Meeting Date: **10/29/2013**

Report Type: Consent

Report ID: 2013-00755

City of SACRAMENTO

16

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Award Contract for North Area Root Control 2013 (PN: I14110109)

Location: Districts 2, 3, & 6

Issue: This contract will allow for the treatment of sewer pipes with a chemical herbicide for control of roots, as required in the consent decree with California Sportfishing Protection Alliance.

Recommendation: Pass a Motion awarding the contract for North Area Root Control 2013 to Root Tamers, for an amount not to exceed $451,140.

Contact: Bill Busath, Engineering and Water Resources Manager, (916) 808-1434; Brett Grant, Supervising Engineer, (916) 808-1413, Department of Utilities

Presenter: None

Department: Department Of Utilities
Division: Engineering & Water Resources
Dept ID: 14001311
Attachments:
1-Description/Analysis
2-Background
3-Map (North Area Root Control 2013)
4-Exhibit A (North Area Root Control 2013)

City Attorney Review

Approved as to Form
Joe Robinson
10/23/2013 2:17:29 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
10/16/2013 12:20:05 PM

Approvals/Acknowledgements

Department Director or Designee: Dave Brent - 10/23/2013 9:24:22 AM

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Description/Analysis

Issue Detail: The North Area Root Control 2013 project will treat approximately 84.4 miles of the City's sanitary sewer system with an herbicide to reduce root intrusion. This effort will help the City comply with the sewer maintenance targets specified in the City's consent decree with the California Sportsfishing Protection Alliance.

Policy Considerations: The requested action is in conformance with City Code provisions for the award of competitively bid contracts to the lowest responsible bidder.

Economic Impacts: Not applicable.

Environmental Considerations: The Community Development Department, Environmental Planning Services Division, reviewed the project and has determined it is exempt from the provisions of the California Environmental Quality Act (CEQA) under Class 1 and Section 15301 (b) of the CEQA Guidelines, as the project consists of the operation and maintenance of the existing sewer facilities involving no expansion of use beyond what now exists.

Sustainability: The project is consistent with the City's Sustainability Master Plan by improving infrastructure reliability, which will reduce energy-intensive maintenance efforts.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The project was advertised and three bids were received and opened on October 9, 2013. Root Tamers was the lowest responsible bidder.

Financial Considerations: The estimated total cost of the project is $503,000, based on the low bid of $451,140. There are sufficient funds in the Root Control Program (I14110109) project to award the contract and complete the project.

Emerging Small Business Development (ESBD): Prior to bidding, staff determined that the project does not lend itself to small business participation due to the limited number of firms providing these services. The City's Economic Development Department approved waiver of the participation goal for emerging and small business enterprises on this basis.

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Background

The consent decree between the City and the California Sportfishing Protection Alliance (CSPA) specifies maintenance service targets to reduce sanitary sewer overflows. The consent decree includes a root control program for small collector sewer pipes over a five-year period.

The criteria established for the root control program requires approximately 250 miles of pipe be treated for root control during the Fiscal Year 2013-2014. Treatment of the 250 miles will be accomplished via four separate nonprofessional services agreements. Two agreements, covering about 30 miles of sewer pipes have been approved by City Council.

The engineer's estimate was $455,000. The project was advertised as a Contract for Nonprofessional Services bid on September 18, 2013 and opened on October 9, 2013. Three bids were received from the firms as shown below:

Contractor	**Bid Amount**
Root Tamers	$451,140
Pacific Sewer Maintenance, Inc.	$471,245
Duke's Root Control, Inc.	$534,600

Root Control Areas - North

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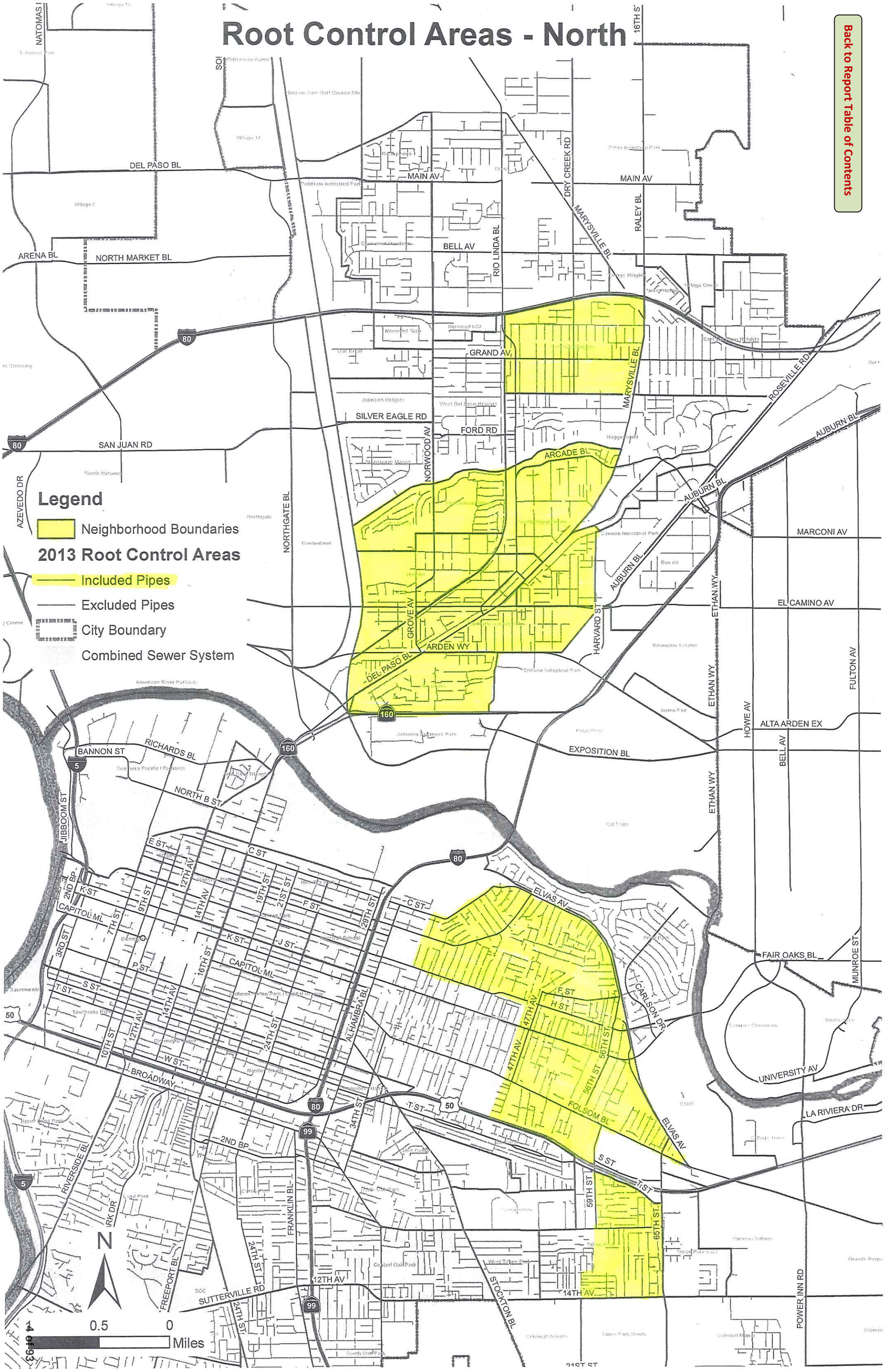

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CITY OF SACRAMENTO

Department of Utilities
Engineering Services

Bid Number: B14141321012

INVITATION FOR BID
And
Contract Specifications Nonprofessional Services

FOR: NORTH AREA ROOT CONTROL 2013

***Bids Must Be Received Up To The Hour of 2:00 P.M. on* October 9, 2013**

Bids Must Be Submitted To: Office of the City Clerk
915 I Street, New City Hall
1st Floor Public Counter (Room 1119)
Sacramento, CA 95814

Pre-Bid Conference: **Not Applicable**

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

Name of Bidder: _____

Address: _____

City, State, Zip Code:_____

Phone Number:_____

Email Address:_____

CITY OF SACRAMENTO

Bid No.: B14141321012

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(Formal – Services)

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Electronic Bid Document(s) Availability

1. Official Electronic copies of this bid document can be obtained only from the City of Sacramento's official web bid page. http://www.planetbids.com/portal/portal.cfm?CompanyID=15300

2. Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above official link.

3. Bid information obtained from third party sources **will not be considered official** and will not fulfill a bidder's responsibility for all official bid information as posted on our official site at the link above.

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 http://www.planetbids.com/portal/portal.cfm?CompanyID=15300

   b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the Hearing Room, Second Floor, Historic City Hall, 915 "I" Street, Sacramento, CA, at or after 2:00 P.M. on, October 9, 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. **Not used.**

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. **Not used**

10. Performance Bond. A performance bond is: [X] Not Required [ ] Required

11. Not used

12. Not used

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

Department Name: Utilities
Attention: Sonia Lopez
Email: slopez@cityofsacramento.org
Phone: (916) 808-1456

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. The lowest responsible bidder shall be determined in accordance with Sacramento City Code § 3.56.020.

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. Not used

22. All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento. 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 personal delivery or commercial express courier (FedEx, United Parcel Services) must be addressed as follows:**

Office of the City Clerk
915 I Street, New City Hall
1st Floor Public Counter (Room 1119)
Sacramento, CA 95814

24. 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/**.**

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

SECTION II
SPECIAL PROVISIONS

SECTION II – SPECIAL PROVISIONS

GENERAL REQUIREMENTS

1.01 Location, Scope of Work

These Special Provisions cover the application of a chemical herbicide to approximately 445,000 lineal feet of sanitary sewers for the purpose of killing roots and inhibiting future root growth. Maps showing the locations of sewer pipes to be treated with the herbicide are located in Appendix of these Special Provisions.

1.02 Specifications

The work to be performed under this contract shall be done in accordance with the Special Provisions contained herein. In these Special Provisions, reference is made to the Standard Specifications of the City of Sacramento, adopted June 2007, referred to herein as "Standard Specifications". The general requirements of this contract shall be governed by these Special Provisions first, followed by Sections 1 through 8 of the Standard Specifications. Other standards or specifications specified in these Special Provisions govern only the applicable technical specifications.

1.03 Interpretation of Contract Documents

Questions from bidder's concerning the interpretation of any portion of the contract documents may be directed to Sonia Lopez of the City of Sacramento, Department of Utilities, 1395 35th Ave, Sacramento, California, 95822, phone (916) 808-1456. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract.

It shall be the bidder's responsibility to call to the attention of the Engineer any missing pages or drawings in the contract documents including the addenda.

1.04 Proof of Compliance with Contract

In order that the Engineer may determine whether the Contractor has complied with the requirements of the contract documents not readily determinable through inspection and tests of equipment, work, or materials, the Contractor shall at any time when requested, at the Contractor's expense, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his compliance with such requirements.

1.05 Shop Drawings & Submittals

In accordance with Section 5-7 of the Standard Specifications, Contractor shall prepare and submit for review four (4) copies of the following submittals:

1. Work schedule
2. Traffic control plan
3. Application log sheets
4. Chemical herbicide and application
5. Event Notification Form

Contractor is advised that at the Engineer's discretion, the above list may be expanded to include additional items to which Section 5-7 of the Standard Specifications will apply. Contractor shall keep

one copy of the approved Traffic Control Plan at each work site at all times.

1.06 Period of Performance and Time of Completion

Contractor shall commence performance of the work not later than five (5) calendar days after a contract is awarded by the Sacramento City Council (the "Start Date"), and the entire work shall be brought to completion in the manner provided for in the Contract on or before one hundred sixty (160) working days after the Start Date (the "Completion Date"). A working day is defined as any day except Sunday or a legal holiday.

Contractor shall pay liquidated damages to the City for failure to complete the entire work by the Completion Date in the amount of five hundred dollars ($500.00) for each calendar day after the Completion Date, continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

1.07 Project Scheduling

The Contractor shall submit a detailed schedule showing all items of work prior to initiating any work. The schedule shall include the proposed sequencing of work activities. The schedule shall be submitted, reviewed and updated in accordance with Section 7-2 of the Standard Specifications. No progress payments will be made for work completed prior to acceptance of the schedule.

1.08 Application Log File

Contractor shall develop an application log file in electronic format. Log file shall contain accurate information of each pipe segment treated. A sample of the minimum information required is provided and located in Appendix of these Special Provisions. Additional information may be added as deemed appropriate by the Engineer.

Log file shall be kept current daily, and shall be accurate and complete. Log file shall be subject to the inspection of the Engineer at all times. At a minimum, a copy of the log file shall be submitted to the Engineer on a weekly basis, delivered via DVD, portable hard drive, or email. Progress payments, or portions thereof, may be withheld if log file is not accurate and current.

At the end of the project and prior to acceptance of the work, Contractor shall deliver one (1) copy of a complete log file, summarizing all pipes that were treated. The complete log file shall be delivered via either DVD or portable hard drive. For the purpose of backup, a copy of the log file shall be kept by the Contractor.

