



City of Sacramento City Council

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

Meeting Date: 2/26/2013

Report Type: Consent

Title: Contract: Brookfield Streetscapes

Report ID: 2013-00131

Location: Districts 7 and 8

Recommendation: Pass a Motion awarding a one-year non-professional services agreement for the maintenance of the Brookfield Streetscape with JM Slover, Inc. for an amount not to exceed \$37,932 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 \$113,796.

Contact: James Horton, Program Specialist, (916) 808-5567; Juan Montanez, Streets Manager (916) 808-2254, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Streetscape Maintenance

Dept ID: 15001681

Attachments:

1-Description/Analysis

2- Background

3-Contract- Brookfield Streetscape

City Attorney Review

Approved as to Form
Gerald Hicks
2/8/2013 3:11:51 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
2/5/2013 10:26:18 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 2/7/2013 4:14:25 PM

Description/Analysis

Issue: The Maintenance Services Division of the Department of Public Works has an ongoing need to maintain the landscaping along the City's transportation corridors. The City issued Invitation for Bid No. B13151681035 for maintenance of the Brookfield Streetscapes. Eight bidders responded to the solicitation. Staff recommends award of a non-professional services agreement to JM Slover, Inc., the lowest responsive and responsible bidder.

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. JM Slover, Inc. is headquartered in the State of California.

Environmental Considerations:

California Environmental Quality Act (CEQA): The project includes maintenance and repair of existing facilities. The proposed activity would not have a significant effect on the environment and is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15301.

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

Rationale for Recommendation: Eight companies submitted responsive bids in response to Invitation for Bid No. B13151681035. JM Slover, 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 2012/13. Extensions of the contract in succeeding fiscal years shall be subject to funding availability in the adopted budgets for each fiscal year.

Emerging Small Business Development (ESBD): JM Slover, Inc. is certified as an Emerging/Small Business Enterprise.

Background

In January 2013, Invitation for Bid No. B13151681035 was issued to procure streetscape maintenance services. Eight bidders responded to the solicitation. Based upon the results of that competitive solicitation, shown below, staff recommends award of a one-year non-professional agreement, with two optional extensions, to the lowest responsive and responsible bidder: JM Slover, Inc. The amount of the initial one-year purchase agreement will not exceed \$37,932. The total amount of the agreement, with two optional one-year extensions, will not exceed \$113,796.

Brookfield Streetscapes Price Evaluation

	California Landscape Association	Roush Landscape Services	J M Slover	Parker Landscape	New Image	Dominguez Landscape
Yr 1	\$ 38,712.00	\$33,240.00	\$ 31,932.00	\$ 52,800.00	\$ 56,448.00	\$ 43,400.64
Yr 2	38,712.00	33,240.00	31,932.00	55,476.00	58,128.00	44,268.12
Yr 3	39,108.00	33,240.00	31,932.00	58,296.00	59,268.00	45,153.24
Repair Crew Rates	7,680.00	5,210.00	7,220.00	8,350.00	9,400.00	8,025.00
E/SBE Ded.	(6,210.60)	(5,246.50)	(5,150.80)	(8,746.10)	0	(7,042.35)
Bid Eval. Total	118,001.40	99,683.00	97,865.20	166,175.90	183,244.00	133,804.65
Actual Total	\$124,212.00	\$104,930.00	\$103,016.00	\$174,922.00	\$183,244.00	\$140,847.00

	Valley Landscapes	Terracare Associates				
Yr 1	\$36,600.00	\$ 51,142.32				
Yr 2	36,600.00	52,165.08				
Yr 3	36,600.00	53,208.36				
Repair Crew Rates	5,850.00	8,250.00				
E/SBE Ded.	(5,782.50)	0				
Bid Eval. Total	109,867.50	164,765.76				
Actual Total	\$115,650.00	\$164,765.76				

The total amount of the purchase agreement with optional extensions is \$113,796. This amount includes \$18,000 for additional maintenance and repairs not included in the agreement's scope of work. The amount is based upon the amount of additional work typically required to address damage caused by vandalism, pest infestations, unseasonably high or low temperatures, and other unforeseen causes. Repair Crew Rates are used for evaluation purposes only and are not included in the amount of the total purchase agreement.

PROJECT #:
PROJECT NAME: Brookfield Streetscapes
DEPARTMENT: Public Works
DIVISION: Maintenance 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

JM SLOVER, Inc.
1630 Lotus Road
Placerville, CA 95667
(530) 621-4815/jmslover@wildblue.net

("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: _____

ATTEST:

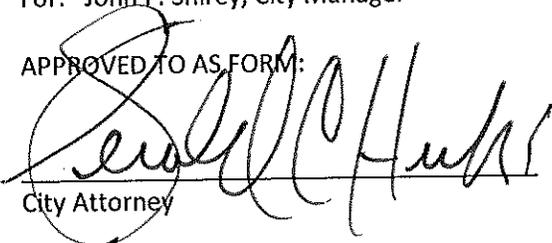
Print name: Jerry Way

Title: Director of Public Works

City Clerk

For: John F. Shirey, City Manager

APPROVED TO AS FORM:



City Attorney

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:

JM Slover, Inc.

NAME OF FIRM

20-3963906

Federal I.D. No.

37745924

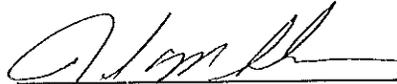
State I.D. No.

125125

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

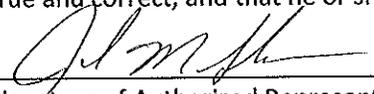
John M Slover President

Print Name and Title

Additional Signature (if required)

Print Name and Title

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



Signature of Authorized Representative

Date: 1/30/13

Print name: John M Slower

Title: President

- b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized

representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

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



Signature of Authorized Representative

1/30/13

Date

John M Slovic

Print Name

President

Title

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Stephanie Fraser/Construction Inspector III
5730 24th Street
Sacramento, CA 95822
(916)808-2253/ sfraser@cityofsacramento.org

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

The CONTRACTOR Representative for this Agreement is:

Terresa Slover
1630 Lotus Road
Placerville, CA 95667
(530) 621-4815/jmslover@wildblue.net

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

- 2. Scope of Services.** *[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 Maintenance Services Division of the Department of Public Works has an ongoing need to maintain the landscaping along transportation corridors within the City of Sacramento. The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein. Contract period shall be from date of award through and including February 28, 2014. All services provided under this agreement will be "as needed basis". Services required by the CITY will be based upon availability of funds and actual needs as they occur throughout the contract period.

- 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.

JM Slover, Inc



CITY OF SACRAMENTO

Department of Public Works

Bid Number: B13151681035

INVITATION FOR BID And Contract Specifications Nonprofessional Services

FOR: Brookfield Streetscapes

Bids Must Be Received Up To The Hour of 2:00 P.M. on January 16, 2013

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

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

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

Name of Bidder: *JM SLOVER*

Address: *1630 LOTUS RD.*

City, State, Zip Code: *PLACERVILLE CA. 95669*

Phone Number: *530-621-4815*

Email Address: *jslover@wildblbe.net*

CITY OF SACRAMENTO

Bid No. B13151681035

TABLE OF CONTENTS (Formal – Services)

Document Title	Page No. or N/A
"No Bid" Response Form	3
SECTION I – REQUIREMENTS	
A. Bid Instructions and Requirements	5
SECTION II – CONTRACT DOCUMENTS	
A. Special Provisions	10
B. Technical Specifications	22
SECTION III – BIDDER RESPONSE DOCUMENTS	
A. Submittals Required Prior to Start of Contract	44
B. Bid Guarantee	45
C. Performance Bond	45
D. Payment Bond	45
E. Drug Free Workplace Affidavit	46
F. Items Requiring Bidder Response	47
G. Pricing Schedule	49
H. Bid Signature Page	52
SECTION IV - Nonprofessional Services Agreement	
Agreement Signature Page	58
Living Wage Ordinance (LWO) Declaration of Compliance	61
Equal Benefits Ordinance (EBO) Declaration of Compliance	62
Exhibit A - Scope of Service	65
Exhibit B - Fee Schedule/Manner of Payment	66
Exhibit C - Facilities/Equipment Provided	68
Exhibit D - General Provisions	69
Exhibit E - Living Wage Requirements	78
Exhibit F - Non-Discrimination in Employee Benefits	82

"NO BID" RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM

ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If you do not want to submit a bid for this requirement, we are interested in knowing why. Please remove this form, complete the requested information, and **FAX your response to the** _____ at (916) _____. If you have questions, please call the Procurement Office at (916) 808-6240. Thank you for your cooperation.

"NO BID" QUESTIONNAIRE

(Please complete all items that apply)

We do not sell the products/services called for in this invitation for bid, but we want to stay on the **City's Bid List**. Please send necessary information so that the products/services we do provide can be updated on the City's Bid List.

We are not interested in doing business with the City of Sacramento, because _____

Other reasons/comments: _____

Please send application forms for certification as an emerging and/or small business enterprise (E/SBE): *(Note: Application forms and information about becoming certified as an emerging and/or small business can be obtained via the Internet at: <http://www.cityofsacramento.org/esbd>).*

(Business Name)

(Street Address/P.O. Box)

(City, State, Zip)

(E-mail address)

Date: _____

Phone: _____

Contact: _____

B13151681035

SECTION I REQUIREMENTS

SECTION I – REQUIREMENTS**A. BID INSTRUCTIONS AND REQUIREMENTS**

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With:

1. **Additional Copies.** VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID AND 0 ADDITIONAL COPY OF THIS BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.
2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.
 - a) To obtain an electronic version of this bid go to Procurement's website at www.cityofsacramento.org/generalservices/procurement/bids.
 - b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the City Clerk's Hearing Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M. on, January 16, 2013. After opening, Bids may be inspected in the City Clerk's Office.

