



CITY OF SACRAMENTO

PROCUREMENT SERVICES DIVISION

Invitation for Bid Number: B071187031

REQUEST FOR BIDS And Contract Specifications

FOR: Parks Landscape Maintenance Group #3 - South of the
American River

Bids Must Be Received Prior To 2:00 P.M. on November 15, 2006

Submit Bids To: City Clerk's Office
915 "I" Street, First Floor
Historic City Hall
Sacramento, CA 95814

Pre-Bid Conference: November 1, 2006 10:00 – 11:00 A.M.
Mandatory: Yes
 No
South Natomas Community Center
2921 Truxel Road
Sacramento, CA 95815

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID: (Bidder to complete the following information)

Name of Bidder: DOMINGUEZ LANDSCAPE SERVICES, INC.

Address: 9376 ROVANA CIRCLE

City, State, Zip Code: SACRAMENTO, CA 95828

Phone Number: (916) 381-8855

Email Address: loba@calweb.com



DEPARTMENT OF FINANCE
PROCUREMENT SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

915 I STREET
2nd FLOOR
SACRAMENTO CA 95814

CENTRAL SERVICES
CONTRACT SERVICES
OFFICE OF SMALL BUSINESS DEVELOPMENT
PURCHASING

PHONE: 916-808-6240
FAX: 916-808-5747

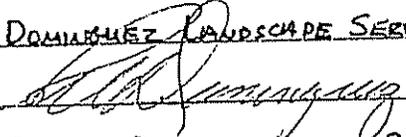
October 25, 2006

**ADDENDUM NO. 1 TO IFB NO. B071187031
FOR PARKS LANDSCAPE MAINTENANCE GROUP #3 – SOUTH OF THE AMERICAN RIVER**

1. The IFB due date of November 15, 2006 has been changed to November 8, 2006.
2. All other terms, conditions and specifications of the IFB remain unchanged.
3. If a bid is not being submitted, it is not necessary to return this addendum or acknowledge receipt of such.
4. Vendors submitting a bid must acknowledge receipt of this addendum prior to the hour and date specified in the quote request by one of the following methods:
 - (a) By signing and returning one (1) copy of this addendum with the bid package if not previously submitted; or
 - (b) If the bid has been previously submitted, the addendum may be submitted by separate letter, which must include on the outside of the mailing envelope the bid and addendum number and the bid due date. This information must be clearly marked in CAPITAL LETTERS on the outside of the envelope. Failure of your acknowledgment to be received at the City Procurement Services Division, 915 I Street 2nd Floor, Sacramento, CA 95814 prior to the hour and date specified, may result in rejection of your bid.
 - (c) If, by virtue of this addendum you decide to change a bid already submitted, such change may be made by letter, as specified in (b) above.

Barbara Collins
Program Analyst

Vendor's Name: DOMINGUEZ LANDSCAPE SERVICES, INC.

Signature: 

Typed or Printed Name & Title: ROBERT DOMINGUEZ, PRESIDENT

Date: 11/8/06

**CITY OF SACRAMENTO
PROCUREMENT SERVICES DIVISION**

Bid No. B071187031

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CITY OF SACRAMENTO
PROCUREMENT SERVICES DIVISION
"NO BID" RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM
ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If you do not want to submit a bid for this requirement, we are interested in knowing why. Please remove this form, complete the requested information, and return it to the Procurement Services Division. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. If you would rather FAX your response to our office, the FAX number is (916) 808-5747. If you have questions, please call the Purchasing Office at (916) 808-6240. Thank you for your cooperation.

"NO BID" QUESTIONNAIRE
(Please complete all items that apply)

We do not sell the products/services called for in this invitation for bid, but we want to stay on the City's Bid List. Please send necessary information so that the products/services we do provide can be updated on the City's Bid List.

We are not interested in doing business with the City of Sacramento, because _____

Other reasons/comments:

Please send application forms for certification as an emerging and/or small business enterprise (E/SBE): *(Note: Application forms and information about becoming certified as an emerging and/or small business can also be obtained via the Internet at: <http://www.cityofsacramento.org/esbd>).*

(Business Name)

(Street Address/P.O. Box)

(City, State, Zip)

(E-mail address)

Date: _____

Phone: _____

Contact: _____

(Fold Here Second - Then Seal With Tape)

City of Sacramento
Procurement Services Division
915 I Street, 2nd Floor
Sacramento, CA 95814

Place
Stamp
Here

City of Sacramento
Procurement Services Division
915 I Street, 2nd Floor
Sacramento, CA 95814

(Fold Here First)

BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With

1. **VENDORS ARE REQUIRED TO SUBMIT ONE ORIGINAL BID INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.**
2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.
 1. All bids shall be delivered to the designated recipient not later than the time specified on the Request for Bids
 2. Bids will be opened, in public, in the Hearing Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M., November 15, 2006.

(Note: Bids must be submitted prior to 2:00 P.M. on the above date)

 3. All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications.
4. **Bid Security.** Bid Security is: Required Not Required

If required, bid security approved by the City must accompany the bid, in the amount of ____ % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.
5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid as provided by City Code Section 3 56 130(D)
6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.
7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received
8. **City Code.** All provisions of Chapter 3 56 of the City Code are applicable to any bid submitted or contract awarded.
9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.

PARKS LANDSCAPE MAINTENANCE GROUP #3 – SOUTH OF THE AMERICAN RIVER

10. **Faithful Performance Bond.** A faithful performance bond is: [] Required [X] Not Required

If required, the successful bidder must submit a faithful performance bond in a form approved by the City Attorney, in the amount of _____

11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.

12. **Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Request for Bids, all bidders are required to attend the conference. Failure to attend this conference will result in rejection of your bid.

13. **Bid Inquiries.** Questions regarding this bid should be referred to:

General Questions

Procurement Services Division
915 I Street, 2nd Floor
Sacramento, CA 95814
Attention: Barbara Collins
(916) 808-7432

Technical Questions

Park Operations
5730 24th Street, Bldg 12
Sacramento, CA 95822
Attention: Dan Giammona
(916) 808-4070

These inquiries must be received at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

14. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

15. **Determination of Lowest Responsible Bidder.** Sacramento City Code §3.56.020 provides that the lowest responsible bidder shall be determined as follows:

BID NO. B071 18703 1

PARKS LANDSCAPE MAINTENANCE GROUP #3 – SOUTH OF THE AMERICAN RIVER

1. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided; (vi) the quality of the bidder's performance on previous purchases by, or contracts with, the City. Criteria that may be used in determining responsibility includes, but is not limited to, the following:
 - a. a contractor's license held by your firm and/or any owner, officer, or partner of your firm can not have been revoked at anytime in the last 12 months
 - b. your firm can not have been debarred from bidding on, or completing any government agency landscape maintenance contract for any reason in the last 12 months
 - c. your firm can not have received a "Failure to Comply" letter in the last 6 months.
2. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.
3. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of small and emerging business enterprises in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.
16. **Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.
17. **Award by Item or Group.** The City reserves the right to make separate awards for any item or category/group of items to the lowest responsible bidders for such items or category/groups of items.
18. **Multiple Awards.** The City reserves the right to make multiple awards in order to provide for back-up, to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).
19. **Contract Award.** Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid.

**SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A
BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.**

BID NO. B071187031

PARKS LANDSCAPE MAINTENANCE GROUP #3 – SOUTH OF THE AMERICAN RIVER

BID

BID NO. B071187031

FOR SERVICES/SUPPLIES: Parks Landscape Maintenance

To the City of Sacramento:

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

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Park Maintenance Services General Specifications and Provisions (PLS06-1), this Request for Bids, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the "Contract Documents," are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: DOMINGUEZ LANDSCAPE SERVICES, INC

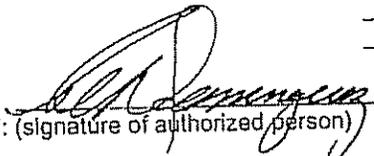
ADDRESS: 8376 ROVANA CIRCLE, SACRAMENTO, CA 95828

PHONE #: (916) 381-8855 FAX #: (916) 381-4796

STATE TAX I.D. #: 1230596 FED. TAX I.D. #: 08-0230078

City of Sacramento Business Operation Tax Certificate #:
(Contract award will not be processed if Certificate Number is missing)

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


BY: (signature of authorized person)

PRINT NAME: ROBERT DOMINGUEZ

TITLE: PRESIDENT

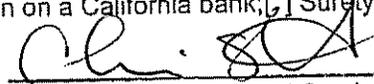
Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

FOR CITY USE ONLY

The Bid was opened on November 8, 2006.

Bid Bond Required: No: Yes - Amount: \$ _____

Received: Cashiers or Certified Check drawn on a California bank; Surety Bond



City Clerk/Procurement Services Manager

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: _____

Contract Not-to-Exceed Amount: \$ 145,000.

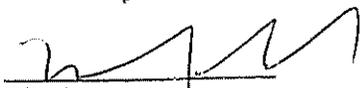
Award Date: _____

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:



City Attorney

City Manager
(Or Authorized Designee)

City Clerk

PARKS LANDSCAPE MAINTENANCE GROUP #3 – SOUTH OF THE AMERICAN RIVER

ITEMS REQUIRING BIDDER RESPONSE

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

1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as an EBE or SBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Office of Small Business Development at (916) 808-6747

A. SMALL OR EMERGING BUSINESS ENTERPRISE (SBE/EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a small or emerging business enterprise? Check the appropriate block below:

YES - the firm submitting the bid is certified by the City of Sacramento as a small or emerging business enterprise.

NO - the firm submitting the bid is not certified by the City of Sacramento as a small or emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number D0LS0Z5 000P

2. BID SIGNATURE PAGE

Bidders must complete and return with their bid the BID SIGNATURE PAGE, Page 8.

3. LICENSES, CERTIFICATES AND REGISTRATION REQUIREMENTS

Bidders must complete and return with their bid the LANDSCAPE MAINTENANCE CONTRACTORS LICENSES, CERTIFICATES AND REGISTRATION REQUIREMENTS, Page 13

4. CONTRACTORS REFERENCE LIST

All Contractors must submit, with their bid, a list of similar contracts that they have performed or are currently performing. Please include the company name, address, telephone number, contract dates and the name of a contact person. Page 14 may be used for this purpose

5. PRICING SCHEDULES

Bidders must complete and return with their bid the PRICING SCHEDULES, Pages 15-22.

ITEMS REQUIRING BIDDER RESPONSE, continued

6. LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

Bidders must sign and return with their bid the Living Wage Declaration, Page 23.

****NOTE: ON ANY CONTRACT RESULTING FROM THIS BID, CONTRACTOR WILL BE REQUIRED TO PAY EMPLOYEES AT LEAST THE LIVING WAGE RATE REGARDLESS OF DOLLAR VALUE OF THE CONTRACT OR NUMBER OF EMPLOYEES. THE LIVING WAGE RATE FOR 2007 IS EXPECTED TO BE \$10.00 PER HOUR IF BENEFITS ARE PAID AND \$11.50 PER HOUR IF BENEFITS ARE NOT PAID. REFER TO THE PLS06-1 FOR MORE INFORMATION ON BENEFIT SPECIFICATIONS. CONTRACTOR IS REQUIRED TO MAINTAIN AND FURNISH, WITHIN 10 DAYS OF REQUEST BY CITY, A CERTIFIED COPY OF EACH WEEKLY PAYROLL CONTAINING A STATEMENT OF COMPLIANCE SIGNED UNDER PENALTY OF PERJURY. (See Attachment A, Payroll Report Form.)****

7. NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE (EBO) DECLARATION OF COMPLIANCE

Bidders must sign and return with their bid the Non-Discrimination in Employee Benefits by City Contractors Ordinance (EBO) Declaration of Compliance, Pages 24 - 26

**ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL
BIDDER PRIOR TO START OF CONTRACT**

The following documents are required to be completed and submitted by the successful bidder prior to the start of the contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a Business Operations Tax Certificate and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

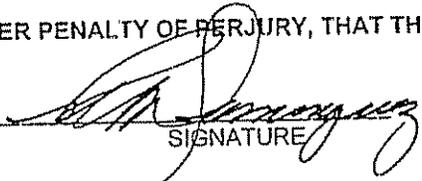
To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 214, Sacramento, CA 95814, or telephone (916) 808-5853.

CITY OF SACRAMENTO
Landscape Maintenance Contractors Licenses,
Certificates and Registration Requirements

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

<u>LICENSES/CERTIFICATES/REGISTRATION</u>	<u>DOCUMENT #</u>	<u>EXPIRATION DATE</u>
◆ FEDERAL ID #	<u>68-0730098</u>	_____
◆ STATE OF CALIFORNIA C27 LICENSE	<u>560128</u>	<u>Mar. 31, 2007</u>
◆ CITY OF SACRAMENTO BUSINESS OPERATIONS TAX CERTIFICATE	<u>6839</u>	<u>SEP. 30, 2007</u>
◆ STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS LICENSE	<u>01710-00000</u>	<u>DEC. 31, 2006</u>
◆ STATE OF CALIFORNIA APPLICATOR		
▶ LICENSE	<u>0A132115</u>	<u>DEC. 31, 2006</u>
OR		
▶ CERTIFICATE		
◆ STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS COUNTY REGISTRATION	<u>34053400076</u>	<u>DEC. 31, 2006</u>

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

CONTRACTOR: 
 SIGNATURE

DOMINGUEZ LANDSCAPE SERVICES, INC.
 NAME OF FIRM

PRINT NAME: ROBERT DOMINGUEZ

8376 BOUANA CIRCLE SACRAMENTO CA 95848
 ADDRESS

TITLE: PRESIDENT

DATE: 11/8/06

A:\LMS\license-1.wpd

CONTRACTORS REFERENCE LIST

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

CONTRACT NAME/ADDRESS	CONTACT PERSON AND PHONE NUMBER
1. SIERRANO ASSOCIATES 4525 SIERRANO PARKWAY EL DORADO HILLS, CA 95762	DAVID SANDERS (916) 939-1728
2. CITY OF VALACVILLE 1001 ALLISON DRIVE VALACVILLE, CA 95687	ROULIE SIMONS (707) 469-6510
3. THE PARKWAY AT FOLSOM 1455 WILLOW BEND ROAD FOLSOM, CA 95630	CURT LYON (916) 984-1619
4. CITY OF SACRAMENTO 5730 24TH STREET, BUILDING 9 SACRAMENTO, CA 95822	STEPHANIE FRASER (916) 808-2253
5. CITY OF FOLSOM 50 NATOMA STREET FOLSOM, CA 95630	TIM CROWLEY (916) 355-8320
6. R.C. POWELL COMPANY 11340 GOLD EXPRESS DRIVE #100 GOLD RIVER, CA 95670	ROBERT POWELL (916) 638-9121
7. CAMPUS COMMONS PARK CORP. 650 COMMONS DRIVE SACRAMENTO, CA 95825	CESAR HONBRADO (916) 924-1625

**CITY OF SACRAMENTO
PRICING SCHEDULE**

LANDSCAPE MAINTENANCE SERVICES FOR AREA:

GRANITE REGIONAL PARK (On-line)
--

	LOCATION: RAMONA AVENUE	MONTHLY BID	YEARLY BID
SECTION			
1	TURF CARE: MOWING & IRRIGATION	\$ 3,166.80	\$ 38,001.60
2	CLEAN-UP AND INSPECTION	\$ 910.00	\$ 10,920.00
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

TOTALS	4,076.80	48,921.60
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**CITY OF SACRAMENTO
 PRICING SCHEDULE**

LANDSCAPE MAINTENANCE SERVICES FOR AREA:

JACINTO CREEK PARK (On-line)

LOCATION - 8600 WEST STOCKTON BOULEVARD
 (@ LAGUNA VISTA DRIVE)
 SECTION

MONTHLY
 BID

YEARLY
 BID

1	TURF CARE: MOWING & IRRIGATION	\$ 1,339.80	\$ 16,077.60
2	CLEAN-UP AND INSPECTION	\$ 455.00	\$ 5,460.00
3	ADDITIONAL LANDSCAPE SERVICES		
	<i>As described in parts 36-41 of General Specifications (all PRICES are to include labor, overhead, equipment & materials)</i>		
	AERATION (one time a year)	XXXXXXXXXXXX	\$ 528.00
	TURF RENOVATION (one time a year)	XXXXXXXXXXXX	\$ 957.00
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

