
File ID: 2024-00894

6/11/2024

Consent Item 20.

Contract Supplement: Tree Pruning Services [Published for 10-Day Review 05/30/2024]

File ID: 2024-00894

Location: Citywide

Recommendation: Pass a **Motion** awarding a contract supplement for tree pruning services to West Coast Arborists, Inc. through June 30, 2025, for an amount not to exceed \$2,000,000.

Contact: Kevin Wasson, Operations General Supervisor, (916) 808-8074, kwasson@cityofsacramento.org; Jose Sanchez, Streets Manager, (916) 808-2254, jgsanchez@cityofsacramento.org; Department of Public Works

Presenter: None

Attachments:

1-Description/Analysis

2-Supplemental Agreement

Description/Analysis

Issue Detail: Contracted tree pruning services complement the work performed by City staff and are essential for efficiently maintaining the urban forest, especially when managing unexpected spikes in workload. The budget for the Urban Forestry Section covers both staffing and equipment and is structured to integrate in-house resources with contracted services. This combination allows for the handling of preventative maintenance pruning and timely responses to emergencies. Contracting for services is vital due to the lack of flexible staffing for emergencies and specialized equipment like cranes, ensuring the City can effectively meet these needs.

On March 21, 2023, the City Council approved a contract with West Coast Arborist, Inc. for an initial one-year term ending on June 30, 2024, with an option for a one-year extension until June 30, 2025. The City Council has requested separate approval for the second-year contract supplement, which is the current recommended action. Without these services, the City would be unable to conduct preventative maintenance pruning, crucial for effective urban forest management.

The selection of the original contract for tree pruning services prioritized qualifications over the lowest bid to ensure the availability of highly qualified service providers. The process involved issuing a

request for proposals, publicly advertised to attract qualified contractors. Utilizing this method of selection for non-professional services requires a two-thirds vote of the City Council.

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, that requires City Council approval of contracts of \$250,000 or more.

The Request for Proposal (RFP) process is an alternative to competitive bidding for non-professional services, with the approval of City Council. City Code section 3.56.230(c) authorizes the City Council to suspend competitive bidding for the purchase of services or supplies when, upon a two-thirds vote, the City Council determines it is in the best interest of the City to do so.

The Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a two-thirds vote of the City Council, all labor agreements and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to council action. This item was published for 10-day review on May 30, 2024, in compliance with the City Code.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): The current proposal involves the contracting for public tree pruning and removal services. These activities are categorically exempt under CEQA Guidelines Section 15301 (h) "maintenance of existing landscaping, native growth, and water supply reservoirs."

Sustainability: The current proposal supports the ongoing health and safety of the urban forest.

Commission/Committee Action: None.

Rationale for Recommendation: In 2023, the City Council approved an agreement with West Coast Arborists for one year, with an option to extend for an additional year. To ensure the continuous provision of preventative maintenance services vital for the health and safety of the urban forest, as well as the availability of resources to respond to emergency events such as recent storms, staff recommends exercising the option for the second year of this contract.

Historically, these services were procured through a Request for Proposals (RFP) process to secure the most qualified contractor. Prior to implementing this process, the Division would hire contractors based on competitive low bid submissions, which often resulted in contractors failing to meet the

City's standards. Delays in routine and emergency tree services can lead to increased litigation against the City. Therefore, on January 23, 2023, the Maintenance Services Division of the Department of Public Works released RFP P23151811001 to solicit qualified contractors to provide tree pruning services.

Staff received proposals meeting all requirements from West Coast Arborists, Inc., and Fallen Leaf Tree Management. Using the criteria established in the RFP process, a three-member panel from Urban Forestry thoroughly reviewed and evaluated each proposal. Based on the following criteria:

- Capabilities, qualifications, and experience (Weighted 30%)
- References, with preference given to local government client references (Weighted 30%)
- Competitive pricing (Weighted 40%)

West Coast Arborists, Inc. was determined to be the most qualified contractor to provide tree pruning services.

Financial Considerations: The one-year contract supplement from July 1, 2024, through June 30, 2025, will be for an amount not to exceed \$2 Million.

Urban Forestry operations are funded by taxes from the Citywide Landscaping and Lighting District Fund (Fund 2232). There is sufficient funding anticipated to be available in FY2024/25 Department of Public Works, Maintenance Services Division operating budget to support the projected contract costs through June 30, 2025. No work will be authorized without available funding.

Local Business Enterprise (LBE): West Coast Arborists, Inc. is an LBE.

SUPPLEMENTAL CONTRACT

Project Title and Job Number: Tree Pruning Services
Purchase Order #:

Date: 04/08/2024
Supplemental Contract No.: 1

The City of Sacramento ("City") and West Coast Arborists, Inc.("Contractor"), as parties to that certain Non-Professional Services Agreement designated as Contract Number PRC002239, including any and all prior supplemental contracts modifying the contract (the contract and all supplemental contracts are hereafter collectively referred to as the "Contract"), hereby supplement and modify the Contract as follows:

1. The Scope of Services specified in Exhibit A of the Contract is amended as follows:

The Term of this agreement is extended for an additional 12 months, through June 30, 2025, and adding second-year contract amount of \$2,000,000. All other terms and conditions remain the same.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Contract for payment of Contractor's fees and expenses, is **increased/decreased** by \$2,000,000 , and the Contract's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$2,000,000</u>
Net change by previous supplemental contracts:	<u>\$0</u>
Not-to-exceed amount prior to this supplemental contract:	<u>\$2,000,000</u>
Increase/decrease by this supplemental contract:	<u>\$2,000,000</u>
New not-to exceed amount including all supplemental contracts:	<u>\$4,000,000</u>

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in schedules or in the delivery of other services by Contractor.
4. Contractor warrants and represents that the person or persons executing this supplemental contract on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental contract and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Contract shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Contract, as supplemented and modified by this supplemental contract.

