Meeting Date: **7/14/2015**

Report Type: Consent

Report ID: 2015-00584

City of SACRAMENTO

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

Title: Contract: Maintenance of East Natomas Class 1 Bikeways

Location: Districts 2 and 3

Recommendation: Pass a Motion awarding a one-year non-professional services agreement for the maintenance of the East Natomas Class 1 Bikeways with Roush Landscape Services, for an amount not to exceed $40,800, 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 $122,400.

Contact: Jim Horton, Program Specialist, (916) 808-5567; Juan Montanez, Streets 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
7/6/2015 1:01:29 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 6/26/2015 10:31:32 AM

James Sanchez, City Attorney Shirley Concolino, City Clerk Russell Fehr, City Treasurer
John F. Shirey, City Manager

Description/Analysis

Issue: The Maintenance Services Division of the Department of Public Works has an ongoing need to maintain landscaping along Class 1 Bikeways within the City of Sacramento. Invitation for Bid No. B15151681045 was issued for maintenance of the East Natomas Class 1 Bikeways. City Council approval is necessary to award a non-professional services agreement to Roush Landscape Services.

Policy Considerations: The recommendations in this report are consistent with Sacramento City Code Section 3.56 - Purchasing of Supplies and Services, and AP-4101 - Procurement of Non-Professional Services.

Environmental Considerations:

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

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

Rationale for Recommendation: Roush Landscape Services is the lowest responsive and responsible bidder to respond to Invitation for Bid No. B15151681045.

Bidder	***Bid Total***	***LBE***
Roush Landscape	$122,400	Yes
Parker Landscape	$146,766	Yes
Valley Landscapes	$150,750	Yes
New Image Landscape	$182,910	Yes

Financial Considerations: The amount of the initial one-year agreement will not exceed $40,800. The total amount of the agreement, with two optional one-year extensions, will not exceed $122,400. Streetscape maintenance is funded out of the department's Streetscape Maintenance operating budget. Streetscape maintenance contracts are primarily funded by fees from the Citywide Landscaping & Lighting (L&L) District and 15 special districts. Maintenance of the East Natomas Class 1 Bikeways is funded by the North Natomas CFD3 (90%) and L&L (10%) districts. There are no General Funds planned for these services.

There is sufficient funding available in the operating budget to support the projected maintenance requirements for Fiscal Year 2015/16. Extensions of the contract in succeeding fiscal years shall be subject to funding availability in the adopted operating budgets for each fiscal year.

Local Business Enterprise (LBE): Roush Landscape Services is a Local Business Enterprise.

Background

In April 2015, Invitation for Bid No. B15151681045 was issued to procure landscape maintenance services for the East Natomas Class 1 Bikeways. Four responsive and responsible bids were received.

Based upon the results of that competitive solicitation, which may be found in the attached Bid Analysis, staff recommends award of a one-year non-professional services agreement, with two optional extensions, to the lowest responsive and responsible bidder, Roush Landscape Services. The amount of the initial one-year agreement will not exceed $40,800. The total amount of the agreement, with two optional one-year extensions, will not exceed $122,400.

The total amount of the agreement, $122,400, includes $14,400 for additional maintenance and repairs not included in the agreement's scope of work. The amount is based upon the amount of additional work typically required to address damage caused by vandalism, pest infestations, unseasonably high or low temperatures, and other unforeseen causes. The amounts reflected as "Repair Crew Rates" in the Bid Analysis represent estimated totals established solely for evaluation purposes.

BID EVALUATION

BID No. B15151681045 -- EAST NATOMAS CLASS 1 BIKEWAYS MAINTENANCE

Bid Item	ROUSH LANDSCAPE	VALLEY LANDSCAPE	NEW IMAGE LANDSCAPE	PARKER LANDSCAPE
First Year	$36,000.00	$39,600.00	$48,444.00	$45,132.00
Second Year	$36,000.00	$39,600.00	$49,908.00	$45,132.00
Third Year	$36,000.00	$39,600.00	$51,408.00	$45,132.00
Repair Crew Rates	$14,400.00	$31,950.00	$33,150.00	$11,370.00
Bid Total	**$122,400.00**	**$150,750.00**	**$182,910.00**	**$146,766.00**
Local Business Enterprise Preference	($6,120.00)	($7,537.50)	($9,145.50)	($7338.30)
Bid Evaluation Total	**$116,280.00**	**$143,212.50**	**$173,764.50**	**$139,427.70**

PROJECT #:

PROJECT NAME: Maintenance of East Natomas Class 1 Bikeways

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

Roush Landscape Services
9989 Stirling Park Drive
Sacramento CA 95827
916-835-2569

("CONTRACTOR"), who agree as follows:

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

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

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

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

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

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

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

6. **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:

Roush Landscape
NAME OF FIRM

94-2435896
Federal I.D. No.

275-4770-2
State I.D. No.

148452
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

Richard Roush
Print Name and Title

Additional Signature *(if required)*

Print Name and Title

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor:

Roush Landscape Services

Address:

9989 Stirling Park Drive Sacramento CA 95827

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: 6/18/15

Print name: Richard Ross

Title: Owner

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor:

Roush Landscape Services

Address:

9989 Stirling Park Drive Sacramento CA 95827

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.

_____ Date: 6/18/15
Signature of Authorized Representative

Print name: Richard Rous

Title: Owner

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Jeremy Medina, Construction Inspector I
5730 24th Street, Bldg. 9
Sacramento CA 95822
916-808-2258 / jmedina2@cityofsacramento.org

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

The CONTRACTOR Representative for this Agreement is:

Richard Roush, Owner
9989 Stirling Park Drive
Sacramento CA 95827
916-835-2569 / roushlandscape@sbcglobal.net

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

2. Scope of Services.

Landscape maintenance and repair services for the East Natomas Class 1 Bikeways, in accordance with IFB B15151681045 and the City of Sacramento Landscape Services General Specification and Provisions, LS14.

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

3. Time of Performance

The services described herein shall be provided from Date of Award through June 30, 2016, with the option to extend 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 if 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

DCOPE OF SERVICES

MAINTENANCE PERFORMANCE SCHEDULE

CONTRACT: **EAST Natomas Class 1 Bikeways** SSA#: _____ AREA SIZE: _____ SQ FT. _____ ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									**DIRECTIONAL CHANGE AS NEEDED**
FERTILIZE							**6**		**FEB, MAR, APR, JUN, AUG, OCT**
MECHANICAL EDGE								X	**(NO COMBO WEED AND FEED)**
CHEMICAL EDGE								X	
AERATE							**3**		**April, June, August- Submit schedule**
RE-SEED								X	**Minimal sites with Turf**
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
GROUND COVER									
FERTILIZE							**2**		March (slow release) Sept (cool season)
PRUNE							**2**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		March (slow release) Sept (cool season)
CULTIVATE								X	
DEBRIS									
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									Inclusive of glass (bottles, etc.)
TRASH RECEPTACLES									Contractor provides bags
WEED CONTROL									
HAND WEEDING									Moss control in DG areas inclusive
PRE-EMERGENT/ POST-EMERGENT							**2**		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
OTHER									
SEE SITE SPECIFICATION FOR ADDITIONAL DETAILS									
REFER TO THE LS-14 FOR ADDITIONAL CONTRACT COMPLIANCE									
Safety Bollards shall be secured upon entry and exit of all trials- report damge to bollards, post fence and cable, and signage to Streetscapes staff									
Bollard keys will be released to awarded contractor									

MAINTENANCE PERFORMANCE SCHEDULE- PG 2

CONTRACT: **EAST Natomas Class 1 Bikeways** SSA#: _____ AREA SIZE: _____ SQ FT. _____ ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS*)

