

Meeting Date: 4/1/2014

Report Type: Consent

Report ID: 2014-00169

Title: Riverside Pocket Streetscapes Maintenance Agreement

Location: District 7

Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to execute a one year non-professional services agreement with two one-year extensions with New Image Landscape for the maintenance of the Riverside Pocket Streetscapes area for a total amount of the three year agreement not to exceed \$172,609.

Contact: Jim Horton, Program Specialist, (916) 808-5567; Juan Montanez, Maintenance Services Division Manager, (916) 808-2254, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Streetscape Maintenance

Dept ID: 15001681

Attachments:

1-Description/Analysis

2-Exhibit A-Contract

City Attorney Review

Approved as to Form

Gerald Hicks

3/14/2014 11:11:56 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 3/13/2014 7:03:46 AM

Description/Analysis

Issue Detail: The Maintenance Services Division, Streetscapes Maintenance Section, of the Department of Public Works has an ongoing need to maintain the landscaping in the Riverside Pocket Streetscapes Maintenance area. Staff recommends a non-professional services agreement be executed with New Image Landscape for the Riverside Pocket Streetscapes Maintenance area.

The Riverside Pocket Streetscapes consist of ten locations along the Riverside Boulevard-Pocket Road-Meadowview Road corridor, between Florin Road and Freeport Boulevard. Please refer to the Non-Professional Services Agreement for specific streetscape locations.

Policy Considerations: The recommendations in this report are in accordance with the provisions of City Code Chapter 3.56 and Administrative Policy 4101, Non-Professional Services.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): Under the CEQA guidelines, continuing administrative or maintenance activities do not constitute a project and are therefore exempt from review.

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

Rationale for Recommendation: On January 9, 2014, Invitation for Bid B14151681025 was issued for Riverside Pocket Streetscapes. On January 22, 2014, the City received three responsive and responsible bids over \$100,000 requiring council approval. Based upon the bid results below, staff recommends award of a one-year non-professional services agreement with two one-year extensions to the lowest responsive and responsible bidder, New Image Landscape for an amount not to exceed \$172,609 for the three years. Each one-year extension of the three year agreement will be mutually agreed upon and in writing.

	New Image Landscape	Parker Landscape	Roush Landscape
Year 1	47,520.00	51,720.00	52,800.00
Year 2	48,945.00	54,348.00	52,800.00
Year 3	51,392.88	57,132.00	52,800.00
Crew Rate	8,250.00	9,850.00	8,000.00
Crew Rate	8,250.00	9,850.00	8,000.00

Crew Rate	8,250.00	9,850.00	8,000.00
Total	172,609.00	192,750.00	182,400.00

Financial Considerations: Purchases will be made from the Department of Public Works, Maintenance Services Division, Streetscapes Maintenance Section operating budget. Streetscapes maintenance agreements are primarily funded by fees from the Citywide Landscaping & Lighting District and 15 special districts. This project will be funded 90% by Landscape and Lighting (Fund 2232) and 10% by Neighborhood Special District (Fund 2205). There are no General Funds planned for these services. There is sufficient funding available in the operating budget to support the projected maintenance requirements for Fiscal Year 2013-14.

Local Business Enterprise (LBE): New Image Landscape is a Local Business Enterprise.

PROJECT NAME: Riverside Pocket Streetscapes
DEPARTMENT: Public Works
DIVISION: Maintenance Services

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

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

*New Image Landscape Company
Mailing Address: 3250 Darby Common, Fremont, CA 94539
Sacramento Address: 7551 14th Avenue, Suite C, Sacramento, CA 95820
Phone: 510-226-9191 / Email: Gruvalcaba@newimagelandscape.com*

("CONTRACTOR"), who agree as follows:

- 1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

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

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

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

- 4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
- 5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
- 6. **Living Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements.
- 7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
- 8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
- 9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

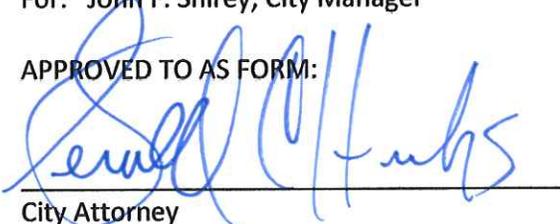
ATTEST:

Print name: Jerry Way

Title: Director of Public Works
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:

New Image Landscape Company, Inc.
NAME OF FIRM

94-3235925
Federal I.D. No.

42-063438
State I.D. No.

1012826
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: _____)

Guillermo Ruvalcaba
Signature of Authorized Person
Guillermo Ruvalcaba, Vice President
Print Name and Title

I. Briggs
Additional Signature (if required)

Irene Briggs, Treasurer
Print Name and Title

**DECLARATION OF COMPLIANCE
Living Wage Ordinance**

Name of Contractor: New Image Landscape Company
Mailing Address: 3250 Darby Common, Fremont, CA 94539
Local Address: 7551 14th Avenue, Suite C, Sacramento, CA 95820

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.

Guillermo Rivalcaba

Date: February 3, 2014

Signature of Authorized Representative

Print name: Guillermo Rivalcaba

Title: Vice President

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: New Image Landscape Company
Mailing Address: 3250 Darby Common, Fremont, CA 94539
Local Address: 7551 14th Avenue, Suite C, Sacramento, CA 95820

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.

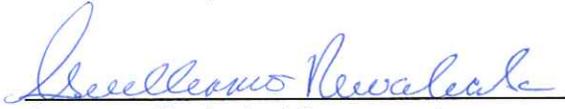
4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the 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

February 3, 2014
 Date

Guillermo Ruvalcaba
 Print Name

Vice President
 Title

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Name: Kevin Boisa, Project Manager
Mailing Address: 5730 24th Street, Bldg. 9, Sacramento, CA 95820
Phone: 916-808-6286 / E-mail: kboisa@cityofsacramento.org*

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

The CONTRACTOR Representative for this Agreement is:

*Name: Guillermo Ruvalcaba, Operations Manager
Mailing Address: 3250 Darby Common, Fremont, CA 94539
Local Address: 7551 14th Avenue, Suite C, Sacramento, CA 95820
Phone: 510-226-9191 / E-mail: grualcaba@newimagelandscape.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.

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 from the date of award by council approval through February 28, 2015 with the option for two one year extensions, or in accordance with the schedule. Each one year extension will be mutually agreed upon and in writing.

B14151681025

**City of Sacramento
REPAIR CREW RATES**

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

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

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

Item #1 – GENERAL GARDENING CREW RATE

(TWO PERSON CREW)

Provide general gardening services, as required, i.e. plant and special cleanups, pruning and work as such.

\$ 35.00 per hour

Item #2 – SPECIALTY IRRIGATION RATE

(IRRIGATION TECHNICIAN ONLY)

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

\$ 55.00 per hour

Item #3 – EMERGENCY RESPONSE

In the event and immediate response is required outside normal working hours of 7:30am to 4pm, Monday to Friday, the Streetscapes Inspector may authorize an Emergency PER CALL RATE OF NOT TO EXCEED ONE AND ONE HALF (1 1/2) TIMES THE HOURLY SPECIALTY IRRIGATION RATE.

