



# City of Sacramento City Council

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

**Meeting Date:** 2/8/2011

**Report Type:** Consent

**Title: Contract: Southwest Clipper Streetscape Maintenance**

**Report ID:** 2011-00060

**Location:** District 7

**Recommendation:** Adopt a Resolution awarding a one-year non-professional services agreement for the maintenance of the Southwest Clipper Streetscapes with California Landscape Associates for an amount not to exceed \$61,220 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 \$184,200.

**Contact:** Juan Montanez, 808-2254, Department of Transportation; Erick Talavera, 808-2272, Department of Transportation

**Presenter:** None

**Department:** Transportation Department

**Division:** Streetscape Maintenance

**Dept ID:** 15001681

## **Attachments:**

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

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### **City Attorney Review**

Approved as to Form  
Jerry Hicks  
1/27/2011 4:36:53 PM

### **City Treasurer Review**

Prior Council Financial Policy Approval or  
Outside City Treasurer Scope  
Russell Fehr  
1/20/2011 3:27:20 PM

### **Approvals/Acknowledgements**

Department Director or Designee: Jerry Way - 1/26/2011 12:50:56 PM

Assistant City Manager: John Dangberg - 1/26/2011 1:50:29 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. B113497011 was issued for maintenance of the Southwest Clipper Streetscapes. City Council approval is necessary to award a non-professional services agreement to California Landscape Associates.

**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. California Landscape Associates is headquartered in the state of California.

### 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:** Ten companies submitted responsive bids in response to Invitation for Bid No. B113497011 (see Attachment 2). California Landscape Associates 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 5.26 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):** California Landscape Associates is certified by the City of Sacramento as an Emerging/Small Business Enterprise.



## Background

In November, 2010, Invitation for Bid No. B113497011 was issued to procure streetscape maintenance services. Eleven bidders responded to the solicitation. One of the eleven bid proposals, AV Lawn Service, 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, California Landscape Associates. The amount of the initial one-year purchase agreement will not exceed \$61,220. The total amount of the agreement, with two optional one-year extensions, will not exceed \$184,200.

### Southwest Clipper Streetscapes Bid Evaluation

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

Bid Item	CALIFORNIA LANDSCAPE	GP LANDSCAPE	PARKER LANDSCAPE	QUALITY LANDSCAPE	ARBOR PLUS TREE
First Year	\$53,988.00	\$56,204.64	\$71,520.00	\$78,336.00	\$59,831.52
Second Year	\$53,988.00	\$56,204.64	\$77,760.00	\$82,272.00	\$59,831.52
Third Year	\$54,528.00	\$57,890.78	\$82,800.00	\$86,388.00	\$59,831.52
Repair Crew Rates	\$6,940.00	\$5,825.00	\$6,760.00	\$10,200.00	\$5,300.00
<b>Bid Total</b>	<b>\$169,444.00</b>	<b>\$176,125.06</b>	<b>\$238,840.00</b>	<b>\$257,196.00</b>	<b>\$184,794.56</b>
E/SBE 5% Pref.	\$8,472.20	\$0.00	\$11,942.00	\$12,859.80	\$9,239.73
Prompt Pay Discount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Bid Evaluation Total</b>	<b>\$160,971.80</b>	<b>\$176,125.06</b>	<b>\$226,898.00</b>	<b>\$244,336.20</b>	<b>\$175,554.83</b>

Bid Item	TRUGREEN LANDCARE	ROUSH LANDSCAPE	COAST LANDSCAPE	OLIVER LANDSCAPE	GREEN DREAMS
First Year	\$59,725.00	\$61,800.00	\$61,932.00	\$69,900.00	\$416,368.07
Second Year	\$59,725.00	\$61,800.00	\$61,932.00	\$72,300.00	\$428,859.11
Third Year	\$59,725.00	\$61,800.00	\$61,932.00	\$73,800.00	\$441,724.88
Repair Crew Rates	\$10,200.00	\$5,850.00	\$9,710.00	\$6,285.00	\$9,930.00
<b>Bid Total</b>	<b>\$189,375.00</b>	<b>\$191,250.00</b>	<b>\$195,506.00</b>	<b>\$222,285.00</b>	<b>\$1,296,882.06</b>
E/SBE 5% Pref.	\$0.00	\$9,562.50	\$0.00	\$11,114.25	\$64,841.10
Prompt Pay Discount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Bid Evaluation Total</b>	<b>\$189,375.00</b>	<b>\$181,687.50</b>	<b>\$195,506.00</b>	<b>\$211,170.75</b>	<b>\$1,232,040.96</b>

The total amount of the purchase agreement, with optional extensions, \$184,200, includes \$21,686 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: SOUTHWEST CLIPPER 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. B113497011 for streetscape maintenance services, and eleven bidders responded. California Landscape Associates 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 California Landscape Associates for maintenance of the Southwest Clipper Streetscapes in an initial amount of \$61,220 for year one, with up to two one-year options for extension. The total amount of the contract, with optional extensions, will not exceed \$184,200 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.

PROJECT #:  
PROJECT NAME: SOUTHWEST CLIPPER STREETSCAPES  
DEPARTMENT: TRANSPORTATION  
DIVISION: STREET SERVICES

CITY OF SACRAMENTO

### NONPROFESSIONAL SERVICES AGREEMENT

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

California Landscape Associates  
8330 Galena Avenue  
Sacramento, CA 95828

("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: \_\_\_\_\_

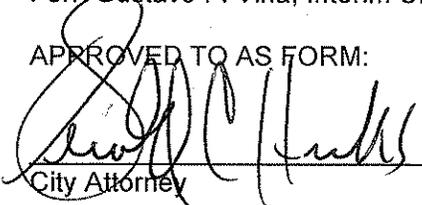
Attachments

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:**

CALIFORNIA LANDSCAPE ASSOCIATES

NAME OF FIRM

68-017826

Federal I.D. No.

34785485

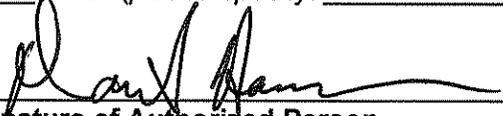
State I.D. No.

31682

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

David Hanson Estimator

Print Name and Title

Additional Signature (*if required*)

Print Name and Title

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

Name of Contractor: CALIFORNIA LANDSCAPE AND ASSOCIATES

Address: 8330 GALENA AVE. SACRAMENTO, CA 95828

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.

David Hanson  
Signature of Authorized Representative

12-2-10  
Date

David Hanson  
Print Name

Estimator  
Title

**DECLARATION OF COMPLIANCE  
Living Wage Ordinance**

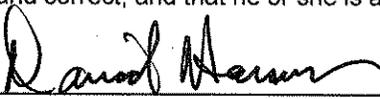
Name of Contractor: CALIFORNIA LANDSCAPE

Address: 8330 GALENA AVE. SACRAMENTO, CA 95828

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

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

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

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

Date: 12-2-10

Print name: David Hanson  
Title: Estimator

**EXHIBIT A**

**NONPROFESSIONAL SERVICES AGREEMENT**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

Stephanie Fraser, Streetscapes Maintenance  
5730 24th Street, Bldg. 9  
Sacramento, CA 95822  
916-808-2253 / sfraser@cityofsacramento.org

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:

David Hanson, California Landscape Associates  
8330 Galena Avenue; Sacramento, CA 95828  
916-381-9999 / davidhans@sbcglobal.net

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

**2. Scope of Services.**

Landscape maintenance and repair services as per IFB B113497011 and City of Sacramento Landscape Maintenance Specifications and Provisions, LS10.

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.

March 1, 2011 through and including February 28, 2012.

**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**

## 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: **SOUTHWEST CLIPPER STREETSCAPES** AREA SIZE: **SQ. FT. 719,830** ACRES: **16.52**  
 LOCATION: **VARIOUS---SEE MAPS**

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

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: **SOUTHWEST CLIPPER 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								
LAWN								CONTRACTOR SHALL MANAGE NUT SEDGE AND ANY OTHER TYPE OF WEED WITH CHEMICAL AND MECHANICAL MEANS AS NEEDED TO KEEP ALL AREAS WEED FREE.
FERTILIZER								
AERATING								
RESEEDING								
CHEMICAL EDGE								
MECH EDGE								
GROUND COVER								
FERTILIZER								
WINTER MOW								REPORT ANY GRAFFITI TO THE STREETSCAPES OFFICE
SHRUBS								
FERTILIZER								
PRUNE								TEST IRRIGATION SYSTEMS EVERY TWO (2) WEEKS OR AS NEEDED FOR PROPER PLANT WATERING.
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: **43rd AVE**

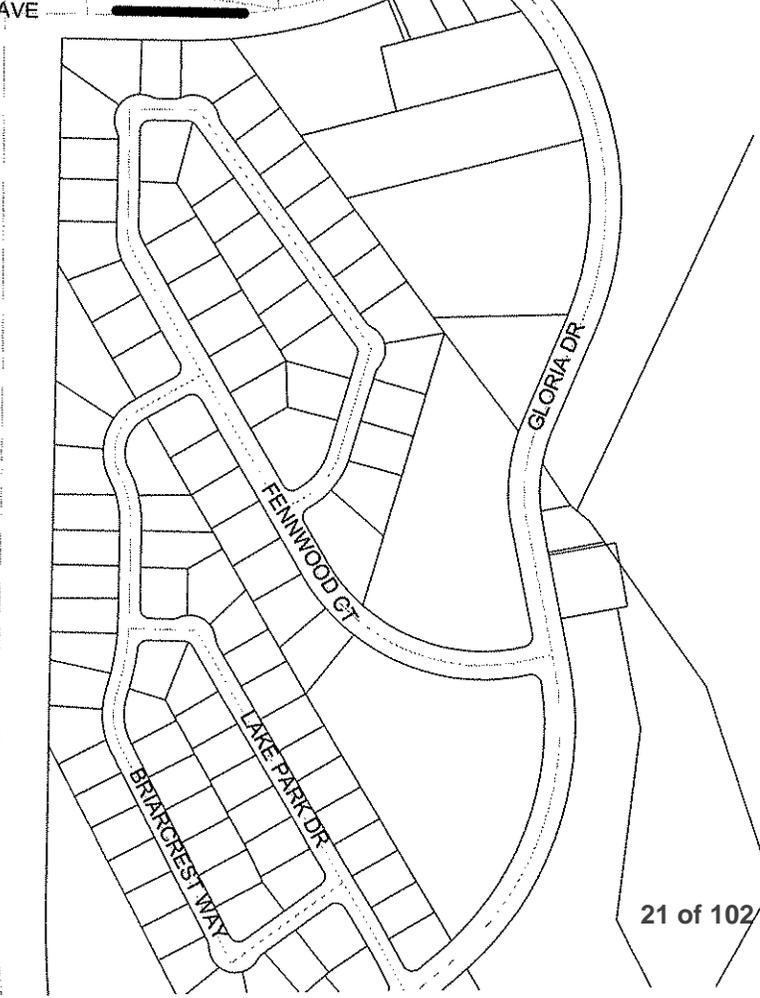
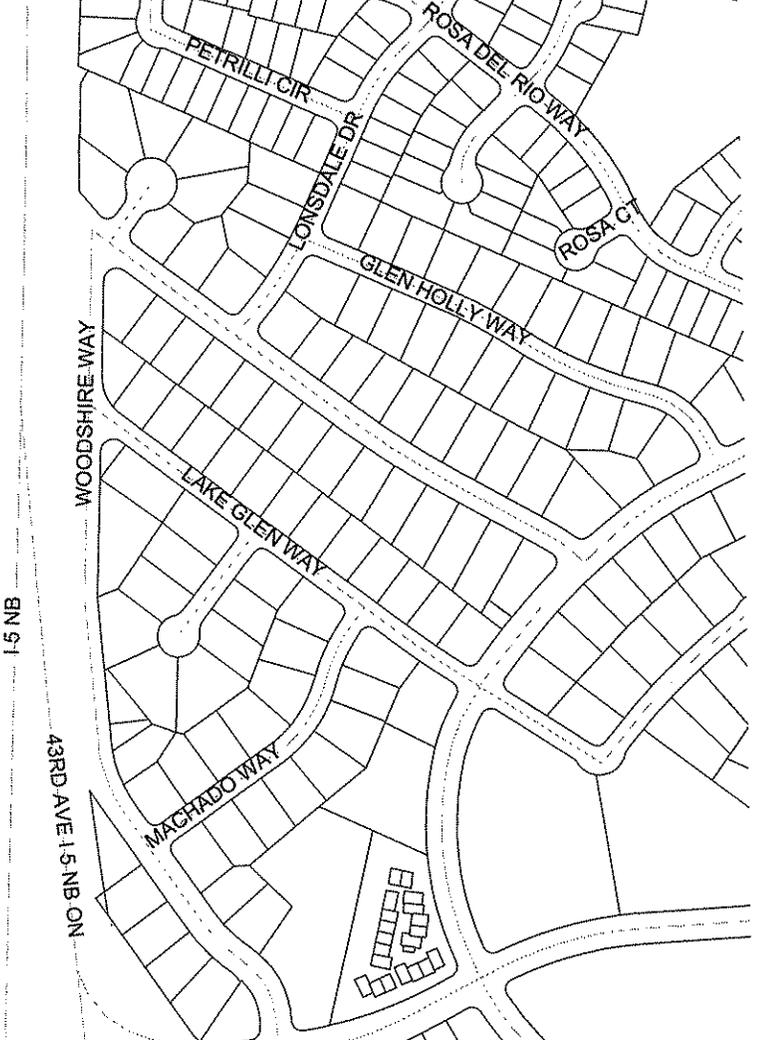
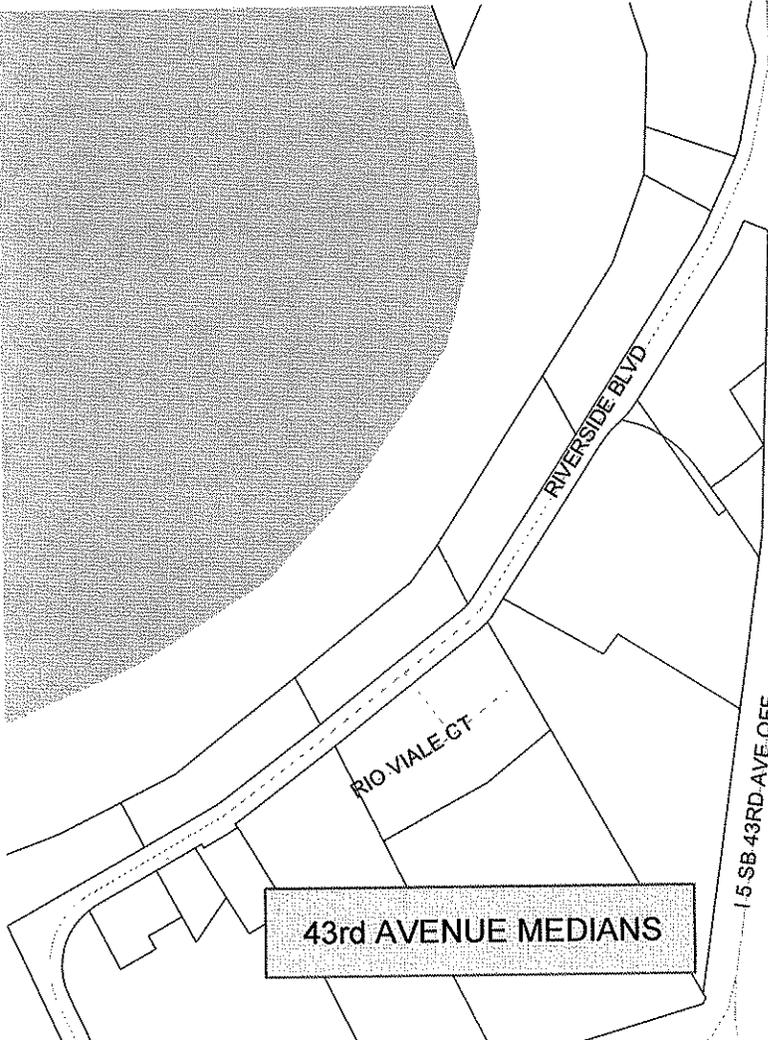
AREA SIZE: **SQ. FT. 9,618** ACRES: **.22**