TOTALS		23,022.60
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CITY OF SACRAMENTO PRICING SCHEDULE

LANDSCAPE MAINTENANCE SERVICES FOR AREA:

JIBBOOM STREET PARK (On-line)

LOCATION - JIBBOOM ST AT SACRAMENTO RIVER	MONTHLY BID	YEARLY BID
SECTION		
1 TURF CARE: MOWING & IRRIGATION	\$ 522.00	\$ 6,264.00
2 CLEAN-UP AND INSPECTION	\$ 453.00	\$ 5,436.00
3 ADDITIONAL LANDSCAPE SERVICES		
<i>As described in parts 36-41 of General Specifications</i>		
<i>(all PRICES are to include labor, overhead, equipment & materials)</i>		
AERATION (four times a year)	XXXXXXXXXXXXX	\$ 384.00
TURF RENOVATION (four times a year)	XXXXXXXXXXXXX	\$ 696.00
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

TOTALS		12,804.00
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**CITY OF SACRAMENTO
 PRICING SCHEDULE**

LANDSCAPE MAINTENANCE SERVICES FOR AREA:

JENSEN PARK (On-line December 2006)

LOCATION - 6432 PARK VILLAGE ST.	MONTHLY BID	YEARLY BID
SECTION		
1 TURF CARE: MOWING & IRRIGATION	\$ 391.50	\$ 4,698.00
2 CLEAN-UP AND INSPECTION	\$ 455.00	\$ 5,460.00
		\$
		\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

TOTALS	846.50	10,158.00
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**CITY OF SACRAMENTO
PRICING SCHEDULE**

LANDSCAPE MAINTENANCE SERVICES FOR AREA:

24TH STREET BYPASS PARK (On-line Jan-Feb 2007)

LOCATION - 24TH STREET BYPASS AT 24TH STREET

MONTHLY
BID

YEARLY
BID

SECTION

1	TURF CARE: MOWING & IRRIGATION	\$ 609.00	\$ 7,308.00
2	CLEAN-UP AND INSPECTION	\$ 455.00	\$ 5,460.00
		\$	\$

TOTALS	1,064.00	12,768.00
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**CITY OF SACRAMENTO
 PRICING SCHEDULE**

LANDSCAPE MAINTENANCE SERVICES FOR AREA:

RICHFIELD PARK (On-line Summer 2007)

	LOCATION - 1908 EXPEDITION WAY	MONTHLY BID	YEARLY BID
SECTION			
1	TURF CARE: MOWING & IRRIGATION	\$ 522.00	\$ 6,264.00
2	CLEAN-UP AND INSPECTION	\$ 455.00	\$ 5,460.00
			\$
			\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

TOTALS	977.00	11,724.00
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**CITY OF SACRAMENTO
PRICING SCHEDULE**

LANDSCAPE MAINTENANCE SERVICES FOR AREA:

STEVE JONES PARK (On-line Fall 2007)

LOCATION - CASA LINDA DR @ 24TH STREET

MONTHLY
BID

YEARLY
BID

SECTION

1	TURF CARE: MOWING & IRRIGATION	\$ 609.00	\$ 7,308.00
2	CLEAN-UP AND INSPECTION	\$ 455.00	\$ 5,460.00
			\$
			\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

TOTALS	1,064.00	12,768.00
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**CITY OF SACRAMENTO
PRICING SCHEDULE**

LANDSCAPE MAINTENANCE SERVICES FOR AREA:

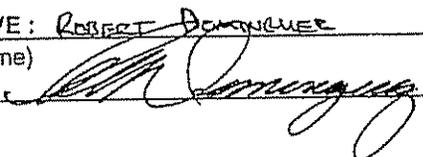
BID SUMMARY SHEET

	SECTION	MONTHLY BID	YEARLY BID
1	GRANITE REGIONAL PARK TOTALS	\$ 4,076.80	\$ 48,921.60
2	JACINTO CREEK PARK TOTALS	\$ 1,918.55	\$ 23,022.60
3	JIBBOOM STREET PARK TOTALS	\$ 1,067.00	\$ 12,804.00
4	JENSEN PARK TOTALS	\$ 846.50	\$ 10,158.00
5	24 TH STREET BYPASS PARK TOTALS	\$ 1,064.00	\$ 12,768.00
6	RICHFIELD PARK TOTALS	\$ 977.00	\$ 11,724.00
7	STEVE JONES PARK TOTALS	\$ 1,064.00	\$ 12,768.00
		\$	\$
		\$	\$

BID TOTAL	\$ 11,013.85	\$ 132,166.20
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COMPANY NAME: DOMINGUEZ LANDSCAPE SERVICES, INC.

REPRESENTATIVE: ROBERT DOMINGUEZ
(Print name)

SIGNATURE:  DATE 11/8/06

PARKS LANDSCAPE MAINTENANCE GROUP #3 – SOUTH OF THE AMERICAN RIVER

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor: DOMINGUEZ LANDSCAPE SERVICES, INC.
Address: 8176 ROJANA CIRCLE, SACRAMENTO, CA 95828

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

- 1 I have read and understand the Living Wage Requirements provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitation for the performance of services under a City contract.
- 2 As a condition of receiving the City contract, I agree to fully comply with the Living Wage Requirements, as well as any additional requirements that may be specified in the City's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, I will pay not less than the minimum compensation specified in the Ordinance to my employees, for all time spent performing any work under my City contract. ****Note: On any contract resulting from this bid, contractor will pay employees at least the Living Wage rate, regardless of dollar value of contract or number of employees. The Living Wage rate for 2007 is expected to be \$10.00 per hour if benefits are paid and \$11.50 per hour if benefits are not paid. Refer to the PLS06-1 for more information on benefit specifications. Contractor is required to maintain and furnish, within 10 days of request by City, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury. (See Attachment A, Payroll Report Form.)****
- 3 If the amount of my City contract is less than \$100,000, as a condition of receiving this contract I will notify the City in writing if the aggregate value of my City contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to me within the previous 12 months, is \$100,000 or more.
- 4 I acknowledge and agree that the Living Wage Requirements, the Ordinance and this Declaration shall constitute part of my City contract, and that these provisions shall govern in the event of any conflict with any other provisions of the contract.
- 5 I further acknowledge and agree that any violation of the Living Wage Requirements or the Ordinance constitutes a material breach of my City contract, and that, if such a breach occurs, the City will be authorized to terminate the contact, and pursue all available legal and equitable remedies
- 6 If requested by the City, I will promptly submit certified payroll records to the City, for myself and/or for my subcontractor(s), as requested by the City, and I will take any other steps as may be required by the City to determine whether my subcontractor(s) or I have complied with the Living Wage Requirements and the Ordinance.
- 7 I will require all of my subcontractors who are covered by these requirements to comply with the Living Wage Requirements and any additional requirements that may be specified in the Ordinance, and I will include these requirements in all subcontracts covered by the Ordinance
8. I will defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the City's Living Wage Requirements or the Ordinance by me or by any subcontractor retained to perform work or provide services under my City contract.

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


Signature of Authorized Representative
Print name: ROBERT DOMINGUEZ
Title: PRESIDENT

Date: 11/8/06

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Page 1 of 3)

DOMINGUEZ LANDSCAPE SERVICES, INC.
Name of Contractor

8376 ROYANA CIRCLE, SACRAMENTO, CA 95828
Address

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

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract")
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3.54 of the Sacramento City Code.
3. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees

4. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.

PARKS LANDSCAPE MAINTENANCE GROUP #3 -- SOUTH OF THE AMERICAN RIVER

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Page 2 of 3)

- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

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

- 5. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
- 6. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to

PARKS LANDSCAPE MAINTENANCE GROUP #3 – SOUTH OF THE AMERICAN RIVER

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Page 3 of 3)

maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

- 7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award

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

- 8. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

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



Signature of Authorized Representative

11/8/06

Date

ROBERT DOMINGUEZ

Print Name

PRESIDENT

Title

PARKS LANDSCAPE MAINTENANCE GROUP #3 – SOUTH OF THE AMERICAN RIVER

GENERAL CONDITIONS

1. Independent Contractor.

1. 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 Contract, 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 therefore exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance of any work and/or the furnishing of any materials under this Contract.
 2. 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, 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 Contract, 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 Contract, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Contract.
 3. If, in the performance of this Contract, 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 Contract, 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.
 4. The provisions of this Section 1 shall survive any expiration or termination of this Contract. Nothing in this Contract shall be construed as to create an exclusive relationship between City and Contractor.
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 which are legally required for Contractor to perform any work or furnish any materials under the Contract. 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 Contract any legally required licenses, permits and approvals. 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. 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.
 4. Confidentiality of City Information. During performance of this Contract, 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, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") which 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,

PARKS LANDSCAPE MAINTENANCE GROUP #3 – SOUTH OF THE AMERICAN RIVER

disclose or communicate in any manner any City Information to any third party without the prior written consent of City. A violation by Contractor of this Section 4 shall be a material violation of this Contract and shall justify legal and/or equitable relief.

5. Contractor Information.

- 1 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 Contract 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 Contract. In this Contract, 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.
2. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's bid 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.
- 3 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 B, 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.

6. Indemnity.

1. Indemnity: Contractor shall fully indemnify and save harmless, City, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties 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"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of Contractor, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Contract, whether or not the City, its officers or employees reviewed, accepted or approved any work performed or materials provided by the Contractor, and whether or not such Liabilities are litigated, settled or reduced to judgment.
2. Obligation to Defend: Contractor shall, upon City's request, defend at Contractor's sole cost any action, claim, suit, cause of action or portion thereof which asserts or alleges Liabilities to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of Contractor, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Contract, whether such action, claim, suit, cause of action or portion thereof is well

PARKS LANDSCAPE MAINTENANCE GROUP #3 – SOUTH OF THE AMERICAN RIVER

founded or not.

3. Insurance Policies; Intellectual Property Claims: Except as may be expressly provided in this Section 6, the existence or acceptance by City of any of the insurance policies or coverages described in this Contract shall not affect or limit any of City's rights under this Section 6, nor shall the limits of such insurance limit the liability of Contractor hereunder. This Section 6 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 5.A., above. The provisions of this Section 6 shall survive any expiration or termination of this Contract

7 Insurance Requirements. During the entire term of this Contract, Contractor shall maintain the following insurance.

1. Minimum Scope of Insurance: Coverage should be at least as broad as:

1. Insurance Services Office Form No. CG 0001 (Commercial General Liability);
2. Insurance Services Office Form No.: CA 0001 (Ed. 1/87) (Automobile Liability, Code "any auto");
3. Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance:

2. Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. Commercial General Liability; \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability; \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.

3. Deductibles and Self-Insured Retention's: Any deductibles or self-insured retentions must be declared to and approved by the City.

4. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:

1. City, its officials, employees and volunteers shall be covered as insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to City, its officials, employees or volunteers
2. Contractor's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.
4. 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.

2. All Coverages:

Each insurance policy require by this Contract shall be endorsed to state that coverages shall not be

PARKS LANDSCAPE MAINTENANCE GROUP #3 -- SOUTH OF THE AMERICAN RIVER

canceled except after thirty (30) days prior written notice has been given to City. In addition, Contractor agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been give to City and City approves the reduction in coverage or limits. Contractor further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to City and City approves such increase.

5. Acceptability of Insurers: Insurance shall be placed with insurers with a Bests' rating of no less than A:VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only; provided, however, that in no event shall a carrier with a rating below B:IX be acceptable.
6. Verification of Coverage: Contractor shall furnish City with certificates of insurance showing compliance with the above requirements and with original endorsements effecting all coverages required by this Contract. The certificates and/or endorsements shall set forth a valid policy number for City, and shall indicate the Issue Date, Effective Date and Expiration Date. The certificates and endorsements for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be forwarded to the City contract representative.
7. Payment Withhold: City shall withhold payments to Contractor if the certificates of insurance and endorsements required in subsection F, above, are canceled or Contractor otherwise ceases to be insured as required herein.
8. Equal Employment Opportunity. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:
 1. 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".
 2. Nondiscrimination: Contractor, with regards to the work performed by it after award and prior to completion of the work pursuant to this Contract, 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.
 3. 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 Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
 4. 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.
 5. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, 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 Contract until Contractor complies;
 2. Cancellation, termination, or suspension of the Contract, in whole or in part.

PARKS LANDSCAPE MAINTENANCE GROUP #3 – SOUTH OF THE AMERICAN RIVER

6. 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.

9. Compliance with Laws. The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

10. Inspection. Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Contract. If deficiencies are found, it shall be the responsibility of the Contractor to pick up the merchandise, make necessary correction and redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.

11. Funding Availability.
 - A. The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.
 - B. The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council
 - C. The Contract shall terminate without penalty at the end of the fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination, subject, further, to the limitation in subsection 11.B. of these General Conditions.
 - D. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.

12. Inspection of Facilities If requested by the City, the Contractor shall provide City with an inspection tour of Contractor's facilities at the location where the work under the Contract will be accomplished.

13. Material Safety Data Sheets (MSDS). It is mandatory for a manufacturer, Contractor or distributor to supply a MSDS with the first shipment of any hazardous material. Also at any time the content of an MSDS is revised, the Contractor shall provide new information relevant to the specific material.

14. Notification of Material Changes in Business. Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to

PARKS LANDSCAPE MAINTENANCE GROUP #3 – SOUTH OF THE AMERICAN RIVER

terminate the Contract either for cause or for convenience as provided in Section 17 of these General Conditions.

15. **Payment and Invoicing.** Unless otherwise specified in the Contract Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice.
16. **Protection of Existing Facilities.** Contractor shall take every precaution to protect all public and private property during the performance of the Contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

17. **Termination.**

1. **Termination for Cause.** If the Procurement Services Manager determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the Contractor fails to correct the unsatisfactory condition(s) within 5 days, the Procurement Services Manager may declare the Contract terminated upon 30 days written notice and may, in the Procurement Services Manager's sole discretion, demand performance by the Contractor's surety, if any, or contract for performance of all or part of the remainder of Contract with another contractor. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor shall again fail to satisfactorily perform pursuant to the Contract, City may thereupon terminate the Contract immediately, with no prior notice. In the event of termination hereunder, the Contractor and/or its surety shall be liable and assessed for any and all costs for re-procurement and completion of the Contract.
2. **Termination for Convenience.** The City may terminate the Contract, in whole or in part, for its convenience and without cause upon giving written notice to the Contractor. The City shall pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with such termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits which have not been earned, or any other costs which have not been incurred, as of the date of termination.
3. **Termination After Completion Date.** If the Contractor fails to complete its performance of the Contract within the time specified in the Contract (including any approved extension of such time), if any, the Contract may be terminated and, in the event of such termination, the Contractor shall not be paid or allowed any further compensation for any costs incurred after such termination. The City may thereafter proceed to complete the Contract either by rebidding or otherwise, and the Contractor and its surety, if any, shall be liable to the City for all loss or damage that the City may suffer on account of the Contractor's failure to complete the Contract on time.

18. **Guarantee.** By submitting its bid, the Contractor guarantees that all merchandise delivered and/or work or services performed under the Contract shall meet the minimum requirements set forth herein. If it is

determined by the City that the merchandise delivered or work or services performed does not meet the minimum requirements of the Contract, the Contractor shall be required to correct the same at Contractor's sole expense.

19. **Entire Agreement; Order of Precedence** The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:

1. Post-Award Amendments.
2. Pricing Schedule(s), as corrected by City, if applicable.
3. Pre-Award Addenda.
4. Special Provisions.

PARKS LANDSCAPE MAINTENANCE GROUP #3 – SOUTH OF THE AMERICAN RIVER

5. Bid Instructions and Requirements.
 6. General Conditions
 7. Technical Specifications and/or Plans
20. Waiver. Neither City acceptance of, or payment for, any work performed or material supplied 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 Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
21. Enforcement of Contract. This Contract 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 Contract 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.
22. Assignment Prohibited. The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on Contractor under this Contract. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.
23. Binding Effect. This Contract shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 22, above.

SPECIAL PROVISIONS

These Special Provisions apply to this Bid and to any resulting Contract/Agreement.

