

Meeting Date: 4/8/2014

Report Type: Consent

Report ID: 2014-00188

Title: Agreement: Landscape Maintenance Services for Various Department of Utilities Water, Sewer, and Drainage Facilities

Location: Citywide

Recommendation: Pass a Resolution 1) rejecting the low bidder, JFD Enterprises, as a non-responsible bidder, based on its unsatisfactory performance on a prior City contract; 2) awarding a non-professional services agreement to Azevedo's Landscape to provide landscape maintenance services for an initial term of one-year with up to four one-year extension options, in an amount not-to-exceed \$382,600 for the maximum five year term; and 3) authorizing the City Manager or the City Manager's designee to approve the one-year extensions.

Contact: Michael Malone, Operations Manager, (916) 808-6226; Dave A. Phillips, Operations & Maintenance Superintendent, (916) 808-5652, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Water Production Operations

Dept ID: 14001111

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-Exhibit A - IFB-Informal-Non-Pro-Svcs DOU Facilities Landscape
- 5-Exhibit B - IFB Eval_Form DOU Facilities Landscape
- 6-Exhibit C - IFB JFD Letter of Dept. Recommendation
- 7-Exhibit D - JFD Certified Mail Recipient Receipt
- 8-Exhibit E - NPSA with Vendor Signature

City Attorney Review

Approved as to Form
Joe Robinson
3/25/2014 4:29:26 PM

Approvals/Acknowledgements

Department Director or Designee: Dave Brent - 3/20/2014 11:56:44 AM

Description/Analysis

Issue Detail: The Department of Utilities (DOU), Operations and Maintenance Division, operates various sumps, reservoirs, and wells throughout the City for water, wastewater, and drainage functions. DOU initiated a competitive bid process in order to award a contract for landscape maintenance services at these sites. Staff recommends that the City Council award Azevedo's Landscape a one-year contract with four one-year renewal options, for an amount not-to-exceed \$382,600 for the maximum five-year term.

Policy Considerations: City Council approval is required for purchases of \$100,000 or more.

Economic Impacts: Not Applicable

Environmental Considerations: The Community Development Department, Environmental Planning Services has reviewed the project and has determined the project is exempt from the California Environmental Quality Act (CEQA) under Section 15301 of the CEQA Guidelines. The Project consists of maintenance of existing landscape at existing utility facilities, involving no expansion of use beyond that existing.

Sustainability: Landscape maintenance services purchased under this contract will maintain turf, shrubs, and trees; climate appropriate natives; and hardy species adapted to the Sacramento environment. The landscape surrounding the sumps, reservoirs, and wells supports the goals of the City of Sacramento's Sustainability Master Plan by protecting sources of water and providing flood protection.

Commission/Committee Action: Not Applicable

Rationale for Recommendation: The Department issued an Invitation for Bid for Landscape Maintenance Services. Six bids were received on February 7, 2014 (see Exhibit B). The lowest bidder was JFD Enterprises. However, staff recommends rejection of its bid based on a determination that JFD Enterprises is not a responsible bidder, for the reasons specified in the Department of Utilities' February 25, 2014, letter to JFD Enterprises (see Exhibit C). JFD Enterprises received written notification (see Exhibit D) of this recommendation and their opportunity to file a protest before an impartial hearing examiner, but did not file a protest or objection within the time required. Staff recommends that the contract be awarded to Azevedo's Landscape as the lowest responsible bidder.

Financial Considerations: Sufficient funding for the initial one-year term, in the amount of \$76,520, is available in the Department of Utilities, Operations and Maintenance Division FY2014/15 and FY2015/16 operating budget, as proposed. Optional yearly extensions of the contract in succeeding fiscal years shall be subject to funding availability priorities in the adopted budgets for each fiscal year.

Local Business Enterprise (LBE): The lowest responsible bidder recommended for award, Azevedo's Landscape, is a local business enterprise. The Azevedo's Landscape bid was higher than the bid submitted by Aspen Landscape, but the Azevedo's Landscape bid became the lowest bid due to application of the LBE bid evaluation preference, as indicated on Exhibit B.

Background

On January 22, 2014, an Invitation for Bid (IFB) was issued to procure landscape maintenance services for various Department of Utilities (DOU) facilities to include reservoirs, wells and sumps throughout the City. Six bidders responded to the solicitation.

Based upon the results of the competitive bid, which are summarized in the Invitation for Bid Evaluation Form (attached as Exhibit B), JFD Enterprises was the lowest bidder. However, based on past experience with this firm on another recent DOU contract, staff is recommending that JFD Enterprises be rejected as a non-responsible bidder. The lowest responsible bidder is Azevedo's Landscape, as indicated on Exhibit B.

All bidders were sent written notice of the staff recommendation to award the contract to Azevedo's Landscape. In addition, JFD Enterprises was notified in writing that staff would recommend rejection of JFD Enterprises as a non-responsible bidder, and the reasons for that recommendation (see Exhibit C). The written notice to JFD Enterprises stated that JFD Enterprises could protest this determination by filing a bid protest in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. These provisions, among other things, allow bidders to file a protest against any staff recommendation, to be heard by an independent hearing examiner, and require any protest to be filed within five working days after the date the written notice of the staff recommendation is received. The written notification to JFD Enterprises was sent by certified mail, and was received by JFD Enterprises on March 6, 2014 (see Exhibit D). The last day for JFD Enterprises to file a timely bid protest, under City Code Section 3.60.500, was March 13, 2014. No bid protest was filed.

Staff recommends rejection of JFD Enterprises as a non-responsible bidder, and award of a one-year contract, with the option to extend for up to four additional one-year terms, to the lowest responsible and responsive bidder, Azevedo's Landscape.

The amount of the initial one-year contract shall not exceed \$76,520.00, which includes \$69,720 for monthly maintenance costs and \$6,800 for additional maintenance and repairs (Extra Work) not included in the contract's scope of work which may be requested by the City during the contract term. The Extra Work amount is based upon the amount of additional work typically required to address irrigation repair, special clean-ups, vandalism, emergency service calls, and extra materials during a one-year term. The total not-to-exceed amount is \$382,600 for the maximum five-year term.

RESOLUTION NO.

Adopted by the Sacramento City Council

**REJECTING JFD ENTERPRISES AS A NON-RESPONSIBLE
BIDDER AND AWARDED CONTRACT TO PROVIDE LANDSCAPE
MAINTENANCE SERVICES FOR VARIOUS DEPARTMENT
OF UTILITIES FACILITIES TO AZEVEDO’S LANDSCAPE**

BACKGROUND

- A. On January 22, 2014, an Invitation for Bid (Bid No. B1514111103) was issued to procure landscape maintenance services for various Department of Utilities (DOU) reservoirs, wells, and sumps throughout the City. Six bidders submitted bids.
- B. Under City Code section 3.56.160, non-professional service contracts that are formally bid and awarded by the City Council generally are awarded to the lowest responsible bidder, as defined in City Code Section 3.56.020.
- C. JFD Enterprises was the lowest bidder, submitting a bid approximately 47% lower than the next lowest bid. However, based on the unsatisfactory performance of JFD Enterprises on a recent City contract, staff is recommending that JFD Enterprises be rejected as a non-responsible bidder.
- D. This recommendation is based on City Code Section 3.56.020, which states, in relevant part, that in determining whether a bidder is responsible, consideration shall be given to:
 - *** (2) the ability, capacity and skill of the bidder to perform the contract . . .;
 - (3) the ability of the bidder to perform the contract . . . within the time specified, without delay; . . . (5) the quality of the bidder’s performance on previous . . . contracts with . . . the city; ***
- E. JFD Enterprises previously contracted with the City for landscape maintenance services at DOU facilities similar to the services requested by the current Invitation for Bid, under Bid No. B121111016, City Contract No. 2012-0575, dated July 16, 2012 (the “Prior Contract”). Throughout the term of the Prior Contract, JFD Enterprises did not provide adequate staffing to perform the contract, and regularly failed to complete all of the required landscape services on a consistent basis, due to

inadequate staffing. In addition, for a period of approximately two months during the term of the Contract, no landscaping services were received because JFD Enterprises was required to suspend services due to a failure to provide contractually-required insurance documentation. The Prior Contract had an initial term of one year, with options to extend for up to two additional years. Due to these performance issues, the City elected not to extend the Prior Contract when the initial one-year term expired.

- F. Pursuant to City Code Section 3.56.020, the City Council finds and determines that JFD Enterprises is not a responsible bidder. This determination is based on: (1) the significant performance issues experienced on the Prior Contract, which bear directly on JFD Enterprises' ability and capacity to perform the landscape maintenance services requested by the current Invitation for Bid in a timely and satisfactory manner; and (2) the fact that the JFD Enterprises bid amount is dramatically lower than the other 5 bids received by the City. In light of JFD Enterprises' previous performance issues, this indicates that its bid does not account for the minimum staffing needed to properly perform the landscape maintenance services requested by the current Invitation for Bid.
- G. The lowest responsive and responsible bidder is Azevedo's Landscape. All bidders were sent written notice of the staff recommendation to award the contract to Azevedo's Landscape. JFD Enterprises also was notified in writing that staff would recommend rejection of JFD Enterprises as a non-responsible bidder, and the above reasons for this recommendation.
- H. The written notice to JFD Enterprises stated that JFD Enterprises could protest the determination that it is not a responsible bidder, by filing a bid protest in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. These provisions, among other things, allow bidders to file a protest against any staff recommendation, to be heard by an independent hearing examiner, and require any protest to be filed within five working days after the date the written notice of the staff recommendation is received by the protesting bidder. The written notification to JFD Enterprises was sent by certified mail, and was received by JFD Enterprises on March 6, 2014. The last day for JFD Enterprises to file a timely bid protest, under City Code Section 3.60.500, was March 13, 2014. No bid protest was filed.

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

- Section 1. JFD Enterprises is not a responsible bidder, and its bid is rejected on that basis.
- Section 2. A non-professional services contract for landscape maintenance services for various Department of Utilities facilities (Bid No. B1514111103) is awarded to Azevedo's Landscape, for an initial term of one-year with up to four one-year extension options, in an amount not-to-exceed \$382,600 for the maximum five year term.
- Section 3. The City Manager or the City Manager's designee is authorized to approve the one-year extensions, subject to the availability of funding for this purpose in the approved budget for the applicable fiscal year(s).

[Back to Report Table of Contents](#)



INVITATION FOR BID

[Informal - Non-Professional Services]

CITY OF SACRAMENTO
Department of Utilities,
Operations & Maintenance Division

Date and Time Bid Due

February 7, 2014 @ 2:30pm

Bid No. **B15141111003**

The return of a signed copy of this form shall constitute a promise to supply in accordance with all terms and conditions shown herein.

RETURN BID TO:
CITY OF SACRAMENTO
Attn: Deanne Neighbours
1391 35th Avenue
Sacramento, CA 95822

THIS IS NOT AN ORDER

V
E
N
D
O
R

S
H
I
P
T
O

F.O.B. City of Sacramento:

Freight Prepaid and Allowed.

BIDDER

By (Signature) _____
Print Name _____
Title _____
Vendor Phone No. _____
Vendor Fax No. _____

Federal ID No. _____
Payment Terms _____

E-Mail Address _____

For furnishing to the *City of Sacramento, Department of Utilities, Operations & Maintenance Division*, Landscape services and weed control for various facilities as listed in the Scope of Work in accordance with the following provisions and specifications: Scope of Work, Maintenance Performance Schedules & Landscape Service Area Maps (pages 28-77), and the City's Landscape Maintenance Services General Specifications and Provisions (LS10-1).

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	1 year of service	Service Area #1 – North Facilities	_____
1	1 year of service	Service Area #2 – South Facilities	_____
TOTAL:			_____

Contact for information:

Contact: Deanne Neighbours (916) 808-3536 or dneighbours@cityofsacramento.org
Date Sent: 12-11-12

(Ver 12-09-13)

GENERAL CONDITIONS

INSTRUCTIONS TO BIDDERS**MANDATORY PRE-BID CONFERENCE**

A Mandatory Pre-Bid Conference is scheduled for Tuesday February 4, 2014 at 8:00 am. Prospective Contractors shall meet at the Combined Wastewater Treatment Plant (CWTP), Operations & Maintenance Administration Building (Building with the blue roof), 1391 35th Avenue, Sacramento, CA 95822.

A short briefing will be held followed by site visits to each of the sites listed in the Scope of Work.

The Landscape Maintenance Services General Specifications and Provisions LS10-1 was provided as an available download on the PlanetBids website or you may contact Procurement Services at (916) 808-6240 to request a copy.

IN ORDER TO BE CONSIDERED A RESPONSIVE BIDDER, YOU MUST HAVE ATTENDED THE PRE-BID CONFERENCE HELD ON FEBRUARY 4, 2014.

PLEASE NOTE: Certificates of Insurance are NOT to be provided with the Bid, but will be required when the Awarded Bidder is officially informed by the City and the contract is processed.

GENERAL CONDITIONS

A. All information requested of the vendor shall be entered in the appropriate space on all forms. Failure to do so may disqualify your order. Please print or type all entries in black ink.

B. The time and/or date at or prior to which bids will be accepted may be extended or reduced without notifying all vendors in advance, if it is in the best interest of the City of Sacramento to do so.

C. Bids received after the time and/or date specified may be accepted at the discretion of the City Purchasing Office.

D. Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the City.

E. Time of delivery may be a consideration in the award.

F. Terms will be considered as net 30 if no cash discount is shown.

G. All bids shall be signed by an authorized party and title shall be clearly indicated.

H. Complete all detail on bid envelope tag enclosed.

I. Any different or additional terms other than those contained in seller's acceptance are hereby rejected, unless expressly accepted by the City.

2. SPECIFICATION COMPLIANCE:

A. Bids must comply in all respects with specifications.

B. If the vendor has indicated that the product offered does not comply in all respects with the specifications, the vendor is to list in detail any and all deviations.

3. BRAND NAMES:

A. Unless otherwise indicated, brand names and numbers, when used, are for reference to indicate the character or quality desired.

B. Equal items will be considered, unless otherwise indicated, provided your offer clearly describes the article. Offers for equal items shall state the brand and number, or level of quality.

C. When brand, number, or level of quality is not stated by the vendor, it is understood the offer is exactly as specified.

D. If bidding on manufacturer's product other than that specified, vendor must attach descriptive literature and specifications with the proposal.

E. If necessary, the burden of proof and cost of analysis to determine equality shall be that of the vendor.

4. SAMPLES:

A. Samples of articles, when required, shall be furnished free of cost of any sort to the City of Sacramento.

B. Samples of articles selected may be retained for future comparison.

C. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at vendor's expense.

5. AWARDS:

The City of Sacramento reserves the right: (1) to award bid(s) received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bid(s), or any part thereof; (3) to waive any informality in the bid(s); and (4) to accept the bid that is in the best interest of the City. The City's decision shall be final.

6. LIABILITIES:

The vendor shall hold the City of Sacramento, its officers, agents, servants and employees, harmless from liability of any nature or kind because of use of any copyrighted, or non-copyrighted composition, secret process, patented or non-patented invention, articles or appliances furnished or used under this bid, and agrees to defend, at its own expense any and all actions brought against the City of Sacramento or themselves because of the unauthorized use of such articles.

7. CASH DISCOUNTS:

A. In connection with any cash discount specified on this bid, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the City Accounting Office, if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check.

B. Cash discounts offered for payment in less than 20 days will not be considered as basis for award.

8. DEFAULT BY VENDOR:

In case of default by vendor, the City of Sacramento may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the City of Sacramento. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the City.

9. EQUIPMENT:

A. All equipment is to be new and latest model in current production. Used, remanufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated.

B. All material which is discovered to be defective or which does not conform to any warranty of the seller herein upon the initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the seller's expense for full credit or replacement.

10. MATERIAL SAFETY DATA SHEET:

It is mandatory for a manufacturer, supplier or distributor to supply an MSDS with the first shipment of a hazardous material, also at any time the content of an MSDS is revised the vendor is required to provide new information relevant to the specific material.

Electronic Bid Document(s) Availability

1. Official Electronic copies of this bid document can be obtained only from the City of Sacramento's official web bid page. <http://www.planetbids.com/portal/portal.cfm?CompanyID=15300>
2. Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above official link.
3. Bid information obtained from third party sources **will not be considered official** and will not fulfill a bidder's responsibility for all official bid information as posted on our official site at the link above.

****ITEMS REQUIRING BIDDER RESPONSE****

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

1. LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE PROGRAM

I. LBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City’s contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference.

The LBE Program provides for a **five percent (5%) preference** on all City procurement opportunities under \$100,000. For professional service contracts only, this preference also applies to procurement opportunities of \$100,000 or more.

A bid or quotation submitted by a firm that is located within Sacramento city and/or the unincorporated county of Sacramento will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an LBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid.

Bidders shall submit proof to the City demonstrating that the business is in compliance with all applicable laws relating to licensing and is not delinquent on any City of Sacramento or County of Sacramento taxes, permits, or fees.

II. LBE QUALIFICATION

- A. An LBE designated in the bid must be qualified as an LBE prior to the time set for submission of bids.
- B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Proof of legitimate business presence in the city or unincorporated county of Sacramento shall include:
 - 1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
 - 2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
 - a. The LBE’s principle business office or workspace; or
 - b. The LBE’s regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

- C. An LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.
- D. An LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

III. APPLICATION OF LBE PREFERENCE

- A. When applying the LBE preference to a Bid, the preference shall apply to the Bid price solely for Bid evaluation purposes such that the total price bid by a Local Business shall be reduced by five percent (5%) of the amount bid by that Local Business, and the reduced Bid amount shall be deemed the amount bid by that bidder. The Contract price shall in all events be the amount Bid by the successful bidder awarded the Contract.
- B. When applying the LBE preference to a Proposal, the preference shall apply in the form of additional points to the Proposal's final score such that the score awarded to a Proposal submitted by a Local Business is increased by five percent (5%) of the total possible evaluation points.
- C. The LBE preference shall apply to all City procurement opportunities under \$100,000 and professional service contracts of \$100,000 or more

IV. DEFINITIONS

- A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.
- B. Proposal: Any response to a City solicitation for Proposals or Qualifications.
- C. Bid: Any response to a City solicitation for bids.

V. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

YES - the firm submitting the bid is qualified as a local business enterprise.

NO - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

2. BUSINESS OPERATIONS TAX CERTIFICATE (B.O.T.C.)

Sacramento City Code Chapter 3.08 requires any person or firm conducting business within or with the City of Sacramento to pay a **Business Operations Tax and have a current Business Operations Tax Certificate.**

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

3. INSURANCE REQUIREMENTS

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

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

4. **ELECTRONIC FUNDS TRANSFER (EFT) (informational only):**

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

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

****INTEREST IN MORE THAN ONE BID/QUOTATION****

Unless otherwise specified, more than one quotation/bid received from an individual, firm, partnership, corporate affiliate, or association under the same or different names, in response to a single solicitation, will be rejected. Such rejection will result in rejection of all bids/quotations in which the offeror is interested.

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits By City Contractors Ordinance (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 provisions apply only to those employee(s) actually working on the City contract and only for the actual amount of time the employee(s) spend working on such contract.

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 contracts 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 of occupancy of real property owned by others, including leases, concessions, franchises and easements.

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

Attachment A

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor

Address

The above named contractor (“Contractor”) hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance (“Ordinance”) provided to me by the City of Sacramento (“City”) in connection with the City’s request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement (“Contract”).
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$100,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$100,000 in total value.
4. I understand, 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

I agree that should I offer any of the above listed employee benefits, that I 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.

Attachment A**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Continued)**

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
- a. In the event that 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, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
 - c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with 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, in the infrastructure, 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 the Contract is executed with the City.
 - g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
 - h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

Attachment A**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Continued)**

- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me 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; deemed ineligible for future contracts for up to two (2) years; 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.
7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall 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 City's Equal Benefits Requirements or of the Ordinance by me.

Attachment A

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Continued)**

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

Print Name

Title

Attachment B



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY
CONTRACTORS ORDINANCE**

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 By City Contractors Ordinance (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,

Attachment B

You May . . .

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

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

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

Attachment C



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY
CONTRACTORS ORDINANCE**

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 . . .

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

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

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 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.

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.

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 the Procurement Services Division, 916-808-6240.

**DECLARATION OF COMPLIANCE
Living Wage Ordinance**

Name of Contractor: _____

Address: _____

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

- 1. I have read and understand the Living Wage Requirements 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 services under a City contract.
- 2. As a condition of receiving the City contract, I agree to fully comply with the Living Wage Requirements, as well as any additional requirements that may be specified in the City's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, I will pay not less than the minimum compensation specified in the Ordinance to my employees, for all time spent performing any work under my City contract.
- 3. If the amount of my City contract is less than \$100,000, as a condition of receiving this contract I will notify the City in writing if the aggregate value of my City contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to me within the previous 12 months, is \$100,000 or more.
- 4. I acknowledge and agree that the Living Wage Requirements, the Ordinance and this Declaration shall constitute part of my City contract, and that these provisions shall govern in the event of any conflict with any other provisions of the contract.
- 5. I further acknowledge and agree that any violation of the Living Wage Requirements or the Ordinance 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.
- 6. If requested by the City, I will promptly submit certified payroll records to the City, for myself and/or for my subcontractor(s), as requested by the City, and I will take any other steps as may be required by the City to determine whether my subcontractor(s) or I have complied with the Living Wage Requirements and the Ordinance.
- 7. I will require all of my subcontractors who are covered by these requirements to comply with the Living Wage Requirements and any additional requirements that may be specified in the Ordinance, and I will include these requirements in all subcontracts covered by the Ordinance.
- 8. 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 City's Living Wage Requirements or the Ordinance 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: _____

Print name: _____

Title: _____

SPECIAL PROVISIONS

ENVIRONMENTALLY PREFERABLE PROCUREMENT

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

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

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

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

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

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

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

NON PROFESSIONAL SERVICES AGREEMENT. The bidder(s) recommended for this award will be required to sign the Non Professional Services Agreement found at the following URL:

http://www.cityofsacramento.org/generalservices/procurement/documents/NonProf_Serv_Agrmt_7-9-2013_public.pdf

Bidders are responsible for reading and understanding the attached Non Professional Services Agreement's requirements, terms and conditions prior to submitting their bids.

