



City of Sacramento City Council

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

Meeting Date: 2/8/2011

Report Type: Consent

Title: Contract: Natomas Gateway Streetscapes Maintenance

Report ID: 2011-00061

Location: District 1

Recommendation: Adopt a Resolution awarding a one-year non-professional services agreement for the maintenance of the Natomas Gateway Streetscapes with TruGreen LandCare for an amount not to exceed \$42,700 and options to extend the agreement for up to two additional one-year periods, with the total amount of the agreement, including the optional two one-year extensions, not to exceed \$128,100.

Contact: Juan Montanez, (916) 808-2254, Department of Transportation; Erick Talavera, (916) 808-2272, Department of Transportation

Presenter: None

Department: Transportation Department

Division: Streetscape Maintenance

Dept ID: 15001681

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-Exhibit A-Agreement

City Attorney Review

Approved as to Form
Jerry Hicks
2/2/2011 2:08:01 PM

City Treasurer Review

Prior Council Financial Policy Approval or
Outside City Treasurer Scope
Russell Fehr
1/24/2011 3:30:03 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 1/27/2011 2:43:23 PM

Assistant City Manager: John Dangberg - 2/2/2011 12:36:09 PM

Description/Analysis

Issue: The Street Services Division of the Department of Transportation

has an ongoing need to maintain the landscaping along the transportation corridors within the City of Sacramento. Invitation for Bid No. B113497015 was issued for maintenance of the Natomas Gateway Streetscapes. City Council approval is necessary to award a non-professional services agreement to TruGreen LandCare.

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

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

Environmental Considerations:

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

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

Rationale for Recommendation: Eight companies submitted responsive bids in response to Invitation for Bid No. B113497015 (see Attachment 2). TruGreen LandCare is the lowest responsive and responsible bidder.

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

The approval of this project will support 3.66 jobs in the City of Sacramento based upon the model provided by the Federal Highway Administration (FHWA) of one new job for every \$35,000 of transportation project investment.

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

Background

In November, 2010, Invitation for Bid No. B113497015 was issued to procure streetscape maintenance services. Nine bidders responded to the solicitation. One of the nine bid proposals, Roush Landscape, was found to be non-responsive for failure to submit a complete bid and was rejected.

Based upon the results of that competitive solicitation, below, staff recommends award of a one-year non-professional agreement, with two optional extensions, to the lowest responsive and responsible bidder, TruGreen LandCare. The amount of the initial one-year purchase agreement will not exceed \$42,700. The total amount of the agreement, with two optional one-year extensions, will not exceed \$128,100.

NATOMAS GATEWAY STREETSCAPES BID EVALUATION

(Bid amounts represent the totals for the estimated quantities selected for evaluation purposes only.)

<u>Bid Item</u>	THOMPSON LANDSCAPE	TRUGREEN LANDCARE	ARBOR PLUS TREE SERVICES	EMPIRE LANDSCAPE
First Year	\$55,380.00	\$38,700.00	\$41,688.72	\$52,800.00
Second Year	\$55,380.00	\$38,700.00	\$41,688.72	\$52,800.00
Third Year	\$60,918.00	\$38,700.00	\$41,688.72	\$52,800.00
Repair Crew Rates	\$7,900.00	\$7,050.00	\$5,300.00	\$5,500.00
Bid Total	\$179,578.00	\$123,150.00	\$130,366.16	\$163,900.00
E/SBE 5% Pref	\$8,987.90	\$0.00	\$6,518.31	\$8,195.00
Prompt Pay Discount	\$0.00	\$0.00	\$0.00	\$8,195.00
Bid Evaluation Total	\$170,590.10	\$123,150.00	\$123,847.85	\$147,510.00

<u>Bid Item</u>	CALIFORNIA LANDSCAPE	QUALITY LANDSCAPE	VALLEY LANDSCAPE	GOLDEN OAKS LANDSCAPE
First Year	\$88,512.00	\$37,572.00	\$48,000.00	\$46,579.56
Second Year	\$88,512.00	\$41,352.00	\$48,000.00	\$47,511.36
Third Year	\$90,282.00	\$43,428.00	\$48,000.00	\$48,461.52
Repair Crew Rates	\$6,940.00	\$9,250.00	\$4,840.00	\$5,210.00
Bid Total	\$274,246.00	\$131,602.00	\$148,840.00	\$147,762.44
E/SBE 5% Pref	\$13,712.30	\$6,580.10	\$7,442.00	\$7,388.12
Prompt Pay Discount	\$0.00	\$0.00	\$7,442.00	\$2,955.25
Bid Evaluation Total	\$260,533.70	\$125,021.90	\$133,956.00	\$137,419.07

The total amount of the purchase agreement, with optional extensions, \$128,100, includes \$12,000 for additional maintenance and repairs not included in the agreement's scope of work. The amount is based upon the amount of additional work typically required to address damage caused by vandalism, pest infestations, unseasonably high or low temperatures, and other unforeseen causes.

RESOLUTION NO.



Adopted by the Sacramento City Council

CONTRACT: NATOMAS GATEWAY STREETSCAPES

BACKGROUND

- A. The City has an ongoing need to maintain the streetscapes along its transportation corridors.
- B. In November 2010, the City issued Invitation for Bid No. B113497015 for streetscape maintenance services, and nine bidders responded. TruGreen LandCare was determined to be the lowest responsive and responsible bidder in the formal competitive process.
- C. There is sufficient funding available in the operating budget to support the projected maintenance requirements for fiscal year 2010/11. Extensions of the contract in succeeding fiscal years shall be subject to funding availability in the adopted budgets for each fiscal year.

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

- Section 1. A contract is awarded to TruGreen LandCare for maintenance of the Natomas Gateway Streetscapes in an initial amount of \$42,700 for year one, with up to two one-year options for extension. The total amount of the contract, with optional extensions, will not exceed \$128,100 for the three-year period.
- Section 2. Exhibit A is incorporated into and made part of this Resolution.

Table of Contents:

Exhibit A - Agreement



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.

PROJECT #:
PROJECT NAME:
DEPARTMENT:
DIVISION:

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

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

("CONTRACTOR"), who agree as follows:

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

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

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing

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

- 5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
- 6. **Living Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements.
- 7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
- 8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
- 9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

ATTEST:

By: _____

City Clerk

Print name: _____

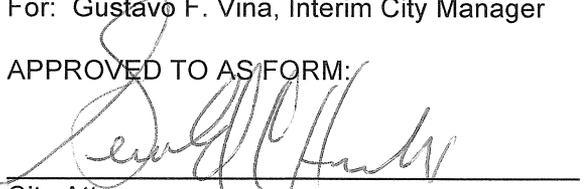
Attachments

Title: _____

For: Gustavo F. Vina, Interim City Manager

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

APPROVED TO AS FORM:



City Attorney

CONTRACTOR:

TRUGREEN LAND CARES

NAME OF FIRM

36-4313318

Federal I.D. No.

4562294

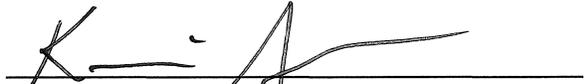
State I.D. No.

91879

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

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



Signature of Authorized Person

Kerin Arnett Branch Manager

Print Name and Title

Additional Signature (*if required*)

Print Name and Title

**DECLARATION OF COMPLIANCE
Living Wage Ordinance**

Name of Contractor: TRUGREEN LAND CARE

Address: 3213 FITZGERALD RD, RANCHO CORDOVA, CA 95742

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

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.
3. If the amount of this Contract is less than \$100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is \$100,000 or more.
4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.
5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the 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: 12-13-2010

Print name: Kevin Arnett
Title: Branch Manager

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: TRUGREEN LAND CARE

Address: 3213 FITZGERALD RD. RANCH CORDOVA, CA. 95742

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

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

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

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

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

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

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



Signature of Authorized Representative

12-13-2010
Date

Kevin Arnett
Print Name

Branch Manager
Title

EXHIBIT A
NONPROFESSIONAL SERVICES AGREEMENT
SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

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:

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.

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.

Attachment 1

EXHIBIT A
NONPROFESSIONAL SERVICES AGREEMENT
SCOPE OF SERVICES

SECTION II – CONTRACT DOCUMENTS

B. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS

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

GENERAL SPECIAL PROVISIONS

These Special Provisions apply to this Bid and to any resulting Contract/Agreement.

1. **General.** It is the City of Sacramento's intention to award a contract to the single lowest, technically capable, responsible, and responsive bidder. As a result of this Invitation for Bid anticipates awarding a firm, fixed-price Non-Professional service contract.
 - a. **Services.** Contractor shall provide to the City of Sacramento the services as described in the Maintenance Performance Schedule(s) contained herein in accordance with the specifications in the Landscape Maintenance Services General Specifications and Provisions (LS08-1). Contractor shall provide said services at the time, place, and in the manner specified. The Contractor shall not be compensated for services outside the scope of the services specified unless prior to the commencement of such services:
 - b. Contractor notifies the City that such service is deemed an additional service and Contractor estimates the additional compensation required for this activity; and
 - c. The City, after notice, approves, in writing, the additional service and amount of compensation therefore.
2. **Preparation of Bid Proposal.** Proposals must be submitted on the forms furnished by the City of Sacramento or on copies of those forms, and manually signed. The person signing the Proposal/Bid must initial each erasure or change appearing on any Proposal/Bid form. If the solicitation requires submission of a Proposal/Bid on all items, failure to do so may result in the Proposal/Bid being rejected without further consideration.
3. **The City of Sacramento's Rights, Options, and Policies.** The City reserves the right to postpone selection for its own convenience, to cancel this Invitation for Bid (IFB) at any time, and/or to reject any and all submissions without indicating any reason. Additionally, the City reserves the right to waive any error or omission in any bid received by the City.

The City also reserves the right to enter into additional contracts that are not subject to the terms of this IFB, for the same or similar product.

4. Fee Schedule/Manner of Payment.

- A. **Fees.** Fees shall be paid in conformance with the Price Schedule(s) submitted by Contractor in response to this Invitation for Bid and set forth herein.
- B. **Payment Terms.** Payment terms are net-30 unless Contractor offers a prompt payment discount at the time of invoicing. All prompt payment discounts, if taken, shall be computed from the date of completion of service, or from date of receipt of invoice, whichever is latest.
- C. **Invoicing.** Request for payment shall be sent to:
City of Sacramento
D.O.T. Streetscapes (Attn: Stephanie Fraser)
5730 24th Street, Bldg. 9
Sacramento, CA 95822

3. **Facilities and Equipment.** Contractor shall, at its sole cost and expense, furnish all facilities, labor, and equipment that may be required for furnishing services pursuant to this Agreement.
4. **Contract Pricing.** The Contractor's pricing shall be fully burdened, including all labor, materials, equipment, and incidental necessary for providing the services as described in the Landscape Maintenance Services General Specifications and Provisions.

