

**CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT
FIELD OPERATIONS DIVISION**



REQUEST FOR PROPOSAL (RFP) FOR

**CITYWIDE ANNUAL LANDSCAPING
AND MAINTENANCE SERVICES**

All questions regarding this Request for Proposal are to be directed in writing to:

**JUAN PRECIADO
STREET AND SEWER DIVISION
Office Phone Number: (323) 357-5804
Email: jpreciado@sogate.org**

**SUBMITTAL DEADLINE: Thursday, September 12, 2024, 2:00 PM PST
MANDATORY PRE-PROPOSAL MEETING: August 15, 2024**

Juan Preciado, Street and Sewer Superintendent

8/19/2024

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CITY OF SOUTH GATE
REQUEST FOR PROPOSALS

CITYWIDE ANNUAL LANDSCAPING AND MAINTENANCE SERVICES

The City of South Gate (City) is requesting bid proposals from qualified contractors to establish a contract for Landscape and Maintenance Services.

Description of Work: The work to be performed in the aforementioned areas shall consist of furnishing all labor, materials, and equipment necessary to maintain all landscaped areas described herein including, but not limited to, turf, shrubs, groundcover, vines, and irrigation systems. The work shall also include (a) maintenance and cleaning of bus shelter and bus stops facilities which includes emptying trash receptacles, litter abatement, graffiti removal and steam cleaning as designated herein, (b) emptying trash receptacles at designated locations, (c) maintenance and cleaning of street furniture inclusive of public sitting areas such as benches and bike racks, (d) litter removal of all tree wells, and planters, and (e) maintenance of sidewalks which include steam cleaning, pick up debris, gum, animal feces, grease, paint, graffiti, glass and trash, and (f) maintenance and cleaning of parking lots which includes litter abatement and emptying trash receptacles, planting of annuals and mowing lawns in specified areas inclusive of road medians, and manual and chemical weed abatement.

Bid Proposals: Sealed Bid Proposals shall be submitted to the office of the City Clerk, City of South Gate, 8650 California Avenue, South Gate, California 90280 no later than September 12, 2024 at 2:00 PM. The sealed Bid Proposals will be opened by the City Clerk on the same day, shortly thereafter. Bid Proposals must include sealed Cost Proposals to be considered responsive. **One (1) original and three (3) copies** of the Contractor's Bid Proposals shall be submitted in sealed envelopes clearly marked on the outside "**Proposal for Citywide Annual Landscaping and Maintenance Services.**" Bid Proposals must be made on the forms provided herein for this purpose. Bid Proposals in the form of telephone calls, facsimiles, or e-mails will not be accepted.

Contract Award: The City reserves the right to award multiple contracts based on the lowest Cost Proposals received from responsible and responsive bidders that meets the qualification requirements of this RFP.

Rejection of Bid Proposals: The City of South Gate reserves the right to reject any or all Bid Proposals or waive any informality or irregularity in the Bid Proposals or the proposal procedures. The City shall be the sole judge of the responsiveness of the Bid Proposals received and of the responsibility of bidders. All Bid Proposals shall be valid for a period of 120 days after City's Bid Proposal deadline, notwithstanding any award of Contract by the City to another contractor.

Mandatory Pre-Proposal Meeting: A mandatory pre-proposal meeting will be held on August 27, 2024, at 10:00 A.M. at the following location: Public Works Corporate Yard, 4244 Santa Ana Street, South Gate, CA 90280.

Contract Term: The term of the contract is for three (3) years. At the conclusion of the three-year period, the City at its option may renew this contract for up to two (2) additional years, in one-year increments.

Contractor License: Bid Proposals will not be accepted from Contractors who are not adequately licensed in accordance with the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California. The Contractor shall possess a current Class “C-27” Landscaping Contractor's License. The licenses must be held by the Contractor at the time the proposal is submitted, at the time the Contract is awarded, and at all times during the performance of the work under the Contract.

Obtaining Contract Documents: Contract documents may be obtained for a non-refundable fee of \$20 or requested by mail for a non-refundable fee of \$30 at the City of South Gate Department of Public Works, 8650 California Avenue, South Gate, CA 90280, (323) 357-9657. Contract documents may also be downloaded from the City's website at <http://www.cityofsouthgate.org>. The documents are entitled “**Citywide Annual Landscaping and Maintenance Services.**”

A contractor shall not be qualified to submit Bid Proposals, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a proposal that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded.

If any interested person seeks additional information regarding this Request for Proposal, please contact

Juan Preciado, Street and Sewer Superintendent during regular business hours of the City of South Gate, 7:00 a.m. to 5:00 p.m., Monday through Thursday at (323) 563-5804 or by email at jpreciado@sogate.org. **Public Works Department**

CITY OF SOUTH GATE

CITYWIDE ANNUAL LANDSCAPING AND MAINTENANCE SERVICES CONTRACT

GENERAL REQUIREMENTS

The City of South Gate (City) is soliciting Bid Proposals from qualified contractors (Contractor) for Citywide Landscaping and Maintenance Services. The city will request that the selected Contractor be responsible for providing landscape and other general maintenance services.

To be considered for the contract, interested bidders shall meet the following requirements.

1. The Contractor must submit a complete Bid Proposal for consideration. A Contractor that fails to adhere and submit any and all Bid submittal requirements is considered a nonresponsive Bid and cause for rejection.
2. The Contractor must possess a current Class “C-27” Landscaping Contractor's License. The C-27 license must be held by the Contractor at the time the proposal is submitted, at the time the Contract is awarded, and throughout the Contract term, including the additional 2-year extension.
3. The Contractor must have at least three (3) similar contract services with California Cities possessing a population of 50,000 or greater within the last five years and at the time of Bid Proposal submittal, must have at least three (3) similar and active contract services with California cities possessing at minimum 25,000 in population. Demonstrate satisfactory completion or continuance of such maintenance work for at least three (3) municipalities or public agencies in California.
4. The Contractor’s Bid Proposal must demonstrate the capacity to provide all the services requested herein and is able to meet all requirements set forth in the RFP.
5. The Contractor’s Bid Proposal must demonstrate employees have experience performing similar contract services for public agencies.
6. The Contractor’s Bid Proposal must demonstrate familiarity with the City of South Gate landscaping systems and maintenance requirements.
7. The Contractor’s Bid Proposal must provide the resources (time and material) and ability to respond to Service Emergencies, in accordance with Section 28, of this RFP.
8. The Contractor must agree to the insurance requirements specified in the sample contract.

9. The Contractor shall provide all services requested in this RFP without the use of subcontractors. Subcontractors are prohibited from performing the scope of work requested in this RFP.
10. The Contractor must provide a list of employee names in charge of the use and application of chemicals for weed control and pest abatement, as described in this RFP. Furthermore, these employees must possess a current and active California Applicator's Certificate throughout the contract term and additional 2-year extensions.
11. All tools and equipment the Contractor proposes to use to complete the scope of work, must be in good working order; and be maintained and operated in full compliance with OSHA regulations and State of California Department of Transportation (DOT) requirements.

EVALUATION

The award of any contract shall be at the sole discretion of the City. It is the City's intent to make an award to one Contractor. The contents of the Bid Proposal of the selected Contractor(s) will become the basis for a contractual obligation when the award of contract is made.

The City intends to award the contract based on the lowest Cost Proposal received from a responsible and responsive bidder that meets the qualification requirements of the RFP.

In selecting the lowest responsive, responsible bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the bid. To receive consideration, a bidder shall be required to certify that the bidder has successfully performed similar work of comparable magnitude as required herein. References will be verified by the City. Professional integrity and honesty of purpose shall be essential requirements. The bidder shall furnish the City any additional information as may be requested by the City. The Assistant City Manager/Director of Public Works shall have absolute discretion as to the evaluation of past work performance of any bidder.

The City reserves the right to waive any discrepancies in the Bid Proposal. Bid Proposals offering less than 120 days for acceptance from the proposed RFP due date may be considered non-responsive and may be rejected.

CITY OF SOUTH GATE
CITYWIDE ANNUAL LANDSCAPING AND MAINTENANCE SERVICES
INSTRUCTIONS TO PROPOSERS

1.0 GENERAL

- A. Form of Bid and Signature:** The Proposal shall be submitted on the form hereto and shall be enclosed in a sealed envelope marked and addressed as hereinafter directed. The bidder shall state the amount for which he proposes to supply the labor, materials, supplies or equipment, and perform the work required by the RFP. If the Bid Proposal is made by an individual, it shall be signed and his full name and his address shall be given, if it is made by a partnership firm, also sign his own name and the name and address of each partner shall be given, and if it is made by a corporation or limited liability company, the name of the entity shall be signed by its duly authorized officer or officers, and the name and titles of all officers of the corporation shall be given.
- B. Interpretation of Scope of Work:** If any person contemplating the submittal of a bid for the proposed contract is in doubt as to the true meaning of any requirement of the RFP or finds any discrepancies in or omissions from the RFP, he/she may submit to the City a written request for an interpretation or correction thereof. The written request must be received at least 7 calendar days prior to the date fixed for opening of bids. The person making the request will be responsible for its prompt delivery. Interpretations or corrections will be made only by addenda to the RFP with a copy of each addition or change being furnished through the City to each prospective bidder.
- C. Preparation of Bid Proposal:** Blank spaces in the Proposal and Bid Schedule(s) shall be properly filled. The phraseology of the proposal must not be changed, and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations or provisions attached to a proposal will render it informal and may cause its rejection as non-responsive. Alterations by erasure of interlineations must be explained or noted in the proposal over the signature of the bidder.

A bidder may withdraw proposal before the hour fixed for opening bid by submitting a written request to the City for its withdrawal. On receipt of this written request, the proposal will be returned unopened.

No proposal received after the time named or at any place other than the place stated in the Notice Inviting Bids will be considered. Late Proposals shall be returned unopened. All proposals will be opened and declared publicly. Bidders, their representatives, and others interested are invited to be present at the opening.

The City reserves the right to waive any informality in any proposal, to reject any or all proposals, and to make award to the lowest responsible and responsive bidder as the interest of the City may require.

- D. Registration of Contractors:** Before submitting bids, Contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California. The Contractor shall be required to possess a current Class “C-27” Landscaping Contractor's License for the aforementioned.
- E. Bidders Interested in More Than One Bid:** No person, firm, corporation or other legal entity shall make, file, or be interested in more than one proposal for the same work.
- F. Rejecting Bids:** The City reserves the right to, at its sole discretion, (a) reject any and all Bid Proposals that are deemed non-responsive by the City, (b) disqualify any and all Contractors that are deemed non-responsible, (c) waive any irregularities in the Bid Proposal and/or in their respective Cost Proposal, and (d) modify the scope of work specified herein. The City reserves such rights without penalty.
- G. Performance of Work:** The Contractor shall be held liable for the faithful observance of any lawful instructions of the City, not in conflict with the contract, which may be delivered to said party or representative at the work site. The City shall hold the Contractor responsible for any damage that may be sustained by the City or third party because of the failure or neglect of the Contractor to comply with any term or condition listed herein.
- H. Holidays:** The selected Contractor shall not schedule any work on City Holidays as listed in this Section 1.0H, except for emergency work requested by the City. For the purposes of the proposed contract, only the following holidays shall be observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- I. Existing Conditions:** Bidders shall read the RFP and General Requirements, examine the sites and make their own estimates of the existing conditions and the difficulties which attend the execution of the landscaping and maintenance work called for by the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. Bidders shall satisfy themselves by personal examination of the locations of the proposed work, and by such other means as they may choose as to actual conditions and requirements necessary to bid. Information derived from the RFP and General Requirements, or from City staff, shall not relieve the bidder of this responsibility.
- J. Insurance Policies:** Before a Contract is entered into with the successful Contractor, the Contractor shall present evidence in writing to the City Clerk, City of South Gate, that the Contractor has a current combined single limit liability policy with aggregate limits for Bodily Injury and Property Damage in the amount of This amount may change to two (2) one million dollars (\$1,000,000). Attention is invited to the provisions of the Insurance Code of the State of California with reference to the writing of insurance policies covering risks located in this state, and the premiums and commissions thereon. A bidder to whom

the Contract is awarded shall furnish satisfactory evidence that the requirements of said code have been observed.

K. Liability Insurance: Before the contract is executed on behalf of the City, a bidder to whom the Contract has been awarded shall furnish to the City a policy or certificate of protective liability insurance in which the City shall be named as an additional named insured with the bidder. The policy shall insure the City and its officers, employees, elected officials, and agents; the bidder, his employees and their heirs, agents, and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the work to be performed.

L. Indemnification: The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City), the City, from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work services, materials, or supplies in connection with the performance of any contract entered into in connection with this RFP, any and all claims, lawsuits or actions arising from the awarding or execution of that contract, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury, death arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the City, in connection with any such claims, losses, lawsuits or actions. **THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER ANY SUCH CONTRACT.**

M. Assignment of Contract: No assignment by the Contractor of any contract to be entered into in accordance with the Request for Proposal, or any part thereof, or of funds to be received thereunder, will be recognized by the City unless has had prior approval of the City. Notwithstanding the foregoing, and to the extent permitted by law, the City has the absolute right to refuse, on any grounds or no grounds, any and all assignments or attempted assignments of the Contract Documents or of any rights to payment pursuant thereto.

N. Bid Proposal Protest: Bidders may file a "protest" of a Bid Proposals with the Public Works Department. In order for a Bidder's protest to be considered valid, the protest must:

- Be filed in writing within five (5) calendar days after the bid opening date;
- Clearly identify the specific irregularity or allegation;
- Clearly identify the specific City staff determination or recommendation being protested;
- Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- Include all relevant, supporting documentation with the protest at time of filing.
- If the protest does not comply with each of these requirements, it will be rejected

as invalid.

If the protest is valid, the Public Works Department or other designated City staff member shall review the basis of the protest and all relevant information. The Assistant City Manager/Director of Public Works or his designee will provide a written decision to the protestor. The protestor may then appeal the decision of the Assistant City Manager/Director of Public Works or his designee to the City Manager.