[SIGNATURES ON FOLLOWING PAGE]

CONTRACT #: PRC002239
CONTRACT NAME: Tree Pruning Services
CONTRACT PROJECT #:
DEPARTMENT: Public Works
DIVISION: Maintenance Services

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation (“CITY”), and

*West Coast Arborists, Inc.
2200 E. Via Burton Street
Anaheim, CA 92806
(800)521-3714*

(“Contractor”), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning July 1, 2023.
2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the “Contract Documents”):

Invitation to Bid, Request for Qualifications, or Request for Proposals, and any Addenda
Exhibit A – Scope of Work
Exhibit B – Payment
Exhibit C – Insurance
Exhibit D – General Conditions
Purchase Orders

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the non-professional services described in Exhibit A (“Services”).

Contractor will not be compensated for non-professional services outside the scope of Exhibit A (“Additional Services”) unless, before providing Additional Services: (a) Contractor notifies City and City agrees that the Additional 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 Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

City will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

4. **Payment.** City shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to City in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.
6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

9. **Living Wage.** This Contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at: <https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>. The Living Wage Ordinance is applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period. Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.58. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor shall require applicable 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.

Contractor's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, Contractor shall pay the higher of the two rates.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract 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, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable 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.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.60. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.60 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.60.

Contractor's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signatures Page Following Exhibits]

EXHIBIT A

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Kevin Wasson, Operations General Supervisor
5730 24th Street, Bldg 11A
Sacramento, CA 95822
916-808-8074 / kwasson@cityofsacramento.org*

The CONTRACTOR Representative for this Agreement is:

*Victor Gonzalez, Vice President
2200 E. Via Burton Street
Anaheim, CA 92806
(800) 521-3714 / vgonzalez@wcainc.com*

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

- 2. Scope of Services.** Contractor shall provide Services to City as set forth in Attachment 1 to this Exhibit A.
- 3. Time of Performance.** The Services described in this Contract shall be provided for *one year, from July 1, 2023, through June 30, 2024. The City may extend this Contract for up to one additional one-year term, for a maximum two-year term* Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A. Contractor shall immediately notify the City if Contractor is unable to perform Services in compliance with this Contract.

EXHIBIT B

PAYMENT

1. **Contractor's Compensation.** The total of all fees paid to the Contractor for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$ 2,000,000. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Pricing.** Contractor shall be paid as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **Contractor's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City.
4. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.
5. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
 - A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.
 - B. Invoices must be submitted to either of the addresses specified below.
 - (1) Email. Submit email invoices and any attachments to:
apinvoices@cityofsacramento.org
 - (2) Postal Mail. If emailing is not an option, mail to:
A/P Processing Center
City of Sacramento
915 I Street, Floor 4
Sacramento, CA 95814-2608
 - C. All invoices submitted by CONTRACTOR must 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

- (8) Itemized description of items billed under Invoice
- (9) Itemized description of all authorized Reimbursable Expenses
- (10) Itemized description of all applicable taxes (sales, use, excise, etc.)
- (11) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (12) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.

F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

6. **Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

7. **Accounting Records of Contractor.** During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

8. **Tax Payments.** 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.

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

The services provided under this Contract include ***[check one if applicable]:***

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

_____ Land Surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project; or

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

If any of the lines is checked above, this Contract includes “Public Work” under the California Labor Code and is subject to the following requirements:

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations (“DIR”) in accordance with California Labor Code section 1773. Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.180. Questions regarding the City’s Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the 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 in accordance with California Labor Code Section 1725.5.

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 all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor’s and any subcontractors’ current DIR registration number(s). The Contractor’s current DIR registration number and the

current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.190, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.180 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

EXHIBIT C

INSURANCE

- 1. Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. 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.

Contractor's liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

- 2. General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required 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 the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor 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.

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 and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

- 3. Automobile Liability Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

 X Automobile Liability Insurance is required 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 occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

 No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a

vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of 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 occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.”

4. **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 contains, or is endorsed to contain, a provision that it will 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 will be in excess of Contractor's umbrella or excess coverage and will not contribute to it.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

Workers' Compensation Insurance is required 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.

No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City.”

6. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:

A. Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.

B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.

C. Coverage shall state that Contractor's insurance applies separately to each insured

against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

7. **Acceptability of Insurance.** Insurance must 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 Exhibit C must be declared to and approved by the City in writing before execution of this Contract.

8. **Verification of Coverage.**

A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.

B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

9. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

EXHIBIT D

GENERAL CONDITIONS

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 will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will 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 any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is off the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, 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 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 will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee 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. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of City Information.** During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, 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 City's prior written consent.

In addition, Contractor must 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 is a material violation of this Contract and shall justify legal and equitable relief.

8. Contractor Information.

- A. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: 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 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 under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- 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 Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with 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 will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. 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 seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.