The prices quoted to the City shall be as low as or lower than those charged the Contractor's most favored customers for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

5. **Inspection and Acceptance.** The City of Sacramento will not accept or make payment for any service(s) that have not been inspected and accepted by City of Sacramento personnel to ensure compliance with the contract's technical requirements.
6. **General Provisions.** The provisions set forth in Exhibit "B" of the Landscape Maintenance Services General Specifications and Provisions (LS08-1), which include insurance requirements, are part of this Agreement. In the event of any inconsistency between said provisions and any other terms or conditions of this Agreement, these provisions shall prevail.
7. **Contract Term.** The first contract term will be for a 12-month period, and may be extended for two additional 12-month periods. However, in no case shall the initial contract period, combined with any extension(s) exceed a total term in excess of three (3) years. The City reserves the right to renew the contract under the terms and conditions of the "Landscape Maintenance Services General Specifications and Provisions" currently being used by the City. Any Option Periods exercised will be at the sole discretion of the City.
8. **Purchase Order.** A Purchase Order will be issued to the Contractor awarded the Bid on behalf of the City organization(s) who will be ordering items/services covered in the contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th, a second purchase order may be issued.
 - a. A Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract, and any modification thereto.
 - b. Delivery of material and/or services is not to begin until receipt of the Purchase Order and/or other notification by the City of Sacramento representative.
9. **Price Adjustments.** No price changes are permitted during the first year of the contract. If the contract extends beyond one year, prices quoted may be subject to adjustment.
10. **Contract Intent.** Specifications contained herein are written with the intent to meet and comply with all requirements but the final certification to comply shall rest with the Contractor and not the City of Sacramento. Should requirements as specified not comply, the Contractor is required to refigure and revise the specification to meet all laws, rules, and regulations where it applies, and the City of Sacramento is to be notified thereof.
11. **Default by the Contractor.** In case of default by the Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby.

12. **Modification of Contract.** The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.

No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement from any person whatsoever shall in any manner or modify or otherwise affect the terms of this contract, including the requirements of the specifications.

13. **Cooperative Purchasing.** If mutually agreeable to both parties, the use of any resultant contract may be extended to other governmental agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other governmental agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other governmental agency.
14. **Drug-Free Workplace Policy.** The City of Sacramento is committed to providing a safe workplace for its employees and citizens alike. An essential part of this commitment is keeping the work environment free from drugs. In 1989, to assist in the achievement of this end, the City established a Drug-Free Workplace Policy.

As a contractor doing business with the City, it is expected that your firm will also implement a drug-free policy that informs your employees of the dangers and prohibition of drug abuse and that you will join with the City in maintaining a drug-free workplace. If, in the performance of work under this contract, any employee of the Contractor exhibits unacceptable behavior that may be related to use of drugs or alcohol, the City reserves the right to discuss the employee's behavior with the Contractor. If the unacceptable behavior persists, the City may require that the employee be removed from all work under this contract.

9. **Determination of Lowest Responsible Bidder.** In accordance with Sacramento City Code §3.56.020, determining whether a bidder is responsible, responsive, and technically capable the following considerations shall be given to: (A) The quality and performance of the services to be provided by the bidder; (B) The ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (C) The ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (D) The character, integrity, reputation, judgment, experience and efficiency of the bidder; (E) The quality of the bidder's performance on previous purchases by, or contracts with, the City.

Criteria that may be used in determining responsibility include, but is not limited to, the following: (A) A contractor's license held by your firm and/or any owner, officer, or partner of your firm can not have been revoked at anytime in the last 12 months; (B) Your firm can not have been debarred from bidding on, or completing any government agency landscape maintenance contract for any reason in the last 12 months; and (C) Your firm can not have received a "Failure to Comply" letter in the last 6 months.

A. SPECIAL PROVISIONS**ENVIRONMENTALLY PREFERABLE PROCUREMENT**

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

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

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

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

The City’s SPP Policy is available on line at:

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

AWARD of CONTRACT

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

NOTE:

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

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

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

LANDSCAPE PRACTICES FOR SUSTAINABILITY

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

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

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

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

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

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

MAINTENANCE PERFORMANCE SCHEDULE MINIMUM REQUIREMENTS

SITE NAME: NATOMAS GATEWAYS STREETSCAPES AREA SIZE: SQ. FT. 516,903 ACRES: 11.87
 LOCATION: **VARIOUS---SEE MAPS**

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	_X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECT. MEETING									
LAWN									
FERTILIZER							5X		CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL LANDSCAPE IN A HEALTHY GROWING CONDITION AND IN A NEAT AND ATTRACTIVE APPEARANCE THROUGHOUT THE YEAR TO THE SATISFACTION OF THE CITY.
AERATING							1X		GROUND COVER SUCH AS ROSEMARY OR JASMINE SHALL BE KEPT AT AN EVEN HEIGHT BY PRUNING NO LESS THAT (2) TIMES A YEAR.
RESEEDING									KEEP SHRUBS/VINES PRUNED BELOW TOP OF WALL & BACK--do not allow shrubs to smother other plants.
CHEMICAL EDGE									PRUNE ALL TREES EACH YEAR FOR STRUCTURE AND HEALTH OF SPECIES, UP TO A HEIGHT OF (14) FEET
MECH EDGE									KEEP TURF GREEN AND WEED FREE YEAR ROUND
GROUND COVER									TURF PRE-EMERGENT APPLICATIONS SHALL BE IN FEBRUARY AND MAY--TO CONTROL BROADLEAF AND CRABGRASS.
FERTILIZER									USE COOL SEASON FERTILIZER IN FEBRUARY AND OCTOBER. USE SLOW RELEASE COMPLETE FERTILIZER IN APRIL, JUNE AND SEPTEMBER
PRUNE							2-4x		INFORM CITY PRIOR TO APPLICATION OF ANY/ALL CHEMICALS
CULTIVATE									CONTRACTOR SHALL KEEP ALL HARDSCAPE AREAS WEED AND DEBRIS FREE
TREES									IT IS THE CONTRACTORS RESPONSIBILITY TO INSPECT EACH SITE WEEKLY TO ASSURE ALL WORK IS BEING DONE PER SPECIFICATIONS.
FERTILIZER							1X		
PRUNE							1-2X		
LEAF PICKUP									
WEED CONTROL									

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

MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS

SITE NAME: NATOMAS GATEWAYS STREETSCAPE PG 2 AREA SIZE: SQ. FT. ACRES:
 LOCATION:

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

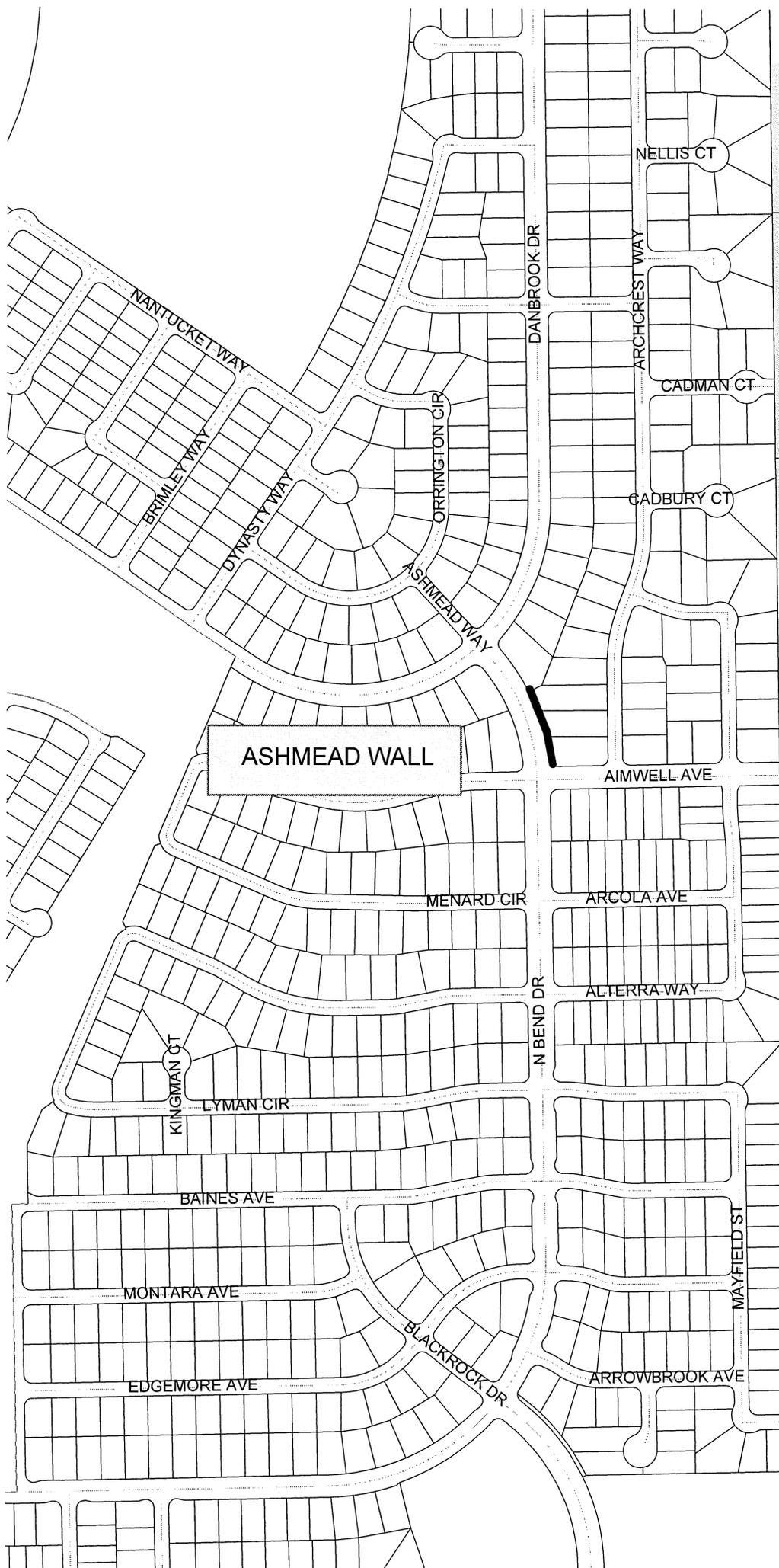
EACH TIME SITE IS SERVICED ALL LITTER / DEBRIS WILL BE REMOVED, TREES RESTAKED, POT HOLES FILLED & PEST / WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED & REPAIRED

MAINTENANCE PERFORMANCE SCHEDULE MINIMUM REQUIREMENTS

SITE NAME: ASHMEAD WALL AREA SIZE: SQ. FT. 4,897 ACRES: .11
 LOCATION: EAST WALL ON ASHMEAD WAY---SEE MAP

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

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

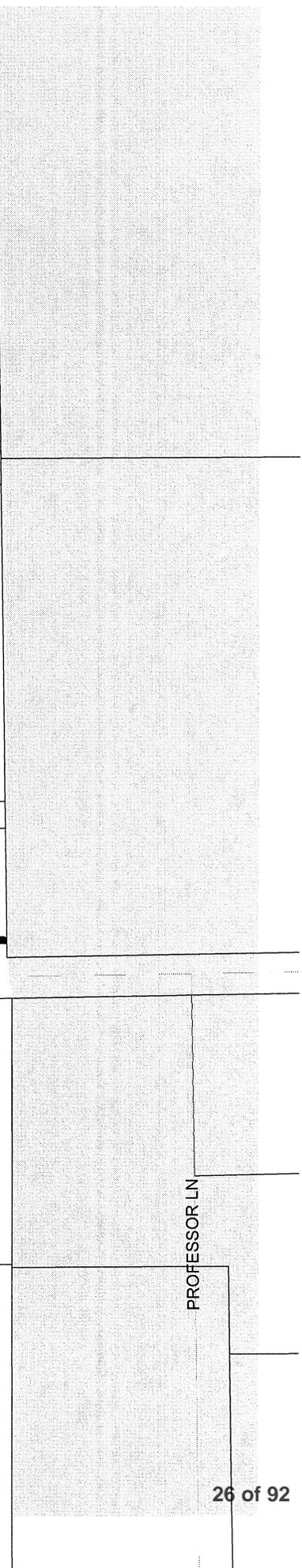
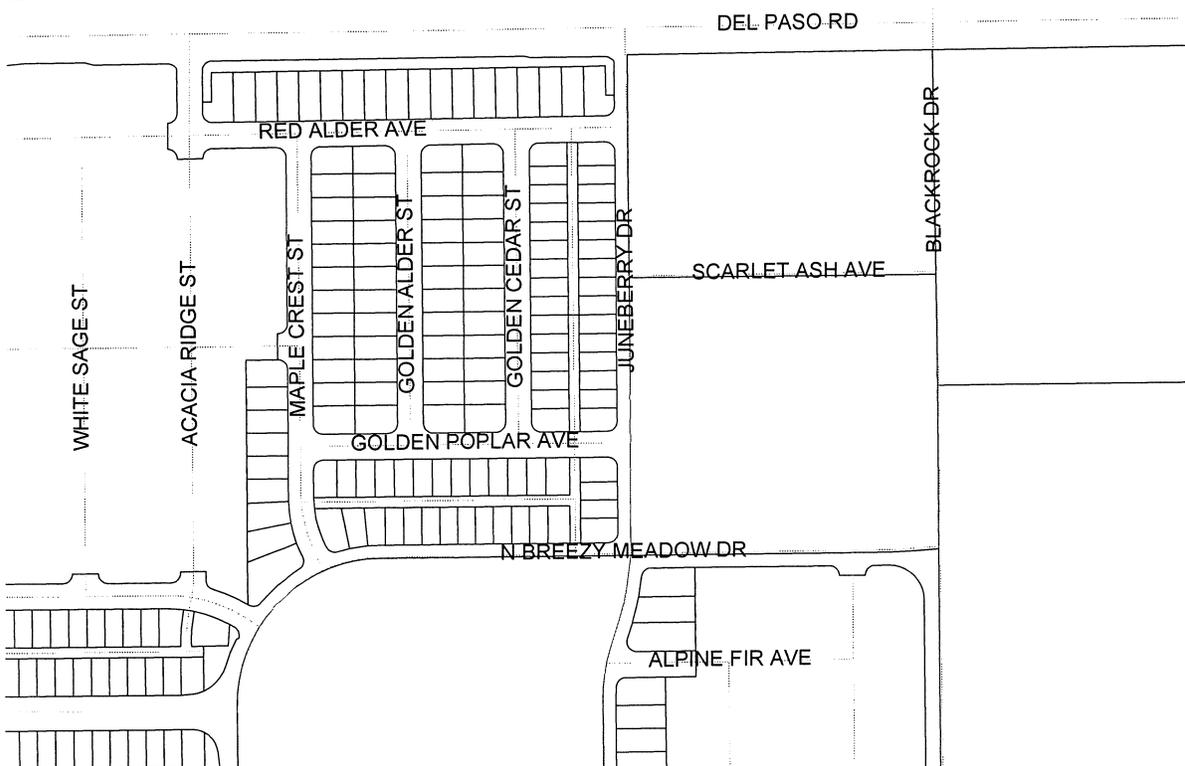


MAINTENANCE PERFORMANCE SCHEDULE MINIMUM REQUIREMENTS

SITE NAME: **BLACKROCK** AREA SIZE: SQ. FT. 162,916 ACRES: 3.74
 LOCATION: INCLUDES MEDIAN AND BOTH SIDES OF BLACKROCK DR. AND FRONTAGE ON DEL PASO RD.
 ----SEE MAP

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECT. MEETING									NARROW STREETS, MONITOR IRRIGATION SO AS NOT TO HAVE EXCESS WATER ON THE ROADS.
LAWN									
FERTILIZER									
AERATING									
RESEEDING									
CHEMICAL EDGE									
MECH EDGE									
GROUND COVER									
FERTILIZER									
WINTER MOW									
SHRUBS									
FERTILIZER									
PRUNE									
CULTIVATE									
TREES									
FERTILIZER									
PRUNE									
LEAF PICKUP									
WEED CONTROL									

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



MAINTENANCE PERFORMANCE SCHEDULE MINIMUM REQUIREMENTS

SITE NAME: **EAST DEL PASO RD. MEDIAN** AREA SIZE: **SQ. FT. 63,762** ACRES: **1.46**
 LOCATION: **EAST OF NATOMAS BLVD.**

	DAILY BI-WEEK WEEKLY 2X-MO. MTHLY QTRLY _X-YR. AS REQ.					COMMENTS
	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	
SITE SERVICED						
INSPECT. MEETING						KEEP DG ALGAE AND MOSS FREE
LAWN						
FERTILIZER						
AERATING						
RESEEDING						
CHEMICAL EDGE						
MECH EDGE						
GROUND COVER						
FERTILIZER						
WINTER MOW						
SHRUBS						
FERTILIZER						
PRUNE						
CULTIVATE						
TREES						
FERTILIZER						
PRUNE						
LEAF PICKUP						
WEED CONTROL						

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



EAST DEL PASO RD
MEDIANS page 1

DEL PASO RD

PARK PLACE DR

PARK PLACE SOUTH DR

TERRACINA DR

IVES AVE

FENMORE WAY

CREST DR

BAINES AVE

N BEND DR

ARCHES CIR

AVIATOR CIR

HAWKHAVEN WAY

CLAYTON WAY

ITASCA AVE

IVYCREST WAY

TAHOE VIEW CT

PINNACLES CIR

SABRE CT

GRAND CANYON CT

RED ALDER AVE

GOLDEN ELM ST

WHITE SAGE ST

ACACIA RIDGE ST

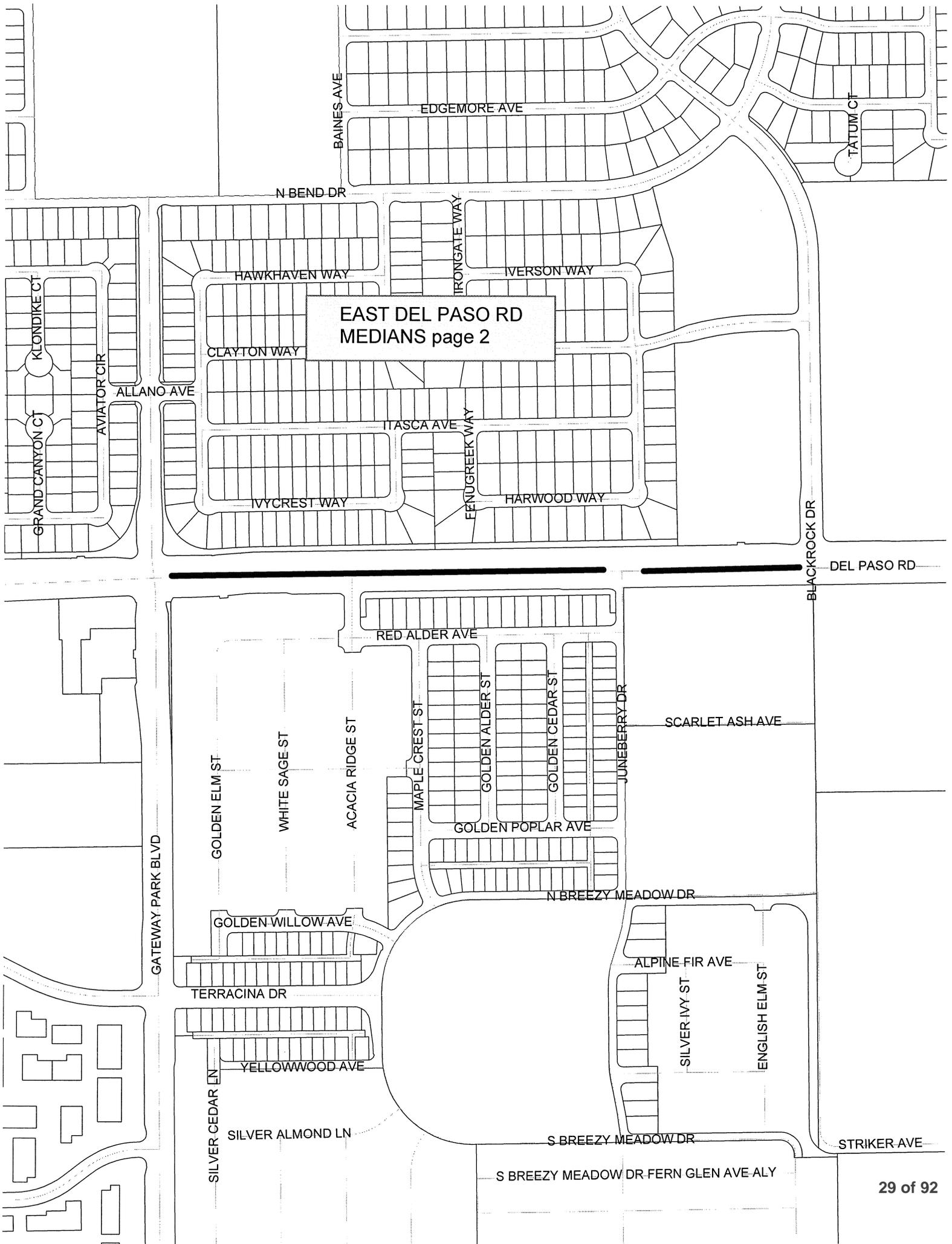
GOLDEN WILLOW AVE

TERRACINA DR

YELLOWWOOD AVE

GATEWAY PARK BLVD

SILVER ALMOND LN



BAINES AVE

EDGEMORE AVE

TATUM CT

N BEND DR

HAWKHAVEN WAY

IRONGATE WAY

IVERSON WAY

EAST DEL PASO RD
MEDIANS page 2

CLAYTON WAY

ALLANO AVE

ITASCA AVE

FENDGREEK WAY

IVYCREST WAY

HARWOOD WAY

BLACKROCK DR

DEL PASO RD

RED ALDER AVE

SCARLET ASH AVE

GOLDEN ELM ST

WHITE SAGE ST

ACACIA RIDGE ST

MAPLE CREST ST

GOLDEN ALDER ST

GOLDEN CEDAR ST

JUNE BERRY DR

GOLDEN POPLAR AVE

N BREEZY MEADOW DR

GOLDEN WILLOW AVE

ALPINE FIR AVE

TERRACINA DR

SILVER IVY ST

ENGLISH ELM ST

YELLOWWOOD AVE

SILVER CEDAR LN

SILVER ALMOND LN

S BREEZY MEADOW DR

STRIKER AVE

S BREEZY MEADOW DR-FERN GLEN AVE-ALY

MAINTENANCE PERFORMANCE SCHEDULE MINIMUM REQUIREMENTS

SITE NAME: **GATEWAY PARK BLVD** AREA SIZE: **SQ. FT.** ACRES: _____
 LOCATION: **NORTH SIDE WALL DEL PASO RD, EAST OF CANAL. INCLUDES MEDIAN AND BOTH SIDES OF GATEWAY PARK BLVD.**
SEE MAPS

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	_X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECT. MEETING									NARROW STREETS. MONITOR IRRIGATION SO AS NOT TO HAVE EXCESS WATER ON THE ROADS.
LAWN									
FERTILIZER									
AERATING									
RESEEDING									
CHEMICAL EDGE									
MECH EDGE									
GROUND COVER									
FERTILIZER									
WINTER MOW									
SHRUBS									
FERTILIZER									
PRUNE									
CULTIVATE									
TREES									
FERTILIZER									
PRUNE									
LEAF PICKUP									
WEED CONTROL									

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

MOONSTONE WAY

CONNOR CIR

BAINES AVE

IVES AVE

MONTARA AVE

FENMORE WAY

EDGEMORE AVE

CREST DR

N BEND DR

AVIATOR CIR

HAWKHAVEN WAY

IVERSON WAY

ARCHES CIR

CARVER CT

IRONGATE WAY

GATEWAY PARK BLVD

CLAYTON WAY

DEL PASO RD

RED ALDER AVE

GATEWAY PARK BLVD

GOLDEN ELM ST

WHITE SAGE ST

ACACIA RIDGE ST

MAPLE CREST ST

GOLDEN ALDER ST

GOLDEN CEDAR ST

JUNE BERRY DR

GOLDEN POPLAR AVE

N BREEZY MEADOW DR

GOLDEN WILLOW AVE

TERRACINA DR

MAINTENANCE PERFORMANCE SCHEDULE MINIMUM REQUIREMENTS

SITE NAME: SOUTH GATEWAY PARK MEDIAN AREA SIZE: SQ. FT. ACRES:
 LOCATION: MEDIAN ON GATEWAY PARK BLVD, SOUTH OF DEL PASO RD.

	DAILY BI-WEEK WEEKLY 2X-MO. MTHLY QTRLY X-YR. AS REQ.					COMMENTS			
	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY		QTRLY	X-YR.	AS REQ.
SITE SERVICED									SAFETY FIRST---ALWAYS USE YOUR ADVANCE WARNING SIGNS AND WEAR SAFETY VEST.
INSPECT. MEETING									
LAWN									
FERTILIZER									VOLES ARE A PROBLEM IN THIS AREA. CONTRACTOR IS RESPONSIBLE FOR NOTIFYING STREETSCAPES OF PESTS AND ANY DAMAGE CAUSED BY PESTS.
AERATING									
RESEEDING									
CHEMICAL EDGE									
MECH EDGE									
GROUND COVER									
FERTILIZER									
WINTER MOW									
SHRUBS									MAINTAIN DECOMPOSE GRANITE FOR A CLEAN APPEARANCE FROM WEEDS AND MOSS.
FERTILIZER									
PRUNE									
CULTIVATE									
TREES									
FERTILIZER									
PRUNE									
LEAF PICKUP									ADVANCE WARNING SIGNS AT EVERY INTERSECTION
WEED CONTROL									

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

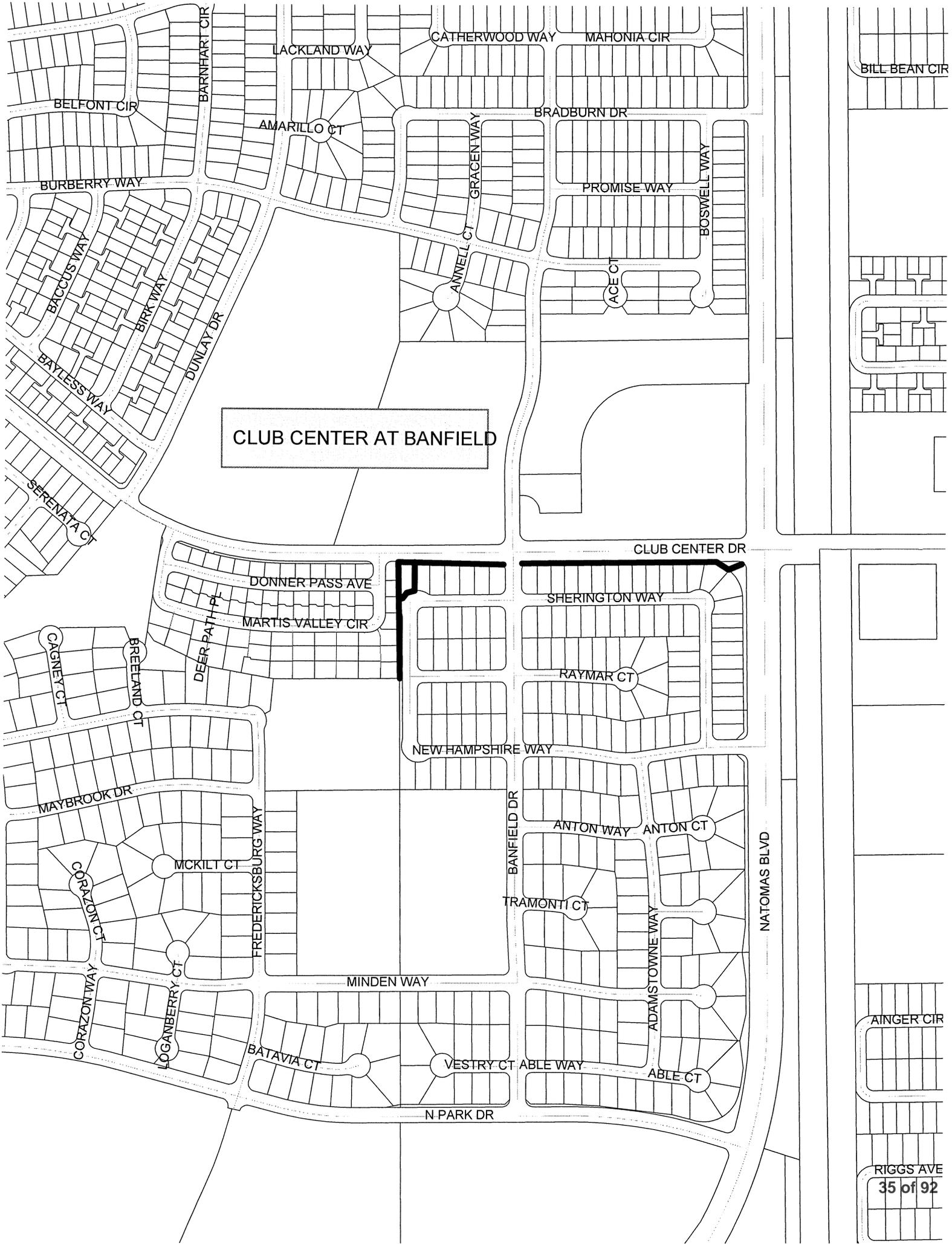


**MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS**

SITE NAME: CLUB CENTER @ BANFIELD AREA SIZE: SQ. FT. 15,652 ACRES: .4
 LOCATION: SOUTH SIDE OF CLUB CENTER FROM NATOMAS BLVD. WEST OF BANFIELD TO INSERT INTO THE NEIGHBORHOOD
 INSERT INTO NEW HAMSHIRE 1 BLOCK DOWN NEW HAMSHIRE WAY

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									SAFETY FIRST--USE ADVANCE WARNING SIGNS AND WEAR SAFETY VEST AT ALL TIMES
INSPECT. MEETING									
LAWN									
S FERTILIZER									KEEP SHRUBS AND GROUND COVER PRUNED BELOW MONUMENT SIGN LETTERS FOR VISIBILITY.
AERATING									
RESEEDING									SHRUBS AND GROUND COVER SHALL BE PRUNED EVENLY AND MAINTAINED AT A HEIGHT OF 2' FT.
CHEMICAL EDGE									
MECH EDGE									
GROUND COVER									
FERTILIZER									KEEP IVY PRUNED OFF COPPER SIGN AND ROCK MONUMENT PILLARS AND IVY SHALL BE KEPT NEAT
WINTER MOW									NOT ALLOWING IVY TO BECOME HEAVY TO AVOID IT FALLING OFF OF WALL
SHRUBS									
FERTILIZER									
PRUNE									
CULTIVATE									
TREES									
FERTILIZER									
PRUNE									
LEAF PICKUP									
WEED CONTROL									

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



CLUB CENTER AT BANFIELD

CLUB CENTER DR

**MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS**

SITE NAME: MID DEL PASO MEDIANS AREA SIZE: SQ. FT. 58,701 ACRES: 1.35
 LOCATION: ON DEL PASO RD, MEDIANS FROM CANAL, EAST OF NATOMAS BLVD TO TOWN CENTER DR.

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	_X-YR.	AS REQ.	COMMENTS
SITE SERVICED									SAFETY FIRST ---ALWAYS USE YOUR ADVANCE WARNING SIGNS AND WEAR SAFETY VEST AT ALL TIMES
INSPECT. MEETING									
LAWN									THIS IS THE GATEWAY INTO NORTH NATOMAS. IT SHOULD BE MAINTAINED IN A NEAT, HEALTHY AND WELL GROOMED APPEARANCE
FERTILIZER									
AERATING									
RESEEDING									
CHEMICAL EDGE									EACH ISLAND HAS A SOLAR CONTROLLER AND A BACKFLOW
MECH EDGE									
GROUND COVER									
FERTILIZER									
WINTER MOW									
SHRUBS									
FERTILIZER									
PRUNE									
CULTIVATE									
TREES									
FERTILIZER									
PRUNE									
LEAF PICKUP									
WEED CONTROL									

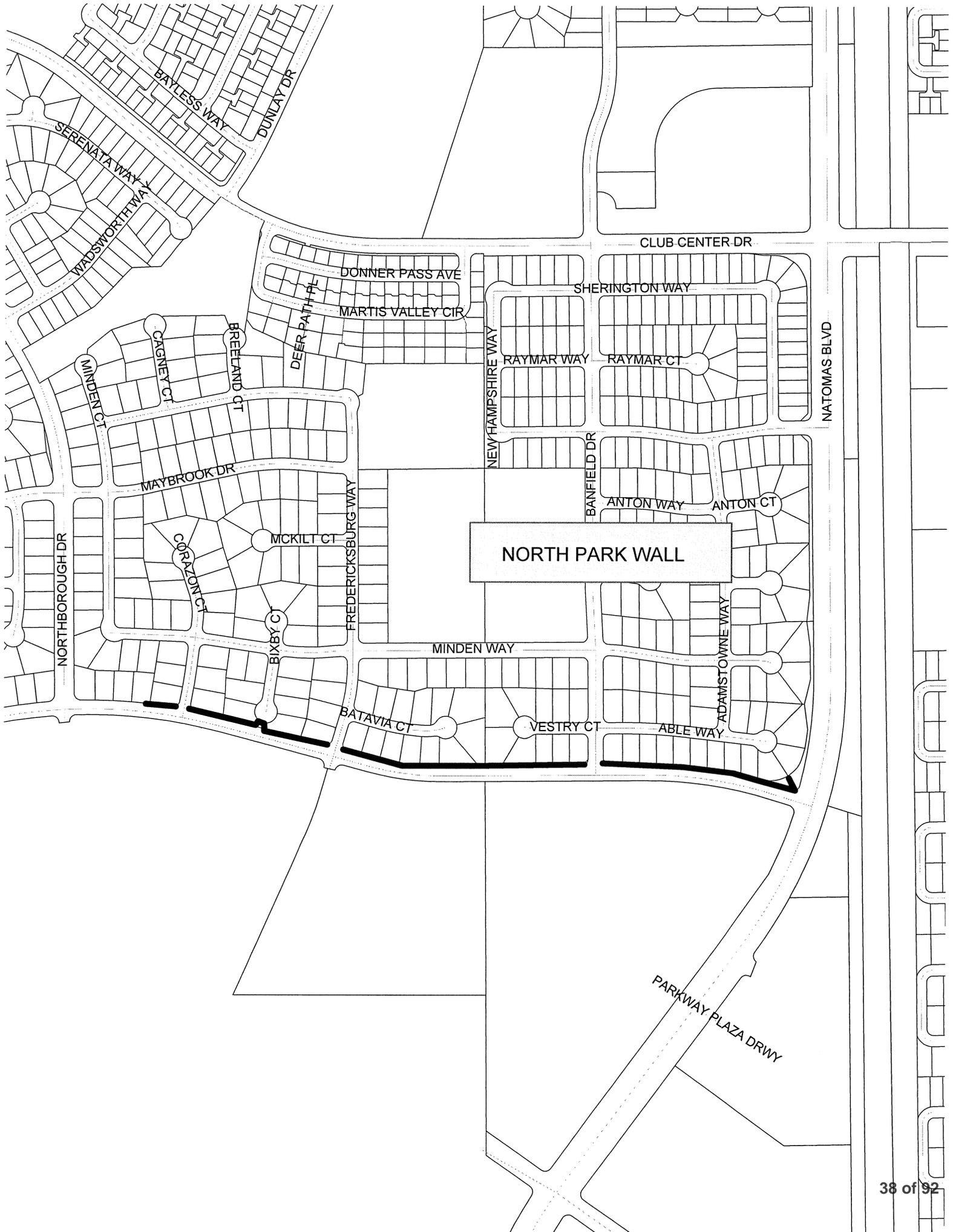
EACH TIME SITE IS SERVICED ALL LITTER / DEBRIS WILL BE REMOVED, TREES RESTAKED, POT HOLES FILLED & PEST / WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED & REPAIRED

**MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS**

SITE NAME: NORTH PARK WALL AREA SIZE: SQ. FT. 22,610 ACRES: .5
 LOCATION: NORTH SIDE OF N.PARK DR. WEST OF NATOMAS BLVD TO CORAZON COURT. INSERT INTO NEIGHBORHOOD

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECT. MEETING									
LAWN									
FERTILIZER									KEEP SHRUBS AND GROUND COVER PRUNE BELOW MONUMENT SIGN LETTERS FOR VISIBILITY
AERATING									
RESEEDING									
CHEMICAL EDGE									SHRUBS AND GROUND COVER SHALL BE PRUNED EVENLY AND MAINTAINED AT A HEIGHT OF 2' FT.
MECH EDGE									
GROUND COVER									
FERTILIZER									KEEP IVY PRUNED OFF COPPER SIGNS AT ROCK MONUMENT PILLARS
WINTER MOW									
SHRUBS									
FERTILIZER									
PRUNE									
CULTIVATE									
TREES									
FERTILIZER									
PRUNE									
LEAF PICKUP									
WEED CONTROL									

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



**MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS**

SITE NAME: **NATOMAS COTTAGES** AREA SIZE: SQ. FT. 4,312 ACRES: .15
 LOCATION: SO. SIDE OF CLUB CENTER, SOUNDWALL LANDSCAPE FROM PASEO TO PARK ENTRANCE
 INCLUDES THE PEDESTRIAN ENTRY IN THE SUB-DIVISION ON PASEO INTO THE PARK.

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECT. MEETING									This site is to be maintained in a clean, neat and healthy appearance.
LAWN									
FERTILIZER									
AERATING									
RESEEDING									
CHEMICAL EDGE									
MECH EDGE									
GROUND COVER									
FERTILIZER									This includes the landscaped walkway from Paseo to the park. There is a one station solar LEIT controller.
WINTER MOW									
SHRUBS									
FERTILIZER									
PRUNE									
CULTIVATE									
TREES									
FERTILIZER									
PRUNE									
LEAF PICKUP									
WEED CONTROL									

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



NATOMAS COTTAGES

MAINTENANCE PERFORMANCE SCHEDULE MINIMUM REQUIREMENTS

SITE NAME: NATOMAS BLVD SOUNDWALL AREA SIZE: SQ. FT. 40,590 ACRES: .9
 LOCATION: WEST SIDE OF NATOMAS BLVD, FROM NORTH PARK DR. TO CLUB CENTER DR., LANDSCAPE AND TURF WALL AREA

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	_X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECT. MEETING									
LAWN									
FERTILIZER									KEEP SHRUBS PRUNE DOWN JUST BELOW SOUND
AERATING									WALL AND ALL SHRUBS SHALL BE PRUNED
RESEEDING									AT THE SAME TIME FOR A NEAT APPEARANCE
CHEMICAL EDGE									
MECH EDGE									
GROUND COVER									
FERTILIZER									
WINTER MOW									
SHRUBS									
FERTILIZER									
PRUNE									
CULTIVATE									
TREES									
FERTILIZER									
PRUNE									
LEAF PICKUP									
WEED CONTROL									

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



NATOMAS SOUNDWALL

DONNER PASS AVE

MARTIS VALLEY CIR

SHERINGTON WAY

NEW HAMPSHIRE WAY

ANTON WAY

ANTON CT

TRAMONTI CT

ADAMSTOWNE WAY

ABLE WAY

VESTRY CT

N PARK DR

MINDEN WAY

BATAVIA CT

NATOMAS BLVD

NATALINO CIR

CLUB CENTER DR

DANBROOK DR

KANE AVE

CREST DR

AINGER CIR

RIGGS AVE

BLACKRIDGE AVE

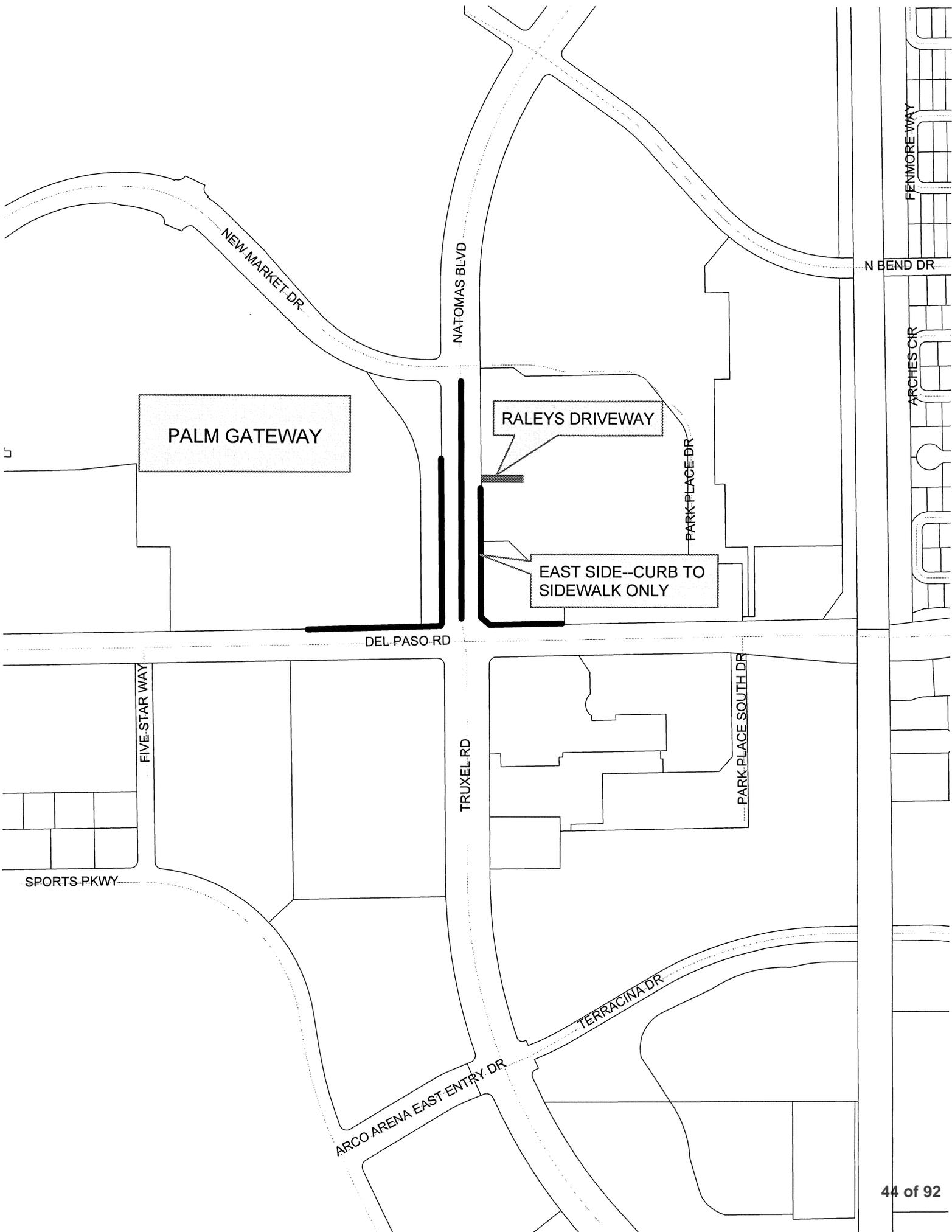
MOONSTONE WAY

**MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS**

SITE NAME: **PALM GATEWAY** AREA SIZE: **SQ. FT. 73,371** ACRES: **1.9**
 LOCATION: **BOTH SIDES OF STREET ON NATOMAS BLVD AT DEL PASO RD---INCLUDES THE MEDIAN.
 EAST SIDE, FROM RALEY MARKET DRIVEWAY, CURB TO SIDEWALK ONLY, NO BACK OF WALK ON EAST SIDE. SEE MAP.**

	DAILY	BI-WEEK WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED								SAFETY FIRST ---ALWAYS USE YOUR ADVANCE WARNING SIGNS AND WEAR SAFETY VEST AT ALL TIMES
INSPECT. MEETING								
LAWN								
FERTILIZER								THIS IS THE GATEWAY INTO NORTH NATOMAS. IT SHOULD BE MAINTAINED IN A NEAT, HEALTHY AND WELL GROOMED APPEARANCE
AERATING								
RESEEDING								
CHEMICAL EDGE								PRUNING PALM TREES IS NOT CONTRACTORS RESPONSIBILITY, ONLY IRRIGATION.
MECH EDGE								
GROUND COVER								
FERTILIZER								VOLES ARE A PROBLEM IN THIS AREA, IT IS THE CONTRACTORS RESPONSIBILITY FOR NOTIFYING STREETSCAPE OFFICE OF VISIBLE PESTS AND ANY DAMAGE CAUSED BY PESTS.
WINTER MOW								
SHRUBS								
FERTILIZER								KEEP ALL SHRUBS AND GROUND COVER PRUNED FOR VISIBILITY IN FRONT OF MONUMENT SIGNS AND FOR A NEAT WELL MAINTAINED APPEARANCE
PRUNE								
CULTIVATE								
TREES								
FERTILIZER								AGGRESSIVE WEED CONTROL, A LOT OF SUCKER GROWTH FROM TREES.
PRUNE								MAINTAIN A 2' FIRE BREAK ON WEST SIDE NEAR FIELD
LEAF PICKUP								WEEKLY PICK UP OF PALM FRONDS, LEAVES AND DEBRIS.
WEED CONTROL								

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



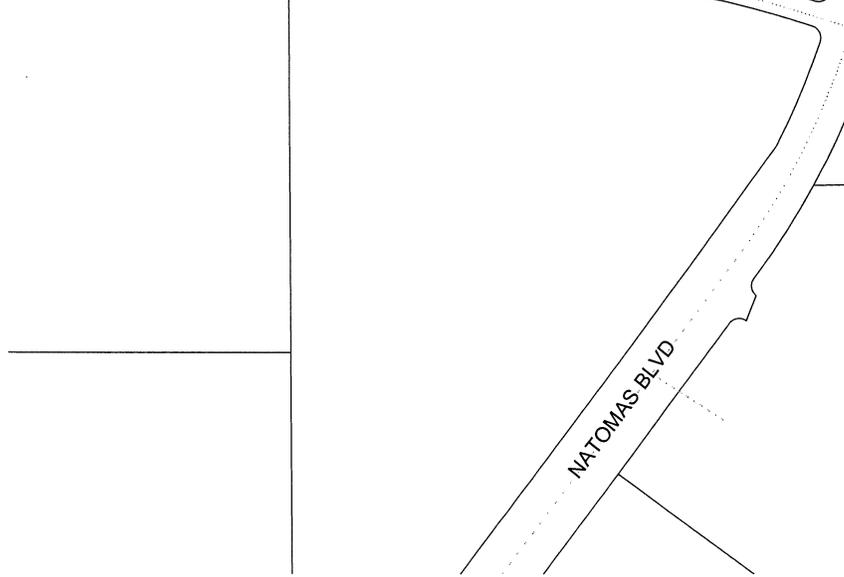
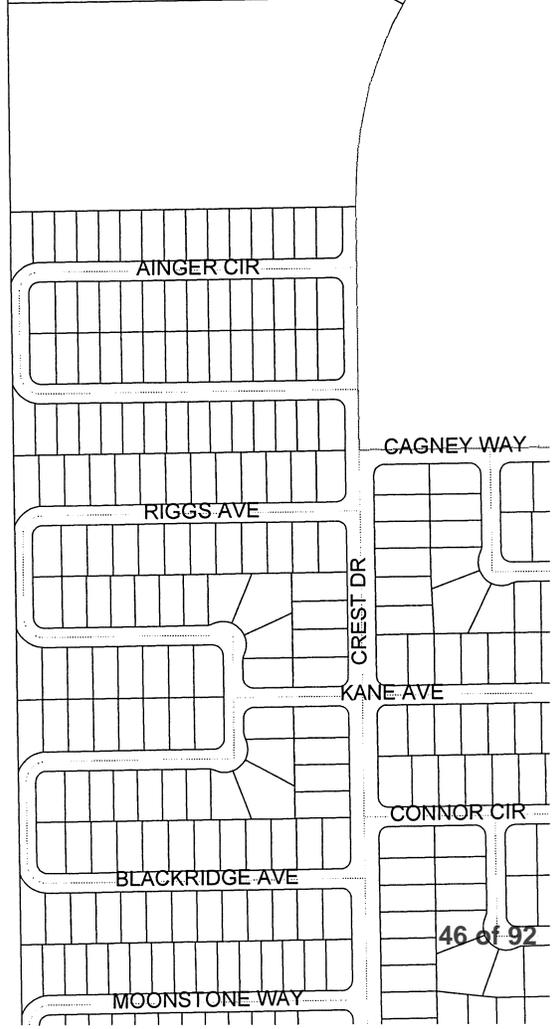
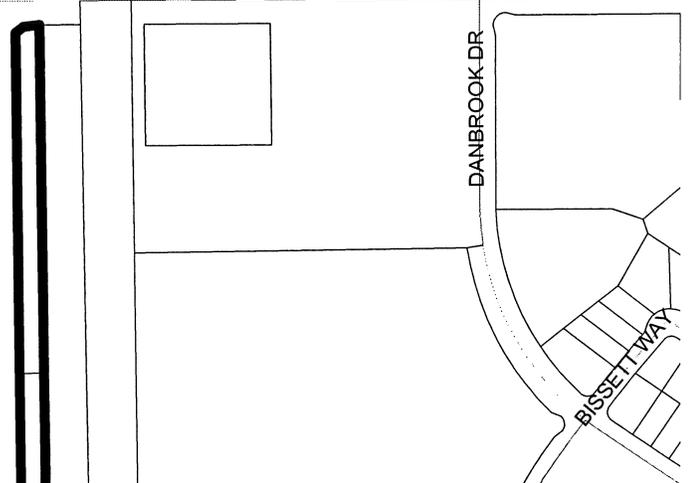
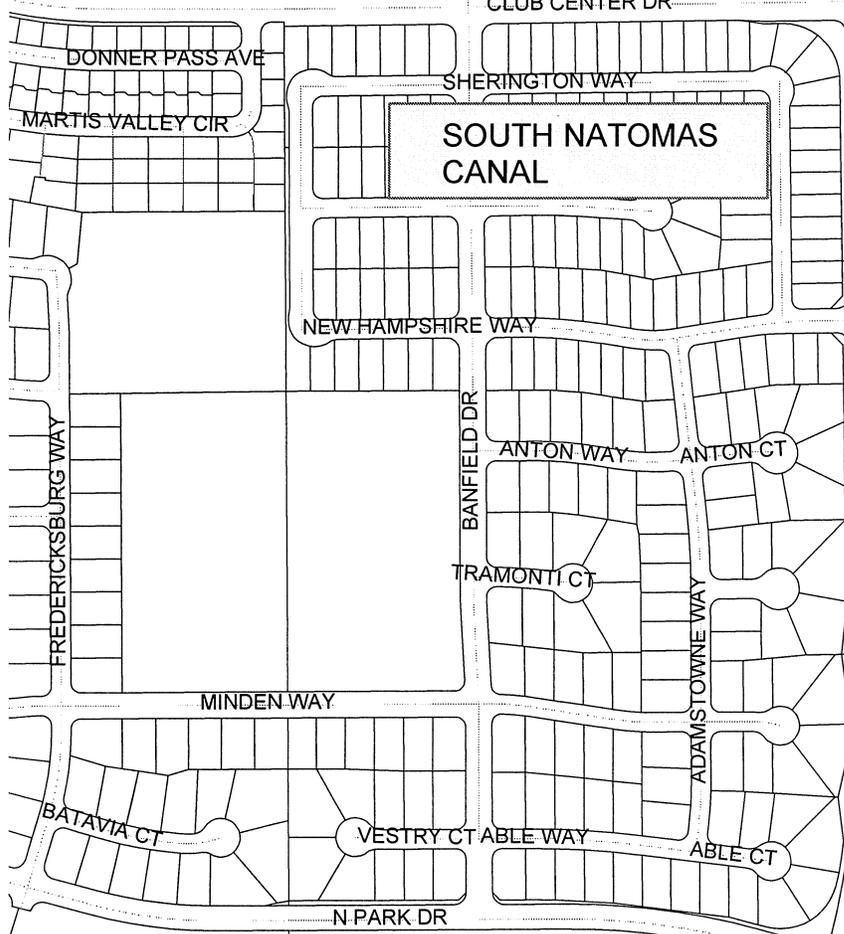
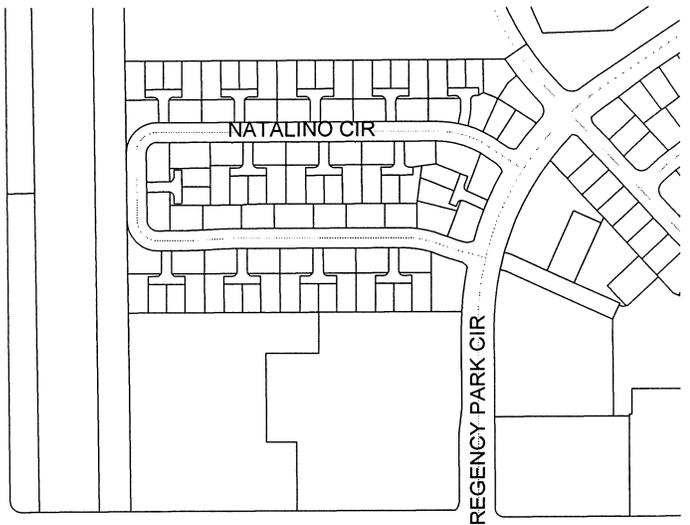
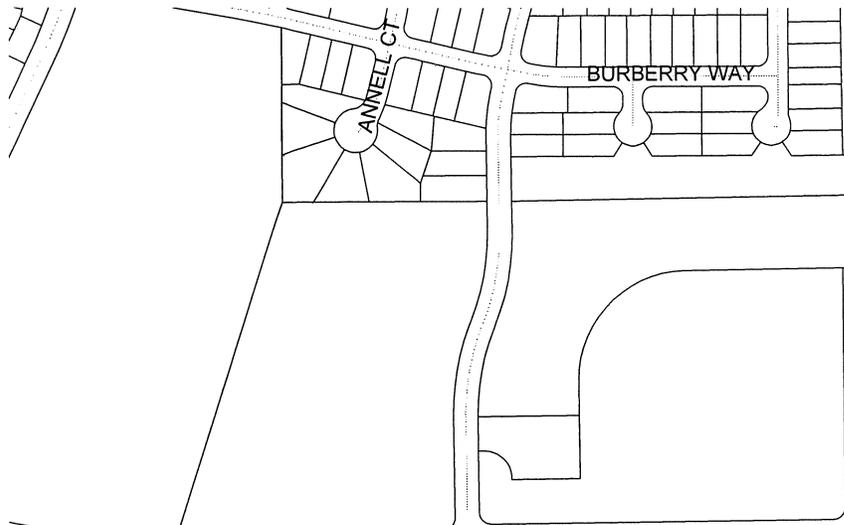
**MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS**

SITE NAME: MID NATOMAS BLVD. CANAL AREA SIZE: SQ. FT. 81,156 ACRES: 1.9

LOCATION: EAST SIDE OF NATOMAS BLVD. FROM NORTH PARK DR. TO CLUB CENTER DR.

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECT. MEETING									
LAWN									
FERTILIZER									MAINTAIN A 1' FT. CLEARANCE AROUND POST AND
AERATING									CABLE. SLOPE IS NON IRRIGATED HYDROSEEDED
RESEEDING									GRASS MIX. IT IS TO BE MAINTAINED BROADLEAF FREE
CHEMICAL EDGE									MOW THIS NATIVE GRASS UP TO TWO TIMES PER YR.
MECH EDGE									AS A FIRE PREVENTION MEASURE.
GROUND COVER									
FERTILIZER									DECOMPOSE GRANITE IS TO BE MAINTAINED WEEKLY
WINTER MOW									KEEPING IT CLEAN OF WEEDS, MOSS AND LITTER
SHRUBS									
FERTILIZER									PRE-EMERGENTS (BROADLEAF CONTROL) AND
PRUNE									FERTILIZER IN FALL AND SPRING
CULTIVATE									
TREES									
FERTILIZER									
PRUNE									
LEAF PICKUP									
WEED CONTROL									

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



MAINTENANCE PERFORMANCE SCHEDULE MINIMUM REQUIREMENTS

SITE NAME: SOUTH NATOMAS MEDIAN AREA SIZE: SQ. FT. 62,743 ACRES: 1.44
 LOCATION: MEDIAN ON NATOMAS BLVD. BETWEEN MEW MARKET DR AND CLUB CENTER DR.

