,715.00	\$5,850.00	\$7,400.00	\$7,450.00	\$7,380.00
Bid Total	\$292,945.56		\$376,155.64	\$261,450.00	\$212,240.00	\$369,790.00	\$518,086.00
E/SBE 5% Pref	\$14,647		\$18,807.78	\$13,071.00	\$0.00	\$0.00	\$25,904.30
Prompt Pay Discount	\$5,859		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Bid Evaluation Total</b>	<b>\$272,439.37</b>	<b>NON-RESPONSIVE</b>	<b>\$357,347.86</b>	<b>\$248,379.00</b>	<b>\$212,240.00</b>	<b>\$369,790.00</b>	<b>\$492,181.70</b>

The bid amounts represent the totals for the estimated quantities selected for evaluation purposes only.

Authorization is requested for a one-year non-professional services agreement, with two optional one-year extensions, for a total not to exceed \$233,000. The amount requested includes \$28,158 for additional maintenance and repairs not included in the agreement's scope of work, based upon the amount of additional work typically required to address damage caused by vandalism, pest infestations, unseasonably high or low temperatures, and other unforeseen causes.

**Attachment 3**



**RESOLUTION NO.**

Adopted by the Sacramento City Council

**CONTRACT: CREEK, PARKWAY, AND MACK STREETSCAPES**

**BACKGROUND**

- A. The City has an ongoing need to maintain the streetscapes along its transportation corridors.
- B. In September 2010, the City issued Invitation for Bid No. B113497005 for streetscape maintenance services, and seven bidders responded. TruGreen LandCare was determined to be the lowest responsive and responsible bidder in the formal competitive process.
- C. There is sufficient funding available in the operating budget to support the projected maintenance requirements for fiscal year 2010/11. Extensions of the contract in succeeding fiscal years shall be subject to funding availability in the adopted budgets for each fiscal year.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. A contract is awarded to TruGreen LandCare for streetscape maintenance of the Creek, Parkway, and Mack Streetscapes in an initial amount of \$77,666 for year one, with up to two one-year options for extension. The total amount of the contract, with optional extensions, will not exceed \$233,000 for the three-year period.
- Section 2. Exhibit A is incorporated into and made part of this Resolution.

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Exhibit A–Nonprofessional Services Agreement

## EXHIBIT E

### LIVING WAGE REQUIREMENTS (Nonprofessional Service Agreement)

#### The Living Wage Ordinance

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

#### Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

##### Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

##### Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

### Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.<sup>a</sup>

### Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

### Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

## **Payment of Living Wage to Covered Employees**

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.<sup>b</sup>

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<sup>a</sup> The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or
- (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

<sup>b</sup> A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

The minimum compensation required is as follows:

- (1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
  - (a) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
  - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.
  
- (2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:
  - (a) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
  - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

### **Notification to Covered Employees**

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

**This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at [www.cityofsacramento.org](http://www.cityofsacramento.org).**

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

### **Subcontractor Compliance**

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

## **Other Provisions of the LWO**

### Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

### No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

### No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

### No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

## **Violations and Monitoring**

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

## **Declaration of Compliance**

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of

the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

**Additional Information**

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at [www.cityofsacramento.org](http://www.cityofsacramento.org).
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services @ 916-808-6240

## **EXHIBIT F**

### **REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

#### **INTRODUCTION**

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

#### **APPLICATION**

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

#### **DEFINITIONS**

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas

and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

#### **CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

#### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

## Attachment A



### **YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

**You May . . .**

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Procurement Services Division  
5730 24th St. Bldg.1  
Sacramento, CA 95822
  
- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  
  - Reasonable attorney's fees and costs

## Attachment B



### **YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

#### **You May . . .**

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Procurement Services Division  
5730 24th St. Bldg. 1  
Sacramento, CA 95822
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

#### **Discrimination and Retaliation Prohibited.**

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . . :

#### **You May Also . . .**

Submit a written complaint to the City of Sacramento, Procurement Services Division, at the same address containing the details of the alleged violation.



PROJECT #:  
 PROJECT NAME: CREEK, PARKWAY, AND MACK STREETSCAPES  
 DEPARTMENT: TRANSPORTATION  
 DIVISION: STREET SERVICES

CITY OF SACRAMENTO

**NONPROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made at Sacramento, California; as of \_\_\_\_\_, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

TruGreen LandCare  
 3213 Fitzgerald Road  
 Rancho Cordova, CA 95742

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

- |  |                                   |
|--|-----------------------------------|
| Invitation to Bid                                    | Workers' Compensation Certificate |
| Instructions to Bidders                              | Contractor's Bid Proposal Form    |
| Certificate(s) of Insurance                          | ESBD Program Statement            |
| Drug-Free Workplace Policy and Affidavit             | Technical Specifications          |
| Declaration of Compliance (Equal Benefits Ordinance) |                                   |
| Declaration of Compliance (Living Wage Ordinance)    |                                   |

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such 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 amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit 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. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing

services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

- 5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions 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 General Provisions shall control over said terms or conditions.
- 6. **Living Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements.
- 7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
- 8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
- 9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**

A Municipal Corporation

ATTEST:

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

\_\_\_\_\_  
City Clerk

Print name: \_\_\_\_\_

Attachments

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

For: Gustavo F. Vina, Interim City Manager

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Living Wage Requirements
- Exhibit F - Non-Discrimination in Employee Benefits

APPROVED TO AS FORM:

\_\_\_\_\_  
City Attorney

**CONTRACTOR:**

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
Federal I.D. No.

\_\_\_\_\_  
State I.D. No.

\_\_\_\_\_  
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation (*may require 2 signatures*)
- Limited Liability Company
- Other (*please specify: \_\_\_\_\_*)

\_\_\_\_\_  
**Signature of Authorized Person**

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Additional Signature (*if required*)

\_\_\_\_\_  
Print Name and Title

**DECLARATION OF COMPLIANCE  
Living Wage Ordinance**

Name of Contractor: Tru Green LandCare

Address: 3213 Fitzgerald Road, Rancho Cordova, CA 95742

The above-named contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.
3. If the amount of this Contract is less than \$100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is \$100,000 or more.
4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.
5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contract, and pursue all available legal and equitable remedies.
6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.
7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.
8. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

\_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_

Print name: \_\_\_\_\_

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

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

Name of Contractor: \_\_\_\_\_

Address: TruGreen LandCare 3213 Fitzgerald Road Rancho Cordova, CA 95742

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
  - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
  - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
  - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
  - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date

after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
  - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
  - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
  - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

**EXHIBIT A**

**NONPROFESSIONAL SERVICES AGREEMENT**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

Stephanie Fraser, Construction Inspector III  
5730 24th Street, Bldg. 9  
Sacramento, CA 958747  
916-808-2253 FAX 916-393-3725

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Kevin Arnett, TruGreen LandCare  
3213 Fitzgerald Road, Rancho Cordova, CA 95742  
916-635-0936, FAX 916-635-5702

All CITY questions pertaining to this agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

**2. Scope of Services.**

Landscape maintenance and repair of the Creek, Parkway, and Mack Streetscapes, in accordance with the specifications, terms, and conditions of IFB B113497005 and the City of Sacramento Landscape Maintenance Services General Specifications and Provisions, LS10-1.

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

**3. Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

From Date of Award through and including October 31, 2011.

**Attachment 1**

**EXHIBIT A**

**NONPROFESSIONAL SERVICES AGREEMENT**

**SCOPE OF SERVICES**

**(IFB B113497005 and the City of Sacramento Landscape  
Maintenance Services General Specifications and Provisions, LS10-1.)**

## A. SPECIAL PROVISIONS

### ENVIRONMENTALLY PREFERABLE PROCUREMENT

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:  
[http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable Purchasing Policy SPP.pdf](http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable_Purchasing_Policy_SPP.pdf) or by contacting the Procurement Services Division at (916) 808-6240.

### AWARD of CONTRACT

The lowest, responsible bidder(s) shall be required to enter into a non-professional services agreement with the City of Sacramento, which is Attachment 1 of this bid.

### NOTE:

If a Contractor is currently providing services to the City, said Contractor must be in compliance with all current City landscape maintenance contracts. Contractor's performance on current and past City contracts will be considered in determining if a bid is responsible and responsive.

Lowest bidder may be required to submit a list of equipment and the number of employees that will be used to perform work under this agreement.

**FOR THIS CONTRACT: UNDER LS10, SECTION 1, and PARAGRAPH 1.02 IN PART STATES "THERE SHALL BE NO SUB-CONTRACTOR FOR MAINTENANCE SERVICES OR PESTICIDE APPLICATIONS UNDER THIS CONTRACT".**

## LANDSCAPE PRACTICES FOR SUSTAINABILITY

Contractors providing landscape maintenance service for the City are encouraged to employ sustainable landscape management practices, whenever practicable, including but not limited to, integrated pest management, plant material-cycling, low water volume irrigation, composting and use of mulch and compost.

All irrigation shall be in compliance with the City Water Ordinance, see Attachment A6 in LS10, for a copy of the ordinance.

Lawn mowing shall be done to a minimum height of two (2) inches, using a mulching type mower.

Bark mulch maybe supplied by the City's Urban Forest from their operations. In this case, the Contractor shall provide the labor only for possible pick up, delivery and spreading of the mulch.

Whenever possible, debris as a result of plant material clean up, weed removal or pruning shall be taken to a recyclable green waste facility.

Replacement plants for existing areas; Contractor shall provide suggestions to minimize waste by choosing species that are appropriate to the micro-climate species that can grow to their natural size in the space allotted them. Native and drought tolerant plants that require no or minimal watering once established are preferred.

SECTION II – CONTRACT DOCUMENTS

**B. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS**

**ALL LANDSCAPE MAINTENANCE UNDER THIS AGREEMENT  
SHALL ADHERE TO THE CITY OF SACRAMENTO LANDSCAPE  
MAINTENANCE SPECIFICATIONS AND PROVISIONS, REFERED TO AS  
LS10**

**MAINTENANCE PERFORMANCE SCHEDULE  
MINIMUM REQUIREMENTS**

SITE NAME: CREEK PARKWAY & MACK  
LOCATION: VARIOUS—SEE MAPS

AREA SIZE: SQ. FT. 1,147,953

ACRES: 26.35

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED			■						CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL LANDSCAPE IN A HEALTHY GROWING CONDITION AND IN A NEAT AND ATTRACTIVE APPEARANCE THROUGHOUT THE YEAR TO THE SATISFACTION OF THE CITY.
INSPECT, MEETING			■						
LAWN									GROUND COVER SUCH AS ROSEMARY OR JASMINE SHALL BE KEPT AT AN EVEN HEIGHT BY PRUNING NO LESS THAT (4) TIMES A YEAR. KEEP ALL SHRUBS PRUNED BELOW TOP OF WALL AND BACK—do not allow shrubs to smother other plants. PRUNE ALL TREES EACH YEAR FOR STRUCTURE AND HEALTH OF SPECIES. KEEP TURF GREEN AND WEED FREE YEAR ROUND TURF PRE-EMERGENT APPLICATIONS SHALL BE IN FEBRUARY AND MAY—TO CONTROL BROADLEAF AND CRABGRASS. USE COOL SEASON FERTILIZER IN FEBRUARY USE SLOW RELEASE COMPLETE FERTILIZER IN APRIL, JUNE AND SEPTEMBER INFORM CITY PRIOR TO APPLICATION OF ANY/ALL CHEMICALS CONTRACTOR SHALL KEEP ALL HARDSCAPE AREAS INCLCUDING PAVERS WEED FREE.
FERTILIZER							4X		
AERATING							1X		
RESEEDING									
CHEMICAL EDGE									
MECH EDGE	■								
GROUND COVER									KEEP TURF GREEN AND WEED FREE YEAR ROUND TURF PRE-EMERGENT APPLICATIONS SHALL BE IN FEBRUARY AND MAY—TO CONTROL BROADLEAF AND CRABGRASS.
FERTILIZER					■				
WINTER MOW								■	
SHRUBS									USE COOL SEASON FERTILIZER IN FEBRUARY USE SLOW RELEASE COMPLETE FERTILIZER IN APRIL, JUNE AND SEPTEMBER INFORM CITY PRIOR TO APPLICATION OF ANY/ALL CHEMICALS CONTRACTOR SHALL KEEP ALL HARDSCAPE AREAS INCLCUDING PAVERS WEED FREE.
FERTILIZER					■				
PRUNE					■				
TREES									CONTRACTOR SHALL KEEP ALL HARDSCAPE AREAS INCLCUDING PAVERS WEED FREE. IT IS THE CONTRACTORS RESPONSIBILITY TO INSPECT EACH SITE WEEKLY TO ASSURE ALL WORK IS BEING DONE PER SPECIFICATIONS.
FERTILIZER							1X		
PRUNE							1-2X		
LEAF PICKUP			■						
WEED CONTROL			■						

EACH TIME SITE IS SERVICED ALL LITTER / DEBRIS WILL BE REMOVED, TREES RESTAKED, POT HOLES FILLED & PEST / WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED & REPAIRED

**MAINTENANCE PERFORMANCE SCHEDULE  
MINIMUM REQUIREMENTS**

SITE NAME: CREEK PARKWAY & MACK PAGE 2      AREA SIZE: SQ. FT.      ACRES:  
LOCATION:

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									CONTRACTOR SHALL MANAGE NUT SEDGE AND ANY OTHER TYPE OF WEED WITH CHEMICAL AND MECHANICAL MEANS AS NEEDED TO KEEP ALL AREAS WEED FREE.
INSPECT. MEETING									
LAWN									
FERTILIZER									CONTACTOR SHALL USE ADVANCE WARNING SIGNS DURING ALL OPERATIONS
AERATING									
RESEEDING									REPORT ANY GRAFFITI TO THE STREETSCAPES OFFICE
CHEMICAL EDGE									
MECH EDGE									
GROUND COVER									
FERTILIZER									
WINTER MOW									
SHRUBS									
FERTILIZER									
PRUNE									
CULTIVATE									
TREES									
FERTILIZER									
PRUNE									
LEAF PICKUP									
WEED CONTROL									