LOCATION: **43rd AVE, ISLANDS EAST AND WEST OF HWY I-5**

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

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

43rd AVENUE MEDIANS



43RD AVE

**MAINTENANCE PERFORMANCE SCHEDULE  
MINIMUM REQUIREMENTS**

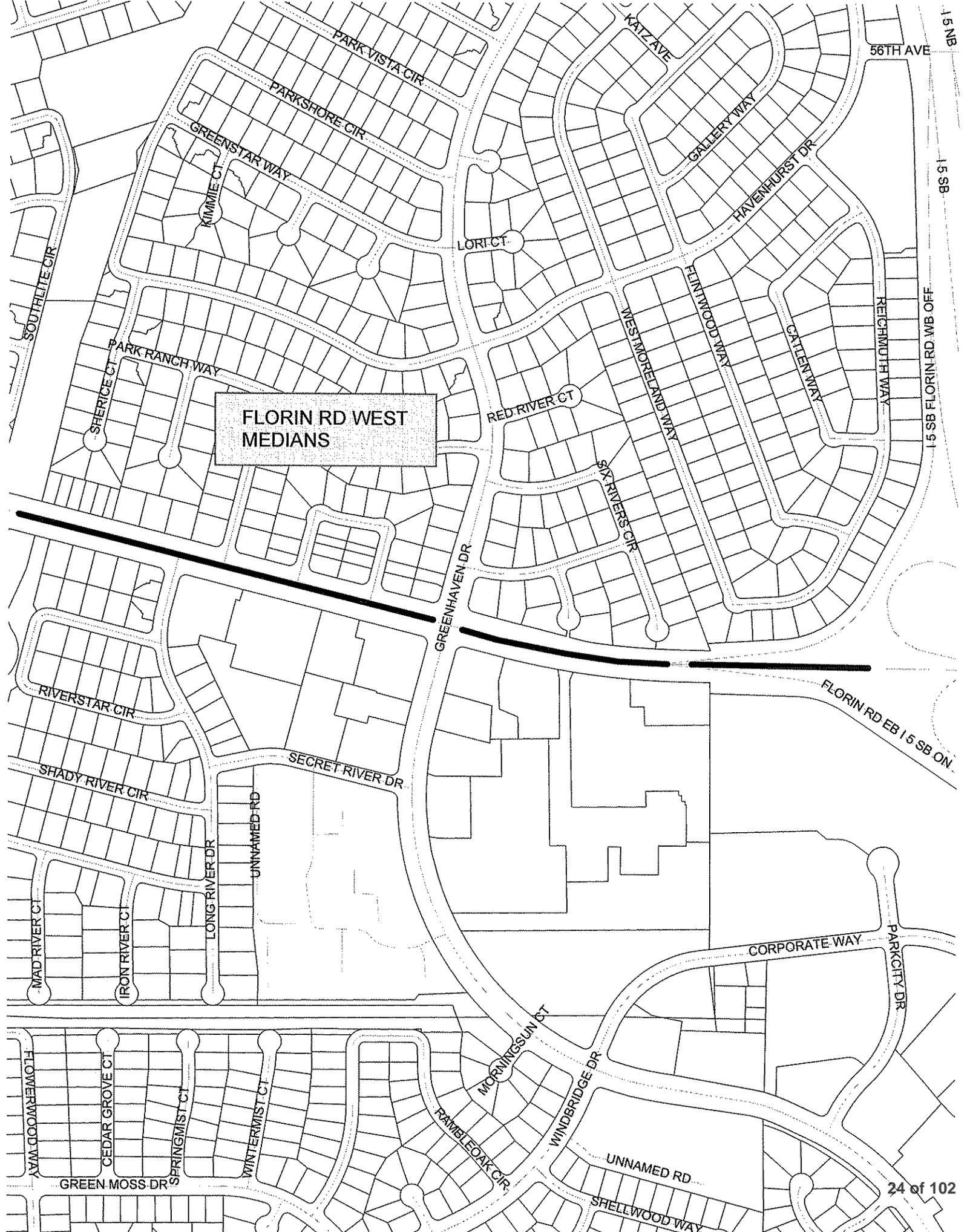
SITE NAME: **FLORIN RD---WEST**      AREA SIZE: **SQ. FT. 122,665**      ACRES: **2.816**  
 LOCATION: **RIVERSIDE BLVD TO INTERSTATE I-5 --- INCLUDES NORTH WALL AREA FROM GREENHAVEN DR. TO HWY INTERSTATE 5**

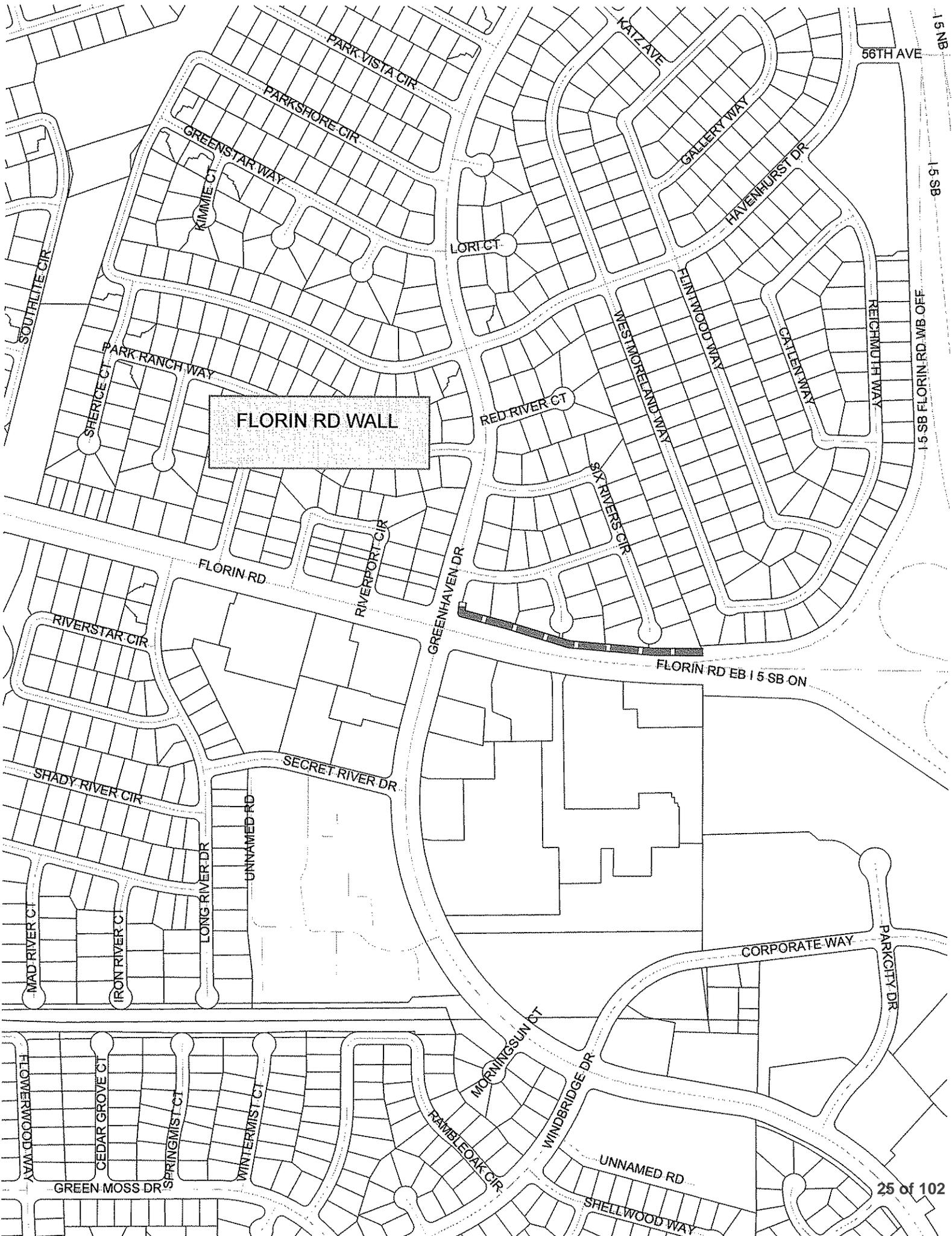
	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECT. MEETING									WALL AREA SHALL BE SERVICED AT THE SAME TIME AS THE MEDIAN
LAWN									
FERTILIZER									
AERATING									
RESEEDING									USE SLOW RELEASE FERTILIZER---PER LABEL RECOMMENDATIONS
CHEMICAL EDGE									
MECH EDGE									
GROUND COVER									
FERTILIZER									ICE PLANT IS NOT TO GROW PAST THE OUTSIDE EDGE OF THE CURB
WINTER MOW									DO NOT ALLOW IRRIGATION TO FLOOD THE STREET.
SHRUBS									
FERTILIZER									IRRIGATION IS A COMBINATION OF AUTOMATIC WITH CONTROLLERS AND RB TBOS IN VALVE BOXES
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



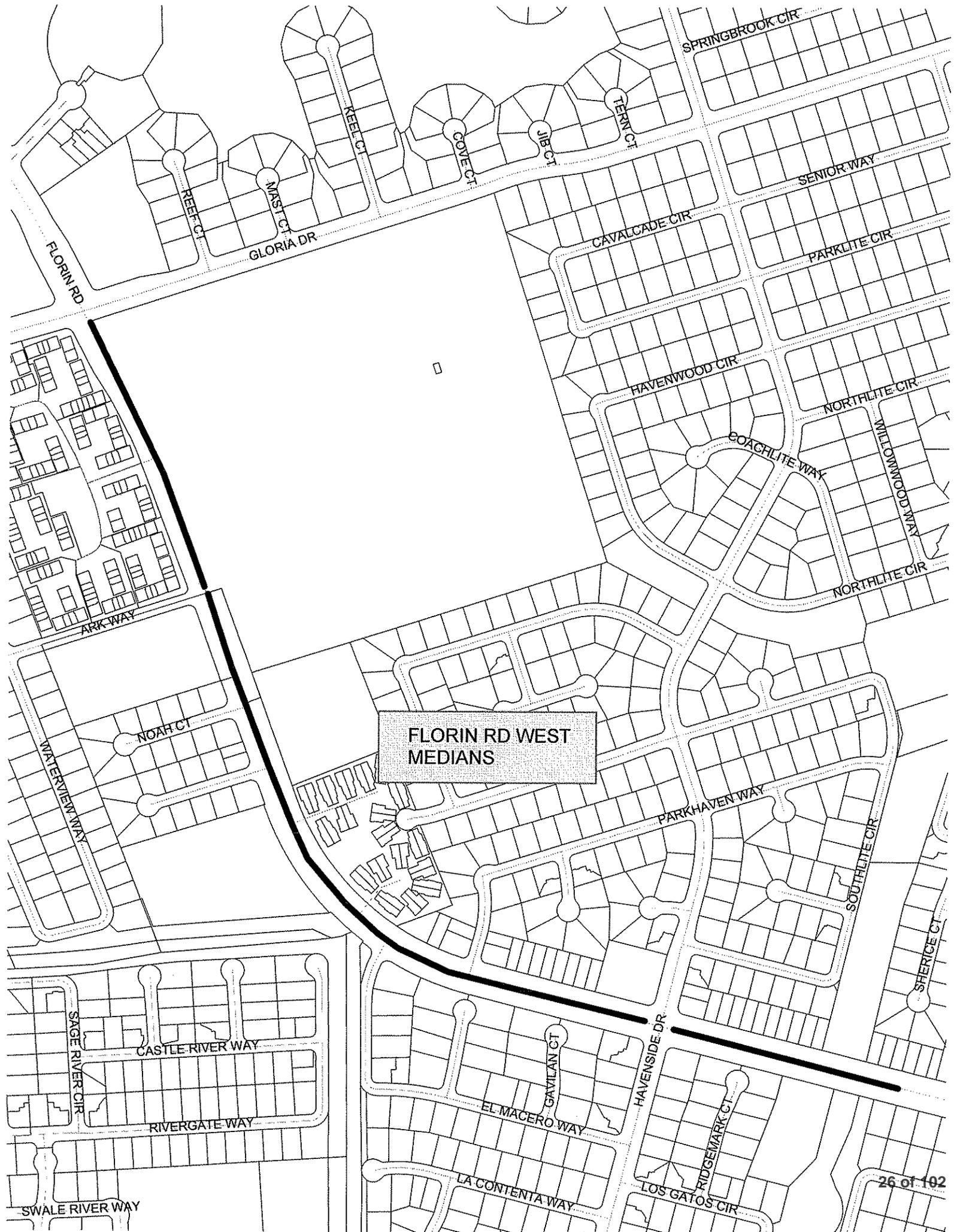
FLORIN RD WEST  
MEDIANS





1 5 NB  
1 5 SB

1 5 SB FLORIN RD WB OFF



FLORIN RD WEST  
MEDIANS



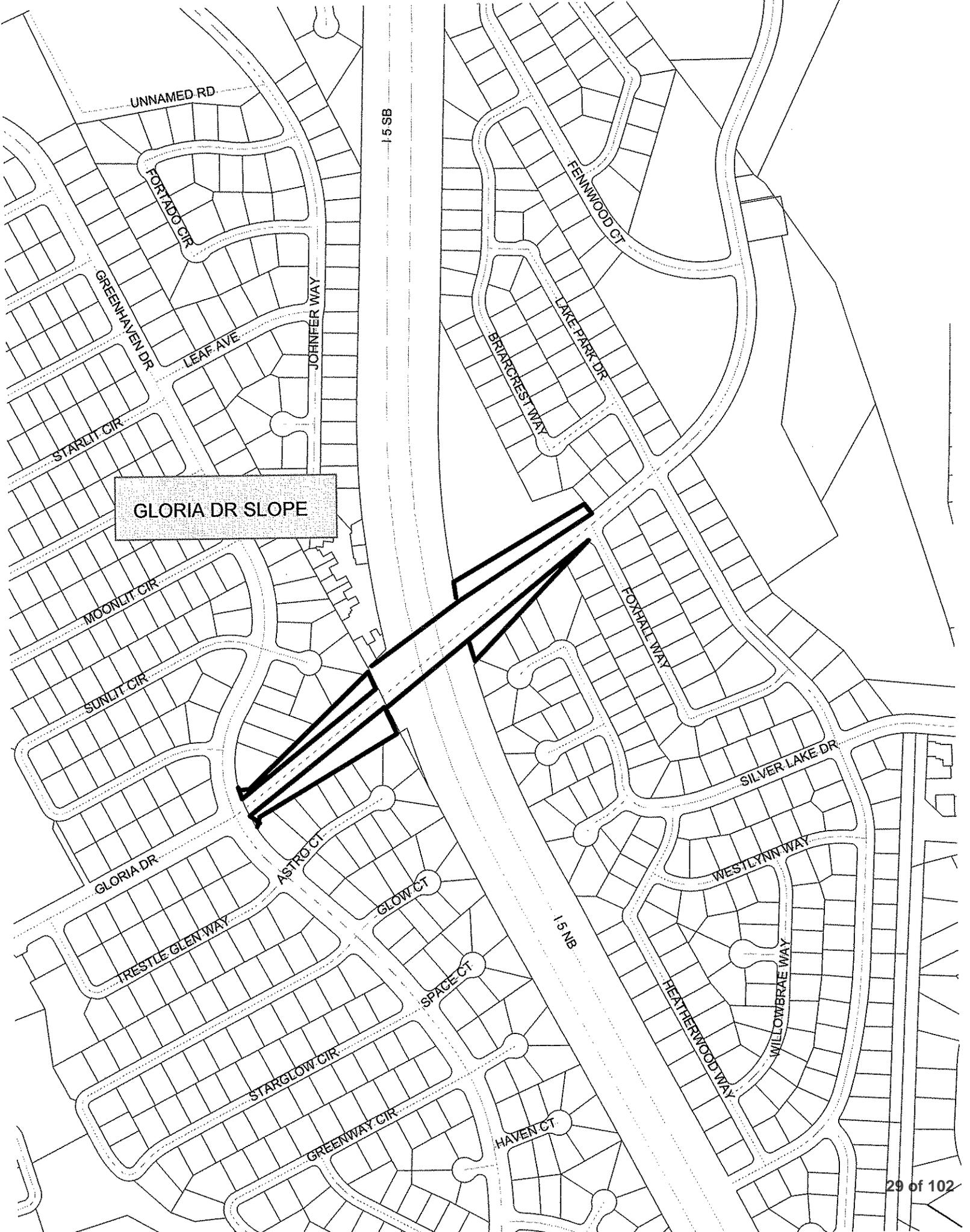
FLORIN RD WEST  
MEDIANS

## MAINTENANCE PERFORMANCE SCHEDULE MINIMUM REQUIREMENTS

SITE NAME: **GLORIA DR. SLOPES**      AREA SIZE: **48,352** SQ. FT.      ACRES: **1.11**  
 LOCATION: **NORTH AND SOUTH SLOPE AREAS, EAST OF GREENHAVEN DR. AND ON BOTH SIDES OF THE I-5 FREEWAY**

	DAILY	BI-WEEK WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED								
INSPECT. MEETING								KEEP GUTTER EXPANSION JOINTS, SIDEWALK AND GRAVEL WEED FREE
LAWN								
FERTILIZER								
AERATING								
RESEEDING								USE 25-5-8 SLOW RELEASE FERTILIZER---PER LABEL RECOMMENDATIONS
CHEMICAL EDGE								
MECH EDGE								BOTTOM OF SLOPE TO THE FENCELINE SHALL BE MAINTAINED WEED FREE. MOWING AND HERBICIDES MAY BE USED IN THIS AREA.
GROUND COVER								
FERTILIZER								
WINTER MOW								
SHRUBS								SLOPE AREAS FROM THE GRAVEL TO BOTTOM OF SLOPE---WEEDS SHALL BE MOWED TO 4 INCHES 3X MAY 1-15 JULY 1-15 AND OCTOBER 1-15 OR KEPT AT 6 INCHES YEAR ROUND WITH GROWTH INHIBITOR (NOT HERBICIDE)
FERTILIZER								
PRUNE								
CULTIVATE								
TREES								MAINTAIN THE GUTTER EXPANSION JOINT, GUTTER AND SIDEWALKS THAT GOES OVER THE I-5 FREEWAY---KEEP FREE OF WEEDS, GRAVEL AND LITTER.
FERTILIZER								
PRUNE								
LEAF PICKUP								SLOPE AREAS SHALL BE SPRAYED FOR BROADLEAF CONTROL ONCE PER YEAR.
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



GLORIA DR SLOPE

## MAINTENANCE PERFORMANCE SCHEDULE MINIMUM REQUIREMENTS

SITE NAME: GREENHAVEN ---SOUTH OF FLORIN RD. AREA SIZE: SQ. FT. 8,712 ACRES: .2  
 LOCATION: GREENHAVEN RD MEDIANS SOUTH OF FLORIN RD.

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECT. MEETING									
LAWN									GROUND COVER SHALL BE FERTILIZED IN FEBRUARY AFTER THE WINTER MOWING, 2ND IN MAY AND 3RD IN OCTOBER. A 4th TIME WHEN NEEDED, PROBABLY DURING THE SUMMER MONTHS
FERTILIZER									
AERATING									USE SLOW RELEASE FERTILIZER---PER LABEL RECOMMENDATIONS
RESEEDING									
CHEMICAL EDGE									
MECH EDGE									CHEMICALLY TREAT CRAB APPLE TREES TO REDUCE FRUIT GROWTH WHEN THEY ARE IN BLOOM
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: **RIVERSIDE CLIPPER**      AREA SIZE: **SQ. FT. 15,420**      ACRES: **.354**  
 LOCATION: **FRONTAGE ROAD ISLANDS FROM CLIPPER TO RIVERCREST DR.**

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECT. MEETING									KEEP SHRUBS PRUNED INSIDE THE BEDS.
<b>LAWN</b>									PRUNE TREES ONCE PRE YEAR
FERTILIZER									USE SLOW RELEASE FERTILIZER---PER LABEL
AERATING									RECOMMENDATIONS
RESEEDING									
CHEMICAL EDGE									
MECH EDGE									
<b>GROUND COVER</b>									
FERTILIZER									
WINTER MOW									
<b>SHRUBS</b>									
FERTILIZER									
PRUNE									
CULTIVATE									
<b>TREES</b>									
FERTILIZER									
PRUNE									
<b>LEAF PICKUP</b>									
<b>WEED CONTROL</b>									

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





RIVERSIDE CLIPPER

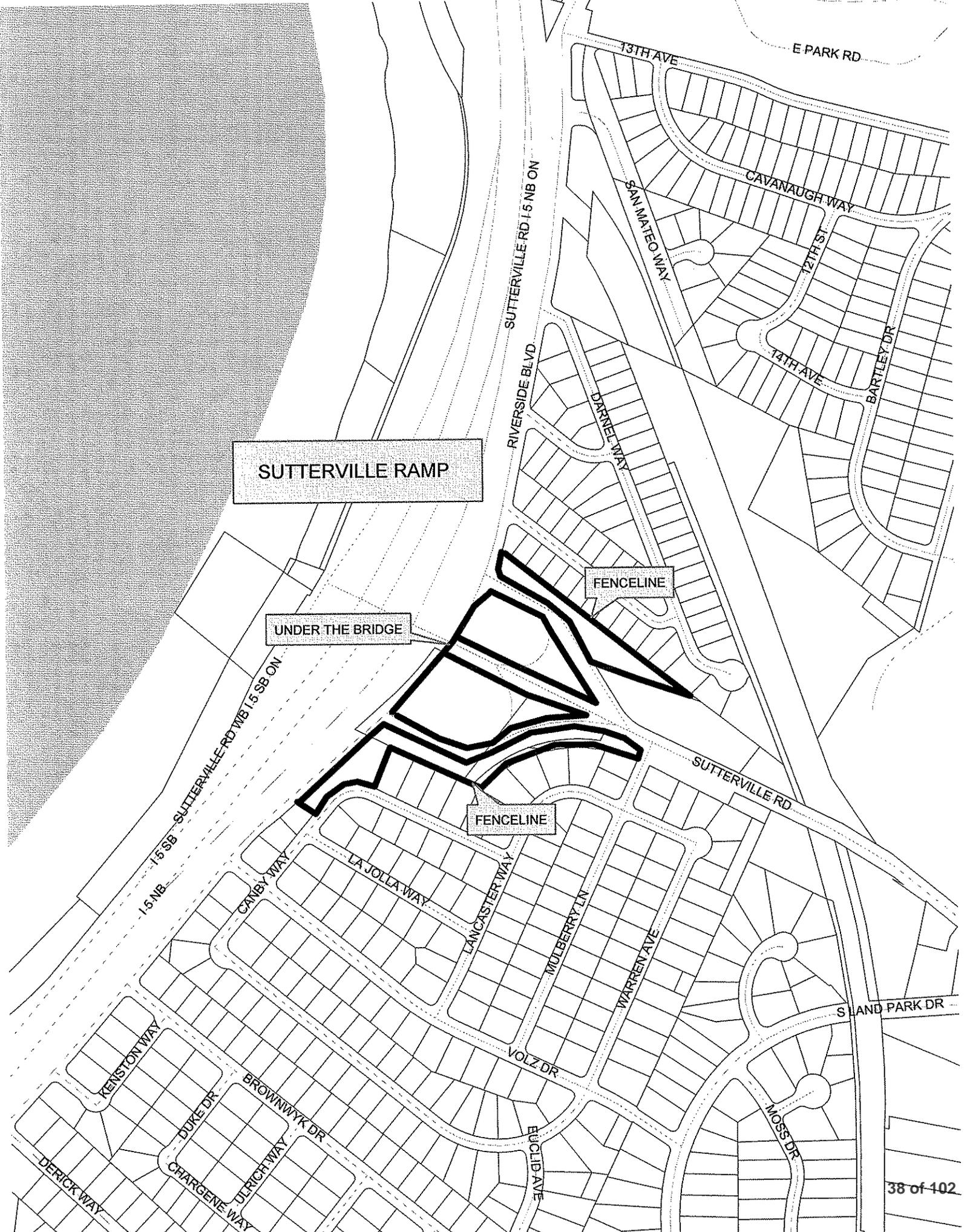
**MAINTENANCE PERFORMANCE SCHEDULE  
MINIMUM REQUIREMENTS**

SITE NAME: **SUTTERVILLE RAMP**      AREA SIZE: **284,974** SQ. FT.      ACRES: **6.542**  
 LOCATION: **SUTTERVILLE ROAD AT RIVERSIDE BLVD. --INCLUDES THE SLOPES ON THE NORTH AND SOUTH SIDE OF SUTTERVILLE AND AND THE GRASS SLOPE AREA ON CANBY WAY. SEE MAP**

	DAILY	BI-WEEK WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED								
INSPECT. MEETING								BARE DIRT SLOPES SHALL BE TREATED WITH PREEMERGENTS AS NEEDED TO CONTROL WEEDS
LAWN								
FERTILIZER								USE SLOW RELEASE FERTILIZER---PER LABEL RECOMMENDATIONS
AERATING								
RESEEDING								
CHEMICAL EDGE								
MECH EDGE								
GROUND COVER								
FERTILIZER								CONTROL THE BERRY BUSHES AND OTHER WEEDS ON NORTH AND SOUTH SLOPES
WINTER MOW								
SHRUBS								KEEP IVY AT LEAST 18 INCHES FROM FENCE ON CANBY WAY
FERTILIZER								
PRUNE								
CULTIVATE								FENCES AT BOTTOM OF SLOPES ON NORTH AND SOUTH SIDES SHALL HAVE A FOUR (4) FOOT WIDE BY 15 FOOT HIGH CLEARANCE OF PLANT GROWTH AND DEBRIS
TREES								SOME EXCEPTIONS MAY OCCUR--CONTACT THE INSPECTION OFFICE FOR ADVICE
FERTILIZER								
PRUNE								
LEAF PICKUP								SITE HAS A BOOSTER PUMP, ONLY ONE STATION AT A TIME CAN BE RUN--ONE CLOCK AT A TIME
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





SUTTERVILLE RAMP

UNDER THE BRIDGE

FENCELINE

FENCELINE

E PARK RD

13TH AVE

CAVANAUGH WAY

SAN MATEO WAY

12TH ST

BARTLEY DR

14TH AVE

SUTTERVILLE RD 1.5 NB ON

RIVERSIDE BLVD

DARREL WAY

SUTTERVILLE RAMP

UNDER THE BRIDGE

FENCELINE

FENCELINE

SUTTERVILLE RD

1.5 NB SUTTERVILLE RD WB 1.5 SB ON

CAMBY WAY

LA JOLLA WAY

LANCASTER WAY

MULBERRY LN

WARREN AVE

S LAND PARK DR

KENSTON WAY

DUKE DR

BROWN WYK DR

VOLZ DR

EUCLID AVE

MOSS DR

DERICK WAY

CHARGENE WAY

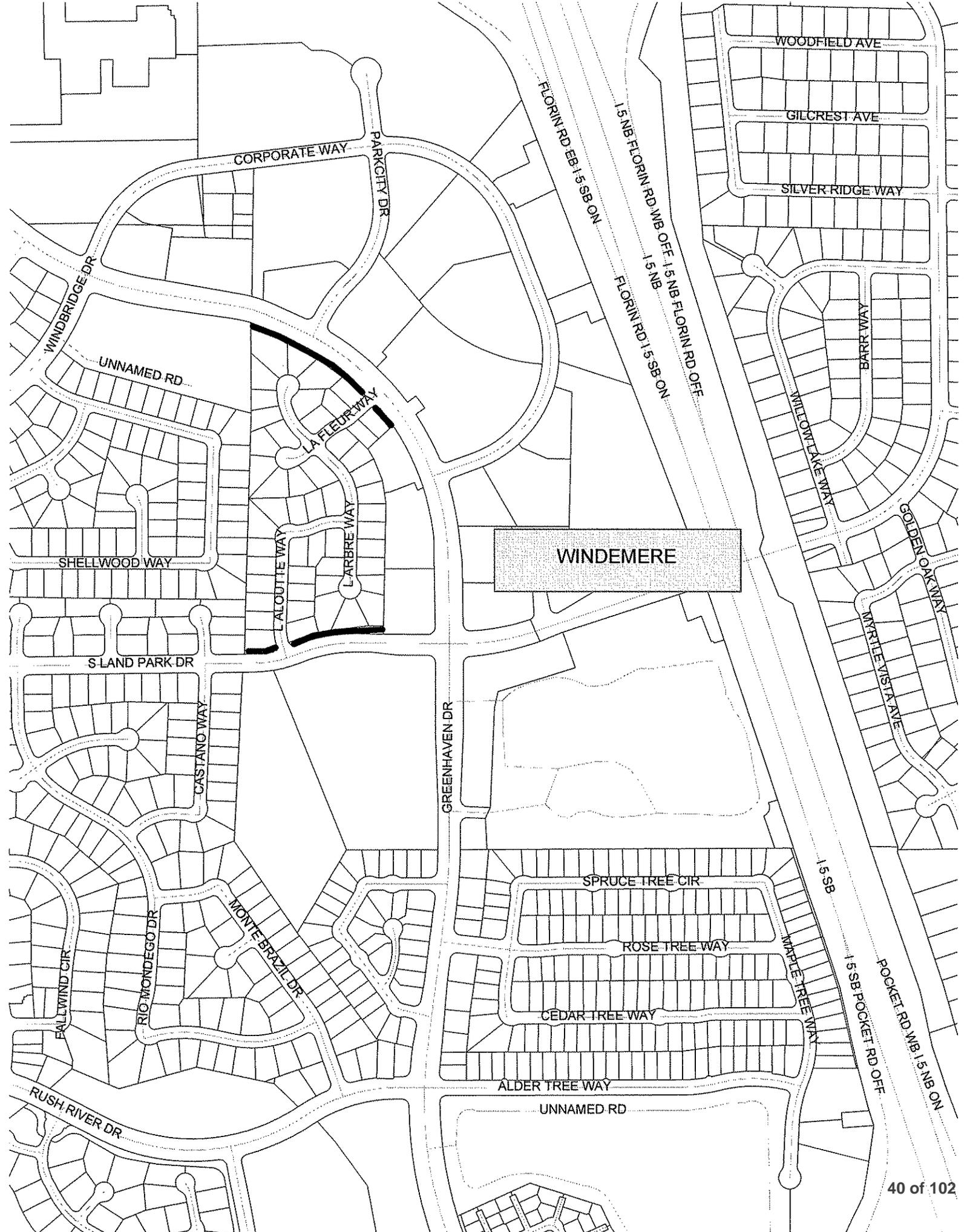
DERICK WAY

## MAINTENANCE PERFORMANCE SCHEDULE MINIMUM REQUIREMENTS

SITE NAME: **WINDEMERE**      AREA SIZE: SQ. FT. 14,375      ACRES: .33  
 LOCATION: TWO AREAS OF WALL LANDSCAPE. ON GREENHAVEN AND ON SOUTH LAND PARK DR. SEE MAP

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECT. MEETING									KEEP SHRUBS PRUNED INSIDE THE BEDS.
<b>LAWN</b>									PRUNE TREES ONCE PRE YEAR
FERTILIZER									USE SLOW RELEASE FERTILIZER---PER LABEL
AERATING									RECOMMENDATIONS
RESEEDING									
CHEMICAL EDGE									KEEP VINES BELOW TOP OF WALL AND PRUNED BACK
MECH EDGE									SO THEY DO NOT ENCROACH ON OTHER PLANTS
<b>GROUND COVER</b>									
FERTILIZER									
WINTER MOW									
<b>SHRUBS</b>									
FERTILIZER									
PRUNE									
CULTIVATE									
<b>TREES</b>									
FERTILIZER									
PRUNE									
<b>LEAF PICKUP</b>									
<b>WEED CONTROL</b>									

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



WINDEMERE

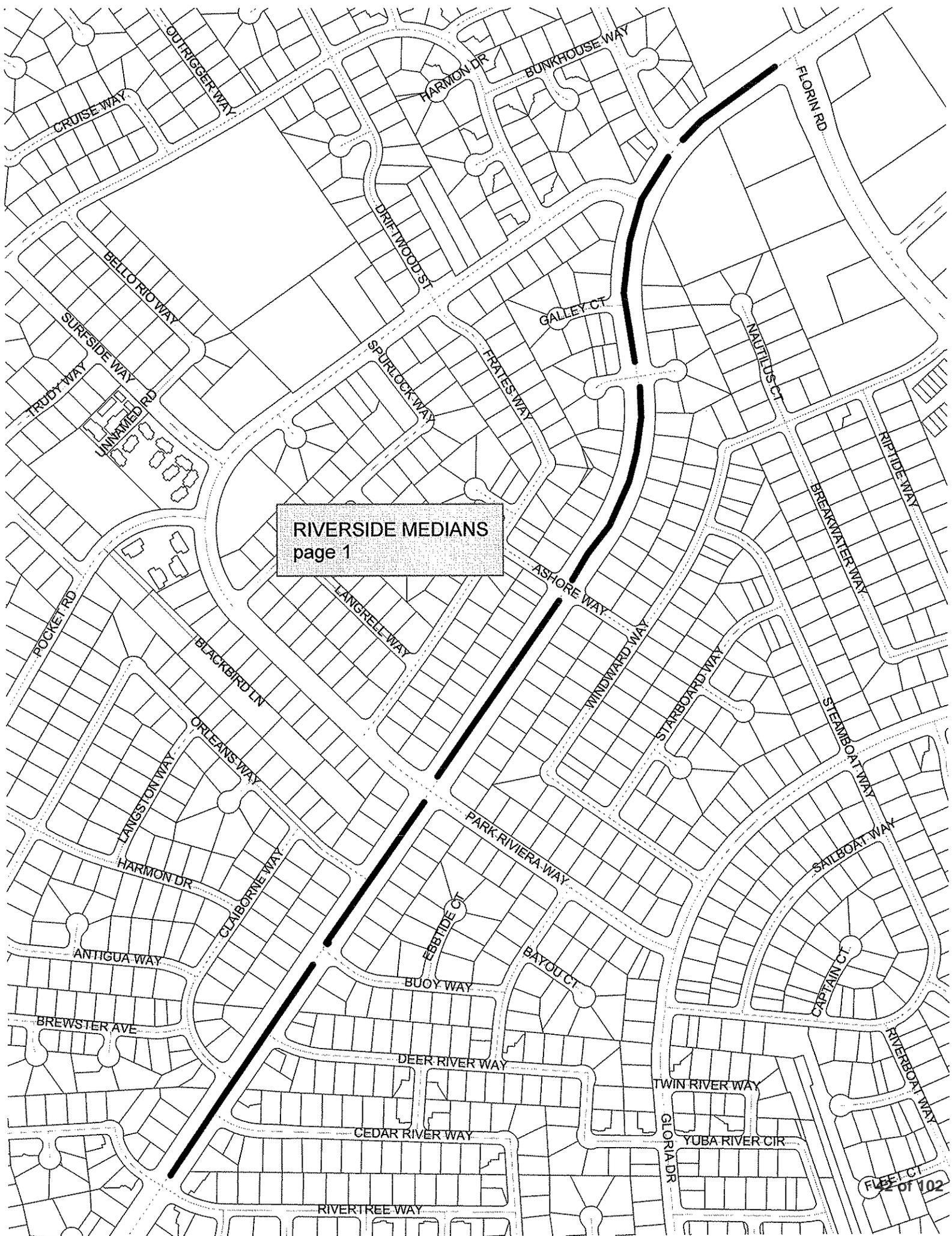
**MAINTENANCE PERFORMANCE SCHEDULE  
MINIMUM REQUIREMENTS**

SITE NAME: **RIVERSIDE BLVD.** AREA SIZE: **54,537** SQ. FT. ACRES: **1.252**  
 LOCATION: **FROM FLORIN ROAD TO POCKET ROAD---INCLUDES CEMENT AND TURF MEDIANS**

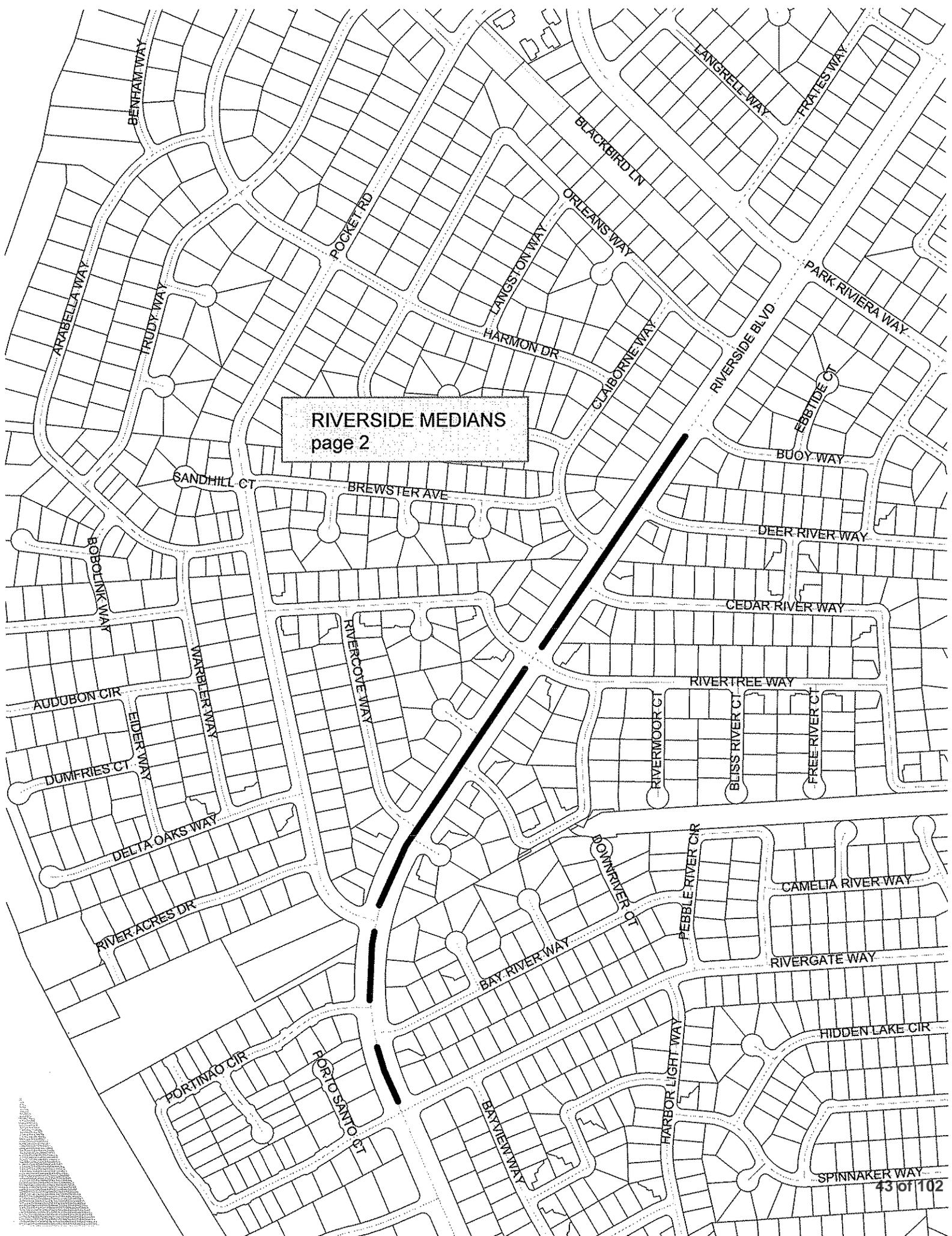
	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									DUE TO THE CLOSE PROXIMITY TO THE RIVER-- <b>GREAT</b>
INSPECT. MEETING									<b>CARE IN CONTROLLER PROGRAMING IS NEEDED.</b>
LAWN									GUTTERS AND THE STREET FLOOD EASILY. MAKE SURE WATER IS OFF BY 5:30 A.M.
FERTILIZER									CONTRACTOR SHALL KEEP SPACE AROUND IRRIGATION HEADS CLEAN OF GRASS FOR PROPER COVERAGE.
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**