1.09 Public Notification

Notifications and arrangements with the owners and/or tenants of each private property for which encroachment will be necessary will be done in partnership between the Contractor and the City. Contractor shall identify parcels needing encroachment, including but not limited to such details as the estimated length of time for each encroachment. The Engineer will then begin the notification by contacting each tenant in advance of work. Contractor shall follow up with more precise dates and times of encroachment. Contractor notification shall be done a minimum of three (3) calendar days before encroachment.

Contractor's notification shall be a door hanger provided by the City. Contractor shall add the following information to each door hanger:

-Name and 24 hour phone number(s) of Contractor
-Approximate date work will be performed

In addition, Contractor shall fill out and deliver a properly filled out Event Notification Form to the Sacramento Regional County Sanitation District. A copy of the Notification is located in Appendix of these Special Provisions.

1.10 Materials and Equipment

Contractor is responsible for the care and protection of all materials and equipment until the completion and final acceptance of the work, in accordance with Section 5 of the Standard Specifications and these Special Provisions.

1.11 Administrative Penalty Ordinance

Contractor shall become familiar with Chapter 12.20 of the City Code which contains minimum requirements and restrictions relating to construction activities within the City right of way and establishes administrative penalties for non-compliance of these requirements. The Contractor may be assessed the administrative penalty for each violation of any provision addressed by the ordinance, unless modified herein, and amounts can be deducted from the Contract. The ordinance includes the following general categories:

Working hours for the City's "Primary Streets"
Traffic control plan requirements
Access to private property
Maintenance of construction areas
Maintenance of traffic, public safety and convenience
Repair of traffic control systems
Care of existing known facilities
Protection of existing improvements
Public notification
Noise levels

Copies of the ordinance are available from the City Clerk's Office, 915 I Street, Sacramento, CA. 95814, and at www.cityofsacramento.org.

1.12 Public Right-of-Way and Easements

Contractor shall confine his or her operations within the limits of existing street right-of-way or easements as much as practicable.

1.13 Existing Facilities

Protection and maintenance of existing utilities shall meet the applicable requirements of Sections 13 of the Standard Specifications and these Special Provisions.

Contractor will insure that utility services to customers in the project are maintained.

1.14 Maintaining Sewer Flows

Contractor shall be responsible maintaining sewer flows in accordance with Section 13-2 of the Standard Specifications.

No additional compensation will be paid to the Contractor for maintenance of existing facilities; the cost of this work shall be included in the various contract items of work.

1.15 Work Performed by City Crews

Contractor is advised that the City retains the option of performing with City crews all or a portion of any the work. Any such work performed by City forces will be at the discretion and convenience of the Engineer. All work performed and materials provided by the City will be paid for by the Contractor or removed from this contract at no additional cost to the City

1.16 Health and Safety

Contractor is warned that existing sewers and appurtenances have been exposed to sewage and industrial wastes. These facilities shall therefore be considered contaminated with disease-causing organisms. Personnel in contact with contaminated facilities, debris, wastewater, or similar items shall be advised by the Contractor of the necessary precautions that must be taken to avoid becoming diseased. It is the Contractor's responsibility to urge his personnel to observe a strict regime of proper hygienic precautions, including any inoculations recommended by the local public health officer.

Because of the danger of solvents, gasoline, and other hazardous material in the existing sewers, these areas shall be considered hazardous to open flame, sparks, or unventilated occupancy. The Contractor shall be aware of these dangers and shall take the necessary measures to assure his personnel observe proper safety precautions when working in these areas.

Contractor shall not allow any wastewater to discharge from sewage collection systems onto adjacent lands or waters. In case of accidental discharge, the Contractor shall be responsible for containment, immediate cleanup and disposal at his own expense to the full satisfaction of the Engineer. Where containment is not possible, adequate disinfection shall be provided by the Contractor at his expense as directed by the Engineer or agency with jurisdiction. If, in the opinion of the Engineer, the Contractor fails to adequately follow the above guidelines, he will make arrangements to have the work done by others, and have the cost charged to the Contractor.

1.17 Traffic Control

Traffic control measures and scheduling shall be in accordance with Sections 6, 7 and 16 of the Standard Specifications, and as specified in these Special Provisions. Prior to starting work, Contractor shall submit for approval a plan showing proposed traffic control measures and/or detours for vehicles and pedestrians affected by the work. The plan shall be submitted a minimum of ten (10) working days prior to the commencement of any work.

Work will not be allowed to begin without an approved plan. In addition, the approved plan shall be kept on hand at the project site at all times while work is in progress.

The traffic control plan shall include location of proposed work area, locations of areas where the public right of way will be closed or obstructed, and any proposed phases of traffic control and time period of when traffic control will be in effect. The traffic control plan shall also include name and business address of Contractor and a statement that the Contractor will comply with City’s noise ordinance.

Contractor shall be solely and completely responsible for furnishing, installing, and maintaining all warning signs and devices necessary to safeguard the general public and the work, and to provide for

the safe and proper routing of all vehicular and pedestrian traffic during the performance of the work. The requirement shall apply continuously and shall not be limited to normal working hours.

Where applicable, the following requirements from Chapter 12.20 of the City Code shall be included and performed under this item of work:

1. Public right-of-way, public property or public easement shall not be covered with work related trash, debris, garbage, waste material or soil. Areas affected by the work, must be cleaned to the satisfaction of the Engineer prior to re-opening to the public.
2. Access shall be provided to all existing driveways and buildings at all times except when arrangements are made with the property owner and/or tenant. Contractor shall take precautions so as not to entrap vehicles on private property during the progress of the work. Driveways may be closed only during normal working hours and only after giving property owners a minimum of twenty-four (24) hours notice in advance of the closure. Commercial buildings shall be given a forty-eight (48) hour notice. Access for emergency vehicles shall be available on all streets at all times.
3. Provide for pedestrian traffic at all times except where closures are approved in advance by the Engineer.
4. Maintain at least one (1) lane of traffic at all times in all streets, except as provided in Section 6-10 of the Standard Specifications. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the traveling public as possible. Including, but not limited to, primary streets and moratorium streets to which the requirements and administrative penalties of Chapter 12.20 of the City ordinance apply.
5. Working hours are defined as 7:00 am to 6:00 pm, Monday through Friday, excluding legal holidays, or unless otherwise specified in this Contract.
6. At night and at other times when work is not in progress, the entire roadway and alley shall be open to the public for pedestrian and vehicular traffic.

Contractor shall coordinate work such that work areas located within streets with the lowest speed limit are utilized first. Work area set up in higher speed limit streets shall be used only when necessary.

All signs and street marking damage caused by or related to the work of this project shall be replaced in kind by the Contractor. In the case of partial damage to lane stripes and traffic lettering the whole stripe or marking in its entirety shall be replaced. Temporary markings and striping shall be installed within three (3) working days of damage.

1.18 Removal of On Street Parking

In locations where the Contractor's operations require removal of on-street parking, such removal shall be in accordance with Section 6-18 of the Standard Specifications.

Failure to comply with this section will prevent the City from towing vehicles parked in the proposed work area.

1.19 Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in performing and complying with these items shall be considered as included in the prices paid for in the various contract bid items the Contractor deems appropriate and no additional compensation will be allowed

ITEMS OF THE PROPOSAL

Item No. 1 Mobilization

Mobilization shall consist of preparatory work and operations including those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; and for other work and operations which must be performed or costs incurred prior to beginning work on the various contract items. Compensation for this item shall not exceed five (5) percent of the total bid amount.

Payment shall be on a lump sum basis and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for performing work necessary to complete this item in place.

Item No. 2 6 inch Pipe to Apply Root Control
Item No. 3 8 inch Pipe to Apply Root Control
Item No. 4 10 inch Pipe to Apply Root Control

This item shall include application of an herbicide root control product to the pipes identified on the Maps located in the Appendix of these Special Provisions. Only one root control product and method of application may be used throughout the project.

The majority of the pipes identified for treatment are located in back yard easements and may have restricted access. Manholes in backyards are enclosed by fencing. In addition, homeowners may also have placed sheds or other obstacles over or around manholes. It is the Contractor's responsibility to identify manholes via which root control product will be applied, and locate and open such manholes. If the Contractor is unable to locate a manhole, Contractor shall notify the Engineer at least two (2) working days prior to the scheduled work. After proper notification, City crews will locate manhole for Contractor.

The following are acceptable root control products:

Vaporooter II – as manufactured by Douglas Products

RootX – as manufactured by Roto-Rooter Corporation

RazoRooter II– as manufactured by Sewer Services, Inc.

Root control product shall be registered with the Environmental Protection Agency and the California Department of Pesticide Regulation for the use in sanitary sewer pipes. Contractor shall be licensed as a pesticide application business with the California Department of Pesticide Regulation. All work shall be performed by Certified Pesticide Applicators licensed with the California Department of Pesticide Regulation, and experienced in the application of the root control products, as herein specified.

Application of the root control product shall be in accordance with the detailed installation procedures submitted with the product. Application of herbicide shall be only done by foaming, no pour down chemical application shall be accepted. Foaming shall be generated and pumped into the sewer line under pressure as foam

Equipment used shall be capable of applying herbicide so as to deposit at least 800 feet of sewer pipe from a single entry point. Application of material shall be in such a way as to contact all roots within the sewer pipe being treated. Foaming shall be at sufficient pressure to treat the lateral pipe connections a minimum of five (5) feet and a maximum of ten (10) feet, beyond the main sewer line. Herbicide shall be capable of penetrating roots and causing these to die and decay.

Payment shall be at the unit price bid per lineal foot of herbicide applied and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work necessary to complete this item in place.

END OF SPECIAL PROVISIONS

APPENDIX

Event Notification Form

Sample Log File

Maps

Project Name: _____ Operator: _____

Date of Treatment: _____ Inspector: _____

Temperature: _____

Product used: _____

Date	UpstreamMH No.	Downstream MH No.	Map Page #	Size of Main	Length Treated	High Flow	Low Flow	Comments

Total Length of pipe Treated: _____ Gallons of Solution Used: _____

Sacramento Regional County Sanitation District (SRCSD)
Wastewater Source Control Section

Collection System Operations Notice
Event Notification Form

The intent of this form is to provide notification and effective communication of pertinent information for planned events for the collection system. Various routine and non-routine operational, maintenance, and construction activities performed within the collection system (such as chemical additions, large-scale cleaning, construction, start-ups, etc.) may have significant unanticipated impacts on the downstream collection system and Sacramento Regional Wastewater Treatment Plant (SRWTP). Thus, through the use of this notification process, collection system, pretreatment, and treatment plant staff can assist each other to reduce possible impacts and assure non-interruption of conveyance and treatment operations.

The following lists various examples of routine and non-routine collection system operation, maintenance, and construction activities along with a minimum notification timeline for each type of activity.

Routine* Chemical or Activity Has Been Approved for an Earlier Event (7 days pre-notification for *each* event)**	**Non-Routine* New Activity or Chemical Use (14 days pre-notification)**
Root or Pest Control, previously used chemical (mechanical does not require notification)	Root or Pest Control, first time chemical is used or 1 year has passed since last use
Crown Spraying	De-foaming
Fat/oil/grease enzyme or bacteria application	Pump Station return-to-service or cleanout, non-routine or with potential solids slug
Large Trunk (over 21" line), Force Main, or Interceptor debris cleaning or flushing, routine	Large Trunk (over 21" line), Force Main, or Interceptor debris cleaning or flushing, non-routine
	Line startup, trunk or interceptor
	Large chlorine or chemical additions
Routine is defined as a repeat operation with no changes that have happened within a year	Cured in place pipeline (CIPP) activity, >20,000 gallons per day
*****See Approved Products & Chemicals List***	*****Non-routine is defined as happening for the first time or has not happened in over a year***

Complete the following form to provide notification of pending collection system activity to SRCSD's Wastewater Source Control Section (WSCS). As appropriate, provide copies of associated Material Safety Data Sheets (MSDS) and Product Information Sheets. Submit completed form to:

CSON Project Manager – Sabina Rynas
WSCS, Sacramento Regional County Sanitation District
Mail: 10060 Goethe Road, Sacramento, CA 95827
Phone: (916) 876-6522
Fax: (916) 854-9286
Email: rynass@sacsewer.com

Upon receipt of this form, the CSON Project Manager will contact you for more information, follow up, or response.

Submittal of this form does not constitute approval to perform this activity.