ATTACHMENT 1 TO EXHIBIT A

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

SCOPE OF WORK

LANDSCAPE MAINTENANCE SERVICES FOR AREA(S):

AREA & LOCATION
Service Area #1 - North Facilities
Reservoirs - Capitol Gateway, El Centro, Elkhorn, Robla & San Juan
Sumps - 11, 12, & 60
Wells - 109 & 110
Service Area #2 - South Facilities
Reservoirs - City College, Med Center, & Pioneer
Sumps - 1, 1A, 2, 8, 19, 21, 42, 55, 77, 108, 137
El Rito Way Property

Contractor shall provide services as described in the Maintenance Performance Schedule(s) contained herein in accordance with the City Landscape Maintenance Services General Specifications and Provisions LS10-1.

Scope of Work includes, but is not limited to:

- Mowing & Edging
- Irrigation Systems Maintenance & Approved Water Techniques for Landscape Plants
- Fertilizer Application, Pruning, & Tree Staking
- Trash & Debris Control
- Maintenance of All Plant Material in Good Condition with Horticulturally Acceptable Growth and Color
- Maintenance Required to keep Designated Areas in a Safe, Attractive, and Useable Condition
- Immediate Reporting of Vandalism and/or Safety Hazards to Inspector

In Addition to the Specifications and Requirements Provided in the Scope of Work and Exhibits, the Following Requirements and Prohibitions Apply:

1. All vehicles and equipment entering City facilities must have the company name or logo conspicuously displayed.
2. The names of all employees who will be entering City facilities must be on file with the City.
3. All employees who will be entering City facilities must wear a shirt or hat identifying them as a company employee.
4. The use of any chemicals or fertilizers must first be approved by the City Inspector before each application. Selected Contractor will provide a list of chemicals that will be used and corresponding MSDS Sheets before use.
5. All sprinkler heads, including pop-ups, must be maintained.
6. No repairs, except those that are needed due to damage caused by the Contractor during the scope of work, may be initiated without the notification and approval of the City inspector and all invoices must CLEARLY describe parts involved, precise location of work, and breakdown of labor.

Maintenance Performance Schedules & Landscape Service Area Maps

SERVICE AREA #1 - NORTH FACILITIES

Capitol Gateway Reservoir

El Centro Reservoir

Elkhorn Reservoir

Robla Reservoir

San Juan Reservoir

Sump 11

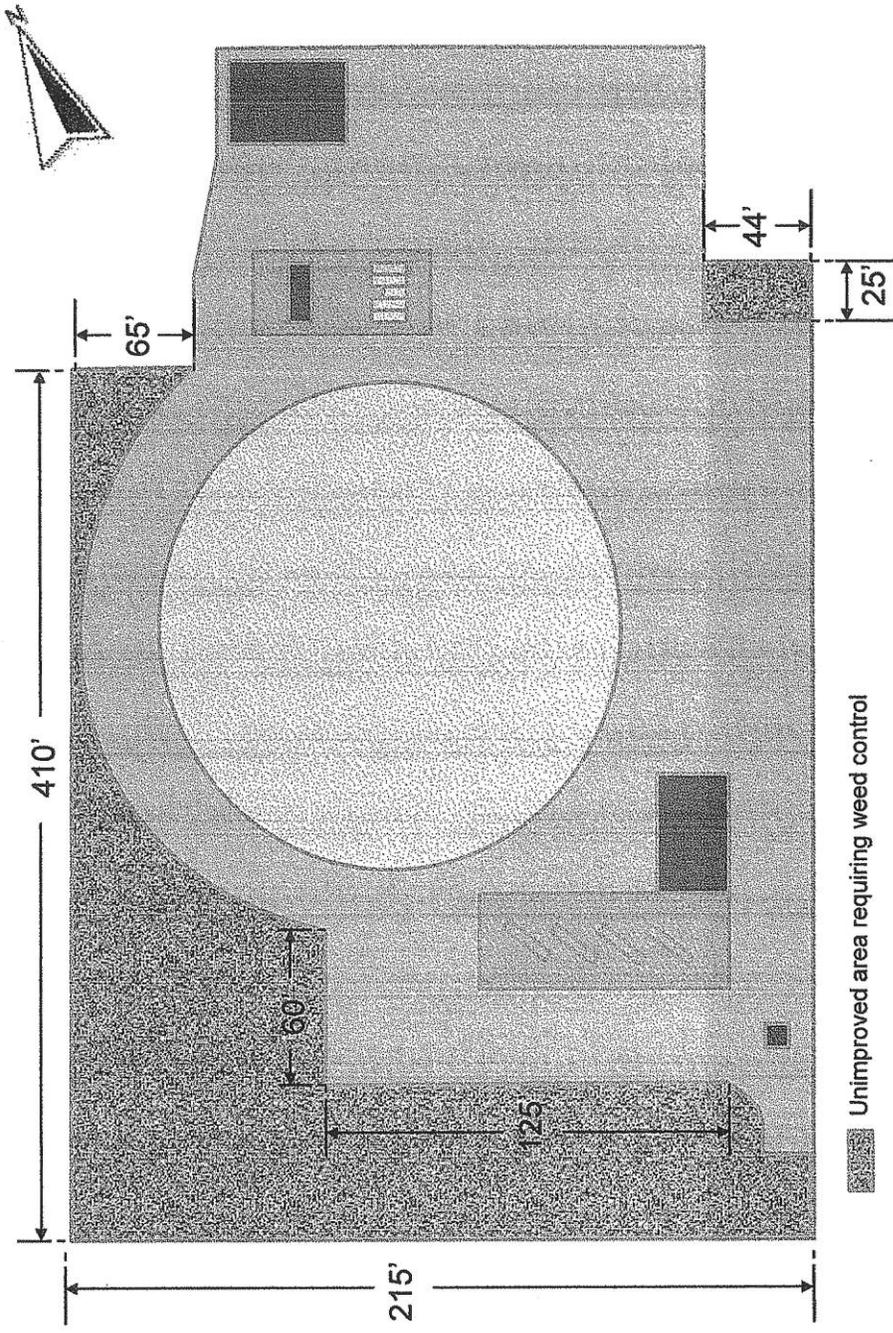
Sump 12

Sump 60

Well 109

Well 110

Capital Gateway Reservoir



ATTACHMENT 1 TO EXHIBIT A
CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

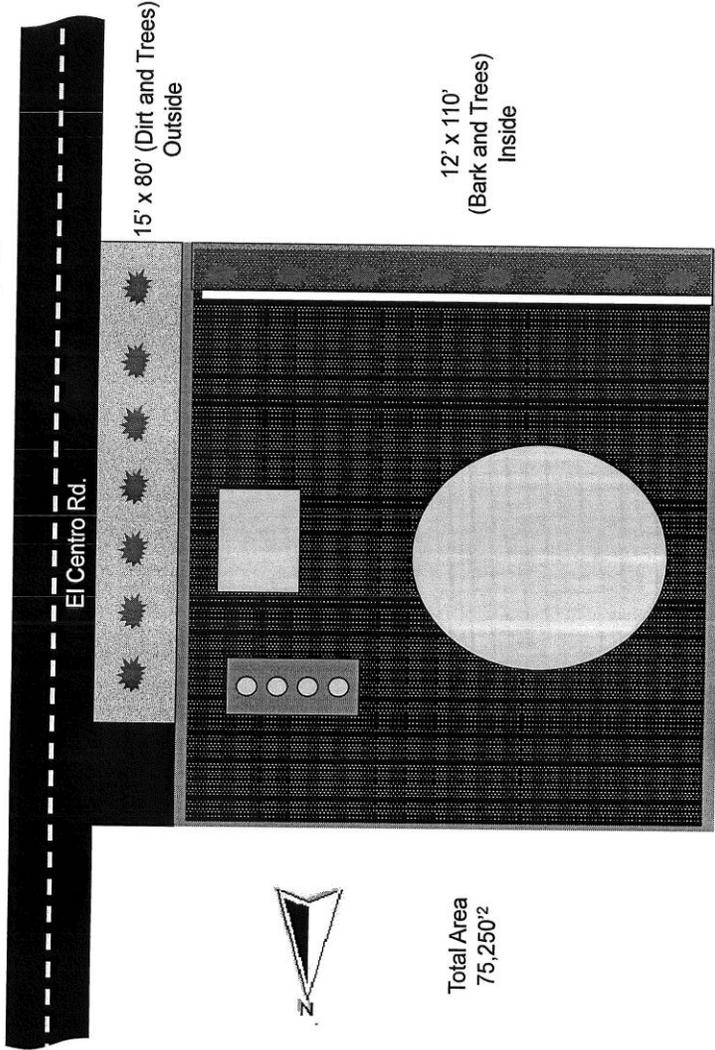
LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: Capitol Gateway Reservoir AREA SIZE: 81,000 S.F. Shrubs/GC: Minimum Requirements
 LOCATION: 2 Terracina Drive (Cross Street - Truxel Road) ACRES: 1.86 Acres Total Trees:

SERVICES	1X DAY	2X WK	1X WK	2X MO	1X MO	4X YR	2X YR	1X YR	AS REQ'D	COMMENTS
SITE SERVICED*			X							Removal of any and all debris from site.
INSP. MEETING					X				X	
IRRIG. SYSTEM										Sprinkler damage shall be identified at time of mowing.
INSPECT/SERVICE			X						X	Damage caused by the Contractor shall be repaired/replaced at their expense.
SET ALL TIMERS						X			X	
LAWN										
MOW										Remove and Dispose of all Clippings Off-site. No heavy mowers on saturated turf.
FERTILIZER										
WEED CONTROL										Pre-Emergent to control broadleaf weeds and crabgrass in February and May
AERATING										At least once, in the Fall
RESEEDING										September 1st
CHEMICAL EDGE										
MECH EDGE										All Concrete shall be mechanically edged
GROUND COVER										
FERTILIZER										
PRUNE										Keep all gc pruned away from sidewalks, parking lot curbs, buildings, & vents
WINTER MOW										
SHRUBS										
FERTILIZER										
PRUNE										Keep all shrubs pruned away from sidewalks, parking lot curbs, buildings, & vents
CULTIVATE										
TREES										
FERTILIZER										Prune trees for proper growth structure: Remove suckers & maintain clearances
PRUNE										of 5' min under trees, with 8' above sidewalks and 15' above curbs & parking lots
LEAF PICKUP			X						X	Especially during Fall
WEED CONTROL					X				X	Apply Pre-Emergent in shrub beds and bare areas 2X Year in Spring & Fall.

*PLEASE NOTE: EACH TIME A SITE IS SERVICED, ALL LITTER/DEBRIS SHALL BE REMOVED, TREES RE-STAKED AS NEEDED, POT HOLES FILLED, AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS SHALL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND SCHEDULED FOR REPAIR. NO WATERING ON MONDAYS AND MAY NEED TO WATER ON AN ODD/EVEN SCHEDULE.

El Centro Reservoir



Total Area
75,250'²

ATTACHMENT 1 TO EXHIBIT A
CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE

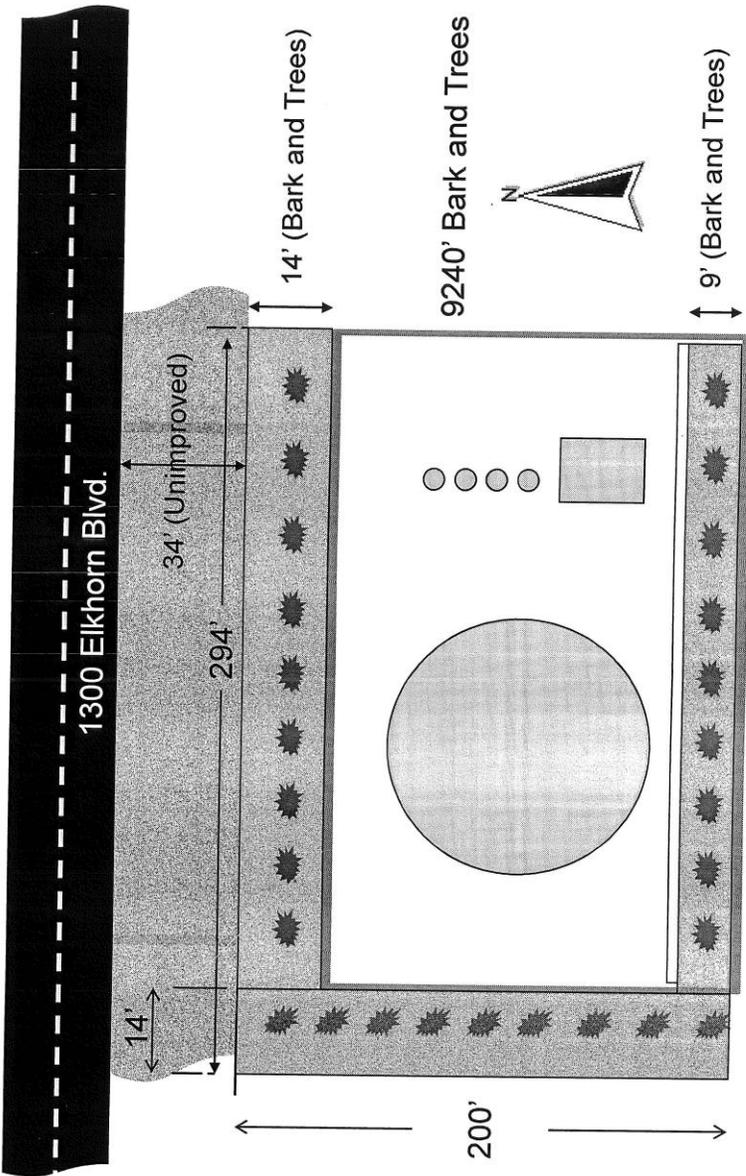
SITE NAME: El Centro Reservoir AREA SIZE: 75,250 S.F. Shrubs/GC:
 LOCATION: El Centro Road North of Hawkview Drive ACRES: 1.73 Acres Total Trees:

Minimum Requirements

SERVICES	1X		2X		3X		4X		AS REQ'D	COMMENTS
	DAY	WK	MO	MO	YR	YR	YR	YR		
SITE SERVICED*		X								Removal of any and all debris from site.
INSP. MEETING			X						X	
IRRIG. SYSTEM										Sprinkler damage shall be identified at time of mowing.
INSPECT/SERVICE		X							X	Damage caused by the Contractor shall be repaired/replaced at their expense.
SET ALL TIMERS					X				X	
LAWN										
MOW										Remove and Dispose of all Clippings Off-site. No heavy mowers on saturated turf.
FERTILIZER										
WEED CONTROL										Pre-Emergent to control broadleaf weeds and crabgrass in February and May
AERATING										At least once, in the Fall
RESEEDING										September 1st
CHEMICAL EDGE										All Concrete shall be mechanically edged
MECH EDGE										
GROUND COVER										
FERTILIZER										
PRUNE										Keep all gc pruned away from sidewalks, parking lot curbs, buildings, & vents
WINTER MOW										
SHRUBS										
FERTILIZER										
PRUNE										Keep all shrubs pruned away from sidewalks, parking lot curbs, buildings, & vents
CULTIVATE										
TREES										
FERTILIZER										
PRUNE									X	Prune trees for proper growth structure: Remove suckers & maintain clearances of 5' min under trees, with 8' above sidewalks and 15' above curbs & parking lots
LEAF PICKUP		X							X	Especially during Fall
WEED CONTROL				X					X	Apply Pre-Emergent in shrub beds and bare areas 2X/Year in Spring & Fall.

*PLEASE NOTE: EACH TIME A SITE IS SERVICED; ALL LITTER/DEBRIS SHALL BE REMOVED; TREES RE-STAKED AS NEEDED; POT HOLES FILLED; AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS SHALL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND SCHEDULED FOR REPAIR. NO WATERING ON MONDAYS AND MAY NEED TO WATER ON AN ODD/EVEN SCHEDULE.

Elkhorn Reservoir



ATTACHMENT 1 TO EXHIBIT A
CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE

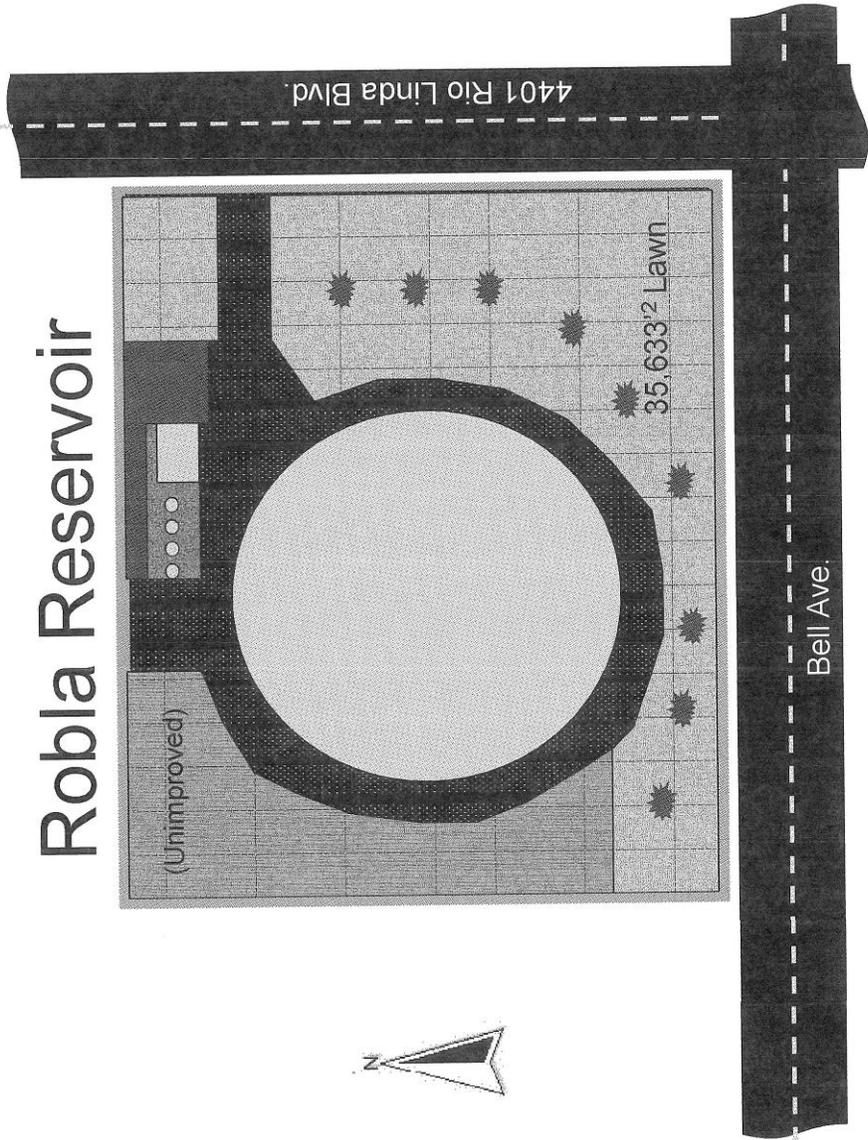
SITE NAME: Elkhorn Reservoir
 LOCATION: 1300 Elkhorn Blvd

AREA SIZE: 94,933 S.F. Shrubs/GC:
 ACRES: 2.17 Acres Total Trees:

SERVICES	Minimum Requirements												COMMENTS	
	1X DAY	2X WK	1X WK	2X MO	1X MO	3X YR	2X YR	1X YR	AS REQ'D					
SITE SERVICED*			X											Removal of any and all debris from site.
INSP. MEETING					X								X	
IRRIG. SYSTEM														Sprinkler damage shall be identified at time of mowing.
INSPECT/SERVICE			X										X	Damage caused by the Contractor shall be repaired/replaced at their expense.
SET ALL TIMERS										X				
LAWN														
MOW														Remove and Dispose of all Clippings Off-site. No heavy mowers on saturated turf.
FERTILIZER														
WEED CONTROL														Pre-Emergent to control broadleaf weeds and crabgrass in February and May
AERATING														At least once, in the Fall
RESEEDING														September 1st
CHEMICAL EDGE														All Concrete shall be mechanically edged
MECH EDGE														
GROUND COVER														
FERTILIZER														
PRUNE														Keep all gc pruned away from sidewalks, parking lot curbs, buildings, & vents
WINTER MOW														
SHRUBS														
FERTILIZER														
PRUNE														Keep all shrubs pruned away from sidewalks, parking lot curbs, buildings, & vents
CULTIVATE														
TREES														
FERTILIZER												X	X	Prune trees for proper growth structure. Remove suckers & maintain clearances
PRUNE												X	X	of 5' min under trees, with 8' above sidewalks and 15' above curbs & parking lots
LEAF PICKUP														Especially during Fall
WEED CONTROL					X								X	Apply Pre-Emergent in shrub beds and bare areas 2X/Year in Spring & Fall.

*PLEASE NOTE: EACH TIME A SITE IS SERVICED, ALL LITTER/DEBRIS SHALL BE REMOVED, TREES RE-STAKED AS NEEDED, POT HOLES FILLED, AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS SHALL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND SCHEDULED FOR REPAIR. NO WATERING ON MONDAYS AND MAY NEED TO WATER ON AN ODD/EVEN SCHEDULE.