SERVICES

Contractor shall provide to the City of Sacramento the services described in the Maintenance Performance Schedule(s) contained herein in accordance with the specifications in the Park Maintenance Services General Specifications and Provisions (PLS06-1). Contractor shall provide said services at the time, place, and in the manner specified. The Contractor shall not be compensated for services outside the scope of the services specified unless prior to the commencement of such services: (a) Contractor notifies the City that such service is deemed an additional service and Contractor estimates the additional compensation required for this activity; and (b) the City, after notice, approves, in writing, the additional service and amount of compensation therefore.

FEE SCHEDULE/MANNER OF PAYMENT

- A. Fees. Fees shall be paid in conformance with the Price Schedule(s) submitted by Contractor in response to this Invitation for Bid and set forth herein.
- B. Payment Terms. Payment terms are net 30 unless Contractor offers a prompt payment discount at the time of invoicing. All prompt payment discounts, if taken, shall be computed from the date of completion of service, or from date of receipt of invoice, whichever is latest
- C. Invoicing. Request for payment shall be sent to:

Parks Operations Division
5730 24th Street, Bldg. 12
Sacramento, CA 95822
Office (916) 433-6203
ATTN: Wally Cole

FACILITIES AND EQUIPMENT

Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement.

GENERAL PROVISIONS

The provisions set forth in Exhibit "B" of the Park Maintenance Services General Specifications and Provisions (PLS06-1), which include insurance requirements, are part of this Agreement. In the event of any inconsistency between said provisions and any other terms or conditions of this Agreement, these provisions shall prevail.

CONTRACT TERM

- A. Any contract(s) resulting from this bid shall be effective from date of award by City Council or January 1, 2007, whichever occurs later and shall end December 31, 2007.
- B. Option to Extend The contract may be extended on a year-to-year basis, however, in no case shall the initial contract period, combined with any extension(s) exceed a total term in excess of three (3) years. The City reserves the right to renew the contract under the terms and conditions of the "Park Maintenance Services General Specifications and Provisions" being used by the City at the time of renewal.

PARKS LANDSCAPE MAINTENANCE GROUP #3 – SOUTH OF THE AMERICAN RIVER

PURCHASE ORDER

- A A Purchase Order will be issued to the Contractor awarded the Bid on behalf of the City organization(s) who will be ordering items/services covered in the contract. The contract will consist of the Purchase Order and the Invitation for Bid document and will incorporate all items and provisions in the Invitation for Bid document, the submitted Pricing Schedules and other submissions, and the "Landscape Maintenance Services General Specifications and Provisions". Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th, a second purchase order may be issued.
- B A Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract, and any modification thereto.
- C Delivery of material and/or services is not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

PRICE ADJUSTMENTS

No price changes are permitted during the first term of the agreement. If the agreement is extended beyond the initial term, prices quoted may be subject to adjustment based on changes in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area.

DRUG-FREE WORKPLACE POLICY

The City of Sacramento is committed to providing a safe workplace for its employees and citizens alike. An essential part of this commitment is keeping the work environment free from drugs. In 1989, to assist in the achievement of this end, the City established a Drug-Free Workplace Policy.

As a contractor doing business with the City, it is expected that your firm will also implement a drug-free policy that informs your employees of the dangers and prohibition of drug abuse and that you will join with the City in maintaining a drug-free workplace.

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

CONFERENCE (PRE-AWARD)

The apparent lowest responsible Contractor may be required to attend a pre-award conference at a mutually acceptable time at which all requirements of these specifications will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

CHANGES IN THE WORK

The Contractor may be ordered in writing by the Project Manager, without invalidating this contract, to make changes in the work within the general scope of this contract consisting of additions, deletions, or other revisions. The Contractor, prior to the commencement of such changed or revised work, shall submit to the City written copies of any claim for adjustment to the contract amount and time of completion for such revised work in accordance with the procedure set forth in the contract documents.

CONTRACT REPRESENTATIVE

A. The City Representative (hereinafter referred to as "Inspector") for this Bid and any resulting Agreement is:

Dan Giammona Park Operations Supervisor (916) 808-4070
(Name) (Title) (Telephone)

All contractor questions pertaining to performance under this agreement will be referred to the above named person, or the representative's designee.

B. The Contractor Representative for this Agreement is:

DANIEL CARR SALES / MARKETING (916) 381-8855
(Name) (Title) (Telephone)

C. All correspondence relating to the bidding and contracting process is to be addressed to:

City of Sacramento
Procurement Services Division
Attn: Barbara Collins – Program Analyst
915 I Street, 2nd Floor
Sacramento, CA 95814

QUANTITIES (ESTIMATES)

The quantities specified are based upon the best estimates available and are subject to increase or decrease.

SUBCONTRACTS AND ASSIGNMENTS

No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be subcontracted in whole or in part, nor assigned by the contractor, nor may assignment of any money due or to become due the contractor under this contract be made without the prior written consent of the City.

Where authorized by the City, the contractor shall select all subcontractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.

PROTECTION OF EXISTING FACILITIES

Contractor shall take every precaution to protect all public and private property during the performance of this contract. Contractor shall re-secure property to which access was gained prior to leaving. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor. Contractor payments for work performed may be withheld until any such damage is repaired to the City's satisfaction. Note: All damage shall immediately be reported to the contract representative.

COMPLIANCE WITH OSHA

The Contractor shall be responsible for strict compliance with all requirements of the California Occupational Safety and Health Act (OSHA) that are applicable to the work to be accomplished pursuant to this contract. OSHA shall be construed to include, but not be limited to, all applicable safety orders issued by the Division of

BID NO. B071187031
PARKS LANDSCAPE MAINTENANCE GROUP #3 – SOUTH OF THE AMERICAN RIVER

Occupational Safety and Health, Department of Industrial Relations, State of California. In the event the Contractor, or any of his employees, shall observe any violation of OSHA in or on the premises on which the Contractor is to perform work pursuant to this contract, the Contractor shall immediately give written notice to the City of such violation.

DISMISSAL OF UNSATISFACTORY EMPLOYEES

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

DEFAULT BY CONTRACTOR

In case of default by Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby.

DATE BID OPENED 11-8-06
EMPLOYEE INITIALS V.M.
MARK ONE BOX FOR EACH ITEM ONLY

BID SECURITY
 NONE REQUIRED
 PROPERLY SIGNED

BID DEPOSIT TYPE
 BID BOND
 CALIF. BANK CASHIER'S CHECK
 CERTIFIED CHECK
 CASH
 CALIF. BANK MONEY ORDER

AFTER AWARD OF BID
 SECURITY RETURNED
 SECURITY ACCEPTED
BY EMPLOYEE INITIALS _____

**SCOPE OF WORK FOR THE LANDSCAPE MAINTENANCE
OF GRANITE PARK**

Granite Park is located on Ramona Avenue at Power Inn Road. The area of Granite Park to be maintained is the developed park area, synthetic turf field, skateboard park, and paved areas that serve the park.

Scope of work includes, but is not limited to, mowing and edging; weed, pest and disease control; irrigation systems maintenance; approved watering techniques for landscape plants; fertilizer application; approved method and techniques used for pruning shrubs and trees; turf renovation; chemical controls; trash and debris control; tree staking; immediate reporting of vandalism and/or safety hazards to Inspector and other maintenance required to keep designated areas in a safe, attractive, and usable condition, and maintain all plant material in good condition with horticulturally acceptable growth and color.

MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS

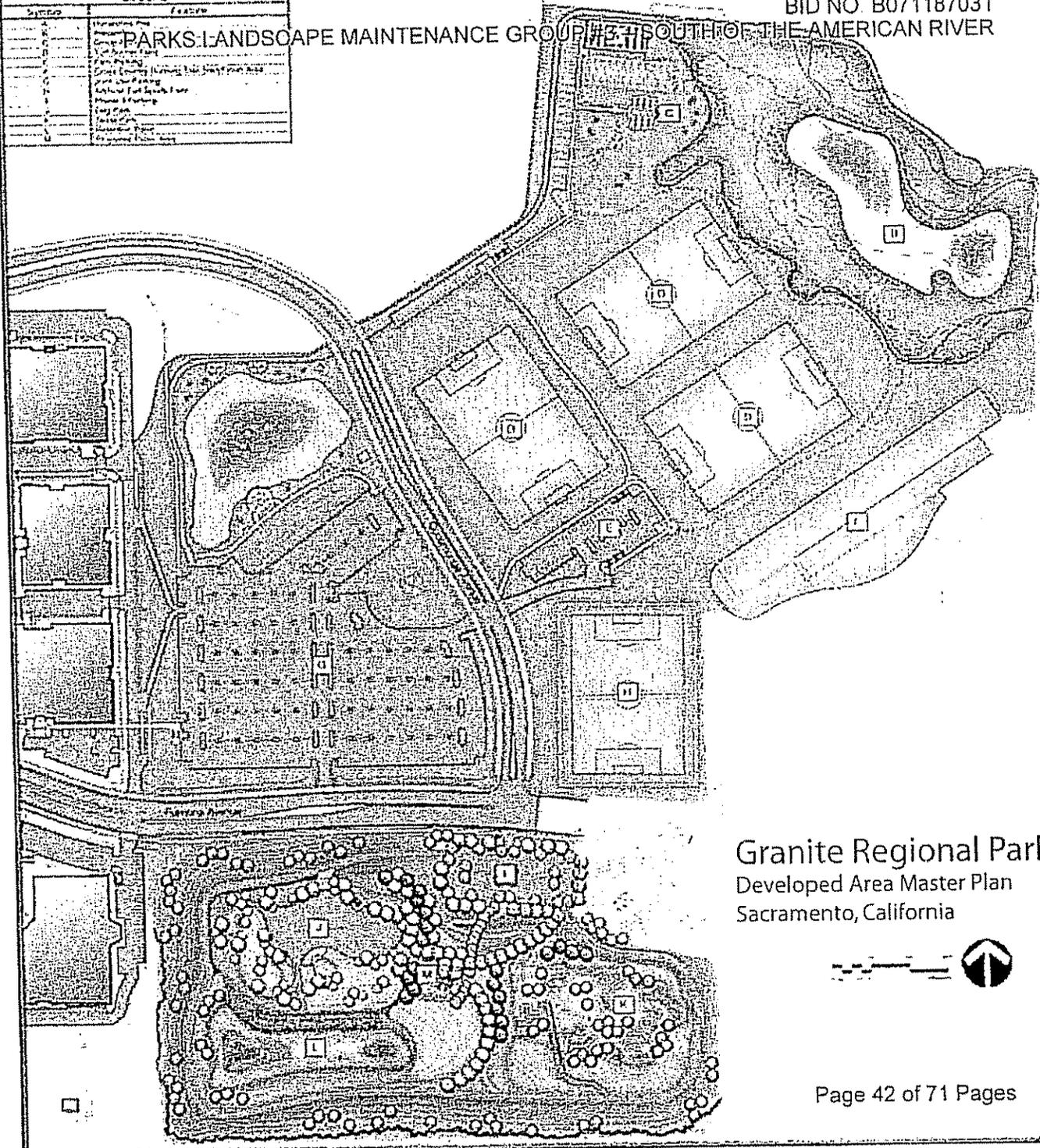
ACRES: 26

SITE NAME: GRANITE REGIONAL PARK		DAILY	BI-WEEK	WEEKLY	BI-MNTHLY	MNTHLY	X-YR.	AS REQ.	COMMENTS
LOCATION: RAMONA AVENUE									
SITE SERVICED		X							
INSPECT. MEETING			X						
IRRIGATION MEETING			X						
TURF CARE - Mowing & Irrigation									
MOW				X					
EDGE						3X			3X PER YEAR
CHEMICAL							X		BI-WKLY MAR-OCT; AS NEEDED NOV-MAR
MECHANICAL			X						2X PER YEAR - SPRING & FALL; INCLUDES DOG PARK
FERTILIZE									
WEED CONTROL							3X		3X PER YEAR; PRE-EMERGENT APPLICATION IN SPRING
CHEMICAL									
MECHANICAL						X			
IRRIGATION SYSTEM (Including synthetic field)									
INSPECT				X					
TEST				X					
REPAIR								X	
CLEAN-UP & INSPECTION (Including synthetic turf field and skateboard park)									
LITTER CONTROL		X							X
LEAF REMOVAL									X
TREE STAKING AND TYING									X
HEDGE AND SHRUB CARE									
HAZARDS AND VANDALISM		X							
PICNIC AREA(S)		X							
PARK PARKING LOT & SIDEWALKS		X							
SKATEBOARD PARK		X							
Blow skate bowls and hardscape				X					X
Minor graffiti removal									
SYNTHETIC TURF FIELD									
Wash spills - on and near field						X			X
Rake field w/brush attachment									ATTACHMENT PROVIDED BY CITY
ADDITIONAL LANDSCAPE SERVICES									

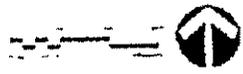
BID NO. B071187031

PARKS LANDSCAPE MAINTENANCE GROUP #3.11 SOUTH OF THE AMERICAN RIVER

Legend	
SYMBOL	FEATURE
[Symbol]	Proposed Path
[Symbol]	Proposed Drive
[Symbol]	Proposed Lane
[Symbol]	Proposed Alley
[Symbol]	Proposed Walkway
[Symbol]	Proposed Ramp
[Symbol]	Proposed Staircase
[Symbol]	Proposed Deck
[Symbol]	Proposed Platform
[Symbol]	Proposed Structure
[Symbol]	Proposed Utility
[Symbol]	Proposed Other



Granite Regional Park
 Developed Area Master Plan
 Sacramento, California



**SCOPE OF WORK FOR THE LANDSCAPE MAINTENANCE
OF JACINTO CREEK PARK**

Jacinto Creek Park is located at 8600 West Stockton Boulevard in South Sacramento. The area of Jacinto Creek Park to be maintained is the developed park area and paved areas that serve the park.

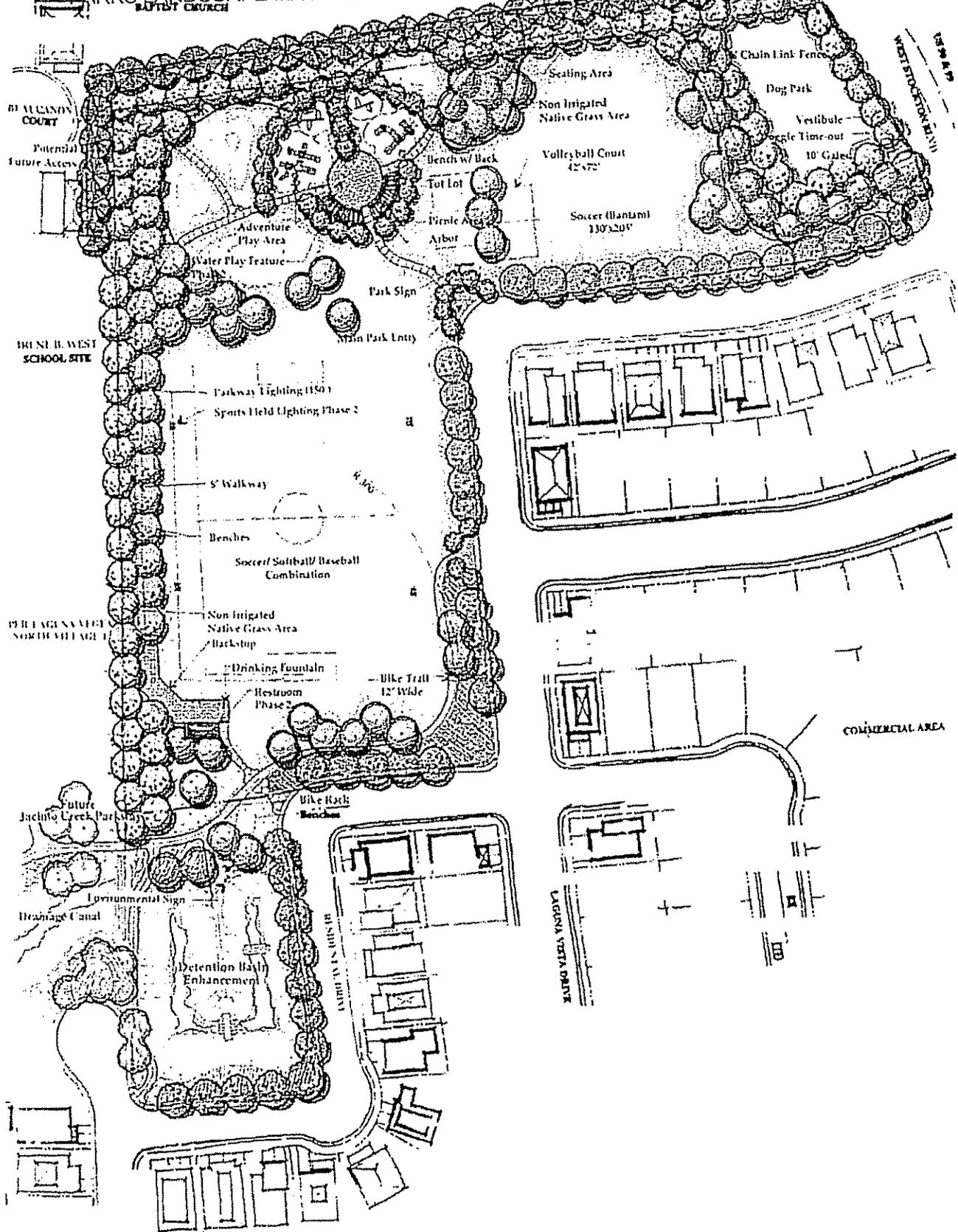
Scope of work includes, but is not limited to, mowing and edging; weed, pest and disease control; irrigation systems maintenance; approved watering techniques for landscape plants; fertilizer application; approved method and techniques used for pruning shrubs and trees; turf renovation; chemical controls; trash and debris control; tree staking; immediate reporting of vandalism and/or safety hazards to Inspector and other maintenance required to keep designated areas in a safe, attractive, and usable condition, and maintain all plant material in good condition with horticulturally acceptable growth and color