Information Type	Your Event Data
Event type (root, crown, pest control, etc.)	
Start date and time	

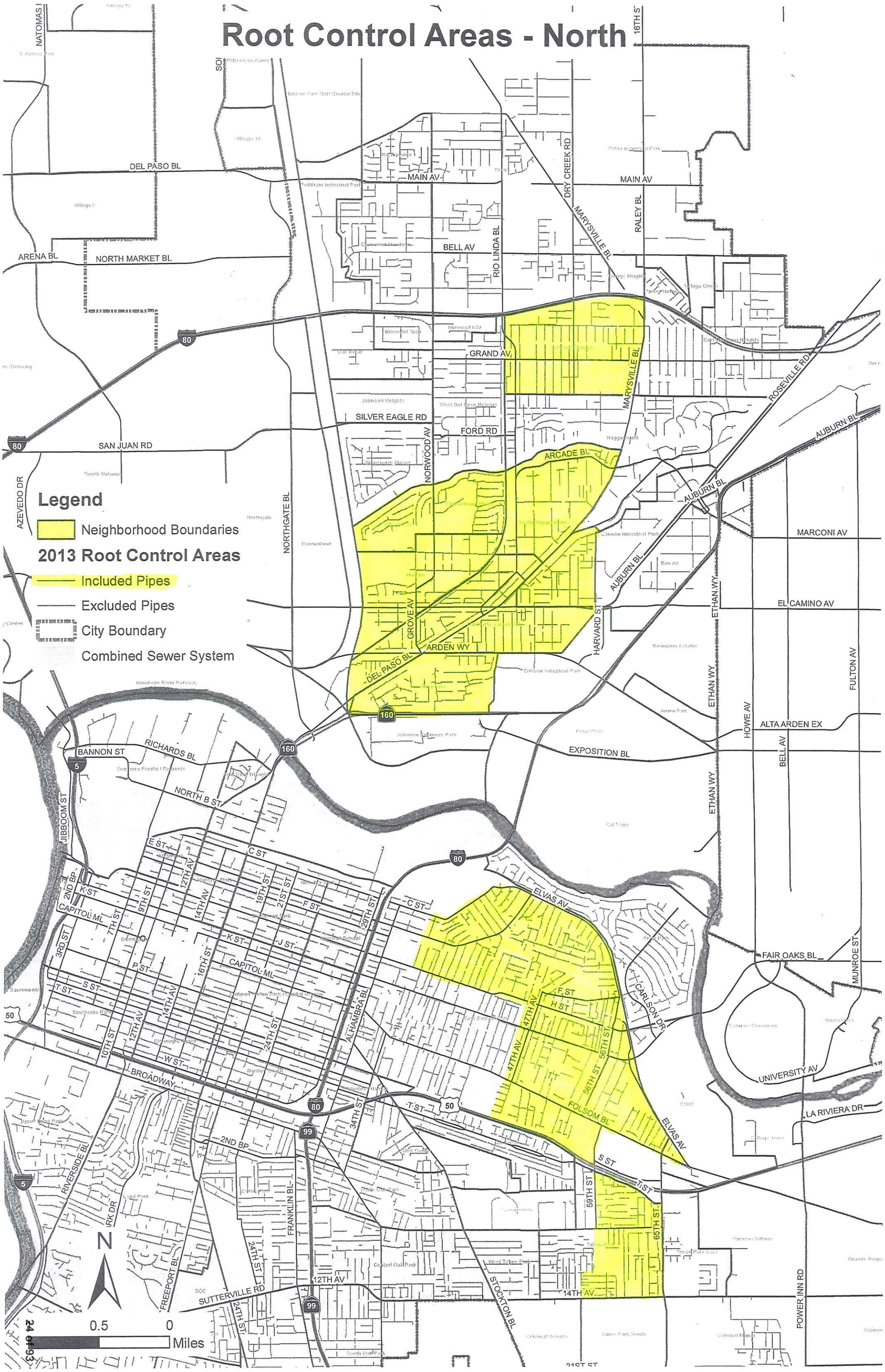
End date and time	
Contact agency	
Agency contact name	
Contact phone	
Contact email	
Job contact name	
Job contact cell phone	
Job contact office phone	
Location—manhole IDs, segments, street boundaries, etc.	
Project description and details	
Asset or Structure type (main or trunk line, service line, interceptor, pump station, manhole)	
Quantity of pipeline affected (number of pump stations or manholes, length of pipe, number of pipes, etc.)	
Pipe diameter or pump station capacity	
Product name, if applicable	
Active hazardous chemical(s) listed on MSDS	
Method of application, application rate (mixture ratio of chemical with water, gallons applied per application, daily rates)	
Maximum Volume of Product Use per Day	
Maximum Volume of Total Discharge per Day (including dilution water)	
Provide copy of MSDS, Product Information Sheets	*If this is a repeat event, an Approved Products & Chemicals List may already include your product and shorten our review time; otherwise, your chemical or product will be considered non-routine and require 14 days advance notice.*

WSCS Activity Review

Accepted by: _____

Date: _____

Root Control Areas - North



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CITY OF SACRAMENTO

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BB18

ONLINE LINKS
- T-MAINS MAP
- WATER PRESSURE
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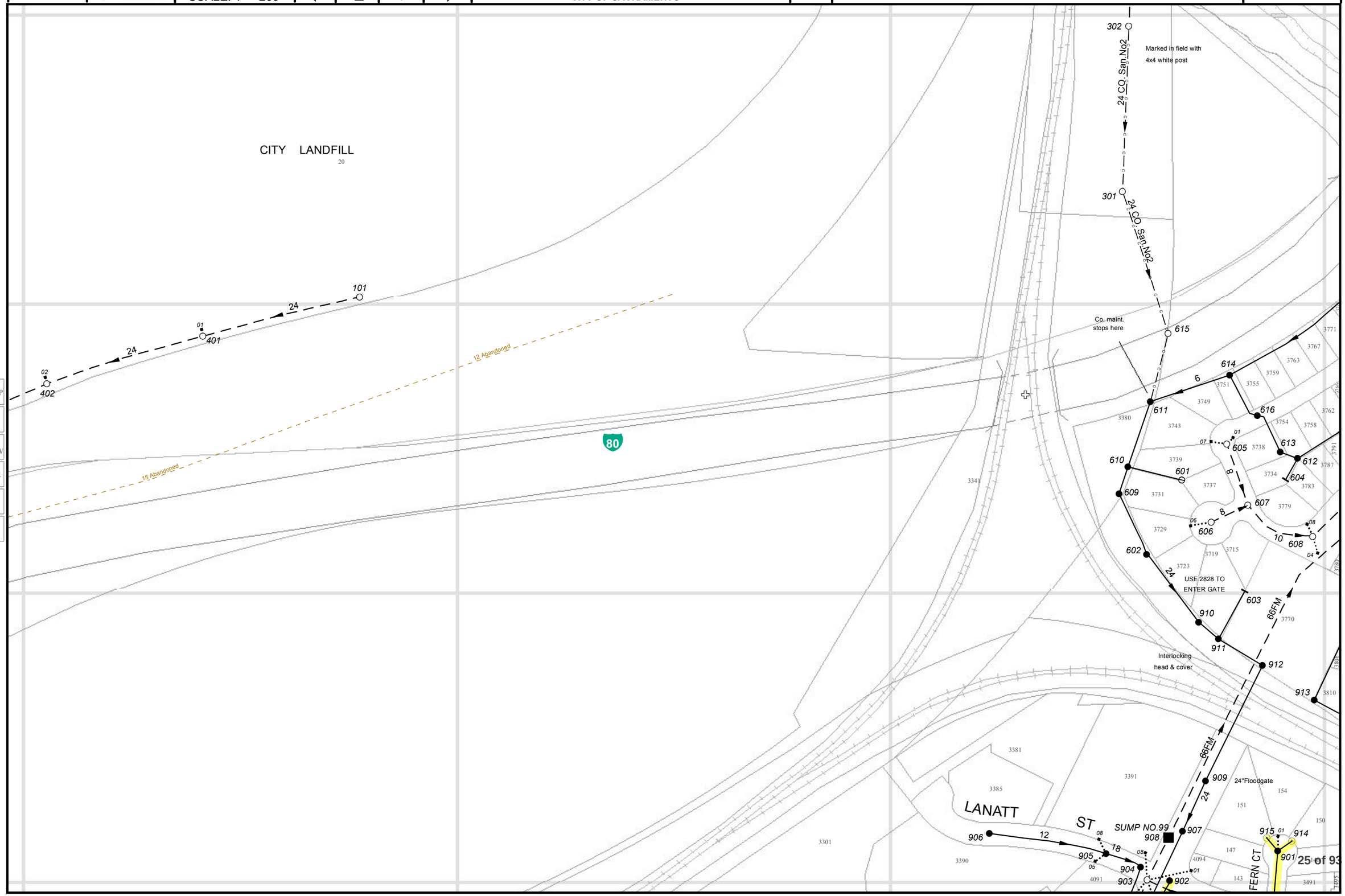
- Water Book
- Sewer Book Aerial
- Fiber Book



CC17 | DEPARTMENT OF UTILITIES CITY OF SACRAMENTO GIS SYSTEM | Map Created: 7/12/2013 | SCALE: 1" = 200' | CC16 | BB17 | DD17 | CC18

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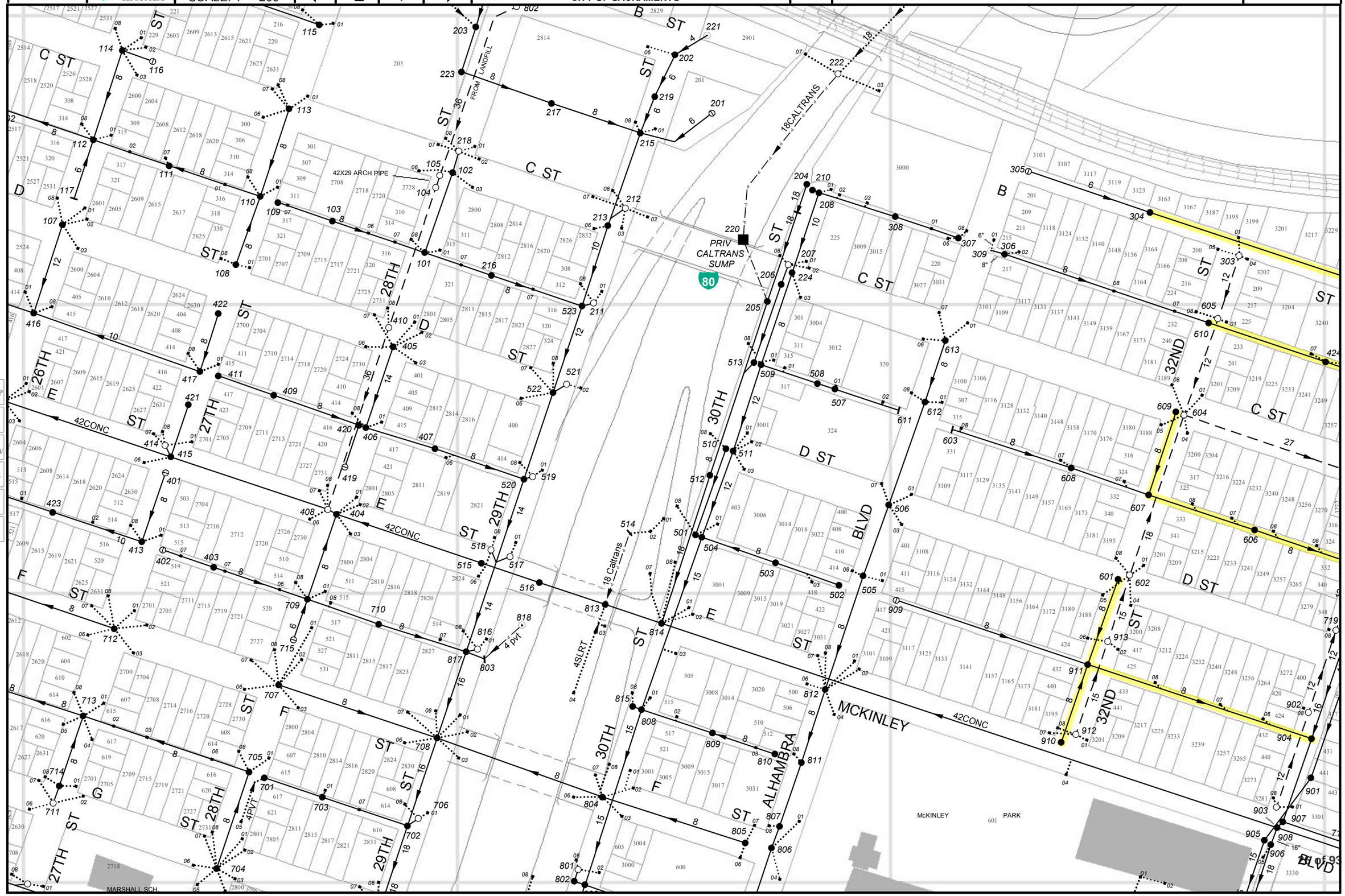
CC17