(Note: Bids must be submitted up to 2:00 P.M. on the above date)
 - c) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications. Please note, all submissions are subject to rejection when unsolicited alternate bids are submitted.
4. **Bid Security.** Bid Security is: [] Required [X] Not Required

If required, bid security approved by the City must accompany the bid, in the amount of ___% of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.
5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).
6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.
7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.
- 7A. **City's Options.** City reserves the following options:
 1. The right to award in whole or in part.
 2. The right to reject all partial bids.
 3. The right to reject any or all bids or make no award.
 4. The right to issue subsequent Invitation For Bids (IFB).
 5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
 6. The right to waive any informality or irregularity in the bidding process and any bids.
 7. The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.
8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.

9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.

10. **Faithful Performance Bond.** A faithful performance bond is: Not Required Required

If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of _____.

11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award. For purposes of award, The City assumes that all invoices are paid within the discount terms (all discounts are taken).

12. **Mandatory Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. Failure to attend this conference will result in rejection of your bid. If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.

13. **Bid Inquiries.** Questions regarding this bid should be referred to:

Contractual Questions

*Department Name: Public Works
Attention: Azadeh Doherty
Email: adoherty@cityofsacramento.org
(916) 808-3137*

Technical Questions

*Department Name: Public Works
Attention: Stephanie Fraser
Email: sfraser@cityofsacramento.org
Phone: (916) 808-2253*

These inquiries must be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

14. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

If prospective bidders are bidding an item "or equal" the bidders shall list the manufacturer's name and product number of the item offered in the space provided. If such information is not provided, it will be assumed that the bidder is offering the exact item specified. The City's decision as to whether an item is an equal to the item specified shall be final.

15. **Determination of Lowest Responsible Bidder.** Sacramento City Code '3.56.020 provides that the lowest responsible bidder shall be determined as follows:

- a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.
 - b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.
 - c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of small business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.
16. **Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.
 17. **Award by Item or Group.** The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.
 18. **Multiple Awards.** The City reserves the right to make multiple awards in order to provide for alternate sources, to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).
 19. **Contract Award.** Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following the day of this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.
 20. **Non Professional Services Agreement.** The bidder(s) recommended for this award will be required to sign the attached Non Professional Services Agreement. Bidders are responsible for reading and understanding the attached Non Professional Services Agreement's requirements, terms and conditions prior to submitting their bids.
 21. **Emergency/Declared Disaster Requirements.** In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be subjected to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City's needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

22. All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento Procurement Division. All responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil will not be considered.
23. **Submission of Bids.** The City is not responsible for misaddressed bid submittals. Please assure that you utilize the address appropriate for the method of delivery. Bid submissions made via commercial express courier (FedEx, United Parcel Svs.) must be addressed as follows:

City of Sacramento
City Clerk's Office
915 I St., Ste. 122391
Sacramento, CA. 95814-2604

Bid submissions made via personal delivery shall be delivered to:

City of Sacramento
City Clerk's Office
Historic City Hall
915 I St., Ste. 116
Sacramento, CA. 95814

24. **Bid Protect. Bid Protest.** Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. Sections 3.60.460 - 3.60.560 of the Sacramento City Code are available at: <http://www.qcode.us/codes/sacramento/>.
25. **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 ..."

**SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A
BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.**

B13151681035

SECTION II CONTRACT DOCUMENTS

SECTION II – CONTRACT DOCUMENTS

A. SPECIAL PROVISIONS

1. **Period of Performance.** Any contracts(s) resulting from this solicitation will be awarded with a base period beginning from March 1, 2013 thru February 28, 2014.
2. **Invoices.** All Invoices under this Agreement shall be accompanied by (2) Proof of Publications which shall be sent to the person requesting the service. The printed proof(s) of the publication must be furnished using the same print used for the actual advertisement of printing on separate slips or sheets of paper. The invoice shall include the following information, at a minimum:
 - (1) Name of contractor
 - (2) Contract/Purchase Order number
 - (3) Description of advertisement item
 - (4) Date of advertisement
 - (5) Name of person placing Call
 - (6) Telephone of person placing call
3. **Billing Disputes.** Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor.
4. **Payment Terms.** Payment terms are net 30 unless Contractor offers a prompt payment discount. All prompt payment discounts if taken shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of Contractor's invoice.
5. **Points of Contact.** Requests for service(s) may be made by one or several organizational levels within the City.
 - A. The contractual point-of-contact for this contract is:

Project Manager : Stephanie Fraser
 Dept.: Public Works
 Division: Maintenance Services
 Address: 5730 24th Street, Bldg. 9, Sacramento, CA 95822
 Phone: (916) 808-2253
 E-Mail: sfraser@cityofsacramento.org
6. **Authorities / Technical Direction.** The Contractor shall take no direction from any City employee or any other person other than the Procurement Services Manager that changes the terms and condition of the contract action, the Scope of Work, or any change that impacts the cost/price or schedule. Changes authorized by the Procurement Manager will be in the form of a written, official, signed modification to the contract, received by the Contractor before the Contractor will act upon those changes.
7. **Document Protection.** Original documents shall be adequately protected at all times while they are in the possession of the Contractor and returned in the same condition as received.

The Contractor shall not duplicate or allow for duplication of distribution of electronic data provided to Contractor, or created by the Contractor, and may not provide said files for review or use to any third party without written permission from the City of Sacramento.

8. **Quantities Unrestricted.** The City is not limited to purchase all of its requirements from any contract resulting from this request.
9. **Purchase Order.** A Purchase Order will be issued to the Contractor on behalf of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th a second purchase order may be issued.
 - A. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract, and any modification thereto.
 - B. Delivery of material and/or services are not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.
10. **Cooperative Purchasing.** If mutually agreeable to both parties, the use of any resulting contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.
11. **Additional Services.** Those services not specifically named in the Pricing Schedule shall be negotiated on an individual basis.
12. **Subcontracts and Assignments.** No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be subcontracted in whole or in part, nor assigned by the contractor, nor may assignment of any money due or to become due the contractor under this contract be made without the prior written consent of the City.

Where authorized by the City, the contractor shall select all subcontractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.
13. **Pricing.** Prices are maximum for the term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.
14. **Notification of Material Changes in Business.** Contractor agrees that if experiences any material changes in its business including without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City.
15. **Confidentially of Information.** Contractor shall take all precautions necessary and appropriate to assure the confidentiality of City's record information. Contractor shall limit access to City's records only to contractor's authorized employees, except when they are authorized by the City, contractor shall not reproduce any of the City's records. The City shall have the right to review Contractor's procedures for

handling City records and may make such inspections as it deems necessary to assure that Contractor is adequately safe-guarding City's record information.

Contractor acknowledges that in the course of providing services that they will have access to, and/or will be in possession of, confidential information of the City. Confidential information is defined as all information released to the Contractor for the purpose of having the Contractor perform the contracted for services.

The Contractor shall secure the City's confidential records in a manner to ensure that the information remains confidential. Contractor shall have access to the City's confidential information for the purposes of performing the contracted services.

16. **Termination for Unsatisfactory Performance.** Whenever, in the opinion of the Procurement Services Manager, the Contractor's performance is not satisfactory, the Contractor shall be advised of the reasons. If the Contractor fails to correct the unsatisfactory conditions within 5 days, the Procurement Services Manager may declare this contract terminated upon 30 days written notice and contract with another Contractor. The City shall have no obligation to give more than two notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor(s) shall again fail to satisfactorily perform services pursuant to this contract, City may thereupon terminate this contract immediately. In the event of termination hereunder, the Contractor and/or surety will be liable and assessed for any and all costs for the re-procurement of the contract services.
17. **Inspection of Facilities.** The City may require an inspection tour of Contractor's facilities at the location where the work on this contract will be accomplished.
18. **Modification of Contract.** The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:
- A. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.
 - B. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.
19. **Environmentally Preferable Procurement**
- The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

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

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

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

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

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

20. Award

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

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 may be 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.

Standard Water Quality Specifications

Page 2 of 3

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.

