



## City Council Report

915 I Street, 1<sup>st</sup> Floor

Sacramento, CA 95814

[www.cityofsacramento.org](http://www.cityofsacramento.org)

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**File ID:** 2017-01332

October 31, 2017

**Consent Item 16**

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**Title: Non-Professional Services Agreement: Oleanders Streetscapes Maintenance**

**Location:** District 5

**Recommendation:** Pass a Motion authorizing the City Manager or designee to: 1) execute a one-year non-professional services agreement for the maintenance of the Oleanders Streetscapes with Parker Landscape Development for an amount not-to-exceed \$116,870, and 2) authorize the City Manager or designee to exercise options to extend the agreement for up to two additional one-year periods, with the total amount of the three-year agreement not-to-exceed \$350,610.

**Contact:** Sheryl Farinias, Program Specialist, (916) 808-4959; Juan Montanez, Streets Manager, (916) 808-2254, Department of Public Works.

**Presenter:** None

**Attachments:**

1-Description/Analysis

2-Non-Professional Services Agreement

## Description/Analysis

**Issue Detail:** The Maintenance Services Division of the Department of Public Works has an ongoing need to maintain the landscaping along the transportation corridors within the City of Sacramento. Invitation for Bid No. B18151681013 was issued for maintenance of the Oleanders Streetscapes. City Council approval is necessary to award a Non-Professional Services Agreement to Parker Landscape Development.

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

**Economic Impacts:** None

## Environmental Considerations:

**California Environmental Quality Act (CEQA):** Under the California Environmental Quality Act (CEQA) Guidelines section 15301(h), maintenance of existing landscaping is exempt from environmental review.

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

**Commission/Committee Action:** None

**Rationale for Recommendation:** In August 2017, Invitation for Bid No. B18151681013 was issued to procure streetscape maintenance services for the Oleanders Streetscapes. Three responsive bids were received.

Based upon the results of the bid analysis below, staff recommends award of a one-year Non-Professional Services Agreement with two optional extensions, to Parker Landscape Development, the lowest responsive and responsible bidder: The amount of the initial one-year agreement will not exceed \$116,870. The total amount of the agreement, with two optional one-year extensions, will not exceed \$350,610.

The total amount of the agreement, \$350,610 includes \$32,550 for additional maintenance and repairs not included in the agreement's scope of work. The amount is based upon the amount

of additional work typically required to address damage caused by vandalism, pest infestations, unseasonably high or low temperatures, and other unforeseen causes.

#### BID ANALYSIS

##### BID B18151681013- OLEANDERS STREETScape MAINTENANCE

Bid item	Parker Landscape	New Image Landscape	Roush Landscape
Maintenance, First Year	\$106,020.00	\$136,044.00	\$208,800.00
Crew Rates, First Year	\$10,850.00	\$12,250.00	\$7,350.00
Maintenance, Second Year	\$106,020.00	\$136,044.00	\$208,800.00
Crew Rates, Second Year	\$10,850.00	\$12,250.00	\$7,350.00
Maintenance, Third Year	\$106,020.00	\$142,848.00	\$208,800.00
Crew Rates, Third Year	\$10,850.00	\$12,250.00	\$7,350.00
<b>Bid Total</b>	<b>\$350,610.00</b>	<b>\$451,686.00</b>	<b>\$648,450.00</b>
Prompt Pay Discount	\$0.00	\$0.00	\$0.00
<b>Bid Evaluation Total</b>	<b>\$350,610.00</b>	<b>\$451,686.00</b>	<b>\$648,450.00</b>

**Financial Considerations:** The amount of the initial one-year agreement will be an amount not-to-exceed \$116,870. The total amount of the agreement, with two optional one-year extensions, will be an amount not-to-exceed \$350,610. Streetscape Maintenance is funded out of the Department of Public Works Streetscape Maintenance operating budget. Streetscape Maintenance contracts are primarily funded by fees from the Citywide Landscaping and Lighting District (L&L) and 15 Special Districts. Maintenance of the Oleanders Streetscapes is funded entirely by the L&L (Fund 2232). There are no General Funds planned or allocated for these services.

There is sufficient funding available in the Department of Public Works Streetscape Maintenance operating budget to support the projected maintenance requirements for Fiscal Year 2017/18. Extensions of the contract in succeeding fiscal years shall be subject to funding availability in the adopted budgets for each fiscal year.

**Local Business Enterprise (LBE):** Parker Landscape Development is a Local Business Enterprise.

PROJECT NAME: Oleanders Streetscapes Maintenance  
AGREEMENT TERM: From November 1, 2017 through October 31, 2018  
AUTHORIZED RENEWALS: Two optional one-year extensions, through October 31, 2020  
DEPARTMENT: Public Works  
DIVISION: Maintenance Services

CITY OF SACRAMENTO

**NONPROFESSIONAL SERVICES AGREEMENT**

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

Parker Landscape Development  
6011 Franklin Boulevard  
Sacramento CA 95824

("CONTRACTOR"), who agree as follows:

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

- Invitation to Bid
- Instructions to Bidders
- Contractor's Bid Proposal Form
- Technical Specifications
- Local Business Enterprise (LBE) Requirements\*
- Living Wage Requirements for Nonprofessional Service Agreements\*
- Requirements of the Non-Discrimination in Employee Benefits Code\*
- Ban-The-Box Requirements\*

*The above documents followed by an asterisk (\*) can be viewed at*  
<http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>

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

3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for CONTRACTOR to perform services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
5. **General Provisions.** The General Provisions set forth in Exhibit D, which include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over those terms or conditions.
6. **Wage Requirements.** This Agreement may be subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. A summary of the requirements of Sacramento City Code Chapter 3.58, entitled "Living Wage Requirements for Nonprofessional Service Agreements," can be viewed at:  
<http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>. By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.58. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.58 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.58, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.58. In addition, for services that constitute "public works" under California Labor Code section 1720 et seq., payment of the prevailing rate of wages is required as indicated in Exhibit A, Section 4 of this Agreement. If both prevailing wage and living wage requirements apply, CONTRACTOR shall pay the higher of the two rates.
7. **Non-Discrimination in Employee Benefits.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements of Sacramento City Code Chapter 3.54, entitled "Requirements of the Non-Discrimination in Employee Benefits Code," can be viewed at:  
<http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>. By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of

Sacramento City Code Chapter 3.54. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies.