MAINTENANCE PERFORMANCE SCHEDULE
 MINIMUM REQUIREMENTS

SITE NAME: JACINTO CREEK PARK
 8600 WEST STOCKTON BOULEVARD (@LAGUNA VISTA DRIVE) ACRES: 11

	DAILY	5XWK	WEEKLY	MTHLY	BI-MNTHLY	6X-YR.	AS REQ.	COMMENTS
SITE SERVICED	X							
INSPECT. MEETING			X					
IRRIGATION MEETING			X					
TURF CARE - Mowing & Irrigation								
MOW			X					
EDGE					3X			3 X PER YEAR
CHEMICAL						X		BI-WEEKLY MAR-OCT; AS NEEDED NOV-MAR
MECHANICAL		X						6XYR JAN, MARCH, MAY, JULY, SEPT, NOV
FERTILIZE					6X			
WEED CONTROL						3X		3X PER YEAR; PRE-EMERGENT APPLICATION
CHEMICAL								IN SPRING
MECHANICAL					X			
IRRIGATION SYSTEM								
INSPECT			X					
TEST			X					
REPAIR							X	
CLEAN-UP & INSPECTION								
LITTER CONTROL	X							
LEAF REMOVAL							X	
TREE STAKING AND TYING							X	
HEDGE AND SHRUB CARE							X	
HAZARDS AND VANDALISM	X							
PICNIC AREA(S)	X							
ADDITIONAL LANDSCAPE SERVICES								
TURF RENOVATION								
AERATION								
OTHER:								

PARKS LANDSCAPE MAINTENANCE GROUP #3 - SOUTH OF THE AMERICAN RIVER



**SCOPE OF WORK FOR THE LANDSCAPE MAINTENANCE
OF JIBBOOM STREET PARK**

Jibboom Street Park is located at Jibboom Street at Sacramento River. The area of Jibboom Street Park to be maintained is the developed park area.

Scope of work includes, but is not limited to, mowing and edging; weed, pest and disease control; irrigation system maintenance; approved watering techniques for landscape plants; fertilizer application; approved method and techniques used for pruning shrubs and trees; turf renovation; chemical controls; trash and debris control; tree staking; immediate reporting of vandalism and/or safety hazards to Inspector and other maintenance required to keep designated areas in a safe, attractive, and usable condition, and maintain all plant material in good condition with horticulturally acceptable growth and color.

MAINTENANCE PERFORMANCE SCHEDULE
 MINIMUM REQUIREMENTS

		ACRES: 2				COMMENTS		
		DAILY	BI-WEEK	WEEKLY	BI-MNTHLY		MONTHLY	X-YR.
SITE: JIBBOOM STREET PARK								
LOCATION: JIBBOOM STREET AT SACRAMENTO RIVER								
SITE SERVICED	X							
INSPECT. MEETING			X					
IRRIGATION MEETING			X					
TURF CARE - Mowing & Irrigation								
MOW			X					
EDGE							X	
CHEMICAL							X	
MECHANICAL							X	
FERTILIZE								
WEED CONTROL							X	INCLUDES BIKE TRAIL AREA
CHEMICAL								INCLUDES BIKE TRAIL AREA
MECHANICAL				X				
IRRIGATION SYSTEM								
INSPECT			X					
TEST			X					
REPAIR								X
CLEAN-UP & INSPECTION								
LITTER CONTROL	X							X
LEAF REMOVAL								X
TREE STAKING AND TYING								X
HEDGE AND SHRUB CARE								X
HAZARDS AND VANDALISM	X							
PICNIC AREA(S)								
PARK PARKING LOT								
ADDITIONAL LANDSCAPE SERVICES								
TURF RENOVATION								
AERATION								
OTHER:								

SITE INFORMATION: Jibboom Street Park

IRRIGATION: AUTO: MANUAL: OTHER:

CONTROLLERS:		LOCATION:
NUMBER OF:	1	Jibboom Street
TYPE:	Rainmaster Central Control 18 station	

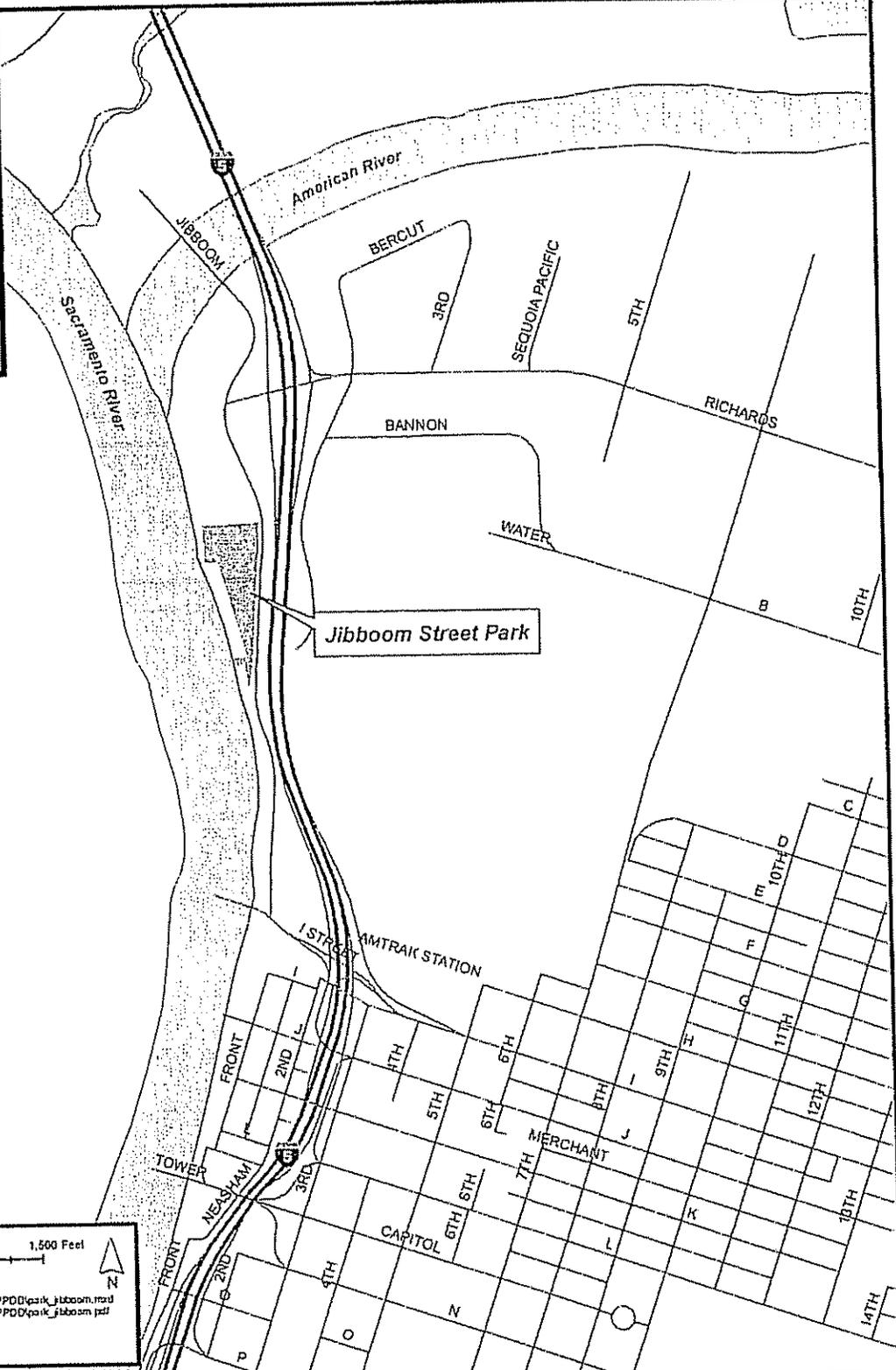
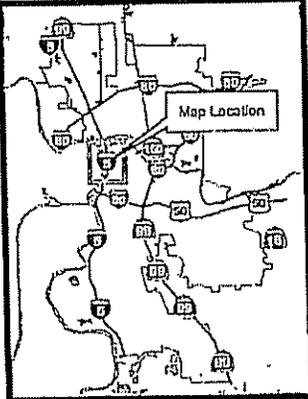
VALVE NUMBERS:	VALVE LOCATIONS:
A1-17	Throughout park site, turf and shrub areas.
MAIN:	3"

LANDSCAPE: LANDSCAPED: 8,845 S.F. TURF 22,760 S.F. NO-MOW 30,640 S.F.

GROUND COVER		SHRUBS		TREES	
TYPE	QUANTITY	TYPE	QUANTITY	TYPE	QUANTITY
No-Mow Turf		Butterfly Bush		Chinese Pistache	12
		Lorapetalum		Valley Oak	7
		Purple Sage		Red Oak	11



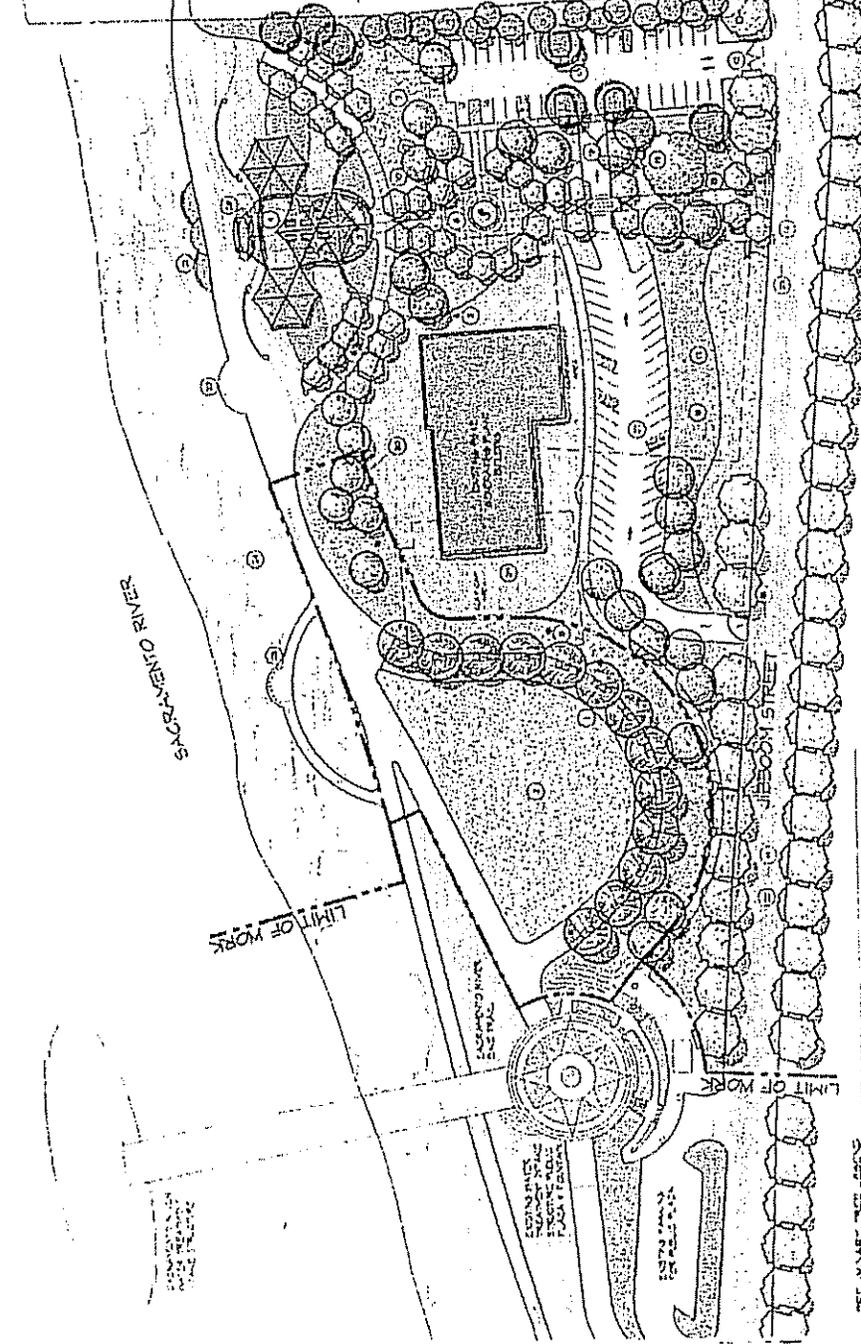
PARKS LANDSCAPE MAINTENANCE GROUP #3 - SOUTH OF THE AMERICAN RIVER
City of Sacramento
Department of Parks and Recreation
Jibboom Street Park



City Limits

0 250 500 1,000 1,500 Feet

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 June 1 2006 jch



MATER PLAN LEGEND

PHASE 1 IMPROVEMENTS

- 1) EXISTING SANDY PAVEMENT IN ALBERT SHADE TREES, DECORATIVE PAVEMENT AND SITE FLOOR DRIPS (CONCRETE TRUCK, ETC)
- 2) IMPROVED SIDEWALK WITH NEW GREEN
- 3) EXISTING ON-SITE MONITORING WELL LOCATION, RETURN 1 PLACED IN PLACE

PHASE 2 IMPROVEMENTS

- 4) LARGE OPEN PINE AREA IN PARK SHADE CANOPY AREA, IMMEDIATELY NEED TO ACCOMMODATE APPROX 400 PEOPLE, TERRACE OVERLOOK AT 400'± ON ONE SIDE, OVERLOOK PAVILION, BALUNES AND SEATING TO MATCH EXISTING AT JIBBOOM TRAIL
- 5) IMPROVED ACCESS (SIDE) AREA (PARK) PARKING LOT TO LEVELS
- 6) IMPROVED ACCESS (SIDE) AREA (PARK) PARKING LOT TO LEVELS
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- 1) CANOPY STREET TREE
- 2) PINEWOOD SHADE TREE
- 3) SAGE PALM TREE
- 4) SPANISH SHADE TREE
- 5) SCISSOR TREE
- 6) VILLY DASHOFT
- 7) REPANAH SHADYWOOD TREE
- 8) REPANAH ACERY TREE
- 9) CECILIA ROYAL OAK
- 10) HAWTHORN
- 11) PLATANUS
- 12) BIRCH
- 13) Sycamore
- 14) Magnolia
- 15) Redwood
- 16) Sequoia
- 17) Juniper
- 18) Cedar
- 19) Fir
- 20) Spruce
- 21) Pine
- 22) Cypress
- 23) Palm
- 24) Bamboo
- 25) Grass
- 26) Flower
- 27) Shrub
- 28) Tree
- 29) Plant
- 30) Garden
- 31) Field
- 32) Park
- 33) Area
- 34) Zone
- 35) Region
- 36) District
- 37) County
- 38) State
- 39) Country
- 40) World

**JIBBOOM STREET PARK
 PARK MASTER PLAN**

Stantec Consulting Inc.
 2700 West 10th Street
 Suite 100
 Fort Collins, CO 80501
 970.491.1234
 www.stantec.com



Stantec

**SCOPE OF WORK FOR THE LANDSCAPE MAINTENANCE
OF JENSEN PARK**

Jensen Park is located at 6432 Park Village Street. The area of Jensen Park to be maintained is the developed park area.

