

**CITY OF SACRAMENTO**

**LANDSCAPE MAINTENANCE SERVICES  
GENERAL SPECIFICATIONS AND PROVISIONS  
LS08-1**

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**EXHIBIT "A"**  
**SERVICES TO BE PROVIDED**

**SERVICES:**

Services may include, but will not be limited to the following: mowing and edging; approved watering landscape plants; fertilizer application; weed, pest and disease control; approved methods and techniques used for pruning shrubs and trees; chemical controls, turf aerification; trash and debris control; ground cover care; irrigation systems maintenance; tree staking; immediate reporting of vandalism and/or safety hazards to Inspector; and related Integrated Pest Management (IPM) methods and practices (see Exhibit B). It will be the Contractor's responsibility, without further direction from the City, to meet all contract requirements in this agreement. Specific site requirements, time periods and schedules will be specified for each job required by the City.

1. **GENERAL WORK REQUIREMENTS**

1.01 Work to be performed comprises general horticultural maintenance, related IPM services, the operation of manual and automatic irrigation, cleanup of landscape areas as designated in the attached list of locations and, when necessary, repairs of irrigation systems and replacement of plant materials. Requirements vary by location depending upon the landscaping present.

1.02 The work to be performed shall be by a Landscape Maintenance Contractor, licensed by the State of California with a C27 license, insured and bonded to do business in the City of Sacramento. Contractor shall have at least two (2) years actual experience in providing landscape maintenance services for commercial and/or governmental entities.

1.03 It is the Contractor's responsibility, without further direction from the Inspector (except as specified herein), to assure all work is being done per specifications. Contractor shall inspect every site once per week at a minimum, regardless of minimum requirements stated on the Maintenance Performance Schedule (see Attachment A1).

1.04 The Contractor will be required to have a twenty four (24) hour emergency phone number where he/she can be reached with no more than a fifteen (15) minute delay in call back time. Once notified, contractor shall respond to an emergency within thirty (30) minutes. Contractor is further required to have an active email address, to receive any correspondence from the Inspector.

1.05 Contractor shall have fully trained and competent employees, who can use power equipment safely, prune trees and shrubs and install plants. The installation of plant materials will be in accordance with the techniques as defined in the current edition of the "Sunset Western Garden Book". Any plant material installed by contractor shall have a 45-day warranty period.

1.06 The Contractor must have a full time employee who can competently work on irrigation systems, including the testing, rebuilding and/or replacement of valves, controllers and main irrigation line breaks.

1.07 The Contractor shall have a full time staff employee who has an Agricultural Pest Control License or Maintenance Gardener Certificate and who is registered at all times with the Sacramento County Agriculture Commissioner. Contractor will check each Bid to verify if the Pest Control License is specified over the Certificate, or if either the license or certificate is acceptable.

Streetscape's Integrated Pest management policy, IPM, goal is to continue to implement and administer a comprehensive street landscaping maintenance program that assures the quality, beauty, and overall appearance of its responsible maintenance areas while utilizing best horticultural and biological practices, and least-toxic methods to facilitate a healthy landscape environment.

1.08 The Inspector will make regular inspections of contract sites. Contractor shall meet as required with the Inspector (see Attachment A1) to review a Landscape Maintenance Inspection Report (see Attachment A2) and visit any sites deemed necessary for review with Inspector.

1.09 Contractor shall be aware of and shall comply with all City ordinances governing landscape maintenance work as applicable to individual locations being maintained.

1.10 The Contractor shall be responsible for maintaining local property access and access to existing public cross-streets within the limits of this contract.

#### WORK AFFECTING THE PUBLIC RIGHT OF WAY

1.11 The Contractor shall be responsible for the safety of traffic, and within the project limits and on the approaches to the project. Contractor shall comply with Chapter 12.20 of the Sacramento City Code CLOSURE OF PRIMARY STREETS FOR CONSTRUCTION relating to construction and other work on City streets, hereinafter called the Administrator Penalties Ordinance. (See Exhibit G). Use of advance warning signs is mandatory during all maintenance activities. No activity shall be performed in the vicinity or within the Right of Way between the hours of 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 6:00 p.m. Monday—Friday, unless approved in writing by the City Traffic Engineer or it's designee, on the primary streets listed below.

1.12 The Contractor shall provide 24-hour advance notification to the occupants of property to which the existing access will be closed for a period of time exceeding 2 hours. Notification may be verbal to the occupant of the property or by written notice placed on or near the building entrance or the property access point to be closed.

1.13 Should lane closures be necessary during the term of this agreement and within the

normal required maintenance activities, Contractor will obtain the necessary permits and equipment at no additional charge to the City. Lane closure shall not be allowed without the proper use of advance warning devices, signs and flag person(s) in conformance to these provisions. At the completion of each working day, all existing lanes of traffic shall be open to traffic. Provisions must be made for the uninterrupted passage of emergency vehicles through the work site at all times, regardless of the controlled traffic conditions existing at that time.

1.14 The Contractor shall do all traffic lane closure work and advance warning sign placement according to the guidelines set forth in the California Manual on Uniform Traffic Control Devices, (MUTCD), as specified herein and at no additional cost to the City.

1.15 Contact Erick Talavera, Program Specialist at 916-804-4790 for the following information:

- a. Traffic control plans
- b. Holiday Season Moratorium Waivers
- c. Copies of City Ordinance 2004-004 (Administrative Penalty)

## **2. WORK AFFECTING THE PUBLIC RIGHT OF WAY**

Contractor shall be responsible for obtaining City approval of and complying with a traffic control plan, providing for the maintenance of construction areas affected by the Work, protecting existing facilities in the Work area, repairing any existing facilities damaged by Contractor's operations, and notifying the public prior to performing the Work in accordance with the provisions of Chapter 12.20 of the Sacramento City Code.

### **2.01 PUBLIC CONVENIENCE AND SAFETY**

Contractor acknowledges and agrees that public safety is of utmost importance, and Contractor agrees that during the progress of the Work, Contractor shall constantly protect and preserve the safety of the public. Contractor shall not unnecessarily cause inconvenience to the public during the progress of the Work and shall minimize the inconvenience caused by 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.

### **2.02 TRAFFIC CONTROL REQUIREMENTS**

- a. Contractor shall be solely responsible for furnishing, installing and maintaining all 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 shall be continuous for the duration of the project, and shall not be limited to working hours.

The use of flagmen, barricades and construction signing shall comply with the current edition of the California "Manual on Uniform Traffic Control Devices."

- b. Contractor shall submit a traffic control plan showing proposed traffic control measures and detours for vehicles and pedestrians a minimum of ten (10) working days prior to the start of any Work within or affecting the street right of way. The traffic control plan shall include the following information pursuant to City Code Chapter 12.20:
  - c. The name and business address of the applicant.
    - A diagram showing:
      - The location of the proposed work area;
      - The location of areas where the public right-of-way will be closed or obstructed; and
      - The placement of traffic control devices necessary to perform the work.
  - d. The proposed phases of traffic control in a narrative format including a description and dates for the beginning and ending of each phase.
  - e. The time periods when the traffic control will be in effect.

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

2.04 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 Transportation pursuant to federal and state disability access laws and regulations. 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 Engineer. Access for emergency vehicles shall be clear at all times.

2.05 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, 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.

2.06 On working days, between 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 6:00 p.m., Contractor shall maintain the number of lanes normally available on all Primary Streets unless otherwise approved in writing by the City Traffic Engineer. In addition to the foregoing, on working days, Contractor shall maintain the number of lanes normally available on J Street between Interstate 5 and 16<sup>th</sup> Street between the hours of 7:00 a.m. and 6:00 p.m. unless otherwise approved in writing by the City Traffic Engineer.

**2.07 "Primary Streets" are defined as any one of the following streets and its adjacent public sidewalk:**

3 <sup>rd</sup> St. between I St. & Broadway	G St. between 3 <sup>rd</sup> St. & Alhambra Blvd.
5 <sup>th</sup> St. between H St. & Broadway	Garden Highway
6 <sup>th</sup> St. between H St. & Q St.	Greenhaven Dr
7 <sup>th</sup> St. between G St. & T St.	H St.
8 <sup>th</sup> St. between G St. & Broadway	Heritage Lane
9 <sup>th</sup> St. between G St. & Broadway	Hornet Dr.
10 <sup>th</sup> St. between G St. & Broadway	Howe Ave.
11 <sup>th</sup> St. between G St. & Q St.	I St. between 3 <sup>rd</sup> St. & 29 <sup>th</sup> St.
12 <sup>th</sup> Ave. btw. Martin Luther King Blvd. & Sutterville Rd.	J St.
12 <sup>th</sup> St. between N 12 <sup>th</sup> St. & W St.	Jackson Rd.
13 <sup>th</sup> St. between H St. & L St.	Jibboom St.
14 <sup>th</sup> St. between G St. & L St.	K St. between 15 <sup>th</sup> St. & Alhambra Blvd.
15 <sup>th</sup> St. between F St. & Broadway	L St. between 3 <sup>rd</sup> St. & Alhambra Blvd.
16 <sup>th</sup> St. between N 16 <sup>th</sup> St. & Broadway	La Mancha Way
19 <sup>th</sup> St. between G St. & Broadway	La Riviera Dr.
21 <sup>st</sup> St. between 4 <sup>th</sup> Ave. & G St.	Land Park Dr.
24 <sup>th</sup> St. (Knight Way & Meadowview Rd., W St. & 2 <sup>nd</sup> Ave)	Mack Rd.
29 <sup>th</sup> St. between D St. & W St.	Main Ave. west of Kelton Way
30 <sup>th</sup> St. between E St. & T St.	Marconi Ave.
34 <sup>th</sup> St. between Folsom Blvd. & Broadway	Martin Luther King, Jr. Blvd.
43 <sup>rd</sup> Ave. west of South Land Park Dr.	Marysville Blvd. btwn Del Paso Blvd. &
47 <sup>th</sup> Ave., city portions between 24 <sup>th</sup> St. & Stockton Blvd.	Meadowview Road
55 <sup>th</sup> St.	Munroe St
65 <sup>th</sup> St. between Folsom Blvd. & Broadway	N St. between 2 <sup>nd</sup> St. & Alhambra Blvd.
65 <sup>th</sup> St. Expressway between Elvas Ave. & SO. City limit	North 12 <sup>th</sup> St.
Alhambra Blvd. between E St. & Broadway	North 16 <sup>th</sup> St.
Alta Arden Expressway	North B St. between North St. & 16 <sup>th</sup> St.
Alta Valley Way	Northgate Blvd
American River Dr. between Howe Ave. & Munroe St.	Norwood Ave.
Arcade Blvd. between Marysville Blvd. & Marconi Ave.	P St. btwn 2 <sup>nd</sup> St. & Stockton Blvd.
Arden Way	Pocket Road
Azevedo Dr.	Point West Way
Broadway	Power Inn Rd.
Bruceville Rd.	Q St. between 2 <sup>nd</sup> St. & Alhambra Blvd.
Capitol Ave. between 15 <sup>th</sup> St. & Folsom Blvd.	Raley Blvd.
Carlson Dr.	Response Road
Center Parkway	Richards Blvd
Challenge Way	Rio Linda Blvd.
College Town Dr.	Riverside Blvd.
Connie Dr. between Roseville Rd. & Marconi Ave.	Roseville Rd.
Cosumnes River Blvd.	Royal Oaks Dr.
Del Paso Blvd. south of Marysville Blvd.	San Juan Road
E St. between 27 <sup>th</sup> St. & Alhambra Blvd.	Seamas Ave. east of Riverside Blvd.
El Camino Ave.	South Land Park Dr.
Elder Creek Road	South Watt Ave.
Elsie Ave.	Sproule Ave.

Elvas Ave. between 56<sup>th</sup> St. & 65<sup>th</sup> St.  
 Ethan Way  
 Evergreen St.  
 Exposition Blvd.  
 Fair Oaks Blvd.  
 Florin Perkins Road

Florin Rd.  
 Folsom Blvd.  
 Franklin Blvd.  
 Freeport Blvd.  
 Fruitridge Rd.

Stockton Blvd.  
 Sunbeam Ave.  
 Sutterville Rd.  
 T St. between 34<sup>th</sup> St. & 39<sup>th</sup> St.  
 Truxel Road  
 University btwn Campus Commons &  
 Fair Oaks  
 Valley Hi Dr. between Franklin Blvd. & Mack Rd  
 W St. between 3<sup>rd</sup> St. & 29<sup>th</sup> St.  
 West El Camino Ave.  
 Windbridge Dr.  
 Winding Way  
 X St. between 3<sup>rd</sup> St. & Alhambra Blvd.

City may modify the above definition of “Primary Streets” at any time upon written notice to Contractor, as the City Traffic Engineer deems necessary.

**2.08 HOLIDAY SEASON CONSTRUCTION MORATORIUM**

- a. During the holiday season, construction will be suspended on Holiday Season Moratorium Streets (defined below) unless otherwise approved in writing by the City Traffic Engineer. As used herein, the term “holiday season” means the period of time beginning Thanksgiving Day and ending on the first regular working day following New Years Day.
- b. No new work that would interfere with traffic during the holiday season shall begin on any Holiday Season Moratorium Streets after November 1. All existing conditions within any Holiday Season Moratorium Streets shall be restored to their original or better condition prior to the start of the holiday season, and all unauthorized steel plates, barricades, and barriers shall be removed from all traffic lanes.
- c. Contractor may submit a written request for exemption from the foregoing prohibition to the Engineer, explaining why 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 Contractor’s proposed lane and/or sidewalk closure. The Engineer will decide whether to approve, conditionally approve or deny such request, in whole or in part, in the Engineer’s sole discretion.
- d. Emergency repairs to any Holiday Season Moratorium Streets are permitted during the holiday season, provided that Contractor notifies Engineer at least one (1) hour in advance during working hours. If an emergency arises during non-working hours, Contractor shall notify Engineer before 9:00 a.m. the following workday. Any emergency work performed by Contractor shall otherwise comply with the Contract Document and all applicable Laws or Regulations.

**"Holiday Season Moratorium Streets" are defined as follows:**

12<sup>th</sup> Avenue between Martin Luther King, Jr. Boulevard and Sutterville Road  
21<sup>st</sup> Street, between 4<sup>th</sup> Avenue and G Street  
24<sup>th</sup> Street, between Knight Way and Meadowview Road and W Street and 2<sup>nd</sup> Avenue  
55<sup>th</sup> Street south of Fruitridge Road  
Alta Arden Expressway  
Arden Way  
Broadway  
Challenge Way  
Del Paso Boulevard south of Marysville Blvd.  
El Camino Avenue  
Ethan Way  
Evergreen Street  
Exposition Boulevard  
Fair Oaks Boulevard  
Florin Boulevard  
Folsom Boulevard  
Franklin Boulevard  
Freeport Blvd., within one block of all its side streets between Broadway and Blair Ave.  
Fruitridge Road between Rickey Dr. and 59<sup>th</sup> Street  
Greenhaven Drive between Havenhurst Dr. and Windbridge Dr.  
H Street  
Heritage Lane  
Howe Avenue  
J Street  
La Mancha Way  
Mack Road  
Marconi Avenue  
Marysville Boulevard between Del Paso Boulevard and Bell Avenue  
Meadowgate Way between Munson Way and Franklin Boulevard  
Meadowview Road  
Munson Way  
Natomas Boulevard  
Northgate Boulevard  
Point West Way  
Power Inn Road  
Response Road  
Royal Oaks Drive  
San Juan Road  
Stockton Blvd., and w/in one block of all its side streets from Perry Ave. to the south City limits  
Truxel Road  
Valley Hi Drive north of Wyndham Way  
West El Camino Avenue

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.

- A. 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 34<sup>th</sup> Street on the east, without obtaining permission in writing from the City Traffic Engineer.

3. DESCRIPTION OF WORK

3.01 Area/Maintenance Service Changes - The City reserves the right to add, delete or change areas and/or maintenance services under this contract and may do so upon giving written notification to Contractor. If these changes cause an increase or a reduction in the maintenance costs of this contract, said costs shall be adjusted and, when agreed upon, incorporated into this contract. Contractor shall receive documentation from the Procurement Services Division regarding any amendments.

3.02 The city reserves the right to provide the Contractor with supplies and materials such as irrigation components and plant materials, which the Contractor shall install at the hourly rate bid.

3.03 A general Maintenance Performance Schedule is provided for each location at the time of bid and will be incorporated into this agreement upon contract award (see Attachment A1). Typical areas to be maintained are defined as:

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

Medians: for entire median specified, starting at the gutter expansion joint.

Sound Walls: for entire area from gutter expansion joint to wall or fence line.

Individual maintenance activities shall conform to the following standards:

a. The Contractor shall maintain the landscape area in a clean, healthy and well-groomed condition. All of the Contractor's work shall be performed in a professional manner, using equipment in good condition and quality materials.

b. Contractor shall provide the labor, materials, transportation and equipment necessary in order to provide landscape maintenance services as specified. Contractor shall provide a level of service at whatever frequency is necessary in order to maintain the landscape area in the professional manner expected, even if the frequency of service exceeds the minimum required by the City.

c. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover, athletic/turf areas, trees or shrubs. Any debris or litter which collects as a result of inclement weather or flooding, shall be removed during the next scheduled service day.

d. The Contractor recognizes that, during the course of this Agreement, other activities and operations may be conducted by City work forces and/or other contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Contractor may be required to modify or curtail certain functions of its operations and shall promptly comply with any request therefore by the Inspector. To the extent that any such modifications may alter the specifications in the agreement, the City will evaluate the need to amend the contract.

e. If a scheduled service day falls on a Federal, State or City holiday, Contractor must provide scheduled service within two days before or after the holiday.

f. In case of equipment failure Contractor shall notify the inspector of the failure immediately and reschedule that week's service to be completed within two days of said failure upon approval of Inspector.

g. The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the Inspector for specialty type maintenance as set forth in Section 2.04 or, in the Contractor's Service Schedule as set forth in Section 9.02.

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

- a. Fertilizer application
- b. Turf renovation/reseeding
- c. Micro-nutrients/soil amendments
- d. Use of pesticide/herbicide control chemicals
- e. Aesthetic tree pruning
- f. Pruning of shrubs
- g. Other items as determined by the Inspector

#### 4. SITES TO BE MAINTAINED

4.01 The sites to be maintained under the provisions of this Agreement will be examined by the Contractor prior to submitting a bid. The Contractor will be initially accepting each service area in their present physical condition. In addition, no further demands may be made by the Contractor for additional service fees due to the lack of understanding concerning the specifications and scope of work described herein. If the site is not in a state of satisfactory condition at the time of bid award, the contractor will submit a schedule to bring the site to a satisfactory condition and will thereafter maintain the site to that standard.

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

5. UNSCHEDULED/EXTRA WORK

5.01 The Inspector may authorize the Contractor to perform additional work, including but not limited to, repairs and replacements when the need for such work arises. Should such repairs or replacements be necessary as a result of Contractor's negligence, Contractor will be responsible for completing such repairs or replacing damaged property at no additional cost to the City.