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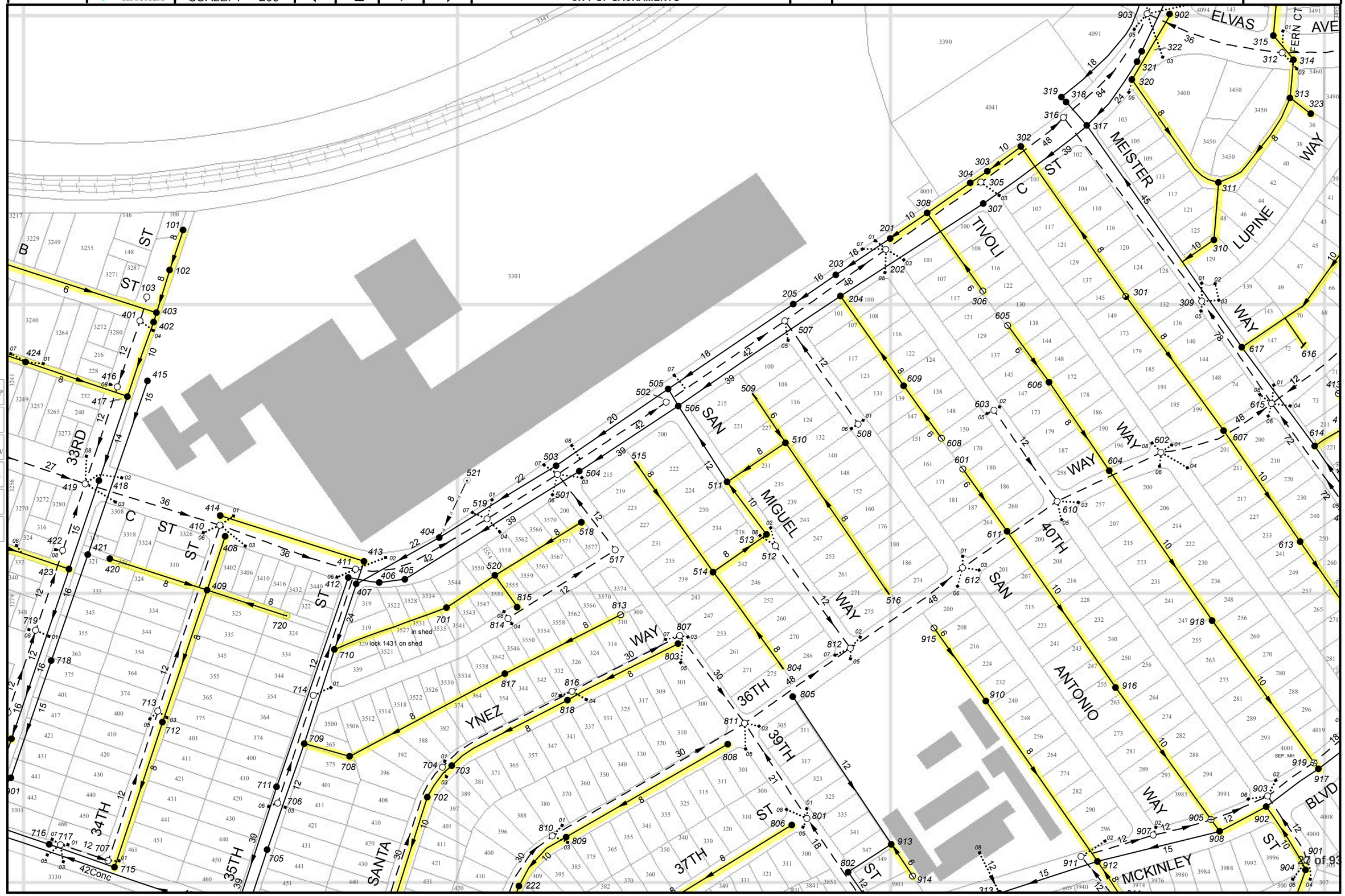
CC18	DEPARTMENT OF UTILITIES CITY OF SACRAMENTO GIS SYSTEM	Map Created: 7/12/2013 SCALE: 1" = 200'	CC17	BB18	DD18	CC19	DRAINAGE/SEWER 2013 CITY OF SACRAMENTO		THE CITY OF SACRAMENTO MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION AND DATA ON THIS MAP. BY USING THIS MAP, THE USER RELEASES THE CITY OF SACRAMENTO FROM ANY LIABILITY WHATSOEVER FOR ANY LOSS, EXPENSE, DAMAGE OR OTHER LIABILITY ARISING FROM ANY INTERPRETATION OR OTHER USE OF THIS INFORMATION AND DATA.	CC18



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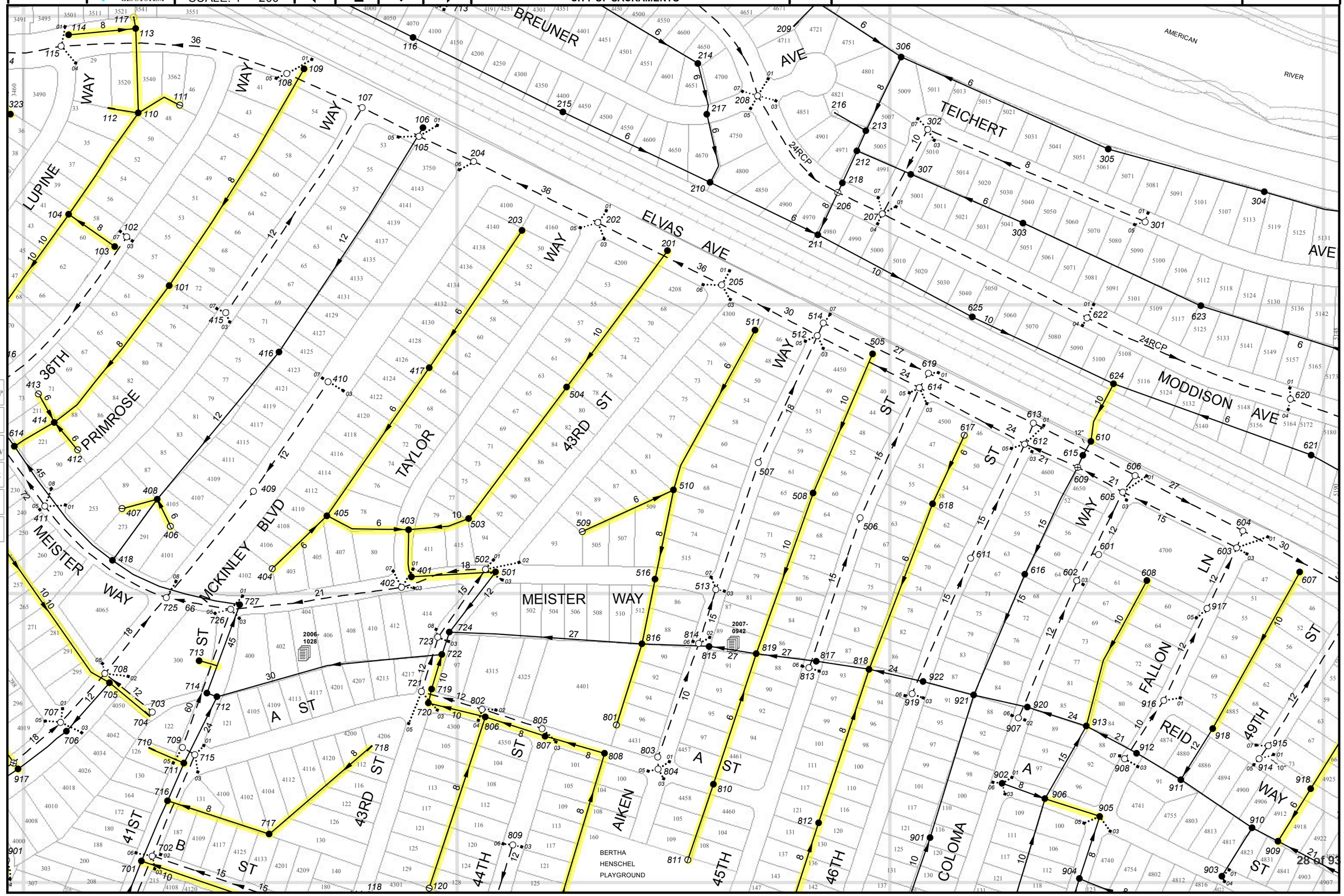
CC19	DEPARTMENT OF UTILITIES CITY OF SACRAMENTO GIS SYSTEM	Map Created: 7/12/2013 SCALE: 1" = 200'	CC18 ◄	BB19 ▲	DD19 ▼	CC20 ►	**DRAINAGE/SEWER 2013** CITY OF SACRAMENTO	N	THE CITY OF SACRAMENTO MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION AND DATA ON THIS MAP. BY USING THIS MAP, THE USER RELEASES THE CITY OF SACRAMENTO FROM ANY LIABILITY WHATSOEVER FOR ANY LOSS, EXPENSE, DAMAGE OR OTHER LIABILITY ARISING FROM ANY INTERPRETATION OR OTHER USE OF THIS INFORMATION AND DATA.	CC19



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DRAINAGE/SEWER 2013
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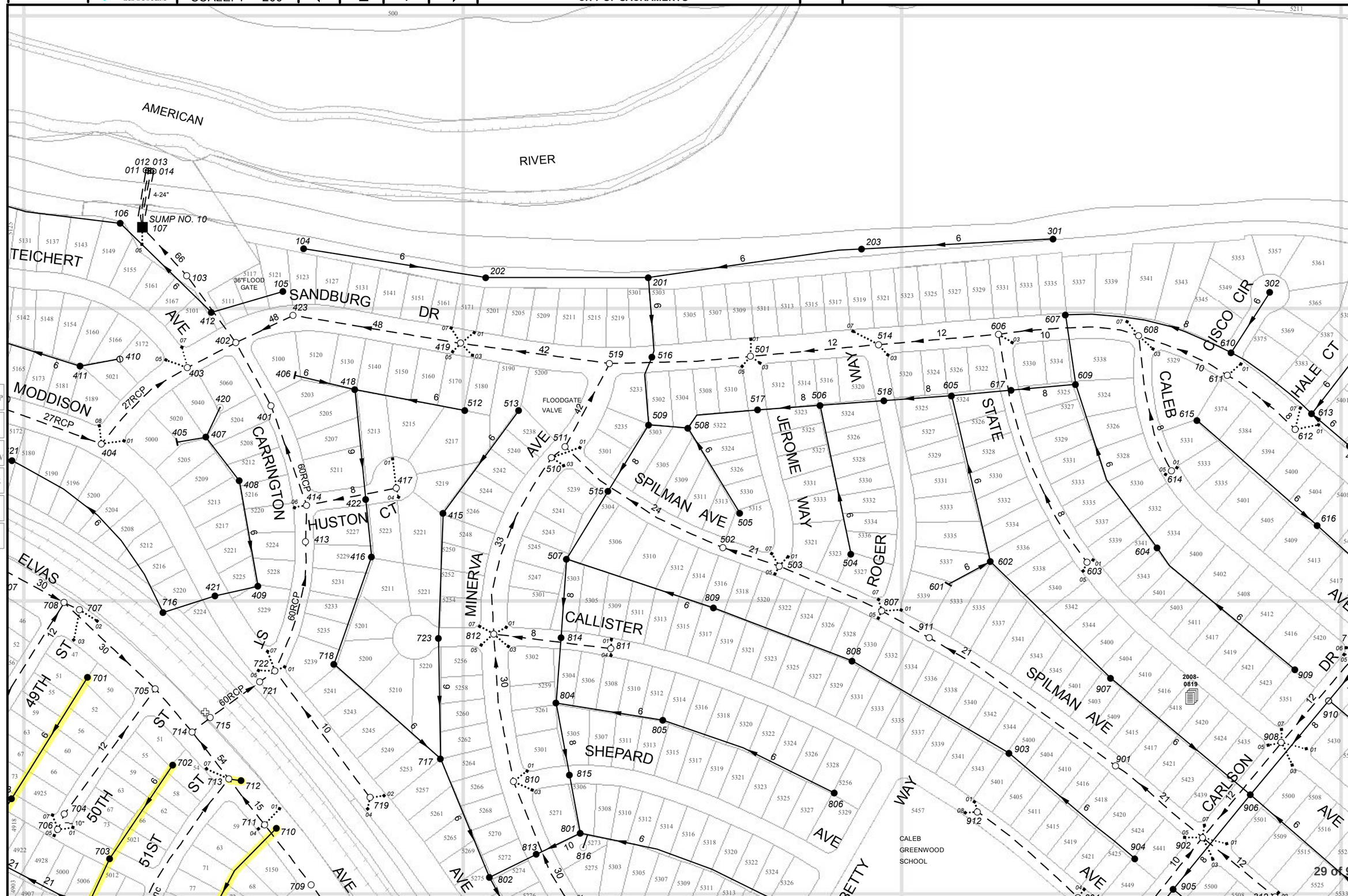
CC20



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DEPARTMENT OF UTILITIES
CITY OF SACRAMENTO
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DD16 ← | CC17 ↑ | EE17 ↓ | DD18 →

