

Meeting Date: 6/23/2015

Report Type: Consent

Report ID: 2015-00550

Title: Agreement: Tree Pruning and Removal Services (Two-Thirds Vote Required) [Published 06/11/2015 for Review]

Location: Citywide

Recommendation: Pass a Motion 1) suspending competitive bidding in the best interest of the City; and 2) awarding a one-year non-professional services agreement for tree pruning services with West Coast Arborists, Inc. for an amount not to exceed \$1,000,000 and options to extend the agreement for up to two additional one-year periods, with the total amount of the agreement, including the optional two one-year extensions, not to exceed \$3,000,000.

Contact: Kevin Wasson, Operations General Supervisor, (916) 808-8074; Juan Montanez, Maintenance Services Manager, (916) 808-2254, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Maintenance Services Division

Dept ID: 15001611

Attachments:

1-Description/Analysis

2-Background

3-Agreement

City Attorney Review

Approved as to Form

Gerald Hicks

6/3/2015 5:34:02 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 6/1/2015 8:33:05 AM

Description/Analysis

Issue: Contracted tree pruning and removal services supplement the work performed by City staff and are necessary to address maintenance of the urban forest in an efficient and timely manner. The recommended contract will provide both scheduled and emergency tree pruning and tree removal services.

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

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): The current proposal involves the purchasing of tree pruning and removal services. This is not a 'project' and is not subject to Section 15378(b) (2) of the CEQA Guidelines. Therefore, no environmental review is necessary.

Sustainability Considerations: The current proposal is consistent with the Sustainability Master Plan goal to maintain and expand the urban forest.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: On March 25, 2015, the Maintenance Services Division of Public Works released a Request for Proposal (RFP) to solicit qualified contractors to procure tree pruning and removal services. The City received two proposals and the most qualified contractor was determined to be West Coast Arborist, Inc. A summary of the RFP process is provided in Background.

Contracted tree pruning and removal services supplement the work performed by City staff and are needed to address the maintenance of the urban forest in an efficient and timely manner. The recommended contract will provide scheduled and emergency tree pruning and tree removal services.

Financial Considerations: Tree pruning and removal services are funded through Urban Forestry's operating budget (Fund 2232 - Citywide Landscaping & Lighting). There is sufficient funds in the FY2015/16 operating budget to purchase tree pruning and removal services. There are no General Funds (Fund 1001) planned or allocated for these services. The extension of the contract for each of the additional contract years is subject to the funding availability in the adopted budget for the applicable fiscal year. The total contract amount over the three year term is based on an analysis of prior year work orders and the anticipated city-wide maintenance

needs of the urban forest, including the aging English Elm tree population and a number of trees infected with Dutch elm disease.

Local Business Enterprise (LBE): West Coast Arborist, Inc. is a qualified Local Business Enterprise.

Background

On March 25, 2012, the Maintenance Services Division of Public Works released a Request for Proposal (RFP) to solicit qualified contractors to provide tree pruning services and received two proposals from West Coast Arborist, Inc. and Acorn Arboricultural Services, Inc. A panel of three staff in Urban Forestry thoroughly reviewed and weighed the written proposals. In addition, on April 28, 2015, the panel interviewed both firms. Based on a complete evaluation process using the following criteria which were established in the RFP process, West Coast Arborists, Inc. was determined to be the most qualified contractor to provide tree pruning services.

Evaluation Criteria

1. The relative value offered by each firm by means of competitive pricing. (Weighted 40%)
2. Each firm's relative capabilities, qualifications, and experience. (Weighted 30%)
3. Satisfactory references. Preference was given to local government client references. (Weighted 30 %)

The City established a minimum 5% participation level for Local Business Enterprises for this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level. West Coast Arborist, Inc. is a qualified Local Business Enterprise.

Pricing Proposals

	West Coast Arborists, Inc.	Acorn Arboricultural Services, Inc.
Three-Year Total for Basic Services	\$207,300.00	\$215,506.00
Three-Year Total for Demand Pruning	374,200.00	173,555.40
Three-Year Total for Program Pruning	1,716,840.00	1,898,700.00
Three-Year Total for Crown Reduction	327,740.00	263,658.00
Three-Year Total for Palm Pruning	127,320.00	129,768.15
Three-Year Total for Tree Removal	1,219,550.00	1,703,553.00
Three-Year Total for Stump Grinding	858,250.00	366,625.50
Proposal Total	\$4,831,200.00	\$4,751,366.05

PROJECT #:
PROJECT NAME: Tree Pruning Services
DEPARTMENT: Public Works
DIVISION: Maintenance Services

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

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

West Coast Arborists, Inc.
436 W. Scotts Avenue Stockton
CA 95203

("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 | ✓ Contractor's Bid Proposal Form |
| Instructions to Bidders | ✓ Workers' Compensation Certificate |
| ✓ Local Business Enterprise (LBE) Requirements | ✓ Certificate(s) of Insurance |
| ✓ Drug-Free Workplace Policy and Affidavit | ✓ Technical Specifications |
| ✓ Declaration of Compliance (Equal Benefits Ordinance) | |
| ✓ Declaration of Compliance (Living Wage Ordinance) | |

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

3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the

manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
6. **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. In addition, for services that constitute “public works” under California Labor Code section 1720 et seq., payment of the prevailing rate of wages is required as indicated in Exhibit A, Section 4 of this Agreement. If both prevailing wage and living wage requirements apply, CONTRACTOR shall pay the higher of the two rates.
7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: Jerry Way

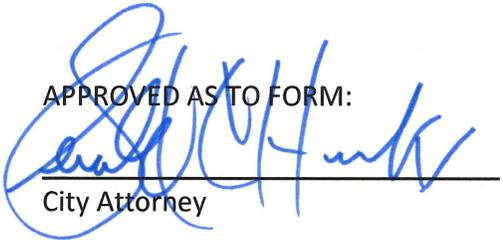
Title: Director of Public Works

For: John F. Shirey, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

Attachments

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

CONTRACTOR:

West Coast Arborists, Inc.
NAME OF FIRM

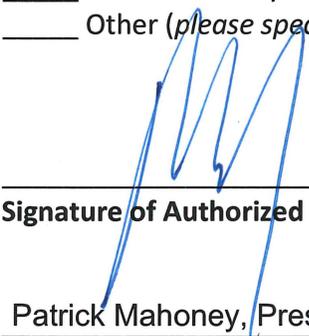
95-3250682
Federal I.D. No.