Standard Water Quality Specifications

Page 3 of 3

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;

SECTION II – CONTRACT DOCUMENTS

B. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS

MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS

SITE NAME: BROOKFIELD STREETS CAPES AREA SIZE: 280,931 SQ. FT. ACRES: 6.45
 LOCATION: VARIOUS - SEE MAPS

	DAILY	BIWEEK	WEEKLY	2X-MO.	MTLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL LANDSCAPE IN A HEALTHY GROWING CONDITION AND IN A NEAT AND ATTRACTIVE APPEARANCE THROUGHOUT THE YEAR. KEEP TURF GREEN AND WEED FREE.
INSPECT MEETING									MAINTENANCE IRRIGATION AND FERTILIZER SCHEDULES ARE ALL DUE (2) WEEKS AFTER THE AWARD OF BID. 48 HR. NOTIFICATION IS REQUIRED PRIOR TO FERTILIZER APPLICATIONS.
LAWN									1 TURF PRE-EMERGENT (GRAB GRASS) APPLICATION IN MID-FEB. AND 2ND APPLICATION LATE MARCH. *1 POST EMG APPLICATION IN LATE APRIL. NO COMBINED WEED AND FERT.
FERTILIZER							4X		USE SLOW RELEASE FERTILIZER IN MID MARCH, MAY, SEPT. IN LATE OCTOBER 1LB. N/1000 SQ. FT. APPLICATION
AERATING							1X		2X'S A YR. FEB. AND EARLY SEPT. SHRUBS FERTILIZED
RESEEDING									
CHEMICAL EDGE									
MECH EDGE									
GROUND COVER							2X		GROUND COVER SHALL BE KEPT AT AN EVEN HEIGHT DO NOT ALLOW PLANTS TO GROW INTO EACH OTHER
FERTILIZER									KEEP SHRUBS AND VINES BELOW TOP OF WALLS, KEEPING DECORATED PILLARS OR SIGNS FREE OF ANY PLANT FOLIAGE
WINTER MOW							X		ALL VINES/VIVY SHALL NOT EXCEED A THICKNESS OF 5-6 IN. AND SHOULD BE THINNED OUT AS OFTEN AS NECESSARY TO MAINTAIN A SECURE ATTACHMENT TO WALL.
SHRUBS									
FERTILIZER							2X		
PRUNE								6X	
TREES									
FERTILIZER							1X		
PRUNE							1X		
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 & REPORTED

MAINTENANCE PERFORMANCE SCHEDULE MINIMUM REQUIREMENTS

SITE NAME: BROOKFIELD STREETSCAPES PG 2 AREA SIZE: 280,931 SQ. FT. ACRES: 6.45
 LOCATION: SEE VARIOUS MAPS

	DAILY	5-WEEK	WEEKLY	2X-MO.	MTHELY	QTRLY	1-YR.	AS REQ.	COMMENTS
SITE SERVICED									REPORT GRAFFITI, SAFETY OR MAINTENANCE ISSUES
SITE INSPECTION									WEEKLY TO THE CITY STREETSCAPES OFFICE SO THEY CAN BE REPORTED TO PROPER DEPARTMENTS.
LAWN									CONTRACTOR SHALL KEEP ALL HARDSCAPE AREAS WEED AND DEBRIS FREE SWEEPING AND REMOVING DEBRIS FROM HARDSCAPES OR TURN LANES IS TO BE DONE WEEKLY.
FERTILIZER									IT IS THE CONTRACTORS RESPONSIBILITY TO INSPECT EACH SITE WEEKLY TO ASSURE ALL WORK IS BEING DONE PER SPECIFICATIONS.
AERATING									TEST IRRIGATION SYSTEMS EVERY TWO WEEKS AS REQUIRED FOR PROPER OPERATING AND WATER SCHEDULES.
RESEEDING									CONTRACTOR SHALL MANAGE NUT SEDGE AND ANY OTHER TYPE OF WEED WITH CHEMICAL AND/OR MECHANICAL MEANS AS NEEDED TO KEEP AREAS WEED FREE
CHEMICAL EDGE									CONTRACTOR SHALL USE ADVANCE WARNING SIGNS DURING ALL OPERATIONS, ALL CONTRACTOR EMPLOYEES SHALL WEAR SAFETY VEST, AND ALL VEHICLES SHALL HAVE THE COMPANY NAME ON THEM
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 & REPORTED

B13151681035

**MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS**

SITE NAME: BROOKFIELD MEADOWS AREA SIZE: 40,120 SQ. FT. ACRES: .92
 LOCATION: SOUTHWEST CORNER OF BROOKFIELD AND FRANKLIN BLVD; SOUTH SIDE OF SUNMEADOW DRIVE

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR	AS REQ.	COMMENTS
SITE SERVICED									IRRIGATION CONTROLLER AND BACKFLOW LOCATED ON FRANKLIN BLVD JUST SOUTH OF BROOKFIELD.
SITE INSPECTIONS									
LAWN									
FERTILIZER								4X	
AERATING								1X	
RESEEDING									
CHEMICAL EDGE									
MECH EDGE									
GROUND COVER									1 TURF PRE-EMERGENT (GRAB GRASS) APPLICATION IN MID-FEB. AND 2ND APPLICATION LATE MARCH. *1 POST EMG APPLICATION IN LATE APRIL. NO COMBINED WEED AND FERT.
FERTILIZER								2X	
WINTER MOW								X	
SHRUBS									USE SLOW RELEASE FERTILIZER IN MID MARCH, MAY, SEPT. USE COOL SEASON COMPLETE/ BALANCE FERT.
FERTILIZER								2X	IN LATE OCTOBER 1LB. N/1000 SQ FT. APPLICATION
PRUNE								6X	2 X'S A YR. FEB. AND EARLY SEPT. SHRUBS FERTILIZED
TREES									GROUND COVER SHALL BE KEPT AT AN EVEN HEIGHT
FERTILIZER								1X	DO NOT ALLOW PLANTS TO GROW INTO EACH OTHER
PRUNE								1X	KEEP SHRUBS AND VINES BELOW TOP OF WALLS. KEEPING DECORATED PILLARS OR SIGNS FREE OF ANY PLANT FOLIAGE
LEAF PICKUP									ALL VINES/IVY SHALL NOT EXCEED A THICKNESS OF 5-6 IN. AND SHOULD BE THINNED OUT AS OFTEN AS NECESSARY TO MAINTAIN A SECURE ATTACHMENT TO WALL.
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 & REPORTED



BROOKFIELD MEADOWS

B13151681035

MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS

SITE NAME: BROOKFIELD TRIANGLE **AREA SIZE:** SQ. FT. ACRES:
LOCATION: NORTHWEST CORNER OF BROOKFIELD AND MACK ROAD; INCLUDES BOULDER ISLAND AT NORTHWEST CORNER OF BRANCHWOOD WAY AND MACK ROAD

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTLY	QTRLY	YR.	AS REQ.	COMMENTS
SITE SERVICED									IRRIGATION CONTROLLER-BAKFLOW LOCATED AT CORNER
SITE INSPECTIONS									OF BROOKFIELD AND BRISTLEWOOD WAY
LAWN									
FERTILIZER									
AERATING									
RESEEDING									
CHEMICAL EDGE									
MECH EDGE									
GROUND COVER									
FERTILIZER							2X		
WINTER MOW								X	
SHRUBS									
FERTILIZER							2X		
PRUNE								6X	
TREES									
FERTILIZER							1X		
PRUNE							1X		
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 & REPORTED



B13151681035

MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS

SITE NAME: COLONY BROOKFIELD AREA SIZE: 33,977 SQ. FT. ACRES: .78
 LOCATION: MACK ROAD AND BROOKFIELD: SEE MAP. INCLUDES TURF MOW STRIP BUT NOT PLANTED SLOPE AREA
 IN FRONT OF WATER PUMP STATION NED TO CANAL

	DAILY	BIWEEK	WEEKLY	2X/MO.	MTHLY	QTRLY	YR.	AS REQ.	COMMENTS
SITE SERVICED									IRRIGATION CONTROLLER AND BACKFLOW LOCATED ON MACK ROAD EAST OF BROOKFIELD DRIVE
SITE INSPECTIONS									
LAWN									
FERTILIZER							4X		HYPERICUM SHALL BE FERTILIZED IN FEBRUARY AFTER THE WINTER MOWING. 2ND TIME IN MAY AND THE 3RD TIME IN OCTOBER. 4TH APPLICATION WHEN NEEDED, PROBABLY DURING THE SUMMER MONTHS.
AERATING							1X		
RESEEDING									
CHEMICAL EDGE									WINTER MOWING OF HYPERICUM SHALL BE DONE DURING THE MONTH OF FEBRUARY.
MECH EDGE									
GROUND COVER									
FERTILIZER							2X		CHECK THE HYPERICUM FOR KLAMUTH BEETLES STARTING IN MAY AND USE APPROPRIATE PESTICIDES AS NEEDED.
WINTER MOW							1X		
SHRUBS									SHRUBS SHALL BE ALLOWED TO SPREAD SIDEWAYS FOR WALL COVERAGE. PRUNE FRONT AND TOP OF SHRUBS BELOW TOP OF WALL.
FERTILIZER							4X		
PRUNE								6X	
TREES									DO NOT WEED EAT SECTIONS OF THE HYPERICUM TO REMOVE WEEDS. HAND PULL AND/OR USE SELECTIVE HERBICIDES TO CONTROL WEEDS.
FERTILIZER							1X		
PRUNE							1X		
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 & REPORTED



