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CITY OF SACRAMENTO

CITY MANAGER'S OFFICE
RECEIVED
JUN 22 1981

DEPARTMENT OF FINANCE
DIVISION OF PURCHASING

800 TENTH STREET
SUITE 3

SACRAMENTO, CA 95814
TELEPHONE (916) 449-5342

HOWARD F. ISHIDA
PURCHASING AGENT

June 22, 1981

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Recommendation to Adopt Specifications

SUMMARY

Attached is a listing of a proposal with specifications for furnishing services to be used by the department as indicated.

RECOMMENDATION

It is recommended that the City Council adopt the specifications and that bids be called for the date shown.

Respectfully Submitted,

Howard F. Ishida
Howard F. Ishida
Purchasing Agent

Recommendation Approved:

Walter J. Stipe
Walter J. Stipe, City Manager

HFI:jc
1 Attachment

Districts 1 & 6
June 30, 1981

APPROVED
BY THE CITY COUNCIL

JUN 30 1981

OFFICE OF THE
CITY CLERK

<u>Bid No.</u>	<u>Description</u>	<u>Estimated Cost</u>	<u>Bid Date</u>
414	Landscape Maintenance Services at the American River Water Treatment Plant and the Sacramento River Water Treatment Plant to be used by the Water and Sewer Division during the period July 1, 1981, or date of award if subsequent thereto, through December 31, 1981.	\$65,000.00	July 21, 1981

APPROVED
BY THE CITY COUNCIL

JUN 30 1981

OFFICE OF THE
CITY CLERK

**BID TO THE
CITY OF SACRAMENTO, CALIFORNIA
PURCHASING DIVISION**

**BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 308, CITY HALL
PRIOR TO 10:30 A.M., TUESDAY
JULY 21, 1981**

FOR: LANDSCAPE MAINTENANCE SERVICES

BID NO: 414

Name of Bidder _____ Telephone _____

Type of Business: Corporation, Co-partnership, Individual doing business under his own name,
 Individual doing business using a firm name.

Business Address: _____
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and / or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

Typed or Printed Name and Title: _____

Signature _____

Address (If different than above business address) _____

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)

1. An individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your own name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary," (or other title).

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required No Yes Amount _____

Received: Cash Cashiers or Certified Check Surety Bond

City Clerk/Purchasing Agent

Approved as to form and legality

City Attorney

APPROVED
BY THE CITY COUNCIL

JUN 30 1981

OFFICE OF THE
CITY CLERK

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

NO BID IS IN LEGAL FORM UNLESS THE FOLLOWING INSTRUCTIONS ARE FULLY COMPLIED WITH

1. Bid must be submitted on this printed bid form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by cash, cashier's or certified check, or by surety bond.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. **Faithful Performance Bond.** The successful bidder will will not be required to submit a faithful performance bond, in a form approved by the city attorney, in the amount of 100% of contract price.
11. **Cash Discounts.** Cash discounts offered for payment in less than ten (10) days will not be considered as a basis of award. Cash discounts offered for payment in ten (10) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 - Eye Street, Sacramento, California, at ~~10:30~~ ^{10:30} a.m., July 21, 1981. (Bids must be submitted prior to ~~10:00~~ ^{10:30} a.m.)
13. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the city to reject all bids, as it may deem proper. The time for awarding a contract may be extended an additional thirty (30) days, at the sole discretion of the City, if required to evaluate bids or for such other purpose as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.102)

In addition to the above considerations, the City will also consider which bids will result in receipt by the City of sales or use tax under the Provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Article III of Chapter 41 of the Sacramento City Code and shall deduct the amount of such sales or use tax which will be received from any such bid. (Ordinance No. 4064)

THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

BIDDING SHEET FOR LANDSCAPE MAINTENANCE SERVICES

For furnishing to the City of Sacramento landscape maintenance services for various City-owned facilities in accordance with the following provisions and attached specifications and drawings.

Item #1

Provide landscape maintenance services for the following City-owned facilities:

- | | |
|---|----------------------------|
| | <u>Bid Price Per Month</u> |
| A. American River Water Treatment Plant, 1301 Jed Smith Drive, Sacramento, CA | \$ _____ |
| B. Sacramento River Water Treatment Plant, 101 Bercut Drive, Sacramento, CA | \$ _____ |

Item #2

	<u>Bid Price Per Hour</u>
Provide on-call irrigation repair services, as required to repair leaks or other sprinkler malfunctions. The total hourly rate quoted should include all necessary transportation and equipment costs.	\$ _____

Item #3

	<u>Bid Price Per Hour</u>
Provide on-call gardening services, as required, to remove and replace dead plant materials (e.g., trees, shrubs, groundcovers, turf, etc.) and to repair any vandalized areas. The total hourly rate quoted should include all necessary transportation and equipment costs.	\$ _____

Item #4

	<u>Percentage Increase Over Cost</u>
In the event services described in Item #'s 2 and 3 are required, bidders are required to quote the percentage increase over their cost for materials required to complete any necessary repairs/replacements.	_____ %

Item #5

In the event overtime is required for the hourly services described above in Item #'s 2 and 3, the overtime rate shall be computed at the rate of _____ times the hourly rate.

Hourly/Monthly Rates

The hourly/monthly rates quoted above shall include all wages, payroll taxes, fringe benefits, insurance, transportation, equipment, materials, supplies, overhead and profit. The basic hourly rate paid to each employee shall be equal to or greater than the general prevailing rate of wages for similar work in Sacramento County.

Site Visit

All interested bidders are urged to visit the areas where the services are to be performed and familiarize themselves with all conditions that may affect the time or cost of performance. Failure to ascertain such conditions shall not be the basis of any subsequent claim or contract modification.

Award

The City of Sacramento reserves the right to make an award on any part of an item, any item, group of items or in the aggregate to that/those lowest responsible bidder(s) whose proposal(s) is/are most responsive to the needs of the City.

BIDDING SHEET FOR LANDSCAPE MAINTENANCE SERVICES - continued

Prompt Payment Discount

Cash discount of _____% for payment within _____ calendar days which will be computed from the date services are rendered or the date a proper invoice is received, whichever is later.

Invoicing and Payment

Payment for services rendered and accepted will be made monthly, in arrears, after receipt of a proper invoice. All invoices must be supported by copies of personnel time records and material purchase receipts as approved by the City Landscape Inspector.

General Provisions

The attached General Provisions, 1 through 5, are hereby made a part of this request for bids and any resultant contract(s).

Contract Period

Any contract(s) resulting from this proposal shall be effective July 1, 1981, or from date of award if subsequent thereto, through December 31, 1981.

BIDDER'S NAME: _____

DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR PROPOSAL

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

SPECIFICATIONS FOR LANDSCAPE MAINTENANCE SERVICES

Scope

Work to be performed comprises general horticultural maintenance, irrigation and cleanup of landscape areas as designated in the attached list of locations and, when necessary, repairs to vandalism, irrigation systems and replacement of plant materials. Requirements vary by location depending upon the landscaping present. A standard check list detailing maintenance tasks and frequency of required task performance is provided for each location. Where the listing on the standard sheet is not applicable (for example, the lawn care check list at a location which has no lawns), the frequency of task performance will be marked "N/A." No irrigation or vandalism repairs or plant material replacements are to be made without prior approval of the Director of Community Services of the City of Sacramento or his designated representative, hereinafter called the Landscape Inspector.

The work is to be performed by a landscape maintenance contractor, licensed, insured and bonded to do business in the City of Sacramento. Contractor shall be aware of and shall comply with City ordinances governing landscape maintenance work and traffic control regulations during work, as applicable to individual locations being maintained. Contractor shall furnish all labor, materials and equipment necessary to perform the work described herein in strict accordance with these specifications and subject to the terms and conditions of the contract.

Description of Work

A general work performance and frequency check list is provided for each location. Individual maintenance activities shall conform to the following standards:

1. WORKMANSHIP

All materials and workmanship shall be of quality equal or superior to similar work performed by City employees. Work shall be subject to inspection prior to payment being authorized. Work shall be conducted in such a manner as to least interfere with operation and public usage of the landscaped facilities and adjacent sidewalks and streets.

2. SAFETY

Safety requirements: All services, supplies and equipment must comply with the California State Division of Industrial Safety Orders and O.S.H.A. Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable regulations of the State Department of Industrial Relations.

3. MOWING

Turf shall be mowed to maintain a uniform height of no more than 1½ inches. This will require weekly mowing except for the period of November 1 through February 15, during which time mowing will be required every two weeks, depending upon growing conditions. Papers, rubbish and debris shall be removed by the Contractor prior to mowing.

4. EDGING

All lawns shall be edged weekly along paved areas and curbs, except the period between November 1 and February 15, during which time edging shall be performed as needed. Trimming around sprinkler heads shall be done as necessary to provide maximum water coverage and sprinkler operation. String edgers shall be used as needed around poles and other objects.

5. POLICING

- a. All areas shall be kept free of all litter, including cans, bottles, paper, leaves, broken glass or other debris. Planting areas in addition to the above shall be kept free of trimmings and grass cuttings. This will require a thorough policing of the areas at least one (1) time a week (day of week must be approved by Landscape Inspector). Use of air blowers in beds coupled with adjacent sweeping is encouraged. Use of vacuums for sweeping is acceptable. Any rubbish or debris shall be disposed of by the Contractor.
- b. Where the Department of Community Services provides trash receptacles, the Contractor shall be responsible to empty these containers and to properly dispose of the contents off the site. No provision will be made by the City for storage or hauling of debris, trash or trimmings. Contractor shall clean the area and haul away all debris, trash or trimmings on frequency as specified for each site, and dispose of same at his expense. The Landscape Inspector will specify frequency, which varies seasonally.
- c. Sidewalks shall be policed at least one (1) time weekly and shall be cleaned thoroughly by hosing once a week except during freezing weather. All plant growth shall be prevented in cracks, curbs, gutters or along paved areas.

6. SHRUB BEDS

- a. Cultivate areas four (4) times per year except camellia and azalea beds shall be cultivated only in the specific manner and locations as directed by the Landscape Inspector.
- b. Keep areas free of weeds, rocks, glass, leaves, debris, etc. at all times.

7. GROUND COVER BEDS

Ground cover beds shall be kept free of weeds and trash. The ground cover shall be cut back to a height of four (4) inches during the month of March, if needed, as directed by the Landscape Inspector.

Ground cover shall be trimmed to prevent growth onto sidewalks and curbs. All cuttings shall be removed.

8. WATERING

- a. Watering shall be performed as directed by the Landscape Inspector to maintain proper growth in all areas, except for the period of November 1 through February 15. Watering during this period will be dictated by weather conditions. Watering shall be done at hours to insure that inconvenience to persons using the area will be at a minimum. Watering

shall be controlled to prevent excessive run-off, ponding and overwatering.

- b. All sprinklers and controllers shall be checked at least weekly for proper operation. Adjustments shall be the responsibility of contractor. Contractor shall set and program automatic controllers for seasonal water requirements.
- c. 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. Use of mulches to reduce evaporation and frequency of watering the shrub beds is acceptable.
- d. Repairs to irrigation systems may become necessary during the life of the contract. Such repairs must be authorized in advance by the Landscape Inspector. Contractor shall provide the repair service at hourly rates as bid for labor and equipment, and materials at cost plus percentage as bid. Billings for repair service are subject to approval of the Landscape Inspector.

9. FERTILIZATION

Fertilizer shall be homogenized pellet type, of composition containing 16% nitrogen, 6% phosphorous and 8% potassium by weight. Each application shall be at a rate of one (1) pound of actual nitrogen per one thousand (1,000) square feet of area fertilized. Fertilizer shall be applied to lawns two (2) times per year, once each in the months of April and October. Fertilization of shrub areas will be one time per year in April at the rate of ½ pound of actual nitrogen per one thousand (1,000) square feet of area of area fertilized. Fertilizer composition will be the same as used on lawns.

10. AERIFICATION

All turfed areas shall be aerified within three days prior to applications of fertilizer, two times per year--in April and September. A coring tine shall be used and all sprinkler heads must be staked prior to aerification. Contractor shall provide all materials, equipment and labor.

11. PESTICIDES AND WEED CONTROL

Upon approval of Landscape Inspector, a pesticide program for the control and/or the elimination of weeds, fungus, insects, and rodents shall be applied as needed. Any pesticides used must be on the State Department of Agriculture's approved list and approved by the Landscape Inspector.

Contractor shall provide appropriate permits and licenses before any pesticides are used. The Landscape Inspector shall be notified one week prior to expected date of application of any pesticides.

Pesticides must be brought to the work site in the original manufacturer's container, properly labeled with guarantee analysis. All

spraying shall be done with extreme care to avoid any hazard to any person or pet in the area or adjacent areas, or any property damage.

Lawns shall be kept reasonably free of weeds. Weeding may be done manually or by use of selective weed killers. Extreme caution not to damage any other plants shall be observed if selective weed killers are used. If spraying is done, it shall only be done at times when there is no wind.

Insects and diseases shall be controlled by the use of approved insecticides and fungicides.

Shrub beds, groundcovers and bare soil areas shall be kept free of weeds and bermuda grass by use of appropriate chemical sprays or manual cultivation.

12. HAZARDS, VANDALISM AND PLANT REPLACEMENT

Any hazards or acts of vandalism shall be reported immediately to the Landscape Inspector. Hazards such as broken tree limbs, broken benches, pot holes in grounds, standing water, ropes tied to tree limbs, excavations and unsecured material (such as wood, wire, metal, etc.), may be appropriately remedied by the Contractor after notification has been submitted to the Landscape Inspector if permission is obtained. Contractor shall, upon authorization, provide a plant material replacement service at hourly rate as bid for labor, equipment and materials at cost plus percentage as bid.

13. PRUNING AND STAKING

This section shall apply to all hedges, shrubs and trees up to a height of fifteen (15) feet. They shall be pruned to insure proper growth and control as directed by the Landscape Inspector.

- a. All pruning shall be done by qualified professional personnel using recognized and approved methods and techniques. Excessive pruning or stubbing back will not be permitted, and no more than four (4) prunings per year of any plant shall be required. All pruning cuts shall be made flush. They shall be cleanly cut with no tearing of the bark. Shearing of shrubs and ground cover will not be permitted unless specifically approved by the Landscape Inspector.
- b. Pruning of trees and shrubs shall be done as needed to achieve the following: (1) to shape, particularly to correct misshaping caused by the winds, (2) to raise the lower branches of trees above head height wherever they overhang walks, (3) to cut back shrubs where they encroach on the walks and the paved areas, (4) to cut back branches that are rubbing on walks, fences and buildings, (5) to remove suckers, water-spouts and other undesirable growth on trees, and (6) to remove all dead or damaged branches.

- c. Young trees shall be pruned to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached, which have vertical spacing of from 18 to 48 inches and radial orientation so as not to overlay one another. Under no circumstances will stripping of lower branches ("raising up") of young trees be permitted. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper trunk growth (tapered trunk). Lower branches can be cut flush with the trunk only after the tree is able to stand erect without staking or other support.
- d. Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage.
- e. 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. Special care shall be taken to avoid any damages to tree trunks or branches by ties and stakes, and staked trees shall be inspected weekly to prevent such damages.

Damage Caused By Contractor

Repair of damage to landscaping or any related structure due to Contractor's negligence shall be the responsibility of the Contractor and shall be done expeditiously.

Frequency Of Tasks By Location

See attached exhibits with a checklist for each of the 2 locations.

Equipment

All hand and power tools used in performance of this work shall be subject to inspection and approval by the Landscape Inspector. In general, standard gardening equipment of commercial quality shall be used and shall be maintained in a satisfactory condition at all times, and in compliance with CAL/OSHA regulations. All tools shall be clean, sharp, in proper working order, and shall be checked for safety before each job. All trucks and other heavy equipment shall be in good operating condition, well maintained, and in compliance with all applicable laws and regulations.

Sufficient equipment and tools shall be provided to meet all required area maintenance schedules. Equipment failure will not be accepted as an excuse to avoid all or portions of scheduled maintenance activities.

Personnel

All work shall be performed by qualified and trained personnel with a

minimum of one (1) year of experience in grounds maintenance work. Experience must include use of gardening hand tools and operation of commonly used equipment such as rotary mowers, power edgers, blowers, etc. Incompetence will not be accepted as an excuse for poor workmanship. Workers shall be neat and orderly in appearance so as not to offend the public while working. Contractor shall provide sufficient foremen to supervise all operations, maintain records, and see that work is diligently pursued by all workers.

Inspection

The Landscape Inspector shall at a minimum arrange periodic inspections with the Contractor to visit all sites and review work performed. Contractor shall maintain and make available such records as reasonably confirm frequency of task performance at each location. Contractor shall supply with his monthly invoice an itemized statement of work performed.

Cancellation

Whenever, in the opinion of the Landscape Inspector, the service or services being rendered by the Contractor are not satisfactory, the Landscape Inspector shall verbally notify the contractor, specifying the reasons and locations as applicable. Failure by the Contractor to correct such deficiencies will result in formal written notification with a date assigned by which corrections must be completed. Failure by the Contractor to correct such deficiencies within the specified time period will result in cancellation by the City of this contract and award to another contractor.

Area Changes

The City reserves the right to add, delete, or change areas under this contract and may do so upon giving written notice to the contractor. If these changes cause an increase or a reduction in the maintenance costs of this contract, said costs shall be readjusted and, when agreed upon, incorporated into this contract.

PROJECT LOCATION: American River Water Treatment Plant

Lawn Maintenance:

1. Mowing, trimming, edging all lawn area 1 time(s) per week (winter months as needed).
2. Fertilize all lawn areas 2 time(s) per year.
3. Supply material and apply complete chemical weed control to all lawn areas 2 time(s) per year. (or as needed)
4. Supply material and apply complete chemical insect control to all lawn areas 1 time(s) per year. (or as needed)
5. Supply material and apply to infestation, fungus control chemicals, as needed.
6. Pull weeds from all lawn areas and keep relatively weed free at all times.
7. Water as needed in accordance with contract specifications.

Trees, Shrubs and Planter Bed Maintenance:

1. Complete weeding of all beds 2 time(s) per month. (Contractor may use pre-emergent weed control method.)
2. Fertilize beds 1 time(s) per year.
3. N/A Fertilize trees ___ time(s) per year.
4. Prune trees 1 time(s) per year.
5. Prune shrubs and/or hedges 2 time(s) per year.
6. Supply material and apply insect and disease control chemicals to trees and shrubs 2 time(s) per year as directed.
7. Provide and/or maintain adequate staking of all trees and shrubs if needed.
8. N/A Mulch planter beds ___ time(s) per year.
9. Water as needed in accordance with contract specifications.

Ground Covers:

1. Complete weeding and edging of ground covers 2 time(s) per month. (Contractor may use pre-emergent weed control method.)
2. Fertilize all ground covers 2 time(s) per year.
3. Supply material and apply insect and disease control chemicals to ground cover 2 time(s) per year as directed.
4. Water as needed in accordance with contract specification.

Ground Maintenance:

1. Complete litter pickup of landscaped areas 1 time(s) per week.
2. Complete litter pickup or vacuum parking areas 1 time(s) per week.
3. Remove weeds and/or lawn in any cracks of curbs or along paved areas, fence line and building perimeters and treat to eliminate reoccurrence.
4. Remove all cuttings, trimmings and debris from site.
5. ___ Sidewalks shall be policed 1 time(s) per week and hosed at least once per month, depending on conditions.

PROJECT LOCATION: Sacramento River Water Treatment Plant

Lawn Maintenance:

1. Mowing, trimming, edging all lawn area 1 time(s) per week (winter months as needed).
2. Fertilize all lawn areas 2 time(s) per year.
3. Supply material and apply complete chemical weed control to all lawn areas 2 time(s) per year. (or as needed)
4. Supply material and apply complete chemical insect control to all lawn areas 1 time(s) per year. (or as needed)
5. Supply material and apply to infestation, fungus control chemicals, as needed.
6. Pull weeds from all lawn areas and keep relatively weed free at all times.
7. Water as needed in accordance with contract specifications.

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2. Fertilize beds 1 time(s) per year.
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6. Supply material and apply insect and disease control chemicals to trees and shrubs 2 time(s) per year as directed.
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4. Remove all cuttings, trimmings and debris from site.
5. ___ Sidewalks shall be policed 1 time(s) per week and hosed at least once per month, depending on conditions.

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract.

2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

3. Insurance.

(a) Public Liability. During the term of this Contract, Contractor shall maintain in full force and effect a policy of public liability insurance with minimum coverages as follows: \$500,000.00 for injury to one or more persons and property damage in any one occurrence. Contractor shall cause the City of Sacramento to be named as additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against the City.

(b) Workman's Compensation. During the term of this Contract, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.

(c) Errors and Omissions; Malpractice. In the event City requests Contractor to carry errors and omissions insurance or malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Contract a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.

4. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

5. Assignment Prohibited. No party to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.