

File ID: 2026-01070

6/16/2026

[Contract] Public Litter and Recycling Can Collection and Maintenance [Published for 10-Day Review 06/05/2026]

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Location: District 4, 5, and 6

Recommendation: Pass a **Motion:** 1) awarding a non-professional services agreement to Recology Sacramento; and 2) authorizing the City Manager or designee to execute a contract for an initial two (2) year term with three (3) additional one-year renewal options with Recology Sacramento for Public Litter and Recycling Can Collection and Maintenance services, with a total not-to-exceed amount of \$1,639,150 for the potential five-year term.

Contact: Ivan Madrigal Alvarado, Administrative Analyst, Commercial Waste Compliance, (916) 808-4832, imadrigalalvarado@cityofsacramento.org; Margaret Kashuba, Program Specialist, (916) 808-4806, mkashuba@cityofsacramento.org; John Febbo, Integrated Waste General Manager, (916) 808-4949, jfebbo@cityofsacramento.org; Department of Public Works

Presenter: None

Attachments:

1-Description/Analysis

2-Non-Professional Services Agreement for Public Litter and Recycling Can Collection and Maintenance

Description/Analysis

Issue Detail:

The Commercial Waste Compliance Section of the Recycling and Solid Waste Division in the Public Works Department manages the collection and upkeep of public litter and recycling containers located throughout the City's public right-of-way. Currently, litter cans are placed in Downtown, Midtown, and the Stockton Boulevard corridor, while recycling cans are co-located with litter cans only in the Downtown and Midtown areas.

The Division's contract with the current service provider, Atlas Disposal, expires on June 30, 2026. To ensure continuity of service, the Solid Waste Division is initiating a new contract with Recology Sacramento for the collection, maintenance, and material recovery of public litter and recycling

containers. The scope of work will include scheduled collections, routine maintenance, graffiti removal, and replacement of damaged or stolen containers and locks.

Policy Considerations: The recommendations in this report are in accordance with provisions of the City Code section 3.56.090, which states that non-professional services contracts exceeding \$250,000 must be approved by City Council. Administrative Policy 4101 for non-professional services requires additional posting time for agreements greater than \$1 million. Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a two-thirds vote of the City Council, all labor agreements and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to council action. This contract was published for 10-day review on June 5, 2026, as required.

A Request for Proposals (RFP) process was utilized as the Solid Waste Division needed to consider capacity, performance, routine cleaning and graffiti removal, the ability to comply with State mandates for waste diversion, ability to handle possible changes in service levels in future years, and flexibility to handle contingencies and special events within the downtown service corridor, in addition to price. An RFP process was conducted and evaluated consistent with City purchasing policies. The recommendations of this report are also in compliance with Section 13.24, which requires that a franchise agreement be in place for a hauler to collect commercial waste within the city.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act: This report concerns administrative activities and government fiscal activities that do not constitute a “project” and is not subject to the provisions of CEQA (CEQA Section 15378(b)(2)).

Sustainability: Recology will use a split-body collection vehicle powered by R99 renewable diesel fuel. The split body vehicle will allow Recology to service both solid waste and recycling cans in one pass, ensuring that only one vehicle needs to operate on the street to help minimize traffic and road impacts and reduce the level of emissions generated during collection service operations.

Commission/Committee Action: None.

Rationale for Recommendation: On February 27, 2026, the City issued a Request for Proposals (RFP) P2615571102 for Public Litter and Recycling Can Collection and Maintenance services. Proposals were due on March 16, 2026, and the City received three proposals: Allied Waste Services, Atlas Disposal, and Recology Sacramento. Staff evaluated each proposer based on their ability to meet the following criteria:

- To provide service at a reasonable rate over the term of the agreement;

- Maintain high standards for collection, maintenance and litter control;
- Cooperate fully with the City in delivering service, including flexibility to adjustments to service levels;
- Cooperate fully with the City to comply with CalRecycle regulations; and
- Commence service, and complete service as described, including service contingency plans, and special events.

The RFP required respondents to hold an active City of Sacramento Non-Exclusive Commercial Waste Franchise by the proposal submission date and maintain it throughout the agreement period.

The staff review committee met on March 26, 2026, and agreed to recommend Recology Sacramento for an award of a non-professional services agreement to collect from and maintain the City's public litter cans. Recology Sacramento scored the highest based on the criteria. Their proposal included plans to immediately commence services, provide services at a reasonable price, fulfill performance standards, provide data and reports regarding collection and operations, and an implementation plan for services and maintenance, and replacement of cans and locks.