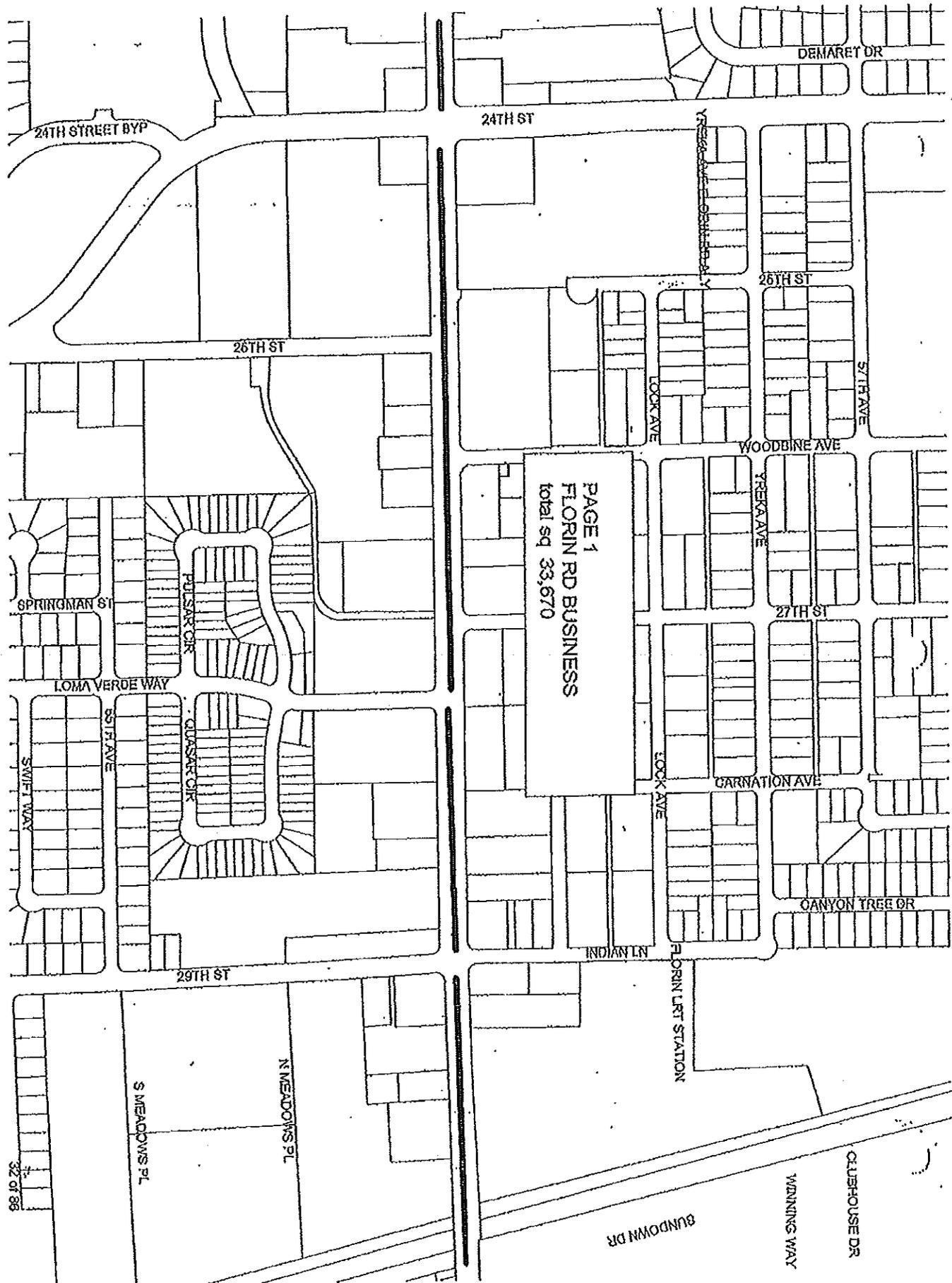
B13151681035

MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS

SITE NAME: FLORIN ROAD - BUSINESS AREA SIZE: 32,670 SQ. FT. ACRES: .75
 LOCATION: TAMOSHANTER TO FRANKLIN BLVD. INCLUDES ALL NON-LANDSCAPE MEDIANS FOR WEEDS AND LITTER PICK UP
 IN FRONT OF WATER PUMP STATION NED TO CANAL

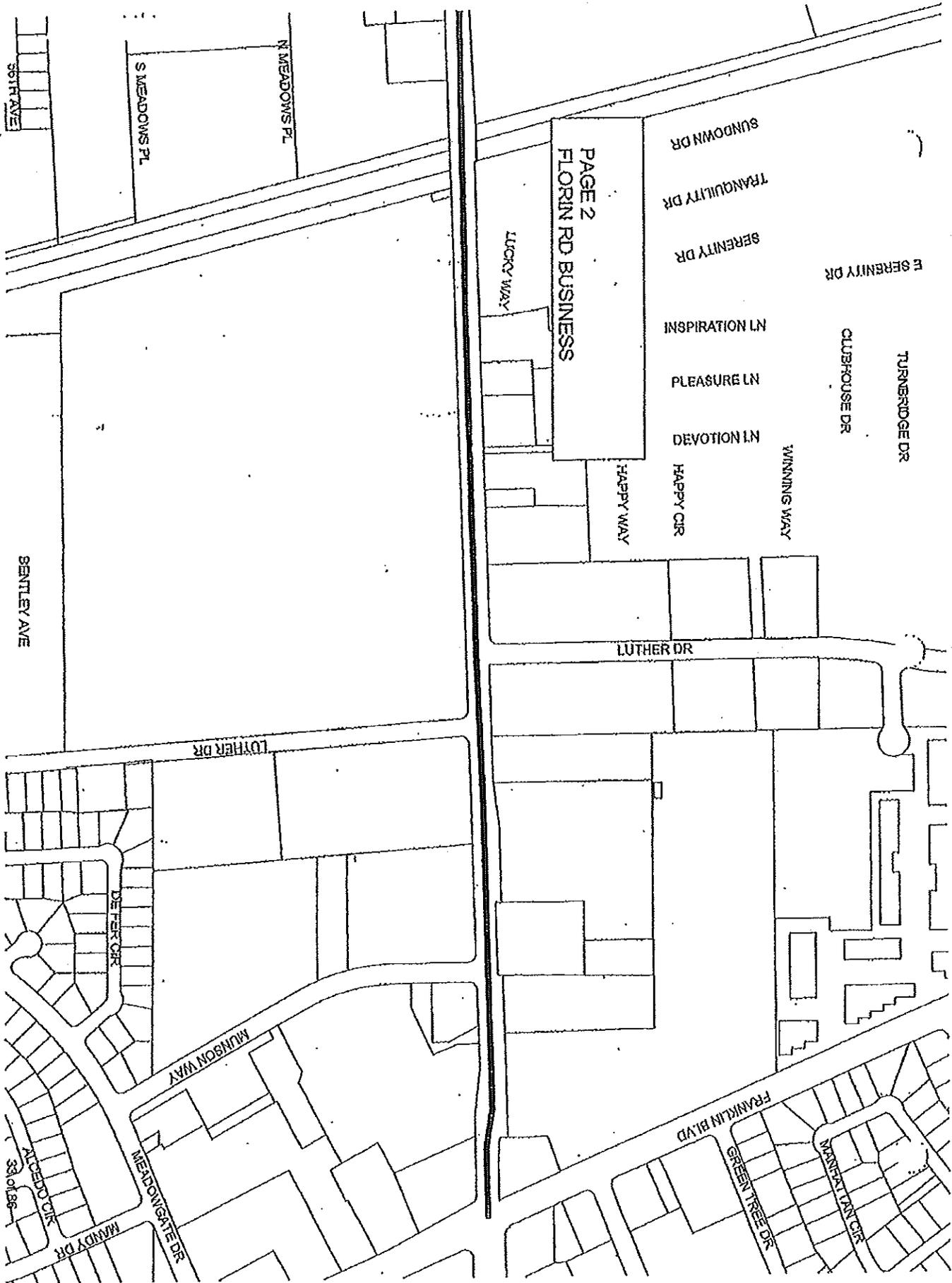
	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	YR.	AS REQ.	COMMENTS
SITE SERVICED									FOUR IRRIGATION CONTROLLERS AND BACKFLOWS LOCATED WITHIN THE MEDIANS
SITE INSPECTIONS									KEEP PLANTS PRUNED WITH THE PLANTER
LAWN									ALL CROSS STREETS AND INTERSECTIONS SHALL BE KEPT PRUNED BACK FOR VEHICLE VISIBILITY YEAR ROUND
FERTILIZER									
AERATING									
RESEEDING									
CHEMICAL EDGE									
MECH EDGE									
GROUND COVER									
FERTILIZER							2X		
WINTER MOW							1X		
SHRUBS									
FERTILIZER							4X		
PRUNE								6X	
TREES									
FERTILIZER							1X		
PRUNE							1X		
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 & REPORTED



