

Meeting Date: 3/11/2014

Report Type: Consent

Report ID: 2014-00135

Title: Contract: Vacant Lot Weed Abatement Services (Two-Thirds Vote Required)

Location: Citywide

Recommendation: Pass 1) a Resolution suspending competitive bidding, in the best interests of the City, for vacant lot weed abatement services; and 2) a Motion a) awarding three contracts to Hunter Services, Inc., Emerald Site Services and Habitat Restoration Sciences, for vacant lot weed abatement services, each for an initial one-year term with two options for one-year extensions, with an annual not-to-exceed amount for all three contracts of \$250,000, and a total not-to-exceed amount for all three contracts of \$750,000; and b) authorizing the City Manager or the City Manager's designee to approve the one-year term extensions provided there is funding available in the approved budgets for the applicable fiscal years.

Contact: Stacey Chatman, Administrative Analyst, (916) 808-8793, Community Development Department

Presenter: Bob Rose, Code Enforcement Manager, (916) 808-5947, Community Development Department

Department: Community Development Dept

Division: Neighborhood Code Compliance

Dept ID: 21001313

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-Contract for Emerald Site Services
- 5-Contract for Habitation Restoration Services
- 6-Contract for Hunter Services

City Attorney Review

Approved as to Form
Michael Benner
3/4/2014 11:32:09 AM

Approvals/Acknowledgements

Department Director or Designee: Max Fernandez - 2/21/2014 8:37:29 AM

Description/Analysis

Issue: The Code Compliance Division of the Community Development Department (CDD) has an ongoing need for vacant lot weed abatement services as specified in Title 8, the Health and Safety Code for the City of Sacramento. Through this program the City notifies property owners of the fact that their vacant lot is a potential hazard and needs to be abated by a certain date; if the property owner fails to abate the property, the City utilizes approved vendors to ensure the hazard is mitigated. A competitive bid process was conducted (Bid number B14211311005) to select qualified contractors to provide this service.

The Community Development Department seeks to have three contractors available to provide timely weed abatement and debris removal services on all parcels identified in the approved City Council Resolution 2014-0042.

Policy Considerations: The recommendations in this report are consistent with AP-4101 – Procurement of Non-Professional Services. City Code section 3.56.230(c) authorizes the City Council to suspend competitive bidding for the purchase of services or supplies when, upon a two-thirds vote, the City Council determines it is in the best interest of the City to do so.

Environmental Considerations: This report concerns administrative activities that will not have a significant effect on the environment.

California Environmental Quality Act (CEQA): This project is exempt from CEQA because it does not have the potential for causing a significant effect on the environment. (CEQA Guidelines §15061(b)(3).)

Sustainability Considerations: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: It is critical to continue this program in order to address the nuisances and unsafe conditions created when vacant lots are not in compliance with Sacramento City Code as well as other related laws. When this program resided in the Fire Department, they had retained multiple contractors in order to meet the needs of the City in the time provided. The Community Development Department wishes to continue in this fashion to ensure abatement occurs to avoid fire hazards as well as to remain in compliance with Government Code §39560 et seq. (eliminate hazards to the health, safety and well-being of the citizens of the City of Sacramento).

Therefore, staff recommends that City Council suspend competitive bidding and award contracts to the three lowest, responsible bidders from bid number B14211311005. The three lowest, responsible bidders were Hunter Services, Inc., Emerald Site Services and Habitat Restoration Services.

BID RESULTS

BID NO. B14211311005 – WEED ABATEMENT AND DEBRIS REMOVAL SERVICES

Bidder	Bid Total	5% LBE Preference	Evaluation Total
Hunter Services, Inc.	\$275,300.00	<\$13,765.00>	\$261,535.00

Emerald Site Services	\$285,400.00	None	\$285,400.00
Habitat Restoration Sciences	\$331,975.00	<\$16,598.75>	\$315,376.25
Paul Cordell	\$335,900.00	<\$16,795.00>	\$319,105.00
H & N Enterprises	\$508,570.00	None	\$508,570.00
Gray Construction and Securement Services	\$1,339,750.00	<\$66,987.50>	\$1,272,762.50
JFD Enterprises	\$1,353,770.00	None	\$1,353,770.00
Parker Landscape	\$2,696,970.00	<\$134,848.50>	\$2,562,121.50
Thompson Landscaping	\$3,522,682.76	None	\$3,522,682.76

Recommend Award of Contract To:

Hunter Services, Inc.
 2847 Norcross Drive
 Sacramento, CA 95833
Total Bid Amount: \$275,300.00

Emerald Site Services
 9883 Kent Street
 Elk Grove, CA 95624
Total Bid Amount: \$285,400.00

and

Habitat Restoration Sciences, Inc.
 980 9th St., Ste 1750
 Sacramento, CA 95814
Total Bid Amount: \$331,975

Total Amount of Award: \$750,000 for a total possible term of three years

Financial Considerations: There is sufficient funding available in the Community Development Department operating budget to support the contracted annual amount of \$250,000 for Fiscal Year 2014. These are three annual contracts, each with two additional one-year options for a total not-to-exceed amount for all three contracts of \$750,000.00 over a three (3) year period. Any unused funds during a contract year may be used during the additional optional years, provided that there are sufficient budgetary resources available in the subsequent fiscal years.

Local Business Enterprise (LBE): Hunter Services, Inc. and Habitat Restoration Sciences are LBE participants. Emerald Site Services is not at this time.

BACKGROUND

The City of Sacramento's Weed and Rubbish Abatement Program, administered by the Sacramento Fire Department, was initiated on July 10, 1969 and has been in effect since the City of Sacramento first adopted the standards for weed and rubbish abatement. The program was established to ensure the timely removal of weeds and rubbish from private property within the City limits. (Sacramento City Code, Chapter 8.28, Weed and Rubbish Abatement).

In 2012 the Code Compliance division of the Community Development Department assumed responsibility for the vacant lot weed abatement program, previously managed by the Fire Department. This program fits in with the mission and vision for the Community Development Department as it is a program established to ensure the public is free of nuisances as well as health and safety hazards, aligns with the City's vision of ensuring a healthy environment for its residents, and thus promotes a better quality of life.

The City awards contracts to vendors for performance of these services when private landowners fail, following adequate notice, to remove weeds or rubbish from their property. Failure to abate properties as required poses a potential fire hazard to the community. Work orders for weed and rubbish abatement services are issued to contractors whenever such services are deemed necessary by the Code Compliance Division of the Community Development Department. Since the program's inception, the City has awarded contracts for the disking and mowing of weeds and removal of rubbish and debris for approximately 2,000 privately owned parcels annually.

Historically, the Fire Department has utilized the competitive bid process to select private contractors to provide weed and rubbish abatement services associated with its program. Once bids were received and reviewed, the lowest two or three bidders were selected, thus necessitating the need to suspend the competitive bidding process for awarding purposes. This method has proven to be efficient and effective to ensure that abatements are completed by the end of the season. Since the Community Development Department does not have the equipment or resources to perform weed abatements, the department has decided to continue with the practice of utilizing private contractors for this program. The number of properties that require weed abatement within the City dictates the use of more than one contractor to abate within an efficient and timely manner prior to the start of fire season. Therefore it is in the City's best interests to suspend competitive bidding to ensure timely abatement of vacant lot weed abatement. This will ensure that the properties declared as a nuisance will be abated in the most efficient and timely manner in order to mitigate fire hazard. The contracts will be awarded to the three lowest qualified responsible bidders from the competitive bid process. (Bid number B14211311005).

RESOLUTION 2014-
Adopted by the Sacramento City Council
March 11, 2014

**SUSPENDING COMPETITIVE BIDDING AND AWARDING CONTRACTS FOR
VACANT LOT WEED ABATEMENT SERVICES**

BACKGROUND

- A. The Code Compliance division of the Community Development Department is responsible for vacant lot weed abatement and debris removal for lots that have been deemed an immediate or pending public health and safety hazard. This service is critical for the residents of the City of Sacramento to ensure that citizens can live in a healthy environment, thus promoting good quality of life.
- B. The Community Development Department (CDD) does not have the equipment or resources to perform weed abatements and this service has always been contracted out, as allowed by Sacramento City Code Section 8.28.020.
- C. On 11/27/2013, the CDD issued a request for bids for vacant lot weed abatement services to be performed for a maximum period of three years (Bid number B14211311005). Nine bids were received. The lowest bid was submitted by Hunter Services, Inc., followed by Emerald Site Services, and Habitat Restoration Sciences.
- D. Normally, when nonprofessional services are competitively bid, the City Council is asked to award a single contract to the lowest responsible and responsive bidder. However, in this case the number of properties that require weed abatement within the City in the timeline specified necessitates the use of more than one contractor to complete abatement in an efficient and timely manner prior to the start of fire season. City staff has recommended awarding three contracts to the three lowest responsible and responsive bidders. To award multiple contracts it is necessary to suspend competitive bidding.
- E. City Code Section 3.56.230(c) authorizes the City Council to suspend competitive bidding for the purchase of nonprofessional services when, upon a two-thirds vote, the City Council determines it is in the best interest of the City to do so. It is in the best interests of the City to suspend competitive bidding and award contracts for vacant lot weed abatement services to the three lowest responsible and responsive bidders on Bid number B14211311005, because this will ensure that the properties declared as a nuisance will be abated in the most efficient and timely manner in order to mitigate fire hazard prior to the start of fire season.

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

1. It is in the best interests of the City to suspend competitive bidding for vacant lot weed abatement services.
2. Competitive bidding is suspended for vacant lot weed abatement services.
3. Contracts for vacant lot weed abatement services are awarded to Hunter Services, Inc., Emerald Site Services, and Habitat Restoration Sciences, for a total cumulative dollar amount not-to-exceed \$750,000 over a period of three years.

Adopted by the City of Sacramento City Council on March 11, 2014 by the following



City of Sacramento

Tax ID # if applicable:

Requires Council Approval: No **YES** Meeting: 3/11/14

Real Estate Other Party Signature Needed Recording Requested

General Information

Type: Non Professional Services PO Type: Formal Bid-Non-Prof Service		Attachment: Original No.:
\$ Not to Exceed: \$750,000 for all three related contracts		Original Doc Number:
Other Party: Emerald Site Services		Certified Copies of Document::
Project Name: Vacant Lot Weed Abatement		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number:	Bid Transaction #: B14211311005	LBE:

Department Information

Department: Community Development
 Project Mgr: Noel Eusebio
 Contract Services: Stacey Chatman
 Phone Number: 916-808-8793

Division: Code Compliance
 Supervisor: Bob Rose
 Division Mgr: Ron O' Connor
 Date: 1/31/14
 Org Number: 21000

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:		
Accounting:	FPR	2/4/14
Contract Services:	SC	2/3/14
Supervisor:	FPC	2/4/14
Division Manager:	RAO	2-12-14

City Attorney	Signature or Initial	Date
City Attorney:	[Signature]	2/24/14

Send Interoffice Mail Notify for Pick Up

Authorization	Signature or Initial	Date
Choose Director		
Department Director:		
City Mgr: yes <input type="checkbox"/> No <input type="checkbox"/>		

Contract Cover/Routing Form: Must Accompany ALL Contracts;
however, is not part of the contract. (01-01-09)

For City Clerk Processing

Finalized:

Initial: _____

Date: _____

Imaged:

Initial: _____

Date: _____

Received:
(City Clerk Stamp Here)

PROJECT #: B14211311005
PROJECT NAME: Vacant Lot Weed Abatement
DEPARTMENT: Community Development
DIVISION: Code Compliance
CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of 3/1/2014, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Emerald, Inc. 9883 Kent Street Elk Grove, CA 95624
(916) 685-7211 Phone/(916) 686-1826 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: _____

ATTEST:

Print name: Max Fernandez

Title: Director

City Clerk

For: John F. Shirey, City Manager

APPROVED TO AS FORM:



City Attorney

Attachments

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

CONTRACTOR:

Emerald, Inc.
NAME OF FIRM

45-3991150
Federal I.D. No.

009-4362-1
State I.D. No.

1012516
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

AUSTIN GOWERS, VP OPERATIONS
Print Name and Title

Additional Signature (if required)

Print Name and Title

**DECLARATION OF COMPLIANCE
Living Wage Ordinance**

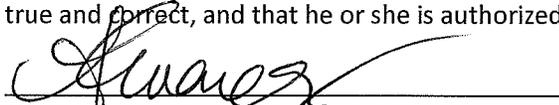
Name of Contractor: _____ Emerald, Inc. _____

Address: _____ 9883 Kent Street Elk Grove, CA 95624 _____

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

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

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


Signature of Authorized Representative

Date: January 29, 2014

Print name: ARNOLD D. EDWARDS

Title: VICE PRESIDENT OPERATIONS

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: _____ Emerald, Inc. _____

Address: _____ 9883 Kent Street Elk Grove, CA 95624 _____

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

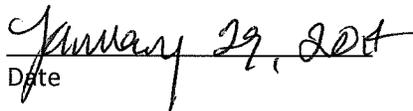
representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

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:

Stacey Chatman/Admin Analyst
300 Richards Blvd-3rd Floor, Sacramento, CA 95811
(916) 808-8793 Phone/(916) 808-7722 Fax/schatman@cityofsacramento.org E-mail

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:

Austin D. Edwards/VP of Operations
Emerald, Inc. 9883 Kent Street Elk Grove, CA 95624
(916) 685-7211 Phone/(916) 686-1826 Fax/ colleen@emeraldss.com

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

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

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

- 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.

The services described herein shall be provided during the period of one year from the date of the execution of this agreement. The City shall have the options to extend the time of performance for additional one (1) year terms up to a total agreement term of three (3) years, including the initial term and all extensions.

SCOPE OF WORK
VACANT LOT WEED ABATEMENT AND DEBRIS REMOVAL SERVICES

1. General

The Contractor(s) shall be responsible to conduct Vacant Lot Weed Abatement and Debris Removal services for the City of Sacramento. Three Contractors will be selected to work under contract to the City. Contractors will be assigned a section of the City and anytime a manifest is available the City will call upon the Contractor.