- 9. Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
- 10. Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.
- Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.
- 11. Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
- 12. Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
- 13. Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
 - B. City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:

(1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

(2) The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

14. Default by Contractor. In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

15. Guarantee and Warranty. Contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

A. The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard or better warranty.

B. Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.

C. Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.

D. City's inspections, approval, acceptance, or payment for all or part of any Goods and

Services will in no way affect City's warranty rights.

16. 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 all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and 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 Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to 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 Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent 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 Contract will not affect or limit any of City's rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of section 8.B., above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

17. Funding Availability.

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

18. Equal Employment Opportunity. During the performance of this Contract, Contractor, for itself,

its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment," as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- 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 Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- 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 the 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 Contract, the City shall impose any sanctions it determines are appropriate including:
 - (1) Withholding of payments to Contractor under this Contract until Contractor complies;
 - (2) Cancellation, termination, or suspension of this Contract, 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. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the City join such litigation to protect the City's interests.

19. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code.
20. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
21. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
22. **Waiver.** Neither the City's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
23. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will 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.
24. **Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities 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 Contract without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.
25. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.
26. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

27. Debarment Certification

A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

Attachment 1 to Scope of Services Exhibit A

SCOPE OF SERVICES

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

I. GENERAL PROVISIONS.

The Contractor shall be aware of and shall comply with the Sacramento City Codes governing tree pruning work, traffic control and any other regulations that may affect operations. Refer to City of Sacramento's Standard Specifications, Section 6-18. The Contractor shall furnish all labor, materials, and equipment necessary to perform the work described herein in strict accordance with these specifications and subject to the terms and conditions of the contract. All work is to be performed by a tree care contractor, who shall be licensed by the California Contractors State License Board (Classification C-61/Category D-49 and Classification C-31) to provide such contract services within the State of California and the City of Sacramento.

A. Inspection and Oversight.

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

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

The Inspector will review the site for cleanliness, adherence to pruning standards, safety procedures and proper traffic and pedestrian control. The Inspector will give the contractor an opportunity to correct or replace non-conforming deliverables or services if this can be accomplished within the required delivery schedule. Correction or replacement will be without additional cost to the City.

The Inspector will not consider the services complete until all unacceptable performance has been corrected. The value of the Contractor's non-performance will be deducted from any money due the Contractor. The Inspector will document in the contract file the basis for any amounts withheld.

B. Record Keeping and Invoicing.

The contractor shall invoice Urban Forestry bi-weekly, in a format approved by the City. This format will include but not be limited to date of work, address where work was performed, type of work performed, corresponding inventory/tree identification and shall be used for each invoice and must be completed in its entirety. The Contractor will supply work history reports on a quarterly basis, or upon request by the Inspector, in a format approved by the City.

C. Work Week.

The normal work week shall be Monday through Friday, 7:00 a.m. to 3:30 p.m. Where traffic, parking or other constraints exist, the work week may be modified. All work week modifications shall be approved by the Inspector. Notify the Inspector by 7:00 a.m. daily, by e-mail, with starting locations for each crew and contact phone number for foreman.

D. Allocation and Completion of Work Orders.

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

E. Qualified Personnel.

The contractor shall provide qualified supervisory staff who are physically present at each job site.

1. Each crew shall consist of at least one employee with current certification as a International Society of Arboriculture Certified Tree Worker.
2. Each crew shall consist of at least one supervising employee with current certification as an International Society of Arboriculture Certified Arborist.
3. Each crew shall consist of at least one supervising employee with training in current Best Management Practices in California for Tree Care for Birds and Other Wildlife.

F. Equipment.

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

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

G. Damage to Property.

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

H. Safety.

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

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

I. Work Affecting the Public Right-Of-Way.

The Contractor acknowledges and agrees that the safety of motorists, pedestrians, and maintenance crews while working along the City's transportation corridors is paramount, and the Contractor agrees that during the progress of the work, the Contractor shall constantly protect and preserve the safety of the public. The Contractor shall not unnecessarily cause inconvenience to the public during the progress of the work and shall minimize the inconvenience caused by the Contractor's operations. Such operations include, but are not limited to, work performed on or adjacent to the work site, traffic lane and pedestrian closures and deliveries of material and equipment. Possession of a C-31 Construction Zone Traffic Control Contractor's License is highly desirable.

1. Temporary Traffic Control Requirements.

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

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

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

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

The Contractor shall submit a traffic control plan showing proposed traffic control measures and detours for vehicles and pedestrians a minimum of ten working days prior to the start of any work that requires the closure of a sidewalk or traffic lane. The traffic control plan shall include the following information pursuant to City Code Chapter 12.20:

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

2. Primary Streets.

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

3rd St., between I St. & Broadway

G St., between 3rd St. & Alhambra Blvd.

