

Meeting Date: 12/15/2015

Report Type: Consent

Report ID: 2015-01090

Title: Agreement: Convention Center Complex Landscape Services

Location: District 4

Recommendation: Pass a Motion 1) awarding a Non-Professional Services Agreement for landscape services at the Sacramento Convention Center Complex to California Landscape Associates, Inc. with an initial term from January 1, 2016, to December 31, 2018, with up to two additional one-year extension options for a total not-to-exceed amount of \$150,000; and 2) authorizing the City Manager, or his designee, to execute the Non-Professional Services Agreement with California Landscape Associates, Inc., including any extensions or amendments thereto.

Contact: Steven Sakakihara, Administrative Analyst, (916) 808-7146; Dan Goodwater, Project & Facilities Manager, (916) 808-7668, Convention & Cultural Services Department

Presenter: None

Department: Convention & Cultural Services

Division: Conv Ctr Operational Admn

Dept ID: 17001151

Attachments:

1-Description/Analysis

2-Background

3-Non-Professional Services Agreement with California Landscape Associates, Inc.

City Attorney Review

Approved as to Form

Maila Hansen

12/7/2015 5:19:09 PM

Approvals/Acknowledgements

Department Director or Designee: Jody Ulich - 11/24/2015 11:28:57 AM

Description/Analysis

Issue Detail: The current agreement for landscape services for the Convention Center Complex will be fully expended by December 31, 2015. Following the use of an Invitation for Bid (IFB) process, staff recommends awarding an agreement for landscape services at the Convention Center Complex to California Landscape Associates, Inc.

Policy Considerations: The recommendations in this report are consistent with the provisions of Sacramento City Code Chapter 3.56: Purchasing of Supplies and Services.

Economic Impacts: None.

Environmental Considerations: The report does not constitute a “project” and is therefore exempt from the California Environmental Quality Act (CEQA) [CEQA Guidelines Section 15378(b)(2)].

Sustainability: None.

Commission/Committee Action: None.

Rationale for Recommendation: Three companies submitted responsive bids in response to IFB No. B16171131004 for the Convention Center Complex landscape services. The evaluation of the bids was based on the total cost of the initial three-year term, with the bidders providing a not-to-exceed percentage increase for Years 4 and 5. California Landscape Associates is the lowest responsive and responsible bidder, as shown in the Background (Attachment 2).

Financial Considerations: The initial year of this agreement is for an approximate amount of \$27,430. Sufficient funding for this agreement has been included in the Fiscal Year 2015/16 approved operations budget. Funding for the following years is subject to sufficient funding available in the approved budget for the applicable fiscal years.

Local Business Enterprise (LBE): California Landscape Associates is a LBE.

Background

On October 9, 2015, the City posted an Invitation for Bid (IFB) No. B16171131004 to obtain a contractor to provide landscape services for the Convention Center Complex for an initial period from January 1, 2016 to December 31, 2018, with the option for two additional one-year extensions.

On November 4, 2015, the City received three bids that were evaluated based on the total cost of the initial three-year term, with the bidders providing a not-to-exceed percentage increase for Years 4 and 5. Based upon the evaluation, and as shown in the Bid Analysis below, staff recommends awarding the agreement to the lowest responsive and responsible bidder, California Landscape Associates, Inc. The total amount of the agreement, including the two optional one-year extensions, will not exceed \$150,000.

For Years 4 and 5, California Landscape Associates, Inc. proposed a 2% increase for each year.

BID ANALYSIS

BID B16171131004 – CONVENTION CENTER COMPLEX LANDSCAPE SERVICES

	California Landscape Associates, Inc.	New Image Landscape Company	Parker Landscape Development
Year 1	\$27,430	\$47,950	\$62,240
Year 2	\$27,430	\$49,400	\$62,240
Year 3	\$27,430	\$50,882	\$62,240
Prompt Payment Discount	\$0	\$0	\$0
Total Bid Amount	\$82,290	\$148,232	\$186,720
Year 4 Percentage Increase	2%	5%	5%
Year 5 Percentage Increase	2%	5%	5%

PROJECT #: B16171131004
PROJECT NAME: Convention Center Complex Landscape Services
DEPARTMENT: Convention & Cultural Services (CCS)
DIVISION: Convention Center

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

California Landscape Associates, Inc.
8330 Galena Avenue
Sacramento, CA 95828
Ph: (916) 381-9999 xt. 200 / Fax: (916) 381-9990

("CONTRACTOR"), who agree as follows:

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

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

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the

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

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
6. **Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements. In addition, for services that constitute "public works" under California Labor Code section 1720 et seq., payment of the prevailing rate of wages is required as indicated in Exhibit A, Section 4 of this Agreement. If both prevailing wage and living wage requirements apply, CONTRACTOR shall pay the higher of the two rates.
7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: Jody Ulich

Title: CCS Director

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:

California Landscape Associates, Inc.
NAME OF FIRM

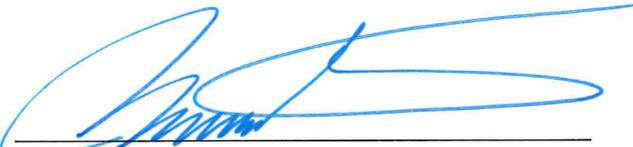
68-0178260
Federal I.D. No.

347-8548-5
State I.D. No.

64809
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

TODD F. MANNING - PRESIDENT
Print Name and Title

Additional Signature (*if required*)

Print Name and Title

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor:

California Landscape Associates, Inc.

Address:

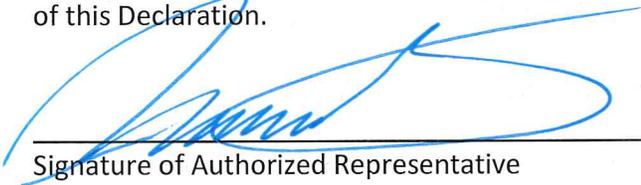
8330 Galena Ave., Sacramento, CA 95828

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

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

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

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



Signature of Authorized Representative

Date: 11-25-15

Print name: JODD MARRAS

Title: PRESIDENT

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor:

California Landscape Associates, Inc.

Address:

8330 Galena Ave., Sacramento, CA 95828

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

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

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

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

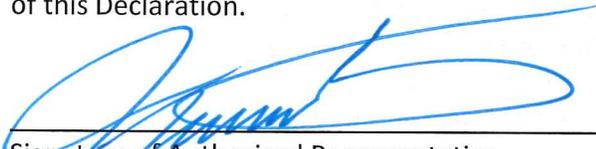
discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

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

employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

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



Signature of Authorized Representative

Date: 11-25-15

Print name: TODD MANGRIS

Title: PRESIDENT

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

*Dan Goodwater, Projects & Facilities Manager
City of Sacramento Convention Center*

1030 - 15th Street, Suite 100, Sacramento, CA 95814

Ph: (916) 808-7668 / Fax: (916) 808-7687 / E-mail: DGoodwater@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:

Todd Marentis, President

California Landscape Associates, Inc.

8330 Galena Ave., Sacramento, CA 95828

Ph: (916) 381-9999 xt. 200 / Fax: (916) 381-9990 / E-mail:toddsnet@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.**

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 from January 1, 2016 through December 31, 2018, with the option for two possible one-year extensions at the sole discretion of the CITY.

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

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

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

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

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

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 \$ 150,000.

2. **Billable Rates.**
CONTRACTOR shall be paid for the performance of Services on the rates 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:

*City of Sacramento Convention Center
1030 - 15th Street. Suite 100
Sacramento, CA 95814*

Attn: Dan Goodwater

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.

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*]:

Reasonable access to the Convention Center Complex according to Services mentioned in Attachment 1 to Exhibit A.