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									**Contractors maintaining the City's bike-**
									way's are expected to provide a level
TURF									**of service necessary to maintain the**
MOW									**landscape and non-landscapes areas**
FERTILIZE									**in the professional manner expected,**
MECHANICAL EDGE									**even if the frequency exceeds the**
CHEMICAL EDGE									**minimum required by the Contract**
AERATE									**Specifications. Contract Specs are**
RE-SEED									**results-based not effort-based.**
IRRIGATION SYSTEM									
CHECK									**Please allow the pedestrian and bike**
ADJUST TIMING									**patrons the right-of-way and insure all**
									staff displays high level of courtesy and
GROUND COVER									
FERTILIZE									**friendliness.**
PRUNE									
WINTER MOW									
SHRUBS									
PRUNE									**HIGH RISE ADVANCED WARNING SIGNS**
FERTILIZE									**SHALL BE USED TO ANNOUNCE TO**
CULTIVATE									**PATRONS OF THE BIKEWAYS THAT YOUR**
									MAINTENANCE CREWS ARE PRESENT.
DEBRIS									
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT									
OTHER									
SEE SITE SPECIFICATION FOR ADDITIONAL DETAILS									
ADVANCED WARNING SIGNS REQUIRED ON ALL CITY MAINTENANCE CONTRACT SITES									

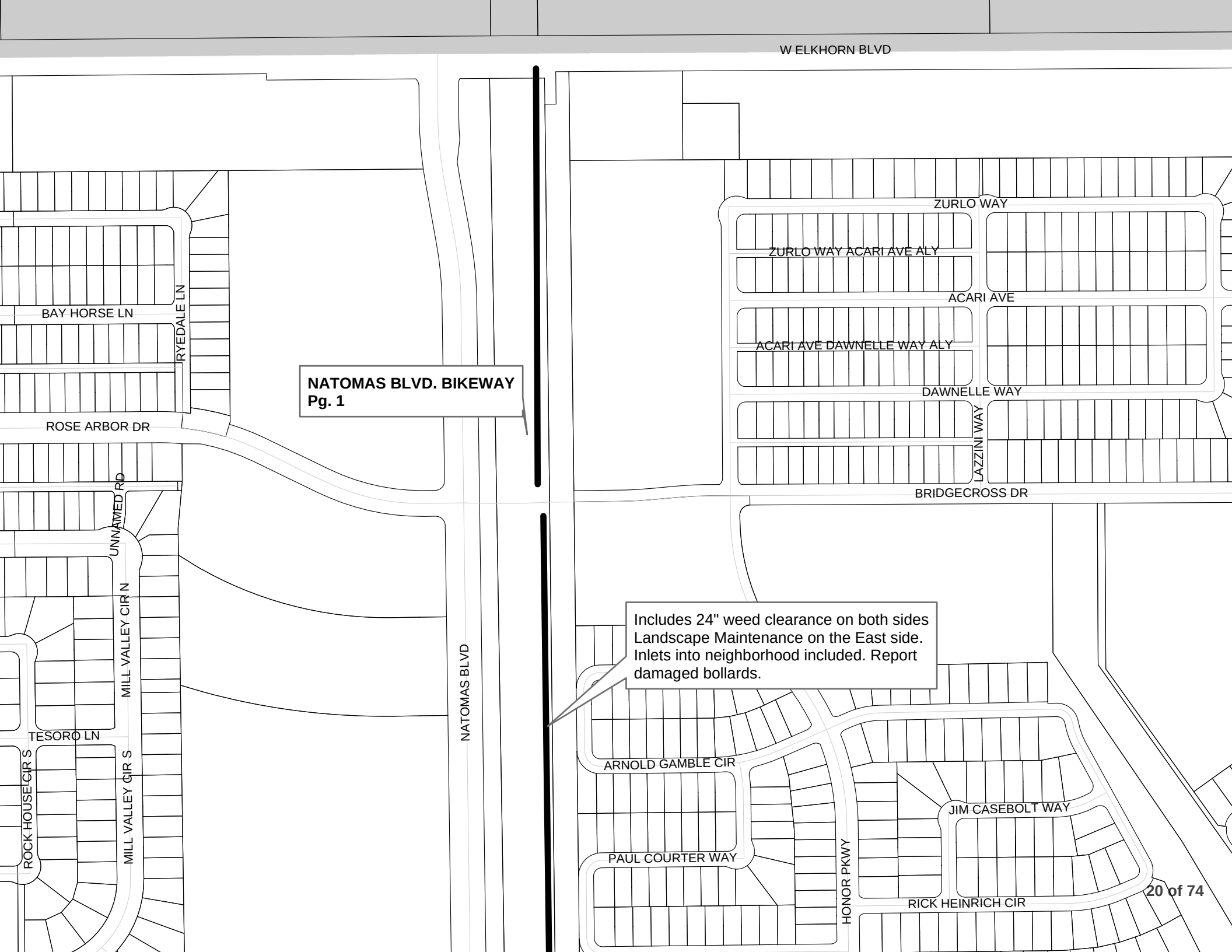
MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: **Natomas Blvd. Bikeway** SS#: 1720 AREA SIZE: _____ SQ FT. _____ ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATION*) Include both sides of paved bikeways for maintenance, 2' past tree lines or borders

Landscape Bikeway that runs North/South along the East side of the Natomas canal from Elkhorn Blvd to the end at the Business Park near McDonalds and Chevron at Innovator Dr.

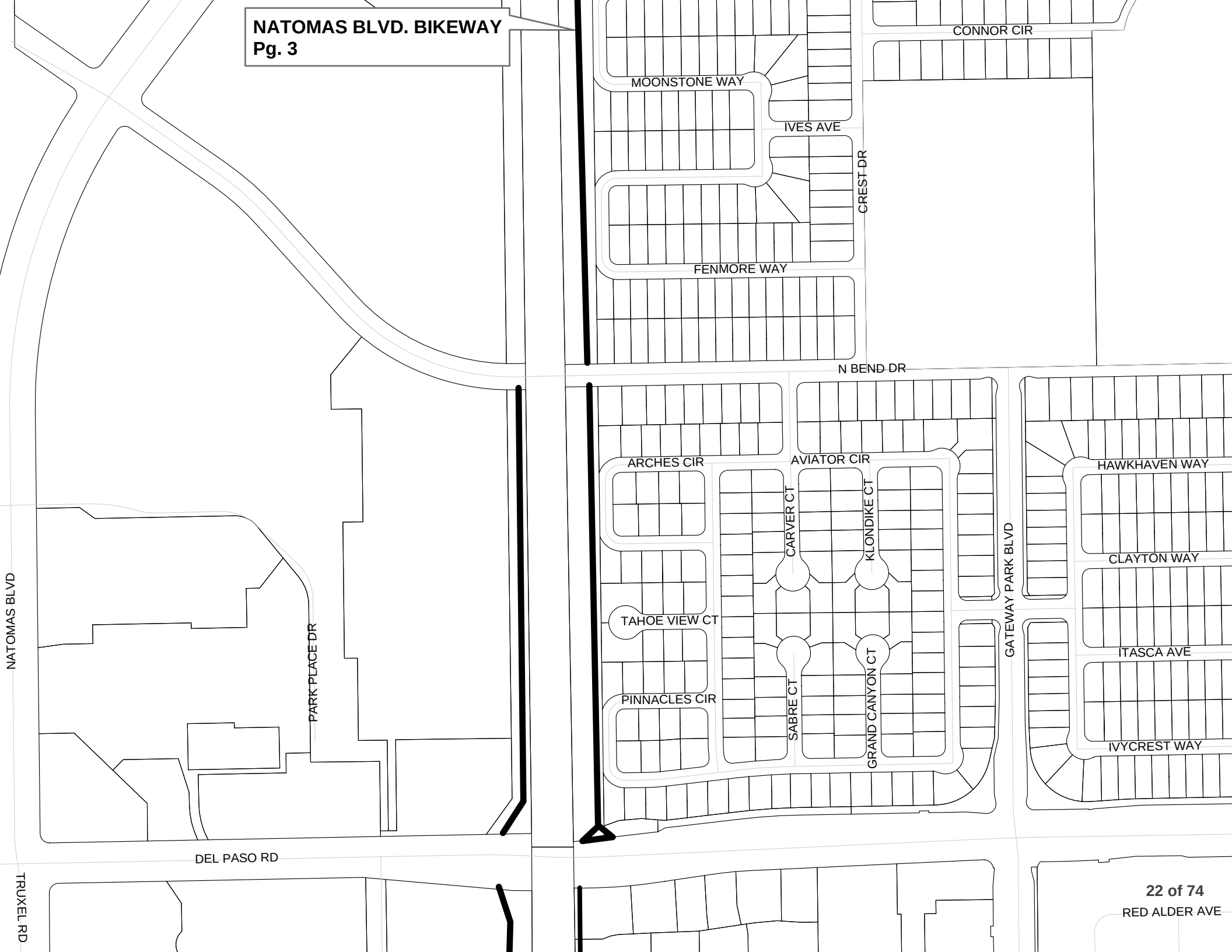
ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
IRRIGATION SYSTEM- bubbler system, it will be very important to visually check for leaks and report repairs. Replace broken lids as needed immediately.									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION WEEKLY
GROUND COVER									
FERTILIZE							**2**		March (slow release) Sept (cool season)
PRUNE							**2**		KEEP FROM GROWING ONTO CURB
WINTER MOW									LINES/ SIDEWALK LINES/BIKEWAY
SHRUBS- inlets into neighborhoods shall be kept at safe heights (below 36") year round and plants kept separated for transient clearance and safety									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		March (slow release) Sept (cool season)
CULTIVATE									SEPARATE PLANT SPECIES
DEBRIS- glass, rock and other debris shall be removed form the site weekly as you service									
LEAF PICK-UP									REPORT LARGE ITEMS OF DEBRIS TO
LITTER AND OTHER DEBRIS PICK-UP									THE STREETSCAPES INSPECTOR
TRASH RECEPTACLES									Contractor provides bags
WEED CONTROL- Keep Weeds and suckers clear around trees at all times									
HAND WEEDING									Keep moss free DG
PRE-EMERGENT/ POST-EMERGENT							**2**		Early March, Early May- Submit schedule
OTHER									
No plant material shall be allowed to grow onto or into the neighboring homeowners properties or on the walls- keep a walking clearance from the plant material.									
See master performance page regarding advanced warning signage. Bikeways patrons always have the right-of-way.									
Insure clearance is maintained around all trees on both East and West side of the trail and the irrigation is not vandalized. (new octoa- bubbles on trees at Del Paso entrance									