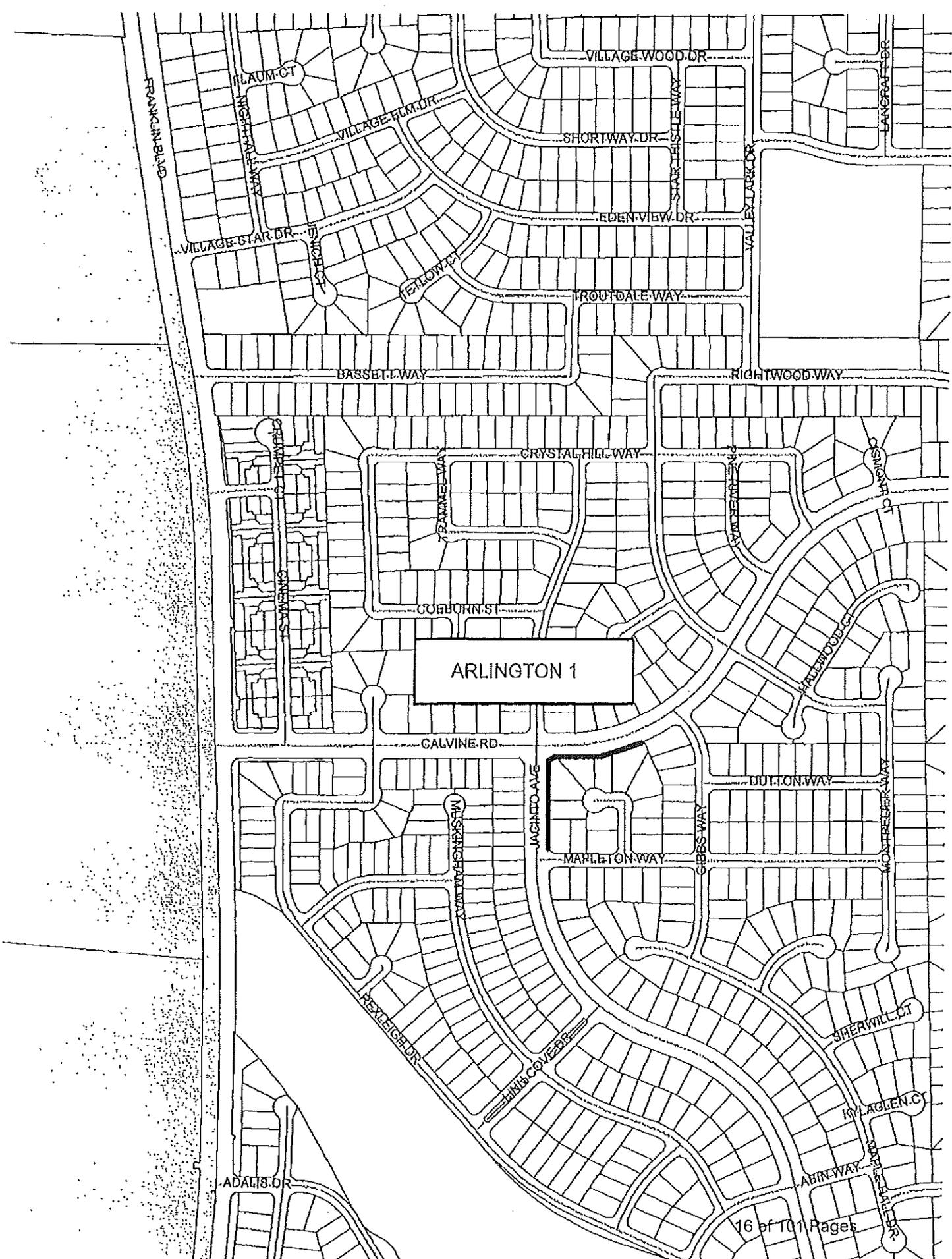
EACH TIME SITE IS SERVICED ALL LITTER / DEBRIS WILL BE REMOVED, TREES RESTAKED, POT HOLES FILLED & PEST / WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED & REPAIRED

**MAINTENANCE PERFORMANCE SCHEDULE  
MINIMUM REQUIREMENTS**

SITE NAME: **ARLINGTON 1** AREA SIZE: SQ. FT. **13,884** ACRES **.32**  
 LOCATION: **ALONG WALL ON THE SE CORNER OF JACINTO AND CALVINE. (SEE MAP)**

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED			■						KEEP GROUND COVER EDGED ALONG SIDEWALK
INSPECT. MEETING			■						
									PRUNE TO KEEP BELOW WALL
<b>LAWN</b>									
FERTILIZER									
AERATING									
RESEEDING									
CHEMICAL EDGE									
MECH EDGE	■								
<b>GROUND COVER</b>									
FERTILIZER									
WINTER MOW									
<b>SHRUBS</b>									
FERTILIZER									
PRUNE									
CULTIVATE									
<b>TREES</b>									
FERTILIZER									
PRUNE									
<b>LEAF PICKUP</b>			■						
<b>WEED CONTROL</b>			■						

EACH TIME SITE IS SERVICED ALL LITTER / DEBRIS WILL BE REMOVED, TREES RESTAKED, POT HOLES FILLED & PEST / WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED & REPAIRED



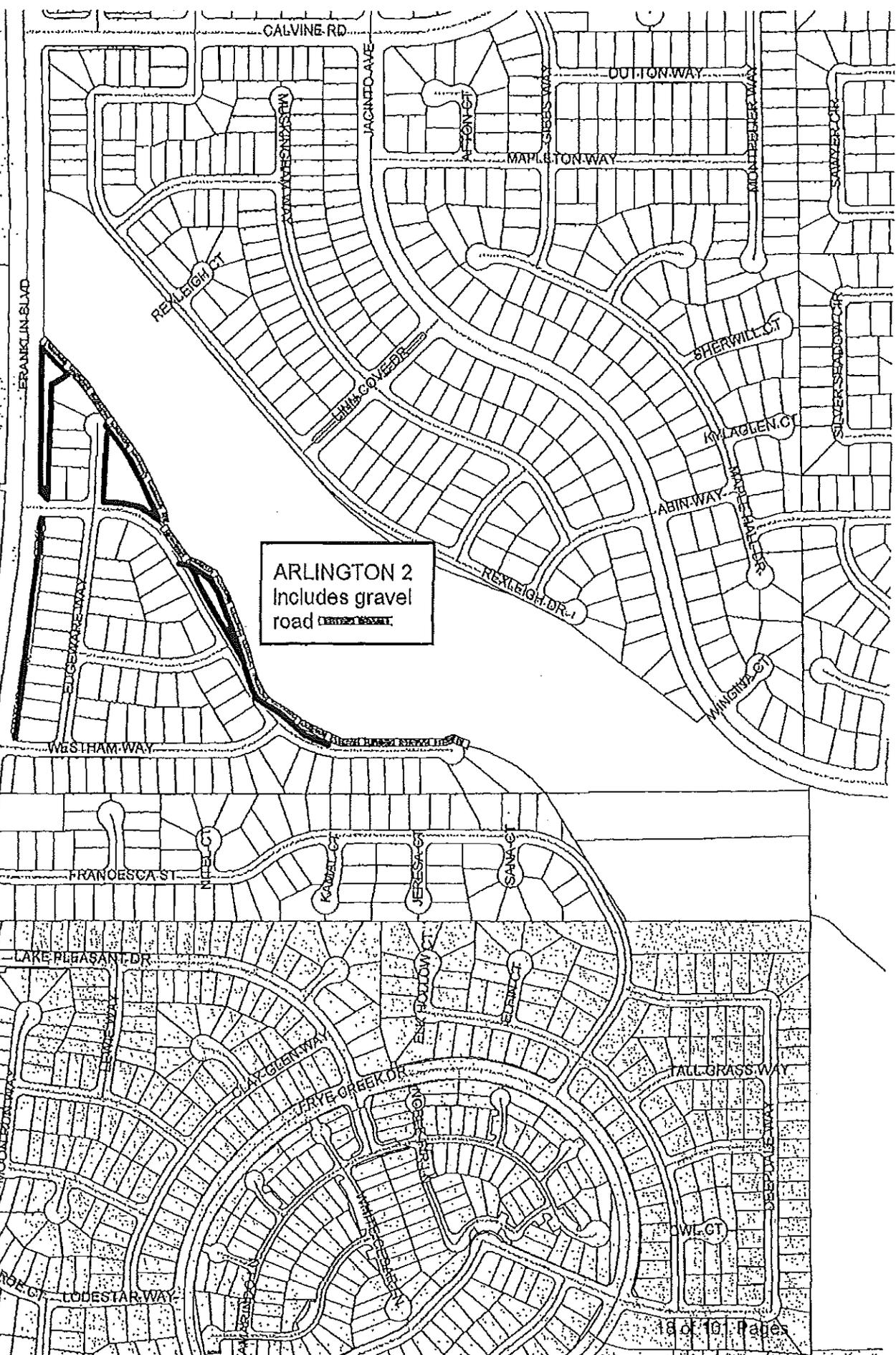
ARLINGTON 1

**MAINTENANCE PERFORMANCE SCHEDULE  
MINIMUM REQUIREMENTS**

SITE NAME: ARLINGTON 2 AREA SIZE: SQ. FT. 64,904 ACRES 1.43  
 LOCATION: FRANKLIN BLVD. SOUTH OF LAGUNA CREEK FLOOD PLAIN, EAST SIDE OF FRANKLIN (SEE MAP)

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									AREA CONSISTS OF— THE FRANKLIN BLVD SOUNDWALL LANDSCAPE, PARK/GREENBELT TURF AREA ON ADALIS DR AND GRAVEL ROAD NEXT TO POST AND CABLE FOR WET LANDS
INSPECT. MEETING									
<b>LAWN</b>									
FERTILIZER									
AERATING									KEEP GRAVEL ROAD WEED FREE.
RESEEDING									
CHEMICAL EDGE									KEEP SHRUBS PRUNED BACK OF POST AND CABLE
MECH EDGE									
<b>GROUND COVER</b>									
FERTILIZER									
WINTER MOW									
<b>SHRUBS</b>									
FERTILIZER									
PRUNE									
CULTIVATE									
<b>TREES</b>									
FERTILIZER									
PRUNE									
LEAF PICKUP									
WEED CONTROL									

EACH TIME SITE IS SERVICED ALL LITTER / DEBRIS WILL BE REMOVED, TREES RESTAKED, POT HOLES FILLED & PEST / WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED & REPAIRED



ARLINGTON 2  
Includes gravel  
road ~~TYPE 1~~

**MAINTENANCE PERFORMANCE SCHEDULE  
MINIMUM REQUIREMENTS**

SITE NAME: ARLINGTON 3 AREA SIZE: SQ. FT. 15,303 ACRES .35  
 LOCATION: ALONG REXLEIGH DR EAST OF LINN COVE AND TURF AREA ON JACINTO BETWEEN WALL AND LAGUNA CREEK  
SEE MAP

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									ROSEMARY BED ALONG REXLEIGH DR EAST OF LINN COVE DR. KEEP PRUNED TO AN EVEN HEIGHT
INSPECT. MEETING									
<b>LAWN</b>									KEEP GRAVEL ROAD AREA BEHIND WALL CLEAR OF WEEDS AND DEBRIS.
FERTILIZER									
AERATING									
RESEEDING									
CHEMICAL EDGE									
MECH EDGE									
<b>GROUND COVER</b>									
FERTILIZER									
WINTER MOW									
<b>SHRUBS</b>									
FERTILIZER									
PRUNE									
CULTIVATE									
<b>TREES</b>									
FERTILIZER									
PRUNE									
LEAF PICKUP									
WEED CONTROL									

EACH TIME SITE IS SERVICED ALL LITTER / DEBRIS WILL BE REMOVED, TREES RESTAKED, POT HOLES FILLED & PEST / WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED & REPAIRED



WEED ABATE  
gutter to asphalt  
bike path

ARLINGTON 3  
includes curb to  
asphalt trail

ROSEMARY

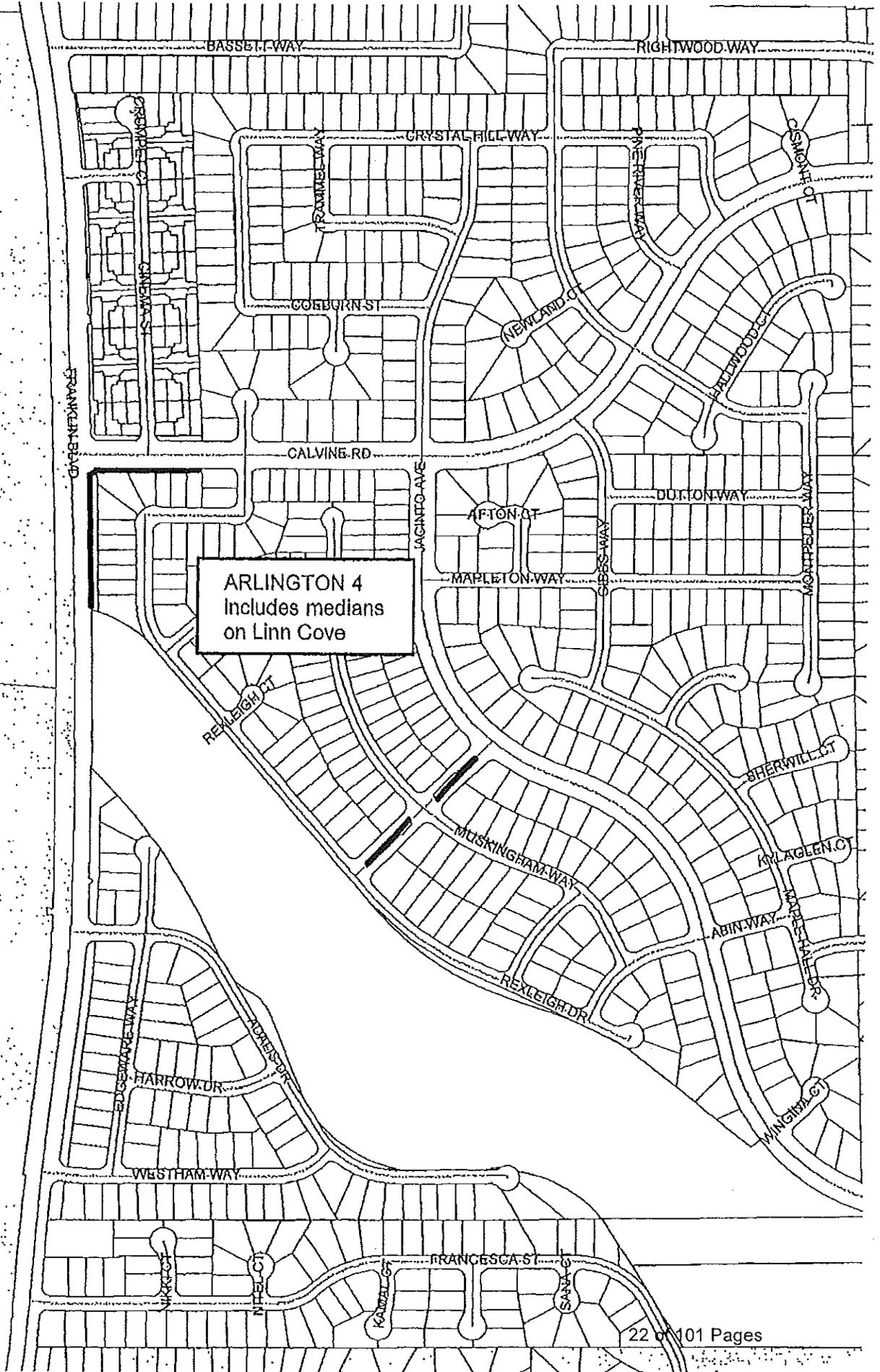
TURF

**MAINTENANCE PERFORMANCE SCHEDULE  
MINIMUM REQUIREMENTS**

SITE NAME: ARLINGTON 4 AREA SIZE: SQ. FT. 20,038 ACRES .46  
 LOCATION: LANDSCAPED WALLS STARTING AT THE SE CORNER OF FRANKLIN BLVD AND CALVIN RD.  
INCLUDES THE 2 MEDIANS ON LINN COVE DR. AND THE ROSEMARY BED ON REXLEIGH DR.