All work shall be done in accordance with applicable provisions of this bid. Work to be covered under this contract includes, but is not limited to, furnishing all labor, materials, tools, equipment, transportation, and all incidentals involved in the removal of weeds and refuse from identified parcels in the City of Sacramento. **No additional fees or surcharges will be allowed.** This is a City of Sacramento wide contract but the main users of this contract will be the Community Development Department. The cumulative annual not to exceed amount for all three Contractors is \$250,000, for a cumulative maximum total of \$750,000 covering the span of two optional years.

2. Definitions

- a. **Weed Abatement.** The removal of plants or grasses that pose a fire hazard.
- b. **Debris.** Rubble, wreckage, litter, discarded garbage/refuse/trash, scattered remains of something destroyed or disregarded.
- c. **Residential Parcel.** For the purposes of this contract, a residential parcel shall be a parcel with residential zoning, three or less residential units with garages and sheds on it and no other uses on the parcel.
- d. **Commercial Parcel.** For the purposes of this contract, a commercial parcel shall be any parcel that is not considered a residential parcel.
- e. **Vacant Lot.** A lot void of a structure or recognized tenants
- f. **Brush Management.** Managing brush, trees, shrubs and the like on or around a lot

3. Location of Work

The property upon which the abatement work shall be done can consist of streets, parkways, sidewalks, alley ways or private property, vacant or otherwise, upon which weeds or refuse have become a nuisance. Contractors shall coordinate with the City of Sacramento Community Development Department on location(s) and date(s) of requested abatement. Maps and locations will be furnished at time of assignment. It will be the intent of the Community Development Department to combine, whenever possible, work locations which are in proximity to each other. Work prior to the season will be conducted on City owned properties.

4. Description of Services

The abatement services shall be performed on residential and commercial parcels/lots to ensure that growing, present and/or excess weeds and brush don't become a hazard to the properties around them from being dry and or high during the spring/summer months. Contractor shall furnish all labor, materials, tools, equipment, transportation, and all incidentals involved in the performance of the services. The work shall be performed by a Contractor licensed by the State of California. Contractor shall have at least one (1) year of actual, satisfactory experience in providing similar services for commercial and/or governmental entities.

The Contractor will be responsible for coordinating requirements with the City. The Contractor is responsible for a pre-work inspection and a post-work inspection to ensure completion of all work in accordance with these specifications. The Contractor will accept each service area in their present physical condition. In addition, no further demands may be made by the Contractor for additional service fees due to a lack of understanding concerning the specifications described herein.

The Contractor shall check concrete areas, sidewalks, curbs, brick and retaining walls, etc., for cracks, crevices, graffiti, and deterioration and shall report any deterioration or graffiti to the City representative immediately.

The abatement season generally is from April 16th through October 31st, however, City properties may need to be abated at any given time throughout the year.

5. Period of Performance

The services described herein shall be provided upon award and 365 days thereafter. The City, in its sole discretion, may elect to exercise the options to extend this Agreement up to two (2) one-year option periods. This Agreement shall not exceed a total of three (3) years.

6. Notification Procedure

Property owners will have been notified that they will have until April 15th (depending on weather conditions) to abate their property and all contractors should be prepared to start abatement action on that date. Should a contractor fail to proceed when notified, the contract may be canceled and awarded to the next lowest bidder.

The City of Sacramento Community Development Department will inspect all parcels in a specified area and email the contractor a list of parcels in that area which the contractor is to abate. No work shall be done on any parcel unless this notice is given. The approval to start work on specified parcels is automatically cancelled if work is not started within forty-eight (48) hours of the approved starting date. If the City notifies a contractor prior to abatement to remove a parcel from the list provided, the parcel shall be deleted from the contract and no work shall be done on the parcel. No payment will be made for abatement work on any parcel unless the above conditions are met.

The Contractor shall not proceed on lots upon which the following conditions are observed:

1. A lot upon which construction has started
2. A lot upon which an obvious attempt has been recently made to eradicate the weeds and/or remove rubbish and debris.
3. Agricultural land unless directed by the City of Sacramento Community Development Department

Upon observing any of the above circumstances, the Contractor shall immediately notify the City of Sacramento Community Development Department by email of its existence. Staff shall inspect said lot and/or lots and determine whether or not the areas shall be included or deleted from the contract. Any Contractor who violates these conditions will be removed from the contractor list and will be suspended from abatement work for the City of Sacramento. In the event of an immediate fire hazard, the Contractor has 24-hours to complete all work.

7. Points-of-Contact

The point of contact for contractual or technical issues is Stacey Chatman.

Stacey Chatman/Administrative Analyst
300 Richards Bl, 3rd Floor
Sacramento, CA 95811
Phone: (916) 808-8793 Fax: (916) 808-7722
Email: schatman@cityofsacramento.org

The point of contact for payment or invoicing is the CDD Accounting Group.

Community Development Department/Accounting
300 Richards Blvd, 3rd Floor
Sacramento, California 95811
Phone: (916) 808-6515
Email: CDD-Accounting@cityofsacramento.org

8. Deliverables

All work shall be done in accordance with applicable provisions of this bid. Work to be covered under this contract includes but is not limited to furnishing all labor, materials, tools, equipment, transportation, and all incidentals involved in the abatement of weeds and minor debris removal from identified parcels/lots within the City of Sacramento boundaries.

The contract shall be non-exclusive and the City of Sacramento expressly reserves the right to contract with others to remove weeds and/or refuse under special assessment proceedings or otherwise.

9. Timely Completion

The Contractor shall have 48-hours from the date the notification to proceed and complete all work as agreed to by both parties in accordance with the Scope of Work. All work shall be done in accordance with applicable provisions of this bid. Contractor shall have work completed and invoices emailed for work completed to the City within 2 weeks, unless otherwise approved by the City.

10. Equipment

Equipment not suitable to produce the quality of work required will not be permitted to operate on the project. The Contractor shall provide adequate and suitable equipment to meet the requirements of this contract, and when ordered by the Community Development Department, remove unsuitable equipment from the work site. General equipment that the Contractor should have ready and in their possession are: high brush mower, tractor, weed eaters, trailer (for dumping debris and green waste) and tandem discs.

11. Special Conditions

Property adjacent to sidewalks, parkways, and fence lines must be cleaned, mowed or trimmed to acceptable standards. Weeds must be removed along fences and on park strip.

12. General Work Requirements

The work shall be performed by a Contractor licensed by the State of California. Contractor shall have at least one (1) year of actual satisfactory experience in providing landscape maintenance services for commercial and/or governmental entities.

The Contractor will be responsible for coordinating requirements with the City. The Contractor is responsible for a pre-work inspection and a post-work inspection to ensure completion of all work in accordance with contract specifications. The Contractor will be accepting each service area in their present physical condition.

In addition, no further demands may be made by the Contractor for additional service fees due to the lack of understanding concerning the specifications and Scope of Work described herein.

The Contractor shall check concrete areas, sidewalks, curbs, brick and retaining walls, etc., for cracks, crevices, graffiti, and deterioration and shall report any deterioration or graffiti to the City representative immediately.

a. Performance Standards for Eradication by Discing

Heavy-duty tractors and heavy-duty tandem discs (5'-8') shall be used. Discs shall be set at an angle sufficient to cut the sod growth loose and turn the existing growth under and each discing shall destroy and bury the growth of weeds existing at that time.

Discing equipment shall be operated so as not to break or damage concrete sidewalks, or other public improvements.

Equipment not suitable as dictated by best practice or industry standards to accomplish the type of discing specified will not be allowed.

Each discing shall leave the property clean, reasonably smooth and in an acceptable condition, as determined by the City.

In some cases lots will require two (2) discings as determined by the City. Unless otherwise specified the second discing shall not occur before thirty (30) days have elapsed from the date of the first discing.

Parcels over fifteen (15) acres in size shall have a firebreak disced of at least one hundred fifty (150) feet in width around the entire perimeter of the property, instead of discing the entire parcel, unless otherwise specified by the City of Sacramento Community Development Department.

Prior to discing operations, all debris including stones, limbs, etc., shall be removed.

b. Performance Standards for Eradication by Mowing

Mowing of lots may be allowed as an alternate method of abatement of weeds on certain lots, however, mowing will not be allowed where firebreaks are required.

Lots on which weeds and/or dry grass are mowed shall be cut to a height not to exceed 2 inches. Weeds and/or dry grass so mowed shall be removed from the premises and not allowed to remain on the lot, sidewalk or street.

Prior to mowing operations, all debris including stones, limbs, etc., shall be removed.

c. Performance Standards for Debris/Refuse Removal

The Contractor shall remove from each lot designated to be mowed, all debris/refuse that will prevent mowing as herein specified.

Large amounts of debris/refuse and/or unknown materials found on a lot shall be immediately brought to the attention of the City of Sacramento, Community Development Department prior to removal.

After each mowing, the Contractor shall remove debris/refuse from these lots so as to leave the property reasonably clear of such debris/refuse.

d. Leaf Blower Requirements – Within 200 Feet of any Resident Property

The use of portable gasoline-powered blowers, within 200 feet of any residential property, is restricted to the hours from 9:00 a.m. to 4:00 p.m., Monday through Saturday, and 10:00 a.m. to 4:00 p.m. on Sunday.

Blowers cannot exceed 70dBA when used within 200 feet of any residential property and may require mufflers or other modifications to meet the 70 dBA limit. Blowers purchased after November 15, 1995 cannot exceed 65dB's when used within 200 feet of any residential property.

e. Leaf Blower Requirements – More than 200 Feet of any Resident Property

There are no restrictions for: (1) Hours of operation; (2) Maximum sound levels for existing equipment; or (3) maximum sound levels for new equipment.

f. Performance Standard Debris/Refuse Removal

Contractor shall remove from each lot designated to be disced and/or mowed all debris/refuse and/or unknown materials found on the lot/parcel that may prevent discing and/or mowing as specified.

Large amounts of debris/refuse and/or unknown materials found on a lot shall be immediately brought to the attention of the City of Sacramento Community Development Department.

Parcels over fifteen (15) acres in size will have the debris/refuse removed from the firebreak area only, unless otherwise specified.

Sidewalks and parkways are considered part of the lot and shall be cleaned to acceptable standards (free of weeds, debris, refuse, rocks, dirt, etc.) so as to cause no obstruction to pedestrian traffic.

g. Dump Fees and Hauling Debris and Green Waste

The Contractor shall remove all debris that obstructs a parcel/lot from being disced/mowed prior to abatement. All clippings, trimmings, bushes and all green waste as a result of the abatement shall also be removed. Upon completion of abatement the Contractor shall haul off all debris and waste. If there is enough debris that it requires a trip to the dump the Contractor shall ensure that the dump fee and related charges are charged to the parcel/lot where the debris originally resided.

All junk and debris that is hauled off may be charged according to the pricing schedule. All green waste and brush should be factored in the price per lot/parcel.

Should a property owner contest the charges for abatement and/or associated dump fees, the City has the right to call the Contractor to appear at the hearing. Should the Hearing Examiner find that the charges were not invoiced according to the parcel/lot in question the amount that the Hearing Examiner waives will be subtracted from the Contractor's payment.

h. Trimming Low Hanging Tree Limbs and/or Saplings

As directed by the City, certain parcels/lots may need to have trees which hang low on the parcel and/or saplings trimmed back or removed. For saplings removal is considered as either complete removal or ensuring they are level to the ground. This will be charged as debris removal and hand labor rate per the pricing schedule.

i. Locked Gates

Any parcel/lot on the manifest provided by the City that is fenced and locked shall not be abated but the Contractor shall contact City staff immediately. Locked gates include any gate that is locked, despite any gaping holes or breeches.



j. Digital Photographs of Job Sites

Digital pictures are required of each parcel/lot where services are rendered. Pictures are required to ensure that the condition of the property prior to abatement, work progress and the completed abatement are captured.

Each photograph must be date/time stamped. Photos shall be saved/indexed by parcel number and the date of abatement by the Contractor.

Pre-Abatement Photos: photographs taken, in sufficient numbers and detail, prior to commencement of the work, to show original site conditions with fixed vantage points.

Progress Photographs: Photographs, taken throughout the duration of abatement at regular intervals and from fixed vantage points that document progress of work.

Finished Photographs: Photographs taken, in sufficient numbers and detail, upon completion of the work to show the abated conditions with fixed vantage points.

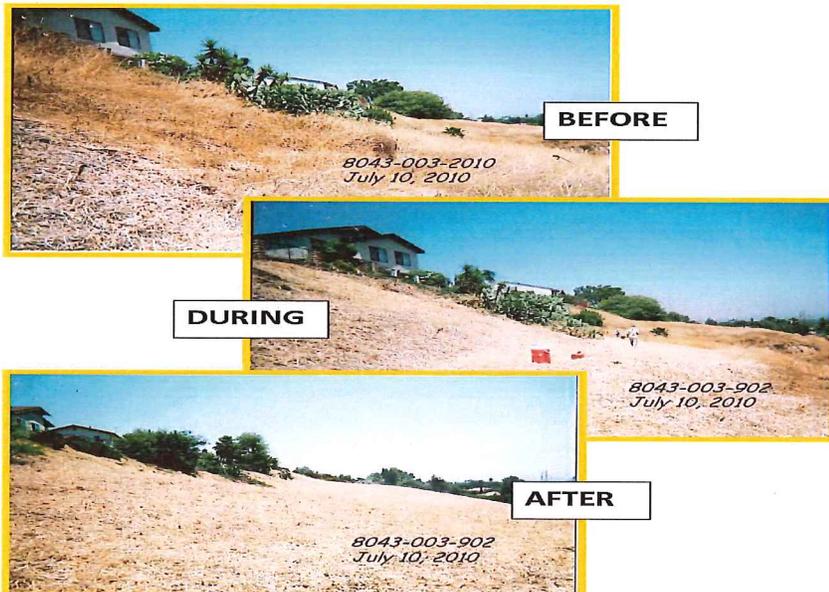
An approved City vantage point or reference point is an orange safety cone that has a mark which indicates 12" (as seen below).



The Contractor is required to maintain a database of pictures for all jobs completed for this project keeping them on file in their office or a secured, weather and temperature proof, off-site storage, for a period of two years from the date of abatement.