5th St. between H St. & Broadway	Garden Hwy.
6th St. between H St. & Q St.	H St.
7th St. between G St. & T St.	Heritage Lane
8th St. between G St. & Broadway	Hornet Dr.
9th St. between G St. & Broadway	Howe Ave.
10th St. between G St. & Broadway	I St. between 3rd St. & 29th St.
11th St. between G St. & Q St.	J St.
12th Ave. between Martin Luther King Blvd. and Sutterville Rd.	Jackson Rd.
12th St. between N 12th St. & W St.	Jibboom St.
13th St. between H St. & L St.	K St. between 15th St. & Alhambra Blvd.
14th St. between G St. & L St.	L St. between 3rd St. & Alhambra Blvd.
15th St. between F St. & Broadway	La Mancha Way
16th St. between N 16th St. & Broadway	La Riviera Dr.
19th St. between G St. & Broadway	Land Park Dr.
21st St. between 4th Ave. & G St.	Mack Rd.
24th St. (Knight Way & Meadowview Rd., W St. & 2nd Ave)	Main Ave. west of Kelton Way
29th St. between D St. & W St.	Marconi Ave.
30th St. between E St. & T St.	Martin Luther King, Jr. Blvd.
34th St. between Folsom Blvd. & Broadway	Marysville Blvd. between Del Paso Blvd. & Bell Ave.
43rd Ave. west of South Land Park Dr.	Meadowview Rd.
47th Ave., city portions between 24th St. & Stockton Blvd.	Munroe St.
55th St.	N St. between 2nd St. & Alhambra Blvd.

65th St. between Folsom Blvd. & Broadway	North 12th St.
65th St. Expressway between Elvas Ave. & south city limit	North 16th St.
Alhambra Blvd. between E St. & Broadway	North B St. between North 12th St. & 16th St.
Alta Arden Expwy.	Northgate Blvd.
Alta Valley Wy.	Norwood Ave.
American River Dr. between Howe Ave. & Munroe St.	P St. btwn 2nd St. & Stockton Blvd.
Arcade Blvd. between Marysville Blvd. & Marconi Ave.	Pocket Rd.
Arden Way	Point West Wy.
Azevedo Dr.	Power Inn Rd.
Broadway	Q St., between 2nd St. & Alhambra Blvd.
Bruceville Rd.	Raley Blvd.
Capitol Ave. between 15th St. & Folsom Blvd.	Response Rd.
Carlson Dr.	Richards Blvd.
Center Pkwy.	Rio Linda Blvd.
Challenge Wy.	Riverside Blvd.
College Town Dr.	Roseville Rd.
Connie Dr. between Roseville Rd. & Marconi Ave.	Royal Oaks Dr.
Cosumnes River Blvd.	San Juan Rd.
Del Paso Blvd., south of Marysville Blvd.	Seamas Ave., east of Riverside Blvd.
E St., between 27th St. & Alhambra Blvd.	South Land Park Dr.
El Camino Ave.	South Watt Ave.

Elder Creek Rd.	Sproule Ave.
Elsie Ave.	Stockton Blvd.
Elvas Ave., between 56th St. & 65th St.	Sunbeam Ave.
Ethan Wy.	Sutterville Rd.
Evergreen St.	T St., between 34th St. & 39th St.
Exposition Blvd.	Truxel Rd.
Fair Oaks Blvd.	University Ave., between Campus Commons Dr. & Fair Oaks Blvd.
Florin Perkins Rd.	Valley Hi Dr., between Franklin Blvd. & Mack Rd.
Florin Rd.	W St., between 3rd St. & 29th St.
Folsom Blvd.	West El Camino Ave.
Franklin Blvd.	Windbridge Dr.
Freeport Blvd.	Winding Wy.
Fruitridge Rd.	X St., between 3rd St. & Alhambra Blvd.
Greenhaven Dr.	

The above definition of "Primary Streets" may be modified at any time as the City Traffic Engineer deems necessary, upon written notice to Contractor by City.

3. Holiday Season Construction Moratorium.

During the holiday season, work requiring any lane closure will be suspended on Holiday Season Moratorium Streets (defined below), unless otherwise approved in writing by the City Traffic Engineer. All requests for consideration by the City Traffic Engineer shall be submitted through the Inspector. As used herein, "holiday season" means the period of time beginning Thanksgiving Day and ending on the first regular working day following New Year's Day.

- a. No new work that would interfere with traffic during the holiday season shall begin on any Holiday Season Moratorium Streets after November 1.
- b. The Contractor may submit a written request for exemption from the foregoing prohibition to the Inspector, explaining why the Contractor should be allowed to work within any Holiday Season Moratorium Streets during the holiday season. The request shall specify the time, date and description of the work to be performed in the Holiday Season Moratorium Streets and the extent of the Contractor's proposed lane and/or

sidewalk closure. The Inspector will forward the request to the City Traffic Engineer who will have sole discretion to approve or deny the request, in whole or in part.

c. "Holiday Season Moratorium Streets" are defined as follows:

12th Ave., between Martin Luther King, Jr. Blvd and Sutterville Rd.

21st St., between 4th Ave. and G St.

24th St., between Knight Wy. and Meadowview Rd. and W St. and

2nd Ave.

55th St., south of Fruitridge Rd.

Alta Arden Expressway

Arden Wy.

Broadway

Challenge Wy.

Del Paso Blvd., south of Marysville Blvd.

El Camino Ave.

Ethan Wy.

Evergreen St.

Exposition Blvd.

Fair Oaks Blvd.

Florin Blvd.

Folsom Blvd.

Franklin Blvd.

Freeport Blvd., within one block of all its side streets, between Broadway and Blair Ave.

Fruitridge Rd., between Rickey Dr. and 59th St.

Greenhaven Dr., between Havenhurst Dr. and Windbridge Dr.

H St.

Heritage Ln.

Howe Ave.

J St.

La Mancha Wy.

Mack Rd.

Marconi Ave.

Marysville Blvd., between Del Paso Boulevard and Bell Ave.