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

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

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

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

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

7. CONTRACTOR Information.

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

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

9. Term; Suspension; Termination.

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

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

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

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of

activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

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

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

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

- (3) Workers’ Compensation Insurance with statutory limits, and Employers’ Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers’ Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

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

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

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

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento

c/o Ebix RCS

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

PO Box 257

Portland, MI 48875-0257

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

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

F. Subcontractors

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

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

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
 - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
 - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

EXHIBIT E
LIVING WAGE REQUIREMENTS
(Nonprofessional Service Agreement)

The Living Wage Ordinance

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

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

Contracts and Contractors Covered by the LWO

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

Contract Type

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

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

Contract Amount

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

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.¹

Subcontract Amount

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

Subcontractor Size

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

Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.²

¹ The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-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

Attachment B



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

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

The included employee benefits are:

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

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

You May . . .

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

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

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

Attachment 1 to Exhibit A

CITY OF SACRAMENTO
SACRAMENTO CONVENTION CENTER COMPLEX

LANDSCAPE MAINTENANCE SERVICES
GENERAL SPECIFICATIONS AND PROVISIONS
LMS15-1

October 2015

**CITY OF SACRAMENTO
SACRAMENTO CONVENTION CENTER COMPLEX**

**LANDSCAPE MAINTENANCE SERVICES
GENERAL SPECIFICATIONS AND PROVISIONS
LMS15-1**

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SERVICES TO BE PROVIDED

GENERAL PROCEDURES

SERVICES

Services may include, but will not be limited to the following: mowing and edging; approved watering landscape plants; fertilizer application; weed, pest and disease control; approved method and techniques used for pruning shrubs and trees; chemical controls, turf aerification; trash, leaf and debris control; ground cover care; irrigation systems maintenance; tree staking; immediate reporting of vandalism and/or safety hazards to Inspector. It will be the Contractor's responsibility, without further direction from the City, to meet all contract requirements in this agreement.

1. GENERAL WORK REQUIREMENTS

- 1.01 Work to be performed comprises general horticultural maintenance, the operation of manual and automatic irrigation, cleanup of landscape areas as designated in the attached list of locations and, when necessary, repairs of irrigation systems and replacement of plant materials. Requirements vary by location depending upon the landscaping present. No irrigation modifications or vandalism repairs or plant material replacements are to be made without prior approval of the Landscape Inspector (City representative).
- 1.02 The work to be performed shall be by a Landscape Maintenance Contractor, licensed by the State of California with a C27 license, insured and bonded to do business in the City of Sacramento. Contractor shall have at least two (2) years actual experience in providing landscape maintenance services for commercial and/or governmental entities.
- 1.03 It is the Contractor's responsibility, without further direction from the Inspector (except as specified herein), to assure all work is being done per specifications. Contractor shall inspect every site a minimum of once per week, regardless of minimum requirements stated on the Maintenance Performance Schedule (see Attachment A1).
- 1.04 The Contractor will be required to have a twenty four (24) hour emergency phone number where he/she can be reached with no more than a sixty (60) minute delay in call back time. Once notified Contractor shall respond to an emergency within six (6) hours.

- 1.05 Contractor shall have fully trained and competent employees who can use power equipment safely, prune trees and shrubs and install plants. The installation of plant materials will be in accordance with the techniques as defined in the current edition of the "Sunset Western Garden Book." Any plant material installed by Contractor shall have a 45-day warrantee period.
- 1.06 The Contractor must have a full time employee who can competently work on irrigation systems, including the testing, rebuilding and/or replacement of valves, controllers and main irrigation line breaks.
- 1.07 The Contractor shall have a full time staff employee who has a valid Agricultural Pest Control license or Maintenance Gardeners license and who is registered at all times with the Sacramento County Agriculture Commissioner.
- 1.08 The Inspector will make regular inspections of contract sites. Contractor shall meet as required with the Inspector (see Attachment A1) to review a Landscape Maintenance Inspection Report (see Attachment A4) and visit any sites deemed necessary for review with Inspector.
- 1.09 Contractor shall be aware of and shall comply with City ordinances governing landscape maintenance work as applicable to individual locations being maintained.
- 1.10 The Contractor shall be responsible for maintaining local property access and access to existing public cross-streets within the limits of this contract.
- 1.11 The Contractor shall be responsible for the safety of traffic, and within the project limits and on the approaches to the project.
- 1.12 The Contractor shall provide 24-hour advance notification to the Inspector of any property location to which the existing access will be closed for a period of time exceeding two (2) hours. Notification may be verbal to the occupant of the property or by written notice by mail or email to the inspector.
- 1.13 Should lane closures be necessary during the term of this agreement, Contractor will obtain the necessary permits and equipment at no additional charge to the City. Lane closure shall not be allowed without the proper use of advance warning devices, signs and flag person(s) in conformance to these provisions. At the completion of each working day, all existing lanes of traffic shall be open to traffic. Provisions must be made for the uninterrupted passage of emergency vehicles through the work site at all times, regardless of the controlled traffic conditions existing at that time.

- 1.14 The Contractor shall do all traffic lane closure work as specified herein at no additional cost to the City.
- 1.15 For information and to obtain permits for lane closures contact the City Traffic Engineer.

2. **DESCRIPTION OF WORK**

- 2.01 Area/Maintenance Service Changes - The City reserves the right to add, delete or change areas and/or maintenance services under this contract and may do so upon giving written notification to Contractor. If these changes cause an increase or a reduction in the maintenance costs of this contract, said costs shall be readjusted and, when agreed upon, incorporated into this contract. Contractor shall receive documentation from the Project Manager regarding any amendments.
- 2.02 The City reserves the right to provide the Contractor with supplies and materials such as irrigation components and plant materials, which the Contractor shall install at the hourly rate bid.
- 2.03 A general Maintenance Performance Schedule is provided and is incorporated into this agreement (see Attachment A1). Individual maintenance activities shall conform to the following standards:
- a. The Contractor shall maintain the landscape area in a clean, healthy and well groomed condition. All of the Contractor's work shall be performed in a professional manner, using equipment in good condition and quality materials.
 - b. Contractor shall provide the labor, materials, transportation and equipment necessary in order to provide landscape maintenance services as specified. Contractor shall provide a level of service at whatever frequency is necessary in order to provide the professional services expected, even if the frequency of service exceeds the minimum required by the City. **It is required that Contractor inspects each landscape site at a minimum of once per week.**
 - c. Contractor is hereby required to render and provide landscape and grounds maintenance services including, but not limited to, the maintenance of turf, ground cover, the pruning of trees and shrubs; removal of litter, leaves and debris from the entire site and dispose at an appropriate landfill; provide weed, disease and pest control; fertilizer applications; operate and maintaining specified components of irrigation systems and the maintenance of any appurtenant structures and equipment pursuant to specifications and frequencies established by the City, as set forth herein.

Typical areas to be maintained are defined as:

Landscape for City Buildings: for entire area as detailed in the
Maintenance Performance Schedule (Attachment A1)

- d. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover, turf areas, trees or shrubs. Any debris or litter which collects as a result of inclement weather or flooding, shall be removed during the next scheduled service day.
- e. The Contractor recognizes that, during the course of this Agreement, other activities and operations may be conducted by City and/or other contracted parties. These activities may include, but not be limited to, events held at the facilities, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Contractor may be required to modify or curtail certain of its operations and shall promptly comply with any request therefore by the Inspector. To the extent that any such modifications may alter the specifications in the agreement, the City will evaluate the need to amend the contract.
- f. If a scheduled service day falls on a Federal, State or City holiday, Contractor must provide scheduled service within two days before or after the holiday unless other arrangements have been approved by Inspector.
- g. In case of equipment failure, Contractor will schedule services within two days of said failure upon approval of Inspector.
- h. The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the Inspector for specialty type maintenance as set forth Section 2.04 or, in the Contractor's Service Schedule as set forth in Section 9.02.