These pictures will be utilized in the event that a property owner protests abatement charges. If a protest is received, City staff will reach out to the Contractor and specify that they need pictures by providing the Parcel number and date of abatement. If a set of photos is requested the Contractor has 48 hours to email the photos to City staff. If the Contractor does not produce the photographs and/or the photographs are not per the standard outlined, the Contractor shall be liable for any costs incurred from the protest process.

Following are examples of good photographs, keep in mind these are samples only, they do not contain the necessary date/time stamp nor a reference point.





13. Unscheduled/Extra Work

The City representative may authorize the Contractor to perform additional unscheduled work, in accordance with the Scope of Work, when the need for such work arises. All unscheduled work shall have the prior authorization of the City prior to commencement. The amount of time each unscheduled job may take is subject to negotiation with the City. The Contractor may not change the scheduled maintenance day or work force to do unscheduled/extra work unless authorized by the City representative.

a. Estimate of Unscheduled/Extra Work

Prior to commencement of any unscheduled/extra work, the Contractor shall provide a written estimate of labor and materials to the City representative if requested. No work shall commence without a written estimate. This written estimate will be reviewed and if approved, signed by the City representative prior to commencement of work. Upon completion of the work it will be inspected by the City representative, initialed and dated. A copy of the written estimate will be submitted along with the invoice. Failure to provide the estimate will result in a delay in payment to the Contractor. Failure to provide an estimate within a reasonable amount of time as determined by the City will result in a non-payment to the vendor. Notwithstanding the above, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Inspector may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor.

14. Contact Requirements

The contractor shall provide the City with a method of field contact (i.e. mobile phone number or pager number) for use during normal business hours.

15. Payment and Invoicing

Parcels shall be inspected by the Community Development Department and shall only be certified for payment if the inspection establishes that the work is satisfactorily completed according to these specifications.

Contractor payment will be based on the square footage actually mowed or disced as indicated in the manifest provided by the City. The contractor shall submit one invoice in Excel, completed and emailed to the City representative every two weeks or sooner from the receipt of the manifest and upon completion of work.

Invoices, including all back-up documentation, will be emailed to:
 Noel Eusebio (neusebio@cityofsacramento.org) and
 our general accounting staff(CDD-Accounting@cityofsacrametno.org)

Each invoice shall include the following information:

- i. Job Name-Description of Service
- ii. Date of Invoice Issuance
- iii. Sequential Invoice Number
- iv. City's Purchase Order Number
- v. Amount of the Invoice
- vi. Parcel Number or address of the property abated;
- vii. Date the abatement was performed;
- viii. Type of work performed, and any additional fees for trash/debris removal;
- ix. Photographs (if called for)

Back up documentation consists of photographs as specified in Paragraph 12(h). These will not be required to be submitted with each invoice, however, they must remain on record with the Contractor for a minimum of two years and be available upon request.

See sample below

1	2	Address	APN #	Site of Acre	Lot Code	Date Completed	1st Disk-Mow \$	2nd Disk-Mow \$	General Cleanup \$	HAUL	Lot Code J or K \$	Total	Notes	Ref of Lot size information			
3	1											\$ -		Size of Lot/Parcel	Lot Code	1st Disk-Mow	2nd Disk-Mow
4	2											\$ -		1 through 2,500 sq ft	A	\$ 21.00	\$ 21.00
5	3											\$ -		2,501 through 5,000 sq ft	B	\$ 78.75	\$ 52.50
6	4											\$ -		5,001 through 10,000 sq ft	C	\$ 89.25	\$ 57.75
7	5											\$ -		10,001 through 15,000 sq ft	D	\$ 94.50	\$ 63.00
8	6											\$ -		15,001 through 20,000 sq ft	E	\$ 99.75	\$ 68.25
9	7											\$ -		20,001 through 25,000 sq ft	F	\$ 105.00	\$ 73.50
10	8											\$ -		25,001 through 35,000 sq ft	G	\$ 110.25	\$ 76.65
11	R											\$ -		35,001 sq ft through 35,000 sq ft	H	\$ 115.50	\$ 78.75
12	10											\$ -		35,001 up to 1 acre	I	\$ 120.75	\$ 84.00
13	11											\$ -		1 acre through 5 acres (per acre)	J	\$99.75/acre x 500 acres	
14	12											\$ -		More than 5 acres (per acre)	K	\$94.5 per acre x 500 acres	
15	13											\$ -					
16	14											\$ -					
17	15											\$ -					
18	16											\$ -					
19	17											\$ -					
20	18											\$ -					
21	19											\$ -					

The initial worksheet will be the manifest (the work given/completed). The second worksheet is the actual invoice which will filter through from the manifest.

	A	B	C	D	E	F	G	H
1	Remit Payment To:						Invoice Date:	
2		ABC Company					Invoice Number:	
3		123 Pine St						
4		Sacramento, CA 95888					Due Date:	1/31/1900
5								
6								
7	Bill To:							
8		CITY OF SACRAMENTO						
9		Community Development Department						
10		300 Richards Boulevard						
11		Sacramento, CA 95811						
12								
13								
14								
15	# of Lots	Service Period	Description				Amount	
16			Weed abatement and/or debris removal services.					
17			1st Disk - Mow				\$	-
18			2nd Disk - Mow				\$	-
19			General Cleanup				\$	-
20			Garbage Cleanup				\$	-
21			Other Services - (SPECIFY)				\$	-
22								
23			TOTAL AMOUNT DUE:				\$	-
24								

16. Failure to Perform

Failure to perform in accordance with the Scope of Work, within the timeframes detailed will result in a "Cure Notice." The City representative will provide the Contractor with a written "Cure Notice" notifying the Contractor that he has 24-hours to "cure" or rectify the situation. The City has the right to bring in another Contractor to complete work in accordance with the Scope of Work, charges associated with the reprocurement will be assigned to the Contractor. Receipt of two (2) "Cure Notices" in a 90 day period may result in the contract being terminated and any contract reprocurement costs may be charged to the contractor.

17. Damage Caused by the Contractor

Any damage to either public or private property which was caused by the Contractor shall be repaired or replaced at the Contractor's expense and to the City's satisfaction. Damages may be the result of, but not limited to: Power equipment damage to trees, shrubs, turf, and sprinklers.

Minor damage to trees such as bark loss from impact of mowing equipment shall be checked by the City Inspector. If in the Inspector's judgment the damage is such that it will stunt or weaken growth, the tree shall be removed and replaced at the Contractor's expense to comply with the specific instructions of the inspector.

Minor damage to shrubs may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the specific instructions of the inspector.

18. Safety

The contractor agrees to accept the sole responsibility for complying at all times with local, County, State, or other legal requirements including but not limited to full compliance with the terms of OSHA and Cal OSHA Safety Orders, and the Sacramento City Code to protect all persons, including employees from foreseeable injury, or damage to property.

It is the Contractor's responsibility to inspect and identify any conditions that render any portion of the maintenance area unsafe, as well as unsafe practices occurring thereon. The City representative shall be notified immediately of any unsafe condition that requires correction.

Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring in the maintenance area, including a complete written report thereof to the City representative within five (5) business days following the occurrence.

It shall be the Contractor's responsibility to supply all safety equipment and to educate their employees in the rules of safety. Safety vests are to be worn at all times while working on City property.

19. Hours and Days of Service

Contractor shall perform the required maintenance services between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Contractor may work on Saturdays only with the City's approval. Any modification in the hours and days of maintenance as previously stated must be approved in advance by the City's representative.

20. Contractor's Staff

The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. All of the Contractor's staff shall be supervised by a qualified supervisor in the employ of the Contractor.

The Contractor shall provide a competent supervisor during all times that work is being performed. The supervisor must have the authority to represent and act for the Contractor in any matter pertaining to this contract. Upon award of the contract, the Contractor is to provide a list of all such supervisors to the City's contractual point of contact, Paragraph 7. Supervisors must be able to communicate verbally and in writing, in English with the City's representative with fixed office(s) within 50 miles of City Hall.

Contractor shall have staff dedicated to this project full-time.

Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the City's representative, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while working on this contract, shall be removed from all work under his contract.

Contractor's staff shall wear uniforms with the Contractor's company name, proper shoes, or other gear as required by State of California, Safety Regulations. If uniform shirts have buttons, they must be buttoned at all times. No advertisements or logos other than the Contractor's shall be on employee's uniforms. Contractor's employees shall be clean in appearance at the start of each workday.

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR and all other contractors awarded a contract for services resulting from B14211311005 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 \$250,000 per year.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services for each job that the CONTRACTOR is awarded pursuant to paragraph 1 of Attachment 1 to Exhibit A, in accordance with the bid submitted.
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:

Community Development Department
300 Richards Bl, 3rd Floor; Sacramento, CA 95811
(916) 808-6515 Phone/(916) 808-7722 Fax

Attn: CDD Accounting

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

ATTACHMENT 1 EXHIBIT B

Item No.	Size of Lot/Parcel	1 st Disc or mow	Subsequent Disc or mow
		Unit Price	Unit Price
1	1 through 2,500 sq. ft	\$70.00	\$55.00
2	2,501 through 5,000 sq. ft	\$70.00	\$55.00
3	5,001 through 10,000 sq. ft	\$100.00	\$55.00
4	10,001 through 15,000 sq. ft.	\$100.00	\$60.00
5	15,001 through 20,000 sq. ft	\$100.00	\$60.00
6	20,001 through 25,000 sq. ft	\$100.00	\$60.00
7	25,001 through 30,000 sq. ft	\$133.00	\$75.00
8	30,001 through 35,000 sq. ft	\$133.00	\$75.00
9	35,001 up to 1 acre	\$133.00	\$75.00
10	1 acre through 5 acres (per acre)	\$55.00	\$55.00
11	More than 5 acres (per acre)	\$50.00	\$55.00
Item No.	SPECIAL TRASH/DEBRIS REMOVAL COSTS		
	Item Description	Unit Price	
12	FRONT END LOADER	\$75.00 p/Hour	
13	DEBRIS REMOVAL	\$75.00 p/Cubic Yard	
14	HAND LABOR RATE	\$35.00 p/Hour	

NOTE: Payment for firebreaks will be based on the square footage actually disced or mowed (not on the total area of the lot/parcel).

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [check one] Not furnish any facilities or equipment for this Agreement; or
 furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

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

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

7. CONTRACTOR Information.

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

8. Standard of Performance. CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers

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

9. Term; Suspension; Termination.

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

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type

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

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

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars

(\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

F. Subcontractors

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

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

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

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
 - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
 - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales

and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

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

EXHIBIT E

LIVING WAGE REQUIREMENTS (Nonprofessional Service Agreement)

The Living Wage Ordinance

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

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

Contracts and Contractors Covered by the LWO

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

Contract Type

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

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

Contract Amount

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

Contractor Size

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

Subcontract Amount

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

Subcontractor Size

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

Payment of Living Wage to Covered Employees

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

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

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

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

The minimum compensation required is as follows:

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

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

Notification to Covered Employees

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

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

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

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

Subcontractor Compliance

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

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

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

No Reduction in Non-Wage Benefits

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

No Retaliation

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

No Reduction in Collective-Bargaining Wage Rates

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

Violations and Monitoring

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

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

Declaration of Compliance

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

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

Additional Information

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

EXHIBIT F

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

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

DEFINITIONS

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

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

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

- (a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.
- (b) The Contractor shall give each existing employee working 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^{3/1/14}..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for^{Vacant Lot Weed Abatement}..... (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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM**

SCHEDULE

NAME OF PERSON OR ORGANIZATION

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

the qualifying language above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

EXCLUSION

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of

Endorsement EFFECTIVE DATE: SEE DEC

Endorsement EXPIRATION DATE: SEE DEC

CG 20 10R 12 11

Page 1 of 1

Includes copyrighted material of Insurance Services Office, Inc., with its permission



Requires Council Approval: No YES Meeting: 3/11/14

Real Estate Other Party Signature Needed Recording Requested

General Information

Form with fields: Type: Non Professional Services, PO Type: Formal Bid-Non-Prof Service, Attachment: Original No., Original Doc Number, \$ Not to Exceed: \$750,000 for all three related contracts, Other Party: Habitat Restoration Sciences, Certified Copies of Document, Project Name: Vacant Lot Weed Abatement, Deed: None/Included/Separate, Project Number, Bid Transaction #: B14211311005, LBE:

Department Information

Department: Community Development Division: Code Compliance
Project Mgr: Noel Eusebio Supervisor: Bob Rose
Contract Services: Stacey Chatman Date: 1/31/14 Division Mgr: Ron O' Connor
Phone Number: 916-808-8793 Org Number: 21000

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows for Project Mgr, Accounting, Contract Services, Supervisor, Division Manager.

Table with columns: City Attorney, Signature or Initial, Date. Row for City Attorney.

Send Interoffice Mail (checked) Notify for Pick Up

Table with columns: Authorization, Signature or Initial, Date. Rows for Choose Director, Department Director, City Mgr.

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing Finalized: Initial, Date, Imaged: Initial, Date, Received: (City Clerk Stamp Here)

PROJECT #: B14211311005
PROJECT NAME: Vacant Lot Weed Abatement
DEPARTMENT: Community Development
DIVISION: Code Compliance
CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of 3/1/2014, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Habitat Restoration Sciences, Inc. 980 9th St., Ste 1750 Sacramento, CA 95814
(760) 479-4210 Phone/(760) 479-4190 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: _____

ATTEST:

Print name: Max Fernandez

Title: Director

For: John F. Shirey, City Manager

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:

Habitat Restoration Sciences, Inc.

NAME OF FIRM

20-1111523

Federal I.D. No.

24140899

State I.D. No.

1014125

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

Mark Girard, President

Print Name and Title



Additional Signature (if required)

Peter Trotta, Assistant Secretary

Print Name and Title

DECLARATION OF COMPLIANCE
Living Wage Ordinance

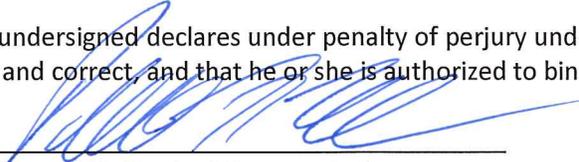
Name of Contractor: Habitat Restoration Services, Inc.