#4 – PERCENTAGE MARKUP ON MATERIALS

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

15 %

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

General Gardening Crew Rate (Item # 1) x 80 hours = \$ 2,800.00
 Specialty Irrigation Rate (Item # 2) x 80 hours = \$ 4,400.00
 Materials Markup (Item # 4) x \$7,000 = \$ 1,050.00 (amount of mark up only)

(TOTAL) \$ 8,250.00

ENTER ABOVE TOTAL ON THE PRICING SCHEDULE PAGE WHERE INDICATED

8/19/13

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 \$55,770.00.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
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:

*City of Sacramento, 24th St Corporation Yard
5730 24th Street, Bldg. 9, Sacramento, CA 95822
Phone: 916-808-6286 / Email: kboisa@cityofsacramento.org
Attn: Kevin Boisa*

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

Attachment 1 to Exhibit B

**TECHNICAL SPECIFICATIONS
AND SCOPE OF WORK****PRE-BID MEETING:**

All prospective new contractors are required to attend a Pre-Bid Meeting with the Streetscapes Maintenance Staff for vital contract specification training. Bidders can contact Sheryl Fox at (916) 808-4959 or Loretta DuPriest at (916) 808-6285 for meeting schedule. The Landscape Maintenance Services General Specifications and Provisions LS10-1 will be made available at the meeting or is available for download at:

<http://www.cityofsacramento.org/transportation/street/streetscape.html>

BID SUBMISSION:

Informal Bids: Bid submission packets must be mailed or hand delivered to the address indicated on the bid packet with the bid # written on the front of the envelope. Bids will not be accepted by email or fax.

Formal Bids: Bids will be opened by the City Clerk and must be delivered to the City Clerk's office by date and time indicated on bid packet. Bids will not be accepted by email or fax.

INSURANCE AND BOND REQUIREMENTS:

Insurance requirements are as outlined in Item 4, above, of this Invitation for Bid.

PRICING:

The prices quoted to the City shall be as low as, or lower than those charged the Contractor's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

COOPERATIVE PURCHASING:

If mutually agreeable to both parties, the use of any result contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

DISMISSAL OF UNSATISFACTORY EMPLOYEES:

The Contractor shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

DRUG-FREE WORKPLACE POLICY:

The City of Sacramento is committed to providing a safe workplace for its employees and citizens alike. An essential part of this commitment is keeping the work environment free from

Revised 1-24-13

drugs. In 1989, to assist in the achievement of this end, the City established a Drug-Free Workplace Policy. As a contractor doing business with the City, it is expected that your firm will also implement a drug-free policy that informs your employees of the dangers and prohibition of drug abuse and that you will join with the City in maintaining a drug-free workplace.

If, in the performance of work under this contract, any employee of the Contractor exhibits unacceptable behavior that may be related to use of drugs or alcohol, the City reserves the right to discuss the employee's behavior with the Contractor. If the unacceptable behavior persists, the City may require that the employee be removed from all work under this contract.

MODIFICATION OF CONTRACT:

The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

A. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Streetscapes Maintenance Contract Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.

B. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Streetscapes Maintenance Contract Manager. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

SUBCONTRACTS AND ASSIGNMENTS:

No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be subcontracted in whole or in part, nor assigned by the contractor, nor may assignment of any money due or to become due the contractor under this contract be made without the prior written consent of the City. Where authorized by the City, the contractor shall select all subcontractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.

NO BIDS ACCEPTED VIA FAX or EMAIL. Bids should be mailed or hand delivered to specified location in bid document with bid number and name of project clearly printed on the front.

MAINTENANCE PERFORMANCE SCHEDULES AND MAPS FOLLOW

MAINTENANCE PERFORMANCE SCHEDULE

CONTRACT: RIVERSIDE POCKET STREETSCAPES PG 1
 (SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS)

SSA#: 1011

AREA SIZE:

SQ. FT.

ACRES

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									SCHEDULES SHALL BE SUBMITTED WITHIN 2 WEEKS OF AWARD OF CONTRACT
TURF									DIRECTIONAL CHANGE AS NEEDED
MOW							6		FEB, MAR, APR, JUN, AUG, OCT (NO COMBO WEED AND FEED)
FERTILIZE									
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE							3		APRIL, JUNE, AUG - SUBMIT SCHEDULE
RE-SEED									
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
GROUND COVER									
FERTILIZE							2		MARCH (Slow release) SEPT. (Cool season)
PRUNE							2		
WINTER MOW									
SHRUBS									
PRUNE							6		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							2		MARCH (Slow release) SEPT. (Cool season)
CULTIVATE									
DEBRIS									ALL PLANT MATERIAL MUST BE KEPT PRUNED TO MAINTAIN SEPERATION OF SPECIES
LEAF PICK-UP									WALL VINE SHALL BE PRUNED TO 12" BELOW TOP OF WALLS AND THINNED TO PREVENT PULLING AWAY FROM WALLS
LITTER AND OTHER DEBRIS PICK-UP									THICKNESS SHALL NOT EXCEED 6 INCHES
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT							2		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER									
SEE SITE SPECIFICATIONS FOR ADDITIONAL DETAILS									
THESE ARE MINIMUM REQUIREMENTS- REFER TO THE LS-10 FOR ADDITIONAL CONTRACT COMPLIANCE									

MAINTENANCE PERFORMANCE SCHEDULE

CONTRACT: RIVERSIDE POCKET STREETSCAPES PG 2
 (SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS)

SSA#: 1011

AREA SIZE: _____ SQ. FT.

ACRES _____

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	____ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									Contractors maintaining the City's street-scapes are expected to provide a level of service necessary to maintain the landscape and non-landscapes areas in the professional manner expected, even if the frequency exceeds the minimum required by the Contract Specifications. Contract Specs are results-based not effort-based.
TURF									
MOW									
FERTILIZE									
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE									
RE-SEED									
IRRIGATION SYSTEM									REPORT ANY GRAFFITI, SAFETY OR MAINTENANCE ISSUES TO THE CITY STREETSAPES OFFICE SO THEY CAN BE REPORTED TO THE PROPER DEPARTMENT
CHECK									
ADJUST TIMING									
GROUND COVER									IT IS THE CONTRACTORS RESPONSIBILITY TO INSPECT EACH SITE WEEKLY TO ASSURE ALL WORK IS BEING DONE PER SPECIFICATIONS
FERTILIZE									
PRUNE									
WINTER MOW									
SHRUBS									CONTRACTOR SHALL USE ADVANCE WARNING SIGNS DURING ALL OPERATIONS
PRUNE									
FERTILIZE									
CULTIVATE									
DEBRIS									ALL CONTRACTORS EMPLOYEES SHALL WEAR SAFETY VESTS AND ALL VEHICLES SHALL HAVE THE COMPANY NAME ON THEM
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									CONTRACTOR SHALL KEEP ALL HARDSCAPED AREAS WEED AND DEBRIS FREE INCLUDING TURN POCKETS WEEKLY
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT									
OTHER									
SEE SITE SPECIFICATION FOR ADDITIONAL DETAILS									