8. **Considering Criminal Conviction Information in the Employment Application Process.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements of Sacramento City Code Chapter 3.62, entitled "Ban-The-Box Requirements," can be viewed at: <http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>. By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.
9. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he or she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
10. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

By: \_\_\_\_\_

Print name:     Hector Barron    

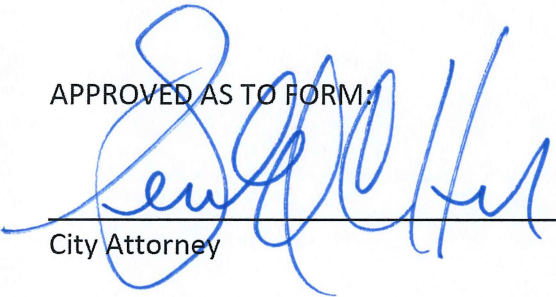
Title:     Director of Public Works    

For: Howard Chan, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

**Attachments**

- Exhibit A      Scope of Services
- Exhibit B      Fee Schedule/Manner of Payment
- Exhibit C      Facilities/Equipment Provided
- Exhibit D      General Provisions

CONTRACTOR:

Parker Landscape Dev. Inc.

NAME OF FIRM

52-2450493

Federal I.D. No.

248-81697

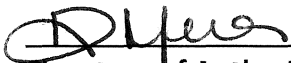
State I.D. No.

140622

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

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



Signature of Authorized Person

Dammielle Maier ACS

Print Name and Title

\_\_\_\_\_  
Additional Signature (*if required*)

\_\_\_\_\_  
Print Name and Title



**EXHIBIT A  
NONPROFESSIONAL SERVICES AGREEMENT**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

Armando Toscano, Construction Inspector I  
5730 24th Street, Bldg. 9  
Sacramento CA 95822  
916-808-6286 / atoscano@cityofsacramento.org

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

The CONTRACTOR Representative for this Agreement is:

Tim Parker, President  
6011 Franklin Boulevard  
Sacramento CA 95824  
916-383-4071 / tim@parkerland.biz

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

**2. Scope of Services.**

Landscape maintenance and repair services for the Oleanders Streetscapes, in accordance with Invitation for Bid B18151681013 and City of Sacramento Landscape Maintenance Services General Specifications and Provisions, LS14.

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

**3. Time of Performance.** The services described herein shall be provided from November 1, 2017 through October 31, 2018, as set forth in the scope of services, with two optional one-year extensions, through October 31, 2020. Extensions will be by mutual consent, in writing.

**4. Public Works Requirements.** *[To be completed by the City Representative:]*

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

- Construction work in an amount exceeding \$25,000; or
- Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

If either line is checked above, this Agreement is subject to the following requirements:

- A. Payment of Prevailing Wages: The provisions of Sacramento City Code section 3.60.180 require, among other things, that CONTRACTOR and every lower-tier subcontractor pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.
  
- B. DIR Registration: California Labor Code Section 1725.5 requires the CONTRACTOR and all lower-tier subcontractors performing public works services to be currently registered with the California Department of Industrial Relations (DIR), as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5. The CONTRACTOR shall list the CONTRACTOR's current DIR registration number, and the current DIR registration number of all lower-tier subcontractors, below:

CONTRACTOR's DIR No. 1000004914  
Subcontractor name: (none) DIR No. \_\_\_\_\_  
Subcontractor name: \_\_\_\_\_ DIR No. \_\_\_\_\_  
Subcontractor name: \_\_\_\_\_ DIR No. \_\_\_\_\_

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes, and does not in any way affect the CONTRACTOR's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The CONTRACTOR shall disseminate these provisions to every lower-tier subcontractor.

**ATTACHMENT 1 TO EXHIBIT A**  
**NONPROFESSIONAL SERVICES AGREEMENT**  
**SCOPE OF SERVICES**

**MASTER MAINTENANCE PERFORMANCE SCHEDULE**

**B18151681013**

**CONTRACT: OLEANDERS STREETSCAPES**

SSA#: **SSA270**

AREA SIZE: **247,682** SQ FT.

**5.7** ACRES

(SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS)

Lane closures must be submitted a minimum 10 days in advance for approval and Citywide coordination.

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
<b>SITE SERVICED</b>									<b>NO TURF</b>
<b>TURF</b>									
MOW									<b>FOR PRUNING OF OLEANDER SHRUBS</b>
FERTILIZE									<b>Mechanical or Hydrolic equipment shall</b>
MECHANICAL EDGE									<b>be required. Hedge trimmers are for spot</b>
CHEMICAL EDGE									<b>trimming only. No ragged edge cuts, 2X</b>
AERATE									<b>a year in Feb and Oct. Shrubs shall be</b>
RE-SEED									<b>pruned top to bottom for a neat clean</b>
									<b>appearance. Lane closure is required.</b>
<b>IRRIGATION SYSTEM</b>									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
<b>GROUND COVER</b>									
PRUNE							<b>4</b>		EARLY FEB, APR, JUN, OCT
FERTILIZE							<b>2</b>		MARCH (Slow release)SEPT. (Cool season)
WINTER MOW									
<b>SHRUBS</b>									
PRUNE							<b>4</b>		FEB, OCT- required hard prune.
FERTILIZE									
CULTIVATE									
<b>DEBRIS</b>									
LEAF PICK-UP									WEEKLY -LEAVES SHOULD BE REMOVED
LITTER AND OTHER DEBRIS PICK-UP									UNDER SHRUBS AND THROUGHOUT SITE.
									TURN LANES, CURB EDGES SHOULD BE
									CLEANED AND ALL DEBRIS REMOVED.
<b>WEED CONTROL</b>									
HAND WEEDING									
PRE-EMERGENT							<b>2</b>		SPRING AND LATE FALL- SUBMIT SCHEDULE
POST-EMERGENT									
<b>OTHER</b>									
SEE SITE SPECIFICATIONS FOR ADDITIONAL DETAILS									
THESE ARE MINIMUM REQUIREMENTS- REFER TO THE LS-14 FOR ADDITIONAL CONTRACT COMPLIANCE									

**MASTER MAINTENANCE PERFORMANCE SCHEDULE**

**B18151681013**

CONTRACT: Oleanders STREETSCAPES  
(SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS)

SSA#: \_\_\_\_\_

AREA SIZE: \_\_\_\_\_ SQ. FT. \_\_\_\_\_ ACRES

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
<b>SITE SERVICED</b>									Contractors maintaining the City's street-scapes are expected to provide a level of service necessary to maintain the
<b>TURF</b>									landscape and non-landscapes areas in the professional manner expected, even if the frequency exceeds the minimum required by the Contract Specifications. Contract Specs are results-based not effort-based.
MOW									
FERTILIZE									
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE									
RE-SEED									
<b>IRRIGATION SYSTEM</b>									REPORT ANY GRAFFITI, SAFETY OR MAINTENANCE ISSUES TO THE CITY STREETSCAPES OFFICE SO THEY CAN BE REPORTED TO THE PROPER DEPARTMENT
CHECK									
ADJUST TIMING									
<b>GROUND COVER</b>									IT IS THE CONTRACTORS RESPONSIBILITY TO INSPECT EACH SITE WEEKLY TO ASSURE ALL WORK IS BEING DONE PER SPECIFICATIONS
FERTILIZE									
PRUNE									
WINTER MOW									
<b>SHRUBS</b>									CONTRACTOR SHALL USE ADVANCE WARNING SIGNS DURING ALL OPERATIONS
PRUNE									
FERTILIZE									
CULTIVATE									
<b>DEBRIS</b>									ALL CONTRACTORS EMPLOYEES SHALL WEAR SAFETY VESTS AND ALL VEHICLES SHALL HAVE THE COMPANY NAME ON THEM
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
<b>WEED CONTROL</b>									CONTRACTOR SHALL KEEP ALL HARDCAPED AREAS WEED AND DEBRIS FREE INCLUDING TURN POCKETS WEEKLY
HAND WEEDING									
PRE-EMERGENT/ POST-EMERGENT									
<b>OTHER</b>									ANY TREE ISSUES SHOULD BE TURNED IN TO STREETSCAPES TO BE FORWARDED TO URBAN FORESTRY
SEE SITE SPECIFICATION FOR ADDITIONAL DETAILS									

**MAINTENANCE PERFORMANCE SCHEDULE**

B18151681013

Site Name: Florin Rd East Frontage

SS#: 1180

AREA SIZE: 102,540 SQ. FT. 2.354 ACRES

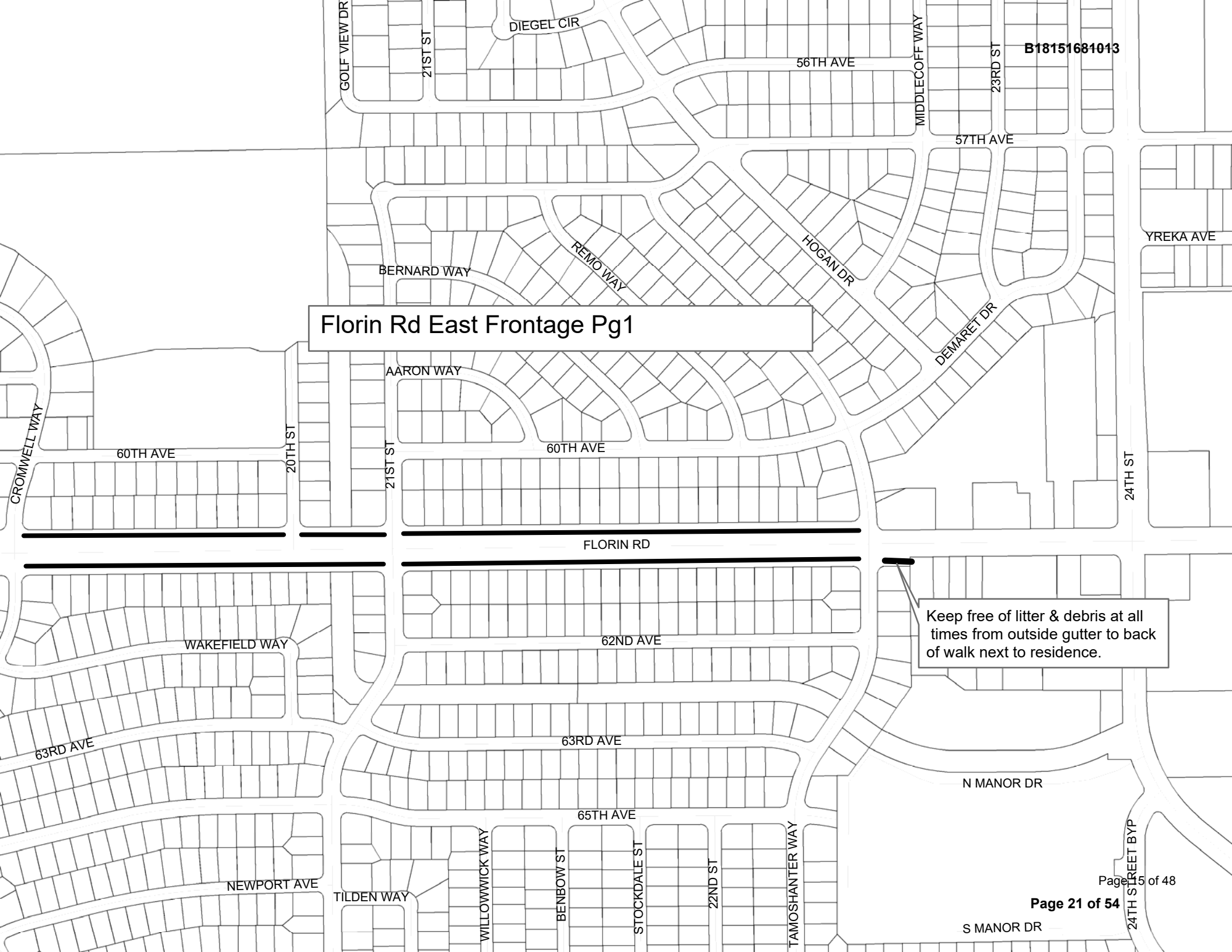
(SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS)

Tamoshanter to Amherst includes North and South frontage medians

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
<b>SITE SERVICED</b>									Mechanical or Hydraulic equipment shall be required. Hedge trimmers are for spot
<b>TURF</b>									trimming only. No ragged edge cuts
MOW									2x per year in the month of Feb and Oct
FERTILIZE									shrubs shall be pruned top to bottom
MECHANICAL EDGE									with no overhang. All intersections shall
CHEMICAL EDGE									be kept pruned for vehicle visibility
AERATE									year round.
RE-SEED									All sucker trees shall be removed and treated with herbicide
<b>IRRIGATION SYSTEM</b>									
CHECK									FROM CONTROLLERS ONLY
ADJUST TIMING									VISUAL INSPECTION FROM CREW WEEKLY
<b>GROUND COVER</b>									Prune lilies as needed for lush green
PRUNE							4		appearance and removal of dead leaves
FERTILIZE							2		Fertilize as needed
WINTER MOW									
<b>SHRUBS</b>									Oleanders shall be hard pruned to a max
PRUNE	FEB, OCTOBER						2		height of 8 ft and a clearance underneath
FERTILIZE									of 2 ft for ease of debris removal. Once
CULTIVATE									pruning has begun it shall be completed
									within 14 days. Lane closures will be
<b>DEBRIS</b>									required and must be approved prior to
LEAF PICK-UP									start of work. Submit min of 10 days.
LITTER AND OTHER DEBRIS PICK-UP									Sides kept pruned in 2ft for access, to
									prevent stepping off of medians during
									weekly servicing , should be pruned
<b>WEED CONTROL</b>									every other month depending on out
HAND WEEDING									growth of shrubs.
PRE-EMERGENT							2		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
POST-EMERGENT									
<b>OTHER</b>									
All debris must be removed from site on the same day of service. No debris is to be left on sides of frontage roads. Lane closures will be required during any operation									
that requires your staff to STEP OFF of the medians. Pruning at the end cap of medians will be needed for visibility on a regular basis. Call in to area inspector large									
debris that is left on site and bring out to curb line so that city services can safety remove.									

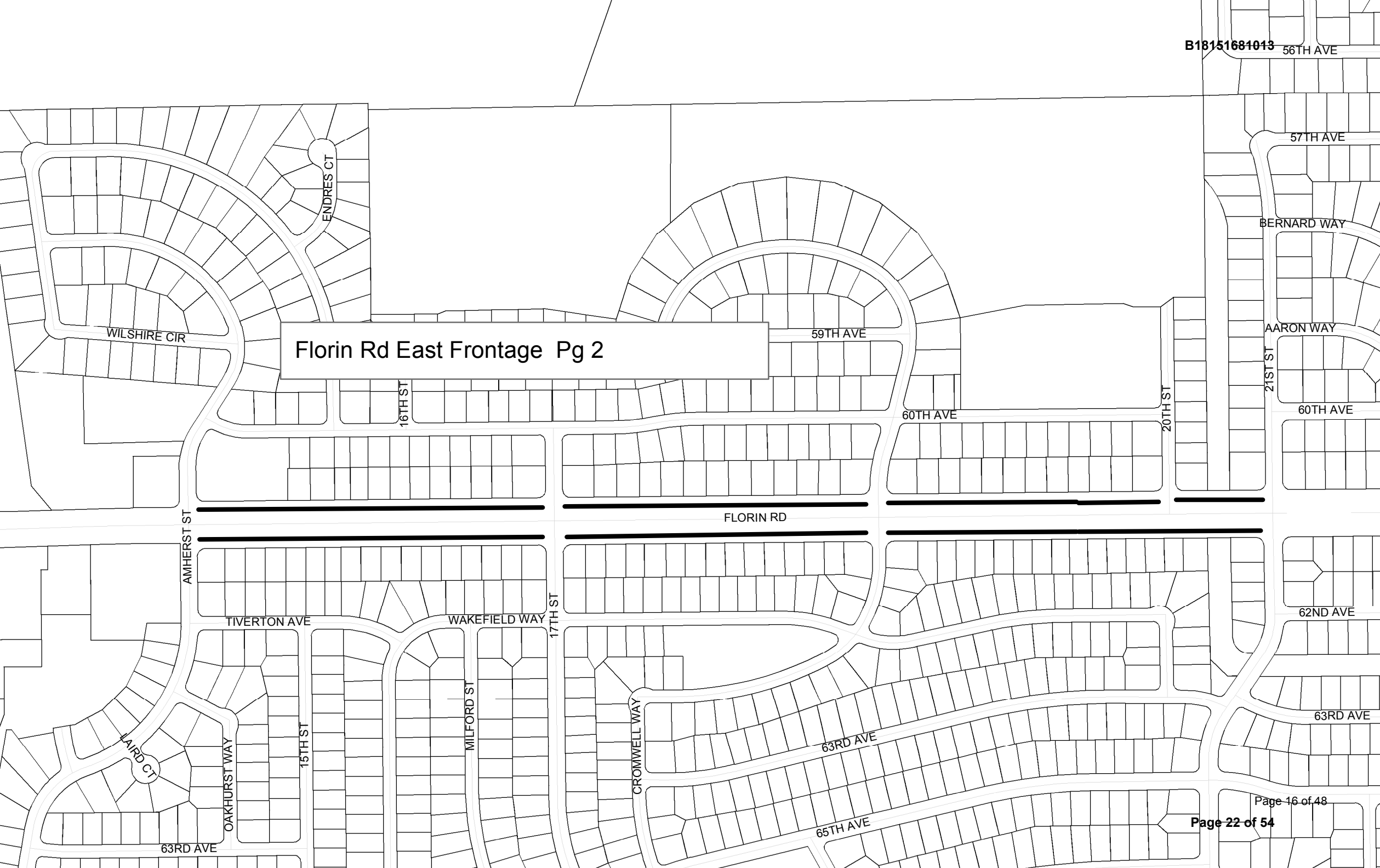
# Florin Rd East Frontage Pg1

Keep free of litter & debris at all times from outside gutter to back of walk next to residence.



24TH STREET BYP

Florin Rd East Frontage Pg 2



57TH AVE

BERNARD WAY

AARON WAY

21ST ST

60TH AVE

20TH ST

60TH AVE

59TH AVE

16TH ST

FLORIN RD

AMHERST ST

62ND AVE

TIVERTON AVE

WAKEFIELD WAY

17TH ST

63RD AVE

63RD AVE

CROMWELL WAY

MILFORD ST

15TH ST

OAKHURST WAY

LAIRD CT

65TH AVE

63RD AVE



**MAINTENANCE PERFORMANCE SCHEDULE**

B18151681013

Site Name: Freeport Blvd South

SS#: 1190

AREA SIZE: 101,538 SQ. FT. 2.331 ACRES

(SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS)

Entire Median from Blair Avenue South to Florin Road

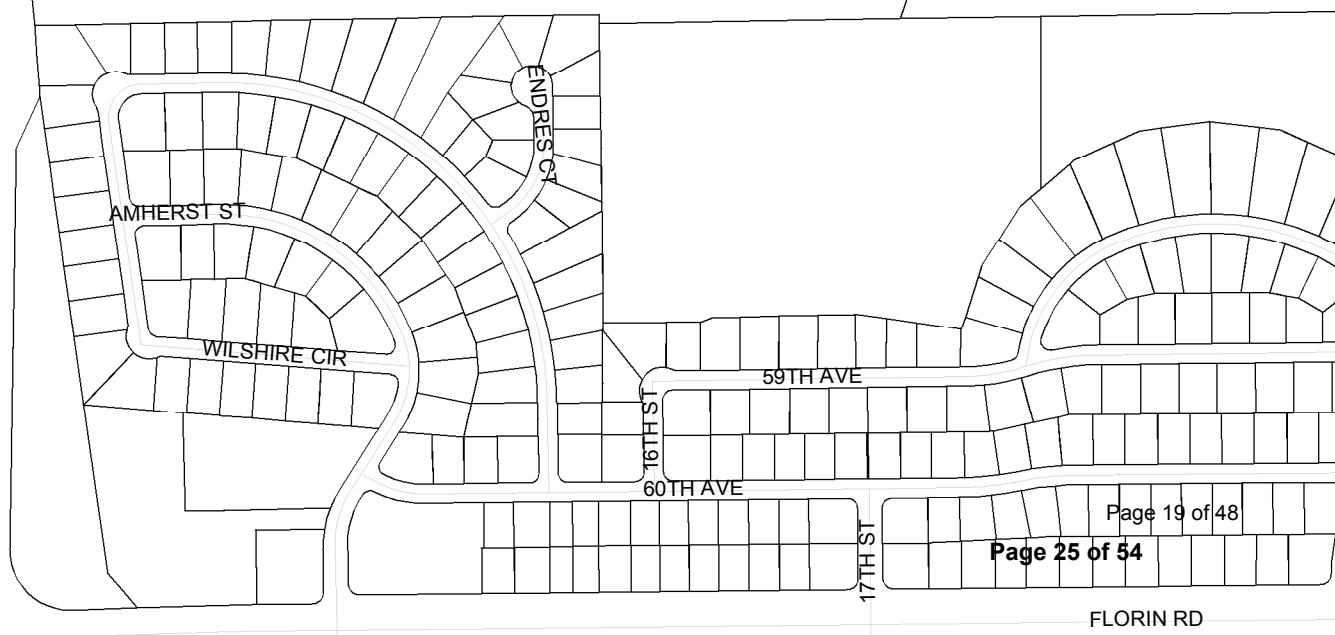
ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
<b>SITE SERVICED</b>									Mechanical or Hydraulic equipment shall be required. Hedge trimmers are for spot
<b>TURF</b>									trimming only. No ragged edge cuts
MOW									2x per year completed in Feb and Oct
FERTILIZE									shrubs shall be pruned top to bottom
MECHANICAL EDGE									with no overhang. Sides shall be kept
CHEMICAL EDGE									pruned 30 inches in from traffic markers
AERATE									
RE-SEED									All Sucker Trees shall be removed and treated with herbicide
<b>IRRIGATION SYSTEM</b>									
CHECK									Site is flood irrigated with solar
ADJUST TIMING									controllers- See note below
<b>GROUND COVER</b>									
FERTILIZE									
PRUNE									No groundcover
WINTER MOW									
<b>SHRUBS</b>									Oleanders Shall be hard pruned to a max
FERTILIZE									height of 6 ft from asphalt line
PRUNE							4		and a clearance underneath
CULTIVATE									of 2 ft for ease of debris removal. Once pruning has begun it shall be completed
<b>DEBRIS</b>									with in 14 days. Lane closures will be
LEAF PICK-UP									required and must be approved 10 days
LITTER AND OTHER DEBRIS PICK-UP									prior to work starting.
									Sides must be kept pruned for safety
<b>WEED CONTROL</b>									of crews to maintain year round
HAND WEEDING									
PRE-EMERGENT							2		EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE
POST-EMERGENT									
<b>OTHER</b>									
Cultivate as required to keep irrigation trench clear and open. Faucets are approximately every 60 feet down center of median. 1 solar controller in golf course cage with backflow and meter. Second solar on west side North of Belleau Wood next to back flow device and meter. Irrigate as needed for health and growth.									
of the plants. Contractor shall weed abate, including spraying areas near controllers, backflows and meters to keep a neat clean space.									



Freeport South Page1



Freeport South Page 2



**MAINTENANCE PERFORMANCE SCHEDULE**

B18151681013

Site Name: **Fruitridge East (Frontage)**

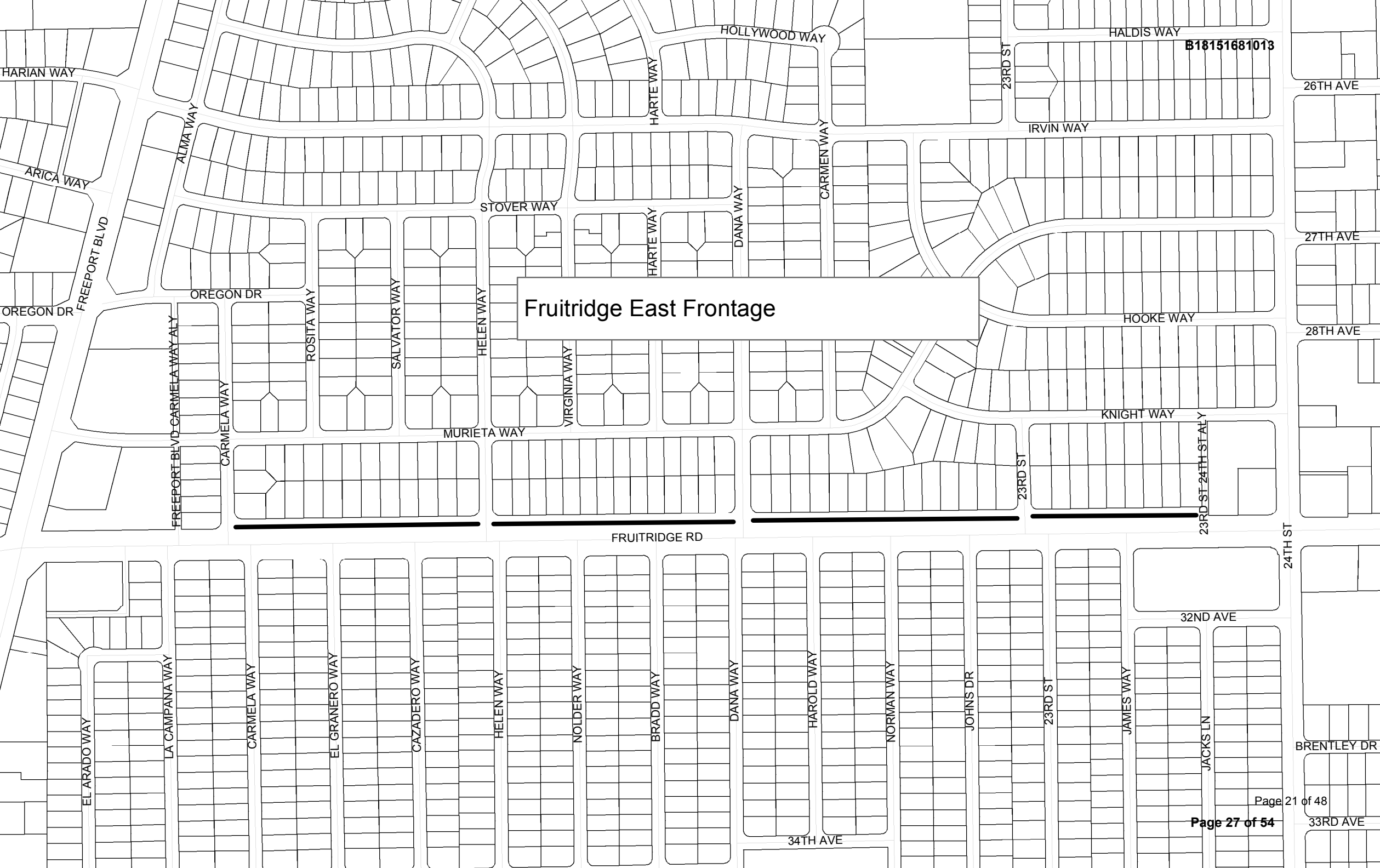
SS#: **0150**

AREA SIZE: **43,604** SQ. FT. **1.001** ACRES

(SEE ATTACHED MAPS FOR REFERENCE TO LOCATIONS)

**James Way to Carmella Way North Side Frontage Median- West of 24th Street**

ACTIVITY	DAILY	BI-WEEKLY	WEEKLY	BI-MONTHLY	MONTHLY	QUARTERLY	___ x YEAR	AS REQUIRED	COMMENTS
<b>SITE SERVICED</b>									<b>Mechanical or Hydraulic equipment shall be required. Hedge trimmers are for spot trimming only. No ragged edge cuts</b>
<b>TURF</b>									<b>2x per year in the month of Feb and Oct shrubs shall be pruned top to bottom with no overhang. All intersections shall be kept pruned for vehicle visibility year round. All Sucker Trees shall be removed and treated with herbicide</b>
MOW									
FERTILIZE									
MECHANICAL EDGE									
CHEMICAL EDGE									
AERATE									
RE-SEED									
<b>IRRIGATION SYSTEM</b>									<b>FROM CONTROLLERS ONLY</b>
CHECK									<b>VISUAL INSPECTION FROM CREW WEEKLY</b>
ADJUST TIMING									<b>Tbos Controllers at each Valve</b>
<b>GROUND COVER</b>									
PRUNE									<b>Prune lilies as needed for lush green appearance (communicate with inspector- we want all islands done at same time</b>
WINTER MOW									
<b>SHRUBS</b>									<b>Oleanders Shall be hard pruned to a max height of 8 ft and a clearance underneath of 2 ft for ease of debris removal. Once pruning has begun it shall be completed with in 14 days. Lane closures will be required and must be approved prior to start of work. Submit 10 days ahead min.</b>
PRUNE							2		
FERTILIZE									
CULTIVATE									
<b>DEBRIS</b>									<b>Sides kept pruned in 2ft for access to prevent stepping off of medians on weekly servicing, throughout year.</b>
LEAF PICK-UP									
LITTER AND OTHER DEBRIS PICK-UP									
<b>WEED CONTROL</b>									
HAND WEEDING									
PRE-EMERGENT							2		<b>EARLY MARCH, EARLY MAY- SUBMIT SCHEDULE</b>
POST-EMERGENT									
<b>OTHER</b>									<b>All debris must be removed from site on the same day of service. No debris is to be left on sides of frontage roads. Lane closures will be required during any operation that requires your staff to be off of the medians. Any debris left behind will be reported by home-owners.</b>



Fruitridge East Frontage

B18151681013

**LANDSCAPE PRACTICES FOR SUSTAINABILITY**

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

All irrigation shall be in compliance with the City Water Ordinance, see LS14, for a copy of the ordinance.

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

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

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

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

## STANDARD WATER QUALITY SPECIFICATIONS

### Water Quality Control

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

#### 1. Dust Control

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

#### 2. Erosion, Sediment, and Pollution Control

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

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

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

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

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

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

**Standard Water Quality Specifications****Page 2 of 3**

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

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

7. **Solid Waste Management:** Contractor shall maintain a clean construction site. Contractor shall provide designated areas for waste collection. The waste collection areas shall be leak-proof containers with lids or covers. Site trash shall be collected daily and placed in the disposal containers. The Contractor shall make arrangements for regular waste collection. The Contractor shall also regularly inspect the waste disposal areas to determine if potential pollutant discharges exist.
8. **Material Storage and Delivery Area:** Contractor shall provide one central material storage and delivery area (MSDA) for the duration of the project. This area shall be protected such that runoff will not be allowed to leave the MSDA site. The Contractor shall regularly inspect the MSDA site to ensure that any hazardous or non-hazardous materials have not spilled.
9. **Concrete Waste Management:** The Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated on-site area. Concrete wastes, including left-over concrete and material from washing out the concrete truck, shall not be disposed or washed into the storm drain system. If a designated on-site area is provided, the site shall be bermed to allow the concrete to dry. The dried concrete waste shall be removed and disposed of properly by the Contractor at his expense.
10. **Spill Prevention and Control:** The Contractor shall be responsible for instructing employees and sub-contractors about preventing spills of hazardous materials, including equipment fuel, and controlling spills if they occur. Proper spill control and cleanup materials and procedures shall be kept on site near the storage and equipment fueling areas and updated as materials change on site. Contractor will be held strictly responsible for the prevention, clean-up and consequences of any hazardous materials spills.

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

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



**Standard Water Quality Specifications**  
**Page 3 of 3**

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

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

### **3. Enforcement**

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

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

The City reserves the right to take corrective action and withhold the City's costs for corrective action from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.

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

**ADMINISTRATIVE PENALTIES ORDINANCE FOR  
ADVANCE WARNING SIGNAGE**

**Title 12 STREETS, SIDEWALKS AND PUBLIC PLACES**

**Chapter 12.20 CLOSURE OF PRIMARY STREETS FOR CONSTRUCTION**

**12.20.010 Definitions.**

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

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

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

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

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

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

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

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

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

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

**12.20.020 Closure of streets for work—Traffic control plan.**

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

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

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

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

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

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

### **12.20.030 Traffic control plan—Requirements.**

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

1. The name and business address of the applicant.
2. A diagram showing the location of the proposed work area.
3. A diagram showing the location of areas where the public right-of-way will be closed or obstructed.
4. A diagram showing the placement of traffic control devices necessary to perform the work.
5. The proposed phases of traffic control.
6. The time periods when the traffic control will be in effect.
7. The time periods when work will prohibit access to private property from a public right-of-way.
8. A statement that the applicant will comply with the city's noise ordinance during the performance of all work.
9. A statement that the applicant understands that the plan may be modified by the director at any time in order to eliminate or avoid traffic conditions that are hazardous to the safety of the public.

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

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

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

#### **12.20.040 Maintenance of construction areas.**

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

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

#### **12.20.050 Repair of traffic control systems.**

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

#### **12.20.060 Care of existing known facilities.**

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

#### **12.20.070 Public notification of work.**

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

#### **12.20.080 Violation—Administrative penalties.**

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

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

- a. Section 12.20.020(B).
- b. Section 12.20.020(D).
- c. Section 12.20.040.
- d. Section 12.20.050.

e. Section 12.20.060.

f. Section 12.20.070.

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

a. Section 12.20.020(A).

b. Section 12.20.020(C).

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

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

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

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

1. The name and address of the violating party, if known;
2. The location, date and time of the violation;
3. A description of the act(s) or condition(s) violating this chapter;

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

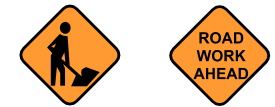
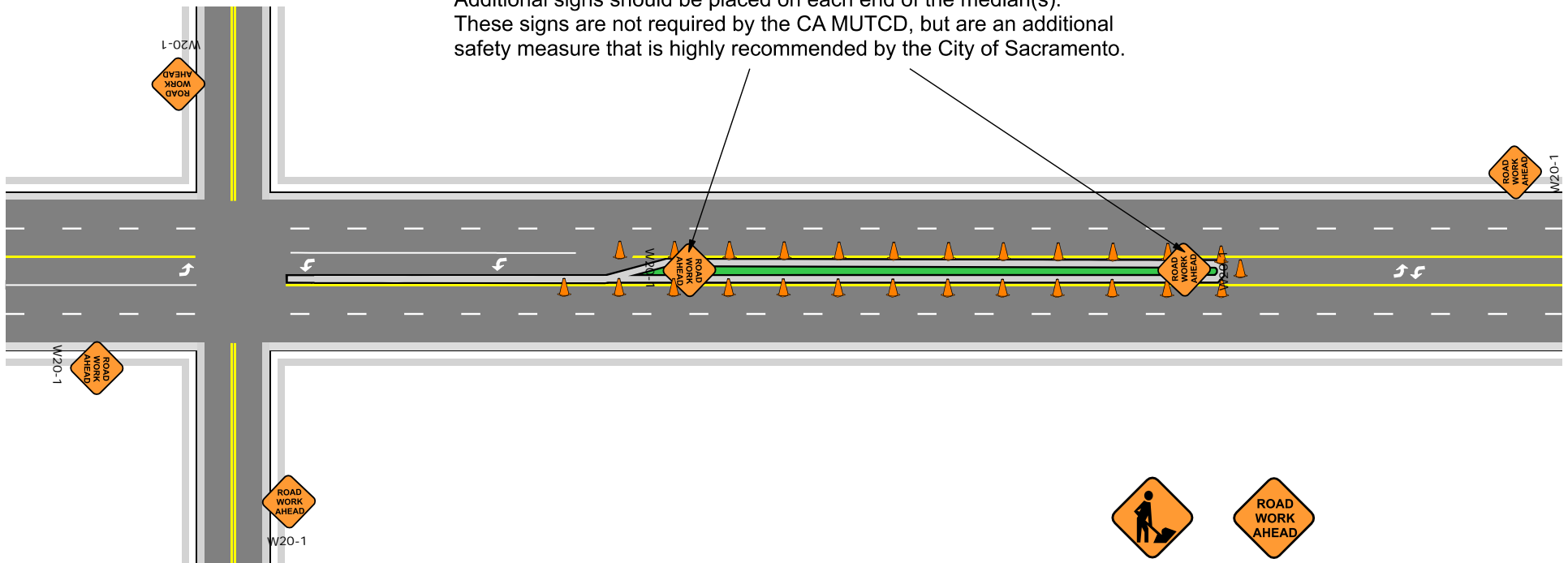
5. A statement indicating that the administrative penalty may be appealed, in accordance with the provisions of Section 1.28.010(D)(4) of this code, by filing a written

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

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

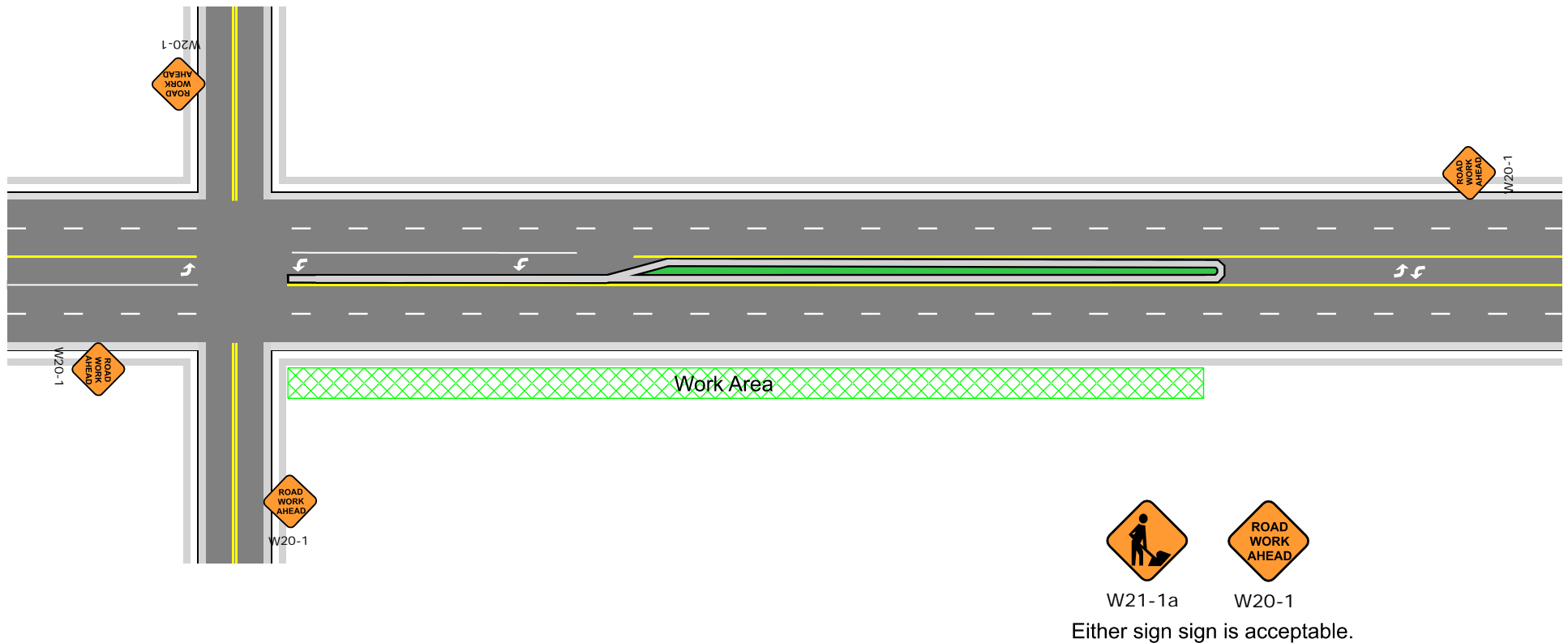
7. A statement indicating that a party upon whom a final administrative penalty has been imposed may seek review of the order imposing the penalty pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6.

Additional signs should be placed on each end of the median(s).  
 These signs are not required by the CA MUTCD, but are an additional  
 safety measure that is highly recommended by the City of Sacramento.



W21-1a      W20-1  
 Either sign sign is acceptable.

	<p><b>Date:</b> 7/1/2014 <b>Author:</b> Streetscape Maintenance <b>Project:</b> TYPICAL TEMPORARY TRAFFIC CONTROLS FOR WORK ON MEDIANS</p>
	<p><b>Comments:</b>                  Typical temporary traffic control placement for streetscape maintenance work on medians, with no lane closure. Placement of cones must preserve a minimum lane width of at least 10 feet. All work must be contained to median, workers are not to step into traffic lanes. Actual placement of signs and cone spacing will be dictated by traffic volume, speed, and other factors. Refer to CA MUTCD.</p>



	<p><b>Date:</b> 7/1/2014 <b>Author:</b> Streetscape Maintenance <b>Project:</b> TYPICAL TEMPORARY TRAFFIC CONTROLS FOR WORK ON SIDE OF ROAD</p>
	<p><b>Comments:</b>          Typical temporary traffic control placement for streetscape maintenance work on side of road, with no lane closure. All work must be contained to side of road, workers are not to step into traffic lanes. Actual placement of signs and cone spacing will be dictated by traffic volume, speed, and other factors. Refer to CA MUTCD.</p>



**EXHIBIT B**  
**NONPROFESSIONAL SERVICES AGREEMENT**

**FEE SCHEDULE/MANNER OF PAYMENT**

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 116,870.00.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
  - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONTRACTOR shall contain the following information:
    - (1) Job/Project Name
    - (2) CITY's current Purchase Order Number
    - (3) CONTRACTOR's Invoice Number
    - (4) Date of Invoice Issuance
    - (5) Work Order Number (if applicable)
    - (6) CITY representative identified on the Purchase Order
    - (7) CONTRACTOR's remit address for payment
    - (8) Description of services billed under Invoice
    - (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
    - (10) Total Billed to Date under Agreement
  - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Submitting Invoices:

- (1) **Email.** Submit email invoices and any attachments to:

[apinvoices@cityofsacramento.org](mailto:apinvoices@cityofsacramento.org)

- (2) **Postal mail.** If emailing invoices and attachments is not an option, mail to:

A/P PROCESSING CENTER  
CITY OF SACRAMENTO  
915 I ST FL 4  
SACRAMENTO CA 95814-2608

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

**ATTACHMENT 1 TO EXHIBIT B**  
**NONPROFESSIONAL SERVICES AGREEMENT**  
**FEE SCHEDULE / MANNER OF PAYMENT**

**PRICING SCHEDULE**

**B18151681013**

**City of Sacramento  
Oleanders Streetscapes Maintenance**

This bid is for ALL three (3) site locations on the attached performance schedules. All columns must be completed correctly for the bid to be considered responsive. The contract term is for one (1) year with option to extend two (2) optional years. The City reserves the right to add or delete locations to the scope of the work during the contract term.

LINE ITEM	LOCATION	FIRST YEAR SCHEDULED MAINTENANCE			SECOND YEAR SCHEDULED MAINTENANCE			THIRD YEAR SCHEDULED MAINTENANCE		
		MONTHLY PRICE	X	YEARLY PRICE	MONTHLY PRICE	X	YEARLY PRICE	MONTHLY PRICE	X	YEARLY PRICE
1	Florin Rd. East Frontage	4460	12	52800	4460	12	52800	4400	12	52800
2	Freeport Blvd. South	3400	12	40800	3400	12	40800	3400	12	40800
3	Fruitridge East (Frontage)	1035	12	12420	1035	12	12420	1035	12	12420
TOTAL OF YEARLY SCHEDULED MAINTENANCE PRICES <i>(Sum of yearly prices for all locations, above)</i>		FIRST YEAR SCHEDULED MAINTENANCE SUBTOTAL		106020	SECOND YEAR SCHEDULED MAINTENANCE SUBTOTAL		106020	THIRD YEAR SCHEDULED MAINTENANCE SUBTOTAL		106020
REPAIR CREW RATES <i>(From total calculated on page "Repair Crew Rates")</i>		CREW RATES TOTAL		10850	CREW RATES TOTAL		10850	CREW RATES TOTAL		10850
YEARLY TOTAL <i>(Sum of Maintenance Subtotal and Repair Crew Rates, above)</i>		FIRST YEAR TOTAL		116870	SECOND YEAR TOTAL		116870	THIRD YEAR TOTAL		116870
<b>BID TOTAL (Sum of First, Second, and Third Year Totals)</b>										<b>350610</b>

COMPANY: Parker Landscape Dev	SIGNATURE: 	DATE: 9.26.17
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**REPAIR CREW RATES  
City of Sacramento Streetscapes**

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

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

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

**Item #1 – GENERAL GARDENING CREW RATE**

**(TWO PERSON CREW)**

Provide general gardening services, as required, i.e. plant and cleanups, pruning and work as such.

\$ 60 per hour special

**Item #2 – SPECIALTY IRRIGATION RATE**

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

(a) Technician Rate \$ 90 per hour  
(b) Technician w/ Helper Rate \$ 90 per hour

**\*MUST HAVE PRIOR APPROVAL BEFORE TECH W/ HELPER RATE IS USED\***

**Item #3 – URGENT RESPONSE**

In the event an immediate response is required outside normal working hours, Monday to Friday, the Streetscapes inspector may authorize an Urgent response call out. PER CALL RATE WILL BE PAID AT THE SPECIALTY IRRIGATION RATE.

**#4 – PERCENTAGE MARKUP ON MATERIALS**

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

5 %

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

General Gardening Crew Rate (Item # 1) x 70 hours =	\$ <u>4200</u>
Specialty Irrigation Rate (Item # 2 (b)) x 70 hours =	\$ <u>6300</u>
Materials Markup (Item # 4) x \$7,000 =	\$ <u>350</u> (amount of mark up only)

**(TOTAL) \$ 10850**

**ENTER ABOVE TOTAL ON THE MAINTENANCE PRICING SCHEDULE PAGE WHERE INDICATED**

**EXHIBIT C  
NONPROFESSIONAL SERVICES AGREEMENT**

**FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY**

CITY shall [*check one*]

  X   Not furnish any facilities or equipment for this Agreement;

or

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

**EXHIBIT D**  
**NONPROFESSIONAL SERVICES AGREEMENT**

**GENERAL PROVISIONS**

**1. Independent Contractor.**

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

services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A



violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

**7. CONTRACTOR Information.**

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

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

**9. Term; Suspension; Termination.**

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

**10. Indemnity.**

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

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

- (3) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

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

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

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

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

B. Additional Insured Coverage

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

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

City of Sacramento  
c/o EXIGIS LLC  
P.O. Box 4668 ECM- #35050  
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to: certificates-sacramento@riskworks.com

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

F. Subcontractors

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

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

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

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

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

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

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
  - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
  - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
  - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.