PAGE 1
FLORIN RD BUSINESS
total sq 33,670

B13151681035



B13151681035

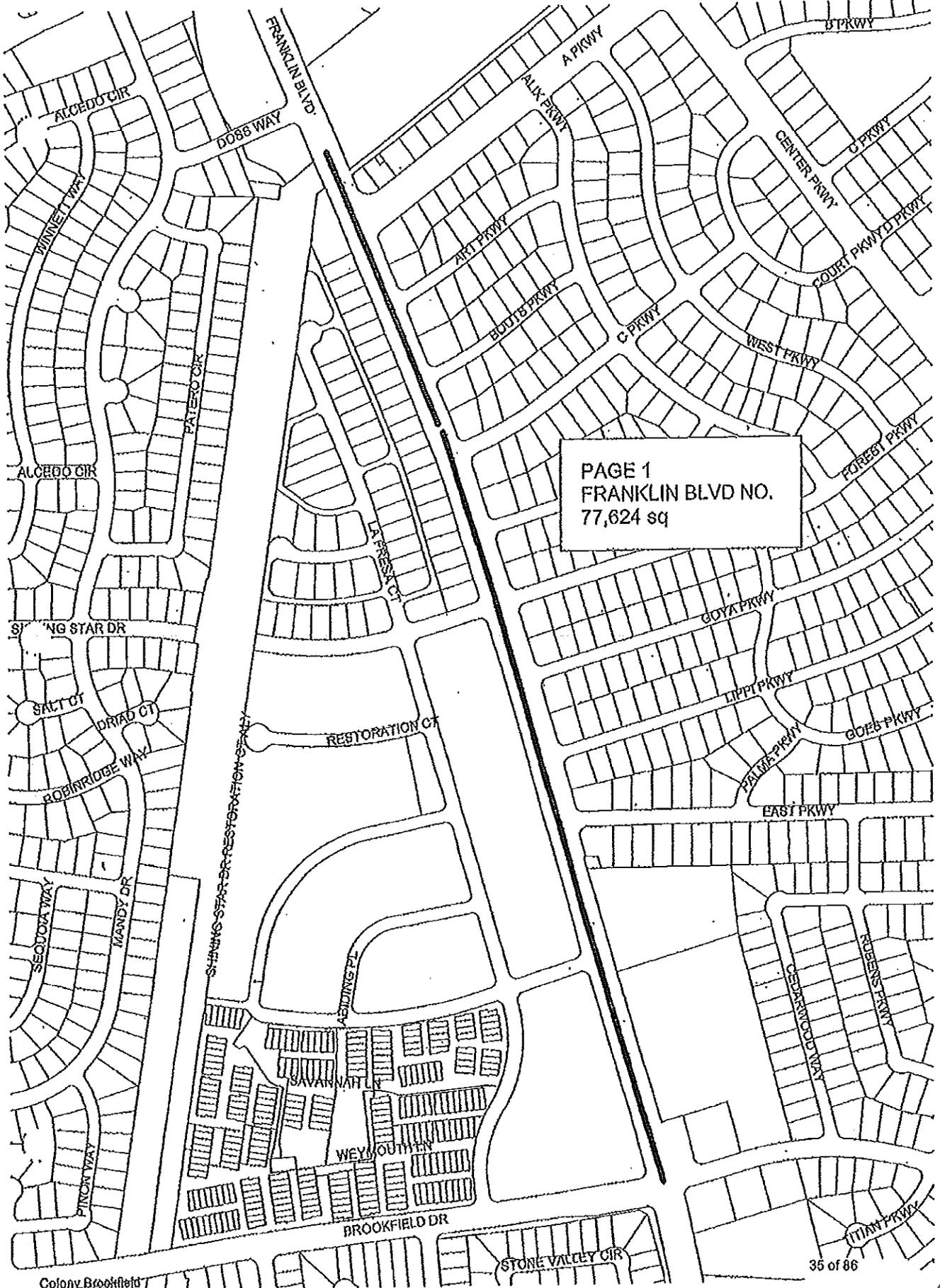
B13151681035

MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS

SITE NAME: FRANKLIN BLVD - NORTH AREA SIZE: 77,624 SQ. FT. ACRES: 1.78
 LOCATION: THREE AREAS (1) A PARKWAY TO BROOKFIELD DRIVE CEDAR TREES AND SHRUBS (2) BROOKFIELD DRIVE TO WACK ROAD-TURF
 AND TREES (3) BOYCE ISLAND: BOYCE DRIVE TO CANAL (FRONTAGE ISLAND) GROUND COVER-SHRUBS-TREES.

	DAILY	BIWEEK	WEEKLY	2X/MO.	MONTHLY	QUARTLY	YEARLY	AS REQ.	COMMENTS
SITE SERVICED									IRRIGATION CONTROLLER AND BACKFLOW NORTH END OF BOYCE ISLAND
SITE INSPECTIONS									KEEP SHRUBS/TREES WITHIN BOYCE ISLAND PRUNED BACK FOR VEHICLE VISIBILITY
LAWN								4X	
FERTILIZER								1X	
AERATING									
RESEEDING									
CHEMICAL EDGE									
MECH EDGE									
GROUND COVER								2X	
FERTILIZER								1X	
WINTER MOW									
SHRUBS								4X	
FERTILIZER								6X	
PRUNE									
TREES									
FERTILIZER								1X	
PRUNE								1X	
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 & REPORTED



B13151681035
MAINTENANCE PERFORMANCE SCHEDULE
 MINIMUM REQUIREMENTS

SITE NAME: LIBERTY LANE AREA SIZE: 8957 SQ. FT. ACRES: .21
 LOCATION: NORTHWEST SIDE OF DEERCREEK ROAD; MACK ROAD BETWEEN DEER CREEK ROAD TO WEST END OF WROUGHT IRON FENCE

	DAILY	BIWEEK	WEEKLY	2X/MO.	MONTHLY	QUARTLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									2 IRRIGATION CONTROLLER ON SUMMER STROLL CIRCLE
SITE INSPECTIONS									INSIDE NEIGHBORHOOD BY BASIN AND SWUD BOX
LAWN									
FERTILIZER									
AERATING									
RESEEDING									
CHEMICAL EDGE									
MECH EDGE									
GROUND COVER									
FERTILIZER							2X		
WINTER MOW							1X		
SHRUBS									
FERTILIZER							4X		
PRUNE								6X	
TREES									
FERTILIZER							1X		
PRUNE							1X		
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 & REPORTED

CREEKSIDE CIR

B13151681035

FRANKLIN BLVD

SUN SHOWER CIR SUN SHOWER PL

HERMES CIR

DECATHLON CIR

LIBERTY LANE

ARCHEAN WAY

ICARUS CT

MACK RD

KEEP SIDEWALK CLEAR OF WEEDS

RED DEER WAY

DOE CT

DEER CT

FALLOW DR

DEER MEADOW DR

BLACK TAIL DR

DEER GLEN WAY

DEERBROOK DR

WHITE TAIL WAY

DEER HILL DR

FARNELL WAY

LANDER CT

BLACKFORD WAY

FAWN CIR

WHITE STAG WAY

DEERLEAF DR

ARMADALE WAY

DEER LAKE DR

38 of 86

B13151681035
MAINTENANCE PERFORMANCE SCHEDULE
 MINIMUM REQUIREMENTS

SITE NAME: MACK ROAD - WEST AREA SIZE: 8957 SQ. FT. ACRES..21
 LOCATION: NORTHWEST SIDE OF DEERCREEK ROAD, MACK ROAD BETWEEN DEER CREEK ROAD TO WEST END OF WROUGHT IRON FENCE

	DAILY	BIWEEK	WEEKLY	2X-MO.	MTFLY	QTRLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED									FIVE IRRIGATION CONTROLLER LOCATED NORTH SIDE OF MACK ROAD FRONTAGE. BACKFLOWS IN MEDIANS
SITE INSPECTIONS									MOW STRIPS WEST OF FRANKLIN BLVD ARE TO BE KEPT WEED. CHECK IRRIGATION FOR TREE WELLS.
LAWN							4X		NORTH SIDE TREE WELLS-FRANKLIN TO CANAL INCLUDES 2 FEET PAST SIDEWALKS ON VACANT FIELD AREA. KEEP WEED AND LITTER FREE
FERTILIZER							1X		SOUTH SIDE TREE WELLS-FRANKLIN BLVD TO DEER MEADOW INCLUDES 2 FEET PAST SIDEWALK ON VACANT FIELD AREAS KEEP WEED AND LITTER FREE
AERATING									
RESEEDING									
CHEMICAL EDGE									
MECH EDGE									
GROUND COVER									
FERTILIZER									
WINTER MOW									
SHRUBS									
FERTILIZER									
PRUNE									
TREES									
FERTILIZER							1X		
PRUNE							1X		
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 & REPORTED



B13151681035

40 of 88

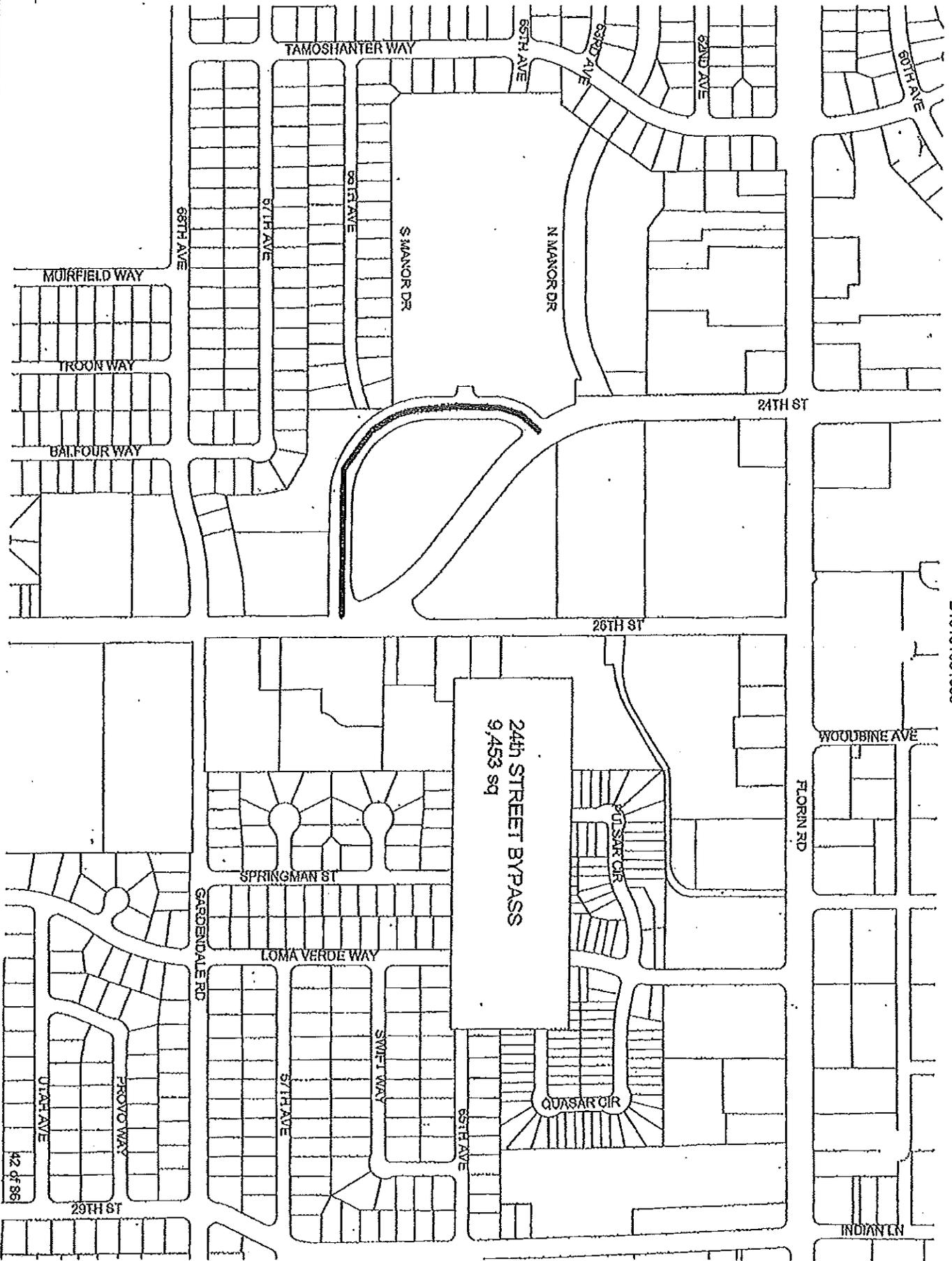
B13151681035

MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS

SITE NAME: 24TH STREET BYPASS AREA SIZE: 9,453 SQ. FT. ACRES: .21
 LOCATION: FIRST TWO BLOCKS SOUTH OF FLORIN ROAD WEST SIDE OFF 24TH STREET