C0846211
State I.D. No.

143658
City of Sacramento Business Op. Tax Cert. No.

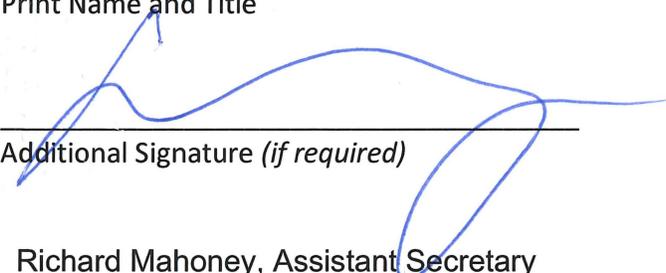
TYPE OF BUSINESS ENTITY (*check one*):

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



Signature of Authorized Person

Patrick Mahoney, President
Print Name and Title



Additional Signature (*if required*)

Richard Mahoney, Assistant Secretary
Print Name and Title

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor:

West Coast Arborists, Inc.

Address:

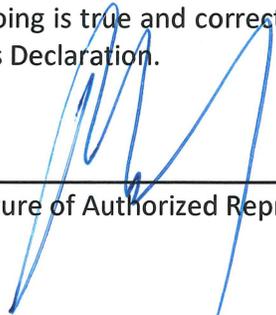
436 W. Scotts Avenue, Stockton CA 95203

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

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

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

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



Signature of Authorized Representative

Date: 5/21/15

Print name: Patrick Mahoney

Title: President

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor:

West Coast Arborists, Inc.

Address:

436 W. Scotts Avenue, Stockton CA 95203

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: 5/21/15

Print name: Patrick Mahoney

Title: President

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Kevin Wasson, Operations General Supervisor
5730 24th Street, Bldg. 12
Sacramento CA 95822
(916) 808-8074

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:

Patrick Mahoney, President
West Coast Arborists, Inc.
436 W. Scotts Avenue, Stockton CA 95203
(800) 521-3714

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 scope of work shall consist of removal, pruning, and other maintenance of trees, palms and other woody plants, in various locations within the City of Sacramento.

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

3. Time of Performance

From the date of award through June 30, 2016. The Agreement may be extended on a year-to-year basis for up to two additional years, through June 30, 2018.

4. Prevailing Wage Requirement. *[To be completed by the City Representative:]*

The services provided under this Agreement constitute "public works" under California Labor Code section 1720 *et seq.* and are either ***[check one if applicable]:***

_____ Construction work in an amount exceeding \$25,000; or

_____ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

If either line is checked above, this Agreement is subject to the provisions of Sacramento City Code section 3.60.180 which requires, among other things, that CONTRACTOR pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. If payment of the prevailing rate of wages is required, CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subagreement. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

Attachment 1

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

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

11. Project Specifications and Scope of Work

The scope of contracted work shall consist of removal, pruning, and other maintenance of trees, palms and other woody plants, in various locations within the City of Sacramento, hereafter referred to as the City. Work shall be supervised and approved by representatives of the Department of Public Works, Urban Forestry staff.

I. GENERAL PROVISIONS

Contractor shall be aware of and shall comply with the Sacramento City Codes governing tree pruning work, traffic control and any other regulations that may affect operations. Refer to City of Sacramento's Standard Specifications, Section 6-18. Contractor shall furnish all labor, materials, and equipment necessary to perform the work described herein in strict accordance with these specifications and subject to the terms and conditions of the contract. All work is to be performed by a tree care contractor, who shall be licensed by the California Contractors State License Board (Classification C-61/Category D-49) to provide such contract services within the State of California and the City of Sacramento.

A. Inspection and Oversight

The contract will be managed by a member of the Urban Forestry staff, serving in the capacity of Contract Inspector. The Inspector provides the principal contract management and monitoring function, and is the primary contact point for communication between the City and the Contractor.

The Inspector will insure compliance with the contract documents, observing work both during progress and upon completion. The Inspector will make routine independent inspections of all sites maintained by the Contractor, which may or may not be announced and do not require the presence of the Contractor. Inspections shall be both visual and operational. In addition, the Inspector may call for the Contractor to meet on the site for walkthrough inspections. The Inspector will schedule such meetings at the discretion of the City.

1. Inspection Reports

Contractor shall contact Urban Forestry staff, daily, to request inspection of all work performed. The Inspector will prepare an "Urban Forestry Contract Inspection Report", with a performance rating. Ratings will reflect the work performance of Contractor at the site locations under the terms and conditions of this contract. The inspection report may include comments with recommendations for improvements, but it does not take away the Contractor's responsibility to maintain each site per contract specifications and to the satisfaction of the City. Problem areas are to be acted upon promptly and corrective action taken, as applicable.

- a. Inspection reports will be prepared in two copies. The Inspector will establish a schedule for the Contractor to pick up their copy from the Urban Forestry Office and sign the City's copy, acknowledging receipt. Failure to retrieve the Contractor's copy of an inspection report will not relieve the Contractor of their responsibility to correct all noted problem areas in a timely manner.
- b. Inspection report criteria will include, but not be limited to, the following:
 - 1) Site cleanliness
 - 2) Communication with Inspector
 - 3) Adherence to pruning standards
 - 4) Traffic control and safety
- c. The inspector will give the contractor an opportunity to correct or replace non-conforming deliverables or services, if this can be accomplished within the required delivery schedule. Correction or replacement will be without additional cost to the City.
- d. The Inspector will not consider the services complete until all unacceptable performance has been corrected. The value of the contractor's non-performance will be deducted from any money due the Contractor. The Inspector will document in the contract file the basis for any amounts withheld.

2. Failure to Perform

If the Contractor fails to perform in accordance with the terms and conditions of the contract, the Inspector will document the deficiencies on the "Urban Forestry Contract Inspection Report" form, which will serve as written notice to the Contractor.