2.04 Contractor shall notify the Inspector within 48 hours prior to the date and time of all "Specialty Type" maintenance operations as listed in the annual schedule. "Specialty Type" operations are defined below as:

- a. Turf renovation/aeration/reseeding
- b. Micro-nutrients/soil amendments
- c. Use of pesticide/herbicide control chemicals
- d. Other items as determined by the Inspector

3. SITES TO BE MAINTAINED

3.01 Landscape Services to be provided by Contractor in the following locations:

- a. Convention Center and Community Center Theater – All out-door landscaping on the grounds within the blocks surrounded by “J” Street to the North, 13th Street between “J” and “L” Streets to the West, “L” Street between 13th and 14th Street to the South, 14th Street between “L” and “K” Streets to the East, “K” Street between 14th and 15th Streets to the South, and 15th Street between “K” and “J” Streets. (See diagram for further clarification, Attachment A3.) Contractor responsible for landscape maintenance within the designated area defined above, including the second and third terrace levels of the Convention Center building. Contractor is responsible for all landscaping not to exceed fifteen (15) feet in height.
- b. Memorial Auditorium grounds – All out-door landscaping on grounds within the block surrounded by “I” Street to the North, “J” Street to the South, 15th Street to the West, and 16th Street to the East. Contractor is responsible for all landscaping not to exceed fifteen (15) feet in height including any plants in pottery containers.
- c. Empty Lot – North East corner of H and 14th Streets. Lot, median and gutter in need of periodic weed abatement, mowing, and general cleaning as needed; but not less than once monthly. There is no irrigation at this location.

3.02 The sites to be maintained under the provisions of this Agreement will be examined by the Contractor prior to submitting a bid. The Contractor will be initially accepting each service area in their present physical condition. In addition, no further demands may be made by the Contractor for additional service fees due to the lack of understanding concerning the specifications and scope of work described herein.

3.03 The Contractor shall take adequate measures to insure that their operations do not harm any existing underground facilities. The toll-free number for Underground Service Alert (U.S.A.) is (800) 227-2600. The Contractor is required to call this number two working days in advance of performing excavation work.

4. UNSCHEDULED / EXTRA WORK

4.01 All extra work must be authorized by the Inspector. The Inspector may authorize the Contractor to perform additional work, including but not limited to, repairs and replacements when the need for such work

arises. Should such repairs or replacements be necessary as a result of Contractor's negligence, Contractor will be responsible for completing such repairs or replacing damaged property at no additional cost to the City.

4.02 Contractor may not change the regular maintenance schedule or work force to perform unscheduled/extra work unless authorized by the Inspector.

4.03 In order to be considered for extra work projects both in and outside of their contracted sites, the Contractor must maintain their landscape maintenance sites in a manner that meets or exceeds City Standards for landscape maintenance. In all cases the Inspector will determine standards.

4.04 Prior to performing any additional work, the Contractor shall give a verbal or written estimate of labor and materials to the Inspector. No work shall commence without a verbal or written estimate. Within forty-eight (48) hours of verbal or written authorization from Inspector, Contractor shall submit a written estimate

Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Inspector may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within forty-eight (48) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Inspector for approval.

4.05 All additional work shall commence on the specified date established and Contractor shall proceed diligently to complete said work within the time allotted.

5. FAILURE TO PERFORM

5.01 Contractor will receive from the Inspector a "Landscape Maintenance Inspection Report" each month or as otherwise specified in Attachment A1. This form will clearly indicate the work performance of Contractor at the site locations under the terms and conditions of this contract.

5.02 If Contractor or his representative fails to perform in accordance with the terms and conditions of this contract, the Inspector will document the problems requiring correction on the "Landscape Maintenance Inspection Report" form, which will serve as written notice to the Contractor regarding said deficiencies. A "needs improvement" rating, will require the Contractor to correct any stated deficiencies within seven (7) calendar days or as otherwise specified by the Inspector. An "unsatisfactory" rating will require the Contractor to

correct any stated deficiencies within five (5) calendar days or as otherwise specified by the Inspector. Upon receiving two consecutive ratings of "unsatisfactory" performance on the inspection report, a formal letter of "**Failure to Comply**" will be issued and only the maintenance services that were completed to the satisfaction of the Project Manager will be paid to the Contractor based on the Schedule of Values approved by the City for that month. A "**Failure to Comply**" rating represents a final warning. The City may at this time cancel the contract unless the Contractor corrects any remaining deficiencies within 24 hours or as otherwise specified by the Inspector. Under this contract, should a Contractor receive more than two "unsatisfactory" inspection report warnings within a 90-day time span, a letter of "failure to comply" may be issued. If two letters of "failure to comply" are issued within a 180-day time span, the City may immediately terminate the contract without further notice. The warnings may not necessarily be for related deficiencies. The City may further, at its sole discretion, contract with another landscape contractor or complete the work itself in order to affect the necessary repairs. Once the repairs are initiated by another contractor or by the City, the work in progress will not be terminated. Contractor may be required to pay to the City or have deducted monies due by the City, the amount required to correct the deficiencies. In the event of a termination due to Contractor's lack of performance, the Contractor may be precluded from bidding for up to 5 years from the date of termination. Notwithstanding the above, the City may terminate this contract with a 30-day formal written notice.

- 5.03 In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination; and Contractor and his surety shall be liable and assessed for any and all costs for the re-procurement of the contract services.

6. DAMAGE CAUSED BY CONTRACTOR

- 6.01 Any damage to either the City or private property that was caused by the Contractor shall be repaired or replaced at the Contractor's expense. Damages may be the result of, but not limited to:
- a. Power equipment damage to trees, shrubs, turf and sprinklers.
 - b. Pruning methods not consistent with City specifications.
 - c. Over watering or under watering of plant materials.
 - d. Failure to make irrigation inspections, adjustments and repairs within schedules specified.
 - e. Chemical over spray or leaching, lack of chemical control.
- 6.02 All repairs or replacements shall be completed in accordance with the following maintenance practices:

- a. **Trees** - Minor damage such as bark loss from impact of mowing equipment shall be checked by the City Arborist. If in the Arborist's judgment the damage is such that it will stunt or weaken growth, the tree shall be removed and replaced with equal at Contractors expense to comply with the specific instructions of the Inspector.
- b. **Shrubs** - Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the specific instructions of the Inspector.
- c. **Chemicals** - All plant damage resulting from chemical operation, either spray-drift or lateral-leaching, shall be corrected in accordance with the aforementioned maintenance practices and the soil reconditioned to insure its ability to support plant life.
- d. **Irrigation Parts** - Repair and replace all irrigation parts with same brand of like type and kind.

7. EMERGENCY AND COMPLAINTS RESPONSE

7.01 Whenever, in the City's opinion, immediate action is required to prevent impending injury, death or damage to private or City property being maintained under this contract, the City may, at its discretion attempt to contact the Contractor to affect the necessary repairs. Should the Contractor be unreachable or unable to respond, as specified in Item 1.04 of this agreement, the City may cause such action to be taken by the City work force and/or other contractors, and shall charge the cost thereof to the Contractor, or may deduct such cost from an amount due Contractor. Should it also be determined that the necessary repairs were due to the Contractor's lack of performance under the terms and conditions of this contract or through Contractor's negligence, the Contractor may be liable for all charges to effect such repairs.

7.02 All complaints shall be abated as soon as possible after notification; but in all cases within forty-eight (48) hours or as required by Inspector. If any complaint is not abated within forty-eight (48) hours, the Inspector shall be notified immediately of the reason for not abating the complaint, followed by a written report within five (5) days. If the complaints are not abated within the time specified and to the satisfaction of the Inspector, the total cost for eliminating the problem or completing necessary repairs will be deducted from the payments owing to the Contractor from the City.