Financial Considerations: The Public Litter and Recycling Can Collection and Maintenance Service agreement provides the collection and maintenance of eighty-four (84) litter cans and fifty-seven (57) recycling cans in high-traffic pedestrian areas, including Downtown, Midtown, and Stockton Boulevard Property Based Improvement District. Costs include:

- Removing overflow or scattered materials displaced during service, including liquid spills or leaks.
- Collecting litter three (3) times per week and recycling one (1) time per week.
- Washing all cart garages and interior carts quarterly, or within three (3) days of a City request.
- Graffiti removal within seven (7) days of discovery by the Contractor or notification by the City.
- Replacing any internal carts that are broken, missing, or in unsanitary condition.
- Providing service at twelve (12) City-designated special events per year.

Sufficient funding is available in the Department of Public Works Fiscal Year (FY) 2026/27 operating budget (General Fund, Fund 1001), pending Council approval, for services through June 30, 2027. Services provided after June 30, 2027, are subject to funding availability in the adopted budget of the applicable fiscal year.

Local Business Enterprise (LBE): The minimum LBE participation requirement was waived by the Director of Public Works on February 25, 2026, before the RFP was issued. Staff determined it was in the City's best interest to request an exception to the physical address requirements so all current commercial solid waste franchisees would be allowed to submit proposals to support fair competition and an equitable bidding process. The Local Enterprise Business requirements therefore do not

apply to this contract.

CONTRACT #: PRC004300
CONTRACT NAME: Public Litter and Recycling Can Collection and Maintenance
AGREEMENT TERM: 07/01/2026 to 06/30/2028
AUTHORIZED RENEWALS: 3, one-year renewals
DEPARTMENT/DIVISION: Public Works/Recycling & Solid Waste

PROJECT:
NOT-TO-EXCEED AMOUNT: \$1,639,149.50
SOLICITATION: RFP #P26155711002
LBE (Y/N): N
COUNCIL FILE ID: 2026-01070

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

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

Recology Sacramento
2727 2nd St, Davis, CA, 95618
(707) 592-7342 – JVega@recology.com

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

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning July 1, 2026 .
2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the “Contract Documents”):

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

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

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

Contractor will not be compensated for non-professional services outside the scope of Exhibit A (“Additional Services”) unless, before providing Additional Services: (a) Contractor notifies City and City agrees that the Additional Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) City, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

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

4. **Payment.** City shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to City in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

List of equipment on Attachment 2 to Exhibit A – Container Locations and Service Levels.

6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

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

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

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

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

Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.58 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.58.

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

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

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

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

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

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

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

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

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

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.64. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City

Code chapter 3.64 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.64.

Contractor's violation of Sacramento City Code chapter 3.64 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

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

[Signatures Page Following Exhibits]

EXHIBIT A

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Ivan Madrigal
Administrative Analyst
City of Sacramento – Public Works – Recycling & Solid Waste
2812 Meadowview Rd, Bldg. 2, Sacramento, CA 95832
(916) 808-4832 – imadrigalalvarado@cityofsacramento.org

The CONTRACTOR Representative for this Agreement is:

Justina Vega
Recology Sacramento – General Manager
2727 2nd St, Davis, CA 95618
(707) 592-7342 – JVega@recology.com

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

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

Attachment 1 to Exhibit A Scope of Services

Effective July 1, 2026, the Contractor shall provide litter and recycling collection, maintenance, and material recovery services for public litter and recycling containers in high-traffic pedestrian areas. These services will cover the Downtown, Midtown, and Stockton Boulevard Property-Based Improvement District (PBID). As of the effective date, the service includes eighty-four (84) litter cans and fifty-seven (57) recycling containers.

Term: The agreement shall begin on July 1, 2026, and continue for an initial two (2) year period ending June 30, 2028. Upon mutual written agreement, the parties may extend the term for up to three (3) one-year extensions.

Collection Services: Service includes emptying each cart garage and its interior cart, removing all litter and recyclables. At the time of collection, the Contractor shall remove any overflow or scattered materials and clean up all items displaced during service, including liquid spills or leaks. The Contractor shall leave the area in a clean and orderly condition and ensure that all cart garages are properly closed and locked after each service.

Service Frequency: Contractor shall perform collection services on the days and at the frequencies specified by the City in Attachment 2 to Exhibit A – Container Locations and Service Levels, including holidays. Containers shall be serviced up to five (5) days per week, Monday through Sunday. Service schedules shall remain in effect unless modified in writing by the City. The primary collection frequency is three (3) times per week for litter and one (1) time per week for recycling. The City may adjust these frequencies or service days at its discretion based on servicing needs. The City reserves the right to add or remove lifts throughout the term of the agreement.