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	_X-YR.	AS REQ.	COMMENTS
SITE SERVICED									SAFETY FIRST---ALWAYS USE YOUR ADVANCE WARNING SIGNS AND WEAR SAFETY VEST.
INSPECT. MEETING									
LAWN									VOLES ARE A PROBLEM IN THIS AREA. CONTRACTOR IS RESPONSIBLE FOR NOTIFYING STREETSCAPES OF PESTS AND ANY DAMAGE CAUSED BY PESTS.
FERTILIZER									
AERATING									
RESEEDING									
CHEMICAL EDGE									PRUNE HEMOCALIS WHEN FLOWER STALKS DIE OFF FOR A NEAT APPEARANCE.
MECH EDGE									
GROUND COVER									MAINTAIN DECOMPOSE GRANITE FOR A CLEAN APPEARANCE FROM WEEDS AND MOSS.
FERTILIZER									
WINTER MOW									
SHRUBS									
FERTILIZER									
PRUNE									
CULTIVATE									
TREES									
FERTILIZER									
PRUNE									
LEAF PICKUP									ADVANCE WARNING SIGNS AT EVERY INTERSECTION
WEED CONTROL									

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



SOUTH NATOMAS
BLVD MEDIANS
Club Center to New Market Dr.



NEW MARKET DR

TOWN CENTER DR

VIA INGEGRIA ST

MID DEL PASO MEDIANS
page 1

PARK PLACE DR

NATOMAS BLVD

DEL PASO RD

FIVE STAR WAY

SPORTS PKWY

TRUXEL RD

ARCO ARENA EAST ENTRY DR



MID DEL PASO MEDIANS
page 2

MAINTENANCE PERFORMANCE SCHEDULE MINIMUM REQUIREMENTS

SITE NAME: **VIA FRONTAGE**

AREA SIZE: SQ. FT. ACRES:

LOCATION: ON THE NORTH SIDE OF DEL PASO RD AND RUNS UP THE WEST SIDE OF VIA INGOGLIA ST. SEE MAP

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	_X-YR.	AS REQ.	COMMENTS
SITE SERVICED									SAFETY FIRST---ALWAYS USE YOUR ADVANCE WARNING SIGNS AND WEAR SAFETY VEST.
INSPECT. MEETING									
LAWN									
FERTILIZER									VOLES ARE A PROBLEM IN THIS AREA. CONTRACTOR
AERATING									IS RESPONSIBLE FOR NOTIFYING STREETSCAPES
RESEEDING									OF PESTS AND ANY DAMAGE CAUSED BY PESTS.
CHEMICAL EDGE									
MECH EDGE									
GROUND COVER									
FERTILIZER									
WINTER MOW									
SHRUBS									
FERTILIZER									
PRUNE									
CULTIVATE									
TREES									
FERTILIZER									
PRUNE									
LEAF PICKUP									ADVANCE WARNING SIGNS AT EVERY INTERSECTION
WEED CONTROL									

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



NEW MARKET DR

VIA FRONTAGE

TOWN CENTER DR

VIA INGEGRIA ST

NATOMAS BLVD

DEL PASO RD

FIVE STAR WAY

TRUXEL RD

SPORTS PKWY

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 \$_____.
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:

Attn: _____

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

Attachment 1

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE / MANNER OF PAYMENT

G. PRICING SCHEDULE

AND

REPAIR CREW RATES

CITY OF SACRAMENTO
LANDSCAPE MAINTENANCE PRICING SCHEDULE FOR AREA:
NATOMAS GATEWAYS STREETSCAPES

PAGE 1 OF 2

This bid is for all FOURTEEN (14) sites. All items 1-14 must be bid, and all columns must be completed for the bid to be considered responsive.

This contract is for one (1) year with the option to extend for two (2) optional years. The City reserves the right to add or delete locations from this bid.

ITEM	LOCATION	1st-YEAR BID		2nd-YEAR		3rd YEAR	
		MONTHLY	YEARLY	MONTHLY	YEARLY	MONTHLY	YEARLY
1	ASHMEAD WALL (4,897 sq)	\$ 95.00	\$ 1140.00	\$ 95.00	\$ 1140.00	\$ 95.00	\$ 1140.00
2	BLACKROCK (sq combined with Gateway Park)	\$ 205.00	\$ 2460.00	\$ 205.00	\$ 2460.00	\$ 205.00	\$ 2460.00
3	CLUB CENTER AT BANFIELD (15,652 sq)	\$ 90.00	\$ 1080.00	\$ 90.00	\$ 1080.00	\$ 90.00	\$ 1080.00
4	EAST DEL PASO MEDIANS (sq combined with Gateway Park)	\$ 300.00	\$ 3600.00	\$ 300.00	\$ 3600.00	\$ 300.00	\$ 3600.00
5	GATEWAY PARK BLVD (162,916 sq)	\$ 595.00	\$ 7140.00	\$ 595.00	\$ 7140.00	\$ 595.00	\$ 7140.00
6	MID DEL PASO MEDIANS (58,701 sq)	\$ 320.00	\$ 3840.00	\$ 320.00	\$ 3840.00	\$ 320.00	\$ 3840.00
7	NATOMAS COTTAGES (4,312 sq)	\$ 65.00	\$ 780.00	\$ 65.00	\$ 780.00	\$ 65.00	\$ 780.00
8	NATOMAS SOUNDWALL (40,590 sq)	\$ 305.00	\$ 3660.00	\$ 305.00	\$ 3660.00	\$ 305.00	\$ 3660.00
9	NORTH PARK WALL (22,610 sq)	\$ 135.00	\$ 1620.00	\$ 135.00	\$ 1620.00	\$ 135.00	\$ 1620.00
10	PALM GATEWAY (73,371 sq)	\$ 405.00	\$ 4860.00	\$ 405.00	\$ 4860.00	\$ 405.00	\$ 4860.00
PAGE 1 SUBTOTAL		\$ 2515.00	\$ 30180.00	\$ 2515.00	\$ 30180.00	\$ 2515.00	\$ 30180.00

DATE: 11/30/10 COMPANY: Tru Green Land Care SIGNATURE: 

CITY OF SACRAMENTO

PAGE 2 OF 2

LANDSCAPE MAINTENANCE PRICING SCHEDULE FOR AREA:

NATOMAS GATEWAY STREETSCAPES

This bid is for all SIXTEEN (16) sites. All items 1-16 must be bid, and all columns must be completed for the bid to be considered responsive.

This contract is for one (1) year with the option to extend for two (2) optional years. The City reserves the right to add or delete locations from this bid.

I T E M	LOCATION	1st-YEAR BID		2nd-YEAR		3rd YEAR	
		MONTHLY	YEARLY	MONTHLY	YEARLY	MONTHLY	YEARLY
SUB-TOTALS FROM PAGE 1		\$ 2,515.00	\$ 30,180.00	\$ 2,515.00	\$ 30,180.00	\$ 2,515.00	\$ 30,180.00
11	SOUTH NATOMAS CANAL (81,156 sq)	\$ 270.00	\$ 3240.00	\$ 270.00	\$ 3240.00	\$ 270.00	\$ 3240.00
12	SOUTH NATOMAS BULD MEDIANS (44,248 sq)	\$ 280.00	\$ 3360.00	\$ 280.00	\$ 3360.00	\$ 280.00	\$ 3360.00
13	SOUTH GATEWAY PARK MEDIUM	\$ 65.00	\$ 780.00	\$ 65.00	\$ 780.00	\$ 65.00	\$ 780.00
14	VIA FRONTAGE (8,450 sq)	\$ 95.00	\$ 1140.00	\$ 95.00	\$ 1140.00	\$ 95.00	\$ 1140.00
15		\$	\$	\$	\$	\$	\$
16		\$	\$	\$	\$	\$	\$
TOTALS		\$ 3,225.00	\$ 38,700.00	\$ 3,225.00	\$ 38,700.00	\$ 3,225.00	\$ 38,700.00

ALL SQ. FT AMOUNTS ARE APPROXIMATE

COMBINED YEARLY TOTAL FROM ALL THREE YEARS \$ 116,100.00

THE REPAIR CREW RATES TOTAL \$ 7,050.00

THREE YEAR TOTAL \$ 123,150.00

DATE: 11/30/10

COMPANY: Tru Green Land Care

SIGNATURE: 

City of Sacramento
REPAIR CREW RATES

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

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

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

80 hours x General Gardening Crew rate (ITEM # 1) = \$ 2800
 50 hours x Specialty Irrigation Rate (ITEM # 2) = \$ 2500
 \$7,000 x Percentage Markup (ITEM # 4) = \$ 1750 AMOUNT OF MARK UP ONLY
 (TOTAL) \$ 7050

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

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

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

Provide general gardening services, as required, i.e. plant and tree hour replacement, special cleanups, pruning. \$ 35 per hour

ITEM # 2 - SPECIALTY IRRIGATION RATE IRRIGATION TECHNICIAN

Provide irrigation repair for valves, solenoids, controllers, lateral and main line breaks and sprinkler replacement. If a helper is required, one half of the General Gardening crew rate will be used. \$ 50 per hour

ITEM # 3 - PORTAL TO PORTAL CALLS

Emergency service calls during regular operating hours, Mon. - Fri. from 7 a. m. to 4 p. m., other than same day Contractor is regularly scheduled to be on the job site. RATE IS TO NOT EXCEED 1 AND 1/2 TIMES TECHNICIAN RATE \$ 70 per call

ITEM # 4 - PERCENT OF MARKUP ON MATERIALS

Percentage increase over the best/lowest cost, including Contractor discounts, paid by Contractor for materials approved for replacement or installation. 25 %
 PERCENTAGE MARKUP SHALL NOT BE USED FOR DUMP FEES, EQUIPMENT RENTALS OR ANY OTHER NON-MATERIAL ITEMS.

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

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

NATOMAS GATEWAYS STREETSCAPES

BID NO. B113497015

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento? Yes; or No

If the answer to Question above is "Yes":

a) Provide the address of the bidder's fixed offices or locally taxable distribution point(s):

Specify: fixed office location or distribution point(s): _____

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: _____

3. DELIVERY GUARANTEE

Contractor guarantees delivery within 30 days after receipt of order (ARO).

4. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [] or No (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

**EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT**

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

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

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

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

7. CONTRACTOR Information.

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

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

8. Standard of Performance. CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services 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:

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

F. Subcontractors

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

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

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases

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

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

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

^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.