8. SAFETY

8.01 Contractor agrees to accept the sole responsibility for complying at all times with local, County, State or other legal requirements including but not limited to full compliance with the terms of the applicable

O.S.H.A. and CAL O.S.H.A. Safety Orders, State traffic regulations for lane closures, so as to protect all persons, including employees from foreseeable injury, or damage to property.

- 8.02 It shall be the Contractor's responsibility to inspect and identify any conditions that render any portion of the maintenance area unsafe, as well as any unsafe practices occurring thereon. The Inspector shall be notified immediately of any unsafe condition that requires correction. Contractor shall be responsible for making routine corrections such as, but not limited to: filling holes in all turf areas, along curbs, sidewalks, and paving, replacing valve box covers, and vehicular and pedestrian viability and clearance of trees and shrubs. Contractor shall cooperate fully with City in the investigation of any accidental injury or death occurring in the maintenance area, including a complete written report thereof to the Inspector within five (5) days following the occurrence.
- 8.03 Contractor shall check concrete areas, sidewalks, curbs, brick and retaining walls, etc. for cracks, crevices and deterioration. Report any deterioration to Inspector immediately.
- 8.04 It shall be the Contractor's responsibility to supply all safety equipment and to educate their employees in the rules of safety.

9. HOURS AND DAYS OF MAINTENANCE SERVICES

- 9.01 Contractor shall perform the required maintenance services between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday.
- 9.02 Any modification in the hours and days of maintenance service as stated in the Contractor's Service Schedule is subject to approval by the Inspector. The Inspector shall be notified of any temporary change to the day's service schedule by no later than 7:30 AM the morning of the scheduled change.

10. CONTRACTOR'S STAFF AND EQUIPMENT

- 10.01 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. A qualified supervisor in the employ of the Contractor shall supervise all of the Contractor's maintenance personnel.
- 10.02 Supervision - Contractor shall provide a competent supervisor during all times that work is being performed with the authority to represent and act for the Contractor in any matter pertaining to this contract. Contractor shall furnish the names of all such supervisors to the Inspector prior to the commencement of a contract and further advise of any changes. Contractor's supervisor will be able to communicate verbally, in writing and in English, with the Inspector or City.

- 10.03 Dismissal of Unsatisfactory Employees - Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the Inspector, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. Contractor shall meet with the Inspector to consider the appropriate course of action with respect to such matters and Contractor shall take reasonable measures under the circumstances to assure the Inspector that the conduct and action of Contractor's employees will not be detrimental to the interest of the City of Sacramento and/or premises.
- 10.04 Contractor shall, at its own expense, establish an identification system for personnel assigned to the maintenance areas under this agreement which clearly indicates to the public the name of the Contractor responsible for the landscape and grounds maintenance services.
- 10.05 The Contractor shall require each of its employees to wear uniforms with the Contractor's company name, proper shoes and other gear required by State Safety Regulations. If uniform shirts have buttons, they must be buttoned at all times. **No advertisements or logos other than the Contractor's shall be on employees' uniforms.** Contractor's employees shall be clean in appearance at the start of each workday.
- 10.06 Contractor shall possess adequate equipment inventory to satisfactorily perform services.
- 10.07 Contractor's vehicles shall be in good condition and shall have the company name and phone number clearly visible to the public **at all times.**

11. SIGNS/IMPROVEMENTS

- 11.01 Contractor shall not post signs or advertising material upon the site premises, unless prior approval therefore is obtained from the Inspector.
- 11.02 Contractor will remove all paper and cardboard signs from work site, including removal of signs from utility poles. Contractor will inform the Inspector about all wood or metal signs with a company name and phone number, which were found and left on the property.

12. UTILITIES

The City shall provide and pay for all utilities. However, water usage shall not exceed amount required to comply with irrigation schedules established by the

Contractor and approved by the Inspector. Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor as scheduled, irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage on same site, for the same time period. The excess cost factor, to be deducted from payments to Contractor from City will be presented to the Contractor by the Inspector prior to actual deductions to allow for explanations.

13. INTERFERENCE WITH PUBLIC USE

Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

14. STORAGE FACILITIES

City will not provide any storage facilities for Contractor's use.

15. LEAF BLOWER REQUIREMENT

15.01 OPERATION WITHIN 200 FEET OF ANY RESIDENTIAL PROPERTY

- a. Hours of Operation: Use of portable gasoline-powered blowers within 200 feet of any residential property is restricted to the hours of 9:00 A.M. to 6:00 P.M., Monday through Saturday and 10:00 A.M to 4: 00 P.M, on Sunday.
- b. Maximum sound levels: Blowers cannot exceed 70 dBA when used within 200 feet of any residential property and may require mufflers or other modifications to meet the 70 dBA limit. Blowers purchased after November 15, 1995 cannot exceed 65 dBA when used within 200 feet of any residential property.

15.02 OPERATION MORE THAN 200 FEET FROM ANY RESIDENTIAL PROPERTY:

- a. Hours of Operation: No restrictions
- b. Maximum Sound Levels for Existing Equipment: No restrictions
- c. Maximum Sound Levels for New Equipment: No restrictions.

16. USE OF CHEMICALS

16.01 All work involving the use of chemicals shall be in compliance with all Federal, State and County laws. The Contractor shall have an employee who has a State of California Agricultural Pest Control Business License or Maintenance Gardener Business License and who is registered with the Sacramento County Agricultural Commissioner.

- 16.02 Contractor may subcontract herbicides and pesticide work with the written authorization of the Inspector, and the understanding that as the primary Contractor, they shall be liable for all work of the subcontractor including damages should they occur. Contractor shall provide copies of appropriate permits, licenses, registrations and Pest Control Advisor Site Recommendations to the City Inspector before any pesticides and herbicides are used.
- 16.03 Pest Control Advisor site recommendations for each chemical or combination of chemicals for each site must be turned in to the Inspector, twenty-one (21) calendar days after contract award at no additional cost to City. Should an unforeseen chemical application be necessary, a Pest Control Advisor's recommendation shall be submitted the Inspector (14) days prior to its use.
- 16.04 All chemical applications shall be done with extreme care to avoid any hazard to any person, pet or damage to property in the area. All spraying shall be done when air currents are still to limit drift to six (6") inches.
- 16.05 Records of all operations stating dates, times, methods of application, chemical formulations, applicators names and weather conditions shall be made and retained in an active file for a minimum of two (2) years by the Contractor. These records must be available for review upon request from the Inspector, County, State or Federal Officers.
- 16.06 The monthly reports of all chemical operations stating dates, times, methods of application, chemical formulations, applicators name and weather conditions shall be made available to the City within 15-days of request (see Attachment A4 – Pesticide Use Report).
- 16.07 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's office and a permit obtained with a copy to the City. A Pest Control Advisors recommendation must be on file with the Inspector prior to use of special permit chemicals.
- 16.08 The Landscape Contractor shall provide the Inspector with a list of all pesticides, herbicides, fungicides, and fertilizers to be used for approval as part of the City of Sacramento Integrated Pest Management (IPM) program.