Meadowgate Wy., between Munson Wy. and Franklin Blvd.

Meadowview Rd.

Munson Wy.

Natomas Blvd.

Northgate Blvd.

Point West Wy.

Power Inn Rd.

Response Rd.

Royal Oaks Dr.

San Juan Rd.

Stockton Blvd., and within one block of all its side streets from Perry Ave. to the south city limits

Truxel Rd.

Valley Hi Dr. north of Wyndham Wy.

West El Camino Ave.

The above definition of "Holiday Season Moratorium Streets" may be modified at any time upon written notice to Contractor, as the City Traffic Engineer deems necessary.

- d. In addition to the above-listed streets, no work shall be performed during the holiday season on any street in the area bounded by the American River on the north, the Sacramento River on the west, one block south of Broadway on the south, and 34th Street on the east, without obtaining permission in writing from the City Traffic Engineer. All requests for consideration by the City Traffic Engineer shall be submitted thru the Inspector.

4. Temporary Street Parking Lane Closure.

The Contractor shall provide barricades with signage noting parking restrictions and days and times of scheduled tree care operations at least 72 hours in advance of work. All barricades and signage must be approved by the Inspector. Parking closure signs shall not be attached to trees. Parking closure signs shall not indicate TOW AWAY zones.

J. Parking and Traffic Violations.

Parking and traffic citations as a result of violations shall be solely the responsibility of the Contractor.

II. TECHNICAL SPECIFICATIONS.

The Contractor shall provide the following services, as requested by Urban Forestry:

- Demand Pruning
- Programmed Pruning
- Palm Pruning
- Tree Removal
- Stump Grinding
- Crane Services
- Unscheduled Work or Storm/Emergency Work Crew Services

Tree care operations shall be in accordance with current standards as established by the American National Standard Institute (ANSI). Specifically, current ANSI A300 (Tree, Shrub and Other Woody Plant Maintenance-Standard Practices), ANSI Z133 (Safety Requirements for Arboricultural Operations) and accompanying International Society of Arboriculture "Best Management Practices" publications shall be adhered to.

With the exception of work requested on a time and materials basis, all pruning orders shall be based on complete pruning of the entire tree.

A. Tree Pruning.

Work orders for programmed pruning are based on street block areas within the City of Sacramento boundaries. Generally, programmed pruning areas are planned as contiguous areas. Work orders for demand-based pruning are based on service requests with specific objectives in various locations within the City of Sacramento boundaries and may or may not be at contiguous locations.

Notwithstanding the referenced ANSI standards, trees and palms shall be pruned as follows:

1. Mature Trees.

Unless otherwise directed by the Inspector, the Contractor shall use a combination of removal and reduction cuts in the application of the natural pruning system to conserve

the characteristic growth patterns of each tree and achieve the following objectives for mature trees:

- a. Remove dead branches that are greater than 1 inch at the point of attachment.
- b. Remove diseased, decayed, broken, weakly attached, and/or crossing branches.
- c. Remove mistletoe and/or vines growing on the tree.
- d. Improve or maintain tree health, form, and structural integrity, to maximize safety and optimize the aesthetic and environmental benefits of each tree.
- e. Provide at least 14 feet of vertical clearance over roadways. Provide at least 8 feet of vertical clearance over sidewalks and pedestrian pathways. Provide 5 feet of vertical clearance over buildings and other structures and 5 feet of horizontal clearance from items such as, but not limited to, chimneys, antennas, alarm boxes, and utility service connections. Reasonable care should be taken to ensure that all clearances can be sustained for approximately 3 years without additional pruning or maintenance.
- f. Prune to provide a clear line of sight between motorists and streetlights, traffic signs and signals, and street signs.

The contractor shall not remove more of the tree crown than is necessary to achieve the above objectives.. Under no circumstances shall more than 25 percent of the crown be removed on a mature tree without approval from the Inspector

Tree climbing spurs shall not be used except where trees are to be removed, where trees cannot otherwise be safely accessed, or when performing an emergency rescue.

All tree care activities shall be performed using methods that minimize the impacts to nesting wildlife.

When reducing the length of a permanent limb, the resulting terminal branch should be at least 1/3 the diameter of the parent limb.

The Contractor shall notify the Inspector if any substantial defects are found in a tree while pruning.

2. Young Trees.

Unless otherwise directed by the Inspector, the Contractor shall use a combination of removal and reduction cuts in the application of the natural pruning system to conserve the characteristic growth patterns of each tree and achieve the following objectives for young trees with a trunk diameter of approximately 8 inches or less.

- a. Remove dead branches.
- b. Remove diseased, decayed, broken, weakly attached and/or crossing branches.
- c. Develop strong central leader and radially and vertically symmetric distribution of branches as appropriate for the species.

- d. Encourage trunk taper by retaining and subordinating temporary branches that are less than 1 inch in diameter.
- e. Select and develop permanent branches.
- f. Minimize conflicts with pedestrians, vehicles, and sightlines at street intersections.

The contractor shall not remove more of the tree crown than is necessary to achieve the above objectives. Under no circumstances shall more than 50 percent of the crown of be removed on a young tree without approval from the Inspector

Tree climbing spurs shall not be used except where trees are to be removed, where trees cannot otherwise be safely accessed, or when performing an emergency rescue.

All tree care activities shall be performed using methods that minimize the impacts to nesting wildlife.