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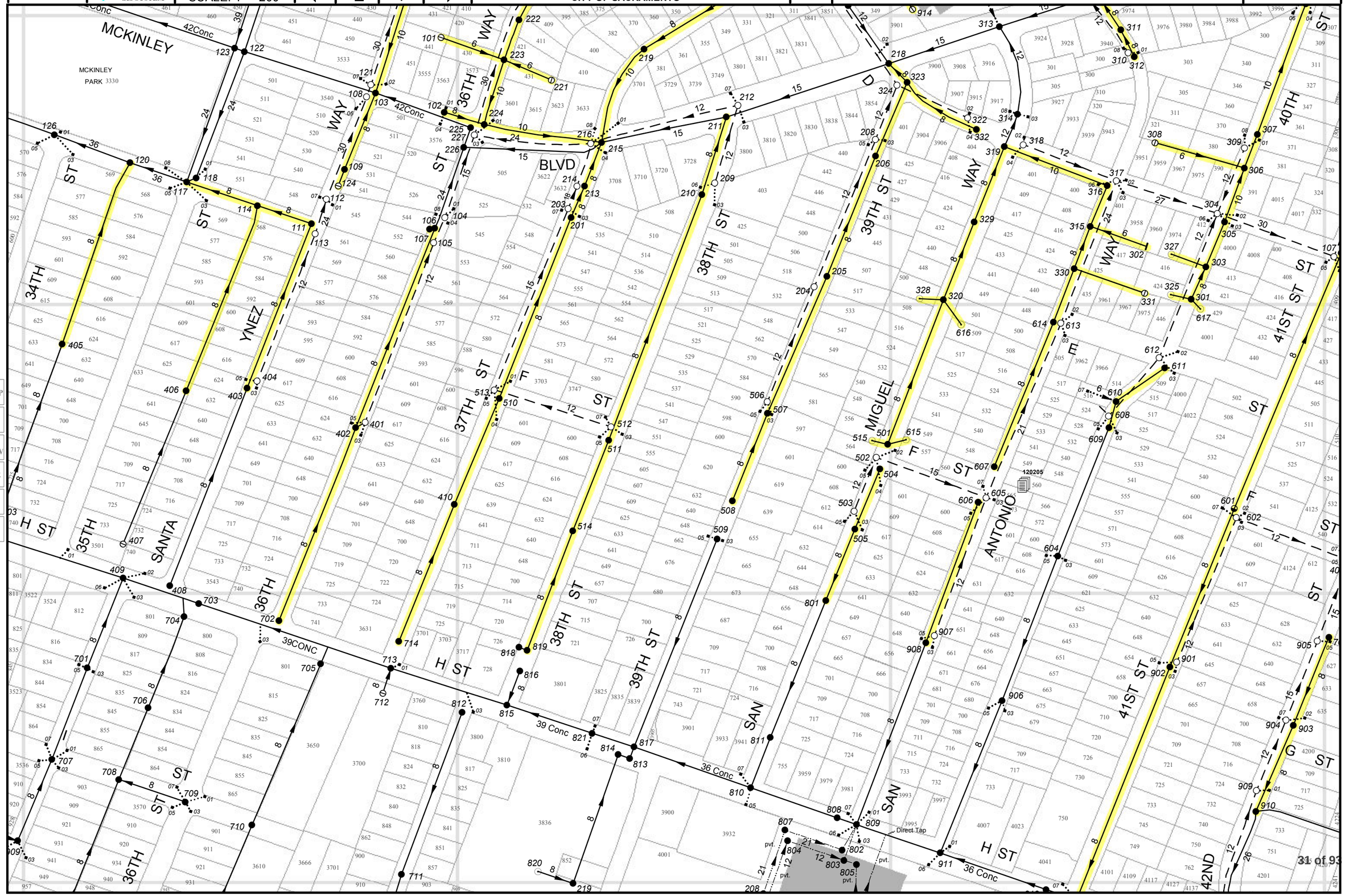

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EE19 | DEPARTMENT OF UTILITIES CITY OF SACRAMENTO GIS SYSTEM | Map Created: 7/12/2013 | SCALE: 1" = 200' | EE18 | DD19 | FF19 | EE20

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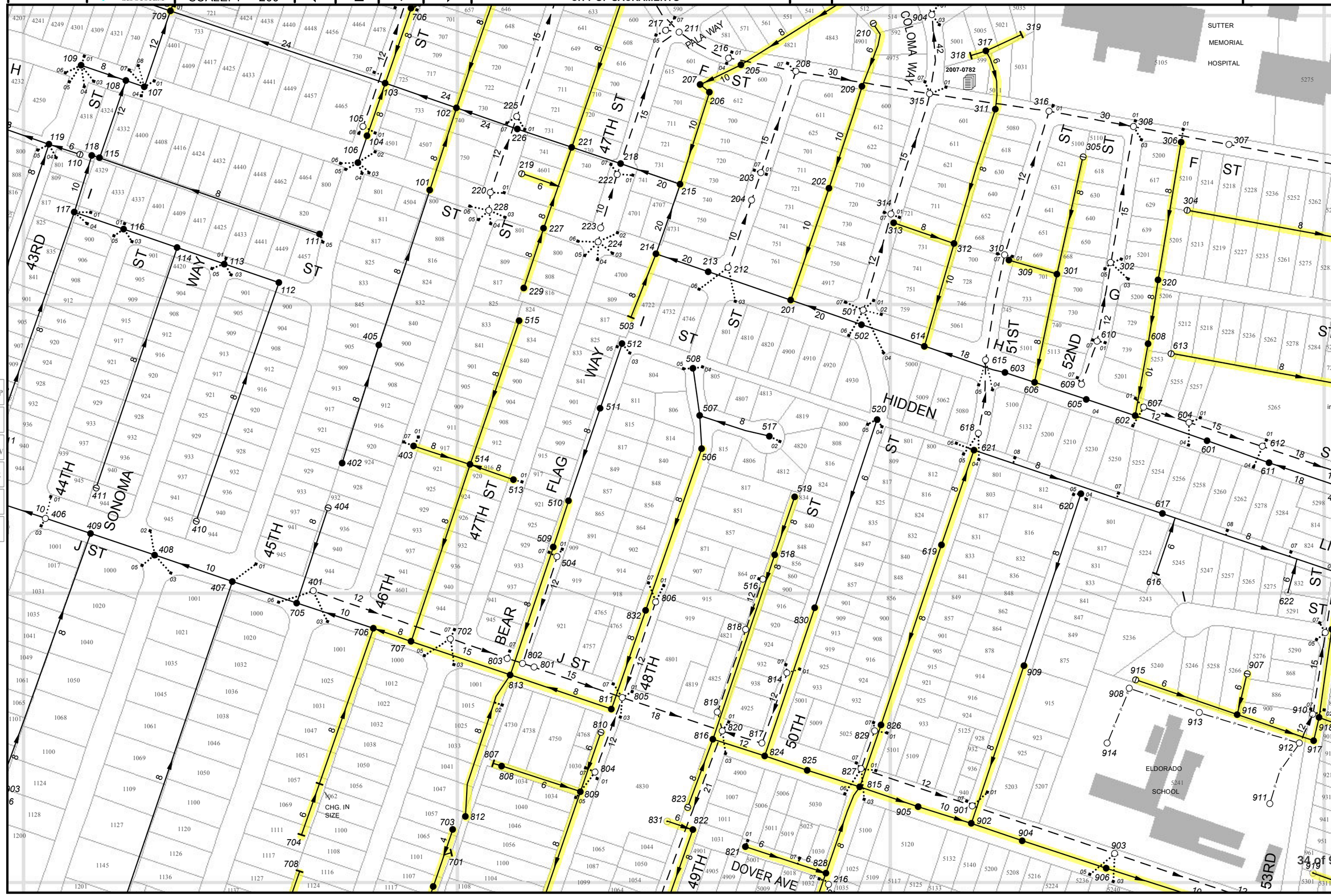
EE19



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EE20 | DEPARTMENT OF UTILITIES CITY OF SACRAMENTO GIS SYSTEM | Map Created: 7/12/2013 | SCALE: 1" = 200' | EE19 | DD20 | FF20 | EE21

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FF18 | DEPARTMENT OF UTILITIES CITY OF SACRAMENTO GIS SYSTEM | Map Created: 7/12/2013 | SCALE: 1" = 200' | FF17 | EE18 | GG18 | FF19

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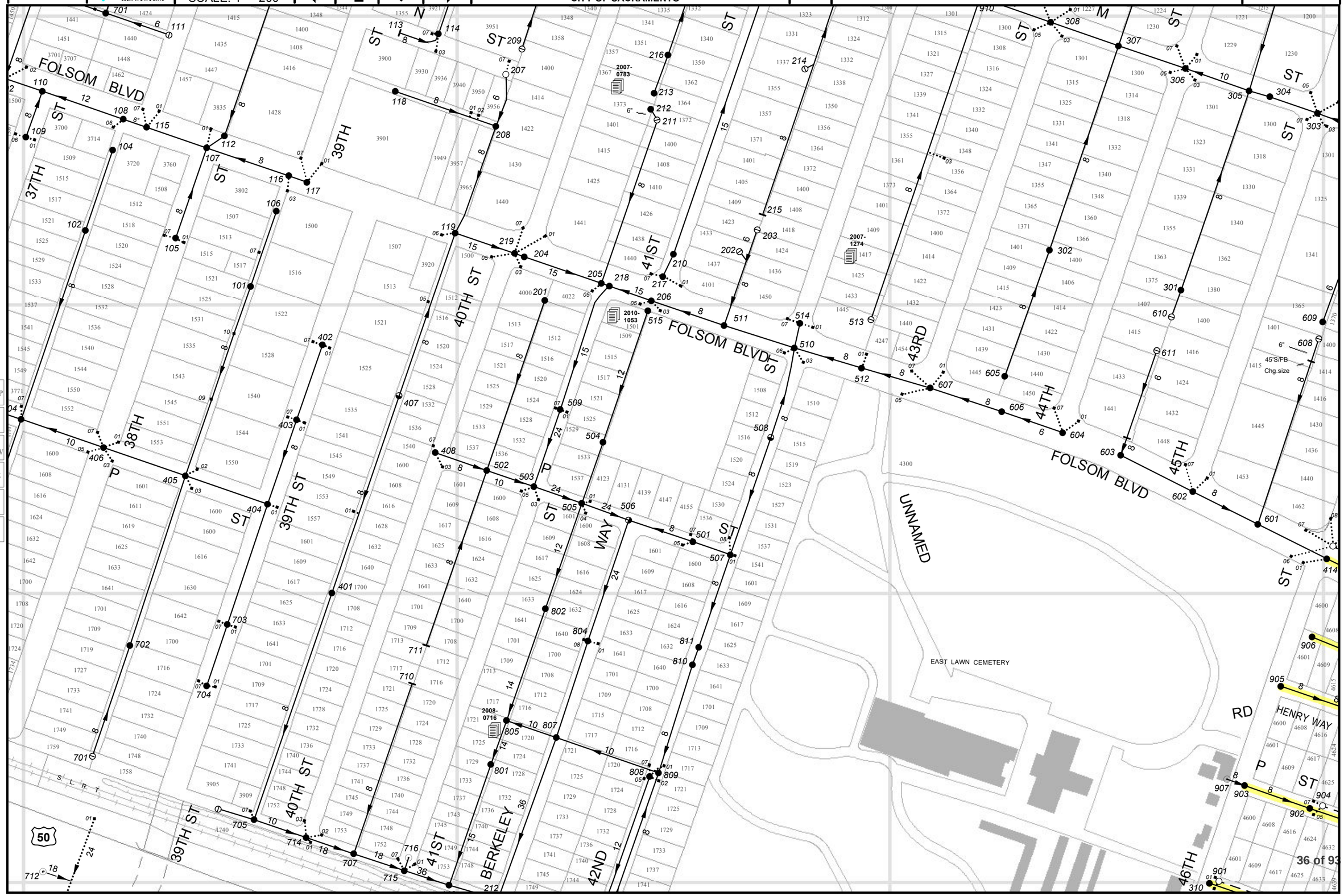

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FF18 EE19 GG19 FF20

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FF19 | EE20 | GG20 | FF21

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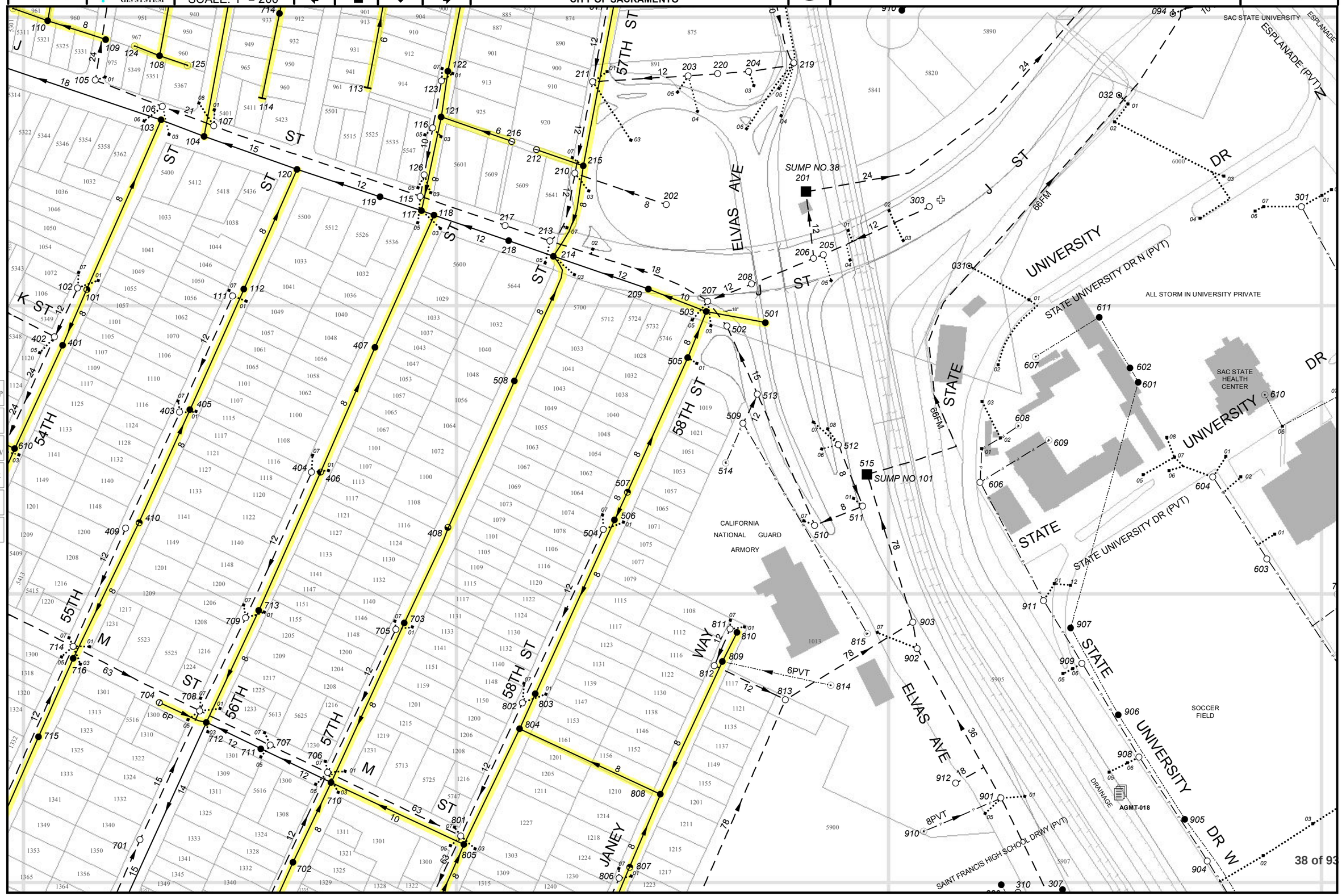