MAINTENANCE SPECIFICATIONS

SECTION 1: TURF CARE – MOWING AND IRRIGATION

17. TURF/MOWING OPERATION

- 17.01 Turf shall be maintained at heights of no less than 1.5 inches and should not be greater than two inches (2") year round. This will require at least weekly mowing except for the period of November 1 through February 14, during which time mowing will be required every two weeks (or as needed, depending upon growing conditions). If the Inspector observes during the winter months an uneven height that presents a poor appearance, the Contractor shall mow the turf additional times as required to maintain the smooth appearance.
- 17.02 Before mowing operation begins, all debris including stones and limbs shall be removed.
- 17.03 Mowing shall be done on the same scheduled service day each week.
- 17.04 Walkways and gutters, etc. shall be cleaned immediately following each mowing/edging. All grass clippings shall be collected and removed from the site and disposed of at an appropriate landfill on the same day the area is mowed and edged.
- 17.05 Turf areas will be maintained weed free as ornamental turf. Weeds shall not be allowed to exceed four (4) inches in height. Contractor may use a pre-emergent weed control method with prior approval of Inspector. Contractor may be required by Inspector to hand pull weeds if needed. Contractor may use chemical controls for weed, insect, fungus with prior approval of Inspector.
- 17.06 All turf areas shall be fertilized with a balanced product every other month (six times a year) unless otherwise directed by the Inspector. Commercial fertilizer shall be a standard uniform pelleted form and shall comply with the chemical analysis as specified 16-6-8 or as agreed upon by City, and shall be of a slow release variety. Fertilizer is to be applied according to manufacturer's recommended number of pounds per acre. Contractor shall provide all materials, equipment and labor. The City shall be notified two weeks prior to the expected date of application, which the City will monitor accordingly. Fertilizer shall be removed from paved surfacing immediately following application and prior to watering. The Contractor shall provide an annual fertilization schedule to the Inspector.

17.07 HAND MOWING

Hand mowing shall be performed for all turfed areas where large mowers are unable to perform. Hand mowing from November 1st to February 14th will depend on growing conditions.

17.08 Only mowers and other equipment made specifically for turf are allowed. Trucks and other non-turf specific equipment and vehicles are not allowed on turf areas.

18. EDGING

18.01 MECHANICAL EDGING

The most visible areas (i.e. adjacent to hard borders) shall be mechanically edged as needed per the Inspector's direction.

18.02 CHEMICAL EDGING

- a. Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen inches (18") from the trunk of trees and away from the drip line of shrubs by use of approved chemicals.
- b. Linear chemical edging of turf boundaries shall be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. Chemical edging of turf boundaries shall not exceed four inches (4") in width along curbs and sidewalks. Sites where chemical edging is acceptable will be on the Maintenance Performance Schedule (see Attachment A1).
- c. The Inspector must approve all linear chemical edging and/or detailing, prior to its use.
- d. Chemical detailing of valve boxes, meter boxes, and similar small obstacles shall be performed in a manner that ensures operability, ease of location and/or a clean appearance and shall not exceed a six inch (6") clearance or as otherwise specified.

19. WEED CONTROL

19.01 All landscaped areas within the specified maintenance area including but not limited to lawns, planter beds, tree wells and hard surfaces shall be kept free of weeds at all time, i.e., complete removal of all

weed growth on a continuing basis as weeds appear, weed removal each 30 days is not acceptable. For the purpose of this specification, a weed will be considered "any undesirable or misplaced plant." Weeds shall be controlled either by hand, mechanical or chemical methods. The Inspector may restrict the use of chemical weed control in certain areas.

19.02 Weeding shall also include the removal of weeds growing in all paved or unpaved surfaces within maintenance boundaries.

19.03 All buildings, light standards, tree wells, and wall structures shall be free of any plant growth (6" clearance). Chemicals may be used upon receiving prior approval. All quick couplers, valves, electrical boxes and sewer clean outs shall be edged or sprayed in a manner that will provide easy location and access.

19.04 CHEMICAL WEED ABATEMENT

- a. Lawns shall be kept reasonably free of weeds. Weeding may be done manually or by use of selective weed killers. Extreme caution shall be exercised if selective weed killers are used so as to not damage other plant material. If spraying is done, it shall only be done at times when there is no wind. No spray shall be used if detrimental to fish or animal life.
- b. Chemical weed abatement shall be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, paved and unpaved surfaces (decomposed granite walkways, etc.) etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height.
- c. A pre-emergent application shall be applied to shrub beds, tree wells, borders, etc. as appropriate. The Inspector must approve all pre- and post-emergent products before application by the Contractor.
- d. Insects and diseases shall be controlled by the use of approved insecticides and fungicides. Material, timing, rate of application, and application shall be supervised by a licensed Pest Control Operator.
- e. Spot treat with a portable sprayer or wick wand using an effective herbicide applying per manufacturer's recommendation. Water shall not be applied to treated areas for twenty-four (24) hours after each application.
- f. No contact weed control chemical may be used in flowerbeds after they have been planted for the season. Appropriate

mulches are encouraged, but must be aesthetically compatible and not physically or chemically harmful.

- g. Weeds treated with a contact weed chemical shall be left in place a minimum of seven (7) calendar days. If kill is not complete, a second application shall be applied.
- h. Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application should be applied.
- i. After a complete kill, remaining dead weeds shall be removed from the area and disposed of offsite and at an appropriate landfill.

20. IRRIGATION

- 20.01 All landscaped and turf areas shall be irrigated as required to maintain adequate growth, health and appearance regardless of plant types, or soil condition. The delivery of adequate moisture shall include but not limited to hand watering, operation of manual valves, automatic controllers, bleed valves and truck watering. Watering shall be done at night or in early morning to insure minimum inconvenience to the public. Water shall be regulated to avoid excessively wet or waterlogged areas causing: a decline in plant health, preventing turf mowing, excessive water run off onto streets and/or private property. Hand watering may be necessary on some sites and shall be performed as required. **Water conservation and water restrictions are to be considered at all times. Contractor must follow all water guidelines at all times.**
- 20.02 The Contractor shall provide hoses, nozzles and sprinklers for hand watering.
- 20.03 A qualified irrigation specialist is required to be on the Contractor's staff, available to perform the services required under the specifications of this contract, including a weekly check of all irrigation equipment. Minimum qualifications should include a complete knowledge of automatic irrigation system installation, maintenance and repair, state-of-the-art electronic irrigation controllers, and the ability to recognize changing soil conditions, turf diseases, and drainage problems.
- 20.04 Contractor is responsible for setting and programming of all automatic irrigation systems. It is the Contractor's responsibility to check all sprinklers and controllers weekly for proper operation. Necessary adjustments are the responsibility of the Contractor. All sprinkler

heads are to be adjusted as necessary for unimpeded coverage and to minimize over-spray and water waste.

- 20.05 If a condition such as controller breakdown, electrical problems or battery failure prevents automatic irrigation, other irrigation methods shall be used if and when necessary, until repairs have been authorized and completed.
- 20.06 The Contractor shall maintain all sprinkler systems at no additional cost to the City, in such a way as to guarantee proper coverage and full working capability. The Contractor is responsible for repairing and/or replacing, at no additional cost to the City, any damaged irrigation system components downstream of main shut off valve including, the solenoid valve.
- 20.07 Any plant material lost due to failure of Contractor to assure proper operation of irrigation systems shall be the responsibility of the Contractor to replace.

21. IRRIGATION SYSTEM MAINTENANCE AND TESTING

- 21.01 Contractor and its employees shall weekly inspect and bi-monthly test all irrigation system components including sprinklers, drip emitters, valves and irrigation controllers for system operability, component malfunctions, and adjust controller schedules to address weather changes and irrigation requirements. Contractor shall maintain a log of all of their findings during their bi-monthly tests for each site, and these logs shall be kept at each site next to the irrigation time clocks. Reports from these logs shall be submitted to the Inspector within 5 days of the inspection.
- 21.02 Contractor shall set and program automatic controllers for seasonal watering requirements. Within thirty (30) days after contract award, an irrigation plot map of the entire system at each site shall be prepared by the Contractor and placed in the irrigation control box and a copy given to the inspector.
- 21.03 Testing shall be done in the following manner:
- a. From the controller, set each station and check all components of the system every two weeks. Maintain controller so stations run in sequence. Failure to test irrigation may result in an unsatisfactory or failure to comply rating.
 - b. Adjust all sprinkler heads for direction and height for proper coverage and to minimize overspray and water waste.
 - c. Unplug all clogged heads, flush lines free of rocks, mud and debris.