When reducing the length of a permanent limb, the resulting terminal branch should be at least 1/3 the diameter of the parent limb.

The Contractor shall notify the Inspector if any substantial defects are found in a tree while pruning.

3. Palms.

Unless otherwise directed by the Inspector, the Contractor shall use removal cuts in the application of the natural pruning system to conserve the characteristic growth patterns of each tree and achieve the following objectives for Palms.

- a. Remove dead and dying fronds.
- b. Prune palm crown to no narrower than a 9 and 3 o'clock position.
- c. Remove loose frond sheaths along the entire length of the trunk.
- d. Remove fruit and flowers.

A chainsaw may only be used on dead fronds. Use of a handsaw is required on green fronds and fruit/flowers.

Tree climbing spurs shall not be used except where trees are to be removed, where trees cannot otherwise be safely accessed, or when performing an emergency rescue.

All tree care activities shall be performed using methods that minimize the impacts to nesting wildlife.

The Contractor shall notify the Inspector if any substantial defects are found in a tree while pruning.

B. Tree Removal.

Notwithstanding the referenced ANSI Standards, trees, palms and other woody plants shall be removed as follows:

1. Remove all tree parts in a safe and efficient manner. Where necessary, tree parts shall be lowered by rope, crane, or other suitable means to avoid damage to surrounding property, including adjacent trees.
2. Ropes or other rigging shall not be placed so as to cause damage to adjacent property or trees.
3. Trees shall be removed to within 6 inches of grade, measured from the soil line where the trunk meets the ground.

C. Stump Removal.

1. Stumps shall be ground until completely removed. The Contractor shall also grind out all surface roots 2 inches or greater within a 6-foot radius of the stump. Stump grindings shall be removed completely.
2. The Contractor shall, backfill the hole with a topsoil blend approved by the City.
3. The Contractor shall compact soil to allow for settling.
4. The Contractor is responsible for notifying Underground Service Alert prior to grinding stumps or digging anywhere within the public right-of-way or city property.
5. The Contractor shall respond to all non-urgent stump grinding work orders within 5 working days. Stump grinding work orders related to sidewalk repairs shall be completed within 3 working days.
6. Where stump grinding is being performed to accommodate a new replacement sidewalk, all surface roots within the footprint of the sidewalk shall be ground to a depth of 6 inches.

D. Debris Removal.

The scope of work shall include removal and disposal of brush and debris generated by said work. Waste material shall be disposed of at the contractor's expense at a location designated and/or approved by the City. Waste material shall not be given away or sold as firewood. Waste material (excepting trees affected by Dutch Elm Disease) shall not be landfilled. Recycling of wood and wood chips through sustainable uses is strongly encouraged.

Contractor shall provide wood or trunk samples if requested by the Inspector. Debris resulting from contractor's operations shall not be left on any work sites overnight. Upon completion of a work, the site shall be left in a clean and orderly condition.

E. Tool Sanitation and Disease Transmittal

Contractor's tools that have potential to transmit pests or diseases to other trees shall be disinfected prior to initiating work within the City, after work on any potentially diseased trees, and prior to reinitiating work after any work outside of City-contracted services.

All lead workers that supervise tree care operations under the terms and conditions of this contract shall attend a Dutch Elm Disease awareness and training class, provided by, or approved by the Inspector, prior to any work on species susceptible to the disease. Disposal sites and methods for Dutch Elm Disease-infected tree parts shall be approved by the Inspector.

Due to disease concerns regarding Canary Island Date Palms (*Phoenix canariensis*) and California fan palms (*Washington filifera*), live fronds, flowers and fruit parts must be pruned with handsaws.

Chain saws and hand saws shall be thoroughly disinfected before and after use on any species of palm or elm using a disinfectant approved by the Inspector. Chain saws shall have the clutch cover removed and the chain, bar, and clutch area shall be cleaned and disinfected. Handsaws are to be completely disinfected after each use. Chain saws and hand saws shall be disinfected with each use before pruning the next tree.

F. Emergency and after-hours work

Contractor shall provide a personnel and equipment capable of responding to emergencies and on-demand assignments during non-business hours upon request.

Personnel shall consist of no less than a 3 person crew and the equipment shall be no less than an aerial lift truck, a chipper, a truck to contain and haul woodchips and associated tree debris, and appropriate tools and safety equipment to address common scenarios involving the pruning and removal of trees and tree branches. It is preferred to have crew members that respond to emergencies reside within the City limits or within 25 air miles of the city center. Contractor shall provide all necessary traffic control during emergency work at no additional charge.

Contractor shall designate a representative that is capable of receiving and responding to requests for emergency and work outside of normal business hours 24 hours a day. Contractor shall provide the contact information of the representative or representatives upon award of the contract and shall ensure that the emergency contact information is current and updated within 2 business days of any changes.

Contractor shall respond with appropriate personnel and equipment to the requested worksite within 90 minutes of the request. Failure to meet this requirement will result in a \$1000 penalty for each occurrence and more than three (3) failures within a calendar year may be considered grounds for termination of the contract.

Work performed under the emergency and after-hours provision of this contract shall be paid based on an hourly rate from portal to portal for the standard minimum crew and equipment. The rate shall be inclusive of the disposal fees, traffic control, and standard materials and equipment.

The city may request that crews and their associated equipment stand by and be ready to respond to anticipated emergency situations. The contractor shall be paid for one hour at the emergency crew rate specified in the contract per twenty-four (24) hour period that the crew is standing by in addition to and separate from any emergency rates that would apply for any work actually performed after hours or during an emergency.