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GG17 ◀ | FF18 ▲ | HH18 ▼ | GG19 ▶

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GG18

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DEPARTMENT OF UTILITIES
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GG18 FF19 HH19 GG20

DRAINAGE/SEWER 2013
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GG19 ◄ | FF20 ▲ | HH20 ▼ | GG21 ►

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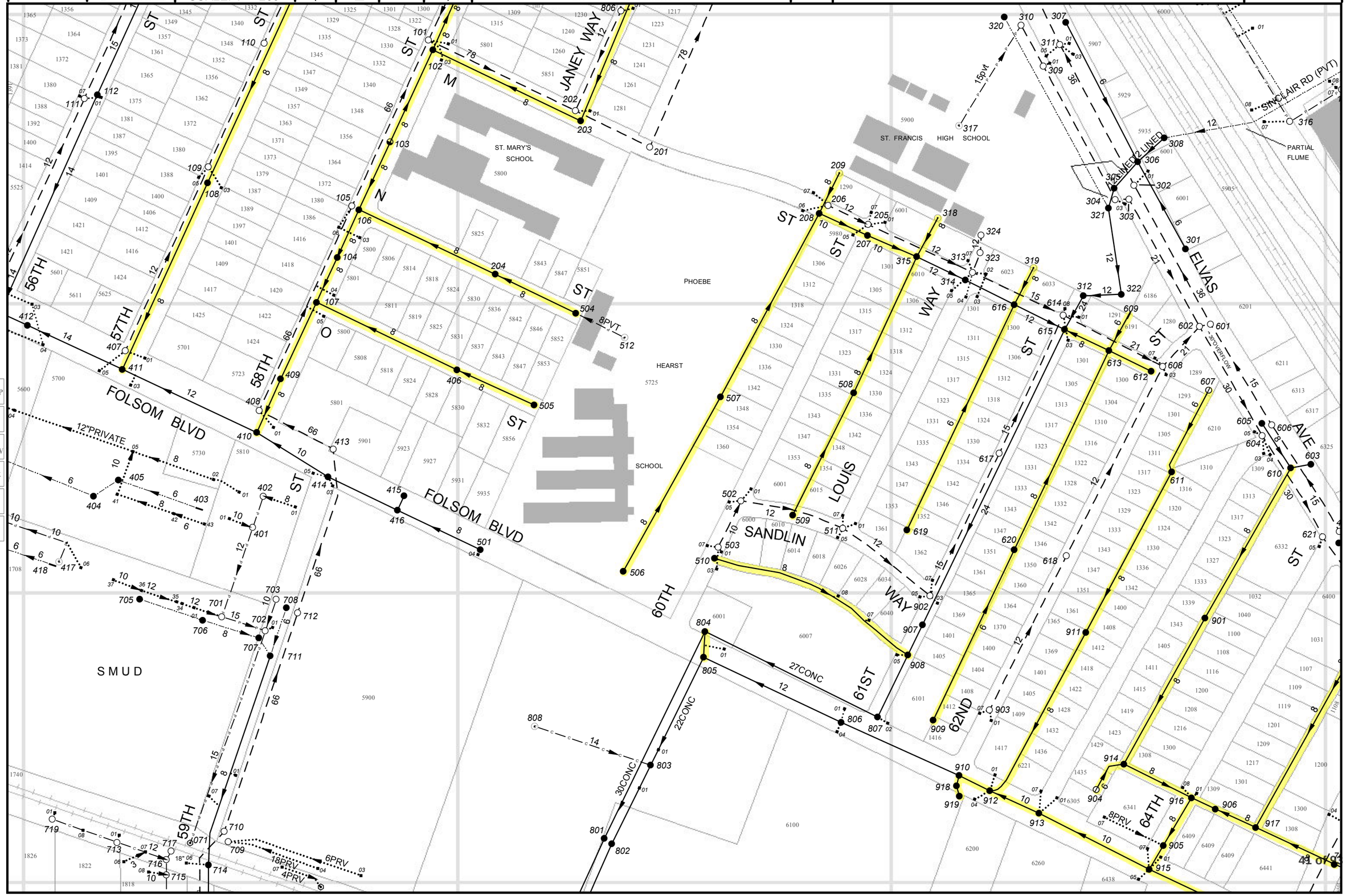

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DEPARTMENT OF UTILITIES
CITY OF SACRAMENTO
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GG20 | FF21 | HH21 | GG22

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GG21

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HH19 | DEPARTMENT OF UTILITIES CITY OF SACRAMENTO GIS SYSTEM | Map Created: 7/12/2013 | SCALE: 1" = 200' | HH18 | GG19 | II19 | HH20

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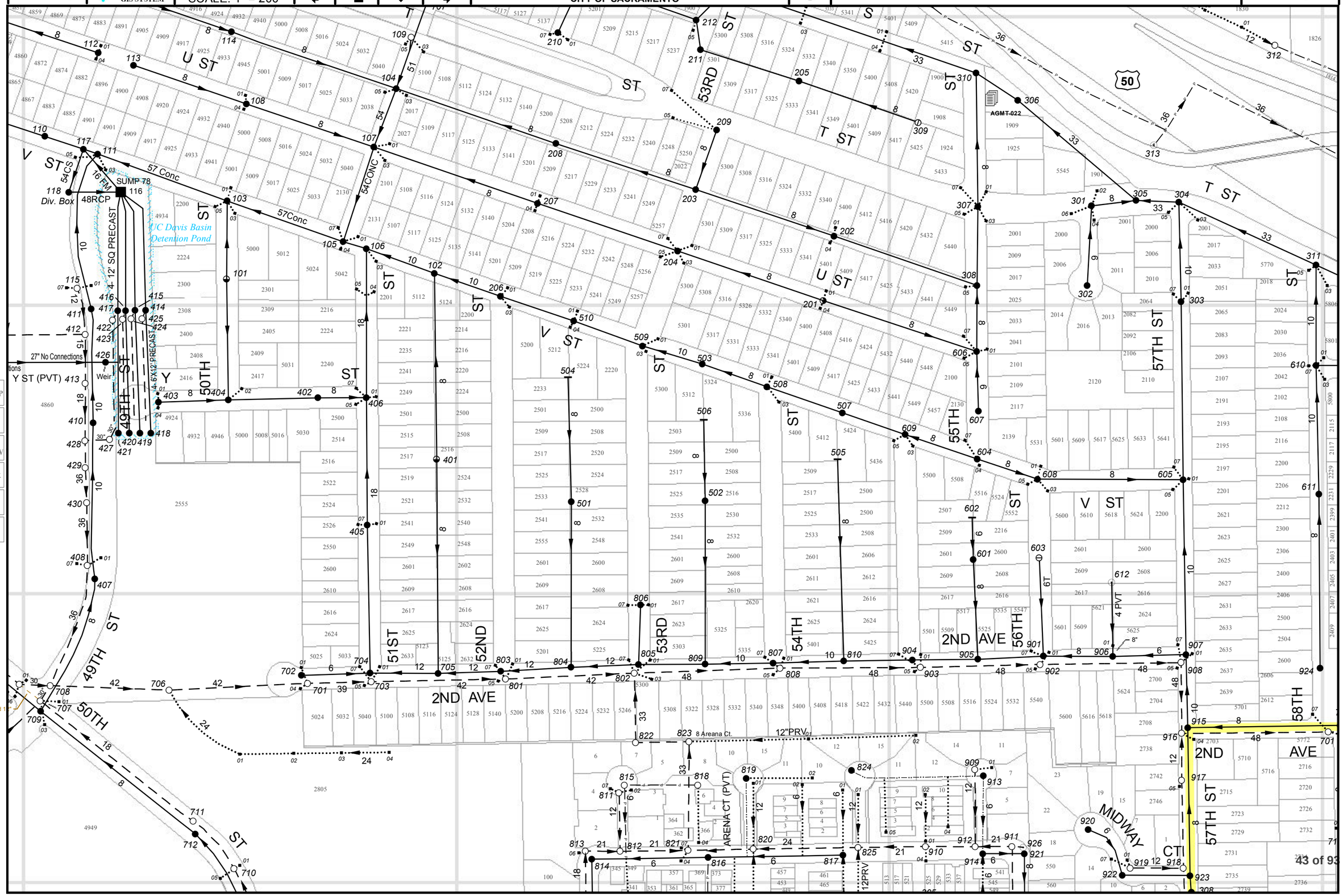

HH20 | DEPARTMENT OF UTILITIES CITY OF SACRAMENTO GIS SYSTEM | Map Created: 7/12/2013 | SCALE: 1" = 200' | HH19 | GG20 | II20 | HH21

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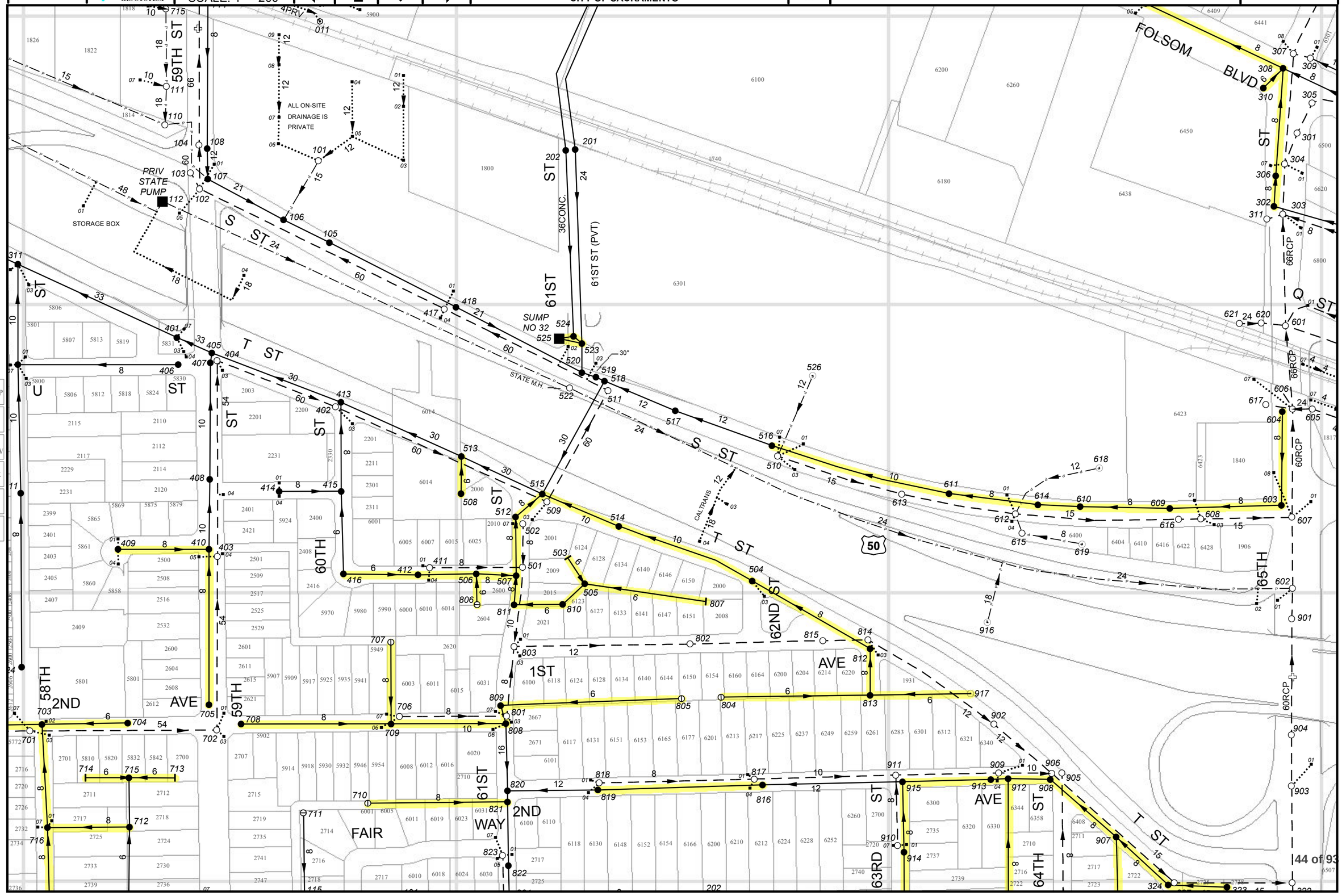