- d. All malfunctions/damage shall be reported to Inspector with estimate for repairs and, upon authorization, repairs shall be completed.
 - e. In addition to biweekly testing, all irrigation systems shall be tested and/or inspected as necessary when damage or malfunction is observed and/or reported.
- 21.04 Contractor shall carry and maintain a supply of irrigation components such as sprinklers and solenoids, etc. each time site is serviced.
- 21.05 Contractor is responsible for all routine irrigation adjustments and repairs at no additional charge to the City. Routine irrigation repair is defined as malfunction or broken sprinklers, solenoids, valves, risers and drip-system components. To clarify: Contractor is responsible for repairing and/or replacing, at no additional cost to the City, any damaged irrigation system component(s) from, and including, solenoid valve, downstream to sprinkler. City is responsible from water main to, but not including, the solenoid valve.
- 21.06 Should major irrigation repair be required, upon approval of the Inspector, the actual repair and/or replacement shall be done according to the rates specified in current agreement. Major irrigation repair is defined as repairs or replacement of the irrigation systems main lines, lateral lines, main line valves and controllers.
- 21.07 Any plant material lost due to failure of Contractor to assure proper operation of irrigation systems shall be the responsibility of the Contractor to replace.
- 21.08 Brass or bronze sprinklers or valves **shall not** be removed/replaced without the written authorization of the Inspector. Once authorized for replacement, all brass and bronze sprinklers, valves or parts, with the exception of galvanized pipe, shall be turned in to Inspector.

SECTION 2: CLEAN-UP AND INSPECTION

22. LITTER CONTROL

- 22.01 Complete policing and litter pick-up for the removal of paper, glass, trash, limbs, undesirable materials, and other accumulated debris within the landscape areas to be maintained including, but not limited to, walkways, sidewalks, all turf and planted areas, planters, drains, catch basins, and gutters will be done each time site is serviced.
- 22.02 Complete policing, litter pickup and supplemental hand sweeping of areas inaccessible to power equipment shall be accomplished to ensure a neat appearance.
- 22.03 All litter and debris occurring as a result of Contractor's operations shall be removed from the maintenance sites immediately following such operations. All litter and debris shall be picked up every time site is serviced and is to be disposed of offsite and taken to an appropriate landfill.

23. LEAF REMOVAL

Accumulation of leaves from all landscaped areas including walls, gutters, beds, hardscape and planters shall be removed from the site as needed. This includes leaves trapped beneath shrubs. Some sites may require additional visits during leaf season.

24. TREE PRUNING, STAKING AND TYING

- 24.01 Contractor is to perform tree pruning up to 15 feet to maintain a safe site condition. Contractor shall prune all dead limbs. City will be responsible for all major tree trimming and pruning over 15 feet in height.
- 24.02 Replace missing or damaged stakes within seven (7) calendar days where the tree diameter is less than three inches (3") Diameter Breast Height (D.B.H.), and the height defined as four feet (4'), unless tree is self-supporting in all weather conditions.
- 24.03 Recently planted trees shall be properly staked at all times until three inch (3") D.B.H. or it is self-supporting in all weather conditions. Stakes shall be of adequate length so that trees will be tied in an upright position.
- 24.04 The Contractor shall maintain existing stakes and ties, providing replacements as needed, on all young trees until such time as they are

no longer needed for support. The Contractor shall remove the stakes at this time, at no additional cost. Special care shall be taken to avoid any damage to tree trunks or branches by ties and stakes. Staked trees shall be inspected weekly to prevent such damage.

24.05 Materials:

- a. Tree stakes, two (2) per tree, shall be pentachlorophenol treated pine lodge pole not less than six feet (6') in length for five (5) gallon size trees not less than eight feet (8') for fifteen (15) gallon trees. Some trees may require ten foot (10') stakes.
- b. Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge wire using two (2) or four (4) ties per tree.
- c. Hose for covering wire shall be either new or used garden hose at least one-half inch (1/2") in diameter (hose ties should allow for minimum of three additional inches (3") of clearance beyond the diameter of the branch or trunk being secured).
- d. Cinch ties or equal with UV inhibitors may be used.
- e. Stakes will not be placed closer than eight inches (8") from the bark, nor shall stakes go through the root ball.

24.06 Holes left from the removal of trees stakes shall be filled in using top soil within fourteen (14) working days.

25. HEDGE AND SHRUB PRUNING AND CARE

25.01 Clearance on Hedges and Shrubs

- a. Prune hedges and shrubs to maintain eight foot (8') clearance above sidewalks and fourteen foot (14') clearance overhanging beyond curb line into the paved sections of roadways to achieve safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
- b. Remove all dead, diseased and unsightly branches. Remove all vines or other growth as it develops within the shrubs/hedge. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas to maintain a minimum of 6" clearance. Vines that cover sound walls are not to be removed unless directed to do so by Inspector.
- c. All dead shrubs shall be removed. Notify Inspector of shrubs removal prior to removal.

- d. Restrict growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming. Under no circumstances shall hedge shears be used as a means of pruning unless prior authorization from the Inspector has been obtained.
- e. All pruning cuts shall be smooth, leaving no stubs exposed. Ragged or chewed appearance is not acceptable.

25.02 Pruning Frequency: One (1) to four (4) times per year or more often as needed depending upon the growth patterns of the plant species and location in question (see Attachment A1 - Maintenance Performance Schedule).

25.03 Fertilizer shall be a complete pellet type, with appropriate amounts of nitrogen, phosphorus, potassium and trace elements and approved by the Inspector.

26. GROUND COVER

26.01 Ground cover shall be kept free of weeds litter, debris and leaves. Ground cover shall not exceed three inch (3") beyond the inside side edge of the curb or border and 6" from any building.

26.02 Fertilizer shall be a complete pellet type, with appropriate amounts of nitrogen, phosphorus, potassium and trace elements and approved by the Inspector.

27. HAZARDS, VANDALISM

Hazards, such as broken benches, graffiti, pot holes on grounds, standing water, ropes tied to tree limbs, excavations, and unsecured material, such as wood, wire, metal, etc., shall be immediately secured and/or posted with suitable warning signs to protect the public. Immediately upon securing and/or posting, notify the Inspector or designee of the condition. Upon approval of the Inspector or designee, the Contractor shall make necessary repairs or remedies.

SECTION 3: ADDITIONAL LANDSCAPE SERVICES

28. AERATION

- 28.01 Aerate all turf areas by using a device that removes cores to a depth of two inches (2") at not more than six-inch (6") spacing and shall be done three (3) days before fertilizer application. All cores shall be removed from the turf and disposed of offsite or thoroughly pulverized within twenty-four (24) hours after aerating.
- 28.02 All Irrigation heads shall be flagged prior to aeration.

29. TURF RENOVATION

- 29.01 Use vertical mowing to renovate to the soil line and remove all excessive thatch in turf area as required by the Inspector.
- 29.02 After thatch is removed and upon completion of turf renovation all turf areas shall be over seeded, mulched and watered.
- 29.03 Areas that are below grade shall be filled in and leveled before over seeding.
- 29.04 Unless otherwise directed by the Inspector, general turf areas shall be seeded with a 90% Dwarf Fescue/10% Blue seed mix. Newly seeded areas are to be seeded with 12 pounds of seed per 1,000 square feet and over seeded with 5 pounds of seed per 1,000 square feet. Seed shall be applied using a broadcast or drill seed application technique.
- 29.05 Unless otherwise directed by the Inspector, sports fields shall be seeded with 90% Rye/10% Blue seed mix. Newly seeded areas are to be seeded with 8 pounds of seed per 1,000 square feet and over seeded with 3-5 pounds of seed per 1,000 square feet. Seed shall be applied using a broadcast or drill seed application technique.
- 29.06 Top dressing shall be done with golf course green grade top dressing sand at a rate of 1/8 inch.
- 29.07 Gypsum shall be applied at a rate of 20 pounds per 1,000 square feet.
- 29.08 Renovation shall be finished with starter fertilizer at a rate of 1/2 pounds nitrogen per 1,000 square feet.
- 29.09 Mulch shall be spread evenly over the entire area to a uniform depth.

30. **VERTICAL MOWING**

Vertical mowing shall be on an as needed basis for vine health and growth and shall be scheduled as required by the Inspector. Sweep or rake the dislodged thatch from the vine areas and immediately removed from the site and disposed of at an appropriate landfill.

31. **UNDEVELOPED SITES AND OPEN SPACE**

Weed abatement shall be done as directed by the Inspector or designee.

32. **MAINTENANCE SCHEDULES**

The Contractor shall submit the following schedules within five (5) workdays after contract is fully executed.

- 32.01 **Contractor's Service Schedule:** This Schedule (Attachment A2) indicates the specific day(s) of the week when items of work shall be accomplished pursuant to the requirements specified in the Maintenance Performance Schedule (see Attachment A1). Schedule shall include irrigation testing day of the week and approximate time irrigation test will be in progress.
- 32.02 **Site Fertilizer Schedule:** The Contractor shall provide an annual fertilization schedule to the Inspector. Contractor shall indicate on the Site Fertilizer Schedule the two-week (2) period under the month(s) when each site shall be fertilized for turf, and tress/shrubs, as indicated in the Maintenance Performance Schedule (see Attachment A1).
- 32.03 **Site Aeration/Renovation Schedule:** The Contractor shall provide an annual renovation schedule to the Inspector. Contractor shall indicate on the Site Renovation Schedule the estimated dates that each site will be aerated and renovated as indicated in the Maintenance Performance Schedule (see Attachment A1).
- 32.04 Changes to the above schedules by the Contractor must be submitted in writing and approved by the Inspector at least five (5) working days prior to any changes being implemented A temporary change to the daily service schedule must be called into the Inspector by 7:30 a.m. the morning of the change.

Attachment A1
Maintenance Performance Schedule
Page 1 of 2

Base Line Services:

Turf / Lawn

Mow turf areas	Weekly
Edge turf areas (mechanical)	Weekly
Edge turf areas (chemical)	As needed
Blowing of turf and Hardscape areas	Weekly

Ground Cover

Maintain edges, trim and shape	Weekly
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Shrubs

Maintain edges, prune, and shape	1x every other month
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Weed Control

Weed abatement (mechanical)	Weekly
Weed abatement (chemical)	Weekly

Trees - Ground and Containers

Low-level pruning	Annually or as needed
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Planters and Containers

Maintain plants' shape, trim and remove dead blooms/leaves	Weekly
Inspect and water	Weekly

Leaf Removal

Mechanical or hand rake	Weekly
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Irrigation

Inspect	Weekly
Test	1x every other month
Repair	As needed

Litter Control

Remove all litter and debris	Weekly
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Inspection

Inspect each site by Contractor	Weekly
Inspect each site with City Inspector	Monthly

Attachment A1
Maintenance Performance Schedule
Page 2 of 2

Additional Services:

Lawn	
Aerate	Biannual or as needed
Re-seed	As needed
Ground Cover	
Cultivate soil	As needed
Replace bark	As needed
Shrubs	
Cultivate soil	As needed
Trees	
Fertilize and pest/disease control	As needed
Planters and Containers	
Cultivate surrounding soil	As needed
Replace bark	As <i>directed</i>
Replace/plant new plants	As <i>directed</i>
Fertilize and Pest/Disease Control	As needed
Weed Control	
Weed abatement (mechanical)	As needed
Weed abatement (chemical)	As needed

**ATTACHMENT A2
 MAINTENANCE INSPECTION REPORT**

Landscape Maint Inspection Report

Date _____ Page _____

	Site	Overall	Safety	Walk/Edge	Irrigation	Litter	Shrubs	Grass	Watering	Waste/Plant	Pruning	Staking	Leaves
Comments	_____												

Comments	_____												

Comments	_____												

Comments	_____												

Comments	_____												

Comments	_____												

Comments	_____												

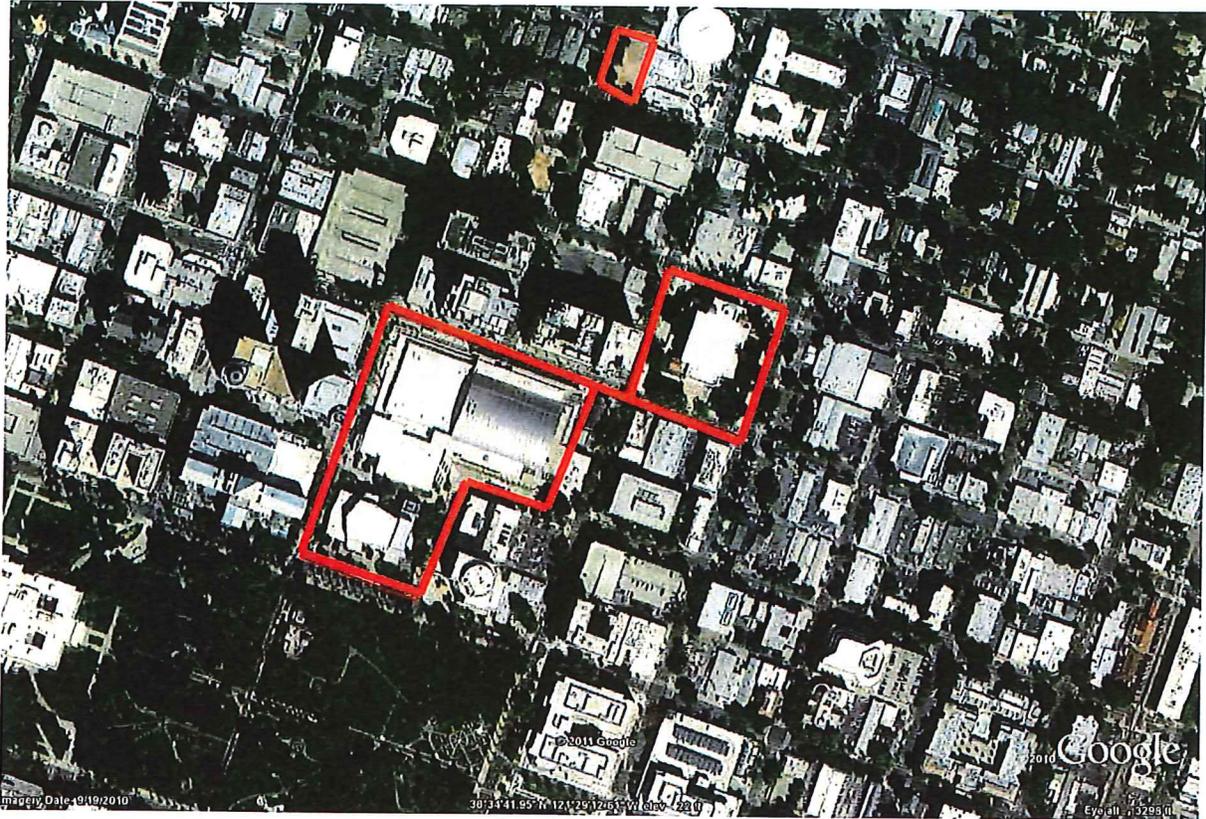
Inspector	_____			Contractor			_____						

S - Satisfactory U - Unsatisfactory N - Needs Improvement F - Failure to Comply

White - Admin Yellow - Contractor

2/17/15

Attachment A3
Site Map



**Attachment A4
Pesticide Use Report**

STATE OF CALIFORNIA
MONTHLY SUMMARY PESTICIDE USE REPORT
DPR-ENF-050 (REV. 4-12) PAGE 1 OF 2

DEPARTMENT OF PESTICIDE REGULATION
ENFORCEMENT BRANCH

INSTRUCTIONS FOR COMPLETING THIS FORM ARE INDICATED BELOW AND ON THE REVERSE SIDE

OPERATOR (FIRM NAME)		ADDRESS	CITY	ZIP CODE	PHONE NUMBER
OPERATOR LICENSE NUMBER	LICENSE NUMBER	COUNTY WHERE APPLIED	COUNTY NUMBER	MONTH/YEAR OF USE	TOTAL NUMBER OF APPLICATIONS

1. Complete Columns A, B, C, and D for ALL USES
 2. Complete Column E by using one of the following codes:
 Code 10 - Structural Pest Control... Includes any pest control work performed within or on buildings and other structures.
 Code 30 - Landscape Maintenance Pest Control... Includes any pest control work performed on landscape plantings around residences or other buildings, golf courses, parks, cemeteries, etc.
 Code 40 - Right-of-Way Pest Control... Includes any pest control work performed along roadways, power lines, median strips, ditch banks, and similar sites.
 Code 50 - Public Health Pest Control... Includes any pest control work performed by or under contract with State or local public health or vector control agencies.
 Code 60 - Vertebrate Pest Control... Includes any vertebrate pest control work performed by public agencies or work under the supervision of the State or county agricultural commissioner.
 Code 91 - Commodity Fumigation (Nonfood/Nonfeed)... Includes fumigation of nonfood/nonfeed commodities such as pallets, dunnage, furniture, burlap bags, etc.
 Code 100 - Regulatory Pest Control... Includes any pest control work performed by public employees or contractors in the control of regulated pests.
 3. Complete Columns F and G, if use does not fit one of the above codes

A MANUFACTURER AND NAME OF PRODUCT APPLIED	B EPA/CALIFORNIA REGISTRATION NUMBER FROM LABEL INCLUDE ALPHA CODE	C TOTAL PRODUCT USED (Check one Unit of Measure)	D NUMBER OF APPLICATIONS	E CODE	F COMMODITY OR SITE TREATED	G ACRES/UNITS TREATED
		<input type="checkbox"/> LB <input type="checkbox"/> OZ <input type="checkbox"/> PT <input type="checkbox"/> QT <input type="checkbox"/> GA				
		<input type="checkbox"/> LB <input type="checkbox"/> OZ <input type="checkbox"/> PT <input type="checkbox"/> QT <input type="checkbox"/> GA				
		<input type="checkbox"/> LB <input type="checkbox"/> OZ <input type="checkbox"/> PT <input type="checkbox"/> QT <input type="checkbox"/> GA				
		<input type="checkbox"/> LB <input type="checkbox"/> OZ <input type="checkbox"/> PT <input type="checkbox"/> QT <input type="checkbox"/> GA				
		<input type="checkbox"/> LB <input type="checkbox"/> OZ <input type="checkbox"/> PT <input type="checkbox"/> QT <input type="checkbox"/> GA				
		<input type="checkbox"/> LB <input type="checkbox"/> OZ <input type="checkbox"/> PT <input type="checkbox"/> QT <input type="checkbox"/> GA				
		<input type="checkbox"/> LB <input type="checkbox"/> OZ <input type="checkbox"/> PT <input type="checkbox"/> QT <input type="checkbox"/> GA				

REPORT PREPARED BY _____ DATE _____
 Distribution: CAC - Two copies; Report preparer - One copy

REFERENCE MATERIALS

Current issues of the following reference materials are required to be used when providing landscape maintenance services on City property:

Sunset Western Garden Book (800) 777-0117

Western Chapter International Society of Arboriculture Tree Pruning Guidelines

Can be ordered prepaid from:

Western Chapter - ISA
31916 Country Club Dr.
Porterville, CA 93257

For more information contact:

ISA (217) 355-9411
or
Western Chapter ISA (866) 785-8960

Both the Sunset Book and the ISA Pamphlet will be used as specified in this contract.

Attachment 1 to Exhibit B

California Landscape
Associates Inc.
8330 Galena Ave
Sacramento, CA 95828

PRICING SCHEDULE

CONVENTION CENTER COMPLEX LANDSCAPE SERVICES

A. BASIC LANDSCAPE SERVICES, INCLUSIVE		Bid Price Monthly	Bid Price Yearly	
Convention Center and Theater Grounds		\$ <u>1064.</u>	\$ <u>12,768.</u>	
Memorial Auditorium Grounds-		\$ <u>769.</u>	\$ <u>9,228.</u>	
Empty Lot at the Northeast Corner of 14 th and H St.		\$ <u>42.</u>	\$ <u>504.</u>	
TOTAL FOR SECTION A		<u>1829.</u>	\$ <u>22,500</u>	
B. ADDITIONAL SERVICES (as needed)*		Estimated Hours/Dollars	Rate/ Percentage	Additional Service Cost
General Gardening (Item #1)		50 hours	\$ <u>53.</u>	\$ <u>2650.</u>
Specialty Irrigation (Item #2)		30 hours	\$ <u>56.</u>	\$ <u>1680.</u>
Markup on Materials (Item #3)		\$3,000	<u>20</u> %	\$ <u>600.</u>
TOTAL FOR SECTION B				\$ <u>4930.</u>
BID TOTAL (SECTION A PLUS SECTION B) FOR YEAR 1				\$ <u>27430.</u>
MAXIMUM TOTAL FOR YEAR 2				\$ <u>27430.</u>
MAXIMUM TOTAL FOR YEAR 3				\$ <u>27430.</u>
TOTAL BID AMOUNT (SUM OF ALL THREE YEARS)				\$ <u>82,290.</u>
NOT-TO-EXCEED PERCENTAGE INCREASE FOR YEAR 4:		<u>2</u>	%	
NOT-TO-EXCEED PERCENTAGE INCREASE FOR YEAR 5:		<u>2</u>	%	

*Additional Services shall be based on the descriptions and hourly rates for each item provided in the following page. The hours and dollar amounts above are estimate for bid evaluation purposes only.

Notes:

- The maximum total for each year following year 1 should include any possible increases that may occur from year to year. Year 1 shall be from January 1, 2016 thru December 31, 2016.
- The evaluation and determination of the lowest bid amount will be based on the Total Bid Amount (sum of all three years).
- Payments for services under Section A shall be made monthly based on the Schedule of Values approved by the City for that month. If work is not done according to contract specifications and the Maintenance Performance Schedule, payment may be withheld for the work.

ADDITIONAL SERVICES RATES

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

All additional services shall have prior authorization of the City. Additional services 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 additional job may take is subject to negotiation with the City. Rates offered below would be a major determinant in whether additional services will be furnished by the Contractor providing contract services in the same area. Should additional services 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 the additional services.

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

- ITEM # 1 - GENERAL GARDENING CREW RATE (Service based on a two person crew, lead person & helper)

Provide general gardening services, as required, i.e. special cleanups, plant replacement and tree removal under 10" trunk diameter breast high (dbh).....\$ 53 per hour

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

Provide irrigation repair for controllers, lateral and main line breaks.

Technician Rate \$ 56 per hour

Technician With Helper Rate \$ 56 per hour

- ITEM # 3 - PERCENT OF MARKUP ON MATERIALS

Percentage increase over the best/lowest cost, including Contractor discounts, paid by Contractor for materials approved for replacement or installation..... 20 %

PERCENTAGE MARKUP SHALL NOT BE USED FOR DUMP FEES, EQUIPMENT RENTALS OR ANY OTHER NON-MATERIAL ITEMS

AFTER NORMAL HOURS ON CALL SERVICES---for the above Items No. 1 and 2, this shall be considered the overtime rate and shall be computed at 1 and 1/2 times the hourly rate listed above. Normal hours shall be defined from 7am to 4pm, Monday through Friday (excluding national holidays).