- a. A rating of "Needs Improvement" will require the Contractor to correct the stated deficiency(s) within seven calendar days, or as otherwise specified by Inspector.
- b. A rating of "Unsatisfactory" will require the Contractor to correct the stated deficiency(s) within 48 hours, or as otherwise specified by Inspector. After two consecutive "unsatisfactory" ratings for any area within a contract, a "Failure to Comply" letter may be issued.
- c. A "Failure to Comply" rating represents a final notice. The City may choose to terminate the contract, or, at the discretion of the Inspector, may allow the Contractor to correct deficiencies within 24 hours. Failure to correct

- deficiencies within 24 hours will result in contract termination. The termination may result in the Contractor being considered “Non-Responsible” during subsequent bid evaluations, for a period of up to three years.
- d. If the Contractor receives more than two “Unsatisfactory” ratings within a 90-day time span, they may be issued a “Failure to Comply” letter. If two “Failure to Comply” letters are issued within a 180-day period, the City may terminate the Agreement. The termination will cause the Contractor to be considered “Non-Responsible” during subsequent bid evaluations, for a period of up to three years.
 - e. If the Contractor receives two “Failure to Comply” letters within a contract year, they may be considered “Non-Responsible” for subsequent bid evaluations.

B. Record Keeping and Invoicing

The contractor shall invoice Urban Forestry bi-weekly, using a MS Excel format provided by the City. This format shall be used for each invoice and must be completed in its entirety. Contractor will supply quarterly work history reports, or upon request by Urban Forestry staff, in a MS Excel format provided by the City.

C. Work Week

The normal work week shall be Monday through Friday, 7:30 a.m. to 4:00 p.m. Where traffic, parking or other constraints exist, the work week may be modified. All work week modifications shall be approved by Urban Forestry staff. Notify Urban Forestry staff by 7:30 a.m. daily, by e-mail, with starting locations for each crew and contact phone number for foreman. Contractor will be provided a city calendar and observe all city holidays.

D. Allocation and Completion of Work Orders

Work Orders shall be allocated by Urban Forestry based on actual service requirements and available funding. All work orders will be assigned on an “as-needed” basis as determined by Urban Forestry. It is possible that no services may be required by the City from a Contractor during all or any portion of the contract term. All work orders assigned to the Contractor shall be completed within 10 calendar days except where otherwise noted.

E. Expected Annual Budget

The expected budget for Tree Pruning Services will not exceed \$1,000,000 annually. Actual budget will be based upon availability of funds and anticipated annual services requirements.

F. Contract

1. The contract shall be effective from the date of award through June 30, 2016.
2. If mutually agreed by both parties, the contract may be extended on a year-to-year basis. However, in no case shall the renewals extend beyond June 30, 2018. The expected budget for the initial term and two optional extensions will not exceed \$3,000,000.

G. Qualified Personnel

The Contractor shall provide qualified supervisory staff.

1. Each crew shall consist of at least one employee with current certification as a Western Chapter International Society of Arboriculture Certified Tree Worker.
2. A minimum of one supervising employee with current certification as an International Society of Arboriculture Certified Arborist shall be provided for each crew of up to six (6) contractor employees.
3. Contractor staff assigned to work near light rail tracks/power lines may require training and certification by the Sacramento Regional Transit District, at Contractor's expense.
4. Employee credentials and certifications shall be provided to City upon request.

H. Equipment

All vehicles and equipment used in the performance of work assigned under this contract shall be in good working order and in compliance with all local, state, and federal laws.

1. Vehicles shall display signage noting the contractor's name, telephone number, and "City of Sacramento Urban Forestry Contractor." City identification signs shall not be displayed when performing any work outside of this contract.
2. Contractor vehicles will be equipped with all warning lights, signage, and other equipment necessary to safely work in the City right-of-way.

I. Damage to Property

Public or private property damaged as a result of Contractor's operations shall be repaired or replaced at the Contractor's expense to the original existing conditions.

J. Safety

Contractor shall plan and conduct all work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable local, County, State or Federal requirements.

1. Contractor shall be solely responsible for complying with O.S.H.A. and Cal O.S.H.A. Safety Orders, City Code, and the California Manual on Uniform Traffic Control Devices (MUTCD), so as to protect all persons, including employees from foreseeable injury, or damage to property.
2. All work within 10 feet of any overhead high voltage electrical conductors shall be referred to the Sacramento Municipal Utility District (SMUD) by the contractor. Work shall be scheduled by the Contractor in cooperation with SMUD and shall be conducted in such a manner as to minimize disruption of service and disturbance of residents.
3. Tree care operations that involve climbing or other aerial work may be temporarily suspended during inclement weather with prior approval from Urban Forestry staff.

K. Work Affecting the Public Right-Of-Way

Contractor acknowledges and agrees that the safety of motorists, pedestrians, and maintenance crews while working along the City's transportation corridors is paramount, and Contractor agrees that during the progress of the work, Contractor shall constantly protect and preserve the safety of the public. Contractor shall not unnecessarily cause inconvenience to the public during the progress of the work and shall minimize the inconvenience caused by Contractor's operations. Such operations include, but are not limited to, work performed on or adjacent to the work site, traffic lane and pedestrian closures and deliveries of material and equipment.

1. Temporary Traffic Control Requirements

Contractor shall be solely responsible for furnishing, installing and maintaining all advance warning signs and devices necessary to safeguard the general public and the work, and to provide for the proper and safe routing of vehicular and pedestrian traffic during the performance of the work. This requirement shall for the duration of the service or project, and shall not be limited to working hours. The use of flagmen, barricades, and construction signage shall comply with the current edition of the California MUTCD.

Contractor shall submit a traffic control plan showing proposed traffic control measures and detours for vehicles and pedestrians a minimum of ten working days prior to the start of any work that requires the closure of a sidewalk or traffic

lane. The traffic control plan shall include the following information pursuant to City Code Chapter 12.20:

- a. The name and business address of the applicant.
- b. A diagram showing:
 - 1) The location of the proposed work area;
 - 2) The location of areas where the public right-of-way will be closed or obstructed; and
 - 3) The placement of traffic control devices necessary to perform the work.
- c. The proposed phases of traffic control in a narrative format including a description and dates for the beginning and ending of each phase.
- d. The time periods when the traffic control will be in effect.

Contractor shall not be allowed to work until a City-approved traffic control plan is on file with the Inspector. If the Inspector determines at any time that actual traffic conditions under the approved plan are not adequate to ensure public safety, the Engineer may require the plan to be immediately modified. If a hazardous condition cannot be eliminated by plan modification, the Inspector may require work under the plan be stopped, and the plan suspended, until the safety hazard is remedied. Contractor shall not be entitled to any costs, damages or extension of Contract time arising from any stop work order issued by the Inspector under this Section.

Contractor shall provide safe pedestrian and disabled access through or around the construction area at all times. Sidewalk closure shall comply with the "Policy for Sidewalk

Closures" established by the City of Sacramento's Department of Public Works pursuant to federal and state disability access laws and regulations. Contractor shall provide access to all existing driveways, adjacent parking areas, and buildings at all times unless other arrangements are made with the property owner and approved by the Inspector. Access for emergency vehicles shall be clear at all times.

All work within public streets and/or right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the public as possible. Unless otherwise approved, Contractor shall maintain at least one travel lane in each direction at all times on two-way Primary Streets (defined below), and at least two travel lanes at all times on one-way Primary Streets. The Contractor shall also maintain local property access and access to existing public cross-streets.

11. Project Specifications and Scope of Work

The scope of contracted work shall consist of removal, pruning, and other maintenance of trees, palms and other woody plants, in various locations within the City of Sacramento, hereafter referred to as the City. Work shall be supervised and approved by representatives of the Department of Public Works, Urban Forestry staff.

I. GENERAL PROVISIONS

Contractor shall be aware of and shall comply with the Sacramento City Codes governing tree pruning work, traffic control and any other regulations that may affect operations. Refer to City of Sacramento's Standard Specifications, Section 6-18. Contractor shall furnish all labor, materials, and equipment necessary to perform the work described herein in strict accordance with these specifications and subject to the terms and conditions of the contract. All work is to be performed by a tree care contractor, who shall be licensed by the California Contractors State License Board (Classification C-61/Category D-49) to provide such contract services within the State of California and the City of Sacramento.

A. Inspection and Oversight

The contract will be managed by a member of the Urban Forestry staff, serving in the capacity of Contract Inspector. The Inspector provides the principal contract management and monitoring function, and is the primary contact point for communication between the City and the Contractor.

The Inspector will insure compliance with the contract documents, observing work both during progress and upon completion. The Inspector will make routine independent inspections of all sites maintained by the Contractor, which may or may not be announced and do not require the presence of the Contractor. Inspections shall be both visual and operational. In addition, the Inspector may call for the Contractor to meet on the site for walkthrough inspections. The Inspector will schedule such meetings at the discretion of the City.

1. Inspection Reports

Contractor shall contact Urban Forestry staff, daily, to request inspection of all work performed. The Inspector will prepare an "Urban Forestry Contract Inspection Report", with a performance rating. Ratings will reflect the work performance of Contractor at the site locations under the terms and conditions of this contract. The inspection report may include comments with recommendations for improvements, but it does not take away the Contractor's responsibility to maintain each site per contract specifications and to the satisfaction of the City. Problem areas are to be acted upon promptly and corrective action taken, as applicable.

- a. Inspection reports will be prepared in two copies. The Inspector will establish a schedule for the Contractor to pick up their copy from the Urban Forestry Office and sign the City's copy, acknowledging receipt. Failure to retrieve the Contractor's copy of an inspection report will not relieve the Contractor of their responsibility to correct all noted problem areas in a timely manner.
- b. Inspection report criteria will include, but not be limited to, the following:
 - 1) Site cleanliness
 - 2) Communication with Inspector
 - 3) Adherence to pruning standards
 - 4) Traffic control and safety
- c. The inspector will give the contractor an opportunity to correct or replace non-conforming deliverables or services, if this can be accomplished within the required delivery schedule. Correction or replacement will be without additional cost to the City.
- d. The Inspector will not consider the services complete until all unacceptable performance has been corrected. The value of the contractor's non-performance will be deducted from any money due the Contractor. The Inspector will document in the contract file the basis for any amounts withheld.

2. Failure to Perform

If the Contractor fails to perform in accordance with the terms and conditions of the contract, the Inspector will document the deficiencies on the "Urban Forestry Contract Inspection Report" form, which will serve as written notice to the Contractor.

- a. A rating of "Needs Improvement" will require the Contractor to correct the stated deficiency(s) within seven calendar days, or as otherwise specified by Inspector.
- b. A rating of "Unsatisfactory" will require the Contractor to correct the stated deficiency(s) within 48 hours, or as otherwise specified by Inspector. After two consecutive "unsatisfactory" ratings for any area within a contract, a "Failure to Comply" letter may be issued.
- c. A "Failure to Comply" rating represents a final notice. The City may choose to terminate the contract, or, at the discretion of the Inspector, may allow the Contractor to correct deficiencies within 24 hours. Failure to correct

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deficiencies within 24 hours will result in contract termination. The termination may result in the Contractor being considered “Non-Responsible” during subsequent bid evaluations, for a period of up to three years.

- d. If the Contractor receives more than two “Unsatisfactory” ratings within a 90-day time span, they may be issued a “Failure to Comply” letter. If two “Failure to Comply” letters are issued within a 180-day period, the City may terminate the Agreement. The termination will cause the Contractor to be considered “Non-Responsible” during subsequent bid evaluations, for a period of up to three years.
- e. If the Contractor receives two “Failure to Comply” letters within a contract year, they may be considered “Non-Responsible” for subsequent bid evaluations.

B. Record Keeping and Invoicing

The contractor shall invoice Urban Forestry bi-weekly, using a MS Excel format provided by the City. This format shall be used for each invoice and must be completed in its entirety. Contractor will supply quarterly work history reports, or upon request by Urban Forestry staff, in a MS Excel format provided by the City.

C. Work Week

The normal work week shall be Monday through Friday, 7:30 a.m. to 4:00 p.m. Where traffic, parking or other constraints exist, the work week may be modified. All work week modifications shall be approved by Urban Forestry staff. Notify Urban Forestry staff by 7:30 a.m. daily, by e-mail, with starting locations for each crew and contact phone number for foreman. Contractor will be provided a city calendar and observe all city holidays.

D. Allocation and Completion of Work Orders

Work Orders shall be allocated by Urban Forestry based on actual service requirements and available funding. All work orders will be assigned on an “as-needed” basis as determined by Urban Forestry. It is possible that no services may be required by the City from a Contractor during all or any portion of the contract term. All work orders assigned to the Contractor shall be completed within 10 calendar days except where otherwise noted.

E. Expected Annual Budget

The expected budget for Tree Pruning Services will not exceed \$1,000,000 annually. Actual budget will be based upon availability of funds and anticipated annual services requirements.

F. Contract

1. The contract shall be effective from the date of award through June 30, 2016.
2. If mutually agreed by both parties, the contract may be extended on a year-to-year basis. However, in no case shall the renewals extend beyond June 30, 2018. The expected budget for the initial term and two optional extensions will not exceed \$3,000,000.

G. Qualified Personnel

The Contractor shall provide qualified supervisory staff.