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED			<input checked="" type="checkbox"/>						AREA CONSISTS OF THE SOUNDWALL LANDSCAPING ON FRANKLIN BLVD AND CALVIN RD. THE TWO (2) MEDIANS ON LINN COVE DR.
INSPECT. MEETING			<input checked="" type="checkbox"/>						
LAWN									
FERTILIZER									KEEP AREA BETWEEN CURB / GUTTER AND THE BIKE TRAIL, ALONG REXLEIGH DR. CLEAN OF WEEDS AND LITTER.
AERATING									
RESEEDING									
CHEMICAL EDGE	<input checked="" type="checkbox"/>								
MECH EDGE									
GROUND COVER									
FERTILIZER									
WINTER MOW									
SHRUBS									
FERTILIZER									
PRUNE									
CULTIVATE									
TREES									
FERTILIZER									
PRUNE									
LEAF PICKUP			<input checked="" type="checkbox"/>						
WEED CONTROL			<input checked="" type="checkbox"/>						

EACH TIME SITE IS SERVICED ALL LITTER / DEBRIS WILL BE REMOVED, TREES RESTAKED, POT HOLES FILLED & PEST / WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED & REPAIRED



**ARLINGTON 4**  
Includes medians  
on Linn Cove

THE SOUTH SIDE WALL ON COSUMNES RIVER  
BLVD WILL BE RENOVATED THIS FALL. THE  
RENOVATION WILL INCLUDE:

- NEW IRRIGATION WHICH WILL INCLUDE  
ROTATOR NOZZLES.
- APPROXIMATELY 90 TREES WILL BE  
PLANTED THIS FALL.

PLEASE TAKE THIS INTO CONSIDERATION FOR  
YOUR BID.

**MAINTENANCE PERFORMANCE SCHEDULE  
MINIMUM REQUIREMENTS**

SITE NAME: COSUMNES RIVER BLVD.

AREA SIZE: SQ. FT. 191,423

ACRES: 4.4

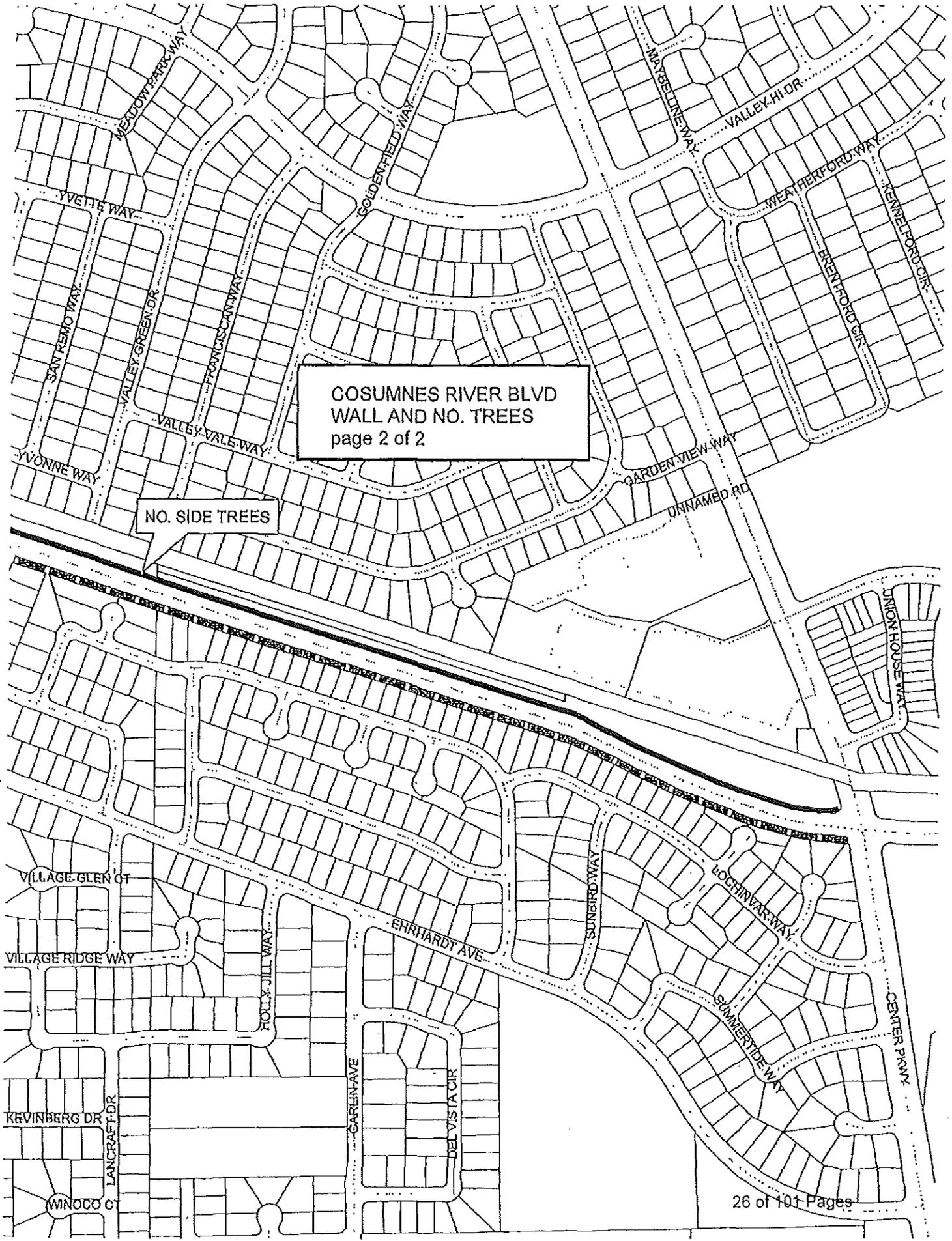
LOCATION: BETWEEN FRANKLIN BLVD. AND CENTER PARKWAY—INCLUDES BOTH THE NORTH AND SOUTH SIDES OF ROAD

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									NORTH SIDE—AREA FROM EDGE OF ROAD TO THREE (3) FEET PAST TREES SHALL BE KEPT WEED FREE
INSPECT. MEETING									
<b>LAWN</b>									SOUTH SIDE—INCLUDES GUTTER EXPANSION JOINT TO THE SOUNDWALL
FERTILIZER									
AERATING									REPLACE TREE STAKES AS NEEDED
RESEEDING									
CHEMICAL EDGE									TREES SHALL BE PRUNED YEARLY FOR THE HEALTH AND CORRECT STRUCTURE OF THE SPECIES
MECH EDGE									
<b>GROUND COVER</b>									VINES SHALL BE FERTILIZED QUARTERLY AND KEPT THINNED OUT TO MAKE SURE THEY DON'T GET HEAVY AND FALL. THE TOPS NEED TO BE KEPT PRUNED TO THE HEIGHT OF THE SOUNDWALL AND DO NOT ALLOW THE VEGETATION FROM THE RESIDENTS BEHIND THE WALL TO GROW OVER TO THE CITY SIDE.
FERTILIZER									
WINTER MOW									
<b>SHRUBS</b>									ADVANCED WARNING SIGNS AND SAFETY VEST ARE MANDATORY ON ALL CITY MAINTAINED AREAS.
FERTILIZER									
PRUNE									
CULTIVATE									
<b>TREES</b>									
FERTILIZER									
PRUNE									
LEAF PICKUP									
WEED CONTROL									

EACH TIME SITE IS SERVICED ALL LITTER / DEBRIS WILL BE REMOVED, TREES RESTAKED, POT HOLES FILLED & PEST / WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED & REPAIRED



COSUMNES RIVER BLVD  
WALL AND NO. TREES  
page 1 of 2



COSUMNES RIVER BLVD  
WALL AND NO. TREES  
page 2 of 2

NO. SIDE TREES

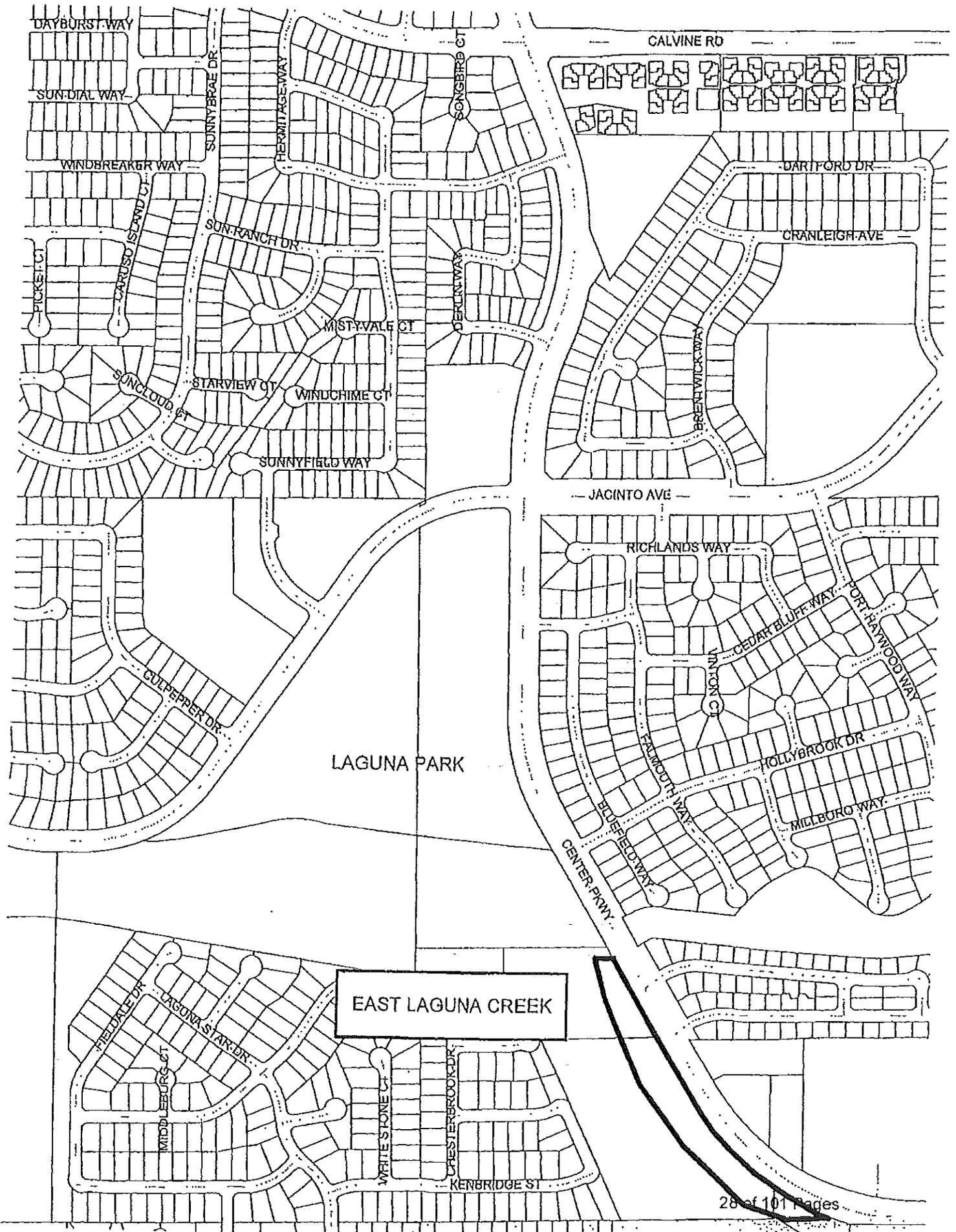
Map labels include: YALOW PARK WAY, YVETTE WAY, SAN TITO WAY, VALLEY GREEN DR, FRANCIS WAY, VALLEY VALE WAY, YVONNE WAY, GOLDEN FIED WAY, WABE LANE WAY, VALLEY HIL DR, WEATHER FORD WAY, KENT FORD CIR, BRETT FORD CIR, GARDEN VIEW WAY, UNNAMED RD, UNION HOUSE WAY, VILLAGE GLEN CT, VILLAGE RIDGE WAY, HOLLY JILL WAY, EHRHARDT AVE, SUNBIRD WAY, LOCHINVAR WAY, SUMMERTIDE WAY, CENTER PKWY, KEVINBERG DR, LANCRAFT DR, WINOCO CT, GARDEN AVE, DEL VISTA CIR.