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	X-YR	AS REQ.	COMMENTS
SITE SERVICED									IRRIGATION CONTROLLER NORTH SIDE OF LIBRARY
SITE INSPECTIONS									KEEP EUCALYPTUS TREES LOW LIMBED AND DEBRIS PICKED UP.
LAWN									
FERTILIZER							4X		
AERATING							1X		
RESEEDING									
CHEMICAL EDGE									
MECH EDGE									
GROUND COVER									
FERTILIZER									
WINTER MOW									
SHRUBS									
FERTILIZER									
PRUNE									
TREES									
FERTILIZER									
PRUNE							1X		
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 & REPORTED



B13151681035

SECTION III
BIDDER RESPONSE DOCUMENTS

SECTION III – BIDDER RESPONSE DOCUMENTS

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

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

1. CERTIFICATE OF INSURANCE

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

2. BUSINESS OPERATIONS TAX CERTIFICATE

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

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

SECTION III – BIDDER RESPONSE DOCUMENTS

- B. BID GUARANTEE (If Applicable)**
- C. PERFORMANCE BOND (If Applicable)**
- D. PAYMENT BOND (If Applicable)**

SECTION III – BIDDER RESPONSE DOCUMENTS

E. DRUG FREE WORKPLACE POLICY AND AFFADAVIT

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

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

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

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

EXCEPTION: _____

Date	Violation Type	Place of Occurrence
------	----------------	---------------------

If additional space is required use back of this form.

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

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

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

CONTRACTOR'S NAME: JM Slover Inc

BY: [Signature] Title: Gen'l Mgr Date: 1/16/13

Signature

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

F. ITEMS REQUIRING BIDDER RESPONSE

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

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

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

A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

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

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

If the response to the above is YES, provide the City of Sacramento Certification Number 30035

B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

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

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

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

2. PAYMENT DISCOUNT

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

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

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

3. ELECTRONIC FUNDS TRANSFER (EFT) (Informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [] or No

If Yes, what percentage discount would you offer the City to be paid through EFT? _____%

4. CITY OF SACRAMENTO BOYCOTT OF ARIZONA-HEADQUARTED BUSINESSES:

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:

California
State Where Bidder Is Headquartered

SECTION III - REQUIREMENTS

H. BID SIGNATURE PAGE

BID NO. B131515681035

FOR SERVICES/SUPPLIES: Brookfield 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: TIM SLOVER

ADDRESS: 1630 LOYDS RD. PLACERVILLE CA. 95669

PHONE #: 530-621-4815 FAX #: 530-621-4869 E-MAIL: jslover@wildblue.net

STATE TAX I.D. #: 37745924 FED. TAX I.D. #: 20-3963906

City of Sacramento Business Operation Tax Certificate #: 125125
(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) [Signature]

PRINT NAME: TERRESA SLOVER

TITLE: SPL / CFO

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

SECTION III – BIDDER RESPONSE DOCUMENTS

I. Landscape Maintenance Contractors Licenses, Certificates and Registration Requirements

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

<u>LICENSES/CERTIFICATES/REGISTRATION</u>	<u>DOCUMENT #</u>	<u>EXPIRATION DATE</u>
<input type="checkbox"/> FEDERAL ID #	<u>70-3963906</u>	<u>NA.</u>
<input type="checkbox"/> STATE ID #	<u>87745924</u>	<u>NA.</u>
<input type="checkbox"/> STATE OF CALIFORNIA C27 LICENSE	<u>615956</u>	<u>3-31-14</u>
<input type="checkbox"/> CITY OF SACRAMENTO BUSINESS OPERATIONS TAX CERTIFICATE	<u>125125</u>	<u>6-30-13</u>
<input type="checkbox"/> STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS LICENSE	<u>38988</u>	<u>12-31-14</u>
<input type="checkbox"/> STATE OF CALIFORNIA APPLICATOR		
< LICENSE		
< OR	<u>97402</u>	<u>12-31-13</u>
< CERTIFICATE		
<input type="checkbox"/> STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS COUNTY REGISTRATION	<u>63876</u>	<u>12-31-14</u>

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

CONTRACTOR:  J.M. SLOVER
 SIGNATURE NAME OF FIRM
 PRINT NAME: TERRESA SLOVER 1630 LOTUS RD. PLACERVILLE CA 95669
 ADDRESS
 TITLE: SEC. / CFO
 DATE: 1-16-2013

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

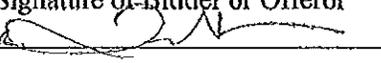
I, TERESA SLOVER, (name of certifier), as the officer or employee responsible for the performance of this contract, hereby certify that the deliverables associated with this contract meet the minimum SP/BPP attributes outlined in the Purchase order, solicitation's specifications and J.M. SLOVER's bid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

Name of Contractor/Bidder/Offeror: JM SLOVER

Address: 1630 LOTUS RD. PLACERVILLE CA. 95669

PO/Bid/Contract # B131515681035

Print name and Signature of Bidder or Offeror

TERESA SLOVER 

Date: 1-16-2013

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: JIM SLOVER

Address: 1630 LOTUS RD. PLACERVILLE CA. 95667

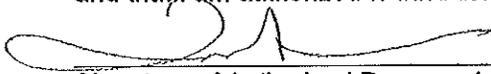
Name of City Contract: BROOKFIELD STREETSAPES

Contracting Department: CITY OF SACRAMENTO

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

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

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


Signature of Authorized Representative

Date: 1-16-2015

Print name: TERRESA SLOVER
Title: SEL/CEO

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. CALTRANS PLACERVILLE HWY 50 + IN PLACERVILLE	JANET SEGAL (916) - 263 - 4912
2. FRANKLIN BOYCE PARK SACRAMENTO CA.	JEFF MITTKA (916) - 808 - 5996
3. ROSEVILLE FERR STATION # 9 ROSEVILLE CA.	EDGAR IBANA (800) - 345 - 8455
4. RAIN GARDEN PLAZA ELK GROVE, CA.	STEPHANY CARLSON (916) - 478 - 2212
5. CAMELITA PARK SACRAMENTO CA.	JASON WESEMAN (916) - 808 - 7634
6. SOUTHWOODS PARK SACRAMENTO CA.	JORDAN DIENGER (916) - 478 - 1171
7. WHITELOCK PARKWAY ELK GROVE CA.	STEPHANY CARLSON (916) - 478 - 2212
8.	



DEPARTMENT OF
PUBLIC WORKS

MAINTENANCE SERVICES
DIVISION

CITY OF SACRAMENTO
CALIFORNIA

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

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

January 8, 2013

ADDENDUM NO. 1 TO BID No. B131515681035

FOR Brookfield Streetscapes

1. The Bid due date of January 16, 2013 has not been changed.
2. Use the attached updated Repair Crew Rates sheets.

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

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

- a) By signing and returning one (1) copy of this addendum with the bid package if not previously submitted; or
- b) If the bid package has been previously submitted, the addendum may be submitted by separate letter, which must include on the outside of the mailing envelope the bid and addendum number and the bid due date. This information must be clearly marked in CAPITAL LETTERS on the outside of the envelope. Failure of your acknowledgment to be received at the City Clerk's Office, Historic Building, 915 I Street, First Floor, Sacramento, CA 95814 prior to the hour and date specified, may result in rejection of your bid.
- c) If by virtue of this addendum you decide to change a bid already submitted, such change may be made by letter, as specified in (b) above.

Azadeh Doherty
Program Analyst

Vendor's Name: JM SLOVER

Signature:  _____

Typed or Printed Name & Title Teresa Slover, Sec./CFO

Date: 1-16-2013

**City of Sacramento
REPAIR CREW RATES**

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

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

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

Item #1 – GENERAL GARDENING CREW RATE (TWO PERSON CREW)

Provide general gardening services, as required, i.e. plant and tree replacement, special cleanups, pruning. \$ 60 per hour

Item #2 – SPECIALTY IRRIGATION RATE (IRRIGATION TECHNICIAN ONLY)

Provide irrigation repair for valves, solenoids, controllers, lateral and main line breaks and sprinkler replacement. If a helper is required, one half (1/2) of the General Gardening Crew Rate will be used. \$ 40 per hour

Item #3 – PORTAL-TO-PORTAL CALLS

Emergency service calls during regular operating hours, Mon. - Fri., from 7 a. m. to 4 p. m., other than same day Contractor is regularly scheduled to be on the job site. PER CALL RATE IS TO NOT EXCEED ONE AND ONE HALF (1 1/2) TIMES THE HOURLY SPECIALTY IRRIGATION RATE. \$ 60 per call

Item #4 – PERCENTAGE MARKUP ON MATERIALS

Percentage increase over the best/lowest cost, including Contractor discounts, paid by Contractor for materials approved for replacement or installation. 6 %
PERCENTAGE MARKUP SHALL NOT BE USED FOR DUMP FEES, EQUIPMENT RENTALS OR ANY OTHER NON-MATERIAL ITEMS.

BID CALCULATION FOR REPAIR CREW RATES: Use the crew rates and material markup rate offered, above, to calculate the evaluation bid amount, below. *The estimated hours and dollar amount shown above are for bid evaluation purposes only and do not represent what the bidder may or may not earn if awarded the contract.*

General Gardening Crew Rate (Item # 1) x 80 hours =	\$ <u>4800</u>
Specialty Irrigation Rate (Item # 2) x 50 hours =	\$ <u>2000</u>
Materials Markup (Item # 4) x \$7,000 =	\$ <u>420</u> (amount of mark up only)

(TOTAL) \$ 7220

ENTER ABOVE TOTAL ON THE PRICING SCHEDULE PAGE WHERE INDICATED

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 \$ 37,932.00.
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:

5730 24th Street
Building 9
Sacramento, CA 95822
(916) 808-2253

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.

BROOKFIELD STREETSCAPES

City of Sacramento
REPAIR CREW RATES

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

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

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

80 hours x General Gardening Crew rate (ITEM # 1) = \$ 4800
50 hours x Specialty Irrigation Rate (ITEM # 2) = \$ 2000
\$7,000 x Percentage Markup (ITEM # 4) = \$ 420 AMOUNT OF MARK UP ONLY
(TOTAL) \$ 7220

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 Contractor's 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. \$ 60 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. \$ 40 per hour

ITEM # 3 - PORTAL TO PORTAL CALLS

Emergency service calls during regular operating hours, Mon. - Fri. from 7 a. m. to 4 p. m., other than same day Contractor is regularly scheduled to be on the job site.
RATE IS TO NOT EXCEED 1 AND 1/2 TIMES TECHNICIAN RATE \$ 60 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. 6 %
PERCENTAGE MARKUP SHALL NOT BE USED FOR DUMP FEES, EQUIPMENT RENTALS OR ANY OTHER NON-MATERIAL ITEMS.

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

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

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

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

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

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, 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:

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

F. Subcontractors

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

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

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

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that 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

^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 \$100,000.00. 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, 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 directly 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.

Any change of business address/name must be reported to the Registrar within 90 days.

This license is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. This pocket card is valid through the expiration date only.

If found, drop in any mailbox.
Postage guaranteed by:
Contractors State License Board
P.O. Box 26000, Sacramento CA 95823

Licensee Signature



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number 615956

Entity CORP

Business Name J M SLOVER INC

Classification A C27

Expiration Date 03/31/2014

www.cslb.ca.gov





CITY OF SACRAMENTO
BUSINESS OPERATIONS TAX CERTIFICATE

125125

125125

Business Name JM SLOVER, INC.
 Business Address 1630 LOTUS RD
 Owner SLOVER, JOHN M.
 Type of Business CONSTRUCTION
 Tax Classification 401

FROM	TO
Mo. Day Yr.	Mo. Day Yr.
07/01/2012	06/30/2013
	Expires

TOTAL
 PAID: \$195.95

JM SLOVER, INC.
 1630 LOTUS RD
 PLACERVILLE, CA 95667-9493

CITY OF SACRAMENTO
 IF NOT
 JUL. VALIDATED
PAID

THIS STUB MAY BE
 FOLDED/DETACHED
 BEFORE POSTING

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2013
EXPIRES: December 31, 2014

MAINTENANCE GARDENER PEST
CONTROL BUSINESS LICENSE

LICENSE NO. 38988

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address:

JM SLOVER INC.
1630 LOTUS RD
PLACERVILLE, CA 95667

Business Location:

JM SLOVER INC.
1630 LOTUS RD
PLACERVILLE, CA 95667

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW

THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE
01/01/2012

VALID THROUGH
12/31/2013

QAL 97402

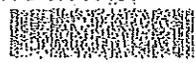
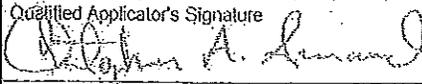
BC

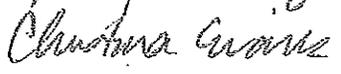
CHRISTOPHER A SURAWSKI
2880 FITZER CIR
W SACRAMENTO CA 95691



PEST CONTROL BUSINESS COUNTY REGISTRATION

State of California
Department of Pesticide Regulation
Pest Management and Licensing Branch

QAL / QAC Copy Here:  DEPARTMENT OF PESTICIDE REGULATION LICENSING & REGISTRATION PROGRAM QUALIFIED APPLICANT OR LICENSEE DATE OF ISSUE: 9/29/12 QAL 97402 CHRISTOPHER A SURAWSKI 2880 PITZER CIR W SACRAMENTO CA 95691 	Registration Expiration Date: December 31, 2012 (Year)	Business Location: <input checked="" type="checkbox"/> Main <input type="checkbox"/> Branch
	For Registration In County Of: Sacramento	
Business Name: JM Slover Inc.		
Address: 1630 Lotus Road		
City: Placerville		Zip Code: 95667
Qualified Applicator's Signature: 		Date: 12/7/12
Restricted Material(s) Possession Permit No. <u>N/A</u> No Restricted material may be possessed except in accordance with any attached condition(s). This is not a permit to apply.		CONDITION(S) ATTACHED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

 Sacramento County Agricultural Commissioner's Office and Sealer of Weights & Measures 4137 Branch Center Rd Sacramento, CA 95827-3823	Agricultural Commissioner's Signature by:  	Date: 12/10/12
--	--	-------------------

Mailing Address (if different from above) Same as above	Other information / documents required for Pest Control Business / Maintenance Gardener Registration Air <input type="checkbox"/> Ground <input checked="" type="checkbox"/> Employees: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
City: _____ State: _____ Zip: _____ E-Mail Address: jmslover@wildblue.net	Please Attach: <input checked="" type="checkbox"/> Copy of current Pest Control Business License or Maintenance Gardener Pest Control Business License issued from California Department of Pesticide Regulation. <input checked="" type="checkbox"/> Copy of Pest Control Business Equipment list.

SACRAMENTO COUNTY AGRICULTURAL COMMISSIONER'S OFFICE NO REFUND 530-621-4815 530-391-7717 869	Registration Fee Received: \$ <u>25-</u> Date <u>12/10/12</u> Cash _____ Check # <u>11677</u> Receipt # <u>63876</u>
--	---

REG 12-10-2012 15:59
C04 N001 063876

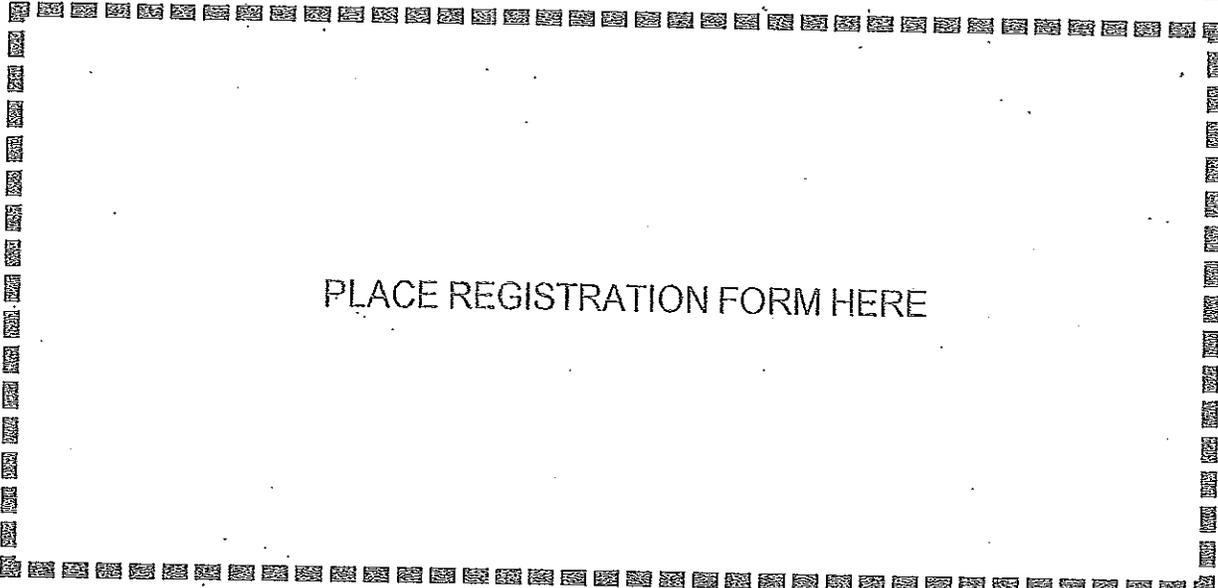
1 PCB 0017 \$25.00
 IL \$25.00
 CHECK \$25.00
 11677

SACRAMENTO COUNTY AGRICULTURAL COMMISSION
 4137 Branch Center Rd. - Sacramento, CA 95827-3897
 (916) 875-6603 FAX (916) 875-6150
 DPR Website - www.cdpr.ca.gov

MAINTENANCE GARDENER
2012 **REGISTRATION**

Company Jim Slover INC.