1. Each crew shall consist of at least one employee with current certification as a Western Chapter International Society of Arboriculture Certified Tree Worker.
2. A minimum of one supervising employee with current certification as an International Society of Arboriculture Certified Arborist shall be provided for each crew of up to six (6) contractor employees.
3. Contractor staff assigned to work near light rail tracks/power lines may require training and certification by the Sacramento Regional Transit District, at Contractor's expense.
4. Employee credentials and certifications shall be provided to City upon request.

H. Equipment

All vehicles and equipment used in the performance of work assigned under this contract shall be in good working order and in compliance with all local, state, and federal laws.

1. Vehicles shall display signage noting the contractor's name, telephone number, and "City of Sacramento Urban Forestry Contractor." City identification signs shall not be displayed when performing any work outside of this contract.
2. Contractor vehicles will be equipped with all warning lights, signage, and other equipment necessary to safely work in the City right-of-way.

I. Damage to Property

Public or private property damaged as a result of Contractor's operations shall be repaired or replaced at the Contractor's expense to the original existing conditions.

J. Safety

Contractor shall plan and conduct all work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable local, County, State or Federal requirements.

1. Contractor shall be solely responsible for complying with O.S.H.A. and Cal O.S.H.A. Safety Orders, City Code, and the California Manual on Uniform Traffic Control Devices (MUTCD), so as to protect all persons, including employees from foreseeable injury, or damage to property.
2. All work within 10 feet of any overhead high voltage electrical conductors shall be referred to the Sacramento Municipal Utility District (SMUD) by the contractor. Work shall be scheduled by the Contractor in cooperation with SMUD and shall be conducted in such a manner as to minimize disruption of service and disturbance of residents.
3. Tree care operations that involve climbing or other aerial work may be temporarily suspended during inclement weather with prior approval from Urban Forestry staff.

K. Work Affecting the Public Right-Of-Way

Contractor acknowledges and agrees that the safety of motorists, pedestrians, and maintenance crews while working along the City's transportation corridors is paramount, and Contractor agrees that during the progress of the work, Contractor shall constantly protect and preserve the safety of the public. Contractor shall not unnecessarily cause inconvenience to the public during the progress of the work and shall minimize the inconvenience caused by Contractor's operations. Such operations include, but are not limited to, work performed on or adjacent to the work site, traffic lane and pedestrian closures and deliveries of material and equipment.

1. Temporary Traffic Control Requirements

Contractor shall be solely responsible for furnishing, installing and maintaining all advance warning signs and devices necessary to safeguard the general public and the work, and to provide for the proper and safe routing of vehicular and pedestrian traffic during the performance of the work. This requirement shall for the duration of the service or project, and shall not be limited to working hours. The use of flagmen, barricades, and construction signage shall comply with the current edition of the California MUTCD.

Contractor shall submit a traffic control plan showing proposed traffic control measures and detours for vehicles and pedestrians a minimum of ten working days prior to the start of any work that requires the closure of a sidewalk or traffic

lane. The traffic control plan shall include the following information pursuant to City Code Chapter 12.20:

- a. The name and business address of the applicant.
- b. A diagram showing:
 - 1) The location of the proposed work area;
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All work within public streets and/or right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the public as possible. Unless otherwise approved, Contractor shall maintain at least one travel lane in each direction at all times on two-way Primary Streets (defined below), and at least two travel lanes at all times on one-way Primary Streets. The Contractor shall also maintain local property access and access to existing public cross-streets.

2. Primary Streets

- a. On working days, between 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 6:00 p.m., Contractor shall maintain the number of lanes normally available on all Primary Streets unless otherwise approved in writing by the City Traffic Engineer. In addition to the foregoing, on working days, Contractor shall maintain the number of lanes normally available on J Street between Interstate 5 and 16th Street between the hours of 7:00 a.m. and 6:00 p.m. unless otherwise approved in writing by the City Traffic Engineer. All requests for consideration by the City Traffic Engineer shall be submitted through the Inspector.
- b. "Primary Streets" are defined as any one of the following streets and its adjacent public sidewalk:

3rd St., between I St. & Broadway	G St., between 3rd St. & Alhambra Blvd.
5th St. between H St. & Broadway	Garden Highway
6th St. between H St. & Q St.	H St.
7th St. between G St. & T St.	Heritage Lane
8th St. between G St. & Broadway	Hornet Dr.
9th St. between G St. & Broadway	Howe Ave.
10th St. between G St. & Broadway	I St. between 3rd St. & 29th St.
11th St. between G St. & Q St.	J St.
12th Ave. between Martin Luther King Blvd. and Sutterville Rd.	Jackson Rd.
12th St. between N 12th St. & W St.	Jibboom St.
13th St. between H St. & L St.	K St. between 15th St. & Alhambra Blvd.
14th St. between G St. & L St. Blvd.	L St. between 3rd St. & Alhambra
15th St. between F St. & Broadway	La Mancha Way
16th St. between N 16th St. & Broadway	La Riviera Dr.

- deficiencies within 24 hours will result in contract termination. The termination may result in the Contractor being considered “Non-Responsible” during subsequent bid evaluations, for a period of up to three years.
- d. If the Contractor receives more than two “Unsatisfactory” ratings within a 90-day time span, they may be issued a “Failure to Comply” letter. If two “Failure to Comply” letters are issued within a 180-day period, the City may terminate the Agreement. The termination will cause the Contractor to be considered “Non-Responsible” during subsequent bid evaluations, for a period of up to three years.
 - e. If the Contractor receives two “Failure to Comply” letters within a contract year, they may be considered “Non-Responsible” for subsequent bid evaluations.

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The contractor shall invoice Urban Forestry bi-weekly, using a MS Excel format provided by the City. This format shall be used for each invoice and must be completed in its entirety. Contractor will supply quarterly work history reports, or upon request by Urban Forestry staff, in a MS Excel format provided by the City.

C. Work Week

The normal work week shall be Monday through Friday, 7:30 a.m. to 4:00 p.m. Where traffic, parking or other constraints exist, the work week may be modified. All work week modifications shall be approved by Urban Forestry staff. Notify Urban Forestry staff by 7:30 a.m. daily, by e-mail, with starting locations for each crew and contact phone number for foreman. Contractor will be provided a city calendar and observe all city holidays.

D. Allocation and Completion of Work Orders

Work Orders shall be allocated by Urban Forestry based on actual service requirements and available funding. All work orders will be assigned on an “as-needed” basis as determined by Urban Forestry. It is possible that no services may be required by the City from a Contractor during all or any portion of the contract term. All work orders assigned to the Contractor shall be completed within 10 calendar days except where otherwise noted.