MAINTENANCE PERFORMANCE SCHEDULE

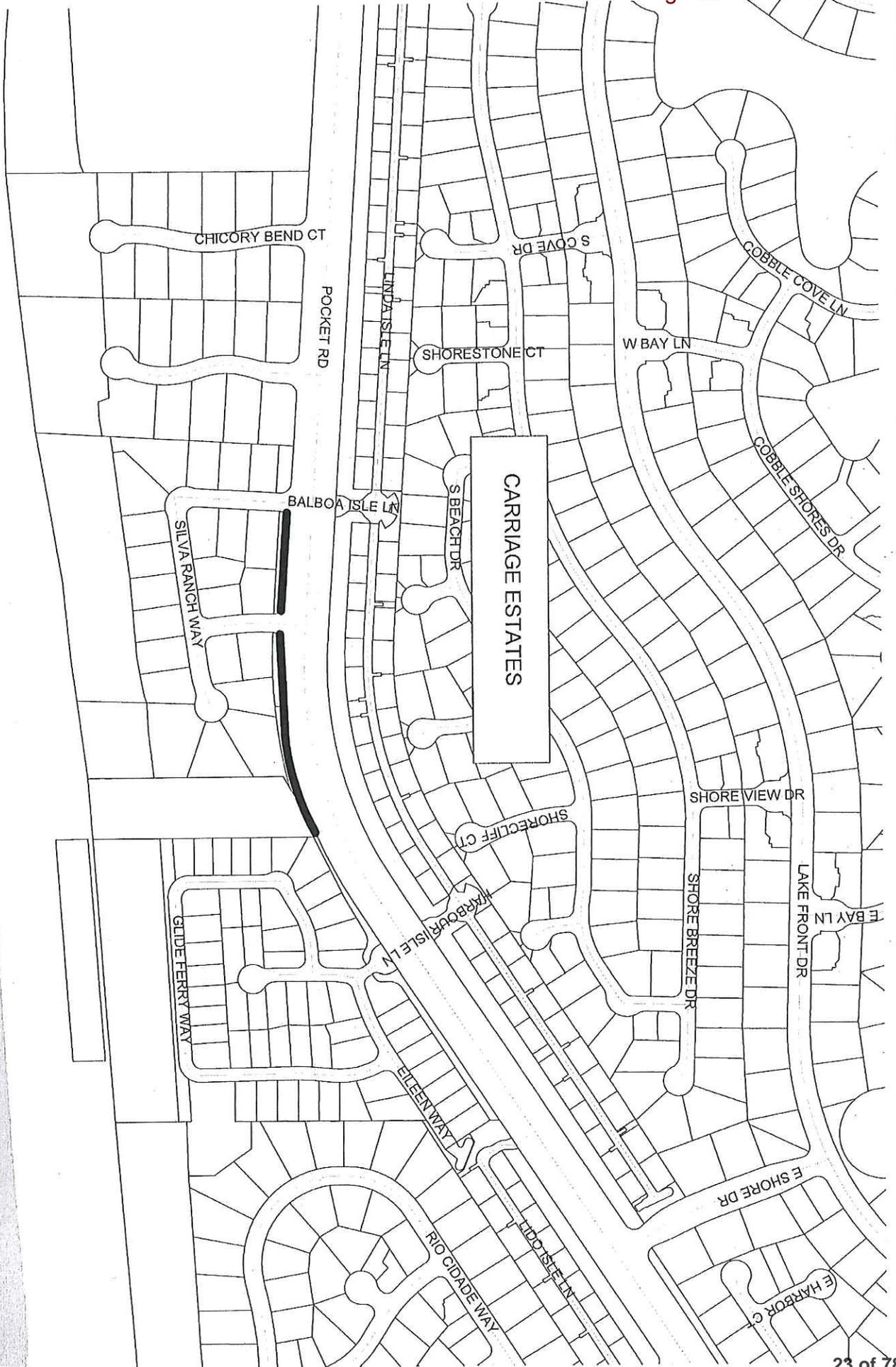
Site Name: **CARRIAGE ESTATES**
 (SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS)
SOUTH SIDE OF POCKET RD AT SILVA RANCH WAY

SSH#: **0260**

AREA SIZE: **41,897** SQ. FT.

0.96 ACRES

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									MAINTAIN IVY OFF OF WALL
TURF									
MOW							6		DIRECTIONAL CHANGE AS NEEDED
FERTILIZE									FEB, MAR, APR, JUN, AUG, OCT
MECHANICAL EDGE									(NO COMBO WEED AND FEED)
CHEMICAL EDGE									
AERATE							3		APRIL, JUNE, AUG - SUBMIT SCHEDULE
RE-SEED									TURF SHALL BE KEPT MOWED TO A
									2 INCH MINIMUM HEIGHT
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
									CONTROLLER AT S/W CORNER OF
									WILLOW POINT AND POCKET RD
GROUND COVER							2		MARCH (Slow release) SEPT. (Cool season)
FERTILIZE							2		SHALL BE KEPT AT EVEN HEIGHT FOR
PRUNE									A NEAT APPEARANCE
WINTER MOW									
SHRUBS									
PRUNE							6		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							2		MARCH (Slow release) SEPT. (Cool season)
CULTIVATE									PRUNE FOR MAINTAINED AND NEAT
									APPEARANCE
DEBRIS									
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT							2		EARLY MARCH, EARLY MAY - SUBMIT SCHEDULE
OTHER									
SECTION IN FRONT OF REDWOODS EAST OF GRASS YOU SHALL MAINTAIN TURF, THIS IRRIGATION IS NOT HOOKED UP TO THE DISTRICT CONTROLLER									



MAINTENANCE PERFORMANCE SCHEDULE

Site Name: FREEPORT MEADOWVIEW MEDIANS
 (SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS)
 MEDIANS ON FREEPORT BLVD NORTH AND SOUTH OF MEADOWVIEW RD

SS#: 1690

AREA SIZE: 16,818 SQ. FT.

0.386 ACRES

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									KEEP AREA AT NORTH END WITH TRAFFIC BALLARDS WEED FREE
TURF									
MOW									NORTH MEDIAN HAS SOLAR CONTROLLER SOUTH MEDIAN HAS 2 TBOS CONTROLS LOCATED IN VALVE BOXES
FERTILIZE									POC IS ON THE MEDIANS
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE									
RE-SEED									
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY REPLACE BATTERIES AS NEEDED
GROUND COVER									
FERTILIZE							2		MARCH (Slow release) SEPT. (Cool season)
PRUNE							2		
WINTER MOW									
SHRUBS									
PRUNE							6		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							2		MARCH (Slow release) SEPT. (Cool season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT							2		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER									