District Biologist OUT OF COUNTY



PLACE REGISTRATION FORM HERE

- Registration Fee - \$25.00
- Silver or Brown Card - Exp. Date 12/31/13
- N/A Restricted Materials Permit
- N/A If permit issued, reviewed & signed conditions
- Review inspections from previous year
- Copy of Business License
- Equipment List
- Hand out recycle flyers & explain program
- Review PURs - Timeliness & Completeness - Hand out PURs if needed (Submit original only to county)

WORKER SAFETY

- Yes No Does this company have employees who handle pesticides?
- Yes No NA Safety Series Issued (Issued N-1- N-8 & N-10 **OR** Already has copies)
- Yes No NA Are any of your employees primarily Spanish-speaking?
(If yes, Spanish Safety Series Numbers Issued _____)
- Yes No NA Safety Series N-8 posting requirements and completion discussed.
- Yes No NA Safety Series already issued by _____ County.

"Summary of Worker Safety/Protection Regulations"

Company already has a copy OR Copy issued during registration

Comments: NEW COMPANY - FIRST TIME REG 12/10/12 - CF

Date 12/10/12

Cardholder's Signature [Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>Name of Person or Organization:</p> <p>Any person or organization with whom you agreed, because of a written contract, written agreement or permit, is an insured during the policy period 10/13/2012 to 10/13/2013.</p>	<p>Location:</p> <p><i>Blanket as required by written contract</i></p> <p>This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis, unless a written contract or written agreement specifically requires that this insurance be either primary or non-contributing.</p> <p>This insurance applies as respects any claim, loss or liability allegedly arising out of the operations of the named insured provided however that this insurance will not apply to any claim, loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility.</p>

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

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

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

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

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

1. All work, including materials, parts, or equipment furnished in connection with such work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed, or



2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>Any person or organization with whom you agreed, because of a written contract, written agreement or permit is an insured during the policy period 10/13/2012 to 10/13/2013</p>	<p>Blanket as required by written contract</p> <p>This insurance is excess over any other insurance, naming the additional insured as an insured, whether primary, excess, contingent or on any other basis, unless a written contract or written agreement specifically requires that this insurance be primary or non-contributing.</p> <p>This insurance applies as respects any claim, loss or liability allegedly arising out of the operations of the named insured, provided however that this insurance will not apply to any claim, loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO FLEET ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

A. BROADENED NAMED INSURED

In SECTION V -- DEFINITIONS, Item G is amended as follows:

The definition of "insured" is amended to include the following:

"Insured" includes as Named Insured any organization that is acquired or formed by you, in which one or more Named Insured(s) shown in the Declarations has an ownership interest of more than 50%, if there is no similar insurance available to that organization.

However, "insured" does not include any newly acquired or formed organization:

1. That is a joint venture or partnership;
2. That is an "insured" under any other similar liability or indemnity policy;
3. That has exhausted its limit of insurance under any other similar liability or indemnity policy; or
4. That has existed for 180 days or more after acquisition or formation by you unless you have notified us of the organization prior to the 181st day after the effective date of acquisition or formation or the end of the policy period, whichever is earlier.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

B. AMENDMENT OF COVERAGE EXTENSIONS

In SECTION II - LIABILITY COVERAGE, the following are amended:

1. Paragraph A.2.a.(2) is replaced by the following:
 - (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. Paragraph A.2.a.(4) is replaced by the following:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

C. RENTAL REIMBURSEMENT COVERAGE

Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

1. This coverage applies only to a covered "auto" described or designated in the Vehicle Schedule or in the Declarations as carrying physical damage coverage.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto".

3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - b. 60 days; or
 - c. The vehicle is replaced, repaired or returned.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$1,500 maximum.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **PHYSICAL DAMAGE COVERAGE Coverage Extension**.

D. COMMUNICATION EQUIPMENT COVERAGE

1. COVERAGE

- a. We will pay, with respect to a covered "auto" described in the Vehicle Schedule or Declarations, for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of "loss". Equipment which is removable from a housing unit which is permanently installed in the covered "auto" and is designed to be solely operated by use of the power from the "auto's" electrical system in or upon the covered "auto" is considered to be permanently installed.
- b. We will pay, with respect to a covered "auto" described in the Vehicle Schedule or Declarations, for "loss" to any accessories used with the electronic equipment described in paragraph 1.a. above. However, this does not include tapes, records or discs.

2. LIMIT OF INSURANCE

With respect to this coverage under this endorsement, the **LIMIT OF INSURANCE** provision for **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

- a. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - (1) The actual cash value of the damaged or stolen equipment as of the time of the "loss";
 - (2) The cost of repairing or replacing the damaged or stolen equipment with other equipment of like kind or quality; or
 - (3) \$2,500.
- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".

3. DEDUCTIBLE

No deductibles apply to this coverage.

E. TAPES, RECORDS AND DISCS COVERAGE

1. Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar devices:

- a. Are your property; and
- b. Are in a covered "auto" showing visible signs of forcible entry at the time of "loss".

2. The most we will pay for "loss" is \$250.

3. PHYSICAL DAMAGE COVERAGE provisions apply to this coverage, except for any deductible.

F. EXTENDED TOWING COVERAGE

In SECTION III - PHYSICAL DAMAGE COVERAGE, the following is amended:

Paragraph A.2. is replaced by the following:

2. Towing

a. We will pay up to the limit shown in b. for towing and labor costs incurred each time an "auto" is disabled. However, the labor must be performed at the place of disablement.

b. Limit of Insurance

(1) The most we will pay per disablement of a private passenger type "auto" is \$75.

(2) The most we will pay per disablement of an "auto" not of the private passenger type is \$500.

G. EXTENDED GLASS COVERAGE

In SECTION III - PHYSICAL DAMAGE COVERAGE, the following is amended:

Paragraph A.3(a) is replaced by the following:

a. Glass Breakage. If "loss" is applicable to only the glass of a covered "auto" and the glass is repaired rather than replaced, the deductible will be waived.

H. AIRBAG COVERAGE

In SECTION III - PHYSICAL DAMAGE COVERAGE, the following is amended:

In B. Exclusions, mechanical breakdown does not apply to an unintended discharge of an airbag. Coverage is excess over any other collectable insurance or warranty specifically designed to coverage such an occurrence.

I. ADDITIONAL INSURED AND WAIVER OF SUBROGATION COVERAGE REQUIRED BY "INSURED CONTRACT", WRITTEN AGREEMENT OR PERMIT

In SECTION II - LIABILITY COVERAGE, Item a.1. Who Is An Insured, the following are added as "Insureds":

- f. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" if:
- (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional "insured" to this policy by:
 - (a) An expressed provision of an "insured contract" or written agreement; or
 - (b) An expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

The following paragraph is added to SECTION IV - BUSINESS AUTO CONDITIONS:

We waive any right of recovery we may have against any additional "insured" under paragraph f. above, but only as respects "loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the "insured contract", written agreement or permit.

J. HIRED "AUTO" PHYSICAL DAMAGE

If Physical Damage coverage is provided to the "insured" under this policy, then Hired "Auto" Physical Damage is also provided for "autos" of like kind and use as those covered for Physical Damage under this policy. Any deductibles applicable to these "autos" will also apply to this coverage in a direct relationship to like kind and use:

1. The most we will pay for any one "loss" is the lesser of the following:
 - a. The actual cash value as determined by us; or
 - b. The cost of repair.

In addition, we will pay any costs or fees associated with the "loss" to a hired "auto", subject to a maximum of \$500 and not for a time period that exceeds seven (7) days.

2. No deductible applies to "loss" caused by fire or lightning.
3. For Hired "Auto" Physical Damage Coverage, any "auto" you lease, hire, rent or borrow is deemed to be covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

K. LEASE OR LOAN PHYSICAL DAMAGE COVERAGE EXTENSION

In the event of a total "loss" to a covered owned "auto" that does not exceed three model years old, from the current model year, and is designated in the Vehicle Schedule or the Declarations and shown as having a loss payee or additional insured - lessor, SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance, is replaced by the following:

We will pay the greater of:

1. "Outstanding indebtedness" under the initial finance agreement for a covered "auto" and its equipment; or
2. The actual cash value of the damages or stolen property as of the time of the "loss".

"Outstanding indebtedness" means the amount you owe on the finance agreement at the time of "loss" less any amounts representing taxes, overdue payments, penalties, interest or charges resulting from overdue payments, additional mileage charges, excess wear and tear, or lease termination fees.

We will not pay any administrative costs or overhead fees assessed by the finance company who has leased the covered "auto" to you.

L. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

SECTION IV - CONDITIONS, A.2. Loss Conditions - Duties in the Event of Accident, Claim, Suit or Loss, paragraph a is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident", claim, "suit" or "loss" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or an authorized representative, if you are a partnership;
 - (3) A member, or an authorized representative, if you are a limited liability company; or
 - (4) An executive officer, insurance manager or authorized representative, if you are a corporation.

Knowledge of an "accident", claim, "suit" or "loss" by other employee(s) does not imply you also have such knowledge.

Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons.

M. AUTOMEDICAL PAYMENTS

If the "insured" has purchased Auto Medical Payments coverage, the limit of liability for those vehicles designated in the policy as having this coverage will be the greater of:

1. \$5,000; or
2. The amount shown in the Declarations.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY	WC 04 03 06
	(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

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

The additional premium for this endorsement shall be 2.00% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 3/1/2012
Insured JM Slover Inc.

Policy No. SWC1007044

Endorsement No. WC 04 03 06

Insurance Company Security National Insurance Company Countersigned by

Premium \$
Martin Chung