**MAINTENANCE PERFORMANCE SCHEDULE  
MINIMUM REQUIREMENTS**

SITE NAME: **EAST LAGUNA CREEK**                      AREA SIZE: **SQ. FT. 68,255**                      ACRES **1.6**  
 LOCATION: **CENTER PARKWAY SOUTH OF JACINTO—SEE MAP**

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									INCLUDES 6 INCHES INSIDE POST AND CABLE FOR WEED ABATEMENT
INSPECT. MEETING									
<b>LAWN</b>									
FERTILIZER									
AERATING									
RESEEDING									
CHEMICAL EDGE									NO SHRUBS OR TREES SHALL BE ALLOWED TO GROW PAST THE POST AND CABLE
MECH EDGE									
<b>GROUND COVER</b>									
FERTILIZER									MECANICAL EDGE ALL CURBS AND SIDEWALKS
WINTER MOW									
<b>SHRUBS</b>									
FERTILIZER									
PRUNE									
CULTIVATE									REPORT ANY GRAFFITI OR VANDALISM
<b>TREES</b>									
FERTILIZER									
PRUNE									
<b>LEAF PICKUP</b>									
									KEEP CONTROLLER STRONG BOXES PEST FREE. EXAMPLE—SPIDERS, ANTS, FROGS AND MICE. THEY CAUSE DAMAGE TO CLOCK
<b>WEED CONTROL</b>									

EACH TIME SITE IS SERVICED ALL LITTER / DEBRIS WILL BE REMOVED, TREES RESTAKED, POT HOLES FILLED & PEST / WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED & REPAIRED



**MAINTENANCE PERFORMANCE SCHEDULE  
MINIMUM REQUIREMENTS**

SITE NAME: EAST MACK ROAD

AREA SIZE: SQ. FT. 97,894

ACRES: 2.27

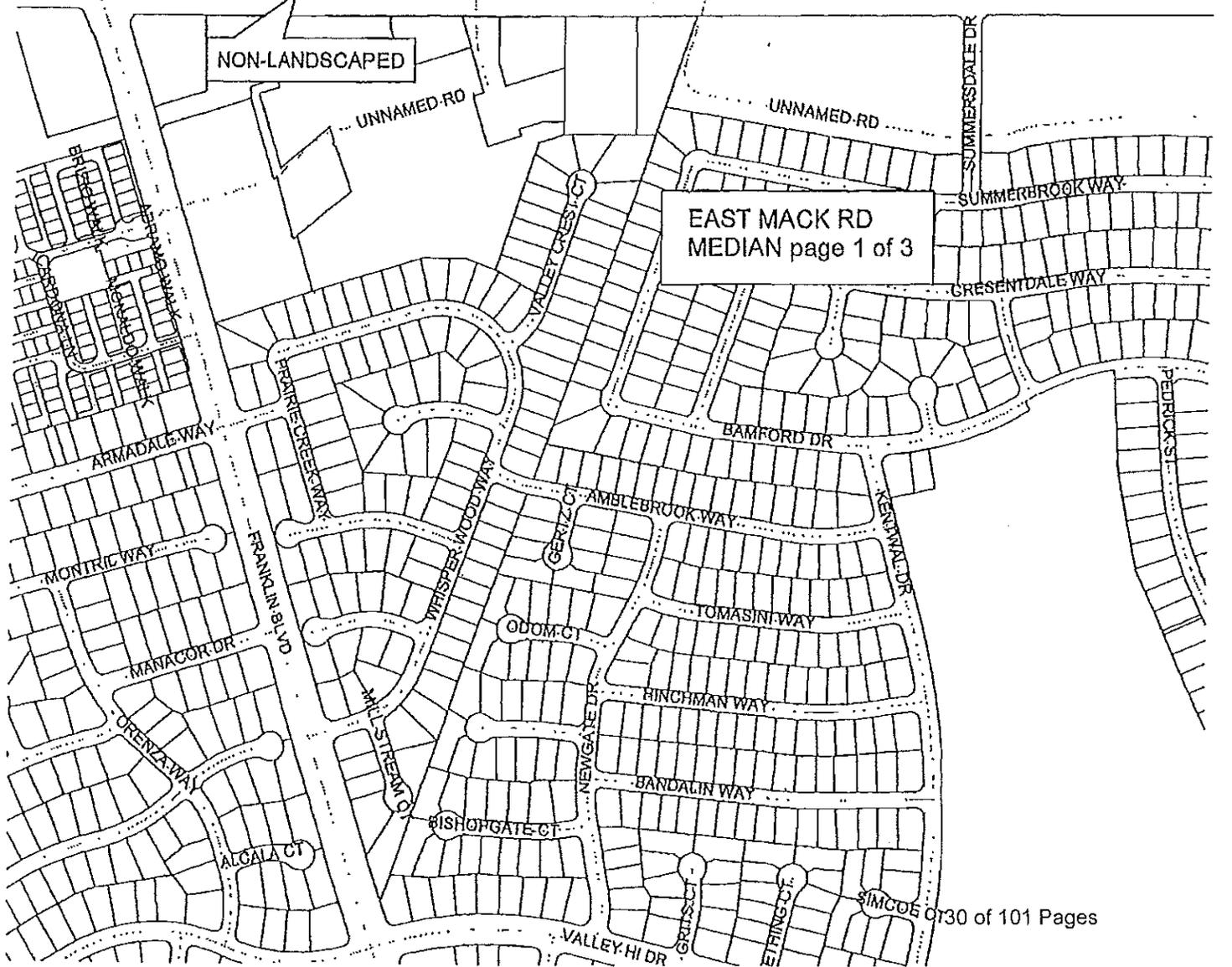
LOCATION: FRANKLIN BLVD TO VALLEY HI DR. INCLUDES ALL NON LANDSCAPED MEDIANS

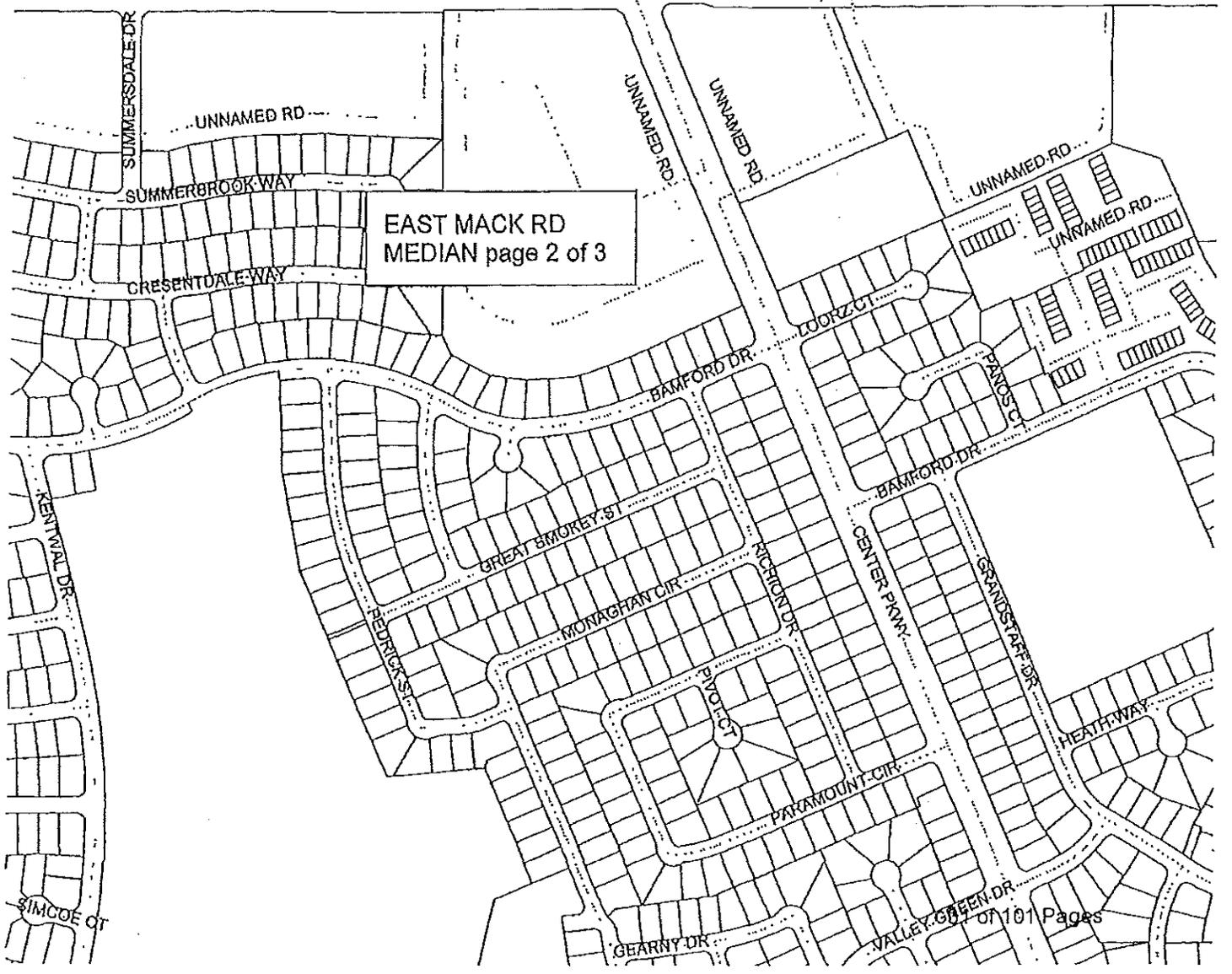
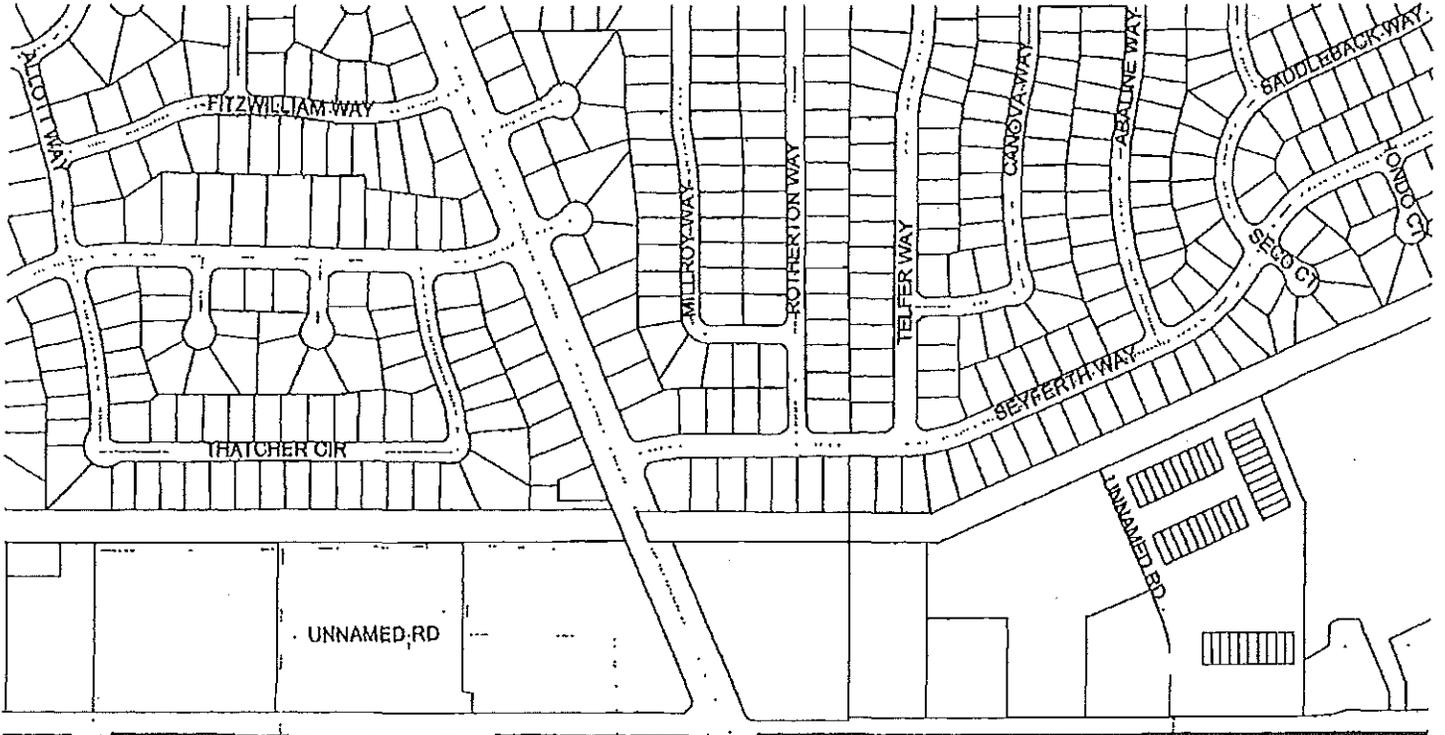
	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED			■						USE SLOW RELEASE FERTILIZERS-- PER LABEL FOR ALL AREAS
INSPECT, MEETING			■						
<b>LAWN</b>									CREATIVE WATERING SCHEDULES ARE REQUIRED TO PREVENT WATER RUN OFF ONTO ROADWAY
FERTILIZER									
AERATING							1X		
RESEEDING									KEEP IRRIGATION HEADS CLEAR OF GRASS FOR BETTER COVERAGE AND TO PREVENT WATER RUN OFF
CHEMICAL EDGE									
MECH EDGE	■		■						
<b>GROUND COVER</b>									
FERTILIZER									
WINTER MOW									
<b>SHRUBS</b>									
FERTILIZER									
PRUNE									1 STATION TBOS IN VALVE IN FRONT OF KRAGEN AUTO
CULTIVATE									
<b>TREES</b>									
FERTILIZER									
PRUNE									
									THIS SITE IS ON THE PRIMARY STREETS LIST
LEAF PICKUP			■						ADVANCED WARNING SIGNS AND SAFETY VEST ARE MANDATORY ON ALL CITY MAINTAINED AREAS.
WEED CONTROL			■						

EACH TIME SITE IS SERVICED ALL LITTER / DEBRIS WILL BE REMOVED, TREES RESTAKED, POT HOLES FILLED & PEST / WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED & REPAIRED



MACK RD







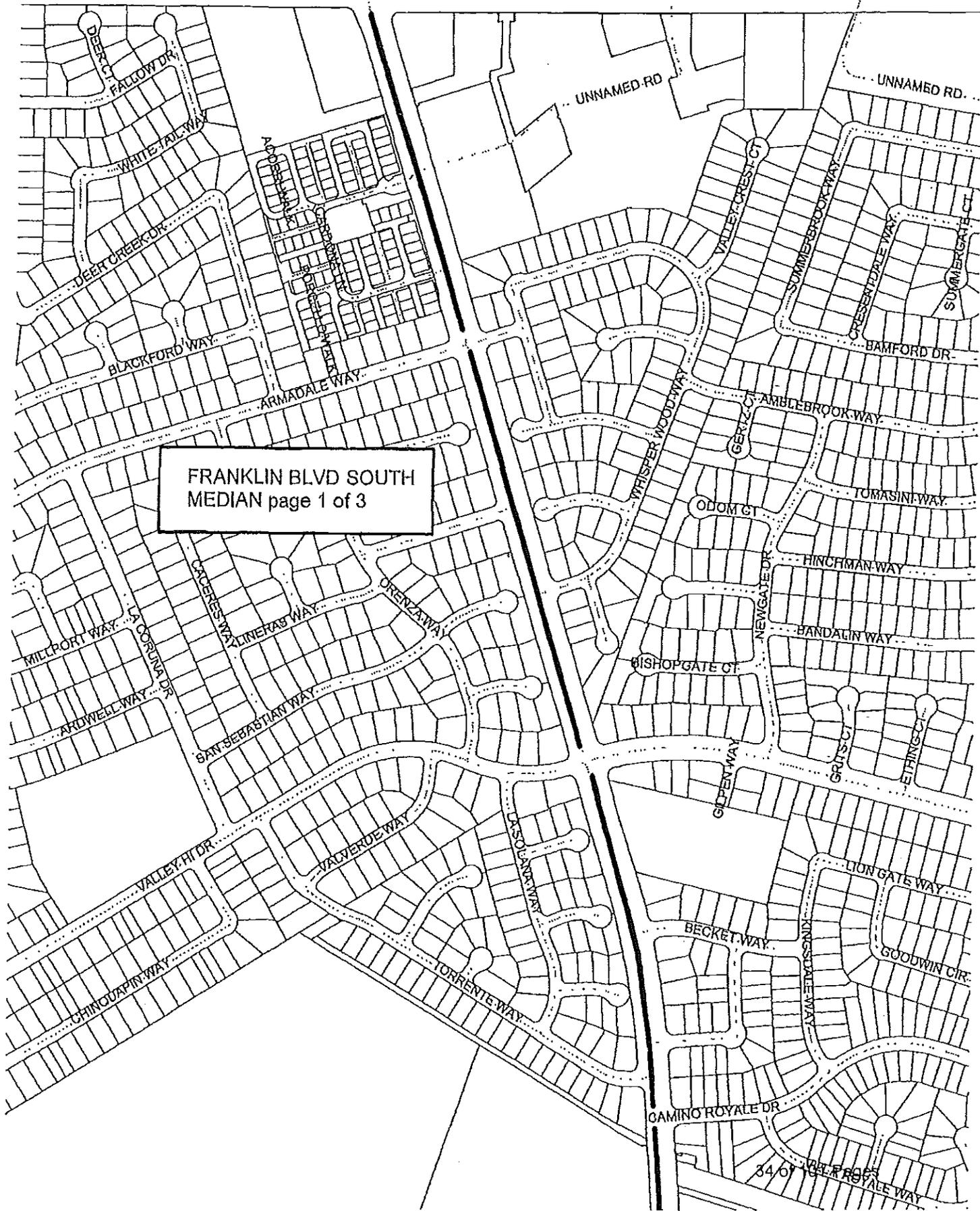


MACK RD

UNNAMED RD

UNNAMED RD...

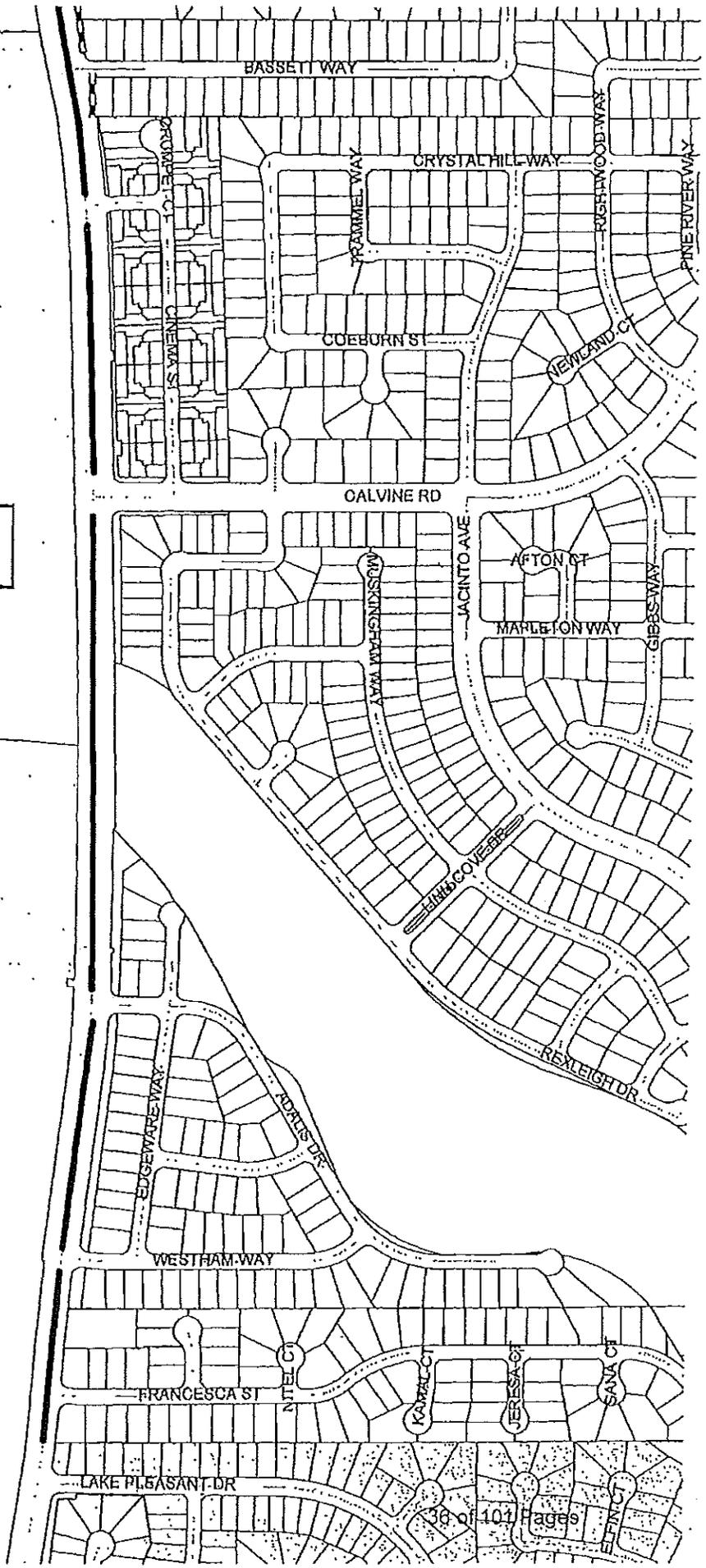
FRANKLIN BLVD SOUTH  
MEDIAN page 1 of 3



FRANKLIN BLVD SOUTH  
median & EAST WALL  
page 2 Of 3



FRANKLIN BLVD SOUTH  
median page 3 of 3

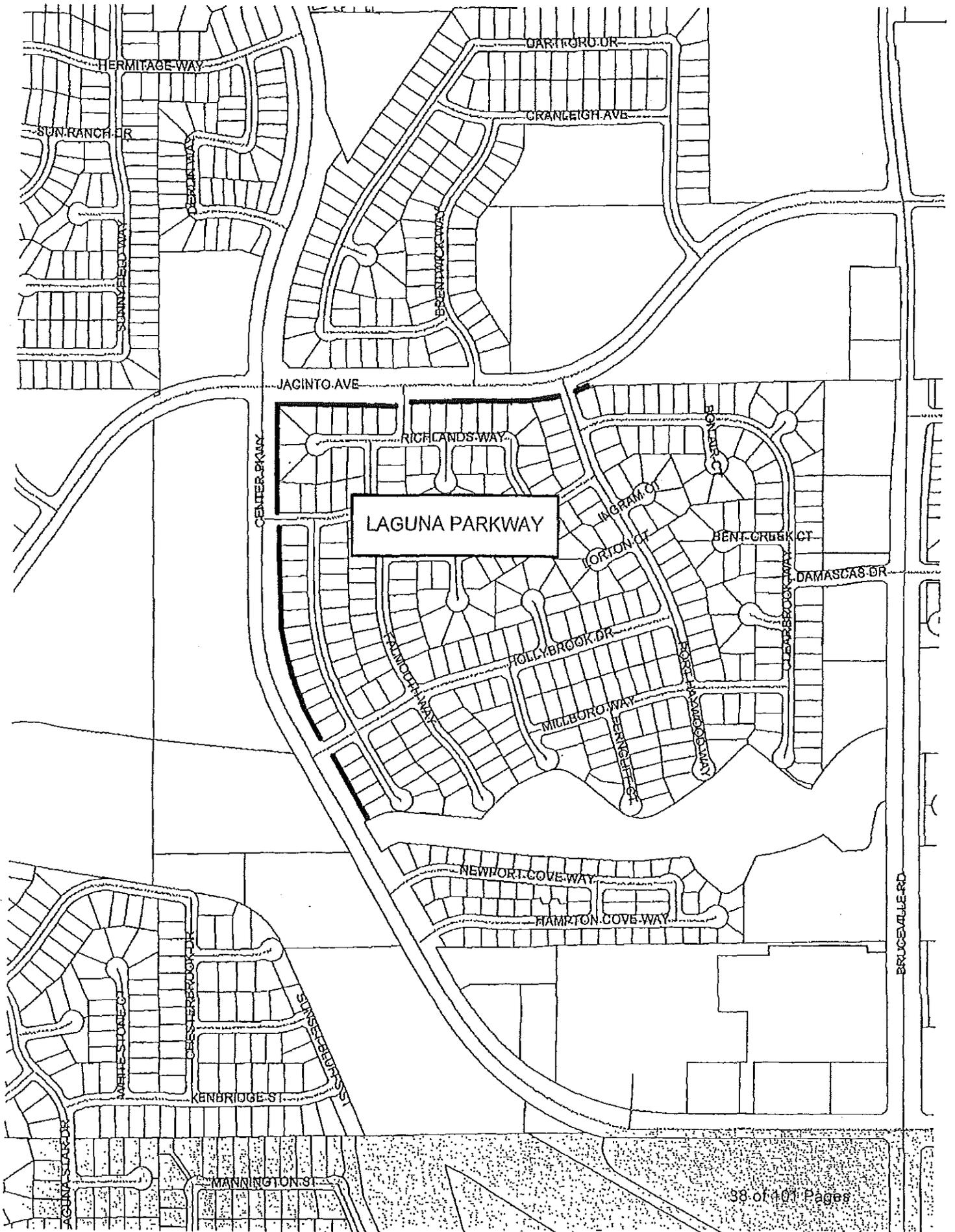


**MAINTENANCE PERFORMANCE SCHEDULE  
MINIMUM REQUIREMENTS**

SITE NAME: **LAGUNA PARKWAY** AREA SIZE: SQ. FT. **103,717** ACRES **2.38**  
 LOCATION: **SOUTH EAST CORNER OF JACINTO AND CENTER PARKWAY —SEE MAP**

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	_X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECT. MEETING									
<b>LAWN</b>									
FERTILIZER									
AERATING									
RESEEDING									
CHEMICAL EDGE									
MECH EDGE									
<b>GROUND COVER</b>									MECHANICAL EDGE ALL CURBS AND SIDEWALKS
FERTILIZER									
WINTER MOW									KEEP WEEDS MOWED DOWN FOR A WIDTH OF 2 FT ALONG THE BOARDER OF THE TURF AND WETLANDS
<b>SHRUBS</b>									
FERTILIZER									KEEP CONTROLLER STRONG BOXES PEST FREE
PRUNE									EXAMPLE—SPIDERS, ANTS, FROGS AND MICE. THEY CAUSE DAMAGE TO CLOCKS.
CULTIVATE									
<b>TREES</b>									REPORT ANY GRAFFITI OR VANDALISM
FERTILIZER									
PRUNE									
<b>LEAF PICKUP</b>									
<b>WEED CONTROL</b>									

EACH TIME SITE IS SERVICED ALL LITTER / DEBRIS WILL BE REMOVED, TREES RESTAKED, POT HOLES FILLED & PEST / WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED & REPAIRED

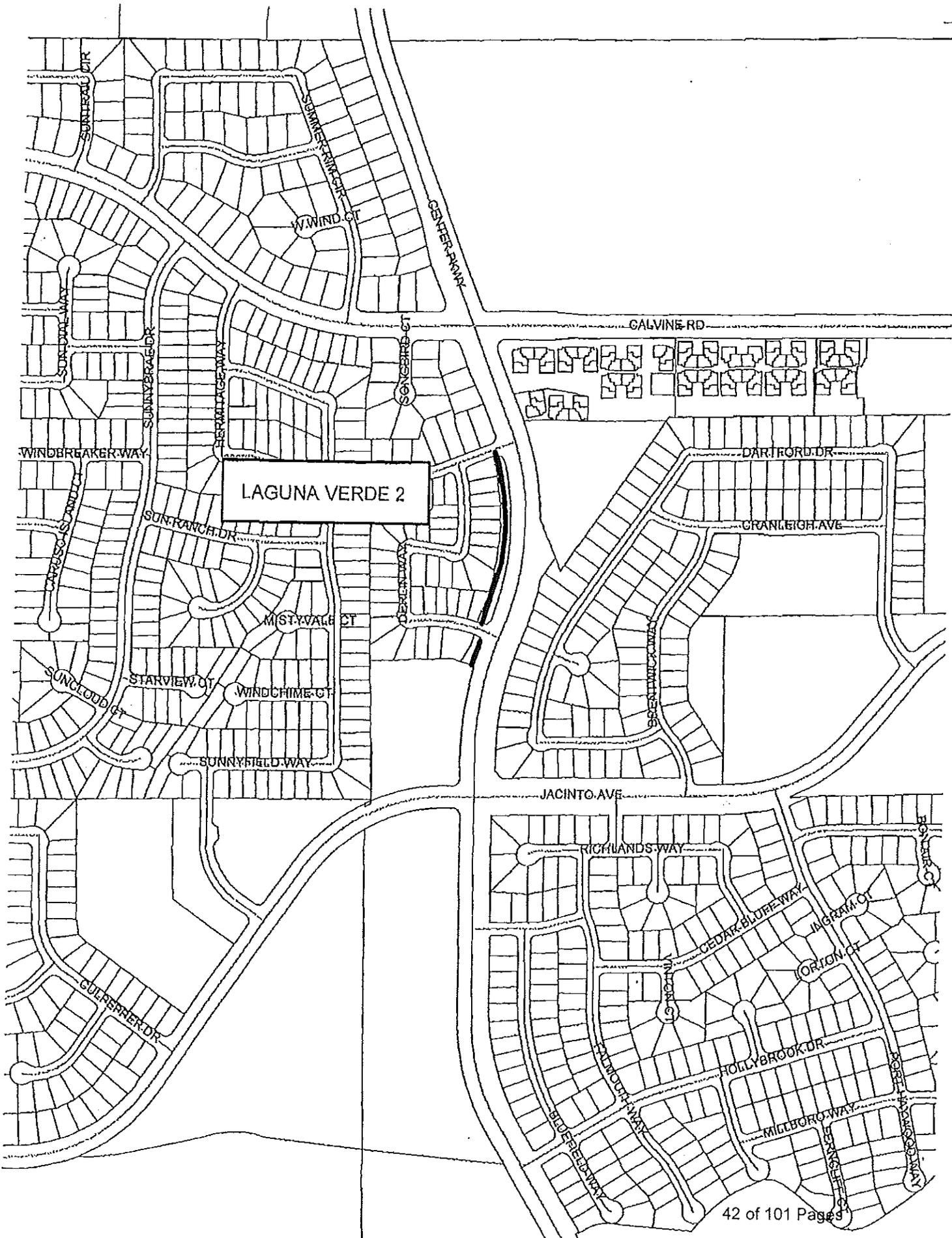


LAGUNA PARKWAY









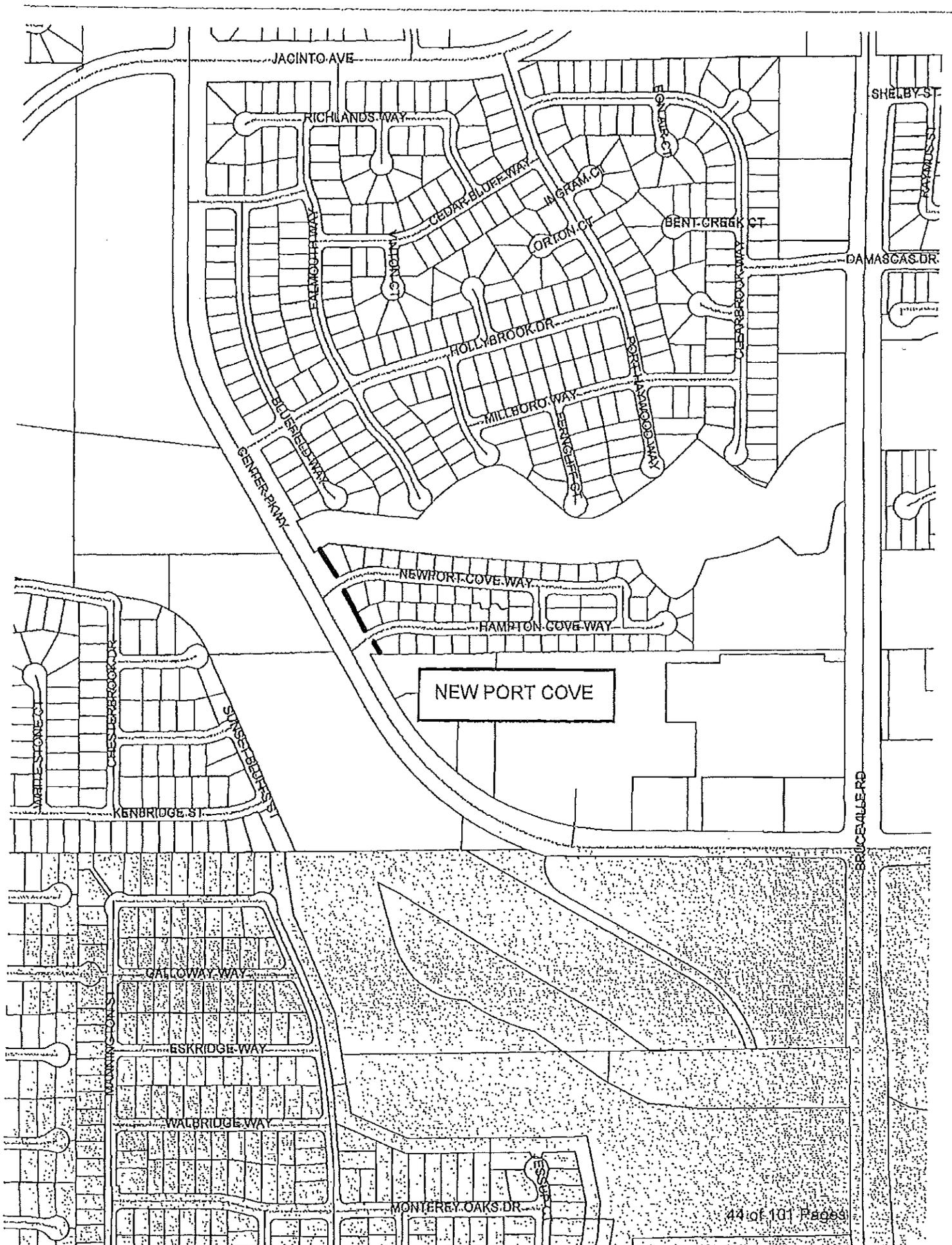
LAGUNA VERDE 2

**MAINTENANCE PERFORMANCE SCHEDULE  
MINIMUM REQUIREMENTS**

SITE NAME: NEWPORT COVE AREA SIZE: SQ. FT. 6,960 ACRES .15  
 LOCATION: EAST SIDE OF CENTER PARKWAY SOUTH OF THE CREEK FLOODPLAIN —SEE MAP

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECT. MEETING									
<b>LAWN</b>									
FERTILIZER									
AERATING									
RESEEDING									
CHEMICAL EDGE									
MECH EDGE									
<b>GROUND COVER</b>									
FERTILIZER									MECANICAL EDGE ALL CURBS AND SIDEWALKS
WINTER MOW									KEEP WEEDS MOWED DOWN FOR A WIDTH OF 2 FT ALONG THE BOARDER OF THE TURF AND WETLANDS
<b>SHRUBS</b>									
FERTILIZER									
PRUNE									
CULTIVATE									
<b>TREES</b>									
FERTILIZER									REPORT ANY GRAFFITI OR VANDALISM
PRUNE									
<b>LEAF PICKUP</b>									
<b>WEED CONTROL</b>									

EACH TIME SITE IS SERVICED ALL LITTER / DEBRIS WILL BE REMOVED, TREES RESTAKED, POT HOLES FILLED & PEST / WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED & REPAIRED



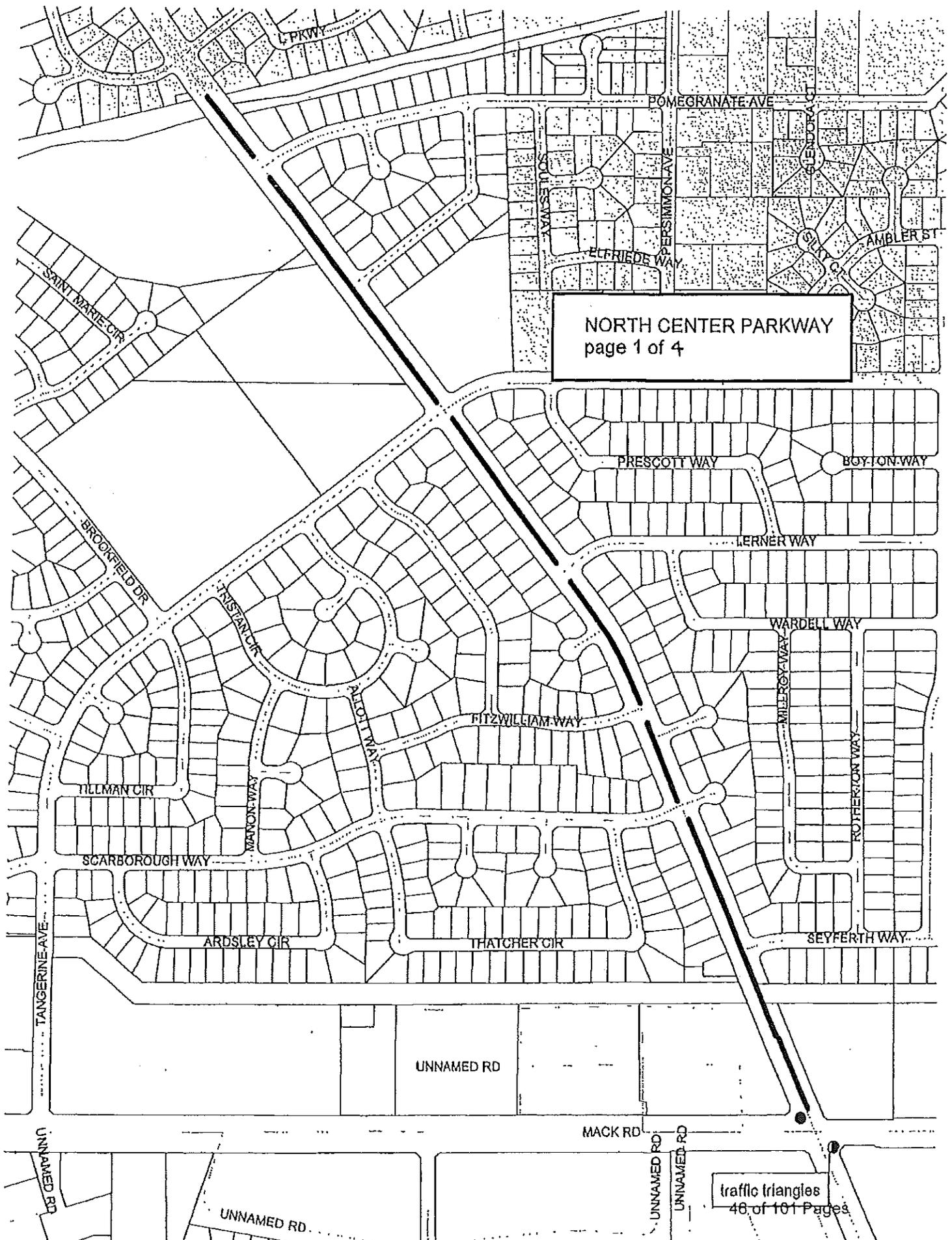
NEW PORT COVE

**MAINTENANCE PERFORMANCE SCHEDULE  
MINIMUM REQUIREMENTS**

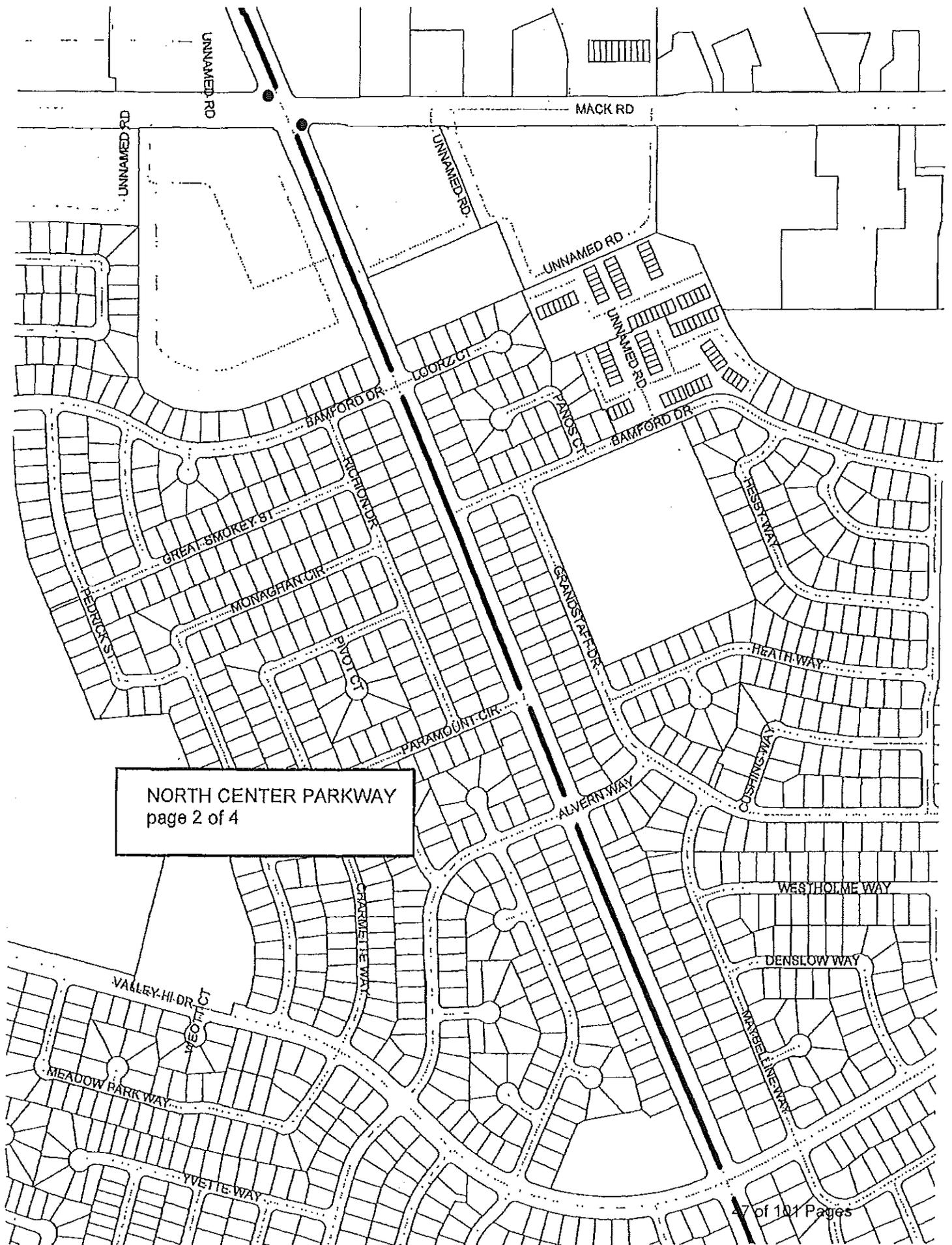
SITE NAME: NORTH CENTER PARKWAY                      AREA SIZE: SQ. FT. 157,661                      ACRES: 3.62  
 LOCATION: ELDER CREEK CANAL BRIDGE ( COUNTY LINE ), SOUTH TO CALVINE ROAD. INCLUDES TRAFFIC LIGHT ISLANDS  
 ON THE NW AND SE CORNER OF MACK RD. FOR LITTER AND WEED ABATEMENT.

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	_X-YR.	AS REQ.	COMMENTS
									USE SLOW RELEASE FERTILIZER—PER LABEL
SITE SERVICED									
INSPECT. MEETING									
<b>LAWN</b>									ALL ISLANDS ARE TO BE SERVICED WEEKLY. TURN LANE POCKETS AND CURB LINES INCLUDED.
FERTILIZER									
AERATING									LEAVES AND DEBRIS ARE TO BE CLEARED OUT OF ALL PLANT MATERIAL
RESEEDING									
CHEMICAL EDGE									
MECH EDGE									PRUNE AT ENDS OF MEDIANS FOR VISIBILITY AS OFTEN AS NEEDED. REMOVAL OF SPENT FLOWER STAKES IS ONGOING THROUGH OUT THE YEAR.
<b>GROUND COVER</b>									
FERTILIZER						X			
WINTER MOW							1		
<b>SHRUBS</b>									SHRUBS SHALL BE MAINTAINED FOR CLEAR VEHICLE VISIBILITY AT ALL CROSS STREETS YEAR ROUND
FERTILIZER						X			
PRUNE								X	THREE ( 3 ) ISLANDS NORTH OF TANGERINE USE BATTERY TBOS CONTROLLERS.
CULTIVATE									
<b>TREES</b>									Two (2) station TBOS in Gazania North of Mack Rd
FERTILIZER							2		
PRUNE							1		Two (2) station TBOS in Gazania in medain South of Mack Rd.
<b>LEAF PICKUP</b>									Four- (2) Two station TBOS from Cosumnes to Calvine
<b>WEED CONTROL</b>									THIS SITE IS ON THE PRIMARY STREETS LIST

EACH TIME SITE IS SERVICED ALL LITTER / DEBRIS WILL BE REMOVED, TREES RESTAKED, POT HOLES FILLED & PEST / WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED & REPAIRED



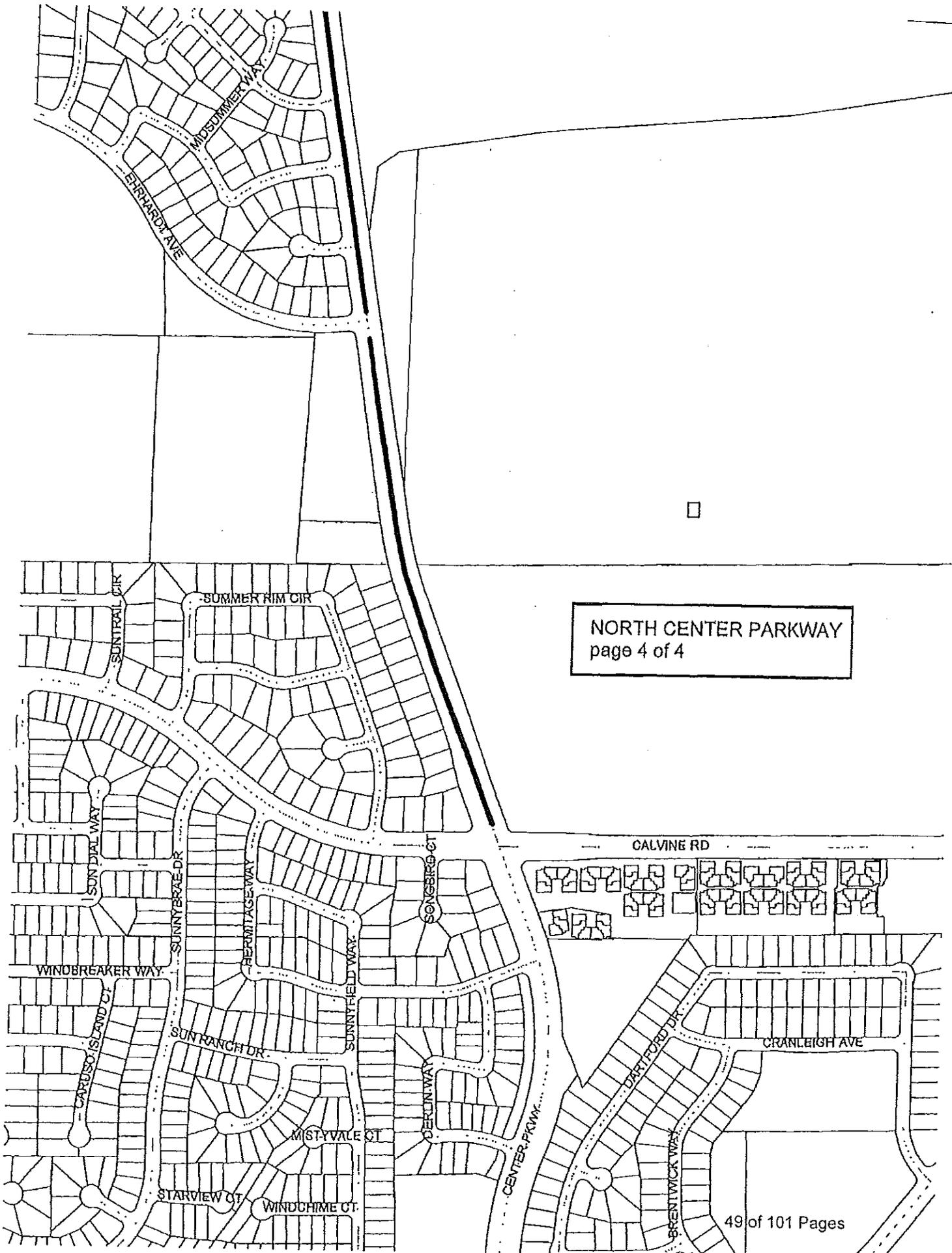
NORTH CENTER PARKWAY  
page 1 of 4



NORTH CENTER PARKWAY  
page 2 of 4

NORTH CENTER PARKWAY  
page 3 of 4





NORTH CENTER PARKWAY  
page 4 of 4

**MAINTENANCE PERFORMANCE SCHEDULE  
MINIMUM REQUIREMENTS**

SITE NAME: SOUTH CENTER PARKWAY                      AREA SIZE: SQ. FT. 44,222                      ACRES 1.02

LOCATION: FROM CALVINE RD TO LAGUNA VILLAGE STREET (ENTRANCE TO THEATER COMPLEX)

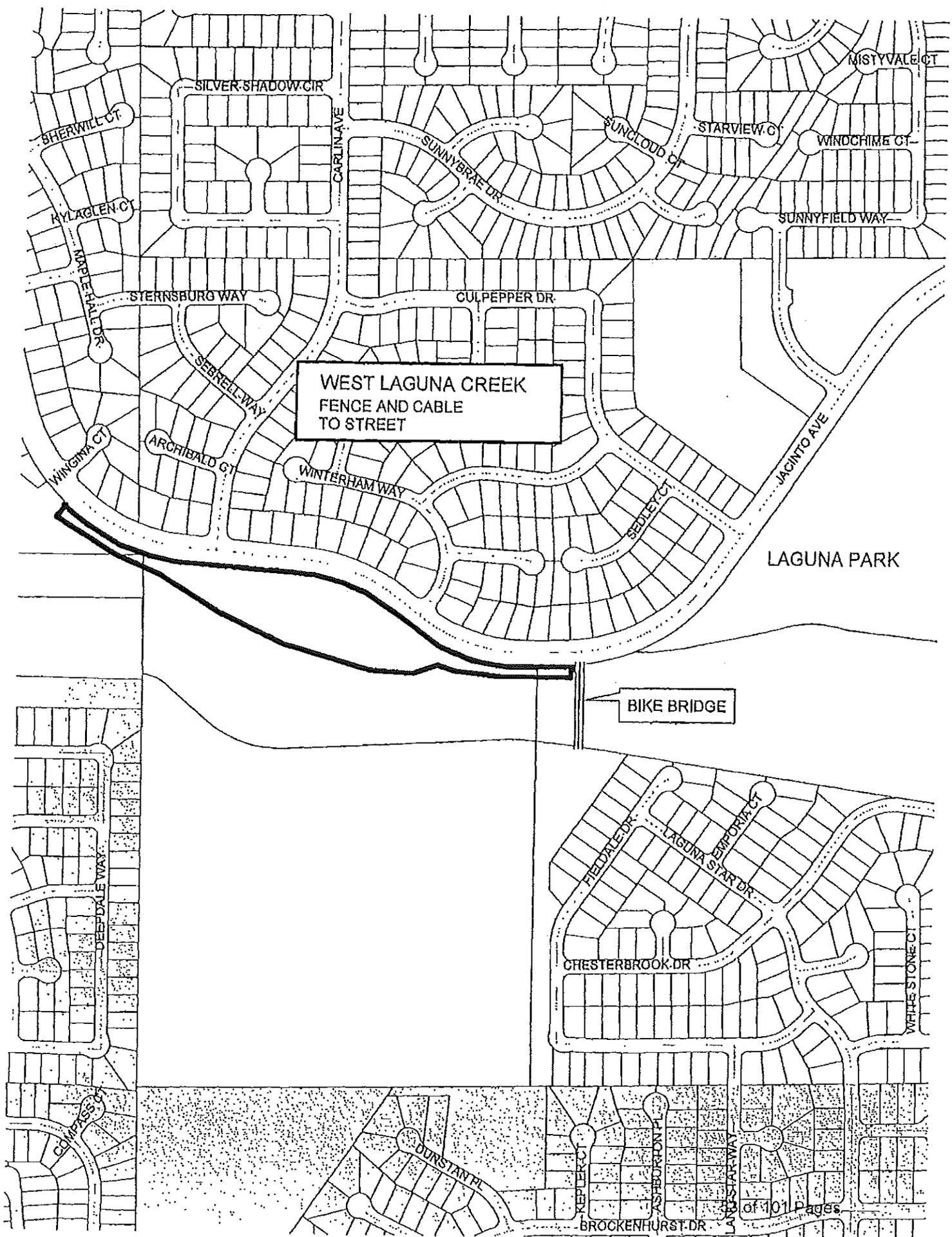
	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED			█						
INSPECT. MEETING			█						
<b>LAWN</b>									
FERTILIZER									
AERATING									
RESEEDING									
CHEMICAL EDGE									
MECH EDGE									
<b>GROUND COVER</b>									
FERTILIZER									
WINTER MOW									
<b>SHRUBS</b>									
FERTILIZER									
PRUNE									
CULTIVATE									
<b>TREES</b>									
FERTILIZER									
PRUNE									
LEAF PICKUP			█						
WEED CONTROL			█						

EACH TIME SITE IS SERVICED ALL LITTER / DEBRIS WILL BE REMOVED, TREES RESTAKED, POT HOLES FILLED & PEST / WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED & REPAIRED



SOUTH CENTER  
PARKWAY MEDIAN





WEST LAGUNA CREEK  
FENCE AND CABLE  
TO STREET

BIKE BRIDGE

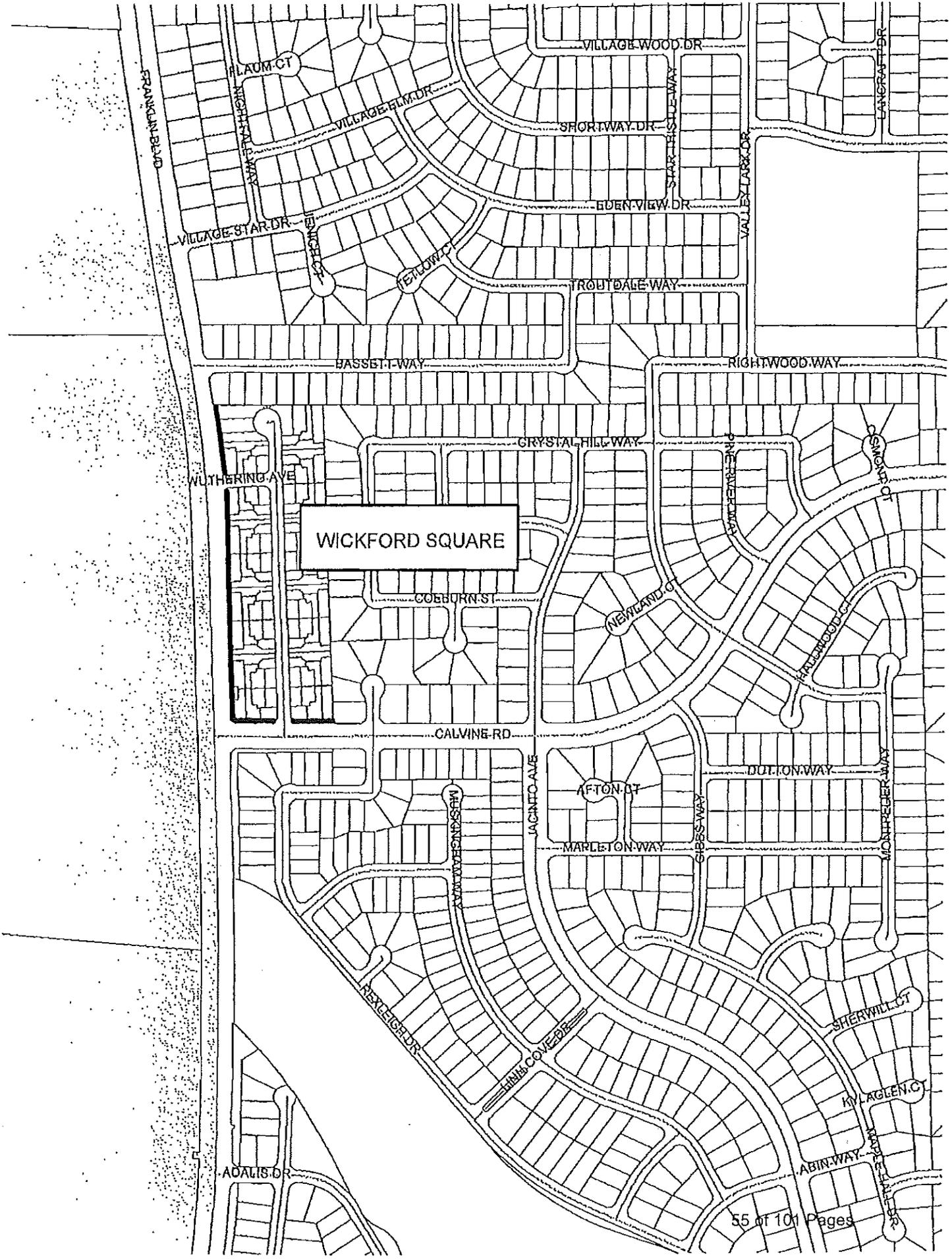
LAGUNA PARK

**MAINTENANCE PERFORMANCE SCHEDULE  
MINIMUM REQUIREMENTS**

SITE NAME: WICKFORD SQUARE                      AREA SIZE: 20,578 SQ ACRES: .47  
 LOCATION: NEC OF FRANKLIN BLVD AND CALVINE RD, WALL LANDSCAPE FROM GUTTER TO WALL

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	_X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECT. MEETING									Booster Pump on site, check weekly for proper operation. Clean the Pump filter QUARTERLY.
<b>LAWN</b>									
FERTILIZER									Irritrol MC-24 controller- 19 lines in use.
AERATING									
RESEEDING									
CHEMICAL EDGE									
MECH EDGE									
<b>GROUND COVER</b>									
FERTILIZER									
WINTER MOW									
<b>SHRUBS</b>									
FERTILIZER									
PRUNE									
CULTIVATE									
<b>TREES</b>									
FERTILIZER									
PRUNE									
LEAF PICKUP									
WEED CONTROL									

EACH TIME SITE IS SERVICED ALL LITTER / DEBRIS WILL BE REMOVED, TREES RESTAKED, POT HOLES FILLED & PEST / WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED & REPAIRED



WICKFORD SQUARE

## EXHIBIT B

### NONPROFESSIONAL SERVICES AGREEMENT

#### FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 77,666.00.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*
3. **CONTRACTOR's Reimbursable Expenses.** 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.
4. **Payments to CONTRACTOR.**
  - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONTRACTOR shall contain the following information:
    - (1) Job Name
    - (2) Description of services billed under this invoice, and overall status of project
    - (3) Date of Invoice Issuance
    - (4) Sequential Invoice Number
    - (5) CITY's Purchase Order Number
    - (6) Total Contract Amount
    - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
    - (8) Total Billed to Date
    - (9) Total Remaining on Contract
    - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
  - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

Street Services  
5730 24th Street, Bldg. 9  
Sacramento, CA 958747

Attn: Stephanie Fraser

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, 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 and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** 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 such 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 7.

**Attachment 1**

**EXHIBIT B**

**NONPROFESSIONAL SERVICES AGREEMENT**

**FEE SCHEDULE AND MANNER OF PAYMENT**

**(Billable Rates that Apply)**

SECTION III – BIDDER RESPONSE DOCUMENTS

**G. CONTRACT PRICE SCHEDULE &**  
**REPAIR CREW RATES**

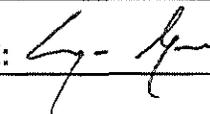
PAGE 1 OF 2

**CITY OF SACRAMENTO  
STREETSCAPE PRICING SCHEDULE  
LANDSCAPE MAINTENANCE SERVICES FOR AREA:  
CREEK, PARKWAY AND MACK STREETSCAPES**

This bid is for all SIXTEEN (16) sites. All items 1-16 must be bid, and all columns must be completed for the bid to be considered responsive.  
This contract is for one (1) year with the option to extend for two (2) optional years. The City reserves the right to add or delete locations from this bid.

I T E M	LOCATION	1st-YEAR BID		2nd-YEAR		3rd YEAR	
		MONTHLY	YEARLY	MONTHLY	YEARLY	MONTHLY	YEARLY
1	ARLINGTON 1 (13,884 sq)	\$ 85.00	\$ 1,020.00	\$ 85.00	\$ 1,020.00	\$ 85.00	\$ 1,020.00
2	ARLINGTON 2 (64,904 sq)	\$ 355.00	\$ 4,260.00	\$ 355.00	\$ 4,260.00	\$ 355.00	\$ 4,260.00
3	ARLINGTON 3 (13,503 sq)	\$ 145.00	\$ 1,740.00	\$ 145.00	\$ 1,740.00	\$ 145.00	\$ 1,740.00
4	ARLINGTON 4 (20,038 sq)	\$ 155.00	\$ 1,860.00	\$ 155.00	\$ 1,860.00	\$ 155.00	\$ 1,860.00
5	COSUMNES RIVER BLVD (191,423 sq)	\$ 790.00	\$ 9,480.00	\$ 790.00	\$ 9,480.00	\$ 790.00	\$ 9,480.00
6	EAST LAGUNA CREEK (68,255 sq)	\$ 370.00	\$ 4,440.00	\$ 370.00	\$ 4,440.00	\$ 370.00	\$ 4,440.00
7	EAST MACK RD (97,894 sq)	\$ 345.00	\$ 4,140.00	\$ 345.00	\$ 4,140.00	\$ 345.00	\$ 4,140.00
8	FRANKLIN BLVD SOUTH (133,200 sq)	\$ 795.00	\$ 9,540.00	\$ 795.00	\$ 9,540.00	\$ 795.00	\$ 9,540.00
9	LAGUNA PARKWAY (103,717sq)	\$ 390.00	\$ 4,680.00	\$ 390.00	\$ 4,680.00	\$ 390.00	\$ 4,680.00
10	LAGUNA VERDE 1 (64,376 sq)	\$ 420.00	\$ 5,040.00	\$ 420.00	\$ 5,040.00	\$ 420.00	\$ 5,040.00
		MONTHLY	1st YEARLY	MONTHLY	2ND YEARLY	MONTHLY	3RD YEARLY
<b>PAGE 1 SUBTOTAL</b>		<b>\$ 3,850.00</b>	<b>\$ 46,200.00</b>	<b>\$ 3,850.00</b>	<b>\$ 46,200.00</b>	<b>\$ 3,850.00</b>	<b>\$ 46,200.00</b>

62 of 101 Pages

DATE: 9/14/10      COMPANY: TruGreen Land Care      SIGNATURE: 

PAGE 2 OF 2

**CITY OF SACRAMENTO  
STREETSCAPE PRICING SCHEDULE  
LANDSCAPE MAINTENANCE SERVICES FOR AREA:  
CREEK, PARKWAY AND MACK STREETSCAPES**

This bid is for all SIXTEEN (16) sites. All items 1-16 must be bid, and all columns must be completed for the bid to be considered responsive.  
This contract is for one (1) year with the option to extend for two (2) optional years. The City reserves the right to add or delete locations from this bid.

ITEM	LOCATION	1st-YEAR BID		2nd-YEAR		3rd YEAR	
		MONTHLY	YEARLY	MONTHLY	YEARLY	MONTHLY	YEARLY
<b>SUB-TOTALS FROM PAGE 1</b>		\$ 3850.00	\$ 46,200.00	\$ 3850.00	\$ 46,200.00	\$ 3850.00	\$ 46,200.00
11	LAGUNA VERDE 2 (217,773 sq)	\$ 155.00	\$ 1,860.00	\$ 155.00	\$ 1,860.00	\$ 155.00	\$ 1,860.00
12	NEWPORT COVE (6,960 sq)	\$ 65.00	\$ 780.00	\$ 65.00	\$ 780.00	\$ 65.00	\$ 780.00
13	NORTH CENTER PARKWAY 157,661 sq)	\$ 725.00	\$ 8,700.00	\$ 725.00	\$ 8,700.00	\$ 725.00	\$ 8,700.00
14	SOUTH CENTER PARKWAY (44,222 sq)	\$ 240.00	\$ 2,880.00	\$ 240.00	\$ 2,880.00	\$ 240.00	\$ 2,880.00
15	WEST LAGUNA CREEK (127,765 sq)	\$ 490.00	\$ 5,880.00	\$ 490.00	\$ 5,880.00	\$ 490.00	\$ 5,880.00
16	WICKFORD SQUARE (20,578 sq)	\$ 165.00	\$ 1,980.00	\$ 165.00	\$ 1,980.00	\$ 165.00	\$ 1,980.00
<b>TOTALS</b>		\$ 5,690.00	\$ 68,280.00	\$ 5,690.00	\$ 68,280.00	\$ 5,690.00	\$ 68,280.00

<b>COMBINED YEARLY TOTAL FROM ALL THREE YEARS</b>	\$ 209,840.00
<b>THE REPAIR CREW RATES TOTAL</b>	\$ 7,400.00
<b>THREE YEAR TOTAL</b>	\$ 212,240.00

DATE: 9/14/10      COMPANY: TruGreen Land Care      SIGNATURE: *[Signature]*

CREEK PARKWAY & MACK STREETSCAPES

BID NO. B113497005

City of Sacramento

Contractor is to furnish the City of Sacramento, hourly rates for repairs and maintenance work, in accordance with the following specifications and provisions.

All repair work shall have prior written authorization from the City. Repair work is requested on an as-needed basis and the Contractor is not guaranteed all such work in areas where Contractor is currently providing landscape services to the City. The amount of time each repair job may take is subject to negotiation with the City. Rates offered below would be a major determinant in whether repair work will be furnished by the Contractor providing contract services in the same area. Should repair work not be provided by the Contractor, said Contractor may be required to coordinate with the City and another Contractor of the City's choosing in order to complete repairs.

**NOTE: THE ESTIMATED HOURS AND DOLLAR AMOUNT SHOWN BELOW ARE FOR BID EVALUATION PURPOSES ONLY AND DO NOT REPRESENT WHAT THE CONTRACTOR MAY OR MAY NOT EARN THROUGH REPAIR WORK.**

80 hours x General Gardening Crew rate (ITEM # 1) = \$ 2800 <sup>\$5600 PER CONVERSATION w/ TRU G&E REPRESENTATIVE - LOGAN</sup>  
 50 hours x Specialty Irrigation Rate (ITEM # 2) = \$ 2500  
 \$7,000 x Percentage Markup (ITEM # 4) = \$ 2100 AMOUNT OF MARK UP ONLY  
 (TOTAL) \$ 7400 ~~\$10,200~~ <sup>4%</sup>

PUT TOTAL FROM THIS PAGE ON THE PRICING SCHEDULE PAGE WHERE INDICATED

The hourly crew rate quoted shall include all Contractor costs for wages, insurance, overhead and equipment. Fees for materials shall include Contractors lowest / best purchase price, plus tax and markup.

ITEM # 1 - GENERAL GARDENING CREW RATE (Service based on a two person crew)

Provide general gardening services, as required, i.e. plant and tree replacement, special cleanups, pruning.

<sup>CLERKLY STATES PER-CREW RATE.</sup>  
 \$ 35 per hour <sup>\$70</sup> <sup>4%</sup>

ITEM # 2 - SPECIALTY IRRIGATION RATE

IRRIGATION TECHNICIAN

Provide irrigation repair for valves, solenoids, controllers, lateral and main line breaks and sprinkler replacement. If a helper is required, one half of the General Gardening crew rate will be used.

\$ 50 per hour

ITEM # 3 - PORTAL TO PORTAL CALLS

Emergency service calls during regular operating hours, Mon. - Fri. from 7 a. m. to 4 p. m., other than same day Contractor is regularly scheduled to be on the job site.

RATE IS TO NOT EXCEED 1 AND 1/2 TIMES TECHNICIAN RATE \$ 50 per call

ITEM # 4 - PERCENT OF MARKUP ON MATERIALS

Percentage increase over the best/lowest cost, including Contractor discounts, paid by Contractor for materials approved for replacement or installation. PERCENTAGE MARKUP SHALL NOT BE USED FOR DUMP FEES, EQUIPMENT RENTALS OR ANY OTHER NON-MATERIAL ITEMS.

30 %

AFTER HOURS--ON CALL SERVICES--as described in the above Item-- No. 2. Irrigation overtime rate shall be computed at 1 and 1/2 times the Technician hourly rate listed above.

PUT (TOTAL) FROM ABOVE, ON THE PRICING SCHEDULE PAGE WHERE INDICATED

SECTION III – REQUIREMENTS

**H. BID SIGNATURE PAGE**

FOR SERVICES/SUPPLIES: CREEK PARKWAY & MACK STREETSCAPE MAINTENANCE

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

**CONTRACT DOCUMENTS**

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

*To Be Filled Out By Bidder*

NAME OF CONTRACTOR: TruGreen LandCare

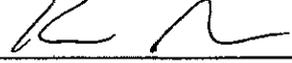
ADDRESS: 3213 Fitzgerald Rd. Rancho Cordova, CA 95742

PHONE #: 916 635 0936 FAX #: 916 635 5702 E-MAIL: loganagee@landcare.com

STATE TAX I.D. #: 45622974 FED. TAX I.D. #: 36-4313318

City of Sacramento Business Operation Tax Certificate #: 91879  
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one):  Individual/Sole Proprietor  Partnership  
 Corporation  Limited Liability Company  
 Other (please specify: \_\_\_\_\_)

BY: (signature of authorized person) 

PRINT NAME: Kevin Arnett

TITLE: Branch Manager

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information

**EXHIBIT C**  
**NONPROFESSIONAL SERVICES AGREEMENT**  
**FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY**

CITY shall [*check one*]

Not furnish any facilities or equipment for this Agreement; or

furnish the following facilities or equipment for the Agreement; [*list, if applicable*]

**EXHIBIT D  
NONPROFESSIONAL SERVICES AGREEMENT**

**GENERAL PROVISIONS**

**1. Independent Contractor.**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the 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. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** 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, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are

valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

**7. CONTRACTOR Information.**

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with

the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** 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. 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 schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because 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 CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

- 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. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
  - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
  - (2) 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. In this regard, 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.

**10. Indemnity.**

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

**11. Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less

than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." \_\_\_\_\_ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." \_\_\_\_\_ (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

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

- (1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

**12. Equal Employment Opportunity.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
  - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases

of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **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.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional 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.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.