E. Expected Annual Budget

The expected budget for Tree Pruning Services will not exceed \$1,000,000 annually. Actual budget will be based upon availability of funds and anticipated annual services requirements.

F. Contract

1. The contract shall be effective from the date of award through June 30, 2016.
2. If mutually agreed by both parties, the contract may be extended on a year-to-year basis. However, in no case shall the renewals extend beyond June 30, 2018. The expected budget for the initial term and two optional extensions will not exceed \$3,000,000.

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The Contractor shall provide qualified supervisory staff.

1. Each crew shall consist of at least one employee with current certification as a Western Chapter International Society of Arboriculture Certified Tree Worker.
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3. Contractor staff assigned to work near light rail tracks/power lines may require training and certification by the Sacramento Regional Transit District, at Contractor's expense.
4. Employee credentials and certifications shall be provided to City upon request.

H. Equipment

All vehicles and equipment used in the performance of work assigned under this contract shall be in good working order and in compliance with all local, state, and federal laws.

1. Vehicles shall display signage noting the contractor's name, telephone number, and "City of Sacramento Urban Forestry Contractor." City identification signs shall not be displayed when performing any work outside of this contract.
2. Contractor vehicles will be equipped with all warning lights, signage, and other equipment necessary to safely work in the City right-of-way.

I. Damage to Property

Public or private property damaged as a result of Contractor's operations shall be repaired or replaced at the Contractor's expense to the original existing conditions.

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 \$ 1,000,000.

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

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 above.

D. Requests for payment shall be sent to:

PW Maintenance Services, Urban Forestry
5730 24th Street, Bldg. 12,
Sacramento CA 95822
(916) 808-8074

Attn: Kevin Wasson

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

Attachment 1

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE / MANNER OF PAYMENT

TREE PRUNING SERVICES
PRICING SCHEDULE

Attachment 2

For furnishing to the City of Sacramento prices for Tree Pruning Services, in accordance with the provisions and specifications contained herein. Pricing shall be all inclusive. No surcharges or additional costs will be allowed. The quantities specified are based upon the best estimates available and are subject to increase or decrease.

1. HOURLY RATES FOR BASIC SERVICES														
TASK	FIRST YEAR OF CONTRACT				SECOND YEAR OF CONTRACT				THIRD YEAR OF CONTRACT					
	HOURLY RATE	X	HOURS	= EXTENDED PRICE	HOURLY RATE	X	HOURS	= EXTENDED PRICE	HOURLY RATE	X	HOURS	= EXTENDED PRICE		
3-PERSON CREW AND BUCKET, DURING REGULAR WORK HOURS (SEE NOTE 1, BELOW)	240.00	X	100	= 24,000.00	249.00	X	100	= 24,900.00	258.00	X	100	= 25,800.00		
3-PERSON CREW AND BUCKET, DURING EMERGENCIES AND AFTER REGULAR WORK HOURS	300.00	X	100	= 30,000.00	312.00	X	100	= 31,200.00	324.00	X	100	= 32,400.00		
CRANE SERVICES DURING EMERGENCIES AND AFTER REGULAR WORK HOURS	125.00	X	100	= 12,500.00	130.00	X	100	= 13,000.00	135.00	X	100	= 13,500.00		
FIRST YEAR EXTENDED TOTAL				\$66,500.00	SECOND YEAR TOTAL				\$69,100.00	THIRD YEAR TOTAL				\$71,700.00
THREE-YEAR TOTAL FOR BASIC SERVICES (First Year + Second Year + Third Year Subtotals)												\$207,300.00		

2. UNIT PRICES FOR DEMAND PRUNING														
SIZE CLASS	FIRST YEAR OF CONTRACT				SECOND YEAR OF CONTRACT				THIRD YEAR OF CONTRACT					
	UNIT PRICE	X	QUANTITY	= EXTENDED PRICE	UNIT PRICE	X	QUANTITY	= EXTENDED PRICE	UNIT PRICE	X	QUANTITY	= EXTENDED PRICE		
Up to 6 d.b.h.	95.00	X	20	= 1,900.00	99.00	X	20	= 1,980.00	103.00	X	20	= 2,060.00		
7 – 12 d.b.h.	150.00	X	20	= 3,000.00	156.00	X	20	= 3,120.00	162.00	X	20	= 3,240.00		
13 – 24 d.b.h.	250.00	X	20	= 5,000.00	260.00	X	20	= 5,200.00	270.00	X	20	= 5,400.00		
25 – 36 d.b.h.	350.00	X	100	= 35,000.00	364.00	X	100	= 36,400.00	378.00	X	100	= 37,800.00		
37 – 48 d.b.h.	650.00	X	50	= 32,500.00	676.00	X	50	= 33,800.00	703.00	X	50	= 35,150.00		
49+ d.b.h.	850.00	X	50	= 42,500.00	884.00	X	50	= 44,200.00	919.00	X	50	= 45,950.00		
FIRST YEAR SUBTOTAL				\$119,900.00	SECOND YEAR SUBTOTAL				\$124,700.00	THIRD YEAR SUBTOTAL				\$129,600.00
THREE-YEAR TOTAL FOR DEMAND PRUNING (First Year + Second Year + Third Year Subtotals)												\$374,200.00		

3. UNIT PRICES FOR PROGRAM PRUNING														
SIZE CLASS	FIRST YEAR OF CONTRACT				SECOND YEAR OF CONTRACT				THIRD YEAR OF CONTRACT					
	UNIT PRICE	X	QUANTITY	= EXTENDED PRICE	UNIT PRICE	X	QUANTITY	= EXTENDED PRICE	UNIT PRICE	X	QUANTITY	= EXTENDED PRICE		
Up to 6 d.b.h.	75.00	X	800	= 60,000.00	78.00	X	800	= 62,400.00	81.00	X	800	= 64,800.00		
7 – 12 d.b.h.	75.00	X	1100	= 8,250.00	78.00	X	1100	= 8,580.00	81.00	X	1100	= 8,910.00		
13 – 24 d.b.h.	95.00	X	1500	= 142,500	99.00	X	1500	= 148,500.00	103.00	X	1500	= 154,500.00		
25 – 36 d.b.h.	95.00	X	1200	= 114,000.00	99.00	X	1200	= 118,800.00	103.00	X	1200	= 123,600.00		
37 – 48 d.b.h.	250.00	X	500	= 125,000.00	260.00	X	500	= 130,000.00	270.00	X	500	= 135,000.00		
49+ d.b.h.	250.00	X	400	= 100,000.00	260.00	X	400	= 104,000.00	270.00	X	400	= 108,000.00		
FIRST YEAR SUBTOTAL				\$549,750.00	SECOND YEAR SUBTOTAL				\$572,280.00	THIRD YEAR SUBTOTAL				\$594,810.00
THREE-YEAR TOTAL FOR PROGRAM PRUNING (First Year + Second Year + Third Year Subtotals)												\$1,716,840.00		

3. UNIT PRICES FOR CROWN REDUCTION (ENGLISH ELMS)														
SIZE CLASS	FIRST YEAR OF CONTRACT				SECOND YEAR OF CONTRACT				THIRD YEAR OF CONTRACT					
	UNIT PRICE	X	QUANTITY	= EXTENDED PRICE	UNIT PRICE	X	QUANTITY	= EXTENDED PRICE	UNIT PRICE	X	QUANTITY	= EXTENDED PRICE		
25 – 36 d.b.h.	750.00	X	40	= 30,000.00	780.00	X	40	= 31,200.00	811.00	X	40	= 32,440.00		
37 – 48 d.b.h.	750.00	X	40	= 30,000.00	780.00	X	40	= 31,200.00	811.00	X	40	= 32,440.00		
49+ d.b.h.	750.00	X	60	= 45,000.00	780.00	X	60	= 46,800.00	811.00	X	60	= 48,660.00		
FIRST YEAR SUBTOTAL				\$105,000.00	SECOND YEAR SUBTOTAL				\$109,200.00	THIRD YEAR SUBTOTAL				\$113,540.00
THREE-YEAR TOTAL FOR CROWN REDUCTION (First Year + Second Year + Third Year Subtotals)												\$327,740.00		

ADDENDUM 2 - CORRECTED PAGE 33

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4. UNIT PRICES FOR PALM PRUNING														
SIZE CLASS	FIRST YEAR OF CONTRACT				SECOND YEAR OF CONTRACT				THIRD YEAR OF CONTRACT					
	UNIT PRICE	X	QUANTITY	= EXTENDED PRICE	UNIT PRICE	X	QUANTITY	= EXTENDED PRICE	UNIT PRICE	X	QUANTITY	= EXTENDED PRICE		
DATE PALM SPECIES UNDER 55' WORKING HEIGHT	200.00	X	100	= 20,000.00	208.00	X	100	= 20,800.00	216.00	X	100	= 21,600.00		
DATE PALM SPECIES OVER 55' WORKING HEIGHT	300.00	X	20	= 6,000.00	312.00	X	20	= 6,240.00	324.00	X	20	= 6,480.00		
WASHINGTONIA PALM SPECIES UNDER 55' WORKING HEIGHT	85.00	X	50	= 4,250.00	88.00	X	50	= 4,400.00	91.00	X	50	= 4,550.00		
WASHINGTONIA PALM SPECIES OVER 55' WORKING HEIGHT	85.00	X	125	= 10,625.00	88.00	X	125	= 11,000.00	91.00	X	125	= 11,375.00		
FIRST YEAR SUBTOTAL				\$40,875.00	SECOND YEAR SUBTOTAL				\$42,440.00	THIRD YEAR SUBTOTAL				\$44,005.00
THREE-YEAR TOTAL FOR PALM PRUNING <i>(First Year + Second Year + Third Year Subtotals)</i>											\$127,320.00			

5. UNIT PRICES FOR TREE REMOVAL (TO 6 INCHES ABOVE SOIL LINE)														
SIZE CLASS	FIRST YEAR OF CONTRACT				SECOND YEAR OF CONTRACT				THIRD YEAR OF CONTRACT					
	UNIT PRICE	X	QUANTITY	= EXTENDED PRICE	UNIT PRICE	X	QUANTITY	= EXTENDED PRICE	UNIT PRICE	X	QUANTITY	= EXTENDED PRICE		
Up to 6 d.b.h.	75.00	X	50	= 3,750.00	78.00	X	50	= 3,900.00	81.00	X	50	= 4,050.00		
7 – 12 d.b.h.	175.00	X	100	= 17,500.00	182.00	X	100	= 18,200.00	189.00	X	100	= 18,900.00		
13 – 24 d.b.h.	400.00	X	200	= 80,000.00	416.00	X	200	= 83,200.00	432.00	X	200	= 86,400.00		
25 – 36 d.b.h.	800.00	X	100	= 80,000.00	824.00	X	100	= 82,400.00	857.00	X	100	= 85,700.00		
37 – 48 d.b.h.	1,200.00	X	100	= 120,000.00	1,248.00	X	100	= 124,800.00	1,298.00	X	100	= 129,800.00		
49+ d.b.h.	1,800.00	X	50	= 90,000.00	1,872.00	X	50	= 93,600.00	1,947.00	X	50	= 97,350.00		
FIRST YEAR SUBTOTAL				\$391,250.00	SECOND YEAR SUBTOTAL				\$406,100.00	THIRD YEAR SUBTOTAL				\$422,200.00
THREE-YEAR TOTAL FOR TREE REMOVAL <i>(First Year + Second Year + Third Year Subtotals)</i>											\$1,219,550.00			

ADDENDUM 2 - CORRECTED PAGE 33

(This page replaces page 33 of RFP P15151811034 as originally issued)

6. UNIT PRICES FOR STUMP GRINDING																
SIZE CLASS	FIRST YEAR OF CONTRACT					SECOND YEAR OF CONTRACT					THIRD YEAR OF CONTRACT					
	UNIT PRICE	X	QUANTITY	=	EXTENDED PRICE	UNIT PRICE	X	QUANTITY	=	EXTENDED PRICE	UNIT PRICE	X	QUANTITY	=	EXTENDED PRICE	
Up to 6 d.b.h.	100.00	X	50	=	5,000.00	104.00	X	50	=	5,200.00	108.00	X	50	=	5,400.00	
7 – 12 d.b.h.	300.00	X	100	=	30,000.00	312.00	X	100	=	31,200.00	324.00	X	100	=	32,400.00	
13 – 24 d.b.h.	400.00	X	200	=	80,000.00	416.00	X	200	=	83,200.00	432.00	X	200	=	86,400.00	
25 – 36 d.b.h.	600.00	X	100	=	60,000.00	624.00	X	100	=	62,400.00	649.00	X	100	=	64,900.00	
37 – 48 d.b.h.	600.00	X	100	=	60,000.00	624.00	X	100	=	62,400.00	649.00	X	100	=	64,900.00	
49+ d.b.h.	800.00	X	50	=	40,000.00	832.00	X	50	=	41,600.00	865.00	X	50	=	43,250.00	
FIRST YEAR SUBTOTAL					\$275,000.00	SECOND YEAR SUBTOTAL					\$286,000.00	THIRD YEAR SUBTOTAL				\$297,250.00
THREE-YEAR TOTAL FOR STUMP GRINDING (First Year + Second Year + Third Year Subtotals)														\$858,250.00		

PRICING SCHEDULE TOTALS	
THREE-YEAR TOTAL FOR BASIC SERVICES (from Section 1, above)	\$207,300.00
THREE-YEAR TOTAL FOR DEMAND PRUNING (from Section 2, above)	\$374,200.00
THREE-YEAR TOTAL FOR PROGRAM PRUNING (from Section 3, above)	\$1,716,840.00
THREE-YEAR TOTAL FOR ^{CROWN REDUCTION} PALM PRUNING (from Section 4, above)	\$327,740.00
THREE-YEAR TOTAL FOR ^{PALM PRUNING} TREE REMOVAL (from Section 5, above)	\$127,320.00
THREE-YEAR TOTAL FOR TREE REMOVAL	\$1,219,550.00
THREE-YEAR TOTAL FOR STUMP GRINDING (from Section 6, above)	\$858,250.00
PROPOSAL TOTAL	\$4,831,200.00

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]



Not furnish any facilities or equipment for this Agreement;

or



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

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR

sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

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

Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

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

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

9. Term; Suspension; Termination.

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

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, arising out of

activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, 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 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 accident. 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 Workers’ Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers’ Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

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, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

- (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, including excess insurance, 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:VI. 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 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) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento

c/o Ebix RCS

Reference #: (This number will be provided by EBIX after Agreement approval.)

PO Box 257

Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:
CertsOnly-Portland@ebix.com

- (3) 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 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 sub-consultants and 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.¹

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.²

¹ 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-subsidary 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.

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

The minimum compensation required is as follows:

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

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

Notification to Covered Employees

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

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

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

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

Subcontractor Compliance

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

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

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

No Reduction in Non-Wage Benefits

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

No Retaliation

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

No Reduction in Collective-Bargaining Wage Rates

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

Violations and Monitoring

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

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

Declaration of Compliance

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

Additional Information

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

EXHIBIT F

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting

utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

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

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



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

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

The included employee benefits are:

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

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

You May . . .

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

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

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

Attachment 1

SUBMITTAL SIGNATURE

All FIRMS must complete and sign this section. Failure to complete and sign this section may result in rejection of the submittal.

Name of Firm: West Coast Arborists, Inc.

Business Address: 436 W. Scotts Avenue Stockton CA 95203
(Street) (City) (State) (Zip Code)

Telephone: (800) 521-3714 Fax: (714) 956-3745

Type of Business:

- Corporation
- Partnership
- Individual doing business under own name
- Individual doing business using a firm name
- Joint Venture (Attach Joint Venture Agreement)

Federal Tax I.D. Number: 95-3250682

City of Sacramento Business Operations Tax Number: #143658

*Mandatory only if recommended for contract award.

Signature:  Date Signed: 4/21/15

Name & Title: Patrick Mahoney, President

Attachment 5

DRUG FREE WORKPLACE POLICY AND AFFADAVIT

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

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

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

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

EXCEPTION: _____

	N/A		
Date	Violation Type	Place of Occurrence	

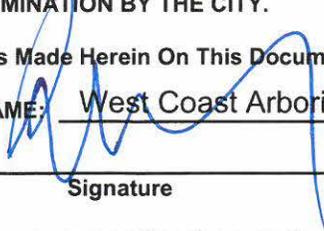
If additional space is required use back of this form.

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

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

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

CONTRACTOR'S NAME: West Coast Arborists, Inc.

BY:  Patrick Mahoney, President Date: 4/21/15

Signature Title

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

Attachment 4

Licenses, Certificates, and Registrations

All Contractors submitting a Proposal to provide Tree Pruning Services to the City of Sacramento must possess a valid State of California D-49 Tree Service specialty license at the time of submission. The Contractor must submit a photocopy of the document with their proposal.

The license must remain in force during the term of the resulting agreement with the City; failure to maintain will result in suspension or possibly termination of contract.

	Document Number	Expiration Date
D-49 Tree Service License	<u>#366764</u>	<u>12/31/16</u>

Please provide the number of ISA-Certified employees that will be dedicated to this contract, if awarded:

ISA-Certified Arborists 10

ISA-Certified Tree Workers 15

Please list a list of any additional specialized certifications, and the number of employees holding those certifications, that may provide added capabilities.

- NCCCO, Certified Crane Operator - 4 employees
- ISA, Certified Utility Arborist - 1 employee
- TCIA, Certified Tree Care Safety Professional - 2 employees
- ATSSA, Certified Traffic Control Designer - 2 employees
- Department of Pesticide Regulation; Qualified Applicator - 4 employees

Attachment 6

LBE FIVE PERCENT (5%) PARTICIPATION

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 and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270 , when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

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. Evidence 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.

LOCAL BUSINESS ENTERPRISE (LBE) CERTIFICATION

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 the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

143658

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*:

161 Commerce Circle

Sacramento, CA 95815

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

MUST BE POSTED IN CONSPICUOUS PLACE

143658

143658

City of
SACRAMENTO

BUSINESS OPERATIONS TAX CERTIFICATE

Business Name WEST COAST ARBORISTS
 Business Address 2200 E VIA BURTON ST
 Owner PATRICK MAHONEY
 Type of Business TREE MAINTENANCE
 Tax Classification 401

FROM
 Mo. Day Yr.
 10/01/2014

TO
 Mo. Day Yr.
 09/30/2015
 Expires

TOTAL
 PAID: \$94.34

WEST COAST ARBORISTS
 VICTOR GONZALEZ
 2200 E VIA BURTON
 ANAHEIM, CA 95806

CITY OF SACRAMENTO

VOID

SEP 26 2014
IF NOT
VALIDATED

PAID

THIS STUB MAY BE
 FOLDED/DETACHED
 BEFORE POSTING

66 of 66

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