RIVERSIDE MEDIANS  
page 1



RIVERSIDE MEDIANS  
page 2



## MAINTENANCE PERFORMANCE SCHEDULE MINIMUM REQUIREMENTS

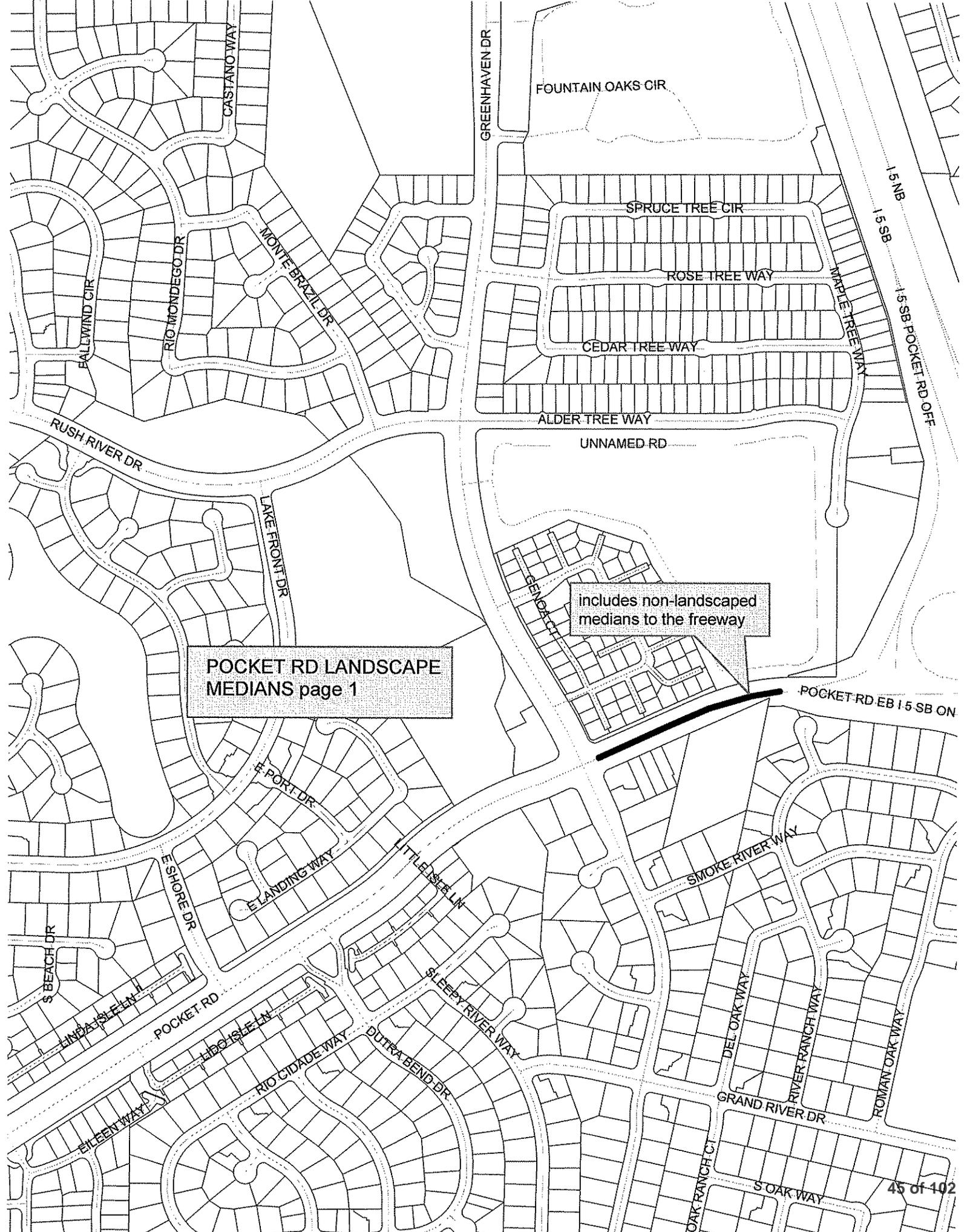
SITE NAME: **POCKET RD. LANDSCAPE**      AREA SIZE: **SQ. FT. 60,000**      ACRES: **1.37**  
 LOCATION: **RIVERGATE TO RIVER LANDING DR. AND GREENHAVEN DR. TO FREEPORT BLVD.**

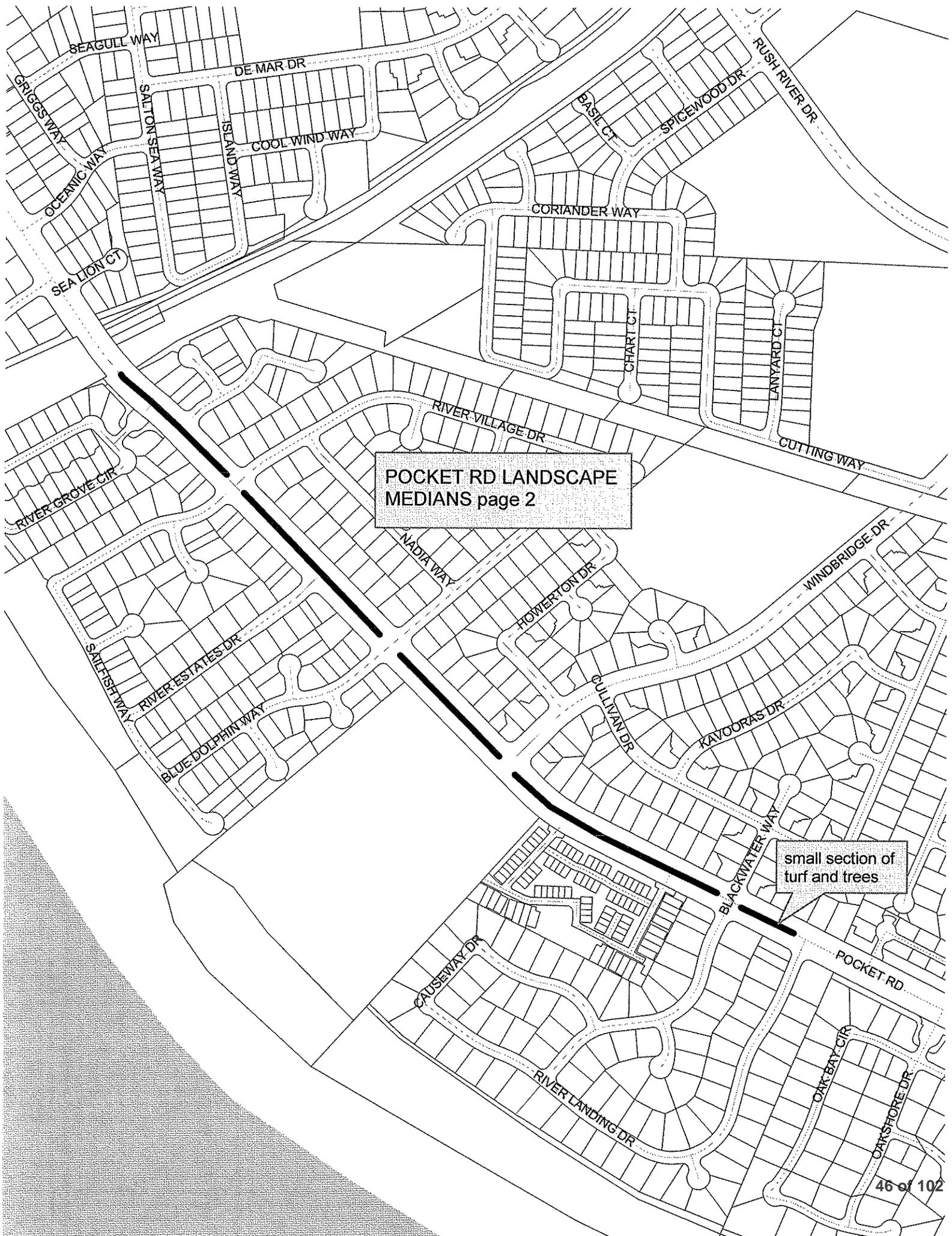
	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									SMALL SECTION OF TURF ON MEDIAN EAST OF BLACK
INSPECT. MEETING									WATER. HAS TBOS CONTROLLER
LAWN									
FERTILIZER									EXTRA FERTILIZER WILL BE REQUIRED FOR THE JASMINE
AERATING									BEDS.
RESEEDING									
CHEMICAL EDGE									PRUNE GROUND COVER OFF COBBLE
MECH EDGE									
GROUND COVER									
FERTILIZER									
WINTER MOW									REMOVE SPENT AGAPANTHUS BLOOM STALKS
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

**POCKET RD LANDSCAPE  
MEDIANS page 1**

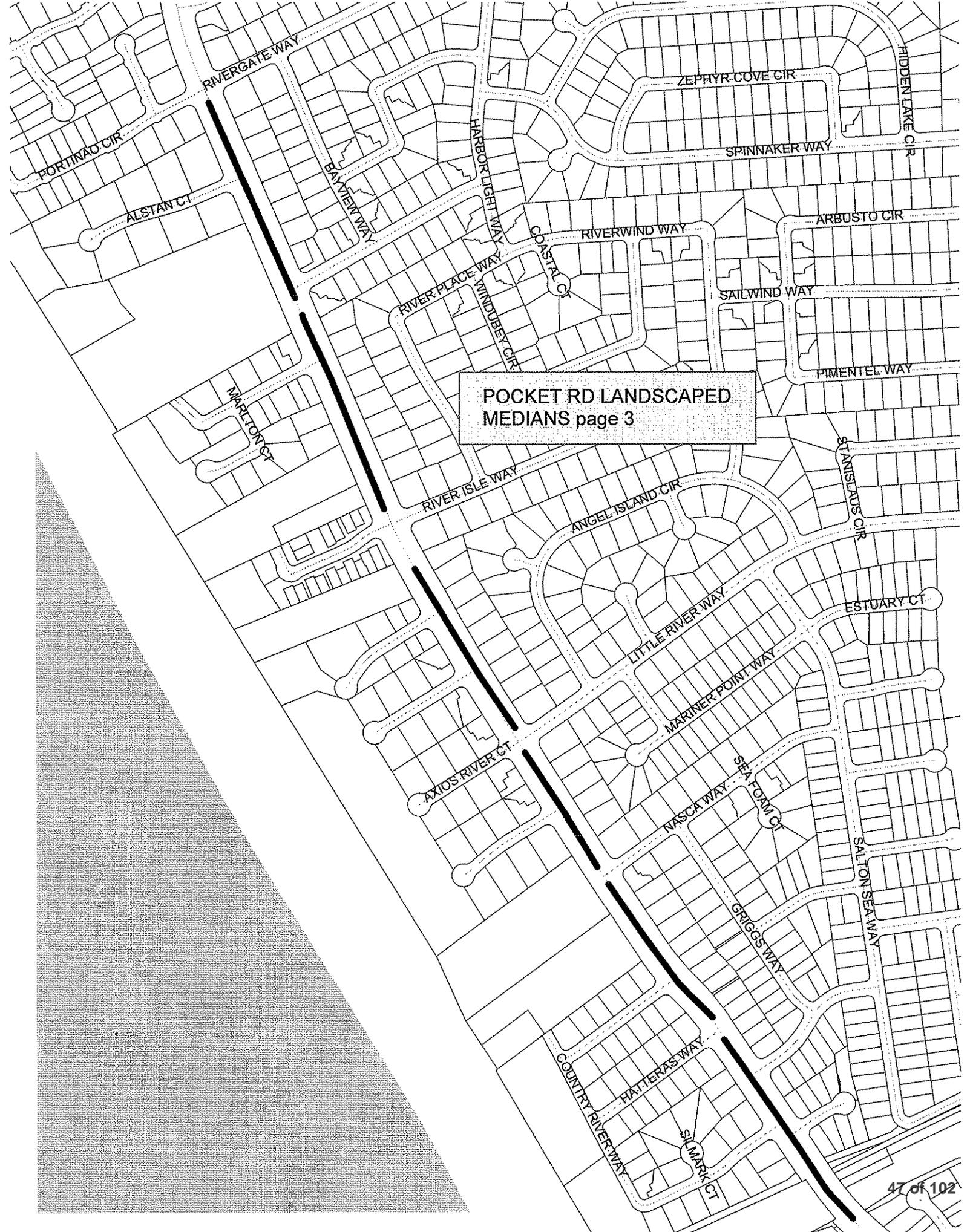
Includes non-landscaped  
medians to the freeway





POCKET RD LANDSCAPE  
MEDIANS page 2

small section of  
turf and trees



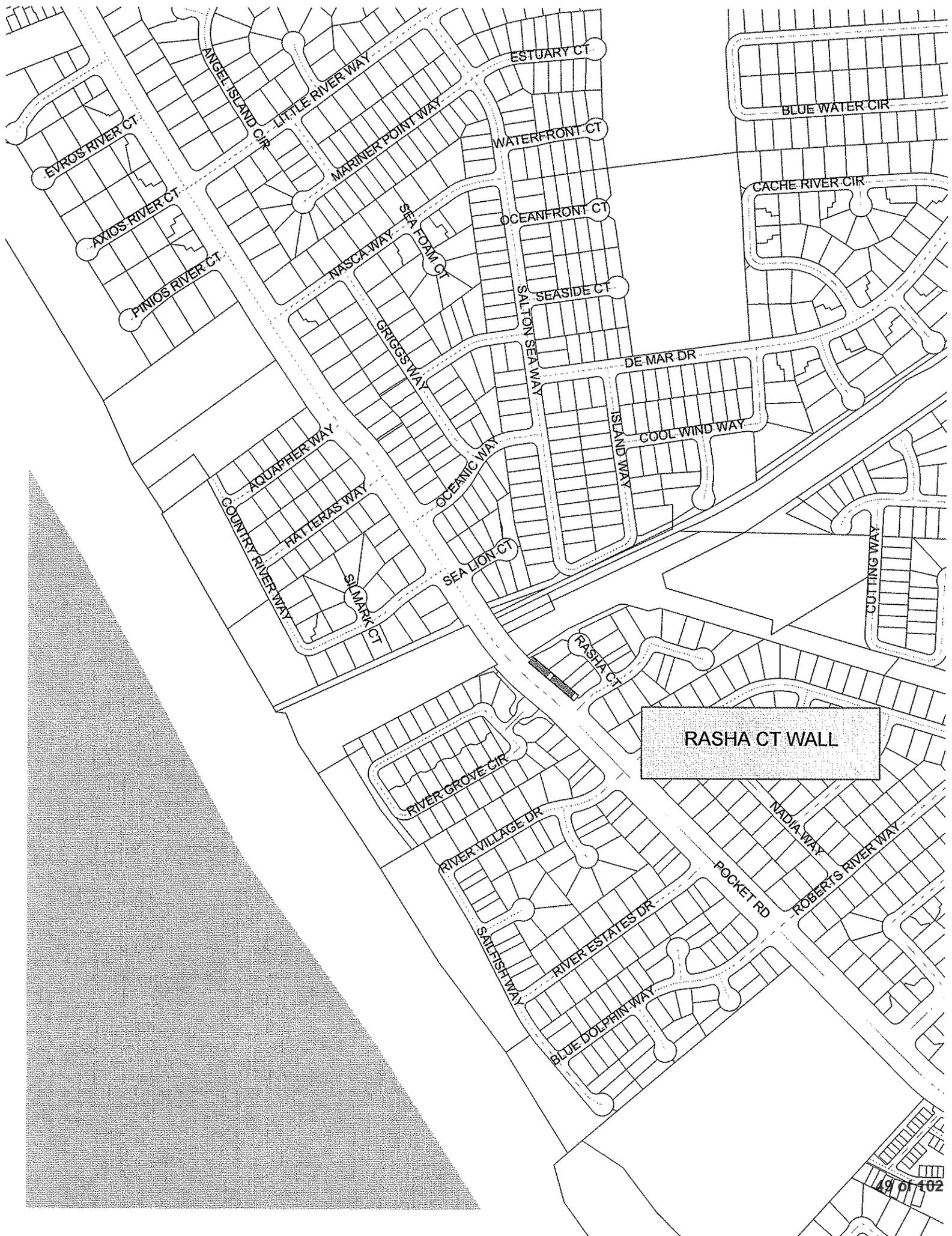
POCKET RD LANDSCAPED  
MEDIANS page 3

**MAINTENANCE PERFORMANCE SCHEDULE  
MINIMUM REQUIREMENTS**

SITE NAME: RASHA CT/POCKET FRONTAGE      AREA SIZE: SQ. FT.      2,496      ACRES: .006  
 LOCATION: NORTH SIDE OF POCKET RD. BETWEEN ELENA MARIE TO CANAL

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECT. MEETING									GUTTER TO FENCE, TURF MOW STRIP AND SHRUBS ALONG FENCE.
LAWN									CONTROLLER BY BY TRIAL IN STRONG BOX.
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



**RASHA CT WALL**

## MAINTENANCE PERFORMANCE SCHEDULE MINIMUM REQUIREMENTS

SITE NAME: **CARRIAGE ESTATES**      AREA SIZE: 41.897 ACRES .96  
 LOCATION: SOUTH SIDE OF POCKET RD AT SILVA RANCH 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: GREENHAVEN ---NORTH OF POCKET RD. AREA SIZE: SQ. FT. 12,458 ACRES: .29  
 LOCATION: GREENHAVEN RD MEDIANS NORTH OF POCKET RD.

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECT. MEETING									OPTIC FIBER WITHIN 12 INCHES OF GRADE. CHECK MAP PRIOR TO ANY DIGGING FOR LOCATION.
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

**SITE INFORMATION: GREENHAVEN--- NORTH OF POCKET**

**IRRIGATION:** AUTO:-  **MANUAL:**  **OTHER:** \_\_\_\_\_

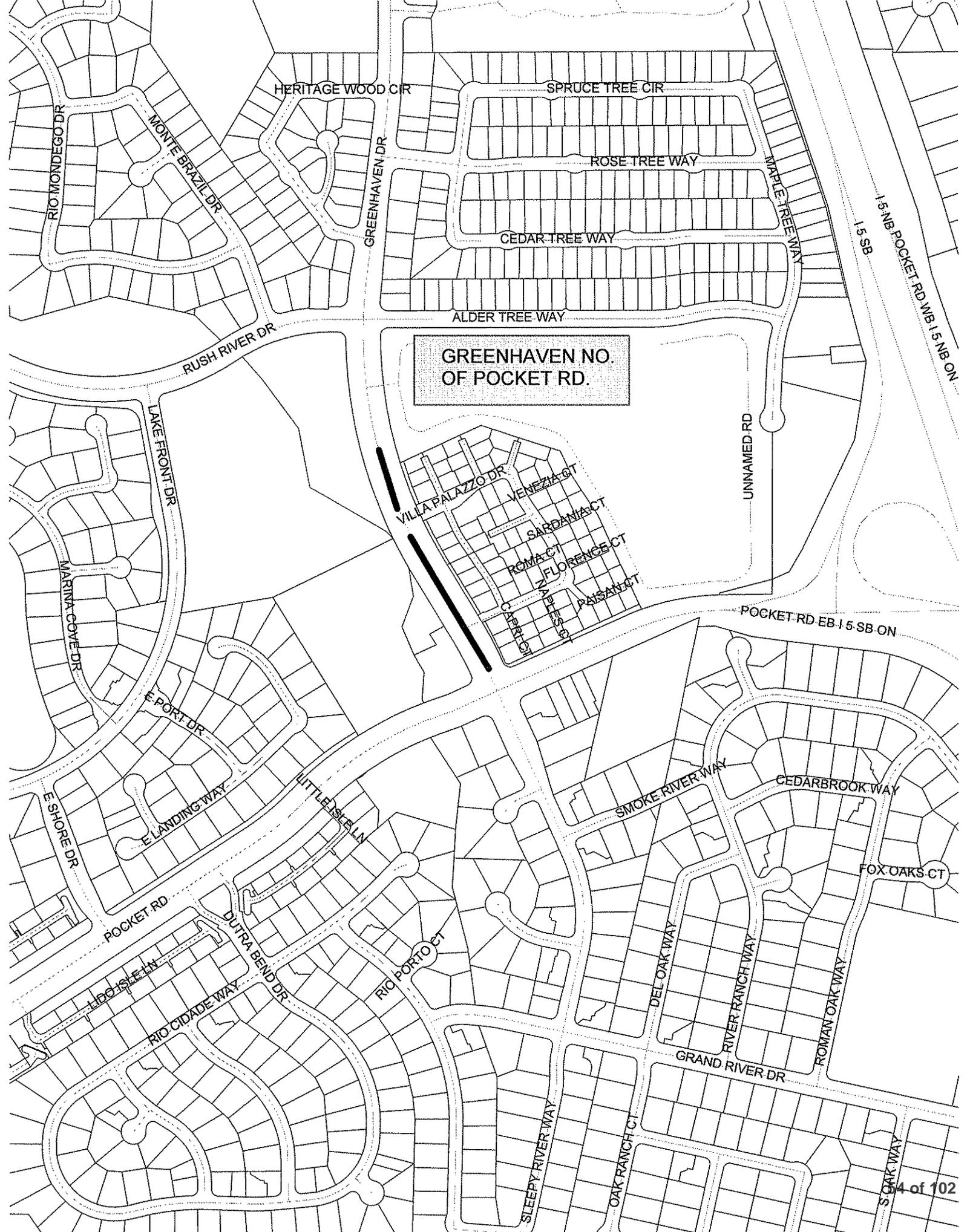
CONTROLLERS:	LOCATION:
IRRITROL MC PLUS 4	4
	ALONG WALL ON THE EAST SIDE ( VILLA PALAZZO ) ---LEFT CONTROLLER
	IN STRONG BOX

**VALVE LOCATIONS:**

<b>GROUND LEVEL</b>
<b>MAIN: RP BACKFLOWS--- ON EACH ISLAND</b>

**LANDSCAPE:** LANDSCAPED:  X  TURF: \_\_\_\_\_

GROUND COVER	SHRUBS	TREES
GAZANIA--MATSUWA YELLOW	JAPANESE BARBERRY	CREPE MYRTLE
OENOTHERA BERLANDER	POINT REYES CEANOTHUS	LONDON PLANE
MEX. EVEN. PRIMROSE	DIETES---VARIGATED	PURPLE LEAF PLUM
	DIETES ---FORTNIGHT LILY	
	HEMEROCALLIS---DAY LILY	



**GREENHAVEN NO.  
OF POCKET RD.**

## MAINTENANCE PERFORMANCE SCHEDULE MINIMUM REQUIREMENTS

SITE NAME: **GREENHAVEN ---SOUTH OF POCKET RD.** AREA SIZE: **SQ. FT. 1,960** ACRES: **.045**  
 LOCATION: **GREENHAVEN RD MEDIAN SOUTH OF POCKET RD.**

	DAILY	BI-WEEK WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED								
INSPECT. MEETING								SMALL TURF MEDIANS
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



**GREENHAVEN SO.  
OF POCKET RD.**

**GRASS ONLY, PLANTS  
SERVICED BY OTHERS**

HERITAGE WOOD CIR

SPRUCE TREE CIR

RIO MONDEGO DR

MONTI BRAZIL DR

GREENHAVEN DR

ROSE TREE WAY

MAPLE TREE WAY

15 SB

15 NB POCKET RD. NB 15 NB ON

CEDAR TREE WAY

RUSH RIVER DR

ALDER TREE WAY

UNNAMED RD

LAKE FRONT DR

TURKEY CT  
MILANI CT  
GENOVA CT  
ROMA CT  
VENEZIA CT  
SARDANIA CT  
VILLA PALAZZO DR  
PARIS CT

MARINA COVE DR

POCKET RD EB 15 SB ON

**GREENHAVEN SO.  
OF POCKET RD.**

**GRASS ONLY, PLANTS  
SERVICED BY OTHERS**

E PORT DR

E LANDING WAY

LITTLE SHELL LN

SMOKE RIVER WAY

CEDARBROOK WAY

FOX OAKS CT

POCKET RD

DUTRA BEND DR

RIO PORTO CT

DEL OAK WAY

RIVER RANCH WAY

ROMAN OAK WAY

EDG ISLE LN  
RIOCIDADE WAY

GRAND RIVER DR

SLEEPY RIVER WAY

OAK RANCH CT

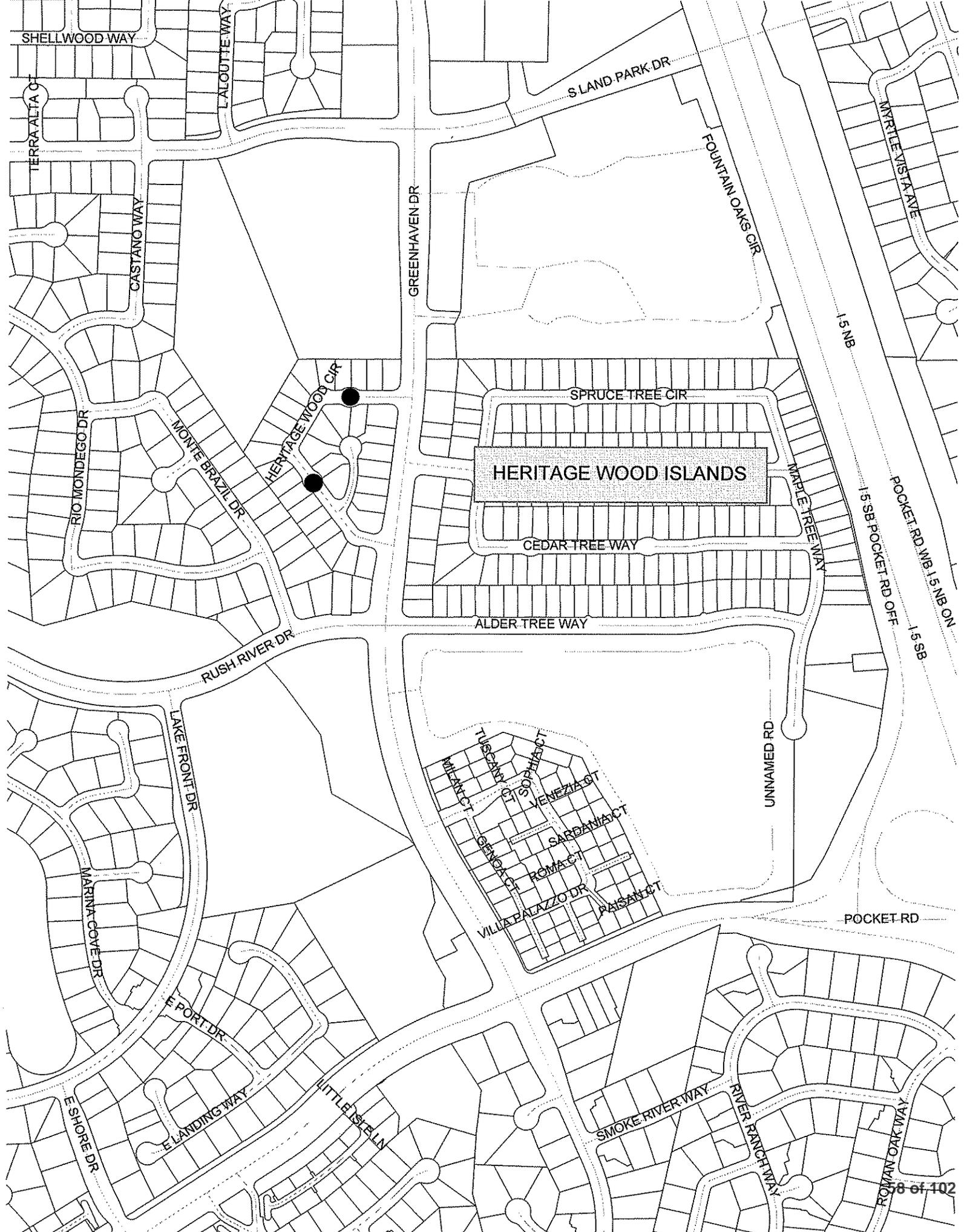
S OAK WAY

## MAINTENANCE PERFORMANCE SCHEDULE MINIMUM REQUIREMENTS

SITE NAME: **HERITAGE WOOD**      AREA SIZE: **SQ. FT.**    320    ACRES: **.007**  
 LOCATION: **HERITAGE WOOD CIRCLE NORTH OF POCKET RD, OFF GREENHAVEN**

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECT. MEETING									TWO SMALL ISLANDS ON A CIRCLE DRIVE
LAWN									IRRIGATED BY NELSON-SOLARAIN
FERTILIZER									KEEP PRUNED WITHIN THE BED
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



HERITAGE WOOD ISLANDS

## MAINTENANCE PERFORMANCE SCHEDULE MINIMUM REQUIREMENTS

SITE NAME: **FREERT MEADOWVIEW MEDIANS** AREA SIZE: 16,818 ACRES  
 LOCATION: **MEDIANS ON FREERT, NORTH AND SOUTH OF MEADOWVIEW RD.**

	DAILY	BI-WEEK WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED								
INSPECT. MEETING								KEEP AREA AT NORTH END WITH TRAFFIC BALLARDS WEED FREE
<b>LAWN</b>								
FERTILIZER								ON SOUTH END INCLUDES THE HARDSCAPE COBBLE MEDIAN .
AERATING								
RESEEDING								
CHEMICAL EDGE								NORTH MEDIAN- HAS SOLAR CONTROLLER SOUTH MEDIAN- AS 2- T-BOS IN VALVE BOX
MECH EDGE								
<b>GROUND COVER</b>								
FERTILIZER								
WINTER MOW								
<b>SHRUBS</b>								
FERTILIZER								
PRUNE								
CULTIVATE								
<b>TREES</b>								
FERTILIZER								
PRUNE								
<b>LEAF PICKUP</b>								
<b>WEED CONTROL</b>								

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



FREEPORT MEADOWVIEW  
MEDIANS

**MAINTENANCE PERFORMANCE SCHEDULE  
MINIMUM REQUIREMENTS**

SITE NAME: **MEADOWVIEW /DEPOT**      AREA SIZE:  SQ. FT.      ACRES:   
 LOCATION: **ON MEADOWVIEW---EAST OF FREEPORT BLVD IN FRONT OF HOME DEPOT**

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECT. MEETING									KEEP COBBLE TURN LANE CLEAN OF DEBRIS AND WEEDS
LAWN									
FERTILIZER									
AERATING									
RESEEDING									
CHEMICAL EDGE									
MECH EDGE									
GROUND COVER									
FERTILIZER									
WINTER MOW									
SHRUBS									
FERTILIZER									
PRUNE									SHRUBS SHALL BE PRUNED AS NEEDED TO KEEP IN BEDS AND PROVIDE CLEAR VISIBILITY
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



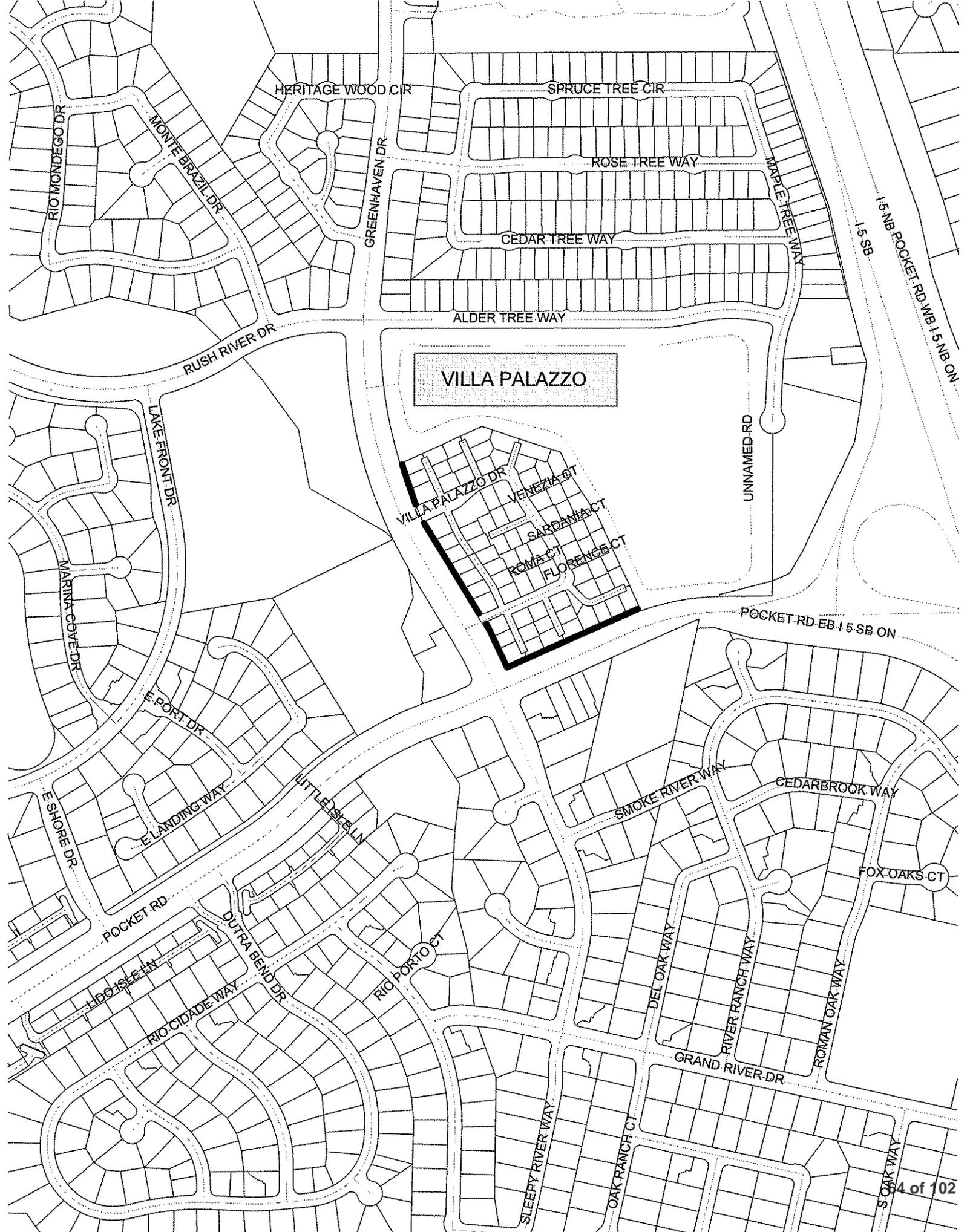
MEADOWVIEW DEPOT  
MEDIANS

**MAINTENANCE PERFORMANCE SCHEDULE  
MINIMUM REQUIREMENTS**

SITE NAME: **VILLA PALAZZO S.D.** AREA SIZE: **SQ. FT. 13,755** ACRES **.31**  
 LOCATION: **NEC OF POCKET RD AND GREENHAVEN --SEE MAP**

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECT. MEETING									
LAWN									LAWN SHALL BE KEPT WEED FREE
FERTILIZER									
AERATING									
RESEEDING									
CHEMICAL EDGE									
MECH EDGE									
GROUND COVER									
FERTILIZER									
WINTER MOW									
SHRUBS									
FERTILIZER									
PRUNE									
CULTIVATE									
TREES									REPORT ANY GRAFFITI OR VANDALISM
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



VILLA PALAZZO

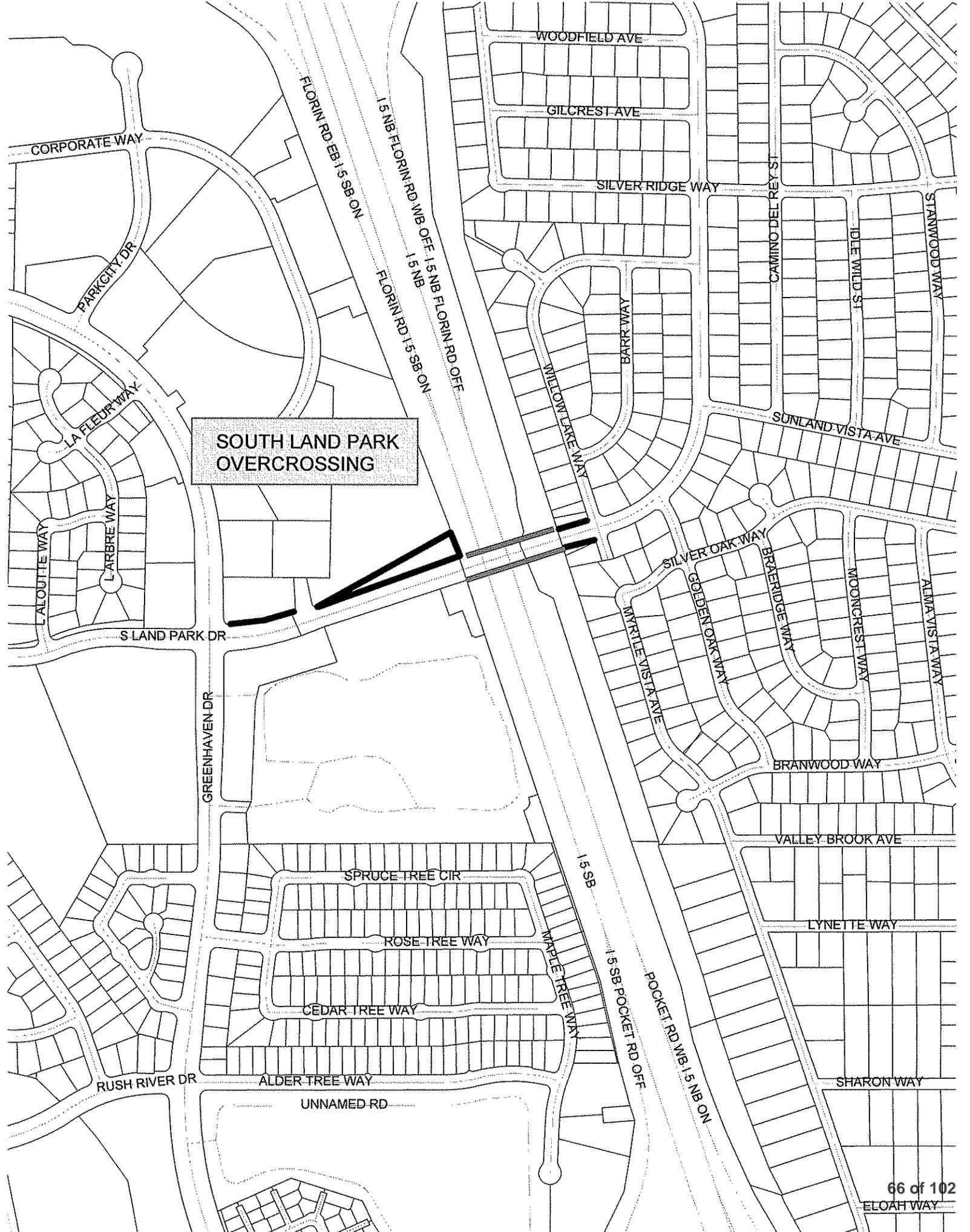
VILLA PALAZZO DR  
VENEZIA CT  
SARDINIA CT  
ROMA CT  
FLORENCE CT

# MAINTENANCE PERFORMANCE SCHEDULE MINIMUM REQUIREMENTS

SITE NAME: **SOUTH LAND PARK OVERCROSSING** AREA SIZE:  SQ. FT. ACRES:   
 LOCATION: **NORTH AND SOUTH SLOPE AREAS, EAST OF GREENHAVEN DR. AND ON BOTH SIDES OF THE I-5 FREEWAY**  
 see map, no service in front of pampas grass, south side of street.

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECT. MEETING									RESIDENTS ARE VERY VOCAL ABOUT SERVICE TO THIS OVERCROSSING.
LAWN									
FERTILIZER									KEEP GUTTER EXPANSION JOINTS, SIDEWALK WEED FREE
AERATING									KEEP THE SLOPE CLEAR OF ALL TALL WEEDS THAT WOULD BE VISIBILE FROM THE ROADWAY or AT LEAST 8 FT BACK OF WALK.
RESEEDING									
CHEMICAL EDGE									
MECH EDGE									
GROUND COVER									MAINTAIN THE GUTTER EXPANSION JOINT, GUTTER AND SIDEWALKS THAT GOES OVER THE I-5 FREEWAY --- KEEP FREE OF WEEDS AND LITTER.
FERTILIZER									
WINTER MOW									
SHRUBS									DO NOT SERVICE IN FRONT OF APARTMENTS ON SOUTH SIDE OF SLOPE. ON THE N/E CORNER OF GREENHAVEN AND S LAND PARK DR, MAKE SURE THE ENTIRE CORNER IS SERVICE IN FRONT OF VACANT LOT/FIELD
FERTILIZER									
PRUNE									
CULTIVATE									
TREES									
FERTILIZER									
PRUNE									
LEAF PICKUP									SLOPE AREAS SHALL BE SPRAYED FOR BROADLEAF CONTROL ONCE PER YEAR.
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 LAND PARK  
OVERCROSSING**

**MAINTENANCE PERFORMANCE SCHEDULE  
MINIMUM REQUIREMENTS**

SITE NAME: RUSH RIVER ROUND-ABOUT      AREA SIZE: SQ. FT.      5,818      ACRES: .13  
 LOCATION: RUSH RIVER AT WINDBRIDGE DR.

