CITY OF SACRAMENTO

LANDSCAPE MAINTENANCE SERVICES
GENERAL SPECIFICATIONS AND PROVISIONS
LS10-1
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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 aeration; trash and debris control; ground cover care; irrigation systems testing and 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 licensed 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. There shall be no subcontracting of maintenance services or pesticide applications under this contract.

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 shall 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. Failure to respond to the Inspectors call within the fifteen (15) minute time requirement will result in the Inspector calling another contractor to respond to the emergency call. Contract holder shall be billed or have monies deducted for the costs of calling another Contractor to respond to the emergency.

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

1.07 The Contractor shall have a full time staff employee who has a Qualified Applicators 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 License is specified over the Certificate, or if either the license or certificate is acceptable. It is the Contractors responsibility to keep all licenses, certifications and registrations current with copies filed at the Inspectors office. 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 may call in advance to verify a report is ready for pick up and signature. Contractor shall come to the Inspectors office at a set time each week to sign original copy of inspection report. The second copy of the report is for the Contractors reference. Failure to come to the Inspectors office and sign original copy of report may result in an unsatisfactory rating for the contract. The Inspector or Contractor may request a meeting to discuss the inspection report at any time.

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.

2. WORK AFFECTING THE PUBLIC RIGHT OF WAY

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.

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 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.

2.03 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. The hand book, California Manual of Temporary Traffic Control (CMTTC), may be used as a field reference.

2.04 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)

2.05 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" (MUTCD). On every median, for mobile maintenance operations such as litter pick up or walking with a back pack sprayer, the high rise signs at both ends of the median are required. Maintenance activities which require time to complete, such as pruning, irrigation testing or repair, mowing or edging will require in addition to the high rise warning sign, cones shall be placed along the curb, spaced according to the MUTCD.

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.

2.06 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.

2.07 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.

2.08 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.
2.09 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 16th Street between the hours of 7:00 a.m. and 6:00 p.m. unless otherwise approved in writing by the City Traffic Engineer.

2.10 “Primary Streets” are defined as any one of the following streets and its adjacent public sidewalk:

3rd St. between I St. & Broadway
5th St. between H St. & Broadway
6th St. between H St. & Q St.
7th St. between G St. & T St.
8th St. between G St. & Broadway
9th St. between G St. & Broadway
10th St. between G St. & Broadway
11th St. between G St. & Q St.
12th Ave. btw. Martin Luther King Blvd. & Sutterville Rd. J St.
12th St. between N 12th St. & W St.
13th St. between H St. & L St.
14th St. between G St. & L St.
15th St. between F St. & Broadway
16th St. between N 16th St. & Broadway
19th St. between G St. & Broadway
21st St. between 4th Ave. & G St.
24th St. (Knight Way & Meadowview Rd., W St. & 2nd Ave) Mack Rd.
29th St. between D St. & W St.
30th St. between E St. & T St.
34th St. between Folsom Blvd. & Broadway
43rd Ave. west of South Land Park Dr.
47th Ave., city portions between 24th St. & Stockton Blvd. Meadowview Road
55th St.
65th St. between Folsom Blvd. & Broadway
65th St. Expressway between Elvas Ave. & SO. City limit North 12th St.
Alhambra Blvd. between E St. & Broadway
Alta Arden Expressway
Alta Valley Way
American River Dr. between Howe Ave. & Munroe St. Norwood Ave.
Arcade Blvd. between Marysville Blvd. & Marconi Ave. P St. btwn 2nd St. & Stockton Blvd.
Arden Way
Azevedo Dr.
Broadway
Bruceville Rd.
Capitol Ave. between 15th St. & Folsom Blvd.
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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 27th 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 56th St. & 65th St.  Stockton Blvd.
Ethan Way  Sunbeam Ave.
Evergreen St.  Sutterville Rd.
Exposition Blvd.  T St. between 34th St. & 39th St.
Fair Oaks Blvd.  Truxel Road
Florin Perkins Road  University betwn Campus Commons &
Fair Oaks
Florin Rd.  Valley Hi Dr. between Franklin Blvd. & Mack Rd
Folsom Blvd.  W St. between 3rd St. & 29th St.
Franklin Blvd.  West El Camino Ave.
Freeport Blvd.  Windbridge Dr.
Fruitridge Rd.  Winding Way
X St. between 3rd St. & Alhambra Blvd.

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

2.11 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

d. to the Engineer, explaining why Contractor should be allowed to work within any Holiday Season Moratorium Streets during the holiday season. The request shall
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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.

e. 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:

12th Avenue between Martin Luther King, Jr. Boulevard and Suterville Road
21st Street, between 4th Avenue and G Street
24th Street, between Knight Way and Meadowview Road and W Street and 2nd Avenue
55th 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 59th 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 within 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.

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

3. DESCRIPTION OF WORK

3.01 LANDSCAPE PRACTICES FOR SUSTAINABILITY

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

All irrigation shall be in compliance with the City Water Ordinance, see Attachment A6 in LS10, for a copy of the ordinance.

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

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

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

Replacement plants for existing areas; Contractor shall provide suggestions to minimize waste by choosing species that are appropriate to the micro-climate species that can grow to their natural size in the space allotted them. Native and drought tolerant plants that require no or minimal watering once established are preferred.
The Contractor further agrees that its products used in the course of this agreement do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

3.02 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.

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

3.04 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: both landscaped and non-landscaped, including two (2) feet next to median curb, entire median specified.
- 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 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 perform certain 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. Inclement weather does not release the Contractor's responsibility to provide service during the
week as required by the performance sheet. **No service for the week, no pay.**

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 3.04 or, in the Contractor's Service Schedule as set forth in Section 9.02.

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

a. Fertilizer application **(call 48 hours prior to application)**
b. Turf renovation/reseeding
c. Micro-nutrients/soil amendments
d. Use of pesticide/herbicide control chemicals **(call the morning of application)**
e. Aesthetic tree pruning
f. Pruning of shrubs

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 sites to a satisfactory condition within thirty (30) days. Substantial progress shall be observed each week in the clean up process.

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. **REPAIR 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 repair maintenance work projects, both in and outside of their contracted sites, the Contractor must maintain their contracted maintenance sites in a manner that meets or exceeds City Standards for landscape maintenance. In all cases, standards will be determined by the Inspector.

5.04 Should a lane closure be required for repair maintenance 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 repair 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. Upon request, Contractor shall submit highlighted copies of receipts for materials purchased. Receipts shall be turned in with Contractors invoice for said repair and replacements.

5.06 Inspector shall authorize in writing, any additional maintenance repairs, prior to work being done. Contractor will submit a written quote, on a city approved “Repair Work Request form” detailing materials and labor charges used for maintenance repairs. The Inspector will generate a work order number which will authorize the Contractor to proceed with the work and to then 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 is does not take away the contractors responsibility to maintain each site per contract specifications and to the satisfaction of the City.
6.02 Thirty days before the expiration of the contract, the Inspector may deem it necessary to conduct an exit inspection in order 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 cleaning.

6.03 If Contractor or his employees fails to perform in accordance with the terms and conditions of this contract, the Inspector will document the problems requiring correction on the "Landscape Maintenance Inspection Report" form, which will serve as written notice to the Contractor regarding said deficiencies. The Inspector may email the report which will service a notice of the rating and corrections required with the date and time stated on the email servicing as the 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 "unsatisfactory" rating for any areas within this contract; 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 cancel 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 a hundred and eighty (180) day period, the City may immediately terminate the contract without further notice. The warnings may not necessarily be for related deficiencies. The City may at this time and at its discretion, contract with another landscape Contractor or complete the work itself in order to affect the necessary repairs or required maintenance. Once the repairs or maintenance activities 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 money deducted from the contractor, in the amount required to correct the deficiencies. In the event of a termination due to Contractor’s lack of performance, the Contractor past work history will be used to evaluate if the Contractor is responsible for a period of one year. 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 may at the City’s option, be held liable and assessed for any and all costs associated with repair and/or to bring all contract sites to a state of good repair, to a satisfactory condition, and 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 - Minor damage such as bark loss from impact of mowing equipment shall be checked by the City Inspector. 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. **EMERGENCY AND COMPLAINT 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 affect such repairs.

8.02 All complaints shall be abated as soon as possible after notification; but in all cases within forty-eight (48) hours. The Inspector shall be notified immediately for any reason the complaint is not abated within the time specified and to the satisfaction of the Inspector. Failure to respond to and abate complaints or emergency calls shall result in further action which may include an unsatisfactory or failure to comply rating and deduction of monies owed the contractor.

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, in the MUTCD and the California Manual of Temporary Traffic Controls, (CMTTC) 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. On Primary Streets, as listed in section 2.07, the hours shall be 8:30 a.m. and 3:30 p.m. 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 employees to perform all work in accordance with the specifications set forth herein. All of the Contractor’s maintenance staff shall be supervised by a qualified supervisor in the employ of the Contractor.

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 advice 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 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.

11.05 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 shall remove all advertisements and election signs from the work site, including from utility poles and trees, regardless of size or type, each time site is serviced. Contact Inspector regarding wood signs installed in the ground by developers to advertise house sales prior to removal.
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 limit. 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 well groomed and broadleaf free during the term of this contract.

   a. Irrigation: shall be in compliance at all times with the City Water Ordinance NO. 2009-026.

   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. Use of an additional broadleaf herbicide application may be required by the Inspector 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. All such applications must be approved by the Inspector. 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 throughout 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.

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

17.07 Walkways, gutters and drains etc. shall be cleaned immediately following each mowing/edging. **The use of a mulching mower is required.**
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, flower beds, 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 not less than two (2) inches and not more than a six (6) inch 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 aeration 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 Overseeding 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 over seeded, 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, either a State Qualified Applicators License or Maintenance Gardener Applicators 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 a City authorized chemical use report, such as the State of California Monthly Summary to the Inspector’s office. The report shall include the Manufacturer and Name of Product Applied, the Total Product Used, the Number of Applications, Code, the Site Treated and the Acres/Square Foot Treated. Failure to submit this form will result in delay of payment. See Exhibit.

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 three (3) feet from the trunk of trees and away from the drip line 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 weeds over four (4) inches shall be cut to proper mowing height. **Use of a colored marker dye is mandatory for confirmation of pesticide application.**

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.

23.04 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.

23.05 All dead weeds must be removed within seven (7) days of application.

23.06 Weeds which reach a height of **4 inches** or more are unsatisfactory and may be required to be hand pulled. Chemical application starts at the gutter expansion joint, goes to the opposite expansion joint on medians or across the sidewalk to the sound wall.
Unimproved fields shall start at the gutter expansion joint, include the sidewalk and cover two (2) feet past back of walk.

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 including periods of inclement weather.

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

25. **LEAF REMOVAL**

25.01 Accumulation of leaves from landscaped areas, such as under plants, along curbs and next to fences/walls shall be removed each time site is serviced. Some sites may require additional leaf pick up and will be stated on the Performance Schedule. Contact the Inspector regarding leaf build up or pick up for large sites.

26. **TREE PRUNING AND CARE**

26.01 Tree pruning shall be performed with the intent of developing structurally sound trees with appearance typical of the species and proper safety clearance and access. All trees below fourteen (14') feet shall be inspected annually and pruned on a schedule. Tree pruning schedule shall include the list of each contract site, the month and week of the inspection and pruning. Notify the Inspector when the inspection and pruning is to start forty eight (48) hours prior to starting.

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 to a tree or hanging limbs that are above fourteen (14') feet to the Inspector immediately.

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

26.04 All trimmings and debris shall be removed and disposed of off site the same day. All pruning shall be done using 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 “lollipop-ling” will not be permitted unless specifically approved by the Inspector.

26.05 The Contractor shall provide replacement trees, at Contractor’s expense, if trees are “topped”

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 Contractor negligence and/or lack of proper horticultural care.

27.04 Materials:

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

   b. Tree ties maybe cinch ties or equal with UV inhibitors. 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 Removal of trees stakes shall be done by breaking stake below grade or pulling out stake and filling hole using top soil.

28. TREES – REPAIR WORK

28.01 Removal of trees with a diameter greater than three (3") inches D.B.H. (diameter breast high) shall be considered unscheduled / extra work.

28.02 All work above fourteen feet (14') will be done by the Urban Forest Division.

28.03 Trees with a height that exceeds fourteen (14) feet will be evaluated by the Urban Forest Division for corrective action should it be required.

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 top soil.

29. HEDGE, SHRUB AND VINE PRUNING AND CARE

29.01 Clearance on Hedges and Shrubs

a. Prune hedges and shrubs from top to bottom. They shall not exceed ten (10) 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. All dead shrubs shall be removed. Notify Inspector prior to removal.

c. 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, as measured from the roadway, 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.

d. Vines along walls shall be kept twelve (12) inches below the top of wall and pruned towards wall as to prevent vine separation from the wall. All pillar caps and fixed signs on wall shall be kept pruned for clear appearance at all times.

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 for the contract once started unless authorized by the Inspector.
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 Pre-emergent and herbicides shall be used to control weeds in all landscaped areas. Contact the Inspector with any alternative methods of weed control to reduce chemical applications.

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 irrigation under this contract shall meet the requirements set forth in the City's Water Conservation Ordinance, Article XI of Chapter 13.04. See EXHIBIT “B”

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. Hoses, nozzles and sprinklers for hand watering shall be provided by the Contractor. All manual irrigation operations including testing shall be done Tuesday through Friday from 7 a.m. to 10:00 a.m. unless it’s on a Primary road. On Primary Roads, shall be done between 8:30 a.m. and 10:00 a.m. 

31.05 Per the Water Conservation Ordinance, all controllers shall be scheduled to conform to the odd/even days for watering. North of Hwy 80 Freeway sides shall be considered odd numbered addresses and shall be watered on Tuesday, Thursday and Saturday. South of the Hwy 80 Freeway are considered even numbered addresses and shall be watered on Wednesday, Friday and Sunday. No watering is allowed on Mondays.
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. From the controller, set each station and check all components of the system every two weeks. Maintain controller so stations run in sequence. Failure to test irrigation may result in and unsatisfactory or failure to comply rating.

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.

f. The inside of the booster pump enclosure shall be cleaned once every six (6) months for spiders, mice, webs and debris. Booster pump filter shall be cleaned or replaced, with Inspector approval, every six (6) months.

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 Irrigation Repair

a. All irrigation component –Upon Approval of the Inspector, the actual repair and/or replacement of irrigation parts shall be done according to the Irrigation Technician rate and the Mark up percentage specified in Items 2 and 4 of Attachment A3 – Repair Crew Rates”.

32.04 Upon request by the Inspector, copies of receipts for materials and/or parts shall be turned in monthly to the Inspector’s office. Highlight materials used on City contract.

33. **MAINTENANCE SCHEDULES**

The Contractor shall submit the following schedules fourteen (14) work days 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). Schedule shall include irrigation testing day of the week and approximate time irrigation test will be in progress.

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 most be called into the Inspector by 7:30 a.m. the morning of the change.
## ATTACHMENT A1

### SAMPLE --- MAINTENANCE PERFORMANCE SCHEDULE

### MAINTENANCE PERFORMANCE SCHEDULE

<table>
<thead>
<tr>
<th>MINIMUM REQUIREMENTS</th>
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<tbody>
<tr>
<td>SITE NAME:</td>
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<tr>
<td>AREA SIZE:</td>
</tr>
<tr>
<td>SQ. FT.</td>
</tr>
<tr>
<td>ACRES:</td>
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<tr>
<td>LOCATION:</td>
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<table>
<thead>
<tr>
<th>BI</th>
<th>DAILY</th>
<th>WEEKLY</th>
<th>WEEKLY</th>
<th>2X-MO.</th>
<th>MTHLY</th>
<th>QTRLY</th>
<th>X-YR</th>
<th>AS REQ.</th>
<th>COMMENTS</th>
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</table>

- SITE SERVICED
- INSPECT. MEETING

### LAWN

- FERTILIZER
- AERATING
- RESEEDING
- CHEMICAL EDGE
- MECH EDGE

### GROUND COVER

- FERTILIZER
- WINTER MOW

### SHRUBS

- FERTILIZER
- PRUNE

### TREES

- FERTILIZER
- PRUNE

### LEAF PICKUP

### WEED CONTROL

Each time site is serviced, all litter/debris shall be removed, trees re-staked as needed, pot holes filled, and pest/weed control scheduled or done. All safety hazards corrected and visual signs of irrigation problems examined and scheduled for repair.
ATTACHMENT A2

LANDSCAPE MAINTENANCE INSPECTION REPORT

SAMPLE — INSPECTION REPORT USED BY THE DEPARTMENT OF TRANSPORTATION. INCLUDES RATING SCALE.

<table>
<thead>
<tr>
<th>SITE</th>
<th>OVERALL</th>
<th>SAFETY</th>
<th>MOW/EDGE</th>
<th>IRRIGATION</th>
<th>LITTER</th>
<th>SHRUBS</th>
<th>GND COVER</th>
<th>WATERING</th>
<th>WEED PEST</th>
<th>PRUNING</th>
<th>STAKING</th>
<th>LEAVES</th>
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</table>

COMMENTS:

E — EXCELLENT
N — NEEDS IMPROVEMENT
U — UNSATISFACTORY
F — FAILURE TO COMPLY

CONTRACTOR:_________________________

INSPECTOR:_________________________
ATTACHMENT A3

SAMPLE--REPAIR WORK--- CREW RATES
City of Sacramento

REPAIR CREW RATES

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

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

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 REPAIR 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) $______________

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. plant and tree Crew $______________ per hour replacement, special cleanups, special pruning

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 and sprinkler replacement.

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.

RATE IS TO NOT EXCEED 1 AND ½ TIMES TECHNICIAN RATE $______________ 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.

PUT (TOTAL) FROM THIS PAGE ON THE PRICING SCHEDULE PAGE WHERE INDICATED
ATTACHMENT A4

SAMPLE --APPROVED MONTHLY PESTICIDE USE REPORT
**STATE OF CALIFORNIA**

**SUMMARY PESTICIDE USE REPORT**

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

<table>
<thead>
<tr>
<th>OPERATOR (FIRM NAME)</th>
<th>ADDRESS</th>
<th>CITY</th>
<th>ZIP CODE</th>
<th>PHONE NUMBER</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>OPERATOR PERMIT NUMBER</th>
<th>LICENSE NUMBER</th>
<th>COUNTY WHERE APPLIED</th>
<th>COUNTY NUMBER</th>
<th>MONTH YEAR OF USE</th>
<th>TOTAL NUMBER OF APPLICATIONS</th>
</tr>
</thead>
</table>

1. Complete Columns A, B, C, and D for All Users

2. Complete Column E by Using One of the Following Codes
   - Code 40: Structural Pest Control
   - Code 45: Right-of-Way Pest Control
   - Code 50: Public Health Pest Control
   - Code 60: Vermin Pest Control
   - Code 91: Commodity Fumigation (Nonfood/Nonfeed)
   - Code 100: Regulatory Pest Control

3. Complete Columns F and G, if Use Does not Fit one of the Above Codes

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANUFACTURER AND NAME OF PRODUCT APPLIED</td>
<td>EPA/California Registration Number from Label</td>
<td>Total Product Used (Code One Unit of Measure)</td>
<td>Number of Applications</td>
<td>Code</td>
<td>Commodity or Site Treated</td>
<td>Acres/Units Treated</td>
</tr>
<tr>
<td>LB</td>
<td>OZ</td>
<td>PT</td>
<td>QT</td>
<td>GA</td>
<td>LB</td>
<td>OZ</td>
</tr>
</tbody>
</table>

REPORT PREPARED BY __________________________ DATE ____________
## LANDSCAPE MAINTENANCE WORK REQUEST

<table>
<thead>
<tr>
<th>Contractor:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Title:</td>
<td>Site Name:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION OF WORK</th>
<th>Material Cost</th>
<th>Crew Hours at $_____ per hour</th>
<th>Total</th>
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<tr>
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</table>

Total

Contractor's Signature:

This form is to be submitted with your Streetscapes inspector within 48 hours of quote request. Upon receipt your firm will be issued a Work Order authorizing the work can be performed and invoiced.
EXHIBIT "B"

WATER CONSERVATION ORDINANCE
NO. 2009-026
Sacramento City Code
Title 13 Public Services
Chapter 13.04 Water Service System

Article XI. Outdoor Water Conservation
13.04.830 Legislative intent.

The city council finds and determines:

A. To prevent waste and ensure reasonable use of water supplied by the city water distribution system, it is necessary and desirable to enact certain limitations to promote water conservation by city customers.

B. These limitations should be focused on outdoor water use, because the maximum demands for water from the city’s water distribution system occur during the summer months, with outdoor irrigation use exceeding all other demands.

C. Water use limitations should be designed to promote the use of drip irrigation and other low volume irrigation methods that reduce outdoor water use by applying water more efficiently than traditional irrigation methods.

D. Reduction of water use through water conservation protects and promotes the public health, safety and welfare by conserving a vital resource that is subject to ever-increasing demands.

E. Reduction of water demands through water conservation will reduce the per capita amount of water used by city customers, and also will reduce the city’s costs for electrical energy, equipment and chemicals utilized to pump and treat water supplied to the city water distribution system.

F. By reducing the use of electrical energy, equipment and chemicals, the reduction of water demands through water conservation also protects and promotes the public health, safety and welfare by reducing greenhouse gas emissions associated with the production and transport of electrical energy, equipment and chemicals. (Ord. 2009-050 § 1; Ord. 2009-026 § 1)

13.04.840 Definitions.

When used in this article, the following words or phrases shall have the meanings set forth below:

"City water" means any water delivered by the city’s water distribution system.

"Integrated pest management" means a pest control methodology that utilizes a variety of complementary strategies to significantly reduce or eliminate the use of pesticides while at the same time managing pest populations at an acceptable level.

"Low volume irrigation system" means any irrigation system that applies irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers with a flow rate measured in gallons per hour, and that is designed to apply small volumes of water slowly at or near the root zone of plants. This includes but is not limited to properly functioning drip irrigation systems and soaker hoses.

"New landscaping" means any lawn, plants or other landscaping planted after the effective date of the ordinance adopting this section.

"Water waste runoff" means water flowing away from property in any gutter, ditch or other manner over the surface of the ground due to excessive application of city water. (Ord. 2009-050 § 1; Ord. 2009-026 § 1)

13.04.850 Substandard water fixtures prohibited.

No person shall cause or allow any city water to be wasted due to leaky or faulty water lines, hoses, fixtures or other water using or distributing devices, unless such person shall have first obtained the written consent of the director to do so. (Ord. 2009-050 § 1; Ord. 2009-026 § 1)
13.04.860 Water runoff prohibited.

No person shall knowingly or willingly cause or allow any city water applied to any landscaping, including new landscaping, or used for any other irrigation purposes, to flow away as water waste runoff from property owned or occupied by such person. (Ord. 2009-050 § 1; Ord. 2009-026 § 1)

13.04.870 Outdoor conservation of water.

A. No person shall use, or cause to be used, any city water for the purpose of washing down sidewalks, driveways, or parking areas except to alleviate immediate fire, health or sanitation hazards, or to implement an integrated pest management program, unless the director provides prior written consent.

B. No person shall use, or cause to be used, any city water through a hose for the purpose of washing a vehicle unless:

1. The hose is equipped with an automatic shut-off nozzle attachment, and the attachment is being used to shut off the flow of water at all times when the hose is not being used to wash the vehicle; and

2. The vehicle washing is conducted on a day of the week when outdoor irrigation is permitted for the street address where the vehicle is being washed, as specified in this section.

This subsection shall not apply to commercial car washing businesses.

C. Beginning on the day that daylight savings time begins, and extending until the day before daylight savings time ends:

1. No person shall use, or cause to be used, any city water for landscape irrigation between the hours of ten a.m. and seven p.m., unless the director provides prior written consent to a different time limitation.

2. Residential and commercial locations bearing a street address ending in an odd number shall be permitted to irrigate with city water only on Tuesday, Thursday and Saturday, and locations bearing a street address ending in an even number shall be permitted to irrigate with city water only on Wednesday, Friday and Sunday, unless the director provides prior written consent to a different irrigation pattern.

3. No landscape irrigation shall be allowed on Mondays.

D. Beginning on the day that daylight savings time ends, and extending until the day before daylight savings time begins, all residential and commercial locations shall be permitted to irrigate with city water only on Saturday or Sunday, and landscape irrigation shall be prohibited on any other days of the week, unless the director provides prior written consent to a different irrigation pattern.

E. The limitations specified in subsections C and D shall not apply to landscape irrigation using a low volume irrigation system, nor to the irrigation of container plants, nor to the irrigation of new landscaping that is subject to the provisions of Section 13.04.880.

F. References in this article to any day of the week shall mean the period beginning at twelve a.m. on that day and ending twenty-four (24) hours later.

G. Upon declaration of a water shortage, the city council may impose revised and/or additional limitations on outdoor water use, as specified in Section 13.04.910, and no person shall use, or cause to be used, city water in violation of such limitations while the water shortage remains in effect. (Ord. 2009-050 § 1; Ord. 2009-026 § 1)

13.04.880 New landscaping.

The following regulations shall apply to the use of city water to irrigate new landscaping:

A. Irrigation of new landscaping shall be allowed on any day of the week for a period of twenty-one
(21) days after the new landscaping is planted, unless the director provides prior written consent to extend this time period based on plant type and the season when the new landscaping is planted.

B. Any irrigation of new landscaping after expiration of the time period specified in subsection A, and any irrigation of existing landscaping adjacent to the new landscaping, shall be subject to the limitations specified in Section 13.04.870.

C. Upon declaration of a water shortage, the city council may impose revised and/or additional limitations on the irrigation of new landscaping, as specified in Section 13.04.910, and no person shall use, or cause to be used, city water in violation of such limitations while the water shortage remains in effect. (Ord. 2009-050 § 1; Ord. 2009-026 § 1)

13.04.880 Penalties for violation.

A. The following penalties shall be imposed for violation of any of the provisions of Sections 13.04.850 through 13.04.880, inclusive. Any violations occurring on separate calendar days shall be considered separate violations.

1. First Violation During Any Twelve (12) Month Period. No penalty shall be imposed, but a written notice describing the violation and the penalties for subsequent violations shall be issued to the owner and the occupant (if different than the owner) of the premises where the violation occurred.

2. Second Violation During Any Twelve (12) Month Period. A written notice describing the violation and the penalty shall be issued to the owner and the occupant (if different than the owner) of the premises where the violation occurred. A penalty of twenty-five dollars ($25.00) shall be imposed, but this penalty shall be waived if the owner of the premises where the violation occurred, or the occupant (if different than the owner, and the occupant committed the violation), attends a water conservation seminar offered by the department within sixty (60) days after the date of the penalty notice; provided that only one such penalty waiver shall be allowed for the premises within any twenty-four (24) month period.

3. Third Violation During Any Twelve (12) Month Period. A written notice describing the violation and the penalty shall be issued to the owner and the occupant (if different than the owner) of the premises where the violation occurred. A penalty of one hundred dollars ($100.00) shall be imposed.

4. Fourth Violation and Any Successive Violations During Any Twelve (12) Month Period. A written notice describing the violation and the penalty shall be issued to the owner and the occupant (if different than the owner) of the premises where the violation occurred. A penalty of five hundred dollars ($500.00) shall be imposed.

B. The written notices specified in subsection A also shall provide notice of the right to appeal pursuant to Section 13.04.900 and shall specify the address where the notice of appeal shall be filed.

C. The penalties specified in subsection A shall be imposed on the owner of the premises where the violation occurs regardless of whether the violation is committed by the owner of the premises or any other person.

D. Upon declaration of a water shortage by the city council, as specified in Section 13.04.910, the penalty amounts specified in subsection A shall be doubled while the water shortage remains in effect.

E. The violation of any of the provisions of Sections 13.04.850 through 13.04.880, Inclusive, also shall be deemed to constitute a public nuisance, subject to abatement in accordance with the provisions of Chapter 8.04 of this code, as applicable.

F. The foregoing provisions are cumulative and in addition to any other remedies or penalties authorized or imposed under any other provision of this code, including but not limited to Section 13.04.270, or any other applicable law or regulation. The provisions of this article may be enforced by the department or by the department of code enforcement. (Ord. 2009-050 § 1; Ord. 2009-026 § 1)
13.04.900 Appeal.

A. The owner or occupant of the premises where the violation occurred may appeal a notice of violation issued under Section 13.04.890(A) to the director for review and determination, by filing a written notice of appeal with the director not later than thirty (30) days after the notice of violation is issued. Such notice of appeal shall specify the grounds for appeal and shall provide the appellant’s address and telephone number, with a statement that the appellant agrees to accept service at such address of the written notice of the time and place of the appeal hearing and the determination of the director or the director’s designee.

B. Upon receipt of a timely notice of appeal, the director or the director’s designee shall set the matter for an informal hearing at the earliest practical date. Not less than seven days prior to the date of hearing, the director or the director’s designee shall provide written notice of the hearing to the appellant. At the hearing, the director or the director’s designee shall hear any relevant evidence presented by the appellant or department staff, and may uphold, modify or rescind the notice of violation, including the penalty imposed by the notice of violation, if any. The person filing the appeal shall be provided written notice of the determination of the director or the director’s designee, which shall be the city’s final administrative determination of the matter.

C. The failure of the owner or occupant of the premises where the violation occurred to file a timely notice of appeal in accordance with the provisions of this section shall constitute an irrevocable waiver of the right to appeal and a failure to exhaust the owner’s and occupant’s administrative remedies with regard to the notice of violation.

D. Upon determination after appeal by the director or the director’s designee that a penalty shall be imposed, or upon issuance of a notice of violation and penalty and expiration of the appeal period specified in subsection A with no notice of appeal being filed, the penalty amount shall be included on the bill for water service provided to the premises where the violation occurred and shall be collected in accordance with the provisions of Chapter 13.12 of this code. Any penalties collected shall be used by the department to fund water conservation programs. (Ord. 2009-050 § 1; Ord. 2009-026 § 1)

13.04.910 Declaration of water shortage.

In response to any condition necessitating increased water conservation, such as a water shortage due to drought, natural disaster or other reduction of water supply availability, or as may otherwise be required to protect the public health, safety and welfare, the city council may by resolution declare the existence of a water shortage and impose revised and/or additional limitations and time restrictions on outdoor water use while the water shortage remains in effect, and no person shall use, or cause to be used, city water in violation of such limitations or restrictions while the water shortage remains in effect. Unless the resolution specifies an ending date, the declaration of water shortage shall remain in effect until rescinded or otherwise modified by subsequent resolution of the city council. (Ord. 2009-050 § 1; Ord. 2009-026 § 1)

13.04.920 Access to customer premises—Compliance.

A. A customer receiving city water service shall provide the department’s employees and/or contractors access to and use of the premises where city water service is received as may be required by the city’s employees or contractors to determine whether there is any violation of any of the provisions of Sections 13.04.850 through 13.04.880, inclusive, or to abate any violation thereof. If the customer refuses to allow such access, the city may seek authorization from any court of competent jurisdiction for such access and abatement.

B. Compliance with the provisions of this article shall be a condition of the customer receiving or continuing to receive city water service. (Ord. 2009-050 § 1; Ord. 2009-026 § 1)

13.04.930 Fire and other emergencies.

Nothing in this article shall be construed to apply to the use of city water for purposes of extinguishing fire or any other similar emergency. (Ord. 2009-050 § 1; Ord. 2009-026 § 1)
13.04.940 Consent of director.

Whenever in this article a person is authorized to obtain the consent of the director to perform an act otherwise prohibited, the director may give consent on such conditions as the director may specify, and the director shall give such consent only where the director determines:

A. There is no practical alternative manner in which the person may accomplish the desired result; and

B. The desired result is of substantial importance when compared with the importance of conserving water resources as set forth in this article. (Ord. 2009-050 § 1; Ord. 2009-026 § 1)

13.04.950 City water use.

The City of Sacramento, and its officers, employees, and agents when acting in the course and scope of their employment, shall be exempt from the provisions of this article; provided, however, that the city manager shall promulgate administrative regulations governing water use by the city, and its officers, employees, and agents, as may be necessary for the city to achieve the conservation of water resources equal to or greater than the level of conservation achieved by the city's water service customers. (Ord. 2009-050 § 1; Ord. 2009-026 § 1)
EXHIBIT “C”

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 storm water 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 storm water 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 and 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
Exhibit “C” Integrated Pest Management
Page 2 of 3

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.

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 LS010.

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
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.
Contractor Size

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

Subcontract Amount

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

Subcontractor Size

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

Payment of Living Wage to Covered Employees

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

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

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

2. The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

² A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.
Exhibit “D” Living Wage Requirements
Page 3 of 6

(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.

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

The minimum compensation required is as follows:

(1) If health benefits are provided to Covered Employees and the Covered Employer’s contribution for the benefits is at least $1.61 for each hour, then the rates are as follows:

Effective February 24, 2010, employees minimum wage rate shall be $10.72 per hour.

(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 $1.61 for each hour, then the rates are as follows:

Effective February 24, 2010, the covered employees minimum wage rate shall be $12.33 per hour.

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 $10.72 an hour with health benefits and $12.33 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.

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

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

Other Provisions of the LWO

Use of Funds Paid Under City Contracts

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

No Reduction in Non-Wage Benefits

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

No Retaliation

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

No Reduction in Collective-Bargaining Wage Rates

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

Violations and Monitoring

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

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

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the City, on or after March 1, 2004, is required to provide the City with a signed Declaration of Compliance in the form 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.

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 contract, 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
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

Name of Contractor

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:

Attachment A

Page 1 of 4
DECLARATION OF COMPLIANCE

Equal Benefits Ordinance

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).
DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

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.

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.
DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

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
- Vacation
- Travel benefits
- Any other benefits given to employees

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

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

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

City of Sacramento  
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):

I. 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.

II. 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.

III. Gutter flow lines are to be kept unimpeded and free of soil, debris and construction materials at all times.

IV. Stabilized construction entrance at any soil to concrete/asphalt interface used by Contractor vehicles and equipment.

V. Silt fences, fiber rolls or approved equal at any soil to concrete/asphalt interface at which soil may be washed onto the concrete/asphalt.

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

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

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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 35th 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-submitted to the Engineer.
3. Enforcement
Per City Code Sections 15.86, 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.

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

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

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

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

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

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

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

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

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

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

12.20.020 Closure of streets for work—Traffic control plan.

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

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

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

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

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

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

B. Upon receiving a complete proposed traffic control plan, the director shall either approve, approve with modifications or disapprove the plan.
C. If the work to be performed under the approved traffic control plan is not commenced and completed within the times specified in the plan, the plan shall be deemed to have expired, and shall be void, and a new plan shall be required prior to commencing or continuing work. (Ord. 2002-004 § 3, 2002: Ord. 98-002 § 2 (part); prior code § 25.04.069-2)

12.20.040 Maintenance of construction areas.
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.
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.
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.
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.

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).
   c. Section 12.20.020(G).

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.

3. 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.

4. 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 contract, and pursue all available legal and equitable remedies.

5. 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: __________________________

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EXHIBIT "I"
CERTIFICATION OF ENVIRONMENTALLY PREFERABLE PRODUCTS

The Contractor, by accepting this contract, agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications provided in this solicitation, and/or Purchase Order, in support of its Sustainable purchasing (SP) initiative.

The Contractor, by accepting this contract, agrees that its products and services do not contain any prohibited items, ingredients or components delineated in the City of Sacramento Landscape Maintenance Specifications and Provisions, referred to as LS10.

The City of Sacramento may terminate this contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the SP attributes required under this contract.

Certification

I, ___________________________ (name of certifier), as the officer or employee responsible for the performance of this contract, hereby certify that the deliverables associated with this contract meet the minimum SP/EPP attributes outlined in the Purchase order, solicitation's specifications and ____________________'s bid or proposal.

Name of Contractor/Bidder/Offeror: ________________________________

Address: ______________________________________________________

PO/Bid/Contract # ______________________________________________

Print name and Signature of Bidder or Offeror

______________________________________________________________

Date: ___________________________________________________________________________
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.

California Manual of Temporary Traffic Control Handbook can be purchase at safety, sign and barricade businesses in Sacramento.