Address: 980 9th Street, Ste 1750 Sacramento, CA 95814

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

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

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



Signature of Authorized Representative

Date: 02/03/2014

Print name: Peter Trotta

Title: Assistant Secretary

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: Habitat Restoration Sciences, Inc.

Address: 980 9th Street, Ste 1750 Sacramento, CA 95814

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

02/03/2014

Date

Peter Trotta

Print Name

Assistant Secretary

Title

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Stacey Chatman/Admin Analyst
300 Richards Blvd-3rd Floor, Sacramento, CA 95811
(916) 808-8793 Phone/(916) 808-7722 Fax/schatman@cityofsacramento.org E-mail

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:

Mark Girard/President
980 9th Street, Ste 1750 Sacramento, CA 95814
(760) 479-4210 Phone/(760) 479-4190 Fax/mgirard@hrs.dudek.com 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. *[Describe services to be provided here, or, if scope of services is described in an attachment, label the attachment "Attachment 1 to Exhibit A" and include the following sentence:]*

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

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.

The services described herein shall be provided during the period of one year from the date of the execution of this agreement. The City shall have the options to extend the time of performance for additional one (1) year terms up to a total agreement term of three (3) years, including the initial term and all extensions.

**SCOPE OF WORK
VACANT LOT WEED ABATEMENT AND DEBRIS REMOVAL SERVICES**

1. **General**

The Contractor(s) shall be responsible to conduct Vacant Lot Weed Abatement and Debris Removal services for the City of Sacramento. Three Contractors will be selected to work under contract to the City. Contractors will be assigned a section of the City and anytime a manifest is available the City will call upon the Contractor.

All work shall be done in accordance with applicable provisions of this bid. Work to be covered under this contract includes, but is not limited to, furnishing all labor, materials, tools, equipment, transportation, and all incidentals involved in the removal of weeds and refuse from identified parcels in the City of Sacramento. **No additional fees or surcharges will be allowed.** This is a City of Sacramento wide contract but the main users of this contract will be the Community Development Department. The cumulative annual not to exceed amount for all three Contractors is \$250,000, for a cumulative maximum total of \$750,000 covering the span of two optional years.

2. Definitions

- a. **Weed Abatement.** The removal of plants or grasses that pose a fire hazard.
- b. **Debris.** Rubble, wreckage, litter, discarded garbage/refuse/trash, scattered remains of something destroyed or disregarded.
- c. **Residential Parcel.** For the purposes of this contract, a residential parcel shall be a parcel with residential zoning, three or less residential units with garages and sheds on it and no other uses on the parcel.
- d. **Commercial Parcel.** For the purposes of this contract, a commercial parcel shall be any parcel that is not considered a residential parcel.
- e. **Vacant Lot.** A lot void of a structure or recognized tenants
- f. **Brush Management.** Managing brush, trees, shrubs and the like on or around a lot

3. Location of Work

The property upon which the abatement work shall be done can consist of streets, parkways, sidewalks, alley ways or private property, vacant or otherwise, upon which weeds or refuse have become a nuisance. Contractors shall coordinate with the City of Sacramento Community Development Department on location(s) and date(s) of requested abatement. Maps and locations will be furnished at time of assignment. It will be the intent of the Community Development Department to combine, whenever possible, work locations which are in proximity to each other. Work prior to the season will be conducted on City owned properties.

4. Description of Services

The abatement services shall be performed on residential and commercial parcels/lots to ensure that growing, present and/or excess weeds and brush don't become a hazard to the properties around them from being dry and or high during the spring/summer months. Contractor shall furnish all labor, materials, tools, equipment, transportation, and all incidentals involved in the performance of the services. The work shall be performed by a Contractor licensed by the State of California. Contractor shall have at least one (1) year of actual, satisfactory experience in providing similar services for commercial and/or governmental entities.

The Contractor will be responsible for coordinating requirements with the City. The Contractor is responsible for a pre-work inspection and a post-work inspection to ensure completion of all work in accordance with these specifications. The Contractor will accept each service area in their present physical condition. In addition, no further demands may be made by the Contractor for additional service fees due to a lack of understanding concerning the specifications described herein.

The Contractor shall check concrete areas, sidewalks, curbs, brick and retaining walls, etc., for cracks, crevices, graffiti, and deterioration and shall report any deterioration or graffiti to the City representative immediately.

The abatement season generally is from April 16th through October 31st, however, City properties may need to be abated at any given time throughout the year.

5. Period of Performance

The services described herein shall be provided upon award and 365 days thereafter. The City, in its sole discretion, may elect to exercise the options to extend this Agreement up to two (2) one-year option periods. This Agreement shall not exceed a total of three (3) years.

6. Notification Procedure

Property owners will have been notified that they will have until April 15th (depending on weather conditions) to abate their property and all contractors should be prepared to start abatement action on that date. Should a contractor fail to proceed when notified, the contract may be canceled and awarded to the next lowest bidder.

The City of Sacramento Community Development Department will inspect all parcels in a specified area and email the contractor a list of parcels in that area which the contractor is to abate. No work shall be done on any parcel unless this notice is given. The approval to start work on specified parcels is automatically cancelled if work is not started within forty-eight (48) hours of the approved starting date. If the City notifies a contractor prior to abatement to remove a parcel from the list provided, the parcel shall be deleted from the contract and no work shall be done on the parcel. No payment will be made for abatement work on any parcel unless the above conditions are met.

The Contractor shall not proceed on lots upon which the following conditions are observed:

1. A lot upon which construction has started
2. A lot upon which an obvious attempt has been recently made to eradicate the weeds and/or remove rubbish and debris.
3. Agricultural land unless directed by the City of Sacramento Community Development Department

Upon observing any of the above circumstances, the Contractor shall immediately notify the City of Sacramento Community Development Department by email of its existence. Staff shall inspect said lot and/or lots and determine whether or not the areas shall be included or deleted from the contract. Any Contractor who violates these conditions will be removed from the contractor list and will be suspended from abatement work for the City of Sacramento. In the event of an immediate fire hazard, the Contractor has 24-hours to complete all work.

7. Points-of-Contact

The point of contact for contractual or technical issues is Stacey Chatman.

Stacey Chatman/Administrative Analyst
300 Richards Bl, 3rd Floor
Sacramento, CA 95811
Phone: (916) 808-8793 Fax: (916) 808-7722
Email: schatman@cityofsacramento.org

The point of contact for payment or invoicing is the CDD Accounting Group.

Community Development Department/Accounting
300 Richards Blvd, 3rd Floor
Sacramento, California 95811
Phone: (916) 808-6515
Email: CDD-Accounting@cityofsacramento.org

8. Deliverables

All work shall be done in accordance with applicable provisions of this bid. Work to be covered under this contract includes but is not limited to furnishing all labor, materials, tools, equipment, transportation, and all incidentals involved in the abatement of weeds and minor debris removal from identified parcels/lots within the City of Sacramento boundaries.

The contract shall be non-exclusive and the City of Sacramento expressly reserves the right to contract with others to remove weeds and/or refuse under special assessment proceedings or otherwise.

9. Timely Completion

The Contractor shall have 48-hours from the date the notification to proceed and complete all work as agreed to by both parties in accordance with the Scope of Work. All work shall be done in accordance with applicable provisions of this bid. Contractor shall have work completed and invoices emailed for work completed to the City within 2 weeks, unless otherwise approved by the City.

10. Equipment

Equipment not suitable to produce the quality of work required will not be permitted to operate on the project. The Contractor shall provide adequate and suitable equipment to meet the requirements of this contract, and when ordered by the Community Development Department, remove unsuitable equipment from the work site. General equipment that the Contractor should have ready and in their possession are: high brush mower, tractor, weed eaters, trailer (for dumping debris and green waste) and tandem discs.

11. Special Conditions

Property adjacent to sidewalks, parkways, and fence lines must be cleaned, mowed or trimmed to acceptable standards. Weeds must be removed along fences and on park strip.

12. General Work Requirements

The work shall be performed by a Contractor licensed by the State of California. Contractor shall have at least one (1) year of actual satisfactory experience in providing landscape maintenance services for commercial and/or governmental entities.

The Contractor will be responsible for coordinating requirements with the City. The Contractor is responsible for a pre-work inspection and a post-work inspection to ensure completion of all work in accordance with contract specifications. The Contractor will be accepting each service area in their present physical condition.

In addition, no further demands may be made by the Contractor for additional service fees due to the lack of understanding concerning the specifications and Scope of Work described herein.

The Contractor shall check concrete areas, sidewalks, curbs, brick and retaining walls, etc., for cracks, crevices, graffiti, and deterioration and shall report any deterioration or graffiti to the City representative immediately.

a. Performance Standards for Eradication by Discing

Heavy-duty tractors and heavy-duty tandem discs (5'-8') shall be used. Discs shall be set at an angle sufficient to cut the sod growth loose and turn the existing growth under and each discing shall destroy and bury the growth of weeds existing at that time.

Discing equipment shall be operated so as not to break or damage concrete sidewalks, or other public improvements.

Equipment not suitable as dictated by best practice or industry standards to accomplish the type of discing specified will not be allowed.

Each discing shall leave the property clean, reasonably smooth and in an acceptable condition, as determined by the City.

In some cases lots will require two (2) discings as determined by the City. Unless otherwise specified the second discing shall not occur before thirty (30) days have elapsed from the date of the first discing.

Parcels over fifteen (15) acres in size shall have a firebreak disced of at least one hundred fifty (150) feet in width around the entire perimeter of the property, instead of discing the entire parcel, unless otherwise specified by the City of Sacramento Community Development Department.

Prior to discing operations, all debris including stones, limbs, etc., shall be removed.

b. Performance Standards for Eradication by Mowing

Mowing of lots may be allowed as an alternate method of abatement of weeds on certain lots, however, mowing will not be allowed where firebreaks are required.

Lots on which weeds and/or dry grass are mowed shall be cut to a height not to exceed 2 inches. Weeds and/or dry grass so mowed shall be removed from the premises and not allowed to remain on the lot, sidewalk or street.

Prior to mowing operations, all debris including stones, limbs, etc., shall be removed.

c. Performance Standards for Debris/Refuse Removal

The Contractor shall remove from each lot designated to be mowed, all debris/refuse that will prevent mowing as herein specified.

Large amounts of debris/refuse and/or unknown materials found on a lot shall be immediately brought to the attention of the City of Sacramento, Community Development Department prior to removal.

After each mowing, the Contractor shall remove debris/refuse from these lots so as to leave the property reasonably clear of such debris/refuse.

d. Leaf Blower Requirements – Within 200 Feet of any Resident Property

The use of portable gasoline-powered blowers, within 200 feet of any residential property, is restricted to the hours from 9:00 a.m. to 4:00 p.m., Monday through Saturday, and 10:00 a.m. to 4:00 p.m. on Sunday.

Blowers cannot exceed 70dBA when used within 200 feet of any residential property and may require mufflers or other modifications to meet the 70 dBA limit. Blowers purchased after November 15, 1995 cannot exceed 65dB's when used within 200 feet of any residential property.

e. Leaf Blower Requirements – More than 200 Feet of any Resident Property

There are no restrictions for: (1) Hours of operation; (2) Maximum sound levels for existing equipment; or (3) maximum sound levels for new equipment.

f. Performance Standard Debris/Refuse Removal

Contractor shall remove from each lot designated to be disced and/or mowed all debris/refuse and/or unknown materials found on the lot/parcel that may prevent discing and/or mowing as specified.

Large amounts of debris/refuse and/or unknown materials found on a lot shall be immediately brought to the attention of the City of Sacramento Community Development Department.

Parcels over fifteen (15) acres in size will have the debris/refuse removed from the firebreak area only, unless otherwise specified.

Sidewalks and parkways are considered part of the lot and shall be cleaned to acceptable standards (free of weeds, debris, refuse, rocks, dirt, etc.) so as to cause no obstruction to pedestrian traffic.

g. Dump Fees and Hauling Debris and Green Waste

The Contractor shall remove all debris that obstructs a parcel/lot from being disced/mowed prior to abatement. All clippings, trimmings, bushes and all green waste as a result of the abatement shall also be removed. Upon completion of abatement the Contractor shall haul off all debris and waste. If there is enough debris that it requires a trip to the dump the Contractor shall ensure that the dump fee and related charges are charged to the parcel/lot where the debris originally resided.

All junk and debris that is hauled off may be charged according to the pricing schedule. All green waste and brush should be factored in the price per lot/parcel.

Should a property owner contest the charges for abatement and/or associated dump fees, the City has the right to call the Contractor to appear at the hearing. Should the Hearing Examiner find that the charges were not invoiced according to the parcel/lot in question the amount that the Hearing Examiner waives will be subtracted from the Contractor's payment.

h. Trimming Low Hanging Tree Limbs and/or Saplings

As directed by the City, certain parcels/lots may need to have trees which hang low on the parcel and/or saplings trimmed back or removed. For saplings removal is considered as either complete removal or ensuring they are level to the ground. This will be charged as debris removal and hand labor rate per the pricing schedule.

i. Locked Gates

Any parcel/lot on the manifest provided by the City that is fenced and locked shall not be abated but the Contractor shall contact City staff immediately. Locked gates include any gate that is locked, despite any gaping holes or breeches.



j. Digital Photographs of Job Sites

Digital pictures are required of each parcel/lot where services are rendered. Pictures are required to ensure that the condition of the property prior to abatement, work progress and the completed abatement are captured.

Each photograph must be date/time stamped. Photos shall be saved/indexed by parcel number and the date of abatement by the Contractor.

Pre-Abatement Photos: photographs taken, in sufficient numbers and detail, prior to commencement of the work, to show original site conditions with fixed vantage points.

Progress Photographs: Photographs, taken throughout the duration of abatement at regular intervals and from fixed vantage points that document progress of work.

Finished Photographs: Photographs taken, in sufficient numbers and detail, upon completion of the work to show the abated conditions with fixed vantage points.

An approved City vantage point or reference point is an orange safety cone that has a mark which indicates 12" (as seen below).