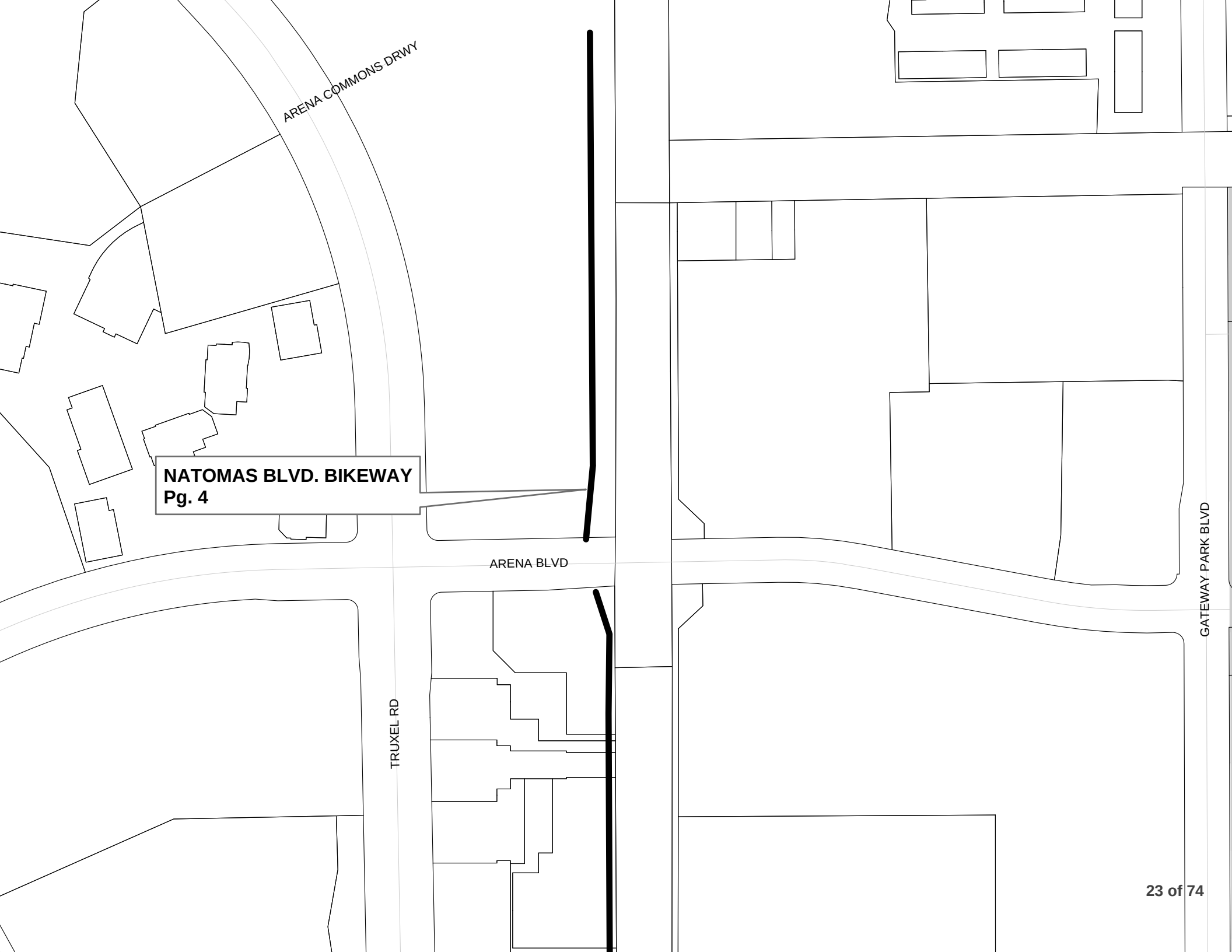


NATOMAS BLVD. BIKEWAY
Pg. 1

Includes 24" weed clearance on both sides
Landscape Maintenance on the East side.
Inlets into neighborhood included. Report damaged bollards.

NATOMAS BLVD. BIKEWAY
Pg. 2
NATALINO CIR
SPALETTA WAY
NICKMAN WAY
ALVOCA WAY
HARTONA WAY
REGENCY PARK CIR
CLUB CENTER DR
SHERINGTON WAY
NATOMAS BLVD
RAYMAR WAY
RAYMAR CT
NEW HAMPSHIRE WAY
ADAMSTOWNE WAY
BANFIELD DR
ANTON WAY
TRAMONTI CT
ROSEBRIAR CT
MINDEN WAY
CLOE CT
BISSETT WAY
NANTUCKET WAY
DANBROOK DR
CREST DR
AINGER CIR


NATOMAS BLVD. BIKEWAY
Pg. 3
CONNOR CIR
MOONSTONE WAY
IVES AVE
CREST DR
FENMORE WAY
N BEND DR
ARCHES CIR
AVIATOR CIR
CARVER CT
KLONDIKE CT
HAWKHAVEN WAY
CLAYTON WAY
GATEWAY PARK BLVD
TAHOE VIEW CT
ITASCA AVE
PINNACLES CIR
SABRE CT
GRAND CANYON CT
IVYCREST WAY
NATOMAS BLVD
PARK PLACE DR
DEL PASO RD
TRUXEL RD
RED ALDER AVE


ARENA COMMONS DRWY
NATOMAS BLVD. BIKEWAY
Pg. 4
ARENA BLVD
TRUXEL RD
GATEWAY PARK BLVD

MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: Park Place Trail SS#: 7080 AREA SIZE: _____ SQ FT. _____ ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATION*)

Trial runs on the West side of the canal from North Bend Drive to Del Paso Road along the Kohls Department store

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
IRRIGATION SYSTEM-									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION WEEKLY
GROUND COVER									
FERTILIZE							**2**		March (slow release) Sept (cool season)
PRUNE							**2**		
WINTER MOW									
SHRUBS									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		March (slow release) Sept (cool season)
CULTIVATE									SEPARATE PLANT SPECIES
DEBRIS- glass, rock and other debris shall be removed form the site weekly as you service									
LEAF PICK-UP									REPORT LARGE ITEMS OF DEBRIS TO
LITTER AND OTHER DEBRIS PICK-UP									THE STREETSCAPES INSPECTOR
WEED CONTROL- Keep Weeds and suckers clear around trees at all times									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT							**2**		Early March, Early May- Submit schedule
OTHER									
No plant material shall be allowed to grow onto or into the neighboring homeowners properties or on the walls- keep a walking clearance from the plant material.									
See master performance page regarding advanced warning signage. Bikeways patrons always have the right-of-way.									