MAINTENANCE PERFORMANCE SCHEDULE

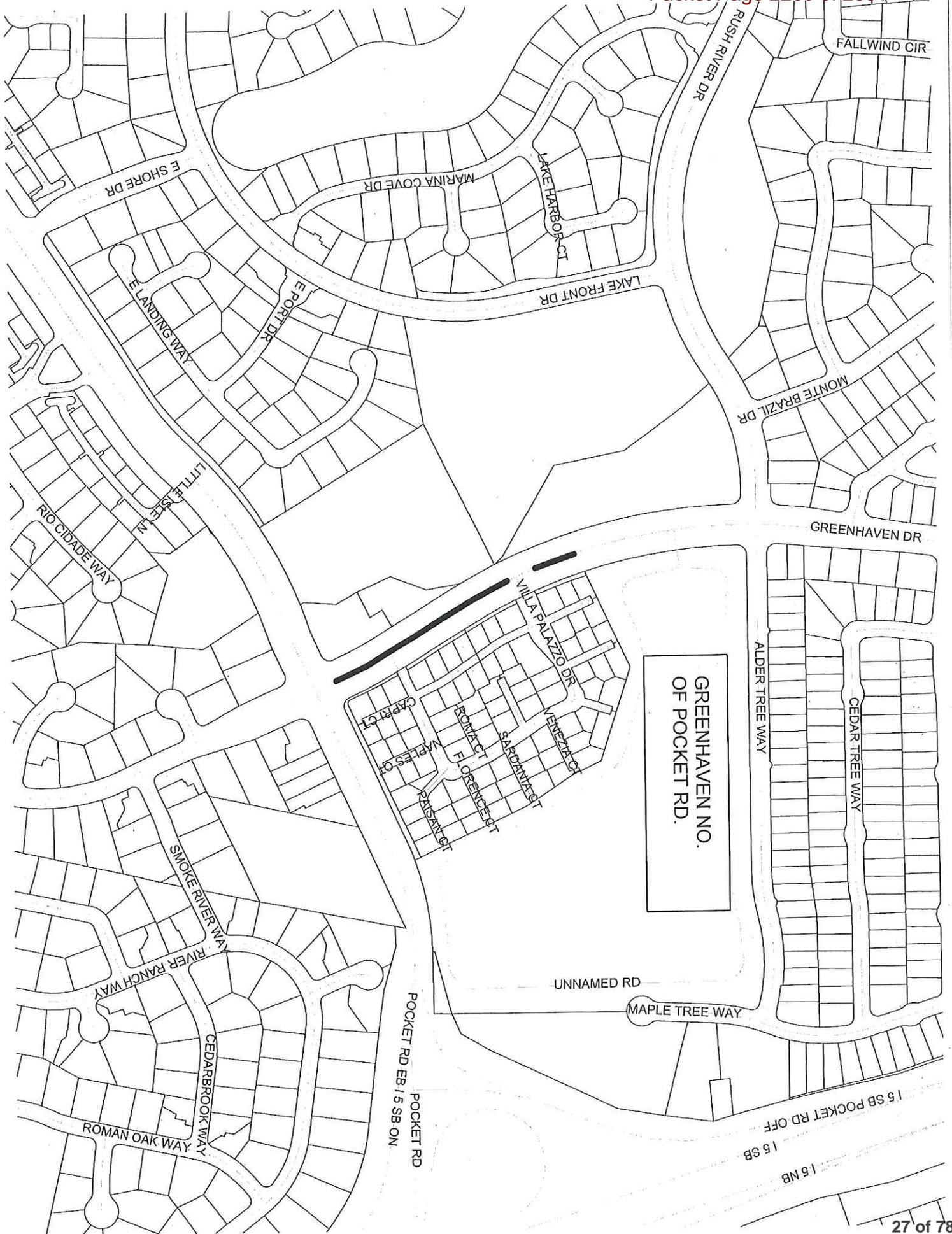
Site Name: GREENHAVEN-NORTH OF POCKET RD
 (SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS)
 GREENHAVEN ROAD MEDIANS NORTH OF POCKET RD

SS#: 0300

AREA SIZE: 12.485 SQ. FT.

0.29 ACRES

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									FIBER OPTIC LINES BURIED WITHIN 12 INCHES OF FINISH GRADE CHECK MAP PRIOR TO ANY DIGGING FOR LOCATION.
TURF									
MOW									
FERTILIZE									
MECHANICAL EDGE									
CHEMICAL EDGE									IRRIGATION CONTROLLER IS ON EAST SIDE OF THE ROAD NORTH OF THE ENTRY INTO VILLA PALAZZO, SHARED POC ON MEDIAN
AERATE									
RE-SEED									
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
GROUND COVER									
FERTILIZE							2		MARCH (Slow release) SEPT. (Cool season)
PRUNE							2		
WINTER MOW									
SHRUBS									
PRUNE							6		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							2		MARCH (Slow release) SEPT. (Cool season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									KEEP LEAVES AND DEBRIS OUT OF DIETIS
LITTER AND OTHER DEBRIS PICK-UP									AS MUCH AS POSSIBLE FOR NEAT APPEARANCE
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT							2		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER									



MAINTENANCE PERFORMANCE SCHEDULE

Site Name: GREENHAVEN-SOUTH OF POCKET RD
 (SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS)
 GREENHAVEN DR SOUTH OF POCKET RD.

CS#: 0310

AREA SIZE: 1,960 SQ. FT.

0.046 ACRES

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	X YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW							6		DIRECTIONAL CHANGE AS NEEDED FEB, MAR, APR, JUN, AUG, OCT (NO COMBO WEED AND FEED)
FERTILIZE									
MECHANICAL EDGE									
CHEMICAL EDGE							3		APRIL, JUNE, AUG- SUBMIT SCHEDULE
AERATE									TURF SHALL BE KEPT MOWED TO 2 INCH MINIMUM HEIGHT
RE-SEED									
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
GROUND COVER									
FERTILIZE							2		MARCH (Slow release) SEPT. (Cool season)
PRUNE							2		
WINTER MOW									
SHRUBS									
PRUNE							6		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							2		MARCH (Slow release) SEPT. (Cool season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT							2		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER									
SOUTH END CAP OF MEDIAN IS MAINTAINED BY RESIDENTS FOR FLOWER PLANTING ONLY									
IRRIGATION CONTROLLER IS LOCATED AT S/E CORNER IN STAINLESS ENCLOSURE. RAINBIRD CONTROLLER									



GREENHAVEN SO.
OF POCKET RD.

GRASS ONLY, PLANTS
SERVICED BY OTHERS

MAINTENANCE PERFORMANCE SCHEDULE

Site Name: MEADOWVIEW DEPOT

SS#: 1540

AREA SIZE: N/A SQ. FT.

N/A ACRES

(SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS)

MEADOWVIEW RD MEDIANS EAST OF FREEPORT IN FRONT OF HOME DEPOT

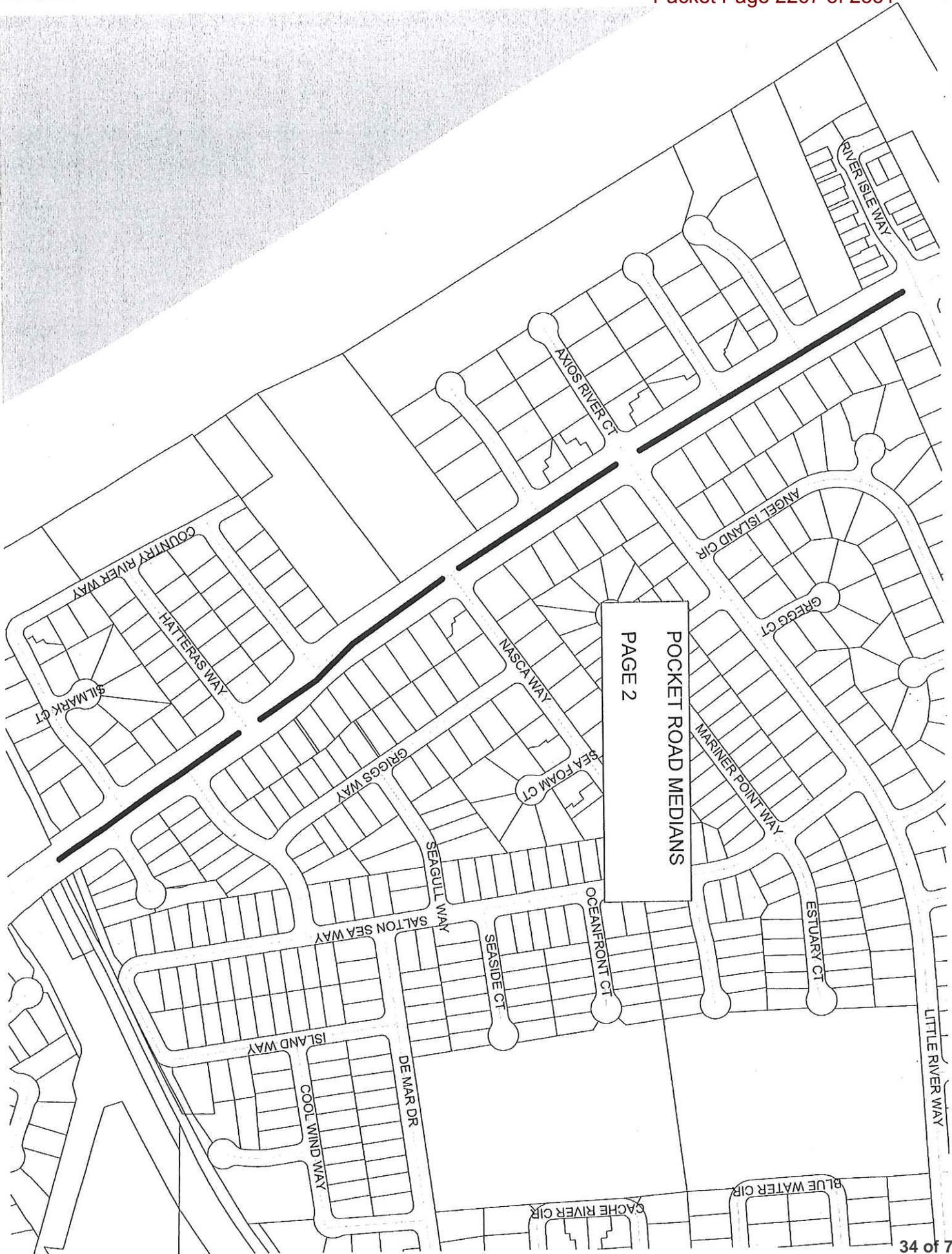
ACTIVITY	FREQUENCY						AS REQUIRED	COMMENTS
	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY		
SITE SERVICED								
TURF								
MOW								KEEP ALL HARDSCAPE AND COBBLE AREA CLEAN AND WEED FREE AT ALL TIME INCLUDING TURN POCKETS AND NOSE OF ISLANDS
FERTILIZE								
MECHANICAL EDGE								
CHEMICAL EDGE								
AERATE								
RE-SEED								SOLAR CONTROLLER AND POC LOCATED ON MEDIANS
IRRIGATION SYSTEM								
CHECK								FROM CONTROLLERS ONLY
ADJUST TIMING								VISUAL INSPECTION FROM CREW WEEKLY
GROUND COVER								
FERTILIZE						2		MARCH (Slow release)(SEPT. (Cool season)
PRUNE						2		
WINTER MOW								
SHRUBS								
PRUNE						6		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE						2		MARCH (Slow release)SEPT. (Cool season)
CULTIVATE								KEEP PRUNED FOR NEAT APPEARANCE AND TO MAINTAIN VISIBILITY
DEBRIS								
LEAF PICK-UP								
LITTER AND OTHER DEBRIS PICK-UP								
WEED CONTROL								
HAND WEEDING								
PRE-EMERGENT/ POST-EMERGENT						2		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER								



MAINTENANCE PERFORMANCE SCHEDULE

Site Name: **POCKET RD MEDIANS** SS#: **0330** AREA SIZE: **60,000** SQ. FT. **1.37** ACRES
 (SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS) RIVERGATE WAY TO RIVER LANDING DR (THE SECTION OF TURF) AND FROM GREENHAVEN DR TO FREEPORT BLVD
 MAINTAINING HARDSCAPE MEDIANS TO THE INTERSTATE 5 FREEWAY

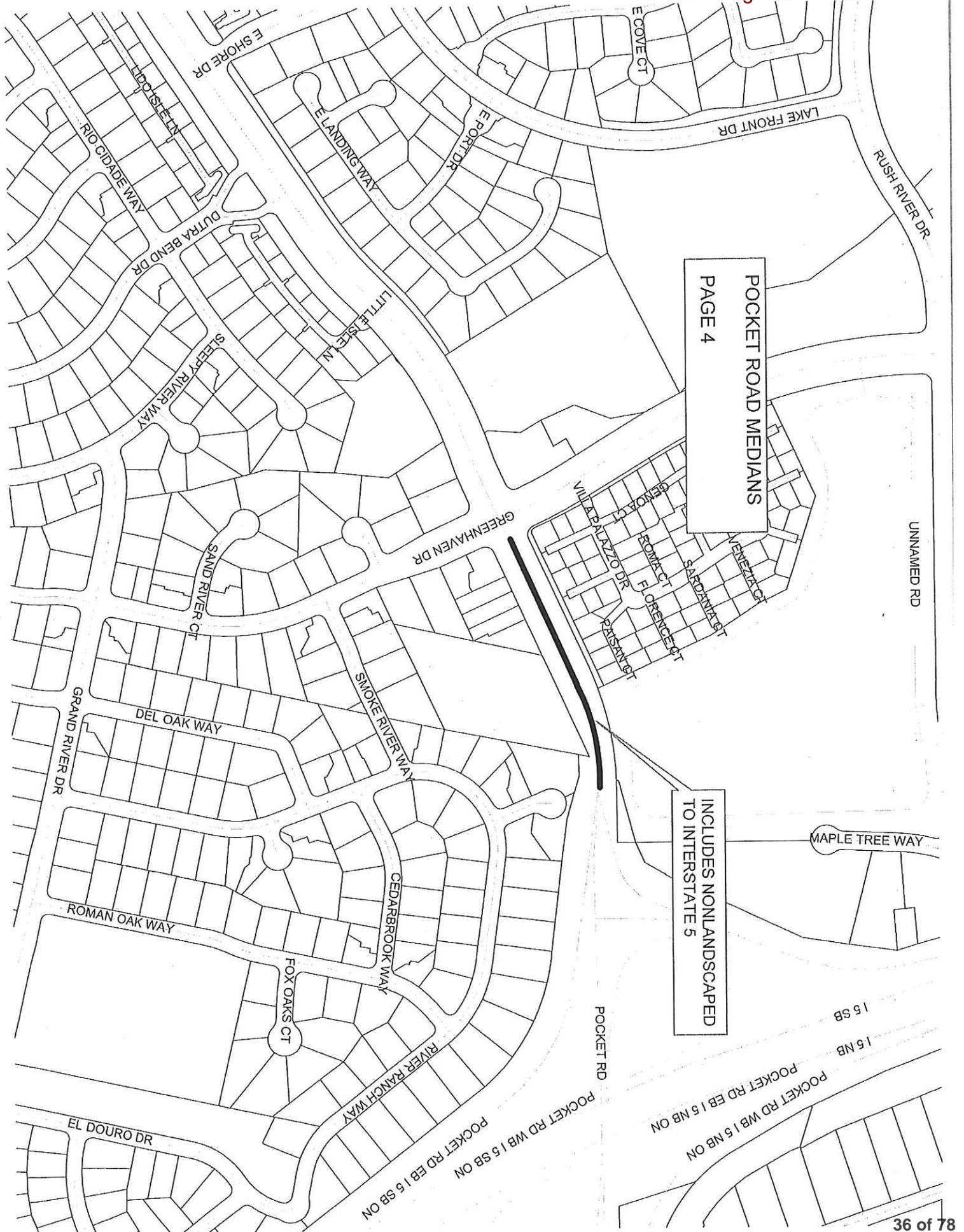
ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ X YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
									INCLUDES APRX 50 FT OF TURF AT RIVER LANDING DR ON IRRIGATION TBOS IN VALVE BOX
TURF									
MOW							6		DIRECTIONAL CHANGE AS NEEDED FEB, MAR, APR, JUN, AUG, OCT (NO COMBO WEED AND FEED)
FERTILIZE									
MECHANICAL EDGE									
CHEMICAL EDGE							3		APRIL, JUNE, AUG - SUBMIT SCHEDULE
AERATE									MOW TURF TO MATCH REMAINDER OF MEDIANS ALONG POCKET SHARED BY PRIVATE CONTRACTOR
RE-SEED									
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW/ WEEKLY
GROUND COVER									
FERTILIZE							2		MARCH (Slow release) SEPT. (Cool season)
PRUNE							2		KEEP ALL PLANTS CONTAINED TO WITHIN PLANTER BEDS
WINTER MOW									
SHRUBS									
PRUNE							6		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							2		MARCH (Slow release) SEPT. (Cool season)
CULTIVATE									THIS AREA HAS DRIP AND MIXED SPRAY HEADS, CARE SHOULD BE TAKEN TO PREVENT WATER RUN OFF INTO ROAD
DEBRIS									
LEAF PICK-UP									FLOOD EASILY DUE TO CLOSE PROXIMITY TO THE RIVER
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT							2		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER									
IRRIGATION CONTROLLERS ARE LOCATED ON SOUTH SIDE OF POCKET RD AT GREENHAVEN DR, 1 LOCATED AT ENTRANCE TO GARCIA BEND PARK, 1 LOCATED ON WEST SIDE OF POCKET AT ALSTAN WAY.									