The Contractor is required to maintain a database of pictures for all jobs completed for this project keeping them on file in their office or a secured, weather and temperature proof, off-site storage, for a period of two years from the date of abatement.

These pictures will be utilized in the event that a property owner protests abatement charges. If a protest is received, City staff will reach out to the Contractor and specify that they need pictures by providing the Parcel number and date of abatement. If a set of photos is requested the Contractor has 48 hours to email the photos to City staff. If the Contractor does not produce the photographs and/or the photographs are not per the standard outlined, the Contractor shall be liable for any costs incurred from the protest process.

Following are examples of good photographs, keep in mind these are samples only, they do not contain the necessary date/time stamp nor a reference point.





13. Unscheduled/Extra Work

The City representative may authorize the Contractor to perform additional unscheduled work, in accordance with the Scope of Work, when the need for such work arises. All unscheduled work shall have the prior authorization of the City prior to commencement. The amount of time each unscheduled job may take is subject to negotiation with the City. The Contractor may not change the scheduled maintenance day or work force to do unscheduled/extra work unless authorized by the City representative.

a. Estimate of Unscheduled/Extra Work

Prior to commencement of any unscheduled/extra work, the Contractor shall provide a written estimate of labor and materials to the City representative if requested. No work shall commence without a written estimate. This written estimate will be reviewed and if approved, signed by the City representative prior to commencement of work. Upon completion of the work it will be inspected by the City representative, initialed and dated. A copy of the written estimate will be submitted along with the invoice. Failure to provide the estimate will result in a delay in payment to the Contractor. Failure to provide an estimate within a reasonable amount of time as determined by the City will result in a non-payment to the vendor. Notwithstanding the above, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Inspector may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor.

14. Contact Requirements

The contractor shall provide the City with a method of field contact (i.e. mobile phone number or pager number) for use during normal business hours.

15. Payment and Invoicing

Parcels shall be inspected by the Community Development Department and shall only be certified for payment if the inspection establishes that the work is satisfactorily completed according to these specifications.

Contractor payment will be based on the square footage actually mowed or disced as indicated in the manifest provided by the City. The contractor shall submit one invoice in Excel, completed and emailed to the City representative every two weeks or sooner from the receipt of the manifest and upon completion of work.

Invoices, including all back-up documentation, will be emailed to:
 Noel Eusebio (neusebio@cityofsacramento.org) and
 our general accounting staff(CDD-Accounting@cityofsacrametno.org)

Each invoice shall include the following information:

- i. Job Name-Description of Service
- ii. Date of Invoice Issuance
- iii. Sequential Invoice Number
- iv. City’s Purchase Order Number
- v. Amount of the Invoice
- vi. Parcel Number or address of the property abated;
- vii. Date the abatement was performed;
- viii. Type of work performed, and any additional fees for trash/debris removal;
- ix. Photographs (if called for)

Back up documentation consists of photographs as specified in Paragraph 12(h). These will not be required to be submitted with each invoice, however, they must remain on record with the Contractor for a minimum of two years and be available upon request.

See sample below

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
	Address	APN #	Site of Acre	Lot Code	Date Completed	1st Disk-Mow \$	2nd Disk-Mow \$	General Cleanup \$	HAUL	Lot Code J or K \$	Total	Notes	Ref of Lot size information							
3	1										\$ -		Size of Lot/Parcel	Lot Code	1st Disk-Mow	2nd Disk-Mow				
4	2										\$ -		1 through 2,500 sq ft	A	\$ 21.00	\$ 21.00				
5	3										\$ -		2,501 through 5,000 sq ft	B	\$ 78.75	\$ 52.50				
6	4										\$ -		5,001 through 10,000 sq ft	C	\$ 89.25	\$ 57.75				
7	5										\$ -		10,001 through 15,000 sq ft	D	\$ 94.50	\$ 63.00				
8	6										\$ -		15,001 through 20,000 sq ft	E	\$ 99.75	\$ 68.25				
9	7										\$ -		20,001 through 25,000 sq ft	F	\$ 105.00	\$ 73.50				
10	8										\$ -		25,001 through 35,000 sq ft	G	\$ 110.25	\$ 76.65				
11	R										\$ -		35,001 sq ft through 35,000 sq ft	H	\$ 115.50	\$ 78.75				
12	10										\$ -		35,001 up to 1 acre	I	\$ 120.75	\$ 84.00				
13	11										\$ -		1 acre through 5 acres (per acre)	J	\$99.75/acre x 500 acres					
14	12										\$ -		More than 5 acres (per acre)	K	\$94.5 per acre x 500 acres					
15	13										\$ -									
16	14										\$ -									
17	15										\$ -									
18	16										\$ -									
19	17										\$ -									
20	18										\$ -									
21	19										\$ -									

The initial worksheet will be the manifest (the work given/completed). The second worksheet is the actual invoice which will filter through from the manifest.

	A	B	C	D	E	F	G	H
1	Remit Payment To:						Invoice Date:	
2		ABC Company					Invoice Number:	
3		123 Pine St						
4		Sacramento, CA 95888					Due Date:	1/31/1900
5								
6								
7	Bill To:							
8		CITY OF SACRAMENTO						
9		Community Development Department						
10		300 Richards Boulevard						
11		Sacramento, CA 95811						
12								
13								
14								
15	# of Lots	Service Period	Description				Amount	
16			Weed abatement and/or debris removal services.					
17			1st Disk - Mow				\$	-
18			2nd Disk - Mow				\$	-
19			General Cleanup				\$	-
20			Garbage Cleanup				\$	-
21			Other Services - (SPECIFY)				\$	-
22								
23			TOTAL AMOUNT DUE:				\$	-
24								

16. Failure to Perform

Failure to perform in accordance with the Scope of Work, within the timeframes detailed will result in a "Cure Notice." The City representative will provide the Contractor with a written "Cure Notice" notifying the Contractor that he has 24-hours to "cure" or rectify the situation. The City has the right to bring in another Contractor to complete work in accordance with the Scope of Work, charges associated with the reprocurement will be assigned to the Contractor. Receipt of two (2) "Cure Notices" in a 90 day period may result in the contract being terminated and any contract reprocurement costs may be charged to the contractor.

17. Damage Caused by the Contractor

Any damage to either public or private property which was caused by the Contractor shall be repaired or replaced at the Contractor's expense and to the City's satisfaction. Damages may be the result of, but not limited to: Power equipment damage to trees, shrubs, turf, and sprinklers.

Minor damage to trees such as bark loss from impact of mowing equipment shall be checked by the City Inspector. If in the Inspector's judgment the damage is such that it will stunt or weaken growth, the tree shall be removed and replaced at the Contractor's expense to comply with the specific instructions of the inspector.

Minor damage to shrubs may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the specific instructions of the inspector.

18. Safety

The contractor agrees to accept the sole responsibility for complying at all times with local, County, State, or other legal requirements including but not limited to full compliance with the terms of OSHA and Cal OSHA Safety Orders, and the Sacramento City Code to protect all persons, including employees from foreseeable injury, or damage to property.

It is the Contractor's responsibility to inspect and identify any conditions that render any portion of the maintenance area unsafe, as well as unsafe practices occurring thereon. The City representative shall be notified immediately of any unsafe condition that requires correction.

Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring in the maintenance area, including a complete written report thereof to the City representative within five (5) business days following the occurrence.

It shall be the Contractor's responsibility to supply all safety equipment and to educate their employees in the rules of safety. Safety vests are to be worn at all times while working on City property.

19. Hours and Days of Service

Contractor shall perform the required maintenance services between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Contractor may work on Saturdays only with the City's approval. Any modification in the hours and days of maintenance as previously stated must be approved in advance by the City's representative.

20. Contractor's Staff

The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. All of the Contractor's staff shall be supervised by a qualified supervisor in the employ of the Contractor.

The Contractor shall provide a competent supervisor during all times that work is being performed. The supervisor must have the authority to represent and act for the Contractor in any matter pertaining to this contract. Upon award of the contract, the Contractor is to provide a list of all such supervisors to the City's contractual point of contact, Paragraph 7. Supervisors must be able to communicate verbally and in writing, in English with the City's representative with fixed office(s) within 50 miles of City Hall.

Contractor shall have staff dedicated to this project full-time.

Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the City's representative, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while working on this contract, shall be removed from all work under his contract.

Contractor's staff shall wear uniforms with the Contractor's company name, proper shoes, or other gear as required by State of California, Safety Regulations. If uniform shirts have buttons, they must be buttoned at all times. No advertisements or logos other than the Contractor's shall be on employee's uniforms. Contractor's employees shall be clean in appearance at the start of each workday.

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR and all other contractors awarded a contract for services resulting from B14211311005 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 \$250,000 per year.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services for each job that the CONTRACTOR is awarded pursuant to paragraph 1 of Attachment 1 to Exhibit A, in accordance with the bid submitted.
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:

Community Development Department
300 Richards Bl, 3rd Floor; Sacramento, CA 95811
(916) 808-6515 Phone/(916) 808-7722 Fax

Attn: CDD Accounting

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

ATTACHMENT 1 EXHIBIT B

Item No.	Size of Lot/Parcel	1 st Disc or mow	Subsequent Disc or mow
		Unit Price	Unit Price
1	1 through 2,500 sq. ft	\$101.00	\$90.90
2	2,501 through 5,000 sq. ft	\$100.00	\$90.00
3	5,001 through 10,000 sq. ft	\$98.00	\$88.20
4	10,001 through 15,000 sq. ft.	\$96.00	\$86.40
5	15,001 through 20,000 sq. ft	\$94.00	\$84.60
6	20,001 through 25,000 sq. ft	\$90.00	\$81.00
7	25,001 through 30,000 sq. ft	\$88.00	\$79.20
8	30,001 through 35,000 sq. ft	\$87.00	\$78.30
9	35,001 up to 1 acre	\$84.00	\$75.60
10	1 acre through 5 acres (per acre)	\$77.00	\$69.30
11	More than 5 acres (per acre)	\$71.00	\$63.90
Item No.	SPECIAL TRASH/DEBRIS REMOVAL COSTS		
	Item Description	Unit Price	
12	FRONT END LOADER	\$110.00 p/Hour	
13	DEBRIS REMOVAL	\$80.00 p/Cubic Yard	
14	HAND LABOR RATE	\$27.55 p/Hour	

NOTE: Payment for firebreaks will be based on the square footage actually disced or mowed (not on the total area of the lot/parcel).

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

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

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

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

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

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

7. CONTRACTOR Information.

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

- 8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers

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

9. Term; Suspension; Termination.

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

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type

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

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

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars

(\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

F. Subcontractors

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

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

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

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
 - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
 - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales

and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

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

EXHIBIT E

LIVING WAGE REQUIREMENTS (Nonprofessional Service Agreement)

The Living Wage Ordinance

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

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

Contracts and Contractors Covered by the LWO

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

Contract Type

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

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

Contract Amount

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

Contractor Size

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

Subcontract Amount

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

Subcontractor Size

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

Payment of Living Wage to Covered Employees

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

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

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

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

The minimum compensation required is as follows:

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

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

Notification to Covered Employees

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

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

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

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

Subcontractor Compliance

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

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

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

No Reduction in Non-Wage Benefits

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

No Retaliation

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

No Reduction in Collective-Bargaining Wage Rates

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

Violations and Monitoring

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

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

Declaration of Compliance

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

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

Additional Information

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

EXHIBIT F

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

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

DEFINITIONS

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

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

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

Attachment A



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

On^{3/1/14}..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for^{Vacant Lot Weed Abatement}..... (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.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: VP

DATE (MM/DD/YYYY)

02/04/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rancho Mesa Insurance Services 250 Riverview Parkway #401 Santee, CA 92071 Braden K. Mann		619-937-0164 619-937-0168	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: HABIT-1	FAX (A/C, No):
INSURED Habitat Restoration Sciences, Inc. 4901 El Camino Real Carlsbad, CA 92008		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Wesco Insurance Company		250111
		INSURER B : Companion Property & Casualty		12157
		INSURER C : Mt. Hawley Insurance Company		37974
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1

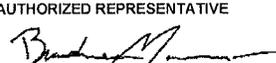
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	WPP1108057 00	07/15/13	07/15/14	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY	X	X	WPP1108057 00	07/15/13	07/15/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp Ded. \$ 1,000 Coll Ded. \$ 1,000	
A	UMBRELLA LIAB	X		WUM1108058 00	07/15/13	07/15/14	EACH OCCURRENCE \$ 5,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$						CLAIMS-MADE AGGREGATE \$ 5,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	X	CPCA17592	07/15/13	07/15/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			EGL0002537	10/21/13	10/21/14	Occ. 1,000,000 Agg 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: VACANT LOT WEED ABATEMENT. JOB #B14211131005. CITY OF SACRAMENTO, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED PER FORM CG2010 AND CG2037 ATTACHED. PRIMARY AND NON-CONTRIBUTORY WORDING APPLIES. AUTO ADDITIONAL INSURED APPLIES PER ENDORSEMENT ATTACHED. (agp)

CERTIFICATE HOLDER**CANCELLATION**

SACRAM2 CITY OF SACRAMENTO 300 RICHARDS BLVD-3RD FLOOR SACRAMENTO, CA 95811	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
-------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2009 ACORD CORPORATION. All rights reserved.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Blanket as required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Blanket as required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

This endorsement applies only to your projects away from premises owned by or rented to you for which you have certificates of insurance on file at your office.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 3.** Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

- 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket as required by written contract.	Blanket as required by written contract. It is agreed that such insurance as is afforded by this policy for the benefit of the additional insured shown shall be primary insurance, and any other insurance maintained by the additional insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket as required by written contract.	Blanket as required by written contract. It is agreed that such insurance as is afforded by this policy for the benefit of the additional insured shown shall be primary insurance, and any other insurance maintained by the additional insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA**

**WC 04 03 06
(Ed. 04 84)**

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

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

The additional premium for this endorsement shall be 2.5 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

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

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Issued: 7/15/13

Effective Policy No. CPCA17592

Endorsement No. 1

Insured: Habitat Restoration Sciences, Inc.

Premium \$INCL.