PARK PLACE TRAIL
IVES AVE
CREST DR
FENMORE WAY
N BEND DR
ARCHES CIR
AVIATOR CIR
CARVER CT
KLONDIKE CT
HAWKHAVEN WAY
CLAYTON WAY
GATEWAY PARK BLVD
TAHOE VIEW CT
PINNACLES CIR
SABRE CT
GRAND CANYON CT
IVYCREST WAY
ITASCA AVE
NATOMAS BLVD
PARK PLACE DR
DEL PASO RD
TRUXEL RD
PARK PLACE SOUTH DR
GOLDEN ELM ST

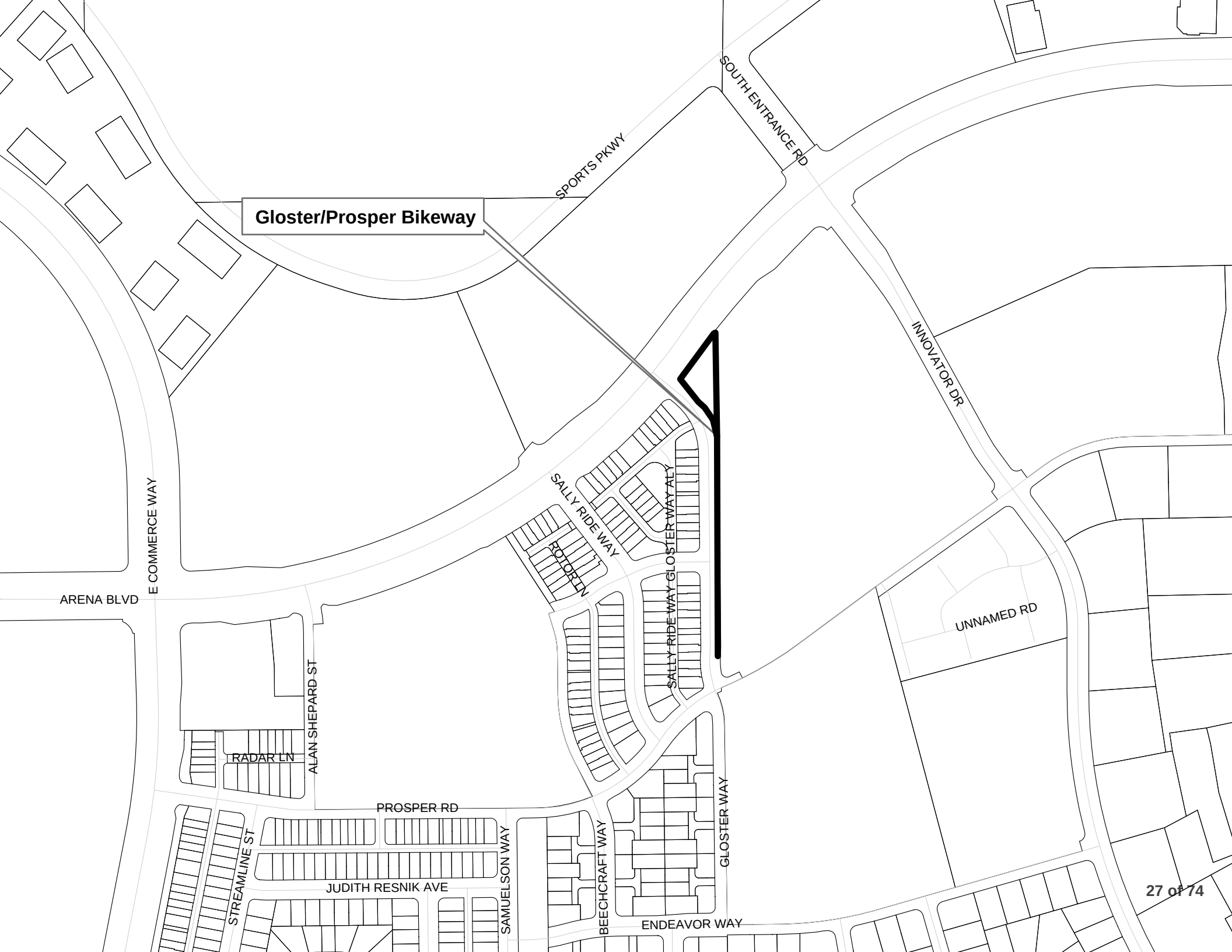
MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: **Gloster Prosper Trail** SS#: 7090 AREA SIZE: _____ SQ FT. _____ ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATION*)

Trail From on Gloster Way From Arena Blvd to Prosper Rd

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF- Turf are is included									
MOW									DIRECTIONAL CHANGE AS NEEDED
FERTILIZE							**6**		FEB, MAR, APR, JUN, AUG, OCT
MECHANICAL EDGE									(NO COMBO WEED AND FEED)
CHEMICAL EDGE									
AERATE							**1**		APRIL- SUBMIT SCHEDULE
RE-SEED								X	RUN IRRIGATION FOR BOUNDARY COVER
IRRIGATION SYSTEM									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION WEEKLY
GROUND COVER									
FERTILIZE							**2**		March (slow release) Sept (cool season)
PRUNE							**2**		KEEP FROM GROWING ONTO CURB
WINTER MOW									LINES/ SIDEWALK LINES
SHRUBS									
PRUNE							**6**		FEB, APR, JUN, AUG, OCT, DEC
FERTILIZE							**2**		March (slow release) Sept (cool season)
CULTIVATE									SEPARATE PLANT SPECIES
DEBRIS- glass, rock and other debris shall be removed from this site weekly as you service									
LEAF PICK-UP									REPORT LARGE ITEMS OF DEBRIS TO
LITTER AND OTHER DEBRIS PICK-UP									THE STREETSCAPES INSPECTOR
WEED CONTROL- keep weeds and suckers clear around trees at all times									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT							**2**		Early March, Early May- Submit schedule
OTHER									
Area is to be kept clean from gutter expansion joint to the rear border of site									
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE									
Bikeway patrons always have the right-of-way									


Gloster/Prosper Bikeway
SPORTS PKWY
SOUTH ENTRANCE RD
INNOVATOR DR
E COMMERCE WAY
ARENA BLVD
SALLY RIDE WAY
SALLY RIDE WAY GLOSTER WAY ALY
ROTOR LN
UNNAMED RD
ALAN SHEPARD ST
RADAR LN
PROSPER RD
STREAMLINE ST
SAMUELSON WAY
BEECHCRAFT WAY
GLOSTER WAY
JUDITH RESNIK AVE
ENDEAVOR WAY

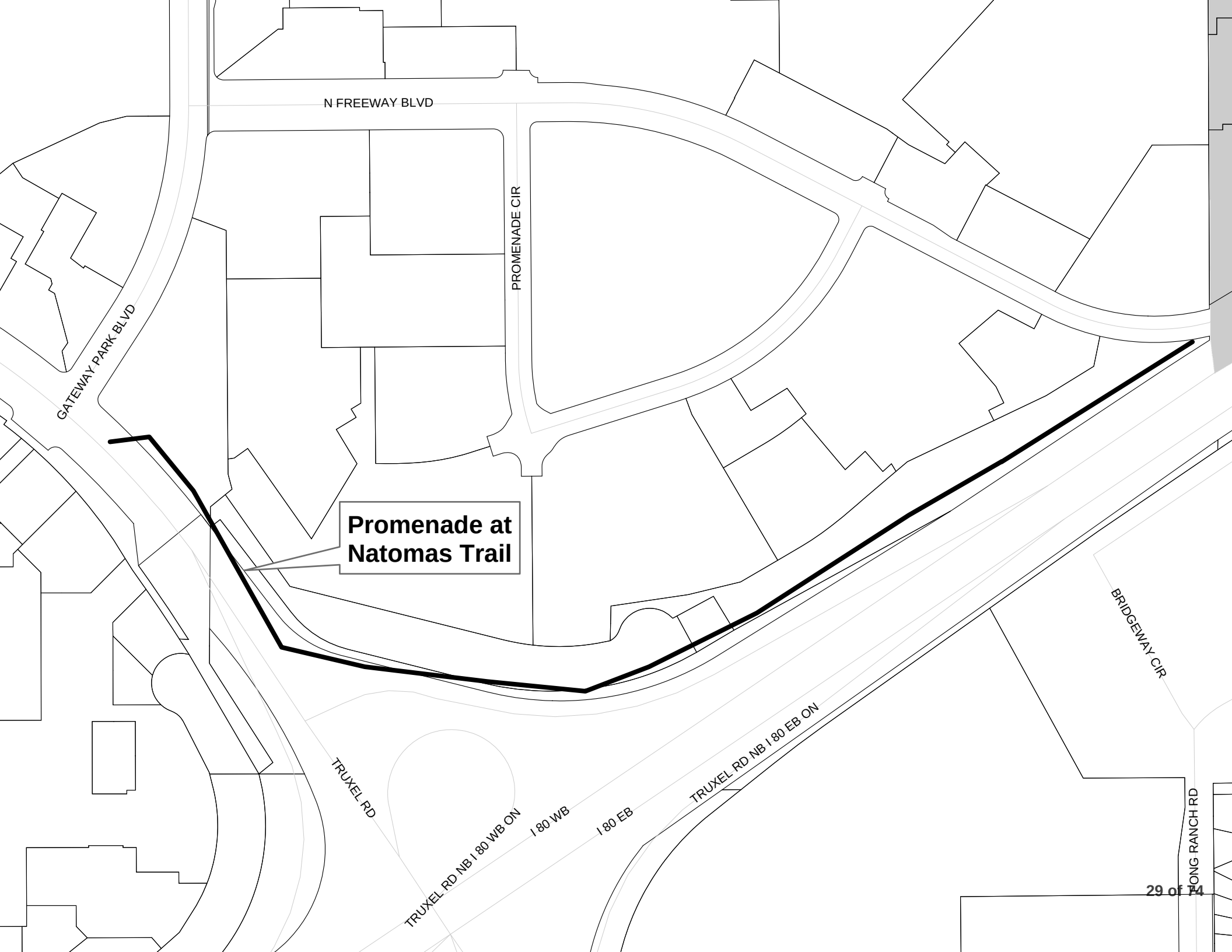
MAINTENANCE PERFORMANCE SCHEDULE

SITE NAME: **Promenade at Natomas Trail** SS#: 7100 AREA SIZE: _____ SQ FT. _____ ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATION*)

Entrance on Truxel Road south of Gateway Park Blvd (North side) and runs behind business park and along the I-80 Freeway/Canal

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									NO TURF
FERTILIZE									
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE									
RE-SEED									
IRRIGATION SYSTEM									
CHECK									
ADJUST TIMING									
GROUND COVER									
FERTILIZE									
PRUNE									
WINTER MOW									
SHRUBS									
PRUNE									
FERTILIZE									
CULTIVATE									
DEBRIS- glass, rock and other debris shall be removed from this site weekly as you service									
LEAF PICK-UP									REPORT LARGE ITEMS OF DEBRIS TO
LITTER AND OTHER DEBRIS PICK-UP									THE STREETSCAPES INSPECTOR
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT							**2**		Early March, Early May- Submit schedule
OTHER									
Keep entrance clear of weeds to the gutter expansion joint of the gutter and 8 feet along both sides of the entrance for a nice appearance as there is no development here									
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE									
Bikeway patrons always have the right-of-way, keep Blackberries at Truxel entrance pruned (3') three feet back of trail.									


N FREEWAY BLVD
PROMENADE CIR
GATEWAY PARK BLVD
Promenade at
Natomas Trail
BRIDGEWAY CIR
TRUXEL RD
TRUXEL RD NB I 80 WB ON
I 80 WB
I 80 EB
TRUXEL RD NB I 80 EB ON
TONG RANCH RD

MAINTENANCE PERFORMANCE SCHEDULE

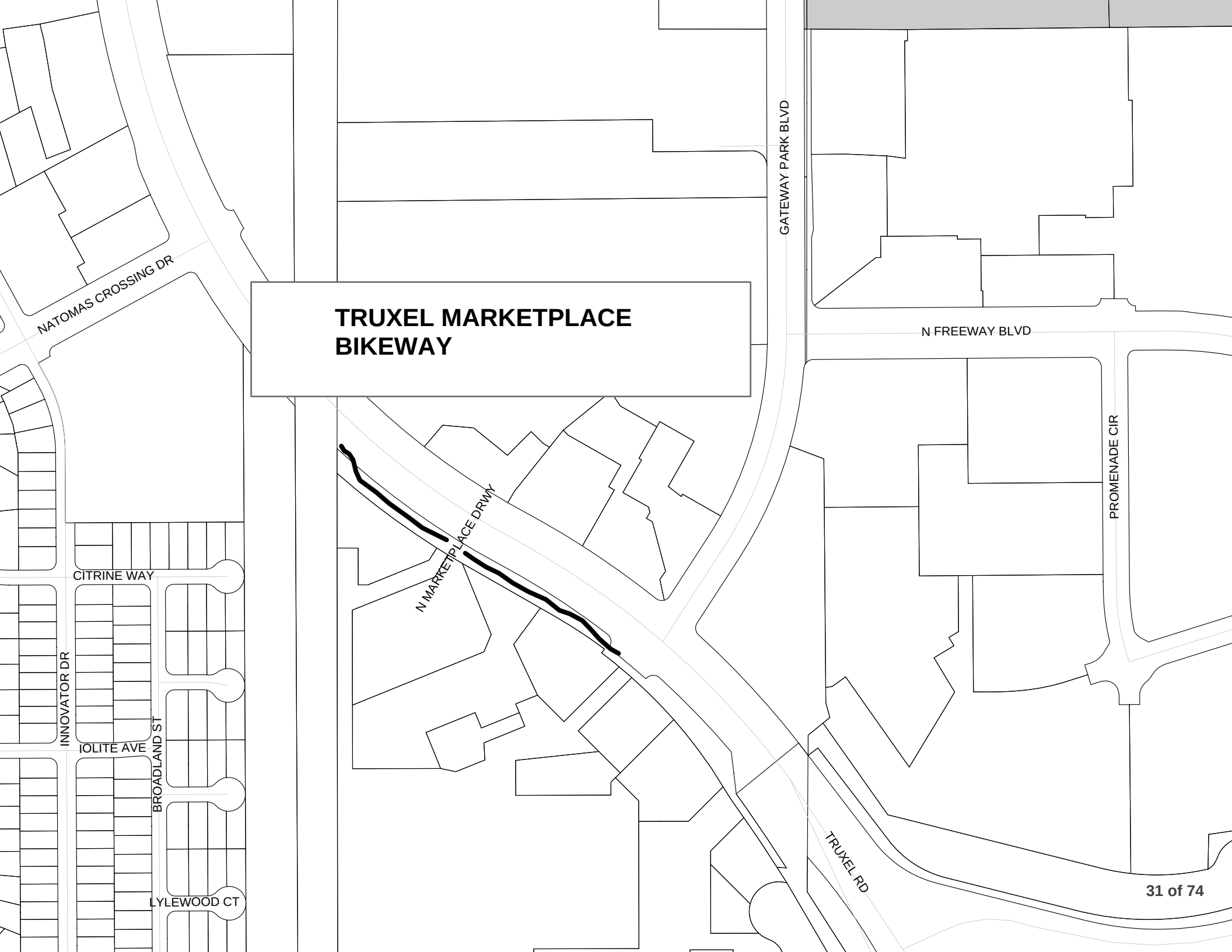
SITE NAME: **Truxel Marketplace** SS#: 7110 AREA SIZE: _____ SQ FT. _____ ACRES

(*SEE ATTACHED MAPS FOR REFERENCE TO LOCATION*)

West side of Truxel Road runs alongside the Natomas Marketplace shopping center (Shell gas station) to the Canal- see map

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
SITE SERVICED									
TURF									
MOW									NO TURF
FERTILIZE									
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE									
RE-SEED									
IRRIGATION SYSTEM									
CHECK									
ADJUST TIMING									
GROUND COVER									
FERTILIZE									
PRUNE									
WINTER MOW									
SHRUBS									
PRUNE									
FERTILIZE									
CULTIVATE									
DEBRIS- glass, rock and other debris shall be removed from this site weekly as you service									
LEAF PICK-UP									REPORT LARGE ITEMS OF DEBRIS TO
LITTER AND OTHER DEBRIS PICK-UP									THE STREETSCAPES INSPECTOR
WEED CONTROL									
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT							**2**		Early March, Early May- Submit schedule
OTHER									
KEEP ALL ADVANCED WARNING SIGNS WITHIN LINE OF SIGHT FOR COMPLIANCE									
Bikeway patrons always have the right-of-way, Keep area inspector informed of any damage to the asphalt.									

TRUXEL MARKETPLACE BIKEWAY



LANDSCAPE PRACTICES FOR SUSTAINABILITY

Contractors providing landscape maintenance service for the City are encouraged to employ sustainable landscape management practices, whenever practicable, including but not limited to, integrated pest management, plant material-cycling, low water volume irrigation, composting and use of mulch and compost.

All irrigation shall be in compliance with the City Water Ordinance, see Attachment A6 in LS10, for a copy of the ordinance.

Lawn mowing shall be done to a minimum height of two (2) inches, using a mulching type mower.

Bark mulch maybe supplied by the City's Urban Forest from their operations. In this case, the Contractor shall provide the labor only for possible pick up, delivery and spreading of the mulch.

Whenever possible, debris as a result of plant material clean up, weed removal or pruning shall be taken to a recyclable green waste facility.

Replacement plants for existing areas; Contractor shall provide suggestions to minimize waste by choosing species that are appropriate to the micro-climate species that can grow to their natural size in the space allotted them. Native and drought tolerant plants that require no or minimal watering once established are preferred

STANDARD WATER QUALITY SPECIFICATIONS

Water Quality Control

These requirements consist of regulations contained in the National Pollution Discharge Elimination System (NPDES) Stormwater Permit issued to the City.

1. Dust Control

The Contractor shall comply with all City and County of Sacramento air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes, specified in the Government Code. The Contractor shall be responsible for the control of dust within the limits of the project at all times including weekends and holidays in addition to normal working days. The Contractor shall take whatever steps are necessary or required by the Engineer to eliminate the nuisance of blowing dust **without causing sediment, debris or litter to enter the City storm drain system**.

2. Erosion, Sediment, and Pollution Control

The Contractor shall be responsible for controlling erosion and sedimentation within the limits of the project at all times during the course of construction including evenings, weekends and holidays in addition to normal working days. The Contractor shall prevent sediment and construction debris from entering the City storm drain system.

The Contractor shall provide the following erosion, sediment, and pollution control Best Management Practices (BMPs) when and where applicable (also see attached details):

1. Filter Bags in and Gravel bags around any storm drain inlets which receive runoff from the limits of the construction zone, including storage and staging areas. Alternative storm drain inlet protection BMPs can be used with approval of the Engineer.
2. Covering of material piles and/or gravel berm (or approved equal) around material piles as required to prevent migration of material to gutters or storm drains.
3. Gutter flow lines are to be kept unimpeded and free of soil, debris and construction materials at all times.
4. Stabilized construction entrance at any soil to concrete/asphalt interface used by Contractor vehicles and equipment.
5. Silt fences, fiber rolls or approved equal at any soil to concrete/asphalt interface at which soil may be washed onto the concrete/asphalt.

   Wash water, slurry and sediment from concrete or asphalt saw cutting operations shall not be allowed to enter the City storm drain system, but instead must be collected and disposed of, by the Contractor, in some manner approved by the Engineer.

   The Contractor is required to implement, at a minimum, the following housekeeping practices: site cleanup, solid waste management, material storage and delivery area, concrete waste management, and spill prevention and control.

6. Site Cleanup: The Contractor shall keep the project site clean and free of dust, mud, and debris resulting from the Contractor's operations. Daily clean up throughout the project shall be required as the Contractor progresses with the work. Extra precautions and clean up efforts shall be made prior to weekends and holidays.

Daily or as needed, all paved areas within the limits of the project shall be cleaned and free of sediments, asphalt, concrete and any other construction debris. The Contractor will not be allowed to clean sediment and debris from the street by using water to wash down streets. The streets will be allowed to be washed only after the streets have been thoroughly swept and/or vacuumed and inlet protection has been placed at all storm drain inlets to catch any remaining sediments from the streets.

Spillage of earth, gravel, concrete, asphalt, or other materials resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense. If site is not kept sufficiently clean the City will take measures to clean it and back charge the Contractor.

7. Solid Waste Management: Contractor shall maintain a clean construction site. Contractor shall provide designated areas for waste collection. The waste collection areas shall be leak-proof containers with lids or covers. Site trash shall be collected daily and placed in the disposal containers. The Contractor shall make arrangements for regular waste collection. The Contractor shall also regularly inspect the waste disposal areas to determine if potential pollutant discharges exist.

8. Material Storage and Delivery Area: Contractor shall provide one central material storage and delivery area (MSDA) for the duration of the project. This area shall be protected such that runoff will not be allowed to leave the MSDA site. The Contractor shall regularly inspect the MSDA site to ensure that any hazardous or non-hazardous materials have not spilled.

9. Concrete Waste Management: The Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated on-site area. Concrete wastes, including left-over concrete and material from washing out the concrete truck, shall not be disposed or washed into the storm drain system . If a designated on-site area is provided, the site shall be bermed to allow the concrete to dry. The dried concrete waste shall be removed and disposed of properly by the Contractor at his expense.

10. Spill Prevention and Control: The Contractor shall be responsible for instructing employees and sub-contractors about preventing spills of hazardous materials, including equipment fuel, and controlling spills if they occur. Proper spill control and cleanup materials and procedures shall be kept on site near the storage and equipment fueling areas and updated as materials change on site. Contractor will be held strictly responsible for the prevention, clean-up and consequences of any hazardous materials spills.

Throughout the duration of the project the Contractor will be required to inspect and maintain, in effective condition, all erosion, sediment, and pollution control BMPs before and after each storm event and as needed. The contractor shall immediately correct or replace any ineffective BMPs.

More information about control measures and housekeeping practices can be obtained by referring to the City of Sacramento's Administrative and Technical Procedures Manual for Grading, Erosion and Sediment Control available at 1395 35th Avenue, Sacramento, CA 95822.

The Contractor shall prepare and submit an erosion, sediment and pollution control plan (ESC Plan) to the Engineer for review, *(Note to project manager: section number may vary. Revise as needed.)* per Section I, Review of Contractor's Information, of these Special Provisions. The

submittal shall include a description of all erosion, sediment and pollution control BMPs proposed to be used to prevent sediment and other sources of pollution from entering the City storm drain system as well as a site plan showing their placement. The ESC Plan shall be submitted a minimum of 48 hours prior to start of the work. **The Contractor will not be allowed to begin work until an accepted ESC Plan is on file with the Engineer**. The erosion, sediment and pollution control plan shall be updated as necessary and re-submitted to the Engineer.

3. Enforcement

Per City Code Sections 15.88, 13.16 and 1.28, the Contractor shall be subject to Notices of Violation (NOVs) resulting in possible Stop Work Orders and Administrative Penalties of up to $4,999 per day for non-compliance of this section of the Special Provisions.

Per the State's Porter Cologne Water Quality Act, the Contractor shall also be subject to inspection by Staff from the Central Valley Regional Water Quality Control Board who have the authority to issue Notices of Violation (NOVs) and Penalties of up to $10,000 per day for non-compliance. The Contractor shall be liable for any fines issued to the project by the State or Federal Government for NPDES non-compliance due to Contractor negligence.

The City reserves the right to take corrective action and withhold the City's costs for corrective action from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.
Any fines, including third-party claims, levied against the Agency as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.

ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE

Title 12 STREETS, SIDEWALKS AND PUBLIC PLACES
Chapter 12.20 CLOSURE OF PRIMARY STREETS FOR CONSTRUCTION

12.20.010 Definitions.

The following terms used in this chapter shall have the meanings set forth below:

"City working hours" means 7:00 a.m. to 6:00 p.m., Monday through Friday, legal holidays excepted.

"Director" means the director of public works or utilities departments of the city of Sacramento or his or her authorized representative(s).

"Emergency repairs" means repairs to a utility facility located in or adjacent to a primary city street that must be performed immediately when the necessity arises to safeguard life or property or maintain continued operation of the facility.

"Facility" means a marked or otherwise identified underground or existing above-ground improvement or structure.

"Known facility" means any facility that can be observed visually, is marked correctly in the field or is shown correctly on any contract, plan or permit document.

"Person" means any person, firm, company or governmental agency, including any person performing work under a contract between the person and the city.

"Public Easement" means any easement or right-of-way owned or controlled by a public agency or by a public utility.

"Traffic engineering services office" means the office responsible for providing traffic engineering services for the public works department of the city of Sacramento, 1000 I Street, Suite 170, Sacramento, CA., phone (916) 264-5307, fax (916) 264-8404.

"Work" means all work performed under a notice to proceed for a private development project, a capital improvement project or other contract with the city or for which a revocable permit, encroachment or excavation permit or temporary street closure permit is required. Work also means all work performed without one or more of the aforementioned permits or authorizations, but for which one or more of the aforementioned permits or authorizations are required. (Ord. 2002-004 § 1, 2002; Ord. 98-002 § 2 (part): prior code § 25.04.069)

12.20.020 Closure of streets for work—Traffic control plan.

A. Except when performing emergency repairs, no person shall perform any work that will obstruct vehicular or pedestrian traffic on a city street unless a traffic control plan has been approved by the director.

B. Emergency repairs that obstruct vehicular or pedestrian traffic on a city street, shall be reported to the traffic engineering services office not later than one hour after the need for the emergency repairs is determined. If the emergency repairs obstruct vehicular or

pedestrian traffic on a city street outside of city working hours, the city traffic engineering services office shall be notified of the closure or obstruction not later than nine a.m. on the next working day.

C. All work requiring a traffic control plan shall conform to the conditions and requirements of the approved plan.

D. Where a traffic control plan is required, the approved plan must be available at the site for inspection by the director during all work.

E. If the director determines that actual traffic conditions under the approved plan are hazardous to public safety, the director may require the plan to be immediately modified. If the hazardous conditions cannot be eliminated by plan modification the director may require work under the plan to be stopped, and the plan suspended, until the safety hazard is remedied. (Ord. 2002-004 § 2, 2002: Ord. 98-002 § 2 (part): prior code § 25.04.069-1)

12.20.030 Traffic control plan—Requirements.

A. Application. Before approving a traffic control plan, the director shall require a written submission of a proposed traffic control plan that includes the following information:

1. The name and business address of the applicant.

2. A diagram showing the location of the proposed work area.

3. A diagram showing the location of areas where the public right-of-way will be closed or obstructed.

4. A diagram showing the placement of traffic control devices necessary to perform the work.

5. The proposed phases of traffic control.

6. The time periods when the traffic control will be in effect.

7. The time periods when work will prohibit access to private property from a public right-of-way.

8. A statement that the applicant will comply with the city's noise ordinance during the performance of all work.

9. A statement that the applicant understands that the plan may be modified by the director at any time in order to eliminate or avoid traffic conditions that are hazardous to the safety of the public.

B. Upon receiving a complete proposed traffic control plan, the director shall either approve, approve with modifications or disapprove the plan.

C. If the work to be performed under the approved traffic control plan is not commenced and completed within the times specified in the plan, the plan shall be deemed to

have expired, and shall be void, and a new plan shall be required prior to commencing or continuing work. (Ord. 2002-004 § 3, 2002: Ord. 98-002 § 2 (part): prior code § 25.04.069-2)

12.20.040 Maintenance of construction areas.

A. No person performing work shall cause any public right-of-way, public street, public property or public easement to be covered with construction related trash, debris, garbage, waste material or soil. Public rights-of-way, public streets, public property and public easements affected by work must be cleaned to the satisfaction of the director prior to re-opening these areas to the public.

B. Trench plates shall not be utilized for more than three calendar days in one location and temporary surfacing shall not be utilized for more than five calendar days in one location without prior written approval of director. (Ord. 2002-004 § 4, 2002)

12.20.050 Repair of traffic control systems.

All persons performing work shall repair or replace, to previous condition or better, all existing traffic control system markers or devices that are damaged or destroyed during work within three calendar days of the completion of work in the immediate area unless written direction extending the time period or relieving the persons performing work of this obligation is provided by the director. (Ord. 2002-004 § 5, 2002)

12.20.060 Care of existing known facilities.

All persons performing work shall take reasonable precautions not to damage or destroy existing known facilities. (Ord. 2002-004 § 6, 2002)

12.20.070 Public notification of work.

All persons performing work shall conform to any public notification requirements included in the permit, contract documents, or approved plans. If notification is required, at a minimum, persons performing work shall notify residents and businesses immediately adjacent to the project work in writing two working days in advance of beginning work. The notice shall be approved by the director, shall describe the work to be performed, the anticipated duration of construction, and the name and daytime telephone number of the person performing the work. (Ord. 2002-004 § 7, 2002)

12.20.080 Violation—Administrative penalties.

A. Administrative Penalties. The director may issue an order imposing an administrative penalty to any person violating any provision of this chapter.

1. Notwithstanding any contrary provision of this code, each day a violation of the following code provisions occurs shall constitute a separate violation, and shall be subject to a separate penalty:

a. Section 12.20.020(B).

b. Section 12.20.020(D).

c. Section 12.20.040.

d. Section 12.20.050.

e. Section 12.20.060.

f. Section 12.20.070.

2. Notwithstanding any contrary provision of this code, each fifteen (15) minute period that a violation of the following code provisions occurs shall constitute a separate violation, and a separate administrative penalty may be imposed for each violation:

a. Section 12.20.020(A).

b. Section 12.20.020(C).

3. The administrative penalty for each violation of any provision of this chapter shall be one thousand dollars ($1,000.00). Violations of a specific section of this chapter by the same person occurring during the same work but located in different blocks or located in the same block but occurring on different days or at different times on the same day shall constitute separate violations for which separate administrative penalty orders may be issued.

4. If a person performing work under a contract between the person and the city violates any provision of this chapter, the city may deduct the amount of any administrative penalties imposed hereunder from any funds otherwise payable to the person under the contract.

5. In addition to the aforementioned penalties, the city may withhold issuance of permits for encroachment or excavation in a city street (issued pursuant to Chapter 3.76 or Chapter 12.12 of this code) to any person receiving a final administrative penalty order for a violation of any specific provision of this chapter three times within a two year period; the city may withhold issuance of permits for a period of not longer than two years after said administrative penalty orders are final. Multiple administrative penalty orders issued for continuing violations occurring on the same calendar day shall be considered one administrative penalty order for purposes of this section.

B. Imposition of the Administrative Penalties. The administrative penalty order shall be imposed in accordance with the provisions of Section 1.28.010 of this code, and shall contain the following:

1. The name and address of the violating party, if known;

2. The location, date and time of the violation;

3. A description of the act(s) or condition(s) violating this chapter;

4. The amount of the administrative penalty, with instructions for submitting payment to the city;

5. A statement indicating that the administrative penalty may be appealed, in accordance with the provisions of Section 1.28.010(D)(4) of this code, by filing a written

notice of appeal with the city clerk no later than twenty (20) days after the order is issued to the violator;

6. A statement indicating that the order imposing the administrative penalty shall be final if it is not appealed within the time required;

7. A statement indicating that a party upon whom a final administrative penalty has been imposed may seek review of the order imposing the penalty pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6.

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 $ 40,800.00 **.**

2. **Billable Rates.**

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

3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONTRACTOR.**

A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

B. All invoices submitted by CONTRACTOR shall contain the following information:

(1) Job Name
(2) Description of services billed under this invoice, and overall status of project
(3) Date of Invoice Issuance
(4) Sequential Invoice Number
(5) CITY's Purchase Order Number
(6) Total Contract Amount
(7) Amount of this Invoice (Itemize all Reimbursable Expenses)
(8) Total Billed to Date
(9) Total Remaining on Contract
(10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

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

D. Requests for payment shall be sent to:

PW Maintenance Services Division
5730 24th Street, Bldg. 9
Sacramento CA 95822

Attn: Jeremy Medina

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

PRICING SCHEDULE
City of Sacramento
East Natomas Class 1 Bikeways

This bid is for ALL five (5) site locations on the attached performance schedules. All columns must be completed correctly for the bid to be considered responsive. The contract term is for one (1) year with the option to extend for two (2) optional years. The City reserves the right to add or delete locations to the scope of the work during the contract term.

LINE ITEM	LOCATION	FIRST YEAR SCHEDULED MAINTENANCE			SECOND YEAR SCHEDULED MAINTENANCE			THIRD YEAR SCHEDULED MAINTENANCE		
		MONTHLY PRICE	X	YEARLY PRICE	MONTHLY PRICE	X	YEARLY PRICE	MONTHLY PRICE	X	YEARLY PRICE
1	Natomas Blvd Canal Bikeway	1000	12	12000	1000	12	12,000	1000	12	12000
2	Park Place Bikeway	400	12	4800	400	12	4800	400	12	4800
3	Gloster/Prosper Bikeway	600	12	7200	600	12	7200	600	12	7200
4	Promenade at Natomas Bikeway	600	12	7200	600	12	7200	600	12	7200
5	Truxel Marketplace Bikeway	400	12	4800	400	12	4800	400	12	4800
TOTAL OF YEARLY SCHEDULED MAINTENANCE PRICES (*Sum of yearly prices for all locations, above*)		FIRST YEAR SCHEDULED MAINTENANCE SUBTOTAL		36,000	SECOND YEAR SCHEDULED MAINTENANCE SUBTOTAL		36000	THIRD YEAR SCHEDULED MAINTENANCE SUBTOTAL		36,000
REPAIR CREW RATES (*From total calculated on page "Repair Crew Rates"*)		CREW RATES TOTAL		4800	CREW RATES TOTAL		4800	CREW RATES TOTAL		4800
YEARLY TOTAL (*Sum of Maintenance Subtotal and Repair Crew Rates, above*)		**FIRST YEAR TOTAL**		40,800	**SECOND YEAR TOTAL**		40800	**THIRD YEAR TOTAL**		40,800

BID TOTAL (*Sum of First, Second, and Third Year Totals*) 122,400

COMPANY: Roush Landscape Services	SIGNATURE: [illegible]	DATE: 5/18/15

REPAIR CREW RATES
City of Sacramento Streetscapes

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

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

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

Item #1 – **GENERAL GARDENING CREW RATE** **(TWO PERSON CREW)**

Provide general gardening services, as required, i.e. plant and special cleanups, pruning and work as such. $ 30 per hour

Item #2 – **SPECIALTY IRRIGATION RATE** **(IRRIGATION TECHNICIAN ONLY)**

Provide irrigation repair for valves, solenoids, controllers, lateral and main line breaks and sprinkler replacement. If a helper is required, one and a half (½) times of the General Gardening Crew Rate will be used. **Helper rate must be pre Authorized by Inspector.** $ 30 per hour

Item #3 – **EMERGENCY RESPONSE**

In the event and immediate response is required outside normal working hours of 7:30am to 4pm, Monday to Friday, the Streetscapes inspector may authorize an Emergency PER CALL RATE OF NOT TO EXCEED ONE AND ONE HALF (1 ½) TIMES THE HOURLY SPECIALTY IRRIGATION RATE.

#4 – **PERCENTAGE MARKUP ON MATERIALS**

Percentage increase over the best/lowest cost, including Contractor discounts, paid by Contractor for materials approved for replacement or installation. PERCENTAGE MARKUP SHALL NOT BE USED FOR DUMP FEES, EQUIPMENT RENTALS OR ANY OTHER NON-MATERIAL ITEMS. 0 %

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

General Gardening Crew Rate(*Item # 1)* x 80 hours = $ 2400
Specialty Irrigation Rate (*Item # 2*) x 80 hours = $ 2400
Materials Markup (*Item # 4)* x $7,000 = $ 0 *(amount of mark up only)*

(TOTAL) $ 4800

ENTER ABOVE TOTAL ON THE MAINTENANCE PRICING SCHEDULE PAGE WHERE INDICATED

8/11/14

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

✓ Not furnish any facilities or equipment for this Agreement;

or

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

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. **Independent Contractor**.

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

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

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

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

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

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento

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

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

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

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

9. Term; Suspension; Termination.

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

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

10. Indemnity.

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

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

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

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. 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-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or

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

[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.

SECTION III – REQUIREMENTS

H. BID SIGNATURE PAGE

BID NO: B 15/516 81045

FOR SERVICES/SUPPLIES: East Natomas Class 1 Bikeways

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, General Provisions and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Richard Roush

ADDRESS: 9989 Sterling Park Dr. Sac 95827

PHONE #: 916-835-2569 FAX #: 916-366-6046 E-MAIL: roushlandscape@sbcglobal.net

STATE TAX I.D. #: 275-4770-2 FED. TAX I.D. #: 94-2635856

City of Sacramento Business Operation Tax Certificate #: 148452
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY *(check one)*: X Individual/Sole Proprietor ____ Partnership
____ Corporation ____ Limited Liability Company
____ Other (*please specify:* ____)

BY: (signature of authorized person) [signature]

PRINT NAME: Richard Roush

TITLE: Owner

(Form Approved by City Attorney 9-17-12)

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

(Form Approved by City Attorney 9-17-12)

E. DRUG FREE WORKPLACE POLICY AND AFFADAVIT

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

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

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Establishing a Drug-Free Awareness Program to inform employees about:

   a. The dangers of drug abuse in the workplace.
   b. The contractor's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance program.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:

   a. Abide by the terms of the statement.
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.

4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.

5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:

   a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

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

EXCEPTION: _____ _____ _____

Date **Violation Type** **Place of Occurrence**

If additional space is required use back of this form.

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

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

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

CONTRACTOR'S NAME: Richard Roosh

BY: _____ Owner **Date:** 5/18/15

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.

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: **January 01, 2014**
EXPIRES: December 31, 2015

PEST CONTROL BUSINESS MAIN LICENSE

LICENSE NO. 31003

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address

ROUSH LANDSCAPING SERVICES
9989 STIRLING PARK DR
SACRAMENTO, CA 95827

Business Location

ROUSH LANDSCAPING SERVICES
9989 STIRLING PARK DR
SACRAMENTO, CA 95827

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE – ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

F. ITEMS REQUIRING BIDDER RESPONSE

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

1. 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.

A. LOCAL BUSINESS ENTERPRISE (LBE)

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

[✓] **YES** - the firm submitting the bid is qualified as a local business enterprise.

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

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

148952

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*:

3770 Bredview Dr
Sac. Ca. 95827

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

2. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [ ] or No [✓] (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

3. <u>ELECTRONIC FUNDS TRANSFER (EFT) (informational only):</u>

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

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

CERTIFICATION OF ENVIRONMENTALLY PREFERABLE PRODUCTS

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

The Contractor, by accepting this contract, agrees that its products and services do not contain any prohibited items, ingredients or components delineated in the City of Sacramento Landscape Maintenance Specifications and Provisions, referred to as LS14.

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

Certification

I,_____ (name of certifier), as the officer or employee responsible for the performance of this contract, hereby certify that the deliverables associated with this contract meet the minimum SP/EPP attributes outlined in the Purchase order, solicitation's specifications and _____'s bid or proposal.

Name of Contractor/Bidder/Offeror: Richard Rose

Address:

9989 Sterling Park Dr. Sac 95827

PO/Bid/Contract #

B15 15 16 81045

Print name and Signature of Bidder or Offeror

Richard Rose

Date: 5/18/15

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

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

Name of Contractor: Richard Roush

Address: 9989 Sterling Park Dr. Sac 95827

Name of City Contract: East Natomas Class I Bike Trail

Contracting Department: DOT

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

1. I have read and understand the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitation for the performance of Landscape Maintenance services under a City contract.

2. As a condition of receiving the City contract, I agree to fully comply with the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE.

3. I acknowledge and agree that the STANDARD WATER QUALITY SPECIFICATIONS, the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE, and this Declaration shall constitute part of my City contract.

4. I further acknowledge and agree that any violation of the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE constitutes a material breach of my City contract, and that, if such a breach occurs, the City will be authorized to terminate the contact, and pursue all available legal and equitable remedies.

5. I will defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE by me or by any subcontractor retained to perform work or provide services under my City contract.

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

Signature of Authorized Representative

Date: 5/18/15

Print name: Richard Roush

Title: Owner