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECT. MEETING									INCLUDES ALL CORNER COBBLE FINGERS AND ISLANDS
LAWN									KEEP WEED FREE AND GUTTERS AROUND COBBLE AREAS CLEAN
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



RUSH RIVER  
ROUND ABOUT

SECTION III – BIDDER RESPONSE DOCUMENTS

**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**

SECTION III – BIDDER RESPONSE DOCUMENTS

**E. DRUG FREE WORKPLACE POLICY AND AFFADAVIT**

**BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.  
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.**

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
  - a. The dangers of drug abuse in the workplace.
  - b. The contractor's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance program.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
  - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

\* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION: \_\_\_\_\_  
                     Date                    Violation Type                    Place of Occurrence

If additional space is required use back of this form.

\* The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED A CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: California Landscape Associates Inc  
 BY: David Marsman                      Estimator                      Date: 11-17-10  
                     Signature    Title

Effects of violations: a. Suspension of payments under the Agreement. b. Suspension or termination of the Agreement. c. Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

## 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

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#### 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:

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### 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.

**SOUTHWEST CLIPPER STREETSCAPES**

**BID NO. B113497011**

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):

**CALIFORNIA LANDSCAPE ASSOCIATES INC.**  
8330 Galena Ave.  
Sacramento, CA 95828

Specify: fixed office location or distribution point(s): \_\_\_\_\_

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: 64809

**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 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 \$ 61,220.00.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
  - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONTRACTOR shall contain the following information:
    - (1) Job Name
    - (2) Description of services billed under this invoice, and overall status of project
    - (3) Date of Invoice Issuance
    - (4) Sequential Invoice Number
    - (5) CITY's Purchase Order Number
    - (6) Total Contract Amount
    - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
    - (8) Total Billed to Date
    - (9) Total Remaining on Contract
    - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
  - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

STREETSCAPES  
5730 24th STREET, BUILD #9  
SACRAMENTO, CA 95822

Attn: STEPHANIE FRASER

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

**Attachment 1**

**EXHIBIT B**

**NONPROFESSIONAL SERVICES AGREEMENT**

**FEE SCHEDULE / MANNER OF PAYMENT**

CITY OF SACRAMENTO  
LANDSCAPE MAINTENANCE PRICING SCHEDULE FOR AREA:  
SOUTH WEST CLIPPER STREETSCAPES

PAGE 1 OF 2

This bid is for all NINETEEN (19) sites. All items 1-19 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	43rd AVE. MEDIANS (9,618 sq)	\$ 160	\$ 1920	\$ 160	\$ 1920	\$ 162	\$ 1939
2	FLOIRIN RD WEST (122,665 sq)	\$ 532	\$ 6384	\$ 532	\$ 6384	\$ 537	\$ 6448
3	GLORIA SLOPES (48,352 sq)	\$ 310	\$ 3720	\$ 310	\$ 3720	\$ 313	\$ 3757
4	GREENHAVEN-SOUTH OF FLORIN RD (8,712 sq)	\$ 143	\$ 1716	\$ 143	\$ 1716	\$ 144	\$ 1733
5	RIVERSIDE CLIPPER (15,420 sq)	\$ 186	\$ 2232	\$ 186	\$ 2232	\$ 188	\$ 2254
6	SUTTERVILLE RAMP (284,974 sq)	\$ 856	\$ 10272	\$ 856	\$ 10272	\$ 865	\$ 10375
7	WINDEMERE (14,375 sq)	\$ 281	\$ 3372	\$ 281	\$ 3372	\$ 284	\$ 3406
8	RIVERSIDE BLVD MEDIANS (54,537 sq)	\$ 398	\$ 4776	\$ 398	\$ 4776	\$ 402	\$ 4824
9	POCKET RD LANDSCAPED MEDIANS (60,000 sq)	\$ 371	\$ 4452	\$ 371	\$ 4452	\$ 375	\$ 4497
10	RASHA CT. FRONTAGE ON POCKET (2,496 sq)	\$ 25	\$ 300	\$ 25	\$ 300	\$ 25	\$ 303
11	CARRIAGE ESTATES DISTRICT (41,897 sq)	\$ 265	\$ 3180	\$ 265	\$ 3180	\$ 268	\$ 3212
PAGE 1 SUBTOTAL		\$ 3237	\$ 42324	\$ 3527	\$ 42324	\$ 3562	\$ 42747
		\$ 3527					

DATE: 11-17-10 COMPANY: California Landscapes SIGNATURE: David Hanson

CITY OF SACRAMENTO

PAGE 2 OF 2

LANDSCAPE MAINTENANCE PRICING SCHEDULE FOR AREA:  
SOUTH WEST CLIPPER STREETSCAPES

This bid is for all NINETEEN (19) sites. All items 1-19 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
	<b>SUB-TOTALS FROM PAGE 1</b>	\$ 3527	\$ 42324	\$ 3527	\$ 42324	\$ 3562	\$ 42747
X	12 GREENHAVEN NO OF POCKET (12,458 sq)	\$ 121	\$ 1452	\$ 121	\$ 1452	\$ 122	\$ 1467
X	13 GREENHAVEN SO OF POCKET (1,960 sq)	\$ 91	\$ 1092	\$ 91	\$ 1092	\$ 92	\$ 1103
X	14 HERITAGE WOOD CIR (320 sq)	\$ 10	\$ 120	\$ 10	\$ 120	\$ 10	\$ 121
X	15 FREEPORT MEADOWVIEW MEDIANS (16,800 sq)	\$ 128	\$ 1536	\$ 128	\$ 1536	\$ 129	\$ 1551
X	16 MEADOWVIEW DEPOT (5,673 sq)	\$ 109	\$ 1308	\$ 109	\$ 1308	\$ 110	\$ 1321
X	17 VILLA PALAZZO DISTRICT (13,755 sq)	\$ 307	\$ 3684	\$ 307	\$ 3684	\$ 310	\$ 3721
0	18 SOUTH LAND PARK OVERCROSSING (UNKNOWN)	\$ 155	\$ 1860	\$ 155	\$ 1860	\$ 157	\$ 1879
0	19 RUSH RIVER ROUND-A-BOUT (5,818 sq)	\$ 51	\$ 612	\$ 51	\$ 612	\$ 52	\$ 618
	<b>TOTALS</b>	\$ 4499	\$ 53988	\$ 4499	\$ 53988	\$ 4544	\$ 54528
				4499			
				<del>4544</del>	53988	<del>4544</del>	54528
				\$ 473	\$ 1664	\$ 482	\$ 1781

COMBINED YEARLY TOTAL FROM ALL THREE YEARS	\$ 162,504
THE REPAIR CREW RATES TOTAL	\$ 6940
<b>THREE YEAR TOTAL</b>	<b>\$ 169,444.00</b>

DATE: 11-17-10 | COMPANY: California Landscape | SIGNATURE: David Hanson

**SOUTHWEST CLIPPER STREETSCAPES**

**BID NO. B113497011**

**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) = \$ 3040  
50 hours x Specialty Irrigation Rate (ITEM # 2) = \$ ~~2500~~ 2500  
\$7,000 x Percentage Markup (ITEM # 4) = \$ 1400 AMOUNT OF MARK UP ONLY  
(TOTAL) \$ ~~6690~~ 6940

**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.

\$ 38 per

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.

call RATE IS TO NOT EXCEED 1 AND 1/2 TIMES TECHNICIAN RATE \$ 78 per

ITEM # 4 - PERCENT OF MARKUP ON MATERIALS

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

20 %

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**

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

CITY shall *[check one]*

Not furnish any facilities or equipment for this Agreement; or

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

**EXHIBIT D  
NONPROFESSIONAL SERVICES AGREEMENT**

**GENERAL PROVISIONS**

**1. Independent Contractor.**

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

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

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

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

**7. CONTRACTOR Information.**

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

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

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

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

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

remedy that CITY may have in law or equity.

**10. Indemnity.**

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

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

F. Subcontractors

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

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

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

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

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

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

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

- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

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

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

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



SECTION III - REQUIREMENTS

H. BID SIGNATURE PAGE

BID NO. B113497011

FOR SERVICES/SUPPLIES: Landscape Maintenance

To the City of Sacramento:

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

CONTRACT DOCUMENTS

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

To Be Filled Out By Bidder

CALIFORNIA LANDSCAPE ASSOCIATES INC.

NAME OF CONTRACTOR: 8330 Galena Ave.

Sacramento, CA 95828

ADDRESS: \_\_\_\_\_

PHONE #: 916-381-9999 FAX #: 916-381-9990 E-MAIL: davidhans@shcglobal.net

STATE TAX I.D. #: \_\_\_\_\_ FED. TAX I.D. #: 68-017826

City of Sacramento Business Operation Tax Certificate #: 64809  
(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) David Hanson

PRINT NAME: David Hanson

TITLE: Estimator

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.

**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>68-017826</u>	_____
<input type="checkbox"/> STATE ID #	_____	_____
<input type="checkbox"/> STATE OF CALIFORNIA C27 LICENSE	<u>568804</u>	<u>5-31-11</u>
<input type="checkbox"/> CITY OF SACRAMENTO BUSINESS OPERATIONS TAX CERTIFICATE	<u>64809</u>	<u>12-31-10</u>
<input type="checkbox"/> STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS LICENSE	<u>31682</u>	<u>12-31-10</u>
<input type="checkbox"/> STATE OF CALIFORNIA APPLICATOR		
< LICENSE		
< OR	<u>QL38511</u>	<u>12-31-10</u>
< CERTIFICATE		
<input type="checkbox"/> STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS COUNTY REGISTRATION	<u>34-10-3400245</u>	<u>12-31-10</u>

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

CONTRACTOR: David Hanson  
 SIGNATURE  
 PRINT NAME: David Hanson  
 TITLE: Estimator  
 DATE: 11-17-10

**CALIFORNIA LANDSCAPE ASSOCIATES INC.**  
 8330 Galena Ave.  
 Sacramento, CA 95828  
 NAME OF FIRM  
 ADDRESS

**SECTION III – BIDDER RESPONSE DOCUMENTS**

**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.

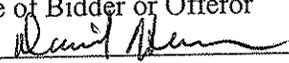
**Certification**

I, David Hanson (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 California Landscape's bid or proposal.

Name of Contractor/Bidder/Offeror: CALIFORNIA LANDSCAPE ASSOCIATES INC.

Address: 8330 Galena Ave.  
Sacramento, CA 95828

PO/Bid/Contract # B113497011

Print name and Signature of Bidder or Offeror  
David Hanson 

Date: 11-17-10

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: CALIFORNIA LANDSCAPE ASSOCIATES INC.

Address: 8330 Galena Ave.  
Sacramento, CA 95828

Name of City Contract: Southwest Clipper

Contracting Department: Street Services

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 contact, 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.

David Hanson  
Signature of Authorized Representative

Date: 11-17-10

Print name: David Hanson

Title: Estimator

**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:

Sacramento CA  
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.	City of Sacramento	Stephanie Fagan 808-2553
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2.	City of Citrus Heights	Chris Myers 727-4910
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3.	TJ Mavor EsKaton	Kevin Carlson 530- <del>666</del> - 621-4455
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4.	EOD	Robert Long 653-2480
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5.	Jerry Gonsolves PMA West Sacramento	Jerry Gonsolves 375-0200
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6.	City of Rocklin	Ron Patten 625-5500
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7.		
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8.		
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## 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.

CALILAN-01 TOD

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 5/21/2010
PRODUCER (530) 668-2777 Armstrong & Associates Insurance Services License # 0850501 P.O. Box 1270 Woodland, CA 95776-1270	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED California Landscape Associates, Inc. 6330 Galena Avenue Sacramento, CA 95828	INSURERS AFFORDING COVERAGE INSURER A. Starnet Insurance Company INSURER B. Golden Eagle Insurance INSURER C. Everest Indemnity Insurance Company INSURER D. INSURER E.	NAIC #

**COVERAGES**

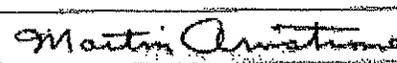
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

RISK APPL. LTR. (INSRD)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PSP000624102	6/18/2010	6/18/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> RENTED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA8789108	6/18/2010	6/18/2011	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ DAMAGE LIABILITY ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	<input type="checkbox"/> EXCESS UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, check box under SPECIAL PROVISIONS below OTHER	7600005139101	4/1/2010	4/1/2011	<input checked="" type="checkbox"/> WC/STATU- TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater	IM8788908	6/18/2010	6/18/2011	Rented/Leased Equipment 17,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

10 Day Notice of Cancellation Applies for Premium Non-Payment

City of Sacramento is an additional insured per attached CG2010 10/01 (with primary). Work Comp Waiver of subrogation applies per endorsement attached

<b>CERTIFICATE HOLDER</b>  City of Sacramento c/o Ebix BPO PO Box 257, Ref # 106-7326900 Portland, MI 48875-0257	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	--

ACORD 25 (2001/08)

6/25/2010 8:30AM © ACORD CORPORATION 1988

**IMPORTANT**

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

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

**DISCLAIMER**

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

ACORD 25 (2001/00)

POLICY NUMBER: PSP000624101

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

<p><b>Name of Person or Organization:</b>  Any Person or Organization Required to Be Named as an additional insured under a contract and evidenced by certificate of insurance or document on file with company</p>
---

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:
  - 2. Exclusions
    - This insurance does not apply to "bodily injury" or "property damage" occurring after:
      - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
      - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**PERSON OR ORGANIZATION**

**JOB DESCRIPTION**

ANY PERSON OR ORGANIZATION FOR WHOM BLANKET WAIVER OF SUBROGATION  
THE NAMED INSURED HAS AGREED BY  
WRITTEN CONTRACT TO FURNISH THIS  
WAIVER

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/1/2010 Policy No. 7600005139101

Endorsement No. 001

Insured California Landscape Associates Inc

Premium \$

Insurance Company Everest Indemnity Insurance Company

Countersigned By

*Martin Armstrong*

- 1996 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved.  
From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.

INSURED COPY

6/15/2010 8:30AM