Insurance Company: Companion Property & Casualty Inc

Countersigned

WC 04 03 06

(Ed. 04 84)

© 2008 National Council on Compensation Insurance, Inc.. All Rights reserved.



City of Sacramento

Tax ID # if applicable:

Requires Council Approval: No **YES** Meeting: 3/4/14

Real Estate

Other Party Signature Needed

Recording Requested

General Information

Type: Non Professional Services PO Type: Formal Bid-Non-Prof Service \$ Not to Exceed: \$750,000 for all three related contracts		Attachment: Original No.: Original Doc Number:
Other Party: Hunter Services, Inc.		Certified Copies of Document::
Project Name: Vacant Lot Weed Abatement		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number:	Bid Transaction #: B14211311005	LBE:

Department Information

Department: Community Development

Division: Code Compliance

Project Mgr: Noel Eusebio

Supervisor: Bob Rose

Contract Services: Stacey Chatman

Date: 1/31/14

Division Mgr: Ron O' Connor

Phone Number: 916-808-8793

Org Number: 21000

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:		
Accounting:	FBC	2/4/14
Contract Services:	SC	2/3/14
Supervisor:	FBC	2/4/14
Division Manager:	ROR	2-12-14

City Attorney	Signature or Initial	Date
City Attorney:	MAR	2/24/14

Send Interoffice Mail

Notify for Pick Up

Authorization	Signature or Initial	Date
Choose Director		
Department Director:		
City Mgr: yes <input type="checkbox"/> No <input type="checkbox"/>		

Contract Cover/Routing Form: Must Accompany ALL Contracts;
however, is not part of the contract. (01-01-09)

For City Clerk Processing

Finalized:

Initial: _____

Date: _____

Imaged:

Initial: _____

Date: _____

Received:
(City Clerk Stamp Here)

PROJECT #: B14211311005
PROJECT NAME: Vacant Lot Weed Abatement
DEPARTMENT: Community Development
DIVISION: Code Compliance
CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of 3/1/2014, by and between the CITY OF SACRAMENTO, a municipal corporation ("CITY"), and

Hunter Services, Inc. 2485 Notre Dame Blvd #370-231; Chico, CA 95928
(530) 342-8950 Phone/(530) 342-8952 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: _____

ATTEST:

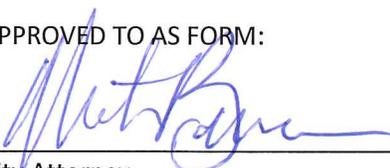
Print name: Max Fernandez

Title: Director

For: John F. Shirey, City Manager

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:

HUNTERS SERVICES INC.
NAME OF FIRM

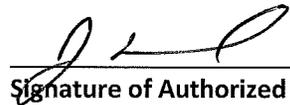
27-4538854
Federal I.D. No.

2645209
State I.D. No.

1011342
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

JOSH RENWICK ACCOUNT MANAGER
Print Name and Title

Additional Signature (if required)

Print Name and Title

**DECLARATION OF COMPLIANCE
Living Wage Ordinance**

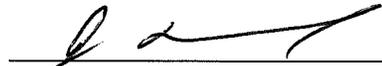
Name of Contractor: Hunter Services, Inc.

Address: 2485 Notre Dame Blvd #370-231; Chico, CA 95928

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

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

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



Signature of Authorized Representative

Date: 7/30/14

Print name: JOSH RENNICK

Title: ACCOUNT MANAGER

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: Hunter Services, Inc.

Address: 2485 Notre Dame Blvd #370-231; Chico, CA 95928

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

1/30/14

Date

JOSH RENWICK

Print Name

ACCOUNT MANAGER

Title

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Stacey Chatman/Admin Analyst
300 Richards Blvd-3rd Floor, Sacramento, CA 95811
(916) 808-8793 Phone/(916) 808-7722 Fax/schatman@cityofsacramento.org E-mail

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:

Spencer Clingan/Account Manager
Hunter Services, Inc. 2485 Notre Dame Blvd #370-231; Chico, CA 95928
(916) 273-8911 Phone/(530) 342-8952 Fax

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

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

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

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.

The services described herein shall be provided during the period of one year from the date of the execution of this agreement. The City shall have the options to extend the time of performance for additional one (1) year terms up to a total agreement term of three (3) years, including the initial term and all extensions.

SCOPE OF WORK
VACANT LOT WEED ABATEMENT AND DEBRIS REMOVAL SERVICES

1. General

The Contractor(s) shall be responsible to conduct Vacant Lot Weed Abatement and Debris Removal services for the City of Sacramento. Three Contractors will be selected to work under contract to the City. Contractors will be assigned a section of the City and anytime a manifest is available the City will call upon the Contractor.

All work shall be done in accordance with applicable provisions of this bid. Work to be covered under this contract includes, but is not limited to, furnishing all labor, materials, tools, equipment, transportation, and all incidentals involved in the removal of weeds and refuse from identified parcels in the City of Sacramento. **No additional fees or surcharges will be allowed.** This is a City of Sacramento wide contract but the main users of this contract will be the Community Development Department. The cumulative annual not to exceed amount for all three Contractors is \$250,000, for a cumulative maximum total of \$750,000 covering the span of two optional years.

2. Definitions

- a. Weed Abatement. The removal of plants or grasses that pose a fire hazard.
- b. Debris. Rubble, wreckage, litter, discarded garbage/refuse/trash, scattered remains of something destroyed or disregarded.
- c. Residential Parcel. For the purposes of this contract, a residential parcel shall be a parcel with residential zoning, three or less residential units with garages and sheds on it and no other uses on the parcel.
- d. Commercial Parcel. For the purposes of this contract, a commercial parcel shall be any parcel that is not considered a residential parcel.
- e. Vacant Lot. A lot void of a structure or recognized tenants
- f. Brush Management. Managing brush, trees, shrubs and the like on or around a lot

3. Location of Work

The property upon which the abatement work shall be done can consist of streets, parkways, sidewalks, alley ways or private property, vacant or otherwise, upon which weeds or refuse have become a nuisance. Contractors shall coordinate with the City of Sacramento Community Development Department on location(s) and date(s) of requested abatement. Maps and locations will be furnished at time of assignment. It will be the intent of the Community Development Department to combine, whenever possible, work locations which are in proximity to each other. Work prior to the season will be conducted on City owned properties.

4. Description of Services

The abatement services shall be performed on residential and commercial parcels/lots to ensure that growing, present and/or excess weeds and brush don't become a hazard to the properties around them from being dry and or high during the spring/summer months. Contractor shall furnish all labor, materials, tools, equipment, transportation, and all incidentals involved in the performance of the services. The work shall be performed by a Contractor licensed by the State of California. Contractor shall have at least one (1) year of actual, satisfactory experience in providing similar services for commercial and/or governmental entities.

The Contractor will be responsible for coordinating requirements with the City. The Contractor is responsible for a pre-work inspection and a post-work inspection to ensure completion of all work in accordance with these specifications. The Contractor will accept each service area in their present physical condition. In addition, no further demands may be made by the Contractor for additional service fees due to a lack of understanding concerning the specifications described herein.

The Contractor shall check concrete areas, sidewalks, curbs, brick and retaining walls, etc., for cracks, crevices, graffiti, and deterioration and shall report any deterioration or graffiti to the City representative immediately.

The abatement season generally is from April 16th through October 31st, however, City properties may need to be abated at any given time throughout the year.

5. Period of Performance

The services described herein shall be provided upon award and 365 days thereafter. The City, in its sole discretion, may elect to exercise the options to extend this Agreement up to two (2) one-year option periods. This Agreement shall not exceed a total of three (3) years.

6. Notification Procedure

Property owners will have been notified that they will have until April 15th (depending on weather conditions) to abate their property and all contractors should be prepared to start abatement action on that date. Should a contractor fail to proceed when notified, the contract may be canceled and awarded to the next lowest bidder.

The City of Sacramento Community Development Department will inspect all parcels in a specified area and email the contractor a list of parcels in that area which the contractor is to abate. No work shall be done on any parcel unless this notice is given. The approval to start work on specified parcels is automatically cancelled if work is not started within forty-eight (48) hours of the approved starting date. If the City notifies a contractor prior to abatement to remove a parcel from the list provided, the parcel shall be deleted from the contract and no work shall be done on the parcel. No payment will be made for abatement work on any parcel unless the above conditions are met.

The Contractor shall not proceed on lots upon which the following conditions are observed:

1. A lot upon which construction has started
2. A lot upon which an obvious attempt has been recently made to eradicate the weeds and/or remove rubbish and debris.
3. Agricultural land unless directed by the City of Sacramento Community Development Department

Upon observing any of the above circumstances, the Contractor shall immediately notify the City of Sacramento Community Development Department by email of its existence. Staff shall inspect said lot and/or lots and determine whether or not the areas shall be included or deleted from the contract. Any Contractor who violates these conditions will be removed from the contractor list and will be suspended from abatement work for the City of Sacramento. In the event of an immediate fire hazard, the Contractor has 24-hours to complete all work.

7. Points-of-Contact

The point of contact for contractual or technical issues is Stacey Chatman.

Stacey Chatman/Administrative Analyst
300 Richards Bl, 3rd Floor
Sacramento, CA 95811
Phone: (916) 808-8793 Fax: (916) 808-7722
Email: schatman@cityofsacramento.org

The point of contact for payment or invoicing is the CDD Accounting Group.

Community Development Department/Accounting
300 Richards Blvd, 3rd Floor
Sacramento, California 95811
Phone: (916) 808-6515
Email: CDD-Accounting@cityofsacramento.org

8. Deliverables

All work shall be done in accordance with applicable provisions of this bid. Work to be covered under this contract includes but is not limited to furnishing all labor, materials, tools, equipment, transportation, and all incidentals involved in the abatement of weeds and minor debris removal from identified parcels/lots within the City of Sacramento boundaries.

The contract shall be non-exclusive and the City of Sacramento expressly reserves the right to contract with others to remove weeds and/or refuse under special assessment proceedings or otherwise.

9. Timely Completion

The Contractor shall have 48-hours from the date the notification to proceed and complete all work as agreed to by both parties in accordance with the Scope of Work. All work shall be done in accordance with applicable provisions of this bid. Contractor shall have work completed and invoices emailed for work completed to the City within 2 weeks, unless otherwise approved by the City.

10. Equipment

Equipment not suitable to produce the quality of work required will not be permitted to operate on the project. The Contractor shall provide adequate and suitable equipment to meet the requirements of this contract, and when ordered by the Community Development Department, remove unsuitable equipment from the work site. General equipment that the Contractor should have ready and in their possession are: high brush mower, tractor, weed eaters, trailer (for dumping debris and green waste) and tandem discs.

11. Special Conditions

Property adjacent to sidewalks, parkways, and fence lines must be cleaned, mowed or trimmed to acceptable standards. Weeds must be removed along fences and on park strip.

12. General Work Requirements

The work shall be performed by a Contractor licensed by the State of California. Contractor shall have at least one (1) year of actual satisfactory experience in providing landscape maintenance services for commercial and/or governmental entities.

The Contractor will be responsible for coordinating requirements with the City. The Contractor is responsible for a pre-work inspection and a post-work inspection to ensure completion of all work in accordance with contract specifications. The Contractor will be accepting each service area in their present physical condition.

In addition, no further demands may be made by the Contractor for additional service fees due to the lack of understanding concerning the specifications and Scope of Work described herein.

The Contractor shall check concrete areas, sidewalks, curbs, brick and retaining walls, etc., for cracks, crevices, graffiti, and deterioration and shall report any deterioration or graffiti to the City representative immediately.

a. Performance Standards for Eradication by Discing

Heavy-duty tractors and heavy-duty tandem discs (5'-8') shall be used. Discs shall be set at an angle sufficient to cut the sod growth loose and turn the existing growth under and each discing shall destroy and bury the growth of weeds existing at that time.

Discing equipment shall be operated so as not to break or damage concrete sidewalks, or other public improvements.

Equipment not suitable as dictated by best practice or industry standards to accomplish the type of discing specified will not be allowed.

Each discing shall leave the property clean, reasonably smooth and in an acceptable condition, as determined by the City.

In some cases lots will require two (2) discings as determined by the City. Unless otherwise specified the second discing shall not occur before thirty (30) days have elapsed from the date of the first discing.

Parcels over fifteen (15) acres in size shall have a firebreak disced of at least one hundred fifty (150) feet in width around the entire perimeter of the property, instead of discing the entire parcel, unless otherwise specified by the City of Sacramento Community Development Department.

Prior to discing operations, all debris including stones, limbs, etc., shall be removed.

b. Performance Standards for Eradication by Mowing

Mowing of lots may be allowed as an alternate method of abatement of weeds on certain lots, however, mowing will not be allowed where firebreaks are required.

Lots on which weeds and/or dry grass are mowed shall be cut to a height not to exceed 2 inches. Weeds and/or dry grass so mowed shall be removed from the premises and not allowed to remain on the lot, sidewalk or street.

Prior to mowing operations, all debris including stones, limbs, etc., shall be removed.

c. Performance Standards for Debris/Refuse Removal

The Contractor shall remove from each lot designated to be mowed, all debris/refuse that will prevent mowing as herein specified.

Large amounts of debris/refuse and/or unknown materials found on a lot shall be immediately brought to the attention of the City of Sacramento, Community Development Department prior to removal.

After each mowing, the Contractor shall remove debris/refuse from these lots so as to leave the property reasonably clear of such debris/refuse.

d. Leaf Blower Requirements – Within 200 Feet of any Resident Property

The use of portable gasoline-powered blowers, within 200 feet of any residential property, is restricted to the hours from 9:00 a.m. to 4:00 p.m., Monday through Saturday, and 10:00 a.m. to 4:00 p.m. on Sunday.

Blowers cannot exceed 70dBA when used within 200 feet of any residential property and may require mufflers or other modifications to meet the 70 dBA limit. Blowers purchased after November 15, 1995 cannot exceed 65dB's when used within 200 feet of any residential property.

e. Leaf Blower Requirements – More than 200 Feet of any Resident Property

There are no restrictions for: (1) Hours of operation; (2) Maximum sound levels for existing equipment; or (3) maximum sound levels for new equipment.

f. Performance Standard Debris/Refuse Removal

Contractor shall remove from each lot designated to be disced and/or mowed all debris/refuse and/or unknown materials found on the lot/parcel that may prevent discing and/or mowing as specified.