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

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

5.04 Prior to performing any additional work, the Contractor shall give a verbal or written estimate of labor and materials to the Inspector. No work shall commence without a verbal or written estimate. Within 48 hours of verbal or written authorization from Inspector, Contractor shall submit a written estimate. Should a lane closure be required for unscheduled work, cost of permit and equipment shall be detailed in the estimate. No percentage mark-up shall be added to equipment rental fees.

Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Inspector may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor.

5.05 All additional work shall commence on the specified date established and Contractor shall proceed diligently to complete said work within the time allotted. All replacements of plant material or irrigation components shall be the same like and kind as what is missing or needed to be replaced, unless authorized by the Inspector. Contractor is required to submit highlighted copies of receipts for materials purchased. Receipts shall be turned in with contractors invoice for said repair and replacements.

4.06 Inspector shall authorize verbally or in writing, any unscheduled work prior to work being done. Contractor will submit a written quote, detailing materials and labor charges used for extra work. The Inspector will generate a work order, which authorizes the contractor to submit an invoice for work performed.

6. FAILURE TO PERFORM

6.01 Contractor will receive from the Inspector a "Landscape Maintenance Inspection Report" (see Attachment A2.), with a performance rating. Ratings will reflect work performance of Contractor at the site locations under the terms and conditions of this contract. The inspection report may include comments with recommendations for improvements, but it does not take away the contractor's responsibility to maintain each site per contract specifications and to the satisfaction of the City of Sacramento.

6.02 Thirty days from the expiration of the contract, the Inspector may deem it necessary to conduct an exit inspection to assure all sites within the contract are satisfactory and per contract specifications. The contractor will be held financially accountable with deduction in payment or withholding of payment if contract sites are not ready to turn over in a satisfactory condition. This will include, but not limited to the health of plants, proper function of all irrigation systems and weed and litter free.

6.03 If Contractor or his representative fails to perform in accordance with the terms and conditions of this contract, the Inspector will document the problems requiring correction on the "Landscape Maintenance Inspection Report" form, which will serve as written notice to the Contractor regarding said deficiency(ies). The Inspector may email the report which will serve as a notice of the rating and corrections required with the date and time stated on the email. The date and time stamp of the email serves as the official notice time. A **"needs improvement"** rating, will require the Contractor to correct any stated deficiency (ies) within seven (7) calendar days or as otherwise specified by Inspector. An **"unsatisfactory"** rating will require the Contractor to correct any stated deficiency(s) within forty-eight (48) hours or as otherwise specified by Inspector. Upon receiving two consecutive ratings of "unsatisfactory" performance on the inspection report, a formal letter of **"Failure to Comply"** will be issued and two (2) weeks maintenance fees will be deducted from the monthly service fee. A **"Failure to Comply"** rating represents a final notice. The City may at this time terminate the contract, or at the discretion of the Inspector, may require the vendor to correct deficiencies within 24 hours. Under this contract, should a Contractor receive more than two "unsatisfactory" inspection report warnings within a 90-day time span, a letter of "failure to comply" may be issued. If two letters of "failure to comply" are issued within 180 (six (6) months) days, the City may immediately terminate the contract without further notice. The warnings may not necessarily be for related deficiencies. The City may further, at its discretion, contract with another landscape Contractor or complete the work itself in order to affect the necessary repairs. Once the repairs are initiated by another Contractor or by the City, the work in progress will not be terminated. Contractor may be required to pay to the City or have deducted monies due by the City, the amount required to correct the deficiencies. In the event of a termination due to Contractor's lack of performance, the Contractor may be precluded from bidding for up to 5 years from the date of termination. Notwithstanding the above, the City may terminate this contract with a 30-day formal written notice.

6.04 In the event of termination, the City shall be responsible only for payment of those services performed and accepted by the City prior to the date of termination; and Contractor and his surety may at the City's option, be held liable and assessed for any and all costs for the re-procurement of the contract services.

## 7. DAMAGE CAUSED BY CONTRACTOR

7.01 Any damage to either the City or private property, which was caused by the Contractor, shall be repaired or replaced at the Contractor's expense and to the City's satisfaction. Damages may be the result of, but not limited to:

- a. Power equipment damage to trees, shrubs, turf and sprinklers.
- b. Pruning methods not consistent with City specifications.
- c. Over watering or under watering of plant materials.
- d. Failure to make irrigation inspections, adjustments and repairs within schedules specified.
- e. Chemical overspray or leaching or lack of chemical control.

7.02 All repairs or replacements shall be completed in accordance with the following maintenance practices:

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

## 8. EMERGENCIES AND COMPLAINTS RESPONSE

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

8.02 All complaints shall be abated as soon as possible after notification; but in all cases within forty-eight (48) hours or as required by Inspector.

If any complaint is not abated within forty-eight (48) hours, the Inspector shall be notified immediately of the reason for not abating the complaint, followed by a written report within five (5) days. If the complaints are not abated within the time specified and to the satisfaction of the Inspector, the total cost for eliminating the problem or completing necessary repairs may be deducted from the payments owing to the Contractor from the City.

9. SAFETY

9.01 Contractor agrees to accept the sole responsibility for complying at all times with local, County, State or other legal requirements including but not limited to full compliance with the terms of the applicable O.S.H.A. and CAL O.S.H.A. Safety Orders, Chapter 12.20 of the Sacramento City Code CLOSURE OF PRIMARY STREETS FOR CONSTRUCTION and State traffic regulations for lane closures, so as to protect all persons, including employees from foreseeable injury, or damage to property.

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

9.03 Contractor shall check concrete areas, sidewalks, curbs, brick and retaining walls, etc. for cracks, crevices, graffiti and deterioration and shall report any deterioration or graffiti to Inspector immediately.

9.04 It shall be the Contractor's responsibility to supply all safety equipment and to educate their employees in the rules of safety. Safety vests are to be worn at all times while working on City property.

10. HOURS AND DAYS OF MAINTENANCE SERVICES

10.01 Contractor shall perform the required maintenance services between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Contractor may work on Saturdays only with approval of Inspector.

10.02 Any modification in the hours and days of maintenance service as stated in the Contractor's Service Schedule is subject to approval by the Inspector). The Inspector shall be notified of any temporary change to the day's service schedule by no later than 7:30 AM the morning of the scheduled change. Failure to notify Inspector of service day change by 7:30 a.m., may result an unsatisfactory rating for the week. Permanent changes to the Contractor's Service Schedule shall be in writing and turned into the Inspector, one (1) week prior to change taking effect.

## 11. CONTRACTOR'S STAFF

11.01 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. A qualified supervisor in the employ of the Contractor shall supervise all of the Contractor's maintenance personnel.

11.02 Supervision - Contractor shall provide a competent supervisor during all times that work is being performed with the authority to represent and act for the Contractor in any matter pertaining to this contract. Contractor shall furnish the names of all such supervisors to the Inspector prior to the commencement of a contract and further advise of any changes. Contractor's supervisor will be able to communicate verbally, in writing and in English, with the Inspector or City.

11.03 Dismissal of Unsatisfactory Employees - Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the Inspector, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. Contractor shall meet with the Inspector to consider the appropriate course of action with respect to such matters and Contractor shall take reasonable measures under the circumstances to assure the Inspector that the conduct and action of Contractor's employees will not be detrimental to the interest of the City of Sacramento and/or premises.

11.04 Contractor shall, at its own expense, establish an identification system for personnel assigned to the maintenance areas under this agreement which clearly indicates to the public the name of the Contractor responsible for the landscape and grounds maintenance services.

11.05 The Contractor shall require each of its employees to wear uniforms with the Contractor's company name, proper shoes and other gear required by State Safety Regulations. If uniform shirts have buttons, they must be buttoned at all times. **No advertisements or logos other than the Contractor's shall be on employee's uniforms.** Contractor's employees shall be clean in appearance at the start of each workday.

11.06 Contractor vehicles shall be in good condition and shall have the company name and phone number clearly visible to the public **at all times.**

## 12. SIGNS/IMPROVEMENTS

12.01 Contractor shall not post signs or advertising material upon the site premises unless prior approval is obtained from the Inspector.

12.02 Contractor will remove all advertisements and election signs from the work site, including from utility poles and trees, each time site is serviced.

13. UTILITIES

The City shall provide and pay for all utilities with the exception of the telephone. However, water usage shall not exceed amount required to comply with irrigation schedules established by the Contractor and approved by the Inspector. Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor, as scheduled, irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage on similar sites, for the same time period. The excess cost factor, to be deducted from payments to Contractor from City will be presented to the Contractor by the Inspector prior to actual deductions to allow for explanations.

14. INTERFERENCE WITH PUBLIC USE

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

15. STORAGE FACILITIES

City will not provide any storage facilities for Contractor's use at any of the median and/or parkway sites.

16. LEAF BLOWER REQUIREMENT

16.01 OPERATION WITHIN 200 FEET OF ANY RESIDENTIAL PROPERTY

a. Hours of Operation: Use of portable gasoline-powered blowers within 200 feet of any residential property is restricted to the hours of 9:00 A.M. to 6: P.M., Monday through Saturday and 10:00 A.M to 4: P.M, on Sunday.

b. Maximum sound Levels: Blowers cannot exceed 70 dBA when used within 200 feet of any residential property and may require mufflers or other modifications to meet the 70-dBA limits. Blowers purchased after November 15, 1995 cannot exceed 65 dBA's when used within 200 feet of any residential property.