Scope of work includes, but is not limited to, mowing and edging; weed, pest and disease control; irrigation system maintenance; approved watering techniques for landscape plants; fertilizer application; approved method and techniques used for pruning shrubs and trees; turf renovation; chemical controls; trash and debris control; tree staking; immediate reporting of vandalism and/or safety hazards to Inspector and other maintenance required to keep designated areas in a safe, attractive, and usable condition, and maintain all plant material in good condition with horticulturally acceptable growth and color.

MAINTENANCE PERFORMANCE SCHEDULE
 MINIMUM REQUIREMENTS

SITE: JENSEN PARK
 LOCATION: 6432 PARK VILLAGE STREET
 ACRES: 1.5

	DAILY	BI-WEEK	WEEKLY	BI-MNTHLY	MNTHLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED	X							
INSPECT. MEETING			X					
IRRIGATION MEETING			X					
TURF CARE - Mowing & Irrigation								
MOW			X					
EDGE					3X			3 X PER YEAR
CHEMICAL						X		BI-WEEKLY MAR-OCT; AS NEEDED NOV-MAR
MECHANICAL		X			6X			6XYR JAN, MARCH, MAY, JULY, SEPT, NOV
FERTILIZE								
WEED CONTROL						3X		3X PER YEAR; PRE-EMERGENT APPLICATION
CHEMICAL								IN SPRING
MECHANICAL				X				
IRRIGATION SYSTEM								
INSPECT			X					
TEST			X					
REPAIR							X	
CLEAN-UP & INSPECTION								
LITTER CONTROL	X							
LEAF REMOVAL							X	
TREE STAKING AND TYING							X	
HEDGE AND SHRUB CARE							X	
HAZARDS AND VANDALISM	X							
PICNIC AREA(S)	X							
PARK PARKING LOT								
ADDITIONAL LANDSCAPE SERVICES								
TURF RENOVATION								
AERATION								
OTHER:								

SITE INFORMATION: CHARLIE JENSEN PARK

IRRIGATION:

AUTO: MANUAL: OTHER:

CONTROLLERS: JOHN DEERE (United Green Tech) 18 Stations
 SAG-RM8-18/RHG/PMR-CAC With Solar - PIB3E3
 LOCATION: 6432 Park Village Street

	Map of location will be provided at time of award

VALVE LOCATIONS: 13 Valves

	Map of location will be provided at time of award

MAIN: 3"

Map of location will be provided at time of award

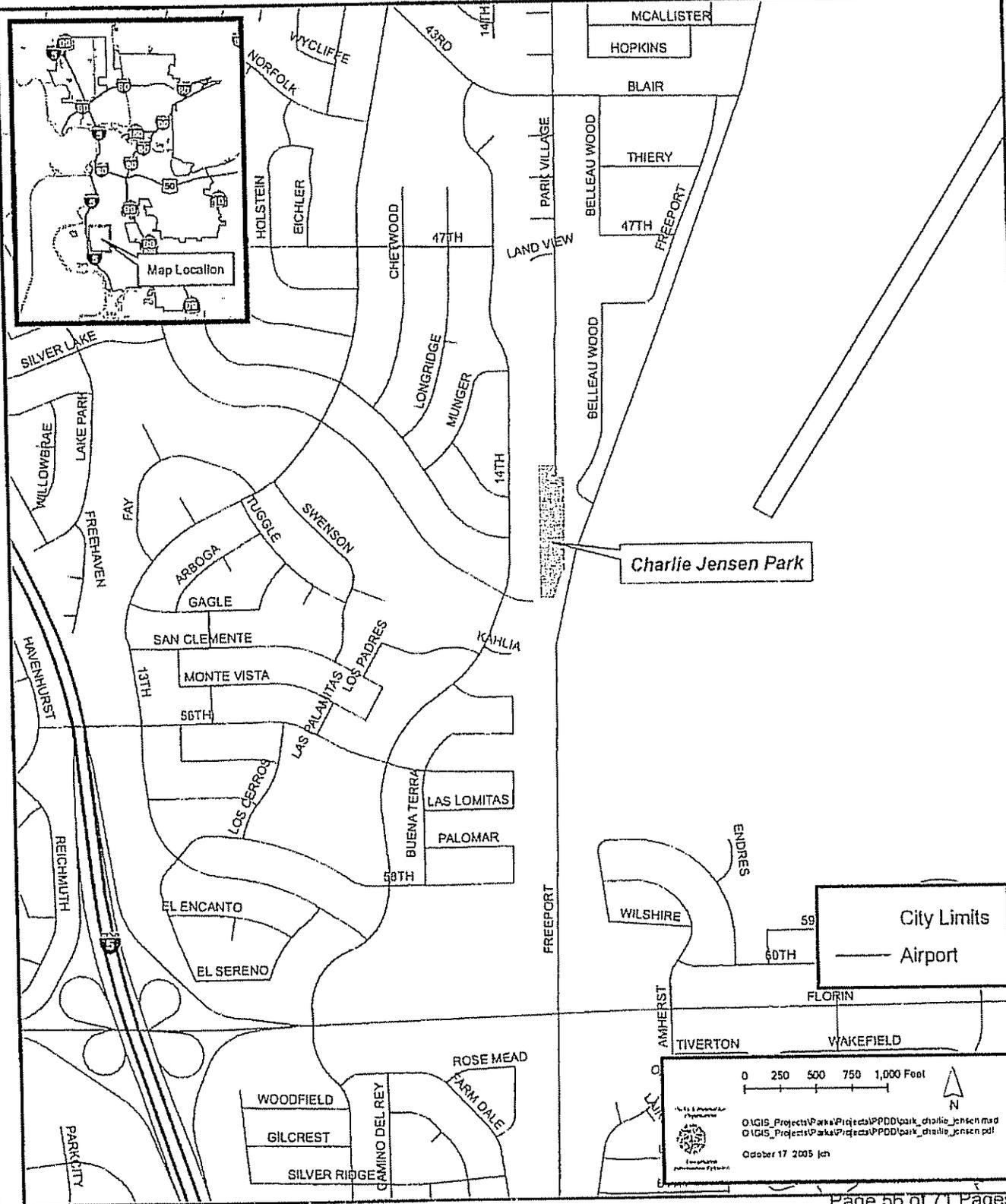
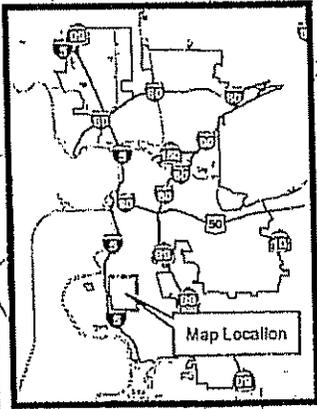
LANDSCAPE:

LANDSCAPED: Yes TURF Yes

GROUND COVER/SHRUBS	TREES
SHRUBS	TREES
Buddleia Davidii Nanhoensis-156	Acer Rubrum - 3
Ceanipijis 'centennial' - 32	Cercis Occidentalis - 6
Lantana Mon. 'White Lightnin' - 14	Aesculus Californica - 9
Muhlenbergia Rigens - 228	Cofinus Coggygria - 6
Rosmarinus 'Prostratus' - 24	Quercus Wislenzii - 12
Phormium 'Tom thumb' - 120	Quercus Lobata - 14
Zauschneria Californica - 45	Nyssa Sylvatica - 12

Lawn - 13,600 Sq. Feet Native Area - 37,165 Sq. Ft.

PARKS LANDSCAPE MAINTENANCE GROUP #3 - SOUTH OF THE AMERICAN RIVER
City of Sacramento
Department of Parks and Recreation
Charlie Jensen Park



Charlie Jensen Park

City Limits
— Airport

0 250 500 750 1,000 Foot

City of Sacramento
Department of Parks and Recreation
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October 17 2005 jch

SCOPE OF WORK FOR THE LANDSCAPE MAINTENANCE
OF 24TH STREET BYPASS PARK

24th Street Bypass Park is located at 24th St. Bypass At 24th Street. The area of 24th Street Bypass Park to be maintained is the developed park area.

Scope of work includes, but is not limited to, mowing and edging; weed, pest and disease control; irrigation system maintenance; approved watering techniques for landscape plants; fertilizer application; approved method and techniques used for pruning shrubs and trees; turf renovation; chemical controls; trash and debris control; tree staking; immediate reporting of vandalism and/or safety hazards to Inspector and other maintenance required to keep designated areas in a safe, attractive, and usable condition, and maintain all plant material in good condition with horticulturally acceptable growth and color.

**MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS**

ACRES: 3.5

SITE: 24TH ST. BYPASS LOCATION: 24TH ST. BYPASS AT 24TH ST.		DAILY	BI-WEEK	WEEKLY	BI-MONTHLY	MONTHLY	X-YR.	AS REQ.	COMMENTS
TURF CARE - Mowing & Irrigation									
SITE SERVICED	X								
INSPECT. MEETING			X						
IRRIGATION MEETING			X						
MOW			X						
EDGE						3X			3 X PER YEAR
CHEMICAL							X		BI-WEEKLY MAR-OCT; AS NEEDED NOV-MAR
MECHANICAL		X							6XYR JAN. MARCH, MAY, JULY, SEPT, NOV
FERTILIZE							6X		
WEED CONTROL							3X		3X PER YEAR; PRE-EMERGENT APPLICATION
CHEMICAL									IN SPRING
MECHANICAL					X				
IRRIGATION SYSTEM									
INSPECT			X						
TEST			X						
REPAIR								X	
CLEAN-UP & INSPECTION									
LITTER CONTROL	X								
LEAF REMOVAL								X	
TREE STAKING AND TYING								X	
HEDGE AND SHRUB CARE								X	
HAZARDS AND VANDALISM	X								
PICNIC AREA(S)	X								
PARK PARKING LOT									
ADDITIONAL LANDSCAPE SERVICES									
TURF RENOVATION									
AERATION									
OTHER:									

SITE INFORMATION: 24th Street Bypass - Phase 1

IRRIGATION:

AUTO: MANUAL: OTHER:

CONTROLLERS: JOHN DEERE (United Green Tech) 31 Stations
 SA6-RM7-48/PMR-CAC/DFSAV-125B+300P-EV-CAB-SEN
 LOCATION: 7300 24th Street, Sacramento CA, 95822

	Map of location will be provided at time of award

VALVE LOCATIONS: 31 Valves In Phase 1

	Map of location will be provided at time of award
	Map of location will be provided at time of award

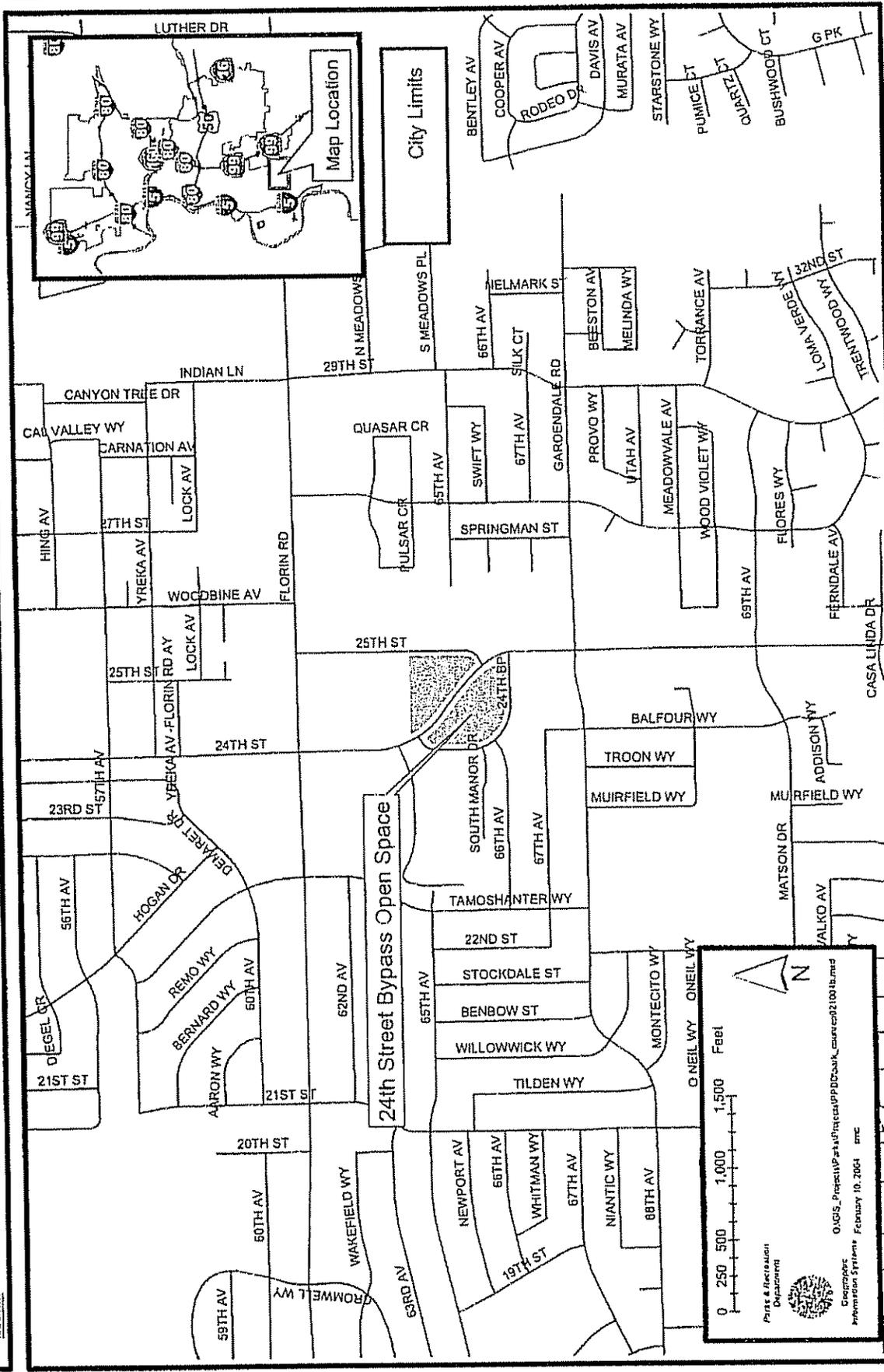
MAIN: 3"

LANDSCAPED: Yes TURF Yes

LANDSCAPE:

GROUND COVER/SHRUBS - Quantity	SHRUBS - Quantity	TREES - Total Quantity 132
Arctostaphylos 'emerald carpet'/ Manzanita - 178	Ceanothus 'cenetennial'/ Wild Lilac - 18 Hemerocallis 'Our Gertrude' - 47 Loropetalum Chinense 'Razzleberry' - 38 Rhamnus Californica 'Mound San Bruno' - 32 Zauschneria Californica - 26	Celtis Occidentalis Cercis Occidentalis Lagerstroemia Indica 'tuscara' Pinus Sabiniana Pistacia Chinensis Aeculus Californica Prunus Cerasifera Quercus Lobata Quercus Rubra Quercus Wislizenii Sequoia Sempervirens
Lawn - 63,933 Sq. Feet		
No-Mow -Irrigated Fescue - 60,933 Sq. Ft.		
Non-Irrigation Native Area - 55,723 Sq. Ft.		

City of Sacramento Department of Parks and Recreation 24TH STREET BYPASS OPEN SPACE



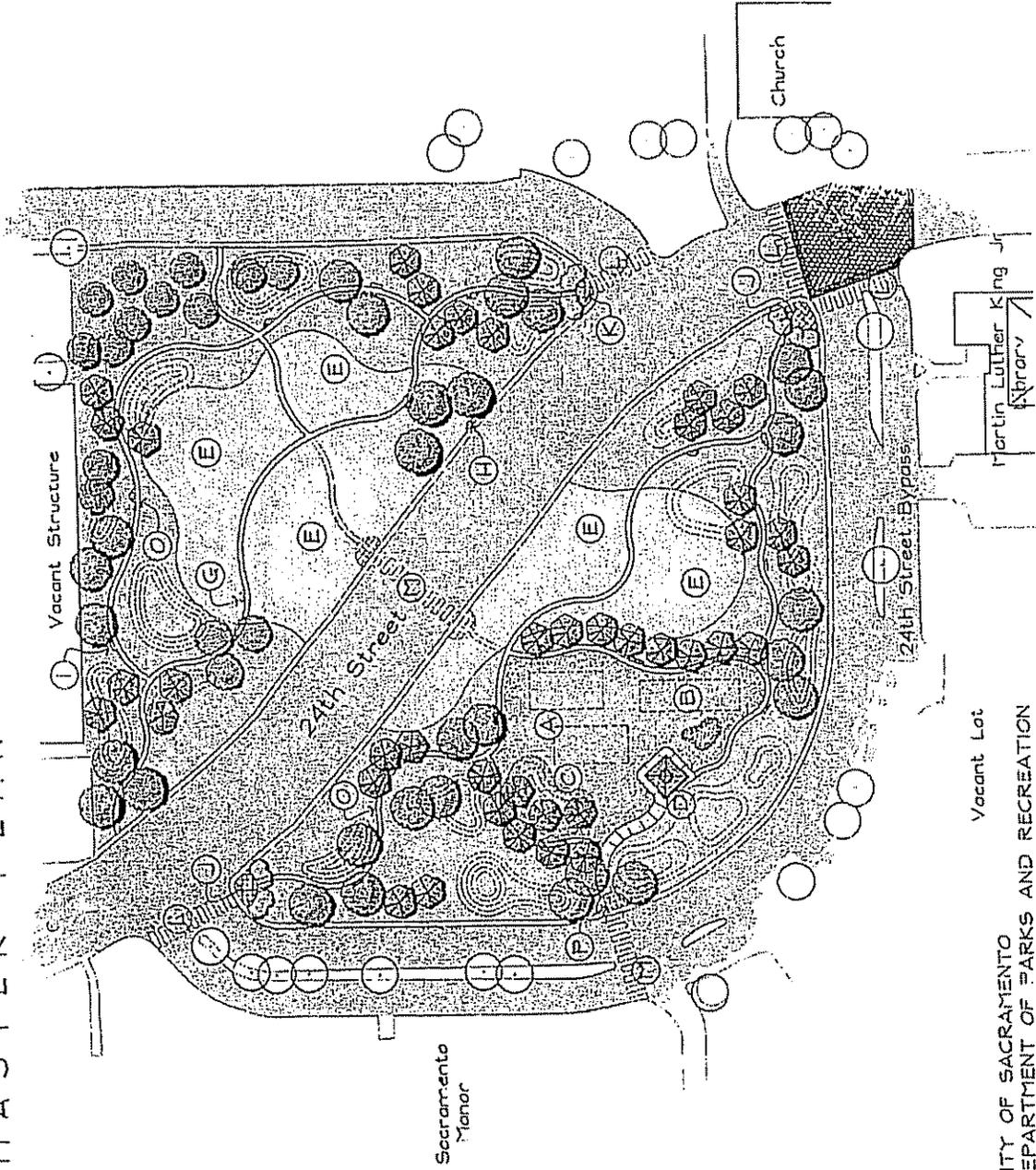
0 250 500 1,000 1,500 Feet

North Arrow

City of Sacramento
Department of Parks and Recreation
GIS
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February 18, 2004

24TH STREET BYPASS

MASTER PLAN



LEGEND

- A. VOLLEYBALL COURTS
- B. BOCCIE BALL COURT
- C. GRASS AMPHITHEATER
- D. GROUP PICNIC AREA
- E. MEADOW
- G. FITNESS STATION
- H. BUS STOP
- I. BENCH
- J. ENTRY W/ SEATWALL & SIGN
- K. CORNER TREATMENT
- L. CROSSWALK
- M. PROPOSED CROSSWALK
- N. ENHANCED PAVING
- O. DECOMPOSED GRANITE WALKWAYS
- P. 10' CONCRETE MAINTAINENCE ACCESS



PROJECT MANAGER: JEFF NITTKA
 DRAWN BY: MICHAEL ROSALES

CITY OF SACRAMENTO
 DEPARTMENT OF PARKS AND RECREATION
 APRIL 2004

**SCOPE OF WORK FOR THE LANDSCAPE MAINTENANCE
OF RICHFIELD PARK**

Richfield Park is located at 1908 Expedition Way. The area of Richfield Park to be maintained is the developed park area.

Scope of work includes, but is not limited to, mowing and edging; weed, pest and disease control; irrigation system maintenance; approved watering techniques for landscape plants; fertilizer application; approved method and techniques used for pruning shrubs and trees; turf renovation; chemical controls; trash and debris control; tree staking; immediate reporting of vandalism and/or safety hazards to Inspector and other maintenance required to keep designated areas in a safe, attractive, and usable condition, and maintain all plant material in good condition with horticulturally acceptable growth and color.

MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS

SITE: RICHFIELD
 LOCATION: 1908 EXPEDITION WAY
 ACRES: 3

	DAILY	BI-WEEK	WEEKLY	BI-MONTHLY	MONTHLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED	X							
INSPECT. MEETING			X					
IRRIGATION MEETING			X					
TURF CARE - Mowing & Irrigation								
MOW			X					
EDGE					3X			3 X PER YEAR
CHEMICAL						X		BI-WEEKLY MAR-OCT; AS NEEDED NOV-MAR
MECHANICAL		X			6X			6X/YR JAN, MARCH, MAY, JULY, SEPT, NOV
FERTILIZE								
WEED CONTROL						3X		3X PER YEAR; PRE-EMERGENT APPLICATION
CHEMICAL								IN SPRING
MECHANICAL					X			
IRRIGATION SYSTEM								
INSPECT			X					
TEST			X					
REPAIR							X	
CLEAN-UP & INSPECTION								
LITTER CONTROL	X							
LEAF REMOVAL							X	
TREE STAKING AND TYING							X	
HEDGE AND SHRUB CARE							X	
HAZARDS AND VANDALISM	X							
PICNIC AREA(S)	X							
PARK PARKING LOT								
ADDITIONAL LANDSCAPE SERVICES								
TURF RENOVATION								
AERATION								
OTHER:								

SITE INFORMATION: Richfield Park

IRRIGATION: AUTO: MANUAL: OTHER:

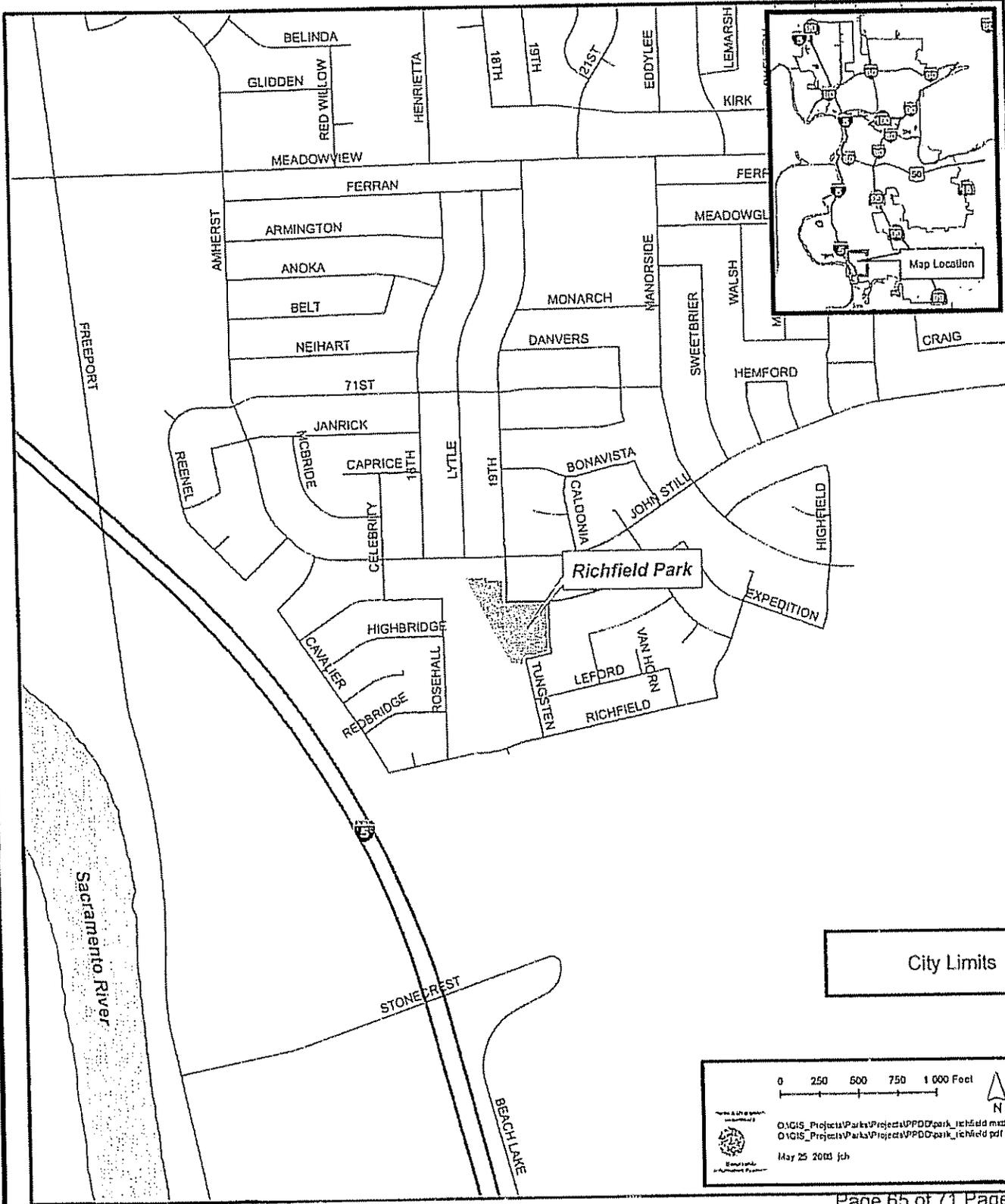
CONTROLLERS:		LOCATION
NUMBER OF:	1	19th & Expedition Way
TYPE:	sa5-rm8-24/rhg/dfsav-iso8+300p/pmr-cac/ev-cab-sen	

VALVE NUMBERS:		VALVE LOCATIONS:
A1-6		on Expedition
A7-9		Tungsten Way
A11-13		Tungsten south side
A14-19		interior of park
A20-22		NW corner of park
MAIN:	2"	

LANDSCAPE: LANDSCAPED: _____ TURF: _____

GROUND COVER		SHRUBS	TREES
TYPE	QUANTITY	TYPE	QUANTITY
Mulhenbergia		acer	
Arcostaphylos		celtis	
		cercis	
		mayten	
		PISTACIA	
		PLATANUS	
		PRUNUS	
		QUERCUS	
TURF:			
SEEDED AREA: approx 2.5 acres			
NON-IRRIGATED SF: 36,485			

PARKS LANDSCAPE MAINTENANCE GROUP #3 – SOUTH OF THE AMERICAN RIVER
City of Sacramento
Department of Parks and Recreation
Richfield Park

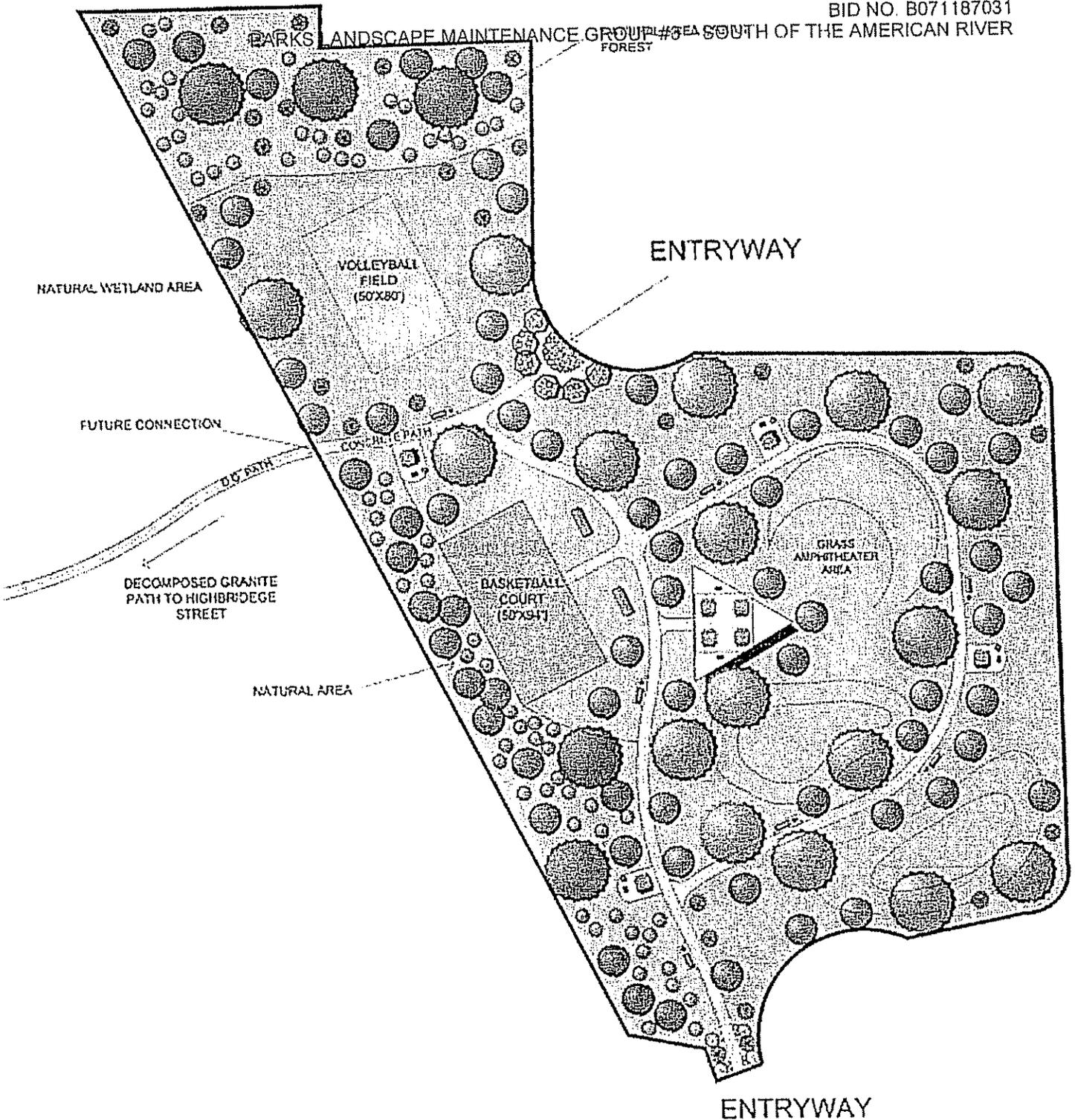


City Limits

0 250 500 750 1 000 Feet

N

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 May 25 2003 jch



RICHFIELD PARK
MASTER PLAN

CITY OF SACRAMENTO
PARKS AND RECREATION DEPARTMENT
PARK, PLANNING, DESIGN, & DEVELOPMENT
LANDSCAPE ARCHITECTURE SECTION
915 I STREET, FLOOR 3 SA Page 66 of 74 Pages

**SCOPE OF WORK FOR THE LANDSCAPE MAINTENANCE
OF STEVE JONES PARK**

Steve Jones Park is located at Casa Linda Drive at 24th Street. The area of Steve Jones Park to be maintained is the developed park area.

Scope of work includes, but is not limited to, mowing and edging; weed, pest and disease control; irrigation system maintenance; approved watering techniques for landscape plants; fertilizer application; approved method and techniques used for pruning shrubs and trees; turf renovation; chemical controls; trash and debris control; tree staking; immediate reporting of vandalism and/or safety hazards to Inspector and other maintenance required to keep designated areas in a safe, attractive, and usable condition, and maintain all plant material in good condition with horticulturally acceptable growth and color.

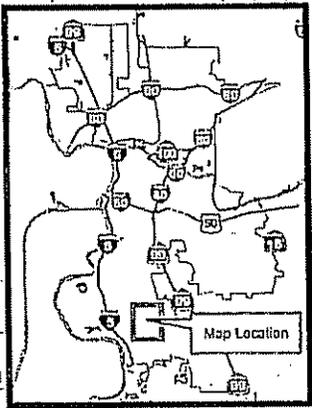
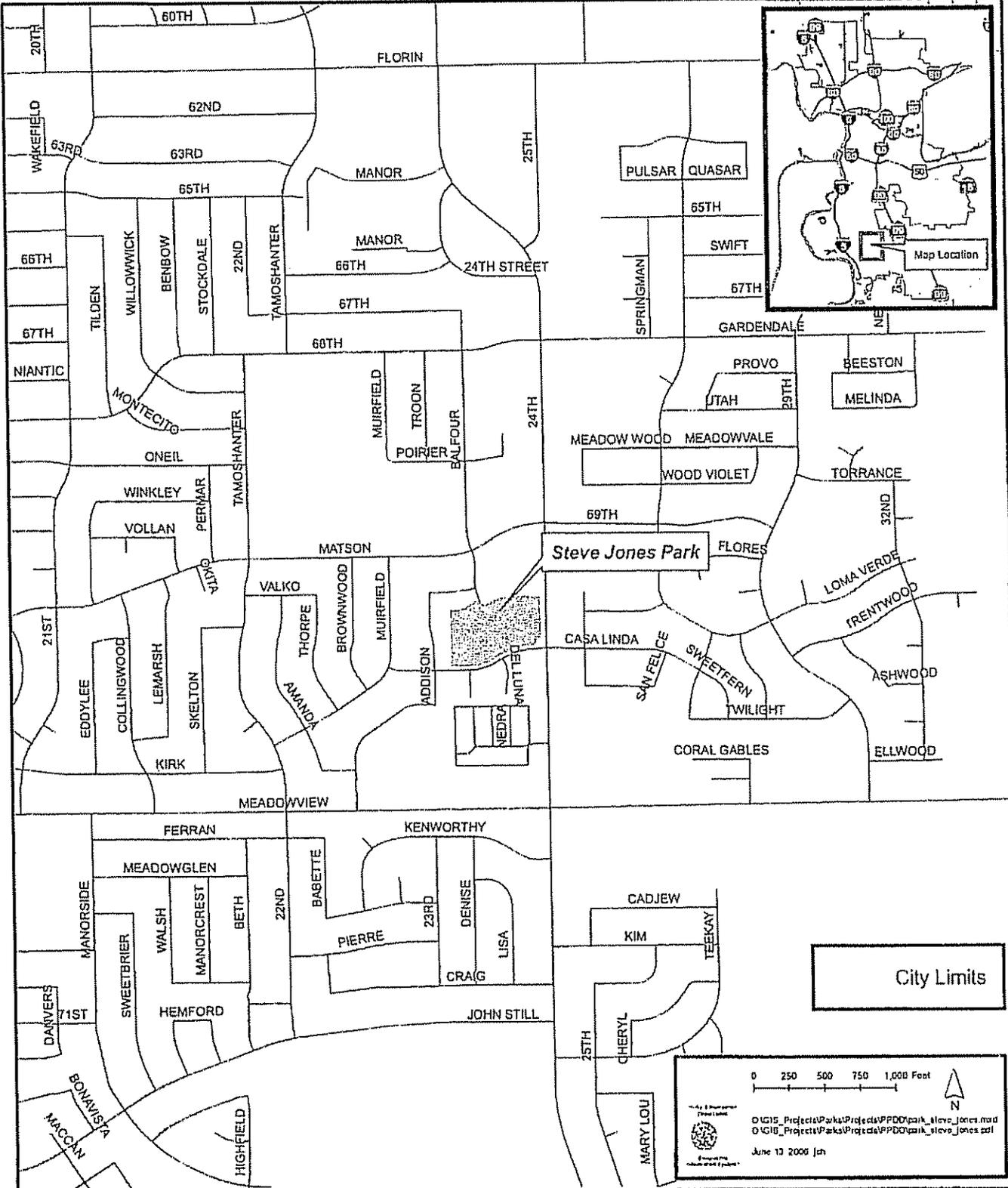
MAINTENANCE PERFORMANCE SCHEDULE
 MINIMUM REQUIREMENTS

ACRES: 3.5

SITE NAME: STEVE JONES PARK
 LOCATION: CASA LINDA DR. @ 24TH ST.

	DAILY	BI-WEEK	WEEKLY	BI-MONTHLY	MONTHLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED	X							
INSPECT. MEETING			X					
IRRIGATION MEETING			X					
TURF CARE - Mowing & Irrigation								
MOW			X					
EDGE						3X		3 X PER YEAR
CHEMICAL							X	BI-WEEKLY MAR-OCT; AS NEEDED NOV-MAR
MECHANICAL		X						6X/ YR JAN, MARCH, MAY, JULY, SEPT, NOV
FERTILIZE						6X		
WEED CONTROL								
CHEMICAL						3X		3X PER YEAR; PRE-EMERGENT APPLICATION IN SPRING
MECHANICAL				X				
IRRIGATION SYSTEM								
INSPECT			X					
TEST			X					
REPAIR							X	
CLEAN-UP & INSPECTION								
LITTER CONTROL	X							
LEAF REMOVAL							X	
TREE STAKING AND TYING							X	
HEDGE AND SHRUB CARE							X	
HAZARDS AND VANDALISM	X							
PICNIC AREA(S)	X							
PARK PARKING LOT								
ADDITIONAL LANDSCAPE SERVICES								
TURF RENOVATION								
AERATION								
OTHER:								

City of Sacramento
Department of Parks and Recreation
Steve Jones Park



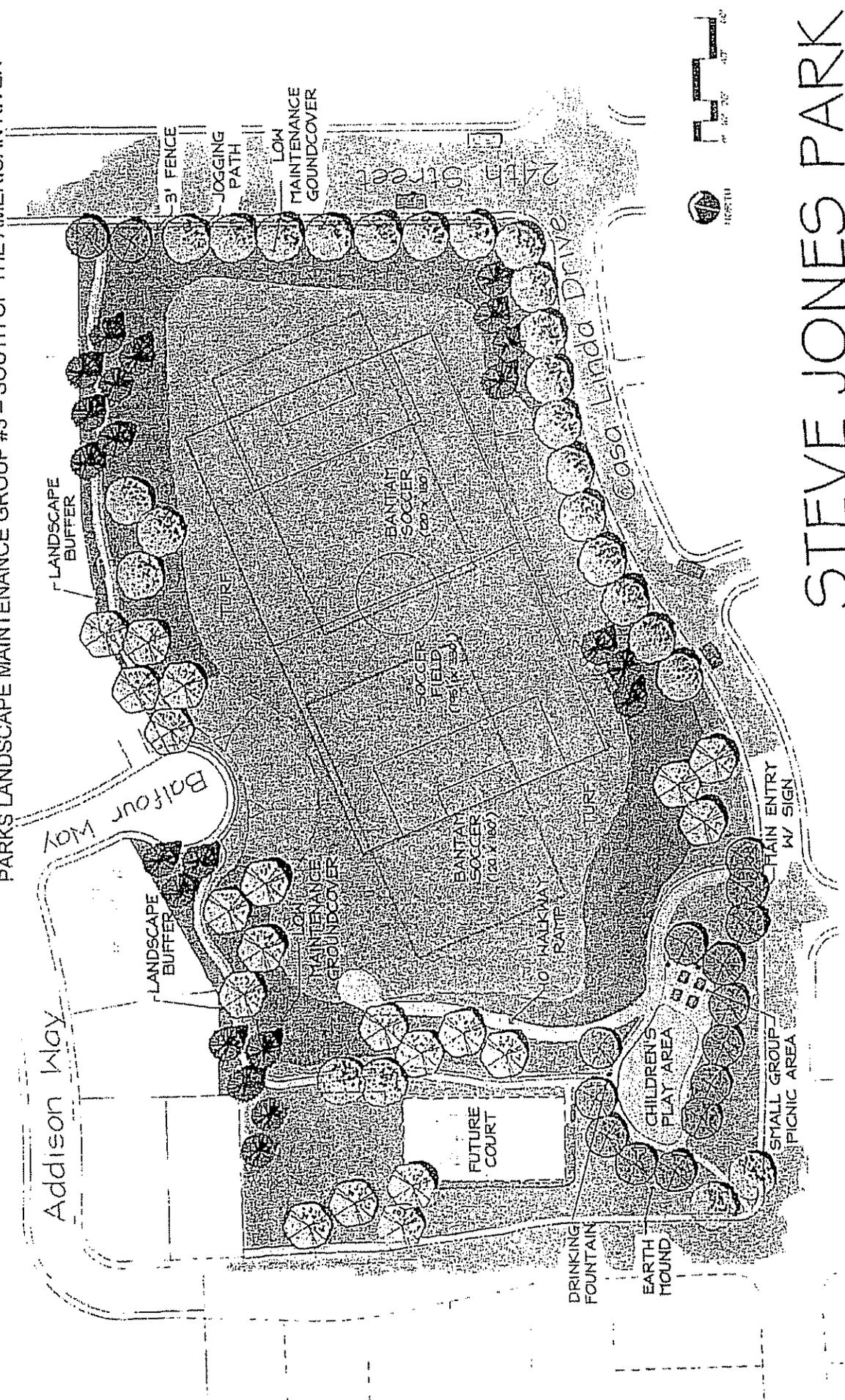
City Limits

0 250 500 750 1,000 Feet

N

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June 13 2006 jch



STEVE JONES PARK

MASTER PLAN

**STATEMENT OF COMPLIANCE
(CERTIFICATION UNDER PENALTY OF PERJURY)**

Date _____ at _____

I, _____ do certify under penalty of
(Name of signatory party) (Title)
 perjury, pursuant to the law of the State of California

- (1) That all of the information in this report is true and correct.
- (2) That I pay or supervise the payment of persons employed by

_____ on _____
(Contractor or Subcontractor)
 the _____, that during the payroll period commencing on the
(Building or Work)
 _____ day of _____, 20____ and ending the _____ day of _____, 20____.

all person employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ (Contractor or Subcontractor)
 from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions, as described below:

(3) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the rate for laborers or mechanics contain therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he/she performed

(4) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency

(5) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
 _____ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 5(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH
 _____ Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 5(c) below:

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Remarks:	
NAME AND TITLE	SIGNATURE



DEPARTMENT OF FINANCE
PROCUREMENT SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

915 - I STREET
2nd FLOOR
SACRAMENTO, CA 95814

CENTRAL SERVICES
CONTRACT SERVICES
OFFICE OF SMALL BUSINESS DEVELOPMENT
PURCHASING

PHONE: 916-808-6240
FAX: 916-808-5747

September 5, 2006

DOMINGUEZ LANDSCAPE
8376 ROVANA CIRCLE
SACRAMENTO CA 95828

Subject: Emerging and Small Business Enterprise Certification –Provisional

Congratulations! Based on your certification as a Small Business Enterprise (SBE) with the State of California, Department of General Services (DGS), the City of Sacramento, Office of Small Business Development (OSBD) has granted your firm a provisional certification under our Emerging and Small Business Development (ESBD) Program. A provisionally certified firm is entitled to all benefits accorded a City certified firm in our ESBD Program.

Your certification is valid through **August 31, 2008.**

Your firm has been assigned **Certification Number DOL5025000P.** Which can be used when working with any City of Sacramento procurement or contracting project. Keep this letter as proof of certification.

It is your responsibility to notify this office within thirty (30) days of any change of ownership, business name, or address. If you have any questions about your certification, please call our new number **(916) 808-6747.**

Sincerely,

Trevor Walton
Program Specialist

MUST BE POSTED IN CONSPICUOUS PLACE



CITY OF SACRAMENTO
BUSINESS OPERATIONS TAX CERTIFICATE

6839

6839

Business Name DOMINGUEZ LANDSCAPE SVCS INC
Business Address B376 ROVANA CR
Owner DOMINGUEZ, ROBERT
Type of Business GARDENING SERVICE
Tax Classification 401

FROM			TO		
Mo	Day	Yr	Mo	Day	Yr
10	01	06	09	30	07

EXPIRES

TOTAL
PAID:\$1,461 56

DOMINGUEZ LANDSCAPE SVCS INC
P O BOX 292727
SACRAMENTO CA 95829

VOID
OCT 17 2008
VALIDATED

THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING

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

POWER EQUIPMENT LIST 2006

Date	DLS #	Equipment	Serial #
BLOWERS			
	39	Blower	
09/19/01	68	Blowers Backpack 45CC	80000878
09/19/01	72	Blowers Husky 45CC	
09/19/01	73	Blowers Backpack 45CC	80000880
10/02/01	79	Blowers Backpack 45CC	9001702
4/08/02	85	Blowers Husky 55CC	0000710
07/27/02	88	Blowers Echo 55CC	3027333
09/27/02	92	Blowers Husky 55CC	00001096
09/27/02	93	Blowers Husky 55CC	00001201
09/27/02	98	Blowers Husky 55CC	00001215
10/30/02	101	Blowers Husky 55CC	00000142
02/18/03	102	Blowers Husky 55CC	10000179
03/15/03	103	Blowers Husky 55CC	10000116
03/15/03	104	Blowers Husky 55CC	10000108
03/15/03	105	Blowers Husky 55CC	10000070
03/15/03	106	Blowers Husky 55CC	10000119
12/22/03	107	Blowers Husky 55CC	1001878
01/19/04	108	Blowers Husky 55CC	10001895
01/26/04	109	Blowers Husky 55CC	1001513
04/06/04	110	Blowers Husky 55CC	2000028
05/01/04	111	Blowers Husky 55CC	2000007
05/12/04	112	Blowers Husky 55CC	20000394
05/14/04	113	Blowers Husky 55CC	2000385
05/14/04	114	Blowers Husky 55CC	2000445
05/25/04	115	Blowers Husky 55CC	2000400
05/25/04	116	Blowers Husky 55CC	2000429
06/25/04	117	Blowers Husky 55CC	2000843
07/24/04	118	Blowers Husky 55CC	2000860
09/03/04	119	Blowers Husky 55CC	2001364
09/03/04	120	Blowers Husky 55CC	2001301
09/03/04	121	Blowers Husky 55CC	2001298
09/23/04	122	Blower Echo	6004305
10/30/04	123	Blower Echo	6005336
10/30/04	124	Blower Echo	6005401

POWER EQUIPMENT LIST 2006

Date	DLS #	Equipment	Serial #
BLOWERS (cont.)			
10/30/04	125	Blower Echo	6005413
10/30/04	126	Blower Echo	6005271
10/30/04	127	Blower Echo	6004312
10/30/04	128	Blower Echo	6005429
01/22/05	129	Blower Echo	6006561
01/22/05	130	Blower Echo	6006553
01/22/05	131	Blower Echo	6005758
01/22/05	132	Blower Echo	6006554
12/13/05	133	Blower Echo PB751H	6012133
12/13/05	134	Blower Echo PB751H	6012127
12/21/05	135	Blower Echo PB751T	6006540
12/21/05	136	Blower Echo PB751T	6006536
01/09/06	135B	Blower Echo PB751H	6012270
01/09/06	136B	Blower Echo PB751H	6012295
01/09/06	137	Blower Echo PB751H	6012269
01/09/06	138	Blower Echo PB751H	6012289
01/09/06	139	Blower Echo PB751H	6012281
	1	Blower Echo C5-3400	
	2	Blower Echo C5-3400	
	1	Blower Shindaiwa 488	

POWER EQUIPMENT LIST 2006

Date	DLS #	Equipment	Serial #
		EDGERS	
	2	Edger	B37472
	4	Edger	B19005
	4A	Edger	B39238
	5	Edger	B38492
	6	Edger	B40639
	7	Edger	B40637
	9	Edger	
	10	Edger	B40329
	11	Edger	B46526
	16	Edger	
	17	Edger	B49252
	18	Edger	B52014
	19	Edger	B62312
09/27/01	20	Edger 2.5 HP	B67531
10/11/01	21	Edger 2.5 HP	B66171
07/27/02	22	Edger 2.5 HP	B70657
04/09/04	23	Edger Shindaiwa	3014270
05/13/04	24	Edger 2.5 HP	B76065
01/22/05	25	Edger 2.5 HP	B79798
01/22/05	26	Edger 2.5 HP	B79792
01/09/06	27	Edger PT308H	B84637
01/09/06	28	Edger PT308H	B84645
01/09/06	29	Edger PT308H	B84641
01/09/06	30	Edger PT308H	B84639

POWER EQUIPMENT LIST 2006

Date	DLS #	Equipment	Serial #
HEDGE TRIMMERS			
	17	Hedge Trimmer	S011420
	17V	Hedge Trimmer	901544
	19	Hedge Trimmer	
	21A	Hedge Trimmer	9036868
	22A	Hedge Trimmer	
	22V	Hedge Trimmer	
	25	Hedge Trimmer	
	26	Hedge Trimmer	9036682
	27	Hedge Trimmer	8031964
	27A	Hedge Trimmer	
	28	Hedge Trimmer	
	29	Hedge Trimmer	9124902
	30	Hedge Trimmer	
	32	Hedge Trimmer	9124051
	33	Hedge Trimmer	9124902
09/19/01	34	Hedge Trimmer	1041463
09/19/01	35	Hedge Trimmer	1041462
	36	Hedge Trimmer	628180
09/27/01	37	Hedge Trimmer	1041617
02/18/03	38	Hedge Trimmer	2092372
04/07/03	39	Hedge Trimmer	2040742
04/07/03	40	Hedge Trimmer	2040743
05/13/03	41	Hedge Trimmer	2041032
07/21/03	42	Hedge Trimmer	3045405
07/21/03	43	Hedge Trimmer	3045435
07/01/03	44	Hedge Trimmer	3045436
01/26/04	45	Hedge Trimmer	2040989
04/06/04	46	Hedge Trimmer	3120450
05/13/04	47	Hedge Trimmer	3121454
01/22/05	48	Hedge Trimmer - Shindaiwa	4089971
01/22/05	49	Hedge Trimmer - Shindaiwa	4089972
01/22/05	50	Hedge Trimmer - Shindaiwa	4089999
01/22/05	51	Hedge Trimmer - Shindaiwa	4080000
05/25/05	52	Hedge Trimmer - Shindaiwa 231-30	4112630

POWER EQUIPMENT LIST 2006

Date	DLS #	Equipment	Serial #
HEDGE TRIMMERS (cont.)			
05/25/05	53	Hedge Trimmer - Shindaiwa 231-30	4112924
05/25/05	54	Hedge Trimmer - Shindaiwa 231-30	4112629
05/25/05	55	Hedge Trimmer - Shindaiwa 231-30	4112923
01/09/06	56	Hedge Trimmer - Shindaiwa 231-30	4113752
01/09/06	57	Hedge Trimmer - Shindaiwa 231-30	4113751
01/09/06	58	Hedge Trimmer - Shindaiwa 231-30	4113750
01/09/06	59	Hedge Trimmer - Shindaiwa 231-30	4113749
07/21/03	01	Hedge Trimmer - Long Handle Pole	1110474

POWER EQUIPMENT LIST 2006

Date	DLS #	Equipment	Serial #
MOWERS			
	1	Barreto 1320 Mower	6015
	1	Bulton Mower	
	1	Excel 251R Mower	
	1	Exmark Mower	
	1	Billy Goat Blade Mower	
	1	Billy Goat Vacuum Mower	20697026
	2	Billy Goat Vacuum Mower	
	3	Billy Goat Vacuum Mower	
	1	Grasshopper 72" Mower	480754
	1	Jacobsen 11' Dia. Tractor/Mower	7479
	1	Jacobsen Turfcut 72" Mower	2328
	2	SCAG Mower	1909
	3	SCAG Mower	40
	4	SCAG Mower	2629801634
	5	SCAG Mower	5010079
	6	SCAG Mower	6100136
	7	SCAG Mower	610335
	8	SCAG Mower	6100334
	9	SCAG Mower	sca0000015
01/09/06	10	Scag 36" Hydro Mower SWZ36A-15KA	B1900053
09/08/06	11	Scag 36" Hydro Mower SWZ36A-15KA	C0900179
	1	Honda Push Mower	5900844
	9	Toro Mower	6900203
	10	Honda Push Mower	6900149
	12	Honda Push Mower	6900147
	14	Toro Mower Push KW	6900144
	19	Toro Mower	7901082

POWER EQUIPMENT LIST 2006

Date	DLS #	Equipment	Serial #
MOWERS (cont.)			
	20	Toro Mower	7901002
	23	Toro Mower	7902432
	25	Toro Mower	
	26	Toro Mower	8900432
	28	Toro Mower	9900246
	30	Honda Push Mower	6120512
	33A	Toro Mower	
	36	Toro Mower	9900431
	37	Toro Mower	9900398
	38	Honda Push Mower	120513
	39	Toro Mower	200000892
	40	Toro Mower	200003079
	41	Toro Mower	200003078
	43	Toro Mower	200003100
	44	Toro Mower	
	46	Toro Mower	
09/19/01	48	Toro Mower 6 HP KW	210001551
09/20/01	50	Toro Mower 6 HP KW	210001570
09/20/01	51	Toro Mower 6 HP KW	210001586
09/20/01	52	Toro Mower 6 HP KW	210001569
09/20/01	53	Toro Mower 6 HP KW	210001578
4/08/02	54	Toro Mower 6 HP KW	210002337
4/08/02	60	Toro Mower 6 HP KW	210002339
4/08/02	61	Toro Mower 6 HP KW	210002345
07/27/02	62	Toro Mower 6 HP KW	220001824
11/01/02	64	Toro Mower 6 HP KW	220002543
11/01/02	66	Toro Mower Push Commercial	210000528
11/01/02	67	Toro Mower 6 HP KW	220002542
11/01/02	68	Toro Mower Push Commercial	210000529
03/08/03	69	Toro Mower 6HP KW	220001951
03/08/03	70	Toro Mower 6HP KW	220002016
03/08/03	71	Toro Mower 6HP KW	220002036
03/08/03	72	Toro Mower 6HP KW	220001967
03/08/03	73	Toro Mower 6HP KW	220002035
03/08/03	74	Toro Mower 6HP KW	220002031

POWER EQUIPMENT LIST 2006

Date	DLS #	Equipment	Serial #
MOWERS (cont.)			
03/15/03	75	Toro Mower 6HP KW	220001973
03/15/03	76	Toro Mower 6HP KW	220002008
07/21/03	77	Toro Mower 6HP KW	230000266
07/21/03	78	Toro Mower 6HP KW	230000262
07/21/03	79	Toro Mower 6HP KW	230000132
05/15/04	80	Toro Mower 6.5HP	240000790
08/23/04	81	Toro Mower 6HP KW	230002026
09/07/04	82	Toro Mower 6HP KW	230002020
09/07/04	83	Toro Mower 6HP KW	230002016
09/07/04	84	Toro Mower 6HP KW	230002022
09/07/04	85	Toro Mower 6HP KW	230002021
09/07/04	86	Toro Mower 6HP KW	230002024
09/07/04	87	Toro Mower 6HP KW	230002018
09/07/04	88	Toro Mower 6HP KW	230002108
09/07/04	89	Toro Mower 6HP KW	230002017
09/07/04	90	Toro Mower 6HP KW	230002106
09/07/04	91	Toro Mower 6HP KW	230002016
05/25/05	92	Toro Mower 5.5 Honda	250001408
05/25/05	93	Toro Mower 5.5 Honda	250001089
05/25/05	94	Toro Mower 5.5 Honda	250001189
	1	Toro Large Mower	
06/17/05	1	Toro 60" Mower 27HP	250000205
01/09/06	2	Toro 60" Mower 27 HP - Z-Master	250000446
04/19/06	3	Toro 60" Mower 27 HP - Z-Master	260000165
10/13/06	4	Toro 72" Mower 27 HP - Z Master	260000363
10/13/06	5	Toro 72" Mower 27 HP - Z Master	260000364
	36	Toro Tractor Mower	
	1	Walker Mower	
	3	Walker Mower	
	4	Walker Mower	
	5	Walker Mower	
	6	Walker Mower	
	8	Walker Mower	D4 48870

POWER EQUIPMENT LIST 2006

Date	DLS #	Equipment	Serial #
MOWERS (cont.)			
	9	Walker Mower	D4 43508
	10	Walker Mower	D4 45657
	11	Walker Mower	
03/17/03	12	Walker Mower 20hp 42"	2003-62127
07/21/03	13	Walker Mower 20hp 42"	2003-64120
03/17/03	1	Wright Stander Mower	19716
	1	Dethatcher	9609191A
	2	Dethatcher	970911YD

POWER EQUIPMENT LIST 2006

Date	DLS #	Equipment	Serial #
WEED EATERS			
	1	Weed Eater	1356
	8	Weed Eater	7012932
	9	Weed Eater	9069857
	18	Weed Eater	
	23	Weed Eater	
	25	Weed Eater	9085368
	31	Weed Eater	
	36A	Weed Eater	910680
	38	Weed Eater	9123821
	42	Weed Eater	
07/27/02	46	Weed Eater Shindaiwa	1110616
07/27/02	47	Weed Eater Shindaiwa	1110819
02/24/03	50	Weed Eater Shindaiwa	1010959
03/08/03	51	Weed Eater Shindaiwa	1010909
03/08/03	53	Weed Eater Shindaiwa	1010910
04/09/04	57	Weed Eater Shindaiwa	4018404
05/12/04	58	Weed Eater Shindaiwa	4020628
05/15/04	59	Weed Eater Shindaiwa	3088257
06/09/04	60	Weed Eater Shindaiwa	4043054
09/23/04	61	Weed Eater Shindaiwa	3092747
12/02/04	62	Weed Eater Shindaiwa	4012085
01/22/05	63	Weed Eater Shindaiwa	4076614
01/22/05	64	Weed Eater Shindaiwa	4076613
01/22/05	65	Weed Eater Shindaiwa	4087430
01/22/05	66	Weed Eater Shindaiwa	4087429
05/25/05	67	Weed Eater Shindaiwa	sh4126107
05/25/05	68	Weed Eater Shindaiwa	sh4126106
05/31/05	69	Weed Eater Shindaiwa	4126121
05/31/05	70	Weed Eater Shindaiwa	4126122
05/31/05	71	Weed Eater Shindaiwa	4126123

POWER EQUIPMENT LIST 2006

Date	DLS #	Equipment	Serial #
WEED EATERS (cont.)			
01/09/06	72	Weed Eater Shindaiwa - T231	4128002
01/09/06	73	Weed Eater Shindaiwa - T231	4128018
01/09/06	74	Weed Eater Shindaiwa - T231	4127193
01/09/06	75	Weed Eater Shindaiwa - T231	4128019
01/09/06	76	Weed Eater Shindaiwa - T231	4127192
05/31/05	4	Weed Eater Stihl FS250	261498650
05/31/05	5	Weed Eater Stihl FS250	261779529
05/31/05	6	Weed Eater Stihl FS250	261779530
06/02/05	7	Weed Eater Stihl FS250	261779521
06/02/05	8	Weed Eater Stihl FS250	291779522
	2	Weed Eater Blade Style	
	1	Weed Eater Handle Bar Style	
	1	Weed Eater Disc Style	1356
02/18/03	2	Weed Eater - Red Max (Disk Style)	900406
07/21/03	2	Weed Eater - Shindaiwa (Blade Style)	3042906
07/21/03	3	Weed Eater - Shindaiwa (Blade Style)	3402905

POWER EQUIPMENT LIST 2006

Date	DLS #	Equipment	Serial #
MISCELLANEOUS			
	1	Grasshopper 72" Aerator	
	001	Chain Saw STIHL 044	
	002	Chain Saw STIHL 034	
08/12/02	003	Chain Saw Echo CS341-14	02011857
01/02/04	004	Chain Saw Echo CS341-14 #4	02017918
05/25/05	006	Chain Saw, Echo CS341-14	ec02041530
10/03/06	007	Chain Saw, Echo CS341-14	02047904
06/12/03	4	Billy Goat Vacuum	53002112
04/19/06	5	Billy Goat Vacuum	120805052



Dominguez Landscape

Specialists since 1946
Residential • Commercial • Public Works
State Contractor's License #560128
www.dominguezlandscape.com

FILED

November 8, 2006

NOV 08 2006

By The
Office of The City Clerk

City of Sacramento
Procurement Services Division
915 I Street, 2nd Floor
Sacramento, CA 95814

ATTN: Barbara Collins
REF: City of Sacramento Parks – Groups #1-#4
SUB: Landscape Maintenance

Dear Mrs Collins:

Enclosed you will find the landscape maintenance bid for the above referenced locations, the addendum, a copy of our Small Business Enterprise Certification, business license, insurance certificates and equipment list

As you can see by our extensive inventory of landscape equipment we have the resources and work force to perform exceptionally well at all of these areas. Our facilities also house a fully stocked licensed nursery with a compliment of landscape supplies such as shredded cedar and fir bark, decomposed granite, and a blend of compost and topsoil mixes. Feel free to contact the office should you wish to take a tour of our operations.

We thank you for the opportunity to bid on the aforementioned projects and look forward to working with you.

Respectfully,

David Carr
DOMINGUEZ LANDSCAPE SERVICES, INC

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID GH
DOMIN-1

DATE (MM/DD/YYYY)
08/31/06

PRODUCER
Placer Insurance Agency
License #0C66701
P. O. Box 619052
Roseville CA 95661-9052
Phone: 916-784-1008 Fax: 916-784-8116

INSURED

Dominguez Landscape Services Inc
8376 Rovana Circle
Sacramento CA 95828

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Golden Eagle Ins. Corporation	10836
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD LTR	INSRE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	CBP8182542	08/22/06	08/22/07	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A		AUTOMOBILE LIABILITY	BA8184741	08/22/06	08/22/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		OTHER				Bldg	Scheduled
		Property Section	CBP8182542	08/22/06	08/22/07	BPP	Scheduled

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
*Except 10 days written notice for non payment of premium. City of Sacramento is included as an Additional Insured with respects to General Liability for all phases of work in the City of Sacramento per the attached form.

CERTIFICATE HOLDER

CITY002

CITY OF SACRAMENTO
5730 24th Street, Building 1
Sacramento CA 95814

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Walter G. Klehauer

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COMMERCIAL LIABILITY GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions

Item 2.g. 2) is replaced with the following:

- 2.g. 2) A watercraft you do not own that is:
 - a) less than 50 feet long; and
 - b) Not being used to carry persons or property for a charge.

Item 2.g. 6) is added:

- 6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph of 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance**.

SECTION I - COVERAGES

COVERAGE C. MEDICAL PAYMENTS

If Medical Payments Coverage is provided under this policy, the following is changed:

3. Limits

The medical expense limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the declarations.

Coverage C. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

The following is added:

COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES

Insuring Agreement

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that:

- a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
- b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is \$100,000.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Item b. and d. are replaced with:

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II-WHO IS AN INSURED

Item 4. is replaced with:

4. Any subsidiaries, companies, corporations, firms, or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if:
 - a) you have the responsibility of placing insurance for such entity; and
 - b) coverage for the entity is not otherwise more specifically provided; and
 - c) the entity is incorporated or organized under the laws of the United States of America.

However, coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under this provision is afforded only until the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

SECTION III - LIMITS OF INSURANCE

Paragraph 2 is amended to include:

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

Paragraph 6. is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of:

- a. \$500,000. or
- b. The amount shown in the Declarations.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2. a. is replaced with:

2. Duties In The Event of Occurrence, Offense, Claim or Suit

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

Item 4. b. 1) b) is replaced with:

b. Excess Insurance

- 1) b) That is Fire, Explosion or Sprinkler Leakage insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner; or

Item 6. is amended to include:

6. Representations

- d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8. is replaced with:

8. Transfer of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V- DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"

a. *Is changed to:*

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

- 23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- 24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

- 1. Paragraph 2. under SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of:
 - a. Your ongoing operations performed for that person or organization; or
 - b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision A. does not apply:

- a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury";
- b. To "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;
- c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities;
- d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing;
- e. To any person or organization included as an insured under provision B. of this endorsement;
- f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

B. ADDITIONAL INSURED – VENDORS

Paragraph 2. under SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;

- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional Insured's sole negligence or wrongdoing.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

