

**CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT**



REQUEST FOR PROPOSAL FOR

**CITYWIDE ANNUAL LANDSCAPE MAINTENANCE
CONTRACT**

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

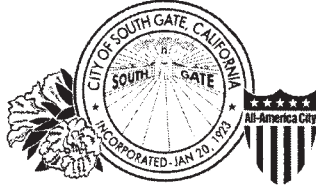
DAVID TORRES
FIELD OPERATIONS MANAGER
Office Phone Number: (323)563-5785
Email: dtorres@sogate.org

SUBMITTAL DEADLINE: December 5, 2017 AT 4:00 PM
MANDATORY PRE-PROPOSAL MEETING: November 8, 2017 AT 10:00 AM

October, 2017

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Carmen Avalos
City Clerk

City of South Gate

8650 California Avenue, South Gate, CA 90280-3075 (323) 357-9657 Fax (323) 563-9572

CITY OF SOUTH GATE

8650 California Avenue
South Gate, California 90280

Office of the
South Gate City Clerk
OCT 18 2017
FILED

REQUEST FOR PROPOSALS

CITYWIDE ANNUAL LANDSCAPE MAINTENANCE CONTRACT

The City of South Gate (City) is requesting proposals from qualified Contractors to establish a contract for Landscape Maintenance Services. The selected contractor will be responsible for providing general landscape maintenance services and as-needed work requested by the City.

Proposals shall be submitted to: South Gate City Hall, Office of the City Clerk, 8650 California Avenue, South Gate, California 90280 not later than **4:00 p.m. on December 5, 2017**. Proposals must include sealed cost proposals to be considered responsive. **One (1) original and three (3) copies** of the Contractor's proposal shall be submitted in sealed envelopes clearly marked on the outside "**Citywide Annual Landscape Maintenance Contract Request for Proposal**." Cost proposals must be submitted on the forms provided herein for this purpose. Proposals in the form of telephone calls, facsimiles, or e-mails will not be accepted.

Mandatory Pre-Proposal Meeting: A mandatory pre-proposal meeting followed by a field visit will be held on November 8, 2017, at 10:00 a.m., at the City's Corporate Yard located at 4244 Santa Ana Street, South Gate CA 90280.

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 to include, but not limited to, turf, shrubs, groundcover, vines and irrigation systems. The work shall also include emptying and maintenance of trash receptacles, maintenance and cleaning of benches, bus stop facilities, tree wells, and planters, and pickup debris, gum, animal feces, grease, paint, graffiti, glass and trash from all public places. Planting of annuals and mowing lawns in specified areas, manual and chemical weed abatement. Also, steam cleaning, and irrigation system maintenance.

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.

Contractor License: 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 Landscape Maintenance Contract**".

A contractor or subcontractor shall not be qualified to submit proposals, be listed in a 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. 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 at the time the contract is awarded.

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 and upon any subcontractor under him 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 Proposal 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.

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

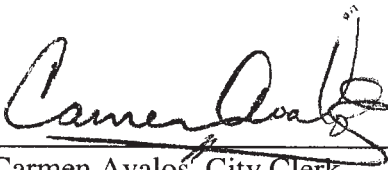
Damage in the amount of one million dollars (\$1,000,000).

The City of South Gate reserves the right to reject any or all proposals, or delete portions of any and all proposals or waive any informality or irregularity in the proposals or the proposal procedures and shall be the sole judge of the proposals received. Should it deem this necessary for the public good, and also the proposal of the contractor who has been delinquent or unfaithful in any former contract with the City of South Gate. All proposals shall be valid for a period of 120 days after City's proposal deadline, notwithstanding any award of Contract by the City to another contractor.

If any interested person seeks additional information regarding this Request for Proposal, please contact Dave Torres, Field Operations Manager, during regular business hours of the City of South Gate, 7 a.m. to 5 p.m., Monday through Thursday at (323) 563-9784 or by email at dtorres@sogate.org.

Notice given this 26th day of October 2017.

By order of the City of South Gate.



Carmen Avalos, City Clerk
City of South Gate, CA

CITY OF SOUTH GATE

CITYWIDE ANNUAL LANDSCAPE MAINTENANCE CONTRACT

GENERAL REQUIREMENTS

The City of South Gate (City) is soliciting proposals (Proposal) from qualified contractors (Contractor) for the Citywide Annual Landscape Maintenance Program. The selected contractor will be responsible for providing general land maintenance services and as-needed work requested by the City.

1. The Contractor shall be held liable for the faithful observance of any lawful instructions of the City, not in conflict with the Agreement, 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.
2. Contractor must have at least three (3) similar contracts with other municipalities or local agencies in California performed within the last ten (10) years. Each contract shall be of comparable size and scope of this contract (descriptions of these contracts and contact persons must be provided with the Proposal).
3. No subcontractors shall be used for this Work except for any specialist services to be provided by the Contractor. Any such subcontractors shall be described in the Proposal.
4. Employees in charge of the use of chemicals for weed control and pest abatement purposes shall possess a California Applicator's Certificate. List certification reference information.
5. Unless otherwise directed by the City, the green waste and trash generated from the maintenance effort shall be disposed of at the City Transfer Facility located at 4489 Ardine Street, South Gate, CA 90280.
6. Failure to complete any portion of the Proposal shall at the City's discretion may render the Proposal non-responsive and cause for rejection.

CITY OF SOUTH GATE
CITYWIDE ANNUAL LANDSCAPE MAINTENANCE CONTRACT
INSTRUCTIONS TO PROPOSERS

1.0 GENERAL

- 1) The City reserves the right to, at its sole discretion, (a) reject any and all Proposals that are deemed non-responsive by the City, (b) disqualify any and all Contractors that are deemed non-responsive, (c) negotiate fees and hourly rates with one or more Contractors, and (d) waive any irregularities in the Proposals and/or in their respective cost proposal, and (e) modify the scope of work specified herein. The City reserves such rights without penalty.
- 2) Attach a list of equipment, tools, chemicals or other products and personnel to be used for this contract. 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. Maintain the list throughout the contract duration, and it can only be amended upon approval by the City.
- 3) Upon award of contract, the selected contractor shall itemize and submit a breakdown of personnel and equipment time for each of the tasks contained in these specifications. The City may request a breakdown of as part of the contractor evaluation.
- 4) Provide three (3) references familiar with the work performed by the Contractor required in this RFP.
- 5) All materials received relative to general service proposals become public information and are available for inspection, however, after the procurement process has concluded. Professional service proposals become available to the public upon the award of contract. 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.
- 6) The selected Contractor shall not schedule any work on City Holidays as listed in Exhibit B, except for emergency work requested by the City.
- 7) Attach Labor and Equipment Rate Schedule(s) as part of the Proposal.

2.0 RFP SCHEDULE

Process	Date
1. RFP Issued	October 25, 2017
2. Mandatory Pre-Proposal Meeting 4244 Santa Ana Street, South Gate	10:00 A.M. November 8, 2017
3. Last day for Written Inquiries	November 17, 2017
4. Proposal Due Date	4:00 P.M., December 5, 2017
6. Panel Interviews	December 18, 2017
7. Award Services Contract	January 9, 2018
8. Begin Services	January 15, 2018

3.0 SCOPE OF WORK

The Contractor will be required to perform and complete the landscape maintenance work 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 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 Contract, 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 and phone numbers (Main office and Fax).
- 2) Brief description of the Contractor's business.
- 3) A list of minimum three (3) references of current or past contracts 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 this Contract, including qualifications and proposed duties.
- 5) Provide a complete list of machinery and equipment to be used. All equipment must in good working order; and shall be maintained and operated in full compliance with

OSHA regulations and State of California Department of Transportation (DOT) requirements.

- 6) Attach a company rate schedule including hourly charges for labor, equipment, and overheads.
- 7) The City's proposed agreement for services is attached for reference in Appendix A of this RFP. The Contractor should specifically indicate in its response any clauses in the City's proposed agreement, which are unacceptable to the Contractor.
- 8) The Experience Modification Rating ("EMR") issued to the Contractor by the California State Worker's Compensation Insurance Rating Bureau for each of the calendar years 2014, 2015 and 2016.
- 9) Submitted Proposal must include the required "Contractor's Organization Statement and Performance History" forms and "Contractor's Industrial Safety Record" found within this document.

4.0 AWARD CRITERIA

The award of any contract shall be at the sole discretion of the City. It is the intent to make an award to one Contractor although the City reserves the right to make multiple awards depending on the City's needs and the best interest of the City. The contents of the Proposal of the selected Contractor(s) will become the basis for a contractual obligation when the award of contract is made, although the City reserves the right to engage in negotiations over pricing, service and/or staffing with one or more Contractors.

Proposal Evaluation Criteria

The following criteria will be used to evaluate and rank the Proposals:

- 1) Contractor's qualifications, experience, past performance and track record (10 points).
- 2) The experience and past performance of the employees, agents, and subcontractors specifically assigned to this Contract (10 points).
- 3) Experience and familiarity with the local landscape maintenance standards (5 points).
- 4) Familiarity with municipal landscape maintenance standards (20 points).
- 5) Company resources and ability to respond cost effectively and timely to emergencies (10 points).
- 6) Cost-effectiveness of fee and hourly rates; (25 points).
- 7) The Contractor's EMR for calendar years 2014, 2015 and 2016 (10 points); and

8) Satisfactory reference checks (10 points).

Highest ranked Proposers will be invited to participate in interviews. The City envisions awarding the contract to the top ranked Contractor; however, only if final negotiations are successful and conclude with a mutually acceptable agreement. If necessary, the City may concurrently negotiate with other Contractors.

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

PROPOSAL

CITYWIDE ANNUAL LANDSCAPE MAINTENANCE CONTRACT

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

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 _____Partnership _____Individual _____Joint Venture

If a corporation, 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 General 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-responsive 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-responsive or non-responsive.

- F. List the Experience Modification Rate (EMR) issued to your company annually by the Workers' Compensation Insurance Rating Bureau (WCIRB) for the last three (3) years, beginning with the most recent year (Year 2014). The City may award a contract to a contractor regardless of the EMR ratings, at the sole discretion of the City.

YEAR 2014: EMR: _____

YEAR 2015: EMR: _____

YEAR 2016: EMR: _____

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__

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.

[illegible]

Use this page for provide the list of equipment, tools, chemicals or other products owned by the Contractor and to be used for this contract.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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.

[illegible]

**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.

CITYWIDE ANNUAL LANDSCAPE MAINTENANCE CONTRACT

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

This information must include all construction 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	2012	2013	2014	2015	2016	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

COST PROPOSAL

For all services described below, unless excluded by City in description of services below, City shall consider Unit Prices below 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. No qualifications, exemptions, or alterations of services described below will be allowed. All requirements for which there is not a specific task item, such as insurance, bonds, and invoicing for example, shall be distributed amongst the various unit prices being provided.

The Grand Total price shall be calculated by adding the Extended Prices for all Services as listed under General Services and Emergency Services.

The Extended Prices shall be calculated by each contractor and tallied for each Service as well as each Sub-total and the Grand Total. The 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 Extended Prices is intend 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 Unit Price only for work performed under the Agreement executed by the successful Contractor and the City.