16.02 OPERATION MORE THAN 200 FEET FROM ANY RESIDENTIAL PROPERTY:

a. Hours of Operation: No restrictions

b. Maximum Sound Levels for Existing Equipment: No restrictions

c. Maximum Sound Levels for New Equipment: No restrictions

17. TURF/MOWING OPERATION

17.01 Turf shall have the appearance of being healthy and well during the entire term of the contract.

- a. Irrigate as required to maintain healthy growth and appearance.
- b. Lawns shall be kept reasonably free of weeds by use of selective weed killers. Turf pre-emergent applications shall be applied in February and May to control broadleaf weeds and crabgrass. The Inspector may require use of an additional broadleaf herbicide application if additional weed control is needed. Extreme caution shall be used to avoid damaging any other plants when selective weed killers are used.
- c. Lawn Fertilization: Use three (3) applications of slow release fertilizers that are a complete pellet type, with appropriate amounts of nitrogen, phosphorous, potassium and trace elements during the growing season of April through September. Use cool season fertilizer October through February. The Inspector must approve all such applications. The Landscape Contractor shall provide an annual fertilization schedule to the Inspector. The Contractor shall notify Inspector twenty-four (24) hrs in advance of fertilizer application.
- d. At the time of each application, Contractor shall submit current copies of receipts for purchase of fertilizer.

17.02 Mowing operations shall be performed in a manner that ensures a smooth surface appearance through out the year, without scalping or allowing excessive cuttings to remain. Precautions shall be taken to prevent rutting, damage to trees, shrubs and sprinklers.

17.03 All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.

17.04 Turf shall be maintained at heights of no less than 2 inches and should not be greater than 4" inches year round. During winter months of November 15th through February 15th, the mowing frequency may be less, depending on inclement weather. If the Inspector observes during the winter months an uneven height, which presents a poor appearance, the Contractor shall mow the turf additional times as required to maintain the smooth appearance.

17.05 Before mowing operation begins, all debris including stones and limbs shall be removed.

16.06 Mowing shall be done on the same scheduled service day each week.

17.07 Walkways and gutters, etc. shall be cleaned immediately following each mowing/edging. All grass clippings shall be collected and removed from the site and disposed of at an appropriate landfill on the same day the area is mowed and edged.

17.08 Hard fescue areas shall be maintained weed free as ornamental turf. Weeds shall not be allowed to exceed four (4) inches in height. Contractor shall use a pre-emergent weed control method upon notification to the Inspector. Contractor shall be required to hand pull weeds upon direction of the Inspector. Hard fescue areas will also be mowed two (2) times per year and all clippings will be removed from site and disposed of at a Landfill.

Contractor may use chemical controls for weeds, insects, and fungus with notification to the Inspector. Non-irrigated native grass areas will be mowed three (3) times per year or as specified by the Inspector.

18. MECHANICAL EDGING

All turf edges including, but not limited to, sidewalks, patios, drives, curbs, shrub beds, flowerbeds, ground cover beds shall be edged to a neat and uniform line each time turf is mowed.

19. AERATION

19.01 Aeration of all turf areas shall be done by using a device that removes cores to a depth of two inches (2") at not more than a six-inch (6") spacing and shall be done three (3) days before fertilizer application.

19.02 All cores shall be removed from the turf and disposed of off site or thoroughly pulverized within twenty-four (24) hours after aerating.

19.03 Bids for turf aerification will be solicited by the City at the time such services are required, or may be included as part of the contract service as specified in the Maintenance Performance Schedule(s). (See Attachment A1).

20. VERTICAL MOWING - Operation

20.01 Vertical mowing shall be done to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance using standard renovating or vertical mowing equipment.

20.02 Vertical mowing shall be on an as needed basis for turf health and growth and shall be scheduled once a year or as required by the Inspector. Bids will be solicited by the City at the time such services are required, or may be included as part of the contract service as specified in the Performance Schedule.

20.03 Care shall be taken to avoid unnecessary or excessive injury to the turf grass.

20.04 Dislodged thatch will be swept or raked from the turf areas and immediately removed from the site and disposed of at an appropriate landfill.

20.05 Overseeing shall be done on an as needed basis or as required by the Inspector.

20.06 Renovation-Turf

a. Renovate to the soil line and remove all excessive thatch in turf area.

b. After thatch is removed and upon completion of turf renovation all turf areas shall be overseeded, mulched and watered.

- c. Areas to be over seeded will utilize blends or mixtures of seed at the application rate approved by the Inspector.
- d. Mulch shall be spread evenly over the entire area to a uniform depth.
- e. Areas that are below grade shall be filled in and leveled before over seeding.

21. USE OF CHEMICALS—SEE EXHIBIT B FOR IPM SPECIFICATIONS

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

21.02 Contractor will make every effort to promote IPM practices in the use of chemicals, management of weeds and pest in the contract area. Contact Inspector with any major problems of weed or pest infestations.

21.03 Pest Control Advisor site recommendations for each chemical or combination of chemicals for each site must be turned in to the Inspector, twenty-one (21) calendar days after any contract is awarded (including contract renewals) and at no additional cost to City. Should an unforeseen chemical application be necessary, a Pest Control Advisor's recommendation shall be submitted to the Inspector (14) days prior to its use.

21.04 All chemical applications shall be done with extreme care to avoid any hazard to any person or pet or damage to property in the area. All spraying shall be done when air currents are still to limit drift to six (6) inches.

21.05 At the end of each month the Contractor shall submit copies of the County's chemical use reports to the Inspector's office. Failure to submit this form will result in delay of payment.

21.06 Records of all operations stating dates, times, methods of application, chemical formulations, applicator's names, and weather conditions shall be made and retained in an active file for a minimum of two (2) years by the Contractor. These records must be available for review upon request from the Inspector, County, State or Federal Officers.

21.07 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's office and a permit obtained with a copy to the City. A Pest Control Advisor's recommendation must be on file with the Inspector prior to use of special permit chemicals.

22. CHEMICAL EDGING

22.01 Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen inches (18") from the trunk of trees and away from the dripline of shrubs by use of approved chemicals.

22.02 Linear chemical edging of turf boundaries shall be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. Chemical edging of turf boundaries shall not exceed four inches (4") in width along curbs and sidewalks. Sites where chemical edging is acceptable will be on the Maintenance Performance Schedule (see Attachment A1).

22.03 **ALL** linear chemical edging and/or detailing **MUST BE APPROVED** by the Inspector prior to its use.

22.04 Chemical detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas shall be performed in a manner that ensures operability, ease of location and/or a clean appearance and shall not exceed a six inch (6") clearance or as otherwise specified.

### 23. CHEMICAL WEED ABATEMENT

23.01 Chemical weed abatement shall be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height.

23.02 Spot treat with a portable sprayer or wick wand using an effective herbicide applying per manufacturer's recommendation.

23.03 Weeds treated with a contact weed chemical shall be applied according to manufacturer's recommendations. If kill is not complete, a second application shall be applied.

23.05 Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation a second application shall be applied.

23.06 All dead weeds must be removed within seven (7) days.

23.07 Weeds, which reach a height of 4 inches, are unsatisfactory and may be required to be hand pulled. Chemical application starts at the gutter expansion joint and goes inward to the opposite expansion joint on medians or to the sound wall. Unimproved fields shall be cleared from the gutter expansion joint across to two (2) feet back of walk or shoulder of street.

### 24. LITTER CONTROL

24.01 Complete policing and litter pick-up for the removal of paper, glass, trash, limbs, undesirable materials, and other accumulated debris within the landscape areas will be done each time site is serviced.

24.02 Complete policing; litter pickup and supplemental hand sweeping of parking lot corners and other parking lot areas, along gutters/curbs inaccessible to power equipment shall be accomplished to ensure a neat appearance.

24.03 All litter and debris occurring as a result of Contractor's operations shall be removed from the maintenance sites immediately following such operations and is to be disposed of off site and taken to an appropriate landfill.

24.04 Where the City provides trash receptacles, it will be the responsibility of Contractor to empty them and properly dispose of the contents, and to keep receptacles clean.

## 25. LEAF REMOVAL

Accumulation of leaves shall be removed from all landscaped areas including walls, gutters, beds, planters, and parking lots and removed from the site. Some sites may require additional visits during leaf season, or as directed by the Inspector.

## 26. TREE PRUNING AND CARE

26.01 Tree pruning shall be performed with the intent of developing structurally sound trees, symmetrical appearance typical of the species with proper safety clearance and access. All trees shall be examined in the Fall and pruned as specified above.

26.02 Safety Clearance on Trees – Maintain trees to achieve an eight foot (8') clearance for all branches over sidewalk and within the landscaped areas and fourteen foot (14') clearance for branches overhanging beyond curb line into the paved section of roadways to maintain safe vehicular and pedestrian visibility, clearance and access to prevent or eliminate hazardous situations. All trees shall be trimmed to prevent encroachment onto private property.

26.03 Remove all dead, diseased and insect infested branches and limbs. Report severe damage or hanging limbs that are above fourteen feet (14') to the Inspector immediately.

26.04 Contractor is required to evaluate trees two (2) times a year: for removal of stakes and for pruning. A pruning schedule shall be submitted to the Inspector by October 15<sup>th</sup> of each year.

26.05 All trimmings and debris shall be removed and disposed of off site the same day and taken to an appropriate landfill. All pruning shall be done using the Western Chapter of the International Society of Arboriculture pruning standards, approved methods and techniques. Excessive pruning, stubbing back, or topping will not be permitted. All pruning cuts shall be made beyond, and close to, the branch collar ring. Trees shall be cleanly cut with no tearing of the bark. Shearing or "lollipopping" will not be permitted unless specifically approved by the Inspector.

26.06 The Contractor shall provide replacement trees and shrubs, at Contractor's expense, if trees are "topped" or if the Western Chapter of the International Society of Arboriculture pruning standards are not met.

26.07 All limbs 2" or greater in diameter shall be undercut to prevent splitting.

- a. All trees shall be thinned of smaller limbs to distribute the foliage evenly and all

suckers shall be cut flush with the trunk or limb.

b. No stubs will be permitted.

c. Broken and hanging limbs below fourteen feet (14) in height shall be removed. Immediately. If broken and hanging limbs are above fourteen feet (14), Contractor shall notify the Inspector immediately.