PAGE 3
POCKET ROAD MEDIANS

SMALL SECTION OF
TURF AND TREES



POCKET ROAD MEDIANS
PAGE 4

INCLUDES NONLANDSCAPED
TO INTERSTATE 5

MAINTENANCE PERFORMANCE SCHEDULE

Site Name: RASHA CT./POCKET FRONTAGE
 (SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS)
 NORTH SIDE OF POCKET RD BETWEEN ELENA MARIE TO CANAL

SS#: 6530

AREA SIZE: 2.496 SQ. FT.

0.006 ACRES

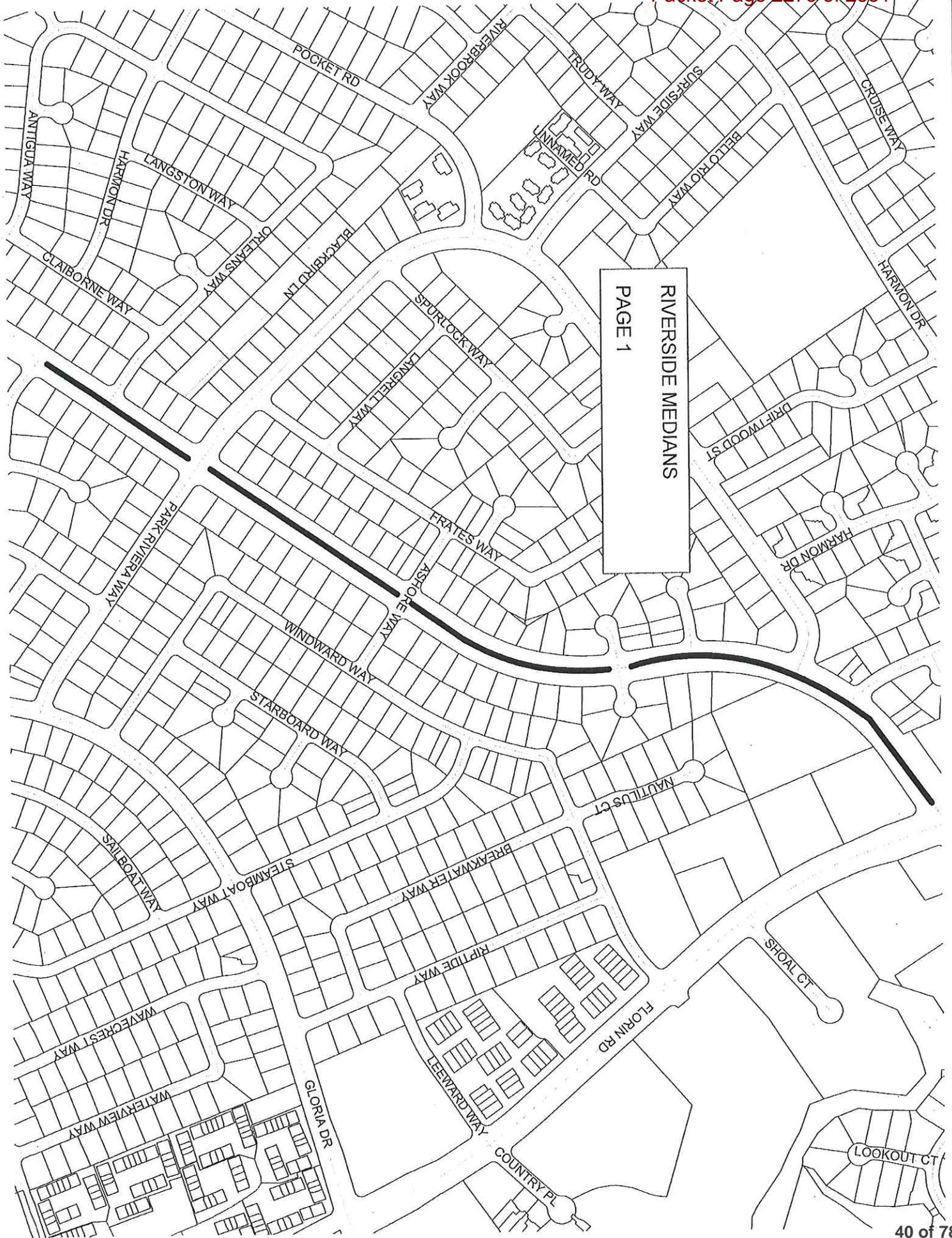
ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW							6		DIRECTIONAL CHANGE AS NEEDED FEB, MAR, APR, JUN, AUG, OCT (NO COMBO WEED AND FEED)
FERTILIZE									
MECHANICAL EDGE									
CHEMICAL EDGE							3		APRIL, JUNE, AUG - SUBMIT SCHEDULE
AERATE									TURF SHALL BE KEPT MOWED TO 2 INCH MINIMUM HEIGHT
RE-SEED									
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST-TIMING									VISUAL INSPECTION FROM CREW/ WEEKLY CONTROLLER AT ENTRANCE TO CANAL
GROUND COVER									
FERTILIZE									BIKE TRAIL VALVES HAVE BEEN KNOWN TO STICK ON
PRUNE									
WINTER MOW									
SHRUBS									
PRUNE							6		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							2		MARCH (Slow release)/SEPT. (Cool season)
CULTIVATE									
DEBRIS									
LEAF PICK-UP									THIS IS THE SMALL AREA OF TURF AND SHRUBS ALONG FENCE
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT							2		EARLY MARCH, EARLY MAY - SUBMIT SCHEDULE
OTHER									



MAINTENANCE PERFORMANCE SCHEDULE

Site Name: RIVERSIDE BLVD MEDIANS (SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS)
 RIVERSIDE BLVD FROM FLORIN RD TO POCKET RD, INCLUDES CEMENT AND TURF MEDIANS
 SS#: 0350 AREA SIZE: 54,537 SQ. FT. 1.252 ACRES

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ X YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW							6		DIRECTIONAL CHANGE AS NEEDED FEB, MAR, APR, JUN, AUG, OCT (NO COMBO WEED AND FEED)
FERTILIZE									
MECHANICAL EDGE									
CHEMICAL EDGE							3		APRIL, JUNE, AUG - SUBMIT SCHEDULE
AERATE									TURF SHALL BE KEPT MOWED TO 2 INCH MINIMUM HEIGHT
RE-SEED									
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY 3 CONTROLLERS ON WEST SIDE ROAD 1 TBOS IN VALVE BOX AT RIVERGATE WAY
GROUND COVER									LAST TURF MEDIAN
FERTILIZE									
PRUNE									
WINTER MOW									
SHRUBS									
PRUNE									
FERTILIZE									
CULTIVATE									
DEBRIS									
LEAF PICK-UP									DUE TO CLOSE PROXIMITY TO RIVER GREAT CARE IN CONTROLLER PROGRAMS IS NEEDED, GUTTERS AND STREETS FLOOD EASILY
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING							2		EARLY MARCH, EARLY MAY - SUBMIT SCHEDULE
PRE-EMERGENT/ POST-EMERGENT									
OTHER									
ALL IRRIGATION MUST BE OFF BY 5:30 A.M. DAILY KEEP SPACE TRIMMED AROUND ALL HEADS TO ENSURE PROPER COVERAGE INCIDENTAL REMOVAL OF LOW OR HANGING LIMBS AS REQUIRED									



RIVERSIDE MEDIANS
PAGE 1



MAINTENANCE PERFORMANCE SCHEDULE

Site Name: SOUTH LAND PARK OVERCROSSING

SS#: 6791

AREA SIZE:

N/A

SQ. FT.

N/A

ACRES

(SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS)

NORTH AND SOUTH SLOPE AREAS EAST OF GREENHAVEN DR AND ON BOTH SIDES OF INTERSTATE 5 FREEWAY

SITE SERVICED	ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ X YEAR	AS REQUIRED	COMMENTS
										NO IRRIGATION ON THIS SITE
TURF										
	MOW									RESIDENTS ARE VERY VOCAL ABOUT THE SERVICE TO THIS OVERCROSSING
	FERTILIZE									SLOPE AREA FROM BOTTOM OF SLOPE TO SIDEWALK SHALL BE MOWED TO 4 INCHES AS NEEDED DO NOT USE ANY HERBICIDES ON THE SLOPES
	MECHANICAL EDGE									
	CHEMICAL EDGE									
	AERATE									
	RE-SEED									
IRRIGATION SYSTEM										
	CHECK									MAINTAIN SITE FROM GUTTER JOINT TO BACK OF SIDEWALKS GOING OVER INTERSTATE 5 FREE FROM WEEDS AND DEBRIS AT ALL TIMES
	ADJUST TIMING									
GROUND COVER										
	FERTILIZE							2		MARCH (Slow release) SEPT. (Cool season)
	PRUNE							2		
	WINTER MOW									
SHRUBS										
	PRUNE							6		FEB, APR, JUN, AUG, OCT, DEC
	FERTILIZE							2		MARCH (Slow release) SEPT. (Cool season)
	CULTIVATE									
DEBRIS										
	LEAF PICK-UP									
	LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL										
	HAND WEEDING									
	PRE-EMERGENT/ POST-EMERGENT							2		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER										
	MAKE SURE THE ENTIRE CORNER OF VACANT LOT/FIELD AREA IS MAINTAINED									



MAINTENANCE PERFORMANCE SCHEDULE

Site Name: VILLA PALAZZO S.D.

SS#: 0370

AREA SIZE: 13,755 SQ. FT.

0.31 ACRES

(SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS)

NORTH EAST CORNER OF POCKET ROAD AND GREENHAVEN ROAD

SITE SERVICED	ACTIVITY	FREQUENCY							AS REQUIRED	COMMENTS
		DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	X-YEAR		
TURF	MOW									DIRECTIONAL CHANGE AS NEEDED
	FERTILIZE							6		FEB, MAR, APR, JUN, AUG, OCT (NO COMBO WEED AND FEED)
	MECHANICAL EDGE									
	CHEMICAL EDGE							3		APRIL, JUNE, AUG - SUBMIT SCHEDULE
	AERATE									TURF SHALL BE KEPT MOWED TO A 2 INCH MINIMUM HEIGHT
	RE-SEED									
IRRIGATION SYSTEM										
	CHECK									FROM CONTROLLERS ONLY
	ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
GROUND COVER										
	FERTILIZE							2		MARCH (Slow release) SEPT. (Cool season)
	PRUNE							2		
	WINTER MOW									
SHRUBS										
	PRUNE							6		FEB, APR, JUN, AUG, OCT, DEC
	FERTILIZE							2		MARCH (Slow release) SEPT. (Cool season)
	CULTIVATE									
DEBRIS										
	LEAF PICK-UP									VINE SHOULD ONLY BE PRUNED FOR THINNING AREA RESIDENTS IN SPECIAL DISTRICT REQUEST VINE NOT BE LOWERED
	LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL										
	HAND WEEDING									
	PRE-EMERGENT/ POST-EMERGENT							2		EARLY MARCH, EARLY MAY - SUBMIT SCHEDULE
OTHER										
	CONTROLLER IS LOCATED ON THE NORTH SIDE OF THE ENTRANCE TO THE SUB DIVISION NEXT TO POC									



EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

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

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

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

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

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

7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, 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 directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”

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

Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

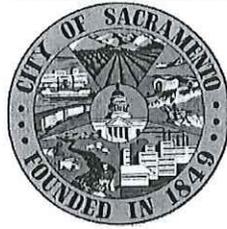
You May . . .

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

City of Sacramento
Procurement Services Division
915 I Street, 2nd 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, 2nd 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.