Robla Reservoir



ATTACHMENT 1 TO EXHIBIT A
CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE

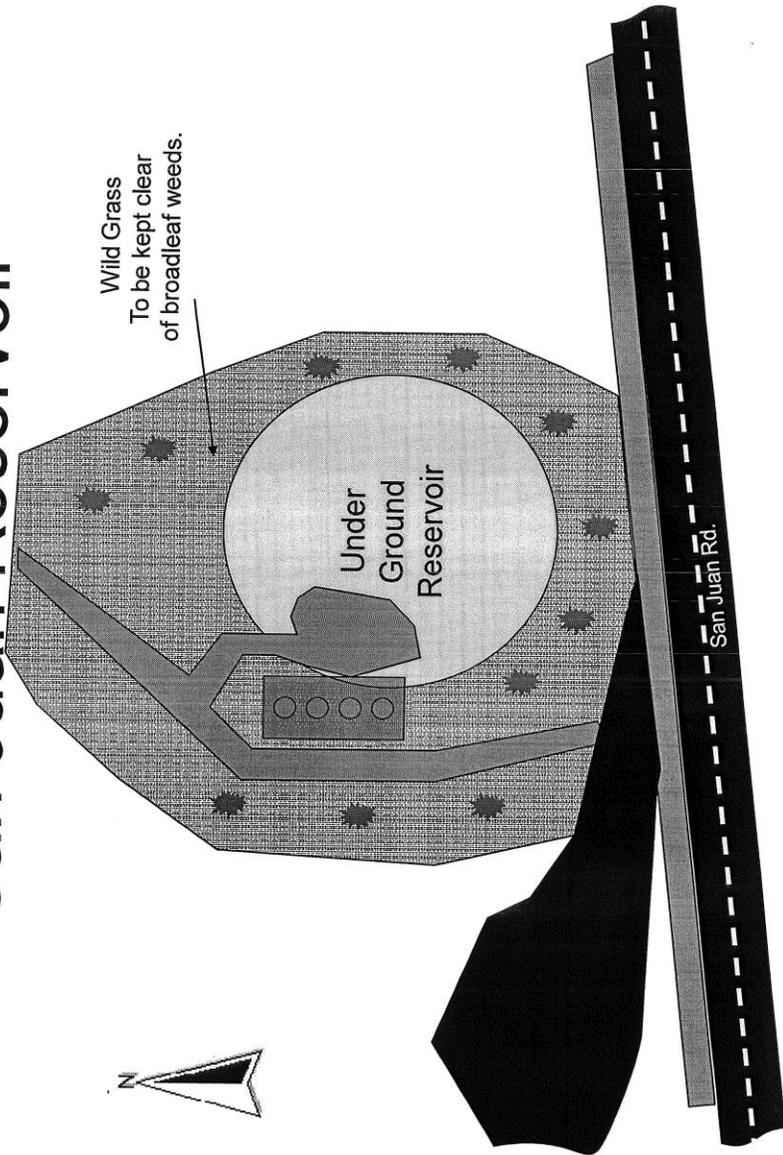
SITE NAME: Robla Reservoir AREA SIZE: 92,133 S.F. Lawn: 35,633 S.F.
 LOCATION: 4401 Rto Linda Blvd ACRES: 2.12 Acres Total Trees:

Minimum Requirements

SERVICES	1X DAY	2X WK	1X WK	2X MO	1X MO	3X YR	2X YR	1X YR	AS REQ'D	COMMENTS
SITE SERVICED*			X							Removal of any and all debris from site.
INSP. MEETING					X				X	
IRRIg. SYSTEM										Sprinkler damage shall be identified at time of mowing.
INSPECT/SERVICE			X						X	Damage caused by the Contractor shall be repaired/replaced at their expense.
SET ALL TIMERS						X			X	
LAWN										
MOW			X							Remove and Dispose of all Clippings Off-site. No heavy mowers on saturated turf.
FERTILIZER							X			
WEED CONTROL							X			Pre-Emergent to control broadleaf weeds and crabgrass in February and May
AERATING								X		At least once, in the Fall
RESEEDING									X	September 1st
CHEMICAL EDGE					X					
MECH EDGE			X							All Concrete shall be mechanically edged
GROUND COVER										
FERTILIZER										
PRUNE										Keep all gc pruned away from sidewalks, parking lot curbs, buildings, & vents
WINTER MOW										
SHRUBS										
FERTILIZER							X			
PRUNE						X				Keep all shrubs pruned away from sidewalks, parking lot curbs, buildings, & vents
CULTIVATE									X	
TREES										
FERTILIZER								X	X	Prune trees for proper growth structure: Remove suckers & maintain clearances
PRUNE								X	X	of 5' min under trees, with 8' above sidewalks and 15' above curbs & parking lots
LEAF PICKUP			X						X	Especially during Fall
WEED CONTROL					X				X	Apply Pre-Emergent in shrub beds and bare areas 2X/Year in Spring & Fall.

*PLEASE NOTE: EACH TIME A SITE IS SERVICED, ALL LITTER/DEBRIS SHALL BE REMOVED, TREES RE-STAKED AS NEEDED, POT HOLES FILLED, AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS SHALL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND SCHEDULED FOR REPAIR. NO WATERING ON MONDAYS AND MAY NEED TO WATER ON AN ODD/EVEN SCHEDULE.

San Juan Reservoir



ATTACHMENT 1 TO EXHIBIT A
CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: San Juan Reservoir AREA SIZE: 22,135 S.F. Shrubs/GC:
 LOCATION: North side of San Juan Rd at Witter Rd ACRES: 0.51 Acres Total Trees:

SERVICES	Minimum Requirements												COMMENTS	
	1X DAY	2X WK	1X WK	2X MO	1X MO	3X YR	2X YR	1X YR	AS REQ'D					
SITE SERVICED*			X											Removal of any and all debris from site.
INSP. MEETING					X								X	
IRRIG. SYSTEM														Sprinkler damage shall be identified at time of mowing.
INSPECT/SERVICE			X										X	Damage caused by the Contractor shall be repaired/replaced at their expense.
SET ALL TIMERS						X							X	
LAWN														
MOW														Remove and Dispose of all Clippings Off-site. No heavy mowers on saturated turf.
FERTILIZER														
WEED CONTROL														Pre-Emergent to control broadleaf weeds and crabgrass in February and May
AERATING														At least once, in the Fall
RESEEDING														September 1st
CHEMICAL EDGE														All Concrete shall be mechanically edged
MECH EDGE														
GROUND COVER														
FERTILIZER														
PRUNE														Keep all gc pruned away from sidewalks, parking lot curbs, buildings, & vents
WINTER MOW														
SHRUBS														
FERTILIZER														
PRUNE														Keep all shrubs pruned away from sidewalks, parking lot curbs, buildings, & vents
CULTIVATE														
TREES														
FERTILIZER												X	X	Prune trees for proper growth structure. Remove suckers & maintain clearances
PRUNE												X		of 5' min under trees, with 8' above sidewalks and 15' above curbs & parking lots
LEAF PICKUP			X											Especially during Fall
WEED CONTROL					X									Apply Pre-Emergent in shrub beds and bare areas 2X/Year in Spring & Fall.

*PLEASE NOTE: EACH TIME A SITE IS SERVICED, ALL LITTER/DEBRIS SHALL BE REMOVED, TREES RE-STAKED AS NEEDED, POT HOLES FILLED, AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS SHALL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND SCHEDULED FOR REPAIR. NO WATERING ON MONDAYS AND MAY NEED TO WATER ON AN ODD/EVEN SCHEDULE.

ATTACHMENT 1 TO EXHIBIT A
CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

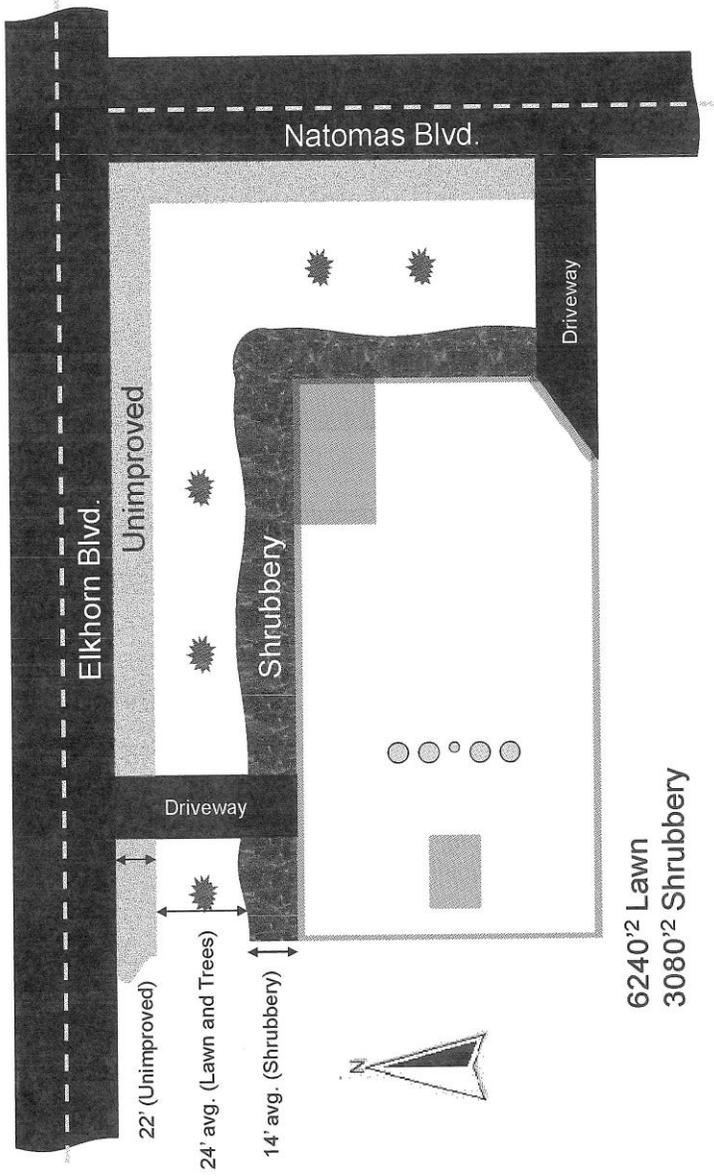
LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: Sump 11 AREA SIZE: Shrubs/GC: 920 S.F.
 LOCATION: Natomas Boulevard - Across from North Park Driv COMMENTS: No Lawn, 5 Trees

SERVICES	Minimum Requirements												COMMENTS	
	1X DAY	2X WK	1X WK	2X MO	1X MO	4X YR	2X YR	1X YR	AS REQ'D					
SITE SERVICED*			X											Removal of any and all debris from site.
INSP. MEETING				X									X	
IRRIG. SYSTEM														Sprinkler damage shall be identified at time of mowing.
INSPECT/SERVICE			X										X	Damage caused by the Contractor shall be repaired/replaced at their expense.
SET ALL TIMERS						X							X	
LAWN														
MOW			X											Remove and Dispose of all Clippings Off-site. No heavy mowers on saturated turf.
FERTILIZER							X							
WEED CONTROL							X							Pre-Emergent to control broadleaf weeds and crabgrass in February and May
AERATING								X						At least once, in the Fall
RESEEDING													X	September 1st
CHEMICAL EDGE					X									
MECH EDGE			X											All Concrete shall be mechanically edged
GROUND COVER														
FERTILIZER								X						
PRUNE						X								Keep all gc pruned away from sidewalks, parking lot curbs, buildings, & vents
WINTER MOW													X	
SHRUBS														
FERTILIZER							X							
PRUNE					X								X	Keep all shrubs pruned away from sidewalks, parking lot curbs, buildings, & vents
CULTIVATE													X	
TREES														
FERTILIZER												X	X	Prune trees for proper growth structure. Remove suckers & maintain clearances
PRUNE												X	X	of 5' min under trees, with 8' above sidewalks and 15' above curbs & parking lots
LEAF PICKUP			X											Especially during Fall
WEED CONTROL					X								X	Apply Pre-Emergent in shrub beds and bare areas 2X/Year in Spring & Fall.

*PLEASE NOTE: EACH TIME A SITE IS SERVICED, ALL LITTER/DEBRIS SHALL BE REMOVED, TREES RE-STAKED AS NEEDED, POT HOLES FILLED, AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS SHALL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND SCHEDULED FOR REPAIR. NO WATERING ON MONDAYS AND MAY NEED TO WATER ON AN ODD/EVEN SCHEDULE.

Sump 12



ATTACHMENT 1 TO EXHIBIT A
CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE

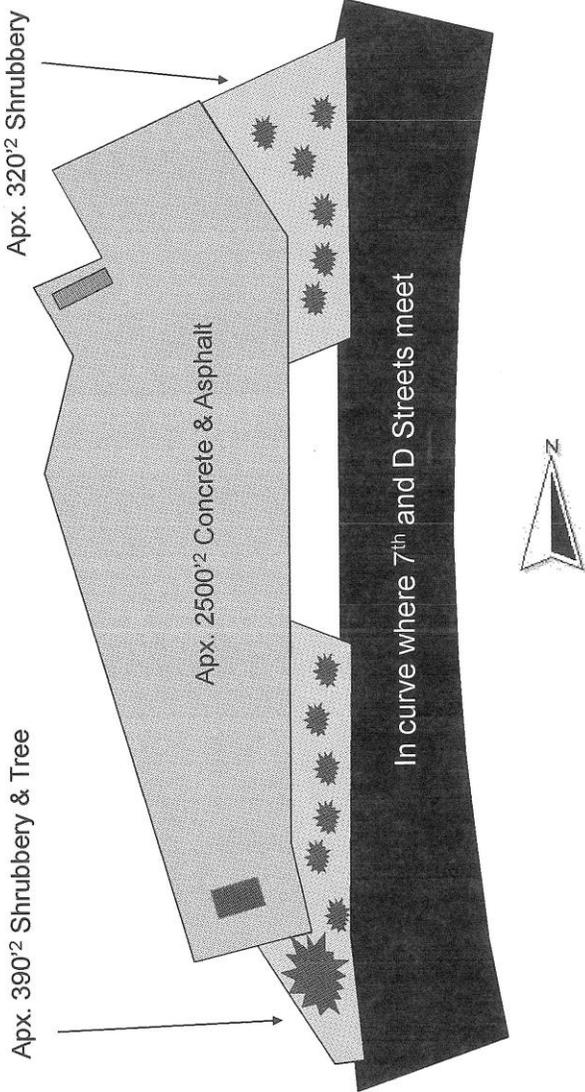
SITE NAME: Sump 12 AREA SIZE: 9,320 S.F. Lawn: 6,240 S.F.
 LOCATION: SW corner of Natomas Blvd & Elkhorn Blvd ACRES: 0.21 Acres Comments: Trees, Shrubs, Groundcover

Minimum Requirements

SERVICES	1X				2X				4X				1X				AS REQ'D	COMMENTS
	DAY	WK	MO	YR	WK	MO	YR	YR	WK	MO	YR	YR	WK	MO	YR	YR		
SITE SERVICED*																	Removal of any and all debris from site.	
INSP. MEETING																		
IRRIG. SYSTEM																		
INSPECT/SERVICE																	Sprinkler damage shall be identified at time of mowing.	
SET ALL TIMERS																	Damage caused by the Contractor shall be repaired/replaced at their expense.	
LAWN																		
MOW																	Remove and Dispose of all Clippings Off-site. No heavy mowers on saturated turf.	
FERTILIZER																	Pre-Emergent to control broadleaf weeds and crabgrass in February and May	
WEED CONTROL																	At least once, in the Fall	
AERATING																	September 1st	
RESEEDING																	All Concrete shall be mechanically edged	
CHEMICAL EDGE																		
MECH EDGE																		
GROUND COVER																		
FERTILIZER																		
PRUNE																	Keep all gc pruned away from sidewalks, parking lot curbs, buildings, & vents	
WINTER MOW																		
SHRUBS																		
FERTILIZER																		
PRUNE																	Keep all shrubs pruned away from sidewalks, parking lot curbs, buildings, & vents	
CULTIVATE																		
TREES																		
FERTILIZER																		
PRUNE																	Prune trees for proper growth structure: Remove suckers & maintain clearances of 5' min under trees, with 8' above sidewalks and 15' above curbs & parking lots	
LEAF PICKUP																	Especially during Fall	
WEED CONTROL																	Apply Pre-Emergent in shrub beds and bare areas 2X/Year in Spring & Fall.	

*PLEASE NOTE: EACH TIME A SITE IS SERVICED, ALL LITTER/DEBRIS SHALL BE REMOVED. TREES RE-STAKED AS NEEDED. POT HOLES FILLED, AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS SHALL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND SCHEDULED FOR REPAIR. NO WATERING ON MONDAYS AND MAY NEED TO WATER ON AN ODD/EVEN SCHEDULE.

Sump 60



ATTACHMENT 1 TO EXHIBIT A
CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

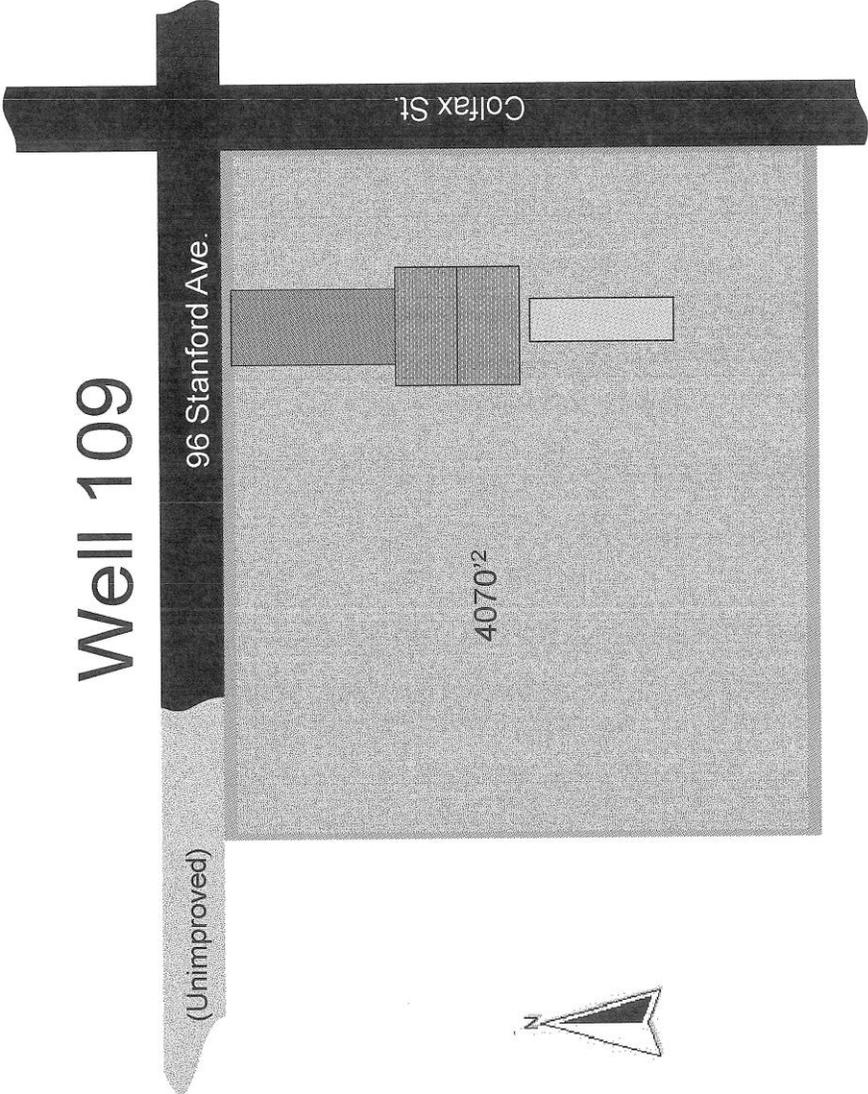
LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: Sump 60
 LOCATION: NW of curve where 7th and D Street meet
 AREA SIZE: 3,210 S.F. Shrubs/GC: 710 S.F.
 ACRES: 0.07 Acres Comments: No Lawn

Minimum Requirements

SERVICES	Minimum Requirements												COMMENTS	
	1X DAY	2X WK	1X WK	2X MO	1X MO	4X YR	2X YR	1X YR	AS REQ'D					
SITE SERVICED*			X											Removal of any and all debris from site.
INSP. MEETING					X									
IRRIG. SYSTEM														
INSPECT/SERVICE			X											Sprinkler damage shall be identified at time of mowing.
SET ALL TIMERS						X								Damage caused by the Contractor shall be repaired/replaced at their expense.
LAWN														
MOW														Remove and Dispose of all Clippings Off-site. No heavy mowers on saturated turf.
FERTILIZER														
WEED CONTROL														Pre-Emergent to control broadleaf weeds and crabgrass in February and May
AERATING														At least once, in the Fall
RESEEDING														September 1st
CHEMICAL EDGE														
MECH EDGE														All Concrete shall be mechanically edged
GROUND COVER														
FERTILIZER											X			
PRUNE										X				Keep all gc pruned away from sidewalks, parking lot curbs, buildings, & vents
WINTER MOW														
SHRUBS														
FERTILIZER											X			
PRUNE										X				Keep all shrubs pruned away from sidewalks, parking lot curbs, buildings, & vents
CULTIVATE														
TREES														
FERTILIZER											X			Prune trees for proper growth structure. Remove suckers & maintain clearances
PRUNE											X			of 5' min under trees, with 8" above sidewalks and 15" above curbs & parking lots
LEAF PICKUP														Especially during Fall
WEED CONTROL														Apply Pre-Emergent in shrub beds and bare areas 2X/Year in Spring & Fall.

*PLEASE NOTE: EACH TIME A SITE IS SERVICED, ALL LITTER/DEBRIS SHALL BE REMOVED. TREES RE-STAKED AS NEEDED. POT HOLES FILLED, AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS SHALL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND SCHEDULED FOR REPAIR. NO WATERING ON MONDAYS AND MAY NEED TO WATER ON AN ODD/EVEN SCHEDULE.



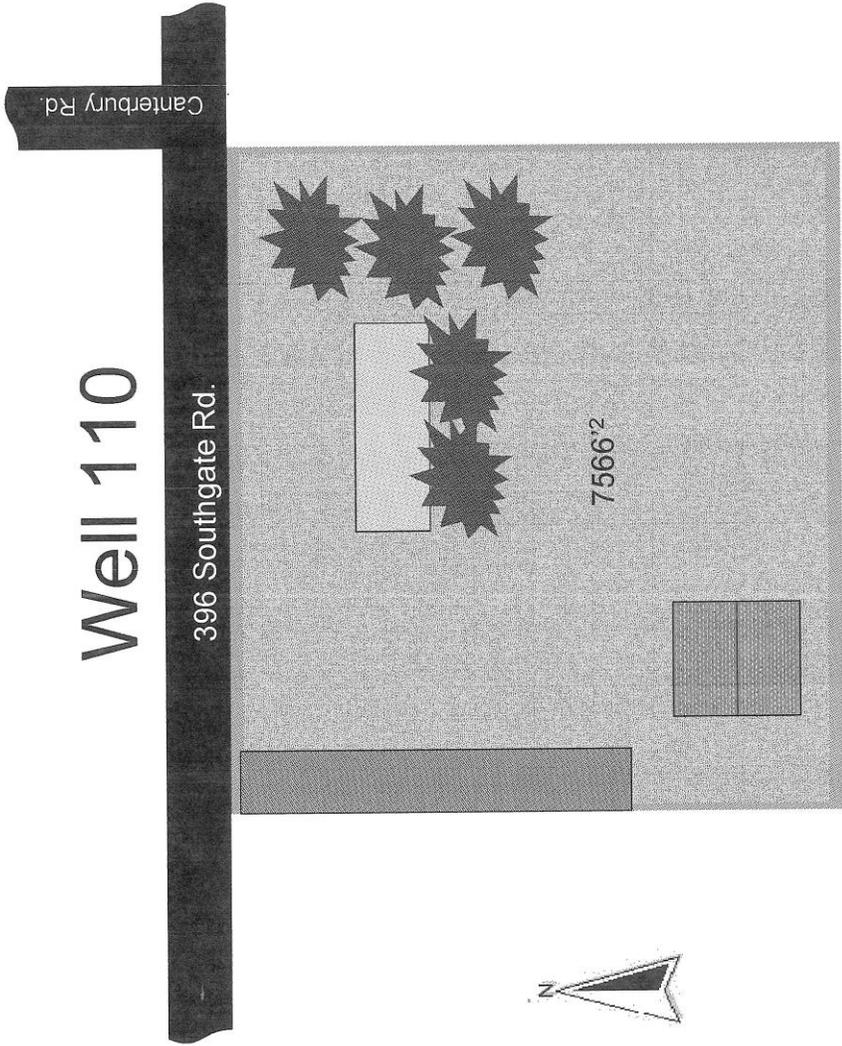
ATTACHMENT 1 TO EXHIBIT A
CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: Well 109 AREA SIZE: 4,070 S.F. Lawn: 4,070 S.F.
 LOCATION: 96 Stanford Avenue ACRES: 0.09 Acres Comments: No Shrubs or Groundcover

SERVICES	Minimum Requirements												COMMENTS	
	1X DAY	2X WK	1X WK	2X MO	1X MO	4X YR	2X YR	1X YR	AS REQ'D	AS	1X YR	AS		
SITE SERVICED*			X											Removal of any and all debris from site.
INSP. MEETING					X									
IRRIG. SYSTEM														Sprinkler damage shall be identified at time of mowing.
INSPECT/SERVICE			X											Damage caused by the Contractor shall be repaired/replaced at their expense.
SET ALL TIMERS						X								
LAWN														
MOW			X											Remove and Dispose of all Clippings Off-site. No heavy mowers on saturated turf.
FERTILIZER							X							
WEED CONTROL							X							Pre-Emergent to control broadleaf weeds and crabgrass in February and May
AERATING											X			At least once, in the Fall
RESEEDING												X		September 1st
CHEMICAL EDGE					X									All Concrete shall be mechanically edged
MECH EDGE			X											
GROUND COVER														
FERTILIZER														
PRUNE														Keep all gc pruned away from sidewalks, parking lot curbs, buildings, & vents
WINTER MOW														
SHRUBS														
FERTILIZER														
PRUNE														Keep all shrubs pruned away from sidewalks, parking lot curbs, buildings, & vents
CULTIVATE														
TREES														
FERTILIZER														
PRUNE														Prune trees for proper growth structure: Remove suckers & maintain clearances of 5' min under trees, with 6' above sidewalks and 15' above curbs & parking lots
LEAF PICKUP			X											Especially during Fall
WEED CONTROL					X									Apply Pre-Emergent in shrub beds and bare areas 2X/Year in Spring & Fall.

*PLEASE NOTE: EACH TIME A SITE IS SERVICED, ALL LITTER/DEBRIS SHALL BE REMOVED, TREES RE-STAKED AS NEEDED, POT HOLES FILLED, AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS SHALL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND SCHEDULED FOR REPAIR. NO WATERING ON MONDAYS AND MAY NEED TO WATER ON AN ODD/EVEN SCHEDULE.



ATTACHMENT 1 TO EXHIBIT A
CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: Well 110 AREA SIZE: 7,566 S.F. Lawn: 7,566 S.F.
 LOCATION: 396 Southgate Road ACRES: 0.17 Acres Comments: No Groundcover

SERVICES	Minimum Requirements												COMMENTS	
	1X DAY	2X WK	1X WK	2X MO	1X MO	4X YR	2X YR	1X YR	AS REQ'D					
SITE SERVICED*			X											Removal of any and all debris from site.
INSP. MEETING					X								X	
IRRIG. SYSTEM														Sprinkler damage shall be identified at time of mowing.
INSPECT/SERVICE			X										X	Damage caused by the Contractor shall be repaired/replaced at their expense.
SET ALL TIMERS						X							X	
LAWN														
MOW			X											Remove and Dispose of all Clippings Off-site. No heavy mowers on saturated turf.
FERTILIZER							X							
WEED CONTROL							X						X	Pre-Emergent to control broadleaf weeds and crabgrass in February and May
AERATING													X	At least once, in the Fall
RESEEDING													X	September 1st
CHEMICAL EDGE					X									All Concrete shall be mechanically edged
MECH EDGE			X											
GROUND COVER														
FERTILIZER														
PRUNE														Keep all gc pruned away from sidewalks, parking lot curbs, buildings, & vents
WINTER MOW														
SHRUBS														
FERTILIZER														
PRUNE										X			X	Keep all shrubs pruned away from sidewalks, parking lot curbs, buildings, & vents
CULTIVATE													X	
TREES														
FERTILIZER														Prune trees for proper growth structure: Remove suckers & maintain clearances
PRUNE														of 5' min under trees, with 8' above sidewalks and 15' above curbs & parking lots
LEAF PICKUP						X							X	Especially during Fall
WEED CONTROL					X								X	Apply Pre-Emergent in shrub beds and bare areas 2X/Year in Spring & Fall.

*PLEASE NOTE: EACH TIME A SITE IS SERVICED, ALL LITTER/DEBRIS SHALL BE REMOVED. TREES RE-STAKED AS NEEDED, POT HOLES FILLED, AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS SHALL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND SCHEDULED FOR REPAIR. NO WATERING ON MONDAYS AND MAY NEED TO WATER ON AN ODD/EVEN SCHEDULE.

Maintenance Performance Schedules & Landscape Service Area Maps

SERVICE AREA #2 - SOUTH FACILITIES

City College Reservoir

Med Center Reservoir

Pioneer Reservoir

Sump 1/1A

Sump 2

Sump 8

Sump 19

Sump 21

Sump 42

Sump 55

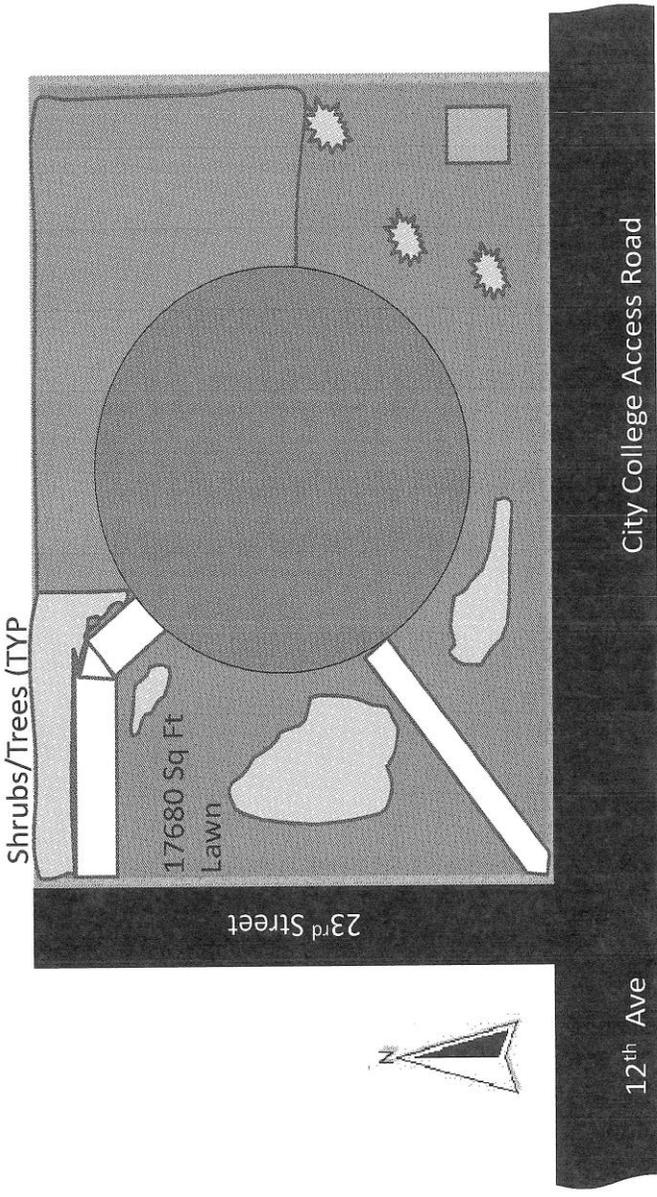
Sump 77

Sump 108

Sump 137

El Rito Way Property

City College Reservoir



ATTACHMENT 1 TO EXHIBIT A
CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

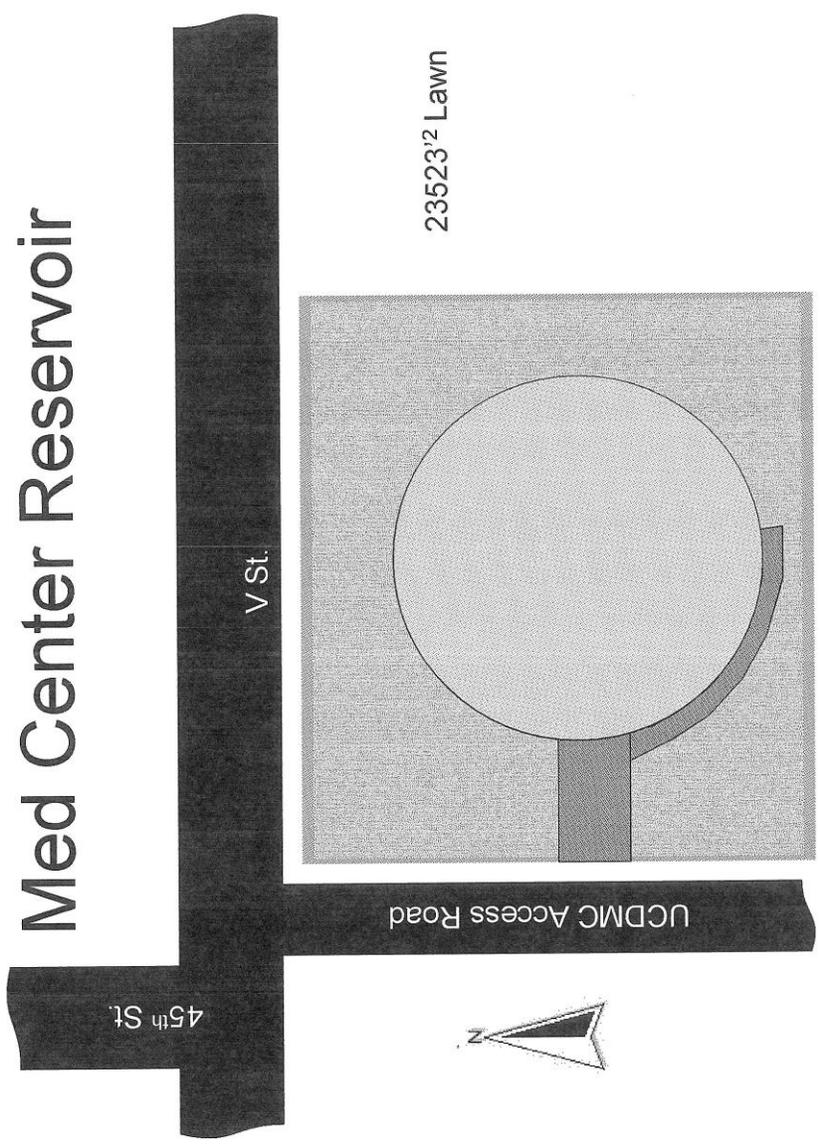
LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: City College Reservoir AREA SIZE: 55,390 S.F. Lawn: 17,680 S.F.
 LOCATION: 3581 23rd Street ACRES: 1.27 Acres Total Trees:

Minimum Requirements

SERVICES	1X		2X		3X		1X		1X		AS REQ'D	COMMENTS
	DAY	WK	MO	MO	YR	YR	MO	YR	YR			
SITE SERVICED*		X										Removal of any and all debris from site.
INSP. MEETING				X							X	
IRRIG. SYSTEM												
INSPECT/SERVICE		X									X	Sprinkler damage shall be identified at time of mowing.
SET ALL TIMERS						X					X	Damage caused by the Contractor shall be repaired/replaced at their expense.
LAWN												
MOW												Remove and Dispose of all Clippings Off-site. No heavy mowers on saturated turf.
FERTILIZER								X				
WEED CONTROL								X				Pre-Emergent to control broadleaf weeds and crabgrass in February and May
AERATING									X			At least once, in the Fall
RESEEDING										X		September 1st
CHEMICAL EDGE						X						All Concrete shall be mechanically edged
MECH EDGE												
GROUND COVER												
FERTILIZER												
PRUNE												Keep all gc pruned away from sidewalks, parking lot curbs, buildings, & vents
WINTER MOW												
SHRUBS												
FERTILIZER									X			
PRUNE						X						Keep all shrubs pruned away from sidewalks, parking lot curbs, buildings, & vents
CULTIVATE											X	
TREES												
FERTILIZER										X		Prune trees for proper growth structure: Remove suckers & maintain clearances
PRUNE										X		of 5' min under trees, with 8' above sidewalks and 15' above curbs & parking lots
LEAF PICKUP											X	Especially during Fall
WEED CONTROL							X				X	Apply Pre-Emergent in shrub beds and bare areas 2X/Year in Spring & Fall.

*PLEASE NOTE: EACH TIME A SITE IS SERVICED, ALL LITTER/DEBRIS SHALL BE REMOVED, TREES RE-STAKED AS NEEDED, POT HOLES FILLED, AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS SHALL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND SCHEDULED FOR REPAIR. NO WATERING ON MONDAYS AND MAY NEED TO WATER ON AN ODD/EVEN SCHEDULE.



ATTACHMENT 1 TO EXHIBIT A
CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: Med Center Reservoir
 LOCATION: 45th Street & V Street

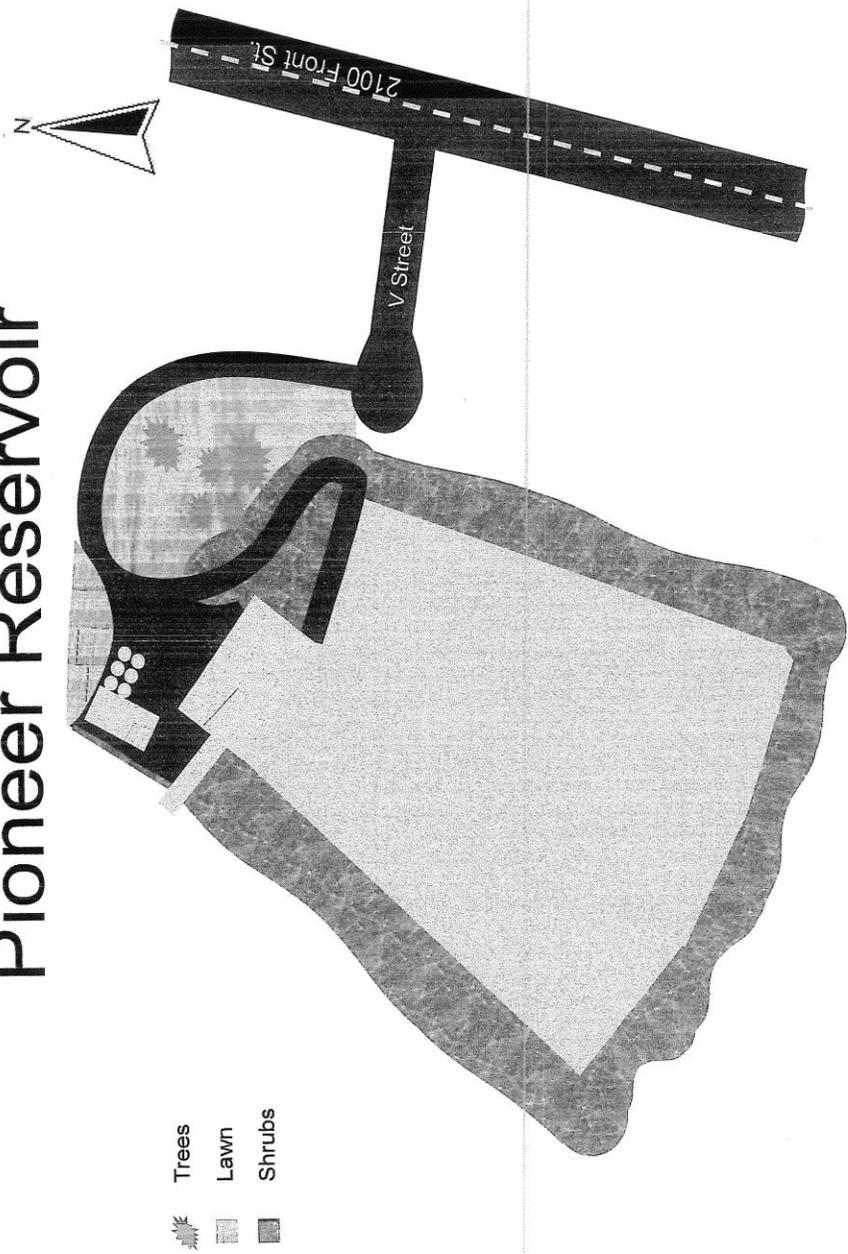
AREA SIZE: 39.856 S.F. Lawn: 26.523 S.F.
 ACRES: 0.91 Acres Total Trees:

Minimum Requirements

SERVICES	1X DAY		2X WK		1X MO		2X MO		1X WK		1X MO		4X YR		2X YR		1X YR		AS REQ'D		COMMENTS	
SITE SERVICED*										X											Removal of any and all debris from site.	
INSP. MEETING											X										X	
IRRIG. SYSTEM																						Sprinkler damage shall be identified at time of mowing.
INSPECT/SERVICE										X											X	Damage caused by the Contractor shall be repaired/replaced at their expense.
SET ALL TIMERS													X								X	
LAWN																						
MOW										X												Remove and Dispose of all Clippings Off-site. No heavy mowers on saturated turf.
FERTILIZER															X							
WEED CONTROL															X							Pre-Emergent to control broadleaf weeds and crabgrass in February and May
AERATING																						At least once, in the Fall
RESEEDING																					X	If needed, September 1st
CHEMICAL EDGE											X											All Concrete shall be mechanically edged
MECH EDGE										X												
GROUND COVER																						
FERTILIZER																						
PRUNE																						Keep all gc pruned away from sidewalks, parking lot curbs, buildings, & vents
WINTER MOW																						
SHRUBS																						
FERTILIZER																						
PRUNE																						Keep all shrubs pruned away from sidewalks, parking lot curbs, buildings, & vents
CULTIVATE																						
TREES																						
FERTILIZER																						
PRUNE																						Prune trees for proper growth structure. Remove suckers & maintain clearances of 5' min under trees, with 8' above sidewalks and 15' above curbs & parking lots
LEAF PICKUP										X											X	Especially during Fall
WEED CONTROL																						Apply Pre-Emergent in shrub beds and bare areas 2X/Year in Spring & Fall.

*PLEASE NOTE: EACH TIME A SITE IS SERVICED, ALL LITTER/DEBRIS SHALL BE REMOVED, TREES RE-STAKED AS NEEDED, POT HOLES FILLED, AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS SHALL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND SCHEDULED FOR REPAIR. NO WATERING ON MONDAYS AND MAY NEED TO WATER ON AN ODD/EVEN SCHEDULE.

Pioneer Reservoir



ATTACHMENT 1 TO EXHIBIT A
CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

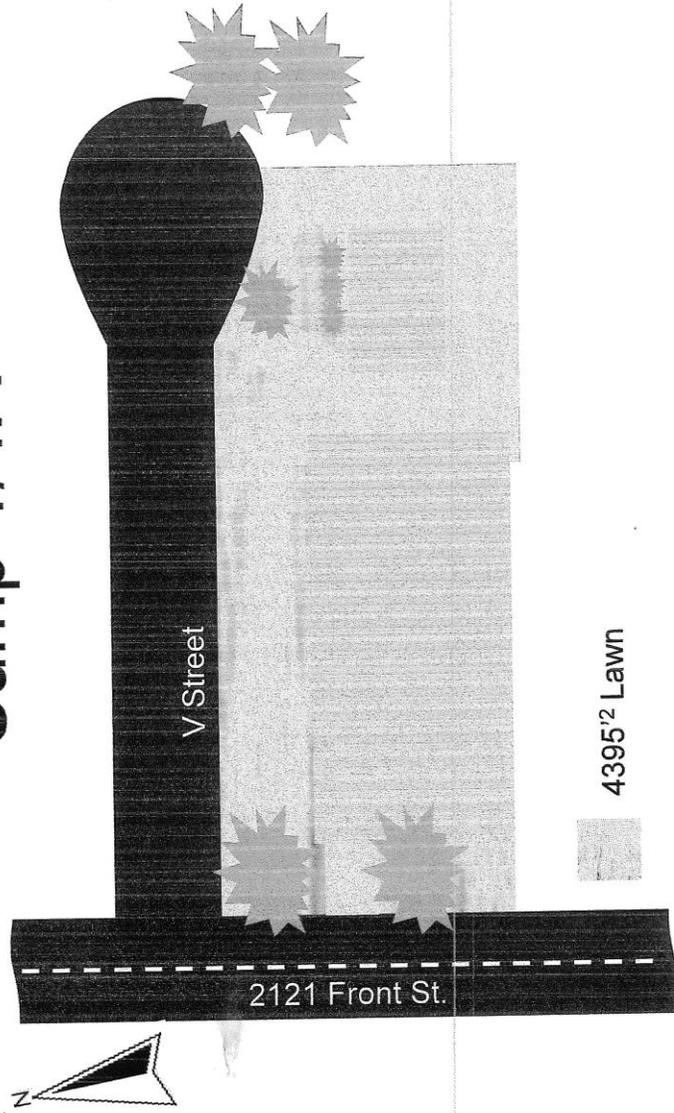
LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: Pioneer Reservoir AREA SIZE: 179,158 S.F. Shrubs/GC: _____
 LOCATION: 2100 Front Street behind the CA Auto Museum ACRES: 4.1 Acres Total Trees: _____
 Minimum Requirements

SERVICES	1X DAY	2X WK	1X WK	2X MO	1X MO	3X YR	2X YR	1X YR	AS REQ'D	COMMENTS
SITE SERVICED*			X							Removal of any and all debris from site.
INSP. MEETING				X					X	
IRRIG. SYSTEM										Sprinkler damage shall be identified at time of mowing.
INSPECT/SERVICE			X						X	Damage caused by the Contractor shall be repaired/replaced at their expense.
SET ALL TIMERS						X			X	
LAWN										
MOW			X							Remove and Dispose of all Clippings Off-site. No heavy mowers on saturated turf.
FERTILIZER							X			
WEED CONTROL							X			Pre-Emergent to control broadleaf weeds and crabgrass in February and May
AERATING								X		At least once, in the Fall
RESEEDING									X	September 1st
CHEMICAL EDGE				X						All Concrete shall be mechanically edged
MECH EDGE			X							
GROUND COVER										
FERTILIZER							X			
PRUNE						X				Keep all gc pruned away from sidewalks, parking lot curbs, buildings, & vents
WINTER MOW									X	
SHRUBS										
FERTILIZER							X			
PRUNE						X				Keep all shrubs pruned away from sidewalks, parking lot curbs, buildings, & vents
CULTIVATE									X	
TREES										
FERTILIZER								X		Prune trees for proper growth structure: Remove suckers & maintain clearances
PRUNE								X		of 5' min under trees, with 8' above sidewalks and 15' above curbs & parking lots
LEAF PICKUP									X	Especially during Fall
WEED CONTROL					X				X	Apply Pre-Emergent in shrub beds and bare areas 2X/Year in Spring & Fall.

*PLEASE NOTE: EACH TIME A SITE IS SERVICED, ALL LITTER/DEBRIS SHALL BE REMOVED, TREES RE-STAKED AS NEEDED, POT HOLES FILLED, AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS SHALL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND SCHEDULED FOR REPAIR. NO WATERING ON MONDAYS AND MAY NEED TO WATER ON AN ODD/EVEN SCHEDULE.

Sump 1/1A



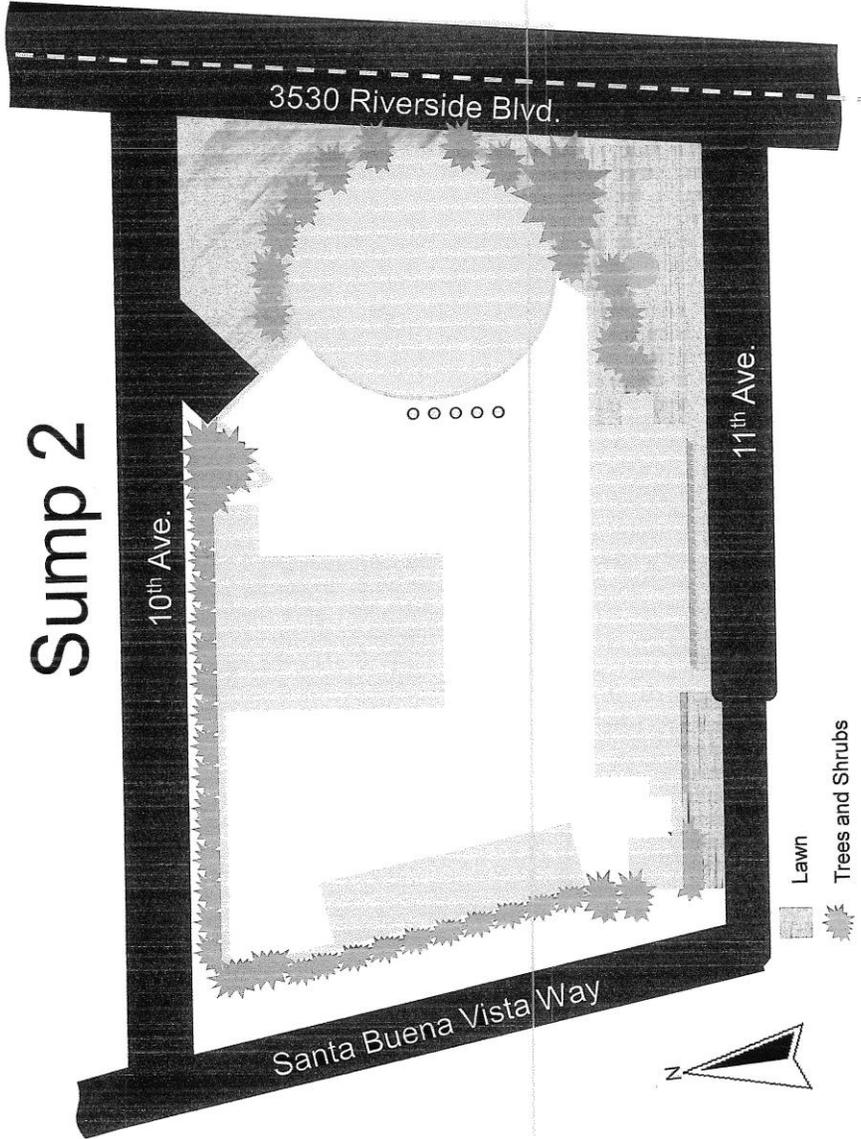
ATTACHMENT 1 TO EXHIBIT A
CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: Sump 1 & 1A
 LOCATION: Front Street & U Street on East side of Front Street
 AREA SIZE: 1,230 S.F. Shrubs/GC: No Groundcover
 ACRES: 0.03 Acres Total Trees:
 Minimum Requirements

SERVICES	1X DAY	2X WK	1X WK	2X MO	1X MO	4X YR	2X YR	1X YR	AS REQ'D	COMMENTS
SITE SERVICED*			X							Removal of any and all debris from site.
INSP. MEETING				X					X	
IRRIG. SYSTEM										Sprinkler damage shall be identified at time of mowing.
INSPECT/SERVICE			X						X	Damage caused by the Contractor shall be repaired/replaced at their expense.
SET ALL TIMERS						X			X	
LAWN										
MOW			X							Remove and Dispose of all Clippings Off-site. No heavy mowers on saturated turf.
FERTILIZER							X			
WEED CONTROL							X			Pre-Emergent to control broadleaf weeds and crabgrass in February and May
AERATING								X		At least once, in the Fall
RESEEDING									X	September 1st
CHEMICAL EDGE				X						All Concrete shall be mechanically edged
MECH EDGE			X							
GROUND COVER										
FERTILIZER										
PRUNE										Keep all gc pruned away from sidewalks, parking lot curbs, buildings, & vents
WINTER MOW										
SHRUBS										
FERTILIZER							X			
PRUNE						X			X	Keep all shrubs pruned away from sidewalks, parking lot curbs, buildings, & vents
CULTIVATE									X	
TREES										
FERTILIZER										Prune trees for proper growth structure: Remove suckers & maintain clearances
PRUNE										of 5' min under trees, with 8' above sidewalks and 15' above curbs & parking lots
LEAF PICKUP										Especially during Fall
			X						X	
WEED CONTROL					X				X	Apply Pre-Emergent in shrub beds and bare areas 2X/Year in Spring & Fall.

*PLEASE NOTE: EACH TIME A SITE IS SERVICED, ALL LITTER/DEBRIS SHALL BE REMOVED; TREES RE-STAKED AS NEEDED; POT HOLES FILLED; AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS SHALL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND SCHEDULED FOR REPAIR. NO WATERING ON MONDAYS AND MAY NEED TO WATER ON AN ODD/EVEN SCHEDULE.



Sump 2

ATTACHMENT 1 TO EXHIBIT A
CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

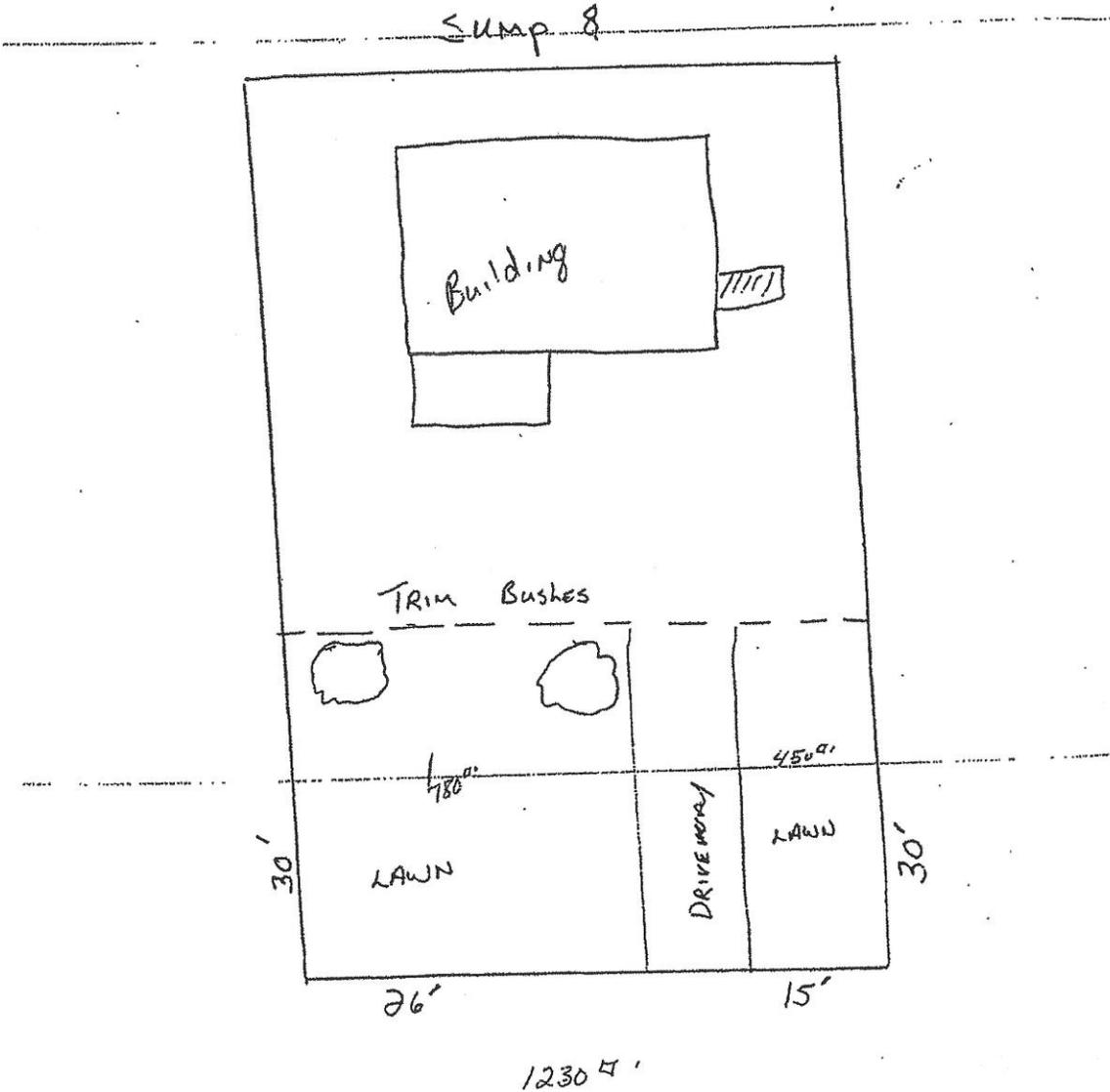
LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: Sump 2 AREA SIZE: 69,163 S.F. Shrubs/GC:
 LOCATION: 3530 Riverside Blvd. - Between 10th & 11th Ave ACRES: 1.6 Acres Total Trees:
 Minimum Requirements

SERVICES	Minimum Requirements												COMMENTS	
	1X DAY	2X WK	1X WK	2X MO	1X MO	4X YR	2X YR	1X YR	AS REQ'D					
SITE SERVICED*			X											Removal of any and all debris from site.
INSP. MEETING					X								X	
IRRIG. SYSTEM														Sprinkler damage shall be identified at time of mowing.
INSPECT/SERVICE			X										X	Damage caused by the Contractor shall be repaired/replaced at their expense.
SET ALL TIMERS						X							X	
LAWN														
MOW			X											Remove and Dispose of all Clippings Off-site. No heavy mowers on saturated turf.
FERTILIZER								X						
WEED CONTROL								X						Pre-Emergent to control broadleaf weeds and crabgrass in February and May
AERATING									X					At least once, in the Fall
RESEEDING													X	September 1st
CHEMICAL EDGE					X									All Concrete shall be mechanically edged
MECH EDGE			X											
GROUND COVER														
FERTILIZER								X						
PRUNE							X						X	Keep all gc pruned away from sidewalks, parking lot curbs, buildings, & vents
WINTER MOW													X	
SHRUBS														
FERTILIZER								X						
PRUNE						X							X	Keep all shrubs pruned away from sidewalks, parking lot curbs, buildings, & vents
CULTIVATE													X	
TREES														
FERTILIZER														Prune trees for proper growth structure. Remove suckers & maintain clearances
PRUNE														of 5' min under trees, with 8' above sidewalks and 15' above curbs & parking lots
LEAF PICKUP			X										X	Especially during Fall
WEED CONTROL					X								X	Apply Pre-Emergent in shrub beds and bare areas 2X/Year in Spring & Fall.

*PLEASE NOTE: EACH TIME A SITE IS SERVICED, ALL LITTER/DEBRIS SHALL BE REMOVED, TREES RE-STAKED AS NEEDED, POT HOLES FILLED, AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS SHALL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND SCHEDULED FOR REPAIR. NO WATERING ON MONDAYS AND MAY NEED TO WATER ON AN ODD/EVEN SCHEDULE.

SUMP 8 - 5975 64TH STREET



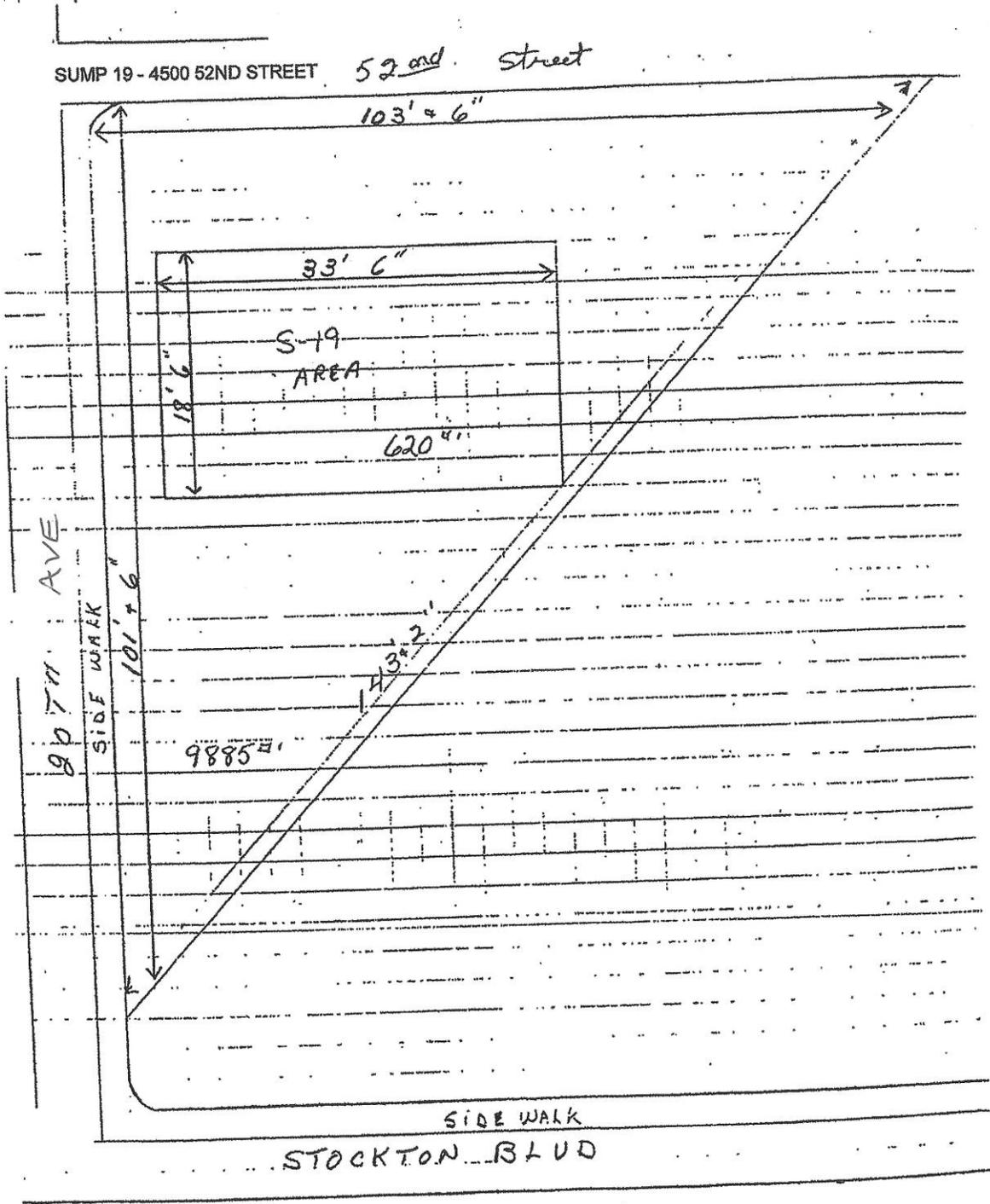
ATTACHMENT 1 TO EXHIBIT A
CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: Sump 8 AREA SIZE: 1,230 S.F. Lawn: 1,230 S.F.
 LOCATION: 5975 64th Street ACRES: 0.03 Acres Comments: No Groundcover

SERVICES	Minimum Requirements												COMMENTS		
	1X DAY	2X WK	1X WK	2X MO	1X MO	4X YR	2X YR	1X YR	AS REQ'D	1X YR	2X YR	4X YR			
SITE SERVICED*			X												Removal of any and all debris from site.
INSP. MEETING					X										
IRRIG. SYSTEM															
INSPECT/SERVICE			X												Sprinkler damage shall be identified at time of mowing.
SET ALL TIMERS						X									Damage caused by the Contractor shall be repaired/replaced at their expense.
LAWN															
MOW			X												Remove and Dispose of all Clippings Off-site. No heavy mowers on saturated turf.
FERTILIZER								X							
WEED CONTROL								X							Pre-Emergent to control broadleaf weeds and crabgrass in February and May
AERATING									X						At least once, in the Fall
RESEEDING													X		September 1st
CHEMICAL EDGE					X										All Concrete shall be mechanically edged
MECH EDGE			X												
GROUND COVER															
FERTILIZER															
PRUNE															Keep all gc pruned away from sidewalks, parking lot curbs, buildings, & vents
WINTER MOW															
SHRUBS															
FERTILIZER										X					
PRUNE									X						Keep all shrubs pruned away from sidewalks, parking lot curbs, buildings, & vents
CULTIVATE															
TREES															
FERTILIZER															
PRUNE															Prune trees for proper growth structure. Remove suckers & maintain clearances of 5' min under trees, with 8' above sidewalks and 15' above curbs & parking lots
LEAF PICKUP														X	Especially during Fall
WEED CONTROL					X										Apply Pre-Emergent in shrub beds and bare areas 2X/Year in Spring & Fall.

*PLEASE NOTE: EACH TIME A SITE IS SERVICED, ALL LITTER/DEBRIS SHALL BE REMOVED. TREES RE-STAKED AS NEEDED. POT HOLES FILLED, AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS SHALL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND SCHEDULED FOR REPAIR. NO WATERING ON MONDAYS AND MAY NEED TO WATER ON AN ODD/EVEN SCHEDULE.



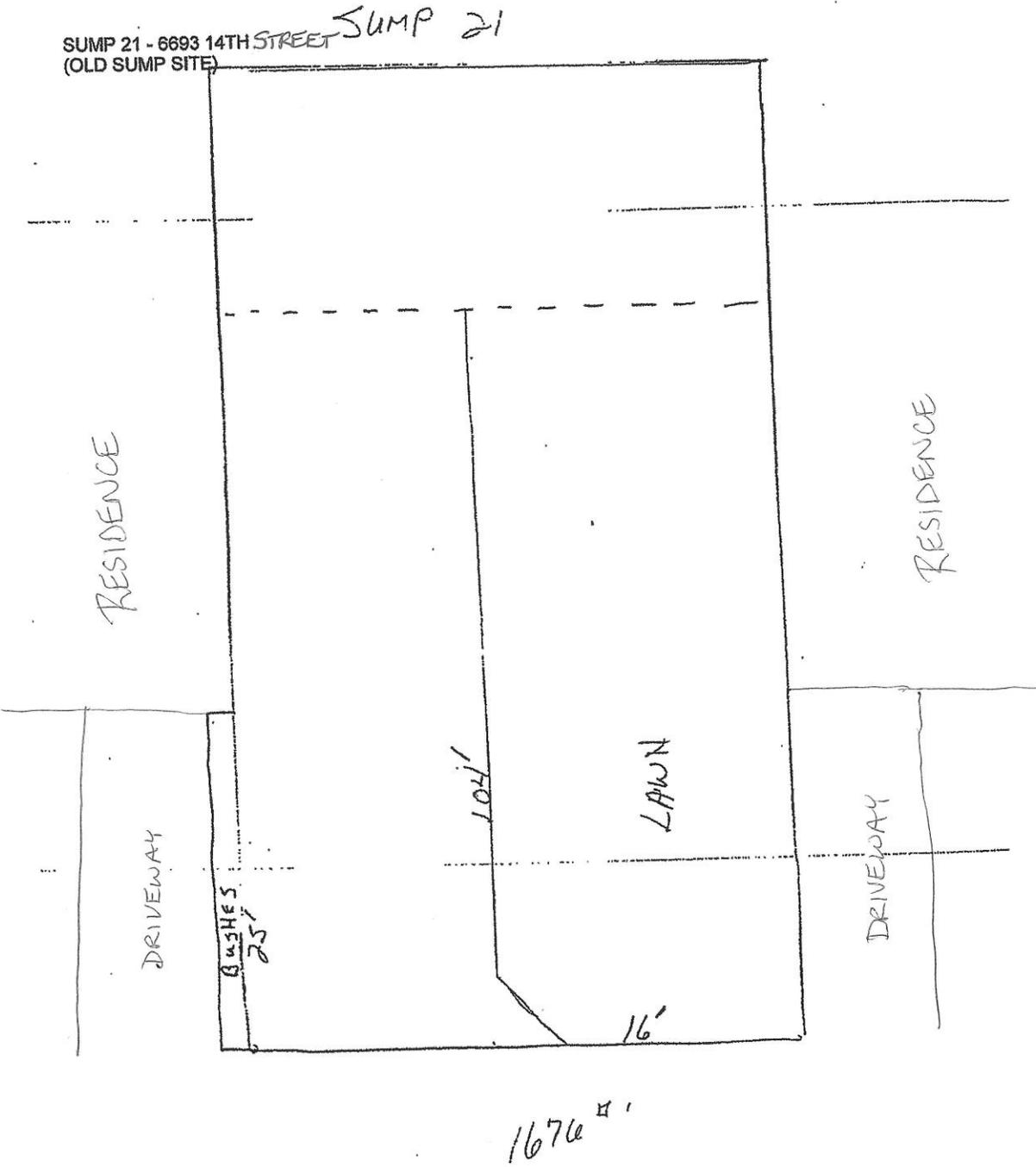
ATTACHMENT 1 TO EXHIBIT A
CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: Sump 19 AREA SIZE: 9,885 S.F. Lawn: 9,457 S.F.
 LOCATION: 4500 52nd Street ACRES: 0.23 Acres Shrubs/GC: 428 S.F.

SERVICES	Minimum Requirements												COMMENTS	
	1X DAY	2X WK	1X WK	2X MO	1X MO	4X YR	2X YR	1X YR	AS REQ'D					
SITE SERVICED*			X											Removal of any and all debris from site.
INSP. MEETING				X									X	
IRRIG. SYSTEM														Sprinkler damage shall be identified at time of mowing.
INSPECT/SERVICE			X										X	Damage caused by the Contractor shall be repaired/replaced at their expense.
SET ALL TIMERS						X							X	
LAWN														
MOW			X											Remove and Dispose of all Clippings Off-site. No heavy mowers on saturated turf.
FERTILIZER							X							
WEED CONTROL								X						Pre-Emergent to control broadleaf weeds and crabgrass in February and May
AERATING									X					At least once, in the Fall
RESEEDING													X	September 1st
CHEMICAL EDGE					X									All Concrete shall be mechanically edged
MECH EDGE			X											
GROUND COVER														
FERTILIZER											X			
PRUNE								X						Keep all gc pruned away from sidewalks, parking lot curbs, buildings, & vents
WINTER MOW													X	
SHRUBS														
FERTILIZER									X					
PRUNE								X						Keep all shrubs pruned away from sidewalks, parking lot curbs, buildings, & vents
CULTIVATE														
TREES														
FERTILIZER											X			Prune trees for proper growth structure. Remove suckers & maintain clearances
PRUNE											X			of 5' min under trees, with 8' above sidewalks and 15' above curbs & parking lots
LEAF PICKUP													X	Especially during Fall
WEED CONTROL					X									Apply Pre-Emergent in shrub beds and bare areas 2X/Year in Spring & Fall.

*PLEASE NOTE: EACH TIME A SITE IS SERVICED, ALL LITTER/DEBRIS SHALL BE REMOVED, TREES RE-STAKED AS NEEDED, POT HOLES FILLED, AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS SHALL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND SCHEDULED FOR REPAIR. NO WATERING ON MONDAYS AND MAY NEED TO WATER ON AN ODD/EVEN SCHEDULE.



ATTACHMENT 1 TO EXHIBIT A
CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE

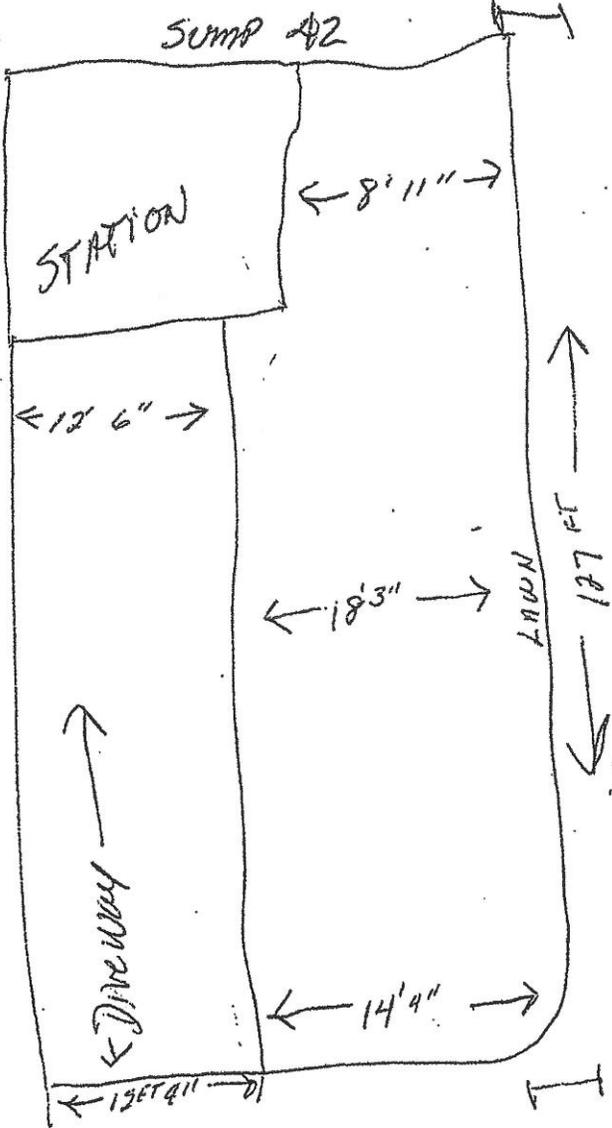
SITE NAME: Sump 21 AREA SIZE: 1,739 S.F. Lawn: 1,739 S.F.
 LOCATION: 6893 14th Street - Lot between houses ACRES: 0.04 Acres Comments: No Trees, Shrubs, or Groundcover

Minimum Requirements

SERVICES	Minimum Requirements												COMMENTS		
	1X DAY	2X WK	1X WK	2X MO	1X MO	4X YR	2X YR	1X YR	AS REQ'D	1X YR	2X YR	4X YR			
SITE SERVICED*			X												Removal of any and all debris from site.
INSP. MEETING					X										
IRRIG. SYSTEM															
INSPECT/SERVICE			X												Sprinkler damage shall be identified at time of mowing.
SET ALL TIMERS						X									Damage caused by the Contractor shall be repaired/replaced at their expense.
LAWN															
MOW			X												Remove and Dispose of all Clippings Off-site. No heavy mowers on saturated turf.
FERTILIZER								X							
WEED CONTROL								X							Pre-Emergent to control broadleaf weeds and crabgrass in February and May
AERATING									X						At least once, in the Fall
RESEEDING													X		If needed, September 1st
CHEMICAL EDGE					X										
MECH EDGE			X												All Concrete shall be mechanically edged
GROUND COVER															
FERTILIZER															
PRUNE															Keep all gc pruned away from sidewalks, parking lot curbs, buildings, & vents
WINTER MOW															
SHRUBS															
FERTILIZER															
PRUNE															Keep all shrubs pruned away from sidewalks, parking lot curbs, buildings, & vents
CULTIVATE															
TREES															
FERTILIZER															
PRUNE															Prune trees for proper growth structure. Remove suckers & maintain clearances of 5' min under trees, with 8' above sidewalks and 15' above curbs & parking lots
LEAF PICKUP			X												Especially during Fall
WEED CONTROL					X										Apply Pre-Emergent in shrub beds and bare areas 2X/Year in Spring & Fall.

*PLEASE NOTE: EACH TIME A SITE IS SERVICED, ALL LITTER/DEBRIS SHALL BE REMOVED. TREES RE-STAKED AS NEEDED. POT HOLES FILLED, AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS SHALL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND SCHEDULED FOR REPAIR. NO WATERING ON MONDAYS AND MAY NEED TO WATER ON AN ODD/EVEN SCHEDULE.

SUMP 42 - 1039 SEAMAS AVENUE



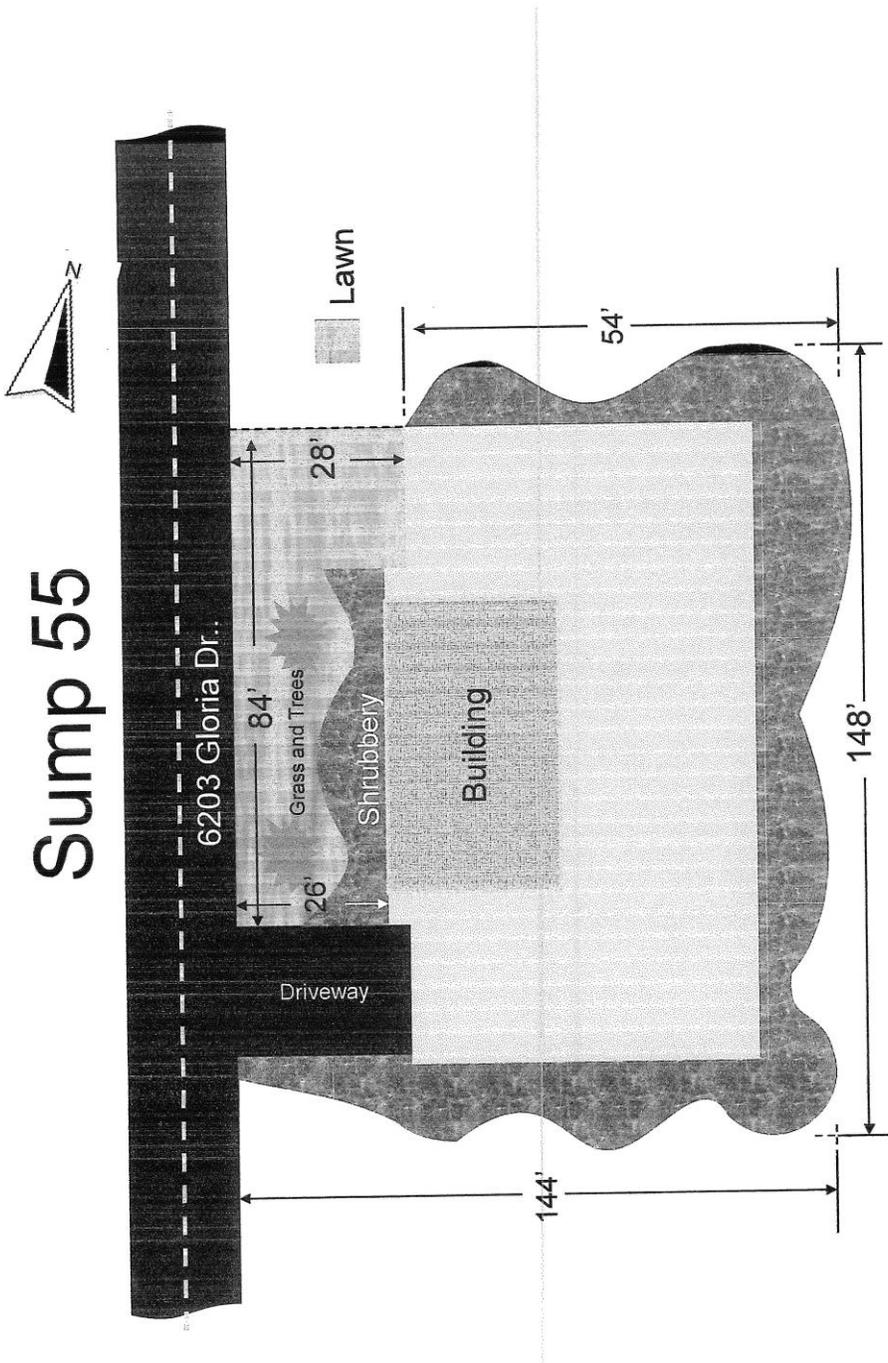
**ATTACHMENT 1 TO EXHIBIT A
CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION**

LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: Sump 42 AREA SIZE: Lawn S.F. 2,300 S.F.
 LOCATION: 1039 Seamas Avenue @ Corner of Riverside Blvd & CRES: Comments: No Trees, Shrubs, or Groundcover
 Minimum Requirements

SERVICES	1X DAY	2X WK	1X WK	2X MO	1X MO	4X YR	2X YR	1X YR	AS REQ'D	COMMENTS
SITE SERVICED*			X							Removal of any and all debris from site.
INSP. MEETING					X				X	
IRRIG. SYSTEM										Sprinkler damage shall be identified at time of mowing.
INSPECT/SERVICE			X						X	Damage caused by the Contractor shall be repaired/replaced at their expense.
SET ALL TIMERS						X			X	
LAWN										
MOW			X							Remove and Dispose of all Clippings Off-site. No heavy mowers on saturated turf.
FERTILIZER							X			
WEED CONTROL							X			Pre-Emergent to control broadleaf weeds and crabgrass in February and May
AERATING								X		At least once, in the Fall
RESEEDING									X	If needed, September 1st
CHEMICAL EDGE					X					
MECH EDGE			X							All Concrete shall be mechanically edged
GROUND COVER										
FERTILIZER										
PRUNE										Keep all gc pruned away from sidewalks, parking lot curbs, buildings, & vents
WINTER MOW										
SHRUBS										
FERTILIZER										
PRUNE										Keep all shrubs pruned away from sidewalks, parking lot curbs, buildings, & vents
CULTIVATE										
TREES										
FERTILIZER										Prune trees for proper growth structure: Remove suckers & maintain clearances
PRUNE										of 5' min under trees, with 8' above sidewalks and 15' above curbs & parking lots
LEAF PICKUP			X						X	Especially during Fall
WEED CONTROL					X				X	Apply Pre-Emergent in shrub beds and bare areas 2X/Year in Spring & Fall.

*PLEASE NOTE: EACH TIME A SITE IS SERVICED, ALL LITTER/DEBRIS SHALL BE REMOVED; TREES RE-STAKED AS NEEDED; POT HOLES FILLED; AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS SHALL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND SCHEDULED FOR REPAIR. NO WATERING ON MONDAYS AND MAY NEED TO WATER ON AN ODD/EVEN SCHEDULE.



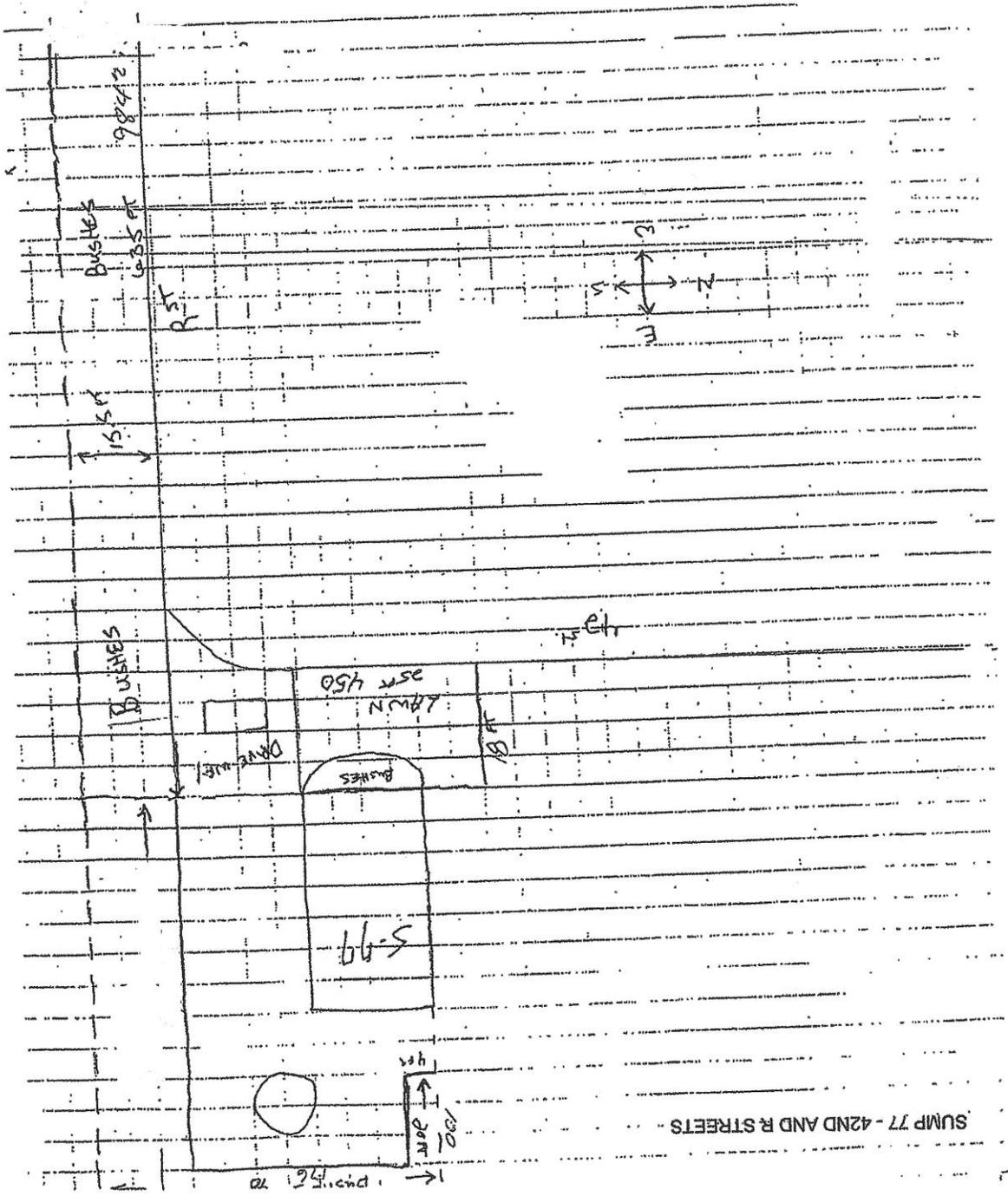
ATTACHMENT 1 TO EXHIBIT A
CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: Sump 55 AREA SIZE: 29,288 S.F. Lawn S.F.:
 LOCATION: 6203 Gloria Drive, Cross street is Fennwood Ct ACRES: 0.67 Acres Comments: Trees, Shrubs, and Groundcover
 Minimum Requirements

SERVICES	1X DAY	2X WK	1X WK	2X MO	1X MO	4X YR	2X YR	1X YR	AS REQ'D	COMMENTS
SITE SERVICED*			X							Removal of any and all debris from site.
INSP. MEETING					X				X	
IRRIG. SYSTEM										Sprinkler damage shall be identified at time of mowing.
INSPECT/SERVICE			X						X	Damage caused by the Contractor shall be repaired/replaced at their expense.
SET ALL TIMERS						X			X	
LAWN										
MOW			X							Remove and Dispose of all Clippings Off-site. No heavy mowers on saturated turf.
FERTILIZER							X			
WEED CONTROL							X			Pre-Emergent to control broadleaf weeds and crabgrass in February and May
AERATING								X		At least once, in the Fall
RESEEDING									X	September 1st
CHEMICAL EDGE					X					All Concrete shall be mechanically edged
MECH EDGE			X							
GROUND COVER										
FERTILIZER							X			
PRUNE						X			X	Keep all gc pruned away from sidewalks, parking lot curbs, buildings, & vents
WINTER MOW									X	
SHRUBS										
FERTILIZER							X			
PRUNE						X			X	Keep all shrubs pruned away from sidewalks, parking lot curbs, buildings, & vents
CULTIVATE									X	
TREES										
FERTILIZER										Prune trees for proper growth structure. Remove suckers & maintain clearances
PRUNE										of 5' min under trees, with 8' above sidewalks and 15' above curbs & parking lots
LEAF PICKUP			X						X	Especially during Fall
WEED CONTROL					X				X	Apply Pre-Emergent in shrub beds and bare areas 2X/Year in Spring & Fall.

*PLEASE NOTE: EACH TIME A SITE IS SERVICED, ALL LITTER/DEBRIS SHALL BE REMOVED, TREES RE-STAKED AS NEEDED, POT HOLES FILLED, AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS SHALL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND SCHEDULED FOR REPAIR. NO WATERING ON MONDAYS AND MAY NEED TO WATER ON AN ODD/EVEN SCHEDULE.



ATTACHMENT 1 TO EXHIBIT A
CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

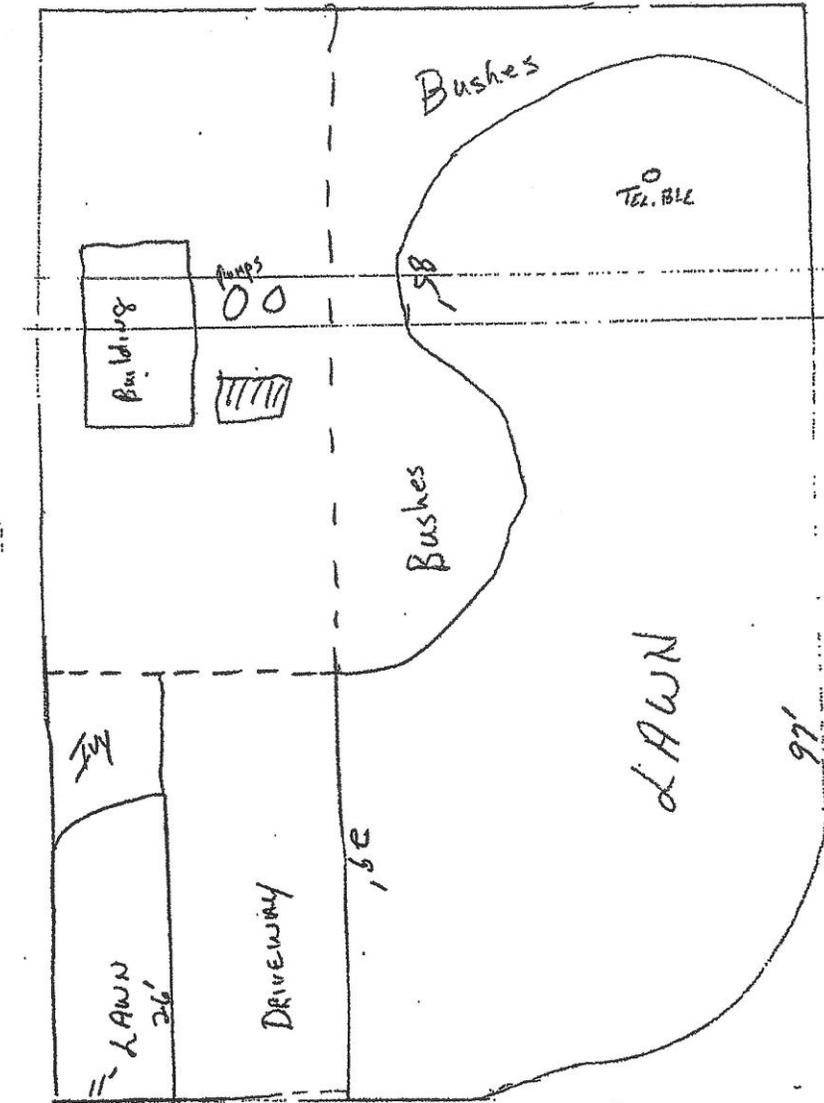
LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: Sump 77 AREA SIZE: 11,519 S.F. Lawn S.F.: 450 S.F.
 LOCATION: SE Corner of 42nd Street and R Street ACRES: 0.26 Acres Comments: Trees, Shrubs, and Groundcover

Minimum Requirements

SERVICES	1X DAY	2X WK	1X WK	2X MO	1X MO	4X YR	2X YR	1X YR	AS REQ'D	COMMENTS
SITE SERVICED*			X							Removal of any and all debris from site.
INSP. MEETING					X				X	
IRRIG. SYSTEM										Sprinkler damage shall be identified at time of mowing.
INSPECT/SERVICE			X						X	Damage caused by the Contractor shall be repaired/replaced at their expense.
SET ALL TIMERS						X			X	
LAWN										
MOW			X							Remove and Dispose of all Clippings Off-site. No heavy mowers on saturated turf.
FERTILIZER							X			
WEED CONTROL							X			Pre-Emergent to control broadleaf weeds and crabgrass in February and May
AERATING								X		At least once, in the Fall
RESEEDING									X	If needed, September 1st
CHEMICAL EDGE			X							All Concrete shall be mechanically edged
MECH EDGE			X							
GROUND COVER										
FERTILIZER							X			
PRUNE						X			X	Keep all gc pruned away from sidewalks, parking lot curbs, buildings, & vents
WINTER MOW									X	
SHRUBS										
FERTILIZER							X			
PRUNE						X			X	Keep all shrubs pruned away from sidewalks, parking lot curbs, buildings, & vents
CULTIVATE									X	
TREES										
FERTILIZER								X	X	Prune trees for proper growth structure: Remove suckers & maintain clearances
PRUNE								X	X	of 5' min under trees, with 8' above sidewalks and 15' above curbs & parking lots
LEAF PICKUP									X	Especially during Fall
WEED CONTROL					X				X	Apply Pre-Emergent in shrub beds and bare areas 2X/Year in Spring & Fall.

*PLEASE NOTE: EACH TIME A SITE IS SERVICED, ALL LITTER/DEBRIS SHALL BE REMOVED, TREES RE-STAKED AS NEEDED, POT HOLES FILLED, AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS SHALL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND SCHEDULED FOR REPAIR. NO WATERING ON MONDAYS AND MAY NEED TO WATER ON AN ODD/EVEN SCHEDULE.



SUMP 108 - 2075 63RD AVENUE

South
↓
Sump 108

ATTACHMENT 1 TO EXHIBIT A
CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

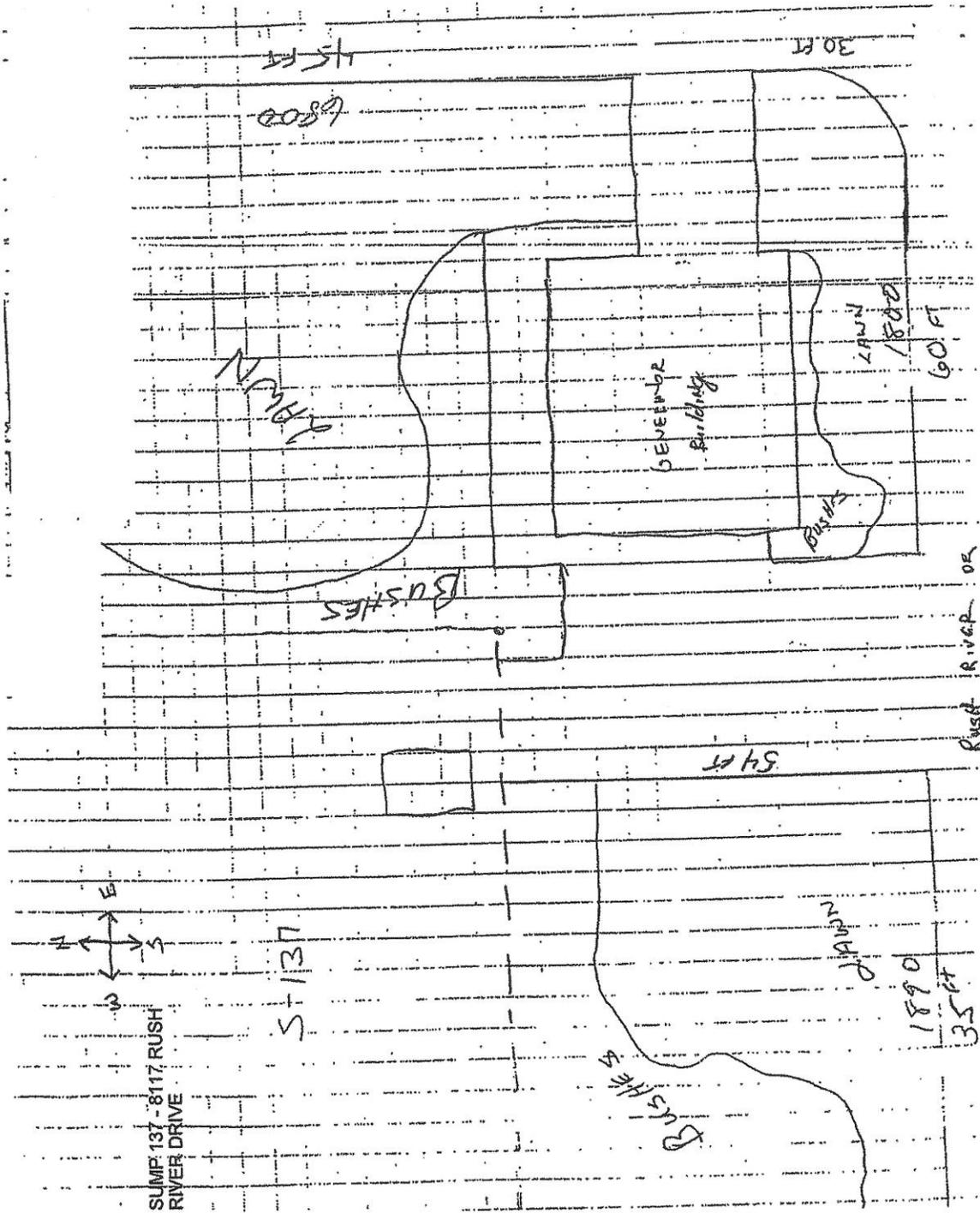
LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: Sump 108 AREA SIZE: 4,381 S.F. Shrubs/GC: _____
 LOCATION: 2075 63rd Avenue ACRES: 0.10 Acres Total Trees: _____

Minimum Requirements

SERVICES	Minimum Requirements												COMMENTS	
	1X DAY	2X WK	1X WK	2X MO	1X MO	4X YR	2X YR	1X YR	AS REQ'D					
SITE SERVICED*			X											Removal of any and all debris from site.
INSP. MEETING					X								X	
IRRI. SYSTEM														Sprinkler damage shall be identified at time of mowing.
INSPECT/SERVICE			X										X	Damage caused by the Contractor shall be repaired/replaced at their expense.
SET ALL TIMERS						X							X	
LAWN														
MOW			X											Remove and Dispose of all Clippings Off-site. No heavy mowers on saturated turf.
FERTILIZER								X						
WEED CONTROL								X						Pre-Emergent to control broadleaf weeds and crabgrass in February and May
AERATING									X					At least once, in the Fall
RESEEDING													X	If needed, September 1st
CHEMICAL EDGE					X									All Concrete shall be mechanically edged
MECH EDGE			X											
GROUND COVER														
FERTILIZER										X				
PRUNE											X			Keep all gc pruned away from sidewalks, parking lot curbs, buildings, & vents
WINTER MOW													X	
SHRUBS														
FERTILIZER										X				
PRUNE							X						X	Keep all shrubs pruned away from sidewalks, parking lot curbs, buildings, & vents
CULTIVATE													X	
TREES														
FERTILIZER													X	Prune trees for proper growth structure. Remove suckers & maintain clearances
PRUNE													X	of 5' min under trees, with 8' above sidewalks and 15' above curbs & parking lots
LEAF PICKUP													X	Especially during Fall
WEED CONTROL								X					X	Apply Pre-Emergent in shrub beds and bare areas 2X/year in Spring & Fall.

*PLEASE NOTE: EACH TIME A SITE IS SERVICED, ALL LITTER/DEBRIS SHALL BE REMOVED. TREES RE-STAKED AS NEEDED. POT HOLES FILLED, AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS SHALL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND SCHEDULED FOR REPAIR. NO WATERING ON MONDAYS AND MAY NEED TO WATER ON AN ODD/EVEN SCHEDULE.



ATTACHMENT 1 TO EXHIBIT A
CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

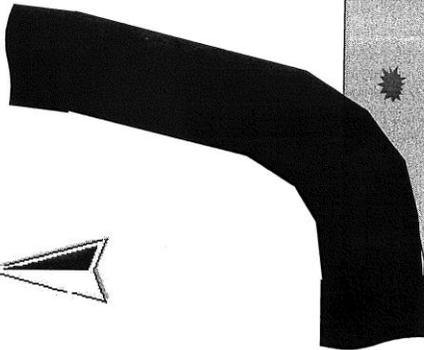
LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: Sump 137 AREA SIZE: 4,375 S.F. Shrubs/GC: Minimum Requirements
 LOCATION: 8117 Rush River Drive ACRES: 0.10 Acres Total Trees:

SERVICES	Minimum Requirements												COMMENTS	
	1X DAY	2X WK	1X WK	2X MO	1X MO	4X YR	2X YR	1X YR	AS REQ'D					
SITE SERVICED*			X											Removal of any and all debris from site.
INSP. MEETING					X								X	
IRRIG. SYSTEM														Sprinkler damage shall be identified at time of mowing.
INSPECT/SERVICE			X										X	Damage caused by the Contractor shall be repaired/replaced at their expense.
SET ALL TIMERS						X							X	
LAWN														
MOW			X											Remove and Dispose of all Clippings Off-site. No heavy mowers on saturated turf.
FERTILIZER							X							
WEED CONTROL							X							Pre-Emergent to control broadleaf weeds and crabgrass in February and May
AERATING								X						At least once, in the Fall
RESEEDING													X	If needed, September 1st
CHEMICAL EDGE			X											All Concrete shall be mechanically edged
MECH EDGE														
GROUND COVER														
FERTILIZER								X						
PRUNE						X							X	Keep all gc pruned away from sidewalks, parking lot curbs, buildings, & vents
WINTER MOW													X	
SHRUBS														
FERTILIZER								X						
PRUNE						X							X	Keep all shrubs pruned away from sidewalks, parking lot curbs, buildings, & vents
CULTIVATE													X	
TREES														
FERTILIZER													X	Prune trees for proper growth structure. Remove suckers & maintain clearances
PRUNE													X	of 5' min under trees, with 8' above sidewalks and 15' above curbs & parking lots
LEAF PICKUP													X	Especially during Fall
WEED CONTROL								X					X	Apply Pre-Emergent in shrub beds and bare areas 2X Year in Spring & Fall.

*PLEASE NOTE: EACH TIME A SITE IS SERVICED, ALL LITTER/DEBRIS SHALL BE REMOVED, TREES RE-STAKED AS NEEDED, POT HOLES FILLED, AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS SHALL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND SCHEDULED FOR REPAIR. NO WATERING ON MONDAYS AND MAY NEED TO WATER ON AN ODD/EVEN SCHEDULE.

7767 El Rito Way



ATTACHMENT 1 TO EXHIBIT A
CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

LANDSCAPE MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: El Rito Way Property
 LOCATION: 7767 El Rito Way

AREA SIZE: 2,160 S.F.
 ACRES: 0.05 Acres

Shrub/GC: No Groundcover
 Comments: No Lawn

Minimum Requirements

SERVICES	1X		2X		4X		1X		AS		COMMENTS
	DAY	WK	MO	MO	YR	YR	YR	YR	REQ'D		
SITE SERVICED*		X									Removal of any and all debris from site.
INSP. MEETING			X						X		
IRRIG. SYSTEM											
INSPECT/SERVICE		X							X		Sprinkler damage shall be identified at time of mowing.
SET ALL TIMERS					X				X		Damage caused by the Contractor shall be repaired/replaced at their expense.
LAWN											
MOW											Remove and Dispose of all Clippings Off-site. No heavy mowers on saturated turf.
FERTILIZER											
WEED CONTROL											Pre-Emergent to control broadleaf weeds and crabgrass in February and May
AERATING											At least once, in the Fall
RESEEDING											September 1st
CHEMICAL EDGE											All Concrete shall be mechanically edged
MECH EDGE											
GROUND COVER											
FERTILIZER											
PRUNE											Keep all gc pruned away from sidewalks, parking lot curbs, buildings, & vents
WINTER MOW											
SHRUBS											
FERTILIZER								X			
PRUNE					X				X		Keep all shrubs pruned away from sidewalks, parking lot curbs, buildings, & vents
CULTIVATE									X		
TREES											
FERTILIZER											Prune trees for proper growth structure. Remove suckers & maintain clearances
PRUNE											of 5' min under trees, with 8' above sidewalks and 15' above curbs & parking lots
LEAF PICKUP		X							X		Especially during Fall
WEED CONTROL							X		X		Apply Pre-Emergent in shrub beds and bare areas 2X/Year in Spring & Fall.

*PLEASE NOTE: EACH TIME A SITE IS SERVICED, ALL LITTER/DEBRIS SHALL BE REMOVED, TREES RE-STAKED AS NEEDED, POT HOLES FILLED, AND PEST/WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS SHALL BE CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED AND SCHEDULED FOR REPAIR. NO WATERING ON MONDAYS AND MAY NEED TO WATER ON AN ODD/EVEN SCHEDULE.

ATTACHMENT 1 TO EXHIBIT B

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

PRICING SCHEDULE - Service Area #1 - North Facilities

LANDSCAPE MAINTENANCE SERVICES FOR AREA(S):

Please Note: If a bid item contains neither the Monthly Bid nor the Yearly Bid for the item, it will be deemed incomplete and the bid will be disregarded.

AREA	ITEM	MONTHLY BID	YEARLY BID
1	Capitol Gateway Reservoir - 2 Terracina Dr.		
2	El Centro Reservoir - El Centro Rd. north of Hawkview Ln.		
3	Elkhorn Reservoir - SE Corner of Natomas Blvd. & Elkhorn Blvd.		
4	Robla Reservoir - 4401 Rio Linda Blvd.		
5	San Juan Reservoir - NE Corner of San Juan Rd. & Witter Rd.		
6	Sump 11 - Natomas Blvd. south of North Park Dr.		
7	Sump 12 - SW Corner of Natomas Blvd. & Elkhorn Blvd.		
8	Sump 60 - NW Side of the Curve at 7th St. and D St.		
9	Well 109 - 96 Stanford Ave.		
10	Well 110 - 396 Southgate Rd.		

TOTALS		
---------------	--	--

Company Name: _____

Representative (Print Name): _____ Title: _____

Representative Signature: _____ Date: _____

ATTACHMENT 2 TO EXHIBIT B

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

PRICING SCHEDULE - Service Area #2 - South Facilities

LANDSCAPE MAINTENANCE SERVICES FOR AREA(S):

Please Note: If a bid item contains neither the Monthly Bid nor the Yearly Bid for the item, it will be deemed incomplete and the bid will be disregarded.

AREA	ITEM	MONTHLY BID	YEARLY BID
1	City College Reservoir - 3581 23rd St.		
2	Med Center Reservoir - 45th St. & V St.		
3	Pioneer Reservoir - 2100 Front St. behind CA Auto Museum		
4	Sump 1 & 1 A - Front St. & U St. on east side of Front St.		
5	Sump 2 - 3530 Riverside Blvd. between 10th & 11th Ave.		
6	Sump 8 - 5975 64th St.		
7	Sump 19 - 4500 52nd St.		
8	Sump 21 - 6693 14th Ave.		
9	Sump 42 - 1029 Seamas Ave.		
10	Sump 55 - 6203 Gloria Dr.		
11	Sump 77 - 42nd St. & R Street		
12	Sump 108 - 2075 63rd Ave.		
13	Sump 137 - 8117 Rush River Dr.		
14	El Rito Way Property - 7767 El Rito Way		

TOTALS		
---------------	--	--

Company Name: _____

Representative (Print Name): _____ Title: _____

Representative Signature: _____ Date: _____

FOR THIS QUOTE, THIS PAGE REPLACES PAGE 33 IN THE LS10-1 SPECIFICATIONS

Unscheduled / Extra Work Rates

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

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

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

80 hours x General Gardening Crew rate (Item #1) = \$ _____
**50 hours x Specialty Irrigation Crew rate (Item #2) = \$ _____
\$7,000 x Percentage Markup (Item #4) = \$ _____ (Amount of Markup Only)
TOTAL \$ _____

TOTAL WILL BE ADDED TO THE YEARLY CONTRACT FEE FOR ASSESSING LOW BID ONLY

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

ITEM #1 - GENERAL GARDENING CREW RATE (Service based on a crew of 2, Lead Person & Helper)

Provide general gardening services, as required, i.e. special cleanups, plant replacement, tree removal under 10" trunk diameter breast height (dhh) Crew \$ _____ per hour

ITEM #2 - SPECIALTY IRRIGATION CREW RATE (Service based on a crew of 2, Irrigation Technician & Helper)

Provide irrigation repair for valves, solenoids, controllers, lateral and main line breaks, and sprinkler replacement. Technician Rate \$ _____ per hour
Technician w/ Helper Rate \$ _____ per hour

ITEM #3 - PORTAL TO PORTAL CALLS: Emergency service calls during regular operating hours, Mon. - Fri. from 7 a.m. to 4 p.m., other than same day Contractor is regularly scheduled to be on the job site. **Rate is not to exceed 1 and 1/2 times Technician Rate**
\$ _____ per call

ITEM #4 - PERCENT OF MARKUP ON MATERIALS

Percentage increase over the best / lowest cost, including Contractor discounts, paid by the 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. _____ %

AFTER HOURS - ON CALL SERVICES: As described in the above Items #1 and #2, shall be the overtime rate and shall be computed at 1 and 1/2 times the hourly rate listed above.

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

**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:

<u>LICENSES/CERTIFICATES/REGISTRATION</u>	<u>DOCUMENT #</u>	<u>EXPIRATION DATE</u>
◆ FEDERAL ID #	_____	_____
◆ STATE OF CALIFORNIA C27 LICENSE	_____	_____
◆ CITY OF SACRAMENTO BUSINESS OPERATIONS TAX CERTIFICATE	_____	_____
◆ STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS LICENSE	_____	_____
◆ STATE OF CALIFORNIA APPLICATOR		
› LICENSE		
OR		
› CERTIFICATE	_____	_____
◆ STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS COUNTY REGISTRATION	_____	_____

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

Company Name: _____

Company Address: _____

Representative (Print Name): _____ Title: _____

Representative Signature: _____ Date: _____

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

CONTRACTOR'S REFERENCE LIST

Contractor shall provide at least five commercial contract references, either currently in process or maintained over the past two (2) years. Please include amount of square feet maintained for each contract. A minimum of two commercial references shall be for properties where a minimum of 200,000 square feet of landscape was maintained.

CONTRACT NAME/ADDRESS

CONTACT PERSON AND PHONE NUMBER

1	_____	_____
	_____	_____
	_____	_____
2	_____	_____
	_____	_____
	_____	_____
3	_____	_____
	_____	_____
	_____	_____
4	_____	_____
	_____	_____
	_____	_____
5	_____	_____
	_____	_____
	_____	_____
6	_____	_____
	_____	_____
	_____	_____
7	_____	_____
	_____	_____
	_____	_____
8	_____	_____
	_____	_____
	_____	_____

Requisition Information		Vendor #1	Vendor #2	Vendor #3	Vendor #4	Vendor #5
Date:	2/12/2014	Company Name & Address	Company Name & Address			
Org. Name:	DOU O&M	JFD Enterprises	Aspen Landscape	Azevedo's Landscape	New Image Landscape	Valley Landscapes
Req. No.:		P.O. Box 1694	2575 Volley Road	6945 Luther Drive	7551 14th Avenue, Suite C	4325 B Orange Avenue
Org. No.:	14001111	Davis, CA 95617	Meadow Vista, CA 95722	Sacramento, CA 95823	Sacramento, CA 95820	Sacramento, CA 95841
Contact:	Dave Phillips	Contact Person	Contact Person	Contact Person	Contact Person	Contact Person
Phone:	916-808-5652	Jules Damey	Dawn Patterson	John Azevedo	Guillermo Ruvalcaba	Jason Tabor
		Phone No: (530) 795-0236	Phone No: (530) 830-2776	Phone No: (916) 427-5501	Phone No: (510) 226-9191	Phone No: (916) 487-1166
LANDSCAPE - ALL AREAS		Quote No:	Quote No:	Quote No:	Quote No:	Quote No:

PRICING SECTION

QTY	Item Description	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Monthly Landscape for North Area	14,016.00	14,016.00	\$ 30,732.00	30,732.00	\$ 27,600.00	27,600.00	\$ 30,420.00	30,420.00	\$ 20,400.00	20,400.00	\$ 57,996.00	57,996.00
1	Monthly Landscape for South Area	19,020.00	19,020.00	35,172.00	35,172.00	42,120.00	42,120.00	43,956.00	43,956.00	59,400.00	59,400.00	91,008.00	91,008.00
1	Unscheduled Work Rates	6,400.00	6,400.00	7,850.00	7,850.00	6,800.00	6,800.00	7,350.00	7,350.00	7,350.00	7,350.00	10,050.00	10,050.00
			-		-		-		-		-		-
			-		-		-		-		-		-
			-		-		-		-		-		-
			-		-		-		-		-		-

BID EVALUATION SECTION

Line 1	Materials Sub-total	\$	39,436.00	\$	73,754.00	\$	76,520.00	\$	81,726.00	\$	87,150.00	\$	159,054.00
Line 2	Non-taxable amount: Frt, Labor, Warranty costs	NA		NA	-	NA	-	NA	-	NA	-	NA	-
Line 3	* Enter Prompt-Pay Disc% (Lines 1 + 2 x Disc%)		-		-		-		-		-		-
Line 4	** LBE Preference Deduct (Lines 1 + 2 x 5%)	NO	0	NO	0	YES	3,826.00	YES	4,086.30	YES	4,357.50	NO	0
Line 5	*** City Sales Tax Deduction (Line 1 x 1%)		0		0		0		0	YES	871.50		0
Line 6	Sales Tax (Line 1 x 8.5%)												
Line 7	BID EVALUATION TOTAL (Total Lines 1 thru 6)	\$	39,436.00	\$	73,754.00	\$	72,694.00	\$	77,639.70	\$	81,921.00	\$	159,054.00
Line 8	ACTUAL BID TOTAL (Add lines 1, 2, 6)	\$	39,436.00	\$	73,754.00	\$	76,520.00	\$	81,726.00	\$	87,150.00	\$	159,054.00

BIDDER INFORMATION SECTION

Notes/Comments	Payment Terms *:	Payment Terms *:	Payment Terms *:	Payment Terms *:	Payment Terms *:	Payment Terms *:
	Net 30	Net 30	Net 30	Net 30	Net 30	Net 30
	F.O.B. Point:	F.O.B. Point:	F.O.B. Point:	F.O.B. Point:	F.O.B. Point:	F.O.B. Point:
	Shipping Point					
	Delivery Date:	Delivery Date:	Delivery Date:	Delivery Date:	Delivery Date:	Delivery Date:
	9-12 Weeks from Drawing					

* Include prompt-payment discount (on Line 3) ONLY IF PAYMENT TERMS ARE TWENTY (20) DAYS OR MORE (e.g., 2% - 20 days).

(Rev. 03/05/12)

** Include a 5% preference (on Line 4) ONLY IF BUSINESS MEETS THE LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE STANDARD.

*** Include the one-percent (1%) City Sales Tax Preference (on Line 5) ONLY IF THE BUSINESS IS LOCATED WITHIN SACRAMENTO CITY LIMITS.



OPERATIONS &
MAINTENANCE
1391 35TH AVENUE
SACRAMENTO, CA
95822-2911

February 25, 2014

PH 916-808-3536
FAX 916-808-7955

Jules Damey
JFD Enterprises
P.O. Box 1694
Davis, CA 95617

RE: Notice of Department Recommendation
Invitation for Bid # B15141111003
Landscape Services for Various O&M Facilities, Service Areas #1 and #2

Dear Mr. Damey:

Your firm submitted the lowest bid in response to the above Invitation for Bid for landscape maintenance services for the City of Sacramento Department of Utilities. Under Section 3.56.160 of the Sacramento City Code, the Sacramento City Council awards contracts for landscape maintenance services to the lowest responsible bidder.

This is to notify you that the Department of Utilities will recommend rejection of your bid based on our determination that your firm is not a responsible bidder. This determination is based on City Code Section 3.56.020, which states, in part, that in determining whether a bidder is responsible, consideration shall be given to:

- *** (2) the ability, capacity and skill of the bidder to perform the contract . . . ; (3) the ability of the bidder to perform the contract . . . within the time specified, without delay; . . . (5) the quality of the bidder's performance on previous . . . contracts with . . . the city;
- ***

Your firm previously contracted with the Department of Utilities for landscape maintenance services similar to the services requested by the current Invitation for Bid, under Bid No. B121111016, City Contract No. 2012-0575, dated July 16, 2012 (the "Prior Contract"). Throughout the term of the Prior Contract, your firm did not provide adequate staffing to perform the contract, and regularly failed to complete all of the required landscape services on a consistent basis, due to inadequate staffing. In addition, for a period of approximately two months during the term of the Contract, no landscaping services were received because your firm was required to suspend services due to a failure to provide contractually-required insurance documentation. The Prior Contract had an initial term of one year, with options to extend for up to two additional years. Due to these performance issues, the Department elected not to extend the Prior Contract when the initial one-year term expired.

Pursuant to City Code Section 3.56.020, the Department of Utilities has determined that your firm is not a responsible bidder. This determination is based on: (1) the significant performance issues experienced on the Prior Contract, which bear directly on your firm's ability and capacity to perform the landscape maintenance services requested by the current Invitation for Bid in a timely and satisfactory manner; and (2) the fact that your bid amount is dramatically lower than the other 5 bids received by the City - in light of your firm's previous performance issues, this indicates to the Department that your bid does not account for the minimum staffing needed to properly perform the landscape maintenance services requested by the current Invitation for Bid. Based on this determination of non-responsibility, the Department will recommend rejection of your bid, and award of the contract to the next lowest bidder, Azevedo's Landscape.

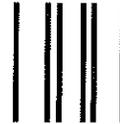
As indicated in the Special Provisions of the current Invitation to Bid (see page 26 of 83 pages), you may protest this determination by filing a bid protest, in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. This written notice of City staff's recommendation for award of the contract is being provided pursuant to City Code Section 3.60.500.

If you have any questions, please contact me at (916) 808-3536.

Sincerely,

Deanne Neighbours
Administrative Technician

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Deanne Neighbours
City of Sacramento, Dept. of Utilities
1341 35th Avenue
Sacramento, CA 95822

PROJECT #: 6005-14001111-442011

PROJECT NAME: Landscape Maintenance Services for various DOU facilities (sumps, reservoirs, and wells)

DEPARTMENT: Utilities

DIVISION: Operations & Maintenance

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

*Azevedo's Landscape & Maintenance, Inc.
P.O. Box 1240, Elk Grove, CA 95759
Phone (916) 427-5501 Fax (916) 683-7060*

("CONTRACTOR"), who agree as follows:

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

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

ATTEST:

By: _____

City Clerk

Print name: Dave Brent

APPROVED TO AS FORM:

Title: Department of Utilities Director

For: John F. Shirey, City Manager

City Attorney

CONTRACTOR:

Azevedo's Landscape & Maintenance, Inc.
NAME OF FIRM

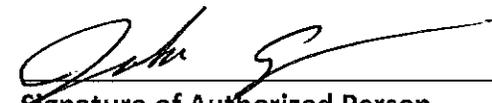
27 - 2280268
Federal I.D. No

35931948
State I.D. No.

52758
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation (*may require 2 signatures*)
- Limited Liability Company
- Other (*please specify:* _____)


Signature of Authorized Person

John Azevedo
Print Name and Title

Additional Signature (*if required*)

Print Name and Title

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

**DECLARATION OF COMPLIANCE
Living Wage Ordinance**

Name of Contractor: Azevedo's Landscape & Maintenance, Inc.

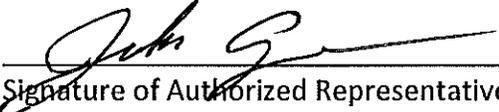
Address: P.O. Box 1240, Elk Grove, CA 95759

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

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

Contractor or by any subcontractor retained to perform work or provide services under this Contract.

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


Signature of Authorized Representative

Date: 3-5-14

Print name: John Azevedo

Title: Owner

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: Azevedo's Landscape & Maintenance, Inc.

Address: P.O. Box 1240, Elk Grove, CA 95759

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

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

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

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

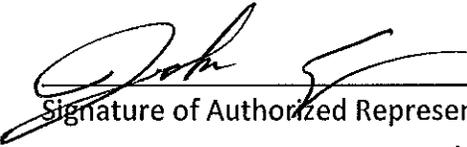
- b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither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

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

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

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

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



Signature of Authorized Representative

Date: 3-5-14

Print name: John Azeredo

Title: Owner

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Dave Phillips, O & M Superintendent
301 Water Street, Sacramento, CA 95811
Phone (916) 808-5652 Fax (916) 808-4969 E-mail: dphillips@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:

*John Azevedo, Officer
Azevedo's Landscape & Maintenance, Inc.
P.O. Box 1240, Elk Grove, CA 95759
Phone (916) 427-5501 E-mail: azevedoslandscape@citlink.net*

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

2. Scope of Services.

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

3. Time of Performance. The services described herein shall be provided during a one year period beginning at date of award, with the option to extend for up to four additional one-year terms, for a maximum five year term.

ATTACHMENT 1 TO EXHIBIT A

**CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION**

SCOPE OF WORK

LANDSCAPE MAINTENANCE SERVICES FOR AREA(S):

AREA & LOCATION
Service Area #1 - North Facilities
Reservoirs - Capitol Gateway, El Centro, Elkhorn, Robla & San Juan
Sumps - 11, 12, & 60
Wells - 109 & 110
Service Area #2 - South Facilities
Reservoirs - City College, Med Center, & Pioneer
Sumps - 1, 1A, 2, 8, 19, 21, 42, 55, 77, 108, 137
El Rito Way Property

Contractor shall provide services as described in the Maintenance Performance Schedule(s) contained herein in accordance with the City Landscape Maintenance Services General Specifications and Provisions LS10-1.

Scope of Work includes, but is not limited to:

- Mowing & Edging
- Irrigation Systems Maintenance & Approved Water Techniques for Landscape Plants
- Fertilizer Application, Pruning, & Tree Staking
- Trash & Debris Control
- Maintenance of All Plant Material in Good Condition with Horticulturally Acceptable Growth and Color
- Maintenance Required to keep Designated Areas in a Safe, Attractive, and Useable Condition
- Immediate Reporting of Vandalism and/or Safety Hazards to Inspector

In Addition to the Specifications and Requirements Provided in the Scope of Work and Exhibits, the Following Requirements and Prohibitions Apply:

1. All vehicles and equipment entering City facilities must have the company name or logo conspicuously displayed.
2. The names of all employees who will be entering City facilities must be on file with the City.
3. All employees who will be entering City facilities must wear a shirt or hat identifying them as a company employee.
4. The use of any chemicals or fertilizers must first be approved by the City Inspector before each application. Selected Contractor will provide a list of chemicals that will be used and corresponding MSDS Sheets before use.
5. All sprinkler heads, including pop-ups, must be maintained.
6. No repairs, except those that are needed due to damage caused by the Contractor during the scope of work, may be initiated without the notification and approval of the City inspector and all invoices must CLEARLY describe parts involved, precise location of work, and breakdown of labor.

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 \$382,600.
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 and 2 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*Department of Utilities
1391 35th Avenue, Sacramento, CA 95822
Phone (916) 808-1464 Fax (916) 808-7955
Attn: Alaina Jordan*

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.

B1514111003

ATTACHMENT 1 TO EXHIBIT B

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

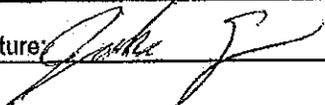
PRICING SCHEDULE - Service Area #1 - North Facilities

LANDSCAPE MAINTENANCE SERVICES FOR AREA(S):

Please Note: If a bid item contains neither the Monthly Bid nor the Yearly Bid for the item, it will be deemed incomplete and the bid will be disregarded.

AREA	ITEM	MONTHLY BID	YEARLY BID
1	Capitol Gateway Reservoir - 2 Terracina Dr.	200.00	2,400.00
2	El Centro Reservoir - El Centro Rd. north of Hawkview Ln.	200.00	2,400.00
3	Elkhorn Reservoir - SE Corner of Natomas Blvd. & Elkhorn Blvd.	200.00	2,400.00
4	Robla Reservoir - 4401 Rio Linda Blvd.	600.00	7,200.00
5	San Juan Reservoir - NE Corner of San Juan Rd. & Witter Rd.	200.00	2,400.00
6	Sump 11 - Natomas Blvd. south of North Park Dr.	200.00	2,400.00
7	Sump 12 - SW Corner of Natomas Blvd. & Elkhorn Blvd.	400.00	4,800.00
8	Sump 60 - NW Side of the Curve at 7th St. and D St.	100.00	1,200.00
9	Well 109 - 98 Stanford Ave.	100.00	1,200.00
10	Well 110 - 396 Southgate Rd.	100.00	1,200.00

TOTALS	2300.00	27,600.00
---------------	---------	-----------

Company Name: Azevedo's Landscaping & Maintenance, Inc.
 Representative (Print Name): JOHN M AZEVEDO Title: Officer
 Representative Signature:  Date: 2-7-14

B15141111003

ATTACHMENT 2 TO EXHIBIT B

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES, OPERATIONS & MAINTENANCE DIVISION

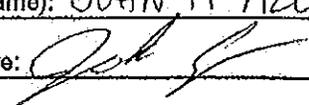
PRICING SCHEDULE - Service Area #2 - South Facilities

LANDSCAPE MAINTENANCE SERVICES FOR AREA(S):

Please Note: If a bid item contains neither the Monthly Bid nor the Yearly Bid for the item, it will be deemed incomplete and the bid will be disregarded.

AREA	ITEM	MONTHLY BID	YEARLY BID
1	City College Reservoir - 3581 23rd St.	360.00	4320.00
2	Med Center Reservoir - 45th St. & V St.	360.00	4320.00
3	Pioneer Reservoir - 2100 Front St. behind CA Auto Museum	720.00	8640.00
4	Sump 1 & 1 A - Front St. & U St. on east side of Front St.	270.00	3240.00
5	Sump 2 - 3530 Riverside Blvd. between 10th & 11th Ave.	540.00	6480.00
6	Sump 8 - 5975 64th St.	100.00	1200.00
7	Sump 19 - 4500 52nd St.	100.00	1200.00
8	Sump 21 - 6693 14th Ave.	100.00	1200.00
9	Sump 42 - 1029 Seamas Ave.	100.00	1200.00
10	Sump 55 - 6203 Gloria Dr.	200.00	2400.00
11	Sump 77 - 42nd St. & R Street	360.00	4320.00
12	Sump 108 - 2075 63rd Ave.	100.00	1200.00
13	Sump 137 - 8117 Rush River Dr.	100.00	1200.00
14	El Rito Way Property - 7767 El Rito Way	100.00	1200.00

TOTALS	3510.00	42,120.00
---------------	---------	-----------

Company Name: Azevedos Landscape & Maintenance Inc.
 Representative (Print Name): JOHN M AZEVEDO Title: Officer
 Representative Signature:  Date: 2-7-14

B1514111003

FOR THIS QUOTE, THIS PAGE REPLACES PAGE 33 IN THE LS10-1 SPECIFICATIONS

Unscheduled / Extra Work Rates

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

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

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

80 hours x General Gardening Crew rate (Item #1) = \$ 3600.00
 **50 hours x Specialty Irrigation Crew rate (Item #2) = \$ 2500.00
 \$7,000 x Percentage Markup (Item #4) = \$ 700 (Amount of Markup Only)
TOTAL \$ 6,800.00

TOTAL WILL BE ADDED TO THE YEARLY CONTRACT FEE FOR ASSESSING LOW BID ONLY

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

ITEM #1 - GENERAL GARDENING CREW RATE (Service based on a crew of 2, Lead Person & Helper)

Provide general gardening services, as required, i.e. special cleanups, plant replacement, tree removal under 10" trunk diameter breast height (trhh)

Crew \$ 45 per hour

ITEM #2 - SPECIALTY IRRIGATION CREW RATE (Service based on a crew of 2, Irrigation Technician & Helper)

Provide irrigation repair for valves, solenoids, controllers, lateral and main line breaks, and sprinkler replacement.

Technician Rate \$ 35 per hour
 Technician w/ Helper Rate \$ 50 per hour

ITEM #3 - PORTAL TO PORTAL CALLS: Emergency service calls during regular operating hours, Mon. - Fri. from 7 a.m. to 4 p.m., other than same day Contractor is regularly scheduled to be on the job site.

Rate is not to exceed 1 and 1/2 times Technician Rate
 \$ 60 per call

ITEM #4 - PERCENT OF MARKUP ON MATERIALS

Percentage increase over the best / lowest cost, including Contractor discounts, paid by the 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.

10 %

AFTER HOURS - ON CALL SERVICES: As described in the above Items #1 and #2, shall be the overtime rate and shall be computed at 1 and 1/2 times the hourly rate listed above.

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

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

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

DOU Facilities to be maintained and Contacts for each Location:

COMBINED SYSTEM

Primary Contacts:

Locations: **Pioneer Reservoir, Sump 1/1A**
 Steve Kruenegel, Sr. Plant Operator
 Office: (916) 808-5822
 Email: skruenegel@cityofsacramento.org

Location: **Sump 2**
 Grant Moore, Sr. Plant Operator
 Office: (916) 447-8673
 Email: gmoore@cityofsacramento.org

Secondary Contact:

Locations: **Pioneer Reservoir, Sump 1/1A, Sump 2**
 Mike Ragan, Supervising Plant Operator
 Office (916) 808-5822 Cell (916) 952-8803

Email: mragan@cityofsacramento.org

SUMPS

Locations: **Sump 8, Sump 11, Sump 12, Sump 19, Sump 21, Sump 42, Sump 55, Sump 60, Sump 77, Sump 108, Sump 137, and El Rito Way Property**

Primary Contact:

Molly Clark, Sr. Plant Operator
 Office (916) 808-5360 Cell (916) 837-6248

Email: mclark@cityofsacramento.org

Secondary Contact:

Kim Capaul, Supervising Plant Operator
 Office (916) 808-5229 Cell (916) 952-8802

Email: kcapaul@cityofsacramento.org

RESERVOIRS & WELLS

Locations: **Capitol Gateway Reservoir, City College Reservoir, El Centro Reservoir, Elkhorn Reservoir, Med Center Reservoir, Robla Reservoir, San Juan Reservoir, Well 109, Well 110**

Larry Valim, Sr. Plant Operator
 Office (916) 808-5360 Cell (916) 837-6248

Email: lvalim@cityofsacramento.org

Secondary Contact:

Amy Kral, Supervising Plant Operator
 Office (916) 808-5651 Cell (916) 715-1675

Email: akral@cityofsacramento.org

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this

Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

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

are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

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

designation of such information.

- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

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

9. Term; Suspension; Termination.

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

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

10. Indemnity.

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

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

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

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services

provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-

insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

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

F. Subcontractors

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

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

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital

status, physical handicap or sexual orientation.

- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
 - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

- 13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

- 14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

- 15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities 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
5730 24th Street, Bldg. 1
Sacramento, CA 95822

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

- Reinstatement, injunctive relief, compensatory damages and punitive damages
- Reasonable attorney's fees and costs

Attachment B



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

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

The included employee benefits are:

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

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

You May . . .

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

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

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/04/2014

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 Wraith, Scarlett & Randolph Ins. Serv., Inc 0B48084 622 Main Street Woodland, CA 95695 Craig Huff		CONTACT NAME: Craig Huff PHONE (A/C, No, Ext): 530-662-9181 FAX (A/C, No): 530-662-6452 E-MAIL ADDRESS: craigh@wsrins.com PRODUCER CUSTOMER ID #: AZEVE-3	
INSURED Azevedos Landscape and Maintenance, Inc. P.O. Box 1240 Eik Grove, CA 95759		INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Co of the West NAIC # 27847 INSURER B: Liberty Mutual Commercial NAIC # 10836 INSURER C: INSURER D: INSURER E: INSURER F:	

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			CBP8777975	06/23/2013	06/23/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	UMBRELLA LIAB		OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WSA502547200	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
 Certificate Holder is named as Additional Insured per form GECG602 01/11 but only insofar as the operations under the written contract are concern.

CERTIFICATE HOLDER CITY038 City of Sacramento Dept. of Utilities, Operations & Maintenance Division 1391 35th Avenue Sacramento, CA 95822	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