Large amounts of debris/refuse and/or unknown materials found on a lot shall be immediately brought to the attention of the City of Sacramento Community Development Department.

Parcels over fifteen (15) acres in size will have the debris/refuse removed from the firebreak area only, unless otherwise specified.

Sidewalks and parkways are considered part of the lot and shall be cleaned to acceptable standards (free of weeds, debris, refuse, rocks, dirt, etc.) so as to cause no obstruction to pedestrian traffic.

g. Dump Fees and Hauling Debris and Green Waste

The Contractor shall remove all debris that obstructs a parcel/lot from being disced/mowed prior to abatement. All clippings, trimmings, bushes and all green waste as a result of the abatement shall also be removed. Upon completion of abatement the Contractor shall haul off all debris and waste. If there is enough debris that it requires a trip to the dump the Contractor shall ensure that the dump fee and related charges are charged to the parcel/lot where the debris originally resided.

All junk and debris that is hauled off may be charged according to the pricing schedule. All green waste and brush should be factored in the price per lot/parcel.

Should a property owner contest the charges for abatement and/or associated dump fees, the City has the right to call the Contractor to appear at the hearing. Should the Hearing Examiner find that the charges were not invoiced according to the parcel/lot in question the amount that the Hearing Examiner waives will be subtracted from the Contractor's payment.

h. Trimming Low Hanging Tree Limbs and/or Saplings

As directed by the City, certain parcels/lots may need to have trees which hang low on the parcel and/or saplings trimmed back or removed. For saplings removal is considered as either complete removal or ensuring they are level to the ground. This will be charged as debris removal and hand labor rate per the pricing schedule.

i. Locked Gates

Any parcel/lot on the manifest provided by the City that is fenced and locked shall not be abated but the Contractor shall contact City staff immediately. Locked gates include any gate that is locked, despite any gaping holes or breeches.



j. Digital Photographs of Job Sites

Digital pictures are required of each parcel/lot where services are rendered. Pictures are required to ensure that the condition of the property prior to abatement, work progress and the completed abatement are captured.

Each photograph must be date/time stamped. Photos shall be saved/indexed by parcel number and the date of abatement by the Contractor.

Pre-Abatement Photos: photographs taken, in sufficient numbers and detail, prior to commencement of the work, to show original site conditions with fixed vantage points.

Progress Photographs: Photographs, taken throughout the duration of abatement at regular intervals and from fixed vantage points that document progress of work.

Finished Photographs: Photographs taken, in sufficient numbers and detail, upon completion of the work to show the abated conditions with fixed vantage points.

An approved City vantage point or reference point is an orange safety cone that has a mark which indicates 12" (as seen below).



The Contractor is required to maintain a database of pictures for all jobs completed for this project keeping them on file in their office or a secured, weather and temperature proof, off-site storage, for a period of two years from the date of abatement.

These pictures will be utilized in the event that a property owner protests abatement charges. If a protest is received, City staff will reach out to the Contractor and specify that they need pictures by providing the Parcel number and date of abatement. If a set of photos is requested the Contractor has 48 hours to email the photos to City staff. If the Contractor does not produce the photographs and/or the photographs are not per the standard outlined, the Contractor shall be liable for any costs incurred from the protest process.

Following are examples of good photographs, keep in mind these are samples only, they do not contain the necessary date/time stamp nor a reference point.





13. Unscheduled/Extra Work

The City representative may authorize the Contractor to perform additional unscheduled work, in accordance with the Scope of Work, when the need for such work arises. All unscheduled work shall have the prior authorization of the City prior to commencement. The amount of time each unscheduled job may take is subject to negotiation with the City. The Contractor may not change the scheduled maintenance day or work force to do unscheduled/extra work unless authorized by the City representative.

a. Estimate of Unscheduled/Extra Work

Prior to commencement of any unscheduled/extra work, the Contractor shall provide a written estimate of labor and materials to the City representative if requested. No work shall commence without a written estimate. This written estimate will be reviewed and if approved, signed by the City representative prior to commencement of work. Upon completion of the work it will be inspected by the City representative, initialed and dated. A copy of the written estimate will be submitted along with the invoice. Failure to provide the estimate will result in a delay in payment to the Contractor. Failure to provide an estimate within a reasonable amount of time as determined by the City will result in a non-payment to the vendor. Notwithstanding the above, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Inspector may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor.

14. Contact Requirements

The contractor shall provide the City with a method of field contact (i.e. mobile phone number or pager number) for use during normal business hours.

15. Payment and Invoicing

Parcels shall be inspected by the Community Development Department and shall only be certified for payment if the inspection establishes that the work is satisfactorily completed according to these specifications.

Contractor payment will be based on the square footage actually mowed or disced as indicated in the manifest provided by the City. The contractor shall submit one invoice in Excel, completed and emailed to the City representative every two weeks or sooner from the receipt of the manifest and upon completion of work.

Invoices, including all back-up documentation, will be emailed to:
 Noel Eusebio (neusebio@cityofsacramento.org) and
 our general accounting staff(CDD-Accounting@cityofsacrametno.org)

Each invoice shall include the following information:

- i. Job Name-Description of Service
- ii. Date of Invoice Issuance
- iii. Sequential Invoice Number
- iv. City's Purchase Order Number
- v. Amount of the Invoice
- vi. Parcel Number or address of the property abated;
- vii. Date the abatement was performed;
- viii. Type of work performed, and any additional fees for trash/debris removal;
- ix. Photographs (if called for)

Back up documentation consists of photographs as specified in Paragraph 12(h). These will not be required to be submitted with each invoice, however, they must remain on record with the Contractor for a minimum of two years and be available upon request.

See sample below

1	2	Address	APN #	Size of Acre	Lot Code	Date Completed	1st Disk-Mow \$	2nd Disk-Mow \$	General Cleanup \$	HAUL	Lot Code J or K \$	Total	Notes	Ref of Lot size information			
3	1											\$ -		Size of Lot/Parcel	Lot Code	1st Disk-Mow	2nd Disk-Mow
4	2											\$ -		1 through 2,500 sq ft	A	\$ 21.00	\$ 21.00
5	3											\$ -		2,501 through 5,000 sq ft	B	\$ 78.75	\$ 52.50
6	4											\$ -		5,001 through 10,000 sq ft	C	\$ 89.25	\$ 57.75
7	5											\$ -		10,001 through 15,000 sq ft	D	\$ 94.50	\$ 63.00
8	6											\$ -		15,001 through 20,000 sq ft	E	\$ 99.75	\$ 68.25
9	7											\$ -		20,001 through 25,000 sq ft	F	\$ 105.00	\$ 73.50
10	8											\$ -		25,001 through 35,000 sq ft	G	\$ 110.25	\$ 76.65
11	R											\$ -		35,001 sq ft through 35,000 sq ft	H	\$ 115.50	\$ 78.75
12	10											\$ -		35,001 up to 1 acre	I	\$ 120.75	\$ 84.00
13	11											\$ -		1 acre through 5 acres (per acre)	J	\$99.75/acre x 500 acres	
14	12											\$ -		More than 5 acres (per acre)	K	\$94.5 per acre x 500 acres	
15	13											\$ -					
16	14											\$ -					
17	15											\$ -					
18	16											\$ -					
19	17											\$ -					
20	18											\$ -					
21	19											\$ -					

The initial worksheet will be the manifest (the work given/completed). The second worksheet is the actual invoice which will filter through from the manifest.

	A	B	C	D	E	F	G	H
1	Remit Payment To:						Invoice Date:	
2		ABC Company					Invoice Number:	
3		123 Pine St						
4		Sacramento, CA 95888					Due Date:	1/31/1900
5								
6								
7	Bill To:							
8		CITY OF SACRAMENTO						
9		Community Development Department						
10		300 Richards Boulevard						
11		Sacramento, CA 95811						
12								
13								
14								
15	# of Lots	Service Period	Description				Amount	
16			Weed abatement and/or debris removal services.					
17			1st Disk - Mow				\$ -	
18			2nd Disk - Mow				\$ -	
19			General Cleanup				\$ -	
20			Garbage Cleanup				\$ -	
21			Other Services - (SPECIFY)				\$ -	
22								
23			TOTAL AMOUNT DUE:				\$ -	
24								

16. Failure to Perform

Failure to perform in accordance with the Scope of Work, within the timeframes detailed will result in a "Cure Notice." The City representative will provide the Contractor with a written "Cure Notice" notifying the Contractor that he has 24-hours to "cure" or rectify the situation. The City has the right to bring in another Contractor to complete work in accordance with the Scope of Work, charges associated with the reprocurement will be assigned to the Contractor. Receipt of two (2) "Cure Notices" in a 90 day period may result in the contract being terminated and any contract reprocurement costs may be charged to the contractor.

17. Damage Caused by the Contractor

Any damage to either public or private property which was caused by the Contractor shall be repaired or replaced at the Contractor's expense and to the City's satisfaction. Damages may be the result of, but not limited to: Power equipment damage to trees, shrubs, turf, and sprinklers.

Minor damage to trees such as bark loss from impact of mowing equipment shall be checked by the City Inspector. If in the Inspector's judgment the damage is such that it will stunt or weaken growth, the tree shall be removed and replaced at the Contractor's expense to comply with the specific instructions of the inspector.

Minor damage to shrubs may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the specific instructions of the inspector.

18. Safety

The contractor agrees to accept the sole responsibility for complying at all times with local, County, State, or other legal requirements including but not limited to full compliance with the terms of OSHA and Cal OSHA Safety Orders, and the Sacramento City Code to protect all persons, including employees from foreseeable injury, or damage to property.

It is the Contractor's responsibility to inspect and identify any conditions that render any portion of the maintenance area unsafe, as well as unsafe practices occurring thereon. The City representative shall be notified immediately of any unsafe condition that requires correction.

Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring in the maintenance area, including a complete written report thereof to the City representative within five (5) business days following the occurrence.

It shall be the Contractor's responsibility to supply all safety equipment and to educate their employees in the rules of safety. Safety vests are to be worn at all times while working on City property.

19. Hours and Days of Service

Contractor shall perform the required maintenance services between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Contractor may work on Saturdays only with the City's approval. Any modification in the hours and days of maintenance as previously stated must be approved in advance by the City's representative.

20. Contractor's Staff

The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. All of the Contractor's staff shall be supervised by a qualified supervisor in the employ of the Contractor.

The Contractor shall provide a competent supervisor during all times that work is being performed. The supervisor must have the authority to represent and act for the Contractor in any matter pertaining to this contract. Upon award of the contract, the Contractor is to provide a list of all such supervisors to the City's contractual point of contact, Paragraph 7. Supervisors must be able to communicate verbally and in writing, in English with the City's representative with fixed office(s) within 50 miles of City Hall.

Contractor shall have staff dedicated to this project full-time.

Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the City's representative, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while working on this contract, shall be removed from all work under his contract.

Contractor's staff shall wear uniforms with the Contractor's company name, proper shoes, or other gear as required by State of California, Safety Regulations. If uniform shirts have buttons, they must be buttoned at all times. No advertisements or logos other than the Contractor's shall be on employee's uniforms. Contractor's employees shall be clean in appearance at the start of each workday.

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 \$ 750,000.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

Community Development Department
300 Richards Bl, 3rd Floor; Sacramento, CA 95811
(916) 808-6515 Phone/(916) 808-7722 Fax

Attn: CDD Accounting

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

ATTACHMENT 1 EXHIBIT B

Item No.	Size of Lot/Parcel	1 st Disc or mow	Subsequent Disc or mow
		Unit Price	Unit Price
1	1 through 2,500 sq. ft	\$85.00	\$62.00
2	2,501 through 5,000 sq. ft	\$85.00	\$62.00
3	5,001 through 10,000 sq. ft	\$107.00	\$71.00
4	10,001 through 15,000 sq. ft.	\$107.00	\$69.00
5	15,001 through 20,000 sq. ft	\$107.00	\$69.00
6	20,001 through 25,000 sq. ft	\$107.00	\$69.00
7	25,001 through 30,000 sq. ft	\$137.00	\$73.00
8	30,001 through 35,000 sq. ft	\$137.00	\$73.00
9	35,001 up to 1 acre	\$137.00	\$73.00
10	1 acre through 5 acres (per acre)	\$59.00	\$51.00
11	More than 5 acres (per acre)	\$55.00	\$50.00
Item No.	SPECIAL TRASH/DEBRIS REMOVAL COSTS		
	Item Description	Unit Price	
12	FRONT END LOADER	\$100.00 p/Hour	
13	DEBRIS REMOVAL	\$80.00 p/Cubic Yard	
14	HAND LABOR RATE	\$29.00 p/Hour	

NOTE: Payment for firebreaks will be based on the square footage actually disced or mowed (not on the total area of the lot/parcel).

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

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

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

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

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

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

7. CONTRACTOR Information.

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

- 8. Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers

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

9. Term; Suspension; Termination.

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

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type

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

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

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars

(\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

F. Subcontractors

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

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

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

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
 - A. **Use Tax Direct Payment Permit:** For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
 - B. **Sellers Permit:** For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales

and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

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

EXHIBIT E

LIVING WAGE REQUIREMENTS (Nonprofessional Service Agreement)

The Living Wage Ordinance

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

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

Contracts and Contractors Covered by the LWO

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

Contract Type

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

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

Contract Amount

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

Contractor Size

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

Subcontract Amount

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

Subcontractor Size

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

Payment of Living Wage to Covered Employees

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

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

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

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

The minimum compensation required is as follows:

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

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

Notification to Covered Employees

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

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

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

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

Subcontractor Compliance

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

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

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

No Reduction in Non-Wage Benefits

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

No Retaliation

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

No Reduction in Collective-Bargaining Wage Rates

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

Violations and Monitoring

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

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

Declaration of Compliance

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

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

Additional Information

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

EXHIBIT F

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

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

DEFINITIONS

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

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

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

(b) The Contractor shall give each existing employee working 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^{3/1/14}..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for^{Vacant Lot Weed Abatement}..... (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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pacific Alliance Insurance Brokerage License #0827633 P O Box 3947 Fresno CA 93650		CONTACT NAME: Maria Henry PHONE (A/C No. Ext): (877) 505-5310 E-MAIL ADDRESS: mhenry@jgparker.com FAX (A/C No.):	
INSURED Hunters Services Inc 2485 Notre Dame Blvd Suite 370-231 Chico CA 95928		INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Company NAIC # 38970 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 13/14 GL/Poll HSInc REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			PCG2001693400	8/8/2013	8/8/2014	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC									GENERAL AGGREGATE \$ 2,000,000
										PRODUCTS - COMP/OP AGG \$ 2,000,000
										\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$			
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$			
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$			
							\$			
	UMBRELLA LIAB						EACH OCCURRENCE \$			
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$			
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$			
A	Pesticide or Herbicide			PCG2001693400	8/8/2013	8/8/2014	1,000,000 occ 2,000,000 agg			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Sacramento, its officials, employees and volunteers are named as additional insured per the attached MGL1220 0113.