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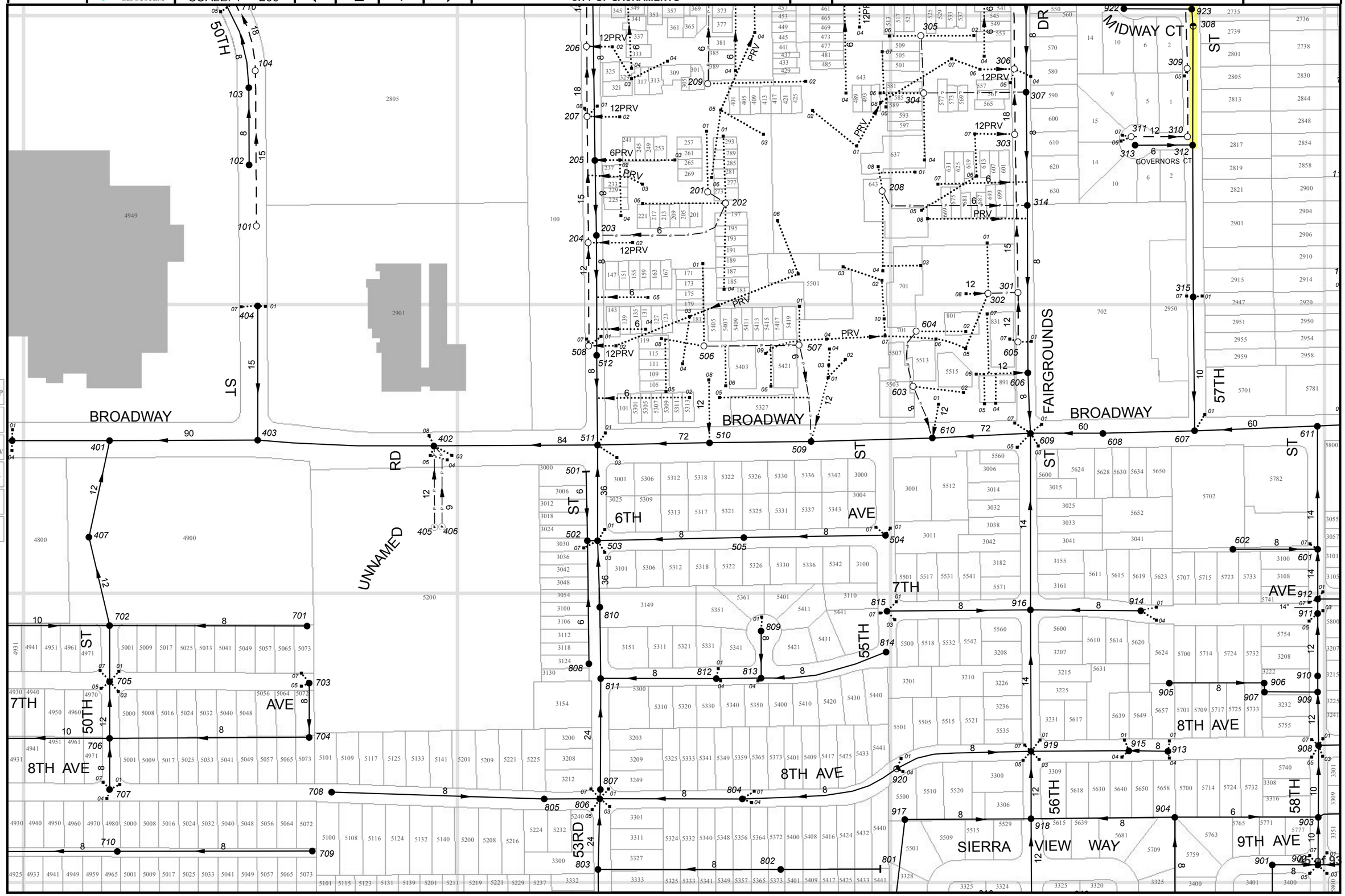

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II20 | DEPARTMENT OF UTILITIES CITY OF SACRAMENTO GIS SYSTEM | Map Created: 7/12/2013 | SCALE: 1" = 200' | II19 | HH20 | JJ20 | II21

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II20

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JJ20 | DEPARTMENT OF UTILITIES CITY OF SACRAMENTO GIS SYSTEM | Map Created: 7/12/2013 | SCALE: 1" = 200' | JJ19 | II20 | KK20 | JJ21

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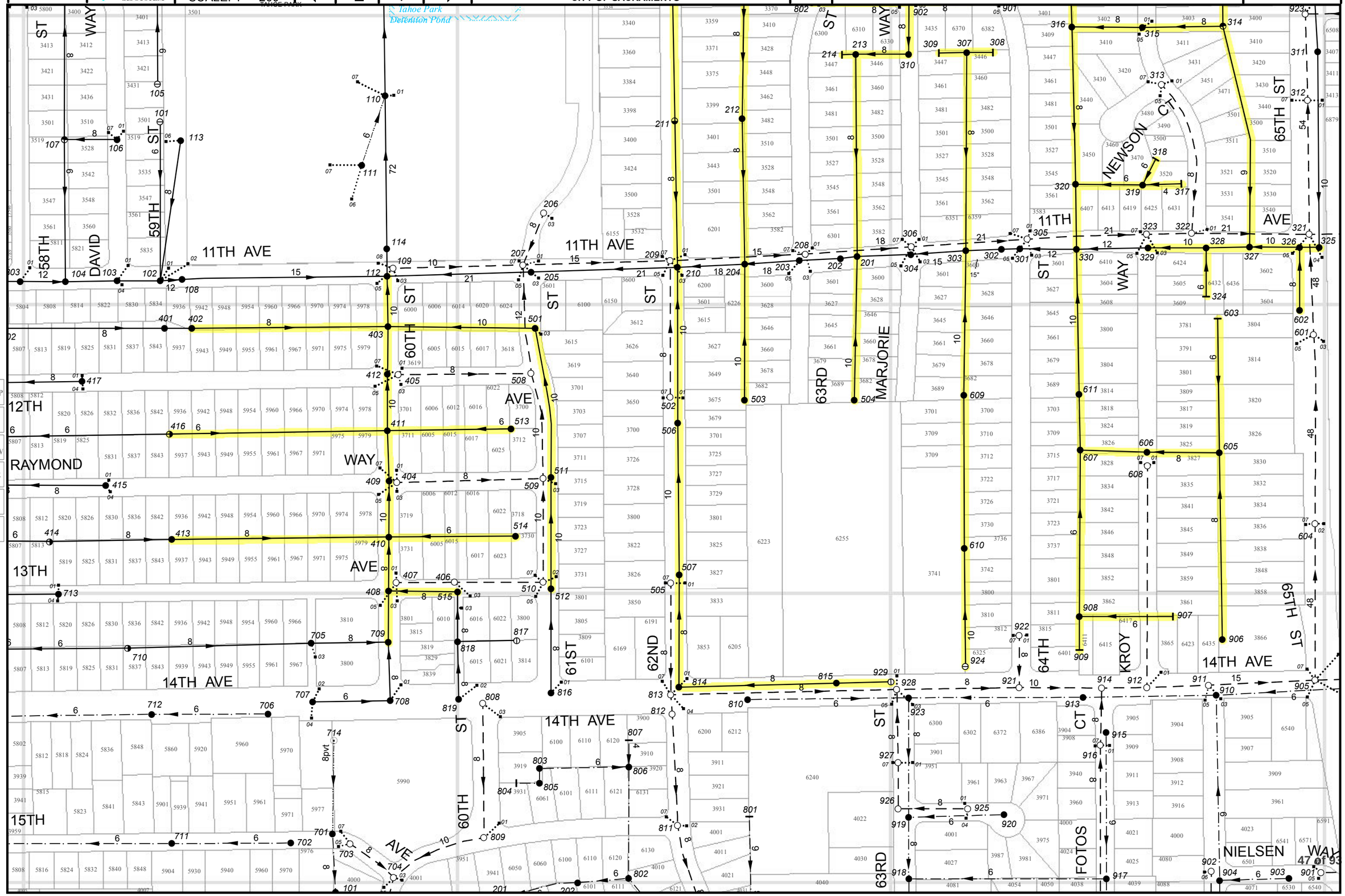

SECTION III
BIDDER RESPONSE DOCUMENTS

SECTION III – BIDDER RESPONSE DOCUMENTS

A. SUBMITTALS REQUIRED PRIOR TO AWARD OF CONTRACT

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

1. NONPROFESSIONAL SERVICES AGREEMENT

The successful bidder is REQUIRED to fully execute the Nonprofessional Services Agreement and submit to City prior to award of the contract.

2. CERTIFICATE OF INSURANCE

The successful bidder is REQUIRED to submit the necessary Certificate(s) of Insurance and related insurance documentation as called for in the Nonprofessional Services Agreement prior to award of the contract.

3. 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

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: _____

BY: _____ **Date:** _____
Signature **Title**

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

SECTION III – BIDDER RESPONSE DOCUMENTS

G. PRICING SCHEDULE (BID PROPOSAL FORM)

The work herein described is to be performed in strict conformity with the Special Provisions and Scope of Services, at the unit prices listed below. Unit price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in applying an herbicide to sewer pipes.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	$	$
2	6-inch Pipe	212,000	LF	$	$
3	8-inch Pipe	176,000	LF	$	$
4	10- inch Pipe	57,500	LF	$	$

TOTAL BID $ _____

SECTION III – REQUIREMENTS

H. BID SIGNATURE PAGE

BID NO. _____

FOR: **NORTH ROOT CONTROL 2013**

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: _____

ADDRESS:_____

PHONE #: _____FAX #: _____ E-MAIL:_____

STATE TAX I.D. #: _____ FED. TAX I.D. #: _____

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

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

BY: (signature of authorized person) _____

PRINT NAME:_____

TITLE:_____

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.

FOLLOWING FORMS TO BE FILLED OUT

AND SIGNED

ONLY

IF AWARDED CONTRACT

PROJECT #: I14110109
PROJECT NAME: NORTH AREA ROOT CONTROL 2013
DEPARTMENT: UTILITIES
DIVISION: ENGINEERING 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

Name of Contractor
Address
Phone/Fax

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

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

6. **Living Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements.

7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name:_____

Title:_____
For: John F. Shirey, City Manager

ATTEST:

_____
City Clerk

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:

_____
NAME OF FIRM

_____
Federal I.D. No.

_____
State I.D. No.

_____
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

_____
Print Name and Title

_____
Additional Signature *(if required)*

_____
Print Name and Title

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor: _____

Address: _____

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

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.

3. If the amount of this Contract is less than $100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is $100,000 or more.

4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.

5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contact, and pursue all available legal and equitable remedies.

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

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

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

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

_____ Date:_____

Signature of Authorized Representative

Print name: _____

Title: _____

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: _____

Address: _____

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

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.

2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

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

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized

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

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

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

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

_____ _____

Signature of Authorized Representative Date

_____

Print Name

_____

Title

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Sonia Lopez, Associate Engineer
1395 35th Avenue, Sacramento, CA 95822
(916) 808-1456 Office/(916) 808-1497 Fax/slopez@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:

Name/Title
Address
Phone/Fax/E-mail

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.

Described in "Attachment 1 to Exhibit A", attached hereto and incorporated here in.

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.

Within a period of one hundred sixty (160) working days commencing on the Start Date.

ATTACHMENT 1 TO EXHIBIT A
SCOPE OF SERVICES

GENERAL REQUIREMENTS

1.20 Location, Scope of Work

The scope of work includes the application of a chemical herbicide to approximately 445,000 lineal feet of sanitary sewers for the purpose of killing roots and inhibiting future root growth. Maps showing the locations of sewer pipes to be treated with the herbicide can be found in the Contract Documents section of the Invitation for Bid.

1.21 Specifications

The work to be performed under this contract shall be done in accordance with the Special Provisions contained herein. In these Special Provisions, reference is made to the Standard Specifications of the City of Sacramento, adopted June 2007, referred to herein as "Standard Specifications". The general requirements of this contract shall be governed by these Special Provisions first, followed by Sections 1 through 8 of the Standard Specifications. Other standards or specifications specified in these Special Provisions govern only the applicable technical specifications.

1.22 Interpretation of Contract Documents

Questions from bidder's concerning the interpretation of any portion of the contract documents may be directed to Sonia Lopez of the City of Sacramento, Department of Utilities, 1395 35th Ave, Sacramento, California, 95822, phone (916) 808-1456. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract.

It shall be the bidder's responsibility to call to the attention of the Engineer any missing pages or drawings in the contract documents including the addenda.

1.23 Proof of Compliance with Contract

In order that the Engineer may determine whether the Contractor has complied with the requirements of the contract documents not readily determinable through inspection and tests of equipment, work, or materials, the Contractor shall at any time when requested, at the Contractor's expense, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his compliance with such requirements.

1.24 Shop Drawings & Submittals

In accordance with Section 5-7 of the Standard Specifications, Contractor shall prepare and submit for review four (4) copies of the following submittals:

1. Work schedule
2. Traffic control plan
3. Application log sheets

4. Chemical herbicide and application
5. Event Notification Form

Contractor is advised that at the Engineer's discretion, the above list may be expanded to include additional items to which Section 5-7 of the Standard Specifications will apply. Contractor shall keep one copy of the approved Traffic Control Plan at each work site at all times.

1.25 Period of Performance and Time of Completion

Contractor shall commence performance of the work not later than five (5) calendar days after a contract is awarded by the Sacramento City Council (the "Start Date"), and the entire work shall be brought to completion in the manner provided for in the Contract on or before one hundred sixty (160) working days after the Start Date (the "Completion Date"). A working day is defined as any day except Sunday or a legal holiday.

Contractor shall pay liquidated damages to the City for failure to complete the entire work by the Completion Date in the amount of five hundred dollars ($500.00) for each calendar day after the Completion Date, continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

1.26 Project Scheduling

The Contractor shall submit a detailed schedule showing all items of work prior to initiating any work. The schedule shall include the proposed sequencing of work activities. The schedule shall be submitted, reviewed and updated in accordance with Section 7-2 of the Standard Specifications. No progress payments will be made for work completed prior to acceptance of the schedule.

1.27 Application Log File

Contractor shall develop an application log file in electronic format. Log file shall contain accurate information of each pipe segment treated. A sample of the minimum information required is provided and located in Appendix of the Contract Documents section of the Invitation for Bid. Additional information may be added as deemed appropriate by the Engineer.

Log file shall be kept current daily, and shall be accurate and complete. Log file shall be subject to the inspection of the Engineer at all times. At a minimum, a copy of the log file shall be submitted to the Engineer on a weekly basis, delivered via DVD, portable hard drive, or email. Progress payments, or portions thereof, may be withheld if log file is not accurate and current.

At the end of the project and prior to acceptance of the work, Contractor shall deliver one (1) copy of a complete log file, summarizing all pipes that were treated. The complete log file shall be delivered via either DVD or portable hard drive. For the purpose of backup, a copy of the log file shall be kept by the Contractor.

1.28 Public Notification

Notifications and arrangements with the owners and/or tenants of each private property for which encroachment will be necessary will be done in partnership between the Contractor and the City. Contractor shall identify parcels needing encroachment, including but not limited to such details as the

estimated length of time for each encroachment. The Engineer will then begin the notification by contacting each tenant in advance of work. Contractor shall follow up with more precise dates and times of encroachment. Contractor notification shall be done a minimum of three (3) calendar days before encroachment.

Contractor's notification shall be a door hanger provided by the City. Contractor shall add the following information to each door hanger:

-Name and 24 hour phone number(s) of Contractor
-Approximate date work will be performed

In addition, Contractor shall fill out and deliver a properly filled out Event Notification Form to the Sacramento Regional County Sanitation District. A copy of the Notification is located in Appendix of the Contract Documents section of the Invitation for Bid.

1.29 Materials and Equipment

Contractor is responsible for the care and protection of all materials and equipment until the completion and final acceptance of the work, in accordance with Section 5 of the Standard Specifications and these Special Provisions.

1.30 Administrative Penalty Ordinance

Contractor shall become familiar with Chapter 12.20 of the City Code which contains minimum requirements and restrictions relating to construction activities within the City right of way and establishes administrative penalties for non-compliance of these requirements. The Contractor may be assessed the administrative penalty for each violation of any provision addressed by the ordinance, unless modified herein, and amounts can be deducted from the Contract. The ordinance includes the following general categories:

Working hours for the City's "Primary Streets"
Traffic control plan requirements
Access to private property
Maintenance of construction areas
Maintenance of traffic, public safety and convenience
Repair of traffic control systems
Care of existing known facilities
Protection of existing improvements
Public notification
Noise levels

Copies of the ordinance are available from the City Clerk's Office, 915 I Street, Sacramento, CA. 95814, and at www.cityofsacramento.org.

1.31 Public Right-of-Way and Easements

Contractor shall confine his or her operations within the limits of existing street right-of-way or easements as much as practicable.

1.32 Existing Facilities

Protection and maintenance of existing utilities shall meet the applicable requirements of Sections 13 of the Standard Specifications and these Special Provisions.

Contractor will insure that utility services to customers in the project are maintained.

1.33 Maintaining Sewer Flows

Contractor shall be responsible maintaining sewer flows in accordance with Section 13-2 of the Standard Specifications.

No additional compensation will be paid to the Contractor for maintenance of existing facilities; the cost of this work shall be included in the various contract items of work.

1.34 Work Performed by City Crews

Contractor is advised that the City retains the option of performing with City crews all or a portion of any the work. Any such work performed by City forces will be at the discretion and convenience of the Engineer. All work performed and materials provided by the City will be paid for by the Contractor or removed from this contract at no additional cost to the City

1.35 Health and Safety

Contractor is warned that existing sewers and appurtenances have been exposed to sewage and industrial wastes. These facilities shall therefore be considered contaminated with disease-causing organisms. Personnel in contact with contaminated facilities, debris, wastewater, or similar items shall be advised by the Contractor of the necessary precautions that must be taken to avoid becoming diseased. It is the Contractor's responsibility to urge his personnel to observe a strict regime of proper hygienic precautions, including any inoculations recommended by the local public health officer.

Because of the danger of solvents, gasoline, and other hazardous material in the existing sewers, these areas shall be considered hazardous to open flame, sparks, or unventilated occupancy. The Contractor shall be aware of these dangers and shall take the necessary measures to assure his personnel observe proper safety precautions when working in these areas.

Contractor shall not allow any wastewater to discharge from sewage collection systems onto adjacent lands or waters. In case of accidental discharge, the Contractor shall be responsible for containment, immediate cleanup and disposal at his own expense to the full satisfaction of the Engineer. Where containment is not possible, adequate disinfection shall be provided by the Contractor at his expense as directed by the Engineer or agency with jurisdiction. If, in the opinion of the Engineer, the Contractor fails to adequately follow the above guidelines, he will make arrangements to have the work done by others, and have the cost charged to the Contractor.

1.36 Traffic Control

Traffic control measures and scheduling shall be in accordance with Sections 6, 7 and 16 of the Standard Specifications, and as specified in these Special Provisions. Prior to starting work, Contractor shall submit for approval a plan showing proposed traffic control measures and/or detours for vehicles

and pedestrians affected by the work. The plan shall be submitted a minimum of ten (10) working days prior to the commencement of any work.

Work will not be allowed to begin without an approved plan. In addition, the approved plan shall be kept on hand at the project site at all times while work is in progress.

The traffic control plan shall include location of proposed work area, locations of areas where the public right of way will be closed or obstructed, and any proposed phases of traffic control and time period of when traffic control will be in effect. The traffic control plan shall also include name and business address of Contractor and a statement that the Contractor will comply with City's noise ordinance.

Contractor shall be solely and completely responsible for furnishing, installing, and maintaining all warning signs and devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and pedestrian traffic during the performance of the work. The requirement shall apply continuously and shall not be limited to normal working hours.

Where applicable, the following requirements from Chapter 12.20 of the City Code shall be included and performed under this item of work:

1. Public right-of-way, public property or public easement shall not be covered with work related trash, debris, garbage, waste material or soil. Areas affected by the work, must be cleaned to the satisfaction of the Engineer prior to re-opening to the public.
2. Access shall be provided to all existing driveways and buildings at all times except when arrangements are made with the property owner and/or tenant. Contractor shall take precautions so as not to entrap vehicles on private property during the progress of the work. Driveways may be closed only during normal working hours and only after giving property owners a minimum of twenty-four (24) hours notice in advance of the closure. Commercial buildings shall be given a forty-eight (48) hour notice. Access for emergency vehicles shall be available on all streets at all times.
3. Provide for pedestrian traffic at all times except where closures are approved in advance by the Engineer.
4. Maintain at least one (1) lane of traffic at all times in all streets, except as provided in Section 6-10 of the Standard Specifications. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the traveling public as possible. Including, but not limited to, primary streets and moratorium streets to which the requirements and administrative penalties of Chapter 12.20 of the City ordinance apply.
5. Working hours are defined as 7:00 am to 6:00 pm, Monday through Friday, excluding legal holidays, or unless otherwise specified in this Contract.
6. At night and at other times when work is not in progress, the entire roadway and alley shall be open to the public for pedestrian and vehicular traffic.

Contractor shall coordinate work such that work areas located within streets with the lowest speed limit are utilized first. Work area set up in higher speed limit streets shall be used only when necessary.

All signs and street marking damage caused by or related to the work of this project shall be replaced in kind by the Contractor. In the case of partial damage to lane stripes and traffic lettering the whole stripe

or marking in its entirety shall be replaced. Temporary markings and striping shall be installed within three (3) working days of damage.

1.37 Removal of On Street Parking

In locations where the Contractor's operations require removal of on-street parking, such removal shall be in accordance with Section 6-18 of the Standard Specifications.

Failure to comply with this section will prevent the City from towing vehicles parked in the proposed work area

1.38 Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in performing and complying with these items shall be considered as included in the prices paid for in the various contract bid items the Contractor deems appropriate and no additional compensation will be allowed

ITEMS OF THE PROPOSAL

Item No. 5 Mobilization

Mobilization shall consist of preparatory work and operations including those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; and for other work and operations which must be performed or costs incurred prior to beginning work on the various contract items. Compensation for this item shall not exceed five (5) percent of the total bid amount.

Payment shall be on a lump sum basis and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for performing work necessary to complete this item in place.

Item No. 6 6 inch Pipe to Apply Root Control
Item No. 7 8 inch Pipe to Apply Root Control
Item No. 8 10 inch Pipe to Apply Root Control

This item shall include application of an herbicide root control product to the pipes identified on the Maps located in the Contract Documents section of the Invitation for Bid. Only one root control product and method of application may be used throughout the project.

The majority of the pipes identified for treatment are located in back yard easements and may have restricted access. Manholes in backyards are enclosed by fencing. In addition, homeowners may also have placed sheds or other obstacles over or around manholes. It is the Contractor's responsibility to identify manholes via which root control product will be applied, and locate and open such manholes. If the Contractor is unable to locate a manhole, Contractor shall notify the Engineer at least two (2) working days prior to the scheduled work. After proper notification, City crews will locate manhole for Contractor.

The following are acceptable root control products:

Vaporooter II – as manufactured by Douglas Products

RootX – as manufactured by Roto-Rooter Corporation

RazoRooter II– as manufactured by Sewer Services, Inc.

Root control product shall be registered with the Environmental Protection Agency and the California Department of Pesticide Regulation for the use in sanitary sewer pipes. Contractor shall be licensed as a pesticide application business with the California Department of Pesticide Regulation. All work shall be performed by Certified Pesticide Applicators licensed with the California Department of Pesticide Regulation, and experienced in the application of the root control products, as herein specified.

Application of the root control product shall be in accordance with the detailed installation procedures submitted with the product. Application of herbicide shall be only done by foaming, no pour down chemical application shall be accepted. Foaming shall be generated and pumped into the sewer line under pressure as foam

Equipment used shall be capable of applying herbicide so as to deposit at least 800 feet of sewer pipe from a single entry point. Application of material shall be in such a way as to contact all roots within the sewer pipe being treated. Foaming shall be at sufficient pressure to treat the lateral pipe connections a minimum of five (5) feet and a maximum of ten (10) feet, beyond the main sewer line. Herbicide shall be capable of penetrating roots and causing these to die and decay.

Payment shall be at the unit price bid per lineal foot of herbicide applied and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work necessary to complete this item in place.

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of $_____**.**

2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.

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:

Department of Utilities
1395 35th Avenue, Sacramento, CA 95822
(916) 808-1456 Office/(916) 808-1497 Fax
Attn: Sonia Lopez

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.

6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

ATTACHMENT 1 TO EXHIBIT B
PRICING SCHEDULE

The work herein described is to be performed in strict conformity with the Scope of Services, at the unit prices listed below. Unit price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in applying an herbicide to sewer pipes.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	$	$
2	6-inch Pipe	212,000	LF	$	$
3	8-inch Pipe	176,000	LF	$	$
4	10- inch Pipe	57,500	LF	$	$

TOTAL BID $ _____

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]

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

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

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

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

The minimum compensation required is as follows:

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

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

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

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

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

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

Notification to Covered Employees

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

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

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

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

Subcontractor Compliance

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

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

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

No Reduction in Non-Wage Benefits

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

No Retaliation

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

No Reduction in Collective-Bargaining Wage Rates

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

Violations and Monitoring

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

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

Declaration of Compliance

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

Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

Additional Information

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

EXHIBIT F

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $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 directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”

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

Attachment A

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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

- ○ 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
915 I Street, Second Floor
Sacramento, CA 95814

○ 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.