Hours of Collection: Pursuant to Sacramento City Code 13.24.560, collection hours within residential areas or mixed residential and commercial areas are restricted to 6:00 AM to 8:00 PM. In all other areas of the city, collection is permitted between 4:00 AM and 8:00 PM. The City reserves the right to modify these hours, as a whole, or in part, if it is determined that collection activities create a nuisance for the surrounding community.

Container Ownership and Messaging: The City shall own street litter and recycling cart garages, including the City-provided 64-gallon internal carts. The City reserves all rights to any advertising or messaging displayed on the units, noting that some cart garages may already have existing advertising or artwork.

Container Specifications: The majority of existing litter and recycling containers are Securr 65-gallon cart garages, as shown in Attachment 3 to Exhibit A – Cart Garage Specifications. Each cart garage utilizes a city-supplied 64-gallon cart housed within a steel outer housing and secured by a metal hasp and separate lock. If the City wishes to add additional container types, it will notify the Contractor, who must respond within two (2) weeks regarding whether the container will be an appropriate choice for the collection services requested by the City. If the proposed container is unacceptable, the Contractor must provide evidence supporting its determination.

Container Locations: Current container locations are listed in Attachment 2 to Exhibit A – Container Locations and Service Levels. The City may elect to place additional containers in new locations at a future date. Consideration for new placement will include pedestrian traffic volume, litter or recycling accumulation, ease of collection, and proximity to other public receptacles.

These additional containers shall be collected by the Contractor on the same schedule and at the same rate as containers in the surrounding area, unless otherwise designated by the City. The City may remove any cart garages at its discretion including but not limited to cart garages that sustain major damage or to allow for construction project work in the area.

Cart Garage Maintenance: The Contractor is responsible for the maintenance of all cart garages and internal carts. The Quarterly Washing & Graffiti Removal Costs Unit Price per garage per year, as provided on Attachment 1 to Exhibit B – Fee Schedule, shall be all-inclusive and account for the following maintenance requirements:

- **Quarterly Washing:** All cart garages and interior carts must be washed quarterly, four (4) times a year, and on an as needed basis as requested by the City within three (3) business days. Contractor shall inform City staff when the schedule quarterly cleanings will take place. Cleaning must include the garage interior, the exterior shell, and the base/lid to remove stains, grime, and odors. Cleaning of cart garages shall not interfere with the collection schedule, damage the paint, or damage any artwork displayed on the cart garages.
- **Graffiti Removal:** All graffiti must be removed within seven (7) service days of discovery by the Contractor or written notification from the City.
- **Internal Cart:** The Contractor shall replace any internal 64-gallon cart that is broken, missing, or in unsanitary conditions. The City will provide fifty (50) spare 64-gallon carts for the Contractor to keep in stock for these replacements upon the start of the agreement. Contractor shall notify the City when additional carts are needed to restock.

Lock Replacement: The Contractor shall replace any missing or damaged locks and may bill the City for these replacement units. The Contractor shall provide the City with a duplicate key(s) for all locks to ensure City access to any cart garage and its internal cart.

Hasp Repairs: The City shall be responsible for repairing or replacing all broken hasps. The Contractor is responsible for reporting any broken hasps to the City by the close of business on the day of discovery.

Personnel: All drivers must be trained and qualified in the operation of collection vehicles and maintain a valid California Driver's License of the appropriate class. The Contractor shall provide suitable operational and safety training for all employees who operate collection vehicles or equipment, or who are otherwise directly involved in the collection of waste and recyclables.

Vehicles: All vehicles used by the Contractor and any subcontractors must be inspected by Sacramento County Environmental Management Department (EMD), as required to maintain a valid Franchise in the City of Sacramento. Pursuant to Sacramento City Code, all collection vehicles must display a valid Vehicle Inspection Tag (decal) provided by the City after a successful inspection with the Sacramento County EMD.

Subcontracting: The Contractor may enter into agreements with subcontractors to provide services only with the prior written consent of the City. Subcontractors must comply with all local, state, and federal laws and regulations, including prevailing wage requirements. Any subcontractor

performing the collection of litter or recyclables from cart garages or its internal containers must hold a valid Non-Exclusive Commercial Solid Waste Collection Franchise issued by the City.

Material Ownership: Once collected, the Contractor shall have the exclusive right to the material once collected and must manage all collected material according to Sacramento City Code and State Regulations.

Service Modifications: Within seven (7) days of written notification by the City regarding a new or discontinued service location or a change in service day(s) and/or frequency, the Contractor shall begin, terminate, or modify collection services for the specified container(s) as directed.

Additional Collections: Contractor shall provide extra collection services for a container no later than 8:00 AM on the next business day following notification by the City. All additional collections must be performed in accordance with the standards set forth in the Collection Services section of this agreement.

Special Events: Contractor shall provide collection services for up to twelve (12) special events per year as designated by the City. The Contractor shall follow City direction regarding the geographic areas to be covered for each event. Special events may be multiple days, and the Contractor shall perform all additional collections required by the City to prevent overflow at the events. All event-related collections must be performed in accordance with the standards set forth in the Collection Services section of this agreement.

Call Backs: If a container is inadequately serviced, the Contractor shall be called back to re-service the container. Re-service must be completed no later than 8:00 AM on the next Business Day following notification by the City. Inadequate service would include but is not limited to situations where container service is missed, container contents are not completely emptied, or any overflow materials or scattered debris is left behind after service.

Non-Collection: If the Contractor cannot perform service because of the presence of illegally dumped waste, heavy materials, hazardous materials, or containers that are inaccessible, damaged, or missing, or for any other reason beyond the Contractor's control, the Contractor shall notify the City in writing by the close of business. The notification must include a time and date stamped photo documenting the specific reason for non-collection. Following the City's assessment of the photos and any applicable charges, the Contractor shall complete the service within one (1) business day.

Performance Standards & Damages: Contractor agrees that failure to perform the services set for this agreement will cause the City damage. Therefore, the parties agree that in the event of such a failure, Contractor shall pay the City liquidated damages in the amounts listed in Attachment 2 to Exhibit B – Liquidated Damages. Any failure to comply with the provisions of this agreement may be subject to damages as described in said Attachment.

Reporting Requirements: The Contractor must adhere to all reporting requirements as required by the City of Sacramento Non-Exclusive Commercial Solid Waste Collection Application and Franchise Agreement, as well as any amendments to Sacramento City Code and all applicable State regulations.

Municipal Code Revisions: The City reserves the right to amend its ordinances as necessary in relation to the services described in this agreement.

Local Business Enterprise (LBE) Requirements: The Local Enterprise Business requirements have been waived for this contract. The requirements set forth in Section 11 of the Services Agreement shall not apply.

Insurance Requirements Revisions: Section 6. Other Insurance Provisions subsection D is hereby revised to allow the Contractor to provide the City with 10 days written notice of cancellation or material change in the policy language or terms due to non-payment of premiums. Section 8. Acceptability of Insurance is hereby revised to allow Contractor's insurance to be placed with insurers with a Bests' rating of not less than A-.

Attachment 2 to Exhibit A
Container Locations and Service Levels

Count	Asset ID	Bin Type	Service Days	Cross Street
1	L0001	Litter	MON,WED,FRI	SE 10th St & I St
2	R0001	Recycle	THURS	SE 10th St & I St
3	L0002	Litter	MON,WED,FRI	SE 10th St & J St
4	R0002	Recycle	THURS	SE 10th St & J St
5	L0003	Litter	MON,WED,FRI	NE 10th St & K St
6	R0003	Recycle	THURS	NE 10th St & K St
7	L0004	Litter	MON,WED,FRI	SW 10th St & K St
8	R0004	Recycle	THURS	SW 10th St & K St
9	L0005	Litter	MON,WED,FRI	NW 10th St & K St
10	R0005	Recycle	THURS	NW 10th St & K St
11	L0006	Litter	MON,WED,FRI	NE 10th St & L St
12	R0006	Recycle	THURS	NE 10th St & L St
13	L0007	Litter	MON,WED,FRI	SW 11th St & Jazz Alley
14	R0007	Recycle	MON,WED,FRI	SW 11th St & Jazz Alley
15	L0008	Litter	MON,WED,FRI	NE 11th St & K St
16	R0008	Recycle	THURS	NE 11th St & K St
17	L0009	Litter	MON,WED,FRI	SW 11th & K St
18	R0009	Recycle	THURS	SW 11th & K St
19	L0010	Litter	MON,WED,FRI	NW 11th St & L St
20	R0010	Recycle	THURS	NW 11th St & L St
21	L0011	Litter	MON,WED,FRI	SW 12th St & J St
22	R0011	Recycle	THURS	SW 12th St & J St
23	L0012	Litter	MON,WED,FRI	SE 12th St & K St
24	R0012	Recycle	THURS	SE 12th St & K St
25	L0013	Litter	MON,WED,FRI	NW 12th St & L St
26	R0013	Recycle	THURS	NW 12th St & L St
27	L0014	Litter	MON,WED,FRI	SW 13th St & J St
28	R0014	Recycle	THURS	SW 13th St & J St
29	L0015	Litter	MON,WED,FRI	SW 13th St & K St
30	R0015	Recycle	THURS	SW 13th St & K St
31	L0016	Litter	MON,WED,FRI	NW 13th St & L St
32	R0016	Recycle	THURS	NW 13th St & L St
33	L0017	Litter	MON,WED,FRI	SW 14th St & I St
34	R0017	Recycle	THURS	SW 14th St & I St
35	L0018	Litter	MON,WED,FRI	NW 14th St & J St
36	R0018	Recycle	THURS	NW 14th St & J St
37	L0019	Litter	MON,WED,FRI	NE 14th St & L St
38	R0019	Recycle	THURS	NE 14th St & L St
39	L0021	Litter	MON,WED,FRI	NE 15th St & J St
40	R0021	Recycle	THURS	NE 15th St & J St
41	L0024	Litter	MON,WED,FRI	SE 16th St & O St
42	R0024	Recycle	THURS	SE 16th St & O St
43	L0025	Litter	MON,WED,FRI	SE 17th St & Capitol Ave
44	R0025	Recycle	THURS	SE 17th St & Capitol Ave

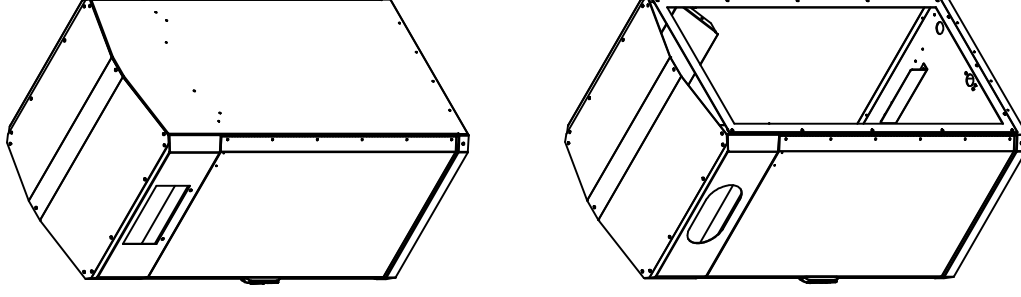
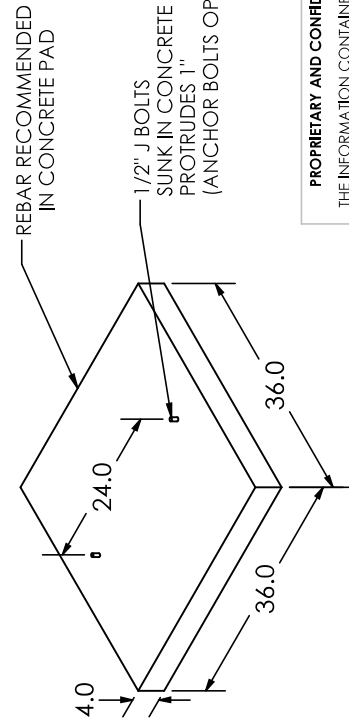
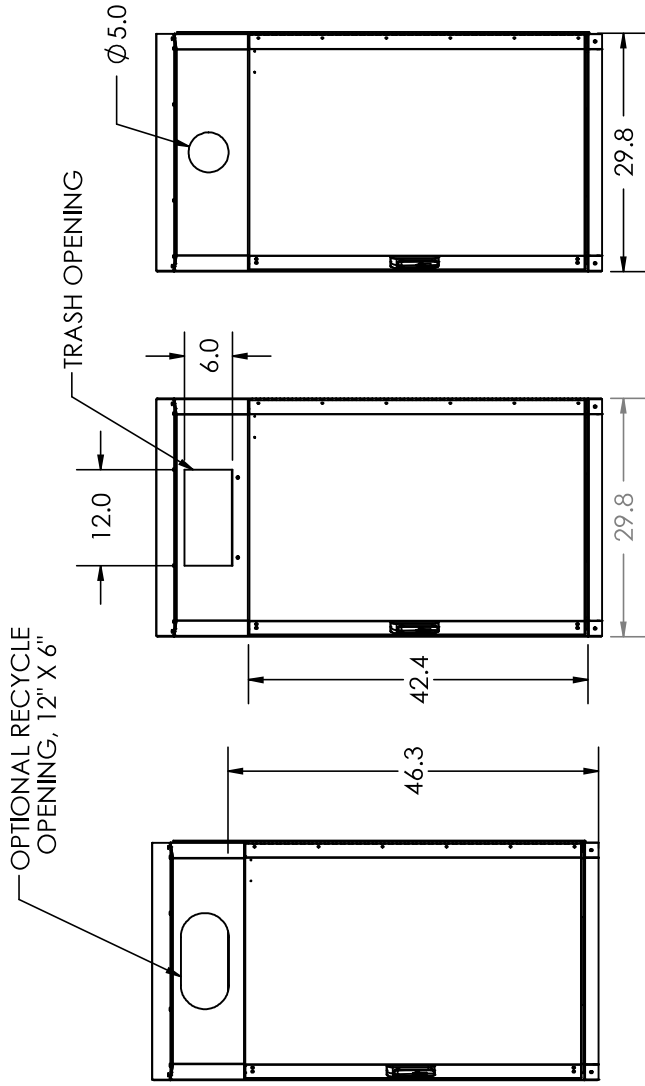
45	L0026	Litter	MON,WED,FRI	SW 17th St & J St
46	R0026	Recycle	THURS	SW 17th St & J St
47	L0027	Litter	MON,WED,FRI	NE 19th St & N St
48	R0027	Recycle	THURS	NE 19th St & N St
49	L0028	Litter	MON,WED,FRI	NE 19th St & Q St
50	R0028	Recycle	THURS	NE 19th St & Q St
51	L0029	Litter	MON,WED,FRI,SAT,SUN	NW 20th St & Capitol Ave
52	R0029	Recycle	THURS	NW 20th St & Capitol Ave
53	L0030	Litter	MON,WED,FRI,SAT,SUN	NE 20th St & K St
54	R0030	Recycle	TUES	NE 20th St & K St
55	L0031	Litter	MON,WED,FRI	NE 21st St & N St
56	R0031	Recycle	THURS	NE 21st St & N St
57	L0032	Litter	MON,WED,FRI	NE 16th St & H St
58	R0032	Recycle	THURS	NE 16th St & H St
59	L0033	Litter	MON,WED,FRI	NW 24th St & K St
60	R0033	Recycle	THURS	NW 24th St & K St
61	L0034	Litter	MON,WED,FRI	SW 25th St & J St
62	R0034	Recycle	THURS	SW 25th St & J St
63	L0035	Litter	MON,WED,FRI	SE 27th St & L St
64	R0035	Recycle	THURS	SE 27th St & L St
65	L0036	Litter	MON,WED,FRI	NW 28th St & N St
66	R0036	Recycle	THURS	NW 28th St & N St
67	L0037	Litter	MON,WED,FRI	NE 20th St & L St
68	R0037	Recycle	THURS	NE 20th St & L St
69	L0038	Litter	MON,WED,FRI	SE 30th St & K St
70	R0038	Recycle	THURS	SE 30th St & K St
71	L0039	Litter	MON,WED,FRI	NE 30th St & N St
72	R0039	Recycle	THURS	NE 30th St & N St
73	L0040	Litter	MON,WED,FRI	SE 30th St & R St
74	R0040	Recycle	THURS	SE 30th St & R St
75	L0041	Litter	MON,WED,FRI	SE 4th St & J St
76	L0042	Litter	MON,WED,FRI	NW 5th St & J St
77	R0042	Recycle	THURS	NW 5th St & J St
78	L0043	Litter	MON,WED,FRI	NW 5th St & L St
79	R0043	Recycle	THURS	NW 5th St & L St
80	L0044	Litter	MON,WED,FRI	SE 6th St & I St
81	R0044	Recycle	THURS	SE 6th St & I St
82	L0045	Litter	MON,WED,FRI	SE 7th St & J St
83	L0046	Litter	MON,WED,FRI	NE 7th St & K St
84	R0046	Recycle	THURS	NE 7th St & K St
85	L0048	Litter	MON,WED,FRI	NE 7th St & L St
86	R0048	Recycle	THURS	NE 7th St & L St
87	L0049	Litter	MON,WED,FRI	SW 8th St & Capitol Mall
88	R0049	Recycle	THURS	SW 8th St & Capitol Mall
89	L0050	Litter	MON,WED,FRI	SW 8th St & H St

90	R0050	Recycle	THURS	SW 8th St & H St
91	L0051	Litter	MON,WED,FRI	SW 8th St & I St
92	R0051	Recycle	THURS	SW 8th St & I St
93	L0052	Litter	MON,WED,FRI	SW 8th St & J St
94	R0052	Recycle	THURS	SW 8th St & J St
95	L0053	Litter	MON,WED,FRI	NW 8th St & J St
96	R0053	Recycle	THURS	NW 8th St & J St
97	L0054	Litter	MON,WED,FRI	SE 8th St & K St
98	R0054	Recycle	THURS	SE 8th St & K St
99	L0055	Litter	MON,WED,FRI	NE 8th St & L St
100	R0055	Recycle	THURS	NE 8th St & L St
101	L0056	Litter	MON,WED,FRI	SW 9th St & I St
102	R0056	Recycle	THURS	SW 9th St & I St
103	L0057	Litter	MON,WED,FRI	SE 9th St & J St
104	R0057	Recycle	THURS	SE 9th St & J St
105	L0058	Litter	MON,WED,FRI	NE 9th St & K St
106	R0058	Recycle	THURS	NE 9th St & K St
107	L0059	Litter	MON,WED,FRI	NW 9th St & K St
108	L0060	Litter	MON,WED,FRI	NE 9th St & L St
109	R0060	Recycle	TUES	NE 9th St & L St
110	L0061	Litter	MON,WED,FRI	NE 19th St & Capitol Ave
111	R0061	Recycle	TUES	NE 19th St & Capitol Ave
112	L0063	Litter	MON,WED,FRI	NW 4th St & K St
113	R0063	Recycle	TUES	NW 4th St & K St
114	L0064	Litter	MON,WED,FRI	NW 28th St & O St
115	R0064	Recycle	TUES	NW 28th St & O St
116	L0065	Litter	MON,FRI	NE Broadway & Stockton Blvd
117	L0066	Litter	MON,FRI	NW 6th Ave & Stockton Blvd
118	L0067	Litter	MON,FRI	SW 7th Ave & Stockton Blvd
119	L0068	Litter	MON,WED,FRI	NE 9th Ave & Stockton Blvd
120	L0069	Litter	MON,FRI	SW 9th Ave & Stockton Blvd
121	L0070	Litter	MON,FRI	NE 2nd Ave & Stockton Blvd
122	L0071	Litter	MON,FRI	SW 11th Ave & Stockton Blvd
123	L0072	Litter	MON,FRI	SE 13th Ave & Stockton Blvd
124	L0073	Litter	MON,FRI	SW 13th Ave & Stockton Blvd
125	L0074	Litter	MON,FRI	NE San Francisco Blvd & Stockton Blvd
126	L0076	Litter	MON,FRI	NW Broadway & Stockton Blvd
127	L0077	Litter	MON,FRI	SE Broadway & Stockton Blvd
128	L0078	Litter	MON,FRI	NE 21st Ave & Stockton Blvd
129	L0079	Litter	MON,FRI	SE Lawrence Dr & Stockton Blvd
130	L0080	Litter	MON,FRI	NE Fruitridge Rd & Stockton Blvd
131	L0081	Litter	MON,FRI	SW Fruitridge Rd & Stockton Blvd
132	L0084	Litter	MON,FRI	NE McMahan Dr & Stockton Blvd
133	L0086	Litter	MON,FRI	NE Lemon Hill Ave & Stockton Blvd
134	L0087	Litter	MON,FRI	NE Dias Ave & Stockton Blvd

135	L0088	Litter	MON,FRI	NE 3rd Ave & Stockton Blvd
136	L0089	Litter	WED	NW Fruitridge Rd & Power Inn Rd
137	L0090	Litter	WED	NW Fruitridge Rd & Florin Perkins Rd
138	L0091	Litter	WED	College Green Light Rail Station (Folsom Blvd)
139	L0092	Litter	MON,WED,FRI	NE 17th St & L St
140	R0092	Recycle	TUES	NE 17th St & L St
141	L0093	Litter	MON,FRI	SW Lemon Hill Ave & Stockton Blvd

Attachment 3 to Exhibit A
Cart Garage Specifications

- NOTES:
- GALVANNEALED STEEL CONSTRUCTION.
 - U.V. RESISTANT POWDER COAT FINISH.
 - MULTIPLE LOCK OPTIONS AVAILABLE.
 - LEVELING AND ANCHOR BRACKETS INCLUDED.



~~UNLESS OTHERWISE SPECIFIED:
DIMENSIONS ARE IN INCHES
TOLERANCES:
FRACTIONAL: ±0.015
ANGULAR: ±0.015
TWO PLACE DECIMAL ±0.020
THREE PLACE DECIMAL ±0.005~~

DRAWN	CHECKED	ENG APPR.	MFG APPR.	Q.A.	COMMENTS:
J CERDA		D MOORE			1390 S. MILLIKEN AVE ONTARIO CA 91761

NAME	DATE
J CERDA	
D MOORE	



TITLE: **CG65**

PROPRIETARY AND CONFIDENTIAL
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SIZE **A**
REV

EXHIBIT B

PAYMENT

1. **Contractor's Compensation.** The total of all fees paid to the Contractor for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$ 1,639,149.50 . The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Pricing.** Contractor shall be paid as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **Contractor's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City.
4. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.
5. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
 - A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.
 - B. Invoices must be submitted to either of the addresses specified below.
 - (1) Email. Submit email invoices and any attachments to:
apinvoices@cityofsacramento.org
 - (2) Postal Mail. If emailing is not an option, mail to:
A/P Processing Center
City of Sacramento
915 I Street, Floor 4
Sacramento, CA 95814-2608
 - C. All invoices submitted by CONTRACTOR must contain the following information:
 - (1) Job/Project Name
 - (2) CITY's current Purchase Order Number
 - (3) Contractor's Invoice Number
 - (4) Date of Invoice Issuance
 - (5) Work Order Number (if applicable)
 - (6) CITY representative identified on the Purchase Order
 - (7) Contractor's remit address

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

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

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

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

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

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

8. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.

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

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

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

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

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

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

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.040 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations (“DIR”) in accordance with California Labor Code section 1773. Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.040. Questions regarding the City’s Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

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

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

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

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.

- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.050, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.

- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.040 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.

- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.

- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

Attachment 2 to Exhibit B
Liquidated Damages

Item	Damage
Failure to collect from all litter and recyclable containers on any scheduled day	\$1,000 per incident
Failure to collect from any individual litter or recyclable container on any scheduled day	\$50 per container
Failure to collect all recyclables, litter, and overflow within forty-eight (48) hours of receiving written notice from the City	\$200 per incident
Three or more call backs per calendar month	\$200 per incident
Failure to re-service any container by 8 AM on the next Business Day following written notice from the City	\$200 per incident
Failure to modify service at City direction as provided in the "Additional Collections" and "Special Event" sections	\$500 per incident
Failure to clean or remove graffiti from any container within seven (7) service days of receiving written notice from the City	\$100 per incident
Failure to maintain accurate records and/or to provide timely reporting	\$300 per incident
Failure to replace missing litter or recyclables container within forty-eight (48) hours written notice from the City	\$100 per incident
Failure to provide the City notice of need for replacement litter or recycling container within two days of last service of that container, and/or failure to remove and replace a recycling container with major damage, within forty-eight (48) hours written notice from the City to replace said container.	\$300 per incident
If major damage to a container or garage is determined by the City to have been caused by Contractor negligence during collection, the City shall deduct the direct cost of the replacement container from Contractor's monthly compensation	\$700 per garage and/or \$50 per cart (as applicable)

EXHIBIT C

INSURANCE

1. **Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below.

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

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

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

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

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

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

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.”

4. **Excess Insurance.** The CONTRACTOR may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.

Umbrella or excess policies shall contain, or be endorsed to provide that the City, its officials, employees, and volunteers shall be covered as additional insureds, as well as a provision that it will apply on a primary basis for the benefit of the City. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it. No insurance or self-insurance maintained by the City that applies to a loss covered herein, whether Primary or Excess, and which also applies to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's Primary and Excess liability policies are exhausted.

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

X Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

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

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

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits

and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

6. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:
 - A. Contractor's insurance coverage, including excess insurance, shall be primary and non-contributory insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
 - B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
 - C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.
7. **Waiver of Subrogation.** CONTRACTOR hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from an insurer.
8. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.
9. **Verification of Coverage.**
 - A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
 - B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

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

C. Certificate Holder must be listed as:

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

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

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

EXHIBIT D

GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **Contractor Not Agent.** Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of City Information.** During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all City policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

8. Contractor Information.

- A. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.
- B. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal to City or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.

9. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
10. **Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.

Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.

11. **Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
12. **Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
13. **Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
 - B. City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

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

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

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

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

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

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

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

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

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

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

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

16. Indemnity.

- A. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City's rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of section 8.B., above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

17. Funding Availability.

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

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

its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment," as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City shall impose any sanctions it determines are appropriate including:
 - (1) Withholding of payments to Contractor under this Contract until Contractor complies;
 - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the City join such litigation to protect the City's interests.

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

27. Debarment Certification

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

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

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

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

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

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

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

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

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

SIGNATURES

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

CONTRACTOR

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

Signature: 

Title: CEO

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: 
[Michael Fry \(Jun 4, 2026 14:51:00 PDT\)](#)

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title: