City of Sacramento
City Council

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

Meeting Date: **2/21/2012** **Report Type:** Consent

Title: Contract: Capitol Mall and Downtown Streetscapes

Report ID: 2012-00122

Location: District 4

Recommendation: Pass a Motion awarding a one-year non-professional services agreement for the maintenance of the Capitol Mall and Downtown Streetscapes with Parker Landscape Development, Inc. for an amount not to exceed $65,000 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 $203,628.

Contact: Erik Talavera, Program Specialist, (916)808-2272; Juan Montanez, Streets Manager, (916)808-2254, Department of Transportation

Presenter: None

Department: Transportation Department
Division: Streetscape Maintenance
Dept ID: 15001681

Attachments:

1-Description/Analysis
2-Background - Capitol Mall and Downtown Streetscapes
3-Attachment 1 - Capitol Mall and Downtown Streetscapes
4-Exhibit A - Agreement - Capitol Mall and Downtown Streetscapes

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City Attorney Review
Approved as to Form
Jerry Hicks
2/9/2012 3:42:14 PM

City Treasurer Review
Reviewed for Impact on Cash and Debt
Russell Fehr
2/6/2012 4:40:55 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 2/9/2012 7:59:01 AM

Back to Table of Contents

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. B123497014 was issued for maintenance of the Capitol Mall and Downtown Streetscapes. City Council approval is necessary to award a non-professional services agreement to Parker Landscape Development, Inc.

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. Parker Landscape Development, Inc. 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: Three companies submitted responsive bids in response to Invitation for Bid No. B123497015 (see Attachment 1). Parker Landscape Development, Inc. 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 2011/12 ($65,000 for year one). The total amount of the contract, with optional extensions, will not exceed $203,628 for the three-year period. 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 5.82 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): Parker Landscape Development, Inc. is certified by the City of Sacramento as an Emerging/Small Business Enterprise.

Back to Table of Contents

Background

In November 2011, Invitation for Bid No. B123497014 was issued to procure streetscape maintenance and repair services for the Capitol Mall and Downtown Streetscapes. Three bidders responded to the solicitation.

Based upon the results of that competitive solicitation, which may be found in Attachment 1, staff recommends award of a one-year non-professional services agreement, with two optional extensions, to the lowest responsive and responsible bidder, Parker Landscape Development, Inc. The amount of the initial one-year agreement will not exceed $65,000. The total amount of the agreement, with two optional one-year extensions, will not exceed $203,628.

The total amount of the agreement, $203,628, includes $19,500 for additional maintenance and repairs not included in the agreement's scope of work. The amount is based upon the amount of additional work typically required to address damage caused by vandalism, pest infestations, unseasonably high or low temperatures, and other unforeseen causes. The amounts reflected as "Repair Crew Rates" in the bid summary in Attachment 1 represent estimated totals established solely for evaluation purposes.

Back to Table of Contents

BID EVALUATION

BID No. 123497014 -- CAPITOL MALL AND DOWNTOWN STREETSCAPES

Bid Item	PARKER LANDSCAPE	VALLEY LANDSCAPE	OLIVER LANDSCAPE
First Year	$58,500.00	$63,360.00	$67,800.00
Second Year	$61,356.00	$63,360.00	$67,822.00
Third Year	$64,272.00	$63,360.00	$70,200.00
Repair Crew Rates	$6,600.00	$5,850.00	$6,425.00
Bid Total	**$190,728.00**	**$195,930.00**	**$212,247.00**
E/SBE 5% Pref	$9,536.40	$9,796.50	$10,612.35
Prompt Pay Discount	$0.00	$0.00	$0.00
Bid Evaluation Total	**$181,191.60**	**$186,133.50**	**$201,634.65**

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

Authorization is requested for a one-year non-professional services agreement, with two optional one-year extensions, for a total amount not to exceed $203,628. The amount requested includes $19,500 for additional maintenance and repairs not included in the agreement's scope of work, based upon the amount of additional work typically required to address damage caused by vandalism, pest infestations, unseasonably high or low temperatures, and other unforeseen causes.

Back to Table of Contents

PROJECT #:
PROJECT NAME: Capitol Mall and Downtown 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

Parker Landscape Development, Inc.
6251 Sky Creek Drive, Suite A
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

By:_____

Print name: Jerry Way

Title: Director of Transportation
For: John F. Shirey, City Manager

APPROVED TO AS FORM:

City Attorney

ATTEST:

_____
City Clerk

Attachments

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

CONTRACTOR:

Parker Landscape Dev. Inc.
NAME OF FIRM

5224 50493
Federal I.D. No.

248-8769-7
State I.D. No.

140622
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

Tim Parker. Pres.
Print Name and Title

Additional Signature *(if required)*

Print Name and Title

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor: PARKER LANDSCAPE DEVELOPMENT INC.

Address: 6251 SKY CREEK DR., SUITE A, 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 Contact, and pursue all available legal and equitable remedies.

6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.

7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.

8. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

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

Signature of Authorized Representative Date: 2-7-2012

Print name: Connie J Parker

Title: Corp Sect

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: PARKER LANDSCAPE DEVELOPMENT INC.

Address: 6251 SKY CREEK DR., SUITE A, 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.

Signature of Authorized Representative

2-7-2012
Date

Connie Jo Parker
Print Name

Corp. Sect
Title

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Stephanie Fraser, Construction Inspector III
DOT Street Services, Streetscapes Maintenance
5730 24th Street, Bldg. 9, Sacramento, CA 95822
916-808-2253

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:

Tim Parker, President
Parker Landscape Development, Inc.
6251 Sky Creek Drive, Suite A, Sacramento, CA 95828
916-383-4071

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. [*Describe services to be provided here, or, if scope of services is described in an attachment, label the attachment "Attachment 1 to Exhibit A" and include the following sentence:*]

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

Contractor will provide all labor, material, tools, and equipment necessary to provide landscape maintenance and repair for the Capitol Mall and Downtown Streetscapes, in accordance with the Specifications and Scope of Work included in B123497014 and the City of Sacramento Landscape Maintenance Services General Specifications and Provisions LS10-1.

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

From March 1, 2012 through midnight, February 28, 2013, with options to extend for two additional years with all terms and conditions remaining the same. Extensions shall be by mutual consent, in writing.

Attachment 1

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

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

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

STANDARD WATER QUALITY SPECIFICATIONS

Water Quality Control

These requirements consist of regulations contained in the National Pollution Discharge Elimination System (NPDES) Stormwater Permit issued to the City.

1. Dust Control

The Contractor shall comply with all City and County of Sacramento air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes, specified in the Government Code. The Contractor shall be responsible for the control of dust within the limits of the project at all times including weekends and holidays in addition to normal working days. The Contractor shall take whatever steps are necessary or required by the Engineer to eliminate the nuisance of blowing dust **without causing sediment, debris or litter to enter the City storm drain system**.

2. Erosion, Sediment, and Pollution Control

The Contractor shall be responsible for controlling erosion and sedimentation within the limits of the project at all times during the course of construction including evenings, weekends and holidays in addition to normal working days. The Contractor shall prevent sediment and construction debris from entering the City storm drain system.

The Contractor shall provide the following erosion, sediment, and pollution control Best Management Practices (BMPs) when and where applicable (also see attached details):

1. Filter Bags in and Gravel bags around any storm drain inlets which receive runoff from the limits of the construction zone, including storage and staging areas. Alternative storm drain inlet protection BMPs can be used with approval of the Engineer.
2. Covering of material piles and/or gravel berm (or approved equal) around material piles as required to prevent migration of material to gutters or storm drains.
3. Gutter flow lines are to be kept unimpeded and free of soil, debris and construction materials at all times.
4. Stabilized construction entrance at any soil to concrete/asphalt interface used by Contractor vehicles and equipment.
5. Silt fences, fiber rolls or approved equal at any soil to concrete/asphalt interface at which soil may be washed onto the concrete/asphalt.

   Wash water, slurry and sediment from concrete or asphalt saw cutting operations shall not be allowed to enter the City storm drain system, but instead must be collected and disposed of, by the Contractor, in some manner approved by the Engineer.

   The Contractor is required to implement, at a minimum, the following housekeeping practices: site cleanup, solid waste management, material storage and delivery area, concrete waste management, and spill prevention and control.

6. Site Cleanup: The Contractor shall keep the project site clean and free of dust, mud, and debris resulting from the Contractor's operations. Daily clean up throughout the project shall be required as the Contractor progresses with the work. Extra precautions and clean up efforts shall be made prior to weekends and holidays.

Daily or as needed, all paved areas within the limits of the project shall be cleaned and free of sediments, asphalt, concrete and any other construction debris. The Contractor will not be allowed to clean sediment and debris from the street by using water to wash down streets. The streets will be allowed to be washed only after the streets have been thoroughly swept and/or vacuumed and inlet protection has been placed at all storm drain inlets to catch any remaining sediments from the streets.

Spillage of earth, gravel, concrete, asphalt, or other materials resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense. If site is not kept sufficiently clean the City will take measures to clean it and back charge the Contractor.

7. Solid Waste Management: Contractor shall maintain a clean construction site. Contractor shall provide designated areas for waste collection. The waste collection areas shall be leak-proof containers with lids or covers. Site trash shall be collected daily and placed in the disposal containers. The Contractor shall make arrangements for regular waste collection. The Contractor shall also regularly inspect the waste disposal areas to determine if potential pollutant discharges exist.

8. Material Storage and Delivery Area: Contractor shall provide one central material storage and delivery area (MSDA) for the duration of the project. This area shall be protected such that runoff will not be allowed to leave the MSDA site. The Contractor shall regularly inspect the MSDA site to ensure that any hazardous or non-hazardous materials have not spilled.

9. Concrete Waste Management: The Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated on-site area. Concrete wastes, including left-over concrete and material from washing out the concrete truck, shall not be disposed or washed into the storm drain system . If a designated on-site area is provided, the site shall be bermed to allow the concrete to dry. The dried concrete waste shall be removed and disposed of properly by the Contractor at his expense.

10. Spill Prevention and Control: The Contractor shall be responsible for instructing employees and sub-contractors about preventing spills of hazardous materials, including equipment fuel, and controlling spills if they occur. Proper spill control and cleanup materials and procedures shall be kept on site near the storage and equipment fueling areas and updated as materials change on site. Contractor will be held strictly responsible for the prevention, clean-up and consequences of any hazardous materials spills.

Throughout the duration of the project the Contractor will be required to inspect and maintain, in effective condition, all erosion, sediment, and pollution control BMPs before and after each storm event and as needed. The contractor shall immediately correct or replace any ineffective BMPs.

More information about control measures and housekeeping practices can be obtained by referring to the City of Sacramento's Administrative and Technical Procedures Manual for Grading, Erosion and Sediment Control available at 1395 35th Avenue, Sacramento, CA 95822.

The Contractor shall prepare and submit an erosion, sediment and pollution control plan (ESC Plan) to the Engineer for review, *(Note to project manager: section number may vary. Revise as needed.)* per Section I, Review of Contractor's Information, of these Special Provisions. The

submittal shall include a description of all erosion, sediment and pollution control BMPs proposed to be used to prevent sediment and other sources of pollution from entering the City storm drain system as well as a site plan showing their placement. The ESC Plan shall be submitted a minimum of 48 hours prior to start of the work. **The Contractor will not be allowed to begin work until an accepted ESC Plan is on file with the Engineer**. The erosion, sediment and pollution control plan shall be updated as necessary and re-submitted to the Engineer.

3. Enforcement

Per City Code Sections 15.88, 13.16 and 1.28, the Contractor shall be subject to Notices of Violation (NOVs) resulting in possible Stop Work Orders and Administrative Penalties of up to $4,999 per day for non-compliance of this section of the Special Provisions.

Per the State's Porter Cologne Water Quality Act, the Contractor shall also be subject to inspection by Staff from the Central Valley Regional Water Quality Control Board who have the authority to issue Notices of Violation (NOVs) and Penalties of up to $10,000 per day for non-compliance. The Contractor shall be liable for any fines issued to the project by the State or Federal Government for NPDES non-compliance due to Contractor negligence.

The City reserves the right to take corrective action and withhold the City's costs for corrective action from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.
Any fines, including third-party claims, levied against the Agency as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.

ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE

Title 12 STREETS, SIDEWALKS AND PUBLIC PLACES
Chapter 12.20 CLOSURE OF PRIMARY STREETS FOR CONSTRUCTION

12.20.010 Definitions.

The following terms used in this chapter shall have the meanings set forth below:

"City working hours" means 7:00 a.m. to 6:00 p.m., Monday through Friday, legal holidays excepted.

"Director" means the director of public works or utilities departments of the city of Sacramento or his or her authorized representative(s).

"Emergency repairs" means repairs to a utility facility located in or adjacent to a primary city street that must be performed immediately when the necessity arises to safeguard life or property or maintain continued operation of the facility.

"Facility" means a marked or otherwise identified underground or existing above-ground improvement or structure.

"Known facility" means any facility that can be observed visually, is marked correctly in the field or is shown correctly on any contract, plan or permit document.

"Person" means any person, firm, company or governmental agency, including any person performing work under a contract between the person and the city.

"Public Easement" means any easement or right-of-way owned or controlled by a public agency or by a public utility.

"Traffic engineering services office" means the office responsible for providing traffic engineering services for the public works department of the city of Sacramento, 1000 I Street, Suite 170, Sacramento, CA., phone (916) 264-5307, fax (916) 264-8404.

"Work" means all work performed under a notice to proceed for a private development project, a capital improvement project or other contract with the city or for which a revocable permit, encroachment or excavation permit or temporary street closure permit is required. Work also means all work performed without one or more of the aforementioned permits or authorizations, but for which one or more of the aforementioned permits or authorizations are required. (Ord. 2002-004 § 1, 2002; Ord. 98-002 § 2 (part): prior code § 25.04.069)

12.20.020 Closure of streets for work—Traffic control plan.

A. Except when performing emergency repairs, no person shall perform any work that will obstruct vehicular or pedestrian traffic on a city street unless a traffic control plan has been approved by the director.

B. Emergency repairs that obstruct vehicular or pedestrian traffic on a city street, shall be reported to the traffic engineering services office not later than one hour after the need

for the emergency repairs is determined. If the emergency repairs obstruct vehicular or pedestrian traffic on a city street outside of city working hours, the city traffic engineering services office shall be notified of the closure or obstruction not later than nine a.m. on the next working day.

C. All work requiring a traffic control plan shall conform to the conditions and requirements of the approved plan.

D. Where a traffic control plan is required, the approved plan must be available at the site for inspection by the director during all work.

E. If the director determines that actual traffic conditions under the approved plan are hazardous to public safety, the director may require the plan to be immediately modified. If the hazardous conditions cannot be eliminated by plan modification the director may require work under the plan to be stopped, and the plan suspended, until the safety hazard is remedied. (Ord. 2002-004 § 2, 2002: Ord. 98-002 § 2 (part): prior code § 25.04.069-1)

12.20.030 Traffic control plan—Requirements.

A. Application. Before approving a traffic control plan, the director shall require a written submission of a proposed traffic control plan that includes the following information:

1. The name and business address of the applicant.

2. A diagram showing the location of the proposed work area.

3. A diagram showing the location of areas where the public right-of-way will be closed or obstructed.

4. A diagram showing the placement of traffic control devices necessary to perform the work.

5. The proposed phases of traffic control.

6. The time periods when the traffic control will be in effect.

7. The time periods when work will prohibit access to private property from a public right-of-way.

8. A statement that the applicant will comply with the city's noise ordinance during the performance of all work.

9. A statement that the applicant understands that the plan may be modified by the director at any time in order to eliminate or avoid traffic conditions that are hazardous to the safety of the public.

B. Upon receiving a complete proposed traffic control plan, the director shall either approve, approve with modifications or disapprove the plan.

C. If the work to be performed under the approved traffic control plan is not commenced and completed within the times specified in the plan, the plan shall be deemed to have expired, and shall be void, and a new plan shall be required prior to commencing or continuing work. (Ord. 2002-004 § 3, 2002: Ord. 98-002 § 2 (part): prior code § 25.04.069-2)

12.20.040 Maintenance of construction areas.

A. No person performing work shall cause any public right-of-way, public street, public property or public easement to be covered with construction related trash, debris, garbage, waste material or soil. Public rights-of-way, public streets, public property and public easements affected by work must be cleaned to the satisfaction of the director prior to re-opening these areas to the public.

B. Trench plates shall not be utilized for more than three calendar days in one location and temporary surfacing shall not be utilized for more than five calendar days in one location without prior written approval of director. (Ord. 2002-004 § 4, 2002)

12.20.050 Repair of traffic control systems.

All persons performing work shall repair or replace, to previous condition or better, all existing traffic control system markers or devices that are damaged or destroyed during work within three calendar days of the completion of work in the immediate area unless written direction extending the time period or relieving the persons performing work of this obligation is provided by the director. (Ord. 2002-004 § 5, 2002)

12.20.060 Care of existing known facilities.

All persons performing work shall take reasonable precautions not to damage or destroy existing known facilities. (Ord. 2002-004 § 6, 2002)

12.20.070 Public notification of work.

All persons performing work shall conform to any public notification requirements included in the permit, contract documents, or approved plans. If notification is required, at a minimum, persons performing work shall notify residents and businesses immediately adjacent to the project work in writing two working days in advance of beginning work. The notice shall be approved by the director, shall describe the work to be performed, the anticipated duration of construction, and the name and daytime telephone number of the person performing the work. (Ord. 2002-004 § 7, 2002)

12.20.080 Violation—Administrative penalties.

A. Administrative Penalties. The director may issue an order imposing an administrative penalty to any person violating any provision of this chapter.

1. Notwithstanding any contrary provision of this code, each day a violation of the following code provisions occurs shall constitute a separate violation, and shall be subject to a separate penalty:

a. Section 12.20.020(B).

b. Section 12.20.020(D).

c. Section 12.20.040.

d. Section 12.20.050.

e. Section 12.20.060.

f. Section 12.20.070.

2. Notwithstanding any contrary provision of this code, each fifteen (15) minute period that a violation of the following code provisions occurs shall constitute a separate violation, and a separate administrative penalty may be imposed for each violation:

a. Section 12.20.020(A).

b. Section 12.20.020(C).

3. The administrative penalty for each violation of any provision of this chapter shall be one thousand dollars ($1,000.00). Violations of a specific section of this chapter by the same person occurring during the same work but located in different blocks or located in the same block but occurring on different days or at different times on the same day shall constitute separate violations for which separate administrative penalty orders may be issued.

4. If a person performing work under a contract between the person and the city violates any provision of this chapter, the city may deduct the amount of any administrative penalties imposed hereunder from any funds otherwise payable to the person under the contract.

5. In addition to the aforementioned penalties, the city may withhold issuance of permits for encroachment or excavation in a city street (issued pursuant to Chapter 3.76 or Chapter 12.12 of this code) to any person receiving a final administrative penalty order for a violation of any specific provision of this chapter three times within a two year period; the city may withhold issuance of permits for a period of not longer than two years after said administrative penalty orders are final. Multiple administrative penalty orders issued for continuing violations occurring on the same calendar day shall be considered one administrative penalty order for purposes of this section.

B. Imposition of the Administrative Penalties. The administrative penalty order shall be imposed in accordance with the provisions of Section 1.28.010 of this code, and shall contain the following:

1. The name and address of the violating party, if known;

2. The location, date and time of the violation;

3. A description of the act(s) or condition(s) violating this chapter;

4. The amount of the administrative penalty, with instructions for submitting payment to the city;

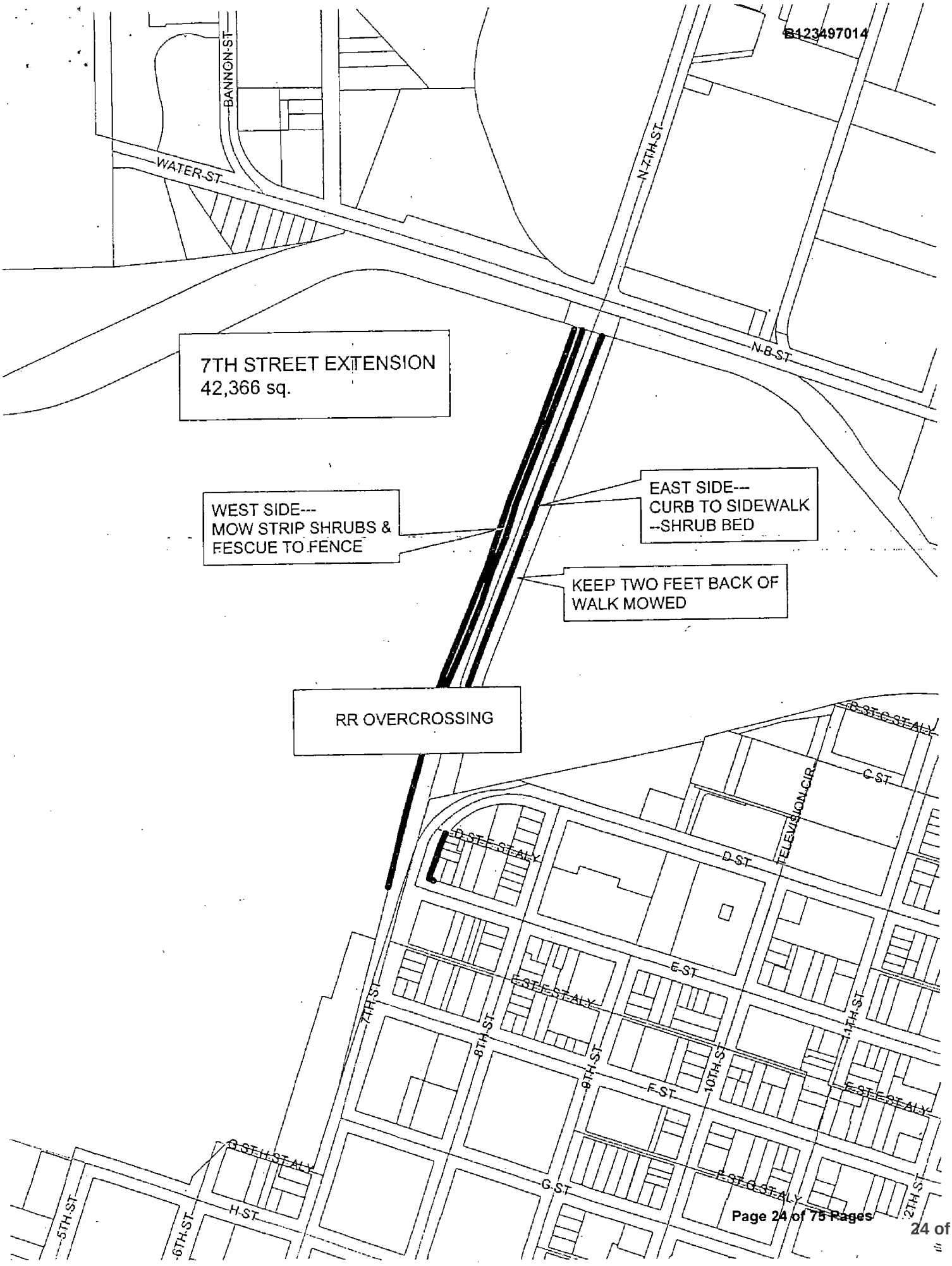
5. A statement indicating that the administrative penalty may be appealed, in accordance with the provisions of Section 1.28.010(D)(4) of this code, by filing a written notice of appeal with the city clerk no later than twenty (20) days after the order is issued to the violator;

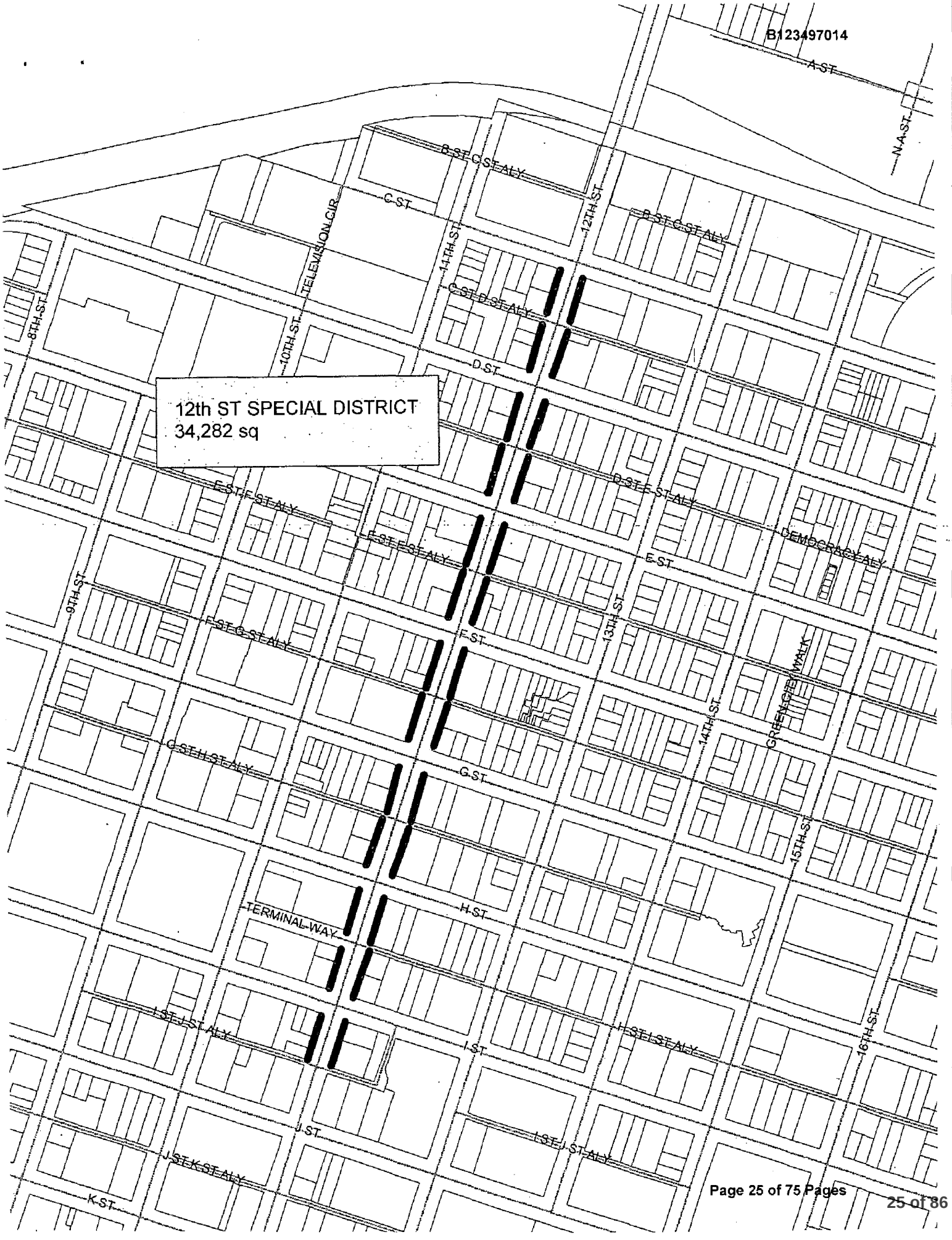
6. A statement indicating that the order imposing the administrative penalty shall be final if it is not appealed within the time required;

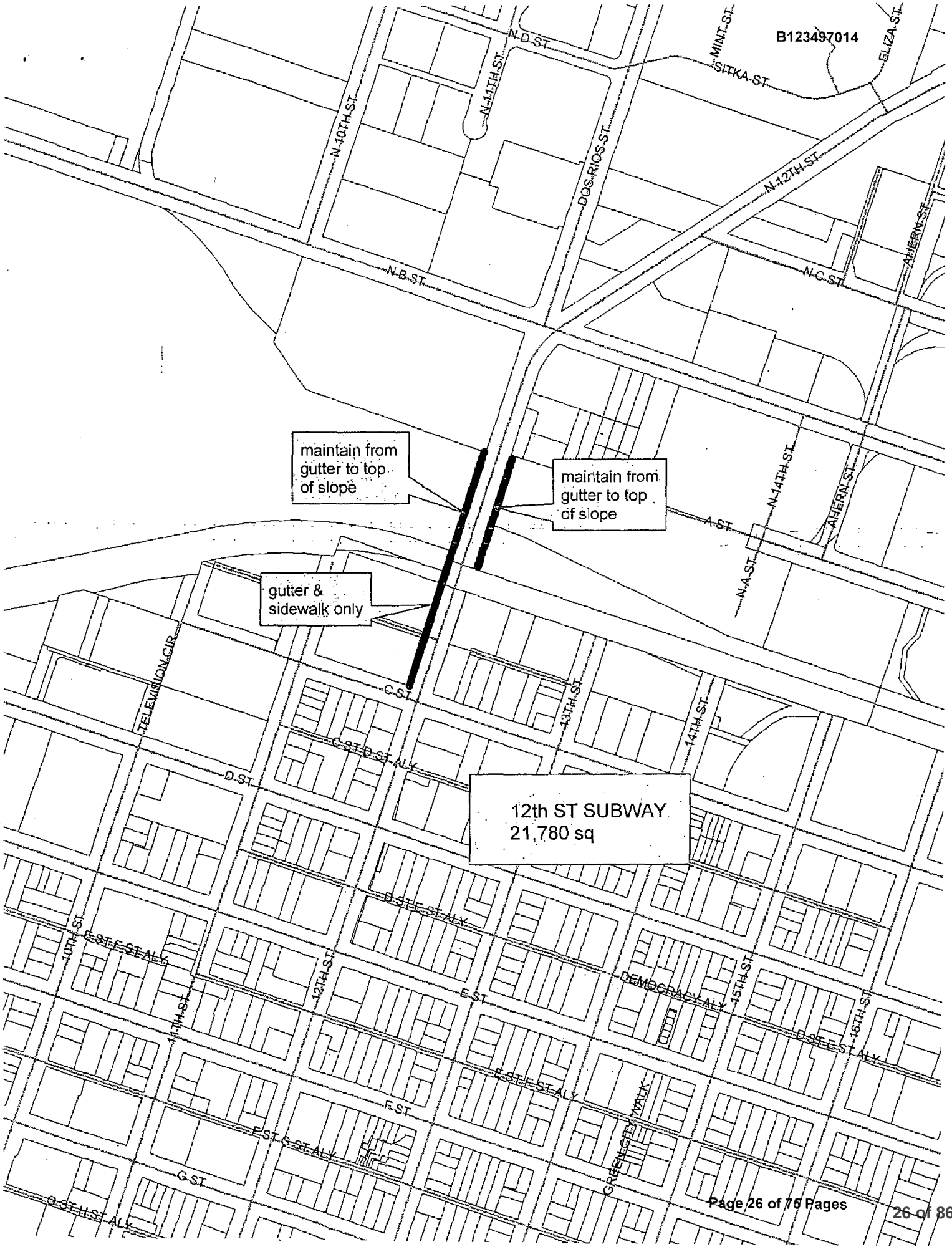
7. A statement indicating that a party upon whom a final administrative penalty has been imposed may seek review of the order imposing the penalty pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6.

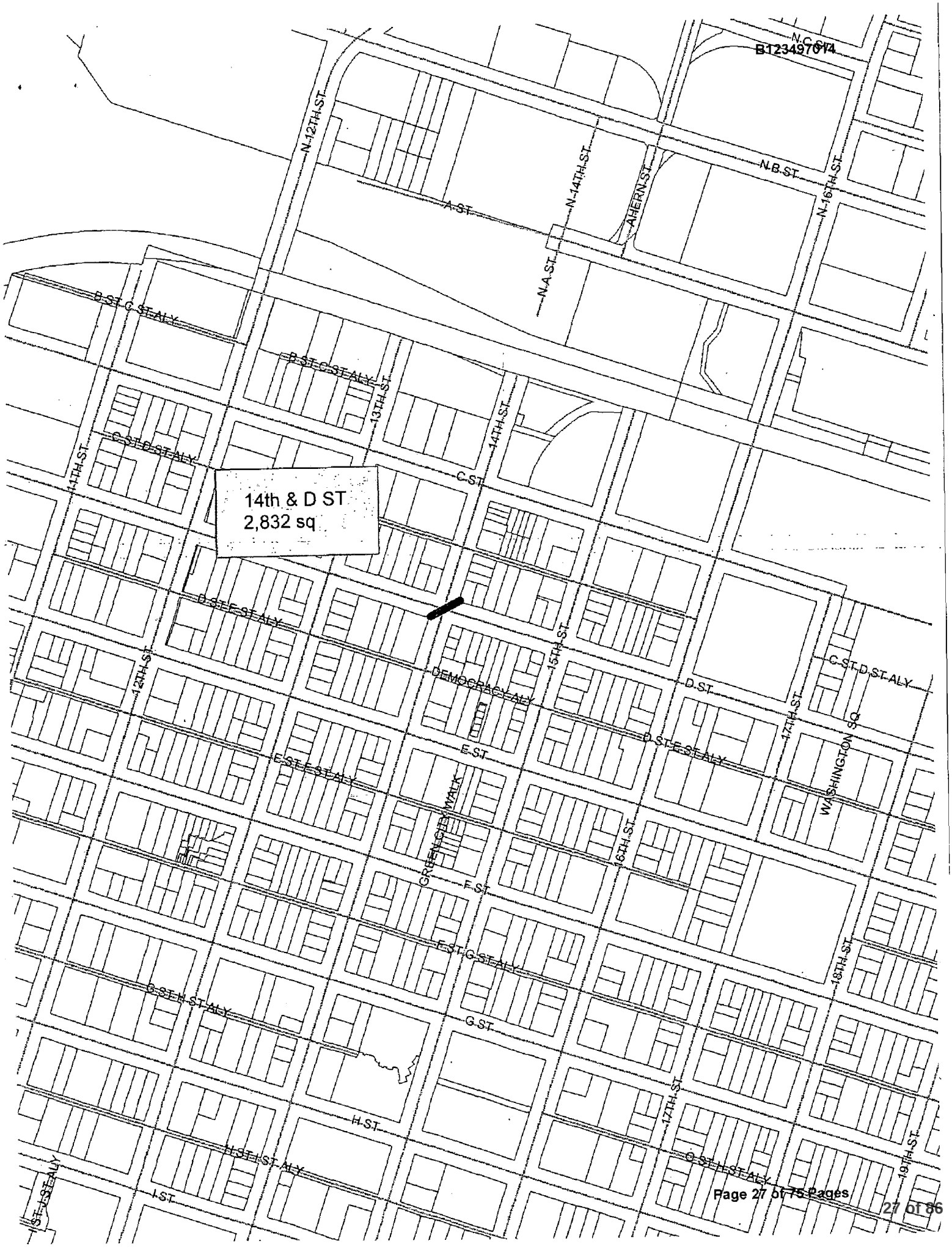
SECTION II – CONTRACT DOCUMENTS

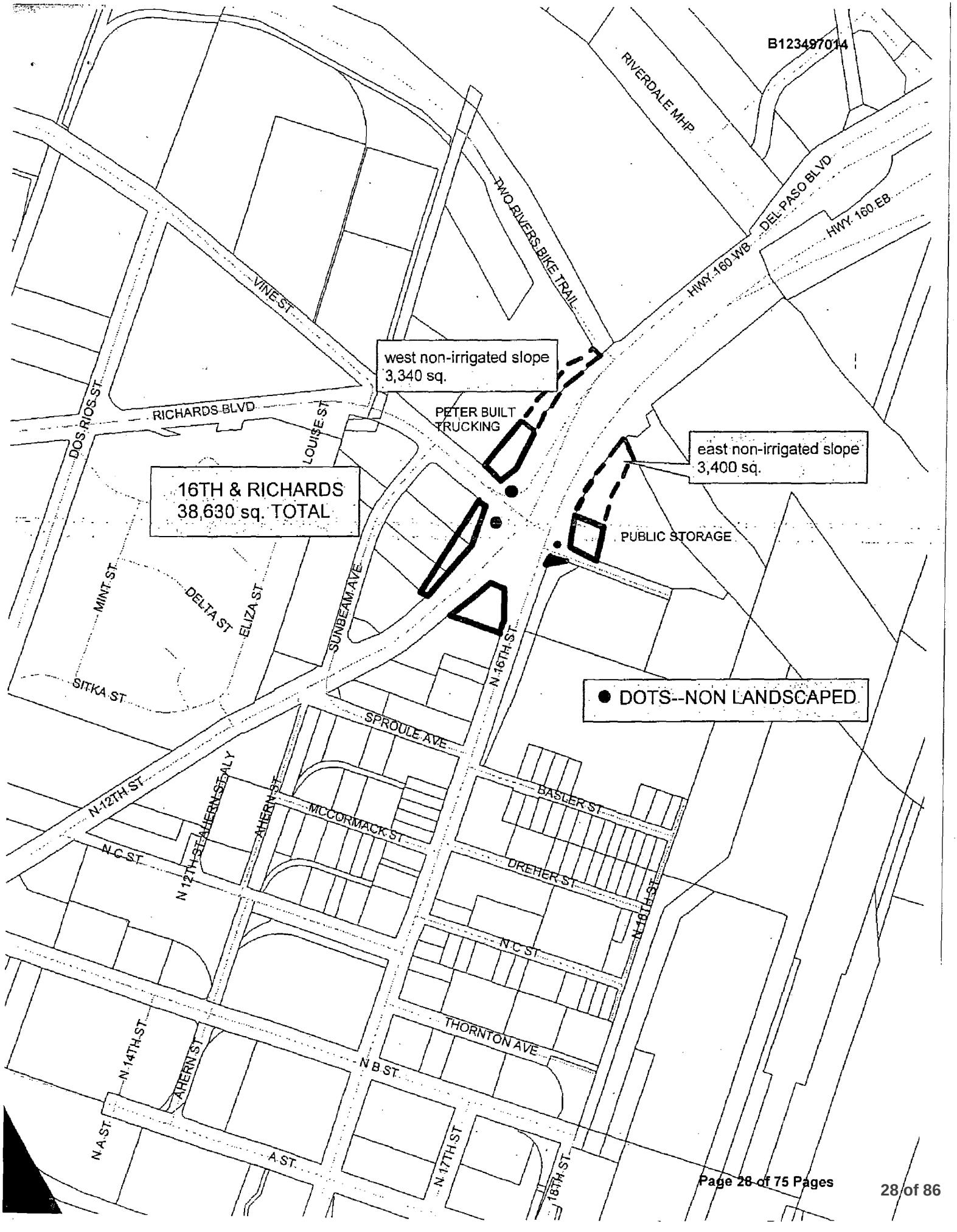
B. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS


BANNON ST
WATER ST
N 7TH ST
N B ST
7TH STREET EXTENSION
42,366 sq.
WEST SIDE---
MOW STRIP SHRUBS &
FESCUE TO FENCE
EAST SIDE---
CURB TO SIDEWALK
--SHRUB BED
KEEP TWO FEET BACK OF
WALK MOWED
RR OVERCROSSING
D ST C ST ALY
C ST
TELEVISION CIR
D ST E ST ALY
D ST
E ST
E ST E ST ALY
7TH ST
8TH ST
9TH ST
10TH ST
11TH ST
F ST
F ST F ST ALY
G ST H ST ALY
G ST
F ST G ST ALY
H ST
5TH ST
6TH ST
21TH ST

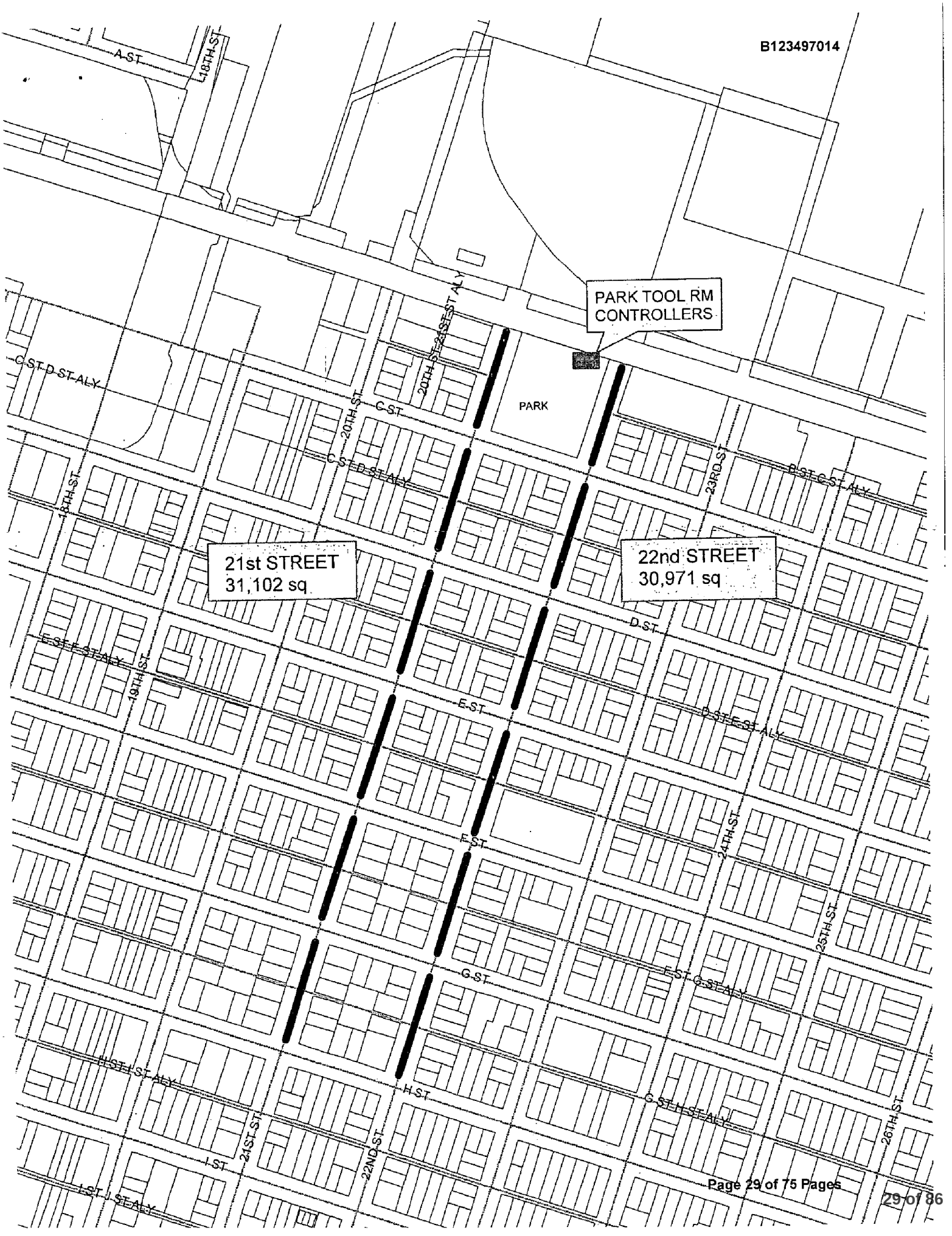

12th ST SPECIAL DISTRICT
34,282 sq
A ST
N A ST
B ST C ST ALY
C ST
B ST C ST ALY
TELEVISION CIR
14TH ST
12TH ST
C ST D ST ALY
8TH ST
10TH ST
D ST
E ST F ST ALY
D ST E ST ALY
DEMOCRACY ALY
E ST E ST ALY
E ST
9TH ST
F ST G ST ALY
F ST
13TH ST
GREENGREY WALK
14TH ST
G ST H ST ALY
G ST
15TH ST
TERMINAL WAY
H ST
I ST J ST ALY
I ST
H ST I ST ALY
16TH ST
J ST
I ST J ST ALY
J ST K ST ALY
K ST

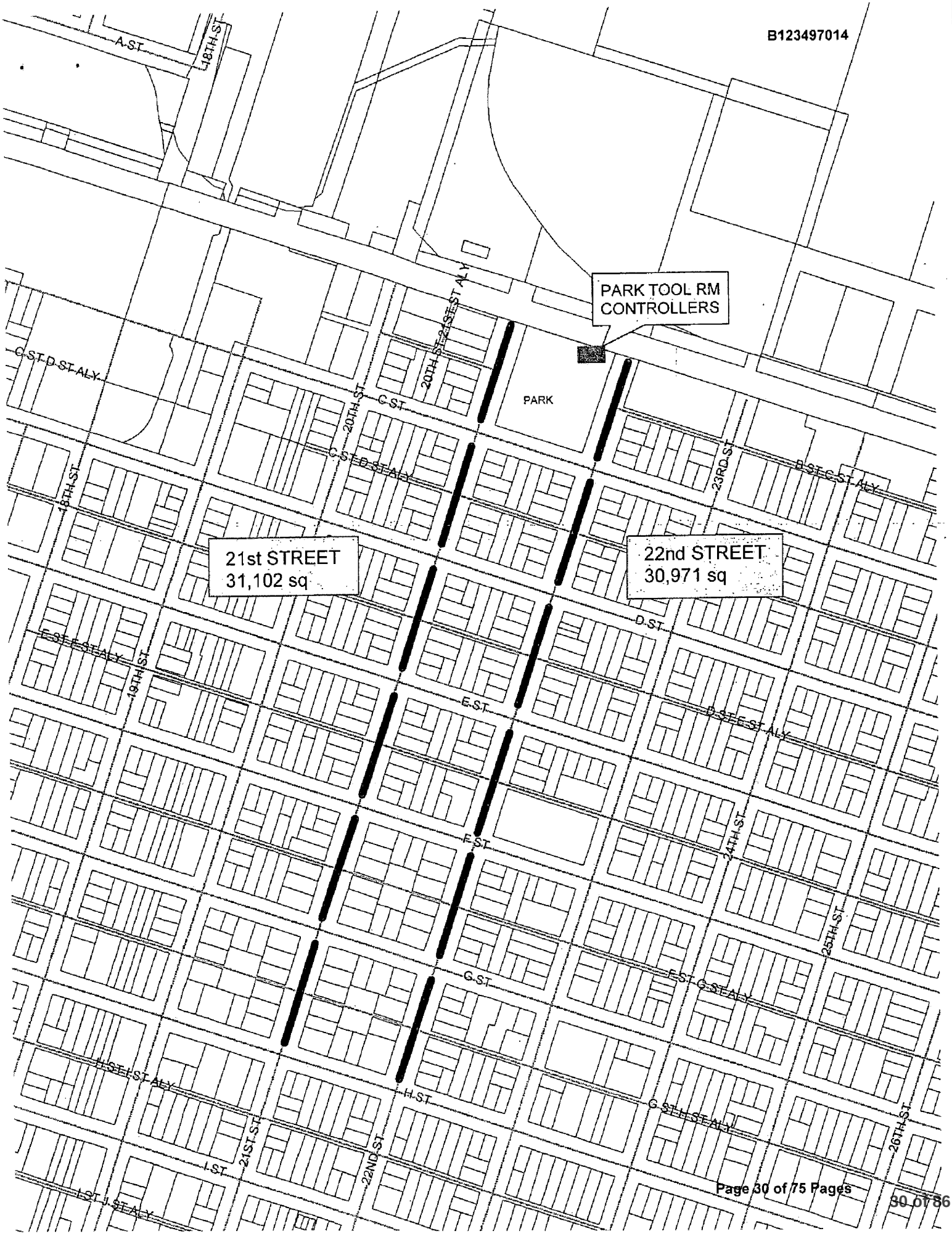

B123497014
N D ST
MINT ST
SITKA ST
ELIZA ST
N 14TH ST
N 10TH ST
DOS RIOS ST
N 12TH ST
AHERN ST
N B ST
N C ST
maintain from gutter to top of slope
maintain from gutter to top of slope
N 14TH ST
AHERN ST
A ST
N A ST
gutter & sidewalk only
TELEVISION CIR
C ST
13TH ST
14TH ST
C ST D ST ALY
D ST
12th ST SUBWAY
21,780 sq
D ST E ST ALY
10TH ST
E ST E ST ALY
12TH ST
DEMOCRACY ALY
15TH ST
E ST
14TH ST
16TH ST
D ST E ST ALY
E ST E ST ALY
E ST
E ST G ST ALY
GREEN CUT WALK
G ST
G ST H ST ALY

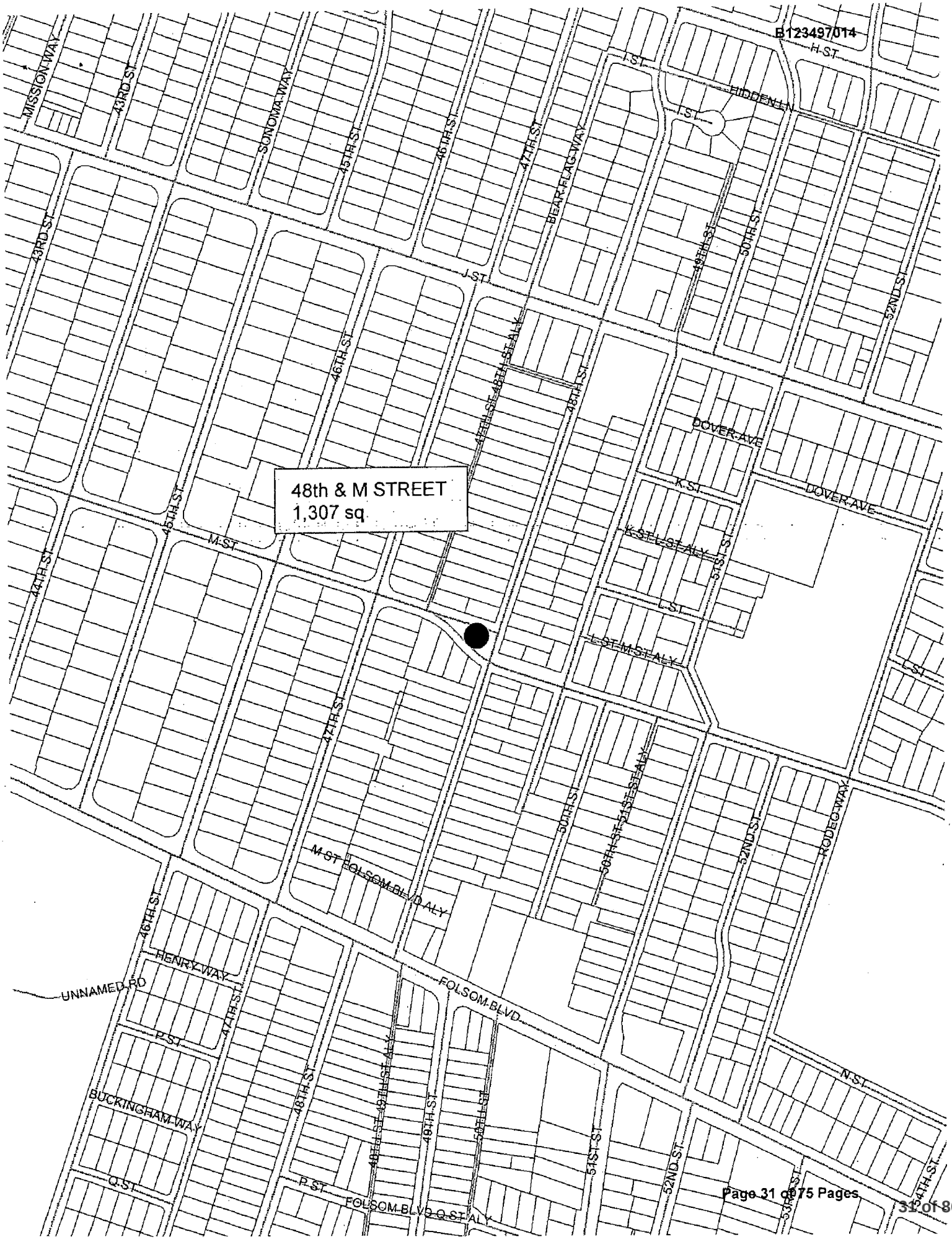

B1234970V4
N.C.AVE
N.12TH.ST
N.14TH.ST
AHERN.ST
N.B.ST
N.16TH.ST
A.ST
N.A.ST
D.ST.C.ST.ALY
13TH.ST
14TH.ST
11TH.ST
C.ST.D.ST.ALY
C.ST
14th & D ST
2,832 sq
D.ST.E.ST.ALY
15TH.ST
12TH.ST
DEMOCRACY ALY
D.ST
17TH.ST
WASHINGTON SQ
E.ST
E.ST.F.ST.ALY
GREENGEE WALK
16TH.ST
F.ST
F.ST.G.ST.ALY
18TH.ST
G.ST.H.ST.ALY
G.ST
17TH.ST
H.ST
H.ST.I.ST.ALY
G.ST.H.ST.ALY
19TH.ST
I.ST
I.ST.J.ST.ALY

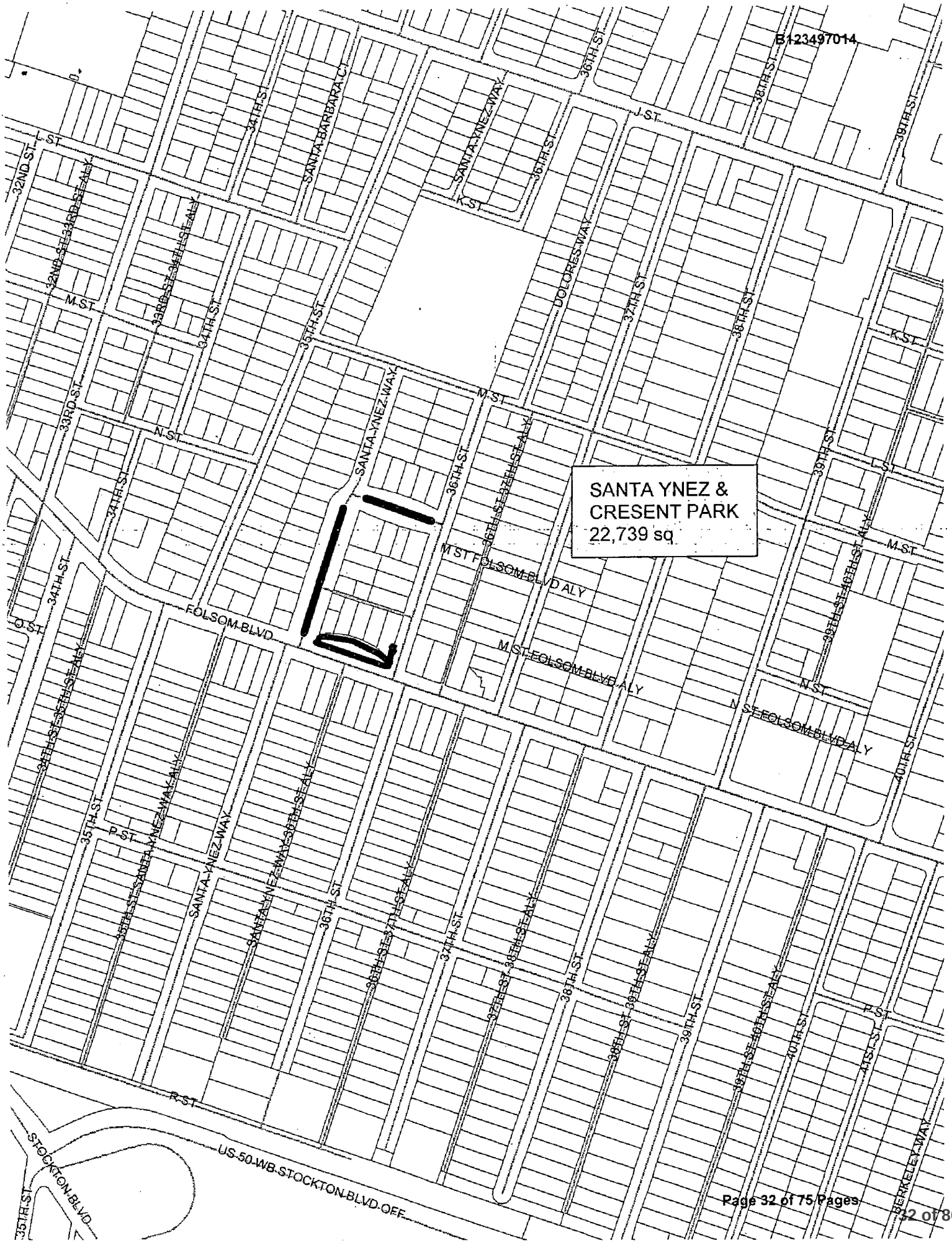

B123497014
RIVERDALE MHP
TWO RIVERS BIKE TRAIL
DEL PASO BLVD
HWY 160 EB
HWY 160 WB
VINE ST
west non-irrigated slope
3,340 sq.
PETER BUILT
TRUCKING
RICHARDS BLVD
DOS RIOS ST
LOUISE ST
east non-irrigated slope
3,400 sq.
16TH & RICHARDS
38,630 sq. TOTAL
PUBLIC STORAGE
MINT ST
DELTA ST
ELIZA ST
SUNBEAM AVE
N 16TH ST
SITKA ST
DOTS--NON LANDSCAPED
SPROULE AVE
N 12TH ST
ALY
AHERN ST
BASLER ST
MCCORMACK ST
N C ST
N 12TH ST
DREHER ST
N 18TH ST
N C ST
THORNTON AVE
N 14TH ST
AHERN ST
N B ST
N A ST
A ST
N 17TH ST
18TH ST

B123497014


PARK TOOL RM
CONTROLLERS
PARK
21st STREET
31,102 sq
22nd STREET
30,971 sq
A ST
18TH ST
C ST D ST ALY
20TH ST
C ST
20TH ST 21ST ST ALY
C ST D ST ALY
23RD ST
B ST C ST ALY
19TH ST
D ST
E ST F ST ALY
E ST
D ST E ST ALY
F ST
24TH ST
25TH ST
G ST
F ST G ST ALY
H ST I ST ALY
H ST
G ST H ST ALY
26TH ST
21ST ST
22ND ST
I ST
I ST J ST ALY


PARK TOOL RM
CONTROLLERS
PARK
21st STREET
31,102 sq
22nd STREET
30,971 sq
A ST
18TH ST
C ST D ST ALY
20TH ST
C ST
20TH ST 21ST ST ALY
C ST D ST ALY
23RD ST
B ST C ST ALY
18TH ST
D ST
E ST E ST ALY
19TH ST
E ST
D ST E ST ALY
F ST
24TH ST
25TH ST
G ST
F ST G ST ALY
H ST I ST ALY
H ST
G ST H ST ALY
26TH ST
21ST ST
22ND ST
I ST
I ST J ST ALY