O. Non-Collusion Affidavit: The City reserves the right, before any award of the contract is made, to require any bidders to whom it may make an award of the principal contract, to execute a Non-Collusion Affidavit in the form attached hereto.

P. Prevailing Wage Requirements: Pursuant to California Labor Code Sections 1770, 1773, 1773.L 1773.6, and 1773.7, as amended, the applicable prevailing wages for this Work have been determined. It shall be mandatory upon the contractor to whom the contract is awarded to pay not less than the higher of the Federal and the State prevailing wage rates to all workers employed by them in the execution of the contract. The applicable Federal prevailing wage rates are those that are in effect ten (10) calendar days prior to Bid Proposals deadline; they are set forth on the Department of Labor website: <http://www.wdol.gov/wdol/scafiles/davisbacon/ca33.dvb> but are not printed in the Specifications. Lower State wage rates for work classifications not specifically listed in the Federal wage decision are not acceptable. The applicable State prevailing wage rates are set forth on the California Department of Industrial Relations website: <http://www.dir.ca.gov/DLSR/PWD> but are not printed in the Specifications; these rates are subject to predetermined increases.

Attention is directed to the provisions in Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California, the minimum prevailing rate of per diem wages for each craft, classification or type of workman needed to execute the contract shall be determined by the Director of Industrial relations of the State of California which are on file with the City Clerk of South Gate and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this work.

2.0 RFP SCHEDULE

Process	Date
1. RFP Issued	August 19, 2024
3. Mandatory Pre-Proposal Meeting	August 27, 2024
4. Last Day for Written Inquiries	August 28, 2024, 2:00 p.m.
4. Bid Proposal Due Date	September 12, 2024, 2:00 p.m.
5. Award Services Contract	October 22, 2024

6. Begin Services	November 1, 2024
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3.0 SCOPE OF WORK

The Contractor will be required to perform and complete the landscaping and maintenance work requested here in by providing all labor, tools, transportation, equipment, materials and supplies necessary to complete all work in a professional, thorough and timely manner, in accordance with standards and specifications as contained in Exhibit A, "Scope of Work."

4.0 REQUIRED BID PROPOSAL FORMAT

Contractors shall submit the following, as a minimum, in addition to the information required by other portions of this RFP:

A statement of the Contractor's qualifications applicable to this RFP, including the following:

- 1) Contractor's legal name, any fictitious business name(s) under which the Contractor is now doing business or ever has done business, and Contractor's address, phone numbers (Main office and Fax) and email.
- 2) Brief description of the Contractor's business.
- 3) A list of minimum three (3) references from recent public municipalities for which the Contractor has performed or is performing work of similar type, scope, and complexity within the past ten years. This list shall include the names, addresses, and phone numbers of the contracting party as well as a description of services performed and the dollar amount of the contract. Upon further consideration of the Contractor's proposal, the City may request additional references.
- 4) List of key staff who will work on the project that is the subject of this RFP, including qualifications and proposed duties. The names, titles, duties, licenses for each employee listed shall be included. Each employee must have an alternate employee listed in the event a replacement is needed. Contractor will be required to maintain the list throughout the contact duration, and it can only be amended upon approval by the City. Upon award of contract, the selected Contractor shall itemize and submit a breakdown of personnel, equipment time, and chemicals to be used for each of the tasks contained in these specifications. The City may request a breakdown of as part of the contractor evaluation.
- 5) Attach a company rate schedule including hourly charges for labor, equipment, and overhead.
- 6) The City's proposed agreement for services is attached for reference in Appendix A of this RFP. By submitting a bid, the Contractor agrees to enter into an agreement in that form if the bid is selected by the City.

- 7) Submitted Bid Proposal must include the required “Contractor’s Organization Statement and Performance History” forms and “Contractor’s Industrial Safety Record” found within this document.
- 8) All materials received in response to this RFP become public information and are available for inspection, however, as soon as the bids have been opened. The City reserves the right to retain all proposals submitted. Costs for developing proposal in response to this RFP shall be borne by the Contractor and will not be reimbursed by the City.

BID PROPOSAL

**CITYWIDE ANNUAL LANDSCAPING AND MAINTENANCE SERVICES
CONTRACT**

To Office of the City Clerk
South Gate City Hall, 8650 California Avenue
South Gate, California 90280

PR - 1

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CONTRACTOR INFORMATION

CONTRACTOR certifies that the following information is true and correct:

Business Name: _____

Business Address: _____

Telephone: _____

State Contractor's License No. and Class: _____

Original Date Issued: _____ Expiration Date: _____

Authorized Signature: _____

Name/Title: _____

Phone: _____

Fax: _____

Email: _____

CONTRACTOR’S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

The term “Owner” shall refer to any private firm or public agency to which the Contractor has submitted a proposal to, or contracted with, for any landscape maintenance services.

Submitted by: _____
Name must correspond with the Contractor’s license

_____ Corporation _____ LLC _____ Partnership _____ Individual _____ Joint Venture

If a corporation, LLC or limited partnership, under the laws of what State is it organized? _____

California Regional Office Address(es): _____

Use the form titled “Additional Information and/or Comments” for providing requested or additional information for each of the following questions to which you answer “yes” or for any comments.

- A. How many years’ experience in Landscape Maintenance Services current organization?
 - (a) As a Class L027 Landscaping Contractor? _____ From _____ to 20____
 - (b) As a Subcontractor? _____ From _____ to 20____

- B. Provide the following information as to contract experience with public entities or governmental agencies only, within the past ten (10) years. Use an additional sheet if necessary. If none, write “NONE” on the chart.

TYPE OF SERVICE	DATES FROM AND TO	NAME OF AGENCY AND CONTACT TELEPHONE

TYPE OF SERVICE	DATES FROM AND TO	NAME OF AGENCY AND CONTACT TELEPHONE

C. Has your company been the subject of any investigation, or administrative or judicial proceeding, by any Owner as to whether your company has made any false claim or other material misrepresentation with such order? YES ____ NO ____.

If YES, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry. This information may be used to determine if a contractor is responsible and/or responsive. An answer of “yes” will not automatically render the contractor to be non-responsible or non-responsive.

D. Have you or your company, or any officer or partner thereof, failed to complete a contract for an Owner? YES ____ NO _____. If so, indicate the name of each agency, dates, and the circumstances.

E. Is your company currently a party against any Owner in any litigation pertaining to any construction or maintenance work, or has your company been a party to such litigation? YES ____ NO ____.

If YES, as to each such litigation, state the name of the Owner, case number, the court and jurisdiction in which said litigation is pending or was brought, the nature of the litigation, the amount at issue in the litigation, the present status of such litigation, the date of resolution of such litigation if resolved, and the amount and method by which such litigation was resolved, if resolved. This information may be used to determine if a contractor is responsible and/or responsive. An answer of “yes” will not automatically render the contractor to be non-responsible or non-responsive.

CONTRACTOR'S QUALIFICATION STATEMENT

To: The City of South Gate

The undersigned certifies that the Contractor has successfully and properly completed or ongoing contracts of like nature, magnitude, comparable difficulty, and scope as specified in these specifications.

List three (3) recent comparable completed or ongoing contracts:

1. Name _____

Person to Contact Job Title Phone No.

City Contract Amount Date Completed

2. Name _____

Person to Contact Job Title Phone No.

City Contract Amount Date Completed

3. Name _____

Person to Contact Job Title Phone No.

City Contract Amount Date Completed

Signed _____ Title _____

Dated this _____ day of _____, 20__

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LIST OF EMPLOYEES

Use this page for provide the list of names, titles, duties, licenses for each employee who will be involved in this contract. The list shall be maintained throughout the contact duration.

ADDITIONAL INFORMATION AND/OR COMMENTS

Use this page for providing requested or additional information or for any comments. If no comments or additional information, write "NONE" at the top of this page. (Duplicate this page if more space is needed). Add corresponding "letter" of each question that the information or comment pertains to.

**CERTIFICATION OF NONDISCRIMINATION
AND AFFIRMATIVE ACTION**

As suppliers of goods or services to the City of South Gate, the firm listed below certifies that it does not discriminate in its employment with regard to race, medical condition, color, marital status, religion, sex, handicap, or national origin; that it is in compliance with all federal, state and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively principles of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned including all company employees, outside recruiting services, especially those servicing minority communities and to the minority communities at large.

4. To take affirmative steps to hire minority employees

Company Name

Signature

Title

Please include any additional information regarding equal opportunity employment programs now in effect within your company.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

This information must include all landscaping and maintenance work undertaken in the State of California by the Contractor and any partnership, joint venture, corporation, or other entity that any principal of the Contractor participated as a principal or owner for the current year and the last five calendar years prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporation (or other entity type), or individual Contractor. The Contractor may attach any additional information or explanation of data which the Contractor would like taken into consideration in evaluating the safety record. An explanation of the circumstances surrounding any and all fatalities must be attached.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD
Current Calendar Year and Last 5 Calendar Years Prior To

Year	2020	2021	2022	2023	2024	TOTAL
1. No. of contracts						
2. Total dollar amount of contracts (in thousands of \$)						
* 3. No. of fatalities						
* 4. No. of lost workday cases						
* 5. No. of lost workday cases involving permanent transfer to another job or termination of employment						
* 6. No. of lost workdays						

*The information required for these items is the same as required for columns (G), (H), (I), and (K) of Cal/OSHA Form 300A.

 Name of Contractor (print)

 Signature

Address

State Contractor License No. & Classification(s)

City

Zip Code

Telephone

**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES
CONCERNING THE CONTRACTORS' LICENSING LAWS**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned certify that I am aware of the following provisions of California law and that or entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

- a. **It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor**, except in any of the following cases:
- (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20103.5 of the Public Contract Code.
- b. If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.
- In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c. This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.
- d. This section shall not affect the right or liability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e. Unless one of the foregoing exceptions applies, a bid submitted to a public agency

by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the forgoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.**

- f. Any compliance or non-compliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g. A public employee or official shall not be subject to a citation pursuant to this section if the public employee, officer or employing agency made an inquiry to the board for the purpose of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the Contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State license Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

License No.: _____ Class: _____ Expiration date: _____

Date: _____ Signature _____

COST PROPOSAL

For all services described below, unless excluded by City in description of services below, City shall consider the bid proposal costs to include, but not be limited to, all labor, equipment, fees of any kind, overhead, traffic control, fuel, materials, consumables, surcharges, disposal fees, and any other cost associated with and necessary for the Contractor to perform such service. All requirements and cost items required to perform the work requested herein for which there is not a specific task item in the Cost Proposal, such as insurance and invoicing for example, shall be distributed amongst the various items of work being provided.

The Annual Amount and Extended Prices shall be calculated and tallied for each item of work. The Sub-total and Grand Total amounts shall also be tallied. **The Grand Total Amount shall reflect the total cost of three years of service, as follows:**

$$\text{Grand Total Amount} = (3 \times (\text{Sub Total--Annual Maintenance Services})) + (\text{Sub Total--Emergency Services})$$

The City will utilize the unit costs and tallied costs to confirm the accuracy of the costs submitted. If the City finds a mathematical error in a submittal within the tabulation of the Grand Total, a Sub-total, or an Extended Price, the City shall revise that amount to reflect the corrected sum.

In case of discrepancy between the Price Per Month and Annual Amount or the Unit Price and the Extended Price, the Price Per Month and the Unit Price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a Price Per Month and Unit Price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the Annual Amount and Extended Price columns, then the amount set forth in the Annual Amount and Extended Price shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Price Per Month and Unit Price. In case words and figures stated here in do not agree, the words shall govern and the figures shall be disregarded. Final payment shall be determined by the Field Operations Manager from measured quantities of work performed based upon the unit price.

The Annual Amount and Extended Prices are intended to show a potential amount of requested service and are being used for the sole purpose of evaluating unit service costs to determine the most qualified Contractor. Nothing in this RFP or in the estimated amount of units shown in the Annual Amount and Extended Prices is intended to be nor shall be taken to be a guarantee of such amount of any work, or amount of compensation under any future agreement. The Contractor shall be paid on the Annual Amount and Extended Prices only for work performed under the contract executed by the successful Contractor and the City.

CITYWIDE ANNUAL LANDSCAPING AND MAINTENANCE SERVICES PROGRAM

Name of Contractor: _____

In accordance with the Request for Proposal (RFP) for the Citywide Annual Landscaping and Maintenance Services Contract, the undersigned declares that he/she has carefully examined and read the RFP requirements and is familiar with the requirements therein contained, and proposes to furnish all labor, material, and supplies necessary to accomplish the terms of the maintenance contract at the following prices:

A. ANNUAL MAINTENANCE SERVICES

Item No.	Description	Months	Price per Month	Annual Amount
Maintenance Districts				
1	Maintenance of Tweedy Maintenance District in accordance with Exhibit A1 and the Specifications.	12		
2	Maintenance of Hollydale Maintenance District in accordance with Exhibit A1 and the Specifications.	12		
3	Maintenance of Azalea Regional Shopping Center Maintenance District in accordance with Exhibit A13 and the Specifications.	12		
4	Steam Cleaning Services in Accordance with Specifications and Scope of Work on Exhibits A1 through A13.	12		
5	Trash Receptacle Services in Accordance with Specifications and Scope of Work on Exhibits A1 through A13.	12		
City Facilities				
6	Maintenance of Hawkins Reservoir site per the attached Exhibit A2 and the Specifications.	12		
7	Maintenance of Water Well No. 26, No. 27, No. 23, and Westside Reservoir site, per the attached Exhibit A3 and the Specifications.	12		

Item No.	Description	Months	Price per Month	Annual Amount
8	Maintenance of Well 22-B and Well No. 23 per the Specifications.	12		
9	Maintenance of the Public Works Corporate Yard per the Specifications.	12		
10	Maintenance of Civic Center Parking Lot per the attached Exhibit A8 and the Specifications.	12		
11	Maintenance of San Miguel Ave. Vacant Lot per the Specifications.	12		
12	Maintenance of Alameda Street Sound Wall planter per the attached Exhibit A4 and the Specifications.	12		
13	Maintenance of Long Beach Blvd. and Willow Place, Vacant Lot per the Specifications.	12		
14	Maintenance of vacant facility lot at Paramount Blvd and Gardendale per the specifications	12		
City Roadways				
15	Maintenance of medians, sidewalks and public facilities located on Garfield Ave. and Firestone Blvd within the Street Median District per attached Exhibit A2 and Specifications.	12		
16	Maintenance of sidewalks and public facilities located on Imperial Highway from the Los Angeles River to Ryerson Ave, in accordance with Exhibit A5 and Specifications.	12		
17	Maintenance of medians located on Imperial Highway from the Los Angeles River to Ryerson Ave, starting in July of 2023, in accordance with Exhibit A5 and Specifications.	12		
18	Maintenance of medians, sidewalks and public facilities located on Firestone Blvd., from East Alameda Street to Rayo Avenue, per Exhibit A5 and the Specifications.	12		

Item No.	Description	Months	Price per Month	Annual Amount
19	Maintenance of medians, sidewalks and public facilities located on Atlantic Ave. from Salt Lake Ave to Abbott Road, per Exhibit A6 and per Specifications.	12		
20	Maintenance of medians, sidewalks and public facilities located on Tweedy Blvd, between Long Beach Blvd. and Alameda Street, as per Exhibit A7 and per Specifications.	12		
21	Maintenance of medians, sidewalks and public facilities located on Garfield Avenue from Roosevelt Avenue to Howery Street, per Exhibit A5 and per Specifications.	12		
22	Maintenance of medians on State Street, from Long Beach Blvd. to Martin Luther King Blvd., per Exhibit A10 and per Specifications.	12		
23	Maintenance of sidewalks and public facilities located on Long Beach Blvd, between Tweedy Blvd and Santa Ana Ave, per Exhibit A12 and per Specifications.	12		
Other Roadways				
24	Maintenance of Chakemco Street, from Atlantic Ave to Legacy Lane, per the Specifications.	12		
25	Maintenance of Miller Way, from Garfield Ave. to Frontage Road, per the Specifications.	12		
26	Maintenance of Ardmore Ave Frontage along LADWP ROW, west of Virginia Ave, per the Specifications.	12		
27	Maintenance of the sound wall and parkways at West Frontage Road, Northeast, and Northwest of Miller Way to the Urban Orchard Park entrance.	12		
28	Maintenance of Santa Ana Street, at Seville in accordance with Exhibit A11 and the Specifications.	12		

Item No.	Description	Months	Price per Month	Annual Amount
29	Maintenance of Century Blvd., from State Street to Santa Fe Avenue per Exhibit A9 and the Specifications.	12		
Miscellaneous Area				
30	Maintenance of LADWP ROW per the Specifications.	12		
31	Auto Accidents - Replanting and repairs.	12		
32	All center medians, replace plant material in bare/missing areas as directed.	12		
33	Special cleanups for three City events, annually, per Section 24.			
A. SUB-TOTAL – ANNUAL MAINTENANCE SERVICES				

B. EMERGENCY SERVICES

	Service	Unit	Unit Price	Estimated Units	Extended Price
1	Crew rental (M-F, normal business hours) [1][2]	Crew Hours	\$	200	\$
2	Crew rental (nights) [1][2]	Crew Hours	\$	250	\$
3	Crew rental (weekends and/or holidays) [1][2]	Crew Hours	\$	250	
B. SUB-TOTAL – EMERGENCY SERVICES					\$

[1] Unit Price shall include mark-ups, overhead, and profit.

[2] Payments will be made based on time and material.

C. ATTACH A LABOR AND EQUIPMENT RATE SCHEDULE

The rates shown on the firm’s standard rate schedule shall include mark-ups, overhead, and profit.

GRAND TOTAL AMOUNT FOR THREE YEARS OF SERVICE (Amount Written in Numbers):

\$ _____

GRAND TOTAL AMOUNT FOR THREE YEARS OF SERVICE (Amount Written in Words):

The GRAND TOTAL AMOUNT shall reflect the total cost of three years of service, as follows:

GRAND TOTAL AMOUNT = (3 x (Sub Total–Annual Maintenance Services)) + (Sub Total–Emergency Services)

The City of South Gate reserves the right to reject any and all bids or waive any informality or irregularity in the bid Proposal or the bid procedures and shall be the sole judge of the bids received.

The undersigned has carefully checked all of the above figures and understands that the City of South Gate, of any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid. The bidder agrees that this Bid Proposal Forms constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Request for Proposal from and after the bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

Submission of Cost Proposal and signature of representative of Contractor below shall serve as the basis for Contractor to perform stated services at the Price Per Month and Unit Prices specified for duration of the three-year term of the contract.

The undersigned represents that he/she is authorized to submit the Proposal on behalf of the Contractor. Contractor acknowledges that said Proposal shall remain valid for a period of ninety-(120) days and may not be withdrawn during such period.

CONTRACTOR

Signature

Date

Print Name

Title

Social Security or Taxpayer ID Number

DIR Registration Number

APPENDIX A

**SERVICES AGREEMENT
TO BE EXECUTED AND SUBMITTED UPON AWARDING OF THE BID**

AGR - 1

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AGREEMENT FOR THE NAME OF PROJECT
BETWEEN THE CITY OF SOUTH GATE AND _____

This Agreement for the _____, City Project No. _____ (“Agreement”), is made and entered into on _____, by and between the City of South Gate, a municipal corporation (“City”), and _____, a California corporation, License No. _____ (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

The City and the Contractor hereto mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with City to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No. _____, which involves the _____, City Project No. _____.

Said work shall be performed in accordance with the Plans, Specifications, and other Contract Documents, all of which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefore, except such labor, materials, equipment and services as are specified in the Contract Documents to be furnished by City.

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefore, the contract sum of _____ (\$_____) set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. City shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III

CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire Agreement between the City and the Contractor, are enumerated as follows: the Notice Inviting Bids, the Instructions to Bidders, the Accepted Proposal, the Bid Schedule(s), the List of Subcontractors, Contractor’s Industrial Safety Record, the Contractors Qualification Statement, the Bid Security Forms for Check or Bond, this Agreement, the Worker’s Compensation Insurance Certificate, the Performance Bond, the Payment Bond, the Non-Collusion Affidavit, the Specifications, and Special Provisions and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. These form the entire “Contract”, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE IV

INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City), the City of South Gate and its affiliated entities, its officers, employees, consultants and sub-consultants, their respective officers, agents, employees (collectively the “Indemnified Parties”), from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury, death arising out of or connected with the Contractor’s obligation to indemnify, defend and save harmless the “Indemnified Parties” as stated hereinabove including, but not be limited to, paying all legal fees and costs incurred in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT AND THE OTHER CONTRACT DOCUMENTS.

ARTICLE V

COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

Contractor shall commence work on a date to be specified in a written Notice to Proceed from the City’s Director of Public Works, and shall complete all work within _____ (___) calendar days thereafter (subject to “force majeure” delays, if any, to the extent allowed under the Contract Documents). If the work is not completed within that time, Contractor shall owe and pay to the City liquidated damages in the amount or amounts set forth in the Contract Documents.

ARTICLE VI

EFFECTIVE DATE

This Agreement shall become effective and commence on _____.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

CONTRACTOR NAME:

By: _____
Name, Title

Dated: _____

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 AND 1861.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

DATED: _____

CONTRACTOR NAME.

Contractor

By: _____
Name

President _____
Title

ATTEST:

By: _____
Signature

Title

INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

The following requirements must be met when submitting insurance certificates to the City of South Gate in connection with Public Works and other projects:

1. The insurance certificate must be issued to the City of South Gate, 8650 California Avenue, South Gate, CA 90280, attention of the City Engineer.
2. The City of South Gate, South Gate Housing Authority, and their officers, employees, elected officials, and agents must be shown as additional insured per ISO CG 20 10 11 85, and separate endorsement signed by an authorized representative of the insurance company is required.
3. The City has the right to request a copy of complete insurance policy including all endorsements and certificates.
4. The Certificate must include cross liability coverage either included in the Commercial General Liability coverage, and so indicate on the face of the Certificate under that heading or by separate endorsement.
5. The Certificate should also indicate that the insurance covers “All Operations” or should specify the particular services to be provided.
6. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Course of Construction insurance covering for “all risks” of loss. Earthquake and flood insurance is not required to be furnished by the Contractor.

Contractor shall maintain limits no less than:

1.General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project which is the subject of this Agreement and the location where work thereunder is to be performed, or the general aggregate limit shall be twice the required occurrence limit.

2.Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

3.Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

4.Course of Construction: Completed value of the project that is the subject of this Agreement.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1.The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.

2.For any claims related to the project that is the subject of this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3.Each insurance policy required by this clause shall be endorsed to state that coverage shall not

be canceled, or modified, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A:VII.**

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insurers under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Indemnification

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City of South Gate), the City of South Gate, the City of South Gate Housing Authority, their consultants and sub-consultants, and their respective officers, agents, and employees, from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, corporations or other entities furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or other entity, or property for damage, injury, death arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the City of South Gate, the City of South Gate Housing Authority, their consultants, sub-consultants, and other parties listed above, as stated hereinabove shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City of South Gate's choice in representing the City of South Gate, the City of South Gate Housing Authority, consultants and sub-consultants in connection with any such claims, losses, lawsuits or actions. **THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.**

**NAME OF PROJECT
CITY PROJECT NO. _____**

**FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate ("City" herein) has awarded to _____ Inc., ("Contractor" herein) a Contract for:

NAME OF PROJECT, CITY PROJECT NO. ____; and

WHEREAS, said Contract is incorporated herein by this reference; and

WHEREAS, said Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, Contractor and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ (\$_____) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications that accompany the Contract shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, the work, or the specifications.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

CONTRACTOR NAME:

By: _____
Name

Title ___ President _____

(Type address of Contractor)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

PROJECT NAME
CITY PROJECT NO. _____

100% PAYMENT BOND

WHEREAS, the City of South Gate, South Gate, California (“City” herein), has awarded to _____, (“Contractor” herein) a Contract for the work described as follows:

PROJECT NAME
CITY PROJECT NO. _____

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material suppliers and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of _____ (\$_____) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 9100(a), or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. If suit is brought upon this bond, the said Surety will pay a reasonable attorney’s fee to the plaintiff(s) and the City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100(a) as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Contractor and Surety on _____, 2021

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Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

CONTRACTOR:
CONTRACTOR NAME.

By: _____
Name

Title: _____

(Type address of Contractor)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
EACH AWARDEE OF A PRINCIPAL CONTRACT**

STATE OF CALIFORNIA)
) SS.
COUNTY OF)

_____ being first duly sworn, deposes and says that he is
of _____ (sole owner, a
partner, president, etc.) _____ the party making the foregoing bid,
that such bid is not made in the interest of or behalf of any undisclosed person, partnership,
company, association, organization or corporation, that such bid is genuine and not collusive or
sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put in
a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with
any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, that said
bidder has not in any manner, directly or indirectly, sought by agreements, communication or
conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the
overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any
advantage against the public body awarding the Contract or anyone interested in the proposed
Contract; that all statements contained in such bid are true and, further, that said bidder has not,
directly or indirectly, submitted his bid price, or any breakdown thereof, or the contents thereof,
or divulged information or data relative thereto, or paid and will not pay any fee in connection
therewith to any corporation, partnership, company, association, organization, bid depository or to
any member or agent thereof, or to any other individual, except to such person or persons as have
a partnership or other financial interest with said bidder in their general business.

Signed _____

Title

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public

(Attach Notary Certificate)

EXHIBIT A

SCOPE OF WORK

Exhibit A-1

5084906.1 -- L235.53

SCOPE OF WORK

A. TASK DESCRIPTION

Section 1 **General**

All applicable provisions of the City of South Gate Municipal Code and State law are incorporated herein by reference and are intended to govern maintenance methods, except as modified herein or are inconsistent with the provisions hereof.

It is the intent of the scope of work to include all maintenance services, materials, supplies, tools, equipment, and transportation necessary to maintain all portions of the property specified in the Agreement. It is understood and agreed that only the highest possible industry standards of landscape maintenance will be accepted and shall be consistently maintained.

Section 2 **Description of Work Sites**

The work areas to be maintained are, (a) within the public right-of-way, which is the back of the sidewalk on one side of the street to the back of the sidewalk on the other side of the street, and as described in the tables below, (b) within water facilities, parking lots and vacant lots, the areas include all planters, landscaped areas within the lot on which the facility is situated, and public spaces such as the paved parking areas, as described in the tables below, (c) within utility corridors such as the LADWP corridor, (d) within bike and pedestrian trails, (e) alleys, parking lots, sidewalk planters, and (e) any other location described in Section 2 and attached exhibits.

The work areas for this contract include, but not limited to, the following:

i. Tweedy Maintenance District:

Facilities to be maintained include but are not limited all of the streets listed herein, inclusive of sidewalks and tree wells, bus shelters and kiosks, bus stops, public sitting areas, public parking lots and landscaped areas, trash receptacles, all planters, and other facilities identified on the Specifications.

Streets	From	To
Tweedy Blvd.	West City limits, Alameda Street.	Legacy Lane.
Long Beach Blvd.	Centerline of Tweedy Blvd.	160 ft. North of the centerline of Tweedy Blvd.
Madison Ave.	Centerline of Tweedy Blvd.	160 ft. North of the centerline of Tweedy Blvd.
State Street	Centerline of Tweedy	160 ft. North of the centerline of Tweedy Blvd.

Exhibit A-2

Deeble Street	First Alley North of Tweedy Blvd.	Southside Right-of-Way on Tweedy Blvd.
Dearborn Ave.	First Alley North of Tweedy Blvd.	Southside Right-of-Way on Tweedy Blvd.
Victoria Ave.	First Alley North of Tweedy Blvd.	Southside Right-of-Way on Tweedy Blvd.
Elizabeth Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
Virginia Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
California Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
San Antonio Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
San Carlos Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
San Gabriel Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
San Juan Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
San Luis Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
San Miguel Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
San Vincente Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
Mallison Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
Otis Street	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
McNerney Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
Bowman Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
Alexander Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
Bryson Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
Hunt Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).

Parking Lots and Alley ways Northeast and Northwest of Tweedy Boulevard

Exhibit A-3

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N.E. corner California Avenue and first alley north of Tweedy Blvd.
San Antonio Ave.
San Carlos Avenue.
San Juan Avenue.
San Luis Avenue
San Miguel Avenue.
Otis Street.
McNerney Avenue.
Bowman Avenue.
Alexander Avenue.
Bryson Avenue.

Parking Lots and Alley ways Southeast and Southwest of Tweedy Boulevard

California Avenue
San Antonio Avenue and at 10013 San Antonio Ave.
San Carlos Avenue.
San Luis Avenue.
San Vincente Avenue
Mallison Avenue.
Bowman Avenue.
Bowman Avenue.
Alexander Avenue.
San Vincente Ave (along south wall only).

See Exhibit A1 for further information.

ii. Hollydale Maintenance District

Facilities to be maintained include but are not limited to all of the streets listed herein, inclusive of sidewalks and tree wells, bus shelters and kiosks, bus stops, public sitting areas, public parking lots and landscaped areas, trash receptacles, 4 existing planters, and other facilities identified on the Specifications.

Streets	From	To
Garfield Avenue	80 ft. north of the centerline of Roosevelt Ave.	North curb line of Howery Ave.
Main Street	Utah Avenue	First alley east of Garfield Ave.

Parking Lots

N.E. corner Utah Ave. and Main Street
S.E. corner Utah Ave. and Main Street
S.W. corner Garfield Ave. and Main Street

See Exhibit A1 for further information.

iii. Street Median Maintenance District

The Street Median Maintenance District shall include all of the road medians segments, and adjacent sidewalks and tree wells, bus shelters and kiosks, bus stops, public sitting areas, public parking lots, public spaces, landscaped areas, trash receptacles, and other facilities identified on the Specifications. Contractor shall maintain all of these facilities. The Street Median Maintenance District consists of the following locations:

1. The landscaped road medians encompassed within the area denoted in Exhibit A2, including but not limited to the road medians near the intersection of Firestone Boulevard and Garfield Avenue, extending north to the north City boundary, south to 300 ft. south of said intersection, east to the east City boundary and west to National Avenue. The District shall also include all public areas within the limits depicted on Exhibit A2 inclusive of Firestone Place, the Triangular pavement median on National Ave, and other. Maintenance of all public areas shall be in accordance with all applicable sections of the Specifications including but not limited to landscaped medians, trash receptacles, sidewalk, planters, including tree trimming and planting, weed spraying, and weed removal.
2. Those landscaped road medians on Garfield Avenue from Roosevelt Avenue and to Howery Street.
3. Those landscaped road medians located on Firestone Boulevard, from East Alameda Street to Rayo Avenue.
4. Those landscaped road medians located on Tweedy Blvd. from Long Beach Blvd. to East Alameda Street.
5. Those landscaped road medians located on Atlantic Avenue, from Salt Lake Ave. to Abbott Road.
6. Those landscaped road medians located on State Street, from Long Beach Blvd to Martin Luther King Jr. Blvd.
7. Those landscaped road medians located on Imperial Highway from the East side of the Los Angeles River to the easterly City limits, at Ryerson Ave.

iv. Hawkins Reservoir Site, 9021 W Frontage Rd

This location is on the southwest quadrant of Firestone Boulevard and the Long Beach Freeway (I-710). Access is via Garfield Avenue, Miller Way and Frontage Road West. Facilities to be maintained include but are not limited to paved areas, planters, landscaped areas, including tree trimming.

v. City Water Well Site No. 27, 2751 Tweedy Blvd.

This location is on the north side of Tweedy Boulevard and south side of Nebraska Avenue, east of Truba Avenue. Facilities to be maintained, include but are not limited to, trimming of trees located in proximity to city water wells, paved areas, planters and landscaped areas.

vi. City Water Well Site No. 26, 2528 Tweedy Blvd.

This location is on the north side of Tweedy Boulevard and south side of Nebraska Avenue, west of Truba Avenue. Facilities to be maintained, include but are not limited to, trimming of trees located in proximity to city water wells, paved areas, planters and landscaped areas.

vii. Westside Reservoir Site, 2751 Tweedy Blvd.

This location is on the north side of Tweedy Boulevard and south side of Nebraska Avenue. Facilities to be maintained include but are not limited to, trimming of trees located in proximity to city water wells, paved areas, planters and landscaped areas.

viii. Well 22-B, 10740 Lee Lane

Facilities to be maintained, include but are not limited to, trimming any trees located in proximity to city water wells, paved areas, planters, and landscaped areas.

ix. Well No. 23, 9595 Salt Lave Ave

Facilities to be maintained include the paved areas.

x. Public Works Corporate Yard, 4244 Santa Ana Street

Facilities to be maintained, include but are not limited to, trimming any trees located in proximity to city water wells, parking lots, paved areas, planters and landscaped areas, turf areas, trash receptacles, and trimming of all trees.

xi. Civic Center Parking Lot, 8650 California Ave

Facilities to be maintained include but are not limited to parking lots, paved areas, planters and landscaped areas, turf areas, and trash receptacles.

xii. Planter at Tweedy Blvd and Deeble Street

Facilities to be maintained include but are not limited to parking lots, paved areas, planters and landscaped areas, turf areas, and trash receptacles.

xiii. Long Beach and Willow Vacant Lot, 9001 Long Beach Blvd

Facilities to be maintained include but are not limited to parking lots, paved or unpaved areas, planters and landscaped areas.

xiv. Alameda Street Sound Wall Planter, 9200 Alameda St to 9800 Alameda St

This location is on the Westside of East Alameda Street, between Southern Avenue and Tweedy Boulevard Facilities to be maintained including but are not limited to paved areas, planters and landscaped areas.

xv. San Miguel Ave. Vacant Lot, 9900 San Miguel Ave

Facilities to be maintained include but are not limited to parking lots, paved or unpaved areas, planters and landscaped areas.

xvi. Century Blvd, from State Street to Santa Fe Avenue

North side of Century Boulevard from State Street to Santa Fe Avenue. Facilities to be maintained include but are not limited to sidewalks and trash receptacles.

xvii. Chakemco Street, between Atlantic Ave and Legacy Lane

Facilities to be maintained include landscaped planters, palm tree trimming, and the stormwater bio-swale located at the intersection of Legacy Lane and Chakemco Street.

xviii. Miller Way, Garfield Ave to East Frontage Road

Facilities to be maintained include but are not limited to sidewalks, paved areas, and the adjacent embankment.

xix. Ardmore Ave Frontage of LADWP ROW, west of Virginia Ave., Santa Ana Street, Liberty Blvd, and Independence Ave.

Facilities to be maintained include but are not limited to paved areas, planters, decomposed granite trails, landscaped areas, and vegetation and weed control.

xx. Los Angeles Department of Water and Power (LADWP) Right-of-Way, Along Southern Ave from California Ave to Vossler Ave, and from Calden Street to the Union Pacific Railroad Right-of-Way

Facilities to be maintained include but are not limited to the paved trails, the decomposed granite trails, landscaped areas, ground cover, vegetation, weed control, and open space with dirt surfacing.

xxi. Southern Ave Path, from California Ave to Atlantic Blvd and Calden Ave to

Railroad Right-of-Way

Facilities to be maintained include but are not limited to paved trails, decomposed granite trails, landscaped areas, vegetation, and weed control.

xxii. Intersections of (a) State Street and Liberty, (b) Paramount Blvd and Main St., and (c) Santa Fe Ave and Firestone Blvd. (Fifty (50') feet in each direction)

Facilities to be maintained include but are not limited to sidewalks, trash receptacles, bus stops, bus shelters, public sitting areas, and handrails.

xxiii. Azalea Regional Shopping Center Maintenance District

The Area includes the sidewalks and public facilities on the north side of Firestone Blvd and on the west side of Atlantic Ave, along the Frontage of the Azalea Shopping Center. Facilities to be maintained include but are not limited to sidewalks, trash receptacles, bus shelters, bus stops, public sitting areas and tree wells.

xxiv. Santa Ana Street, at Seville Avenue (distance, 50 feet in each direction)

Facilities to be maintained include but are not limited to the existing wall, sidewalks, trash receptacles and bus stop benches.

Section 3 Task Description

The work to be performed, in the aforementioned areas identified in Section 2, and identified elsewhere within the Specifications, shall consist of, but not limited to, furnishing all labor, materials and equipment necessary to maintain all landscaped areas described, herein to include, but not limited to, turf, shrubs, groundcover, vines and irrigation systems.

The work shall also include, but not limited to, furnishing all labor, materials and equipment necessary to maintain (a) maintenance and cleaning of bus shelter and bus stops facilities which includes emptying trash receptacles, litter abatement, graffiti removal and steam cleaning as designated herein, (b) emptying trash receptacles at designated locations, (c) maintenance and cleaning of benches and public sitting areas located within, (d) litter and weed removal at designated tree wells, and planters, and (e) maintenance of sidewalks which include steam cleaning, pick up debris, gum, animal feces, grease, paint, graffiti, glass and trash, (f) maintenance and cleaning of parking lots which includes litter abatement and emptying trash receptacles, and (g) Planting of annuals and mowing lawns in specified areas, and manual and chemical weed abatement.

There are an estimated 228 trash receptacles citywide, it is the responsibility of the Contractor to maintain all of the trash receptacles existing within facilities identified herein. There are also an estimated 44 bus shelters and 49 bus stops on roadways citywide, it is the responsibility of the Contractor to maintain all of the bus shelters and 49 bus stops existing within roadways identified herein. Finally, there are an estimated 15 kiosks to be serviced.

Major repairs, exceeding \$10,000 per year in labor and materials, to the irrigation system are not included. Prior to commencing any repairs that the Contractor believes may exceed \$10,000, the Contractor shall notify the City. Contractor shall provide a report with total costs to date, and a fee proposal for the additional repairs. Contractor shall not begin additional work beyond the \$10,000 without a Notice to Proceed from the City. City reserves the right to hire other parties to do the major irrigation repairs to the system.

In advance of submitting the bid proposal, the Contractor shall tour the sites and determine the quantity and type of landscaping and facilities to be maintained. If the proposer has any questions or clarifications, then proposer must alert the City prior to the July 22, 2024, by 4:00 P.M.

Actual work to be performed and frequency are defined in the following sections.

Section 4 Safety

The Contractor shall perform all the work required in such a manner as to meet all accepted industry standards for safe practices during all operations and to maintain safe condition of premises and rights-of-way at all times.

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public to include disruption of the noise levels within the area.

All incidents out of the norm including but not limited to crimes, thefts, vandalism, hazards, etc., shall be reported immediately by phone to the Police Department at (323)563-9500

Section 5 Cooperation/Collateral Work

The Contractor shall recognize that during the course of the contract other activities and operations may be conducted by City forces and/or other contractors. These activities may include, but are not limited to landscape refurbishment, irrigation system modification or repair, construction, and storm related operations.

The Contractor may be required to modify or curtail certain operations and shall

comply with any request by the City to cooperate. The City shall have complete authority to require the Contractor to comply with all provisions of the Agreement. The Contractor shall strictly and promptly follow the instructions of the City at all times. The City's decision upon all questions, claims, and disputes will be final and conclusive upon the parties of the Agreement. The City shall exercise any discretionary authority in a reasonable manner. If such alteration requires the Contractor to incur additional costs not customarily required in the proposal, then they shall notify the Public Works Director and/or his designee at least 72 hours in advance.

Section 6 **Contractor's Equipment**

All equipment and machinery utilized by the Contractor while performing work for the City shall be equipped and operated in such a manner so as to conform to all applicable laws and regulations including, but not exclusive to OSHA, concerning safety and operations. A complete listing of equipment must be submitted with the proposal on the form provided.

Section 7 **Inspection**

The Contractor shall have a superintendent/manager/supervisor available **once a week every other week** for the purpose of conducting walk-through inspections of all maintained facilities and will communicate with the Director and/or his designee.

Additionally, the Contractor's superintendent/manager/supervisor shall attend monthly status meetings at City Hall, Corporate yard, and Tweedy Mile Association meetings unless directed otherwise.

In addition, the Director or his designee shall inspect the maintained facilities at random intervals while work is being performed and at the completion of required work to not discrepancies. Discrepancies will be noted, and the responsible party shall eliminate any problems immediately.

Section 8 **Schedule**

The Contractor shall note the specific days and/or time frames have been established in this Scope of Work for the completion/performance of some items of work described herein.

Prior to the commencement of work, the Contractor shall be required to submit to the Director or his designee for approval, a schedule indicating the time/day/month proposed for performance of those items of work which are unspecified.

Requests to change the schedule shall be filed with the Director, or his designee, **at least 72 hours** prior to the scheduled time for the work. Requests to change the schedule shall be made by telephone and directed to the Director, or his designee,

Exhibit A-10

and followed in writing unless otherwise provided. All requests to change the schedule shall be subject to the approval of the Director, or his assignee. Therefore, the Contractor shall not implement any schedule changes until receipt of written notification from the Director, or his assignee that the requested change has been approved.

Failure to notify of a change and/or failure to perform an item of work on a scheduled day may result in a deduction of payment for that date, or work, even though the work is performed on a subsequent day.

The Contractor shall adjust his schedule to compensate for all holidays in such a manner that all work required to be performed on that day shall be performed on either the day before the holiday or on the day after the holiday as determined by the Director, or his designee. Holidays shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Section 9 Performance on Schedule

The contractor shall perform all work by following the best industry standards of landscape maintenance, including maintenance, workmanship, safety practices, and standards of cleanliness. Contract shall be required to perform the scope of work requested herein on schedule. Failure to complete the work as scheduled may result in the following actions:

- A) The sum of five hundred dollars (**\$500**) **per calendar day** will be deducted and forfeited from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or specifications.
- B) An additional amount equal to the costs incurred by completion of the work by an alternate source, whether it is City forces or Private Contractor, even if it exceeds the contract unit price will be deducted.
- C) These actions shall not be constructed as a penalty but as adjustment to payment for only the work actually performed or as cost to the City for inspection and other related costs from the failure of the Contractor to perform the work according to schedule.

The City will manage, coordinate, and verify the completion of all maintenance operations specified in the Agreement. They will also provide written notice of failure to perform the Agreement and indicate the amount to be deducted from the forthcoming progress payment. The city will inform the contractor when work is not performed in accordance with the scope of work.

Exhibit A-11

The City shall identify the work that has not been performed in writing, and, at the Contractor's request, via a field visit.

The contractor shall have 24 hours to respond, inclusive of the weekends and holidays. If the contractor fails to perform the work, the City may perform it with City forces, or other contractors at the expense of the Contractor.

The City shall have absolute control over the landscape maintenance program direction and execution. The City will regulate the standards noted in the Agreement and the precise level of service desired by the City.

Contractor shall personally supervise work or have a competent Lead Worker/Supervisor on site at all times during the progress of the work, with authority to act and be responsible for adherence to specifications and be available for consultation with the City.

Section 10 Notification

The Contractor shall inform the business/property owners and Juan Preciado (323) 357-5784 at least 72-hours before performing work impacting businesses and property owners, such as, steam cleaning, sweeping, etc. The notification to the City may be done by email to Juan Preciado at jpreciado@sogate.org or by fax to (323) 582-3106.

Notifications to business owners and property owners shall be done through the distribution of City pre-approved flyers to be distributed by the Contractor.

The Contractor shall take immediate action to resolve any complaints or requests due to unsatisfactory performance as soon as the Contractor is notified both verbally and/or in writing.

The City reserves the right to hire outside parties to perform major irrigation repairs exceeding \$1,000 or to perform any repairs with the City's own forces.

Section 11 Reports/Monthly Meeting

At the end of each month, the Contractor shall submit to the City, a detailed summary of all work accomplished which is other than that normally scheduled, along with the request for payment.

Contractor shall submit a detailed monthly maintenance work schedule to the City by December 2nd of each year.

The Contractor shall attend monthly Tweedy Business Mile Association meetings. Also, the contractor shall meet with the City Staff at least once a month or as directed by the Director of Public Works or his designee. The exact schedule of the meetings will be provided to the Contractor after the award of the contract.

Once a month and with the submittal of the monthly invoice for services, the Contractor shall submit a monthly report to the City describing all the work completed during the past month.

Section 12 **Traffic Control**

The Contractor shall provide and display all safety devices and traffic controls at all times when working in the public right-of-way. All Contractors' employees shall be attired in approved safety gear at all times and traffic control shall be as outlined in the **“Work Area Traffic Control Handbook and/or the CA MUTCD Manual.”** Failure to do so will result in an immediate shutdown of activity by the City. Any work not accomplished as a result of the shutdown shall be performed at another time with proper safety devices at no additional expense to the City.

Contractor shall use electronic arrow and message boards whenever doing work on an arterial street, collector street, or other streets where warrant conditions warrant it.

The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction maintenance, for a reasonable period of time. No overnight closure of any driveway will be allowed.

Section 13 **Contractor's Personnel**

Each of the Contractor's working crews shall have a responsible lead worker who may represent the Contractor to discuss the work in English with the Director, or his designate representative, at all times. The Contractor shall provide skilled landscape maintenance personnel, and wear an ID tag and shall wear a uniform where the Contractor's company name and logo is affixed. All Contractors' truck and equipment shall have a company logo and vehicle number affixed to it.

The Contractor's Lead Worker/Supervisor is responsible for executing the maintenance operations specified in the Agreement. He represents the Contractor and is responsible for supervising the Contractor's employees while they are performing the landscape maintenance service.

The City reserves the right to reject landscape crew personnel or supervisors of the Contractor's workforce. It shall be the Contractor's responsibility to replace such rejected workers in a manner that will not affect the execution of the responsibilities specified in the Agreement.

The City reserves the right to change the work hours and shift schedule. The Contractor shall be notified at least one (1) full week before such changes.

Section 14 Irrigation System Operations

Irrigation shall be maintained to ensure all landscaping is provided with sufficient irrigation water to promote and maintain a healthy appearance and condition at all times.

The entire irrigation system including all components from connection at meters shall be maintained in an operational state at all times. This coverage applies to all controllers and remote-control valves, gate valves and backflow devices, main and lateral lines, sprinkler heads, moisture sensing devices and all drip irrigation system components.

The Contractor shall complete corrective action within the following time frames after a verbal notification, followed by a written email notification:

- A) Irrigation repairs will be subject to City review and approval upon the contractor's invoice submittal detailing a list of itemized repairs and associated cost estimates.

- B) All minor irrigation repairs must be completed within the first three (3) working days, from the date of City approval. All minor repairs are at the Contractor's cost. Minor repairs may include but are not limited to, sprinkler heads, bubblers, broken lines and clocks, etc.

- A) All major irrigation repairs must be completed within the first seven (7) working days, from the date of City approval. Major repairs may include, but are not limited to, irrigation controllers, backflow devices, water controllers, electrical connections, and plant material damage.

The watering schedule will be established by the Contractor's Landscape Maintenance Supervisor. Application rates will be based on the amount of water the planted areas are capable of receiving without excessive runoff. The Contractor

shall monitor the requirements of the plant material, soil conditions, seasonal temperature variations, wind conditions and rainfall and shall make appropriate changes in duration of watering cycles. The site(s) is equipped with an automatic system which provides for repeat cyclers to allow for water application over shorter periods of time that will allow for proper infiltration and thereby minimize runoff.

All irrigation shall be accomplished in accordance with the following time frames:

- A) Automatic Systems Operation 10:00 p.m. – 6:00 a.m.
- B) Manual System Operation 9:00 a.m. – 3:00 p.m.

Special watering required during daytime hours such as after fertilization, during periods of extreme dryness or heat, and during manual irrigation cycles shall be conducted in accordance with the following criteria:

- A) There shall be minimal drift onto private property caused from wind.
- B) There shall be irrigation personnel present at all times at each location until watering cycle is completed.

All damages resulting from under or over watering shall be repaired at the Contractor's expense.

Section 15 Irrigation System Maintenance/Repair

All irrigation systems shall be tested and inspected **a minimum of twice a month. A status report is required to be submitted at the end of each month.**

A schedule shall be submitted at the start of the contract showing the location, day of week and time of day that each system will be tested. Any changes shall be submitted for approval prior to enactment.

The Contractor will adjust or clean all sprinkler heads, quick couplers, and valves to continue operation at maximum efficiency and performance.

All systems shall be adjusted in order to:

1. Provide adequate coverage of all landscape areas
2. Prevent excessive runoff and/or erosion
3. Prevent watering roadways and facilities such as walkways, fences, private property and parking areas.

In addition to required testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported.

1. All sprinkler heads shall be kept clear of overgrowth which may obstruct maximum operation. Contractor to replace all damaged and non-operational sprinkler heads.
2. All irrigation control valve strainers shall be inspected and cleaned a minimum of once per week.
3. All drip irrigation system emitters shall be cleaned, and emitter flow checked a minimum of once per week.
4. All irrigation system lateral lines shall be flushed a minimum of once every third month.
5. All backflow prevention devices shall be inspected for damage and leaks weekly. Any discrepancies shall be reported to the Director, or his assignee, immediately.

Section 16 Shrub Pruning/Maintenance

The Contractor shall be responsible for pruning all plant material, including shrubs and trees, from ground level. All trees are included in the required trimming operations. Large mature trees must be maintained a minimum of 14 feet above ground level by the landscape contractor. All dead and damaged branches and limbs shall be removed at the point of breaking at the time breakage occurs. All trimmings and debris shall be removed and disposed of offsite at the end of each workday. All pruning and trimming operations shall be completed under International Society of Arborist (ISA) standards.

Pruning shall be done according to the natural growth of each plant to maintain proper plant health by cutting out dead, diseased, or injured wood; to control growth when an unshapely shrub or tree occurs; and to increase the quality of flowers. Trees and shrubs will also be trimmed to prevent property damage or safety hazards such as sight restrictions, pedestrian obstruction, etc.

All shrubs shall be trimmed to maintain vertical, horizontal clearance along walkways, parking areas and medians to prevent encroachment onto private property, to prevent obstruction of visibility of traffic signals and all signs and to prevent obstruction of sight distance for drivers entering/existing driveways from roadways, alleys or adjacent private property.

Prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use.

Shrubs used as formal hedges or screens shall be pruned as required to present a

neat appearance without a sheared appearance.

Remove any spent blossoms or dead flower stocks as required to present a neat clean appearance. Cultivate ground surrounding shrubs, trees, and ground cover to maintain a healthy, vigorous appearance and growth rate.

All leaves shall be raked from under the shrubs **twice each month** as needed.

Section 17 Pruning Procedures (Shrubs):

All cuts shall be made sufficiently close, flush, if possible, to the parent stem so that healing can readily start under normal conditions.

All limbs 1” or greater in diameter shall be undercut to prevent splitting.

All equipment utilized shall be clean, sharp and expressly designed for tree pruning.

Fertilization shall be scheduled **every six (6) months** to keep shrubs in a healthy and desirable condition. The Contractor shall use a well-balanced fertilizer.

Section 18 Vines

Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports.

Do not use nails to secure vines on masonry walls.

Deep-water vines in pockets not provided with sprinklers as required to promote optimum growth.

The fertilization schedule of all vines shall be concurrent with fertilization of shrubs.

Vines shall be kept trimmed back from all signs, irrigation controllers and not allowed to grow up trees and into shrubs. Vines shall be trimmed to retain as much of the natural informal appearance as possible, consistent with the intended use which is to cover walls.

Section 19 Groundcover

Groundcover areas shall be maintained in a manner which will promote the healthy growth of the plant material in a somewhat natural state while removing weed infestations.

All groundcovers shall be trimmed to restrict growth from sidewalks, trees, shrubs, behind curbs, around sprinkler heads, and from private property at all times.

A regular program of pre-emergent chemical application shall be used to control weed growth supplemented by hand removal of noxious weeds or grasses as required.

Weeds and grasses shall be removed from all planted areas upon emergence and not later than the next scheduled working day.

All bare soil areas shall be cultivated a minimum of **once per month**.

All paper or litter that accumulates in groundcover shall be picked as needed to be in compliance with the City's zero tolerance policy of maintaining the areas within District No 1 in an impeccable condition.

All groundcover areas shall be fertilized **every ninety (90) days** to promote a healthy appearance.

Section 20 **Turf**

Mow all turf areas weekly, if necessary, to maintain the specified height, with clippings mechanically collected and the borders neatly trimmed. Trim around trees, rocks, valve boxes and other items located in the turf area keeping grass below weekly mowing height using a weed eater/line trimmer. The use of a line trimmer is not an acceptable substitute for an edger along paving, concrete walks and mow strips. The use of herbicides within the turf area as a means of trimming edges or around irrigation heads is not acceptable. Turf areas shall be mowed in accordance with acceptable horticultural standards. At no time shall more than 1/3 of the height of the grass be removed in any single mowing.

Irrigate as necessary to maintain proper growth rate and optimum appearance. The City shall approve all irrigation time cycles and shall be notified of any necessary changes 72-hours prior to any changes.

Maintain turf areas in a weed-free condition. For chemical control of broadleaf weeds, use of an approved selective herbicide shall be initiated on an as needed basis to maintain a weed-free condition. The Contractor shall supply the City Engineer or assignee a written notice prior to any application of herbicide, pesticide or any other chemical within any work area containing potable water well or storage reservoir.

The Contractor shall NOT apply said chemicals prior to receiving a written approval for chemical work in these areas.

Contractor shall replace, at his own expense, all portions of dead turf, or turf showing signs of deterioration and change of color. Exceptions in this area are per written approval under drought condition and/or state mandates.

Section 21 Fertilization (Turf):

- A) Fertilize four (4) times annually with “Best” Turf Supreme 16-6-8 controlled release fertilizer or an approved equivalent, using two (2) pounds actual nitrogen per one thousand (1000) square feet, in March, June, October and December, except that turn on landscaped median located on State Street, shall be fertilized and aerated as necessary to keep turf lush green and healthy year-round
- B) Obtain written approval from Director prior to commencing with the application of fertilizer.

Control pests, including rodents, snails and diseases continuously to provide a healthy environment for plants and the public. This is to be done on a continuous basis with baits placed daily, if necessary.

Level, roll and reseed turf as needed to remediate any damage due to mechanical equipment. Maintain a level surface and fill in any bare areas.

All turf areas shall be mechanically aerated twice a year, or as needed. Aeration shall be done to a depth of not less than four (4) inches and shall be done immediately prior to the **March** and **October** fertilization. Prior to aeration, all irrigation heads and any other items, that could sustain damage during aeration, shall be flagged and any necessary precautions shall be taken to ensure that irrigation, or similar equipment, is not damaged.

All landscape areas in close proximity to City potable water wells or storage reservoirs require special care by the Contractor to prevent the contamination by pesticides, herbicides, or fertilizers. Any contamination of the above-mentioned water sources resulting from the negligence of the Contractor shall be cleaned to City and State Health Department standards at the Contractor’s sole expense, and no additional compensation shall be allowed therefore.

Section 22 Trees, Shrubs, Vines, Annuals, and Groundcover Replacement

The Contractor shall replace, at his expense, any shrubs or plants which die due to the Contractor’s negligence or neglect. Size of replacement shrubs shall be equal to existing unless otherwise determined by the Director or his designated representative.

The Contractor shall replace annuals on roadway medians five times a year. At each location where annuals are existing, the entire planted area shall be removed

and replaced, with mature planting material.

Section 23 Weed, Pest and Disease Control

The planters, beds, tree wells and areas of all landscaping, inclusive of landscaping on roadway medians and parking lots, shall be kept clear and free of all weeds, pests, insects, and diseases at all times. Pests include, but are not limited to, gophers, snails, slugs, rabbits, squirrels and other rodents or pests which might cause harm or damage to the landscaping. Methods and materials used to accomplish this objective are subject to approval by the Director, or his designated representative prior to application. The Contractor is to possess all written recommendations, licenses, certificates and permits required by the State of California to handle and apply chemicals. A copy of said written recommendation, licenses, certificates or permits shall be sent to the City of South Gate Director or his assignee.

Non-restricted chemicals shall be used wherever possible to perform weed and pest control. All methods employed to perform Rodent/Pest Control shall conform to all federal, state and county environmental regulations.

Section 24 General Facility Maintenance

Trash receptacles shall be emptied and trash bags shall be replaced a minimum of **four (4) times per week on Mondays, Wednesdays, Fridays and Sundays or as needed to ensure that receptacles are not overflowing, EXCEPT FOR (1) TRASH RECEPTACLES ON TWEEDY BLVD, WHICH MUST BE SERVICED AND EMPTIED DAILY**, early mornings, and **(2) TRASH RECEPTACLES ON CENTURY BOULEVARD shall be emptied and trash bags shall be replaced a minimum of four (4) times per week on Mondays, Wednesdays, Fridays and Sundays or as needed to ensure that receptacles are not overflowing.** Concurrent with each trash pick-up, the Contractor shall wash the exterior of trash receptacles and their lids. Interior buckets of trash receptacles shall be washed monthly during the first week of each month. The Contractor shall provide plastic liners for all City-provided trash receptacles at the Contractor's expense. The contractor shall empty trash receptacles once during, and after special events which occur three (3) times a year.

All trash, weeds, and debris shall be removed from the sidewalks, tree wells, rest

areas, planters and medians on **Mondays, Wednesdays, Fridays, and Sundays, and trash debris shall be removed daily on (1) Firestone Blvd and Garfield Avenue within the area denoted on Exhibit A2, (2) Firestone Blvd East from Alameda Street to City limit, (3) Atlantic Ave from Salt Lake to Abbott, and (4) Tweedy Boulevard, from Alameda Street to Atlantic Ave.**

The Contractor shall remove all trash and debris from planted areas of parking lots, planters, and other hardscape areas, and clean all the areas from the edge of planted area curb to a distance of twenty-four (24) inches from curbs to remove all trash and debris **a minimum of four (4) times per week, on Mondays, Wednesdays, Fridays, and Sundays, as determined by the contractor and the city.**

The Contractor shall not sweep trash or debris into the streets and allow it to remain there for pickup by City street sweepers, unless directed to do so by the Director or his designee. Dust or nuisance conditions occasioned by Contractor's work will not be tolerated and shall be alleviated immediately.

In addition to the above, the Contractor shall be required to **perform three (3) special event cleanups per year or as instructed by the Director of Public Works or designee.** The Contractor shall be required to perform all items of work described in Section 3 on **the day before each event, on the day(s) of each event, and on the day after each event.** One special cleanup shall be required for the 3-day **Street Fair.** The other special cleanup shall be required for the **Christmas Parade.** The third special clean-up shall be as required due to a special City Event.

The Contractor shall not be allowed to alter the regular Monday, Wednesday, Friday, and Sunday schedule specified herein for each item of work but shall be required to perform these items of work on consecutive days if necessary to comply with these contract requirements. The Director, or his assignee, shall notify the Contractor in writing a minimum of thirty (30) calendar days prior to the scheduled day of each event. Performance of the three required special cleanups shall not be paid as extra work, but shall be included in the Contractor's final sum quoted price for General Facilities Maintenance and no additional compensation shall be allowed therefore.

Section 25 **Steam Cleaning**

Locations A: All public bus shelters, bus stops, bus benches, public rest and sitting areas, and the sidewalks underlying them in their immediate vicinity, within 20 feet of said street furniture, within the limits of the sidewalk, located citywide, except those areas listed on "Locations B" below.

Frequency: Bus shelters, bus stops, bus benches, public rest and sitting areas, and
Exhibit A-21

the sidewalks underlying them in their immediate vicinity, within 20 linear feet from said street furniture, within the limits of the sidewalk, require steam cleaning once per week.

Locations B: All sidewalks bus benches, public rest and sitting areas, and hardscape areas within the Tweedy Maintenance District; Hollydale Maintenance District; around the frontage of the Azalea Shopping Center on Atlantic Ave and Firestone Blvd; Atlantic Ave., between Patata Street and Abbott Road; Long Beach Blvd., between Tweedy Blvd. and North City limit; and Firestone Blvd., between Garfield Avenue and Alameda Street.

Frequency: Bus stops, bus shelters and their kiosks, bus benches and other public benches and rest areas, and the sidewalks underlying them in their immediate vicinity, within 20 linear feet from said street furniture, within the limits of the sidewalk, shall require steam cleaning once per week. The contractor shall steam-clean sidewalks at bus shelters, within a 15-foot radius.

1. Sidewalks shall require steam cleaning once per week within the Tweedy Maintenance District, Hollydale Maintenance District and along the Azalea Shopping Center.
2. Sidewalks shall require spot steam cleaning, once per week on Long Beach Blvd. The contractor shall review the conditions of the sidewalk along the entire length of the corridor and clean problem areas as needed to address issues.
3. Sidewalks shall require spot steam cleaning once per month on Firestone Blvd and Atlantic Blvd. The contractor shall review the conditions of the sidewalk along the entire length of the corridor and clean problem areas as needed to address issues.
4. Sidewalks, median hardscaped areas, and paved areas shall require steam cleaning once per month on Tweedy Boulevard from Long Beach Blvd to Alameda Street.
5. There are an estimated 15 kiosks that the Contractor shall steam clean.

Task Description:

Exhibit A-22

The Contractor shall thoroughly remove all gums, graffiti and stains by steam cleaning and any other means from all bus shelters, bus stops, sitting areas, sidewalks, walkways, benches, kiosks and paved areas, to the satisfaction of the Director of Public Works or designee. The Contractor shall use Best Management Practices (BMP's) as approved in the most current edition of the National Pollutant Discharge Elimination System (NPDES) Municipal Storm water and Urban Runoff permit to reduce and amount of pollutant to be discharged to the storm drain system.

Sample BMP:

Vacuuming the runoff before entering the catch basin by vacuum truck.

Retention debris with a waddle or filter prior to entering the catch basin and debris shall be picked up and disposed of properly.

Section 26 Miscellaneous Sites with Reduced Schedules

The following sites shall be maintained, and services shall be provided, in accordance with all of the applicable Specifications identified herein, however, with reduced schedules:

1. Chakemco Street shall be maintained once per ~~every two~~ weeks.
2. Miller Way shall be maintained on a monthly-basis. This location will be serviced once per week during the center median cleaning service.
3. Ardmore Ave Frontage along LADWP ROW, west of Virginia shall be maintained on a monthly basis.
4. LADWP ROW shall be maintained on a weekly basis. Contractor shall provide litter control, landscaping, clearing of any debris and or green plant material that can cause damage to bicycles, remove all vegetation on a weekly basis, in accordance with the Specifications. Weed control shall be done quarterly in accordance with Section 23 of the Specification.
5. Well 22-B and Well No. 23 shall be maintained once per month .\
6. San Miguel Ave. Vacant Lot shall be maintained once per month.
7. Long Beach Blvd. and Willow Place Vacant Lot shall be maintained once per month.

Section 27 ENFORCEMENT OF STANDARDS

Exhibit A-23

Contractor shall strictly adhere to the standards set forth in this section and these specifications.

1. Contractor to assign a staff member to drive through the maintenance areas DAILY, to ensure that all areas are kept clean and in an impeccable condition.

Failure by the Contractor to inspect areas daily will compel the City to perform that duty by hiring a third party. The cost to the City of providing this task will be deducted from any payments to Contractor.

2. All areas under the 4 maintenance districts (PR-12) shall be free from weeds, trash, deleterious materials, illegally dumped items, dying plants, unsightly plant material, chewing gum, and spilled paint.

The City of South Gate has a zero-tolerance policy for all items listed above in this sub-section. The contractor must immediately notify the City of any items, except the ones listed above, abandoned in the maintenance district areas.

Section 28 Emergency Services

Contractor shall provide emergency services on an as-needed basis, as follows:

1. Emergency services shall be provided either (1) during normal business hours, (2) during nights, and (3) on weekends, and (4) on holidays.
2. Normal business hours shall be from 7:00 AM to 5:00 PM; Monday thru Thursday. Night work shall be from 5:00 PM to 7:00 AM; and Weekend work shall be at all other times, with the exception of Holidays. Holidays shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
3. Contractor shall be required to respond within one hour of a request for service from the City.
4. All work for emergency services shall be performed in accordance with the scope of work requested herein.
5. Contractor shall not use subcontractors to perform any services, including without limitation emergency services.
6. Services shall be paid based on time and materials. Time will be compensated based on the unit bid price for Crew Hours in accordance with the bid proposal. Materials shall be compensated based on actual materials utilized to perform the repairs.

Section 29 Water

Contractor may utilize City water without charge from the adjacent City fire hydrants for dust control. Contractor shall utilize a City fire hydrant meter whenever he uses water, to record water use. Contractor shall be fully responsible for the City fire hydrant meter fee.

Section 30 Requests for Payments

The Contractor shall, on or before the 20th day of each calendar month after actual work is started, submit a request for payment to the City, with a summary of the work completed. The City shall process the Contractor's request for payment within sixty (60) days from the date of submittal of an approved invoice. The contractor hereby agrees to waive any late payment claims against the City for payments made within ninety (90) days after an "approved" invoice is received by the City.

Section 31 Disposal of Solid Waste

Solid waste, recyclable material and green waste, inclusive of landscape clippings, generated by the Contractor's activities or collected through the Contractor's operations shall be source separated. It shall be disposed of offsite at the end of each work day, or upon the completion of the Contractor's daily operations, whichever occurs first, at the City's Salt Lake Transfer Station, located at 9545 Salt Lake Ave, South Gate, CA 90280, at no additional cost to the City. The City shall not assess the Contractor disposal fees for disposing of solid waste, recyclable material and green waste at the Salt Lake Transfer Station.

B. MAINTENANCE STANDARDS

1. Alameda Sound Wall between Southern Ave and Nebraska Ave

Alameda sound wall planter shall be maintained and trimmed in straight and neat horizontal and vertical planes and shall not grow more or protrude than 30 inches from the sound wall. All "dead" areas shall be reported to the City and planted with similar plants. Failure by the Contractor to keep this site in excellent condition will compel the City to maintain it and charge the Contractor time and material (not less than \$500 per occurrence)

2. Medians and parking lots

All medians and parking lots, listed in this RFP, must have an impeccable appearance at all times. Dead plants must be removed immediately and replaced within 48 hours. In the event

the Contractor fails to replace the dead plants in the time prescribed above then the City will proceed with the replacement and will charge the Contractor time and material for the replacement and shall deduct the charges (minimum \$500 per occurrence) from future payments to the Contractor. All trash, weeds, and other materials must be removed from the medians and parking lots immediately. Failure to comply with this requirement will compel the City to complete the cleanup and charge the Contractor for time and material. (Not less than \$250 per occurrence). Such charges are to be deducted from future payments owed to the Contractor.

3. Trash receptacles

All trash receptacles, listed in this RFP, shall be emptied per the schedule in these specifications, and whenever full, as reported by the Contractor's staff assigned to monitor the maintenance areas. Contractor shall immediately empty trash receptacles when notified or as reported by the Contractor's staff assigned to monitor all sites. Failure to empty the trash receptacles when full will result in City crews completing the work. The cost of City time and material will be charged to the Contractor (not less than \$250 per occurrence)

4. City staff overview of maintenance duties by Contractor

Public Works Maintenance Division personnel shall monitor all regularly scheduled maintenance duties like steam cleaning operations and approve or disapprove the final product, immediately upon completion of the operations. The Public Works Maintenance Superintendent may at his discretion require a written report from staff certifying that all duties were performed according to the contract specifications.

EXHIBITS A1 THROUGH A12

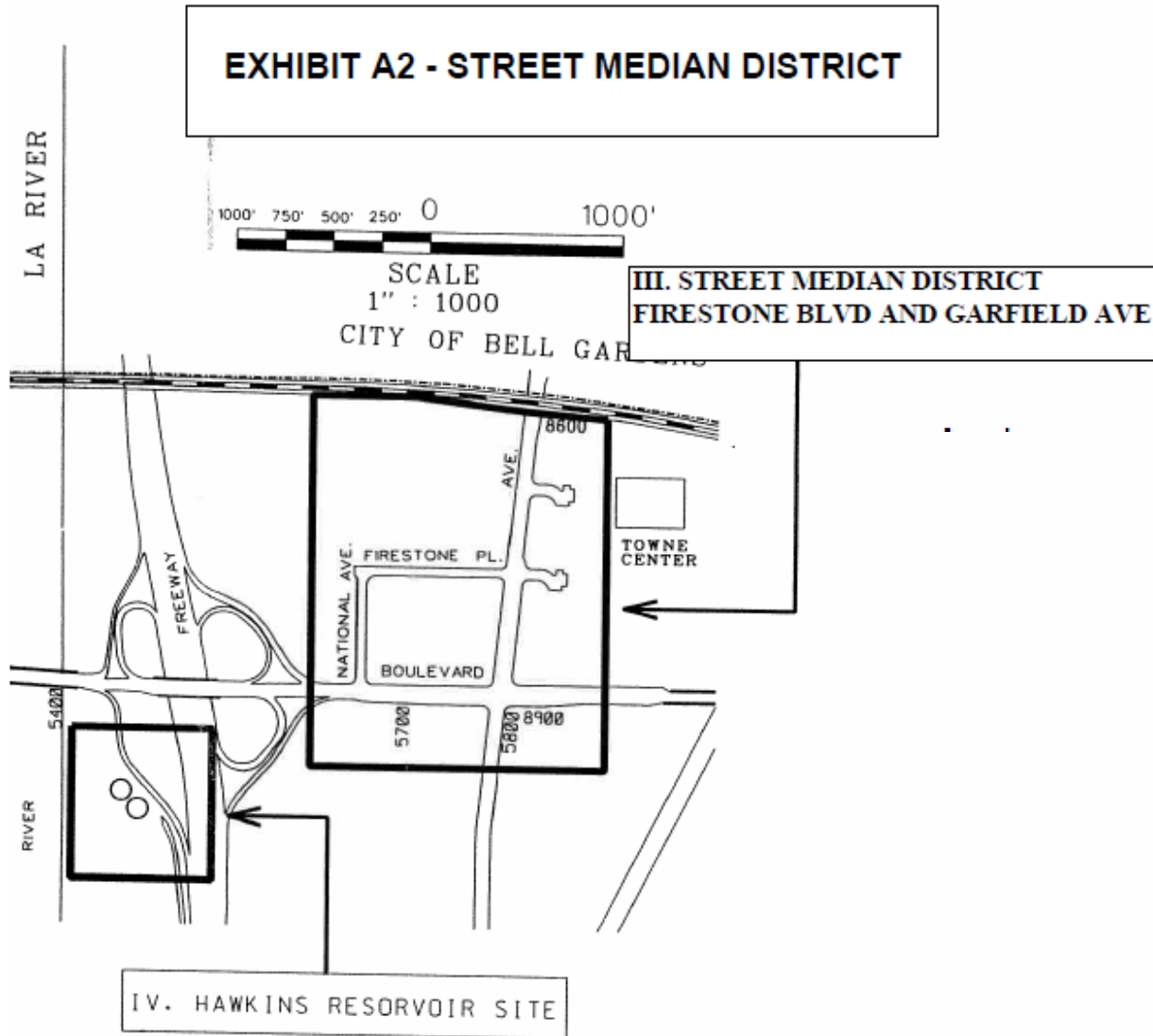
LOCATION MAPS AND TASK DESCRIPTIONS

NOTE: IT IS THE INTENENT OF THE SPECIFICATIONS TO IDENTIFY ALL OF THE SCOPE OF WORK REQUIRED TO BE PERFORMED ON ALL OF THE FACILITIES IDENTIFIED IN SECTION 2, AND ELSEWHERE ON THE SPECIFICATIONS AND EXHIBITS. THE EXHIBITS ARE PROVIDED FOR GENERAL INFORMATION HOWEVER ANY ADDITIONAL WORK IDENTIFIED IN THE EXHIBITS, NOT INCLUDED IN THE SPECIFICATOS, SHALL BE PERFORMED BY THE CONTRACTOR, AND INCLUDED IN THE BID PROPOSAL.

Exhibit A-27

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EXHIBIT A2 - STREET MEDIAN DISTRICT

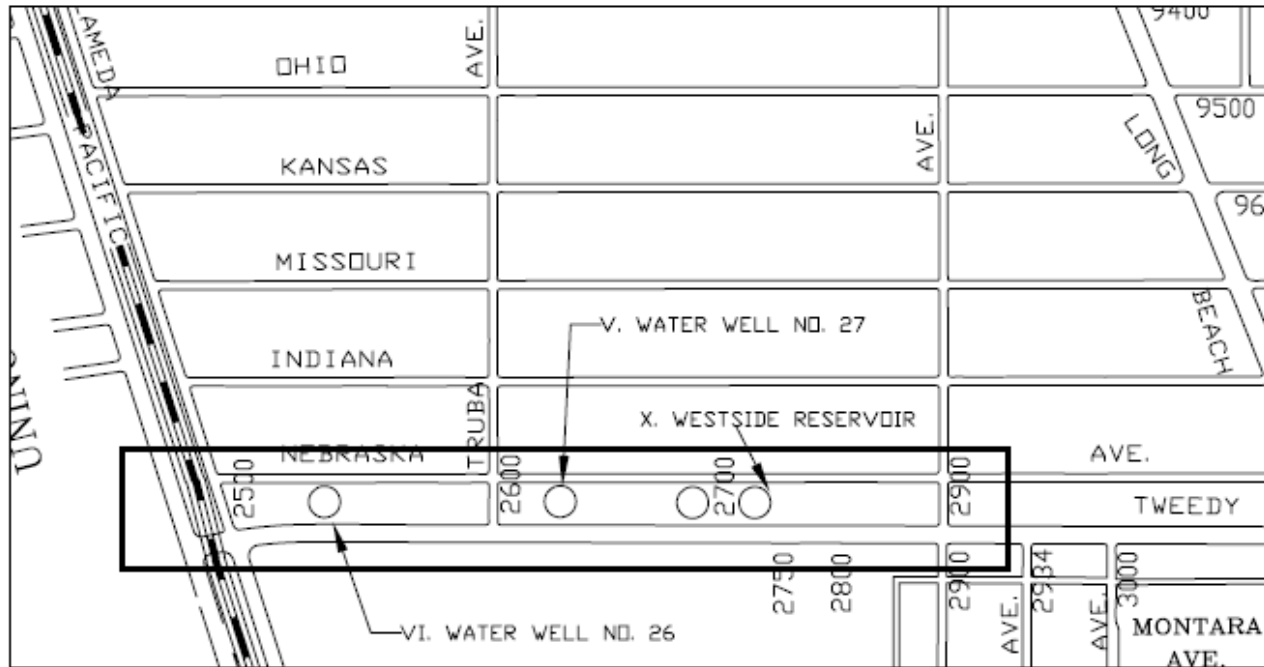


Street Median District (Firestone Blvd and Garfield Ave)

Perform all maintenance work required by, and in accordance with, all applicable sections of the specifications on parkways and medians, including but not limited to landscaping services; maintenance of groundcover, trimming bushes and hedges on the road medians; litter abatement and removing weeds from planters and medians daily, within the district in accordance with Section 23 and Section 24; servicing trash receptacles, inclusive of servicing those on Firestone Place, in accordance with Section 24; and steam cleaning facilities in accordance with Section 25, including but not limited to bus shelters, bus stops, benches, and any public sitting areas.

Exhibit A-29

EXHIBIT A3 - WELL SITES 26, 27 AND WESTSIDE RESERVOIR

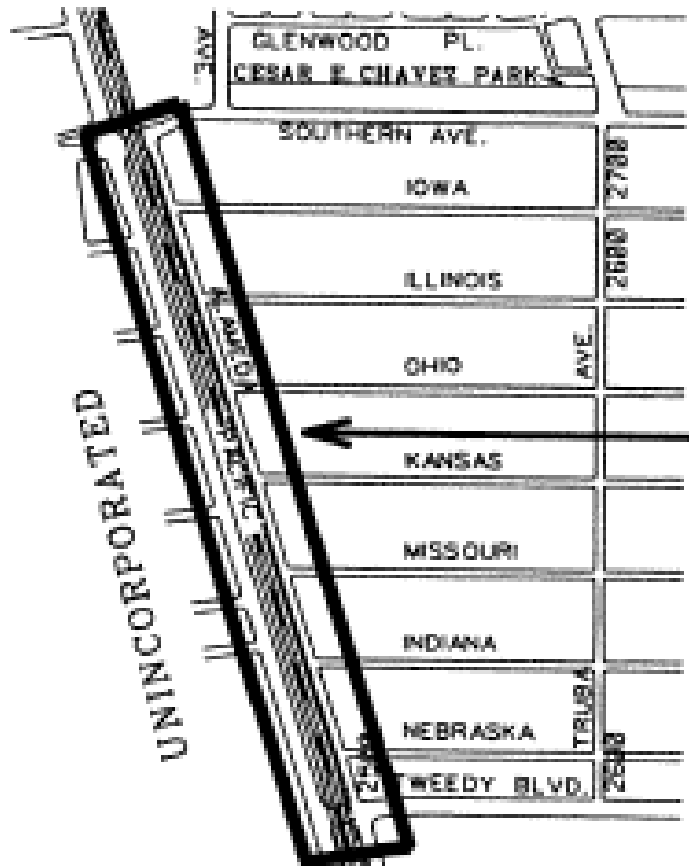


Site Maintenance

Contractor shall perform all maintenance work required by and in accordance with all applicable Specifications, including but not limited to landscaping services; removing trash and debris, and removing weeds from planters and landscaped areas bi-weekly, in accordance with Section 23 and Section 24.

Exhibit A-30

EXHIBIT A4 - ALAMEDA WALL AND FIRESTONE MEDIAN



XI. ALAMEDA SOUND WALL TWEEDY BLVD TO SOUTHERN AVE.

1. Maintain and trim vine along a straight line 30" from sound wall as needed
2. Trim hedges in planters along rectangular straight lines as needed
3. Remove dead vegetation as needed
4. Perform all work required in the project specifications
5. Visit and inspect site daily and report conditions to the City Project Manager.

Exhibit A-31

Exhibit A5

Firestone Blvd from East Alameda Street to Rayo Ave, (2) Imperial Highway from Los Angeles River to Ryerson Ave, and (3) Garfield Avenue from Roosevelt Avenue and Howery Street.

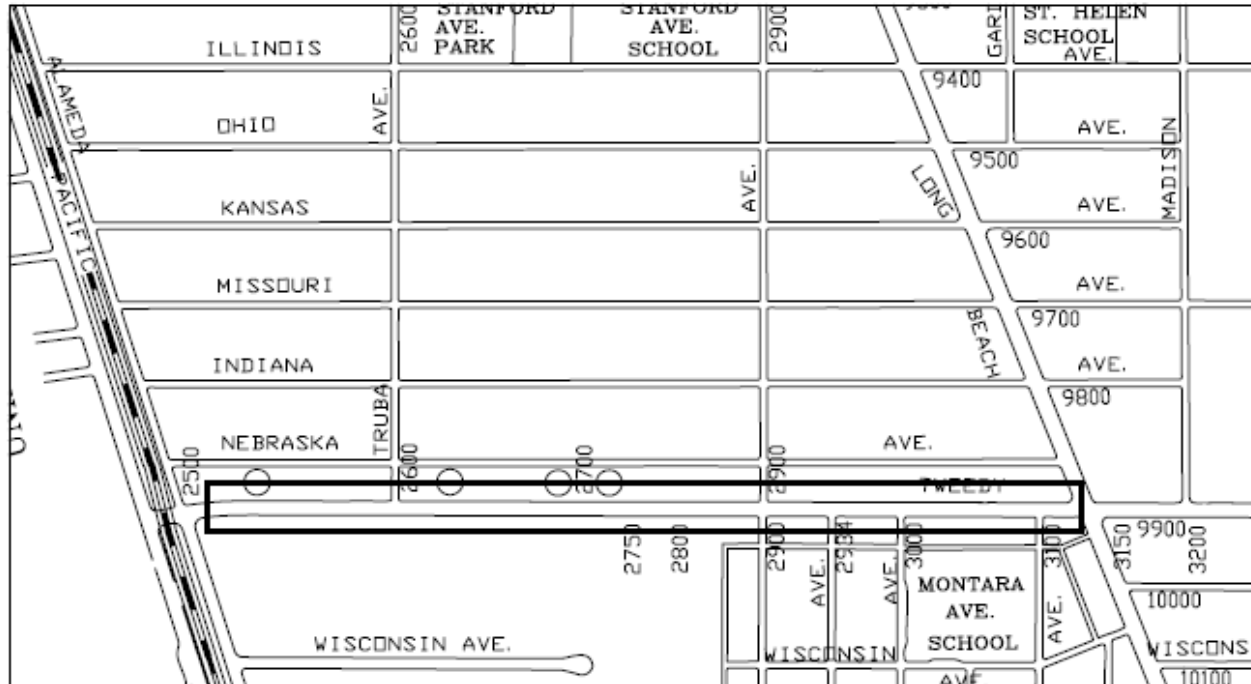
Perform all maintenance work required by, and in accordance with, all applicable sections of the specifications on medians, parkways, trash receptacles and public facilities, including but not limited to landscaping services; removing and replacing dead vegetation; maintaining hedges in good condition and trim to straight lines weekly where applicable; trimming hedges, landscaping and groundcover on a bi-weekly basis on the road median segment between Bryson and Kauffman; litter abatement and removing weeds from planters, in accordance with Section 23 and Section 24; servicing trash receptacles in accordance with Section 24; and steam cleaning public facilities and sidewalks in accordance with Section 25, including but not limited to bus shelters, bus stops, benches, and any public sitting areas.

Exhibit A6

Atlantic Avenue, from Abbott Road to Salt Lake Ave.

Perform all maintenance work required by, and in accordance with, all applicable sections of the specifications on medians, parkways and trash receptacles and public facilities, including but not limited to landscaping services; removing and replacing dead vegetation; maintenance of groundcover and flower beds on an as-needed basis; maintaining hedges in good condition and trim to straight lines weekly where applicable; litter abatement and removing weeds from planters, in accordance with Section 23 and Section 24; servicing trash receptacles in accordance with Section 24; steam cleaning public facilities and sidewalks in accordance with Section 25, including but not limited to bus shelters, bus stops, benches, and any public sitting areas; AND, Contractor shall steam clean median hardscaped areas once a month.

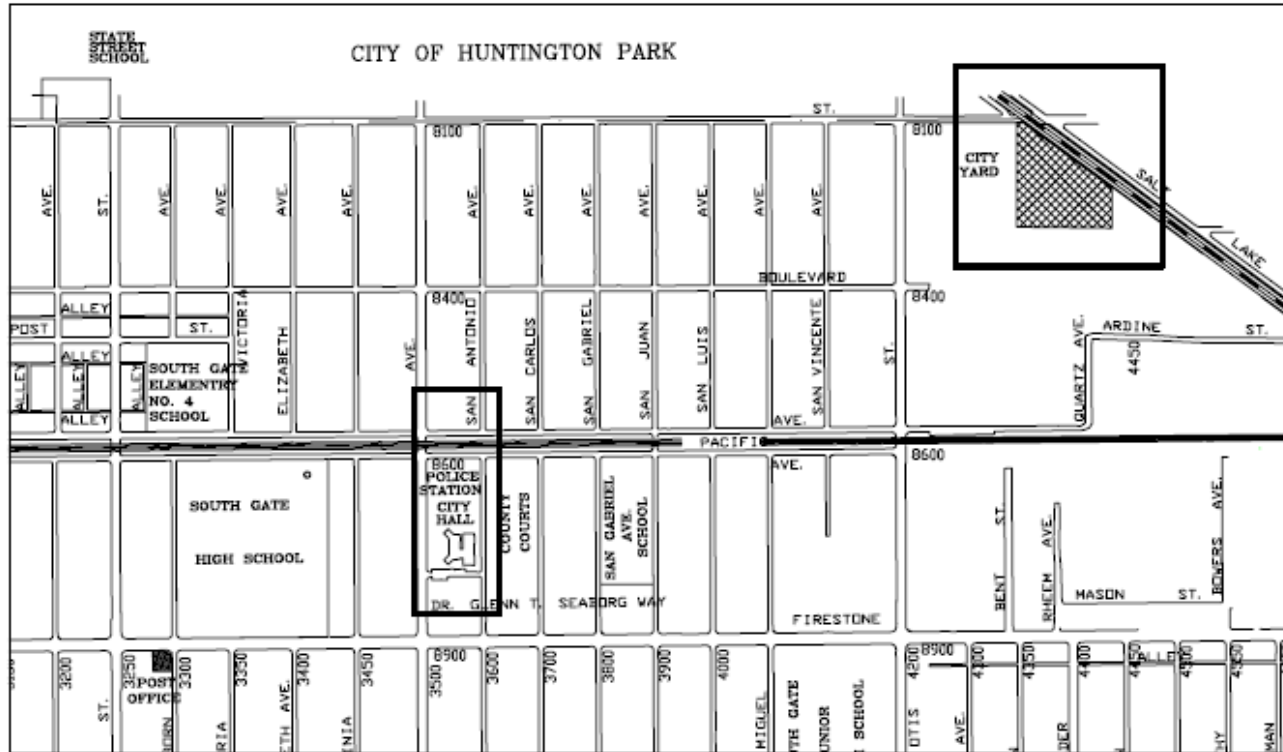
EXHIBIT A7 - TWEEDY MEDIAN BETWEEN LONG BEACH BLVD AND ALAMEDA ST



Perform all maintenance work required by, and in accordance with, all applicable sections of the specifications on medians, parkways, trash receptacles and public facilities, including but not limited to landscaping services; removing and replacing dead vegetation; maintaining hedges in good condition and trim to straight lines weekly where applicable; maintaining landscaping and ground cover; litter abatement and removing weeds from planters, in accordance with Section 23 and Section 24; servicing trash receptacles in accordance with Section 24; and steam cleaning public facilities, hardscaped medians, and sidewalks in accordance with Section 25, including but not limited to bus shelters, bus stops, benches, and any public sitting areas.

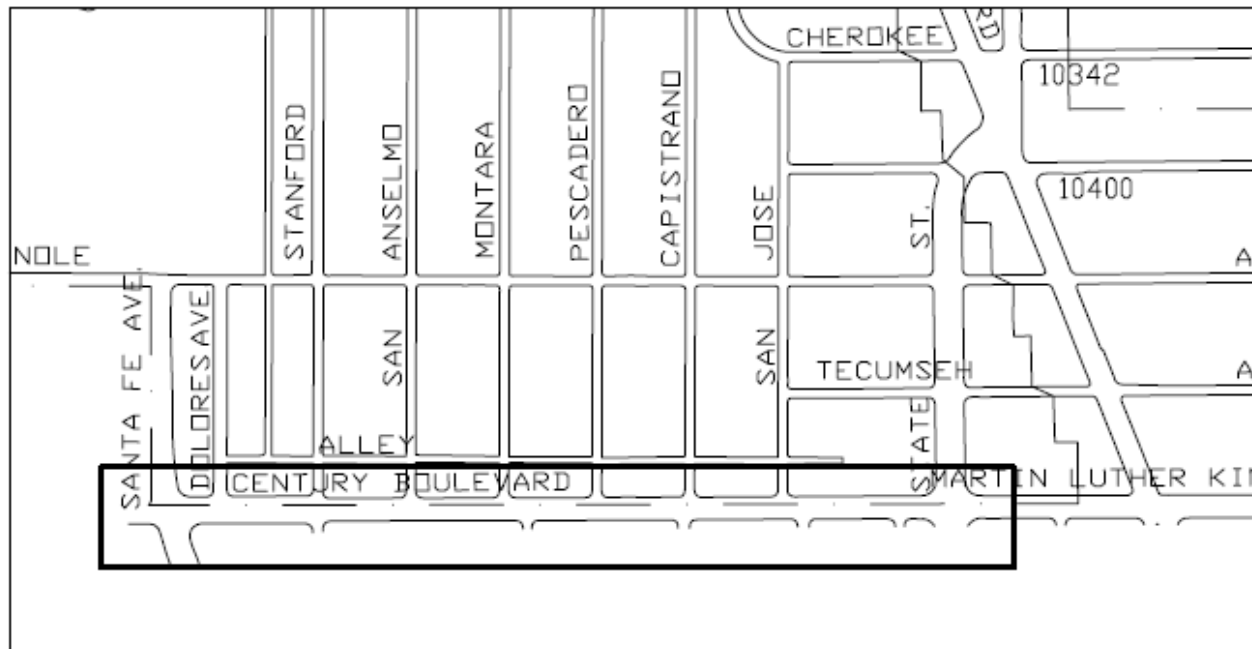
Exhibit A-33

EXHIBIT A8 - CIVIC CENTER AND MAINTENANCE FACILITY



Perform all maintenance work required by, and in accordance with, all applicable sections of the specifications on landscaped areas, sidewalks, planters and parking lots, including but not limited to, landscaping services; litter abatement and removing weeds; removing dead vegetation and plants on an as-needed basis; ensuring normal growth of plants; and changing color of flower beds five times a year. Perform all maintenance work required by, and in accordance with, all applicable sections of the specifications on parkways and trash receptacles, including but not limited to litter abatement servicing trash receptacles in accordance with Section 24.

EXHIBIT A9 - CENTURY BLVD FROM STATE STREET TO SANTA FE AVE

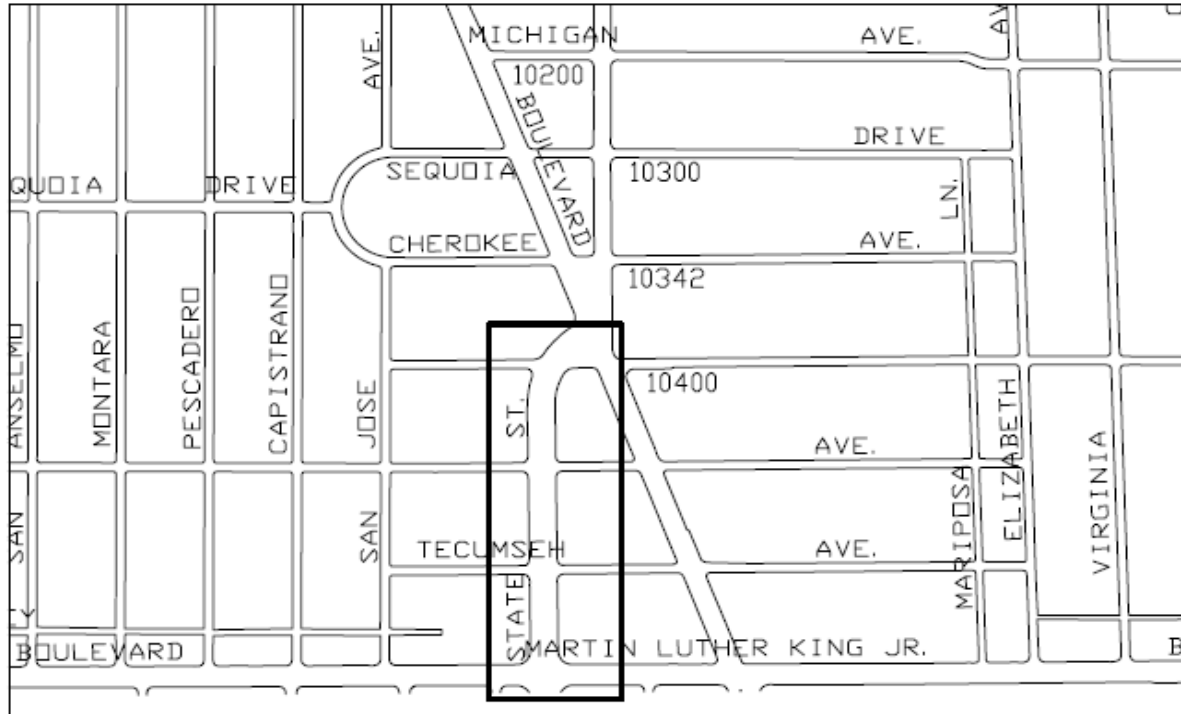


Perform all maintenance work required by, and in accordance with, Section 24 to service trash receptacles.

Exhibit A-35

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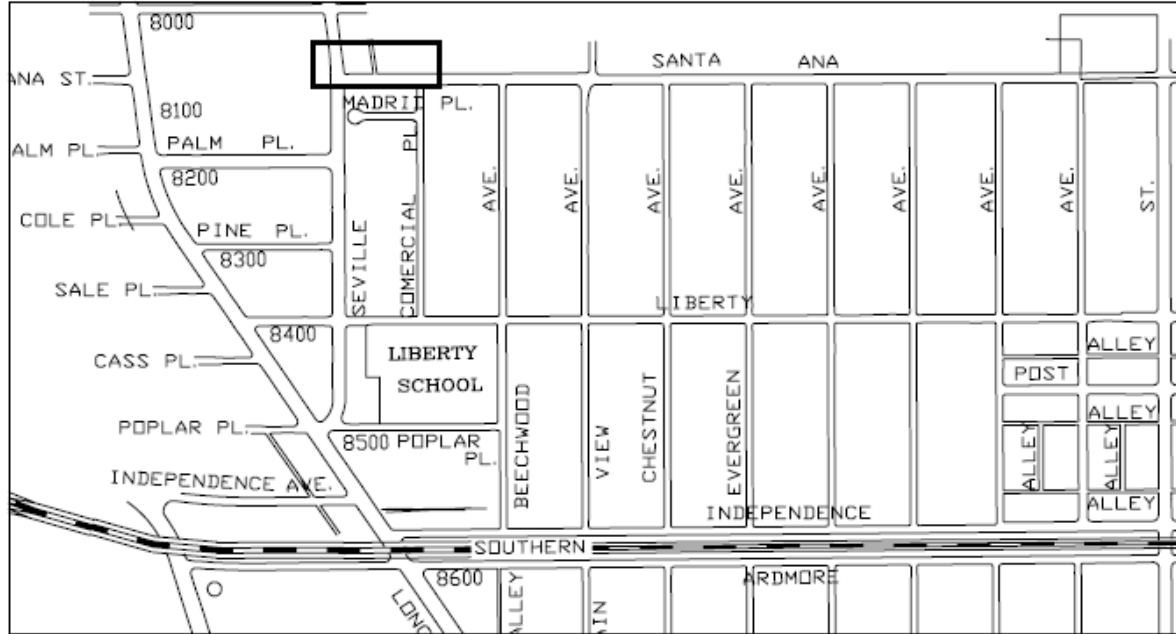
EXHIBIT A10- STATE STREET BETWEEN LONG BEACH BLVD AND MARTIN LUTHER KING JR BLVD



Perform all maintenance work required by, and in accordance with, all applicable sections of the specifications on medians, parkways, trash receptacles and public facilities, including but not limited to removing and replacing dead vegetation; mowing the turn once a week on the 20-foot wide median in accordance with Section 20, and replacing dead turn as-needed; litter abatement on the median only in accordance with Section 24; ensuring sprinklers are functional and provide full coverage in accordance with Section 14 and Section 15; removing pine needles from medians island, public areas and sidewalks; applying fertilizer at aeration treatments as necessary to keep turf lush green and in a healthy condition year-round; and removing weeds, gum, dirt, graffiti and USA markings from medians at Long Beach Blvd as-needed.

Exhibit A-36

EXHIBIT A11 - SANTA ANA STREET AT SEVILLE AVE



Perform all maintenance work required by, and in accordance with, all applicable sections of the specifications on sidewalks and public facilities, including but not limited to keeping wall free of graffiti; litter abatement and servicing trash receptacles in accordance with Section 24; and steam cleaning public facilities and sidewalks in accordance with Section 25, including but not limited to bus shelters, bus stops, benches, and any public sitting areas.

Exhibit A12

Long Beach Blvd, Tweedy Blvd to Santa Ana Ave

Perform all maintenance work required by, and in accordance with, all applicable sections of the specifications on sidewalks, trash receptacles and public facilities, including but not limited to landscaping services; litter abatement and removing weeds from tree wells, in accordance with Section 23 and Section 24; servicing trash receptacles in accordance with Section 24; and steam cleaning public facilities and sidewalks in accordance with Section 25, including but not limited to bus shelters, bus stops, benches, and any public sitting areas.

Exhibit A13

Azalea Regional Shopping Center District

Perform all maintenance work required by, and in accordance with, all applicable sections of the specifications on sidewalks, trash receptacles and public facilities including but not limited to, litter abatement and removing weeds from tree wells, in accordance with Section 23 and Section 24; servicing trash receptacles in accordance with Section 24; and steam cleaning public facilities and sidewalks in accordance with Section 25, including but not limited to bus shelters, bus stops, benches, and any public sitting areas.

Exhibit B 1

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