CERTIFICATE HOLDER City Of Sacramento 300 Richards Blvd-3rd Floor Sacramento, CA 98811	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mike Garza/MTH 
------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Additional Named Insureds

Other Named Insureds

Hunters Services Inc

Doing Business As

Additional Named Insureds

Other Named Insureds

Hunters Services

Additional Named Insured

Hunters Services Inc

Doing Business As

ADDITIONAL COVERAGES

Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

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

The additional premium for this endorsement shall be 3% of the total California Workers' Compensation premium otherwise due.

Schedule

<u>Person or Organization</u>	<u>Job Description</u>
ANY PERSON / ORG WHEN REQUIRED BY WRITTEN CONTRACT	ALL CA OPERATIONS

Policy Number: WPL 5006016 02

Insured: Hunters Services Inc

Endorsement Effective: 3/21/13

Coverage Provided by: Ins Co of the West

Issue Date: 03/15/13

Countersigned by:



PL#PCG2001693400

MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PEST CONTROL COMMERCIAL GENERAL LIABILITY ENHANCEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the limits, additional coverages and extensions provided by this endorsement. For complete details on specific coverages, consult the policy contract wording. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, Declarations, or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

SCHEDULE

Table with 2 columns: Coverage Description and Limit/Condition. Includes items like Lost Key Coverage, Extended Property Damage, Non-Owned Watercraft, etc.

A. LOST KEY COVERAGE

1. The following is added to **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

We will pay those sums that the insured becomes legally obligated to pay as damages because of “property damage” due to the loss of keys in the care, custody or control of the insured or the insured’s “employees”. Our liability for all damages is limited to:

1. The actual cost of the lost keys;
 2. The adjustment of locks to accept new keys; or
 3. New locks, if required, including the cost of their installation.
2. The following is added to **SECTION III – LIMITS OF INSURANCE**:

The Limits of Insurance shown in the Schedule of this endorsement are subject to the following provisions:

- a. The Annual Aggregate Limit is the most we will pay for all “property damage” resulting from the loss keys as described in the endorsement.
- b. Subject to the Aggregate Limit, the per “occurrence” limit is the most we will pay for all “property damage” resulting from the loss of keys as described in this endorsement.
- c. The Limits of Insurance shown in the above Schedule for this coverage are part of and not in addition to the applicable Limits of Insurance shown in the Commercial General Liability Coverage Declarations.

B. EXTENDED PROPERTY DAMAGE – EXPECTED OR INTENDED INJURY

Paragraph **2.a. Expected Or Intended Injury** of **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

- a. “Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

C. NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT RENTED OR LOANED TO YOU

1. Paragraph **2.g.(2) Aircraft, Auto Or Watercraft** of **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge.

2. The following is added to paragraph **2.g.(2) Aircraft, Auto or Watercraft** of **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (6) An aircraft not owned by any insured that is rented or loaned to you with a paid crew.

If other insurance applies to a loss because of “property damage” to non-owned watercraft or aircraft as described in **(2)(a)** and **(b)** or **(6)** above, the insurance provided by this Coverage Form does not apply whether the other insurance is primary, excess, contingent, or issued on any other basis.

D. PROPERTY DAMAGE – BORROWED EQUIPMENT

1. The following is added to Paragraph **2.j. Damage To Property** of **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraph **(4)** of this exclusion does not apply to “property damage” to borrowed equipment while that equipment is not being used to perform operations.

2. The following is added to **SECTION III – LIMITS OF INSURANCE**:

Subject to the General Aggregate provision, the most we will pay under this provision for “property damage” to borrowed equipment is the amount shown in the Schedule of this endorsement.

The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured whether primary, excess, contingent or on any other basis.

E. PROPERTY DAMAGE – CUSTOMERS' GOODS

1. Paragraph **2.j. Damage To Property** of **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended as follows:

Paragraph **(3), (4), and (6)** of this exclusion does not apply to "property damage" to "customers' goods".

2. The following is added to **SECTION III – LIMITS OF INSURANCE**:

Subject to the General Aggregate provision, the most we will pay under this provision for "property damage" to "customers' goods" is the amount shown in the Schedule of this endorsement.

The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured whether primary, excess, contingent or on any other basis.

3. The following is added to the **DEFINITIONS**:

"Customers' goods" mean tangible personal property belonging to your customers and left with you for storage, service or repair.

"Customers' goods" do not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Personal property while airborne or waterborne;
- e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- f. Vehicles or self-propelled machines (including aircraft or watercraft) that are licensed for use on public roads.

This paragraph does not apply to:

- (1) Vehicles or self-propelled machines, other than "autos", you hold for sale; or
 - (2) Rowboats or canoes out of water at the described premises;
- g. The following property while outside of buildings:
 - (1) Grain, hay, straw, or other crops;
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than trees, shrubs or plants held for sale).

F. DAMAGE TO PREMISES RENTED TO YOU

The following applies when Damage To Premises Rented To You Limit is shown in the Declarations.

1. The last paragraph in **A.2. Exclusions** of **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

2. Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE** is replaced by the following:

- 6.** Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you. In the case of damage by fire, lightning, explosion, smoke, or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You limit is equal to the Each Occurrence Limit shown in the General Liability Declarations.

3. Paragraph **4.b.(1)(a)(ii) Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

is replaced by the following:

That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

4. Paragraph **a.** in definition **9.** "insured contract" of **DEFINITIONS** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

G. PERSONAL AND ADVERTISING INJURY

1. Paragraphs **2.b.** and **2.c.** **Exclusions** of **SECTION I – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** are replaced with the following:

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication of material in any manner, if done by you or at your direction with knowledge of its falsity;

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication of material whose first publication took place before the beginning of the policy period.

2. Paragraphs **14.d.** and **14.e.** "Personal and advertising injury" of **DEFINITIONS** is replaced by the following:

d. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that violates a person's right to privacy;

H. MEDICAL PAYMENTS

The following applies only if Medical Payments Coverage is not excluded from the policy to which this endorsement is attached.

Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE** is replaced by the following:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is equal to the:

a. Medical Expense Limit stated in the Declarations; or

b. The amount shown in the Schedule of this endorsement,

whichever is greater, and is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

I. SUPPLEMENTARY PAYMENTS – BAIL BONDS AND LOSS OF EARNINGS

Paragraphs **1.b.** and **1.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE** are replaced by the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds;

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work;

J. WHO IS AN INSURED - BROADENED

SECTION II – WHO IS AN INSURED is amended as follows:

1. The following is added to Paragraph **2.a.**:

Paragraph **(1)** does not apply to "executive officers", or to managers at the supervisory level or above.

2. The following is added to Paragraph **2.**:

Any legally incorporated entity of which you own at least 51% of the voting stock on the inception date of this Coverage Form and on the date of any covered "occurrence", claim or "suit".

This insurance shall not apply to any entity that is already an insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its Limits of Insurance.

3. Newly Acquired or Formed Organizations

Paragraph **3.a.** is replaced by the following:

a. Coverage for your newly acquired or formed organization shall be:

- (1)** Effective on the date of acquisition or affirmation; and
- (2)** Afforded until the end of the policy period of this Coverage Form.

K. ADDITIONAL INSURED – BY WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

The following paragraphs are added to **SECTION II - WHO IS AN INSURED**:

Any person or organization for whom you are required by written contract, agreement, permit or authorization to provide insurance is an insured, subject to the following additional provisions:

- 1.** The contract, agreement, permit or authorization must be in effect during the policy period shown in the Declarations. It must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
- 2.** The insurance provided to this additional insured only applies with respect to "bodily injury", "property damage" or "personal and advertising injury", caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf in connection with:
 - a.** The ownership, maintenance or use of that part of premises you own, rent, lease or occupy. However, this insurance does not apply to any:
 - (1)** "Occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you; and
 - (2)** Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured;
 - b.** The performance of your ongoing operations for that insured, whether the work is performed by you or for you;
 - c.** "Your work" performed for the additional insured(s) at the location designated in the contract, agreement or permits and included in the "products-completed operations hazard".
 - d.** The maintenance, operation or use by you of equipment leased to you by the additional insured. However, this insurance does not apply to:
 - (1)** Any "occurrence" which takes place after the equipment lease expires or you cease to lease that equipment; and
 - (2)** "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured;
 - e.** Permits or authorizations issued by any state or political subdivision with respect to operations performed by you or on your behalf.

However, this insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for that state or municipality.
- 3.** The insurance afforded to mortgagees, assignees, or receivers does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- 4.** The insurance afforded to architects, engineers, or surveyors does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including:
 - a.** The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - b.** Supervisory, inspection or engineering services.

5. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services.
6. This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this insurance, including any endorsements made a part of this policy.
7. This insurance does not apply to any person or organization included as an insured by an endorsement issued by us and otherwise made part of this insurance.
8. No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

L. ADDITIONAL INSURED – VENDORS

The following is added to Paragraph 2. of **SECTION II - WHO IS AN INSURED**:

Each of the following is also an insured:

Any vendor with whom you have agreed in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. This provision is subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
 - h. Any failure to maintain the product in a merchantable condition; or
 - i. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. This exclusion does not apply to:
 - (1) The exceptions contained in subparagraphs (d) or (f); or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization from whom you have acquired:
 - a. Such products; or
 - b. Any ingredient, part or container entering into, accompanying or containing such products.
3. This provision does not apply to any vendor included as an insured by an endorsement issued by us and otherwise made a part of this insurance.
4. This provision does not apply if "bodily injury" or "property damage" included in the "products-completed operations hazard" is excluded either by the provisions of this insurance or by endorsement.

M. PER LOCATION OR PER PROJECT AGGREGATES

The following is added to **SECTION III – LIMITS OF INSURANCE**:

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE C**, which can be attributed only to operations at a covered "location" or covered construction project:
 - a. A separate Per Location or Per Project General Aggregate Limit applies to each covered "location" or covered construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - b. The Per Location or Per Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
 - c. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Per Location or Per Project General Aggregate Limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.
 - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Location or Per Project General Aggregate Limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A**, and for all medical expenses caused by accidents under **COVERAGE C**, which cannot be attributed only to ongoing operations at a covered "location" or covered project:
 - a. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - b. Such payments shall not reduce any Per Location or Per Project General Aggregate Limit.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Per Location or Per Project General Aggregate Limit.
4. For the purposes of this section of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
5. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
6. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply.

N. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Your obligation to notify us as soon as practicable of an "occurrence", offense, claim or "suit" is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such "occurrence", offense, claim or "suit".

O. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Paragraph 6. **Representations** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Based on our reliance on your representations as to existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this insurance, we shall not deny coverage under this insurance

because of such failure.

P. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. The waiver applies only to the person or organization with whom you have agreed in a written contract prior to an “occurrence” to waive such rights.

Q. LIBERALIZATION

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Liberalization Clause

If we adopt any revision that would broaden the coverage under this insurance without additional premium, the broadened coverage will immediately apply to this insurance as of the day the revision is effective in your state.

R. MENTAL ANGUISH COVERAGE THAT RESULTS FROM BODILY INJURY

Paragraph **3. “bodily injury”** of **DEFINITIONS** is replaced by the following:

“Bodily injury” means:

- a. Bodily injury, sickness or disease sustained by a person including mental anguish or emotional distress provided such mental anguish or emotional distress results from any of these; and
- b. Death resulting from bodily injury, sickness or disease.

S. MOBILE EQUIPMENT

The following is added to the definition of “mobile equipment”, Paragraph **12.f.(1)**, of **DEFINITIONS**:

This shall not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

All other terms and conditions remain unchanged.

Progressive
P.O. Box 94739
Cleveland, OH 44101
1-800-895-2886



Policy number: 02442722-0

Underwritten by:
Progressive Express Ins Company
February 12, 2014
Page 1 of 2

Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured CITY OF SACRAMENTO 300 RICHARDS BL SACRAMENTO, CA 98811	HUNTERS SERVICES INC 2485 NOTRE DAME BL 370-231 CHICO, CA 95928	PROG COMMERCIAL PO BOX 94739 CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Oct 10, 2013 Policy Expiration Date: Oct 10, 2014

Insurance coverage(s)	Limits
Bodily Injury/Property Damage	\$1,000,000 Combined Single Limit
Uninsured/Underinsured Motorist	\$1,000,000 Combined Single Limit
Employer's Non-Owned Auto BIPD	\$1,000,000 Combined Single Limit
Hired Auto Bodily Injury/Property Damage	\$1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

1994 FORD RANGER 1FTCR15X6RPC55948	
Comprehensive	\$250 Ded
Collision	\$250 w/Waiver Ded
Rental Reimbursement	\$40 Per Day (\$1200 Max)
2007 DODGE RAM 1500 1D7HA16K77J573745	
Comprehensive	\$250 Ded
Collision	\$250 w/Waiver Ded

City of Sacramento, Officials, employees, and volunteers

Policy number: 02442722-0

Page 2 of 2

Certificate number

04314A08722

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

A handwritten signature in black ink, appearing to be 'K. P. M.' with a stylized flourish at the end.

Form 5241 (10/02)