B123497014
48th & M STREET
1,307 sq
MISSION WAY
43RD ST
SONOMA WAY
45TH ST
46TH ST
47TH ST
BEAR FLAG WAY
I ST
HIDDEN LN
H ST
49TH ST
50TH ST
52ND ST
J ST
48TH ST
47TH ST 48TH ST ALY
DOVER AVE
K ST
K ST L ST ALY
57TH ST
L ST
L ST M ST ALY
M ST
44TH ST
RODEO WAY
50TH ST
50TH ST 51ST ST ALY
M ST FOLSOM BLVD ALY
HENRY WAY
UNNAMED RD
FOLSOM BLVD
P ST
N ST
BUCKINGHAM WAY
49TH ST 49TH ST ALY
49TH ST
Q ST
P ST FOLSOM BLVD Q ST ALY
51ST ST
53RD ST
54TH ST


SANTA YNEZ &
CRESENT PARK
22,739 sq
SANTA-YNEZ-WAY
SANTA-BARBARA-CT
DOLORES-WAY
FOLSOM-BLVD
M-ST-FOLSOM-BLVD-ALY
N-ST-FOLSOM-BLVD-ALY
STOCKTON-BLVD
US-50-WB-STOCKTON-BLVD-OFF
BERKELEY-WAY
32ND-ST
33RD-ST
34TH-ST
35TH-ST
36TH-ST
37TH-ST
38TH-ST
39TH-ST
40TH-ST
41ST-ST
J-ST
K-ST
L-ST
M-ST
N-ST
O-ST
P-ST
R-ST
F-ST

MAINTENANCE PERFORMANCE SCHEDULE

MINIMUM REQUIREMENTS

SITE NAME: **CAPMALL & DOWNTOWN STREETSCAPES** AREA SIZE: SQ. FT. 478,044 ACRES: 11

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**
									CONDITION AND IN A NEAT AND ATTRACTIVE
LAWN									**APPEARANCE THROUGHOUT THE YEAR-- TO THE**
FERTILIZER							5X		**SATISFACTION OF THE CITY.**
AERATING							1X		GROUND COVER SUCH AS ROSEMARY OR JASMINE
RESEEDING									SHALL BE KEPT AT AN EVEN HEIGHT BY PRUNING
CHEMICAL EDGE									NO LESS THAT (2) TIMES A YEAR.
MECH EDGE									KEEP SHRUBS/VINES PRUNED BELOW TOP OF WALL &
									BACK--do not allow shrubs to smother other plants.
GROUND COVER									PRUNE ALL TREES EACH YEAR FOR STRUCTURE AND
FERTILIZER									HEALTH OF SPECIES, NOT TO EXCEED (14) FEET.
WINTER MOW/prune									KEEP TURF GREEN AND WEED FREE YEAR ROUND
									TURF PRE-EMERGENT APPLICATIONS SHALL BE IN
SHRUBS									FEBRUARY AND MAY--TO CONTROL BROADLEAF AND
FERTILIZER									CRABGRASS.
PRUNE									USE COOL SEASON FERTILIZER IN FEBRUARY AND
CULTIVATE									OCTOBER. USE SLOW RELEASE COMPLETE
									FERTILIZER IN APRIL, JUNE AND SEPTEMBER
TREES									**INFORM CITY PRIOR TO APPLICATION OF ANY/ALL**
FERTILIZER							1X		**CHEMICALS**
PRUNE							1-2X		CONTRACTOR SHALL KEEP ALL HARDSCAPE AREAS
									WEED AND DEBRIS FREE
LEAF PICKUP									**IT IS THE CONTRACTORS RESPONSIBILITY TO INSPECT**
									EACH SITE WEEKLY TO ASSURE ALL WORK IS BEING
WEED CONTROL									**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: **CAPMALL & DOWNTOWN** ***PAGE 2*** AREA SIZE: SQ. FT. ACRES:

LOCATION:

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

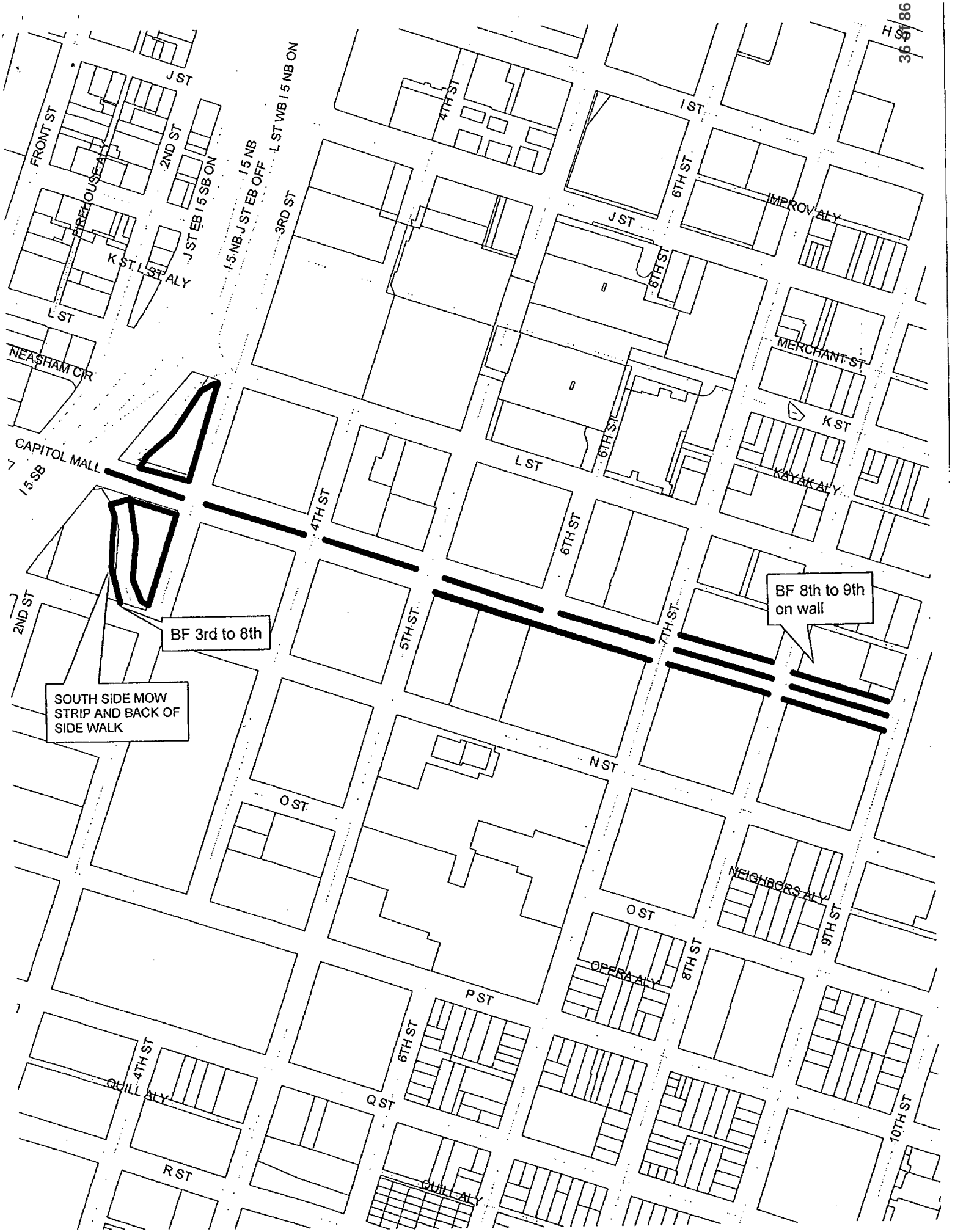
MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS

SITE NAME: **CAPITAL MALL STREETSCAPES** AREA SIZE: SQ. FT. 303,813 ACRES: 6.97

LOCATION: 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**
									CONDITION AND IN A NEAT AND ATTRACTIVE
LAWN									**APPEARANCE THROUGHOUT THE YEAR TO THE**
FERTILIZER							5X		**SATISFACTION OF THE CITY.**
AERATING							1X		GROUND COVER SUCH AS ROSEMARY OR JASMINE
RESEEDING									SHALL BE KEPT AT AN EVEN HEIGHT BY PRUNING
CHEMICAL EDGE									NO LESS THAT (4) TIMES A YEAR.
MECH EDGE									KEEP ALL SHRUBS PRUNED BELOW TOP OF WALL AND
									BACK--do not allow shrubs to smother other plants.
GROUND COVER									PRUNE ALL TREES EACH YEAR FOR STRUCTURE AND
FERTILIZER									HEALTH OF SPECIES.
WINTER MOW									KEEP TURF GREEN AND WEED FREE YEAR ROUND
									TURF PRE-EMERGENT APPLICATIONS SHALL BE IN
SHRUBS									FEBRUARY AND MAY--TO CONTROL BROADLEAF AND
FERTILIZER									CRABGRASS.
PRUNE							2X5		USE COOL SEASON FERTILIZER IN FEBRUARY AND
									OCTOBER. USE SLOW RELEASE COMPLETE
									FERTILIZER IN APRIL, JUNE AND SEPTEMBER
TREES									**INFORM CITY PRIOR TO APPLICATION OF ANY/ALL**
FERTILIZER							1X		**CHEMICALS**
PRUNE							1-2X		CONTRACTOR SHALL KEEP ALL HARDSCAPE AREAS
									INLCUDING PAVERS WEED FREE.
LEAF PICKUP									**IT IS THE CONTRACTORS RESPONSIBILITY TO INSPECT**
									EACH SITE WEEKLY TO ASSURE ALL WORK IS BEING
WEED CONTROL									**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


J ST
FRONT ST
2ND ST
FIREHOUSE ALY
K ST
L ST ALY
L ST
NEASHAM CIR
CAPITOL MALL
I 5 SB
I 5 NB
I 5 NB J ST EB OFF
J ST EB I 5 SB ON
L ST WB I 5 NB ON
3RD ST
4TH ST
I ST
6TH ST
IMPROV ALY
MERCHANT ST
K ST
KAYAK ALY
L ST
5TH ST
7TH ST
BF 3rd to 8th
BF 8th to 9th on wall
SOUTH SIDE MOW STRIP AND BACK OF SIDE WALK
N ST
O ST
NEIGHBORS ALY
9TH ST
8TH ST
OPERA ALY
P ST
QUILL ALY
Q ST
10TH ST
R ST

MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS

SITE NAME: **12th STREET DISTRICT** AREA SIZE: SQ. FT. 34,282 ACRES: .787

LOCATION: 12th STREET BETWEEN C STREET AND THE ALLEYWAY BETWEEN I AND J STREETS

INCLUDES TREE PLANTERS AROUND THE CORNERS ON SIDE STREETS---HIGHLIGHTED WITH BRICK PAVERS. SEE MAP

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									**THIS IS A DISTRICT, PROPERTY OWNERS PAY FOR**
INSPECT. MEETING									**THIS MAINTENANCE SERVICE, IT IS ALSO THE GATEWAY**
									INTO THE DOWNTOWN AREA. DO A COMPLETE SERVICE
LAWN									**EACH WEEK, KEEP WEED FREE**
FERTILIZER									
AERATING									AREA INCLUDES SIDEWALKS TO THE GUTTER
RESEEDING									EXPANSION JOINT. DO NOT BLOW A LOT OF DUST
CHEMICAL EDGE									AROUND, ESPECIALLY BY THE BUSINESS OWNERS
MECH EDGE									DOORS.
GROUND COVER									KEEP WEEDS AND LITTER OUT OF SHRUB BEDS
FERTILIZER									PRUNE QUARTERLY FOR EVEN HEIGHT, NOT TO EXCEED
WINTER MOW									36 INCHES HIGH
									SHRUB BEDS BEHIND LIGHT RAIL STATION AT "E" ST
SHRUBS									IS PART OF THIS CONTRACT.
FERTILIZER									
PRUNE									PLANTER ON THE EAST SIDE BETWEEN H ST AND THE
CULTIVATE									ALLEY IS MAINTAINED BY THE PROPERTY OWNER.
									SIDEWALK AND GUTTERS STILL NEED TO BE CLEANED.
TREES									
FERTILIZER									**EAST SIDE OF 12TH HAS THE LIGHT RAIL TRACKS AND**
PRUNE									**OVERHEAD ELECTRIC WIRES. GREAT CARE SHALL**
									BE TAKEN WHILE LOW LIMBING TREES IN THIS AREA
LEAF PICKUP									
									IRRIGATION SYSTEM IS NON-OPERATIONAL
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: 3RD STREET AREA SIZE: SQ. FT. 4,356 ACRES: .10