The minimum compensation required is as follows:

- (1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
 - (a) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
 - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

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

Notification to Covered Employees

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

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

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

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

Subcontractor Compliance

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

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

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

No Reduction in Non-Wage Benefits

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

No Retaliation

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

No Reduction in Collective-Bargaining Wage Rates

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

Violations and Monitoring

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

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

Declaration of Compliance

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

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

Additional Information

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

EXHIBIT F

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

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

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

Attachment B



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

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

The included employee benefits are:

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

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

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th St. Bldg. 1
Sacramento, CA 95822
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

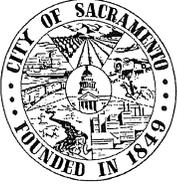
Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

Tru Green Landcare



CITY OF SACRAMENTO

STREET SERVICES DIVISION

Bid Number: B113497015

INVITATION FOR BID And Contract Specifications

DID BOND OCCUR?
 Properly Signed Improperly Signed
 Not Included Not Required
 Type of Deposit
 Bid Bond Cashier/Certified Check
 Other _____ Initial: VE
Did Bond Security

FOR: NATOMAS GATEWAYS STREETSCAPES

Bids Must Be Received Prior To 2:00 P.M. on December 1, 2010

Bids Must Be Submitted To: City Clerk's Office
P.O. Box 122391
Sacramento, CA 95812-2391

Pre-Bid Conference:
Mandatory: [] Yes _____
 [] No _____

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:
(Bidder to complete the following information)

Name of Bidder: Tru Green Land Care

Address: 3213 Fitzgerald Rd.

City, State, Zip Code: Rancho Cordova, CA 95742

Phone Number: (916) 635-0936

Email Address: loganagee@landcare.com

SECTION III – REQUIREMENTS

H. BID SIGNATURE PAGE

BID NO. B113497015

FOR SERVICES/SUPPLIES: Natomas Gateways Streetscapes

To the City of Sacramento:

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

CONTRACT DOCUMENTS

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

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Tru Green Land Care

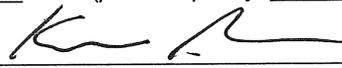
ADDRESS: 3213 Fitzgerald Rd, Rancho Cordova, CA 95742

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

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

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

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

BY: (signature of authorized person) 

PRINT NAME: Kevin Arnett

TITLE: Branch Manager

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

**A. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL
BIDDER PRIOR TO START OF CONTRACT**

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500

SECTION III – BIDDER RESPONSE DOCUMENTS

B. BID GUARANTEE N/A

C. PERFORMANCE BOND N/A

D. PAYMENT BOND N/A

F. ITEMS REQUIRING BIDDER RESPONSE

NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.

1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Procurement Division, at (916) 808-6747.

A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

- YES** – Our firm is certified by the City of Sacramento as a small business enterprise.
- NO** -Our firm submitting is not certified by the City of Sacramento as a small business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number
_____.

B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

- YES** - Our firm is certified by the City of Sacramento as an emerging business enterprise.
- NO** - Our firm is not certified by the City of Sacramento as an emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number:
_____.

2. LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

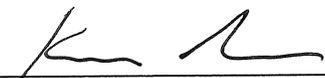
SECTION III – BIDDER RESPONSE DOCUMENTS

I. Landscape Maintenance Contractors Licenses, Certificates and Registration Requirements

Contractor represents and warrants to the City of Sacramento that the following licenses, certificates and registrations are currently in force. The Contractor who is awarded the bid shall provide upon request photocopies of the documents listed below. All said documents will remain in force during the term of the resulting agreement with the City; failure to maintain will result in suspension or possibly termination of contract.

<u>LICENSES/CERTIFICATES/REGISTRATION</u>	<u>DOCUMENT #</u>	<u>EXPIRATION DATE</u>
<input type="checkbox"/> FEDERAL ID #	<u>36-43133/8</u>	<u>-</u>
<input type="checkbox"/> STATE ID #	<u>45622974</u>	<u>-</u>
<input type="checkbox"/> STATE OF CALIFORNIA C27 LICENSE	<u>774548</u>	<u>2/29/12</u>
<input type="checkbox"/> CITY OF SACRAMENTO BUSINESS OPERATIONS TAX CERTIFICATE	<u>91879</u>	<u>12/31/10</u>
<input type="checkbox"/> STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS LICENSE	<u>31979</u>	<u>12/31/11</u>
<input type="checkbox"/> STATE OF CALIFORNIA APPLICATOR		
< LICENSE		
< OR	<u>108469</u>	<u>12/31/10</u>
< CERTIFICATE		
<input type="checkbox"/> STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS COUNTY REGISTRATION	<u>48789</u>	<u>12/31/10</u>

I DECLARE UNDER PENALTY OF PERJURY, THAT THE FOREGOING IS TRUE AND CORRECT:

CONTRACTOR: 
 PRINT NAME: Kevin Arnett
 TITLE: Branch Manager
 DATE: 11/30/10

Tru Green Land Care
 NAME OF FIRM
3213 Fitzgerald Rd. Rancho Cordova, CA
 ADDRESS

J. CERTIFICATION OF ENVIRONMENTALLY PREFERABLE PRODUCTS

The Contractor, by accepting this contract, agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications provided in this solicitation, and/or Purchase Order, in support of its Sustainable purchasing (SP) initiative.

The Contractor, by accepting this contract, agrees that its products and services do not contain any prohibited items, ingredients or components delineated in the City of Sacramento Landscape Maintenance Specifications and Provisions, referred to as LS10.

The City of Sacramento may terminate this contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the SP attributes required under this contract.

Certification

I, Kevin Arnett (name of certifier), as the officer or employee responsible for the performance of this contract, hereby certify that the deliverables associated with this contract meet the minimum SP/EPP attributes outlined in the Purchase order, solicitation's specifications and TruGreen LandCare's bid or proposal.

Name of Contractor/Bidder/Offeror: Tru Green Land Care

Address: 3213 Fitzgerald Rd. Rancho Cordova, CA 95742

PO/Bid/Contract # ~~B10349701~~^{K.A.} B113497015

Print name and Signature of Bidder or Offeror

Kevin Arnett 

Date: 1/13/10

SECTION III – BIDDER RESPONSE DOCUMENTS

K. STANDARD WATER QUALITY SPECIFICATIONS
AND
ADMINISTRATIVE PENALTIES ORDINANCE
FOR ADVANCE WARNING SIGNAGE

NOTE: *Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.*

Name of Contractor: Tru Green Land Care

Address: 3213 Fitzgerald Rd. Rancho Cordova, CA 95742

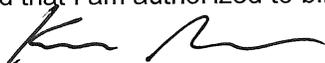
Name of City Contract: Natomas Gateways Streetscapes

Contracting Department: Dept of Transportation

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

1. I have read and understand the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitation for the performance of Landscape Maintenance services under a City contract.
2. As a condition of receiving the City contract, I agree to fully comply with the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE.
3. I acknowledge and agree that the STANDARD WATER QUALITY SPECIFICATIONS, the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE, and this Declaration shall constitute part of my City contract.
4. I further acknowledge and agree that any violation of the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE constitutes a material breach of my City contract, and that, if such a breach occurs, the City will be authorized to terminate the contract, and pursue all available legal and equitable remedies.
5. I will 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 STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE by me or by any subcontractor retained to perform work or provide services under my City contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.


Signature of Authorized Representative

Date: 11/30/16

Print name: Kevin Arnett

Title: Branch Manager

SECTION III – BIDDER RESPONSE DOCUMENTS

L. City of Sacramento Boycott of Arizona-Headquartered Businesses

On June 15, 2010, the Sacramento City Council adopted Resolution No. 2010-346 opposing two Arizona laws (SB 1070 and HB 2162) that will allow Arizona police to arrest individuals suspected of being unlawfully present in the United States and to charge immigrants with a state crime for not carrying immigration documents. Sacramento City Council Resolution No. 2010-346 also called for a boycott of the State of Arizona and businesses headquartered in Arizona until Arizona repeals or a court nullifies SB 1070 and HB 1262. Resolution No. 2010-346 provides, in pertinent part, that “where practicable and where there is no significant additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any business or entity that is headquartered in Arizona ...”

Pursuant to the provisions of Resolution No. 2010-346, the City may determine that a bid from a business or entity that is headquartered in Arizona is nonresponsive and the City may reject the bid on that basis.

Bidders that are headquartered in the United States shall certify in the space below the state where the bidder is headquartered:

Tennessee

State Where Bidder is Headquartered

SECTION III – BIDDER RESPONSE DOCUMENTS

M. CONTRACTORS REFERENCE LIST

Please list all landscape contracts currently in process and all others for past two (2) years.

CONTRACT NAME/ADDRESS	CONTACT PERSON AND PHONE NUMBER
1. Serrano & Parkway HOA	Dave Sanders 916-439-4658
2. Intel Folsom	Brenda Sanchez 916-356-6988
3. The Classics No.1	Tony Bruno 916-608-9383
4. Discovery Village	Harriett Pearl 916-638-9803
5. The Villas HOA	Barbara LeMaster 916-923-6183
6. Versante HOA	Lynn Waugh 916-925-2000
7. Altura Villas HOA	Scott Hubbard 916-608-3068
8. Coloma Townhomes	Denise Fullmer 916-722-8110



DEPARTMENT OF
TRANSPORTATION

CITY OF SACRAMENTO
CALIFORNIA

5730 24th STREET
BUILDING 9
SACRAMENTO, CA
95822
PH 916-808-6940
FAX 916-393-3725

STREET SERVICES DIVISION

November 16, 2010

**ADDENDUM NO.1 TO BID NO. B113497015
FOR
NATOMAS GATEWAY STREETSCAPES**

Bid due date of December 1, 2010 has not been changed.

1. This Addendum No.1 identifies and corrects an error on page 5 of the bid solicitation. Paragraph 2(b) incorrectly states that bids will be opened on November 17, 2010. Bids will be opened, in public, in the City Clerk's Hearing Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M. on, December 1, 2010. The bid opening date and time reflected on the bid cover page are correct.
2. All other terms and conditions remain unchanged.
3. If a bid package is not being submitted, it is not necessary to return this addendum or acknowledge receipt of such.
4. Bidders submitting a bid package must acknowledge receipt of this addendum prior to the hour and date specified in the bid request by one of the following methods:
 - (a) By signing and returning one (1) copy of this addendum with the bid package if not previously submitted; or
 - (b) If the bid package has been previously submitted, the addendum may be submitted by separate letter, which must include on the outside of the mailing envelope the bid and addendum number and the bid due date. This information must be clearly marked in CAPITAL LETTERS on the outside of the envelope. Failure of your acknowledgment to be received at the City Clerk's Office, Historic Building, 915 I Street, First Floor, Sacramento, CA 95814 prior to the hour and date specified, may result in rejection of your bid.
 - (c) If, by virtue of this addendum you decide to change a bid already submitted, such change may be made by letter, as specified in (b) above.

Regards,

Stephanie Fraser
Streetscapes Maintenance Inspector III



DEPARTMENT OF
TRANSPORTATION

CITY OF SACRAMENTO
CALIFORNIA

5730 24TH STREET
BUILDING 9
SACRAMENTO, CA
95822
PH 916-808-6940
FAX 916-393-3725

STREET SERVICES DIVISION

ADDENDUM NO.1 TO BID NO. B113497015
FOR
NATOMAS GATEWAY STREETSCAPES

BIDDER ACKNOWLEDGEMENT:

Company Name: TruGreen Land Care

Signature of Authorized Representative 

Typed or Printed Name & Title: Kevin Arnett, Branch Manager

Date: 11/30/10