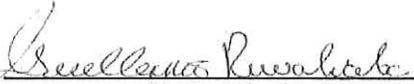
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**Landscape Maintenance Contractors Licenses,
Certificates and Registration Requirements**

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

<u>LICENSES/CERTIFICATES/REGISTRATION</u>	<u>DOCUMENT #</u>	<u>EXPIRATION DATE</u>
• FEDERAL ID #	<u>94-3235925</u>	<u>N/A</u>
• STATE ID #	<u>42-063438</u>	<u>N/A</u>
• STATE OF CALIFORNIA C27 LICENSE	<u>719106</u>	<u>02/28/2014</u>
• CITY OF SACRAMENTO BUSINESS OPERATIONS TAX CERTIFICATE	<u>1012826</u>	<u>09/30/2014</u>
• STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS LICENSE	<u>34826</u>	<u>12/31/2015</u>
• STATE OF CALIFORNIA APPLICATOR LICENSE <i>or</i> CERTIFICATE	<u>103939</u>	<u>12/31/2015</u>
• STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS COUNTY REGISTRATION	<u>Alameda</u>	<u>See Attached</u>

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

CONTRACTOR:  New Image Landscape Company
 SIGNATURE NAME OF FIRM
 PRINT NAME: Guillermo Ruvalcaba
 TITLE: Operallions Manager
 ADDRESS: 3250 Darby Common
 CITY, STATE: Fremont, CA
 DATE: 01/22/2014

B14151681025

CERTIFICATION OF ENVIRONMENTALLY PREFERABLE PRODUCTS

The Contractor, by accepting this contract, agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications provided in this solicitation, and/or Purchase Order, in support of its Sustainable purchasing (SP) initiative.

The Contractor, by accepting this contract, agrees that its products and services do not contain any prohibited items, ingredients or components delineated in the City of Sacramento Landscape Maintenance Specifications and Provisions, referred to as LS10.

The City of Sacramento may terminate this contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the SP attributes required under this contract.

Certification

I, Guillermo Ruvalcaba (name of certifier), as the officer or employee responsible for the performance of this contract, hereby certify that the deliverables associated with this contract meet the minimum SP/EPP attributes outlined in the Agreement, solicitation's specifications and New Image Landscape Company's bid or proposal.

Name of Contractor/Bidder/Offeror: New Image Landscape Company

Address: 3250 Darby Common, Fremont, CA 94539

PO/Bid/Contract # B14151681025

Print name and Signature of Bidder or Offeror
Guillermo Ruvalcaba - Guillermo Ruvalcaba

Date: January 22, 2014

B14151681025

STANDARD WATER QUALITY SPECIFICATIONS
and
ADMINISTRATIVE PENALTIES ORDINANCE
FOR ADVANCE WARNING SIGNAGE

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

Name of Contractor: New Image Landscape Company

Address: 3250 Darby Common, Fremont, CA 94539

Name of City Contract: Riverside Pocket Streetscapes

Contracting Department: Public Works, Streetscapes Section

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

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

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


Signature of Authorized Representative

Date: January 22, 2014

Print name: Guillermo Ruvalcaba

Title: Operallons Manager

B14151681025

CONTRACTORS REFERENCE LIST

Please list all landscape contracts currently in process and all others for past two (2) years.

CONTRACT NAME/ADDRESS

CONTACT PERSON AND PHONE NUMBER

- 1. City of American Canyon - Vintage Ranch LLD George DeOcampo (707) 647-4591

City of American Canyon - Wetlands Edge, Broadway and American Canyon Road East Streetscapes

4381 Broadway Suite 201, American Canyon, CA 94503

- 2. City of Emeryville - City Wide Landscaping Maintenance Richard Cunningham (510) 596-4300

1333 Park Ave, Emeryville, CA 94608

- 3. City of Fairfield - Goldridge District Thomas Martain (707) 428-7478

City of Fairfield - Downtown

420 Gregory Street, Fairfield, CA 94533

- 4. City of Suisun - Street Medians and Right of Ways Jeff Penrod (707) 421-7340

701 Civic Center, Suisun, CA 94585

- 5.

- 6.

- 7.

- 8.

B14151681025

SECTION III – BIDDER RESPONSE DOCUMENTS

E. DRUG FREE WORKPLACE POLICY AND AFFIDAVIT

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

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

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

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

EXCEPTION:	N/A	N/A	N/A
	Date	Violation Type	Place of Occurrence

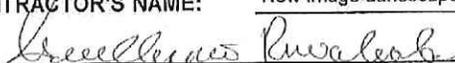
If additional space is required use back of this form.

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

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

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

CONTRACTOR'S NAME: New Image Landscape Company

BY:  Operations Manager Date: 01/22/2014

Signature Title

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



CERTIFICATE OF LIABILITY INSURANCE

Packet Page 2305 of 2531
2/24/2014

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
Armstrong & Associates Insurance Services
B50501
3 West Court Street Bldg. A
Woodland, CA 95695

(530) 668-2777

CONTACT NAME: Sharon Harris	
PHONE (A/C, No, Ext): 916-779-6973	FAX (A/C, No): 916-923-2797
E-MAIL ADDRESS: sharris@armstrongprofessional.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Colony Insurance Company	NAIC #
INSURER B: Golden Eagle Insurance	
INSURER C: Fireman's Fund Insurance Company	
INSURER D: Cypress Insurance Company	
INSURER E:	
INSURER F:	

INSURED
New Image Landscape Company
3250 Darby Common
Fremont, CA 94539

COVERAGES

CERTIFICATE NUMBER:

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.

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <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	X	X	103GL000031900	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	BA8698124	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SSE00057855413	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	X 3300061751131	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
: Riverside Pocket Streetscapes. The City of Sacramento, its officials, employees and volunteers are named as additional insureds with respects to the general liability per U4620310. Auto additional insured applies per attached Auto Gold Endorsement. Work Comp Waiver of brogation applies per attached.

CERTIFICATE HOLDER

CANCELLATION

City of Sacramento
Department of Public Works - Maintenance Services Division
5730 24th St. Bldg 9
Sacramento, CA 95822-

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION – COMPLETED OPERATIONS & ONGOING
OPERATIONS AS SCHEDULED**

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 Operations
As required by written contract	per contract

A. Section II – Who Is An Insured is amended to include the person(s) or organization(s) shown in the Schedule (called additional insured), but only with respect to:

- (1) Liability for "bodily injury" or "property damage" caused, in whole or in part, resulting from "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" when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be named as an additional insured on your policy.
- (2) Liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by resulting from:
 - (a) Your acts or omissions; or
 - (b) 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. Section IV – Commercial General Liability Conditions, 4. Other Insurance is amended and the following added:

If you are required by written contract to provide primary insurance, the insurance afforded by this Coverage Part for the additional insured shown in the Schedule is primary insurance and we will not seek contribution from any other insurance available to that additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (a) an expressed provision of an "insured contract", or written agreement; or
 - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

- or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.
- b. The most we will pay for "loss" in any one "accident" is the smallest of:
 - (1) \$50,000
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

- c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.
- d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, In the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

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

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
 - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
 - (1) How, when and where the accident or loss took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.**, but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

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

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 2.00 % of the total policy premium otherwise due on such remuneration.

The minimum premium for this endorsement is \$ 350.00

Schedule

Person or Organization

Job Description

ALL ORGANIZATIONS FOR WHOM THE WAIVER OF SUBROGATION IS
ISSUED

ALL CALIFORNIA OPERATIONS

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

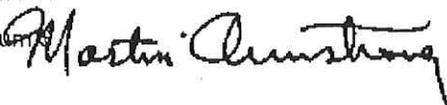
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2013

Policy No. 3300061751131

Endorsement No. 1

Insured **SANSEI GARDENS INC**

Premium 

New Image Landscape Company
Insurance Company

Countersigned by _____

Cypress Insurance Company