LOCATION: I STREET TO L STREET

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	_X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECTION									KEEP LITTER AND WEED FREE
LAWN									
FERTILIZER									
AERATING									UNIK BATTERY CONTROLLERS
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: 7TH STREET AREA SIZE: SQ. FT. 42,366 ACRES: .97

LOCATION: E STREET TO NORTH B STREET (SEE MAP)

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	_X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECTION									TWO CONTROLLERS
LAWN									
FERTILIZER									
AERATING									UNIK BATTERY CONTROLLERS
RESEEDING									
CHEMICAL EDGE									BOTH SIDE OF 7TH AT INTERSECTION OF E STREET
MECH EDGE									**B ST TO RR OVERCROSSING**
									WEST SIDE FROM CURB TO FENCE, INCLUDES BEHIND
GROUND COVER									BRIDGE SLOPE UP TO RR
FERTILIZER									
WINTER MOW									**EAST SIDE** CURB TO (2) FEET PAST SIDEWALK, KEEP
									BACK OF WALK WEED FREE
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: **12th STREET SUBWAY** AREA SIZE: SQ. FT. 21,780 ACRES: .5

LOCATION: EAST AND WEST SIDES OF STREET BETWEEN B ST. AND C ST. **DOES NOT INCLUDE IVY ON EAST WALL BY C STREET.**

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	_X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECTION									
LAWN									
FERTILIZER									NON-IRRIGATED
AERATING									
RESEEDING									REMOVE ALL LITTER AND DEBRIS EACH TIME SITE IS
CHEMICAL EDGE									SERVICED
MECH EDGE									
									PRUNE IVY ON TOP OF SLOPE, QUARTERLY
GROUND COVER									
FERTILIZER									MAINTAIN SIDEWALK CLEARANCE
WINTER MOW									
									PRUNE TREES FOR HEALTH AND GROWTH OF SPECIES
SHRUBS									AND UP FROM THE GROUND.
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: **48th / M STREET ISLAND** AREA SIZE: SQ. FT. 1,307 ACRES: .03

LOCATION: 48th STREET AND M STREET

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	_X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECTION									MECHANICALLY EDGE ALL HARDSCAPE PATHS AND
									SIDEWALKS. MAY CHEMICALLY TREAT AROUND
LAWN									OTHER HARDSCAPE SUCH AS BIKE RACK
FERTILIZER									
AERATING									CONTRACTOR SHALL REMOVE LEAVES AND DEBRIS
RESEEDING									FROM THE FOUNTAIN EACH SERVICE.
CHEMICAL EDGE									
MECH EDGE									**IMMEDIATELY REPORT ANY PROBLEMS SUCH AS:**
									FOUNTAINS NOT WORKING OR GRAFFITTI TO THE
GROUND COVER									**STSS OFFICE**
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: **14th / D STREET** AREA SIZE: SQ. FT. 2,832 ACRES: .065

LOCATION: 48th STREET AND M STREET

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	_X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECTION									IRRIGATE AS REQUIRED FOR HEALTH OF PLANTS
LAWN									KEEP WEED AND LITTER FREE
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: **16th & RICHARDS** AREA SIZE: SQ. FT. **38,630** ACRES: **.89**

LOCATION: **12th,16th & Richards Blvd. (see map)**

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	_X-YR.	AS REQ.	COMMENTS
SITE SERVICED			▨						THIS IS A GATEWAY INTO & OUT OF THE DOWNTOWN
INSPECT. MEETING			▨						CITY -KEEP LITTER & WEED FREE
LAWN									
FERTILIZER									T-BOS CONTROLLERS IN VALVE BOXES IN
AERATING									LANDSCAPED AREAS
RESEEDING									
CHEMICAL EDGE									2- BACKFLOWS (1)-2" ON N/W/C OF 12th & RICHARDS
MECH EDGE									(1)-3' ON N/E/C OF 16th & RICHARDS by
									EAST SIDE, NON-LANDSCAPE SLOPE BY PUBLIC
GROUND COVER									STORAGE-- SERVICE 1 X A MONTH FROM SIDE OF ROAD
									TO THE FENCE LINE- 3,400 SQ FT.
FERTILIZER									
WINTER MOW									WEST SIDE, NON-LANDCAPED ALONG PETER BUILT
									TRUCKING FENCE, SERVICE WEEKLY, FROM SIDE OF
SHRUBS									ROAD INTO THE FENCE LINE-3,340 SQ FT
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: **16TH STREET AND R/R** AREA SIZE: SQ. FT. ACRES:

LOCATION: 16TH STREET BETWEEN NORTH C ST AND NORTH A STREET. WEST SIDE OF ROAD AND NON -LANDSCAPE MEDIAN
UNDER RAILROAD CROSSING. See attached map.

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	_X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECT. MEETING									DO NOT BLOW A LOT OF DUST OR OUT INTO TO STREET.
LAWN									MAINTAIN THESE AREAS WITH PRE-EMERGENTS AND
FERTILIZER									AND ROUND UP FOR CONTROL OF WEEDS. IF YOU LET
AERATING									IT GET OUT OF HAND A LANE CLOSURE IS REQUIRED
RESEEDING									AND THAT IS CONTRACTORS COST.
CHEMICAL EDGE									
MECH EDGE									LITTER AND DEBRIS PICKED UP EACH SITE VISIT, IN THE ,
									PEDISTRIAN PATH AND TO FENCE LINE
GROUND COVER									
FERTILIZER									HIGH VISIBILITY AREA WITH RESIDENTS
WINTER MOW									KEEP WELL MAINTAINED.
SHRUBS									
FERTILIZER									LET INSPECTOR KNOW IF THE PEDISTRIAN PATH
PRUNE									NEED TO BE PRESSURE WASHED.
CULTIVATE									
TREES									
FERTILIZER									
PRUNE									
LEAF PICKUP									
									IRRIGATION SYSTEM IS NON-OPERATIONAL
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: **21st STREET MEDIAN** AREA SIZE: SQ. FT. 31,102 ACRES: .714

LOCATION: B STREET TO H STREET

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	_X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECTION									
LAWN									**PALM TREE PRUNING IS NOT PART OF THIS CONTRACT**
FERTILIZER									
AERATING									PRUNE ALL OTHER TREES FOR STRUCTURE AND
RESEEDING									SAFETY EACH YEAR.
CHEMICAL EDGE									
MECH EDGE									
									REMOVE GRASS CLIPPINGS AND LEAVES EACH TIME
GROUND COVER									SITE IS SERVICED. **DO NOT LEAVE PILES OR LEAVE**
FERTILIZER									**ON SIDE OF STREET**
WINTER MOW									PROPERTY OWNERS HAVE PLANTED ADDITONAL
									SHRUBS AND FLOWERS ON THE MEDIANS. CARE SHALL
SHRUBS									BE TAKEN TO NOT DAMAGE THESE PLANTINGS.
FERTILIZER									
PRUNE									**CARE SHALL BE TAKEN TO AVOID BLOWING UP A LOT**
CULTIVATE									**OF DUST, KEEP BLOWER ON A LOWER SETTING.**
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: **22nd STREET** MEDIAN AREA SIZE: SQ. FT. 30,971 ACRES: .711

LOCATION: B STREET TO H STREET

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	_X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECTION									
LAWN									**PALM TREE PRUNING IS NOT PART OF THIS CONTRACT**
FERTILIZER									
AERATING									PRUNE ALL OTHER TREES FOR STRUCTURE AND
RESEEDING									SAFETY EACH YEAR
CHEMICAL EDGE									
MECH EDGE									
									REMOVE GRASS CLIPPINGS AND LEAVES EACH TIME
GROUND COVER									**SITE IS SERVICED DO NOT LEAVE PILES ON SIDE OF**
FERTILIZER									**ROAD.**
WINTER MOW									PROPERTY OWNERS HAVE PLANTED ADDITIONAL
									SHRUBS AND FOWERS ON THE MEDIANS. CARE SHALL
SHRUBS									BE TAKEN TO NOT DAMAGE THESE PLANTINGS
FERTILIZER									
PRUNE									**CARE SHALL BE TAKEN TO AVOID BLOWING UP A LOT**
CULTIVATE									**OF DUST, KEEP BLOWER ON A LOWER SETTING.**
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: **CAPITAL MALL** AREA SIZE: SQ. FT. 257,091 ACRES: 5.902

LOCATION: STARTS AT BRIDGE WEST OF 3rd ST.---MEDIANS TO 9th ST.--- ISLAND WINGS AT 3rd ST.---MOW STRIPS (SEE MOWSTRIP EXCEPTION LIST BELOW) --- INCLUDES THE SOUTH SIDE MOW STRIP TURF ON THE 3rd ST. OFF RAMP (AT PARKING LOT)

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	_X-YR.	AS REQ.	COMMENTS
SITE SERVICED									**MAJOR BUSINESS AND GOVERNMENT OFFICE LOCATION**
INSPECT. MEETING									**AND GATEWAY TO THE CAPITAL**
LAWN									BECAUSE OF LOW WATER PRESSURE, CONTRACTOR
FERTILIZER									WILL NEED TO BE CREATIVE IN CONTROLLER
AERATING									PROGRAMMING. SANDY SOIL
RESEEDING									
CHEMICAL EDGE									NO WATERING BETWEEN 6am AND 7pm M-F OR 10am TO
MECH EDGE									6pm ON WEEKENDS
GROUND COVER									
FERTILIZER									
WINTER MOW									
									AREATE ONCE PER YEAR---
SHRUBS									
FERTILIZER									
PRUNE									KEEP TREES LOW LIMBED---8 FT ABOVE SIDEWALKS
CULTIVATE									14 FT ABOVE ROADSIDES
TREES									
FERTILIZER									
PRUNE									**MOWSTRIP MAINTENANCE EXCEPTIONS: SEE MAP**
									SOUTH SIDE
LEAF PICKUP									3rd TO 5th STREETS NOT PART OF THE CONTRACT
									NORTH SIDE
WEED CONTROL									3rd TO 6th STREET NOT PART OF CONTRACT

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: **CRESENT PARK & SANTA YNEZ** AREA SIZE: SQ. FT. 22,739 ACRES: .522

LOCATION: CRESENT PARK—ON FOLSOM BLVD, N STREET TO 36th STREET, INCLUDES MOW STRIP.
SANTA YNEZ—FROM FOLSOM BLVD. TO N ST., INCLUDES MEDIAN ON N ST. FROM SANTA YNEZ TO 36th ST.

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	_X-YR.	AS REQ.	COMMENTS
SITE SERVICED									**DO NOT SERVICE THIS AREA BEFORE 9:00 AM**
INSPECTION									
									PARK DOES NOT INCLUDE SMALL LAWN AREA NEXT
LAWN									TO HOUSE ON 36th ST., BUT KEEP DIRT AREA BETWEEN
FERTILIZER									HOMEOWNERS MOWSTRIP AND FOLSOM CLEAR OF
AERATING									WEEDS AND LITTER.
RESEEDING									**HOME OWNERS IN THIS AREA ARE VERY VOCAL AND**
CHEMICAL EDGE									**WILL CALL FOR WEEDS, IRRIGATION AND IF PILES ARE**
MECH EDGE									**LEFT ON STREET.**
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

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 $ $65,000.00 **.**

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:

DOT Streetscapes Maintenance
5730 24th Street, Bldg. 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:

CAPMALL & DOWNTOWN STREETSCAPES

This bid is for all ELEVEN (11) sites. All items 1-11 must be bid, and all colums 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 deletelocations from this bid.

ITEM	LOCATION	1st-YEAR BID		2nd-YEAR		3rd YEAR	
		MONTHLY	YEARLY	MONTHLY	YEARLY	MONTHLY	YEARLY
1	3rd STREET MEDIAN (4,356 sq)	$ 135	$ 1620	$ 140	$ 1680	$ 147	$ 1764
2	7th STREET EXTENSION (42,366 sq)	$ 275	$ 3300	$ 288	$ 3456	$ 302	$ 3624
3	12th STREET DISTRICT (34,282 sq)	$ 415	$ 4980	$ 435	$ 5220	$ 456	$ 5472
4	12th STREET SUBWAY (21,780 sq)	$ 275	$ 3300	$ 288	$ 3456	$ 302	$ 3624
5	14th STREET & D STREET (2,832 sq)	$ 60	$ 720	$ 65	$ 780	$ 70	$ 840
6	16th AND RICHARDS BLVD (38,630 sq)	$ 415	$ 4980	$ 435	$ 5220	$ 456	$ 5472
7	21st STREET MEDIANS (31,690 sq)	$ 825	$ 9900	$ 866	$ 10392	$ 910	$ 10920
8	22nd STREET MEDIAN (30,971 sq)	$ 825	$ 9900	$ 866	$ 10392	$ 910	$ 10920
9	48th & M STREET ISLAND (1,307 sq)	$ 135	$ 1620	$ 140	$ 1680	$ 147	$ 1764
10	CAPITAL MALL (247,091 sq)	$ 1100	$ 1320	$ 1155	$ 13860	$ 1200	$ 14400
		MONTHLY	1st YEARLY	MONTHLY	2ND YEARLY	MONTHLY	3RD YEARLY
	PAGE 1 SUBTOTAL	$ 4460	$ 53520	$ 4678	$ 56136	$ 4900	$ 58800

DATE: 12/20/2011 **COMPANY:** Parker C/S **SIGNATURE:** Jeff Callen

B123497014

CITY OF SACRAMENTO

LANDSCAPE MAINTENANCE PRICING SCHEDULE FOR AREA:

CAPMALL & DOWNTOWN STREETSCAPES

This bid is for all ELEVEN (11) sites. All items 1-11 must be bid, and all colums 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		1st-YEAR BID		2nd-YEAR		3rd YEAR	
		MONTHLY	YEARLY	MONTHLY	YEARLY	MONTHLY	YEARLY
	SUB-TOTALS FROM PAGE 1	$ 4460	$ 53520	$ 4678	$ 56136	$ 4900	$ 58800
	LOCATION	MONTHLY	YEARLY	MONTHLY	YEARLY	MONTHLY	YEARLY
11	SANTA YNEZ/CRESENT PARK (22,739 sq)	$ 415	$ 4980	$ 435	$ 5220	$ 456	$ 5472
		$ 4875	$	$ 5113	$	$ 5356	$
	TOTALS	$ 4875	$ 58500	$ 5113	$ 61356	$ 5356	$ 64272

COMBINED YEARLY TOTAL FROM ALL THREE YEARS	$ 184128
THE REPAIR CREW RATES TOTAL	$ 6600
THREE YEAR TOTAL	$ 190728

DATE: 12/20/2011 COMPANY: Parker L/S SIGNATURE: [illegible]

B123497014

SECTION III – BIDDER RESPONSE DOCUMENTS

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*) =$ 4000
50 hours x Specialty Irrigation Rate (*ITEM # 2*) = $ 2250
$7,000 x Percentage Markup (*ITEM # 4*) = $ 350 *(AMOUNT OF MARK UP ONLY)*

(TOTAL) $ 6600

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

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

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

Provide general gardening services, as required, i.e. plant and tree replacement, special cleanups, pruning. $ 50 per hour

ITEM # 2 - SPECIALTY IRRIGATION RATE **IRRIGATION TECHNICIAN**

Provide irrigation repair for valves, solenoids, controllers, lateral and main line breaks and sprinkler replacement. If a helper is required, one half of the General Gardening crew rate will be used. $ 45 per hour

ITEM # 3 - PORTAL TO PORTAL CALLS

Emergency service calls during regular operating hours, Mon. - Fri. from7 a. m. to 4 p. m., other than same day Contractor is regularly scheduled to be on the job site.
RATE IS TO NOT EXCEED 1 AND ½ TIMES TECHNICIAN RATE $ 65 per call

ITEM # 4 - PERCENT OF MARKUP ON MATERIALS

Percentage increase over the best/lowest cost, including Contractor discounts, paid by Contractor for materials approved for replacement or installation. PERCENTAGE MARKUP SHALL NOT BE USED FOR DUMP FEES, EQUIPMENT RENTALS OR ANY OTHER NON-MATERIAL ITEMS. 5 %

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

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

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

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

furnish the following facilities or equipment for the Agreement; [*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, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with

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

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

9. Term; Suspension; Termination.

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services render by CONTRACTOR. The foregoing is cumulative and does not affect any right or

remedy that CITY may have in law or equity.

10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

> _X_ 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:

> _X_ 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.

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

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

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

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

EXHIBIT E

LIVING WAGE REQUIREMENTS
(Nonprofessional Service Agreement)

The Living Wage Ordinance

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

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

Contracts and Contractors Covered by the LWO

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

Contract Type

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

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

Contract Amount

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

Contractor Size

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

Subcontract Amount

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

Subcontractor Size

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

Payment of Living Wage to Covered Employees

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

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[a] The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

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

(2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

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

The minimum compensation required is as follows:

(1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least $1.50 for each hour, then the rates are as follows:

(a) During 2007, the greater of $10.00 an hour or $9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.

(b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

(2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than $1.50 for each hour, then the rates are as follows:

(a) During 2007, the greater of $11.50 an hour or $10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.

(b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

Notification to Covered Employees

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

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

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

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

Subcontractor Compliance

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

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

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

No Reduction in Non-Wage Benefits

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

No Retaliation

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

No Reduction in Collective-Bargaining Wage Rates

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

Violations and Monitoring

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

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

Declaration of Compliance

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY

with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

Additional Information

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

EXHIBIT F

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

Attachment A

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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

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

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

Attachment B

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

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

The included employee benefits are:

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

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

You May . . .

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

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

○ Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

SECTION III – REQUIREMENTS

H. BID SIGNATURE PAGE

BID NO. B123497014

FOR SERVICES/SUPPLIES: CAPITOL MALL AND DOWNTOWN STREETSCAPES

To the City of Sacramento:

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

CONTRACT DOCUMENTS

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

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Parker L/S Dev. inc

ADDRESS: 6251 Sky Creek Dr. Sac Ca 95828

PHONE #: 916.383-4071 FAX #: 916-383.3926 E-MAIL: Jeff @ Parkerlandb.is

STATE TAX I.D. #: 248 8769-1 FED. TAX I.D. #: 52-2450493

City of Sacramento Business Operation Tax Certificate #: 140622
(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) Jeff Caneri

PRINT NAME: Jeff Caneri

TITLE: Supt.

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.

LICENSES/CERTIFICATES/REGISTRATION	DOCUMENT #	EXPIRATION DATE
☐ FEDERAL ID #	52-2450493	–
☐ STATE ID #	248-8769-7	–
☐ STATE OF CALIFORNIA C27 LICENSE	855546	3-31-13
☐ CITY OF SACRAMENTO BUSINESS OPERATIONS TAX CERTIFICATE	140622	3-31-12
☐ STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS LICENSE	2377000	12-31-11
☐ STATE OF CALIFORNIA APPLICATOR		
< LICENSE ✓ < OR < CERTIFICATE	20566	12/31/11
☐ STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS COUNTY REGISTRATION	34-063400 43	

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

CONTRACTOR: Jeff Callen
SIGNATURE

PRINT NAME: Jeff Callen

TITLE: Supt.

DATE: 12/20/11

Parker L/S
NAME OF FIRM

6251 Sky Creek Dr.
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, Jeff Callier (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 _____'s bid or proposal.

Name of Contractor/Bidder/Offeror: Parks U/S

Address: 6251 Sky creek Dr. Sac

PO/Bid/Contract # B123497014

Print name and Signature of Bidder or Offeror
Jeff Callier Jeff Callier

Date: 12/21/11

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: Parker C/S Dev.

Address: 6251 Sky Creek Dr

Name of City Contract: Capitol Mall | Downtown

Contracting Department: _____

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.

Jeff Carlen — Date: 12/20/11

Signature of Authorized Representative

Print name: Jeff Carlen

Title: Supt.

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:

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 Sac various contracts	Steph Fraser 916-801-2503
2. State of Calif Plain 199	Janet Sanger engineer 916.263.4912
3. more upon request	
4.	
5.	
6.	
7.	
8.	

SECTION III – BIDDER RESPONSE DOCUMENTS

N. DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor: Parker L/S Dev. Inc.

Address: 6251 Sky Creek Dr. Sac 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 Contact, and pursue all available legal and equitable remedies.

6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.

7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.

8. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

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

Jeff Callen

Signature of Authorized Representative

Date: 12/21/11

Print name: Jeff Callen

Title: Supt

O. DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Parku c/s Dev. inc.

Address: 6251 Sky Creek Dr. SAC 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) refuses 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.

Jeff Callen
Signature of Authorized Representative

12/21/11
Date

Jeff Callen
Print Name

Supt
Title

DEPARTMENT OF
TRANSPORTATION

STREET SERVICES
DIVISION

CITY OF SACRAMENTO
CALIFORNIA

5730 - 24th STREET
BUILDING ONE
SACRAMENTO, CA
95822-3699

PH 916-808-1888
FAX 916-399-9263

December 2, 2011

ADDEDUM NO. 1 TO BID NO. B123497014
LANDSCAPE MAINTENANCE SERVICES FOR CAPITOL MALL & DOWNTOWN STREETSCAPES

1. The bid due date of December 21, 2011 **HAS NOT CHANGED.**

2. Please add Pages 76 thru 91, Maintenance Performance Schedules and Map of Capitol Mall.

3. All other terms, conditions and specifications of the IFB remain the same.

4. Of a bid package is not being submitted, it is not necessary to return this addendum or acknowledge receipt of such.

5. Vendors submitting a bid package must acknowledge receipt of this addendum prior to the hour and date specified in the bid requires by one of the following methods:

   (a) By signing and returning (1) copy of this addendum with the bid package if not previously submitted; or

   (b) If the bid has been previously submitted, the addendum may be submitted by separate letter, which must include on the outside of the mailing envelope the bid and addendum number and the fid due date. This information must be clearly marked in CAPITAL LETTERS ON THE OUTSIDE OF THE ENVELOPE. Failure of your acknowledgement to be received at the Streets Division, 5730 24th Street, Bldg. 9, Sacramento, CA. 95822, prior to the hour and date specified, <u>may result in rejection of your bid.</u>

   (c) If, by virtue of this addendum you decide to change a bid already submitted, such change may be made by letter, as specified in (b) above.

Respectfully,

Stephanie Fraser
Construction Inspector III
Streetscapes

Bidder's Name: Parker U/S Dev. Inc.

Signature: Jeff Calk

Typed or Printed
Name and Title: Jeff Calkeri

Supt.

Date: 12/21/11