## 27. TREE STAKING AND TYING

27.01 Replace missing or damaged stakes within seven (7) calendar days where the tree diameter is less than three inches (3) Diameter Breast Height (D.B.H.), and the height defined as four feet (4), unless tree is self supporting in all weather conditions.

27.02 Recently planted trees shall be properly staked at all times until three inch (3) D.B.H. or it is self supporting in all weather conditions. Stakes shall be of adequate length so that trees will be tied in an upright position. All nursery stakes are to be removed at the time of planting.

27.03 The Contractor shall maintain existing stakes and ties, providing replacements as needed, on all young trees until such time as they are no longer needed for support. The

Contractor shall remove the stakes at this time, at no additional cost. Special care shall be taken to avoid any damage to tree trunks or branches by ties and stakes. **The Contractor shall replace, at no additional cost to the City, any plant material damaged due to negligence and/or lack of proper inspection.**

27.04 Materials:

a. Tree stakes, two (2) per tree, shall be pentachlorophenol treated pine lodge pole not less than six feet (6) in length for five (5) gallon size trees; not less than eight feet (8) for fifteen (15) gallon trees. Some trees may require ten-foot (10) stakes.

b. Tree ties may be either new or used garden hose at least one-half inch (1/2") in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured), or cinch ties or equal with UV inhibitors may be used. Ties shall be slightly loose to allow the tree to sway two-three inches.

c. Stakes will not be placed closer than eight inches (8") from the bark, nor shall stakes go through the root ball.

27.05 Holes left from the removal of trees stakes shall be filled in using topsoil within seven (7) working days or tree stakes may be broken at ground level and remain.

## 28. TREES – Unscheduled/Extra Work

28.01 Removal of trees with a diameter greater than three inches (3") D.B.H. shall be

considered unscheduled / extra work.

28.02 All work above fourteen feet (14') will be done by the City or as unscheduled/extra work with Inspector approval.

28.03 Trees which may need to be removed with a diameter of ten (10") inches DBH shall be evaluated by the City Tree Department. Any pruning above fourteen feet (14') shall, upon the Inspector's request, be evaluated by the City Tree Department.

28.04 Should Inspector require stump removal, it shall be to a depth of twelve inches (12") below grade with wood chips removed and hole back filled to grade with topsoil.

## 29. HEDGE AND SHRUB PRUNING AND CARE

### 29.01 Clearance on Hedges and Shrubs

- a. Prune hedges and shrubs from top to bottom. They shall not exceed fourteen (14' feet) in height. Prune one year's growth back from curb, sidewalk or below top of walls.
- b. Remove all dead, diseased and unsightly branches from shrubs on medians. Remove all vines or other growth as it develops within the shrubs/hedge. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas. Vines that cover sound walls are not to be removed unless directed to do so by Inspector.
- c. All dead shrubs shall be removed. Notify Inspector prior to removal.
- d. Restrict growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming. On medians, shrubs shall be maintained below thirty-six (36') inches at all times for visibility and safety or lower if specified in the Performance Schedule. All pruning cuts shall be smooth, leaving no stubs exposed. Ragged or chewed appearance is not acceptable.

29.02 Pruning Frequency: Four (4) times per year or more often as needed dependant upon the growth patterns of the plant species and location in question (see Attachment A1 – Maintenance Performance Schedule).

29.03 Contractor shall prune all plants on a site within a two (2) week period or as authorized by the Inspector. Contractor shall not exceed one (1) month to complete all pruning operations once started.

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

29.05 If required, pre-emergent and herbicides shall be used to control weeds in all shrub beds.

## 30. GROUND COVER

30.01 Ground cover shall be kept free of weeds, litter, debris and leaves. Ground cover shall not exceed three inches (3") beyond the inside edge of the curb or border.

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

30.03 Prune ground cover up to three (3) times a year to maintain at an even/level and consistent height. Cut long branches down to the main growing height of the plant.

### 31. WATERING

31.01 All landscaped and turf areas shall be irrigated as required to maintain adequate growth, health and appearance regardless of plant types, or soil condition. The delivery of adequate moisture shall include but is not limited to hand watering, operation of manual valves, automatic controllers, and bleeding valves. Irrigation shall be done at hours, which will ensure that traffic, and access is not disturbed, preferably during daytime hours.

31.02 Upon contract award, Contractor will be given keys to the irrigation controller boxes. At the termination of contract the Contractor is required to return to the City all sets of said keys prior to receiving last payment.

31.03 If a condition such as controller breakdown, electrical problems or battery failure prevents automatic irrigation, other irrigation methods shall be used if and when necessary, until repairs have been authorized and completed.

31.04 Water shall be regulated to avoid excessively wet or waterlogged areas causing: a decline in plant health, preventing turf mowing, excessive water run off onto streets and/or private property. Hand watering may be necessary on some sites and shall be performed as required. The Contractor shall provide hoses, nozzles and sprinklers for hand watering. All manual irrigation will be done Monday through Friday from 7 A.M. to 4 P.M.

### 32. IRRIGATION SYSTEM MAINTENANCE AND TESTING

Contractor and its employees shall weekly inspect and bi-monthly test all irrigation systems for system operability and component malfunctions. Contractor shall set and program automatic controllers for seasonal watering requirements. Within thirty (30) days after contract award, an irrigation plot map of the entire system at each site shall be prepared by the Contractor and placed in the irrigation control box and a copy given to the Inspector.

32.01 Testing shall be done in the following manner:

- a. Set each station and check all components of the system every two weeks. Maintain controller so stations run in sequence. For testing verification, a sign-in sheet is in the controller, which must be signed each time system is tested.
- b. Adjust all sprinkler heads for direction and height for proper coverage and to prevent watering roadways, sidewalks and/or private property.

- c. Unplug all clogged heads, flush lines free of rocks, mud and debris.
- d. All malfunctions/damage shall be reported to Inspector with estimates for repairs and, upon authorization repairs shall be completed.
- e. In addition to biweekly testing, all irrigation systems shall be tested and/or inspected as necessary when damage or malfunction is observed and/or reported

32.02 Contractors shall carry and maintain a supply of irrigation components, with the exception of valves, such as sprinklers and solenoids, each time site is serviced.

32.03 **Unscheduled work**

- a. Sprinkler Replacements – The actual repair and/or replacement of damaged or broken sprinklers shall be done according to the rates specified in Items 2 and 4 of Attachment A3 – **Unscheduled/Extra Work**.”.
- b. Valves, Solenoids and Controllers – The actual repair and/or replacement of damaged or broken valves, solenoids, controllers, main or lateral water line breaks shall be done according to the rates specified in Items 2 and 4 of Attachment A3 – **Unscheduled/Extra Work**”.

32.04 Copies of receipts for materials and/or parts shall be turned in monthly to the Streetscape office. Highlight materials used on City contract.

33. **MAINTENANCE SCHEDULES**

The Contractor shall submit the following schedules fourteen (14) workdays after receipt of irrigation controller keys.

33.01 Contractor’s Service Schedule: This Schedule indicates the specific day(s) of the week and approximate hours when each site will be serviced pursuant to the requirements specified in the Maintenance Performance Schedule (see Attachment A1).

33.02 **Site Fertilizer Schedule:**

The Contractor shall provide an annual fertilization schedule to the Inspector. Contractor shall indicate on the Site Fertilizer Schedule the 2 week period under the month(s) when each site shall be fertilized for turf, and trees/shrubs as indicated in the Maintenance Performance Schedule (see Attachment A1).

33.03 Changes to the above schedules by the Contractor must be submitted in writing and approved by the Inspector at least five working days prior to any changes being implemented. A temporary change to the daily service schedule must be called into the Inspector by 7:30 a.m. the morning of the change.

**ATTACHMENT A1**  
**MAINTENANCE PERFORMANCE SCHEDULE**

**MAINTENANCE PERFORMANCE SCHEDULE  
MINIMUM REQUIREMENTS**

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

LOCATION: \_\_\_\_\_

	DAILY	BI-WEEK	WEEKLY	2X-MO.	MTHLY	QTRLY	_X-YR.	AS REQ.	COMMENTS
SITE SERVICED									
INSPECT. MEETING									
<b>LAWN</b>									
FERTILIZER									
AERATING									
RESEEDING									
CHEMICAL EDGE									
MECH EDGE									
<b>GROUND COVER</b>									
FERTILIZER									
WINTER MOW									
<b>SHRUBS</b>									
FERTILIZER									
PRUNE									
CULTIVATE									
<b>TREES</b>									
FERTILIZER									
PRUNE									
<b>LEAF PICKUP</b>									
<b>WEED CONTROL</b>									

**EACH TIME SITE IS SERVICED ALL LITTER / DEBRIS WILL BE REMOVED, TREES RESTAKED, POT HOLES FILLED & PEST / WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED & REPAIRED**

**ATTACHMENT A2**  
**LANDSCAPE MAINTENANCE INSPECTION REPORT**

SITE	OVERALL	SAFETY	MOW/EDGE	IRRIGATION	LITTER	SHRUBS	GND COVER	WATERING	WEED PEST	PRUNING	STAKING	LEAVES	

COMMENTS: \_\_\_\_\_

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COMMENTS: \_\_\_\_\_

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COMMENTS: \_\_\_\_\_

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COMMENTS: \_\_\_\_\_

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COMMENTS: \_\_\_\_\_

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COMMENTS: \_\_\_\_\_

**E – EXCELLENT**  
**S – SATISFACTORY**  
**N – NEEDS IMPROVEMENT**

**U – UNSATISFACTORY**  
**F – FAILURE TO COMPLY**

**INSPECTOR:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

**ATTACHMENT A3**  
**UNSCHEDULED/EXTRA WORK RATES**

City of Sacramento
UNSCHEDULED / EXTRA WORK RATES

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

All unscheduled work shall have prior authorization of the City. Unscheduled work is requested on an as-needed basis and the Contractor is not guaranteed all such work in areas where Contractor is currently providing landscape services to the City.

NOTE: THE ESTIMATED HOURS AND DOLLAR AMOUNT SHOWN BELOW ARE FOR BID EVALUATION PURPOSES ONLY AND DO NOT REPRESENT WHAT THE CONTRACTOR MAY OR MAY NOT EARN THROUGH UNSCHEDULED WORK..

80 hours x General Gardening Crew rate (ITEM # 1) =\$
50 hours x Specialty Irrigation Crew rate (ITEM # 2) =\$
\$7,000 x Percentage Markup (ITEM # 4) = \$

TOTAL \$

TOTAL WILL BE ADDED TO THE YEARLY CONTRACT FEE FOR ACCESSING LOW BID ONLY

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

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

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

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

Provide irrigation repair for valves, solenoids, controllers, lateral and main line breaks. Technician Rate \$ per hour
Technician with Helper Rate \$ per hour

ITEM # 3 - PORTAL TO PORTAL CALLS

Emergency service calls during regular operating hours, Mon. - Fri. from 7 a. m. to 4 p. m., other than same day Contractor is regularly scheduled to be on the job site. \$ per call

ITEM # 4 - PERCENT OF MARKUP ON MATERIALS

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

AFTER HOURS--ON CALL SERVICES---as described in the above Item-- No. 2. Irrigation overtime rate shall be computed at 1 and 1/2 times the Technician hourly rate listed above.

**Exhibit “B”**

**INTEGRATED PEST MANAGEMENT SPECIFICATIONS**

**EXHIBIT “B”****INTEGRATED PEST MANAGEMENT SPECIFICATIONS****BACKGROUND**

In April 2006, the Central Valley Regional Water Quality Control Board approved a Pesticide Plan to be implemented by the City of Sacramento (City) as required by the municipal stormwater National Pollutant Discharge Elimination System (NPDES) Permit No. CAS082597. The Pesticide Plan is a comprehensive plan with a goal to reduce the discharge of pesticides from municipal stormwater systems to urban creeks within Sacramento County to the maximum extent practicable. It was decided that the best way to minimize the water quality risks associated with pesticides was to promote Integrated Pest Management (IPM), and to ensure that the pesticides' benefits to society outweigh their potential risks to human and environmental health. The control of pests in urban environments is shifting away from routine applications of chemicals to the utilization of a balanced approach consisting of physical/mechanical, cultural, biological, and chemical controls. Moreover, these controls focus primarily on an environmentally compatible, economically feasible approach to manage pest populations under acceptable levels. All pesticide management activities performed by City staff and City contracted services are to be in compliance with the NPDES Permit requirements, the Pesticide Plan and the City's internal pesticide use policies.

The City has developed an Operational Policy for Integrated Pest and Vegetation Management (IPM Policy) in accordance with the NPDES permit and Pesticide Plan. The purpose of this IPM Policy is to direct all operations within the City that manage pests or vegetation on City lands including: waterways, buffer zones, rights-of-way, developed landscapes, lawns and turf, natural open spaces, weed management areas, detention basins, easements, and structures. Furthermore, the IPM policy is intended to provide a common basis for pest and vegetation management by the City that will address public health, safety, economic, legal and/or aesthetic requirements. IPM practices implemented by the City shall maintain acceptable quality and productivity while minimizing costs and any adverse effects which pesticides and fertilizers may have on the environment. The City's IPM Policy applies to internal City operations plus contracted services, but not to the residents or businesses of the City.

The City and all of its departments and functions, including contracted services, shall make pest management decisions consistent with the principles of IPM. The overall goal of the City's IPM Program is to implement pest-control measures that emphasize the reduction of pesticide usage and its associated risks at City owned and maintained property.

**IPM PROGRAM FOR STREETSCAPES DIVISION**

The Streetscape Section is responsible for site inspection and contract compliance of public landscaping within the City of Sacramento which include: landscaped and non-landscaped (unimproved) medians, special districts, City facilities, unimproved roadside and drainage ditches, sound wall areas, and designated unimproved and gravel alleys. Streetscape's IPM goal is to continue to implement and administer a comprehensive street landscaping maintenance program that assures the quality, beauty, and overall appearance of its responsible maintenance areas while utilizing best horticultural and biological practices, and least-toxic methods to facilitate a healthy landscape environment.

A written integrated pest management program tailored to the needs of the Streetscape Section and consistent with the City Operational IPM Policy is being developed with a target date July, 2010.

This tailored program will be a living document which will expand as a greater understanding and knowledge of IPM principles evolves. Elements of the Streetscape Sections' IPM Program include:

1. General approaches to be used to implement the IPM policy.
2. City staff member(s) responsible for program implementation.
3. Categorized pest tolerances (injury and action levels).
4. Typical pest management strategies for common sites or pests.
5. Weed abatement control plans.
6. Pesticide limitations specified.
7. A commitment of Streetscape staff and contracted services to continually expand knowledge Integrated Pest Management, chemical use issues, Best Management Practices, and alternative pest control methods.
8. Monitoring, record-keeping and effectiveness evaluation strategies.

The Streetscape Section's IPM Program also establishes guidelines to follow for integrated pest and vegetation management. Where feasible, the Streetscape Section will consider practices that include the following guidelines:

1. Establish an IPM Implementation Plan for each pest or group of pests.
2. Monitoring (inspection procedures to monitor pest population levels).
3. Treatment and threshold levels for each site based on how much biological, aesthetic, or economic damage each site can tolerate.
4. Determine corrective actions when the established action threshold is reached.
5. Determine the most effective treatment time based on pest biology/physiology and other variables such as weather, seasonal changes in wildlife use, and local conditions.
6. Identify and evaluate conditions that encourage pest problems.
7. Modify management practices such as control measures when applicable.
8. Monitor treatment to evaluate effectiveness.
9. Establish and maintain an accurate record-keeping system to catalog monitoring information and to document and evaluate effectiveness of pest management procedures.
10. Evaluate the effectiveness of the IPM Program and make adjustments as needed.
11. Conduct an on-going education/ training program for staff and contracted employees.
12. Use low risk, low concentration type pesticides when possible.
13. Use preventative applications when known pest pressures are recognized to avoid high rate corrective applications.

These guidelines are a companion to the IPM Policy and describe in greater detail what constitutes an IPM approach. As new research and implementation experience evolves, these guidelines will be revised.

Pest and vegetation management techniques utilized by Streetscapes staff and Streetscapes contracted services vary for a range of reasons. Because there is no clear solution for every pest and vegetation management problem that the Streetscapes staff and Streetscapes contracted services face, the Streetscapes IPM Program must provide a reasonable range of approaches for integrated pest and vegetation management. Therefore, the typical IPM control measures listed below are the recommended practices that should be followed with consideration and understanding of the end result. As a general rule, the IPM principles of mechanical control and cultural control for pest management issues are the preferred approaches of Streetscapes IPM Policy. If mechanical and cultural control efforts do not provide adequate pest and vegetation management, then chemical controls may be implemented. Biological control may also be used where appropriate with the approval of the City Representative.

Below are explanations of mechanical, cultural, chemical, and biological controls that follow standard IPM practice along with examples of these types of controls as listed in the Landscape Maintenance Services General Specifications and Provisions LS08-1.

## **MECHANICAL CONTROL**

IPM related mechanical control of weeds consists of using machines, tools or other manual methods to suppress weeds. Mowers, cultivators, saws, rakes, etc., are all examples of tools commonly used in mechanical weed management. The use of hand tools to physically pull or destroy weeds can be a very successful approach to managing small infestations of weeds. However, hand tools alone are impractical on large-scale weed problems. Mechanical controls like weed-whackers and mowing are generally used on larger populations of weeds to inhibit growth or reduce seeding. When used as part of an IPM program, targeted mechanical controls can play an important role in overall weed suppression.

Mechanical controls may include, but not limited to: mowing and edging; hand-pulling of weeds; and approved methods and techniques used for pruning shrubs and trees.

## **CULTURAL CONTROL**

IPM related cultural control is the manipulation of the environment to prevent pest and vegetation damage with consideration of varying soil conditions and irrigation practices. Cultural control also includes modifying the activities of the pest control operators/ applicators. Typically, cultural control depends on knowledge of both a plant's needs, soil conditions, climate, plant disease, etc. A healthy vegetated environment can be controlled through proper water management and proactive monitoring and maintenance practices.

Cultural controls may include, but not limited to: turf aerification; fertilizer application; mulch application; maintaining healthy ground cover; site-specific water management; irrigation systems maintenance; and immediate reporting of vandalism and/or safety hazards to Inspector.

## **CHEMICAL CONTROL**

IPM related chemical control for pest and vegetation management is the use of synthetic or naturally occurring compounds that are applied to noxious and invasive pest and weed species with the intent of killing those pests or plants. Chemicals range in selectivity to certain types of pests and plants and their persistence within the environment.

Herbicides for example, are typically applied in dry (granular) or liquid forms. Some types of herbicides are applied before weeds germinate (pre-emergent) and others are applied after germination (post emergent). Extreme caution must always be followed when handling or attempting to work with any herbicide. By law, all herbicides must be labeled according to their use and users must adhere strictly to label instructions and warnings.

Chemical controls are usually short-term solutions to pest and weed problems. In some cases, herbicides have to be reapplied annually and certain weed species can begin to develop resistance or tolerance to specific chemicals. Furthermore, large-scale applications of herbicides can be expensive and detrimental to the environment.

When chemical controls are considered, applications shall begin with the least toxic compounds first (Round Up and similar products are considered a “least-toxic” compound); furthermore, the type, methods and timing of chemical treatment shall be determined after consideration has been given to protection of non-target organisms, protection of water quality, pest biology, soil types, anticipated adverse weather (winds, precipitation, etc.) and temperature.

## **BIOLOGICAL CONTROL**

Biological controls can also be used for pest and vegetation management. IPM related biological controls include the use of living organisms to control other living organisms. Most pests have natural enemies that control or suppress them effectively in some situations. Some natural enemies or beneficial predators are ladybugs, lacewing, stingless wasps, and nematodes.

## **IPM TRAINING**

All Streetscape’s staff and contracted services supervisory staff (including applicators) will be required to attend training related to the Streetscapes Division's specific IPM Program and Guidelines. Such training would include but is not limited to:

- Worker and public safety
- Proper use and disposal of pesticides
- Pesticide related surface water toxicity
- Integrated pest management policy and procedures

ATTACHMENT C  
GENERAL PROVISIONS

**EXHIBIT "C"****GENERAL PROVISIONS****1. Independent Contractor.**

- 0.1 It is understood and agreed that CONTRACTOR (including CONTRACTOR'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR'S employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- 0.2 It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished by the Services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. TO the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR'S sole discretion based on the CONTRACTOR'S determination that such use will promote CONTRACTOR'S efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- 0.3 If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR'S assigned personnel and subcontractors.

- 1.4 The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed as to create an exclusive relationship between CITY and CONTRACTOR.
2. Licenses, Permits, Etc. CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to provide any Services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. Time. CONTRACTOR shall devote such time to the performance of Services pursuant to this Agreement as may be necessary for satisfactory performance of CONTRACTOR'S obligations under this Agreement. Neither party shall be considered in default of this Agreement, nor be entitled to additional compensation, to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
4. CONTRACTOR Not Agent. Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR'S personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. Confidentiality of CITY Information. During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "CITY Information") which are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all CITY Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any CITY Information to any third party without the prior written consent of CITY. A violation by CONTRACTOR of this Section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.
6. CONTRACTOR Information.
  - 6.1 CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or

any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

- 6.2 CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY'S failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- 6.3 All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR'S proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

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

7. Standard of Performance. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR'S staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person(s) is not performing adequately, CONTRACTOR shall remove such person(s) immediately upon receiving notice from CITY of the desire of CITY for the removal of such person(s).
8. Term; Suspension; Termination.
- 8.1 This Agreement shall become effective on the date that it is approved by both parties, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

- 8.2 CITY shall have the right at any time to temporarily suspend CONTRACTOR'S performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- 8.3 CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
- (1) CONTRACTOR shall promptly deliver to CITY copies of all information prepared pursuant to this Agreement.
  - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

9. Indemnity.

1. Indemnity: CONTRACTOR shall fully indemnify and save harmless, CITY, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable incurred by CITY'S staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of CONTRACTOR, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not the CITY, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the CONTRACTOR, and whether or not such Liabilities are litigated, settled or reduced to judgment.
2. Obligation to Defend: CONTRACTOR shall, upon CITY'S request, defend at CONTRACTOR'S sole cost any action, claim, suit, cause of action or portion thereof which asserts or alleges Liabilities to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of CONTRACTOR, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not.
3. Insurance Policies; Intellectual Property Claims: Except as may be expressly provided in this Section 9, the existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY'S rights

under this Section 9, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 9 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 6.B., above. The provisions of this Section 9 shall survive any expiration or termination of this Agreement.

10. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the following insurance.

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

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

10.2 Minimum Limits of Insurance: CONTRACTOR shall maintain limits no less than:

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

10.3 Deductibles and Self-Insured Retention’s: Any deductibles or self-insured retentions must be declared to and approved by the CITY.

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

- (4)1 General Liability and Automobile Liability Coverages:
  - (1)1 CITY, its officials, employees and volunteers shall be covered as insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, leased or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of the protection afforded to CITY, its officials, employees or volunteers.
  - (1)2 CONTRACTOR’S insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or

volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

- (1)3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (1)4 Coverage shall state that CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4)2 All Coverages:

Each insurance policy require by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to CITY. In addition, CONTRACTOR agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been give to CITY and CITY approves the reduction in coverage or limits. CONTRACTOR further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to CITY and CITY approves such increase.

10.5 Acceptability of Insurers: Insurance shall be placed with insurers with a Bests' rating of no less than A:VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only; provided, however, that in no event shall a carrier with a rating below B:IX be acceptable.

10.6 Verification of Coverage: CONTRACTOR shall furnish CITY with certificates of insurance showing compliance with the above requirements and with original endorsements affecting all coverages required by this Agreement. The certificates and/or endorsements shall set forth a valid policy number for CITY, and shall indicate the Issue Date, Effective Date and Expiration Date. The certificates and endorsements for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A.

10.7 Payment Withhold: CITY shall withhold payments to CONTRACTOR if the certificates of insurance and endorsements required in subsection F, above, are canceled or CONTRACTOR otherwise ceases to be insured as required herein.

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

11.1 Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

11.2 Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital

status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

- 11.3 Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR'S obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- 11.4 Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities a may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- 11.5 Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (5)1 Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
  - (5)2 Cancellation, termination, or suspension of the Agreement, in whole or in part.
- 11.6 Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.
12. Entire Agreement. This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
13. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

14. Waiver. Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
15. Enforcement of Agreement. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
16. Assignment Prohibited. The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY'S written consent shall be void and of no effect.
17. Binding Effect. This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 16, above.

## EXHIBIT "D"

### LIVING WAGE REQUIREMENTS

(Nonprofessional Service Contracts)

#### The Living Wage Ordinance

On December 9, 2003, the Sacramento City Council enacted a Living Wage Ordinance (the "LWO"), adopted as Amended Ordinance No. 2003-082 and codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into contracts to provide certain services to or for the City, to pay a specified minimum level of compensation to their employees for time spent performing any work on the City contract. The LWO also applies to certain subcontractors.

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

#### Contracts and Contractors Covered by the LWO

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

##### Contract Type

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

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

##### Contract Amount

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

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

Subcontract Amount

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

Subcontractor Size

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

**Payment of Living Wage to Covered Employees**

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

The minimum compensation required is as follows:

- (1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
  - (a) During 2004, \$9.00 per hour.
  - (b) During 2005, \$9.33 per hour.

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

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or
- (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

<sup>2</sup> A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

- (c) During 2006, the greater of \$9.67 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2005.
  - (d) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2006.
- (2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:
- (a) During 2004, \$10.50 per hour.
  - (b) During 2005, \$10.87 per hour.
  - (c) During 2006, the greater of \$11.17 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2005.
  - (d) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2006.

### Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

**This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. In 2004, the living wage is \$9.00 an hour with health benefits and \$10.50 an hour without health benefits. In 2005, the living wage is \$9.33 an hour with health benefits and \$10.87 an hour without health benefits. In 2006, the living wage is at least \$9.67 an hour with health benefits and \$11.17 an hour without health benefits. And in 2007, the living wage is at least \$10.00 an hour with health benefits and \$11.50 an hour without health benefits. For more information, see chapter 3.58 of the Sacramento City Code, which can be viewed at [www.cityofsacramento.org](http://www.cityofsacramento.org).**

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees who earn less than \$12 an hour of their possible right to the federal Earned Income Credit (EIC), and to make available to those

**Exhibit "D" Living Wage Requirements  
Page 4 of 6**

employees any forms required to secure advance EIC payments from the Covered Employer.

### Subcontractor Compliance

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all

## **Other Provisions of the LWO**

### Use of Funds Paid Under City Contracts

Under the LWO, Covered Employers may not directly use City funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use City funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

### No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

### No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

### No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

## **Violations and Monitoring**

The LWO provides that any violation of the LWO by a City contractor constitutes a material breach of the contract, and authorizes the City to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the City to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the City, and to take such other steps as may be necessary for the City to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

## **Declaration of Compliance**

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the City, on or after March 1, 2004, is required to provide the City with a signed Declaration of Compliance in the form attached hereto, prior to the City's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the City, shall constitute part of the contract.

**Additional Information**

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at [www.cityofsacramento.org](http://www.cityofsacramento.org).

For more information on the LWO requirements and the City's LWO program, contact Procurement Services at (916) 808-6747.

**DECLARATION OF COMPLIANCE  
Living Wage Ordinance**

Name of Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Name of City Contract \_\_\_\_\_  
Subject to the Living Wage Ordinance: \_\_\_\_\_  
Contracting Department: \_\_\_\_\_

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

1. I have read and understand the Living Wage Requirements provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitation for the performance of services under a City contract.
2. As a condition of receiving the City contract, I agree to fully comply with the Living Wage Requirements, as well as any additional requirements that may be specified in the City's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, I will pay not less than the minimum compensation specified in the Ordinance to my employees, for all time spent performing any work under my City contract.
3. If the amount of my City contract is less than \$100,000, as a condition of receiving this contract I will notify the City in writing if the aggregate value of my City contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to me within the previous 12 months, is \$100,000 or more.
4. I acknowledge and agree that the Living Wage Requirements, the Ordinance and this Declaration shall constitute part of my City contract, and that these provisions shall govern in the event of any conflict with any other provisions of the contract.
5. I further acknowledge and agree that any violation of the Living Wage Requirements or the Ordinance constitutes a material breach of my City contract, and that, if such a breach occurs, the City will be authorized to terminate the contact, and pursue all available legal and equitable remedies.
6. If requested by the City, I will promptly submit certified payroll records to the City, for myself and/or for my subcontractor(s), as requested by the City, and I will take any other steps as may be required by the City to determine whether my subcontractor(s) or I have complied with the Living Wage Requirements and the Ordinance.
7. I will require all of my subcontractors who are covered by these requirements to comply with the Living Wage Requirements and any additional requirements that may be specified in the Ordinance, and I will include these requirements in all subcontracts covered by the Ordinance.
8. I will defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the City's Living Wage Requirements or the Ordinance by me or by any subcontractor retained to perform work or provide services under my City contract.

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

\_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT "E"**

### **REQUIREMENTS FOR THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE (EQUAL BENEFITS ORDINANCE – EBO)**

#### **INTRODUCTION**

The Sacramento Non-Discrimination In Employee Benefits By City Contractors Ordinance (the “Ordinance”), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

#### **APPLICATION**

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor’s operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed. The provisions apply only to those employee(s) actually working on the City contract and only for the actual amount of time the employee(s) spend working on such contract.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

#### **DEFINITIONS**

As set forth in the Ordinance, the following definitions apply:

“Contract” means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. “Contract” also means a written agreement for the exclusive use (“exclusive use” means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City’s use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

“Contract” shall not include: a revocable at-will use or encroachment permit for the use of or

**Exhibit “E” Equal Benefits Ordinance**

**Page 2 of 9**

encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting

utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

“Employee Benefits” means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. “Employee benefits” shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

#### CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

#### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment “A”), signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment “B.”

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment “C.”

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

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Name of Contractor

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Address

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

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance (“Ordinance”) provided to me by the City of Sacramento (“City”) in connection with the City’s request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement (“Contract”).
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$25,000 in total value.
4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

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

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

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

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

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

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

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

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

Exhibit E – Equal Benefits

10/02/08 LS08-1

- 7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
  
- 8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.  
  
I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.
  
- 9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City’s Equal Benefits Requirements or of the Ordinance by me.

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO’S  
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE**

On ..... (date), your employer (the “Employer”) entered into a contract with the City of Sacramento (the “City”) for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City’s Non-Discrimination In Employee Benefits By City Contractors Ordinance (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

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

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

**You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
 City of Sacramento  
 Contract Services Unit  
 915 I St., 2nd Floor  
 Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney’s fees and costs

**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S  
NON-DISCRIMINATION IN EMPLOYEE BENEFITS  
BY CITY CONTRACTORS ORDINANCE**

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

The included employee benefits are:

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

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

**You May . . .**

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

City of Sacramento  
Contract Services Unit  
915 I St., 2nd Floor  
Sacramento, CA 95814

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

**Discrimination and Retaliation Prohibited.**

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

**You May Also . . .**

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

**EXHIBIT "F"****STANDARD WATER QUALITY SPECIFICATIONS****Water Quality Control**

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

**1. Dust Control**

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall prepare and submit an erosion, sediment and pollution control plan (ESC Plan) to the Engineer for review, (*Note to project manager: section number may vary. Revise as needed.*) per Section I, Review of Contractor's Information, of these Special Provisions. The submittal shall include a description of all erosion, sediment and pollution control BMPs proposed to be used to prevent sediment and other sources of pollution from entering the City storm drain system as well as a site plan showing their placement. The ESC Plan shall be submitted a minimum of 48 hours prior to start of the work. **The Contractor will not be allowed to begin work until an accepted ESC Plan is on file with the Engineer.** The erosion, sediment and pollution control plan shall be updated as necessary and re-

**Exhibit “F” Standard Water Quality Specifications**  
**Page 3 of 3**

3. Enforcement

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

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

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

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

## EXHIBIT "G"

### ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE

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

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

##### 12.20.010 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

B. Emergency repairs that obstruct vehicular or pedestrian traffic on a city street, shall be reported to the traffic engineering services office not later than one hour after the need for the emergency repairs is determined. If the emergency repairs obstruct vehicular or pedestrian traffic on a city street outside of city working hours, the city traffic engineering services office shall be notified of the closure or obstruction not later than nine a.m. on the next working day.

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

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

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

**12.20.030 Traffic control plan—Requirements.**

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- A. Application. Before approving a traffic control plan, the director shall require a written submission of a proposed traffic control plan that includes the following information:
1. The name and business address of the applicant.
  2. A diagram showing the location of the proposed work area.
  3. A diagram showing the location of areas where the public right-of-way will be closed or obstructed.
  4. A diagram showing the placement of traffic control devices necessary to perform the work.
  5. The proposed phases of traffic control.
  6. The time periods when the traffic control will be in effect.
  7. The time periods when work will prohibit access to private property from a public right-of-way.
  8. A statement that the applicant will comply with the city's noise ordinance during the performance of all work.
  9. A statement that the applicant understands that the plan may be modified by the director at any time in order to eliminate or avoid traffic conditions that are hazardous to the safety of the public.
- B. Upon receiving a complete proposed traffic control plan, the director shall either approve, approve with modifications or disapprove the plan.
- C. If the work to be performed under the approved traffic control plan is not commenced and completed within the times specified in the plan, the plan shall be deemed to have expired, and shall be void, and a new plan shall be required prior to commencing or continuing work.  
(Ord. 2002-004 § 3, 2002: Ord. 98-002 § 2 (part): prior code § 25.04.069-2)

**12.20.040 Maintenance of construction areas.**

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- A. No person performing work shall cause any public right-of-way, public street, public property or public easement to be covered with construction related trash, debris, garbage, waste material or soil. Public rights-of-way, public streets, public property and public easements affected by work must be cleaned to the satisfaction of the director prior to re-opening these areas to the public.
- B. Trench plates shall not be utilized for more than three calendar days in one location and temporary surfacing shall not be utilized for more than five calendar days in one location without prior written approval of director. (Ord. 2002-004 § 4, 2002)

**12.20.050 Repair of traffic control systems.**

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

**12.20.060 Care of existing known facilities.**

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

**12.20.070 Public notification of work.**

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

**12.20.080 Violation—Administrative penalties.**

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

1. Notwithstanding any contrary provision of this code, each day a violation of the following code provisions occurs shall constitute a separate violation, and shall be subject to a separate penalty:
  - a. Section 12.20.020(B).
  - b. Section 12.20.020(D).
  - c. Section 12.20.040.
  - d. Section 12.20.050.
  - e. Section 12.20.060.
  - f. Section 12.20.070.
2. Notwithstanding any contrary provision of this code, each fifteen (15) minute period that a violation of the following code provisions occurs shall constitute a separate violation, and a separate administrative penalty may be imposed for each violation:
  - a. Section 12.20.020(A).
  - b. Section 12.20.020(C).
3. The administrative penalty for each violation of any provision of this chapter shall be one thousand dollars (\$1,000.00). Violations of a specific section of this chapter by the same person occurring during the same work but located in different blocks or located in the same block but occurring on different days or at different times on the same day shall constitute separate violations for which separate administrative penalty orders may be issued.
4. If a person performing work under a contract between the person and the city violates any provision of this chapter, the city may deduct the amount of any administrative penalties imposed hereunder from any funds otherwise payable to the person under the contract.
5. In addition to the aforementioned penalties, the city may withhold issuance of permits for encroachment or excavation in a city street (issued pursuant to Chapter 3.76 or Chapter 12.12 of this code) to any person receiving a final administrative penalty order for a violation of any specific provision of this chapter three times within a two year period; the city may withhold issuance of permits for a period of not longer than two years after said administrative penalty orders are final. Multiple administrative penalty orders issued for continuing violations occurring on the same calendar day shall be considered one administrative penalty order for purposes of this section.
  - B. Imposition of the Administrative Penalties. The administrative penalty order shall be imposed in accordance with the provisions of Section 1.28.010 of this code, and shall contain the following:
    1. The name and address of the violating party, if known;
    2. The location, date and time of the violation;
    3. A description of the act(s) or condition(s) violating this chapter;
    4. The amount of the administrative penalty, with instructions for submitting payment to the city;
    5. A statement indicating that the administrative penalty may be appealed, in accordance with the provisions of Section 1.28.010(D)(4) of this code, by filing a written notice of appeal with the city clerk no later than twenty (20) days after the order is issued to the violator;
    6. A statement indicating that the order imposing the administrative penalty shall be final if it is not appealed within the time required;
    7. A statement indicating that a party upon whom a final administrative penalty has been imposed may seek review of the order imposing the penalty pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6.

**EXHIBIT "H"**

**DECLARATION OF COMPLIANCE**  
**STANDARD WATER QUALITY SPECIFICATIONS**  
**AND**  
**ADMINISTRATIVE PENALTIES ORDINANCE**  
**FOR ADVANCE WARNING SIGNAGE**

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Name of City Contract: \_\_\_\_\_

Contracting Department: \_\_\_\_\_

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

1. I have read and understand the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitation for the performance of Landscape Maintenance services under a City contract.
2. As a condition of receiving the City contract, I agree to fully comply with the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE.
4. I acknowledge and agree that the STANDARD WATER QUALITY SPECIFICATIONS, the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE, and this Declaration shall constitute part of my City contract.
5. I further acknowledge and agree that any violation of the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE constitutes a material breach of my City contract, and that, if such a breach occurs, the City will be authorized to terminate the contact, and pursue all available legal and equitable remedies.
8. I will defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the STANDARD WATER QUALITY SPECIFICATIONS and the ADMINISTRATIVE PENALTIES ORDINANCE FOR ADVANCE WARNING SIGNAGE by me or by any subcontractor retained to perform work or provide services under my City contract.

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

\_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

**REFERENCE MATERIALS**

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

Sunset Western Garden Book (800) 759-0190

Western Chapter International Society of Arboriculture Tree Pruning Guidelines

Can be ordered prepaid from:

Western Chapter - ISA  
235 Hollow Oak Drive  
Cohasset, CA 95973

For more information contact:

ISA (217) 355-9411  
or  
Western Chapter ISA (530) 892-1118

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