City of Sacramento
City Council

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915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: **1/25/2011** **Report Type:** Consent

Title: Contract: Tree Pruning and Removal Services

Report ID: 2011-00043

Continued from 1-25-11

Location: Citywide

Recommendation: Adopt a Resolution: 1) awarding a one-year contract with four one-year renewal options to Jensen Tree Services, Inc. for tree pruning and removal services in a total amount not to exceed $3,748,650 for the potential maximum five year term; and 2) authorizing the Interim City Manager or the Interim City Manager's designee to execute the contract with Jensen Tree Services, Inc and exercise the renewal options specified above provided that sufficient funds are available in the budget adopted for the applicable fiscal year(s).

Contact: Sonny Eboigbe, Procurement Analyst,(916) 808-7432; Craig Lymus, Acting Procurement Manager, (916) 808-5524

Presenter: None

Department: General Services Dept
Division: Procurement Services Admin
Dept ID: 13001061

Attachments:

1-Description/Analysis
2-Background
3-Resolution
4-Unexecuted Contract Cover
5- Contract -Cover
6- Exhibit A: Contract - Jensen Tree Service, Inc.
7- Attachment 1 to Exhibit A of Contract
8- Attachment 1 to Exhibit B of Contract

City Attorney Review
Approved as to Form
Lan Wang
1/19/2011 10:56:12 AM

City Treasurer Review
Prior Council Financial Policy Approval or Outside City Treasurer Scope
Janelle Gray
1/7/2011 5:01:19 PM

Eileen Teichert, City Attorney Shirley Concolino, City Clerk Russell Fehr, City Treasurer
Gus Vina, Interim City Manager

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 1/13/2011 11:35:10 AM

Assistant City Manager: Patti Bisharat - 1/13/2011 2:39:29 PM

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Description/Analysis

Issue: Contracted tree pruning and removal services supplement the work performed by City staff and are needed to address maintenance of the urban forest in an efficient and timely manner. The recommended contract will provide scheduled and emergency tree pruning and tree removal services.

Policy Considerations: The recommendations in this report are consistent with City Code Section 3.56, and Resolution 2010-346 prohibiting the City from entering into any contract to purchase goods or services from any business or entity headquartered in Arizona. The Equal Benefits Ordinance and Living Wage Ordinance are applicable to this contract and the contractor has affirmed its intent to comply.

Environmental Considerations:

California Environmental Quality Act (CEQA): The current proposal involves the purchasing of tree pruning and removal services. This is not a 'project' and is not subject to CEQA, in accordance with Section 15378(b) (2) of the CEQA Guidelines. Therefore, as determined by the City's Environmental Services Planning Manager, no environmental review is necessary.

Sustainability Considerations: The current proposal is consistent with the Sustainability Master Plan goal to maintain and expand the urban forest.

Commission/Committee Action: Not applicable

Rationale for Recommendation: Contracted tree pruning and removal services supplement the work performed by City staff and are needed to address maintenance of the urban forest in an efficient and timely manner. The recommended contract will provide scheduled and emergency tree pruning and tree removal services.

On November 25, 2010, Procurement Services, in accordance with City Code Section 3.56, issued Invitation for Bid No. B11131061005 for the purchase of tree pruning and removal services. Four responses were received. The lowest responsive and responsible bidder was determined to be Jensen Tree Services, Inc. A summary of the bid results is provided in Attachment 1.

On July 27, 2010, City Council adopted Resolution No. 2010-447 awarding a one-year contract with four one-year renewal options to George Salinas Tree Preservation for the purchase of tree pruning and removal services in a total amount not to exceed $2,153,900 for the potential five year term. The contract recommended in this report is in addition to the contract with George Salinas Tree Preservation. The opportunity for this additional contract exists because the lower than expected pricing in the contract with George Salinas Tree Preservation resulted in sufficient budget availability to award a second contract.

Contract: Tree Pruning and Removal Services

Financial Considerations: Funding for tree pruning and removal services will be provided by the departments utilizing the service. The majority of these services will be utilized by the Department of Transportation, Urban Forestry Services Division. However, other City departments occasionally have a need for these services for projects or routine maintenance work. Sufficient funding is available in the FY2010/11 operating budget for the purchase of tree pruning and removal services through June 30, 2011. Purchases made after June 30, 2011 are subject to funding availability in the adopted budget for the applicable fiscal years. The total contract amount over the potential five year term is based on an analysis of prior year work orders, and anticipated city-wide maintenance needs of the urban forest, including the aging English Elm tree population and the increasing number of trees infected with Dutch elm disease.

The estimated annual expenditure amounts are as follows:

Vendor	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Jensen Tree Services, Inc.	$749,730	$749,730	$749,730	$749,730	$749,730	$3,748,650 .

Emerging Small Business Development (ESBD): Jensen Tree Services, Inc. is not certified as an emerging/small business enterprise.

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Attachment 1

BID RESULTS - BID NO. B10131061012

	Jensen Tree Service	Arbor Plus Tree Service	Trimming Land Co.	West Coast Arborists
Bid Amount	$3,748,650	$7,041,050	$7,059,990	$8,316,185.70
E/SBE Preference	None	($352,052.50)	($352,999.50)	None
1% City Limit Preference	None	None	None	None
Total Bid Evaluation	**$3,748,650**	**$6,688,997.50**	**$6,706,990.50**	**$8,316,185.70**

Award to:

Jensen Tree Services, Inc. Roseville, CA

Total 5 year contract $3,748,650

No. of Bids Received	No. of E/SBE Bids Solicited	No. of E/SBE responses
4	30	2

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RESOLUTION NO. 2011-XXXX

Adopted by the Sacramento City Council

January 25, 2011

AWARD CONTRACT FOR TREE PRUNING AND REMOVAL SERVICES

BACKGROUND

A. Contracted tree pruning and removal services supplement the work performed by City staff and are needed to address maintenance of the urban forest in an efficient and timely manner. The recommended contract will provide scheduled and emergency tree pruning and tree removal services.

B. On November 25, 2010, Procurement Services, in accordance with City Code Section 3.56, issued Invitation for Bid No. B11131061005 for the purchase of tree pruning and removal services. Four responses were received. The lowest responsive and responsible bidder was determined to be Jensen Tree Services, Inc.

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

Section 1. Jensen Tree Services, Inc. is awarded a one-year contract with four one-year renewal options for the purchase of tree pruning and removal services in a total amount not to exceed $3,748,650 for the potential five year term.

Section 2. The Interim City Manager or the Interim City Manager's designee is authorized to execute the contract with Jensen Tree Services, Inc. and exercise the renewal options specified above provided that sufficient funds are available in the budget adopted for the applicable fiscal year(s).

Table of Contents:

Exhibit A: Contract with Jensen Tree Services, Inc.

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Unexecuted Contract/Agreements

☒ The Unexecuted Contract/Agreement is signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.

☐ The Unexecuted Contract/Agreement (Public Project) is NOT signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.

☐ The Unexecuted Contract is NOT included as an exhibit to the Resolution because the Agreement(s) is with other another governmental agency and it is not feasible to obtain the other agency's signature prior to Council action (be they denominated Agreements, MOUs, MOAs, etc.); however, the City Attorney approves the forwarding of the report to Council even though the signed agreement is not in hand yet.

☐ The Unexecuted Contract is NOT included as an exhibit to the resolution because, due to special circumstances, and the City Attorney confirms in writing that it is okay to proceed with Council action even though the signed agreement is not in hand yet.

All unexecuted contracts/agreements which are signed by the other parties are in the Office of the City Clerk before agenda publication.

City of Sacramento

☐ Government Agency ☐ Recorder

Requires Council Approval: ☐ No ☒ YES **Meeting:** 1/25/11

General Information

Type: Non Professional Services

☐ **CHANGE: None** **CH #:**

Original Contract Number:

$ Not to Exceed: $ 3,748,650.00

Original Contract Amount:

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Other Party:

Project Name: TREE PRUNING & REMOVAL SERVICE

Project Number:

Bid Transaction #: B11131061005

E/SBE-DBE-M/WBE:

Department Information

Department: General Services

Division: PROCUREMENT

Project Mgr: SONNY EBOIGBE

Supervisor: CRAIG LYMUS

Contract Services:

Date: 1/12/11

Division Mgr: CRAIG LYMUS

Phone Number: 808.7432

Org Number: 15001811

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	[signature]	1/12/2011
Accounting:	-	-
Contract Services:	-	-
Supervisor:	[signature]	1-12-11
Division Manager:		

City Attorney	Signature or Initial	Date
City Attorney:		

☐ Send Interoffice Mail ☒ Notify for Pick Up

Authorization	Signature or Initial	Date
Choose Director Department Director:		
City Mgr: yes ☒ No ☐		

Contract Cover/Routing Form: Must Accompany ALL Contracts

For City Clerk Processing

Finalized:
Initial:

Date:

Imaged:
Initial:

Date:

Received:
(City Clerk Stamp Here)

This coversheet is to remain with the original signed Contract.

Responsibility

General Information: May be completed by Project Manager or Contract Services.

Department Information: May be completed by Project Manager or Contract Services.

Review and Signature Routing:

Department (not all roles required-dependent on Department Policy)

Project Manager: Verification of Technical Specs.

Accounting: Verification of Funding Sources. (this may be NA for some departments)

Contract Services: BOT Number, Insurance, Bonds, Solicitation (BID, RFP, RFQ, RFI, Quote, Sole Source, or Emergency), Contractor Signatures, E/SBE, DBE or M/WBE Project Participation.

City Attorney

Approval of Contract Form and Bonds (if applicable)
Verification that Insurance Documents are Included (if required for contract approval)

Authorization

Department Director: Review All Contracts; Signing Authority <$100,000

City Manager: Signing Authority delegated for < $100,000
Signing Authority delegated to Assistant City Manager for = or > $100,000
AFTER Council Authorization

Types of Contracts

Type	City Code	Type	City Code
Commodity	**3.56**	Reimbursement/Credit	
Development	**18.16**	Settlement	
Grant		Supplies	**3.56**
Hold Harmless			
Individual Participation			
Master Services			
Memorandum			
Non-Professional Services	**3.56**		
Owner Participation			
Professional Services	**3.64**		
Public Project	**3.60**		
Real Property Lease City Owned	**3.68**		
Real Property Sale City Owned	**3.88**		
Real Property Non-City Owned (NCO)			

Received City Clerk (2nd Receipt)

FOLLOWING FORMS TO BE FILLED OUT

AND SIGNED

ONLY

IF AWARDED CONTRACT

PROJECT #:B11131061005
PROJECT NAME: TREE PRUNING & REMOVAL SERVICE
DEPARTMENT: DOT, DGS & CCL
DIVISION: URBAN FOREST SERVICE

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of JANUARY 25, 2011, by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

JENSEN TREE SERVICE, INC
9350 VIKING PLACE, ROSEVILLE, CA 95747
(916) 784-6222

("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 therefore. 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 therefore, 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

By:_____

Print name:_____

Title:_____

For: Gustavo F. Vina, Interim City Manager

APPROVED TO AS FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

Attachments

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

CONTRACTOR:

Langen Tree Services Inc.
NAME OF FIRM

27-2869775
Federal I.D. No.

In Process
State I.D. No.

1006826
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

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

Signature of Authorized Person

Chris Hupp President S.T.S.
Print Name and Title

Additional Signature *(if required)*

Print Name and Title

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor: JENSEN TREE SERVICES, INC

Address: 9350 VIKING PLACE, ROSEVILLE, CA 95747

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 Contact, 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: 1/6/11

Print name: Quang Trinh

Title: CFO

(Form Approved by City Attorney 5-6-10)

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: JENSEN TREE SERVICES, INC

Address: 9350 VIKING PLACE, ROSEVILLE, CA 95747

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

1/6/11
Date

Quang Trinh
Print Name

CFO
Title

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

Joe Benassini, Manager
Urban Forest Services
5730 24th Street #12
Sacramento CA 95822
916.808.6258l

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:

Mike Butcher
Jensen Tree Service,
9350 Viking Place, Roseville, CA 95747
Phone: 916.784.6222 / Email:mbutcher@jensencorp.com

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.** The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein. The scope of services shall be as outlined in Bid No. B11131061005

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

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 $3,748,650.00.

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:

Urban Forest Services
5730 24TH Street, Bldg #12
Sacramento CA 95822
(916) 808-1339
Attn: Michael Root

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.

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

_X_ Not furnish any facilities or equipment for this Agreement; or

____ furnish the following facilities or equipment for the Agreement.

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, photostatting, 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 render 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:

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.

19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

B. Sellers Permit: For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or 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.[a]

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.[b]

The minimum compensation required is as follows:

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[a] 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.

[b] 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.

(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.**

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

X 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**.

X 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, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Procurement Services
  5730 24th Street, 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, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services
5730 24th Street, 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, Contract Services Unit, at the same address, containing the details of the alleged violation.

1170159-904-01/07/11-Business Ta 326.00

CITY OF SACRAMENTO
REVENUE DIVISION
BUSINESS OPERATIONS TAX APPLICATION

FILE COPY

No 10066826

BUSINESS NAME: Jensen Tree Service, Inc.

BUSINESS DESCRIPTION: Tree Maintenance Service Contractor

STARTING DATE: 1/7/11 (Mo Day Yr)

BUSINESS ADDRESS: 9350 Viking Place (Street No / Street Name)

Roseville, CA 95747 (City / State / ZIP Code)

(916) 784-6222 (Phone Number)

Business Zoned: ☐ Commercial or ☐ Residential Home Occupation Permit #_____ (Check one)

COMPLETE THIS SECTION IF MAILING INFORMATION IS DIFFERENT THAN ABOVE

MAILING NAME

ATTENTION

ADDRESS

Street No. / Street Name

City / State / Zip Code

PRIMARY OWNER/ CORPORATION: Jensen Corporate Holdings (Last / First / MI)

(916) 408-446-1118 Home / Business Ph. No.

HOME /CORPORATE ADDRESS: 1983 Concourse Drive (Street No. / Street Name)

San Jose, CA 95131 (City / State / Zip Code)

OWNER NAME #2 SHAREHOLDER: Huffer, Chris (Last / First / MI)

OWNER NAME #3 SHAREHOLDER: (Last / First / MI)

CHECK ONE:

___ SOLE PROPRIETOR

___ PARTNERSHIP

X CORPORATION

FEDERAL EMPLOYER'S I.D. NO. 27-2869775

STATE EMPLOYER'S I.D. NO. 313-1456-0

SOCIAL SECURITY NO. N/A

SALES & USE TAX PERMIT NO.

901 CODE _____ CLASS _____ BIA - CODE _____

COMPLETE INFORMATION FOR ITEM(S) CHECKED (____)

X 1. GROSS RECEIPTS - Estimate for first year: $ 750,000.00

___ 2. GROSS PAYROLL - Estimate for first year: $

___ 3. NUMBER OF YEARS LICENSED BY THE STATE OF CALIFORNIA:

___ 4. NUMBER OF PROFESSIONAL EMPLOYEES (LICENSED BY THE STATE):

___ 5. NUMBER OF RENTAL UNITS:

I declare under penalty of perjury that to my knowledge all information contained on this application is true and correct. This tax certificate is for revenue purposes only and does not imply conformance with applicable city codes and ordinances. You are advised to check your proposed business location and structure with the City Planning Division for compliance with zoning codes and the Building Inspections Division for compliance with building codes.

SIGN HERE _____ DATE 1-7-11

TEMPORARY CERTIFICATE
Not Valid More Than 45 Days from Validation Date
Your Business Tax Certificate will be sent to you in approximately two weeks.

This Certificate Must Be Renewed Annually

VOID IF NOT VALIDATED

CITY OF SACRAMENTO
JAN 07 2011
PAID

Tax	$ 326
BIA	$
TRN/DUP	$
PEN	$
TOTAL	$ 326
By	

Mail To: City of Sacramento *915 I Street, Room 1214* Sacramento, CA 95814 (916) 808-8500

WP BTO14 (rev 07-05)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/6/2011

PRODUCER (408)792-5400 FAX: (408)792-3670
Thoits Insurance Ca Lic #0243213
160 West Santa Clara Street
12th Floor
San Jose CA 95113

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Jensen Landscape Services, Inc.
Jensen Corporate Holdings, Inc.
Jensen Corporation Landscape Contractors
1983 Concourse Drive
San Jose CA 95131-1708

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Golden Eagle Ins Corp	10836 #221
INSURER B: Travelers Property Cas of	#200
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	CBP8151947	5/1/2010	5/1/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	CBP8151947	5/1/2010	5/1/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	CU8146436	5/1/2010	5/1/2011	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	DTJUB2658M55510	5/1/2010	5/1/2011	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Re: Job under written contract with the named insured-BID #B11131061005
Certificate holder named as additional insured per forms CG 20 10 07 04 CG 20 37 07 04 attached- WC 99 03/76/ & GL waiver form CG602 att'd Primary form CG 22-111 01/07-CIR form attached/ A 10 Day notice of cancellation for Non-Payment of Premium.

CERTIFICATE HOLDER

~City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95814

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
M Velasquez/MVELAS

ACORD 25 (2001/08) © ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: CBP8151947

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Sacramento its officials, employees and volunteers Re: Job under written contract with the named insured	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Karen Stark 4/6/2011

© ISO Properties, Inc., 2004

POLICY NUMBER: CBP8151947

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Sacramento its officials, employees and volunteers Re: Job under written contract with the named insured	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Karen Stark 1/6/2011

© ISO Properties, Inc., 2004

Insured: Jensen Landscape Services, Inc.
Jensen Corporation Landscape Contractors
Jensen Corporate Holdings, Inc.
Huppe Landscape Company

Policy : CBP8151947

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to provision **a. Primary Insurance** of paragraph **4. Other Insurance** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, when an additional insured has been added to this Coverage Part by attachment of an endorsement, we will not seek contribution from the "additional insured's own insurance" provided that:

(1) You and the additional insured have agreed in a written contract that this insurance is primary and non-contributory; and

(2) The "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the execution of such contract.

B. For the purposes of this endorsement the following is added to **SECTION V – DEFINITIONS:**

"Additional insured's own insurance" means other insurance for which the additional insured is designated as a Named Insured.

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Item 4. b. 1) b) is replaced with:

b. Excess Insurance

1)b) That is Fire, Explosion or Sprinkler Leakage insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner; or

Item 6. is amended to include:

6. Representations

d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8. is replaced with:

8. Transfer of Rights Of Recovery Against Others To Us

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V – DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"

a. Is changed to:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

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ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (00) –

Named Insured: Jensen Landscape Services, Inc.
Jensen Corporate Holding, Inc.
Jensen Corporation Landscape Contractors

POLICY NUMBER: DTJUB2658M55510

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
City of Sacramento its officials, employees and volunteers	

Re: Job under written contract with the named insured

DATE OF ISSUE: 05/01/2010 ST ASSIGN:

CONTRACTUAL INSURANCE REQUIREMENTS (CIR)

The attached Certificate of Insurance is provided as part of our service to our client, the Insured. If special endorsements have been provided, they also are indicated attached. You may find that these documents do not comply with all the terms and conditions of the underlying contract between the Certificate Holder and the Insured due to the insurance company's insuring conditions, limitations, exclusions and other terms. If you have any questions, please contact the undersigned.

Thoits Insurance Service, Inc. CA License # 0243213
160 West Santa Clara Street, 12 Floor
San Jose, CA 95113

By: Maria Velasquez
Direct Line (408) 792-5482

VERIFY YOUR BOND – MODEL INQUIRY

Bond Authenticity Inquiry

To: Name and Address of Surety:
LIBERTY MUTUAL INSURANCE Co SURETY
71 STEVENSON STREET, STE 600
SAN FRANCISCO, CA 94105

This bond or bonds described below have been presented to us. Please acknowledge that these bonds have been provided by your company.

A copy of the bond(s) may be submitted in lieu of providing the information marked with an asterisk (*)

***Bond Number (if any):** N/A

***Name and Address of Principal on the Bond (If Principal is a Joint Venture, include Name of all Parties):**
JENSEN TREE SERVICE
9350 VIKING PLACE
ROSEVILLE, CA 95747

***Name and Address of Obligee:**
CITY OF SACRAMENTO
915 I STREET
SACRAMENTO, CA 95814

***Amount of Performance Bond:**

***Amount of Payment Bond:**

***Date Bond Executed:** 12/6/10

***Name of Person Signing Bond for Surety:**

***Brief Description of the Project:**
TREE PRUNING + REMOVAL SERVICE

Please Send Confirmation to Name and Address:

Validity Confirmed: MELINDA THOMAS —
Company Name: LIBERTY MUTUAL INSURANCE SURETY
Signed By: SAN FRANCISCO, CA
415-777-1307 X34853

(Print or Type Name)

2888410

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

NIP PHAM, SUSAN E. BARRETT, ALL OF THE CITY OF MOUNTAIN VIEW, STATE OF CALIFORNIA

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100**********DOLLARS ($ **50,000,000.00**********) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 5th day of May, 2010.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 5th day of May, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company, that he knows the seal of said corporation, and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980:

VOTED: that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 6th day of December, 2010.

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

KNOW ALL MEN BY THESE PRESENTS, **BID GUARANTEE FORM**

That we, JENSEN TREE SERVICES, INC., 9350 Viking Place, Roseville, CA 95747

as Principal, and LIBERTY MUTUAL INSURANCE COMPANY, 71 Stevenson Street, Suite 600, San Francisco, CA 94105

a corporation duly organized under the laws of the State of Massachusetts and duly licensed to become sole surety on bonds required or authorized by the State of California, as Surety, are held and firmly bound unto the City of Sacramento, hereinafter called the City, in the penal sum of ten percent (10%) of the ($750,000.00) Proposal of the Principal above named, or other amount as set forth in the Invitation to Bidders, submitted by said Principal to the City for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH
That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened at 915 I Street, Historic City Hall, Sacramento, California, on 12/15/2010 for the Work specifically described as follows:

TREE PRUNING & REMOVAL SERVICES
BID NO. B11131061005

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and within the time and manner required under the Contract Documents, enters into a written Contract, in the prescribed form, in accordance with the Proposal, and files bonds with the City, to guarantee faithful performance and payment, and files the required insurance policies with the City, all as required by the Contract Documents or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court, which sums shall be additional to the principal amount of this bond.

IN WITNESS THEREOF We have hereunto set our hands and seal this 6th day of December 2010.

JENSEN TREE SERVICES, INC.	LIBERTY MUTUAL INSURANCE COMPANY
PRINCIPAL	SURETY
9350 Viking Place, Roseville, CA 95747	71 Stevenson Street, Suite 600, San Francisco, CA 94105
Address	Address
QUANG TRUNH CFO	Susan E. Barrett, Attorney-in-Fact
NOTARY	NOTARY

ACKNOWLEDGMENT

State of California
County of Santa Clara)

On 12/6/10 before me, N. Pham, Notary Public
(insert name and title of the officer)

personally appeared Susan E. Barrett,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

N. PHAM
Commission # 1897702
Notary Public - California
Santa Clara County
My Comm. Expires Jul 30, 2014

Signature _____ (Seal)

ACKNOWLEDGMENT

State of California
County of Santa Clara)

On 12/14/10 before me, Melissa M. Vierra
(insert name and title of the officer)

personally appeared Quang Trinh,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MELISSA M. VIERRA
Commission # 1878942
Notary Public - California
Santa Clara County
My Comm. Expires Feb 2, 2014

Signature M. Vierra (Seal)

BID NO.B11131061005

Bond No.: 070-008-133

CITY OF SACRAMENTO PERFORMANCE BOND

Department of Transportation

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to (*here insert full name and address of Contractor*): JENSEN TREE SERVICE, INC., 9350 Viking Place, Roseville, CA 95747

as principal, hereinafter called Contractor, a contract for construction of: Tree Pruning & Removal Service

which contract is by reference incorporated herein and made a part hereof as if the Surety named below were a party to the contract, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract, Contractor is required to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we the Contractor and *(here insert full name and address of Surety)*:
LIBERTY MUTUAL INSURANCE COMPANY, 71 Stevenson Street, Suite 600, San Francisco, CA 94105
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of:
Seven Hundred Forty Nine Thousand Seven Hundred Thirty DOLLARS ($ 749,730.00),
for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

As part of the obligations secured hereby and in addition to the sum specified above, there shall be included all costs, expenses and fees, including attorney's fees, reasonably incurred by City in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on January 11, 2011.

JENSEN TREE SERVICE, INC.	LIBERTY MUTUAL INSURANCE COMPANY
(Contractor) (Seal)	(Surety) (Seal)
By	By Susan E. Barrett
	Susan E. Barrett
Title CFO	Title Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

City Attorney

(Rev. 4/15/05)

(Form Approved by City Attorney 12-28-07)

2888426

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

NIP PHAM, SUSAN E. BARRETT, ALL OF THE CITY OF MOUNTAIN VIEW, STATE OF CALIFORNIA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100**********. DOLLARS ($ **50,000,000.00**********) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 5th day of May, 2010.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 5th day of May, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 11th day of January, 2011.

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ACKNOWLEDGMENT

State of California
County of Santa Clara)

On 1/11/11 before me, N. Pham, Notary Public
(insert name and title of the officer)

personally appeared Susan E. Barrett,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

N. PHAM
Commission # 1897702
Notary Public - California
Santa Clara County
My Comm. Expires Jul 30, 2014

Signature _____ **(Seal)**

ACKNOWLEDGMENT

State of California
County of Santa Clara)

On 1/11/11 before me, Melissa M. Vierra
(insert name and title of the officer)

personally appeared Quang Tinh,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MELISSA M. VIERRA
Commission # 1878942
Notary Public - California
Santa Clara County
My Comm. Expires Feb 2, 2014

Signature M. Vierra (Seal)

Company Profile

LIBERTY MUTUAL INSURANCE COMPANY

175 BERKELEY ST
BOSTON, MA 02116
800-262-8238

Agent for Service of Process
KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE, SUITE 100 SACRAMENTO, CA 95833
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	23043
NAIC Group #:	0111
California Company ID #:	1022-3
Date authorized in California:	August 30, 1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS

SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information

Company Enforcement Action Documents
Company Performance & Comparison Data
Composite Complaint Studies

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Help Me Find a Company Representative in My Area

Financial Rating Organizations

Last Revised - June 26, 2009 05:53 PM
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Fidelity and Surety Companies Alphabetically

For more information on any company, click the Company Name "Info" link. To view all companies in the same group, click the NAIC Group Number.

Company Name	State of Domicile	NAIC Number	NAIC Group Number
FIDELITY AND DEPOSIT COMPANY OF MARYLAND (Info)	MD	39306	0212
FIDELITY AND GUARANTY INSURANCE COMPANY (Info)	IA	35386	3548
FINANCIAL CASUALTY & SURETY, INC. (Info)	TX	35009	0000
FINANCIAL PACIFIC INSURANCE COMPANY (Info)	CA	31453	1114
FIREMAN'S FUND INSURANCE COMPANY (Info)	CA	21873	0761
FIRST AMERICAN SPECIALTY INSURANCE COMPANY (Info)	CA	34525	0070
FIRST NATIONAL INSURANCE COMPANY OF AMERICA (Info)	WA	24724	0111
FIRST SEALORD SURETY, INC. (Info)	PA	28519	0000
GENERAL INSURANCE COMPANY OF AMERICA (Info)	WA	24732	0111
GREAT AMERICAN ALLIANCE INSURANCE COMPANY (Info)	OH	26832	0084
GREAT AMERICAN INSURANCE COMPANY OF NEW YORK (Info)	NY	22136	0084
GREAT AMERICAN INSURANCE COMPANY (Info)	OH	16691	0084
GUARANTEE COMPANY OF NORTH AMERICA USA (THE) (Info)	MI	36650	0000
HANOVER INSURANCE COMPANY (THE) (Info)	NH	22292	0088
HARCO NATIONAL INSURANCE COMPANY (Info)	IL	26433	0225
HARTFORD CASUALTY INSURANCE COMPANY (Info)	IN	29424	0091
HARTFORD FIRE INSURANCE COMPANY (Info)	CT	19682	0091
INDEMNITY COMPANY OF CALIFORNIA (Info)	CA	25550	0075
INDIANA LUMBERMENS MUTUAL INSURANCE COMPANY (Info)	IN	14265	0246
INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA (THE) (Info)	PA	19429	0012
INSURANCE COMPANY OF THE WEST (Info)	CA	27847	0922

INTERNATIONAL FIDELITY INSURANCE COMPANY (Info)	NJ	11592	4705
LEXINGTON NATIONAL INSURANCE CORPORATION (Info)	MD	37940	0000
LEXON INSURANCE COMPANY (Info)	TX	13307	3488
LIBERTY MUTUAL INSURANCE COMPANY (Info)	MA	23043	0111
LINCOLN GENERAL INSURANCE COMPANY (Info)	PA	33855	1326
LUMBERMENS MUTUAL CASUALTY COMPANY (Info)	IL	22977	0108
MERCHANTS BONDING COMPANY (MUTUAL) (Info)	IA	14494	3479
NATIONAL AMERICAN INSURANCE COMPANY OF CALIFORNIA (Info)	CA	23671	0930
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD (Info)	IL	20478	0218
NATIONAL INDEMNITY COMPANY (Info)	NE	20087	0031
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA (Info)	PA	19445	0012
NATIONWIDE MUTUAL INSURANCE COMPANY (Info)	OH	23787	0140
NAVIGATORS INSURANCE COMPANY (Info)	NY	42307	0510
NIPPONKOA INSURANCE COMPANY, LIMITED (Info)	NY	27073	3219
NORTH AMERICAN SPECIALTY INSURANCE COMPANY (Info)	NH	29874	0181
NORTH RIVER INSURANCE COMPANY (THE) (Info)	NJ	21105	0158
NOVA CASUALTY COMPANY (Info)	NY	42552	0088
OHIO CASUALTY INSURANCE COMPANY (THE) (Info)	OH	24074	0111
OHIO INDEMNITY COMPANY (Info)	OH	26565	0000
OLD REPUBLIC INSURANCE COMPANY (Info)	PA	24147	0150
OLD REPUBLIC SURETY COMPANY (Info)	WI	40444	0150
ONEBEACON AMERICA INSURANCE COMPANY (Info)	MA	20621	1129
PHILADELPHIA INDEMNITY INSURANCE COMPANY (Info)	PA	18058	0677
PLATTE RIVER INSURANCE COMPANY (Info)	NE	18619	0501
PROGRESSIVE CASUALTY INSURANCE COMPANY (Info)	OH	24260	0155
PROTECTIVE INSURANCE COMPANY (Info)	IN	12416	0867
QUANTA INDEMNITY COMPANY (Info)	CO	23752	3496

RIVERPORT INSURANCE COMPANY (Info)	MN	36684	0098
RLI INSURANCE COMPANY (Info)	IL	13056	0783

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MEMO FOR RECORDS

January 13, 2011

Re: Tree Pruning & Removal Service Bid #B11131061005

Verification of the Bid & Performance Bonds submitted by Jensen Tree Service, Inc.

- Spoke with Susan E. Barrett of South Bay Bonding phone number (650) 903-0088 who was authorized to issue the Bonds on behalf of Liberty Insurance Company Surety on December 6, 2010.

- The authority to issue the bond is contained in Power of Attorney with document number 2888410 that names Nip Pham and /or Susan Barrett the right to issue Bid Bond for Jensen Tree Service

- Spoke with Melinda Thomas of Liberty Mutual Insurance Company Surety on phone number (415) 777-1307 X34853. She confirmed that the Bid Bond was authorized and approved by Liberty Mutual Insurance Company Surety.

- Spoke with Melinda Thomas of Liberty Mutual Insurance Company Surety on phone number (415) 777-1307 X34853. She confirmed that the Performance Bond was authorized and approved by Liberty Mutual Insurance Company Surety

Demand Pruning size class	Quantity	year 1	year 2	year 3	year 4	years 5	Total Cost for Contract
0-3 dbh	20	$1	$1	$1	$1	$1	$100
4-6 dbh	20	$3	$3	$3	$3	$3	$300
7-12 dbh	20	$5	$5	$5	$5	$5	$500
13-24 dbh	20	$25	$25	$25	$25	$25	$2,500
25-36 dbh	100	$85	$85	$85	$85	$85	$42,500
37-48 dbh	150	$110	$110	$110	$110	$110	$82,500
49+ dbh	150	$145	$145	$145	$145	$145	$108,750
Totals	480				per tree	$98.81	$237,150
	per section	**$47,430**					

Programmed Pruning size class	Quantity	year 1	year 2	year 3	year 4	years 5	Total Cost for Contract
0-3 dbh	4,500	$ 10	$ 10	$ 10	$ 10	$ 10	$ 225,000
4-6 dbh	2,000	$ 16.50	$ 16.50	$ 16.50	$ 16.50	$ 16.50	$ 165,000
7-12 dbh	2,000	$ 27	$ 27	$ 27	$ 27	$ 27	$ 270,000
13-24 dbh	2,000	$ 35	$ 35	$ 35	$ 35	$ 35	$ 350,000
25-36 dbh	2,000	$ 40	$ 40	$ 40	$ 40	$ 40	$ 400,000
37-48 dbh	600	$ 80	$ 80	$ 80	$ 80	$ 80	$ 240,000
49+ dbh	100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 50,000
Totals	13,200				per tree	$ 25.76	$ 1,700,000
	per section	**$340,000**		308.50			

Crown Reduction size class	Quantity	year 1	year 2	year 3	year 4	years 5	Total Cost for Contract
25-36 dbh	40	$ 200	$ 200	$ 200	$ 200	$ 200	$ 40,000
37-48 dbh	40	$ 325	$ 325	$ 325	$ 325	$ 325	$ 65,000
49+ dbh	60	$ 500	$ 500	$ 500	$ 500	$ 500	$ 150,000
Totals	140				per tree	$ 364.29	$ 255,000
	per section	**$51,000**					

Service	Hours	year 1	year 2	year 3	year 4	years 5	Total Cost for Contract
Crane Services	100	$48	$48	$48	$48	$48	$24,000
Crew Rental	100	$125	$125	$125	$125	$125	$62,500
					$173		$86,500
	per year	**$17,300**					

Daily Averages
Programmed Pruning

Programmed Pruning size class	Units per day	Cost per unit	Cost total	Avg. min./3 man crew per unit
0-3 dbh	60	$ 10	$ 600	7.0
4-6 dbh	15	$ 17	$ 248	12
7-12 dbh	9	$ 27	$ 243	20

13-24 dbh	3	$	35	$	105	60
25-36 dbh	2	$	40	$	80	90
37-48 dbh	1	$	80	$	80	180
49+ dbh	0.5	$	100	$	50	360
Totals	**90.5**		**$44**		**$1,406**	8.3 hrs

$/man/day	$468.50
$/hr	$58.56
GP	$69.43
GM	52%

Palm Pruning size class	Quantity	year 1	year 2	year 3	year 4	years 5	Total Cost for Contract
date<55	100	$ 50	$ 50	$ 50	$ 50	$ 50	$ 25,000
date>55	20	$ 35	$ 35	$ 35	$ 35	$ 35	$ 3,500
wash<55	20	$ 35	$ 35	$ 35	$ 35	$ 35	$ 3,500
wash>55	80	$ 45	$ 45	$ 45	$ 45	$ 45	$ 18,000
Totals	220				per palm	$ 45.45	$ 50,000
	per section	**$10,000**					

Tree removal size class	Quantity	year 1	year 2	year 3	year 4	years 5	Total Cost for Contract
0-3 dbh	0	$ -	$ -	$ -	$ -	$ -	$ -
4-6 dbh	10	$ 5	$ 5	$ 5	$ 5	$ 5	$ 250
7-12 dbh	10	$ 40	$ 40	$ 40	$ 40	$ 40	$ 2,000
13-24 dbh	30	$ 135	$ 135	$ 135	$ 135	$ 135	$ 20,250
25-36 dbh	150	$ 525	$ 525	$ 525	$ 525	$ 525	$ 393,750
37-48 dbh	100	$ 970	$ 970	$ 970	$ 970	$ 970	$ 485,000
49+ dbh	100	$ 575	$ 575	$ 575	$ 575	$ 575	$ 287,500
Totals	400		$ 2,250		per removal	$594.38	$1,188,750
	per section	**$237,750**					

Stumps size class	Quantity	year 1	year 2	year 3	year 4	years 5	Total Cost for Contract
0-3 dbh	0	$ -	$ -	$ -	$ -	$ -	$ -
4-6 dbh	50	$ 5	$ 5	$ 5	$ 5	$ 5	$ 1,250
7-12 dbh	100	$ 40	$ 40	$ 40	$ 40	$ 40	$ 20,000
13-24 dbh	200	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50,000
25-36 dbh	200	$ 65	$ 65	$ 65	$ 65	$ 65	$ 65,000
37-48 dbh	200	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75,000
49+ dbh	50	$ 80	$ 80	$ 80	$ 80	$ 80	$ 20,000
Totals	800			$ 315	per stump	$ 57.81	$ 231,250
	per section	**$46,250**					

Total Contract **$3,748,650.00**
per year avg **$749,730.00**

Att. 1
Exhibit A
Figures from BID

JENSEN LANDSCAPE
www.jensencorp.com

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PROJECT #:B11131061005
PROJECT NAME: TREE PRUNING & REMOVAL SERVICE
DEPARTMENT: DOT, DGS & CCL
DIVISION: URBAN FOREST SERVICE

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of JANUARY 25, 2011, by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

JENSEN TREE SERVICE, INC
9350 VIKING PLACE, ROSEVILLE, CA 95747
(916) 784-6222

("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 therefore. 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 therefore, 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

By:_____

Print name:_____

Title:_____

For: Gustavo F. Vina, Interim City Manager

APPROVED TO AS FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

Attachments

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

CONTRACTOR:

Langen Tree Services Inc.
NAME OF FIRM

27-2869775
Federal I.D. No.

In Process
State I.D. No.

1006826
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

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

Signature of Authorized Person

Chris Hupp President J.T.G.
Print Name and Title

_____
Additional Signature *(if required)*

_____
Print Name and Title

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor: JENSEN TREE SERVICES, INC

Address: 9350 VIKING PLACE, ROSEVILLE, CA 95747

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 Contact, 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: 1/6/11

Print name: Quang Trinh

Title: CFO

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: JENSEN TREE SERVICES, INC

Address: 9350 VIKING PLACE, ROSEVILLE, CA 95747

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

1/6/11
Date

Quang Trinh
Print Name

CFO
Title

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Joe Benassini, Manager
Urban Forest Services
5730 24th Street #12
Sacramento CA 95822
916.808.6258l

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:

Mike Butcher
Jensen Tree Service,
9350 Viking Place, Roseville, CA 95747
Phone: 916.784.6222 / Email:mbutcher@jensencorp.com

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. The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein. The scope of services shall be as outlined in Bid No. B11131061005

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

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 $3,748,650.00.

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:

Urban Forest Services
5730 24TH Street, Bldg #12
Sacramento CA 95822
(916) 808-1339
Attn: Michael Root

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.

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*] _X_ Not furnish any facilities or equipment for this Agreement; or

____ furnish the following facilities or equipment for the Agreement.

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, photostatting, 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 render 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:

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.

19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

B. Sellers Permit: For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or 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.[a]

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.[b]

The minimum compensation required is as follows:

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[a] 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.

[b] 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.

(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.**

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

X 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**.

X 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, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Procurement Services
  5730 24th Street, 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 . . .

O Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services
5730 24th Street, Bldg. 1
Sacramento, CA 95822

O 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, Contract Services Unit, at the same address, containing the details of the alleged violation.

FILE COPY

CITY OF SACRAMENTO
REVENUE DIVISION
BUSINESS OPERATIONS TAX APPLICATION

No 10068826

BUSINESS NAME: Jensen Tree Service, Inc.
BUSINESS DESCRIPTION: Tree Maintenance Service Contractor
BUSINESS ADDRESS: 9350 Viking Place (Street No / Street Name)
Roseville, CA 95747 (City / State / ZIP Code)

STARTING DATE: 1/7/11 (Mo Day Yr)
(916) 784-6222 (Phone Number)

Business Zoned: ☐ Commercial or ☐ Residential Home Occupation Permit #_____ (Check one)

COMPLETE THIS SECTION IF MAILING INFORMATION IS DIFFERENT THAN ABOVE

MAILING NAME
ATTENTION
ADDRESS
Street No. / Street Name
City / State / Zip Code

PRIMARY OWNER/ CORPORATION: Jensen Corporate Holdings (Last / First / MI)
(916) 408-446-1118 (Home / Business Ph. No.)

HOME /CORPORATE ADDRESS: 1983 Concourse Drive (Street No. / Street Name)
San Jose, CA 95131 (City / State / Zip Code)

OWNER NAME #2 SHAREHOLDER: Hoffs, Chris (Last / First / MI)

OWNER NAME #3 SHAREHOLDER: (Last / First / MI)

CHECK ONE:
___ SOLE PROPRIETOR
___ PARTNERSHIP
X CORPORATION

FEDERAL EMPLOYER'S I.D. NO. 27-2869775
STATE EMPLOYER'S I.D. NO. 313-1456-0
SOCIAL SECURITY NO. N/A
SALES & USE TAX PERMIT NO

901 CODE ____ CLASS ____ BIA - CODE ____

COMPLETE INFORMATION FOR ITEM(S) CHECKED (____)

X 1. GROSS RECEIPTS - Estimate for first year: $ 750,000.00
___ 2. GROSS PAYROLL - Estimate for first year: $
___ 3. NUMBER OF YEARS LICENSED BY THE STATE OF CALIFORNIA:
___ 4. NUMBER OF PROFESSIONAL EMPLOYEES (LICENSED BY THE STATE):
___ 5. NUMBER OF RENTAL UNITS:

I declare under penalty of perjury that to my knowledge all information contained on this application is true and correct. This tax certificate is for revenue purposes only and does not imply conformance with applicable city codes and ordinances. You are advised to check your proposed business location and structure with the City Planning Division for compliance with zoning codes and the Building Inspections Division for compliance with building codes.

SIGN HERE [signature] DATE 1-7-11

TEMPORARY CERTIFICATE
Not Valid More Than 45 Days from Validation Date
Your Business Tax Certificate will be sent to you in approximately two weeks.
This Certificate Must Be Renewed Annually

VOID IF NOT VALIDATED
CITY OF SACRAMENTO
JAN 07 2011
PAID

Tax	$ 326
BIA	$
TRN/DUP	$
PEN	$
TOTAL	$ 326
By	[signature]

Mail To: City of Sacramento *915 I Street, Room 1214* Sacramento, CA 95814 (916) 808-8500

WP BTO14 (rev 07-05)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/6/2011

PRODUCER (408)792-5400 FAX: (408)792-3670
Thoits Insurance Ca Lic #0243213
160 West Santa Clara Street
12th Floor
San Jose CA 95113

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Jensen Landscape Services, Inc.
Jensen Corporate Holdings, Inc.
Jensen Corporation Landscape Contractors
1983 Concourse Drive
San Jose CA 95131-1708

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Golden Eagle Ins Corp	10836 #221
INSURER B: Travelers Property Cas of	#200
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	CBP8151947	5/1/2010	5/1/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	CBP8151947	5/1/2010	5/1/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	CUB146436	5/1/2010	5/1/2011	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	DTJUB2658M55510	5/1/2010	5/1/2011	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Re: Job under written contract with the named insured-BID #B11131061005
Certificate holder named as additional insured per forms CG 20 10 07 04 CG 20 37 07 04 attached- WC 99 03/76/ & GL waiver form CG602 att'd Primary form CG 22-111 01/07-CIR form attached/ A 10 Day notice of cancellation for Non-Payment of Premium.

CERTIFICATE HOLDER

~City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95814

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
M Velasquez/MVELAS

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: CBP8151947

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Sacramento its officials, employees and volunteers Re: Job under written contract with the named insured	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Karen Stark 4/6/2011

© ISO Properties, Inc., 2004

POLICY NUMBER: CBP8151947

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Sacramento its officials, employees and volunteers Re: Job under written contract with the named insured	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Karen Stark 1/6/2011

© ISO Properties, Inc., 2004

Insured: Jensen Landscape Services, Inc.
Jensen Corporation Landscape Contractors
Jensen Corporate Holdings, Inc.
Huppe Landscape Company

Policy : CBP8151947

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to provision **a. Primary Insurance** of paragraph **4. Other Insurance** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, when an additional insured has been added to this Coverage Part by attachment of an endorsement, we will not seek contribution from the "additional insured's own insurance" provided that:

(1) You and the additional insured have agreed in a written contract that this insurance is primary and non-contributory; and

(2) The "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the execution of such contract.

B. For the purposes of this endorsement the following is added to **SECTION V – DEFINITIONS:**

"Additional insured's own insurance" means other insurance for which the additional insured is designated as a Named Insured.

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Item 4. b. 1) b) is replaced with:

b. Excess Insurance

1)b) That is Fire, Explosion or Sprinkler Leakage insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner; or

Item 6. is amended to include:

6. Representations

d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8. is replaced with:

8. Transfer of Rights Of Recovery Against Others To Us

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V – DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"

a. Is changed to:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

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ST PAUL TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (00) –

Named Insured: Jensen Landscape Services, Inc.
Jensen Corporate Holding, Inc.
Jensen Corporation Landscape Contractors

POLICY NUMBER: DTJUB2658M55510

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
City of Sacramento its officials, employees and volunteers	

Re: Job under written contract with the named insured

DATE OF ISSUE: 05/01/2010 ST ASSIGN:

CONTRACTUAL INSURANCE REQUIREMENTS (CIR)

The attached Certificate of Insurance is provided as part of our service to our client, the Insured. If special endorsements have been provided, they also are indicated attached. You may find that these documents do not comply with all the terms and conditions of the underlying contract between the Certificate Holder and the Insured due to the insurance company's insuring conditions, limitations, exclusions and other terms. If you have any questions, please contact the undersigned.

Thoits Insurance Service, Inc. CA License # 0243213
160 West Santa Clara Street, 12 Floor
San Jose, CA 95113

By: Maria Velasquez
Direct Line (408) 792-5482

2888410

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

NIP PHAM, SUSAN E. BARRETT, ALL OF THE CITY OF MOUNTAIN VIEW, STATE OF CALIFORNIA

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100**********DOLLARS ($ **50,000,000.00**********) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 5th day of May 2010.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 5th day of May 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980:

VOTED: that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 6th day of December 2010.

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

KNOW ALL MEN BY THESE PRESENTS, **BID GUARANTEE FORM**

That we, JENSEN TREE SERVICES, INC., 9350 Viking Place, Roseville, CA 95747

as Principal, and LIBERTY MUTUAL INSURANCE COMPANY, 71 Stevenson Street, Suite 600, San Francisco, CA 94105

a corporation duly organized under the laws of the State of Massachusetts and duly licensed to become sole surety on bonds required or authorized by the State of California, as Surety, are held and firmly bound unto the City of Sacramento, hereinafter called the City, in the penal sum of ten percent (10%) of the ($750,000.00) Proposal of the Principal above named, or other amount as set forth in the Invitation to Bidders, submitted by said Principal to the City for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH
That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened at 915 I Street, Historic City Hall, Sacramento, California, on 12/15/2010 for the Work specifically described as follows:

TREE PRUNING & REMOVAL SERVICES
BID NO. B11131061005

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and within the time and manner required under the Contract Documents, enters into a written Contract, in the prescribed form, in accordance with the Proposal, and files bonds with the City, to guarantee faithful performance and payment, and files the required insurance policies with the City, all as required by the Contract Documents or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court, which sums shall be additional to the principal amount of this bond.

IN WITNESS THEREOF We have hereunto set our hands and seal this 6th day of December 2010.

JENSEN TREE SERVICES, INC.	LIBERTY MUTUAL INSURANCE COMPANY
PRINCIPAL	SURETY
9350 Viking Place, Roseville, CA 95747	71 Stevenson Street, Suite 600, San Francisco, CA 94105
Address	Address
Quang Trinh	Susan E Barrett
QUANG TRINH CFO	Susan E. Barrett, Attorney-in-Fact
NOTARY	NOTARY

ACKNOWLEDGMENT

State of California
County of Santa Clara)

On 12/6/10 before me, N. Pham, Notary Public
(insert name and title of the officer)

personally appeared Susan E. Barrett,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

N. PHAM
Commission # 1897702
Notary Public - California
Santa Clara County
My Comm. Expires Jul 30, 2014

Signature _____ (Seal)

ACKNOWLEDGMENT

State of California
County of Santa Clara)

On 12/14/10 before me, Melissa M. Vierra
(insert name and title of the officer)

personally appeared Quang Trinh,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MELISSA M. VIERRA
Commission # 1878942
Notary Public - California
Santa Clara County
My Comm. Expires Feb 2, 2014

Signature M. Vierra (Seal)

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BID NO. B11131061005

SECTION II – CONTRACT DOCUMENTS

B. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS

SCOPE OF WORK

The scope of contracted work shall consist of removal, pruning, and other maintenance operations of trees, palms and other woody plants, in various locations within the City of Sacramento, hereafter referred to as the City. Work shall be supervised and approved by representatives of the Department of Transportation, Urban Forestry Services.

GENERAL REQUIREMENTS

Contractor shall be aware of and shall comply with the Sacramento City Codes governing tree pruning work, traffic control and any other regulations that may affect operations. Contractor shall furnish all labor, materials, and equipment necessary to perform the work described herein in strict accordance with these specifications and subject to the terms and conditions of the contract. All work is to be performed by a tree care contractor, who shall be licensed by the California Contractors State License Board (Classification C-61/Category D-49) to provide such contract services within the State of California and the City of Sacramento.

Debris Removal

The scope of work shall include removal and disposal of brush, stump grindings, and debris generated by said work. Waste material shall be disposed of at the contractor's expense at a location designated and/or approved by the City. Waste material shall not be given away or sold as firewood. Waste material shall not be landfilled. Recycling of wood and wood chips through sustainable uses is strongly encouraged.

Contractor shall provide wood or trunk samples if requested by Urban Forestry Services. In the case of trees suspected of being infected with Dutch ElmDisease, the contractor shall comply with Sacramento City Code, Title 12, Chapter 12.60 – Dutch Elm Disease. The contractor shall dispose of all wood and debris and ensure that all material is processed through a wood waste grinder, wood chipper, or buried at a landfill facility within 48 hours. Material that is processed through wood waste grinders or wood chippers does not require burial. Removal of infected trees shall be completed within two (2) working days.

Debris resulting from contractor's operations shall not be left on any work sites overnight. Upon completion of a work, the site shall be left in a clean and orderly condition.

Tool Sanitation and Disease Transmittal

Contractor's tools that have potential to transmit pests or diseases to other trees shall be disinfected prior to initiating work within the City, after work on any potentially diseased trees, and prior to re-initiating work after any work outside of City-contracted services.

All lead workers that supervise tree care operations under the terms and conditions of this contract shall attend a DED awareness and training class, provided by Urban Forestry Services, prior to any work on species susceptible to the disease. Disposal sites and methods for DED-infected tree parts shall be approved by Urban Forestry Services.

Due to disease concerns regarding Canary Island Date Palms *(Phoenix canariensis)* and California Fan palms *(Washington filifera)*, live fronds, flowers and fruit parts must be pruned with handsaws.

Chain saws and hand saws shall be disinfected with a 10% mixture of water and household bleach. Chain saw shall have the clutch cover removed and the chain, bar, and clutch area shall be sprayed. Handsaws are to be completely disinfected after each use. Chain saws and hand saws shall be disinfected with each use before pruning the next tree. The contractor shall be penalized $100.00 per saw, per day for failing to comply with this procedure. The cost for disinfecting chain saws and handsaws should be included the per tree cost for pruning in the pricing schedule.

Damage to Property
Public or private property damaged as a result of contractor's operations shall be repaired or replaced at the contractor's expense to the originally existing condition.

Inspection Prior to Invoicing
Contractor shall contact Urban Forestry Services to request inspection of all work performed. All work shall be approved by an Urban Forestry Services representative prior to submittal of invoices for payment

Equipment
All vehicles and equipment used in the performance of work assigned under this contract shall be in good working order and in compliance with all local, state and federal laws. Vehicles shall display signage noting the contractor's name, telephone number, and "City of Sacramento Urban Forestry Services Contractor". City identification signs shall not be displayed when performing any work outside of this contract.

Record Keeping & Submittal
The contractor shall provide a daily list of the work accomplished and approved by Urban Forestry Services as noted in Attachment 2, or a form provided by Urban Forestry Services. The form shall include address, species of tree, diameter, condition, date(s) of work and the unit cost for each tree. This form shall be submitted with each invoice.

General Safety Requirements
Contractor shall comply with applicable state and federal regulations regarding safety, including the use of personal protective equipment and training.

All work within 10 feet of any overhead high voltage electrical conductors shall be referred to the Sacramento Municipal Utility District (SMUD) by the contractor. Work shall be scheduled by the contractor in cooperation with SMUD and shall be the conducted in such a manner as to minimize disruption of service and disturbance of residents.

Tree care operations that involve climbing or other aerial work may be temporarily suspended during inclement weather with prior approval from Urban Forestry Services.

Temporary Street Parking Closure
Contractor shall provide barricades with signage noting parking restrictions and days and times of scheduled tree care operations at least 72 hours in advance of work. All barricades and signage must be approved by Urban Forestry Services.

Holiday Moratoriums and Special Events
Certain streets may be temporarily closed to construction and maintenance projects during the period from the Thanksgiving holiday through the New Year's holiday and during special events. The contractor shall abide by City regulations in regards to any necessary work subject to those restrictions by obtaining prior authorization through the City of Sacramento Department of Transportation.

Parking and Traffic Violations
Parking and traffic citations as a result of violations shall be the responsibility of the contractor.

Work Week
The normal work week shall be Monday through Friday, or Tuesday through Saturday, 7:00 A.M. to 3:30 P.M. Where traffic, parking or other constraints exist, the work week may be modified to the same hours on Tuesday through Saturday. All work week modifications shall be approved by Urban Forestry Services.

Allocation and Completion of Work Orders
Based on the projected service requests and available funding, work orders shall be allocated by Urban Forestry Services as evenly as possible over a fiscal year. All work orders assigned to the contractor shall be completed within thirty (30) days.

Qualified Personnel
The contractor shall provide qualified supervisory staff.

1. Each crew shall be led by at least one employee with current certification as a Western Chapter International Society of Arboriculture Certified Tree Worker.
2. A minimum of one supervising employee with current certification as an International Society of Arboriculture Certified Arborist shall be provided for every six (6) employees assigned to City work.

Uniforms and Identification
All contractor personnel shall be required to wear uniforms bearing the contractor's company name while completing City work assignments. Uniforms shall consist of a shirt and/or jacket with company name neatly screen printed or embroidered and conspicuous. The contractor shall be penalized $50.00 per employee, per day for non -compliance.

Additional Work for Other City Agencies
Work may be assigned in certain areas of the City that are under the jurisdiction of other agencies, departments, or divisions, including Convention Culture and Leisure, Capital City Golf, Department of Utilities and Department of General Services. Operations in these areas shall meet all of the requirements set forth in this document. All work will be approved and assigned by Urban Forestry Services and .

BID NO. B11131061005

Technical Standards

Tree care operations shall be in accordance with current standards as established by the American National Standard Institute (ANSI). Specifically, current ANSI A300 (Tree, Shrub and Other Woody Plant Maintenance-Standard Practices), ANSI Z133 (Safety Requirements for Arboricultural Operations) and accompanying "Best Management Practices" publications shall be adhered to. Tree climbing spurs shall not be used except where trees are to be removed, where trees cannot otherwise be safely accessed, or in the case of emergencies.

With the exception of work requested on a time and materials basis, all pruning orders shall be based on complete pruning of the entire tree.

Tree Pruning

Notwithstanding the referenced ANSI standards, trees, palms and other woody plants shall be pruned as follows:

Mature Trees

1. Remove dead branches that are greater than 1 inch at the point of attachment.
2. Remove all dead wood from trees in the 4 to 6 DBH class.
3. Remove diseased, decayed, broken, weakly attached, and/or crossing branches.
4. Remove mistletoe and/or vines growing on the tree.
5. Prune to manage tree growth and form to maximize safety, structural integrity, and health.
    a. On all trees over 24" inches DBH contractor shall reduce end weight by 25%.
    b. The practice of "lion tailing" will not be allowed.
    c. Whenever reducing the length of a limb, the resulting terminal branch shall be at least 1/3 the diameter of the parent limb.
6. Prune to provide eventual clearance of 14 feet over roadways; prune to provide eventual clearance of 8 feet over pedestrian pathways; prune to provide eventual clearance of 5 feet around buildings and other structures, including, but not limited to roofs, gutters, fireplaces, television antennas, and utility service connections.
7. Prune to clear line of sight for streetlights, traffic signs and signals, and street signs.
8. Avoid over-thinning and large reduction wounds.

Young Trees (0 to 3 DBH)

1. Remove dead branches.
2. Remove diseased, decayed, broken, weakly attached and/or crossing branches.
3. Prune to develop strong central leader as appropriate for the species.
4. Encourage trunk taper by retaining temporary branches until diameter at the point of attachment is approximately one third of the diameter of the parent branch.
5. Retain foliage in the lower portion of the canopy.
6. Prune to avoid conflicts with pedestrians, vehicles, and sight-lines at street intersections.

Work orders for demand pruning are based on service requests in various locations within the City of Sacramento boundaries.

Work orders for programmed pruning are based on street block areas within the City of Sacramento boundaries. A street block is defined as both sides of the street for a minimum one-block length and the side streets up to the alleyways at both ends of the block. Where alleys do not exist, or if the side streets trees are private then the pruning on the arterial streets is still classified as programmed pruning. Generally, programmed pruning areas are planned as contiguous areas.

Palms

1. Remove dead and dying fronds.
2. Prune palm crown to no narrower than a 9 and 3 o'clock position.
3. Remove loose frond sheaths along the entire length of the trunk.
4. Remove fruit and flowers.

Tree Removal

Notwithstanding the referenced ANSI Standards, trees, palms and other woody plants shall be removed as follows:

1. Remove all Tree parts in a safe and efficient manner. Where necessary, tree parts shall be lowered by rope, crane, or other suitable means to avoid damage to surrounding property, including adjacent trees.
2. Ropes or other rigging shall not be placed so as to cause damage to adjacent property or trees
3. Trees shall be removed to within six (6) inches of grade, measured from the soil line where the trunk meets the ground.

Stump Grinding

1. Stumps shall be ground to a depth of 20 inches.
2. Stump grindings shall be removed to a depth of 20 inches.
3. Contractor shall backfill the hole with a top soil blend consisting of 50% compost by weight.
4. Contractor shall compact soil to allow for settling.

BID NO.B11131061005

SECTION III – BIDDER RESPONSE DOCUMENTS

G. PRICING SCHEDULE (Revised Addendum -1)

The quantities specified are based upon the best estimates available and are subject to increase or decrease.

I. Demand Pruning (Complete Crown Clean and Structural Pruning)

Size Class	Quantity	Cost per Tree Year 1	Total Year 1	Cost per Tree Year 2	Total Year 2	Cost per Tree Year 3	Total Year 3	Cost per Tree Year 4	Total Year 4	Cost per Tree Year 5	Total Year 5	Total Cost for Contract
0 – 3 d.b.h.	20	$ 1.00	$ 20.00	$ 1.00	$ 20.00	$ 1.00	$ 20.00	$ 1.00	$ 20.00	$ 1.00	$ 20.00	$ $1 100.00
4 – 6 d.b.h.	20	$ 3.00	$ 60.00	$ 3.00	$ 60.00	$ 3.00	$ 60.00	$ 3.00	$ 60.00	$ 3.00	$ 60.00	$ 300.00
7 - 12 d.b.h.	20	$ 5.00	$ 100.00	$ 5.00	$ 100.00	$ 5.00	$ 100.00	$ 5.00	$ 100.00	$ 5.00	$ 100.00	$ 500.00
13 - 24 d.b.h.	20	$ 25.00	$ 500.00	$ 25.00	$ 500.00	$ 25.00	$ 500.00	$ 25.00	$ 500.00	$ 25.00	$ 500.00	$ 2,500.00
25 - 36 d.b.h.	100	$ 85.00	$ 8,500.00	$ 85.00	$ 8,500.00	$ 85.00	$ 8,500.00	$ 85.00	$ 8,500.00	$ 85.00	$ 8,500.00	$ 42,500.00
37 - 48 d.b.h.	150	$ 110.00	$ 16,500.00	$ 110.00	$ 16,500.00	$ 110.00	$ 16,500.00	$ 110.00	$ 16,500.00	$ 110.00	$ 16,500.00	$ 82,500.00
49+ d.b.h.	150	$ 145.00	$ 21,750.00	$ 145.00	$ 21,750.00	$ 145.00	$ 21,750.00	$ 145.00	$ 21,750.00	$ 145.00	$ 21,750	$ 108,750
Totals	480	$ 374.00	$ 47,430	$ 374	$ 47,430	$ 374	$ 47,430	$ 374	$ 47,430	$ 374	$ 47,430	$ 237,150.00

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II. Programmed Pruning(Complete Crown Clean and Structural Pruning) (Revision -1)

Size Class	Quantity	Cost per Tree Year 1	Total Year 1	Cost per Tree Year 2	Total Year 2	Cost per Tree Year 3	Total Year 3	Cost per Tree Year 4	Total Year 4	Cost per Tree Year 5	Total Year 5	Total Cost for Contract
0 – 3 d.b.h.	4,500	$ 10.00	$ 45,000	$ 10.00	$ 45,000	$ 10.00	$ 45,000	$ 10.00	$ 45,000	$ 10.00	$ 45,000	$ 225,000
4 – 6 d.b.h.	2,000	$ 16.50	$ 33,000	$ 16.50	$ 33,000	$ 16.50	$ 33,000	$ 16.50	$ 33,000	$ 16.50	$ 33,000	$ 165,000
7 - 12 d.b.h.	2,000	$ 27.00	$ 54,000	$ 27.00	$ 54,000	$ 27.00	$ 54,000	$ 27.00	$ 54,000	$ 27.00	$ 54,000	$ 270,000
13 - 24 d.b.h.	2,000	$ 35.00	$ 70,000	$ 35.00	$ 70,000	$ 35.00	$ 70,000	$ 35.00	$ 70,000	$ 35.00	$ 70,000	$ 350,000
25 - 36 d.b.h.	2,000	$ 40.00	$ 80,000	$ 40.00	$ 80,000	$ 40.00	$ 80,000	$ 40.00	$ 80,000	$ 40.00	$ 80,000	$ 400,000
37 - 48 d.b.h.	600	$ 80.00	$ 48,000	$ 80.00	$ 48,000	$ 80.00	$ 48,000	$ 80.00	$ 48,000	$ 80.00	$ 48,000	$ 240,000
49+ d.b.h.	100	$ 100.00	$ 10,000	$ 100.00	$ 10,000	$ 100.00	$ 10,000	$ 100.00	$ 10,000	$ 100.00	$ 10,000	$ 50,000
Totals	13,200	308.50 $	340,000 $	308.50 $	340,000 $	308.50 $	340,000 $	308.50 $	340,000 $	308.50 $	340,000 $	$ 1,700,000.00

III. Crown Reduction/Crown Clean (English Elms)

Size Class	Quantity	Cost per Tree Year 1	Total Year 1	Cost per Tree Year 2	Total Year 2	Cost per Tree Year 3	Total Year 3	Cost per Tree Year 4	Total Year 4	Cost per Tree Year 5	Total Year 5	Total Cost for Contract
25 - 36 d.b.h.	40	$ 200.00	$ 8,000	$ 200.00	$ 8,000	$ 200.00	$ 8,000	$ 200.00	$ 8,000	$ 200.00	$ 8,000	$ 40,000
37 - 48 d.b.h.	40	$ 325.00	$ 13,000	$ 325.00	$ 13,000	$ 325.00	$ 13,000	$ 325.00	$ 13,000	$ 325.00	$ 13,000	$ 65,000
49+ d.b.h.	60	$ 500.00	$ 30,000	$ 500.00	$ 30,000	$ 500.00	$ 30,000	$ 500.00	$ 30,000	$ 500.00	$ 30,000	$ 150,000
Subtotal	140	$ 1025.00	$ 51,000	$ 1025.00	$ 51,000	$ 1025.00	$ 51,000	$ 1025	$ 51,000	$ 1025	$ 51,000	$ 255,000.00

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IV. Palms Pruning (Revision-1)

Size Class	Quantity	Cost per Tree Year 1	Total Year 1	Cost per Tree Year 2	Total Year 2	Cost per Tree Year 3	Total Year 3	Cost per Tree Year 4	Total Year 4	Cost per Tree Year 5	Total Year 5	Total Cost for Contract
Date Palm under 55' working height	100	$ 50.00	$ 5,000	$ 50.00	$ 5,000	$ 50.00	$ 5,000	$ 50.00	$ 5,000	$ 50.00	$ 5,000	$ 25,000
Date Palm over 55' working height	20	$ 35.00	$ 700.00	$ 35.00	$ 700.00	$ 35.00	$ 700.00	$ 35.00	$ 700.00	$ 35.00	$ 700.00	$ 3,500
Washingtonia species under 55' working height	20	$ 35.00	$ 700.00	$ 35.00	$ 700.00	$ 35.00	$ 700.00	$ 35.00	$ 700.00	$ 35.00	$ 700.00	$ 3,500
Washingtonia .species over 55' working height	80	$ 45.00	$ 3,600	$ 45.00	$ 3,600	$ 45.00	$ 3,600	$ 45.00	$ 3,600	$ 45.00	$ 3,600	$ 18,000
Totals	220	$ 165.00	$ 10,000	$ 165.00	$ 10,000	$ 165.00	$ 10,000	$ 165.00	$ 10,000	$ 165.00	$ 10,000	$ 50,000.00

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V. Tree Removal to 6 inches above soil line (Revision -1)												
Size Class	Quantity	Cost per Tree Year 1	Total Year 1	Cost per Tree Year 2	Total Year 2	Cost per Tree Year 3	Total Year 3	Cost per Tree Year 4	Total Year 4	Cost per Tree Year 5	Total Year 5	Total Cost for Contract
0 – 3 d.b.h.	0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
4 – 6 d.b.h.	10	$ 5	$ 50.00	$ 5	$ 50.00	$ 5	$ 50.00	$ 5	$ 50.00	$ 5	$ 50.00	$ 250.00
7 - 12 d.b.h.	10	$ 40	$ 400.00	$ 40	$ 400.00	$ 40	$ 400.00	$ 40	$ 400.00	$ 40	$ 400.00	$ 2,000.00
13 - 24 d.b.h.	30	$ 135	$ 4,050	$ 135	$ 4,050	$ 135	$ 4,050	$ 135	$ 4,050	$ 135	$ 4,050	$ 20,250.00
25 - 36 d.b.h.	150	$ 525	$ 78,750	$ 525	$ 78,750	$ 525	$ 78,750	$ 525	$ 78,750	$ 525	$ 78,750	$ 393,750
37 - 48 d.b.h.	100	$ 970	$ 97,000	$ 970	$ 97,000	$ 970	$ 97,000	$ 970	$ 97,000	$ 970	$ 97,000	$ 485,000
49+ d.b.h.	100	$ 575	$ 57,500	$ 575	$ 57,500	$ 575	$ 57,500	$ 575	$ 57,500	$ 575	$ 57,500	$ 287,500
Totals	400	$ 2,250	$ 237,750	$ 2,250	$ 237,750	$ 2,250	$ 237,750	$ 2,250	$ 237,750	$ 2,250	$ 237,750	$ 1,188,750.00

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VI. Stump Grinding (Revision-1)												
Size Class	Quantity	Cost per Tree Year 1	Total Year 1	Cost per Tree Year 2	Total Year 2	Cost per Tree Year 3	Total Year 3	Cost per Tree Year 4	Total Year 4	Cost per Tree Year 5	Total Year 5	Total Cost for Contract
0 – 3 d.b.h.	0	$ ~~0~~	$ ~~0~~	$ ~~0~~	$ ~~0~~	$ ~~0~~	$ ~~0~~	$ ~~0~~	$ ~~0~~	$ ~~0~~	$ ~~0~~	$ ~~0~~
4 – 6 d.b.h.	50	$ 5	$ 250.00	$ 5	$ 250.00	$ 5	$ 250.00	$ 5	$ 250.00	$ 5	$ 250.00	$ 1,250.00
7 - 12 d.b.h.	100	$ 40	$ 4,000	$ 40	$ 4,000	$ 40	$ 4,000	$ 40	$ 4,000	$ 40	$ 4,000	$ 20,000
13 - 24 d.b.h.	200	$ 50	$ 10,000	$ 50	$ 10,000	$ 50	$ 10,000	$ 50	$ 10,000	$ 50	$ 10,000	$ 50,000
25 - 36 d.b.h.	200	$ 65	$ 13,000	$ 65	$ 13,000	$ 65	$ 13,000	$ 65	$ 13,000	$ 65	$ 13,000	$ 65,000
37 - 48 d.b.h.	200	$ 75	$ 15,000	$ 75	$ 15,000	$ 75	$ 15,000	$ 75	$ 15,000	$ 75	$ 15,000	$ 75,000
49+ d.b.h.	50	$ 80	$ 4,000	$ 80	$ 4,000	$ 80	$ 4,000	$ 80	$ 4,000	$ 80	$ 4,000	$ 20,000
Totals	800	$ 315	$ 46,250	$ 315	$ 46,250	$ 315	$ 46,250	$ 315	$ 46,250	$ 315	$ 46,250	$ 231,250.00

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VII. Hourly Rates for Unscheduled Work or Storm/Emergency Work (Revision-1)												
Service	Hours	Cost per Hour Year 1	Total Year 1	Cost per Hour Year 2	Total Year 2	Cost per Hour Year 3	Total Year 3	Cost per Hour Year 4	Total Year 4	Cost per Hour Year 5	Total Year 5	Total Cost for Contract
Crane Services	100	$ 48	$ 4,800	$ 48	$ 4,800	$ 48	$ 4,800	$ 48	4,800	$ 48	$ 4,800	$ 24,000
*General Crew Rate	100	$ 125	$ 12,500	$ 125	$ 12,500	$ 125	$ 12,500	$ 125	12,500	$ 125	$ 12,500	$ 62,500
Total		$ 173	$ 17,300	$ 173	$ 17,300	$ 173	$ 17,300	$ 173	17,300	$ 173	$ 17,300	$ 86,500

*NOTE: The estimated hours and dollar amount for hourly rates are for bid evaluation purposes only. Unscheduled work (storm or other emergency work) shall be billed portal to portal, not to exceed 1.5 hours, round trip. Rates should be based on a typical three-person crew, including a qualified lead worker. Equipment needs should include a truck equipped with a chip box and an aerial lift with a minimum working height of 55 feet, a brush chipper, and all associated tools and equipment to complete a typical tree pruning or removal assignment per the General Requirements that follow in this document.

BID SUMMARY SHEET

Note: All items in each Section of the Price Sheets must be priced in order for the bid to be considered responsive.

SECTION SERVICE	TOTAL PER SECTION
1. Demand Pruning	$ 237,150.00
2. Programmed General Pruning	$ 1,700,000.00
3. Palms Prune	$ 50,000.00
4. Crown Reduction/Crown Clean Elms	$ 255,000.00
5. Tree Removal	$ 1,188,750.00
6. Stump Grinding	$ 231,250.00
7. Crane Services	$ 24,000.00
8. Unscheduled Hourly Work	$ 62,500.00
GRAND TOTAL	**$ 3,748,650.00**

BID SUMMARY SHEET

Note: All items in each Section of the Price Sheets must be priced in order for the bid to be considered responsive.

SECTION SERVICE	TOTAL PER SECTION
1. Total Year 1	$ 749,730.00
2. Total Year 2	$ 749,730.00
3. Total Year 3	$ 749,730.00
4. Total Year 4	$ 749,730.00
5. Total Year 5	$ 749,730.00
GRAND TOTAL	**$** 3,748,650.00

Evaluation Method:

The City reserves the right to make award to the contractor whose pricing is most advantageous to the City in any combination of years.