CITYWIDE ANNUAL LANDSCAPE MAINTENANCE PROGRAM

Name of Contractor: _____

In accordance with the Request for Proposal (RFP) for the Citywide Annual Landscape Maintenance 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:

Item No#	Description	Months/ Each	Price per month/ event	Annual amount
1	Maintenance of Tweedy Maintenance District per Exhibit A1 and specifications	12		
2	Maintenance of Hollydale District per the attached Exhibit A1 and as described by the specifications	12		
3	Maintenance of Street Median District per attached Exhibit A2 and specifications	12		
4	Maintenance of Hawkins Reservoir site per the attached Exhibit A2 and as described by the specifications	12		
5	Maintenance of Water Well No. 26, No. 27, No 28, No. 29 and Westside reservoir site per the attached Exhibit A3 and as described by the specifications	12		
6	Maintenance of Public Works Corporate Yard per the attached Exhibit A8 and as described by the specifications	12		
7	Maintenance of Civic Center parking lot per the attached Exhibit A8 and as described in the specifications	12		
8	Maintenance of Alameda sound wall planter per the attached Exhibit A4 and as described in the specifications	12		
9	Maintenance of trash receptacles on Century Blvd. per the attached Exhibit A9 and as described in the specifications	12		
10	Maintenance of median on Firestone, East of Alameda per specifications	12		
11	Maintenance on Firestone between Kauffman and Bryson per exhibit A4 and per specifications	12		

Item No#	Description	Months/ Each	Price per month/ event	Annual amount
12	Maintenance of Atlantic median between Firestone Blvd and Abbott Road as per Exhibit A6 and per specifications	12		
13	Maintenance of Tweedy median between Long Beach and Alameda as per Exhibit A7 and per specifications	12		
14	Maintenance of State Street between Long Beach and Martin Luther King Blvd per Exhibit A10 and per specifications	12		
15	Maintenance of trash receptacles and bus benches on Santa Ana and Seville per Exhibit A11 and per specifications	12		
16	Maintenance of trash receptacles and bus benches on Long Beach between Palm and North City limits as per Exhibit A11 and per specifications	12		
17	Maintenance of Miller Way	12		
18	Maintenance of trash receptacle at State Street and Liberty Blvd	12		
19	Maintenance of trash receptacles at Paramount Blvd and Main Street	12		
20	Maintenance of trash receptacles at Firestone Pl and Garfield Blvd	12		
21	Maintenance of trash receptacles at Santa Fe Ave.	12		
22	Well 22-B Quarterly Maintenance per year	12		
23	Maintenance of trash receptacles, tree wells and bus benches on Long Beach between Palm and Tweedy both sides of the street	12		
24	Maintenance of trash receptacle at Imperial west of Garfield	12		
25	Long Beach and Willow vacant lot (Quarterly Maintenance)	12		
26	San Miguel vacant lot (Quarterly Maintenance)	12		
27	10013 San Antonio Avenue - Parking Lot	12		
28	Auto Accidents - Replanting and repairs	12		
29	Firestone Blvd. North side-east of Alameda	12		
30	Ardmore Ave @ west of Virginia Ave	12		
31	Azalea - empty trash containers at bus shelter	12		
32	Firestone - Hunt to Atlantic Atlantic- Patata to Firestone	12		

Item No#	Description	Months/ Each	Price per month/ event	Annual amount
33	Maintain path and decorative planter area on Southern	12		
34	Atlantic Median - Patata at RR Tracks	12		
35	Atlantic Landscape - Patata SWC	12		
36	Southern Powerlines - California to Hildreth	12		
37	Maintenance of daily trash receptacles on Tweedy Mile	12		
38	Special events in Tweedy Boulevard (Per Event) Exhibit A1B	3		
A. SUB-TOTAL – ANNUAL MAINTENANCE SERVICES				

B. EMERGENCY SERVICES

	Service	Unit	Unit Price	Estimated Units	Extended Price
1	Crew - as needed (M-F, normal business hours) [1]	Man Hours	\$	200	\$
2	Crew - as needed (nights) [1]	Man Hours	\$	250	\$
3	Crew - as needed (weekends and/or holidays) [1]	Man 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. If in case the standard rate schedule does not include mark-ups, overhead, and profit, append an attachment showing the necessary allowances for mark-ups, overhead, and profit.

CITYWIDE ANNUAL LANDSCAPE MAINTENANCE PROGRAM GRAND TOTAL, (written in numbers):

\$ _____

CITYWIDE ANNUAL LANDSCAPE MAINTENANCE PROGRAM GRAND TOTAL, (written in words):

The Grand Total is equal to the sum of (Sub Total – Annual Maintenance Services) + (Sub Total – Emergency Services).

The Extended Prices shall be calculated by each and tallied for each service. The Contractor shall also tally the summary of costs so that the amounts in the Sub-total and in the Grand Total are to be clearly identified. 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. The City reserves the right to waive any irregularities in the cost proposal.

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

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- (90) 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

AGREEMENT FOR MAINTENANCE SERVICES

APPENDIX A

AGREEMENT FOR MAINTENANCE SERVICES

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES (this “**Agreement**”) is entered into as of _____, 20__ by and between the City of South Gate, a Municipal corporation (the “**City**”) and _____, a _____ (“**Contractor**”), with reference to the following facts:

RECITALS

A. City is the owner of certain facilities more particularly identified in this Agreement below and in the Exhibits attached hereto.

B. Contractor has represented and does hereby represent to the City that Contractor has the requisite skills, knowledge, qualifications, manpower and expertise to maintain those facilities, and Contractor does hereby offer to perform maintenance services with respect thereto, as more particularly identified below in this Agreement and in the Exhibits attached hereto.

C. The City is willing to accept that offer, subject to the terms and conditions of this Agreement.

Now, therefore, the City and Contractor hereby agree as follows:

AGREEMENT

1. **Engagement and Scope of Work.** The City hereby engages the Contractor, and the Contractor accepts such engagement, to perform the maintenance services (“**Work**”) identified on Exhibit “A” hereto. The locations at which such Work is to be performed (“**City Facilities**”) are also identified on Exhibit “A” hereto. The Work shall include all the terms and conditions of Contractor’s proposal dated _____, 201__ (“**Proposal**”), which shall be attached as part of Exhibit “A” and which is incorporated herein by this reference; provided, however, that to the extent the Proposal conflicts with anything else in this Agreement, the terms of this Agreement shall control.

2. **Compensation Payable by City to Contractor.** The maximum amount of compensation to be paid to Contractor hereunder shall not exceed _____ Dollars (\$_____), which shall be full compensation for the Work. A more detailed description of the compensation payable to Contractor hereunder, including unit prices, monthly payments, and/or other information, conditions and limitations, is set forth on the Cost Proposal attached hereto as Exhibit “B”. Except as may be specifically set forth in Exhibit “B”, or approved by the City on a case-by-case basis, Contractor shall not be paid hereunder for any travel time in the performance of the Work. Except as otherwise provided in Exhibit “B”, on or before the twentieth (20th) day of each calendar month following the commencement of the Work, Contractor shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed in the previous month, and an itemization of eligible expenses with copies of receipts

and invoices. If, after review by the City, the Work is found to be unacceptable, Contractor, at its expense, shall expeditiously correct such unacceptable Work. If Contractor fails to correct unacceptable Work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the Work. Subject to the City's right to reject all or any part of the charges set forth in such invoice as provided herein, the City shall pay Contractor the amount of such invoice within thirty (30) days of receipt and approval of such invoice.

3. **Term of Agreement.** The term of this Agreement (“**Term**”) shall commence on _____, 201____, and shall terminate on _____, 20____, unless terminated sooner pursuant to the provisions of Sections 9, 10 or 13.2 below. This Agreement shall not be automatically renewed or extended; performance by Contractor of any Work following said termination date shall be prohibited, and Contractor shall not be entitled to compensation therefore, in the absence of a written agreement pertaining to such additional Work executed by the City and Contractor pursuant to Section 20.10.

4. **Commencement of the Work.** The execution and delivery of this Agreement by the City and Contractor does not constitute an authorization for Contractor to proceed with the Work. Contractor shall commence performance of the Work within seven (7) days after the City issues to Contractor a written notice, signed by the City’s Director of Public Works (“**Director**”), instructing Contractor to proceed with the Work. Contractor represents and warrants to the City that Contractor will be able to commence the Work within that time in compliance with all requirements of this Agreement, including without limitation those set forth in Sections 6, 7 and 8 below.

5. **Inspection of Work.** The Director and his designees shall have the right to review and inspect the Work performed by Contractor hereunder at any and all times, with respect to the quality of the Work and Contractor’s conformance to the terms of this Agreement, pursuant to the City’s established review and approval procedures as the same may be amended from time to time. Without limiting the City’s rights under Section 2 above, if the Director or his designee determines as a result of any such inspection that any aspect of the Work is unsatisfactory for any reason (including without limitation failure to meet the performance standards specified in Section 8 below), then Contractor shall promptly correct the Work at no additional cost to the City.

6. **South Gate Business License.** Without limiting the generality of Section 8 below, Contractor shall obtain a City of South Gate business license before performing any Work under this Agreement.

7. **Contractor Must Pay Prevailing Wages to its Employees.** This Agreement is a public works contract. As such, pursuant to regulations established by the California Department of Industrial Relations and codified at 8 CCR §§ 16000 and 16001(f), Contractor’s performance hereunder is subject to Contractor’s compliance with prevailing wage rate payment requirements under California Labor Code § 1771. Contractor must pay “prevailing wages” to all personnel employed by Contractor who perform any portion of the Work. Information regarding prevailing wage determinations can be found on the Department of Industrial Relations’ web site at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. It is Contractor’s responsibility to

interpret and implement any prevailing wage requirements. Contractor agrees to pay any penalty or civil damages resulting from a violation of prevailing wage laws with respect to this Agreement. The City advises Contractor to familiarize itself with those laws, including without limitation those set forth at California Labor Code §§ 1720 through 1861, inclusive.

8. **Performance Standards and Requirements.** Contractor shall perform and complete the Work promptly, diligently, and in a manner satisfactory to the City. Contractor shall furnish all equipment, tools, materials, labor and other services necessary to fully and adequately perform the Work, and shall pay all applicable fees and expenses associated therewith. Contractor and its subcontractors shall perform all acts required to complete the Work under this Agreement (i) in a skillful and workmanlike manner, (ii) consistent with the standards generally recognized as being employed by other maintenance companies in the State of California, and (iii) in accordance with all federal state and local laws, regulations and ordinances applicable to the operation of Contractor's business and to its performance of the Work under this Agreement. Contractor warrants that (a) all of its employees and subcontractors shall have sufficient skills and experience to perform those portions of the Work assigned to them, (b) they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and (c) such licenses, permits, qualifications and approvals shall be maintained throughout the Term of this Agreement.

9. **Independent Contractor.** In performing its duties hereunder, Contractor shall at all times act as an independent contractor. Contractor shall complete the services required of it hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of Contractor and not subject to the control or supervision of the City except as to the results of the work and except as otherwise specifically set forth in this Agreement. In no event shall Contractor have any authority or power under this Agreement to incur any debt, obligation or liability on behalf of the City. Neither Contractor nor its employees are employees of the City, and nothing in this Agreement shall render Contractor an employee, partner, agent of, or joint venturer with the City for any purpose. Neither Contractor nor its employees shall represent themselves as employees of the City. Personnel employed or subcontractors retained by Contractor shall not acquire any rights or status regarding the City. Neither Contractor nor its employees shall have any claim against the City hereunder or otherwise for salary, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Contractor is responsible for complying with all obligations of an employer imposed under federal or state law. The City shall not withhold Social Security and Medicare taxes from any payments made to Contractor hereunder, nor shall the City make any such payments on Contractor's behalf. The City shall not make state or federal unemployment contributions on Contractor's behalf or withhold state or federal income tax from Contractor's payments hereunder. Contractor shall pay all applicable taxes related to the performance of services under this Agreement including all federal, state or local income, Social Security, Medicare, and self-employment taxes. Contractor will also pay all unemployment contributions for its employees related to the performance of services under this Agreement. Neither Contractor nor its employees or contractors are eligible to participate in any employee, pension, health, vacation pay, sick pay or other fringe benefit plan of the City. Contractor shall complete and submit to the City an IRS Form W-9 and acknowledges that the City will issue to Contractor an IRS Form 1099 for non-employee

compensation for all payments for the Work rendered hereunder. Contractor agrees to indemnify and hold the City harmless from and against any and all liability arising from any failure of Contractor to pay any income or other tax when due on account of the compensation paid to Contractor by the City hereunder (and Contractor's obligation to indemnify the City under this Section 9 shall survive the expiration or sooner termination of this Agreement).

10. **Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Contractor will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Contractor to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall include the foregoing non-discrimination provisions in all solicitations or advertisements placed by or on behalf of Contractor for personnel or subcontractors to perform any services under this Agreement. Upon written request, the City shall have right to inspect and have access to all of Contractor's (and its subcontractors') documents, data and books and records for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section 10. Contractor agrees that all applicable provisions of Executive Order No. 11246 shall be incorporated into this Agreement by this reference. A copy of Executive Order No. 11246 is available to Contractor for inspection and on file with the City's Public Works Department.

11. **Contractor's Representations and Warranties.** In addition to the other representations and warranties set forth elsewhere in this Agreement, Contractor hereby represents and warrants to the City as follows:

11.1 **Familiarity with Work.** Contractor has thoroughly investigated and considered the scope of services to be performed hereunder, has carefully considered how that Work should be performed, and understands the circumstances which may restrict or otherwise impact Contractor's performance of the Work under this Agreement.

11.2 **Site Inspection.** Contractor has visited each of the City Facilities where the Work is to be performed and is fully acquainted with the conditions existing at such sites.

11.3 **No Solicitation.** Contractor has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement.

11.4 **No Fees, Commissions, Gifts or Other Consideration.** Contractor has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, the City shall have the right, in its sole discretion, to terminate this

Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

11.5 **No Conflict of Interest by City.** Contractor has no knowledge that any officer or employee of the City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Contractor at any time, a complete written disclosure of such interest will be made to the City, even if such interest would not be deemed a prohibited “conflict of interest” under applicable laws.

11.6 **No Conflict of Interest by Contractor.** Upon execution of this Agreement, Contractor has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of Work required by this Agreement, nor shall any such interest be acquired during the Term of this Agreement.

12. **Non-Exclusivity.** The City does not warrant to contract-exclusivity with a single contractor to perform the type of maintenance services which Contractor is performing under this Agreement. As such, Contractor may not be the only company providing maintenance services to the City. The City reserves the right to enter into similar contracts with third parties for maintenance services in areas of the City other than the City Facilities identified in Exhibit “A” which are the subject of this Agreement.

13. **No Assignment.** Contractor shall not assign, delegate, or subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director, which may be granted, conditioned or withheld by the Director in his sole and absolute discretion. This prohibition shall not apply to subcontracts and subcontractors identified by Contractor to the City in connection with any formal bid documents submitted by Contractor to the City in connection with the City’s award of this Agreement to Contractor. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegatee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegatee or subcontractor shall include both (a) the amount involved, together with Contractor’s such cost or price; and (b) a provision requiring that any subsequent modification or amendment shall be subject to the City’s prior written consent. Any assignment, delegation or subcontract shall be made in the name of Contractor and shall not bind or purport to bind the City and shall not release Contractor from any obligation under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Contractor under this Agreement.

14. **Public Employees Retirement System.** Notwithstanding any other local, state or federal policy, rule, regulation, law or ordinance to the contrary, neither Contractor nor any of its employees, agents or subcontractors shall qualify for or become entitled to – and each hereby agrees to waive any claims to – any compensation, benefit or incident of employment by the City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (“PERS”) as an employee of the City and entitlement to any contribution to

be paid by the City for employer contribution and/or employee contributions for PERS benefits. Without limiting the generality of Section 19 below, if Contractor or any employee, agent or subcontractor of Contractor claims (or is determined by a court of competent jurisdiction or by PERS) to be eligible for enrollment in PERS as an employee of the City, then Contractor shall indemnify, defend (using counsel acceptable to the City) and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the City.

15. **Insurance.** During the Term of this Agreement, Contractor shall at its expense maintain in full force and effect policies of insurance as required by Sections 15.2, 15.3 and 15.4 below and also, if required by the City, policies of insurance as required by Section 15.1 below:

15.1 **Property Damage/Casualty Insurance.** Depending on the nature of the City Facilities which are the subject of this Agreement, the City may require a policy or policies of insurance covering loss or damage thereto, in amounts deemed necessary by the City to cover the full replacement cost of those City Facilities. Said insurance shall provide protection against all perils typically included within the classifications of “all-risk”, “fire legal liability”, and “personal injury” insurance.

15.2 **Liability Insurance.** Liability, bodily injury, personal injury and property damage insurance with a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the annual aggregate, insuring against any and all liability of the insured with respect to the Contractor’s performance of (or failure to perform) its obligations under this Agreement. Each such policy shall be in the form of an Insurance Services Office (“ISO”) Commercial General Liability Insurance policy, an ISO Comprehensive General Liability Insurance policy with Broad Form General Liability endorsement, or in any similar, commercially reasonable form. Without limiting the scope of coverage to be provided thereby, all such insurance shall specifically insure Contractor’s performance of the indemnity provisions contained in Section 19 below as to liability for injury to or death of persons and injury or damage to property.

15.3 **Worker’s Compensation Insurance.** Workers’ Compensation Insurance as required by California law. This insurance must include (in the policy itself or by endorsement) a Waiver of the Right of Subrogation for General Liability against the City.

15.4 **Automobile Liability Insurance.** Automobile Liability Insurance, including owned, non-owned and hired vehicles, with at least the following limits of liability: (a) Primary Bodily Injury with limits of at least \$1,000,000 per person, \$2,000,000 per occurrence, and (b) Primary Property Damage of at least \$1,000,000 per occurrence.

15.5 **Qualifications of Insurers.** Each policy shall be issued by an insurance company having a “Best’s Rating” of at least A and having a “Financial Size Categories” rating of at least VIII in the most current edition of “Best’s Insurance Reports” issued by A.M. Best Company. In addition, each policy shall be issued by an “admitted” insurance company (*i.e.*, one that is qualified and licensed to do business in the State of California).

15.6 **City to be Named as Additional Insured Party.** All policies (other than worker's compensation insurance policies) must include an Additional Insured Endorsement (CG 20 10 11 85) naming the City and its agents as an additional insured on the applicable insurance coverage with respect to the City's and its agent's interests under this Agreement.

15.7 **Primary Insurance.** Insurance obtained pursuant to this Section 15 shall be primary insurance, and other insurance (if any) maintained by the City shall be excess of Contractor's insurance and shall not contribute with the insurance required hereunder.

15.8 **Blanket Policies.** Any or all policies to be obtained by Contractor hereunder may, at Contractor's option, be provided under a separate policy covering only the items and matters to be insured under this Agreement, or included in one or more blanket policies covering not only those items and matters but also additional property and matters owned or otherwise insured by Contractor. All such combined or blanket policies must, however, comply with each and every provision of this Section 15.

15.9 **Restrictions on Cancellation and Reduction.** Each insurance policy required hereunder shall specify that the insurance company issuing the policy will give the City at least thirty (30) days' written notice prior to the effective date of (a) any cancellation, interruption or lapse of coverage, and (b) any reduction in the amount, type or extent of coverage.

15.10 **Waivers of Subrogation.** The parties release each other from any claims for damage to any person or property, and to the fixtures, personal property, improvements, and alterations thereon, that are caused by or result from risks insured against under any insurance policies carried by Contractor and in force at the time of any such damage. Furthermore, each insurance policy obtained hereunder shall provide that the issuing insurance company waives all rights of recovery by way of subrogation.

15.11 **Verification of Coverage.** Prior to or concurrent with Contractor's execution and delivery of this Agreement, and not later than thirty (30) days prior to the expiration of any insurance policy carried hereunder (with respect to policies which will replace said expiring policies during the Term of this Agreement), Contractor shall deliver to the City original certificates of insurance and amendatory endorsements evidencing and effecting insurance coverage required hereunder. All such certificates and any endorsements pertaining to the insurance coverage required hereunder shall be signed by a person authorized by the insurer to bind coverage on the insurer's behalf, and shall be on forms provided or approved by the City. In no event shall Contractor commence any construction, demolition, grading or other work relative to the Improvements until all evidences of insurance coverage required under this paragraph have been delivered to the City as required hereby. The City shall have the right, at any and all times, to require Contractor to provide the City with complete copies of any and all policies of insurance that Contractor is required to maintain hereunder, and Contractor shall deliver such copies to the City not later than ten (10) days following such request.

15.12 **Form of Policies.** All insurance policies required hereunder shall be in a form acceptable to the City and its agents; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of this Agreement.

15.13 **Policy Limits Do Not Limit Contractor's Liability.** The minimum limits of policies of insurance required of Contractor under this Agreement shall in no event limit Contractor's liability under this Agreement.

16. **Termination for Convenience.** The City may terminate this Agreement at any time, with or without cause, upon sending a written notice of termination to Contractor (the "**Termination Notice**") that specifies a termination date (the "**Early Termination Date**") at least thirty (30) days after the date of the Termination Notice. Upon receipt of the Termination Notice, Contractor shall acknowledge receipt to the City in writing and take all steps necessary to cease all Work in a reasonable and orderly manner by no later than the Early Termination Date; provided, however, that any Work performed after the Early Termination Date that is reasonably necessary to terminate the Work in an orderly manner must be specifically authorized in writing by the Director prior to its performance and prior to the Early Termination Date. Upon termination by the City, Contractor shall be paid or reimbursed for all Work performed by Contractor under the Agreement up to the Early Termination Date (less all payments previously made), plus ten percent (10%) of the balance that would otherwise be due to Contractor during the remaining Term of this Agreement as reimbursement for profits lost to Contractor by virtue of the City's early termination of this Agreement. In no event shall any amounts paid or reimbursed upon termination of this Agreement exceed the total maximum compensation Specified in Section 2 above.

17. **Notice of Default and Termination for Cause.** If the City delivers written notice to Contractor notifying Contractor that it is in default of one or more of its obligations under this Agreement, specifying the nature of the default, and stating what steps Contractor must take to cure the default ("**Default Notice**"), and if such default remains uncured within ten (10) days following the City's delivery of the Default Notice, then the City may at any time thereafter immediately terminate this Agreement upon written notice to Contractor. Upon such termination, the City shall pay Contractor an amount equal to the value of the Work satisfactorily performed hereunder as of the date of the Default Notice; provided, however, that the City retains all rights to recover damages incurred by the City as a result of Contractor's default, including without limitation the right of offset against amounts otherwise due to Contractor hereunder, and the rights specified in Section 18 below. Contractor shall have no right to any reimbursement for profit or lost profit. Following such termination, the City may procure, upon such terms and in such manner as the City deems appropriate, maintenance services similar to those terminated hereunder. If, after notice of termination of this Agreement under the provisions of this Section 17, the City determines, for any reason, that Contractor was not in default hereunder, or that such default had been cured, then the rights and obligations of the City and Contractor shall be the same as if the notice of termination had been a termination for convenience issued pursuant to Section 16 above.

18. **City's Remedies for Contractor's Failure to Perform.** Upon Contractor's default of any of its obligations hereunder, and at any time after any such default, the City may take any one or more of the following actions:

18.1 **Forfeiture of Bond/Negotiation of Security.** The City may cause to be forfeited to the City all or a portion of any security given for the faithful performance of Contractor's obligations, and may further cause to be negotiated any instrument of credit

deposited with and assigned to the City in such amount as may be required to complete the Improvement work.

18.2 **Performance by City at Contractor's Expense.** Upon Contractor's default, the City may make written demand upon Contractor, or Contractor's surety (if any), or both, to immediately remedy the default and complete the Work. If the required Work is not substantially commenced within ten (10) days after the City's delivery of that written demand, or if it is not thereafter diligently prosecuted to a completion acceptable to the City within the timeframe set forth in the City's written demand, then without limiting any other remedy available to the City, the City may complete (or arrange for the completion of) all remaining Work and/or conduct such other remedial activity as in its sole and absolute discretion it believes is necessary or advisable. All such Work or remedial activity shall be at the sole and absolute expense and obligation of Contractor (and its surety, if any) without the necessity of giving any further notice to Contractor or its surety. The City's right to take such actions shall in no way be limited by the fact that the Contractor or its surety may have commenced or completed any of the required Work at the time of the City's demand for performance. If the City elects to complete (or arrange for completion of) the remaining Work, then the City may require all Work by the Contractor and/or its surety to cease in order to permit adequate coordination and completion by the City or its designee of the remaining Work.

18.3 **Issuance of Cease and Desist Order.** The City may issue a cease and desist order by delivering written notice to Contractor demanding that Contractor immediately discontinue any actions specified in that written notice. Contractor agrees to immediately comply with any such cease and desist order.

18.4 **Injunctive Relief.** The City shall have the right to apply for and obtain temporary and/or permanent injunctive relief or other equitable relief from a court of competent jurisdiction to enforce its rights and Contractor's obligations created by this Agreement, including without limitation relief in the form of a temporary restraining order and/or permanent injunction restraining Contractor from committing or continuing to commit any breach or threatened breach of this Agreement. The City shall have the right to seek such relief without showing or proving any actual damage sustained by the City, and without posting bond or other security. In connection with the City's right to apply for the injunctive relief which is the subject of this Section 18.4, Contractor hereby acknowledges that Contractor's breach of its obligations hereunder will cause irreparable harm and injury to the City if such breach continues unabated following the City's request for injunctive relief.

18.5 **Other Relief.** The City may seek any other remedies or relief, and take any other actions, available to the City under this Agreement, at law, or in equity.

19. **Indemnification and Defense.** Contractor and its sureties (if any) shall indemnify, hold harmless and defend (using counsel acceptable to the City) the City and its officers, managers, directors, agents and employees from and against all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including without limitation reasonable attorney's fees, arising out of or attributable to Contractor's performance or failure to perform its obligations under this Agreement.

20. **Miscellaneous.**

20.1 **Notices.** All written notices required to be given pursuant to the terms hereof shall be either (a) personally delivered, (b) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid, (c) delivered by overnight courier service, or (d) delivered by facsimile or e-mail transmission, provided that the original of such facsimile notice, or a copy of such e-mail notice, is sent by certified U.S. mail, postage prepaid, no later than one business day following such facsimile or e-mail transmission. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (a), (b) or (c) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses, or to such other address as the receiving party may from time to time specify by written notice to the other party:

To the City:
 City of South Gate
 8550 California Avenue
 South Gate, California, 90280
 Attention: Arturo Cervantes,
 Director of Public Works
 Telephone No.: (323) 563-9500
 Fax No.: (323) 563-9572
 E-mail: acervantes@sogate.org

With a copy (which shall not constitute notice)
 to:
 Craig D. Hardwick, Esq.
 AlvaradoSmith
 1 MacArthur Place, Suite 200
 Santa Ana, California 92707
 Telephone No.: (714) 852-6800
 Fax No.: (714) 852-6899
 E-mail: CHardwick@AlvaradoSmith.com

To Contractor:

With a copy (which shall not constitute notice)
 to:

 _____,
 _____, California 9_____
 Attn: _____
 Telephone No.: (____) _____
 Fax No.: (____) _____
 E-mail: _____@_____

 _____,
 _____, California 9_____
 Attn: _____
 Telephone No.: (____) _____
 Fax No.: (____) _____
 E-mail: _____@_____

20.2 **Time.** Time is of the essence of every provision contained in this Agreement.

20.3 **Incorporation of Recitals and Exhibits.** All of the recitals set forth in this Agreement, and all of the exhibits attached to this Agreement, are by this reference incorporated in and made a part of this Agreement as though fully set forth herein.

20.4 **Successors and Assigns.** Without limiting the generality of Section 13 above, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

20.5 **Force Majeure.** Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause which is beyond the reasonable control of such party, provided that (a) the party affected gives written notice to the other of the cause and anticipated duration of the delay within three (3) days after the delay commences, and (b) this paragraph shall not extend either party's time for performance by more than thirty (30) days, regardless of the cause of the delay.

20.6 **Construction.** The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

20.7 **Governing Law.** This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California, without regard to conflicts of laws principles.

20.8 **Consent to Jurisdiction and Service of Process.** All judicial proceedings brought against any party hereto arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in the County of Los Angeles, State of California, and by execution and delivery of this Agreement each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts (both personal jurisdiction and subject matter jurisdiction), waives any defense of forum non conveniens and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

20.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

20.10 **Entire Agreement.** This Agreement, the Plans and Specifications, and the municipal codes and other laws cited in this Agreement, together contain the entire understanding of the parties and supersede any and all other written or oral understanding. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

20.11 **Captions.** Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the parties hereto, are not a part of this

Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

20.12 **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

20.13 **Further Assurances.** Each party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.

20.14 **No Waiver.** Any waiver, consent or approval by either party of any breach, default or event of default of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default or event of default of the same or any other provision of this Agreement. Any failure or delay on the part of either party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

20.15 **Rights and Remedies.** No right or remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other right or remedy given hereunder or hereafter existing at law or in equity. The exercise of any one or more rights or the election of any one or more remedies by any party shall not constitute a waiver of the right to exercise other available rights or pursue other available remedies.

20.16 **Joint and Several Liability.** If Contractor constitutes more than one person or entity, then the obligations of each such person or entity shall be joint and several.

20.17 **No Third-Party Beneficiaries.** The parties hereto acknowledge and agree that no provision in this Agreement may be enforced by any third party.

20.18 **Patriot Act Compliance.** Contractor represents, warrants and covenants that neither Contractor nor any of its shareholders, officers, directors, members, managers or partners (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) ("Order") and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)); (ii) is listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) is listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (iv) is listed on any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) is listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and

regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the unrepealed provision of the Iraq Sanctions Act, Publ.L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 aa-9; The Cuban Democracy Act, 22 U.S.C. §§ 60-01-10; The Cuban Liberty and Democratic Solidarity Act, 18.U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the “**Orders**”); (vi) is engaged in activities prohibited in the Orders; or (vii) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.).

20.19 **City Council Approval Required for Effectiveness of Agreement.**

Notwithstanding any earlier execution of this Agreement by any officer, employee or representative of the City, this Agreement shall not be binding upon or enforceable against the City unless and until it has been approved or ratified by the City Council of the City at a public meeting noticed and conducted in accordance with applicable provisions of the California Government Code.

“City”

**The City of South Gate,
a California public body**

“Contractor”

By: _____
Maria Davila, Mayor

By: _____
Name: _____
Title: _____

Dated: _____, 201__

Attested by:

By: _____
Name: _____
Title: _____

Carmen Avalos, City Clerk

Dated: _____, 201__

Approved as to Form:

**Raul F. Salinas,
City Attorney**

EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK

A. TASK DESCRIPTION

Section 1 General

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

Section 2 Work Areas

The work areas to be maintained are within the public right-of-way, which is the back of sidewalk on one side of the street to the back of sidewalk at the other side of the street, and as described in the tables below. Within parking lots, the areas, also, include all planters within the lot on which the facility is situated, and all areas within the public parking lots and public areas and as described in the tables below.

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

i. Tweedy Maintenance District

Streets	From	To
Tweedy Blvd.	West City limits	East City limits
Long Beach Blvd.	Centerline of Tweedy Blvd.	160' North of the centerline of Tweedy Blvd.
Madison Ave.	Centerline of Tweedy Blvd.	160' North of the centerline of Tweedy Blvd.
State Street	Centerline of Tweedy Blvd.	160' North of the centerline of Tweedy Blvd.
Deeble Street	North Alley	Southerly R.O.W. on Tweedy Blvd
Dearborn Ave.	North Alley	Southerly R.O.W. on Tweedy Blvd
Victoria Ave.	North Alley	Southerly R.O.W. on Tweedy Blvd
Elizabeth Ave.	North Alley	South Alley
Virginia Ave.	North Alley	South Alley
California Ave.	North Alley	South Alley
San Antonio Ave.	North Alley	South Alley
San Carlos Ave.	North Alley	South Alley
San Gabriel Ave.	North Alley	South Alley
San Juan Ave.	North Alley	South Alley
San Luis Ave.	North Alley	South Alley
San Miguel Ave.	North Alley	South Alley
San Vincente Ave.	North Alley	South Alley

Mallison Ave.	North Alley	South Alley
Otis Street	North Alley	South Alley
McNerney Ave.	North Alley	South Alley
Bowman Ave.	North Alley	South Alley
Alexander Ave.	North Alley	South Alley
Bryson Ave.	North Alley	South Alley
Hunt Ave.	North Alley	South Alley

Parking Lots North of Tweedy Boulevard

N.E. corner California Avenue and alley
N.E. corner San Antonio Avenue and alley
N.W. corner San Carlos Avenue and alley
N.E. corner San Carlos Avenue and alley
N.W. corner San Juan Avenue and alley
N.E. corner San Juan Avenue and alley
N.W. corner San Luis Avenue and alley
N.W. corner San Miguel Avenue and alley
N.E. corner Otis Street and alley
N.E. corner McNerney Avenue and alley
N.W. corner McNerney Avenue and alley
N.W. corner Bowman Avenue and alley
N.E. corner Bowman Avenue and alley
N.E. corner Alexander Avenue and alley
N.E. corner Bryson Avenue and alley

Parking Lots South of Tweedy Boulevard

S.W. corner California Avenue and alley
S.E. corner San Antonio Avenue and alley
S.W. corner San Carlos Avenue and alley
S.W. corner San Luis Avenue and alley
S.E. corner San Vincente Avenue and alley
S.W. corner Mallison Avenue and alley
S.E. corner Mallison Avenue and alley
S.W. corner Bowman Avenue and alley
S.E. corner Bowman Avenue and alley
S.W. corner Alexander Avenue and alley
S.W. corner San Vincente Avenue and alley (along south wall only)

ii. Hollydale Maintenance District

Streets	From	To
Garfield Avenue	80' north of centerline of Roosevelt Ave.	North curb line of Century Blvd.
Main Street	Utah Avenue	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

iii. Street Median Maintenance District

1. Intersection of Firestone Boulevard and Garfield Avenue: those raised planted medians at the intersection of Firestone Boulevard and Garfield Avenue extend: northerly to the north City boundary, easterly to the east City boundary, westerly to National Avenue and southerly one block.
2. Intersection of Garfield Avenue and Main Street extended northerly to Roosevelt Avenue and southerly to Century Boulevard.
3. Firestone Boulevard, east of Alameda Street.
4. Tweedy Blvd from Long Beach to Alameda
5. Atlantic Avenue.
6. State Street.

iv. Hawkins Reservoir Site

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.

v. City Water Well Site No. 26

This location is on the north side of Tweedy Boulevard and south side of Nebraska Avenue, west of Truba Avenue.

vi. City Water Well Site No. 27

This location is on the north side of Tweedy Boulevard and south side of Nebraska Avenue, east of Truba Avenue.

vii. City Water Well Site No. 28

This site is located at 3414 Ardmore Avenue, South Gate, CA 90280, west of California Avenue.

viii. City Water Well Site No. 29

This site is located at 2700 Ardmore Avenue, South Gate, CA 90280, at the intersection of Santa Fe Avenue and Ardmore Avenue in South Gate.

ix. South Gate Corporation Yard

Located at 4244 Santa Ana Street.

x. Civic Center Parking Lot and Planter at Tweedy Blvd./Deeble Street.

xi. Westside Reservoir Site

This location is on the north side of Tweedy Boulevard and south side of Nebraska Avenue.

xii. Alameda Soundwall Planter

This location is on the westside of Alameda Street, between Southern Avenue and Tweedy Boulevard.

xiii. Century Blvd. North

North side of Century Boulevard from State Street to Santa Fe Avenue.

Section 3 Task Description

The work to be performed, in the aforementioned areas, 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 emptying and maintenance of trash receptacles; maintenance and cleaning of benches, bus stop facilities, tree wells, and planters, and pickup debris, gum, animal feces, grease, paint, graffiti, glass and trash from all public places. Planting of annuals and mowing lawns in specified areas, manual and chemical weed abatement. Also, steam cleaning, and irrigation system maintenance.

Major repairs (exceeding \$1,000, single or aggregate per year) to the irrigation system are not included. City reserves the right to hire other parties to do the major irrigation repairs to the system.

The Contractor shall tour the sites and determine the quantity and type of landscaping and facilities to be maintained.

Actual work to be performed and required performance frequencies are defined in

the following divisions of these documents.

Section 4 Safety

The Contractor shall perform all the work required in such a manner as to meet all accepted standards for safe practices during all operations and to maintain safe condition of premises and right-of-ways 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 Engineer to cooperate.

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 form provided.

Section 7 Inspection

The Contractor shall have a superintendent available at **bi-weekly intervals** for the purpose of conducting walk-through inspections of all maintained facilities.

Additionally, the Contractor's superintendent shall attend monthly status meetings at City Hall, field tours, and Tweedy Mile Association meetings unless directed otherwise.

In addition, the Director or his designated representative 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 periods have been established in these Special Provisions for the completion/performance of some items of work described herein.

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

Failure to perform the work on the specified day and/or time shall result in the deduction and forfeit of five hundred dollars **(\$500)** from payments to the Contractor for **every calendar day** the schedule is not followed unless otherwise provided.

Requests to change the schedule shall be filed with the Director, or his assignee, **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 assignee, 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 verbal or 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 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 in the Director, or his assignee.

Section 9

Performance 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.

Section 10 Notification

The Contractor shall inform the property owners and David Torres (323) 563-5784 at least 72-hours before performing work impacting businesses and property owners, such as, steam cleaning, sweeping. The notification to the City may be done by email to David Torres at dtorres@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 Contractor shall complete corrective action within the following periods subsequent to verbal notification:

- A) All deficiencies, excluding minor irrigation repairs like replacing irrigation heads, within three (3) working days.
- B) Irrigation repairs will be subject to approval by the City upon submittal by the Contractor of a cost estimate and an itemization of repair items. Authorized repairs must be started within three (3) working days from approval.

The City reserves the right to hire outside parties to perform major irrigation repairs exceeding \$1,000

Section 11 Reports/Monthly Meeting

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

The Contractor shall attend a monthly Tweedy Business Mile Association meeting. In addition, the contractor shall meet with the City Staff at least once a month or as directed by the Director of Public Works. The exact schedule of the meeting 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 Controls

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 MUTCD.”** 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 a major arterial, collector street, or thoroughfare.

Section 13 Contractor's Personnel

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

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 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 periods:

- | | |
|------------------------------------|------------------------|
| A) Automatic Systems Operation | 10:00 p.m. – 6:00 a.m. |
|------------------------------------|------------------------|

- B) Manual Irrigation 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:

- A) Provide adequate coverage of all landscape areas
- B) Prevent excessive runoff and/or erosion
- C) 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.

All sprinkler heads shall be kept clear of over growth which may obstruct maximum operation. Contractor to replace all damaged and non-operational sprinkler heads.

All irrigation control valve strainers shall be inspected and cleaned a minimum of once per week.

All drip irrigation system emitters shall be cleaned and emitter flow checked a

minimum of once per week.

All irrigation system lateral lines shall be flushed a minimum of once every third month.

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

All shrubbery shall be pruned, shaped and thinned a minimum of three per year, once in late **April**, late **August** and early **January**, for safety, removal of broken or diseased branches, general containment and/or appearance.

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. Coordinate with the Director or his assignee.

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.

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

All trimmings and debris shall be removed and disposed of offsite at the end of each day's work.

Section 17 Pruning Procedures:

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 under cut 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 groundcover 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 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:

- 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.
- 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, which 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 Tree, Shrub, Vine 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.

Section 23 Weed, Pest and Disease Control

The planters, beds, tree wells and areas of all landscaping 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 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 TRASH RECEPTACLES ON TWEEDY BLVD, WHICH MUST BE SERVICED AND EMPTIED DAILY, early in the mornings. Concurrent with each trash pick-ups, 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. Contractor shall empty trash receptacles before, once during, and after special events which occur twice a year.

All trash and debris shall be removed from tree wells, rest areas, planters and medians on **Mondays, Wednesdays, Fridays and Sundays**.

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 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 between the hours of 5:00 a.m. and 8:00 a.m. only.**

All clippings and any other debris generated by the Contractor's activities shall be removed and disposed of offsite at the end of each workday, or upon the completion of the Contractor's daily operations, whichever occurs first. The Contractor shall not sweep trash or debris into the streets and allow it to remain there for pickup by City street sweepers. 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 cleanups per year or as instructed by the Director of Public Works or assignee.** One special cleanup shall be required for the **Street Fair**. The other special cleanup shall be required for the **Christmas Parade**. The third shall special clean-up shall be as required due a special City Event. The Contractor shall be required to perform all items of work described in Section 9 on **the day before each event, on the day of each event, and on the day after each 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.

All green waste generated by the landscape maintenance of any City-owned property, by the Contractor, shall be reported to the City and disposed of at a recycling facility designated by the City that has composting capabilities and is approved by the Director of Public Works, or his assignee. The City shall receive credit of all recycled green waste.

Section 25 Steam Cleaning

Location: All public sidewalks, bus benches and hardscape areas within the Tweedy and Hollydale Business District areas, around the Azalea Shopping Center and on Atlantic Sidewalks

Frequency: Bus stops, shall require a minimum of twice per month
For sidewalks , shall require once per week

Task Description:

The Contractor shall thoroughly remove all gums and stain by steam clean and any other means from all sidewalks, walkways, and paved areas, **ON A WEEKLY BASIS** preferably on Mondays, to the satisfaction of the Director of Public Works or assignee. The Contractor shall use Best Management Practices (BMP's) as approved in the most current edition of the National Pollutant Elimination System (NPDES) Municipal Stormwater 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 Trash Pickup on Century Boulevard

Trash pickup shall occur once a week and application of provision in Section 25 shall apply.

Section 26A Special Events in Tweedy Boulevard

Refer to Exhibit A1B for details of maintenance work.

Section 27 ENFORCEMENT OF STANDARDS

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 insure 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 this maintenance district shall be free from weeds, trash, deleterious materials, illegally dumped items, dying plants, unsightly plant material, chewing gum, spilled paint.

The City of South Gate has a zero tolerance policy for all items listed above in

this sub- section. Contractor must immediately notify the City of any items, except the ones listed above, abandoned in the maintenance district areas.

B. MAINTENANCE STANDARDS

1. Alameda Sound Wall

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 soundwall. 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 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 to be deducted from future payments owed the Contractor.

3. Well Site Landscape Maintenance

At all well sites included in this contract must have trees, hedges and ivy trimmed inside and outside. All trash picked up and all areas blown inside and out of perimeter fencing on a weekly basis. Weed abatement will be accomplished by trimming, no weed killing chemicals are to be used in area surrounding the potable water well sites. West Side Reservoir, Well 26, and Well 27 sites have exterior landscaping on Tweedy and Nebraska, in front and back. City pump operators will accompany the landscapers to open gates, disarm the video alarm systems and secure the sites.

4. Trash Receptacles

All trash receptacles under this contract 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 within District No 1. 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)

5. City Staff Oversight

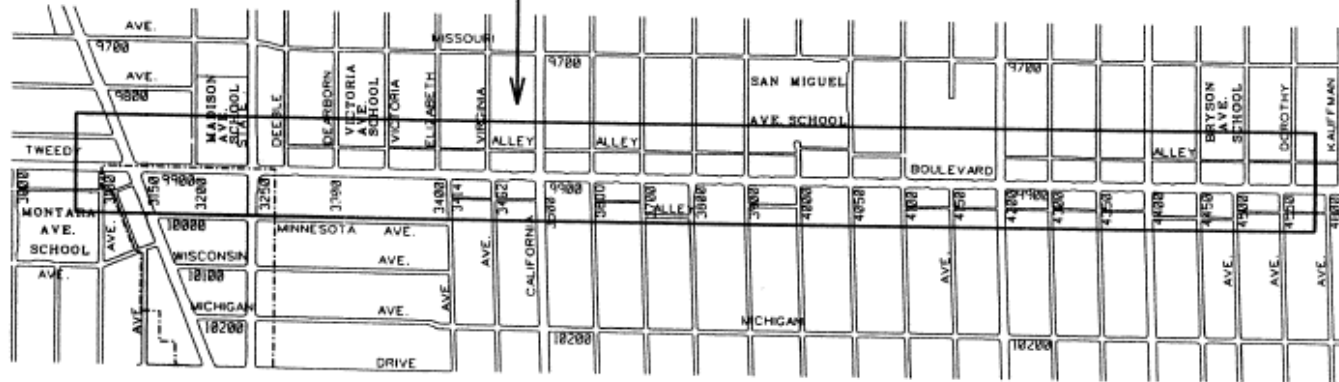
Public Works Maintenance Division personnel shall monitor all regularly scheduled maintenance duties like steam cleaning operations and approve or disapprove the final product, immediately upon completion of the operations. The Public Works Maintenance Superintendent may at his discretion require a written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

EXHIBITS A1 THROUGH A12

LOCATION MAPS AND TASK DESCRIPTIONS

EXHIBIT A1- TWEEDY AND HOLLYDALE DISTRICT

I. TWEEDY MAINTENANCE DISTRICT



II. HOLLYDALE DISTRICT

GARFIELD AVE FROM ROOSEVELT TO FLORENCE AVE



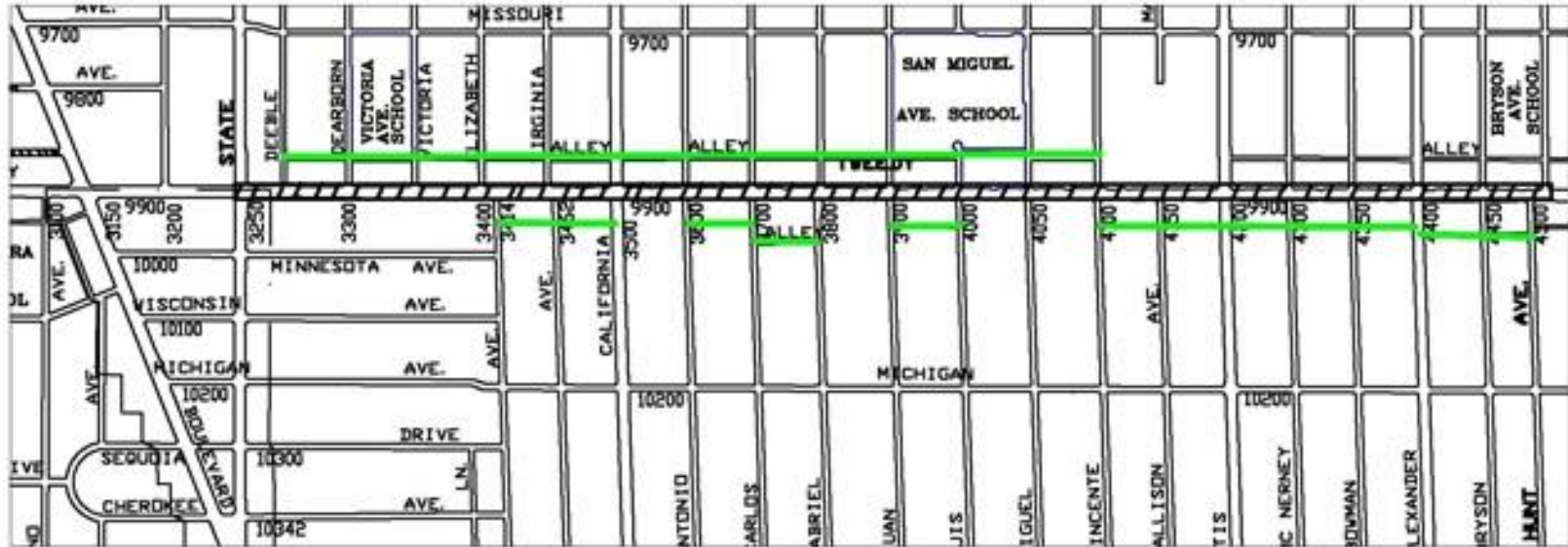
Hollydale District

1. Maintain landscaped medians and public parking lots
2. Pick up trash from sidewalks and medians
3. Steam clean sidewalk and bus stop benches
4. Empty trash from receptacles and replace trash bags on Mondays, Wednesdays, Fridays, and Sundays.
5. Perform all work required in the project specifications
6. Visit and inspect site daily and report conditions to the City Project Manager.

Tweedy District

1. Empty trash receptacles, replace trash bags Mondays, Wednesdays, Fridays, and Sundays per exhibit
2. Steam cleaning of bus benches twice a month
3. Steam cleaning of sidewalks, walkways and paved areas once a week
4. Pick up trash and weeds from medians, public places and parking lots.
5. Perform all work required in the project specifications
6. Visit and inspect site daily and report conditions to the City Project Manager.

EXHIBIT A1B - SPECIAL EVENTS IN TWEEDY BLVD



- 1) Two Special events occur in Tweedy Boulevard, from Hunt to Long Beach Blvd: 1) Street Fare (2 Days); and 2) Christmas Parade (2 Days). Contractor shall pickup trash in Tweedy Blvd. and two neighboring alleys on the north and south sides one time a day. Also, Sweep and pressure wash sidewalks, steam clean benches in Tweedy Blvd., on the day before and day after within the above limits.
- 2) One Special event occur on Tweedy Boulevard from State Street to California The events takes place during the evening from 3:00 pm in the late afternoon to 8:00PM IN the evening 1) Posada (1Day); Contractor shall pick up trash on Tweedy Boulevard. Also, Sweep and pressure wash sidewalks, steam clean benches on Tweedy Boulevard on the day before and day after the within the above limits.
- 3) Bid price(s) shall be per event.

EXHIBIT A2 - STREET MEDIAN DISTRICT

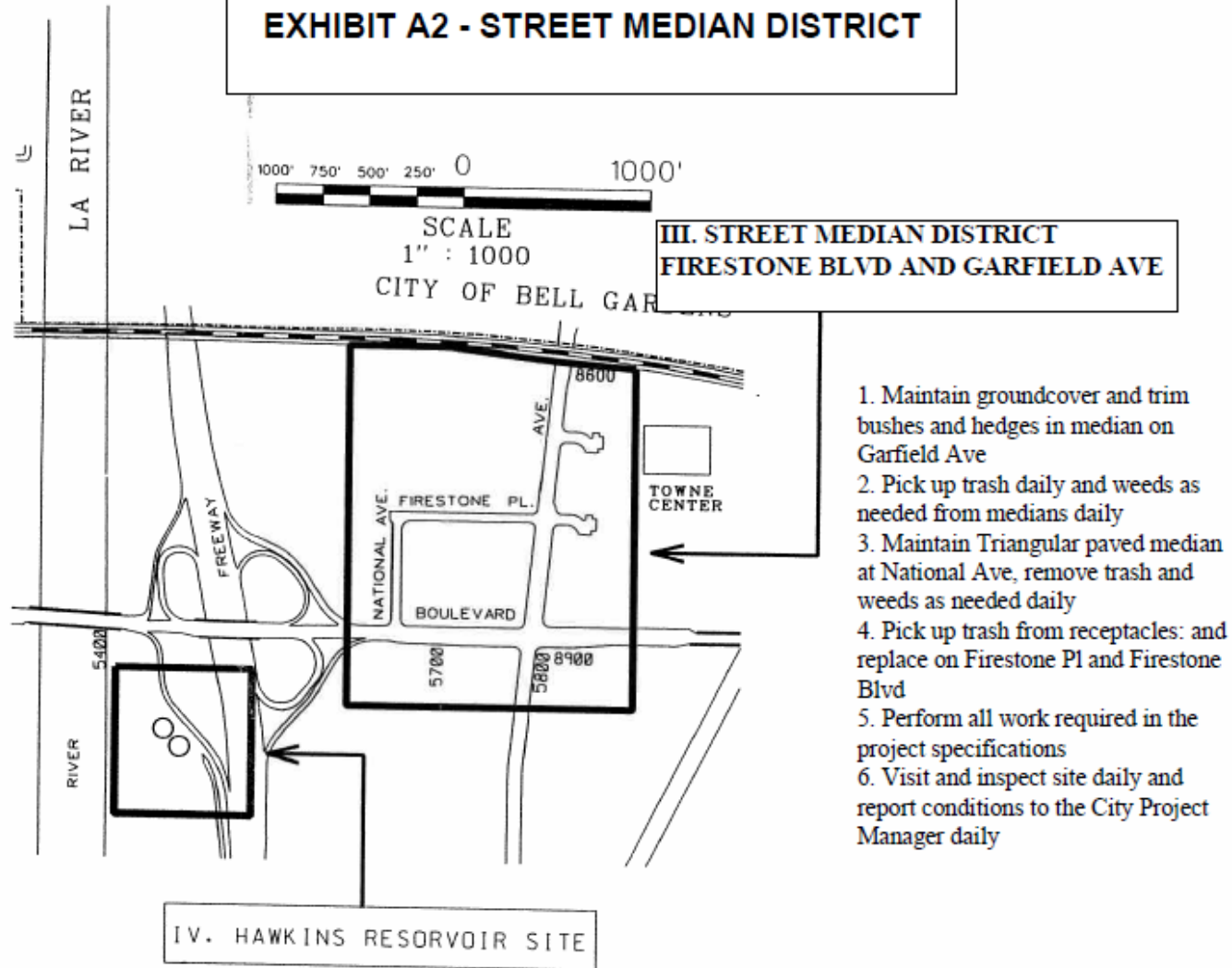
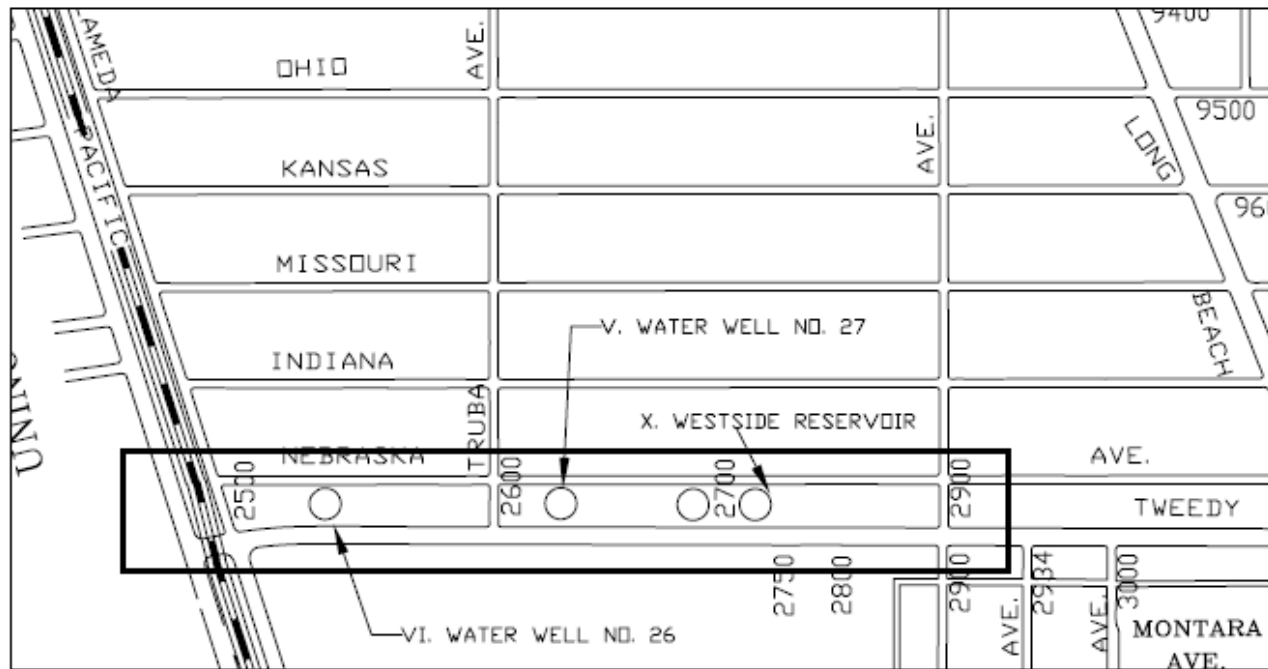
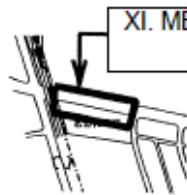


EXHIBIT A3 - WELL SITES 26, 27 AND WESTSIDE RESERVOIR



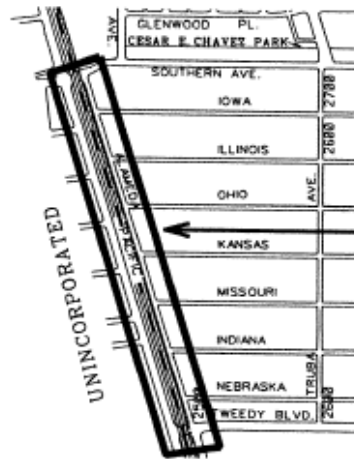
1. Remove all weeds biweekly
2. Weekly inspections and reports of condition of sites.
3. Remove all trash and debris from site daily

EXHIBIT A4 - ALAMEDA WALL AND FIRESTONE MEDIAN



XI. MEDIAN ON FIRESTONE EAST OF ALAMEDA

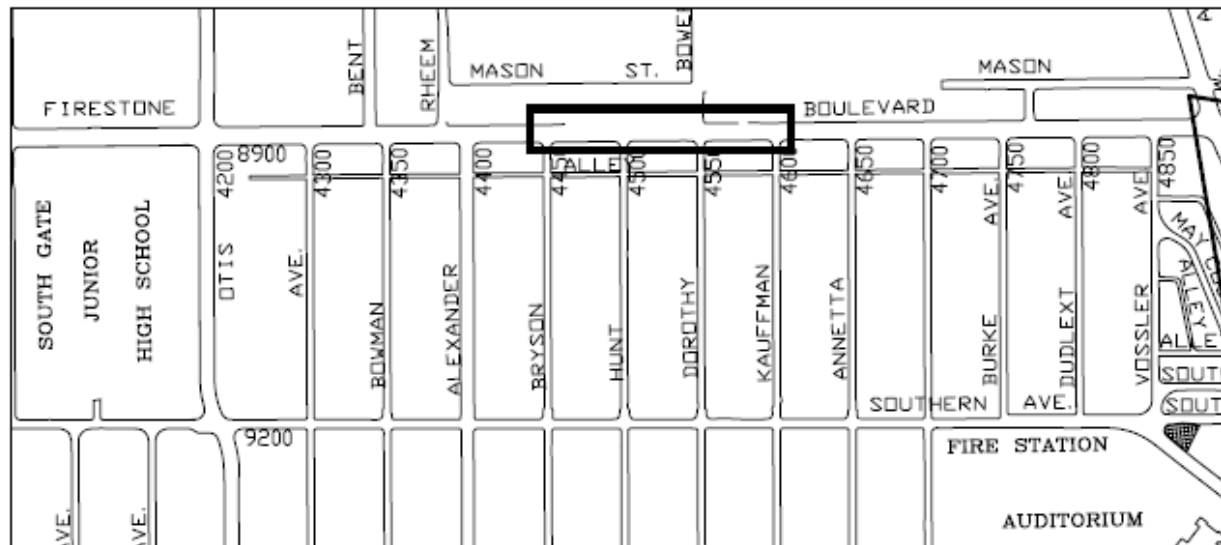
1. Maintain landscaped median
2. Remove dead vegetation as needed
3. Maintain hedges in good condition and trim to straight lines weekly
4. Remove debris and trash from median and adjacent area daily
5. Perform all work required in the project specifications
6. Visit and inspect site daily and report conditions to the City Project Manager daily.



XI. ALAMEDA SOUND WALL TWEEDY BLVD TO SOUTHERN AVE.

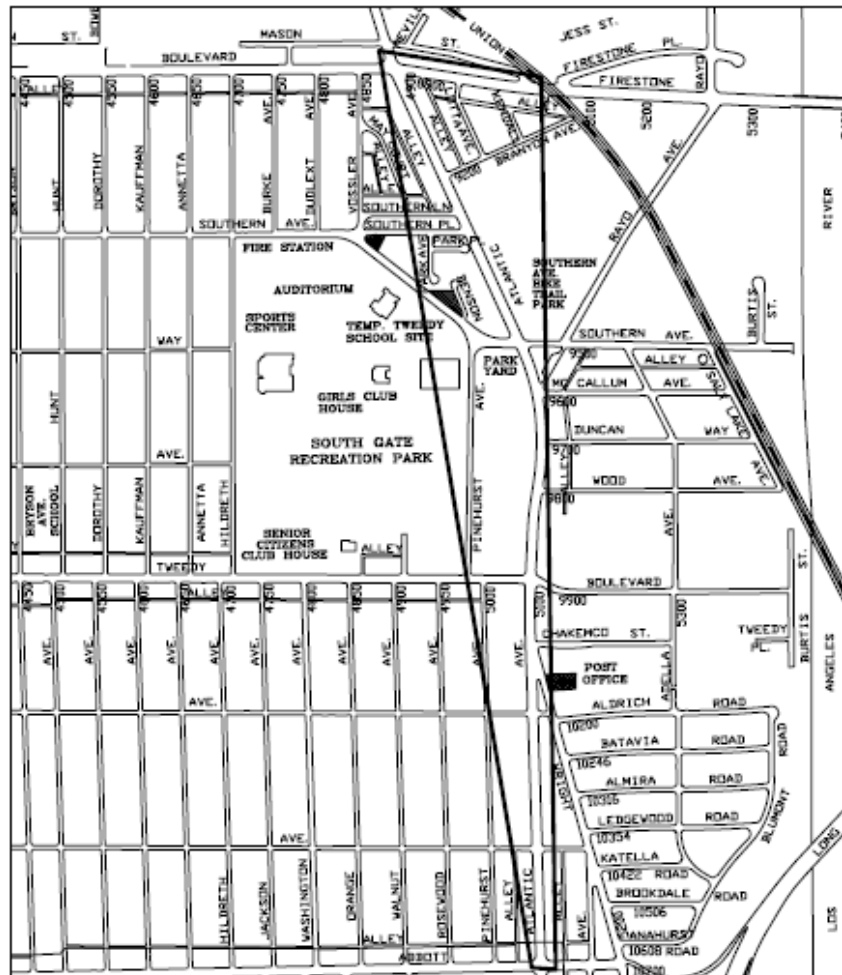
1. Maintain and trim vine along a straight line 30" from sound wall as needed
2. Trim hedges in planters along rectangular straight lines as needed
3. Remove dead vegetation as needed
4. Perform all work required in the project specifications
5. Visit and inspect site daily and report conditions to the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

EXHIBIT A5 - FIRESTONE MEDIAN FROM KAUFFMAN AVE TO BRYSON AVE



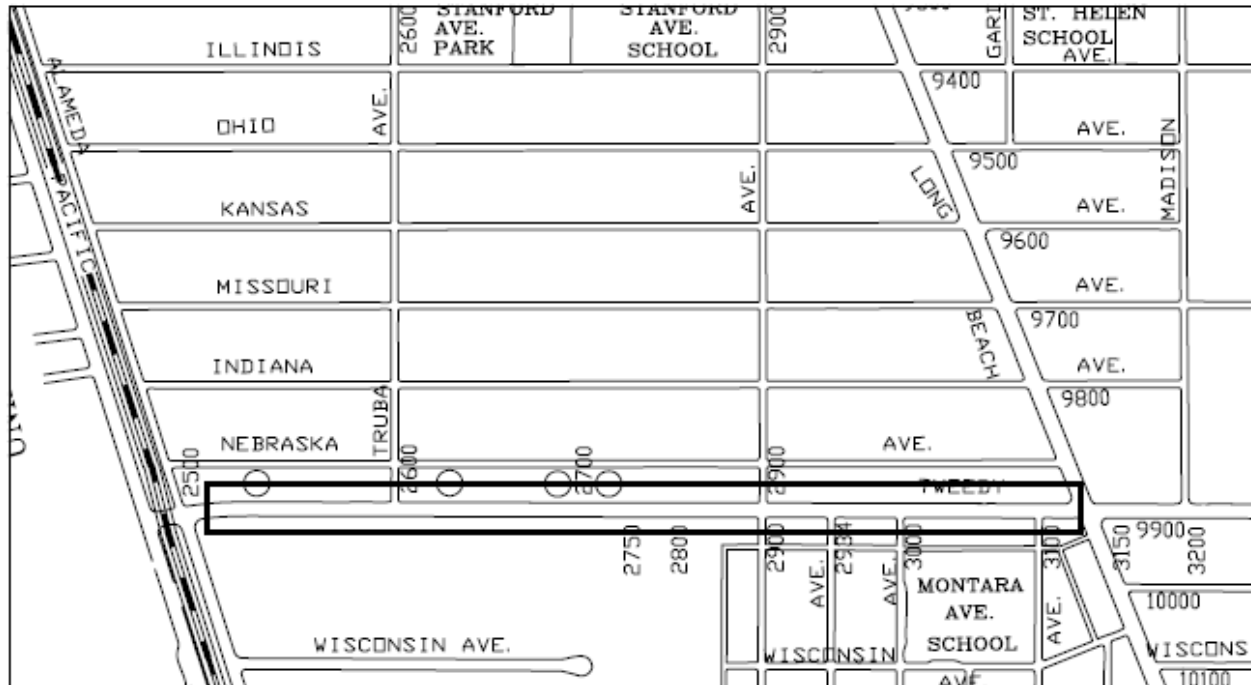
1. Trim hedges, landscaping and ground cover on a biweekly basis
2. Remove debris and trash from median, sidewalk and paved areas daily
3. Perform all work required in the project specifications
4. Visit and inspect site daily and report conditions to the City Project Manager daily.

EXHIBIT A6 - ATLANTIC AVE MEDIAN FROM FIRESTONE TO ABBOTT ROAD



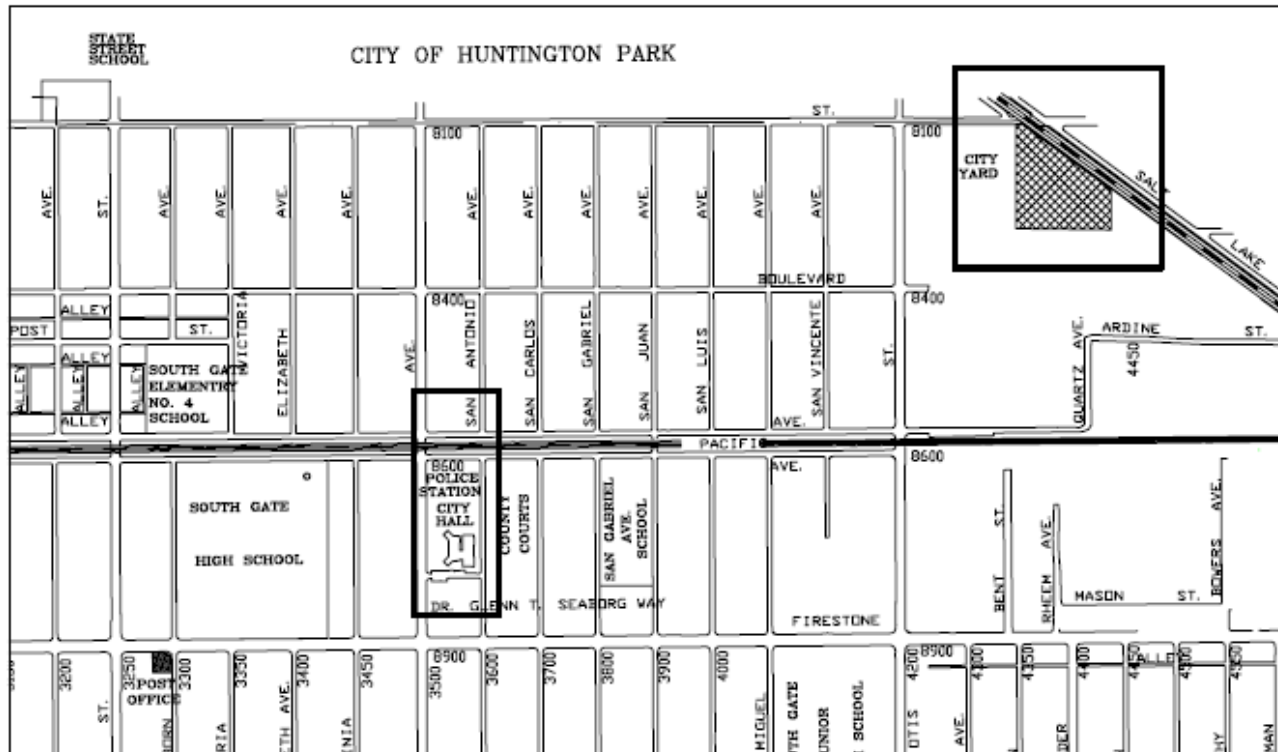
1. Remove trash and debris from medians and public areas daily.
2. Remove weeds from median and public places on an as needed basis
3. Maintain ground cover, and flower beds on an as needed basis
4. Steam clean median hardscape areas and public areas once a month.
5. Perform all work required in the project specifications
6. Visit and inspect site daily and report conditions to City Project Manager daily.

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



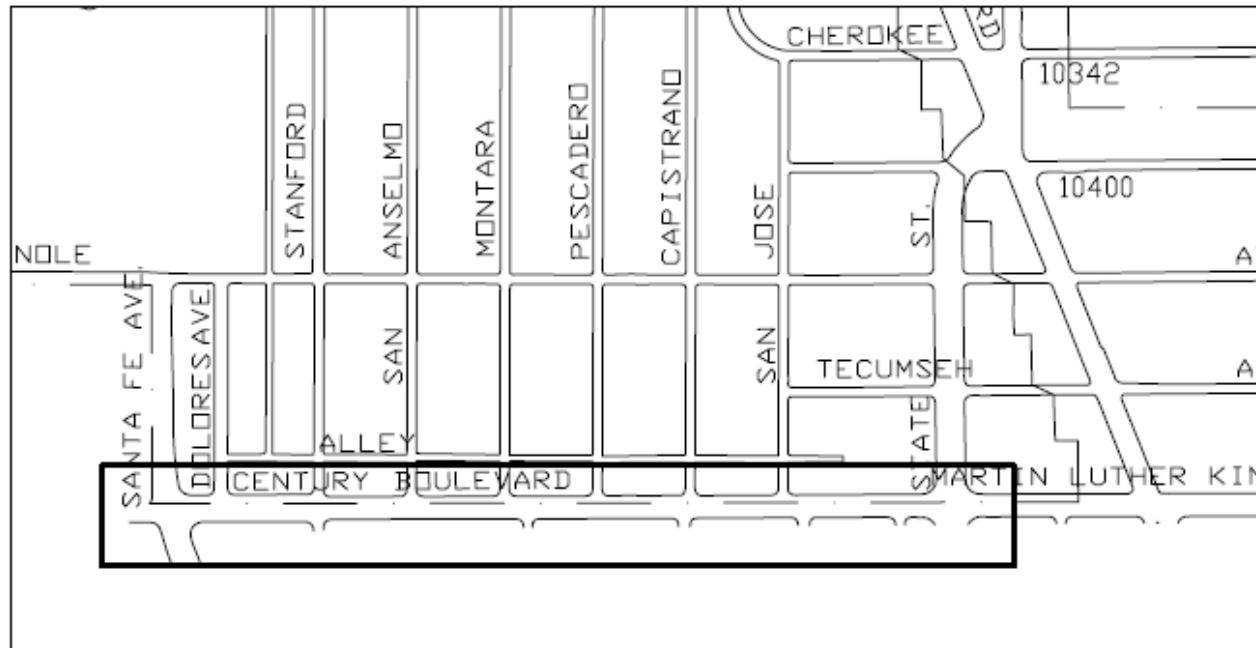
1. Pick up trash debris daily from medians, sidewalks, and paved areas
2. Pick up weeds on an as needed basis
3. Empty trash receptacles on Mondays, Tuesdays, Wednesdays, and Fridays on Tweedy
3. Maintain landscaping and ground cover on an as needed basis
4. Steam clean hardscaped areas, sidewalks, and paved areas once a month
5. Perform all work required in the project specifications
6. Visit and inspect site daily and report conditions to the City Project Manager daily.

EXHIBIT A8 - CIVIC CENTER AND MAINTENANCE FACILITY



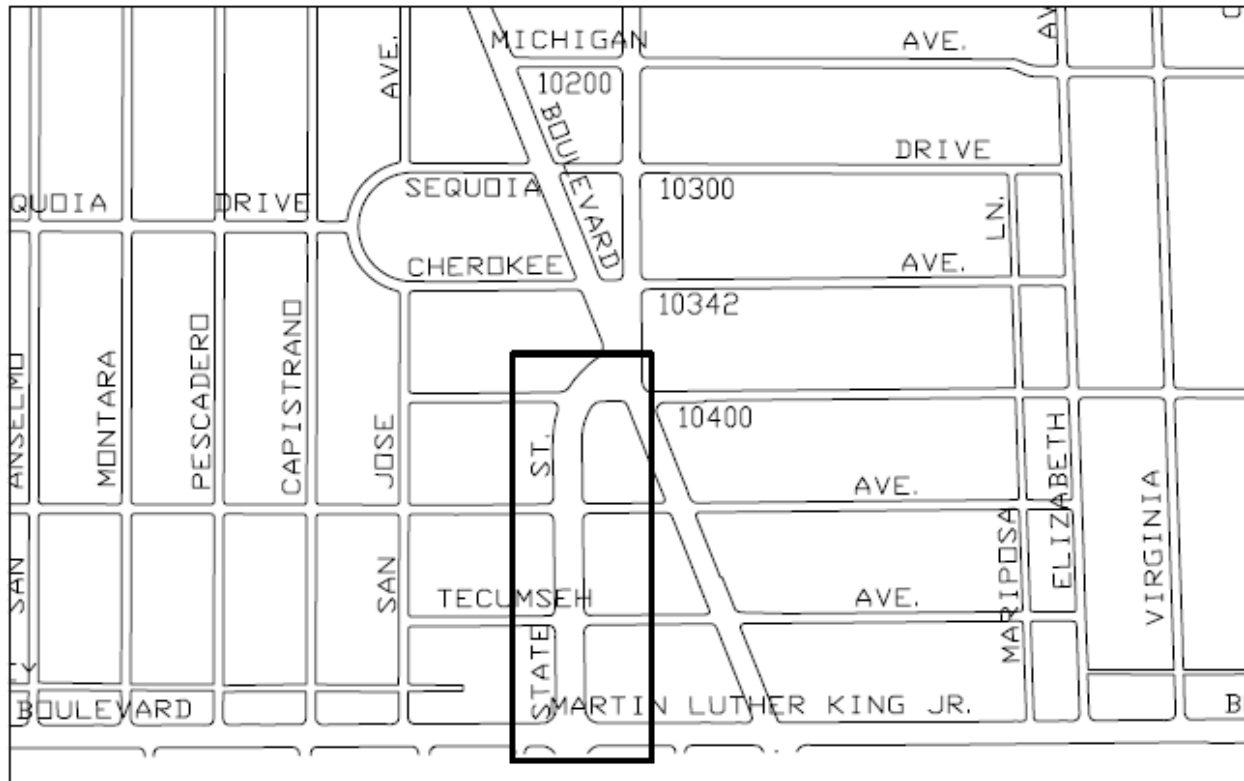
1. Remove all weeds on an as needed
2. Clean debris and trash from parking lots daily
3. Remove dead vegetation as needed
4. Ensure normal growth of plants; Replace dead plants
5. Weekly reports to be submitted to the City
6. Perform all work required in the project specifications
7. Visit and inspect site daily and report conditions to the City Project Manager.
8. Change color of flower beds 5 times a year

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



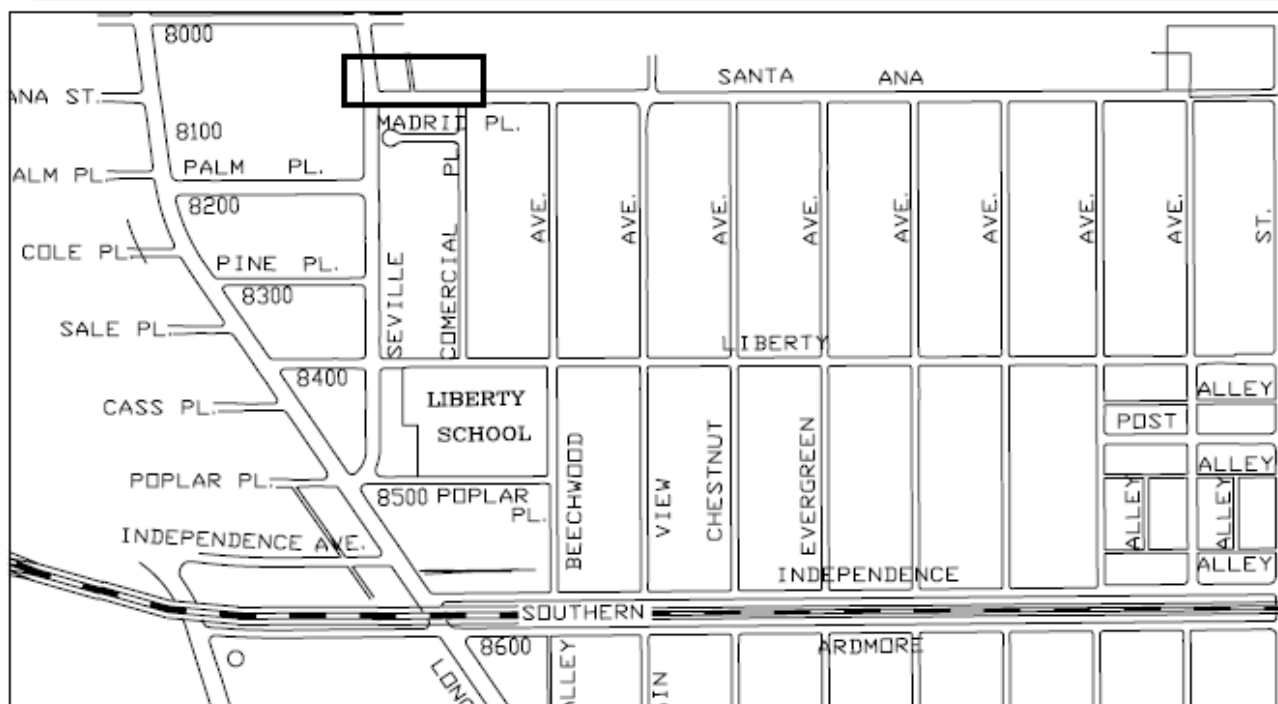
1. Remove trash bags and replace with new once a week
2. Clear debris and trash from public areas
3. Perform all work required in the project specifications
4. Visit and inspect site daily and report conditions to City Project Manager daily

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



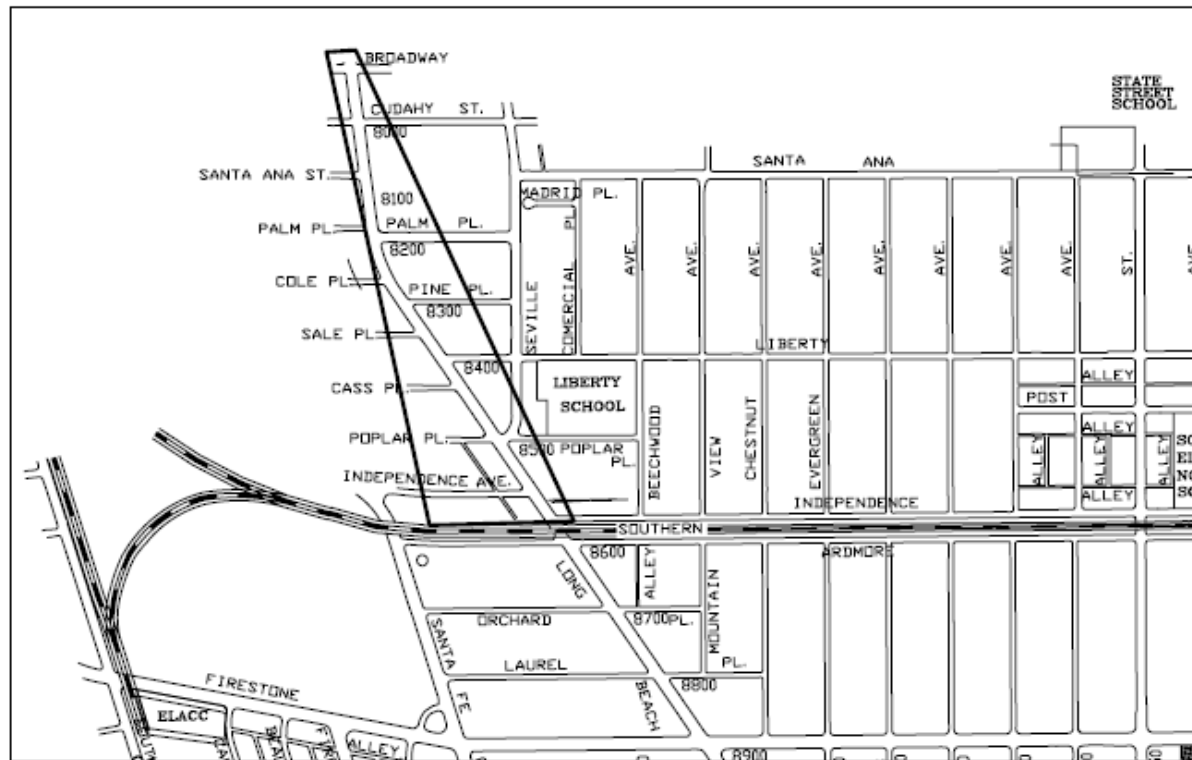
1. Mow turf once a week on 20' wide median on State Street between Long Beach Blvd and Martin Luther King Blvd
2. Remove pine needles from median island, public areas and sidewalks
3. Insure sprinklers are functional and provide full coverage
4. Replace dead portions of turf
5. Apply required fertilizer and aeration as necessary to keep turf lush green and in a healthy condition
6. Remove weeds, gum, dirt, graffiti, and USA markings from median at Long Beach Blvd and State St

EXHIBIT A11 - SANTA ANA STREET AT SEVILLE AVE



1. Keep wall on south side of Santa Ana clean of graffiti
2. Replace trash receptacles at southeast corner of Seville and Santa Ana
3. Remove debris, gum, and USA markings from intersection

EXHIBIT A12 - LONG BEACH BLVD FROM PALM PLACE TO NORTH CITY LIMITS



1. Replace trash receptacles on Mondays, Tuesdays, Wednesdays and Fridays
2. Steam clean and remove gum, animal feces, USA markings and weeds from public streets, sidewalks and paved areas
3. Steam clean benches and bus stops once a month

EXHIBIT “B”

CITY OF SOUTH GATE HOLIDAY SCHEDULE

City of South Gate

2017-2018 Holiday Schedule

HOLIDAY	ACTUAL HOLIDAY	OBSERVED HOLIDAY	HOURS
Independence Day	Tuesday, July 4, 2017	Tuesday, July 4, 2017	10
Labor Day	Monday, September 4, 2017	Monday, September 4, 2017	10
Thanksgiving Day	Thursday, November 23, 2017	Thursday, November 23, 2017	10
Christmas Eve	Sunday, December 24, 2017	Monday, December 25, 2017	10
Christmas Day	Monday, December 25, 2017	Tuesday, December 26, 2017	10
Holiday Leave	Wednesday, December 27, 2017	Wednesday, December 27, 2017	10
Holiday Leave	Thursday, December 28, 2017	Thursday, December 28, 2017	10
New Year's Day	Monday, January 1, 2018	Monday, January 1, 2018	10
Martin Luther King, Jr. Day	Monday, January 15, 2018	Monday, January 15, 2018	10
President's Day	Monday, February 19, 2018	Monday, February 19, 2018	10
Cesar E. Chavez Day	Saturday, March 31, 2018	Monday, March 26, 2018	10
Memorial Day	Monday, May 28, 2018	Monday, May 28, 2018	10
*Floating Holiday			10
Total Hours			130

**Because less than 30 hours is necessary to effectuate the full week of holiday closure, 10 hours will be considered floating holiday and may be taken at any time throughout the fiscal year provided the employee receives advanced department approval. The Floating Holiday must be utilized during the 2017-2018 fiscal year.*

Approved by: _____

Michael Flad, City Manager

 Nellie Cobos, Deputy Director of Administrative
 Services/HR & RM

All full-time, non-sworn employees will receive 130 hours of paid Holiday Leave each year. The City will observe the 10 days set forth in this Holiday Schedule, plus 30 additional hours each year. The 30 additional hours will be applied to effectuate a full week of closure between Christmas Day and New Year's Day. In the event that less than 30 hours is necessary to effectuate the full week of closure, the balance of the 30 hours will be observed as floating holiday(s). With the exception of Cesar E. Chavez Day, when a holiday falls on a Friday or Saturday, that day shall become a floating holiday. When a holiday falls on a Sunday, the following Monday is the observed holiday. If two-day holidays fall on Sunday and Monday, then the holidays are observed on Monday and Tuesday. For further information on the Holiday Schedule or holiday pay, please consult your individual MOUs, your union representative, or the Human Resources Office.