The City will provide as much advanced notice of anticipated emergency or after hours work as feasible, and may prepare a schedule of stand by assignments as needed.

The duration of a stand by assignment shall be no less than 7 days which starts at the commencement of normal business hours (3:30pm) on Friday and extends to the beginning of normal business hours (7:00am) on the Thursday of the following week.

Attachment 1 to Payment Exhibit B

Attachment 3

PRICING SCHEDULE

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

1. HOURLY RATES FOR BASIC SERVICES											
TASK	FIRST YEAR OF CONTRACT				SECOND YEAR OF CONTRACT						
	HOURLY RATE	X	HOURS	= EXTENDED PRICE	HOURLY RATE	X	HOURS	= EXTENDED PRICE			
3-PERSON CREW AND BUCKET, DURING REGULAR WORK HOURS (SEE NOTE 1, BELOW)	\$315.00	X	100	= \$31,500.00	\$315.00	X	100	= \$31,500.00			
3-PERSON CREW AND BUCKET, DURING EMERGENCIES AND AFTER REGULAR WORK HOURS	\$450.00	X	100	= \$45,000.00	\$450.00	X	100	= \$45,000.00			
CRANE SERVICES DURING EMERGENCIES AND AFTER REGULAR WORK HOURS	\$195.00	X	100	= \$19,500.00	\$195.00	X	100	= \$19,500.00			
FIRST YEAR EXTENDED TOTAL				\$96,000.00	SECOND YEAR TOTAL				\$96,000.00		
TWO-YEAR TOTAL FOR BASIC SERVICES											\$192,000.00
<i>(Sum of First Year + Second Year Subtotals)</i>											
2. UNIT PRICES FOR DEMAND PRUNING											
SIZE CLASS	FIRST YEAR OF CONTRACT				SECOND YEAR OF CONTRACT						
	UNIT PRICE	X	QTY	= EXTENDED PRICE	UNIT PRICE	X	QTY	= EXTENDED PRICE			
Up to 6 d.b.h.	\$140.00	X	20	= \$2,800.00	\$140.00	X	20	= \$2,800.00			
7 – 12 d.b.h.	\$275.00	X	20	= \$5,500.00	\$275.00	X	20	= \$5,500.00			
13 – 24 d.b.h.	\$475.00	X	20	= \$9,500.00	\$475.00	X	20	= \$9,500.00			
25 – 36 d.b.h.	\$550.00	X	100	= \$55,000.00	\$550.00	X	100	= \$55,000.00			
37 – 48 d.b.h.	\$950.00	X	50	= \$47,500.00	\$950.00	X	50	= \$47,500.00			
49+ d.b.h.	\$1,300.00	X	50	= \$65,000.00	\$1,300.00	X	50	= \$65,000.00			
FIRST YEAR SUBTOTAL				\$185,300.00	SECOND YEAR SUBTOTAL				\$185,300.00		
TWO-YEAR TOTAL FOR DEMAND PRUNING											\$370,600.00
<i>(Sum of First Year + Second Year Subtotals)</i>											

3. UNIT PRICES FOR PROGRAM PRUNING

SIZE CLASS	FIRST YEAR OF CONTRACT			SECOND YEAR OF CONTRACT		
	UNIT PRICE	X QTY	= EXTENDED PRICE	UNIT PRICE	X QTY	= EXTENDED PRICE
Up to 6 d.b.h.	\$100.00	X 800	= \$80,000.00	\$100.00	X 800	= \$80,000.00
7 – 12 d.b.h.	\$150.00	X 1100	= \$165,000.00	\$150.00	X 1100	= \$165,000.00
13 – 24 d.b.h.	\$200.00	X 1500	= \$300,000.00	\$200.00	X 1500	= \$300,000.00
25 – 36 d.b.h.	\$250.00	X 1200	= \$300,000.00	\$250.00	X 1200	= \$300,000.00
37 – 48 d.b.h.	\$325.00	X 500	= \$162,500.00	\$325.00	X 500	= \$162,500.00
49+ d.b.h.	\$325.00	X 400	= \$130,000.00	\$325.00	X 400	= \$130,000.00
	FIRST YEAR SUBTOTAL			SECOND YEAR SUBTOTAL		
	\$1,137,500.00			\$1,137,500.00		

TWO-YEAR TOTAL FOR PROGRAM PRUNING
(Sum of First Year + Second Year Subtotals) **\$2,275,000.00**

4. UNIT PRICES FOR PALM PRUNING

SIZE CLASS	FIRST YEAR OF CONTRACT			SECOND YEAR OF CONTRACT		
	UNIT PRICE	X QTY	= EXTENDED PRICE	UNIT PRICE	X QTY	= EXTENDED PRICE
DATE PALM SPECIES	\$490.00	X 150	= \$73,500.00	\$490.00	X 150	= \$73,500.00
WASHINGTONIA PALM SPECIES	\$150.00	X 150	= \$22,500.00	\$150.00	X 150	= \$22,500.00
	FIRST YEAR SUBTOTAL			SECOND YEAR SUBTOTAL		
	\$96,000.00			\$96,000.00		

TWO-YEAR TOTAL FOR PALM PRUNING
(Sum of First Year + Second Year Subtotals) **\$192,000.00**

5. UNIT PRICES FOR TREE REMOVAL (TO 6 INCHES ABOVE SOIL LINE)

SIZE CLASS	FIRST YEAR OF CONTRACT				SECOND YEAR OF CONTRACT					
	UNIT PRICE	X	QTY	=	EXTENDED PRICE	UNIT PRICE	X	QTY	=	EXTENDED PRICE
	Up to 6 d.b.h.	\$150.00	X	50	=	\$7,500.00	\$150.00	X	50	=
7 – 12 d.b.h.	\$300.00	X	100	=	\$30,000.00	\$300.00	X	100	=	\$30,000.00
13 – 24 d.b.h.	\$725.00	X	200	=	\$145,000.00	\$725.00	X	200	=	\$145,000.00
25 – 36 d.b.h.	\$1,650.00	X	100	=	\$165,000.00	\$1,650.00	X	100	=	\$165,000.00
37 – 48 d.b.h.	\$2,650.00	X	100	=	\$265,000.00	\$2,650.00	X	100	=	\$265,000.00
49+ d.b.h.	\$4,000.00	X	50	=	\$200,000.00	\$4,000.00	X	50	=	\$200,000.00
FIRST YEAR SUBTOTAL					\$812,500.00	SECOND YEAR SUBTOTAL				\$812,500.00
TWO-YEAR TOTAL FOR TREE REMOVAL										\$1,625,000.00
<i>(Sum of First Year + Second Year Subtotals)</i>										

6. UNIT PRICES FOR STUMP GRINDING

SIZE CLASS	FIRST YEAR OF CONTRACT				SECOND YEAR OF CONTRACT					
	UNIT PRICE	X	QTY	=	EXTENDED PRICE	UNIT PRICE	X	QTY	=	EXTENDED PRICE
	Up to 6 d.b.h.	\$250.00	X	50	=	\$12,500.00	\$250.00	X	50	=
7 – 12 d.b.h.	\$400.00	X	100	=	\$40,000.00	\$400.00	X	100	=	\$40,000.00
13 – 24 d.b.h.	\$750.00	X	200	=	\$150,000.00	\$750.00	X	200	=	\$150,000.00
25 – 36 d.b.h.	\$950.00	X	100	=	\$95,000.00	\$950.00	X	100	=	\$95,000.00
37 – 48 d.b.h.	\$1,200.00	X	100	=	\$120,000.00	\$1,200.00	X	100	=	\$120,000.00
49+ d.b.h.	\$1,400.00	X	50	=	\$70,000.00	\$1,400.00	X	50	=	\$70,000.00
FIRST YEAR SUBTOTAL					\$487,500.00	SECOND YEAR SUBTOTAL				\$487,500.00
TWO-YEAR TOTAL FOR STUMP GRINDING										\$975,000.00
<i>(Sum of First Year + Second Year Subtotals)</i>										

PRICING SCHEDULE TOTALS	
TWO-YEAR TOTAL FOR <u>BASIC SERVICES</u> <i>(from Section 1, above)</i>	\$192,000.00
TWO -YEAR TOTAL FOR <u>DEMAND PRUNING</u> <i>(from Section 2, above)</i>	\$370,600.00
TWO -YEAR TOTAL FOR <u>PROGRAM PRUNING</u> <i>(from Section 3, above)</i>	\$2,275,000.00
TWO -YEAR TOTAL FOR <u>PALM PRUNING</u> <i>(from Section 4, above)</i>	\$192,000.00
TWO -YEAR TOTAL FOR <u>TREE REMOVAL</u> <i>(from Section 5, above)</i>	\$1,625,000.00
TWO -YEAR TOTAL FOR <u>STUMP GRINDING</u> <i>(from Section 6, above)</i>	\$975,000.00
<u>PROPOSAL TOTAL</u> <i>(sum of Two-Year Totals for Section 1, 2, 3, 4, 5, and 6, above)</i>	\$5,629,600.00

PRICING SCHEDULE NOTES:

1. The estimated quantities are for bid evaluation purposes only, actual work assigned will be based upon availability of funds and actual needs as they occur throughout the contract period. Unscheduled work (storm or other emergency work) shall be billed portal to portal, not to exceed 1.5 hours, round trip. Rates should be based on a typical three-person crew, including a qualified lead worker. Equipment needs should include a truck equipped with a chip box and an aerial lift with a minimum working height of 55 feet, a brush chipper, and all associated tools and equipment to complete a typical tree pruning or removal assignment per the General Requirements that follow in this document.
2. The hourly labor rates quoted must be all inclusive. Quotes will be based on an hourly rate, based upon the time the Contractor begins work on site. Cost for travel time should be incorporated into the hourly rate that is quoted (except as noted in 1., above). No surcharges, fees, or other additional costs will be allowed.
3. The prices quoted to the City shall be as low as, or lower than those charged the Contractor's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.
4. In determining the amount quoted by each contractor, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the face of the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

5. When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Project Manager's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be

inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the Project Manager's estimate of the estimated quantities of work to be performed as items of work. If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be disregarded.

6. If mutually agreeable to both parties, the use of any result contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: 

Title: President

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: 
Generated on Jun 26, 2023 11:09 PDT

Title: Supervising Deputy City Attorney

Reviewed By:

Signature: 

Title: Program Specialist

Approved By:

Signature: 

Title: Assistant City Manager

Additional Signature (if required):

Title: