



Council Chambers
200 H Street
Antioch, CA 94509

Closed Session - 6:00 P.M.
Regular Meeting - 7:00 P.M.

ANNOTATED AGENDA

for

April 12, 2016

Antioch City Council
Regular Meeting

Wade Harper, Mayor
Lori Ogorchock, Mayor Pro Tem
Mary Helen Rocha, Council Member
Tony Tiscareno, Council Member
Monica E. Wilson, Council Member

Arne Simonsen, City Clerk
Donna Conley, City Treasurer

Steven Duran, City Manager
Michael G. Vigilia, City Attorney

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Council meetings are televised live on Comcast Channel 24

Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Other materials, such as maps and diagrams, may also be included. All of these materials are available at the City Clerk's Office, located on the 3rd Floor of City Hall, 200 H Street, Antioch, CA 94509, during normal business hours for inspection and (for a fee) copying. Copies are also made available at the Antioch Public Library for inspection. Questions on these materials may be directed to the staff member who prepared them, or to the City Clerk's Office, who will refer you to the appropriate person.

Notice of Opportunity to Address Council

The public has the opportunity to address the Council on each agenda item. To address the Council, fill out a yellow Speaker Request form, available on each side of the entrance doors, and place in the Speaker Card Tray. See the Speakers' Rules on the inside cover of this Agenda. Comments regarding matters not on this Agenda may be addressed during the "Public Comments" section.

6:00 P.M. ROLL CALL – CLOSED SESSIONS – for Council Members – *All Present*

PUBLIC COMMENTS for Closed Sessions – *None*

CLOSED SESSIONS:

1) **CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City's Labor Negotiators is authorized by California Government Code § 54957.6; City designated representatives: Nickie Mastay, Denise Haskett and Glenn Berkheimer; Employee organization: Antioch Police Officers' Association.

Direction given to Labor Negotiators

2) **CONFERENCE WITH LEGAL COUNSEL** – Existing Litigation pursuant to California Government Code §54956.9 (d)(1): Patient J.K. vs. City of Antioch, Contra Costa Superior Court Case No. MSN16-0527.

Direction given to City Attorney

7:08 P.M. ROLL CALL – REGULAR MEETING – for Council Members – *All Present*

PLEDGE OF ALLEGIANCE

1. PROCLAMATIONS

- Arbor Day, April 29, 2016
- National Animal Control Officer Appreciation Week, April 10 – 16, 2016
- Gloria Martin, 11th Assembly District 2016 Woman of the Year
- Qwivander Smith, Women Creating Community
- Synitha Walker, Women Creating Community
- Council Member Mary Rocha, 2016 Contra Costa Commission Woman of the Year

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the proclamations.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- SALES TAX CITIZENS' OVERSIGHT COMMITTEE (Extended Deadline date: 04/15/16)
- BOARD OF ADMINISTRATIVE APPEALS, ALTERNATE (Extended Deadline date: 04/15/16)
- PLANNING COMMISSION (Deadline date to apply: 04/15/16)

PROCLAMATIONS

PUBLIC COMMENTS – *Members of the public may comment only on unagendized items. The public may comment on agendized items when they come up on this Agenda.*

CITY COUNCIL COMMITTEE REPORTS

MAYOR’S COMMENTS

PRESENTATIONS – *Workforce Development Board - Earn and Learn, presented by Gina Del Carlo*
– *Antioch Shelter Project, presented by Gary Kingsbury*

PRESENTATION

PRESENTATION

8:57 P.M.
9:08 P.M.

ADJOURNED TO BREAK
RECONVENE. ROLL CALL for Council Members – **All Present**

2. CONSENT CALENDAR

A. APPROVAL OF COUNCIL MINUTES FOR MARCH 8, 2016

Recommended Action: It is recommended that the City Council approve the minutes.

Approved, 5/0

STAFF REPORT

B. APPROVAL OF COUNCIL MINUTES FOR MARCH 22, 2016

Recommended Action: It is recommended that the City Council approve the minutes.

Approved, 5/0

STAFF REPORT

C. APPROVAL OF COUNCIL WARRANTS

Recommended Action: It is recommended that the City Council approve the warrants.

Approved, 5/0

STAFF REPORT

D. TECHNICAL TRAINING FOR CLERKS - TTC SERIES 400

Recommended Action: It is recommended that the City Council take the following actions:

Reso No. 2016/34 adopted, 5/0

1) Authorize associated expenditures for the City Clerk to attend the Technical Training for Clerks (TTC) Series 400 Course at the UC Riverside on June 21 - 24, 2016; and

2) Adopt the Resolution amending the City Clerk’s FY 2015/2016 budget

STAFF REPORT

E. FINAL ACCEPTANCE OF THE WATER MAIN REPLACEMENT AT VARIOUS LOCATIONS (PW 503-15)

Recommended Action: It is recommended that the City Council adopt a resolution accepting work and authorizing the Public Works Director/City Engineer to File a Notice of Completion for the Water Main Replacement at Various Locations project and increasing Water Line Expansion funding of the existing contract with D&D Pipelines, Inc. in the amount of \$17,544.82 for a total contract amount of \$602,544.82.

Reso No. 2016/35 adopted, 5/0

STAFF REPORT

CONSENT CALENDAR – Continued

- F. AUTHORIZATION TO AMEND CONSULTANT CONTRACT WITH INTERWEST CONSULTING GROUP TO PROVIDE A CODE ENFORCEMENT MANAGER AND EXTEND THE EXPIRATION DATE TO JUNE 1, 2017 FOR CODE ENFORCEMENT AND BUILDING SERVICES

Approved, 5/0

Recommended Action: It is recommended that the City Council authorize the City Manager to amend the contract with Interwest Consulting Group in an amount not to exceed \$200,000 to provide an interim Code Enforcement Manager and continued Building Inspector. This would bring the total contract amount since July 1, 2015 to \$300,000.

STAFF REPORT

COUNCIL REGULAR AGENDA

3. CONTRA COSTA MOSQUITO AND VECTOR CONTROL BOARD OF TRUSTEES' (ANTIOCH RESIDENT REPRESENTATIVE) APPOINTMENT FOR ONE (1) FULL-TERM VACANCY EXPIRING MARCH 2020

Appointed Lola Odunlami, 4-year term, expiring April 2020, 5/0

Recommended Action: It is recommended that the Mayor nominate and Council appoint one (1) Representative to the Contra Costa Mosquito and Vector Control Board of Trustees for a 4-year term which will expire April 2020.

STAFF REPORT

4. BOARD OF ADMINISTRATIVE APPEAL APPOINTMENTS FOR FIVE (5) FULL-TERM VACANCIES EXPIRING MARCH 2020

Appointed Deborah M. Simpson, Andrew Schleder, Frederick Rouse, Ademuyiwa "Ade" Adeyemi, and Martin T. Gonsalves, 4-year terms, expiring March 2020, 5/0

Recommended Action: It is recommended that the Mayor nominate and Council appoint five members to the Board of Administrative Appeals, 4-year terms, which will expire March 2020.

STAFF REPORT

5. RESOLUTION APPROVING ONE (1) CODE ENFORCEMENT MANAGER POSITION AUTHORIZING THE APPROPRIATE BUDGET ADJUSTMENT

Continued, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving one (1) Code Enforcement Manager position and authorize the appropriate budget adjustment.

STAFF REPORT

6. RESOLUTION AUTHORIZING PLEDGED REVENUE FUNDS TO THE STATE WATER RESOURCES CONTROL BOARD FOR A DRINKING WATER STATE REVOLVING FUND LOAN UP TO \$1,000,000 FOR THE BRACKISH WATER DESALINATION PROJECT (P.W. 694)

Reso No. 2016/36 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution and authorize the City Manager to execute a financing agreement and pledge revenue funds from the Water Enterprise Fund to the State Water Resources Control Board for a Drinking Water State Revolving Fund Loan up to \$1,000,000 for the Brackish Water Desalination Project.

STAFF REPORT

COUNCIL REGULAR AGENDA – Continued

7. FIREBREAK AND WEED DISKING BID AWARD

Approved, 5/0

Recommended Action: It is recommended that the City Council authorize the City Manager to execute an agreement for Firebreak and Weed Disking (Bid No. 988-0223-16A) with Apex Grading, Concord, CA for a term of five years in the amount of \$530,000.

STAFF REPORT

8. ELECTRICAL SERVICES BID AWARD

Approved, 5/0

Recommended Action: It is recommended that the City Council authorize the City Manager to execute an agreement with ICR Electric and St. Francis Electric to provide electrical services per Bid No. 968-0209-16A not to exceed \$200,000 per contract per year for a term beginning on July 1, 2016 and ending on June 30, 2021 for a total cost not to exceed \$1,000,000.

STAFF REPORT

9. GASOLINE AND DIESEL FUEL BID AWARD

Approved amending total contract cost not to exceed \$2.5 million, 5/0

Recommended Action: It is recommended that the City Council authorize the City Manager to execute an agreement with Hunt and Sons, Inc. to provide gasoline and diesel fuel products per Bid No. 405-0225-16A in the amount not to exceed \$500,000 per contract per year for a term beginning on July 1, 2016 and ending on June 30, 2021 for a total contract cost not to exceed \$2,000,000.

STAFF REPORT

10. THREE (3) PERSON LANDSCAPE CREW MAINTENANCE SERVICE BID AWARD

Approved, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to execute an agreement and award the 3-Person Landscape Crew Maintenance Service to the overall low bidder, Pacific Coast Landscape Management, Inc. of Byron, CA, to provide landscape maintenance services at various locations.

STAFF REPORT

11. FIVE (5) PERSON LANDSCAPE CREW MAINTENANCE SERVICE BID AWARD

Approved, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to approve an agreement, and award the 5-Person Landscape Crew Maintenance Service, to the overall low bidder, Pacific Coast Landscape Management, Inc. of Byron, CA, to provide landscape maintenance services at various locations.

STAFF REPORT

PUBLIC COMMENT

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS – *Council Members report out various activities and any Council Member may place an item for discussion and direction on a future agenda. Timing determined by Mayor and City Manager – no longer than 6 months.*

ADJOURNMENT – 9:53 p.m.



ARBOR DAY
April 29, 2016

WHEREAS,

In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS,

this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS,

trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS,

trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community; and

WHEREAS,

the City of Antioch has been named Tree City USA for the tenth consecutive year; and

WHEREAS,

the City of Antioch will be celebrating Arbor Day with a tree planting on April 29, 2016, 3:30 p.m. with the Riverview Garden Club and Boy Scout Troop 247 at the Mira Vista Park, Antioch.

NOW, THEREFORE, I, WADE HARPER, Mayor of the City of Antioch do hereby proclaim April 29, 2016 as ARBOR DAY in the City of Antioch and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

April 12, 2016

WADE HARPER, Mayor



NATIONAL ANIMAL CONTROL OFFICER APPRECIATION WEEK
ANIMAL CONTROL OFFICER ANDREA E. SUTHERLAND
April 10 - 16, 2016

WHEREAS, the National Animal Control Association has designated the second week of April each year as Animal Control Officer Appreciation Week, and;

WHEREAS, the various Federal, State, and Local Government Officials throughout the Country take this time to recognize, thank, and commend all Animal Control Officers for the dedicated service they provide to the citizens, various Public Safety, Public Service Agencies, and Departments across the Country, and;

WHEREAS, the City of Antioch would like to express its sincere thanks and appreciation for the outstanding service the Animal Control Officers of the Antioch Police Department provide on a daily basis to the Citizens of the City and to the various Public Safety, Public Service Agencies and Departments, and;

WHEREAS, the City of Antioch recognizes and commends the Animal Control Officers for the many dedicated and long hours of service they perform in serving this community, and for fulfilling the Police Department's commitment to providing the highest and most efficient level of safety, and;

WHEREAS, the City of Antioch wishes to commend Animal Control Officer Andrea E. Sutherland for her service, which is in keeping with the long and distinguished tradition of the Animal Control Profession.

NOW, THEREFORE, I, WADE HARPER, Mayor of the City of Antioch, do hereby proclaim the week of April 10 through April 16, 2016, as NATIONAL ANIMAL CONTROL OFFICER APPRECIATION WEEK in the City of Antioch, California and encourage all citizens to join me in expressing their sincere appreciation for the service and dedication of our Animal Control Officers.

April 12, 2016

WADE HARPER, Mayor

1.02
04-12-16



*IN HONOR OF
GLORIA MARTIN*

11TH ASSEMBLY DISTRICT - 2016 WOMAN OF THE YEAR

WHEREAS, Gloria Martin is a lifelong resident of Antioch, has quietly given back to her community through philanthropic support by way of the Martin Family Foundation, and devotes countless volunteer hours throughout the community; and

WHEREAS, Gloria Martin developed her community spirit at a young age while attending Antioch Schools, including Fremont Elementary, Antioch Junior High School, and Antioch High School; and

WHEREAS, For over ten years, she has been an active board member of the Antioch Schools Education Foundation; and

WHEREAS, During this time, she chaired the Fellows Award dinner honoring Antioch's outstanding teachers and raised money to improve school classrooms through various grants; and

WHEREAS, In addition to her philanthropic work through local schools, Gloria Martin is a proud Rotarian with twenty years of perfect attendance and holding the office of Sergeant at Arms for many years; and

WHEREAS, Gloria Martin is also an active member of the Holy Rosary Church, Pittsburg Elks Club, Antioch Woman's Club, Antioch Chamber of Commerce, and Umpqua Bank Advisory Board; and

WHEREAS, Gloria Martin regularly volunteers her time to support her community by participating in red ribbon week, various food banks, the Antioch Senior Center, and the Antioch Historical Society; and

WHEREAS, She also supports dozens of other nonprofits, including An Elderly Wish Foundation, the Police Activities League, Antioch High School, East County Boys & Girls Club, Leo Fontana Family Foundation, with a special place in her heart for the REACH Project.

*NOW, THEREFORE, I, MAYOR WADE HARPER
do hereby salute GLORIA MARTIN, 11TH ASSEMBLY DISTRICT 2016 WOMAN OF THE YEAR
for her dedication, support and positive influence to the City of Antioch and encourage
all citizens to join me in expressing sincere appreciation for her dedication.*

April 12, 2016

WADE HARPER, Mayor

1.03
04-12-16



IN HONOR OF
QWIVANDER SMITH
WOMEN CREATING COMMUNITY - ANTIOCH

WHEREAS, First Lady Qwivander Smith is an energetic, local business woman, and published author committed to empowering the community; and

WHEREAS, She is the wife of Kirkland A. Smith, Senior Pastor of Grace Bible Fellowship of Antioch; and

WHEREAS, She serves as the Director of Women's Ministry and oversees the Heart 2 Heart (H2H) youth mentoring ministry for girls, which focuses on education, etiquette, and abstinence; and

WHEREAS, She is the founder of the Helping Hands Mission's Ministry that provides meals and housekeeping assistance for women who have short-term health related concerns; and

WHEREAS, Through this appointed position, she conducts annual workshops, empowers women in methods of the Master Teacher (Jesus); and hosts an Annual Ball that serves as a form of "Rites of Passage" for African American girls; and

WHEREAS, Ms. Smith is the mother of 4 wonderful sons, but has a special place in her heart for women; and

WHEREAS, She is thought of fondly as "the friend we'd all like to have because she really listens."

NOW, THEREFORE, I, MAYOR WADE HARPER
do hereby salute FIRST LADY QWIVANDER SMITH for her dedication, support and positive influence to the City of Antioch and encourage all citizens to join me in expressing sincere appreciation for her dedication.

April 12, 2016

WADE HARPER, Mayor



**IN HONOR OF
SYNITHA WALKER
WOMEN CREATING COMMUNITY - ANTIOCH**

WHEREAS, Synitha is a phenomenal and gifted Executive Director and mentor; and

WHEREAS, With more than 15 years of education and experience, she has used those talents to become the Founder and Executive Director of Parents Connected, a non-profit organization focused on increasing the college-going rates of youth in Contra Costa County; and

WHEREAS, In addition to Parents Connected, Synitha has been employed as a Case Manager for the United States Court of Appeals for the past 30 years; and

WHEREAS, Synitha has been married to her husband Omar Walker for 24 years and they have three children Omar, Jr., Demari, and Jamar; and

WHEREAS, Synitha has always been highly involved in her children's success both athletically and academically; and

WHEREAS, Synitha is an individual who has a burning passion for education that extends far beyond the classroom and deep into the hearts and minds of parents and children; and

WHEREAS, Her desire is to enrich the lives of children, encourage them to achieve their academic goals and instill excellence in everything they do; and

WHEREAS, Synitha is a woman who has a love for people and a compassionate heart that shines through whenever she enters a room.

NOW, THEREFORE, I, MAYOR WADE HARPER
do hereby salute SYNITHA WALKER for her dedication, support and positive influence to the City of Antioch and encourage all citizens to join me in expressing sincere appreciation for her dedication.

April 12, 2016

WADE HARPER, Mayor

**1.05
04-12-16**



IN HONOR OF
COUNCIL MEMBER MARY HELEN ROCHA
2016 CONTRA COSTA COMMISSION WOMAN OF THE YEAR

WHEREAS, Mary Helen Rocha is an activist, politician, and health advocate for the communities located in the heart of East Contra Costa County; and

WHEREAS, Her career has been dedicated to social services on behalf of low income communities who have struggled to access healthcare, child development education, social and emotional support services for youth and families; and

WHEREAS, She was honored for her service to children and families and a community childcare center was dedicated in her name as the "Mary Rocha Child Development Center"; and

WHEREAS, Following her tenure as a School Board Representative, Ms. Rocha was elected as the first Latina Mayor of the City of Antioch and currently serves as a member of the Antioch City Council; and

WHEREAS, As a leader in the East Contra Costa County Region, she was able to fulfill her dream of providing healthcare, early child development, and social services for low income youth and families in East Contra Costa County; and

WHEREAS, In recognition of her dedicated, unselfish service to others, she received the Los Medanos Community College Cesar Chavez Award, Maya Award from the United Council of Spanish Speaking Organizations of Contra Costa County; and

WHEREAS, She was selected for the publication of the historic Latina leaders of our time in the State of California, titled "Mujeres de Conciencia" / "Women of Conscience".

NOW, THEREFORE, I, MAYOR WADE HARPER
do hereby salute COUNCIL MEMBER MARY HELEN ROCHA for her dedication, support and positive influence to the City of Antioch and encourage all citizens to join me in expressing sincere appreciation for her dedication.

April 12, 2016

WADE HARPER, Mayor



Earn & Learn East Bay

Connecting Employers to their Future Workforce

Earn & Learn East Bay connects employers to regional efforts designed to help grow our future workforce. We place students and young adults in meaningful workplace experiences including summer and year-round jobs, internships and apprenticeships or in industry-led summer learning experiences. We facilitate employer participation on Industry Advisory Boards to advise and assist educators with career pathway programs, and as guest speakers in high school and community college classrooms. We support teachers by helping them gain a deeper understanding of industry needs and by arranging for them to experience the workplace.

Earn & Learn East Bay is an engagement and recruitment campaign coordinated by the Workforce Development Board of Contra Costa County, the Contra Costa Economic Partnership and Diablo Gateways to Innovation (DGI). DGI is a collaborative effort among a wide range of educational and workforce partners actively supporting career pathways for youth and young adults in our region. DGI pathways are designed to prepare students and young adults for careers in three of our thriving industry sectors.

To make a pledge or place a job order, visit us online or contact the Earn and Learn team

www.earnlearneastbay.org | info@earnlearneastbay.org

About the Partners

Workforce Development Board of Contra Costa County

The Workforce Development Board brings together leaders from business, economic development, education, labor, community-based organizations, and public agencies to align a variety of resources and organizations to enhance the competitiveness of the local workforce and support economic vitality in our region. Our programs and services are designed to help job seekers, employers, small businesses and youth.

Contra Costa Economic Partnership

Founded in 1995, the Economic Partnership is a coalition of business, education and public sector leaders dedicated to promoting economic vitality and an excellent quality of life in the East Bay region. The Partnership works collaboratively to support and expand existing businesses, and to attract high-wage, high-skill jobs and emerging technology companies to the region.

Diablo Gateways to Innovation

The Diablo Gateways to Innovation (DGI) Consortium is a coalition of 10 school districts in 3 counties, 4 community colleges, one Cal State University, 2 County Offices of Education, 2 Regional Occupational Programs, and 2 Workforce Investment Boards. The DGI vision is to develop and strengthen robust partnerships among employers, K12 and community colleges to support students' preparation for the 21st century workplace and to provide successful student transitions through career pathways into post-secondary education, training, and employment. DGI focuses its efforts on three Industry Sectors; Advanced Manufacturing/Engineering, Health Science and Information and Communications.

PRESENTATION #1



Diablo Gateways to Innovation

The Diablo Gateways to Innovation (DGI) Consortium is a coalition of 10 school districts in 3 counties, 4 community colleges, one Cal State University, 2 County Offices of Education, 2 Regional Occupational Programs, and 2 Workforce Investment Boards. The DGI vision is to develop and strengthen robust partnerships among employers, K12 and community colleges to support students' preparation for the 21st century workplace and to provide successful student transitions through career pathways into post-secondary education, training, and employment. DGI focuses its efforts on three Industry Sectors; Advanced Manufacturing/Engineering, Health Science and Information and Communications.

DGI Partners:

School Districts

- Antioch Unified School District
- Benicia Unified School District
- Dublin Unified School District
- John Swett Unified School District
- Livermore Valley Joint Unified School District
- Martinez Unified School District
- Mt. Diablo Unified School District
- Pittsburg Unified School District
- Pleasanton Unified School District
- San Ramon Valley Unified School District

Community Colleges

- Diablo Valley College
- Las Positas College
- Los Medanos College
- Solano Community College

Cal State University

- California State University East Bay

County Offices of Education

- Alameda County Office of Education
- Contra Costa Office of Education (*Lead Fiscal Agency*)

Regional Occupational Programs

- Contra Costa Office of Education CTE/ROP
- Tri-Valley ROP

Workforce Development Boards / Industry Intermediaries

- Alameda County Workforce Investment Board
- Contra Costa Economic Partnership
- Workforce Development Board of Contra Costa County

Youth Workforce Development Partners

- Bay Area Community Resources
- Contra Costa Office of Education Youth Employment Services
- Mount Diablo Unified School District



Presentation #1



Earn and Learn East Bay

Helping Employers Grow their Future Workforce

- Connects employers to regional efforts designed to help grow our future workforce.
- Conducts an employer engagement campaign
 - ✓ Jobs and Internships
 - ✓ Other Work-based Learning
 - ✓ Teacher and School Supports



Earn and Learn East Bay

Managing Partners

*Workforce Development Board of Contra
Costa County*

Contra Costa Economic Partnership

Diablo Gateways to Innovation Consortium



E&L East Bay Goals

Build on the WDB's prior successful Summer Jobs efforts

Connect hundreds of students and young adults to work and learning opportunities

Support schools and teachers in Career Pathway implementation

Expand the number of employers participating in Career Pathway and Workforce Development initiatives



Earn and Learn East Bay

What do we do?

- Place students and young adults in meaningful workplace experiences.
- Facilitate and support employer participation in career pathway initiatives.
- Support teachers by connecting them to employers and workplaces.



Progress – Winter 2016

- Earn and Learn Toolset
 - ✓ *Field Test Version Completed. Pilot in Summer 2016.*
- Baseline Survey of DGI Schools and Colleges
 - ✓ *Completed. Data being analyzed and report prepared.*
- Employer Engagement Campaign
 - ✓ *Participation options defined*
 - ✓ *Successful Kick- Off*
 - ✓ *Employer Engagement Supports*
 - ✓ *Business Process Mapped*
 - ✓ *Technologies deployed*



Earn and Learn Toolset

- Earn and Learn East Bay Fact Sheet
- E&L Toolset Summary
- Work-Based Learning Quality Elements
- Work Readiness Competencies
- Career Development Continuum
- Internship Definition
- Work-Based Learning Plan and Evaluation
- Educator Externship Description and Materials
- Private Sector Subsidy Qualifiers
- Employer Fact Sheet
- In Process
 - ✓ *workplace tours, job shadows, career mentoring, work experience/co-op and apprenticeship.*



Next Steps

- Implement Employer Engagement Campaign
 - ✓ *Follow up the Kick Off*
 - ✓ *Implement additional activities*
 - ✓ *Turn pledges into commitments, and fulfill opportunities*
- Deploy systems and technologies
 - ✓ *Business Engagement tools*
 - ✓ *Web site (earnlearneastbay.org)*
- Make and support student and teacher placements



Next Steps

- Define standards of practice for employer engagement and work-based learning connectors.
- Compile and analyze survey data, complete report.
- Define and conduct professional development activities.
- Document activities, impacts and outcomes
- Complete additional toolset components



07/21/2009



Antioch Shelter Project



The Need

- Antioch Unified School District estimates that there are 300 to 400 students in their school without a permanent home – living with friends/relatives, in motels, in cars, as well as some on the streets. These students and their mothers are the most vulnerable in our community to sexual and violent crimes.
- Women and children are the fastest growing segment of homelessness in the Bay Area and Contra Costa County.
- There are no emergency shelters in Antioch and East Contra Costa County, creating issues regarding schooling, employment, and community.

Antioch Shelter Project



The Solution

While Contra Costa County and the city of Antioch do not have funds in their budget for an emergency shelter, a coalition of churches, private foundations, and community groups are stepping forward to make an emergency shelter with 50 beds for women and children a reality through the Antioch Shelter Project under the nonprofit umbrella of the New Life Dream Center.

Antioch Shelter Project



1. Antioch City Council approval is needed too!

City property on Delta Fair Blvd. between Los Medanos College and County offices has been targeted by city staff for the shelter. This property is across the street from property currently zoned for an emergency shelter. As a result, Antioch City Council needs to transfer the zoning across the street.

Antioch Shelter Project



2. The use of this city property for an emergency shelter by New Life Dream Center needs approval at no or token cost, while restricting the property use for shelter purposes only.
3. Through their partner, Home Aid Northern California, an architect design has been submitted to the city for approval. Home Aid will discuss their design shortly.

Antioch Shelter Project



Measurements of Success

1. Keeping our shelter beds as close to fully used as possible – a 90% plus occupancy rate.
2. Providing assistance to transitional or permanent housing; recovery programs; or other assisted services towards independent living.
3. Keeping our shelter 100% accident and crime free.
4. Developing gracious space for our guests, volunteers, and staff.
5. Sustainable funding from financial resources, in kind services/volunteers and products (primarily food).

Antioch Shelter Project



Organizational Support

The New Life Dream Center (NLDC) is dedicated to changing lives of the most vulnerable – changing hurts, pains, and failures to healthy, productive, and abundant lives.

NLDC was founded on and continues to provide twelve month programs to those suffering with drug, alcohol, and other substance abuses to women and men. These programs maybe the next steps to some of guests at the proposed emergency shelter in Antioch.

Recently NLDC added job training programs at the New Life Marina and Ranch on Bethel Island.

Antioch Shelter Project



Project Leaders of the Antioch Shelter Project are Tamika Peters and Gary Kingsbury.

Tamika is an Antioch resident and mother, who experienced her own homelessness due to the Great Recession. She has over ten years of experience in hospitality and customer service, as well as church administration at the ALLLOVE FAITH Church in Antioch.

Gary Kingsbury has 20 years of successful business experience in new business development in the technology industry, plus 20 years' experience as a nonprofit executive/pastor. Gary served as the Chief Operating Officer and VP of Community Outreach prior to focusing his efforts on the Antioch Shelter Project.

Antioch Shelter Project



Proposed Shelter Design –

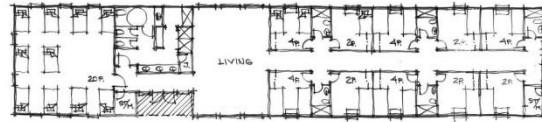
**Focused on safety/security, as well as cost effectiveness,
by Ralph Strauss of SDG Architects in Brentwood and
through Home Aid Northern California.**



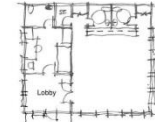
Antioch Shelter Project



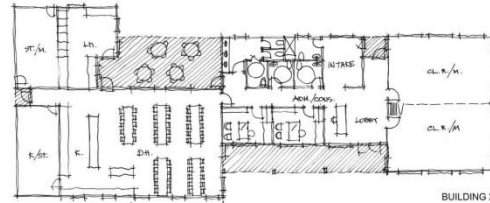
ANTIOCH SHELTER
Antioch, CA
February 2016



BUILDING 1
Single Women (20)
Family (50)



BUILDING 3
Daycare



BUILDING 2

ANTIOCH SHELTER
Antioch, CA
FEBRUARY 8, 2016

Proposed Floor Plans

3381 Walnut Blvd, Suite 120 Brentwood, CA 94015
925.624.7900
www.strawmatedesign.com



Antioch Shelter Project



Funding

- The Antioch Shelter Project has developed a broad coalition of support from churches, private foundations, and community groups. Some are here tonight. Please stand up if you are here to show your support for the Antioch Shelter Project and the need for an emergency shelter for women and children in Antioch.
- Significant funding and additional opportunities are contingent on city of Antioch approval of the rezoning, providing the use of city property, and the building design.

Antioch Shelter Project



- Home Aid of Northern California has pledged 50% of the cost of the shelter facility.
- Leshner Family Foundation is providing a challenge grant as its first level of funding, contingent upon city approvals.
- Ten sponsoring churches have stepped forward to support this project – both the building phase and ongoing support.

Antioch Shelter Project



Conclusion

- Our most vulnerable community members need an emergency shelter.
- Our community is coming together to serve and help these individuals. This unity can lead to a transformation in Antioch and East Contra Costa County.
- To move forward we need your support:
 - **Rezoning**
 - **Land use**
 - **Facility Design**
 - **Fast tracked**
 - **No city fees to the community members stepping forward to fill this large need in Antioch.**
- **How can we move forward together?**

CITY COUNCIL MEETING

Regular Meeting
7:00 P.M.

March 8, 2016
Council Chambers

6:00 P.M. - CLOSED SESSION

- 1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION** – This Closed Session is authorized by California Government Code §54957 – City Manager.
- 2. CONFERENCE WITH LEGAL COUNSEL** – Existing Litigation pursuant to California Government Code §54956.9 (d)(1): Mark Jordan vs. City of Antioch, Contra Costa Superior Court Case No. C16-00372.

Interim City Attorney Galstan reported the City Council had been in Closed Session and gave the following report: **#1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION**, No reportable action; and, **#2 CONFERENCE WITH LEGAL COUNSEL**, Direction was given to staff.

Mayor Harper called the meeting to order at 7:02 P.M., and City Clerk Simonsen called the roll.

Present: Council Members Wilson, Ogorchock, Tiscareno, Rocha and Mayor Harper

PLEDGE OF ALLEGIANCE

Mayor Harper led the Council and audience in the Pledge of Allegiance.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Councilmember Ogorchock announced a Lose-A-Lawn Workshop would be held on March 19, 2016 at Prewett Park.

Councilmember Rocha announced U.S. Representatives McNerney and DeSaulnier would be hosting a Town Hall Meeting at 6:00 P.M. on March 9, 2016 at Antioch Middle School.

1. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Simonsen announced the following Board and Commission openings:

- Sales Tax Citizens' Oversight Committee: Three (3) vacancies; deadline date is March 11, 2016
- Board of Administrative Appeals: One Alternate (1) vacancy; deadline date is March 11, 2016
- Contra Costa Mosquito & Vector Control Board of Trustees: One (1) vacancy; deadline date is March 11, 2016
- Economic Development Commission: One (1) vacancy; deadline date is March 25, 2016

He reported applications would be available in Council Chambers, online at the City's website and at the City Clerk's and Deputy City Clerks offices.

Mayor Harper requested item #5 moved to immediately after Public Comment.

On motion by Councilmember Tiscareno, seconded by Councilmember Rocha, the City Council unanimously moved agenda item **#5 NEW CITY ATTORNEY APPOINTMENT**, to directly after Public Comments.

PUBLIC COMMENTS

Debra Vinson, Antioch Unified School District Trustee, complimented the Antioch Police Department for the Legos and the Law event and for their quick response to an incident.

Jim Boccio, Antioch resident, expressed concern regarding public safety at the railroad tracks between "F" Street and McElheny Road. He suggested the City consider installing a railroad crossing in the area and stated he would be willing to serve on a committee to address this issue.

Lisa Cox, Antioch resident, expressed concern regarding blight and homelessness. She questioned how the City Council planned to address these issues.

Frank Whitney, Antioch resident, submitted written comment regarding deteriorating roadways in the City.

Mayor Harper stated he would forward Mr. Whitney's concerns to Director of Public Works/City Engineer Bernal for follow up.

COUNCIL REGULAR AGENDA

5. NEW CITY ATTORNEY APPOINTMENT

Mayor Harper presented the staff report dated March 8, 2016 which recommended the City Council adopt a motion appointing Michael Vigilia as City Attorney; approving the Agreement with Michael Vigilia for City Attorney Services and authorizing the Mayor to sign the Agreement.

On motion by Councilmember Rocha, seconded by Councilmember Ogorchock, the City Council unanimously adopted a motion appointing Michael Vigilia as City Attorney; approving the Agreement with Michael Vigilia for City Attorney Services and authorizing the Mayor to sign the Agreement.

Mr. Vigilia introduced himself and stated he looked forward to serving the community of Antioch and joining the team at City Hall.

MAYOR'S COMMENTS

Mayor Harper and the City Council recognized Nasim Lawrence, 10 year old Antioch resident, for returning property he found to the owner and presented him with a Certificate of Recognition.

Erica Rodriguez, representing Assemblyman Frazier, recognized Nasim Lawrence and presented him with a Certificate of Recognition "Everyday Hero Award" and pin from the California State Assembly. She invited Nasim and his family to visit the State Capital and presented them with an invitation to the VFW dinner.

Mayor Harper presented Nasim with the Mayor's pin.

A representative from Congressman DeSaunier, presented Nasim with a Certificate of Special Congressional Recognition.

Velma Wilson, representing Antioch Schools Foundation Association, presented Nasim with an award and thanked him for his random act of kindness.

Mr. and Mrs. Lawrence thanked everyone for honoring their son.

COUNCIL SUBCOMMITTEE REPORTS

Councilmember Wilson reported on her attendance at the Mello Roos meeting.

Councilmember Ogorchock reported on her attendance at the League of California Cities meeting.

Councilmember Tiscareno announced a TRANSPLAN meeting would be held on March 10, 2016 and a Contra Costa Transportation Authority meeting would be held on March 9, 2016.

Councilmember Rocha reported on her attendance at the Tri Delta Transit meeting.

Mayor Harper announced a Delta Diablo Sanitation District meeting would be held on March 9, 2016 and they had received the Catalyst Award from the East Bay Economic Alliance. He reported on his attendance at a Tri Delta Transit meeting, Mayor's conference and a ribbon-cutting at Fellowship Church.

1. COUNCIL CONSENT CALENDAR

A. APPROVAL OF COUNCIL MINUTES FOR FEBRUARY 9, 2016

B. APPROVAL OF SPECIAL MEETING/CLOSED SESSION MINUTES FOR FEBRUARY 19, 2016

C. APPROVAL OF COUNCIL MINUTES FOR FEBRUARY 23, 2016

D. APPROVAL OF COUNCIL WARRANTS

- E. REJECTION OF CLAIMS: E.J. SMITH, BARI COSTELLO AND STACY BROWN**
- A) Approve the following application to file a late claim: E.J. Smith – application to file a late claim was received on February 11, 2016; and
 - B) Reject the following claims:
 - 1. Bari Costello – Claim was received on May 19, 2015.
 - 2. E.J. Smith – Claim was received on February 11, 2016.
 - 3. Stacy Brown – Claim was received on February 16, 2016.
- F. RESOLUTION NO. 2016/21 FINAL ACCEPTANCE OF CURB RAMPS IMPROVEMENTS (P.W. 409-4)**
- G. RESOLUTION NO. 2016/22 APPROVING ONE (1) LEGAL SECRETARY POSITION IN THE FY2016/17 AND AUTHORIZING THE APPROPRIATE BUDGET ADJUSTMENT**
- H. RESOLUTION NO. 2016/23 APPROVING THE CLASS SPECIFICATION AND SALARY SCHEDULE FOR ASSISTANT-ASSOCIATE-SENIOR PUBLIC WORKS TECHNICIAN**
- I. TECHNICAL TRAINING FOR CLERKS - TTC SERIES 100**

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the City Council unanimously approved the Council Consent Calendar with the exception of Item I, which was removed for further discussion.

Item I – In response to Councilmember Ogorchock, City Manager Duran reported it was Clerk Simonsen’s choice whether to seek reimbursement for items Council approved for travel. He noted the City Clerk received a monthly car allowance; however, he did not receive phone reimbursement and that policy could be changed by Council.

Councilmember Ogorchock suggested Mr. Simonsen’s travel, on behalf of the City, be brought forward to the City Council for consideration of reimbursement.

City Clerk Simonsen discussed the staff report and provided a summary of his proposed future budget amendments. He noted he would follow Council procedures when requesting reimbursement for his travel in the future.

City Manager Duran added if Council wished to reimburse City Clerk Simonsen for his expenses beyond the scholarship, it would require Council approval. He noted money for this purpose could be transferred from the City Manager’s budget.

Councilmember Rocha suggested Council review the next budget to determine where it would be appropriate to allocate funds for educational training.

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the Council unanimously approved reimbursing City Clerk Simonsen for out of pocket expenses for this Technical Training Conference for Clerks.

PUBLIC HEARING

3. RESOLUTION EXTENDING THE TEMPORARY CLOSURE OF EMPIRE MINE ROAD BETWEEN MESA RIDGE DRIVE AND DEER VALLEY ROAD

City Clerk Simonsen announced the City had received letters from Duane Martin Jr. Livestock and Louisa Zee Kao regarding the Zeka property. He noted copies were made available to Council, staff and to the public.

Director of Public Works/City Engineer Bernal presented the staff report March 8, 2016 recommending that the City Council conduct a public hearing and approve the resolution extending the temporary closure of Empire Mine Road between Mesa Ridge Drive and Deer Valley Road for an additional period of eighteen (18) months as a continued measure to reduce criminal activity in the area. He noted the letters received regarding this item were requests for additional enforcement in the area.

Following discussion, Director of Public Works/City Engineer Bernal stated he would look at more secure fencing to help prevent dumping and trespassing in the area.

Chief Cantando reported the Antioch Police Department responded to calls for service and patrolled this area. He stated Jack Roddy had indicated he was pleased with enforcement efforts occurring in the area and noted at times the property owner was responsible for opening the gates.

Councilmember Tiscareno stated he supported more secure fencing.

Mayor Harper opened and closed the public hearing, with no speakers requesting to speak.

RESOLUTION NO. 2016/24

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously approved the resolution extending the temporary closure of Empire Mine Road between Mesa Ridge Drive and Deer Valley Road for an additional period of eighteen (18) months as a continued measure to reduce criminal activity in the area.

4. RESOLUTION EXTENDING THE TEMPORARY CLOSURE OF MCELHENY ROAD BETWEEN EAST 6TH STREET AND FULTON SHIPYARD ROAD

Director of Public Works/City Engineer Bernal presented the staff report March 8, 2016 recommending that the City Council conduct a public hearing and approve the resolution extending the temporary closure of McElheny Road between East 6th Street and Fulton Shipyard

Road for an additional period of eighteen (18) months as a measure to reduce criminal activity in the area.

Mayor Harper opened and closed the public hearing, with no speakers requesting to speak.

RESOLUTION NO. 2016/25

On motion by Councilmember Wilson, seconded by Councilmember Ogorchock, the City Council unanimously approved the resolution extending the temporary closure of McElheny Road between East 6th Street and Fulton Shipyard Road for an additional period of eighteen (18) months as a measure to reduce criminal activity in the area.

COUNCIL REGULAR AGENDA

6. SENATE BILL 876 (LIU) ENFORCEMENT OF LOCAL ORDINANCES, INCLUDING ISSUES RELATED TO HOMELESSNESS

City Manager Duran presented the staff report dated March 8, 2016 recommending the City Council authorize the Mayor to sign a letter opposing Senate Bill 876, which would preempt local authority to address important issues affecting public health and safety, including issues related to homelessness.

Interim City Attorney Galstan recommended the City Council authorize the Mayor to sign the letter opposing Senate Bill 876.

On motion by Councilmember Rocha, seconded by Councilmember Ogorchock, the City Council unanimously authorized the Mayor to sign a letter opposing Senate Bill 876, which would preempt local authority to address important issues affecting public health and safety, including issues related to homelessness.

PUBLIC COMMENTS - None

STAFF COMMUNICATIONS

City Manager Duran reported on his attendance at the State Route 160 ramp and Fellowship Church ribbon-cuttings, Mayor's Conference and a meeting at the Friday Morning Breakfast Club. He announced he would be attending the Chamber of Commerce Gala on March 11, 2016.

COUNCIL COMMUNICATIONS

Councilmember Rocha congratulated Councilmember Wilson on receiving the East Bay Leadership Award and California Women's Caucus Rising Star. She requested staff provide an update on homeless issues at the shopping center located at Buchanan Road and San Jose Drive.

Councilmember Tiscareno reported on his attendance at the State Route 160 ramp ribbon-cutting. He sympathized with residents regarding blight in the Somersville corridor and noted the City had been attempting to address the situation. He encouraged residents to continue to report their concerns to the City and property owner.

Councilmember Ogorchock reported on her attendance at the 100 years for Troop #151 event. She requested an update regarding the development of a disc golf course at Prewett Park.

Councilmember Wilson reported on her attendance at the Antioch Police Department promotional ceremony, State Route 160 ramp and Fellowship Church ribbon-cuttings, Read Across America, East Bay Earn and Learn Breakfast, and Neighborhood Cleanup event.

Mayor Harper reported he had attended several events that were mentioned and he had the honor of swearing-in the new Antioch Police Department officers and participating in the Promotional Ceremony. In addition, he noted he had attended the Black History event honoring Thomas Gaines.

ADJOURNMENT

With no further business, Mayor Harper adjourned the meeting at 8:04 P.M. to the next regular Council meeting on March 22, 2016.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

**CITY COUNCIL MEETING
INCLUDING THE ANTIOCH CITY COUNCIL
ACTING AS SUCCESSOR AGENCY/HOUSING SUCCESSOR
TO THE ANTIOCH DEVELOPMENT AGENCY**

**Regular Meeting
7:00 P.M.**

**March 22, 2016
Council Chambers**

Mayor Harper called the meeting to order at 7:03 P.M., and City Clerk Simonsen called the roll.

Present: Council Members Wilson, Ogorchock, Tiscareno, Rocha and Mayor Harper

PLEDGE OF ALLEGIANCE

Commander Henri Veilleux, Antioch VFW, led the Council and audience in the Pledge of Allegiance.

PROCLAMATIONS

Vietnam Veterans Recognition Day, March 29th
Keep Antioch Beautiful Day, April 23, 2016

On motion by Councilmember Tiscareno, seconded by Councilmember Rocha, the Council unanimously approved the Proclamations.

Mayor Harper presented the *Vietnam Veterans Recognition Day* proclamation to Commander Denny Hollison who thanked the City for the recognition.

Councilmember Rocha presented the *Keep Antioch Beautiful Day* proclamation to members of the Keep Antioch Beautiful Day committee who thanked the City for the recognition and announced the event would take place from 8:30 A.M. – 11:00 A.M. on April 23, 2016. Signup information was provided.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Director of Park and Recreation Kaiser announced Leo Fontana was recognized on February 25, 2016 by the California Parks and Recreation Society District 3 for his contributions and volunteerism. Representing the Park and Recreation Commission, Chairperson McClelland and Commissioner Cook, escorted Mr. Fontana to the podium where he was presented with a certificate of recognition.

Mr. Fontana thanked the City for the kind words and spoke in support of the park and recreational opportunities available in Antioch. He thanked everyone who served as volunteers in the community.

Mayor Harper thanked Mr. Fontana for his volunteerism.

Julie Haas Wadjowicz invited the community to the Spare the Air: A Community Action Workshop at 6:00 P.M. on March 30, 2016 at Prewett Water Park. She announced Bike to Work Day and the East Bay Resilient Communities Challenge would be held in May. Additionally, she noted the Month of Community Service event would be held in conjunction with Keep Antioch Beautiful Day. On behalf of the Undead Bettys Roller Derby, she announced a Double Header Undead Bettys vs. Ventura County Derby Darlins and The Skaters Grim vs. Bridgetown Brawlers would be held April 2, 2016 at Antioch Indoor Sports Center. Contact information was provided.

Councilmember Rocha announced a César Chávez March would take place on March 26, 2016 at Los Medanos College and an event would be held on April 1, 2016 to present the César Chávez awards. She also mentioned Antioch High School would conduct history classes dedicated to César Chávez and students would be offered a chance to view a display by Carmen Ochoa.

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Simonsen announced the following Board and Commission openings:

- Sales Tax Citizens' Oversight Committee: Three (3) vacancies; deadline date is April 15, 2016
- Board of Administrative Appeals: One Alternate (1) vacancy; deadline date is March 25, 2016
- Economic Development Commission: One (1) vacancy; deadline date is March 25, 2016
- Planning Commission: One (1) vacancy; deadline date is April 15, 2016

He reported applications would be available in Council Chambers, online at the City's website and at the City Clerk's and Deputy City Clerks offices.

PUBLIC COMMENTS - None

COUNCIL SUBCOMMITTEE REPORTS

Councilmember Tiscareno reported on his attendance at the Contra Costa Transportation Authority and TRANSPLAN meetings on March 9 and 10, 2016. He announced the recent passing of Frank Favalora and Randy Smitty Smith and offered his condolences to their families.

MAYOR'S COMMENTS - None

PRESENTATIONS

The Role of the Civil Grand Jury, presented by Ed Quinnan

Ed Quinnan gave an overhead presentation explaining the role of the Civil Grand Jury and provided contact information for anyone wishing to apply.

Sales Tax Citizens' Oversight Committee Annual Report to Council, presented by Committee Member Sal Sbranti

Sal Sbranti, Sales Tax Citizens' Oversight Committee Member, gave a presentation of the Fiscal Year June 30, 2015 Annual Report to Council.

David Redford, Antioch resident, expressed concern regarding how Sales Tax Citizens' Oversight Committee meetings were being noticed and the lack of detailed information provided specifying costs associated with Measure "C". He requested the City identify those costs and provide more transparency.

In response to Council, Finance Director Merchant explained the City's cost allocation plan and noted the Sales Tax Citizens' Oversight Committee was provided copies of all remittances of receipt of the money as well as a line item detail of all expenditures within the Antioch Police Department. She noted issues raised in the report had been discussed with Committee members; however, she felt they did not agree with the City's process.

Mayor Harper suggested staff provide a summary response to issues raised in the report.

City Manager Duran explained the report to Council was due by April 1st and if a response to the report from staff was preferred it would need to be given to staff beforehand. He stated he would provide Council with a report by the second meeting in April.

Mayor Harper thanked the Sales Tax Citizens' Oversight Committee for their hard work and service.

- 2. COUNCIL CONSENT CALENDAR for City /City as Successor Agency/Housing Successor to the Antioch Development Agency**
- A. APPROVAL OF COUNCIL MINUTES FOR MARCH 8, 2016**
- B. APPROVAL OF COUNCIL WARRANTS**
- C. REJECTION OF CLAIMS: KEENAN POWELL, LETICIA SAXTON, RANDY MCCON AND ELAINA MOSES**
 - 1) Keenan Powell – Claim was received on October 13, 2015.**
 - 2) Leticia Saxton – Claim was received on October 13, 2015.**
 - 3) Randy McCon – Claim was received on October 13, 2015.**
 - 4) Elaina Moses – Claim was received on February 4, 2016.**
- D. APPROVAL OF TREASURER'S REPORT FOR FEBRUARY 2016**

- E. **RESOLUTION NO. 2016/26 TO AUTHORIZE SUBMITTAL OF APPLICATION FOR THE PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS**
- F. **CITY CLERKS ASSOCIATION OF CALIFORNIA ANNUAL CONFERENCE**
- G. **RESOLUTION NO. 2016/27 AMENDMENT TO RESOLUTION NO. 2016/19 AMENDING THE DEADLINE TO CONFORM WITH THE CONTRA COSTA COUNTY ELECTIONS DIVISION FOR FILING PRIMARY BALLOT ARGUMENTS TO MARCH 23, 2016 FOR THE CARD ROOM INITIATIVE**
- H. **RESOLUTION NO. 2016/28 AMENDMENT TO RESOLUTION NO. 2016/20 AMENDING THE DEADLINE TO CONFORM WITH THE CONTRA COSTA COUNTY ELECTIONS DIVISION FOR FILING PRIMARY BALLOT ARGUMENTS TO MARCH 23, 2016 FOR THE BALLOT MEASURE TO MAKE THE OFFICE OF CITY TREASURER APPOINTED**
- I. **RESOLUTION NO. 2016/29 STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT ENGINEER'S REPORT FOR FY 2016/2017**
- J. **RESOLUTION NO. 2016/30 AUTHORIZING THE PURCHASE OF REAL PROPERTY AND TEMPORARY EASEMENTS FOR APN 067-010-003 IN CONNECTION WITH THE WEST ANTIOCH CREEK CHANNEL IMPROVEMENTS PROJECT (P.W. 201-6)**

City of Antioch Acting as Successor Agency/Housing Successor to the Antioch Development Agency

- K. **APPROVAL OF SUCCESSOR AGENCY WARRANTS**
- L. **APPROVAL OF HOUSING SUCCESSOR WARRANTS**

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha, the City Council unanimously approved the Council Consent Calendar.

COUNCIL REGULAR AGENDA

- 3. **PARKS AND RECREATION COMMISSION APPOINTMENTS FOR THREE (3) FULL-TERM VACANCIES EXPIRING MARCH 2020**

Mayor Harper nominated Nora Foster, Sandra Kelly, and Rodney McClelland to three (3) full-term vacancies expiring March 2020.

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock, the City Council appointed Nora Foster, Sandra Kelly, and Rodney McClelland to three (3) full-terms expiring March 2020 on the Parks and Recreation Commission.

The motion carried the following vote:

Ayes: Wilson, Tiscareno, Ogorchock, Harper

Abstain: Rocha

4. COMMUNITY CAMERA SYSTEM/LICENSE PLATE READERS

Chief Cantando presented the staff report dated March 22, 2016 recommending the City Council consider adding additional community cameras to the existing community camera system at the intersections of L Street and Sycamore Drive as well as Sycamore Drive and Auto Center Drive.

Mayor Harper suggested in the future, the City consider portable cameras to provide temporary coverage in problem areas.

Councilmember Wilson stated she would support Pan/Tilt/Zoom (PTZ) cameras and the License Plate Readers (LPR) cameras for patrol vehicles.

Councilmember Ogorchock suggested reaching out to the City of Pittsburg to determine if there was interest in sharing costs at the City border and voiced her support for the program.

In response to Councilmember Ogorchock, Chief Cantando stated that he would like to move forward with the PTZ and LPR at the L Street / Sycamore Drive and Auto Center Drive / Sycamore Drive locations. He noted these locations could be monitored for 6 months and then he would report back to Council regarding consideration of additional locations. He suggested license plate readers for the vehicles be discussed during budget considerations.

Mayor Harper voiced his support for the Community Camera System and License Plate Readers.

Todd Greisen, Community Manager for Contra Loma Estates, stated their HOA invested in 10 PTZ cameras on their property which had been instrumental in solving some crimes. He provided Council with photos from video captured in March 22, 2016. He spoke in support of PTZ cameras at L Street and Sycamore Dr. and urged Council to support staff's recommendation.

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock, the City Council unanimously approved adding additional community cameras to the existing community camera system at the intersections of L Street and Sycamore Drive as well as Sycamore Drive and Auto Center Drive.

5. CONSIDERATION OF BIDS FOR THE PREWETT WATER PARK SPRAY GROUND (PW 567-C4)

Director of Public Works/City Engineer Bernal presented the staff report dated March 22, 2016 recommending the City Council award the Prewett Water Park Spray Ground contract and authorize the City Manager to execute an agreement with the lowest, responsive bidder, Sierra Valley Construction in the amount of \$949,672.

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha, the City Council unanimously awarded the Prewett Water Park Spray Ground contract and authorized the City Manager to execute an agreement with the lowest, responsive bidder, Sierra Valley Construction in the amount of \$949,672.

Councilmember Tiscareno thanked staff for putting this project together.

6. CONSIDERATION OF BIDS FOR THE PREWETT WATER PARK PLAYGROUND (PW 567-C4)

Director of Public Works/City Engineer Bernal presented the staff report dated March 22, 2016 recommending the City Council award the Prewett Water Park Playground contract and authorize the City Manager to execute an agreement with the lowest, responsive bidder, Sierra Valley Construction in the amount of \$417,998.94.

On motion by Councilmember Rocha, seconded by Councilmember Ogorchock, the City Council unanimously awarded the Prewett Water Park Playground contract and authorized the City Manager to execute an agreement with the lowest, responsive bidder, Sierra Valley Construction in the amount of \$417,998.94.

7. FIRST AMENDMENT TO THE CONSULTANT SERVICE AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR INITIAL PLANNING AND FUNDING ASSISTANCE FOR THE BRACKISH WATER DESALINATION PROJECT (PW 694)

Director of Public Works/City Engineer Bernal presented the staff report dated March 22, 2016 recommending the City Council adopt a resolution amending the fiscal year 2015/2016 Capital Improvements budget to increase Water Enterprise funding for the Brackish Water Desalination Project by \$150,000 and authorize the City Manager to execute the First Amendment to the Consultant Service Agreement with Carollo Engineers, Inc. for Phase II of Initial Planning and Funding Assistance for this project in the amount of \$201,516 for a total contract amount of \$301,516.

In response to Councilmember Ogorchock, Director of Public Works/City Engineer Bernal discussed grant opportunities.

RESOLUTION NO. 2016/31

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha, the City Council unanimously adopted a resolution amending the fiscal year 2015/2016 Capital Improvements budget to increase Water Enterprise funding for the Brackish Water Desalination Project by \$150,000 and authorized the City Manager to execute the First Amendment to the Consultant Service Agreement with Carollo Engineers, Inc. for Phase II of Initial Planning and Funding Assistance for this project in the amount of \$201,516 for a total contract amount of \$301,516.

8. RESOLUTION APPROVING ONE (1) ASSISTANT CITY MANAGER POSITION AND AUTHORIZING THE APPROPRIATE BUDGET ADJUSTMENT

City Manager Duran presented the staff report dated March 22, 2016 recommending the City Council adopt a resolution approving one (1) Assistant City Manager position and authorize the appropriate budget adjustment.

In response to Council, City Manager Duran stated they could minimize the net cost of the position by adjusting duties within a department and adding 5% differential pay for additional responsibilities taken on by other employees beyond their normal scope.

Councilmember Tiscareno spoke in support of adding the Assistant City Manager position.

Councilmember Wilson spoke in support of succession planning for the City.

Councilmember Ogorchock expressed concern for departments that remained understaffed. Additionally, she noted in two years the City would be deficit spending and Measure C would expire in 2020.

Mayor Harper stated he would support a position that would share a title with another department so the City could address items outlined within the Strategic Plan.

City Manager Duran explained the total cost for a combined Assistant City Manager/Department Head position would be approximately \$50,000 - \$60,000.

Mayor Harper discussed the importance of providing better service to the community.

City Manager Duran stated with the departure of the Deputy Director of Community Development, there was an opportunity to staff differently within the Planning Department.

RESOLUTION NO. 2016/32

On motion by Councilmember Rocha, seconded by Councilmember Tiscareno, the City Council adopted a resolution approving one (1) Assistant City Manager and authorized the appropriate budget adjustment. The resolution was amended to read that the Assistant City Manager would also have Department Head responsibilities and the budget amendment would be for no more than \$60,000 in the fiscal year.

The motion carried the following vote:

Ayes: Wilson, Tiscareno, Rocha, Harper

Noes: Ogorchock

9. RESOLUTION APPROVING A NEW CLASS SPECIFICATION FOR DIRECTOR OF PUBLIC WORKS, ASSIGNING A SALARY RANGE, ASSIGNING THE CLASSIFICATION TO THE MANAGEMENT-EXECUTIVE UNIT

City Manager Duran presented the staff report dated March 22, 2016 recommending the City Council adopt a resolution: 1) Approving the Class Specification of Director of Public Works; and 2) Assigning the Director of Public Works classification to a salary range and to the Management-Executive Unit.

In response to Councilmember Ogorchock, City Manager Duran explained if the current Director of Public Works/City Engineer vacated the position, the City would go out for either position depending on the qualifications of those applying and the potential to promote from within. He stated at this time there is no estimate for the cost of those positions. He noted the job description would be available if the City needed to recruit in the future.

RESOLUTION NO. 2016/33

On motion by Councilmember Rocha, seconded by Councilmember Tiscareno, the City Council adopted a resolution: 1) Approving the Class Specification of Director of Public Works; and 2) Assigning the Director of Public Works classification to a salary range and to the Management-Executive Unit.

The motion carried the following vote:

Ayes: Wilson, Tiscareno, Rocha, Harper

Noes: Ogorchock

10. AUTHORIZATION TO AMEND CONSULTANT CONTRACT WITH PLANNING FIRM RANEY PLANNING AND MANAGEMENT TO INCREASE THE CONTRACT VALUE TO A TOTAL NOT TO EXCEED THREE HUNDRED THOUSAND DOLLARS (\$300,000)

Community Development Director Ebbs presented the staff report dated March 22, 2016 recommending the City Council authorize the City Manager to amend the contract for Raney Planning and Management to increase the contract value by \$100,000, bringing the total to \$300,000.

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock, the City Council unanimously authorized the City Manager to amend the contract for Raney Planning and Management to increase the contract value by \$100,000, bringing the total to \$300,000.

11. ASSEMBLY BILL (AB) 1707 (LINDER) PUBLIC RECORDS ACT – RESPONSE TO REQUEST

City Manager Duran presented the staff report dated March 22, 2016 recommending the City Council authorize the Mayor to sign a letter opposing Assembly Bill (AB) 1707, which would pose significant operational challenges, increased costs, and the potential for increased litigation on cities.

In response to Councilmember Tiscareno, City Clerk Simonsen reported the Administrative Services Policy Committee and the City Clerk's Association were opposed to Assembly Bill (AB) 1707. He stated he supported City Council taking a position to send a letter in opposition. He noted in the future, he would provide information on individuals and organizations that supported or opposed a bill as well as the League of California Cities policies with regards to committees.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously authorized the Mayor to sign a letter opposing Assembly Bill (AB) 1707, which would pose significant operational challenges, increased costs, and the potential for increased litigation on cities.

PUBLIC COMMENTS - None

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS

Councilmember Ogorchock reported on her attendance at the Town Hall Meeting with Congressman McNerney and Congressman DeSaulnier, Chamber of Commerce Gala, swearing-in of two Antioch Police Officers and graduation at the Leshner Center. She requested the following future agenda items:

- Consideration of License Plate Readers for patrol vehicles (as a budget item)
- Veteran's preference and local hiring policies for the City
- Update on hiring the Public Works employees for the water and sewer divisions, Community Service Officers, Code Enforcement Officers and Code Enforcement Assistant Tech position

Councilmember Wilson reported she had attended many of the events Councilmember Ogorchock had attended and she also attended Delta Baseball League Opening Day, Pete's Brewhouse ribbon-cutting / VIP event, Urban Jumble ribbon-cutting, and the East Bay League Breakfast highlighting the Health Wealth Initiative.

ADJOURNMENT

With no further business, Councilmember Tiscareno adjourned the meeting in memory of Frank Favalora and Randy Smith at 9:41 P.M. to the next regular Council meeting on April 12, 2016.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

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100 General Fund

Non Departmental

361564 CALIFORNIA TOWING	CHECK REPLACEMENT	14.00
361642 SERVICE CHAMPIONS	SMIP FEE REFUND	1.65
361778 CONTRA COSTA WATER DISTRICT	FACILITY RESERVE FEE	19,744.00
361779 CONTRA COSTA WATER DISTRICT	TREATED WATER CAPACITY FEE	4,485.52
361794 ECC REG FEE AND FIN AUTH	ECCRFFA-RTDIM	56,676.00
361850 RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	1,528.24

City Attorney

361716 PECKHAM AND MCKENNEY	PROFESSIONAL SERVICES	558.12
361769 BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES	488.00
926415 SHRED IT INC	SHRED SERVICE	48.16

City Manager

361557 BANK OF AMERICA	MEETING EXPENSE	299.63
361558 BANK OF AMERICA	SUPPLIES	700.74
926394 KARSTE CONSULTING INC	PROFESSIONAL SERVICES	2,160.00

City Clerk

361763 BAY AREA NEWS GROUP	LEGAL AD	593.10
926399 UNLIMITED GRAPHIC & SIGN NETWORK	NAME PLATES	43.60

Human Resources

361560 BANK OF AMERICA	EMPLOYEE RECOGNITION	245.31
361601 HASKETT, DENISE M	EXPENSE REIMBURSEMENT	185.85
361603 HIMES, MORGAN MARIE	MILEAGE REIMBURSEMENT	56.05
361607 IEDA INC	PROFESSIONAL SERVICES	4,035.84
361609 JACKSON LEWIS LLP	PROFESSIONAL SERVICES	295.00
361627 OFFICE MAX INC	OFFICE SUPPLIES	115.28
361676 EIDEN, KITTY J	PROFESSIONAL SERVICES	738.00
361796 FEDEX	SHIPPING	21.43
361839 OFFICE MAX INC	OFFICE SUPPLIES	144.48
926415 SHRED IT INC	SHRED SERVICE	48.17

Economic Development

361632 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	255.46
361647 ZEPEDA, MARIA LIZEHT	EXPENSE REIMBURSEMENT	198.25

Finance Administration

361627 OFFICE MAX INC	OFFICE SUPPLIES	154.88
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Finance Accounting

361554 AT AND T MCI	BITECH PHONE LINE	357.32
361627 OFFICE MAX INC	OFFICE SUPPLIES	9.73
926398 SUNGARD PUBLIC SECTOR INC	TRAINING EXPENSE	1,016.97
926415 SHRED IT INC	SHRED SERVICE	48.17
926549 SUNGARD PUBLIC SECTOR INC	ASP SERVICE	20,573.58

Finance Operations

361737 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	18.50
361857 SAUNDERS, LISA D	EXPENSE REIMBURSEMENT	55.40

Non Departmental

361583 DELTA DIABLO	GOLF COURSE WATER	2,967.85
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361621 MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY	242.76
361622 MUNISERVICES LLC	STARS	250.00
361718 PROGRESSIVE SOLUTIONS INC	WEB APPLICATION	1,500.00
361720 PERS	PAYROLL DEDUCTIONS	0.58
361762 BARICKMAN, FRED AND MAEVA	OVERPAYMENT REFUND	100.00
361764 BAY AREA SURGICAL SPECIALISTS INC	OVERPAYMENT REFUND	562.50
361787 DENG, YIRANG	OVERPAYMENT REFUND	200.00
361836 MUNICIPAL POOLING AUTHORITY	LIABILITY DEDUCTIBLE	34,453.60
926481 RETIREE	MEDICAL AFTER RETIREMENT	1,685.66
Public Works Street Maintenance		
361626 NEXTEL SPRINT	CELL PHONE	57.66
361669 CRESCO EQUIPMENT RENTALS	EQUIPMENT RENTALS	729.29
361678 ENTERRA ENVIRONMENTAL	TRAINING	95.00
361680 FASTENAL CO	SUPPLIES	100.16
361739 VERIZON WIRELESS	DATA PLAN	38.01
361781 COUNTY ASPHALT	ASPHALT	649.37
Public Works-Signal/Street Lights		
361554 AT AND T MCI	PHONE	607.84
361632 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,547.07
361714 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	296.55
361746 WESCO RECEIVABLES CORP	SUPPLIES	20,692.56
926392 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	5,618.97
926487 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	610.53
Public Works-Striping/Signing		
361615 LOWES COMPANIES INC	SUPPLIES	27.92
361626 NEXTEL SPRINT	CELL PHONE	57.66
361633 PARRA, JOSEPH	EXPENSE REIMBURSEMENT	73.00
361649 ACE HARDWARE, ANTIOCH	SUPPLIES	21.57
361669 CRESCO EQUIPMENT RENTALS	EQUIPMENT RENTALS	400.00
361678 ENTERRA ENVIRONMENTAL	TRAINING	95.00
361680 FASTENAL CO	SUPPLIES	4.98
361695 INTERSTATE SALES	CERAMIC MARKERS	6,195.12
361704 LOWES COMPANIES INC	SUPPLIES	375.02
361705 MANERI SIGN COMPANY	SIGNS	10,912.73
361725 RED WING SHOE STORE	SAFETY SHOES	222.41
361728 SHERWIN WILLIAMS CO	SUPPLIES	342.46
361739 VERIZON WIRELESS	DATA PLAN	38.01
361827 MANERI SIGN COMPANY	SIGNS	62.93
926391 GRAINGER INC	CONCRETE SAW	2,096.28
926409 GRAINGER INC	SUPPLIES	29.88
Public Works-Facilities Maintenance		
361547 AMERICAN PLUMBING INC	PLUMBING SERVICES	685.00
361554 AT AND T MCI	PHONE	54.27
361596 GENERAL PLUMBING SUPPLY CO	PLUMBING SUPPLIES	1,368.20
361604 HONEYWELL INTERNATIONAL INC	HVAC SERVICES	13,075.50
361615 LOWES COMPANIES INC	SUPPLIES	269.09

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 Finance Accounting

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361632	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	12,553.85
361646	TYLER SHAW DOORS	DOOR REPLACEMENT	1,161.44
361673	DREAM RIDE ELEVATOR	ELEVATOR SERVICE	240.00
361704	LOWES COMPANIES INC	SUPPLIES	47.40
361724	REAL PROTECTION INC	FIRE INSPECTION	360.23
361739	VERIZON WIRELESS	DATA PLAN	38.01
361746	WESCO RECEIVABLES CORP	SUPPLIES	210.68
361803	GALL, MATTHEW DAVID	EXPENSE REIMBURSEMENT	52.00
361805	GENERAL PLUMBING SUPPLY CO	SUPPLIES	108.91
926391	GRAINGER INC	SUPPLIES	1,735.19
926392	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	255.14
926395	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,041.85
926473	HAMMONS SUPPLY COMPANY	SUPPLIES	393.62
Public Works-Parks Maint			
361547	AMERICAN PLUMBING INC	PLUMBING SERVICES	155.00
361554	AT AND T MCI	PHONE	93.76
361615	LOWES COMPANIES INC	SUPPLIES	91.17
361631	PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	64,891.42
361632	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	771.88
361714	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	136.90
361730	STEWARTS TREE SERVICE INC	TREE SERVICE	1,800.00
361756	AMERICAN PLUMBING INC	PLUMBING SERVICE	413.66
361831	MIRACLE PLAY SYSTEMS INC	PLAYGROUND REPAIR	1,280.55
926417	SITEONE LANDSCAPE SUPPLY	SUPPLIES	184.40
926544	SITEONE LANDSCAPE SUPPLY	IRRIGATION CONTROLLER PARTS	395.21
Public Works-Median/General Land			
361554	AT AND T MCI	PHONE	196.75
361632	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,583.16
361649	ACE HARDWARE, ANTIOCH	SUPPLIES	7.29
361714	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	36.88
926417	SITEONE LANDSCAPE SUPPLY	IRRIGATION VALVES	1,091.21
Public Works-Work Alternative			
361626	NEXTEL SPRINT	CELL PHONE	50.94
Police Administration			
361552	ASR - BRICKER MINCOLA	UNIFORM	164.22
361558	BANK OF AMERICA	FINANCE FEE	1.00
361560	BANK OF AMERICA	ADVERTISEMENT	75.00
361576	CORTEZ, ANA E	MEETING EXPENSE	58.72
361582	CSI FORENSIC SUPPLY	SUPPLIES	300.80
361586	EAST HILLS VETERINARY HOSPITAL	LEGAL FEES	509.36
361588	ED JONES CO INC	BADGES	1,558.13
361594	GALLS INC	UNIFORM EQUIPMENT	1,419.92
361606	IBS OF TRI VALLEY	BATTERIES	60.22
361614	LEXIPOL LLC	POLICY SUBSCRIPTION	3,900.00
361624	NET TRANSCRIPTS	TRANSCRIPTION SERVICES	66.57
361627	OFFICE MAX INC	OFFICE SUPPLIES	1,841.06

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361640 SCHNEIDER, MICHAEL C	MILEAGE REIMBURSEMENT	21.60
361654 ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	2,642.25
361655 BANK OF AMERICA	SUPPLIES	3,789.74
361656 BANK OF AMERICA	BUSINESS EXPENSE	254.75
361657 BANK OF AMERICA	BUSINESS EXPENSE	1,657.76
361670 CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	415.00
361684 GALLS INC	TACTICAL VEST	174.41
361685 GRIGSBY, EMILY J	EXPENSE REIMBURSEMENT	113.87
361688 HEWLETT PACKARD COMPANY	COMPUTER EQUIPMENT	1,517.44
361700 LC ACTION POLICE SUPPLY	SUPPLIES	273.64
361711 NET TRANSCRIPTS	TRANSCRIPTION SERVICES	705.36
361712 OFFICE MAX INC	OFFICE SUPPLIES	5,844.22
361719 PSYCHOLOGICAL SERVICES GROUP	PROFESSIONAL SERVICES	400.00
361723 REACH PROJECT INC	PROGRAM SERVICES	17,083.00
361729 STATE OF CALIFORNIA	FINGERPRINTING	320.00
361734 TAYLOR-FLOURNOY, DARLENE	EXPENSE REIMBURSEMENT	92.63
361750 SPATIAL ANALYSIS ETC	TRAINING-V JOHNSON	200.00
361754 ALLENDORPH, MATTHEW JEFFREY	EXPENSE REIMBURSEMENT	43.50
361760 ARROWHEAD SCIENTIFIC INC	SUPPLIES	203.22
361761 ASR - BRICKER MINCOLA	UNIFORMS	617.48
361767 BITTNER, DESMOND D	MEAL ALLOWANCE	97.50
361846 PORAC LEGAL DEFENSE FUND	RESERVE DUES	30.00
361847 PORAC LEGAL DEFENSE FUND	RESERVE LDF DUES	40.50
361860 SIMPSON INVESTIGATIVE GROUP	PROFESSIONAL SERVICES	2,241.00
361871 ULINE	SUPPLIES	861.44
926386 CDW GOVERNMENT INC	COMPUTER EQUIPMENT	324.10
926393 IMAGE SALES INC	BADGES	54.12
926397 SHRED IT INC	SHRED SERVICES	281.16
926406 CRYSTAL CLEAR LOGOS INC	UNIFORM	90.26
926413 MOBILE MINI LLC	PORTABLE STORAGE CONTAINERS	463.21
926414 PROFORCE MARKETING INC	TASER EQUIPMENT	625.71
926415 SHRED IT INC	SHRED SERVICE	353.66
926484 HUDDLESTON, ROCK	SHADOW BOXES	627.48
926488 IMAGE SALES INC	ID CARDS	80.83
Police Community Policing		
361600 HARLEY DAVIDSON	MOTORCYCLE BUILD	1,531.65
361612 JOANNIDES, DANIELLE	MILEAGE REIMBURSEMENT	43.20
361640 SCHNEIDER, MICHAEL C	COURT APPEARANCE	202.39
361655 BANK OF AMERICA	TRAINING GUNS	715.13
361666 COMMERCIAL SUPPORT SERVICES	CAR WASHES	666.50
361670 CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	70.00
361688 HEWLETT PACKARD COMPANY	COMPUTER EQUIPMENT	1,242.48
361691 HUNT AND SONS INC	FUEL	101.24
361697 JOHNSEN, ERIC Y	EXPENSE REIMBURSEMENT	25.80
361706 MEALS, CLINTON B	MILEAGE REIMBURSEMENT	85.96
361721 PURSUIT NORTH	LIGHTS	3,233.93

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361861 SMITH, KYLE T	EXPENSE REIMBURSEMENT	43.20
926386 CDW GOVERNMENT INC	COMPUTER EQUIPMENT	324.10
Police Investigations		
361562 BROGDON, CASEY AMON	MEAL ALLOWANCE	30.00
361565 CHANG, THEODORE	MEAL ALLOWANCE	30.00
361571 CONTRA COSTA COUNTY	LAB TESTING	16,105.00
361663 BROGDON, CASEY AMON	EXPENSE REIMBURSEMENT	44.78
361679 EVANS, JOSHUA FIELD	EXPENSE REIMBURSEMENT	29.10
361720 PERS	PAYROLL DEDUCTIONS	28.03
361733 T MOBILE USA INC	PEN SETUP/MAINTENANCE	660.00
361736 TOYOTA FINANCIAL SERVICES	VEHICLES LEASE	1,620.45
Police Special Operations Unit		
361688 HEWLETT PACKARD COMPANY	COMPUTER EQUIPMENT	1,242.48
Police Communications		
361554 AT AND T MCI	PHONE	910.05
361637 RESPONSIVE COMMUNICATION SERVICES	ANTENNA REPAIR	172.25
361651 AMERICAN TOWER CORPORATION	CELL TOWER RENTAL	128.78
361707 MOTOROLA SOLUTIONS INC	DISPATCH CONSOLES	127,529.37
361715 PACIFIC TELEMAGEMENT SERVICES	LOBBY PAY PHONE	78.00
361726 RESPONSIVE COMMUNICATION SERVICES	ANTENNA INSTALLATION	172.25
361776 CONTRA COSTA COUNTY	RADIO SERVICES	7,143.26
361806 GLOBALSTAR	SATELITE PHONE	89.74
926487 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	4,146.07
Office Of Emergency Management		
361554 AT AND T MCI	PHONE	362.76
Police Community Volunteers		
361655 BANK OF AMERICA	VIPS BRUNCH	1,393.35
Police Facilities Maintenance		
361543 ACME SECURITY SYSTEMS	KEYCARD REPAIR	691.25
361554 AT AND T MCI	PHONE	312.60
361559 BANK OF AMERICA	PARTITIONS	85.71
361604 HONEYWELL INTERNATIONAL INC	HVAC SERVICES	7,233.00
361610 JASONS FACTORY DIRECT BLINDS	BLIND REPLACEMENT	1,489.21
361616 M AND L OVERHEAD DOORS	GATE SERVICE	513.54
361632 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	13,186.79
361655 BANK OF AMERICA	HISTORY PROJECT	354.02
361704 LOWES COMPANIES INC	SUPPLIES	153.76
361724 REAL PROTECTION INC	FIRE INSPECTION	311.38
926395 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,597.30
926409 GRAINGER INC	SUPPLIES	443.15
Community Development Land Planning Services		
361561 BANK OF AMERICA	CEQA COMPLIANCE-SCUDERO	500.00
361641 SCUDERO, KEVIN S	EXPENSE REIMBURSEMENT	80.26
361850 RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	4,519.02
CD Code Enforcement		
361560 BANK OF AMERICA	ADVERTISEMENT	75.00

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361561 BANK OF AMERICA	TRAINING-LOPEZ	1,464.61
361584 DIABLO LIVE SCAN	FINGERPRINTING	20.00
361626 NEXTEL SPRINT	CELL PHONE	129.19
361645 STATE OF CALIFORNIA	FINGERPRINTING	49.00
361755 ALLIED WASTE SERVICES	GARBAGE ABATEMENT	3,476.34
361838 OCCUPATIONAL HEALTH CENTERS	PREEMPLOYMENT MEDICAL	346.50
<i>PW Engineer Land Development</i>		
361554 AT AND T MCI	PHONE	35.55
361626 NEXTEL SPRINT	CELL PHONE	170.93
361740 VERIZON WIRELESS	DATA PLAN	76.02
361839 OFFICE MAX INC	OFFICE SUPPLIES	24.74
<i>Community Development Building Inspection</i>		
361626 NEXTEL SPRINT	CELL PHONE	64.09
361642 SERVICE CHAMPIONS	TECH FEE REFUND	105.98
361712 OFFICE MAX INC	OFFICE SUPPLIES	205.20
361791 EAGLE BUSINESS FORMS INC	BUILDING PERMIT FORMS	359.08
<i>Capital Imp. Administration</i>		
361740 VERIZON WIRELESS	DATA PLAN	38.01
361839 OFFICE MAX INC	OFFICE SUPPLIES	50.65
<i>Community Development Engineering Services</i>		
361626 NEXTEL SPRINT	CELL PHONE	58.65
361627 OFFICE MAX INC	OFFICE SUPPLIES	44.08
212 CDBG Fund		
<i>CDBG</i>		
361629 OPEN OPPORTUNITIES INC	CDBG SERVICES	6,686.00
926411 HOUSE, TERI	CONSULTING SERVICES	10,497.50
213 Gas Tax Fund		
<i>Streets</i>		
361632 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	28,065.36
361714 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	149.39
361864 STATE CONTROLLERS OFFICE	ANNUAL STREET REPORT	1,672.74
214 Animal Control Fund		
<i>Non Departmental</i>		
361800 FIX OUR FERALS	VETERINARY SERVICES	1,075.00
<i>Animal Control</i>		
361632 PACIFIC GAS AND ELECTRIC CO	GAS	694.05
361674 EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	1,043.59
361675 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	470.62
361690 HILLS PET NUTRITION	ANIMAL FOOD	1,450.81
361696 INTERVET INC	MICROCHIPS	2,497.50
361709 MWI VETERINARY SUPPLY CO	VETERINARY PHARMACEUTICALS	802.07
361793 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	644.62
926395 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	457.80
926410 HAMMONS SUPPLY COMPANY	SUPPLIES	378.15

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215 Civic Arts Fund

Civic Arts

361724 REAL PROTECTION INC	FIRE INSPECTION	67.60
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219 Recreation Fund

Non Departmental

361605 HUB INTERNATIONAL OF CA INSURANCE	FACILITY INSURANCE	251.96
361625 NEW WAY SERVICES	DEPOSIT REFUND	500.00
361758 ANTIOCH SENIOR CENTER	FUNDS REFUND	350.00
361802 FREITAS, DONALD	DEPOSIT REFUND	1,000.00
361814 IBN SINA COMMUNITY CENTER	DEPOSIT REFUND	500.00
361862 SOSA, DORI	DEPOSIT REFUND	1,000.00

Recreation Admin

361604 HONEYWELL INTERNATIONAL INC	HVAC SERVICES	5,406.25
361615 LOWES COMPANIES INC	HAND TRUCK	62.12
361632 PACIFIC GAS AND ELECTRIC CO	GAS	1,769.85
361646 TYLER SHAW DOORS	DOOR REPAIR	937.19
361704 LOWES COMPANIES INC	SUPPLIES	8.27
361724 REAL PROTECTION INC	FIRE INSPECTION	94.64
926405 CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	1,568.24
926449 CONSOLIDATED ELECTRICAL DIST INC	LAMPS	98.10

Senior Programs

361554 AT AND T MCI	PHONE	101.48
361632 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,179.90
926395 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	352.80

Recreation Sports Programs

361554 AT AND T MCI	PHONE	18.72
361558 BANK OF AMERICA	EQUIPMENT	153.57
361577 COSTCO	SUPPLIES	555.24
361611 JENNIFER HINES DESIGN	DESIGN SERVICES	1,295.58
361632 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,257.07
361692 ICEE COMPANY, THE	SUPPLIES	741.92

Recreation-New Comm Cntr

361554 AT AND T MCI	PHONE	21.07
361556 BAGNESCHI, ALBERTA	CONTRACTOR PAYMENT	297.60
361558 BANK OF AMERICA	WIRELESS HEADSET	645.22
361577 COSTCO	SUPPLIES	54.81
361595 GARDA CL WEST INC	ARMORED CAR PICK UP	141.20
361602 HIDALGO, ANIBAL AVISSAI	MILEAGE REIMBURSEMENT	31.64
361604 HONEYWELL INTERNATIONAL INC	HVAC SERVICES	9,930.25
361611 JENNIFER HINES DESIGN	DESIGN SERVICES	1,295.58
361631 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	3,673.25
361658 BAY BUILDING MAINTENANCE INC	JANITORIAL SERVICES	995.00
361665 COLE SUPPLY CO INC	SUPPLIES	108.98
361689 HIDALGO, ANIBAL AVISSAI	MILEAGE REIMBURSEMENT	10.60
361704 LOWES COMPANIES INC	SUPPLIES	117.30
361714 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,711.94

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361720 PERS	PAYROLL DEDUCTIONS	35.96
361759 ARCIDIACONO, LISA	TRAVEL EXPENSE REIMBURSEMENT	216.63
361765 BAY CITIES PYROTECTOR	SPRINKLER INSPECTION	370.00
361833 MUIR, ROXANNE	CONTRACTOR PAYMENT	378.00
361837 OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	230.00
926473 HAMMONS SUPPLY COMPANY	SUPPLIES	522.07
221 Asset Forfeiture Fund		
Non Departmental		
361672 CURRIE, DANVELO	ASSET FORFEITURE	401.75
361866 SUTTER DELTA MEDICAL CENTER	ASSET FORFEITURE	29,692.60
226 Solid Waste Reduction Fund		
Solid Waste Used Oil		
361667 CONTRA COSTA COUNTY	OIL/FILTER RECYCLING	3,000.00
Solid Waste		
361561 BANK OF AMERICA	COMPUTER EQUIPMENT	19.99
361619 MOST DEPENDABLE FOUNTAINS	10135 SMSS BOTTLE FILLER	8,924.47
229 Pollution Elimination Fund		
Channel Maintenance Operation		
361555 ATLANTIS DIVING AND SALVAGE CO	INSPECTION SERVICES	2,500.00
361615 LOWES COMPANIES INC	FENCING	34.13
361626 NEXTEL SPRINT	CELL PHONE	50.94
361683 FLYNN AND ENSLOW INC	TRASH RACKS	2,114.60
238 PEG Franchise Fee Fund		
Non Departmental		
361722 QUALITY SOUND	SYSTEM REPAIR	508.36
251 Lone Tree SLLMD Fund		
Lonetree Maintenance Zone 1		
361554 AT AND T MCI	PHONE	74.88
361632 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	664.28
361735 TERRACARE ASSOCIATES	TURF MOWING	136.60
361867 TERRACARE ASSOCIATES	TURF MOWING	136.60
Lonetree Maintenance Zone 2		
361554 AT AND T MCI	PHONE	124.47
361632 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	644.93
361867 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,400.00
Lonetree Maintenance Zone 3		
361554 AT AND T MCI	PHONE	55.04
361867 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,400.00
Lonetree Maintenance Zone 4		
361735 TERRACARE ASSOCIATES	TURF MOWING	218.56
361867 TERRACARE ASSOCIATES	TURF MOWING	218.56
252 Downtown SLLMD Fund		
Downtown Maintenance		
361632 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	256.01
361730 STEWARTS TREE SERVICE INC	TREE SERVICE	1,200.00
361735 TERRACARE ASSOCIATES	TURF MOWING	136.60

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361867 TERRACARE ASSOCIATES	TURF MOWING	136.60
926544 SITEONE LANDSCAPE SUPPLY	IRRIGATION CONTROLLER REPAIR	315.33
253 Almondridge SLLMD Fund		
Almondridge Maintenance		
361632 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	189.45
254 Hillcrest SLLMD Fund		
Hillcrest Maintenance Zone 1		
361554 AT AND T MCI	PHONE	37.44
361632 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	581.11
361735 TERRACARE ASSOCIATES	TURF MOWING	355.16
361867 TERRACARE ASSOCIATES	TURF MOWING	355.16
Hillcrest Maintenance Zone 2		
361554 AT AND T MCI	PHONE	128.80
361632 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	657.19
361735 TERRACARE ASSOCIATES	TURF MOWING	486.30
361867 TERRACARE ASSOCIATES	TURF MOWING	486.30
Hillcrest Maintenance Zone 4		
361554 AT AND T MCI	PHONE	108.75
361632 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	577.37
361730 STEWARTS TREE SERVICE INC	TREE SERVICE	2,500.00
361735 TERRACARE ASSOCIATES	TURF MOWING	273.20
361867 TERRACARE ASSOCIATES	TURF MOWING	273.20
926487 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	584.80
255 Park 1A Maintenance District Fund		
Park 1A Maintenance District		
361632 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	90.21
361735 TERRACARE ASSOCIATES	TURF MOWING	355.16
361867 TERRACARE ASSOCIATES	TURF MOWING	355.16
256 Citywide 2A Maintenance District Fund		
Citywide 2A Maintenance Zone 3		
361632 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	68.63
361735 TERRACARE ASSOCIATES	TURF MOWING	5.46
361867 TERRACARE ASSOCIATES	TURF MOWING	5.46
Citywide 2A Maintenance Zone 4		
361632 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	268.84
Citywide 2A Maintenance Zone 5		
361632 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	366.94
Citywide 2A Maintenance Zone 6		
361632 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	209.00
361735 TERRACARE ASSOCIATES	TURF MOWING	327.84
361867 TERRACARE ASSOCIATES	TURF MOWING	327.84
Citywide 2A Maintenance Zone 8		
361735 TERRACARE ASSOCIATES	TURF MOWING	27.32
361867 TERRACARE ASSOCIATES	TURF MOWING	27.32
Citywide 2A Maintenance Zone 9		
361554 AT AND T MCI	PHONE	74.88

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361632	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	428.86
361735	TERRACARE ASSOCIATES	TURF MOWING	81.96
361867	TERRACARE ASSOCIATES	TURF MOWING	81.96
Citywide 2A Maintenance Zone10			
361632	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	127.75
257 SLLMD Administration Fund			
SLLMD Administration			
361626	NEXTEL SPRINT	CELL PHONE	207.98
361725	RED WING SHOE STORE	SAFETY SHOES	222.41
361735	TERRACARE ASSOCIATES	TURF MOWING	327.84
361739	VERIZON WIRELESS	DATA PLAN	76.02
361867	TERRACARE ASSOCIATES	TURF MOWING	327.84
259 East Lone Tree SLLMD Fund			
Zone 1-District 10			
926392	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	6,099.98
312 Prewett Family Park Fund			
Parks & Open Space			
361763	BAY AREA NEWS GROUP	LEGAL AD	775.80
926394	KARSTE CONSULTING INC	PROFESSIONAL SERVICES	3,960.00
376 Lone Diamond Fund			
Assessment District			
361772	CENTRAL SELF STORAGE ANTIOCH	STORAGE FEE	189.00
569 Vehicle Replacement Fund			
Equipment Maintenance			
361721	PURSUIT NORTH	LIGHTS	4,034.66
570 Equipment Maintenance Fund			
Non Departmental			
361691	HUNT AND SONS INC	FUEL	15,824.70
Equipment Maintenance			
361545	ALL STAR FORD	BRAKE CALIPER	211.37
361551	ANTIOCH AUTO PARTS	SWITCH	9.80
361585	EAST BAY TIRE CO	TIRES	1,067.11
361598	GOLDEN GATE TRUCK CENTER	TRANSMISSION REPAIR	1,515.70
361600	HARLEY DAVIDSON	ENGINE REPAIR	1,073.90
361617	MAACO	VEHICLE REPAIR	2,277.80
361620	MUNICIPAL MAINT EQUIPMENT INC	HOSE CLAMPS	2,373.43
361628	ONE 800 RADIATOR	RADIATOR	114.45
361632	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	496.74
361635	PETERSON	REPAIR SERVICE	414.65
361652	ANTIOCH AUTO PARTS	TOOL	1,291.91
361659	BILL BRANDT FORD	BRAKE KIT	265.78
361669	CRESCO EQUIPMENT RENTALS	VALVE SPRING	52.58
361712	OFFICE MAX INC	OFFICE SUPPLIES	16.19
361717	PETERSON	ANTIFREEZE	467.06
361721	PURSUIT NORTH	MICROPHONE	75.60
361732	SUPERIOR AUTO PARTS	SUPPLIES	58.81

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361739	VERIZON WIRELESS	DATA PLAN	38.01
361742	WALNUT CREEK FORD	FAN MOTOR	1,425.19
361757	ANTIOCH AUTO PARTS	FILTERS	114.06
573 Information Services Fund			
Information Services			
361554	AT AND T MCI	PHONE	67.36
361741	VERIZON WIRELESS	AIR CARD	152.04
Network Support & PCs			
361554	AT AND T MCI	PHONE	97.91
361568	COMCAST	INTERNET SERVICE	182.93
926407	DIGITAL SERVICES	WEBSITE MAINTENANCE	3,380.00
Telephone System			
361554	AT AND T MCI	PHONE	1.12
GIS Support Services			
361559	BANK OF AMERICA	DATA PRODUCTION	167.09
361597	GIS PLANNING INC	WEBSITE HOSTING SERVICES	4,999.00
Office Equipment Replacement			
361636	QUICK PC SUPPORT	SOFTWARE SUPPORT	900.00
577 Post Retirement Medical-Police Fund			
Non Departmental			
361768	RETIREE	MEDICAL AFTER RETIREMENT	1,142.00
361771	RETIREE	MEDICAL AFTER RETIREMENT	746.47
361804	RETIREE	MEDICAL AFTER RETIREMENT	919.63
361812	RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
361822	RETIREE	MEDICAL AFTER RETIREMENT	46.55
361823	RETIREE	MEDICAL AFTER RETIREMENT	918.70
361828	RETIREE	MEDICAL AFTER RETIREMENT	129.00
361829	RETIREE	MEDICAL AFTER RETIREMENT	1,265.22
361856	RETIREE	MEDICAL AFTER RETIREMENT	248.24
361869	RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
361875	RETIREE	MEDICAL AFTER RETIREMENT	696.12
361876	RETIREE	MEDICAL AFTER RETIREMENT	469.46
926419	RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926424	RETIREE	MEDICAL AFTER RETIREMENT	918.70
926425	RETIREE	MEDICAL AFTER RETIREMENT	285.56
926427	RETIREE	MEDICAL AFTER RETIREMENT	1,265.22
926430	RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926431	RETIREE	MEDICAL AFTER RETIREMENT	1,265.22
926439	RETIREE	MEDICAL AFTER RETIREMENT	949.72
926440	RETIREE	MEDICAL AFTER RETIREMENT	1,017.00
926444	RETIREE	MEDICAL AFTER RETIREMENT	607.76
926447	RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926458	RETIREE	MEDICAL AFTER RETIREMENT	1,492.94
926462	RETIREE	MEDICAL AFTER RETIREMENT	1,466.14
926463	RETIREE	MEDICAL AFTER RETIREMENT	756.00
926464	RETIREE	MEDICAL AFTER RETIREMENT	165.54

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926477 RETIREE	MEDICAL AFTER RETIREMENT	172.23
926480 RETIREE	MEDICAL AFTER RETIREMENT	248.24
926483 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926484 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926485 RETIREE	MEDICAL AFTER RETIREMENT	263.80
926493 RETIREE	MEDICAL AFTER RETIREMENT	283.04
926508 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926510 RETIREE	MEDICAL AFTER RETIREMENT	621.47
926511 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926522 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926523 RETIREE	MEDICAL AFTER RETIREMENT	925.09
926524 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926525 RETIREE	MEDICAL AFTER RETIREMENT	994.71
926534 RETIREE	MEDICAL AFTER RETIREMENT	621.47
926546 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926552 RETIREE	MEDICAL AFTER RETIREMENT	469.46
926558 RETIREE	MEDICAL AFTER RETIREMENT	621.47
926568 RETIREE	MEDICAL AFTER RETIREMENT	621.47
926570 RETIREE	MEDICAL AFTER RETIREMENT	271.45
926571 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94

578 Post Retirement Medical-Misc Fund

Non Departmental

361749 RETIREE	MEDICAL AFTER RETIREMENT	3,515.28
361766 RETIREE	MEDICAL AFTER RETIREMENT	229.69
361773 RETIREE	MEDICAL AFTER RETIREMENT	264.34
361783 RETIREE	MEDICAL AFTER RETIREMENT	229.69
361788 RETIREE	MEDICAL AFTER RETIREMENT	111.69
361810 RETIREE	MEDICAL AFTER RETIREMENT	746.47
361820 RETIREE	MEDICAL AFTER RETIREMENT	229.69
361830 RETIREE	MEDICAL AFTER RETIREMENT	111.69
361849 RETIREE	MEDICAL AFTER RETIREMENT	111.69
361851 RETIREE	MEDICAL AFTER RETIREMENT	348.38
361855 RETIREE	MEDICAL AFTER RETIREMENT	111.69
361858 RETIREE	MEDICAL AFTER RETIREMENT	111.69
361874 RETIREE	MEDICAL AFTER RETIREMENT	111.69
361877 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926420 RETIREE	MEDICAL AFTER RETIREMENT	283.04
926421 RETIREE	MEDICAL AFTER RETIREMENT	195.98
926426 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926429 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926434 RETIREE	MEDICAL AFTER RETIREMENT	229.69
926437 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926446 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926448 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926452 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926454 RETIREE	MEDICAL AFTER RETIREMENT	229.69

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926457 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926460 RETIREE	MEDICAL AFTER RETIREMENT	172.23
926468 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926470 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926472 RETIREE	MEDICAL AFTER RETIREMENT	236.69
926479 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926482 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926489 RETIREE	MEDICAL AFTER RETIREMENT	229.69
926492 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926495 RETIREE	MEDICAL AFTER RETIREMENT	229.69
926497 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926500 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926503 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926504 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926507 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926517 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926518 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926519 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926527 RETIREE	MEDICAL AFTER RETIREMENT	229.69
926530 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926533 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926540 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926551 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926553 RETIREE	MEDICAL AFTER RETIREMENT	283.04
926556 RETIREE	MEDICAL AFTER RETIREMENT	66.92
926557 RETIREE	MEDICAL AFTER RETIREMENT	172.23
926559 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926561 RETIREE	MEDICAL AFTER RETIREMENT	709.38
926567 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926569 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926572 RETIREE	MEDICAL AFTER RETIREMENT	111.69

579 Post Retirement Medical-Mgmt Fund

Non Departmental

361638 RETIREE	MEDICAL AFTER RETIREMENT	435.51
361774 RETIREE	MEDICAL AFTER RETIREMENT	888.90
361780 RETIREE	MEDICAL AFTER RETIREMENT	169.69
361801 RETIREE	MEDICAL AFTER RETIREMENT	111.69
361807 RETIREE	MEDICAL AFTER RETIREMENT	229.69
361818 RETIREE	MEDICAL AFTER RETIREMENT	584.38
361824 RETIREE	MEDICAL AFTER RETIREMENT	348.38
361826 RETIREE	MEDICAL AFTER RETIREMENT	280.80
361832 RETIREE	MEDICAL AFTER RETIREMENT	749.38
361842 RETIREE	MEDICAL AFTER RETIREMENT	1,815.82
361845 RETIREE	MEDICAL AFTER RETIREMENT	111.69
361852 RETIREE	MEDICAL AFTER RETIREMENT	621.47
361868 RETIREE	MEDICAL AFTER RETIREMENT	229.69

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361872 RETIREE	MEDICAL AFTER RETIREMENT	1,815.82
926390 RETIREE	MEDICAL AFTER RETIREMENT	335.07
926428 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926432 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926433 RETIREE	MEDICAL AFTER RETIREMENT	172.23
926435 RETIREE	MEDICAL AFTER RETIREMENT	169.70
926436 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926438 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926441 RETIREE	MEDICAL AFTER RETIREMENT	621.47
926442 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926445 RETIREE	MEDICAL AFTER RETIREMENT	709.38
926450 RETIREE	MEDICAL AFTER RETIREMENT	691.08
926451 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926453 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926455 RETIREE	MEDICAL AFTER RETIREMENT	464.38
926456 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926459 RETIREE	MEDICAL AFTER RETIREMENT	283.04
926465 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926466 RETIREE	MEDICAL AFTER RETIREMENT	888.90
926467 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926471 RETIREE	MEDICAL AFTER RETIREMENT	1,036.95
926474 RETIREE	MEDICAL AFTER RETIREMENT	577.29
926475 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926476 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926478 RETIREE	MEDICAL AFTER RETIREMENT	469.46
926486 RETIREE	MEDICAL AFTER RETIREMENT	346.28
926490 RETIREE	MEDICAL AFTER RETIREMENT	714.38
926491 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926494 RETIREE	MEDICAL AFTER RETIREMENT	243.76
926496 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926498 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926499 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926501 RETIREE	MEDICAL AFTER RETIREMENT	1,367.94
926502 RETIREE	MEDICAL AFTER RETIREMENT	229.69
926505 RETIREE	MEDICAL AFTER RETIREMENT	994.71
926506 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926509 RETIREE	MEDICAL AFTER RETIREMENT	500.31
926513 RETIREE	MEDICAL AFTER RETIREMENT	283.04
926514 RETIREE	MEDICAL AFTER RETIREMENT	169.69
926515 RETIREE	MEDICAL AFTER RETIREMENT	584.38
926516 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926520 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926521 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926526 RETIREE	MEDICAL AFTER RETIREMENT	111.69
926528 RETIREE	MEDICAL AFTER RETIREMENT	348.38
926529 RETIREE	MEDICAL AFTER RETIREMENT	348.38

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926531	RETIREE	MEDICAL AFTER RETIREMENT	229.69
926532	RETIREE	MEDICAL AFTER RETIREMENT	169.70
926535	RETIREE	MEDICAL AFTER RETIREMENT	888.90
926536	RETIREE	MEDICAL AFTER RETIREMENT	348.38
926538	RETIREE	MEDICAL AFTER RETIREMENT	348.38
926539	RETIREE	MEDICAL AFTER RETIREMENT	111.69
926541	RETIREE	MEDICAL AFTER RETIREMENT	283.04
926542	RETIREE	MEDICAL AFTER RETIREMENT	691.08
926543	RETIREE	MEDICAL AFTER RETIREMENT	111.69
926545	RETIREE	MEDICAL AFTER RETIREMENT	584.38
926547	RETIREE	MEDICAL AFTER RETIREMENT	749.38
926548	RETIREE	MEDICAL AFTER RETIREMENT	193.51
926550	RETIREE	MEDICAL AFTER RETIREMENT	111.69
926554	RETIREE	MEDICAL AFTER RETIREMENT	590.55
926560	RETIREE	MEDICAL AFTER RETIREMENT	348.38
926562	RETIREE	MEDICAL AFTER RETIREMENT	348.38
926563	RETIREE	MEDICAL AFTER RETIREMENT	1,682.29
926564	RETIREE	MEDICAL AFTER RETIREMENT	111.69
926565	RETIREE	MEDICAL AFTER RETIREMENT	1,664.00
926566	RETIREE	MEDICAL AFTER RETIREMENT	283.04

611 Water Fund

Non Departmental

361615	LOWES COMPANIES INC	SUPPLIES	340.43
361652	ANTIOCH AUTO PARTS	SUPPLIES	706.43
361660	BISHOP CO	SUPPLIES	2,968.36
361677	EM HUNDLEY HARDWARE	LOCK COMPONENTS	4,887.40
361713	PACE SUPPLY CORP	SUPPLIES	359.70
361727	ROBERTS AND BRUNE CO	SUPPLIES	5,559.20
361746	WESCO RECEIVABLES CORP	SUPPLIES	612.00
361843	PACIFIC GAS AND ELECTRIC CO	SUPPLIES	4,700.00
926388	CRYSTAL CLEAR LOGOS INC	UNIFORMS	1,019.90
926391	GRAINGER INC	SUPPLIES	893.23
926409	GRAINGER INC	SUPPLIES	268.15
926410	HAMMONS SUPPLY COMPANY	SUPPLIES	103.86
926469	GRAINGER INC	SUPPLIES	109.00
926473	HAMMONS SUPPLY COMPANY	SUPPLIES	1,839.09

Water Supervision

361548	AMERICAN WATER WORKS ASSOCIATION	AUDIT MANUALS	246.00
361626	NEXTEL SPRINT	CELL PHONE	115.32
361678	ENTERRA ENVIRONMENTAL	TRAINING	190.00
361739	VERIZON WIRELESS	DATA PLAN	76.02

Water Production

361550	ANIMAL DAMAGE MANAGEMENT	ANIMAL CONTROL	275.00
361553	AT AND T MCI	PHONE	33.29
361554	AT AND T MCI	PHONE	796.00
361559	BANK OF AMERICA	COMPUTER SUPPLIES	9.74

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361569 CONCO PUMPING	PUMP SERVICES	2,267.98
361575 CONTRA COSTA WATER DISTRICT	RAW WATER	57,497.54
361580 CRWA	MEMBER DUES	1,146.00
361581 CRWA	REGISTRATION FEES	850.00
361590 EXPONENT INC	PROFESSIONAL SERVICES	27,793.30
361592 FERGUSON ENTERPRISES INC	LMI KIT	292.95
361599 GRAPHIC CONTROLS LLC	CHARTS	442.33
361615 LOWES COMPANIES INC	LUMBER	25.33
361616 M AND L OVERHEAD DOORS	DOOR REPAIR	1,800.00
361623 NE SYSTEMS	MOUNTING BRACKET	1,219.82
361626 NEXTEL SPRINT	CELL PHONE	106.04
361632 PACIFIC GAS AND ELECTRIC CO	GAS	59,196.00
361643 SILVA LANDSCAPE	LANDSCAPE SERVICES	3,420.00
361649 ACE HARDWARE, ANTIOCH	TUBING	25.67
361650 ALLIED FLUID PRODUCTS CORP	FLEX HOSE	574.89
361662 BORGES AND MAHONEY	SUPPLIES	78.28
361678 ENTERRA ENVIRONMENTAL	TRAINING	570.00
361686 HACH CO	LAB SUPPLIES	367.38
361693 IEH LABORATORIES	SAMPLE TESTING	350.00
361704 LOWES COMPANIES INC	SUPPLIES	578.53
361714 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	203.42
361720 PERS	PAYROLL DEDUCTIONS	75.35
361727 ROBERTS AND BRUNE CO	PIPE FITTINGS	859.91
361738 UNIVAR USA INC	CAUSTIC	10,297.70
361739 VERIZON WIRELESS	DATA PLAN	38.01
361743 WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	4,752.20
361753 ALL PRO GLASS INC	WINDOW REPAIR	1,491.45
361757 ANTIOCH AUTO PARTS	BATTERIES	1,161.10
361809 H F AND H CONSULTANTS LLC	WATER AND SEWER ENTERPRISE	8,437.50
361811 HONEYWELL INTERNATIONAL INC	HVAC REPAIR	4,635.78
361813 I KRUGER INC	EQUIPMENT	388.34
361819 JENSEN INSTRUMENT CO	TRANSMITTER	4,412.63
361859 SILVA LANDSCAPE	LANDSCAPE SERVICES	6,156.00
926385 AIRGAS SPECIALTY PRODUCTS	AMMONIA	1,037.31
926389 EUROFINS EATON ANALYTICAL INC	MONITORING	50.00
926392 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	4,477.67
926395 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	306.60
926402 AIRGAS SPECIALTY PRODUCTS	AMMONIA	1,940.36
926403 CHEMTRADE CHEMICALS US LLC	ALUM	8,052.86
926404 COMPUTERLAND	COMPUTER SOFTWARE	193.54
926408 EUROFINS EATON ANALYTICAL INC	MONITORING	385.00
926409 GRAINGER INC	SUPPLIES	1,427.64
926412 IDEXX LABORATORIES INC	LAB EQUIPMENT	3,716.55
926416 SIERRA CHEMICAL CO	CHLORINE	4,252.47
926418 VINCENT ELECTRIC MOTOR CO	MOTOR REPAIR	11,070.03
926443 CHEMTRADE CHEMICALS US LLC	ALUM	2,699.29

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926461 EUROFINS EATON ANALYTICAL INC	MONITORING	35.00
Water Distribution		
361554 AT AND T MCI	PHONE	18.72
361559 BANK OF AMERICA	DATA HOSTING	1,585.90
361567 COLEFIELD, RONALD G	EXPENSE REIMBURSEMENT	47.80
361578 CREATIVE SUPPORTS INC	ERGONOMIC IMPROVEMENT	499.31
361593 FIRST VANGUARD RENTALS	LIGHT	3,711.20
361615 LOWES COMPANIES INC	CHAIN SAW STRING	22.61
361626 NEXTEL SPRINT	CELL PHONE EQUIPMENT	571.21
361639 RT LAWRENCE CORP	MONTHLY LOCKBOX PROCESSING	613.00
361652 ANTIOCH AUTO PARTS	IMPACT TOOL	25.06
361653 ANTIOCH BUILDING MATERIALS	ASPHALT	846.39
361668 COUNTY ASPHALT	ASPHALT	541.35
361678 ENTERRA ENVIRONMENTAL	TRAINING	1,045.00
361680 FASTENAL CO	PIPE & FITTINGS	163.51
361682 FINTA ENTERPRISES INC	OPERATOR EQUIPMENT	5,760.00
361694 INFOSEND INC	POSTAGE COSTS TO MAIL BILLS	3,240.31
361704 LOWES COMPANIES INC	SUPPLIES	189.27
361708 MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	412.68
361720 PERS	PAYROLL DEDUCTIONS	0.47
361727 ROBERTS AND BRUNE CO	PIPE & FITTINGS	12,839.18
361739 VERIZON WIRELESS	DATA PLAN	380.10
361744 WATER OPCERT SCHOOL	TRAINING	1,800.00
361784 DELTA DIABLO	RECYCLED WATER	7,180.42
361816 INFOSEND INC	POSTAGE COSTS TO MAIL BILLS	3,161.05
361854 ROBERTS, ARLENE T K	EXPENSE REIMBURSEMENT	33.57
361870 TYLER TECHNOLOGIES	MONTHLY INSITE FEES	340.00
926394 KARSTE CONSULTING INC	PROFESSIONAL SERVICES	2,160.00
Water Meter Reading		
361559 BANK OF AMERICA	CAMERAS	488.19
361615 LOWES COMPANIES INC	SPOT LIGHT	184.00
361626 NEXTEL SPRINT	CELL PHONE	52.11
361710 NATIONAL METER & AUTOMATION INC	TRANSPONDER	267.61
361739 VERIZON WIRELESS	DATA PLAN	38.01
Public Buildings & Facilities		
361549 ANCHOR CONCRETE CONSTRUCTION INC	CONCRETE	29,950.00
361664 CDM SMITH INC	CONSULTING SERVICES	16,965.63
361747 WEST YOST ASSOCIATES INC	CONSULTING SERVICES	7,404.00
361834 MUNICIPAL FINANCIAL SERVICES	PROFESSIONAL SERVICES	585.00
Warehouse & Central Stores		
361544 ALL PRO PRINTING SOLUTIONS	FIRE EXTINGUISHER TAGS	477.30
361626 NEXTEL SPRINT	CELL PHONE	70.61
361737 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	18.50
621 Sewer Fund		
Sewer-Wastewater Supervision		
361639 RT LAWRENCE CORP	MONTHLY LOCKBOX PROCESSING	613.00

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
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 FOR THE PERIOD OF
 MARCH 11-31, 2016
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361739 VERIZON WIRELESS	DATA PLAN	114.03
Sewer-Wastewater Collection		
361554 AT AND T MCI	PHONE	72.78
361559 BANK OF AMERICA	SOFTWARE SUPPORT	5,082.32
361563 CALIFORNIA SERVICE TOOL	CAMERA REPAIR	892.52
361615 LOWES COMPANIES INC	SMALL TOOLS	488.66
361618 MCCAMPBELL ANALYTICAL INC	SAMPLE TESTING	567.00
361626 NEXTEL SPRINT	CELL PHONE	315.91
361649 ACE HARDWARE, ANTIOCH	SUPPLIES	80.62
361653 ANTIOCH BUILDING MATERIALS	ASPHALT	1,194.92
361668 COUNTY ASPHALT	ASPHALT	541.36
361669 CRESCO EQUIPMENT RENTALS	EQUIPMENT RENTALS	1,295.98
361678 ENTERRA ENVIRONMENTAL	TRAINING	285.00
361680 FASTENAL CO	SUPPLIES	348.88
361681 FASTLANE TEK INC	CONSULTING SERVICES	2,210.00
361682 FINTA ENTERPRISES INC	OPERATOR EQUIPMENT	5,760.00
361694 INFOSEND INC	POSTAGE COSTS TO MAIL BILLS	3,240.30
361704 LOWES COMPANIES INC	SUPPLIES	59.27
361712 OFFICE MAX INC	OFFICE SUPPLIES	50.85
361720 PERS	PAYROLL DEDUCTIONS	59.74
361737 UNITED PARCEL SERVICE	SHIPPING	49.52
361739 VERIZON WIRELESS	DATA PLAN	228.06
361745 WECO INDUSTRIES INC	SUPPLIES	4,689.36
361757 ANTIOCH AUTO PARTS	GREASE GUN	44.90
361797 FINTA ENTERPRISES INC	WATERING BIN	5,467.00
361798 FIRST VANGUARD RENTALS	MULTIQUIP LIGHT BALLOON	3,418.10
361809 H F AND H CONSULTANTS LLC	WATER AND SEWER ENTERPRISE	8,437.50
361816 INFOSEND INC	POSTAGE COSTS TO MAIL BILLS	3,161.04
361834 MUNICIPAL FINANCIAL SERVICES	PROFESSIONAL SERVICES	585.00
361853 ROBERTS AND BRUNE CO	PIPE & FITTINGS	49.05
361854 ROBERTS, ARLENE T K	EXPENSE REIMBURSEMENT	33.55
361870 TYLER TECHNOLOGIES	MONTHLY INSITE FEES	340.00
926409 GRAINGER INC	SUPPLIES	1,555.93
926469 GRAINGER INC	SUPPLIES	4,248.55
926537 SCOTTO, CHARLES W AND DONNA F	PROPERTY RENT	4,500.00
631 Marina Fund		
Non Departmental		
361782 COURTER, DAN	BERTH DEPOSIT REFUND	172.50
361790 DUTTON, DON	BERTH DEPOSIT REFUND	177.07
361795 EVENSON, DEBRA	BERTH DEPOSIT REFUND	138.00
361873 WADSWORTH, JOHN	BERTH DEPOSIT REFUND	180.76
Marina Administration		
361554 AT AND T MCI	PHONE	96.83
361615 LOWES COMPANIES INC	FUEL LINE REPAIR PARTS	27.48
361626 NEXTEL SPRINT	CELL PHONE	57.66
361632 PACIFIC GAS AND ELECTRIC CO	GAS	3,568.86

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361724 REAL PROTECTION INC	FIRE INSPECTION	65.62
Marina Maintenance		
361615 LOWES COMPANIES INC	SUPPLIES	51.04
361704 LOWES COMPANIES INC	SUPPLIES	354.70
926395 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,260.00
641 Prewett Water Park Fund		
Non Departmental		
361587 ECONOMY TENT INTERNATIONAL	PARTY TENTS	3,960.00
361605 HUB INTERNATIONAL OF CA INSURANCE	FACILITY INSURANCE	251.96
361661 BLOT, MONIQUE	DEPOSIT REFUND	500.00
361808 GUZMAN, MIGUEL	DEPOSIT REFUND	500.00
Recreation Water Park		
361546 AMERICAN LOCKER SECURITY SYSTEMS	LOCKER TOKENS	215.00
361554 AT AND T MCI	PHONE	107.09
361558 BANK OF AMERICA	WIRELESS HEADSET	376.22
361566 CITY MECHANICAL INC	BOULDER COVER	4,613.03
361570 CONTRA COSTA COUNTY	PERMIT FEES	3,640.00
361579 CRESCO EQUIPMENT RENTALS	EQUIPMENT RENTAL	583.15
361584 DIABLO LIVE SCAN	FINGERPRINTING	500.00
361589 EWING IRRIGATION PRODUCTS	SUPPLIES	400.09
361591 FAST SIGNS	SIGNAGE	420.86
361592 FERGUSON ENTERPRISES INC	SHOWER HEADS	351.09
361604 HONEYWELL INTERNATIONAL INC	HVAC SERVICES	2,389.00
361611 JENNIFER HINES DESIGN	DESIGN SERVICES	1,295.59
361613 LENHART ALARM AND SECURITY	ALARM REPAIR	119.00
361615 LOWES COMPANIES INC	PAINT	390.58
361619 MOST DEPENDABLE FOUNTAINS	10135 SMSS BOTTLE FILLER	1,452.83
361627 OFFICE MAX INC	OFFICE SUPPLIES	412.15
361631 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	2,545.25
361632 PACIFIC GAS AND ELECTRIC CO	GAS	10,613.55
361645 STATE OF CALIFORNIA	FINGERPRINTING	951.00
361661 BLOT, MONIQUE	DEPOSIT REFUND	200.00
361665 COLE SUPPLY CO INC	SUPPLIES	307.96
361698 KELLY MOORE PAINT CO	SUPPLIES	756.02
361699 KNORR SYSTEMS INC	POOL CHEMICALS	318.48
361701 LENHART ALARM AND SECURITY	ALARM SERVICES	1,161.15
361702 LINCOLN EQUIPMENT INC	SUPPLIES	2,705.39
361704 LOWES COMPANIES INC	SUPPLIES	1,244.66
361724 REAL PROTECTION INC	FIRE INSPECTION	601.87
361738 UNIVAR USA INC	CHEMICALS	1,828.35
361765 BAY CITIES PYROTECTOR	SPRINKLER INSPECTION	740.00
361775 COLE SUPPLY CO INC	SUPPLIES	678.00
361792 EAST BAY WELDING SUPPLY	SUPPLIES	114.00
361821 KELLY MOORE PAINT CO	SUPPLIES	35.89
926387 CONSOLIDATED ELECTRICAL DIST INC	BREAKER	172.47
926391 GRAINGER INC	SUPPLIES	707.84

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926392 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,543.46
926405 CONSOLIDATED ELECTRICAL DIST INC	LAMPS	531.57
926409 GRAINGER INC	SUPPLIES	110.79
926449 CONSOLIDATED ELECTRICAL DIST INC	LAMPS	1,262.77

721 Employee Benefits Fund

Non Departmental


361572 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
361573 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
361574 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	1,110.22
361608 INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
361630 OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	11,081.08
361634 PARS	PAYROLL DEDUCTIONS	2,269.71
361671 CSAC EXCESS INSURANCE AUTHORITY	EE ASSISTANCE PROGRAM	2,976.00
361720 PERS	PAYROLL DEDUCTIONS	315,183.77
361748 EMPLOYEE	CHECK REPLACEMENT	87.27
361752 AFLAC	PAYROLL DEDUCTIONS	7,500.62
361770 CALFIT OAKLEY	PAYROLL DEDUCTIONS	20.00
361777 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	1,114.34
361785 DELTA PARK ATHLETIC CLUB	PAYROLL DEDUCTIONS	37.00
361786 DELTA VALLEY ATHLETIC CLUB	PAYROLL DEDUCTIONS	54.00
361789 DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	59.00
361799 FITNESS EVOLUTION	PAYROLL DEDUCTIONS	19.99
361815 IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	642.00
361817 INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
361825 LINA	PAYROLL DEDUCTIONS	5,567.10
361835 MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,980.37
361840 OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	2,743.00
361841 OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	11,316.08
361844 PARS	PAYROLL DEDUCTIONS	2,276.91
361848 PUBLIC EMPLOYEES UNION LOCAL 1	PAYROLL DEDUCTIONS	2,725.10
361863 STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	877.00
361865 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	1,576.68
926396 NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	28,080.53
926400 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	3,546.15
926422 ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	625.50
926423 APOA	PAYROLL DEDUCTIONS	13,096.09
926512 NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	54,668.04
926555 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	7,064.79




STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 12, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Arne Simonsen, City Clerk 

APPROVED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Technical Training for Clerks - TTC Series 400

RECOMMENDED ACTION

It is recommended that the City Council take the following actions:

- 1) Authorize associated expenditures for the City Clerk to attend the Technical Training for Clerks (TTC) Series 400 Course at the UC Riverside on June 21-24, 2016; and
- 2) Adopt the Resolution amending the City Clerk's FY 2015/2016 budget.

STRATEGIC PURPOSE

The recommended action supports the following strategic priorities that are duties of the City Clerk's office:

Strategy L-1: Improve community communications and trust in City government and keep the community well informed as to the activities of the City Departments.

Strategy L-5: Effectively and efficiently manage City Council agenda preparation, noticing and records.

Strategy L-7: Manage the City's Component of Municipal Elections.

Strategy L-8: Coordinate City Boards and Commissions administrative requirements.

FISCAL IMPACT

The FY 2015/16 budget for the City Clerk's Office did not provide funding for TTC Series 400 registration, lodging, and mileage. The City Clerk has requested a budget amendment for FY 2015/16. The estimated cost to attend TTC Series 400 is \$2,240.00.

DISCUSSION

- Technical Training for Clerks

Technical Training for Clerks (TTC) Series 400 is only offered every two years, primarily covers elections and is essential towards becoming a Certified Municipal Clerk (CMC).

Technical Training for Clerks is an educational program that addresses basic clerk duties, current trends, issues and challenges. The goal of the program is to increase technical skill while promoting personal and professional growth. The TTC program is

comprised of four sessions offering a variety of courses designed to focus on technical skills and to enhance professional/interpersonal abilities.

Each series has a distinct curriculum and adheres to the International Institute of Municipal Clerks core curriculum. The TTC Series may be taken in any order. A letter of completion is issued for each 30 hour series. Completion of Series 100, 200, 300 and 400 is required for a certificate of TTC completion. TTC is recognized by the City Clerks Association of California (CCAC) and the California Clerk of the Board of Supervisors Association (BSA) as an official training program leading to the professional accreditation of Certified Municipal Clerk (CMC) and Certified Clerk of the Board (CCB). The program is held at the University of California Riverside Extension Center and is an affiliate of the League of California Cities. The trainers are professional clerks, university instructors and municipal government professionals.

The City Clerk has attained lodging at \$71 per night plus taxes, far below the IRS rate for lodging in Riverside. Meals are included in the registration fee.

The City of Antioch Travel and Expense Policy for Elected and Appointed (non-employee) Officials is attached as Attachment B. contained therein, the Authorization Process states: "Overnight travel by Elected Official shall be pre-approved by placing the item on the City Council Consent Calendar."

ATTACHMENTS

- A. Resolution
- B. TTC 400 Registration Form
- C. TTC Series 400 Brochure
- D. Travel and Expense Policy

RESOLUTION NO. 2016/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING THE 2015/16 FISCAL YEAR GENERAL FUND BUDGET FOR
THE CITY CLERK'S OFFICE

WHEREAS, the City Clerk will be attending the Technical Training for Clerks (TTC) Series 400 course in June, 2016, and

WHEREAS, the City Clerk's General Fund 2015/16 budget does not have sufficient funds to pay for said training, and

WHEREAS, an amendment of \$2,240.00 to the 2015/16 fiscal year City Clerk's General Fund budget is required;

THEREFORE, BE IT RESOLVED that an appropriation of \$2,240.00 to the 2015/16 fiscal year City Clerk General Fund budget for the City Clerk to attend training is hereby approved; and the 2015/16 fiscal year budget shall be deemed to be so amended.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12th day of April, 2016, by the following vote:

AYES:

ABSENT:

NOES:

ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH



Technical Training for Clerks

ATTACHMENT B

Registration Form
Series 400
June 21-24, 2016

NAME: Arne Simonsen	
AGENCY: City of Antioch	
TITLE: City Clerk	
ADDRESS: P.O. Box 5007, Antioch, CA 94531-5007	
WORK PHONE: 925-779-7008	HOME PHONE: 925-779-7008
CELL PHONE: 925-864-2099	E-MAIL: asimonsen@ci.antioch.ca.us

Mail your completed form and check payable to: **MAUREEN KANE & ASSOCIATES, INC.**
P.O. BOX 52355 • RIVERSIDE, CA 92517

Conference Fee: \$1600

***CCAC and CCBSA Members: \$1550 for all registration fees paid by June 1st**

*** (City Clerks Association of California / County Clerk of the Board of Supervisors Association)**

Fee includes: tuition, supplies, parking, reception, Thursday dinner, daily breakfast, lunch.

Scholarship recipients: Pay full amount due. You will be reimbursed directly upon session completion.

Optional: 2 units of UC Extension credit available for a fee of \$100 payable to Regents UC.
Do not mail with your registration fee.

Please indicate where you will be staying:

- Comfort Inn**.....1590 University Avenue.....(951) 683-6000
- Dynasty Suites**3735 Iowa Avenue.....(951) 369-8200
- Courtyard by Marriott**1510 University Avenue.....(951) 276-1200
- Mission Inn**.....3649 Mission Inn Avenue.....(951) 784-0300
- UCR Extension Center**....1200 University Avenue.....rToyoda@ucx.ucr.edu
- I will be commuting daily.
- Other location: _____

Please indicate any dietary or special needs: None

Cancellation Policy: No refunds if cancellation is received 2 weeks or less prior to the session.
Administrative fee of \$100 for all cancellations received more than 2 weeks prior to the session.

Registration is confirmed upon receipt of your registration form and payment.

For Information: Maureen Kane (951) 789-8319
TTCwithKane@aol.com

**University of California
Riverside Extension
1200 University Avenue
Riverside, CA 92507**

As co-sponsor and host of the TTC program, UCR Extension is part of the 10-campus University of California system and the world's largest and most renowned centers of higher education. UCR provides classroom and double occupancy housing in one building. Each room provides a private bathroom, TV, and free local phone services.

Conveniently Located

Ontario (airport)	25 min.
Los Angeles	60 min.
San Diego	90 min.
Palm Springs	45 min.
San Francisco	7 hrs.
Las Vegas	4 hrs.

Southland Recreation	
Disneyland	55 min.
Universal Studios	65 min.
Knotts Berry Farm	45 min.
Mountains	40 min.
Beaches	55 min.

Map locations: Sacramento, San Francisco, Riverside, Los Angeles, Newport Beach, Palm Springs, San Diego.



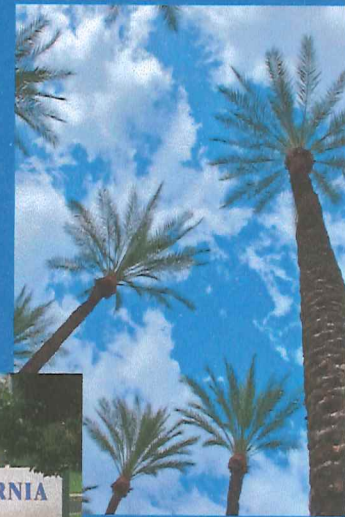
Endorsed by CCAC
Board of Directors



TTC
Technical Training
for Clerks
c/o Maureen Kane
P.O. Box 52355
Riverside, CA 92517

Technical Training for Clerks

Series 400
June 21-24, 2016



University of California Riverside Extension
1200 University Avenue • Riverside, CA 92507

Welcome from Maureen Kane, TTC Institute Director



Maureen Kane has served as TTC Institute Director since the program was developed in 2002. She is the instructor of record at the University of California Riverside. Maureen was honored to receive the 2013 IIMC Institute Director Award of Excellence in recognition of her contributions to the educational needs of Municipal Clerks and the advancement of the profession. Her focus on personal and professional development has created a "living program" which includes emerging topics and latest skill training.

With a diverse background in municipal and non-profit organizations, Maureen is a frequent trainer and speaker. She is a current and founding board member of the California Ethics and Democracy Project. Maureen served as the Mayor's Chief of Staff in the City of Riverside until May 2015 and was elected to the Riverside City Council from 1993 to 2002. She served as a Board Consultant to the California Air Resources Board from 2004 to 2012.

Her past affiliations include: Member of the National League of Cities Finance, Administration and Intergovernmental Relations Committee, Chair of the League of California Cities Revenue and Taxation Committee, Executive Director of Continuing Education for Public Officials, President of the California Association of Leadership Programs. She has served as the Board President of a number of non-profit organizations and continues to serve on boards focused on community assets and leadership training. Maureen is a licensed California registered nurse.

Contact for Information:

Maureen Kane & Associates, Inc.
P.O. Box 52355, Riverside, CA, 92517
Phone/Fax: (951) 789-8319
Email: ttcwithkane@aol.com

CCAC Scholarship and Mentor Information:

CCAC Professional Development Director
Dawn G. Abrahamson, MMC
City Clerk of the City of Vallejo
dabrahamson@ci.vallejo.ca.us

The program begins **Tuesday morning, June 21st at 9:00** and ends **Friday, June 24th at 3:30**. Participants earn 30 hours of IIMC course credit (15 points) toward the CMC and COB credential. **Attendance at all sessions is required for course completion credit. There is no provision for partial credit or "make-up" assignments.**

Program fee of \$1600 includes: tuition, supplies, parking fee, Tuesday evening reception, Thursday evening banquet and daily breaks, breakfast and lunch. **CCAC and CCBSA members are eligible for a special rate of \$1550 if registration fee is paid in full by June 1st.** Registration is on a "first come" basis and closes when capacity is reached.

TTC Series 400 Schedule

- 401 Professional Ethics
- 402 Political Reform Act
- 403 Initiative, Referendum and Recall
- 404 Mechanics of Conducting Elections
- 405 Election Technology and Systems
- 406 Public Speaking
and Making Presentations
- 407 The Clerk as a Professional Model

Participants are responsible for their own housing accommodations. There are a number of hotel facilities within a short distance from the education building.

Optional: 2 units of University Extension credit are available for a fee of \$100. Checks must be made payable to: Regents University of California. This fee is payable when you arrive at UCR. Do not mail it with your registration.

Cancellation Policy: No refunds if cancellation is received 2 weeks or less prior to the session. Administrative fee of \$100 for all cancellations received more than 2 weeks prior to conference date.

TTC is recognized by the City Clerks Association of California (CCAC) and the California Clerk of the Board of Supervisors Association (CCBSA) as an official training program leading to the professional accreditation of Certified Municipal Clerk (CMC) and Certified Clerk of the Board (CCB).

Technical Training for Clerks is an educational program that addresses basic clerk duties, current trends, issues and challenges. The goal of the program is to increase technical skills while promoting personal and professional growth.

The TTC program is comprised of four sessions offering a variety of courses designed to focus on technical skills and to enhance professional/interpersonal abilities. Each series has a distinct curriculum and adheres to the International Institute of Municipal Clerks core curriculum. **The four TTC Series may be taken in any order. A letter of completion is issued for each 30 hour series. Completion of Series 100, 200, 300 and 400 is required for a certificate of TTC completion from TTC/CCAC/UCR.**

The program is held at the University of California Riverside Extension Center and is an affiliate of the League of California Cities. Our trainers are professional clerks, university instructors and municipal government professionals.

Future Date:

Series 200 September 13-16, 2016

Since it was founded in 2002, over 700 municipal and special district clerks have participated in the TTC program.

**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

PURPOSE

This document establishes the expense and reimbursement policy for all Elected and Appointed (non-employee) Officials of the City of Antioch. As Elected Officials, individuals may incur expenses related to the execution of their duties and responsibilities. These expenses may include the following: personal vehicle use, communication needs (cell phones, internet, and personal phone lines, newspaper subscriptions), and conferences and meetings related to the City's interests. As to Appointed Officials on the Administrative Appeals Board, Design Review Board, Economic Development Commission, Parks and Recreation Commission, Planning Commission, Police Crime Prevention Commission and Investment Committee, there may be opportunities for individuals to attend educational seminars or meetings related to the City's interests as approved by the City Council. Therefore, this policy establishes procedures for requesting and receiving payment for expenses incurred while representing the City on official business.

ADOPTION AND IMPLEMENTATION

The Council is responsible for adopting the expense and reimbursement policy for Elected and Appointed Officials and for approving any subsequent policy revisions.

EXCEPTIONS

The City Council may approve exceptions to this policy on a case-by-case basis for special or unique circumstances.

I. PERSONAL VEHICLE USE

In recognition of the fact that Elected Officials may use their private vehicles while performing their duties, a monthly vehicle allowance will be provided, as allowed pursuant to California Government Code section 1223. In addition to expenses associated with direct use of a private vehicle, this allowance shall also cover related expenses such as bridge tolls and routine parking fees. In order to be eligible for the reimbursement allowance, Elected Officials shall annually provide proof of liability insurance to the City Clerk. The monthly cap on reimbursement of automobile expenses for personal vehicle usage shall be as follows: Mayor: \$450; Council Members: \$350; City Clerk: \$350; City Treasurer: \$350.

**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

II. COMMUNICATION EQUIPMENT AND SERVICES

In recognition of the fact that City Council members have a significant responsibility to stay in touch with their constituents and City management employees, reimbursement of communication equipment shall be allowed for cell phone service and equipment, internet service and equipment, local and long distance telephone and fax line service and equipment. Individual council members will be responsible for establishing their own communication service providers and all bills for such service will be paid by the individual. Expense reports shall be submitted on the City's form within 30 days of an expense being incurred. The monthly cap on reimbursement of communication equipment and services shall be as follows: Mayor \$100; Council Members \$50. Any communication service expenditures beyond that amount will be borne by the individual elected official.

III. MEMBERSHIPS

The City Council shall decide which groups to join as an entity, such as the League of California Cities or the Antioch Chamber of Commerce, through City Council action including the budget process. Individual memberships in groups by Elected or Appointed Officials shall be the personal expense of those individuals unless otherwise approved in advance by the City Council.

IV. LOCAL CITY EVENTS

Elected City Officials may be reimbursed for the cost of attending local events related to the City's business upon completion of an expense report and documentation of expenses. City funds shall not be used to purchase alcohol or reimburse Elected Officials for alcohol related costs, unless as part of a set price for the event that happens to include alcohol. If a guest accompanies an Elected Official, only the cost of the Elected Official will be reimbursed.

V. TRAVEL

In recognition of the fact that Elected Officials may need to represent the City at conferences and meetings and may incur expenses in the course of their travel, this policy establishes procedures for requesting and receiving payment for travel and travel-related expenditures. Appointed Officials must be specifically authorized by the City Council to attend educational seminars or other meetings in order to seek reimbursement.

**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

(A) PROCEDURE

The key document in the administrative process is the Travel Authorization/Warrant Request (TA/WR). Besides ensuring that travel by Elected and Appointed Officials is conducted within this policy, the TA/WR summarizes the total cost of attending conferences, meetings, and seminars and provides documentation for cash advances, vendor payments and credit card purchases. General instructions for completing and processing this form are provided in a separate document.

(B) AUTHORIZATION PROCESS

All travel by an Appointed Official shall be pre-approved by having the item placed on the City Council Consent Calendar. Overnight travel by an Elected Official, shall be pre-approved by having the item placed on the City Council Consent Calendar.

After travel, the Travel Authorization report must be finalized. Finance will review for receipts and policy compliance.

(C) METHODS OF REIMBURSEMENT

There are three ways to request and receive payment for travel and travel-related expenditures: (1) advance payment, (2) reimbursement for actual expenditures, and (3) credit card usage.

(1) Advance payments: Elected Officials may request a cash advance for meals. The advance will be within the IRS approved per diem rates for meals and incidental expenses (**M&IE**) for the location/area visited as listed in Publication 1542. The value of meals provided at conferences, training, or other travel programs will be deducted from the cash advance at the following rate:

Breakfast - 20% Lunch - 30% Dinner - 50%

Other items, such as conference registration, lodging, and air fare may be paid directly to the vendor in advance of travel.

Upon return from travel, all cash advances must be documented with original itemized receipts.

(2) Reimbursement: Elected and Appointed Officials shall be reimbursed for all eligible expenditures upon return from travel for items that have original receipts. A Travel Authorization/Warrant Request with original receipts will be paid by Finance within the regular accounts payable time

**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

schedule. Reimbursement claims should be submitted within 30 days from the return from travel, and no reimbursements may be made that cross over fiscal years.

(3) Credit Card Usage: Elected and Appointed Officials may use personal credit cards to pay for travel expenses. Original receipts must be included with the Travel Authorization Warrant Request to be eligible for reimbursement.

(D) ELIGIBLE EXPENDITURES

Meals and Incidental Expenses (M & IE)

- **Meals:** City funds shall not be used to purchase alcohol or reimburse Elected or Appointed Officials for alcohol related costs. Meal costs will be reimbursed as supported by original itemized receipts.

- **Personal Meals:** All expenditures must be documented and reimbursement will not exceed the meal schedule listed above.

- **Business Meals:** To qualify as a business meal, the identity of the participants and the business purpose of the discussion must be substantiated.

- **Incidental Expenses:** Those related to City business will be reimbursed at cost as supported by original receipts (e.g., tolls and taxi cabs).

In no event shall the reimbursement for meals and incidental expenses exceed the IRS approved per diem rates for the location visited as listed in Publication 1542.

- **Lodging:** The City will pay lodging expenses for Elected or Appointed Officials during official travel requiring one or more overnight stays. The City will pay for lodging for the evening preceding or subsequent to a meeting or business event when the Elected or Appointed Official would have to travel at unreasonably early or late hours to reach his or her destination.

Elected or Appointed Officials shall make an effort to obtain lodging at or near the facility where official City business is to take place to minimize travel time and transportation costs. The City will pay only for standard single rooms for individual Elected Officials. If lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor. If conference rates are not available, government rates must be requested. A

**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

list of hotels offering government rates in different areas of the country is available in the Finance Department. Lodging rates that are equal to or less than the government rates are presumed to be reasonable and hence reimbursable for purposes of this policy.

If a double room is requested by an Elected or Appointed Official because he or she is accompanied by a spouse or other person, the difference between the single and double room rate shall be considered the Elected or Appointed Official's personal expense.

Elected or Appointed Officials shall cancel any reservations for lodging they will not use. Any charge for an unused reservation shall be considered the Elected or Appointed Official's personal expense unless failure to cancel the reservation was due to circumstances beyond the Elected Official's control.

- **Personal Entertainment:** No reimbursement will be made for personal entertainment.

- **Guests:** If a guest accompanies an Elected or Appointed Official, only the cost of the Elected or Appointed Official will be reimbursed. All costs above a single person will be borne by the Elected or Appointed Official.

- **Discounts:** If offered early registrations should be obtained whenever possible.

- **Telephone/Internet:** The City will pay for all City-related business telephone calls or internet use by an Elected or Appointed Official while traveling on authorized City business. If approved prior to travel, the City may pay for personal internet use up to \$5.00 per day for authorized overnight business travel within California and up to \$10.00 per day for all other authorized overnight business travel.

- **Transportation:** All travel will be made by the method most cost effective for the City. Considerations such as time, distance traveled and cost of transportation should be factors in arriving at the lowest cost.

Elected and Appointed Officials shall endeavor to book air travel to take advantage of discounts and nonrefundable ticket fares where practical. All flights shall be booked at coach class or equivalent level. Any additional costs incurred due to personal travel added on before or after the trip will be paid by the Elected or Appointed Official.

Elected and Appointed Officials are encouraged to use their personal vehicles as transportation to and from airports. The cost of traveling from home to the

**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

airport will be paid for from monthly stipend. If a personal vehicle is left at the airport for more than one day, parking will be reimbursed per day based on long term parking rates or other transportation to and from the airport, whichever is less. Parking will not be reimbursed at the short term parking rate.

The use of rental vehicles is discouraged and shall be authorized only when no other mode of transportation is available or when alternate transportation would be more expensive or impractical. Elected or Appointed Officials must understand that the City's vehicle insurance coverage does not cover the individual driver of a rental car. Therefore, the City Official shall confirm personal coverage under their personal insurance or purchase additional insurance from the rental agency at their own expense. Rental vehicles shall be driven only by Elected or Appointed Officials included on the car rental agreement. Elected or Appointed Officials shall be reimbursed for reasonable taxi fare, airport van, or other public transportation in order to travel from their destination airport to their hotel.

VI. REPORTING OF EXPENDITURES

If the City reimburses an Elected or Appointed Official for attending a "meeting" as defined under the Brown Act ¹, the Official shall provide a brief written or oral report regarding the "meeting" at the next regular meeting of the Council or applicable commission, board or committee to which the Official belongs. For other educational seminars or events for which expenses were reimbursed by the City, the Official may provide a brief written or oral report at the next regularly scheduled meeting of the Council or applicable commission, board or committee to which the Official belongs.

VII. ACKNOWLEDGEMENT

After being sworn in, Elected or Appointed Officials will be required to sign a statement formally acknowledging receipt and acceptance of this policy.

¹The Brown Act (California Government Code section 54952.2) defines a meeting as including "any congregation of majority of the members of a legislative body at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the legislative body or the local agency to which it pertains."



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 12, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Associate Engineer, Capital Improvements Division *SB*

APPROVED BY: Ron Bernal, Public Works Director/City Engineer *RJB*

SUBJECT: Final Acceptance of the Water Main Replacement at Various Locations (P.W. 503-15)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution accepting work and authorizing the Public Works Director/City Engineer to File a Notice of Completion for the Water Main Replacement at Various Locations project and increasing Water Line Expansion funding of the existing contract with D&D Pipelines, Inc. in the amount of \$17,544.82 for a total contract amount of \$602,544.82.

STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and rights-of-way and Strategy K-2 by enhancing the delivery of high quality water to our customers.

FISCAL IMPACT

This action increases the existing contract with D&D Pipelines, Inc. by \$17,544.82 from \$585,000 to \$602,544.82 budgeted from the Water Line Expansion fund. The final contract price varies from the amount awarded predominately due to additional excavation and appurtenances required to install the new water facilities.

DISCUSSION

On October 27, 2015, the City Council awarded a contract to D&D Pipelines, Inc. in the amount of \$585,000 to replace the aging domestic water facilities on West Lake Court and Sunset Drive, between Bryan Avenue and Cavallo Road. The project also included the replacement of a pressure regulating station within the center median of Hillcrest Avenue.

On March 17, 2016, the contractor completed all work associated with this project.

ATTACHMENTS

- A: Resolution Accepting Work
- B: Notice of Completion

ATTACHMENT "A"

RESOLUTION NO. 2016/
RESOLUTION ACCEPTING WORK AND AUTHORIZING
THE PUBLIC WORKS DIRECTOR/CITY ENGINEER
TO FILE A NOTICE OF COMPLETION FOR THE
WATER MAIN REPLACEMENT AT VARIOUS LOCATIONS
P.W. 503-15**

WHEREAS, the Public Works Director/City Engineer, has certified the completion of all work provided to be done under and pursuant to the contract between the City of Antioch and D&D Pipelines, Inc. and;

WHEREAS, it appears to the satisfaction of this City Council that said work under said contract has been fully completed and done as provided in said contract and the plans and specifications therein referred to;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch, that:

1. The above-described work is hereby accepted.
2. The Public Works Director/City Engineer is authorized to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion thereof.
3. Increase Water Line Expansion funding of the existing contract with D&D Pipelines, Inc. for this project in the amount of \$17,544.82.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 12th day of April, 2016 by the following vote:

AYES:

NOES:

ABSENT:

**ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH**

ATTACHMENT "B"

Recorded at the request
of and for the benefit
of the City of Antioch

When recorded, return
to City of Antioch
Capital Improvements Department
P.O. Box 5007
Antioch, CA 94531-5007

**NOTICE OF COMPLETION
FOR
WATER MAIN REPLACEMENT
AT VARIOUS LOCATIONS
P.W. 503-15**

NOTICE IS HEREBY GIVEN that the work and improvements hereinafter described, the contract for which was entered into by and between the City of Antioch and D&D Pipelines, Inc. was completed on March 17, 2016.

The surety for said project was Contractor's Bonding and Insurance Company.

The subject project consisted of replacing the aging domestic water facilities on West Lake Court and Sunset Drive, between Bryan Avenue and Cavallo Road and replacement of a pressure regulating station on Hillcrest Avenue in Antioch, California.

**THE UNDERSIGNED STATES UNDER PENALTY OF
PERJURY THAT THE ABOVE IS TRUE AND CORRECT**

Date

RON BERNAL, P.E.
Public Works Director/City Engineer



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 12, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Forrest Ebbs, Community Development Director *FE*

SUBJECT: Authorization to Amend Consultant Contract with Interwest Consulting Group to Provide a Code Enforcement Manager and Extend the Expiration Date to June 1, 2017 for Code Enforcement and Building Services

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to amend the contract with Interwest Consulting Group in an amount not to exceed \$200,000. to provide an interim Code Enforcement Manager and continued Building Inspector. This would bring the total contract amount since July 1, 2015 to \$300,000.

STRATEGIC PURPOSE

These actions are essential to continue to meet the expectations of Strategic Plan Long Term Goal D-3: To grow the Code Enforcement staff in number and efficiency. With the recent departure of the Deputy Director of Community Development and the anticipated start of four Code Enforcement employees in the coming month, it is critical that an experienced Code Enforcement professional be present to provide training and leadership to ensure the effectiveness of the Code Enforcement function. This action would provide that in the form of an interim Code Enforcement Manager.

FISCAL IMPACT

The cost of this contract will be borne by salary savings in both Code Enforcement and Building Services through the vacancy created by the resignation of the Deputy Director of Community Development and the extended vacancy of a Building Inspector II.

DISCUSSION

The City has contracted with Interwest Consulting Group (ICG) for the last four years to provide Code Enforcement and most recently Building Inspection services. The Code Enforcement Division currently has 2 full time officers with an additional officer employed by the City with a start date of April 4th, and two General Laborers starting sometime later in the month. Further, a Development Services Technician will begin shortly to provide administrative support for the Code Enforcement Division. As a result of the resignation of our Deputy Director of Community Development it is necessary to bring in an interim Code Enforcement Manager to oversee the day to day operations, provide training to the new staff and to maintain momentum of the Division.

Mike Aguirre, an employee of ICG, has served as a contract Code Enforcement Officer with the City of Antioch for the majority of the past four years and is currently acting in that capacity. Mr. Aguirre is available, knowledgeable about the community, knows the City process and case tracking program and has a positive working relationship with various City Departments. He is well versed in the management and training practices as well as dealing with vacant and foreclosed properties. Mr. Aguirre would be the interim Code Enforcement Manager until a permanent Code Enforcement Manager is hired and may continue thereafter for a short time to ensure a smooth transition and to provide support for the new manager. Staff has initiated the process to recruit for a permanent Code Enforcement Manager and views this position as a very high priority.

Similarly, the Building Inspection Division is currently using the services of ICG for a contract Building Inspector. Staff anticipates that this position will be opened for recruitment in the coming months, as Human Resource/Administrative resources become available.

The Community Development Department has contracted with ICG since 2012. The City had previously eliminated the entire Code Enforcement program and ICG provided contract code enforcement staff as the City was rebuilding the function. Since that time, the City has transitioned towards full-time employees, but has retained ICG's services to provide interim and supplemental support services, as needed. Since initiation of this contract in 2012, the City has paid ICG a total of \$798,307. The General Fund has contributed \$191,717, which is 24% of the total contract value. The remainder of the funding has come from Community Development Block Grant (CDBG), the garbage abatement account, the abandoned vehicle account, Building division revenues, and Measure C funds. As a result of this proposed action, this contract would be increased to a total value of \$1,030,250, 78% of which has already been paid since 2012.

Council approval is requested to amend the existing contract to provide for a not to exceed amount of \$200,000 and an expiration of June 1, 2017 for this contract. This continuation of our consultant resources will allow the City to continue to provide essential and previously directed services to our community in an effective and efficient manner. It is especially important that this action occur now, as we have new employees starting with the City that require training and direction.

ATTACHMENTS

A: Contract Amendment

ATTACHMENT "A"

FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES is entered into this 13th day of April 2016, by and between the CITY OF ANTIOCH, a municipal corporation ("CITY") and INTERWEST CONSULTING GROUP whose address is 1076 Lincoln Place, Boulder, CO 80302 ("INTERWEST").

R E C I T A L S

WHEREAS, on June 1, 2012, CITY and INTERWEST entered into an Agreement for Professional Services for engaging the services of a Code Enforcement Consultant ("Agreement"); and

WHEREAS, the parties have agreed to modify the term of service of that Agreement;

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

Section 1. **Services.** Subject to the terms and conditions set forth in the Agreement, Consultant shall provide to the City additional Code Enforcement Manager Services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified herein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A the Agreement shall prevail.

1. **Term of Services.** Section 1.1 of the Agreement is amended to include the following provision:

"The term of this Agreement shall begin on the date first noted above and shall end on June 1, 2017."

2. **Hourly Fees.** Section 2 of the Agreement is amended to include the following provision.

"Fees for work performed by Consultant on an hourly basis shall not exceed: \$120.00."

3. All other terms and conditions of the Agreement shall remain in full force and effect.

CITY OF ANTIOCH:
INC.

INTERWEST CONSULTING GROUP

By: _____
Steve Duran, City Manager

By: _____
Ron Beehler, Regional Manager

APPROVED AS TO FORM:

By: _____
Michael G. Vigilia, City Attorney

By: _____
Mike Kashiwagi
Director, Municipal Services

March 31, 2016



Steve Duran
City Manager
Antioch City Hall
Third & H Street
Antioch, CA 94509

Dear Mr. Duran,

RE: Proposal to Provide Interim Code Enforcement Manager Services

Thank you for the opportunity to provide Interim Code Enforcement Manager services to the City of Antioch. We have prepared the enclosed proposal for your review and consideration. The attached information will give you a good snapshot of the strength of our proposed staff and our understanding of the scope of duties involved with this project.

As a company specializing in providing professional staff and comprehensive services across a wide range of municipal code enforcement, building and public works fields, we take pride in consistently delivering services tailored to the needs and budgets of our clients. We work side-by-side with local communities furnishing top-of-their-field staff and services refined through years of experience.

We are pleased to offer **Mike Aguirre**, Code Enforcement Manager, to meet the City's full-time Code Enforcement services. Having served in this capacity in the past, Mike is ideally suited as our lead candidate.

We are available to meet with you to discuss our proposal and approach in more detail at your convenience. Please call 916.781.6600 if you have any questions or would like additional information or contact Mike at 916.202.4382.

Sincerely,

A handwritten signature in black ink that reads 'Roger Peterson'. The signature is written in a cursive style with a long horizontal flourish extending to the right.

Roger Peterson, SE
Project Manager



Proposal to Provide Interim Code Enforcement Manager Services to the City of Antioch

INTRODUCTION

Interwest Consulting Group has been in business for nearly 15 years and currently has approximately 280 employees spanning a multitude of disciplines, roles and job placements to municipalities within code enforcement, building and safety and public works departments with a small number as office support. We work hard to keep it simple. Our sole job is to eliminate as much red tape and municipal hassles as possible. We specialize in delivering services to you on time—thoroughly managed and completed by the best in the business.

We specialize in tailoring staffing and services to fit client needs. When work levels are high, we increase staffing to meet the demand. When work slows down, we can fade into the background without compromising service. Our services can quickly grow to provide an entire team of experts on a project or satisfy a request with a single individual. We can also draw upon our many other professionals located within offices throughout California if required.

We offer top personnel with extensive experience. All are seasoned jurisdictional staff and understand the procedures, policies, deadlines necessary to keep governments running smoothly. We work strictly for city and county municipalities thus avoiding any conflict of interest. Since we work so closely with our clients, we know successful customer service is best delivered by people who shine in their professions. All of our staff offers exceptional experience and long-standing relationships within the industry.

SCOPE OF SERVICES

Code Enforcement Services

Code Enforcement violations add up quickly and become very costly if not corrected in a timely manner. Violations can come in many forms including substandard housing conditions, unsafe buildings, zoning/illegal land use, and many more. We are specialists at identifying and correcting code violations to the exact specifications needed to satisfy the city, county, state, or any other governmental body authorized to impose a notice of violation. We have experience in residential, commercial, and municipal violation repairs and would love the opportunity help you solve any problem you might be currently facing.

Mike Aguirre is a highly qualified individual with longtime experience in enforcing ordinances and codes required by jurisdictions. He specializes in responding to the unique and sensitive needs of communities facing issues in health and safety with consistent, responsive services—on time and within budget.

Typical services include preparing abatement cases for and testifying in public hearings and court proceedings on behalf of the City and serving as a resource and providing information on City regulations to property owners, residents, businesses, the general public, and other City departments and divisions. Mike can perform a variety of technical duties in support of the City's code enforcement programs—monitoring and enforcing a variety of codes and ordinances including:

- ✓ Zoning Codes
- ✓ Building Codes
- ✓ Public Nuisances
- ✓ Municipal Codes
- ✓ State Health & Safety Codes
- ✓ Housing

PROPOSED SCOPE OF SERVICES

Our proposed scope of services is as follows.

Interim Code Enforcement Manager Services: Assume management responsibility for assigned services and activities of the Code Enforcement Division. Manage and participate in the development and implementation of goals, objectives, policies, and priorities for assigned programs. Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures. Plan, direct, coordinate, and review the work plan for code enforcements staff. Serve as the liaison for the Code Enforcement Division with other divisions, departments, and outside agencies, negotiate and resolve sensitive and controversial issues. Review and submit violation complaints and or inspection warrants with the court system, maintain appropriate records, and testify as necessary.

Interwest understands the need for staffing flexibility. As workloads increase, additional Interwest staff can be placed on-site to assist and augment existing staff. As development processing is cyclical, any decrease in workload can be offset by a decrease in our presence.

If additional hours or services are needed due to workload or desired by the City, we will work with the City on mutually agreed upon staffing requirements and compensation.

FEES FOR SERVICE

Services will be billed at the following hourly rates:

CLASSIFICATION	HOURLY BILLING RATE
Code Enforcement Manager.....	\$120.00
Overtime	125% of Above Listed Rates
<i>Rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations.No overtime will be charged without prior authorization by client.</i>	

ADDITIONAL OPTIONAL SERVICES

As a full service company to government agencies, we pride ourselves in constantly updating and adding to our list of services. The more choices we offer, the more successful we can be in matching our people and services to your exact needs. Our services cross over to other jurisdictional departments and we are always open to exploring new territory.

Whether facing a major street replacement project or the challenges of growth, we have people who have been there and understand your needs. We can lend a hand with the necessary creativity, resources and guidance to see that you plan ahead, watch for hurdles and help ensure your community's tax dollars are wisely invested. We also provide:

- ✓ Structural & Comprehensive Plan Review
- ✓ Civil Review
- ✓ Accessibility Review
- ✓ Fire Plan Review
- ✓ Municipal Engineering
- ✓ Construction Management
- ✓ Development Services
- ✓ Geographic Information Systems (GIS)
- ✓ Information Technology
- ✓ Development & Administration
- ✓ Capital Improvement Program Delivery & Implementation
- ✓ Transportation Program Management & Funding Assistance
- ✓ Real Property Acquisition
- ✓ Traffic Operations/Transportation Planning
- ✓ Fee Program / Finance Plan Establishment & Administration
- ✓ Construction Inspection Services
- ✓ Stormwater Program Management
- ✓ Neighborhood Traffic Management
- ✓ City Engineer & Traffic Engineer Services
- ✓ Maintenance Program Strategies
- ✓ NPDES Requirements
- ✓ Administration of Consultant Services
- ✓ Grant Writing



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

EXPERTISE

Code Enforcement Services

EXPERIENCE

Other Firms: 9 Years

EDUCATION

American River College
Sacramento, California:

Los Medanos Junior College
Pittsburg, California:

Modesto Junior College
Modesto, California:

**REGISTRATIONS
CERTIFICATIONS**

Advanced Code Enforcement Officer

Code Enforcement Officer

Code Enforcement Officer
Training

Post Disaster Safety Assessment

Code Enforcement Cost Recovery

Code Enforcement Interview
Techniques

Introduction to Supervisor

832 Penal Code

**CONTACT
INFORMATION**

Interwest Consulting Group
9300 West Stockton Blvd.
Suite 105
Elk Grove, CA 95758
916.683.3340

Miguel (Mike) Aguirre
Code Enforcement Manager

Mike has 15 years comprehensive experience in the field of Code Enforcement for local jurisdictions in Northern California. He also has 15 years of Law Enforcement experience and is bilingual in Spanish.

PROJECT SPECIFIC EXPERIENCE

Code Enforcement Manager

2000 – Present Client: City of Antioch, CA
City of Lathrop, CA
City of Elk Grove, CA
City of Livingston, CA
City of Oakley, CA
City of Pomona, CA
City of Wildomar, CA
County of Calaveras

Mike has experience working as a code enforcement officer, senior code enforcement officer/field training officer, supervisor, and manager.

Mike has initiated code enforcement programs and has the experience to monitor and evaluate the efficiency and effectiveness of service delivery methods. He has developed policies, procedures, forms, and letters. Mike has investigated and responded to citizen complaints regarding City codes and ordinances, completing and maintaining a variety of records, reports, documents and correspondence. Partnering with other city departments and private businesses, he works to enforce municipal, building, and health and safety codes. Mike has inspected residential rental units for code compliance and property maintenance as well as responds and investigates complaints of substandard dwellings. He routinely explains the codes, regulations, and inspection program procedures to tenants, managers and property owners expertly balancing sensitivity of the situation with municipal requirements. Additionally, he has trained, evaluated and mentored new code enforcement officers.

Mike has had the opportunity to conduct a variety of organizational studies, investigations, and operational studies, recommend modifications to code enforcement programs, policies, and procedures as appropriate.

In the field of Law Enforcement, Mike was assigned to patrol handling a broad range of police calls including family disputes, robberies, rapes, forgery cases, auto accidents, suicides, assaults involving deadly weapons, narcotics investigations, traffic pursuits, burglaries, auto thefts, etc. As a Field Training office he trained new Police Officers to the department and as a Community Police Officer he was assigned to a high crime areas. Mike worked together with business and apartment managers to combat crime and regularly attended neighborhood watch meetings and conducted presentations. As a SWAT officer, Mike responded to critical calls and as a K9 Officer he was assigned to patrol with a K9.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 12, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Christina Garcia, Deputy City Clerk *Cg*

APPROVED BY: Nickie Mastay, Administrative Services Director *NM*

SUBJECT: Contra Costa Mosquito and Vector Control Board of Trustees' (Antioch Resident Representative) Appointment for one (1) Full-Term vacancy expiring April 2020

RECOMMENDED ACTION

It is recommended that the City Council receive and file the application and the Mayor nominate and Council appoint one (1) Representative to the Contra Costa Mosquito and Vector Control Board of Trustees for a 4-year term which will expire April 2020.

STRATEGIC PURPOSE

Long Term Goal L: City Administration. Provide exemplary City administration.

Strategy L-8: Coordinate City Boards and Commissions administrative requirements.

FISCAL IMPACT

There is no fiscal impact to the City as this position is voluntary.

DISCUSSION

The Board of Trustees has one (1) full-term vacancy expiring April 2016. Trustees can be reappointed for a two or four-year term. The Board of Trustees are officials appointed by their respective City Councils to govern the Contra Costa Mosquito and Vector Control District knowledgeably and effectively. They serve without compensation, but are allowed limited expenses for actual travel in connection with meetings or business of the Board (Attachment 'A'). The Board of Trustees meets the second Monday evening of every other month. Trustees also serve on committees which regularly meet between board meetings. All meetings are held at the District office, 155 Mason Circle, Concord, at 7:00 p.m., and are open to the public. The City of Antioch advertised to fill the Antioch Resident Representative vacancy in the usual manner.

The Clerk's Office received one application for this vacancy from Lola Odunlami who is currently on the Board of Trustees and seeking reappointment. The applicant was interviewed by Mayor Harper.

ATTACHMENTS

- A. Letter from Contra Costa Mosquito & Vector Control
- B. Application



February 26, 2016

Arne Simonsen, City Clerk
City of Antioch
P.O. Box 5007
Antioch, CA 94531

RECEIVED

MAR 1 2016

CITY OF ANTIOCH
CITY CLERK

SUBJECT: TERM TO EXPIRE

Dear Arne Simonsen:

This letter is to inform you that the term for Trustee Lola Odunlami will expire on April 1, 2016.

Trustees can be reappointed for a two or four year term. They serve without compensation, but are allowed limited expenses for actual travel in connection with meetings or business of the Board (see enclosed position description). The Board of Trustees meet the second Monday evening of every other month. Trustees also serve on committees which regularly meet between board meetings. All meetings are held at the District office, 155 Mason Circle, Concord, California.

Please note, each member of the Board appointed from a governing body of a city shall be an elector of the city from which he/she is appointed, and a resident of the city which is in the District (California Health & Safety Code, Section 2022).

Please notify our office in writing when an appointment has been made.

Sincerely,

Allison Nelson
Administrative Secretary

cc: Lola Odunlami

Protecting Public Health Since 1927

BOARD OF TRUSTEES



155 Mason Circle
Concord, CA 94520
phone (925) 685-9301
fax (925) 685-0266
www.contracostamosquito.com

BOARD OF TRUSTEES

TERM:

First term: Two years
Additional terms: Two or four years

IN LIEU OF EXPENSES:

\$100.00 per month is paid to each Trustee, if they attend a meeting, regardless of the number of meetings attended.

QUALIFICATIONS:

Must be a Contra Costa County taxpayer and at least the voting age of 18 with an interest in any of the following areas: public health, public policy, wetlands, farming, community education, finance, personnel or land development.

DUTIES:

Board of Trustees meet the second Monday evening of every other month. Committees meet approximately twice a month or as needed.

HOW TO APPLY:

Contact your city clerk for an application for openings within your city. For positions with the county at large or those in unincorporated areas, contact the county clerk of the Board of Supervisors.

Protecting Public Health Since 1927

BOARD OF TRUSTEES

President **RANDALL DIAMOND** Danville • Vice President • **PEGGIE HOWELL** Clayton • Secretary **H. RICHARD MANK** El Cerrito
Antioch **LOLA ODUNLAMI** • Brentwood **ROLANDO VILLAREAL** • Concord **PERRY CARLSTON** • Contra Costa County **JIM PINCKNEY, CHRIS COWEN & DARRYL YOUNG**
Hercules **VACANT** • Lafayette **JAMES FITZSIMMONS** • Martinez **DANIEL PELLEGRINI** • Moraga **ROBERT LUCACHER** • Oakley **MICHAEL KRIEG** • Orinda **DIANE WOLCOTT**
Pinole **WARREN CLAYTON** • Pittsburg **RICHARD AINSLEY, PhD** • Pleasant Hill **RICHARD MEANS** • Richmond **SOHEILA BANA, PhD** • San Pablo **VACANT** • San Ramon **SHARYN ROSSI** • Walnut Creek **JAMES MURRAY**

ATTACHMENT B

RECEIVED

MAR 04 REC'D

CITY OF ANTIOCH
CITY CLERK



4:30 pm *[Signature]*

3/11/16 *[Signature]*

APPLICATION DEADLINE: ~~5:00 p.m. Thursday, January 30, 2014~~

APPLICATION FOR

CONTRA COSTA COUNTY MOSQUITO & VECTOR CONTROL BOARD OF TRUSTEES

Print your name: LOLA ODUNLAMI

Address: KODIAK STREET City: ANTIOCH CA

ZIP Code: 94531 Phone (H) _____ (W) _____ (C) _____

e-mail address: _____

Employer: California's Public Utilities Commission

Address: Van Ness Av City: SF

Occupation: Investigator

Years lived in the City of Antioch: 19 years +

List the three (3) main reasons for your interest in this appointment:

Opportunity and desire to serve the public
Interested in protecting the environment & live
Ability to participate and be part of a noble cause.

Have you attended any meeting of this board? NO

Have you had any previous city community service on this board? (If yes, please explain) NO

What skills/knowledge do you have that would be helpful in serving on the Contra Costa Mosquito & Vector Control District Board? I have a can do attitude,
good decision making skills, ability to identify issues, develop
analysis of alternative positions, familiar with interpreting
codes and regulations. Superb legal experience with
strong interpersonal skills

Please indicate any further information or comments you wish to make that would be helpful in reviewing your application.

I possess excellent communication skills, ability to listen and communicate complex information and analysis to diverse audience. Possess ability to solve problem, good team player with interpersonal skills and ability to work independently.

Additional information about the Contra Costa Mosquito & Vector Control Board and its mission is available online at www.ContraCostaMosquito.com

The Board meets on the second Monday of every other month starting in January at 7:00 p.m. at the District's offices at 155 Mason Circle, Concord.

Can you attend meetings at the designated times? Yes

PLEASE ATTACH YOUR RESUME (REQUIRED TO BE CONSIDERED FOR APPOINTMENT).

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

DELIVER OR MAIL TO: Antioch City Clerk
200 "H" Street
Antioch, CA 94509

Al Johnson

Signature

2/29/2016

Date

Lola O. Odunlami

Kodiak Street, Antioch CA 94531

Cell: ()

Work: ()

PROFESSIONAL EXPERIENCE: Experienced regulatory compliance and policy research analyst, perform technical economic, financial and policy research related to energy efficiency and transportation regulation. Skilled in Identifying Issues, Presentation of Evidence, Examination of witness and Investigation. Good grasp of Administrative and Environmental regulations, Project Management skills, Court procedures, Report writing and Process Facilitation. Focused, effective communicator with exceptional interpersonal skills.

PUBLIC UTILITIES REGULATORY ANALYST, CA PUBLIC UTILITIES COMMISSION, SF, CA 11/2014-PRESENT

- Lead technical expert and program oversight, research and analysis of Energy Efficiency (EE) Heating Ventilation Air Conditioning (HVAC) programs and defining options for management to consider in making policy decisions.
- Support planning, development and implementation, oversight of policies and programs for HVAC within the Residential and larger Energy Efficiency Portfolio.
- Collaborate with team projects and manage technical evaluation and measurement programs and studies
- Advise on HVAC policies, procedures, and applicable regulations
- Coordinate with Stakeholder and Consultants to ensure efficient and effective implementation of HVAC programs
- Oversight of contracts, management and coordination to evaluate the utilities' programs and advise on variety of analytical and research techniques to resolve complex utility and programmatic regulatory issues
- Present conclusions in form of recommendations and designing available options for management consideration.
- Engage in special project and assist with Order instituting rulemaking, evidentiary hearings and Workshops
- Convene people and cooperate in generating white Paper, structuring and hosting workshops, and webinars
- Collaborate with Utilities to ensure saving from HVAC programs are compliant and incorporated to forecasts.
- Assist in preparing proposed and alternative Decisions, resolutions, advice letters and legislative bill analyses
- Contribute to the scoping, management and definition of evaluation research projects and respond to inquiries
- Coordinate with agencies/stakeholder groups to ensure sufficient knowledge exchange on common initiatives.
- Review pending legislation; prepare and contribute to bill analyses and legislative reports.
- Liaison between Energy Division; Program Administrators, and Utility Audit, Finance, & Compliance Branch (UAFCB)
- Lead staff for Aliso Canyon Issues to implement energy efficiency programs to mitigate the risk of curtailment to (non) core customers
- Lead Staff on EE Audits and Reporting; ensure clarity of findings, implementation of recommendations and engage
- in Audit Planning and Scoping
- Share audit findings with Efficiency Savings & Performance Incentive proceeding staff to include in scoring forecasts

ASSOCIATE TRANSPORTATION REP., (INVESTIGATOR) CPUC, SF, CA 1/2013-11/2014

- Reviewed formal filings of Passenger Stage Corporation for authority to operate and obtain certificate of public convenience, Zone of rate Freedom, expansion and approval of tariffs
- Prepared Proposed Decisions, coordinate activities for approval and noticing on commission meeting agenda
- Reviewed and issued informal applications for charter party permits filed with the Transportation License Section
- Analyzed case records to develop findings of fact, facilitate enforcement measures and provide carrier outreach
- Conducted inspections, examine witnesses, hold deliberative meetings and investigated carriers' activities
- Initiated administrative citations; prepare subpoena, and affidavits for probable cause hearing
- Investigated complaints, interpreted regulations and recommended modifications to existing procedures
- Adopt and apply rules of evidence, CPUC Regulation and Resolutions in performing carriers' regulatory work
- Conducted operational studies/ trends, assisted Licensing leadership with high-impact and risk assessment issues
- Authenticated supporting documents, attended hearings, and implemented CPUC decisions
- Identified, planned and ensured execution of continuous improvements of analysis to work product
- Perform administrative functions with specific deadlines to manage and track caseload

CERTIFIED MEDIATOR

- Promote alternative dispute resolution, through understandings and facilitating communication
- Educate parties about mediation process, conflict resolution and explore stimulating options for parties to agree
- Explore practicality of solutions to ascertain options are consistent with participants' stated goals and intentions

SENIOR LEGAL ANALYST, ATTORNEY GENERAL OFFICE, SF, CA

10/06–01/2013

- Performed complex range of analytical work; investigating policies and procedure pertaining to Civil rights violation/litigation, Tort Claims Act and Constitutional Law complaints filed against Correction staff
- Assisted in litigating, investigating wide range of cases; Excessive Use Force, Gang Validation, 8th Amendment Cruel & Unusual Punishment, Equal Protection, Retaliation and Deliberate Indifference to Medical Care cases
- Propounded/responded to Discovery, prepared fact-finding memoranda and gathered documentary evidence
- Provided legal opinions, interpreted constitutional law violation, policies pertaining to custodial interrogations, Due Process, Exhaustion of Administrative Remedies and compliance with Prison Litigation Reform Act
- Facilitate witness interviews, assisted with trial prep, depositions, settlement, and distinguished trial exhibits
- Member Green Office-committee; encouraged environmental awareness, collaborated on environmentally friendly business practices to advance sustainability for business practices to promote a healthier workplace

LEGAL ASSISTANT/BOARD LIAISON, VICTIM COMP. & GOVT., CLAIMS BOARD, CA.

04/06 –10/06

- Board Liaison and primary contact between management and public to ensure execution of Board directives
- Prepared Board agenda, staff reports, orders, proposed decisions assisted Chief Counsel on diverse legal issues
- Ensured compliance with Bagley-Keene Open Meeting Act, conducted legal research & managed the Law Library
- Prepared, analyzed complex reports and reviewed new legislation and its impacts on agency programs
- Collaborated with managers to develop Boards' short/long range planning and advance Board's policy objectives
- Managed Administration of Bid Protest program; evaluated Contract Bids and claims filed under Penal Code §4900 [Erroneously convicted felons], responded to subpoena, and Information Practices Act/Records Act requests.

PARALEGAL, CONTRA COSTA COUNTY PUBLIC DEFENDER, MARTINEZ, CA

01/02 – 04/06

- Conducted Pretrial interviews of juvenile/adult indigent-clients to facilitate representation by Public Defender
- Prepared case records; organized trial docs, witness interviews and tracked exhibits within chain of custody
- Responded and Prepared Subpoena and Pitches Motion to substantiate abuse of abuse of excessive force
- Monitored cases for conflicts of interests and managed proposition 36 and Domestic Violence Databases
- Processed Conservatorships, filed Writs of Habeas Corpus and review prior-criminal history to promote plea bargaining and alternate case disposition

ADMINISTRATIVE PARALEGAL:

- Coordinated HR functions; processed contracts, interviews, monitored compliance with ADA and FMLA laws
- Implemented policies & procedures; contract regulations, disability management, civil rights, and workers comp.
- Facilitated preparation of mandatory reports, budget preparation, performance appraisals and staff evaluations

LEGAL INTERN, GOLDEN GATE UNIV., ENVIRONMENTAL LAW & JUSTICE CLINIC. SF, 01/04 – 5/05

- Interpreted Environmental Laws, related to CEQA, EIR, NEPA and promoted environmental compliance laws
- Collaborated with advocates to strengthen environmental policies to ensure sustainability principles and engaged in regulatory research, legislative policy analysis and reviewed environmental impact documents
- Provided legal services to communities facing pollution, toxic air emissions represented environmental groups
- Conducted client interviews, attended the District, law justice meeting and participated in community outreach

EDUCATION:

- Licensed Attorney, State of WA, WSBA NO. 46167
- Certified Mediator, San Francisco Bar Association, 2013
- Golden Gate Univ., LLM. Environmental Law 12/04
- University of Ife, Ile -Ife, Nigeria. (LL.B) 06/87
- Peace Officers Standard Training Certificate, PC 832
- Golden Gate Univ., LLM. United States Legal Studies. 06/05
- Nigerian Law School, Victoria Island, Lagos. (BL) J.D. 12/89



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 12, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Christina Garcia, Deputy City Clerk *Cg*

APPROVED BY: Nickie Mastay, Administrative Services Director *NM*

SUBJECT: Board of Administrative Appeal Appointments for five (5) Full-Term vacancies expiring March 2020

RECOMMENDED ACTION

It is recommended that the Mayor nominate and Council appoint five members to the Board of Administrative Appeals, 4-year terms, which will expire March 2020.

STRATEGIC PURPOSE

Long Term Goal L: City Administration. Provide exemplary City administration.
Strategy L-7: Coordinate City Boards and Commissions administrative requirements.

FISCAL IMPACT

There is no fiscal impact to the City as this position is voluntary.

DISCUSSION

The Board of Administrative Appeals consists of five members and one alternate to be appointed by the Mayor and confirmed by a majority of the Council. The alternate member shall serve a term of two years. The Board hears appeals regarding administrative decisions by any official of the City dealing with Municipal Code interpretations. These administrative citations are typically issued by a Code Enforcement Officer, Police Officer, or Animal Control Officer.

Three of the Board Members shall have experience in the building construction trades and/or training in the California Code of Regulations, or such training and experience necessary to hear appeals on Building, Housing, and Technical Codes. All appointed members of the Board shall be Antioch residents. Meetings are held the first Thursday of every month at 3:00 p.m. in the City Council Chambers; or on other dates as needed.

The City of Antioch advertised to fill the vacancies in the usual manner. The vacancy for the Alternate Board Member, 2-year term, remains open and our office has extended the deadline date to accept applications through March 25, 2016.

The Clerk's Office received five applications from the following residents to be considered for appointment to the 4-year term vacancies.

1. Deborah M. Simpson
2. Andrew Schleder
3. Frederick Rouse
4. Ademuyiwa "Ade" Adeyemi
5. Martin T. Gonsalves

The applicants were interviewed by Mayor Harper.

ATTACHMENTS

A. Applications

ATTACHMENT A



RECEIVED

JAN 29 REC'D
2016
CITY OF ANTIOCH
CITY CLERK

APPLICATION DEADLINE: 4:30 p.m. Friday, January 29, 2016

APPLICATION FOR COMMUNITY SERVICE

BOARD OF ADMINISTRATIVE APPEALS

Board Member - Five (5) 4-year vacancies

Print your name: Deborah M. Simpson

Address: Pampas Circle City: Antioch

ZIP Code: 94531 Phone (H) _____ (W) _____ (C) _____

e-mail address: _____

Employer: Retired u

Address: _____ City: _____

Occupation: Retired

Years lived in the City of Antioch: 15 1/2 yrs

List the three (3) main reasons for your interest in this appointment: _____

See Attached

Have you attended any meeting of this board? _____

Have you had any previous city community service on this board? (If yes, please explain) _____

See Attached

What skills/knowledge do you have that would be helpful in serving on the Board of Administrative Appeals? _____

See Attached

Please indicate any further information or comments you wish to make that would be helpful in reviewing your application.

See Attached

Can you attend meetings at the designated time and date? *Yes*

PLEASE ATTACH YOUR RESUME (REQUIRED TO BE CONSIDERED FOR APPOINTMENT).

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

The top candidates will undergo a background check by the Antioch Police Department prior to appointment and board members are required to file a annual FPPC Form 700 (Statement of Economic Interest) with the City Clerk.

DELIVER OR MAIL TO: CITY CLERK'S OFFICE
City of Antioch
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007

D. H. M. Sig

Signature

1-29-16

Date

APPLICATION FOR COMMUNITY SERVICE

BOARD OF ADMINISTRATIVE APPEALS
BOARD MEMBER – FIVE (5) 4- YEAR vacancies

Print your name: Deborah M Simpson
Address: Pampas Circle City: Antioch
Zip Code: 94531
e-mail address:
Employer: Retired from General Services Administration
Address: Golden Gate Avenue. San Francisco, CA
Occupation: Retired Employee and Labor Relations Specialist
Years Lived in the City of Antioch: 15 ½ Years

List the three (3) main reasons for your interest in this appointment:

I have been a homeowner in Antioch for over 15 years and I would like to serve in my community by providing assistance to the City of Antioch in a field, which I enjoy. I believe I can use my 30 plus years of experience in human resources and over 15 years in employee and labor relations. I believe in integrity, values and fairness and feel I can bring these attributes to the community, in which I reside.

Have you attended any meetings of this board: Yes

Have you had any previous city community service on this board? (If yes, please explain:

I currently serve as a Board Member on the Administrative Board of Appeals since 2005 and would like to continue the opportunity to serve as a board member.

What skills/knowledge do you have that would be helpful in serving on the Board of Administrative Appeals?

I served as the senior employee and labor relations specialist for the GSA Office of Human Resources, servicing over 800 employees. As the senior technical expert, I provided substantial management advisory services on employee and labor relations matters; in the areas of discipline, adverse actions, employee/supervisor responsibilities and conduct, performance management, performance based adverse actions, leave administration, and employee counseling.

I have knowledge to identify, investigate and analyze large quantities of facts and conflicting information from many sources. In my position, on a daily basis, I was involved in issues where management was depended upon my technical expertise to provide the appropriate approaches in resolving employee and labor relations matters where there was a potentially troublesome situation. I determined methods for fact-finding; interpret a variety of laws, rules, regulations, and guidelines, determined the best method to present findings and recommendations to management when providing advice and assistance.

Please indicate any further information or comments you wish to make that would be helpful in reviewing your application.

Can you attend meetings at the designated time and date? Yes

DEBORAH M. SIMPSON

Pampas Circle • Antioch, California 94531 • Phone

QUALIFICATIONS

- Over 35 years of comprehensive work experience in human resources in the Federal Sector. Specialize in Employee and Labor Relations, Performance Management, and Retirement and Employee Benefits.
- Served as the Senior Employee Relations Specialist, servicing two Regions (Pacific Rim and Northwest/Artic consisting over 800 managers and employees.
- Ability to identify, investigate and analyze large quantities of facts and conflicting information from various sources and provide required action.
- Represented the agency at hearings, appeals, arbitration and/or served as authoritative expert advisor in mediations and federal cases with regional counsel.

WORK EXPERIENCE

January 2016 – Present
January 2012- December 2015

**San Francisco Civic Center Chapter (Non-profit)
Blacks in Government (BIG), San Francisco, California**
Chapter President
First Vice President (Program and Planning)

Serves as Chair of the Executive Committee and conducts chapter meetings; shall recommend to chapter membership changes in programs and procedures; shall present chapter annual reports at regional council meetings, requisition for the disbursement of funds, and shall provide oversight on activities of the various committees, and make appointments as necessary

January 1977 – December 2012

U. S. General Services Administration,
Office of Human Resources, San Francisco California
Senior Employee/Labor Relations Specialist

Provided advice and guidance to management in the establishment and maintenance of supervisor-employee relations that will contribute to exceeded standards of productivity, motivation, morale, and discipline. Advised management on federal/state laws, regional procedures, in disciplinary actions, grievances, and appeals. Reviewed management proposals and action documents for adequacy, consistency and appropriateness, while recommending administrative remedies to undesirable or dysfunctional personal work situations. Represented the agency in third-party hearings; arbitrations and mediations. Served as technical expert in human resource programs. Develop and presented training to managers and employees regarding various human resource programs.

January 1976 – January 1977

U. S. Department of Justice
Immigration & Naturalization Service, San Francisco, CA
File Clerk

Maintained records, files and documents in the records department for immigrants. Performed record searches and verified status of individuals to field personnel and border patrol agents at US Ports of Entry.

EDUCATION

California State of San Francisco, CA
SF City College, San Francisco, CA
Diablo Valley College, Pleasant Hill, CA
Mission High School, San Francisco, CA

September 2008 – January 2009
September 2006 – January 2007
January 2005 – May 2006
August 1974



APPLICATION DEADLINE: 4:30 p.m. Friday, January 29, 2016

APPLICATION FOR COMMUNITY SERVICE

BOARD OF ADMINISTRATIVE APPEALS

Board Member - Five (5) 4-year vacancies

Print your name: Andrew Schleder

Address: Meadow Lake City: Antioch

ZIP Code: 94531 Phone (H) _____

e-mail address: _____

Employer: Mistras Group

Address: Washington Ave City: Point Richmond

Occupation: Office Manager

Years lived in the City of Antioch: 29 years

List the three (3) main reasons for your interest in this appointment: _____

1) Pride in Antioch. I am trying to give back to the community.

2) Trying to make the city a better place and get involved

3) I have enjoyed my experience as a Member for the last few years.

Have you attended any meeting of this board? Yes

Have you had any previous city community service on this board? (If yes, please explain) I was on the board for one term in the 1990's and because I enjoyed it, I applied again.

What skills/knowledge do you have that would be helpful in serving on the Board of Administrative Appeals? Almost 10 years experience and ability to be fair.

Please indicate any further information or comments you wish to make that would be helpful in reviewing your application.

I have enjoyed my time on the board and would like to continue to serve the board.

Last year, I had some time conflicts with work. My schedule has changed and I should be able to make all meetings in the future.

Can you attend meetings at the designated time and date? Yes

PLEASE ATTACH YOUR RESUME (REQUIRED TO BE CONSIDERED FOR APPOINTMENT).

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

The top candidates will undergo a background check by the Antioch Police Department prior to appointment and board members are required to file a annual FPPC Form 700 (Statement of Economic Interest) with the City Clerk.

DELIVER OR MAIL TO: CITY CLERK'S OFFICE
City of Antioch
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007



Signature

Andrew J. Schleder

29 Jan 2016

Date

Andrew J Schleder

Education 1990 M.B.A John F Kennedy University Walnut Creek, Ca
 1986 B.A. Business-Math Minor Sonoma State University Rohnert Park, Ca

Work History

**Aug 2014 - Present Mistras Group Richmond Chevron Refinery Point Richmond, CA
Office Manager**

Responsible for weekly Payroll of 80-150 employees.
Responsible for collecting \$1.6MM/month from client.
Responsible for Comdata and Per Diem.
Responsible for weekly recaps to assure accuracy of weekly payroll.

4 Years STARCON, Matrix and Timec Office Manager

Travel to various refineries throughout United States for turn-around projects. Responsible for weekly payroll (usually 100-200 employees). Weekly reconciliation of \$1MM month in payments to employees and \$1MM collected from our client. Also handle A/P and A/R. Responsible for creating and writing 100+ page procedure guide for department. Jobs require excellent grasp of contracts and payroll issues. Expert user of Track system (Valero, Tesoro, Shell) and CCM (Conoco-Phillips). Also familiar with Shell Pipeline and Chevron's Maximo and Ariba systems.

5 Years Valero Refinery Benicia, CA Sr. Acct-Financial Reporting Analyst

Responsible for reconciling input and output of inventory valued at over \$250MM.
Send daily profit and loss report stating our refineries income for the previous day.
Responsible for many management and government financial reports using Excel and SAP.
Very active in Sarbanes-Oxley reporting, internal and external audits and Solomon Reports.

10 Years Chevron USA Concord, CA Various Positions

Cost Accountant, Financial Analyst, Analyst Fraud/Misuse, Accountant Bank Desk, Marketing Help Desk, Special Functions, Consumer Collections and Customer Service.

Community/Other

College Professor Mathematics and Computers (Excel) Heald Business College-Part Time Volunteer
Activities include: Foster a Dream (three years), School Site Council (four years), Project Read (two years), Antioch Administrative Appeals Board (six years).

RECEIVED

JAN 14 2016

CITY OF ANTIOCH
CITY CLERK



APPLICATION DEADLINE: 4:30 p.m. Friday, January 29, 2016

APPLICATION FOR COMMUNITY SERVICE

BOARD OF ADMINISTRATIVE APPEALS

Board Member - Five (5) 4-year vacancies

Print your name: FREDERICK ROOSE

Address: CROCKER WAY City: ANTIOCH

ZIP Code: CA Phone (H) _____ (W) - (C) -

e-mail address: _____

Employer: SELF

Address: _____ City: _____

Occupation: Retired

Years lived in the City of Antioch: 17

List the three (3) main reasons for your interest in this appointment: _____

Community Service
CONCERNED ABOUT CITY IMAGE
BEHEMMENT OF CITY IN GENERAL

Have you attended any meeting of this board? Yes

Have you had any previous city community service on this board? (If yes, please explain) CURRENT VICE CHAIR, ALSO ON BOARD
SEVERAL YEARS.

What skills/knowledge do you have that would be helpful in serving on the Board of Administrative Appeals? I AM FAIR BUT FOLLOW THE RULES.
GREAT COMMUNICATIONS SKILLS. I UNDERSTAND OUR
CITY + GOALS FOR THE FUTURE

Please indicate any further information or comments you wish to make that would be helpful in reviewing your application.

H/A

Can you attend meetings at the designated time and date? *yes*

PLEASE ATTACH YOUR RESUME (REQUIRED TO BE CONSIDERED FOR APPOINTMENT).

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

The top candidates will undergo background check by the Antioch Police Department prior to appointment and board members are required to file a annual FPPC Form 700 (Statement of Economic Interest) with the City Clerk.

DELIVER OR MAIL TO: CITY CLERK'S OFFICE
City of Antioch
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007



Signature

1/11/2016

Date

**Frederick Rouse
Crocker Way
Antioch, CA 94531**

I am a proven leader in managing a worldwide Program Management Team with the target of establishing, developing, directing the process of delivering products from concept to introduction to market, managing my staff through effective team building, training, coaching and goal based targets.

My focus is on organizational development and corporate product delivery. Help my client manage staffing and the procurement, selection, engagement and tracking of contingent (non-employee) workers. I am experienced in multiple industries including High-tech start up, shipping, enterprise software and hardware and including hiring, training, employment law, and company compliance. I specialize not only in managing people but in building business and organizational processes, partnerships, managing internal PMO office and opening communication channels within a company. I also have managed contracts, worked with legal to determine the best results and cost controls.

In addition I have also driven and won at consistently improving service levels and customer relationships by strategizing and implementing policy and procedures to provide world-class operations and on time delivery of product. I drive to manage costs and addresses critical issues including: Supplier Management, Worker Classification, Lifecycle Tracking, Co-employment, Headcount & Expense Tracking and 1099 Compliance. With the target of outperforming customer expectations, I am a proven leader and excellent in my communication skills. I have the ability to manage multiple and competing priorities, meet deadlines, operate within budget goals, meeting quality expectations and function independently work driving contracts and interface with vendors while collaborating effectively in a team environment.

What makes me a good fit for your position?

1. My leadership of a worldwide Staff of 20-50 worldwide based employees.
2. My working directly in a customer response team – both in sustaining, issue resolution, prioritizing with the focus on overall customer satisfaction.
3. My experience and clear knowledge of Waterfall, Phase gate and other LCM models.
4. My development of dashboards, timelines, estimates, reports, strategies and other graphical representations of the status of a project or program.
5. My excellent communication skills. My focused understanding of ROI and the impact of such on a global business.
6. The fact that I put our customer quality and satisfaction first.
7. My ability to design and develop internal process changes and implement these changes.
8. The fact that I have reported to SVP/CEO of major corporations.
9. My leadership in developing sustained and trusted relations in cross-functional teams.
10. My experience in contract negotiation on the company side and the customer side (both inbound and outbound) including legal, purchasing, customer expectations, internal communication of deliverables and commitment to closure.

Employment History:

Owner**RouseSolutions4U**

December 2011 – Present (2 years 10 months) Antioch, CA

I am an innovative, dynamic and highly energetic Sr. business consultant with a proven ability to identify and capitalize on business opportunities. I previously achieved rapid progression in major projects from the planning stage through to implementation and completion. I am a driven individual, comfortable in handling key accounts whilst exceeding service expectations. I possess an outstanding track record of understanding, defining and shaping customers' needs. I am pro-active and I have a proven ability to improve processes and people by promoting best practice procedures.

I am presently looking for a Sr. Management opening with a company that is forward thinking and ambitious.

Sr. Director of Program Management**Sybase an SAP Company**

January 2001 – December 2011 (11 years)

Assemble project teams with direct cradle to grave product responsibility. Develop standards and processes that support product delivery, quality testing, metric tracking and product life cycle flows. Develop product release plans that identify and communicate product goals, revision history, features list enhancement plans and product positioning. Considerable expertise in developing detailed plans for complex projects involving challenging requirements, limited resources, and fixed deadlines.

Sr. Program Manager**Synopsys, Inc.**

August 1998 – December 2000 (2 years 5 months)

Establish, publish and maintain the master release schedules, track and coordinate the tasks for all EPIC product releases and updates for 5.X and beyond. Provide support for product schedules, processes and information on release dates to both internal and external Synopsys contacts. Manage and insure the "on-time" delivery of all products measured against the approved and released project schedules. Work directly with all product teams, management and peers to help establish standards for release methodologies and promote these standards throughout the EPIC division.

Sr. Manager Field Applications Systems**DHL Airways**

January 1996 – August 1998 (2 years 8 months)

Initial charter was focus on developing, executing and monitoring project plans for new software product introduction tasks, and creating go-to field strategies, roll-out programs with identified partners. Worked closely with R&D and manage the development project through alpha, beta and final release phases, participate in QA and help develop test cases for the new

product. Provide technical consulting and support to DHL field sites using company's state of the art scanning and wireless communications product, conducting product benchmarks and performing technical presentations to potential customers.

Program Manager, Electronic Design Automation Products

Cadence Design Systems, Inc.

July 1994 – January 1996 (1 year 7 months)

Direct program management responsibility for scheduling, resource management, product release management, program tracking and product delivery. Assemble project teams with direct cradle to grave product responsibility.

Sun Microsystems Federal, Inc. - Program Manager, Federal Programs

Sun Microsystems, Inc.

May 1984 – May 1994 (10 years 1 month)

Developed functional specifications, selected design engineering sub-contractor and began implementation of a program supporting Federal contractual requirements for CALS compliant reporting using ORACLE database development software. Fred was responsible for the implementation of the SASS/DIA program, which included the configuration and release of over 300 unique products. Established and maintained Cullinet database integrity program that included the development of security profiles for all users within the Federal Division. Responsible for divisional productivity improvement through the development and release of a customized GUI that allowed for improved workstation use. Project Manager representing Technical Services in the complete corporate conversion from ASK MAN/MAN MRP system to Cullinet IDMS MRPII system - 2 year project. Fred designed the automated design change control tracking system that allowed faster processing of change requests and related documentation.



RECEIVED

JAN 28 2016 REC'D

CITY OF ANTIOCH CITY CLERK



APPLICATION DEADLINE: 4:30 p.m. Friday, January 29, 2016

APPLICATION FOR COMMUNITY SERVICE

BOARD OF ADMINISTRATIVE APPEALS

Board Member - Five (5) 4-year vacancies

Print your name: Ademuyiwa "Ade" Adeyemi

Address: A Street City: Antioch

ZIP Code: 94509 Phone (H) _____

e-mail address: _____

Employer: Adelectronics Administrative Services

Address: A Street City: Antioch

Occupation: Consultant

Years lived in the City of Antioch: 25

List the three (3) main reasons for your interest in this appointment:

Services to my community example to my sons
Involvement and knowledge of City rules & Regulations
Working with people from all walks of life.

Have you attended any meeting of this board? Yes

Have you had any previous city community service on this board? (If yes, please explain) Yes. I am a board member of the Administrative Appeals.

What skills/knowledge do you have that would be helpful in serving on the Board of Administrative Appeals? Working with others on a team,
listen and making rational decisions that is fair
to both parties. Learning more about city rules
and regulations

Please indicate any further information or comments you wish to make that would be helpful in reviewing your application.

I have served previously on the board of Administrative appeals as an alternate board member.

I have served as president of my Home owners Association in Antioch.

Running my own company over the past 12 years and dealing with the public has given me the sense to serve with the heart of customer service to all I come in contact with.

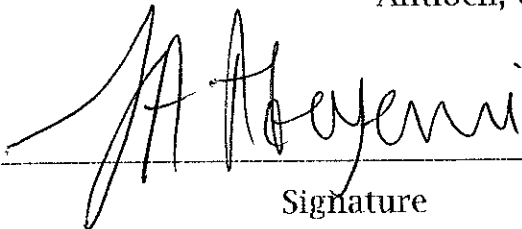
Can you attend meetings at the designated time and date? Yes

PLEASE ATTACH YOUR RESUME (REQUIRED TO BE CONSIDERED FOR APPOINTMENT).

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

The top candidates will undergo a background check by the Antioch Police Department prior to appointment and board members are required to file a annual FPPC Form 700 (Statement of Economic Interest) with the City Clerk.

DELIVER OR MAIL TO: CITY CLERK'S OFFICE
City of Antioch
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007


Signature

1/27/16
Date

ADEMUYIWA "ADE" ADEYEMI
Antioch, CA 94531

QUALIFICATIONS

- **25+ years** experience in manufacturing with strong background in management, supervision and Customer Service
- Flexible, highly motivated individual with excellent communication and organizational skills.
- Able to achieve positive results working with people at all levels and cultural background
- Demonstrated commitment to Quality Assurance in Laser, Networking and Manufacturing.

PROFESSIONAL EXPERIENCE

Adletronics Administrative Services Inc. Antioch, CA

1998-Present

Manager

- Working jointly with FBI, DOJ, Sectary of State California, Immigration and Naturalization Services and Department of Home Land Security on getting individuals processed for security clearance on government issues and matters pertaining to state security
- Started-up and managed Administrative Service Company targeting small businesses and individuals. Contacting potential customers for on-call service and contract business. Responsible for all company advertising and brand promotion activities.
- Maintaining accurate records of accounts and customers. Ordered parts and maintained inventory.
- Working jointly with City and State police to develop and implement Child Identification program to aid in the event of a missing Child
- Ability to execute business strategy
- Set and forecasted both business and professional goals; train center management in those skills
- Project management and budgeting expertise; excellent time management and organizational skills
- Manage complex 7 day a week business
- Interpret competitive information; develop strategies and tactics to respond to market changes
- Coaching and developing staff to success

- Identify risks and opportunities and build a business case for necessary investments
- Quick books usage including Invoicing, Shipping and Receiving
- Managing eBay Stores, Invoicing, Shipping and Receiving

Nuevo Real Estate Services
Manager

2002-2007

- Managed real estate agents and Loan officers in daily activities
- Managed and delivered operating income targets while growing top line performance
- Developed and executed the short and long term strategies within the area to achieve growth
- Communicated and implemented company-wide strategy, initiatives, and programs
- Drive excellence in the student experience
- Managed adherence to Company policy and compliance activities
- Identify market prospects and focus on areas with the greatest improvement opportunities
- Strengthened center operations to deliver an excellent experience
- Collaborated with MD/CEO'S to prioritize and evaluate new market opportunities

Cyra Technology, San Ramon, CA
SENIOR ENGINEER (TECHNICAL SUPPORT)

2001-2002

Served as sole support to a group of eight field engineers in areas including vendor management, procedures documentation, and testing:

- Coordinated and monitor activities of external manufacturing supplier engineering groups and contract product design groups' related activities, and any current and/or future in-house engineering staff in paper shredder category.
- Ensure product designs are properly conceived, executed, evaluated, qualified, and maintained in manufacturing to meet specified performance expectations.
- Drive and support new product development (NPD) projects, hands-on and through domestic and offshore engineering resources, internal and external.
- Collaborated with the Marketing and Product Management team to manage product sourcing and manufacturing activities and resources.
- Provided technical leadership, guidance and support to QA function, developing performance specs collaboratively with Marketing and Product Management team,
- Ensured conformity through test protocols, corrective action plan development, defectives analysis and continuous improvement.

Cisco Systems, San Jose, CA
SENIOR SYSTEMS SUPERVISOR

2000-2001

- Supported and assisted Wireless Department Engineers:
- Monitors the daily operations on the production floor - responsibilities include scheduling, staffing, training and troubleshooting to ensure that all production operations are in full compliance with safety guidelines.
- Thorough knowledge of the theory and principles of the manufacturing operations to troubleshoot production problems and take corrective action.
- Issues discrepancies and work with cross-functional department(s) to close the discrepancies and implement appropriate corrective actions.
- Identifies issues, analyze and find solutions to meet short and long term goals
- Reviews production documents for adequacy and revise as necessary
- Ensure all equipment is operational and properly maintained
- Conducts interviews and makes hiring recommendations,
- Maintain departmental goals and establish development plans for direct reports
- Ensure direct reports are properly trained, and that all training is documented
- Reviews time off requests, and approve timecards,
- Assesses direct reports performance periodically and provide timely feedback
- Acts as a mentor and provides leaderships for direct reports

Solectron Corporation, Milpitas, CA
SENIOR SUPERVISOR (ENGINEERING)

1997 – 2000

- Supervise and train personnel in manufacturing operations in a manner consistent with the Company's policies and procedures.
- Supervise personnel and production work-flow, while ensuring that all personnel are wearing proper safety equipment and that safety awareness is maintained throughout the shift.
- Ensure that individuals are properly trained and their job functions are being performed correctly.
- Report to Maintenance and/or the Safety Coordinator any safety hazards or equipment malfunctions and/or maintenance.
- Complete verbal and written disciplinary warnings and/or counseling in accordance with the Company's policies and procedures.

- Prioritize work orders to meet due date deadlines.
- Ensure all production schedules are completed at the end of the shift and that Company quality standards are met each day.
- Contributed to building an enthusiastic and rewarding work environment through efficiency and teamwork.
- Emergence Response Team Leader.

Altatron Inc. Fremont, CA
TEAM LEADER (ELECTRONICS)

1996 – 1997

- Led four Technicians in circuitry board troubleshooting and testing.
- Lead and ensure safety, quality and waste reduction initiatives
- Supervise Team Members and manage Human Resources issues such as attendance and behavior issues and corrective measures.
- Understand key performance indicators to monitor and assess effectiveness and efficiency
- Assess and analyze current practices and make recommendations for improvement
- Direct and coordinate the activities of team members engaged in the production of goods
- Develop, train and ensure compliance of standardized work
- Continuous improvement of standardized work
- Respond to abnormalities with respect to production concerns
- Investigate safety incidents thoroughly and implement effective countermeasures.

First Image Corporation. Concord, CA
COMPUTER OUTPUT MICROFICHE/LASER OPERATOR SUPERVISOR

1987 - 1996

- Coordinates and informs Department Manager of any issues affecting production orders.
- Assures and verifies that all production is within the department's budgeted standards (i.e. downtime, waste, yield, overweight, efficiencies, overtime, expenses, etc.).
- Conducts departmental training for production employees and maintains accurate records (i.e. Quality System, safety and work instructions, production efficiency, etc.)
- Conducts performance evaluations of subordinates and develops personnel for future opportunities.
- Assure that all employees follow company policies, procedures and established work instructions.

- Resolves any employee issues and documents disciplinary actions and superior performance recognitions for all employees.
- Obtain production schedule, request necessary work materials distribute among the operators and line workers.
- As Team Leader, brought manufacturing back online only 12 hrs after 1989 earthquake.
- Awarded Employee of the Month, June 1990.

TECHNICAL SKILLS

- MS Windows 8, 7, XP/VISTA/NT, Office, Word, Excel, PowerPoint, Access, Outlook email, and Calendar, web based email, Internet Explorer, Firefox,, Quick Books
- Cisco Routers, Genrad 2886, HP Intercircuitry Test Equipment, Oscilloscopes, Logic Probe, AC Generator, Multimeters, Soldering & Wire wrapping, Logic Analyzer.

EDUCATION

- A.A. in Business Management, Los Medanos College, Pittsburg, CA, May 2002
- Cisco Networking Certification, Los Medanos College, Pittsburg, CA, March 2001
- AS-Electronics and Electrical Technician, Heald Technical College, San Francisco, CA, October 1986
- California Department of Real Estate License, October 2003
- California Notary Public License, January 2003
- California Department Of Justice Certification, November 2004
- Immigration Consultant Certification, August 2007

Extra Activities

2013-Present

Alternate Board Member at City Of Antioch, California at City of Antioch

The Board hears administrative appeals dealing with Municipal Code interpretations.

2002-2003

Board member of Contra Loma Estate Home Owners Association

- Attend monthly board meetings and made decisions on issues that arise on monthly bases
- Work with lawyers and Insurance companies on 328 Unit condominium units
- Work with City Police on security concerns
- Review Contracts and disburse payments to Contractors and employees.

2004-2008

President of Contra Loma Estate Home Owners Association

- Preside over monthly meetings and public forum with owners and renters of a condominium unit
- Worked with four other board members on the operation of 328Units Condominium
- Signed and approve contracts for employees and contractors
- Inspect and approve structural work done on premises
- Administer penalties and work with owners and renters on coming up to code on the condo unit
- Listen to appeals and make consensus decisions with other board members on outcome of each case

1999-2000 & 2003-2004

Volunteered on Senator Tom Torlakson's campaign for State Senate as Information database Manager

- Complied and developed database information on all campaign contributors and potential donors.
- Worked with the accountants and financial analyst to make monthly reports so as to file monthly reports to federal and state government

2004-2005

Volunteered on Emmanuel Gbenga Ogunleye's campaign for state Assembly office as Information database Manager

- Complied and developed database information on all campaign contributors and potential donors.
- Worked with the accountants and financial analyst to make monthly reports so as to file monthly reports to federal and state government

Association Member

- Kiwanis Club
- California Chamber of Commerce
- Antioch Chamber of Commerce

Awards

- 2002 Honorary Co-Chairman Business Advisory Council
- 2001 Honorary Co-Chairman Business Advisory Council
- 1997 Appreciation Award for Effective Cost Savings
- 1990 Employee of the Month Award



EXTENDED APPLICATION DEADLINE DATE: 4:30 p.m. Friday, February 19, 2016

APPLICATION FOR COMMUNITY SERVICE

BOARD OF ADMINISTRATIVE APPEALS

Board Member - Five (5) 4-year term vacancies

Alternate Board Member (2-year term) vacancy

Print your name: MARTIN T. GONSALVES

Address: W. Sixth Street City: Antioch

ZIP Code: 94509 Phone (H) _____

e-mail address: _____

Employer: Self-Employed Attorney at Law

Address: W. Third Street City: Antioch

Occupation: Attorney at Law

Years lived in the City of Antioch: 33 years

List the three (3) main reasons for your interest in this appointment: _____

* Community Service

* Conflict Resolution

* Professional Advancement

Have you attended any meeting of this board? Yes

Have you had any previous city community service on this board? (If yes, please explain) Yes. I served on this Board of Administrative Appeals for several terms in the past. Appointed by Don Frietas. Served as Chairman for one term.

What skills/knowledge do you have that would be helpful in serving on the Board of Administrative Appeals? As an Attorney, I am able to quickly distill facts and resolve issues. I am familiar with judging testimony and examining documents and other evidence. I am familiar with the administrative process.

Please indicate any further information or comments you wish to make that would be helpful in reviewing your application.

I attended Antioch schools all my life. I have been an Antioch resident since 1983. I have owned my home and lived on Sixth St in Antioch since 1987.

I am a Board Member of The Lone Tree Golf Corporation, which operates the golf course and events center.

I have taught Business Law at Los Medanos College since 1985.

I have an open mind and treat everyone fairly.


Can you attend meetings at the designated time and date? Yes.

PLEASE ATTACH YOUR RESUME (REQUIRED TO BE CONSIDERED FOR APPOINTMENT).

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

The top candidates will undergo a background check by the Antioch Police Department prior to appointment and board members are required to file a annual FPPC Form 700 (Statement of Economic Interest) with the City Clerk.

DELIVER OR MAIL TO: CITY CLERK'S OFFICE
City of Antioch
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007



Signature

2/12/16

Date

MARTIN T. GONSALVES

West Sixth Street Antioch, Ca 94509 Home Phone

OBJECTIVE

Obtain an appointment to the City of Antioch's Board of Administrative Appeals

EMPLOYMENT

ATTORNEY AT LAW
Law Office of Martin T. Gonsalves 1985 TO PRESENT
Antioch, Ca

Sole Practice representing a diverse client base in a multitude of legal concerns.

Boatwright, Adams and Bechelli
Associate Attorney 1983-1985
Concord, Ca

BUSINESS LAW INSTRUCTOR 1985 TO PRESENT
Los Medanos College *Pittsburg and Brentwood Campus*
Part time Business Law Instructor. Class focuses on California Law with one chapter on
Administrative Law and Procedure.

I am a past board member of this Board of Administrative Appeals

I am currently a member of the Board of Directors for Lone Tree Golf Corporation

EDUCATION

JURIS DOCTORATE 1980-1983
UC HASTINGS COLLEGE OF THE LAW *San Francisco, Ca*

CALIFORNIA STATE UNIVERSITY, SACRAMENTO 1976-1980
Bachelors of Arts-Criminal Justice Administration
Graduated with Honors

SKILLS


- Work well with other
- Work towards consensus
- Problem solver
- Good listener
- Very Familiar with Real Estate laws



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 12, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Resolution Approving One (1) Code Enforcement Manager Position
Authorizing the Appropriate Budget Adjustment

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving one (1) Code Enforcement Manager position and authorize the appropriate budget adjustment.

STRATEGIC PURPOSE

Long Term Goal D: Blight Eradication. Eradicate blight through code enforcement and blight abatement.

Strategy D-1: Improve existing community partnerships and realize new partnerships to help improve neighborhoods and reduce blight.

Strategy D-2: Create a multifaceted team of resources that can assemble to address areas that habitually experience any combination of criminal, illegal, blighting, and nuisance activities and/or conditions.

FISCAL IMPACT

The salary range (without benefits) for one (1) Code Enforcement Manager in the Community Development Department is \$83,352 - \$101,316. The total annual range of cost of funding one (1) Code Enforcement Manager is (Step A – Step E) \$150,875 - \$178,400. It is recommended that staff budget for two months of cost for the FY2015/16 budget and a full year of cost for FY2016/17 and that this position be funded with Measure C.

DISCUSSION

With the resignation of the Deputy Director Community Development, management has decided that the City and Community Development Department are best served with a Code Enforcement Manager and a Planning Manager.

The Code Enforcement Manager, under administrative direction, directs, manages, supervises, and coordinates the activities and operations of the Code Enforcement Division with the Community Development Department.

Some of the duties of the Code Enforcement Manager are:

- Manage and participate in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommend and administer policies and procedures.
- Meets with the public, City staff, and community and business groups to coordinate code enforcement activities.
- Attend and participate in professional group meetings; maintain awareness of new trends and developments in the field of code enforcement; incorporate new developments as appropriate.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.

The Code Enforcement Manager position is part of the Management (Mid-Management/Professional) bargaining unit.

ATTACHMENTS

- A. Resolution approving one (1) Code Enforcement Manager position and authorizing the appropriate budget adjustment.
- B. Code Enforcement Manager Class Specification

RESOLUTION NO. 2016/XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING ONE (1) CODE ENFORCEMENT MANAGER POSITION FOR TWO
MONTHS IN THE FY2015/16 BUDGET AND ONE YEAR IN THE FY 2016/17
BUDGET AND AUTHORIZING THE APPROPRIATE BUDGET ADJUSTMENT**

WHEREAS, the City would like to effectively and efficiently provide code enforcement services in support of the City's policies, procedures and initiatives; and

WHEREAS, the City would like to improve existing community partnerships and realize new partnerships to help improve neighborhoods and reduce blight; and

WHEREAS, the City would like to eradicate blight through code enforcement and blight abatement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch as follows:

Section 1. That one (1) Code Enforcement Manager position is hereby approved to be funded for two months in the fiscal year 2015/16 budget and one year in the fiscal year 2016/17 budget and that this position be funded with Measure C; and

Section 2. The Finance Director is authorized to make the necessary adjustments to the fiscal year 2015/16 budget and the 2016/17 budget to effectuate this change.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 12th day of April, 2016, by the following vote:

AYES:

NOES:

ABSENT:

**ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH**

CODE ENFORCEMENT MANAGER

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under administrative direction, directs, manages, supervises, and coordinates the activities and operations of the Code Enforcement Division within the Community Development Department; coordinates assigned activities with other divisions, departments, and outside agencies; and provides highly responsible and complex administrative support to the Community Development Director.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Assume management responsibility for assigned services and activities of the Code Enforcement Division, including code enforcement and residential rental inspections.
2. Manage and participate in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommend and administer policies and procedures.
3. Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within departmental policy, appropriate service and staffing levels.
4. Plan, direct, coordinate, and review the work plan for code enforcement staff; assign work activities, projects, and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.
5. Select, train, motivate, and evaluate personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
6. Oversee and participate in the development and administration of the division's annual budget; participate in the forecast of funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement adjustments.
7. Meets with the public, City staff, and community and business groups to coordinate code enforcement activities.
8. Serve as the liaison for the Code Enforcement Division with other divisions, departments, and outside agencies; negotiate and resolve sensitive and controversial issues.
9. Serve as staff on a variety of boards, commissions, and committees; prepare and present staff reports and other necessary correspondence.
10. Provide responsible staff assistance to the Community Development Director; conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to code enforcement programs, policies, and procedures as appropriate.

**CITY OF ANTIOCH
CODE ENFORCEMENT MANAGER (CONTINUED)**

11. Attend and participate in professional group meetings; maintain awareness of new trends and developments in the field of code enforcement; incorporate new developments as appropriate.
12. Respond to and resolve difficult and sensitive citizen inquiries and complaints.
13. Review and submit violation complaints and/or inspection warrants with the court system; maintain appropriate records, and testify as necessary.
14. Perform related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Operational characteristics, services, and activities of a code enforcement program.
- Applications of City municipal codes and regulations.
- Methods and techniques of field inspections, investigation, and evidence preservation.
- Principles and procedures of record keeping.
- Principles and practices of research and report preparation.
- Principles and procedures of administrative and legal proceedings.
- Laws, legal processes, and court procedures, including case filing, evidence presentation, and testimony.
- Various business enterprises and their methods of operations
- Methods of public contact associated with compliance, collections, and investigative work.
- Principles and practices of an effective customer service program.
- Principles and practices of program development and administration.
- Principles and practices of municipal budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Zoning, housing, vehicle abatement, and nuisance abatement codes.
- Program monitoring and evaluation methods.
- Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

- Oversee and participate in the management of a comprehensive code enforcement program.
- Conduct field investigations and determine if codes have been violated.
- Learn the ordinances, policies, procedures, forms, practices, and significant aspects of businesses associated with assigned activities.
- Advise property owners, contractors, and other responsible parties of code violations and changes needed to conform with standards.
- Oversee, direct, and coordinate the work of lower level staff.
- Select, supervise, train, and evaluate staff.
- Participate in the development and administration of division goals, objectives, and procedures.
- Prepare and administer large program budgets.
- Collect, analyze, compile and evaluate data and prepare clear and concise administrative and financial reports.

**CITY OF ANTIOCH
CODE ENFORCEMENT MANAGER (CONTINUED)**

- Make effective public presentations in sometimes challenging situations; diffuse anger and negotiate compliance; negotiate and resolve conflicts.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Create and encourage neighborhood improvement organizations.
- Develop lesson plans, teaching materials, and goals for community education.
- Maintain accurate and detailed logs and records of work performed.
- Work independently in the absence of supervision.
- Respond to request, inquiries and complaints from the general public.
- Understand and follow oral and written instructions; communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Work a flexible schedule, including some weekend hours.

Education and Experience Guidelines

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in urban planning, public administration, business administration, criminal justice, or a related field.

Experience:

Five years of increasingly responsible code enforcement or law enforcement experience including two years of administrative and supervisory responsibility.

License or Certificate:

Possession of an appropriate, valid driver's license.

Possession of a valid, current P.C. 822 certificate.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office setting with some travel from site to site and exposure to an outdoor field environment and all types of weather and temperature conditions; exposure to potentially hostile individuals and environments, noise, dust, grease, smoke, fumes, and gases; work at heights or in confined spaces; work and/or walk on various types of surfaces including slippery or uneven surfaces and rough terrain.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting and in a field environment; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; walk on uneven terrain, loose soil, and sloped surfaces; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including

**CITY OF ANTIOCH
CODE ENFORCEMENT MANAGER (CONTINUED)**

use of a computer keyboard; to travel to other locations; to operate equipment and vehicles; and to verbally communicate to exchange information.

FLSA: Exempt

Created: April 2008

Revised: September 2013

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 12, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Associate Engineer, Capital Improvements Division *SB*

APPROVED BY: *RB* Ron Bernal, Public Works Director/City Engineer *RB*

SUBJECT: Resolution Authorizing Pledged Revenue Funds to the State Water Resources Control Board for a Drinking Water State Revolving Fund Loan up to \$1,000,000 for the Brackish Water Desalination Project (P.W. 694)

RECOMMENDED ACTION

It is recommended that the City Council adopt the attached resolution and authorize the City Manager to execute a financing agreement and pledge revenue funds from the Water Enterprise Fund to the State Water Resources Control Board for a Drinking Water State Revolving Fund Loan up to \$1,000,000 for the Brackish Water Desalination Project.

STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and Strategy K-2 by protecting Antioch's Water Rights and delivering high quality water to our customers and exploring the feasibility of desalinization. By investigating and pursuing alternative potable water sources, especially in times of severe drought and to improve treated water reliability, this project is an important part of maintaining a highly functioning and reliable water system.

FISCAL IMPACT

There is no financial impact to this action. The Pledged Revenue Funds resolution is part of the Drinking Water State Revolving Fund Loan application. The cost of the loan application is included in an existing contract with Carollo Engineers.

DISCUSSION

As the purveyor of the Antioch water system, the City treats and distributes raw water obtained from two sources; the San Joaquin River and the Contra Costa Canal. The City's ability to divert water from the San Joaquin River is dependent upon the concentration of chlorides in the water. During dry years, as we are currently experiencing, the chloride levels in the river exceed that which is currently treatable at the Water Treatment Plant and therefore prohibit the City from obtaining water from the river. At these times, the City relies solely upon the Contra Costa Water District through the Contra Costa Canal for our raw water.

With pre-1914 adjudicated water rights to divert water for the needs of Antioch from the San Joaquin River, the City is in a unique and fortunate position of being able to pursue alternative means for treating water with high chloride levels. This process is often referred to as desalination, and involves removing chlorides from the water through membranes and disposing of the highly concentrated waste called "brine." The term desalination is actually more accurately used for ocean water that has very high chloride content. The chloride levels in the San Joaquin River are up to 100 times lower than that of ocean water; therefore the water is considered brackish. Chloride removal from brackish water involves a similar process, but at a greatly reduced level of effort and cost.

On January 26, 2016, the City council authorized the filing of a financial assistance application with the State Water Resources Control Board for a Drinking Water State Revolving Fund Loan up to \$1,000,000 for the Brackish Water Desalination project. This low interest loan will be used to fund additional planning, engineering and environmental certification for the project. As part of the loan application, the City is required to establish a dedicated source of revenue for repayment. Since this project will enhance the City's water system, the loan is recommended to be secured by Water Enterprise funds.

ATTACHMENTS

A: Authorizing Resolution

ATTACHMENT "A"

RESOLUTION NO. 2016/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE CITY MANAGER OR DESIGNEE TO SIGN A FINANCING
AGREEMENT, AMENDMENTS AND CERTIFICATIONS FOR FUNDING UNDER THE
DRINKING WATER STATE REVOLVING FUND (DWSRF); AUTHORIZING THE CITY
MANAGER OR DESIGNEE TO APPROVE CLAIMS FOR REIMBURSEMENT;
AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE BUDGET AND
EXPENDITURE SUMMARY; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO
SIGN THE FINAL RELEASE FORM AND PLEDGING AND DEDICATING NET WATER
REVENUES FROM THE WATER ENTERPRISE FUND TO PAYMENT OF DWSRF
FINANCING FOR THE BRACKISH WATER DESALINATION PROJECT
(P.W. 694)**

WHEREAS, the City Council of the City of Antioch seeks financing from the State Water Resources Control Board for the project commonly known as the Brackish Water Desalination Project (Project); and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that

1. The City Manager or designee is hereby authorized and directed to sign and file, for and on behalf of the City of Antioch a financial assistance application for a financing agreement from the State Water Resources Control Board for the Project;
2. The City Manager or designee is hereby authorized to sign the DWSRF program financing agreement for the Project and any amendments thereto, and provide the assurances, certifications and commitments required therefore;
3. The City Manager or designee is hereby authorized to represent the City of Antioch in carrying out the City of Antioch's responsibilities under the financing agreement, including approving and submitting disbursement requests (including Claims for Reimbursement) or other required documentation, compliance with applicable state and federal laws, and making any other necessary certifications;
4. The City of Antioch does hereby dedicate and pledge its net water revenues and its water enterprise fund to payment of the DWSRF financing for the Project. The City of Antioch commits to collecting such revenues and maintaining such fund(s) throughout the term of such financing and until the City of Antioch has satisfied its repayment obligation thereunder unless modification or change is approved in writing by the State Water Resources Control Board. So long as the financing agreement(s) are outstanding, the City of Antioch pledge hereunder shall constitute a lien in favor of the State Water Resources Control Board on the foregoing fund(s) and revenue(s) without any further action necessary. So long as the financing agreement(s) are outstanding, the City of Antioch commits to maintaining the fund(s) and revenue(s) at levels sufficient to meet its obligations under the financing agreement(s). If for any reason, the said source of revenues proves insufficient to satisfy the debt service of the DWSRF obligation, sufficient funds shall be raised through increased water

rates, user charges, or assessments or any other legal means available to meet the DWSRF obligation and to operate and maintain the project; and

5. The authority granted hereunder shall be deemed retroactive. All acts authorized hereunder and performed prior to the date of this Resolution are hereby ratified and affirmed. The State Water Resources Control Board is authorized to rely upon this Resolution until written notice to the contrary, executed by each of the undersigned, is received by the State Water Resources Control Board. The State Water Resources Control Board shall be entitled to act in reliance upon the matters contained herein, notwithstanding anything to the contrary contained in the formation documents of the City of Antioch or in any other document.

* * * * *

I DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of a resolution duly and regularly adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 12th day of April, 2016 by the following vote:

AYES:

NOES:

ABSENT:

**ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH**

A2



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 12, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Mike Bechtholdt, Deputy Public Works Director *MB*

APPROVED BY: Ron Bernal, Public Works Director/City Engineer *REB*

SUBJECT: Firebreak and Weed Disking Bid Award

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to execute an agreement for Firebreak and Weed Disking (Bid No. 988-0223-16A) with Apex Grading, Concord, CA for a term of five years in the amount of \$530,000.

STRATEGIC PURPOSE

The Firebreak and Weed Disking program supports Strategy K-1, ensuring well maintained public facilities, rights-of-way and parks.

FISCAL IMPACT

Annual funding for this program is budgeted in the lighting landscape districts zones with \$1,000 from the General Fund and \$5,500 from the NPDES Special Revenue and Water Enterprise Funds.

DISCUSSION

The City of Antioch contracts for weed abatement and vegetation management of City owned open-space establishing a minimum of 30 feet between public open spaces and privately owned properties. The program minimum standards are mandated and inspected by Contra Costa County Fire Protection District (CCCFPD) on or before July 1st of each year. Future changes to the mandates will be paid under the Extra Hourly Rates component of this contract.

The City's firebreak and weed disking areas are specifically defined under the contract. Open spaces are mowed with flail mowers and disking equipment. Areas that are inaccessible by mowers and disking equipment are made fire safe under the 'Handwork Extra Hourly Rates' component of the contract.

Future new developments with City accepted maintenance areas will be added under the Extra Hourly Rates for 'Flail Mowing' and 'Disking' operated equipment and 'Handwork' since they are not included in the existing defined areas of the contract. Some additional extra hours can be unpredictable since weather; future land development; and CCCFPD mandates are not foreseeable.

The Department of Public Works published the Firebreak and Weed Disking request for bids on January 5, 2016. The bid closed on February 23, 2016. Eight contractors were notified, two declined. We received three qualified, competitive submittals.

Although Eynon was the apparent low bidder based on total firebreak and disking areas, their price for handwork was between 2X and 10X higher than the next low bidder Apex Grading. Since handwork can be a significant cost to the contract based on existing areas as well as unforeseen locations for this type of work, staff is recommending Council award the contract to the lowest overall bidder.

The recommended action is to award this contract to the incumbent contractor Apex Grading of Concord, CA whose experience, reputation, and overall prices represent the best value to the City as specified in bid **Section I. General Conditions, Subsection 8. Award or Rejection** which states:

'The bid will be awarded to the lowest responsive and responsible bidder offering the best value to the City and will be announced by way of publishing to the City's website ([Bid Documents](#)). Best value is based on all factors, including: cost (unit prices and total prices); contractor's ability, capacity and skill; ability to perform within the time required; character, integrity, reputation, judgment, experience and efficiency of contractor; quality of contractor's performance on previous purchases or contracts, if applicable; and the ability of the contractor to provide future maintenance, repair, parts and services, if applicable.'

Eynon has been notified of the staff's recommendation to award the contract to the "overall low bidder" and has indicated they understand the City's position.

ATTACHMENTS

- A. Bid Tabulation
- B. Draft Maintenance Trade Services Agreement

ATTACHMENT A

**City of Antioch - Bid Tabulation
Firebreak & Disking Weed Abatement Bid No. 988-0223-16A**

CLOSED: Feb. 23, 2016, 2 PM			Apex Grading Concord, CA	Eynon Oceanside, CA	D & H Pinole, CA
Firebreak Areas 5 Year Totals			\$435,000.00	\$254,887.00	\$552,965.70
FA.	251 4511	Lone Tree Zone 1	\$30,000.00	\$15,793.00	\$31,537.96
FB.	251 4512	Lone Tree Zone 2	\$15,000.00	\$16,287.00	\$31,537.96
FC.	251 4513	Lone Tree Zone 3	\$15,000.00	\$34,212.00	\$42,050.64
FD.	253 4531	Almondridge Zone 1	\$15,000.00	\$4,992.00	\$18,922.79
FE.	254 4541	Hillcrest Zone 1	\$25,000.00	\$45,580.00	\$37,845.56
FF.	254 4542	Hillcrest Zone 2	\$15,000.00	\$39,235.00	\$63,075.93
FG.	254 4544	Hillcrest Zone 4	\$40,000.00	\$21,728.00	\$44,153.15
FH.	255 4551	District 1-A	\$15,000.00	\$1,559.00	\$0.00
FI.	256 4563	District 2A-3	\$15,000.00	\$7,169.00	\$25,230.39
FJ.	256 4564	District 2A-4	\$15,000.00	\$1,949.00	\$31,537.96
FK.	256 4565	District 2A-5	\$40,000.00	\$6,514.00	\$25,230.39
FL.	256 4566	District 2A-6	\$40,000.00	\$740.00	\$0.00
FM.	256 4568	District 2A-8	\$40,000.00	\$19,943.00	\$63,075.93
FN.	256 4569	District 2A-9	\$40,000.00	\$25,755.00	\$81,998.72
FO.	256 4572	District 2A-10	\$40,000.00	\$7,260.00	\$12,615.18
FP.	259 4591	District 10	\$25,000.00	\$3,916.00	\$12,615.18
FQ.	611 2320	Water Treatment Plant	\$10,000.00	\$2,255.00	\$31,537.96
Disking Areas 5 Year Totals			\$95,000.00	\$226,283.00	\$306,969.63
DA.	611 2320	Water Tanks	\$15,000.00	\$31,624.00	\$21,025.31
DB.	229 2585	Storm Channels	\$2,500.00	\$2,589.00	\$31,537.96
DC.	100 2196	Century/Delta Fair	\$5,000.00	\$5,641.00	\$42,050.64
DD.	251 4512	Mokelumne/Mark Twain	\$2,500.00	\$14,854.00	\$25,230.39
DE.	251 4513	Hansen Park/Nortonville	\$7,500.00	\$27,350.00	\$42,050.64
DF.	254 4541	East Side of Hillcrest	\$10,000.00	\$21,993.00	\$37,845.56
DG.	254 4542	Open Space W of Hillcrest	\$7,500.00	\$21,384.00	\$31,537.96
DH.	254 4544	Canada Hills Open Space	\$7,500.00	\$13,545.00	\$18,922.79
DI.	256 4563	E 18th Street	\$2,500.00	\$1,181.00	\$6,307.60
DJ.	256 4564	Mountaire and Harbour Park	\$7,500.00	\$9,563.00	\$6,307.60
DK.	256 4565	Contra Loma - James Donlon	\$5,000.00	\$13,119.00	\$25,230.39
DL.	256 4566	Putnam Street	\$2,500.00	\$18,984.00	\$18,922.79
DM.	256 4568	Antioch Community Park	\$15,000.00	\$12,037.00	\$0.00
DN.	256 4569	Eagleridge Area	\$5,000.00	\$32,419.00	\$0.00
TOTAL FIREBREAK AND DISKING AREAS:			\$530,000.00	\$481,170.00	\$859,935.33
Extra Work Hourly Rate (Including Labor, Equipment & Materials)					
		Disking:	\$100.00	\$215.00	\$80.00
		Flail Mowing:	\$100.00	\$215.00	\$75.00
		Handwork:	\$31.00	\$300.00	\$70.00

ATTACHMENT B

MAINTENANCE AND TRADE SERVICES AGREEMENT **FIREBREAKS & WEED DISKING BID NO. 988-0223-16A**

THIS AGREEMENT is made and entered into this **13th day of April, 2016** between **APEX GRADING** ("Contractor"), whose address is **PO Box 5367, Concord, CA 94524** and telephone number is **(925) 400-5372** and the CITY OF ANTIOCH, a municipal corporation ("City").

RECITALS

A. Contractor is qualified and experienced in providing services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to obtain these services from Contractor for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Contractor agree as follows:

1. **Services to be Performed.** The work will consist of providing services for the City of Antioch to per formal bid **Firebreaks & Weed Disking Bid No. 988-0223-16A** as described further in Exhibit A, Scope of Work, which is attached and incorporated to the extent consistent with this Agreement.

2. **Compensation.** The total compensation under this Agreement shall not exceed **\$530,000.00**, with the details set forth in Exhibit A, which is attached and incorporated to the extent consistent with this Agreement.

3. **Term.** The term of this Agreement will expire on **June 30, 2021**.

4. **Method of Payment.** Payment shall be made within thirty (30) days of receipt of Contractor's invoice and approval by City. Delivery of any goods shall not constitute acceptance of any goods.

5. **Indemnification.** Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

6. **Insurance.** During the term of this Agreement, Contractor shall maintain at its own cost and expense the following insurance coverage against claims for injuries to persons or damages to property that may arise from or in connection the performance of the work under this Agreement and the results of that work by the Contractor, its agents, representatives, employees or subcontractors, with insurers with an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:

a. Commercial General Liability (CGL):

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Railroad Protective Liability. If Contractor's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

c. Automobile Liability Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

d. Workers' Compensation Insurance. as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. For services deemed public works, by signing this agreement, Contractor is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

e. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. *Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad

as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

- ii. *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- iii. *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- iv. *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- v. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

e. Certificate of Insurance and Endorsements. Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

f. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

g. Higher limits. If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

7. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and other requirements set forth in the bid or contract documents; otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

8. **Warranty Against Defects.** Contractor warrants all work done and goods provided under this Agreement shall: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within 12 months following acceptance or any longer period of time provided by Contractor's standard warranty, Contractor shall be solely responsible for the correction of those defects.

9. **Labor Code Prevailing Wage.** To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

10. **Notices.** This Agreement shall be administered by ("Contract Administrator").

Any formal written notice to Contractor shall be sent to:
APEX GRADING
PO Box 5367
Concord, CA 94524

Any formal written notice to City shall be sent to:
City Manager
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

11. **Miscellaneous Provisions.**

a. City may terminate this Agreement at any time by mailing a notice to Contractor. Contractor shall be paid for that portion of goods accepted and/or work completed when notice is received. Contractor may not terminate this Agreement.

b. Contractor shall not assign or transfer this Agreement.

c. If either City or Contractor waive a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

d. This Agreement constitutes the entire understanding of the parties.

e. This Agreement may only be modified by a writing signed by the authorized representative of both parties.

f. Contractor covenants that it has obtained all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.

g. Contractor shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws.

Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous substances and disposal of hazardous wastes.

h. The Contractor will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.

i. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Contra Costa County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF ANTIOCH:

By: _____
Steven Duran, City Manager

CONTRACTOR:

By: _____
Title: _____

ATTEST:

Arne Simonsen, City Clerk of City of Antioch

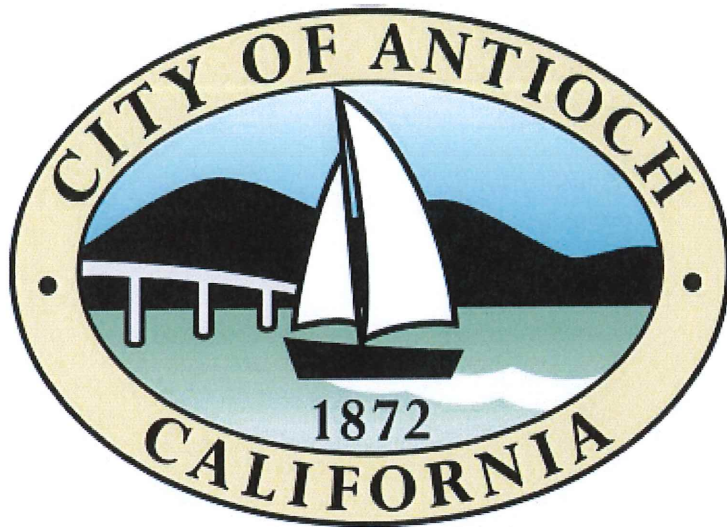
By: _____

Title: _____
(Second signature required if a corporation)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



REQUEST FOR PROPOSAL

BID NO. 988-0223-16A

FIREBREAK & DISKING

PREBID CONFERENCE: 2 PM 01/11/16

BIDS DUE: 2 PM 02/23/16

I. GENERAL CONDITIONS

- 1. General Information** - The Public Works Department of the City of Antioch, California, will receive bid responses at its office located at [1201 W. 4th Street, Antioch, CA 94509](#) on **February 23, 2016 at 2 PM.** It is your responsibility to check the City's website for any addenda that may have been issued, prior to the bid/proposal due date. www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm,

A pre-bid conference is scheduled on **January 11, 2016 at 2 pm** at the Public Works Maintenance Service Center building located at [1201 W 4th Street, Antioch, CA 94509](#) All questions must be submitted via email to mwalker@ci.antioch.ca.us by 5pm, January 15, 2016.

Questions and responses will be posted as an addendum to the RFP and contract; obtain your copy at the City's website ([Bid Documents](#)). The City will not be responsible for any other explanation or interpretations. Bidders are **NOT** to pursue City staff by telephone or in person.

- 2. Form of Bid** - The bid shall be made on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted.
- 3. Interpretation of Bids** - Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder shall submit a formal request to the Public Works Department for an interpretation thereof **prior** to the bid opening to the attention of Michelle Walker at mwalker@ci.antioch.ca.us. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum published on the City's website, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.
- 4. Addenda** - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract. It is the bidder responsibility to check the City of Antioch website, for any addenda that may have been issued prior to the bid/proposal due date.
- 5. Bid Opening** - Bids shall be delivered to the Public Works Department of the City of Antioch located at [1201 W. 4th St. Antioch, 94509](#) on or before the day and hour set for the opening of bids. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.
- 6. Late Bids** - Any bids received after the scheduled time of opening will be clocked in, but will not be opened or considered.
- 7. No Bid** - If a bid is not made, the bid form must be returned and the reason for not bidding stated; otherwise the vendor's name will be removed from the bidders list. If a bid is submitted without an amount, it will not be considered.
- 8. Award or Rejection** - The bid will be awarded to the lowest responsive and responsible bidder offering the best value to the City and will be announced by way of publishing to the City's website ([Bid Documents](#)). Best value is based on all factors, including: cost (unit prices and total prices); contractor's ability, capacity and skill; ability to perform within the time required; character, integrity, reputation, judgment, experience and efficiency of contractor; quality of contractor's performance on

previous purchases or contracts, if applicable; and the ability of the contractor to provide future maintenance, repair, parts and services, if applicable.

The City reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any minor irregularities or informalities in the bid. It is anticipated that all items will be purchased, however the City reserves the right to change quantities prior to the award. Estimated quantities and budgets are no guarantee of a certain quantity to be ordered by City. The City reserves the right to make the award to the overall low bidder, or split the award amongst the bidders. If the bid is on an "all or nothing" basis, this must be stated on the bid form.

For the purpose of evaluating bids for multiple awards, the sum of \$175.00 is considered to be the administrative cost to the City for issuing and administering each contract awarded. Individual awards will be made for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative cost.

- 9. Terms and Conditions** - The bidder shall not change the wording on the specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be considered. Conditional bids cannot be accepted.
- 10. Brand Names**- The make or brand and grade of the article on which the bid is submitted should be stated on the bid form.
- 11. Payment Terms** - Must be indicated by filling in the proper blanks on the bid form. Cash discounts of less than 20 days will be considered net. The standard terms at the City of Antioch are Net 30 days.
- 12. FOB Point** - It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.
- 13. Approved Equal – Brand names and numbers, when used, are for reference to indicate the character or quality desired.** The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration if literature is submitted with the bid showing that the product is of equal or better quality and utility to that specified by the City. Determination of acceptability of any product shall be solely at the City's discretion.
- 14. Tax** - No bid shall include federal excise tax, inasmuch as the City is exempt per published IRS regulations concerning state/local governments. The City is obligated to pay applicable state sales or use taxes.
- 15. Samples** - When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request be returned at bidder's expense unless retained by City for future comparison.

- 16. Inspection** - All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.
- 17. Assignment** - No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.
- 18. Warranty** - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid. Contractor warrants all work done and goods provided under this Agreement shall at the minimum:
- meet all conditions of the Agreement;
 - shall be free from all defects in design, material and workmanship; and
 - shall be fit for the purposes intended.
- If any defects occur within said 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.
- 19. Timely Delivery** – If indicated in the bid form, bidder shall indicate time of delivery as the number of calendar days following receipt of the order by the contractor to receipt of the goods or services by the City. Time of delivery may be a consideration in the award.

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

- 20. Liquidated Damages** - If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the contractor shall pay to the City the sum of one hundred (\$100.00) dollars per day for each and every calendar day's delay in finishing the contract, in addition to any and all fees assessed by CCCFPD.
- 21. Termination for Default** - The City may, by written notice of default to the vendor/contractor, terminate the contract in whole or in part should the vendor/contractor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor/contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.
- 22. Termination for Convenience** - The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the contractor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or

portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

23. Fiscal Year - Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

24. Equal Opportunity - Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation or any other prohibited basis under federal or state law, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

25. Business License – The City of Antioch requires that any contractor doing business within the city limits must hold a valid City of Antioch Business License prior to merchandise delivery (by vendor) or services provided.

26. Governing Law - This contract shall be construed and interpreted according to the laws of the State of California with venue for any action under this Agreement in Contra Costa County, California.

27. Liabilities -- Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

28. Right to Audit -- The City of Antioch reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

29. Assignment -- In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

30. Surety Bonds – The Bidder is required to submit a bidder's bond if included on the Bid Form.

31. Prevailing Wage - Where labor is required for public work as part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractors shall pay no less than the minimum wages established by the Director of the Department of Industrial Relations of the State of California.

To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

The City reserves the right to request and review the contractor's payroll records in the form of certified payroll records. In the event certified payroll records are requested, they are to be submitted via email to mwalker@ci.antioch.ca.us. Furthermore, Contractor is to submit two sets: one complete and one redacted of private information [On the second copy the name, address and social security number of the individual employees must be redacted (blacked out)].

32. Appeals -- Any actual or prospective bidder, or contractor that has a grievance in connection with any City solicitation or award of contract may protest in writing pursuant to the provisions in Antioch Municipal Code section 3-4.03. Protestors are urged to seek resolution of their complaints initially with the using department.

33. Contract Documents - The work embraced herein shall be performed at the locations covered in this bid and in accordance with the current Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation. In addition to the State Specifications, the following will also apply: these Specifications; the Proposal; the Contract, required herein; any supplemental agreements amending or extending the work; working drawings or sketches clarifying or enlarging upon the work specified herein; and to pertinent portions of other documents included by reference thereto in these Specifications.

34. The Successful bidder shall be expected to agree to and comply with all terms addressed in the attached Sample Maintenance and Trade Services Agreement. The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Conditional bids cannot be accepted.

35. Insurance -- Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

All certificates and endorsements must be emailed to mwalker@ci.antioch.ca.us, with the name of the contract clearly identified on the certificates and endorsements AND annual renewals automatically be generated and emailed as instructed.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01), Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation: As required by the State of California.
4. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

Additional requirements if applicable:

5. Builder's Risk: Completed value of the project with no coinsurance penalty provisions for construction project.
6. Professional Liability: \$1,000,000 as needed for design/build and other professional services.
7. Contractor's Pollution Liability: \$1,000,000 per occurrence \$2,000,000 policy aggregate if hazardous materials are involved.

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

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

1. Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment

furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Certificate of Insurance and Endorsements: Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by City.

Verification of Coverage: Contractor shall furnish the Entity with original certificates and amendatory **endorsements** affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

II SPECIFICATIONS

Customer Service & Quality Assurance

Any work or assigned duties that are not performed to our standards and/or contractual agreement or the regulating agency may result in delay, reduction or discount at the contractors expense. The judgment for reduced payment or discount shall be at the City's sole discretion. In addition, the City may move to the next lowest responsible bidder if the City is not happy with the services or communication supplied by the contractor. All complaints about services rendered will be processed by the Deputy Public Works Director or designee/s. Any damages or fines placed upon the City of Antioch due to delays or poor performance by the contractor will be paid for by the contractor. Funds will be deducted from payment to the contractor.

Contractor Will Provide

Contractor to be capable of responding to requests by both email and cell phone. The Contractor shall have a representative available to meet with the City of Antioch representative from Monday through Friday 7am – 3:30 pm, except holidays. A safe and motivated crew capable of performing all work per specifications. Contractor is to keep the City informed of working locations so that the City representative can inspect the work throughout the process. At least one crew member must speak English. All labor, equipment and materials required to perform the work as specified in a safe and productive manner. Contractor will be responsible for onsite safety, traffic control and quality control. Contractor must abide by all CalTrans specified traffic control standards. All work must be in accordance with all state and local laws, codes and specifications. Workers to wear reflective vests at all times. Vehicles must be clearly labeled with company name and vehicles numbers.

Scope of Work

To provide all labor, equipment and incidentals to complete firebreak and disking weed abatement along City open spaces, trails and right-of-ways as specified and description detail of areas for weed and fire break work. Furthermore; work to be performed under the specification and as mandated by Contra Costa County Fire Protection District (CCCFPD) minimum weed abatement standards included herein and as mandated by the CCCFPD's most current revised standards for all contract years. It is incumbent upon the contractor to keep current on those standards and be responsible for compliance. Area maps are included to assist in area identification.

If late rain causes delay in completion of work between disking and hand weed abatement, contractor may be required to re-work areas to meet CCCFPD standards. If work is not completed up to current year standards no compensation will be paid to the contractor until the work has been completed up to standards. If the re-work was of no fault of the contractor then the City will pay compensation on a time and materials basis. The City's representative will make the final decision relating to work being up to standards.

If any material from the weed abatement or disking operations enters the V-ditch, said contractor shall remove all material from the V-ditch prior to inspection from the City's representative. No payment will be made until all material has been removed from the V-Ditch and it has been inspected by both the contractor and the City representative. The contractor is to report any V-ditches that are full of dirt or debris prior to work being completed. If material or debris enters the drain inlets on the V-Ditch the contractor will be required to clean them at no expense to the City. THE GOAL IS TO KEEP THE V-DITCHES CLEAN, CLEAR AND OPEN FOR STORM WATER TO FLOW.

Hours of Operation

Work can be accomplished between 7:00 a.m. and 6:00 p.m. Monday through Friday. Per Antioch Municipal Code, Section 5-17-05, construction noise is limited on weekdays, no construction noise prior to 7:00 am and after 6:00 pm, and further limited to 8:00 am and 5:00 pm if 300 feet of occupied dwellings. Work may be performed on Saturdays; however there shall be no noise producing activities until after 8:00 a.m. No work is allowed on Sundays.

Work Plan - Schedule

The contractor will be required to give the City of Antioch priority scheduling and attention for this project. Contractor shall provide City representative with a written work schedule of firebreak areas and written update on a weekly basis as to the progress of the crews. All changes from the schedule will be communicated as soon as possible. The City and Contractor will meet and discuss the starting date, starting locations, and work flow, on or before April 1st of each contract year.

Time Limitations

If it should be necessary to add additional areas of work, the following schedule shall be followed:

- 1.) Firebreak work orders given to the contractor by the City of Antioch during the period of April 1st through June 16th must be completed by June 30th per contract year and all invoices must be received by the City contract representative by July 31st each contract year.
- 2.) Firebreak work orders given to the contractor during the period of June 17th through June 30th must be completed by July 7th per contract year and the invoice must be received by the City contract representative by July 31st each contract year.
- 3.) Firebreak work orders given to the contractor after July 7th per contract year must be completed within seven (7) days and the invoice must be received by the City contract representative by July 31st each contract year.
- 4.) All additional work will be billed at the hourly rate for extra work, as provided for in the bid proposal. The City and the Contractor will meet and agree on the location and amount of time to complete any additional work as authorized by the City.

Equipment & Supplies

Contractor agrees to provide and maintain all equipment required to perform the above services. The contractor's equipment is to be of top quality and in good working order at all times. Contractor is required to supply enough equipment to complete the project on schedule.

For Disking Areas: Recommend Tractor D-2 or larger with front blade, truck and trailer disk 8 foot minimum. Four-wheel drive tractor/8-point hydraulic and disk.

Examination of Parcels, Conditions, Etc.

The bidder must carefully inspect all parcels, locations and conditions prior to beginning work. The City of Antioch will in no case be responsible for any loss or any unforeseen costs that may be suffered by the contractor as a result of the contractor's failure to inform itself of all conditions pertaining to the work. Areas are subject to change due to development.

Invoicing

With the request for payment each month, Contractor shall provide a list of areas completed. Also included shall be a list of work to be completed the next month. No payment will be made without a completed work schedule for the month, deficiencies noted and corrected, and the work plan for the next month. All information is to be provided in email format and paper copy if desired by City designee. Bidder is required to include the type of work, zone/area numbers and descriptions, and completion date on each invoice:

- **Disking – by zone and area (example below):**

- DA. 611 2320 Water Tanks

- DA1. Deerfield water tank on Via Dora Drive across from 4505 Via Dora Drive inside fence lines and area in back of tank. Note: watch out for sprinklers at edges of landscape.

- **Firebreak– by zone and area (example below):**

- FI. 256 4563 District 2A-3

- FI1. Lot next to 500 Gary on the corner of Cavallo Road and Gary Avenue, complete abatement.

- FI2. Behind 1800 to 1816 Trembath Street

The City reserves the right to add other areas for an additional cost. We may remove some areas and receive a cost savings on those areas.

Firebreaks

Minimum width – Firebreaks shall be thirty (30) feet wide with 15 foot crossbreaks in areas greater than 5 acres - from fence lines or structures unless otherwise specified on the work orders or by the most current version of the CCCFPD Minimum Weed Abatement Standards. Areas smaller than 5 acres require complete abatement.

Handwork

Contractor shall provide sufficient personnel and equipment to maintain a steady pace as to complete all firebreaks by June 30th of each contract year, unless otherwise mandated by CCCFPD.

Contractor will mulch or remove all excess debris caused by the cutting of the firebreaks so there is insufficient fuel to sustain or allow the spread of fire. Material that is not mulched to the satisfaction of the City inspector and/or CCCFPD will need to be re-mulched by said contractor.

All equipment shall be equipped with spark arrestors as to not set fire to any part of property whether public or private.

Fire extinguishers will be present on all jobsites at all times, and all personnel will be trained in the operation of the extinguishers.

Vehicles that are used to transport people and equipment are limited to asphalt or concrete trails and roadways. At no time are these vehicles to park off the pavement, on any part of open space, due to the dry and windy conditions that exist in Antioch.

Contractor is responsible for training all operators of hand equipment and shall be trained in the safe and proper use of the equipment he or she is operating.

Flail Mowers

Flail Mowers may be used instead of weed eaters or hand tools to cut the firebreaks as long as the work can be completed in a safe manner. Mowed fuel breaks shall be 60 feet wide and mowed crossbreaks 30 feet wide due to ability of the remaining surface material to support a fire growth. The contractor will be requested to give an hourly rate for flail mowing for additional areas as requested/required by the City.

City Will Provide

Inspection – The City's representative will answer questions and inspect work for contract compliance.

Budget

The City has budgeted approximately \$140,000 per contract year for this job. An additional \$25,000 will be added to the purchase order for any additional work that the City may require. The additional allocation of funds is not a promise or guarantee of work it is only in place for additional or contingency work.

Firebreak Zones & Area Descriptions

FA. 251 4511 Lone Tree Zone 1, Williamson Ranch (FA 1 – FA 8)

- FA1. Starting behind houses on the corner of Hillcrest and Prewett Ranch Drive, north, then west behind Equestrian, Pioneer, Homestead, Roundup, Hereford, to Prewett Ranch Drive. From 5133 Prewett Ranch Drive, north behind houses to Pawnee Drive.
- FA2. Starting behind 5101 Thistlewood Court and continuing west behind Tumbleweed Court to Indian Hill Drive.
- FA3. Behind houses at 5124 Grass Valley Way to 5136 Grass Valley Way.
- FA4. Parcels west of 5100 Sundance Ct to corner of Sagebrush Dr. at Indian Hill Dr., continue east to Comanche Court at Indian Hill Drive.
- FA5. Along Deer Valley High School pathway to Sagebrush Drive, then south to Prewett Ranch Drive.
- FA6. Indian Hill Drive, north behind Perry Way to Lone Tree Way.
- FA7. Indian Hill Drive to Prewett Ranch Drive along pathway.
- FA8. Indian Hill Drive to Morgan Way complete parcel abatement

FB. 251 4512 Lone Tree Zone 2 (FB 1 – FB 6)

- FB1. Start behind 2632 Strawberry Court and end behind 2408 Mark Twain.
- FB2. Start behind 2342 Mark Twain and end behind 5124 Pismo Court.
- FB3. Start behind 1948 Kern Mountain Way to 1863 Mt. Conness Court. Continue to Dallas Ranch Road.
- FB4. Start behind Sims Mountain Court, behind houses to Mokelumne Drive.
- FB5. South side starts along side of 2517 Squaw Court and parallels 49er, west to 2324 49er Court, then south behind two houses at the end of Crocker Court.
- FB6. East Dallas Ranch, South Prewett Ranch Dr. to Mokelumne Dr. @ 2035, along houses

FC. 251 4513 Lone Tree Zone 3 (FC 1 – FC 9)

- FC1. Lone Tree slope between Dallas Ranch and Golf Course Roads, behind Cougar Peak Court and Sheffels Peak Court. Finish behind 4703 Matterhorn Court.
- FC2. Area behind houses on Cache Peak that continues around water tank behind Bedford Peak, Snowmass Peak, Shavano Peak, and Torreys Peak Court.
- FC3. Start behind houses on Mesa Ridge at trail entrance north side continue behind houses on Woodhaven and Stonecrest, end behind homes on Springcrest Court.

- FC4. Start behind houses on Prewett Ranch Drive at trail entrance on Mesa Ridge south side, end behind last house next to park site on Prewett Ranch Drive, complete abatement parcel adjoining Dallas Ranch Park, east side.
- FC5. Start behind houses on Trailridge Court and continue behind houses on Stoney Gorge Way, ending on Prewett Ranch Road.
- FC6. Start behind house on corner of Prewett Ranch Drive and Mesa Ridge, continue behind houses on Southwood Way. End at Dallas Ranch Road behind Southwood Court.
- FC7. Start at 5092 Mesa Ridge Drive, west along houses behind Judsonville Drive, all the way to Fredrickson Lane, at end of landscaping.
- FC8. Nortonville Way at Judsonville Drive, west along Nortonville Way to Hansen Park. south along park to Heacock Way, east along Heacock Way to 5017 Carbondale Way. East to 5076 Judsonville Drive. North along Judsonville, back to Nortonville Way.
- FC9. Open space west of Hansen Drive , South Fredrickson adjacent to East Bay Regional Parks land.

FD. 253 4531 Almondridge Zone 1 (FD 1 – FD 3)

- FD1. Trail beginning at Oakley Road east to Philips Lane, both sides; complete abatement.
- FD2. Open lot between 3100 Filbert Street and 3032 Beechnut Court; complete abatement.
- FD3. Southwest parcel Wilson Street at 18th Street, complete abatement.

FE. 254 4541 Hillcrest Zone 1 (FE 1 – FE 23)

- FE1. Terrace View Drive behind houses from landscaped area next to 2820, to 3308 Terrace View Drive.
- FE2. Behind 3349 Hidden Hills Court to the side of 3112 Ferngrove
- FE3. Behind 3613 Leafwood Circle to 3209 Islewood Court
- FE4. Behind 3300 Baywood Circle to Bellflower
- FE5. Landscaped slope from Ferngrove to Bellflower, south side.
- FE6. Begin on Larkspur behind 2701 Bluebell and follow property line fences to Bluebonnet Court. From Bluebonnet Court to 3029 Larkspur.
- FE7. Trail that begins at Bluebonnet Court to Larkspur Drive, walking trail to backyard of fences (both sides of trail and entire area).
- FE8. Behind west property line fences on Wildflower Drive and behind houses on Lotus and Lobelia Court, south as far as southerly boundary of Hillcrest subdivision.
- FE9. From the north side of 2740 Wildflower to the backside of Lotus Court and PG&E right of way starting in Lotus Court behind houses ending at 2908 Wildflower.
- FE10. Behind houses 4157 Folsom, behind Isabella Court and Pillsbury Court, around top of

homes to 4233 Spaulding Street.

FE11. Behind houses at 3921 E. Larkspur to 3923 Mead Street.

FE12. Behind houses at 3905 Mead Street to 4125 Chabot Street.

FE13. Starting behind 4224 McSwain Court to 4029 Meadow Lake Street; 4017 Meadow Lake Street to 4160 Amargosa Drive.

FE14. Around horses artwork on hill, corner of Wild Horse and Hillcrest.

FE15. Open space between 4331 and 4337 Folsom Drive.

FE16. Behind houses on Folsom Drive, from parking lot next to 4309 Folsom Drive to back side of 4315 Berryessa.

FE17. Slope behind 7-11 on Wild Horse, runs along Contra Costa Canal to 4508 Timblor Way, continuing behind Timblor Way and Imperial Way to 4572 Imperial Way at Ridgeline Drive.

FE18. Ridgeline Drive at PG&E tower around Ellis Court to 4554 Ridgeline Drive.

FE19. Next to and behind the four houses on Hillcrest Avenue from 3501 to 3527.

FE20. South east corner of Wildhorse Road at Folsom Drive to Ridgeline Drive, corner lot (inclusive). Parcel 052-283-017 Complete abatement.

FE21. Monterra Subdivision – 4233 Amargossa Dr. to Highway 4 bypass

FE22. Monterra Subdivision – 4643 Le Conte Circle north to Highway 4 bypass.

FE23. Monterra Subdivision – 4520 Benton St. to 4580 Benton St., Goode St. power tower, complete abatement, north behind Goode Street homes to tower entrance.

FF. 254 4542 Hillcrest Zone 2 (FF 1 – FF 23)

FF1. Greenbelt area behind Wildcat Circle from fire station on Via Dora Drive, to 4421 Fawn Hill Way, around slope to 4501 Wildcat Circle entire area from fence to fence including fescue areas

FF2. Entire lot between 4605 and 4619 Golden Bear Drive.

FF3. Bear Ridge Way, open space behind houses at 3340 Lair Way to 3252 Cub Court, complete abatement.

FF4. Behind houses at 3126 Kodiak Street to dead end at San Gregorio.

FF5. Behind 3355 Bear Ridge Way to 3305 Bear Ridge Way, to 3102 Ursus Court, ending behind 3101 Kodiak Street.

FF6. Entire lot behind 4412 to 4430 Montara Drive.

FF7. 4429 Montara Drive behind houses, to 4526 Buckeye Court.

FF8. Behind 4412 Avila Court: Country Manor Park to Bugle Way, to 2657 Yorkshire Drive.

- FF9. Open space area that runs along Via Dora Drive behind San Onofre, San Gregorio, and San Elijo Court; and behind the houses on Palomar Drive, top and bottom of hill.
- FF10. Open space area from Via Dora Drive behind houses on Carpinteria and Shelbourne to Deer Valley Road and trail from Shelbourne to Contra Costa Canal, both sides.
- FF11. Starting next to 2401 Whitetail Drive behind houses on Covelite to Bluerock and behind Brocatello Court and Galenez Way to Rocky Point behind Quartz Court and back to Whitetail.
- FF12. Storm channel sound wall from Hillcrest Avenue (behind Wal-Mart) to Prewett Park open space around corner to meet Country Hills Drive pathway.
- FF13. From open space behind 4753 Kangaroo Court; behind Koala Court, Mustang Court, and Appaloosa Court and behind houses west to Deer Valley Rd.
Do not perform any work at Owl Sanctuary.
- FF14. At Prewett Family Park, skate park area
- FF15. At Prewett Family Park, mow both sides of walking pathways.
- FF16. At Mokelumne pathway, Williamson Ranch Plaza to Walmart and Lone Tree Way.
- FF17. La Jolla Drive, open space, complete abatement.
- FF18. 4312 to 4316 Hillcrest Avenue.
- FF19. Walking path (N) Country Hills Drive to Deerfield Drive, complete abatement.
- FF20. Walking path (W), along Country Hills Drive and across; terminating at Asilomar Drive by park.
- FF21. Via Dora slope, San Gregorio north to Hillcrest Avenue, then east along Hillcrest Avenue above the canal to Kodiak Street. Complete abatement.
- FF22. 4425 Montara Drive to 4384 Via Dora Drive between Deerfield tank and two private residences.
- FF23. Deerfield Park – start at Deerfield tank on Via Dora Drive. South to Deerfield Drive, then west along park and open space perimeter to FF7.

FG. 254 4544 Hillcrest Zone 4 (FG 1 – FG 11)

- FG1. Start behind 5017 Kushner Way, continue behind houses on Kushner, then behind Spur Way, finish behind 5048 Canada Hills Way.
- FG2. Vista Grande south of Catanzaro Way, east to 5349 Fairside Way, storm channel pathway north and south sides.
- FG3. Vista Grande, west to Hillcrest, storm channel pathway, north and south sides.
- FG4. Behind Broomtail Court, and Steeplechase Court, to 4724 Palomino Way.
- FG5. Next to and behind 4732 Palomino Way, parallels Arabian Way behind Carriage Way,

behind Woodbridge Way and Rodeo Court to 4700 Vista Grande Drive.

FG6. Behind 4717 Shetland Court, also behind Palomino Way to 4534 Wagon Trail Way.

FG7. North of Hidden Glen Drive, east of Ridgeline Drive – open space area.

FG8. Open space, south of Hidden Glen Drive, behind Glasgow, Aberdeen, and Durness Courts; behind homes along Emerald Way to 4608 Emerald Way.

FG9. Trail entrance between 4609 Mendota Way and 4608 Emerald Way, complete abatement.

FG10. 4551 Hidden Glen Drive trailhead to Contra Costa Canal (cross reference-FE18.)

FG11. Parcel 053 040 088 along Hidden Glen Drive, complete abatement. (cross reference-FE18.)

FH. 255 4551 District 1-A (FH 1)

FH1. Enter at Melon Court by Markley Creek behind houses on Cathy and Jennifer Courts to locked gate near Buchanan Road.

FI. 256 4563 District 2A-3 (FI 1 – FI 6)

FI1. Lot next to 500 Gary on the corner of Cavallo Road and Gary Avenue, complete abatement.

FI2. Behind 1800 to 1816 Trembath Street.

FI3. Behind houses on Candace Court and Geysler Court.

FI4. East side of storm channel from 18th Street behind Hargrove Court, Sandy Court, and Sandy Way to 1525 Hillcrest Avenue, south along Hillcrest Avenue to Plymouth Avenue.

FI5. West side of storm channel from 18th Street to Hillcrest Avenue behind apartment complex.

FI6. Behind 122 Southlake Drive, west of Hillcrest Avenue to 18th Street, complete abatement.

FJ. 256 4564 District 2A-4 PG&E Right-of-Ways (FJ 1 – FJ 4)

FJ1. Behind houses from 142 to end of Hyde Place, complete abatement.

FJ2. Behind houses from 3210 to 3222 Sunset, around to Felicia from 21, to 5 Felicia Court; and behind Dandridge, from 65 to 2 Danridge Court.

FJ3. Fence lines on both sides of PG&E right-of-way parallel to Mountaire Drive from Harbor Park, crossing Garrow Drive and Tahoe Court, continuing to Mountaire Park; also other side of PG&E right of way behind houses on Christina Court and next to houses on Garrow Drive and Elmo Road to Mountaire Park.

FJ4. Between Danberry Court and Barmouth Drive up to tower and across street, behind 3102 Harbour and houses on Westbourne Drive to Harbor Park.

FK. 256 4565 District 2A-5 PG&E Right-of-Ways (FK 1 – FK 7)

- FK1. Behind 3109 to 3205 View Drive continue to Water Treatment Plant (WTP) property.
- FK2. Behind #2 to #30 Terranova Drive (access from back gate at WTP) continue north along WTP fence, also north along back of 3200 Lone Tree Way office building, then west to WTP gate.
- FK3. Between houses on South Royal Links and Lone Tree Pump Station, old Lone Tree Way to "No Trespassing" sign (southeast).
- FK4. Behind houses on Gallagher Circle from James Donlon Blvd. to the backside of Sutter Elementary School, ending at G Street.
- FK5. From Contra Loma Blvd, sewer easement between house at 904 Gatter Drive and the Catholic church.
- FK6. Longview Road, trail entrance – between 2925 and 2931 Longview, complete abatement.
- FK7. Gloucester Street, end of street and along back side of houses to G Street, complete abatement between houses.

FL. 256 4566 District 2 A-6 (FL 1)

- FL1. Putnam Towers, east of Gentrytown Drive, south of towers to Contra Costa Canal, complete abatement.

FM. 256 4568 District 2A-8 (FM 1 – FM 8)

- FM1. Hillside and fence line from 2205 to behind 2080 Reseda Way.
- FM2. PG&E trail from Silverado Drive at Quesada Court to Warbler Drive, complete abatement.
- FM3. 2440 Cambridge Drive behind homes (PG&E tower area).
- FM4. Behind 2331 Grimsby Court and by East Bay Regional Parks.
- FM5. 2417 Cambridge Drive, south then west along Osprey Drive to 3901 Osprey Drive.
- FM6. From landscape behind fence, to 3908 Finch Drive, continue to 2539 Cambridge Drive.
- FM7. Cambridge Drive to 3908 Finch Drive.
- FM8. 3588 Mallard Court, behind Mallard Way to James Donlon Boulevard.

FN. 256 4569 District 2A-9 (FN 1 – FN 4)

- FN1. Slope behind Condor, Falcon, Greystone, Glade, Mulberry, Greentree, Mimosa and Belvedere courts, Rock Island Drive, Rocky Point, and Hawk Court.
- FN2. Landscaped slope, starting at 404 Blue Rock, south to Mokelumne trail, east behind houses on Greystone Drive, ending between backyard fenceline of houses on Greystone Drive and Black Oak Way.

FN3. North side of Mokelumne Trail behind 2000 Asilomar, to south side 2625 Larch and end of fence, and south side of trail from behind houses on Koa Court and Bamboo Way and back to Eagleridge Drive.

FN4. West side of Eagleridge Drive, next to houses on Spruce Way and behind houses on Buttonwood.

FO. 256 4572 District 2 A-10 (FO 1 – FO 6)

FO1. Behind 4011 Moller Ranch Way, north along houses to Markley Creek Park.

FO2. Behind 3529 Markley Creek Drive, south to 3728 Markley Creek Drive.

FO3. Open space entrance at Summit Way, west to James Donlon Blvd., north and south sides.

FO4. Behind 4044 Barn Hollow Way, to 4092 Barn Hollow Way.

FO5. Tractor mowing and string trimmers only, Somersville Drive and James Donlon Blvd., East side, 2 parcels split by James Donlon Blvd., APN parcel #076-021-015.

FO6. Metcalf Street to Westridge Court

FP. 259 4591 District 9 (FP 1)

FP1. 4898 Cushendall Way, along Greencastle Way to 4842 Greencastle Way.

FQ. 611 2320 Water Treatment Plant and Other Mow Areas (FQ 1 – FQ3)

FQ1. 2547 Cambridge Drive Water Tank, complete abatement.

FQ2. Inside Water Treatment Plant (WTP) open space and area below water tank.

FQ3. North side Antioch reservoir.

Disking Zones & Area Descriptions

DA. 611 2320 Water Tanks (DA 1 – DA 6)

DA1. Deerfield water tank on Via Dora Drive across from 4505 Via Dora Drive inside fence lines and area in back of tank. Note: watch out for sprinklers at edges of landscape.

DA2. James Donlon water tank, inside fence lines.

DA3. Antioch Reservoir, north side, two parcels west of old Lone Tree Way. Disk west to fence line and inside reservoir fence, north side of reservoir. Disk area from road to cyclone fence; west to dam. Handwork area adjoining areas in FQ3.

DA4. Water Treatment Plant, disk west side of plant, complete abatement.

DA5. Water tank at Lone Tree and Walton Lane, behind Methodist Church.

DA6. Larkspur water tank inside fence lines and around Larkspur water tank hill.

DB. 229 2585 Storm Channels (DB 1)

DB1. Sycamore drain ditch area east of Contra Loma Park, and parallel with freeway, from L Street west along creek continue west by park to fence line. Flail mowing/hand work only.

DC. 100 2196 Century/Delta Fair (DC 1 – DC 2)

DC1. Century Boulevard and Delta Fair Boulevard, northeast corner by freeway, complete abatement.

DC2. Delta Fair Boulevard south side, between County building and Los Medanos College. Approximately 5 acres, complete abatement.

DD. 251 4512 Mokelumne/Mark Twain Open Space (DD 1 – DD 2)

DD1. Open space area east of Mokelumne Drive, south of Mark Twain Drive and north of Forty Niner Way.

DD2. Open space area west of Mokelumne Drive, south of Badger Pass Way and north of Mount Conness Way to Mount Conness Court: disk along back of houses and trail area. Split hillside and disk along trail.

DE. 2514513 Hansen Park/Nortonville (DE 1 – DE 4)

DE1. Open space area east of Hansen Park, south of Nortonville Way and north of Heacock Way: Disk along landscaping. Split hillside as required.

DE2. Open space area west and north of Hansen Drive, east of Judsonville Drive and south of Union Mine Drive. Split hill as required for 5-acre parcels.

DE3. Open space area south of Judsonville Drive, from Empire Mine Road to 5281 Judsonville Drive. Behind houses, along fencelines, splitting hills as required for 5-acre parcels.

DE4. Open space area west of Dallas Ranch Road, north and east of Dallas Ranch Park to Mesa Ridge Drive, along houses and pathways. Split hills as required.

DF. 254 4541 East Side of Hillcrest (DF 1 – DF 7)

- DF1. PG&E Power lines run north and south between Larkspur and Wildflower. The tower is on north side of Lotus Court. Go south along PG&E right of way and around the back of houses only on Lotus Court. South of hill on Hillcrest side, toward Lobelia Court, south towards and around to 2908 Wildflower. Do not continue power line south across Wildflower to Hillcrest.
- DF2. Base of hill; back of houses on Larkspur Drive; fence lines on Bluebonnet Court; around to Blue Curl Court (entrance on Blue Curl Court); continue around to the north to freeway fence.
- DF3. Easement across from 3008 Bellflower Drive, behind houses to 3024 Larkspur Drive.
- DF4. On Via Dora Drive looking across Hillcrest Avenue to Northwood Downs housing development; disk from fence line across from Via Dora Drive, south toward Bellflower. Split hill as required.
- DF5. From Hillcrest/Terrace View Drive disk in back of houses; fence line from Hidden Hills Court, around hill to Bellflower Drive. Split hillside as required.
- DF6. Open space area east of Bluebell Circle and north of Folsom Drive.
- DF7. Disk open space area north of Meadow Lake Street. Continue disking to abutting property by Monterra subdivision. Split hill as required by CCCFPD mandates. Avoid storm run off area.

DG. 254 4542 Prewett Park, Open Space west of Hillcrest (DG 1–DG 4)

- DG1. Prewett Family Water Park (Lone Tree Way and Deer Valley Road) – park open space; mow only, minimum 60 foot wide breaks, cross break every 30 feet as required. Mow along all pathways, 30 feet on either side when possible. Skate Park circumference must be done. as required. **No work is to be performed in Owl Sanctuary.**
- DG2. EBMUD right of way (completed asphalt walkway area) from Walmart, go west to east side of Country Hills Drive, both sides of pathways.
- DG3. Disk open space area, north of Whitetail Drive, west of Covelight Way and south of Blue Rock Drive, split hillside as required.
- DG4. Open space area, south of Golden Bear Drive, west of Hillcrest Avenue and east of Fawn Hill Way, complete abatement.

DH. 254 4544 Canada Hills Open Space (DH 1 – DH 5)

- DH1. Open space area east of Meadow Creek Park/Carmen Dragon Elementary, west of Canada Valley Road, disk perimeters and hillside as required.
- DH2. Open space area north of Vista Grande Drive, west of Steeplechase, Palomino and Colt courts, disk along houses and pathways as required, splitting hillside.

DH3. Open space area north of Laurel Road, east of Hillcrest Avenue, south of Canada Hills Way.

DH4. Southeast corner of Hillcrest at Hidden Glen Drive, open space area east to: Braemar Street, south to homes along Spur Way and Chaps Court, west to Hillcrest and north to beginning, cross breaks as required.

DH5. Open space between Stewart Street and Appleglen Street, south of Hidden Glen Drive, mow only as required.

DI. 256 4563 E 18th Street (DI 1)

DI1. Storm channel at East 18th Street and Trembath, from 18th Street to east end of Trembath; from sidewalk to back of fences of houses facing Yellowstone Drive, complete abatement.

DJ. 256 4564 Mountaire/Harbour Park areas (DJ 1 – DJ 6)

DJ1. PG&E power line right-of-way on Sunset Lane, across from Mountaire Park (north end), disk west, to water tank, complete abatement.

DJ2. PG&E Power lines Sunset Lane across from Fleetwood Drive. Disk west to professional buildings then south to cement V-ditch (back of houses on Felicia Court).

DJ3. PG&E right-of-way, power lines on Elmo Road between Mountaire Drive and Greenridge Court. Disk east towards Harbour Park at Ashburton Dr.

DJ4. PG&E right-of-way power lines on Elmo Road between Greenridge Court and Hillside Road. Disk east to Garrow Drive; continue east until power lines split.

DJ5. Lynn Avenue north to power line towers, south of Shaddick Drive.

DJ6. Corner of Harris Drive and Shaddick Drive: disk under power lines to East Tregallas Road.

DK. 256 4565 Contra Loma/James Donlon (DK 1 – DK 3)

DK1. Storm drain right-of-way, Contra Loma across from SaveMart shopping center entrance; east side of road; and Somerset apartments towards Longview Road, complete abatement.

DK2. PG&E right of way, east of G Street, between Camby Road and Gloucester Street, east towards WTP and hill at Park Middle School, complete abatement.

DK3. EBMUD right of way, south of Camby Road, from Cypress Meadows, west to Contra Loma Blvd, complete abatement.

DL. 256 4566 Putnam Street (DL 1 – DL 2)

DL1. Open space both sides of pathway south side of Putnam Street, north of canal; easement along canal - Delta De Anza Trail, complete abatement.

DL2. EBMUD right of way, starts at Contra Loma Blvd/Putnam Street, continues to Rio Grande Drive, parallel to Mira Vista Court, then to Mission Drive, west of Mission continues to Gentrytown Drive, continues to Buchanan Road, complete abatement.

DM. 256 4568 Antioch Community Park Open Space (DM 1–DM 3)

DM1. Open space area south side of James Donlon, from east side of Community Park, north of soccer fields and parking lot, disk entire parcel.

DM2. James Donlon south side between Contra Costa Canal and Royal Links Circle. disk southward along Antioch Reservoir fence line.

DM3. Antioch Community Park, disk open space east side of park from north fence to south fence, east of creek.

DN. 256 4569 Eagleridge Area (DN 1 – DN 2)

DN1. Open Space area, east of Eagleridge Drive, south of Rocky Point Drive, west of Rock Island Drive; along fence lines, split hills as required.

DN2. EBMUD pathway from Country Hills Drive, west to Ridgerock Drive, complete abatement including housing fence lines.

Apex

III BID SUBMITTAL - BID NO. 988-0223-16A

FIREBREAKS ALL ZONES PER CONTRACT YEAR

July 1 st to June 30 th each year.			Year 1 2015-2016	Year 2 2016-2017	Year 3 2017-2018	Year 4 2018-2019	Year 5 2019-2020	5 YEARS
TOTALS:								
FA.	251 4511	Lone Tree Zone 1	6000.	"	"	"	"	30,000
FB.	251 4512	Lone Tree Zone 2	3000.	"	"	"	"	15,000.
FC.	251 4513	Lone Tree Zone 3	3000.	"	"	"	"	15,000
FD.	253 4531	Almondridge Zone 1	3000.	"	"	"	"	15,000
FE.	254 4541	Hillcrest Zone 1	5000.	"	"	"	"	25,000.
FF.	254 4542	Hillcrest Zone 2	3000	"	"	"	"	15,000.
FG.	254 4544	Hillcrest Zone 4	8000.	"	"	"	"	40,000.
FH.	255 4551	District 1-A	3000.	"	"	"	"	15,000.
FI.	256 4563	District 2A-3	3000.	"	"	"	"	15,000.
FJ.	256 4564	District 2A-4	3000.	"	"	"	"	15,000.
FK.	256 4565	District 2A-5	8000.	"	"	"	"	40,000.
FL.	256 4566	District 2A-6	8000.	"	"	"	"	40,000.
FM.	256 4568	District 2A-8	8000.	"	"	"	"	40,000
FN.	256 4569	District 2A-9	8000.	"	"	"	"	40,000.
FO.	256 4572	District 2A-10	8000.	"	"	"	"	40,000.
FP.	259 4591	District 10	5000.	"	"	"	"	25,000.
FQ.	611 2320	Water Treatment Plant & Other Mow Areas	2000	"	"	"	"	10,000.

**CITY OF ANTIOCH
BID NO. 988-0223-16A**

DISKING ALL ZONES PER CONTRACT YEAR

	Year 1 2015-2016	Year 2 2016-2017	Year 3 2017-2018	Year 4 2018-2019	Year 5 2019-2020	TOTAL ALL 5 YEARS
TOTALS:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
DA. 611 2320 Water Tanks	<u>3000.</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>15,000.</u>
DB. 229 2585 Storm Channels	<u>500.</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>2500.</u>
DC. 100 2196 Century/Delta Fair	<u>1000.</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>5000.</u>
DD. 251 4512 Mokelumne/Mark Twain	<u>500</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>2500.</u>
DE. 251 4513 Hansen Park/Nortonville	<u>1500.</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>7500.</u>
DF. 254 4541 East Side of Hillcrest	<u>2000.</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>10,000.</u>
DG. 254 4542 Prewett Park, Open Space W of Hillcrest	<u>1500.</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>7500.</u>
DH. 254 4544 Canada Hills Open Space	<u>1500.</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>7500.</u>
DI. 256 4563 E 18th Street	<u>500.</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>2500.</u>
DJ. 256 4564 Mountaire and Harbour Park Areas	<u>1500.</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>7500.</u>
DK. 256 4565 Contra Loma - James Donlon	<u>1000.</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>5000.</u>
DL. 256 4566 Putnam Street	<u>500.</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>2500.</u>
DM. 256 4568 Antioch Community Park Open Space	<u>3000.</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>15,000.</u>
DN 256 4569 Eagleridge Area	<u>1000.</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>5,000.</u>

CITY OF ANTIOCH BID NO. 988-0223-16A

GRAND TOTALS

FIREBREAK & DISKING ZONES COMBINED PER CONTRACT YEAR

Budget Line Item	Year 1 7/1/15-6/30/16	Year 2 7/1/16-6/30/17	Year 3 7/1/17-6/30/18	Year 4 7/1/18-6/30/19	Year 5 7/1/19-6/30/20	TOTAL ALL 5 YEARS
1 COST DELIVERED	<u>106,000</u>	<u>106,000</u>	<u>106,000</u>	<u>106,000</u>	<u>106,000</u>	<u>530,000.</u>
2 DISCOUNT	<u>N/A</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>0</u>
3 DISC'T TERMS	<u>N/A.</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>0</u>
4 COST AFTER DISC'T.	<u>106,000</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>530,000</u>

EXTRA WORK HOURLY RATE PER CONTRACT YEAR (INCLUDING LABOR, EQUIPMENT & MATERIALS)

Budget Line Item	Year 1 7/1/15-6/30/16	Year 2 7/1/16-6/30/17	Year 3 7/1/17-6/30/18	Year 4 7/1/18-6/30/19	Year 5 7/1/19-6/30/20
5 DISKING:	<u>100.00</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>
6 FLAIL MOWING:	<u>100.00</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>
7 HANDWORK:	<u>31.00</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>"</u>

CITY OF ANTIOCH
FIREBREAK & DISKING
BID NO. 988-0223-16A

The undersigned bidder declares that it has carefully examined the locations of the proposed work, plans and specifications, special provisions and read the accompanying instructions to bidders. The undersigned submitter certifies that he/she is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the state of California to do the type of work required under the terms of the contract documents. Submitter further certifies that he/she is skilled and regularly engaged in the general class of work called for in the contract documents.

In accordance with the requirements, the submitter represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Submitter further acknowledges that there are certain peculiar and inherent conditions which may create, during maintenance operations, unusual or peculiar unsafe conditions hazardous to persons and property. Submitter acknowledges that he/she is aware of such risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the maintenance services with respect to such hazards.

Does proposed bid conform to all requirements listed in this document and drawings? YES
If NO, explain non-conforming specifications in detail on separate sheet.

Company Name Apex Grading Inc.
Contact Name Jason Fifield
Title President
Address P.O. Box 5367
City/State/Zip Concord, CA 94524
Telephone 925-818-7075 FAX 925-300-3311
Email Address jason@apexgrading.com
Contractor's License No. 795186 Exp. Date 5/2017
City of Antioch Business License No. 3005860 Exp. Date 4/31/2016
Signature J. Fifield Date 2/22/16

Bid must be in a sealed envelope with the bid number, closing date, and time on the outside envelope.

DELIVER BID SUBMITTAL TO:

CITY OF ANTIOCH
PUBLIC WORKS
BID NO. 988-0223-16A
1201 W 4TH STREET
ANTIOCH, CA 94509

NON COLLUSION AFFIDAVIT

THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH

FIREBREAK & DISKING

BID NO. 988-0223-16A

The Bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of the CITY OF ANTIOCH whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

NAME Marcus Jason Fifield

SIGNATURE M.J. Fifield

TITLE President

Subscribed and sworn to before me by:

This _____ day of _____, 20____

Notary Public

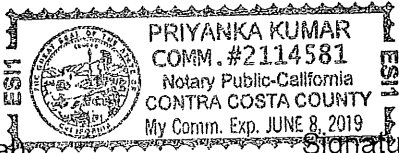
see attached for jurat

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

Subscribed and sworn to (or affirmed) before me on this 23rd
day of Feb, 2016, by Marcus Jason
FiField

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

Pkumar



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 12, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Mike Bechtholdt, Deputy Public Works Director *MB*

APPROVED BY: Ron Bernal, Public Works Director/City Engineer *RJB*

SUBJECT: Electrical Services Bid Award

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to execute an agreement with ICR Electric and St. Francis Electric to provide electrical services per Bid No. 968-0209-16A not to exceed \$200,000 per contract per year for a term beginning on July 1, 2016 and ending on June 30, 2021 for a total cost not to exceed \$1,000,000.

STRATEGIC PURPOSE

The Electrical Services contract supports Strategy K-1 by ensuring well maintained public facilities, rights-of-way and parks.

FISCAL IMPACT

Annual funding for this program is allocated primarily in the Public Works Signal/Street Light account for street light repairs caused by vandalism, vehicle accidents and required maintenance services on an as needed basis. Street Lighting, Landscape and Maintenance District (SLLMD) funds will be charged for electrical repairs in City parks and the Facilities Maintenance fund for electrical work in City buildings.

DISCUSSION

The City of Antioch contracts for electrical services on an as needed basis for street and Park light repairs caused by vandalism, vehicle accidents and maintenance. This contract also provides electrical repairs in City buildings that require a certified electrician and cannot be executed by City staff.

The Department of Public Works published the Electrical Services request for bids on January 5, 2016. The bid closed on February 9, 2016. Seven contractors were notified. We received three submittals. Two were qualified, competitive submittals; one submittal was incomplete and disqualified.

The two qualifying submittals were accepted from incumbent contractor, Industrial Commercial Remediation Electrical, Inc. (ICR) of Antioch and; St. Francis Electric, of San Leandro. Due to the variety of electrical issues that staff faces on a regular basis,

staff is recommending approval to enter into agreements with both vendors. This approach allows the City maximum flexibility to choose the contractor that is best suited for each job at the lowest cost and with the greatest responsiveness.

ATTACHMENTS

- A. Bid Tabulation
- B. Draft Maintenance Trade Services Agreement – ICR
- C. Draft Maintenance Trade Services Agreement – St. Francis

ATTACHMENT A

BID TABULATION

**ANNUAL CONTRACT FOR MISCELLANEOUS ELECTRICAL SERVICES
 BID NO. 968-0209-16A - CLOSED 2 PM ON TUESDAY, FEBRUARY 9, 2016**

ICR
CL #649509

St. Francis
CL#1003811

MATERIALS

Overhead %	1.)	15%	12%
Profit %	2.)	10%	12%

EQUIPMENT

Line Truck	3.)	60.00	75.00
Crane	4.)	75.00	75.00
Bucket Truck	5.)	17.00	35.00
Dump Truck	6.)	15.00	30.00
Flatbed Truck	7.)	15.00	25.00
20ft Trailer	8.)	0.00	15.00
Towable Safety Arrow Board	9.)	9.00	20.00
Service Truck / Tools	10.)	11.00	25.00
Road Signs/Flags/Reflective Cones	11.)	0.00	0.00
Special Equipment	12.)	75.00	0.00
Other Specify	13.)	0.00	0.00

REPAIRS

Labor rate per hour for repairs & misc. electrical services.	14.)	114.15	90.00
Overtime rate per hour for one electrician.	15.)	152.52	160.00
After hour emergency call-out rate for one electrician.	16.)	150.00	450.00
		Included in	
Pick up materials from City's Storage facility.	17.)	19 & 20	250.00
Labor rate for one electrician with tools and bucket truck to drive out and repair street light with new induction lamp, ballast and/or photo cell.	18.)	98.36	125.00
Estimated cost to replace 32 foot twin arm street light pole in a median.	19.)	1,768.58	1,050.00
Estimated cost to replace 28 foot twin arm street light pole in a median.	20.)	1,740.68	1,025.00

ATTACHMENT B

MAINTENANCE AND TRADE SERVICES AGREEMENT **ELECTRICAL SERVICES BID NO. 968-0209-16A**

THIS AGREEMENT is made and entered into this **JULY 1, 2016** between **ICR ELECTRICAL CONTRACTORS** ("Contractor"), whose address is **351-A SUNSET DRIVE, ANTIOCH, CA 94509** and telephone number is **925-757-8282** and the **CITY OF ANTIOCH**, a municipal corporation ("City").

RECITALS

A. Contractor is qualified and experienced in providing services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to obtain these services from Contractor for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Contractor agree as follows:

1. **Services to be Performed.** The work will consist of providing services for the City of Antioch to **ELECTRICAL SERVICES BID NO. 968-0209-16A** as described further in Exhibit A, Scope of Work, which is attached and incorporated to the extent consistent with this Agreement.

2. **Compensation.** The total compensation under this Agreement shall not exceed **not to exceed \$200,000 per contract year**, with the details set forth in Exhibit A, which is attached and incorporated to the extent consistent with this Agreement.

3. **Term.** The term of this Agreement will expire on **JUNE 30, 2021**.

4. **Method of Payment.** Payment shall be made within thirty (30) days of receipt of Contractor's invoice and approval by City. Delivery of any goods shall not constitute acceptance of any goods.

5. **Indemnification.** Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

6. **Insurance.** During the term of this Agreement, Contractor shall maintain at its own cost and expense the following insurance coverage against claims for injuries to persons or damages to property that may arise from or in connection the performance of the work under this Agreement and the results of that work by the Contractor, its agents, representatives, employees or subcontractors, with insurers with an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:

a. **Commercial General Liability (CGL):**

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. **Railroad Protective Liability.** If Contractor's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

c. **Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

d. **Workers' Compensation Insurance.** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
For services deemed public works, by signing this agreement, Contractor is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

e. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. ***Additional Insured Status.*** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an

endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

- ii. *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- iii. *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- iv. *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- v. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

e. Certificate of Insurance and Endorsements. Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

f. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements

stated in this Agreement, including but not limited to naming additional insureds.

g. Higher limits. If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

7. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and other requirements set forth in the bid or contract documents; otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

8. Warranty Against Defects. Contractor warrants all work done and goods provided under this Agreement shall: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within 12 months following acceptance or any longer period of time provided by Contractor's standard warranty, Contractor shall be solely responsible for the correction of those defects.

9. Labor Code Prevailing Wage. To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

10. Notices. This Agreement shall be administered by ("Contract Administrator").

Any formal written notice to Contractor shall be sent to:

ICR ELECTRICAL 351A Sunset Drive, Antioch, CA
94509

Any formal written notice to City shall be sent to:

City Manager
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

11. Miscellaneous Provisions.

a. City may terminate this Agreement at any time by mailing a notice to Contractor. Contractor shall be paid for that portion of goods accepted and/or work completed when notice is received. Contractor may not terminate this Agreement.

b. Contractor shall not assign or transfer this Agreement.

c. If either City or Contractor waive a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

d. This Agreement constitutes the entire understanding of the parties.

e. This Agreement may only be modified by a writing signed by the authorized representative of both parties.

f. Contractor covenants that it has obtained all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.

g. Contractor shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws.

Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous substances and disposal of hazardous wastes.

h. The Contractor will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.

i. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Contra Costa County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF ANTIOCH:

By: _____
Steven Duran, City Manager

CONTRACTOR:

By: _____
Title: _____

ATTEST:

Arne Simonsen, City Clerk of City of Antioch

By: _____

Title: _____
(Second signature required if a corporation)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



REQUEST FOR PROPOSAL

BID NO. 968-0209-16A

ELECTRICAL SERVICES

BID DUE: 2 pm February 9, 2016

I. GENERAL CONDITIONS

1. **General Information** - The Public Works Department of the City of Antioch, California, will receive bid responses at its office located at [1201 W. 4th Street, Antioch, CA 94509](#) on February 09, 2016 at 2 PM.

Questions relating to specifications or technical questions must be submitted via email to mwalker@ci.antioch.ca.us. Bidders are **NOT** to pursue City staff by telephone or in person.

2. **Form of Bid** - The bid shall be made on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted.
3. **Interpretation of Bids** - Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder shall submit a formal request to the Public Works Department for an interpretation thereof **prior** to the bid opening to the attention of Michelle Walker at mwalker@ci.antioch.ca.us. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum published on the City's website, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.
4. **Addenda** - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract. It is the bidder responsibility to check the City of Antioch website, for any addenda that may have been issued prior to the bid/proposal due date.
5. **Bid Opening** - Bids shall be delivered to the Public Works Department of the City of Antioch located at [1201 W. 4th St. Antioch, 94509](#) on or before the day and hour set for the opening of bids. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.
6. **Late Bids** - Any bids received after the scheduled time of opening will be clocked in, but will not be opened or considered.
7. **No Bid** - If a bid is not made, the bid form must be returned and the reason for not bidding stated; otherwise the vendor's name will be removed from the bidders list. If a bid is submitted without an amount, it will not be considered.
8. **Award or Rejection** - The bid will be awarded to the lowest responsive and responsible bidder offering the best value to the City and will be announced by way of publishing to the City's website ([Bid Documents](#)). Best value is based on all factors, including: cost (unit prices and total prices); contractor's ability, capacity and skill; ability to perform within the time required; character, integrity, reputation, judgment, experience and efficiency of contractor; quality of contractor's performance on previous purchases or contracts, if applicable; and the ability of the contractor to provide future maintenance, repair, parts and services, if applicable.

The City reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any minor irregularities or informalities in the bid. It is anticipated that all items will be purchased, however the City reserves the right to change quantities prior to the award. Estimated quantities are no

guarantee of a certain quantity to be ordered by City. The City reserves the right to make the award to the overall low bidder, or split the award amongst the bidders. If the bid is on an "all or nothing" basis, this must be stated on the bid form.

For the purpose of evaluating bids for multiple awards, the sum of \$175.00 is considered to be the administrative cost to the City for issuing and administering each contract awarded. Individual awards will be made for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative cost.

- 9. Terms and Conditions** - The bidder shall not change the wording on the specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be considered. Conditional bids cannot be accepted.
- 10. Brand Names-** The make or brand and grade of the article on which the bid is submitted should be stated on the bid form.
- 11. Payment Terms** - Must be indicated by filling in the proper blanks on the bid form. Cash discounts of less than 20 days will be considered net. The standard terms at the City of Antioch are Net 30 days.
- 12. FOB Point** - It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.
- 13. Approved Equal – Brand names and numbers, when used, are for reference to indicate the character or quality desired.** The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration if literature is submitted with the bid showing that the product is of equal or better quality and utility to that specified by the City. Determination of acceptability of any product shall be solely at the City's discretion.
- 14. Tax** - No bid shall include federal excise tax, inasmuch as the City is exempt per published IRS regulations concerning state/local governments. The City is obligated to pay applicable state sales or use taxes.
- 15. Samples** - When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request be returned at bidder's expense unless retained by City for future comparison.
- 16. Inspection** - All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.

17. Assignment - No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.

18. Warranty - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid. Contractor warrants all work done and goods provided under this Agreement shall at the minimum: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within said 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.

19. Timely Delivery – If indicated in the bid form, bidder shall indicate time of delivery as the number of calendar days following receipt of the order by the contractor to receipt of the goods or services by the City. Time of delivery may be a consideration in the award.

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

20. Liquidated Damages - If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the contractor shall pay to the City the sum of one hundred (\$100.00) dollars per day for each and every calendar day's delay in finishing the contract.

21. Termination for Default - The City may, by written notice of default to the vendor/contractor, terminate the contract in whole or in part should the vendor/contractor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor/contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

22. Termination for Convenience - The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the contractor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

23. Fiscal Year - Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

24. Equal Opportunity - Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation or any other prohibited basis under federal or state law, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

25. Business License – The City of Antioch requires that any contractor doing business within the city limits must hold a valid City of Antioch Business License prior to merchandise delivery (by vendor) or services provided.

26. Governing Law - This contract shall be construed and interpreted according to the laws of the State of California with venue for any action under this Agreement in Contra Costa County, California.

27. Liabilities -- Contractor shall indemnify, save and hold harmless from and defend the City, its officers agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

28. Right to Audit -- The City of Antioch reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

29. Assignment -- In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

30. Surety Bonds – The Bidder is required to submit a bidder's bond if included on the Bid Form. Unless stated to the contrary in the Detailed Specifications, Contractor is required to provide the following surety bonds from an admitted and authorized surety in California in the full amount of the work to be performed:

A Performance Bond. A Payment Bond.

31. Prevailing Wage - Where labor is required for public work as part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractors shall pay no less than the minimum wages established by the Director of the Department of Industrial Relations of the State of California.

To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

The City reserves the right to request and review the contractor's payroll records in the form of certified payroll records. In the event certified payroll records are requested, they are to be submitted via email to mwalker@ci.antioch.ca.us. Furthermore, Contractor is to submit two sets: one complete and one redacted of private information [On the second copy the name, address and social security number of the individual employees must be redacted (blacked out).]

32. Appeals -- Any actual or prospective bidder, or contractor that has a grievance in connection with any City solicitation or award of contract may protest in writing pursuant to the provisions in Antioch Municipal Code section 3-4.03. Protestors are urged to seek resolution of their complaints initially with the using department.

33. Contract Documents - The work embraced herein shall be performed at the locations covered in this bid and in accordance with the current Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation. In addition to the State Specifications, the following will also apply: these Specifications; the Proposal; the Contract, required herein; any supplemental agreements amending or extending the work; working drawings or sketches clarifying or enlarging upon the work specified herein; and to pertinent portions of other documents included by reference thereto in these Specifications.

The Successful bidder shall be expected to agree to and comply with all terms addressed in the attached Sample Maintenance and Trade Services Agreement. The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Conditional bids cannot be accepted.

34. Insurance -- Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

All certificates and endorsements must be emailed to mwalker@ci.antioch.ca.us, with the name of the contract clearly identified on the certificates and endorsements AND annual renewals automatically be generated and emailed as instructed.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01), Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation: As required by the State of California.
4. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

Additional requirements if applicable:

5. Builder's Risk: Completed value of the project with no coinsurance penalty provisions for construction project.
6. Professional Liability: \$1,000,000 as needed for design/build and other professional services.
7. Contractor's Pollution Liability: \$1,000,000 per occurrence \$2,000,000 policy aggregate if hazardous materials are involved.

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

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

1. Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Certificate of Insurance and Endorsements: Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by City.

Verification of Coverage: Contractor shall furnish the Entity with original certificates and amendatory **endorsements** affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

II SPECIFICATIONS

The City of Antioch is requesting quotations for street light repair, park lighting, miscellaneous electrical services and materials, as needed, city wide. Bid only on line items you can provide.

Contractor Will Provide

Contractor to be capable of responding to requests by both email and cell phone. The Contractor shall have a representative available to meet with the City of Antioch representative from Monday through Friday 7am – 3:30 pm, except holidays. A safe and motivated crew capable of performing all work per specifications. All labor, equipment and materials required to perform the work as specified in a safe and productive manner. Contractor will be responsible for onsite safety, traffic control and quality control. Contractor must abide by all CalTrans specified traffic control standards. All work must be in accordance with all state and local laws, codes and specifications. Workers to wear reflective vests at all times. Vehicles must be clearly labeled with company name and vehicles numbers. Contractor to provide the City with a list on the first of each month that includes the work order number, status and expected completion date.

Payments & Invoicing

Invoices must list the City issued purchase order number and work order number of the corresponding job. All information is to be provided in email format and hard copy if directed so.

Contract Term

This contract will be effective July 1, 2016, thru June 30, 2021.

Customer Service & Quality Assurance

Any work or assigned duties that are not performed to our standards and/or contractual agreement may result in delay, reduction or discount at the contractors expense. The judgment for reduced payment or discount shall be at the City's sole discretion. In addition, the City may move to the next lowest responsible bidder if the City is not happy with the services or communication supplied by the contractor. All complaints about services rendered will be processed by the Deputy Director of Public Works or designee/s.

Hours Of Operation

The Contractor shall have a representative available to meet with City of Antioch personnel during the normal City working hours, which are 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays. Contractor may work on Fridays or Saturdays with prior permission from City representative. Per Antioch Municipal Code, Section 5-17-05, construction noise is limited on weekdays, no construction noise prior to 7:00 am and after 6:00 pm, and further limited to 8:00 am and 5:00 pm if within 300 feet of occupied dwellings.

California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

s.s.

Subscribed and sworn to (or affirmed) before me on this 5 day of Feb,
Month

20 16, by Daniel Garcia and
Name of Signer (1)

N/A, proved to me on the basis of
Name of Signer (2)

satisfactory evidence to be the person(s) who appeared before me.


Signature of Notary Public

For other required information (Notary Name, Commission No. etc.)



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The certificate is attached to a document titled/for the purpose of

containing _____ pages, and dated _____

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

Affiant(s) Thumbprint(s) Describe: _____

As set forth in General Prevailing Wage Determination CON-2015-2 the Electrician (Inside Wireman/Technician) Hourly Rate is set to increase on the following date;

1. First Increase: 2/27/2017
2. Second Increase 02/26/2018

Due to the yearly increase for Determination CON-2015-2, ICR Electrical Contractors Labor rate per hour for one electrician and Overtime rate per hour for one electrician will increase each year as follows;

First Increase Effective 2/27/2017			
Labor Rate per hour	\$116.11	Overtime rate per hour	\$155.46

Second Increase Effective 2/26/2018			
Labor Rate per hour	\$118.06	Overtime rate per hour	\$158.38

GENERAL PREVAILING WAGE DETERMINATION M THE DIRECTOR OF INDUSTRIAL RELATIONS
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION, AND DREDGING PROJECTS

LOCALITY: CONTRA COSTA COUNTY
 DETERMINATION: CON-2015-2

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS							STRAIGHT-TIME		OVERTIME HOURLY RATE		
			BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY	
# BRICKLAYER, BLOCKLAYER: BRICKLAYER, BLOCKLAYER, STONEMASON POINTER, CLEANER, CAULKER, WATERPROOFER	8/22/2015	04/30/2016**	A 38.800	9.790	10.040	B 3.030	0.800	C 1.240	D 8.0	63.700	E 84.600	E 84.600	105.500	
	8/22/2015	06/30/2016**	A 43.390	9.790	10.790	F -	1.460	0.400	D 8.0	65.830	87.520	G 87.520	109.220	
# BRICK TENDER	8/22/2015	04/30/2016**	A 32.180	10.000	10.100	F -	0.390	-	8.0	52.670	H 68.760	H 68.760	84.850	
# CARPET, LINOLEUM, SOFT FLOOR LAYER FLOOR COVERING HANDLER AFTER 3 YEARS	8/22/2015	12/31/2015**	A 46.150	9.900	11.300	I -	0.630	0.340	8.0	68.320	J 91.400	J 91.400	114.470	
FLOOR COVERING HANDLER LESS THAN 3 YEARS	8/22/2015	12/31/2015**	A 23.050	9.900	5.650	I -	0.050	0.340	8.0	38.990	J 50.510	J 50.510	62.040	
FLOOR COVERING HANDLER TRAINEE, FIRST 3 MONTHS	8/22/2015	12/31/2015**	A 18.430	9.900	4.520	I -	0.050	0.340	8.0	33.240	J 42.460	J 42.460	51.670	
FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS	8/22/2015	12/31/2015**	A 14.730	9.900	3.620	I -	0.050	0.340	8.0	28.640	J 36.000	J 36.000	43.370	
# ELECTRICIAN: COMM & SYSTEM INSTALLER	8/22/2015	11/30/2015**	33.320	9.550	K 4.650	-	1.100	L 0.210	8.0	50.000	M 67.240	M 67.240	84.490	
COMM & SYSTEM TECH.	8/22/2015	11/30/2015**	37.940	9.550	K 4.650	-	1.100	L 0.210	8.0	54.780	M 74.410	M 74.410	94.050	
INSIDE WIREMAN, TECHNICIAN	8/22/2015	02/28/2016**	A 46.510	13.100	K 10.000	-	0.650	N 0.860	8.0	72.520	O 96.470	O 96.470	120.420	
CABLE SPLICER	8/22/2015	02/28/2016**	A 52.920	13.100	K 10.000	-	0.650	N 0.860	8.0	79.120	O 106.370	O 106.370	133.630	
# FIELD SURVEYOR: P CHIEF OF PARTY	8/22/2015	02/29/2016**	38.070	13.030	Q 10.640	R 3.410	0.770	0.160	8.0	66.080	S 85.110	T 85.110	104.150	
P INSTRUMENTMAN	8/22/2015	02/29/2016**	34.980	13.030	Q 10.640	R 3.410	0.770	0.160	8.0	62.990	S 80.480	T 80.480	97.970	
P CHAINMAN/RODMAN	8/22/2015	02/29/2016**	32.100	13.030	Q 10.640	R 3.410	0.770	0.160	8.0	60.110	S 76.160	T 76.160	92.210	
# GLAZIER	8/22/2015	12/31/2015**	A 43.430	9.900	U 14.290	-	0.550	V 0.380	8.0	68.550	W 90.260	111.980	111.980	
# X MARBLE FINISHER	8/22/2015	07/31/2016**	Y 30.220	9.790	3.930	I -	0.450	0.550	8.0	44.940	Z 60.050	75.160	75.160	
# X MARBLE MASON	8/22/2015	07/31/2016**	Y 40.410	9.790	14.390	I -	0.800	0.770	8.0	66.160	Z 86.360	106.570	106.570	
# PAINTER: BRUSH AND SPRAY	2/22/2015	12/31/2015**	AA 36.400	9.900	Q 11.160	I -	0.420	0.380	D 8.0	58.260	76.460	AB 76.460	94.660	
INDUSTRIAL PAINTER	2/22/2015	12/31/2015**	AA 36.900	9.900	Q 11.160	I -	0.420	0.380	D 8.0	58.760	77.210	AB 77.210	95.660	
SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2015	12/31/2015**	AA 36.900	9.900	Q 11.160	I -	0.420	0.380	D 8.0	58.760	77.210	AB 77.210	95.660	
EXOTIC MATERIALS	2/22/2015	12/31/2015**	AA 37.150	9.900	Q 11.160	I -	0.420	0.380	D 8.0	59.010	77.580	AB 77.580	96.160	
PAPERHANGER/WALLCOVERING TAPER	2/22/2015	12/31/2015**	AA 37.400	9.900	Q 11.160	I -	0.420	0.380	D 8.0	59.260	77.960	AB 77.960	96.660	
AD TAPER CLEAN-UP	8/22/2015	12/31/2015*	AE 16.900	9.900	-	-	-	-	8.0	26.800	35.250	D 35.250	AB 43.700	
# PLASTERER	8/22/2015	06/30/2016**	AF 38.490	13.030	10.630	F -	1.090	1.050	D 8.0	64.290	AG 80.920	AG 80.920	97.540	
# AH PLASTER TENDER	8/22/2015	06/30/2016*	AI 32.400	9.330	12.770	F -	0.340	0.580	8.0	55.420	AJ 69.070	AJ 69.070	82.720	
AH GUN MAN	8/22/2015	06/30/2016*	AI 33.150	9.330	12.770	F -	0.340	0.580	8.0	56.170	AJ 70.190	AJ 70.190	84.220	
# PLUMBER: PLUMBER, PIPE FITTER & REFRIGERATION FITTER (HVAC)	8/22/2015	06/30/2016*	A 53.420	17.560	AK 15.130	-	1.750	1.700	8.0	89.560	E 116.270	E 116.270	142.980	
SERVICE TECHNICIAN	8/22/2015	06/30/2016*	A 52.530	17.560	AK 15.130	-	1.750	1.700	8.0	88.670	114.930	AL 114.930	114.930	
STEAMFITTER	8/22/2015	06/30/2016**	A 53.460	AM 17.550	AN 13.840	-	3.700	0.300	8.0	94.350	E 123.830	E 123.830	153.310	

LOCALITY: CONTRA COSTA COUNTY

DETERMINATION: CON-2015-2

- * EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
- ** THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
- # INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP). TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://www.dir.ca.gov/DAS/DAS.HTML).
- & THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- B INCLUDES AN AMOUNT FACTORED AT THE OVERTIME MULTIPLIER RATE.
- C INCLUDES AMOUNT FOR INDUSTRY PROMOTION FUND, INTERNATIONAL MASONRY INSTITUTE (IMI), AND LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)
- D SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- E RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- F INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- G RATE APPLIES TO THE FIRST 10 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.
- H RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- I INCLUDED IN BASIC HOURLY RATE.
- J RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- K IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- L IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES.
- M RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- N AMOUNT IS FOR INDUSTRY FUND.
- O RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- P ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
- Q INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- R INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- S RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS, MONDAY THROUGH FRIDAY. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE.
- T RATE APPLIES TO THE FIRST 12 OVERTIME HOURS WORKED. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE. IN THE EVENT IT IS NOT REASONABLY POSSIBLE TO COMPLETE 40 HOURS OF WORK ON AN 8 HOUR DAY, MONDAY THROUGH FRIDAY, THEN THE BALANCE OF THE 40 HOURS, UP TO 8 HOURS, MAY BE WORKED ON SATURDAY AT THE STRAIGHT-TIME RATE.
- U INCLUDES AN AMOUNT PER HOUR WORKED FOR IUPAT, IARP, AND RETIREE PENSION.
- V INCLUDES AMOUNTS FOR INDUSTRY FUND, WORK PRESERVATION FUND, AND LABOR MANAGEMENT COOPERATION INITIATIVE
- W RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND FIRST 8 HOURS WORKED ON DESIGNATED DAYS OFF; ALL OTHER TIME IS PAID AT THE SATURDAY, SUNDAY AND HOLIDAY OVERTIME RATE.
- X EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL \$20.00 PER DAY ABOVE THE WAGE RATE.
- Y INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.
- Z RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.
- AA INCLUDES AMOUNT FOR VAC/HOL AND DUES CHECK OFF.
- AB DESIGNATED DAYS OFF SHALL BE PAID AT THE SATURDAY OVERTIME RATE; PLEASE REFER TO THE HOLIDAY PROVISIONS FOR A LIST OF DESIGNATED DAYS OFF.
- AC INCLUDES AMOUNTS FOR VACATION AND DUES CHECK OFF
- AD PLEASE NOTE THAT THE TAPER CLEAN-UP APPLIES ONLY TO THE TAPER CLASSIFICATION.
- AE INCLUDES AN AMOUNT FOR DUES CHECK OFF
- AF INCLUDE AMOUNTS WITHHELD FOR DUES CHECK OFF AND VACATION WHICH IS NOT FACTORED INTO OVERTIME. EMPLOYEES OPERATING AND WORKING BEHIND PLASTER GUNS SHALL RECEIVE AN ADDITIONAL \$5.00 PER DAY ABOVE THE WAGE RATE. EMPLOYEES WORKING ON AN EXTERIOR SUSPENDED SCAFFOLD SHALL BE PAID AN ADDITIONAL \$10.00 PER DAY ABOVE THE WAGE RATE.
- AG RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAYS AND DESIGNATED DAYS OFF. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- AH ALL HOD CARRIERS WORKING ON THE HOSE SHALL RECEIVE \$5.00 PER DAY OVER SCALE.
- AI INCLUDES AN AMOUNT FOR VACATION, DUES CHECK-OFF AND ORGANIZING DUES WHICH ARE NOT FACTORED INTO OVERTIME.
- AJ RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- AK PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AL SATURDAY MAY BE PAID AT STRAIGHT TIME IF THE WORK WEEK IS TUESDAY THROUGH SATURDAY.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: CONTRA COSTA COUNTY
DETERMINATION: CON-2015-2

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	INCREASE 1		INCREASE 2		INCREASE 3		INCREASE 4		INCREASE 5		INCREASE 6		INCREASE 7	
			DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE
BRICKLAYER, BLOCKLAYER: BRICKLAYER, BLOCKLAYER, STONEMASON POINTER, CLEANER, CAULKER, WATERPROOFER	8/22/2015	04/30/2016**	5/1/2016	\$1.00 A	5/1/2017	\$1.50 A	5/1/2018	\$1.75 A								
	8/22/2015	06/30/2016**	7/1/2016	\$1.80 A	7/1/2017	\$1.85 A										
BRICK TENDER	8/22/2015	04/30/2016**	5/1/2016	\$0.80 A	5/1/2017	\$1.20 A	5/1/2018	\$1.40 A								
CARPET, LINOLEUM, SOFT FLOOR LAYER FLOOR COVERING HANDLER AFTER 3 YEARS	8/22/2015	12/31/2015**	1/1/2016	\$2.00 A	1/1/2017	\$2.00 A	1/1/2018	\$2.00 A	1/1/2019	\$2.00 A						
FLOOR COVERING HANDLER LESS THAN 3 YEARS	8/22/2015	12/31/2015**	1/1/2016	\$1.00 A	1/1/2017	\$1.00 A	1/1/2018	\$1.00 A	1/1/2019	\$1.00 A						
FLOOR COVERING HANDLER TRAINEE, FIRST 3 MONTHS	8/22/2015	12/31/2015**	1/1/2016	\$0.80 A	1/1/2017	\$0.80 A	1/1/2018	\$0.80 A	1/1/2019	\$0.80 A						
FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS	8/22/2015	12/31/2015**	1/1/2016	\$0.64 A	1/1/2017	\$0.64 A	1/1/2018	\$0.64 A	1/1/2019	\$0.64 A						
ELECTRICIAN: COMM & SYSTEM INSTALLER	8/22/2015	11/30/2015**	12/1/2015	\$2.00 A	12/1/2016	\$2.00 A										
COMM & SYSTEM TECH.	8/22/2015	11/30/2015**	12/1/2015	\$2.00 A	12/1/2016	\$2.00 A										
INSIDE WIREMAN, TECHNICIAN	8/22/2015	02/28/2016**	2/29/2016	\$1.25 A	2/27/2017	\$1.25 A	2/26/2018	\$1.25 A								
CABLE SPICER	8/22/2015	02/28/2016**	2/29/2016	\$1.25 A	2/27/2017	\$1.25 A	2/26/2018	\$1.25 A								
FIELD SURVEYOR: B CHIEF OF PARTY	8/22/2015	02/29/2016**	3/1/2016	\$2.00 A	3/1/2017	\$2.00 A										
B INSTRUMENTMAN	8/22/2015	02/29/2016**	3/1/2016	\$2.00 A	3/1/2017	\$2.00 A										
B CHAINMAN/RODMAN	8/22/2015	02/29/2016**	3/1/2016	\$2.00 A	3/1/2017	\$2.00 A										
GLAZIER	8/22/2015	12/31/2015**	1/1/2016	\$2.25 C	1/1/2017	\$2.00 D	1/1/2018	\$1.75 E								
F MARBLE FINISHER	8/22/2015	07/31/2016**	8/1/2016	\$1.30 A	2/1/2017	\$0.05 A	8/1/2017	\$1.85 A	8/1/2018	\$2.20 A						
F MARBLE MASON	8/22/2015	07/31/2016**	8/1/2016	\$2.10 A	2/1/2017	\$0.40 A	8/1/2017	\$3.00 A	8/1/2018	\$3.25 A						
PAINTER: BRUSH AND SPRAY	2/22/2015	12/31/2015**	1/1/2016	\$2.00 A	1/1/2017	\$1.75 A										
INDUSTRIAL PAINTER	2/22/2015	12/31/2015**	1/1/2016	\$2.00 A	1/1/2017	\$1.75 A										
SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2015	12/31/2015**	1/1/2016	\$2.00 A	1/1/2017	\$1.75 A										
EXOTIC MATERIALS	2/22/2015	12/31/2015**	1/1/2016	\$2.00 A	1/1/2017	\$1.75 A										
PAPERHANGER/WALLCOVERING	2/22/2015	12/31/2015**	1/1/2016	\$2.00 A	1/1/2017	\$1.75 A										
TAPER	8/22/2015	12/31/2015**	1/1/2016	\$2.05 G	7/1/2016	\$2.05 A	1/1/2017	\$2.05 G	1/1/2018	\$2.05 G						
PLASTERER	8/22/2015	06/30/2016**	7/1/2016	\$1.70 A												
PLUMBER: STEAMFITTER	8/22/2015	06/30/2016**	7/1/2016	\$3.25 A	7/1/2017	\$3.25 A										
UNDERGROUND UTILITY PIPEFITTER	8/22/2015	06/30/2016**	7/1/2016	\$0.80 H												
LANDSCAPE PIPEFITTER	8/22/2015	06/30/2016**	7/1/2016	\$0.80 H												
UNDERGROUND UTILITY ASSISTANT JOURNEYMAN	8/22/2015	06/30/2016**	7/1/2016	\$0.80 H												
I LANDSCAPE ASSISTANT JOURNEYMAN	8/22/2015	06/30/2016**	7/1/2016	\$0.80 H												
J UNDERGROUND UTILITY TRADESMAN	8/22/2015	06/30/2016**	7/1/2016	\$0.80 H												
K LANDSCAPE TRADESMAN I	8/22/2015	06/30/2016**	7/1/2016	\$0.80 H												
K LANDSCAPE TRADESMAN II	8/22/2015	06/30/2016**	7/1/2016	\$0.80 H												
SPRINKLER FITTER (FIRE PROTECTION AND FIRE CONTROL SYSTEMS)	8/22/2015	07/31/2016**	8/1/2016	\$3.00 A	7/31/2017	\$3.75 A										
ROOFER BITUMASTIC, ENAMELER, PIPE WRAPPER, COAL TAR PITCH BUILD-UP	8/22/2015	07/31/2016**	8/1/2016	\$2.00 L	8/1/2017	\$2.00 L	8/1/2018	\$2.00 L	8/1/2019	\$2.00 M						
	8/22/2015	07/31/2016**	8/1/2016	\$2.00 L	8/1/2017	\$2.00 L	8/1/2018	\$2.00 L	8/1/2019	\$2.00 M						

ATTACHMENT C

MAINTENANCE AND TRADE SERVICES AGREEMENT ELECTRICAL SERVICES BID NO. 968-0209-16A

THIS AGREEMENT is made and entered into this **July 1, 2016** between **ST. FRANCIS ELECTRICAL** ("Contractor"), whose address is **975 Carden St., San Leandro, CA 94577** and telephone number is **510-639-0639 x. 227** and the CITY OF ANTIOCH, a municipal corporation ("City").

RECITALS

A. Contractor is qualified and experienced in providing services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to obtain these services from Contractor for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Contractor agree as follows:

1. **Services to be Performed.** The work will consist of providing services for the City of Antioch to **ELECTRICAL SERVICES BID NO. 968-0209-16A** as described further in Exhibit A, Scope of Work, which is attached and incorporated to the extent consistent with this Agreement.

2. **Compensation.** The total compensation under this Agreement shall not to exceed **\$200,000 per contract year**, with the details set forth in Exhibit A, which is attached and incorporated to the extent consistent with this Agreement.

3. **Term.** The term of this Agreement will expire on **June 30, 2021**.

4. **Method of Payment.** Payment shall be made within thirty (30) days of receipt of Contractor's invoice and approval by City. Delivery of any goods shall not constitute acceptance of any goods.

5. **Indemnification.** Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

6. **Insurance.** During the term of this Agreement, Contractor shall maintain at its own cost and expense the following insurance coverage against claims for injuries to persons or damages to property that may arise from or in connection the performance of the work under this Agreement and the results of that work by the Contractor, its agents, representatives, employees or subcontractors, with insurers with an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:

a. Commercial General Liability (CGL):

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Railroad Protective Liability. If Contractor's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

c. Automobile Liability Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

d. Workers' Compensation Insurance. as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

For services deemed public works, by signing this agreement, Contractor is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

e. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. *Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an

endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

- ii. *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- iii. *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- iv. *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- v. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

e. Certificate of Insurance and Endorsements. Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

f. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements

stated in this Agreement, including but not limited to naming additional insureds.

g. Higher limits. If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

7. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and other requirements set forth in the bid or contract documents; otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

8. Warranty Against Defects. Contractor warrants all work done and goods provided under this Agreement shall: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within 12 months following acceptance or any longer period of time provided by Contractor's standard warranty, Contractor shall be solely responsible for the correction of those defects.

9. Labor Code Prevailing Wage. To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

10. Notices. This Agreement shall be administered by ("Contract Administrator").

Any formal written notice to Contractor shall be sent to:
ST. FRANCIS ELECTRICAL
975 Carden Street
San Leandro, CA 94577

Any formal written notice to City shall be sent to:
City Manager
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

11. Miscellaneous Provisions.

a. City may terminate this Agreement at any time by mailing a notice to Contractor. Contractor shall be paid for that portion of goods accepted and/or work completed when notice is received. Contractor may not terminate this Agreement.

b. Contractor shall not assign or transfer this Agreement.

c. If either City or Contractor waive a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

d. This Agreement constitutes the entire understanding of the parties.

e. This Agreement may only be modified by a writing signed by the authorized representative of both parties.

f. Contractor covenants that it has obtained all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.

g. Contractor shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws.

Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous substances and disposal of hazardous wastes.

h. The Contractor will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.

i. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Contra Costa County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF ANTIOCH:

By: _____
Steven Duran, City Manager

CONTRACTOR:

By: _____

Title: _____

ATTEST:

Arne Simonsen, City Clerk of City of Antioch

By: _____

Title: _____
(Second signature required if a corporation)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



REQUEST FOR PROPOSAL

BID NO. 968-0209-16A

ELECTRICAL SERVICES

BID DUE: 2 pm February 9, 2016

I. GENERAL CONDITIONS

1. **General Information** - The Public Works Department of the City of Antioch, California, will receive bid responses at its office located at [1201 W. 4th Street, Antioch, CA 94509](https://www.ci.antioch.ca.us/1201-W-4th-Street-Antioch-CA-94509) on February 09, 2016 at 2 PM.

Questions relating to specifications or technical questions must be submitted via email to mwalker@ci.antioch.ca.us. Bidders are **NOT** to pursue City staff by telephone or in person.

2. **Form of Bid** - The bid shall be made on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted.
3. **Interpretation of Bids** - Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder shall submit a formal request to the Public Works Department for an interpretation thereof **prior** to the bid opening to the attention of Michelle Walker at mwalker@ci.antioch.ca.us. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum published on the City's website, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.
4. **Addenda** - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract. It is the bidder responsibility to check the City of Antioch website, for any addenda that may have been issued prior to the bid/proposal due date.
5. **Bid Opening** - Bids shall be delivered to the Public Works Department of the City of Antioch located at [1201 W. 4th St. Antioch, 94509](https://www.ci.antioch.ca.us/1201-W-4th-St-Antioch-94509) on or before the day and hour set for the opening of bids. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.
6. **Late Bids** - Any bids received after the scheduled time of opening will be clocked in, but will not be opened or considered.
7. **No Bid** - If a bid is not made, the bid form must be returned and the reason for not bidding stated; otherwise the vendor's name will be removed from the bidders list. If a bid is submitted without an amount, it will not be considered.
8. **Award or Rejection** - The bid will be awarded to the lowest responsive and responsible bidder offering the best value to the City and will be announced by way of publishing to the City's website ([Bid Documents](#)). Best value is based on all factors, including: cost (unit prices and total prices); contractor's ability, capacity and skill; ability to perform within the time required; character, integrity, reputation, judgment, experience and efficiency of contractor; quality of contractor's performance on previous purchases or contracts, if applicable; and the ability of the contractor to provide future maintenance, repair, parts and services, if applicable.

The City reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any minor irregularities or informalities in the bid. It is anticipated that all items will be purchased, however the City reserves the right to change quantities prior to the award. Estimated quantities are no

guarantee of a certain quantity to be ordered by City. The City reserves the right to make the award to the overall low bidder, or split the award amongst the bidders. If the bid is on an "all or nothing" basis, this must be stated on the bid form.

For the purpose of evaluating bids for multiple awards, the sum of \$175.00 is considered to be the administrative cost to the City for issuing and administering each contract awarded. Individual awards will be made for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative cost.

- 9. Terms and Conditions** - The bidder shall not change the wording on the specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be considered. Conditional bids cannot be accepted.
- 10. Brand Names**- The make or brand and grade of the article on which the bid is submitted should be stated on the bid form.
- 11. Payment Terms** - Must be indicated by filling in the proper blanks on the bid form. Cash discounts of less than 20 days will be considered net. The standard terms at the City of Antioch are Net 30 days.
- 12. FOB Point** - It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.
- 13. Approved Equal – Brand names and numbers, when used, are for reference to indicate the character or quality desired.** The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration if literature is submitted with the bid showing that the product is of equal or better quality and utility to that specified by the City. Determination of acceptability of any product shall be solely at the City's discretion.
- 14. Tax** - No bid shall include federal excise tax, inasmuch as the City is exempt per published IRS regulations concerning state/local governments. The City is obligated to pay applicable state sales or use taxes.
- 15. Samples** - When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request be returned at bidder's expense unless retained by City for future comparison.
- 16. Inspection** - All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.

17. Assignment - No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.

18. Warranty - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid. Contractor warrants all work done and goods provided under this Agreement shall at the minimum: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within said 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.

19. Timely Delivery – If indicated in the bid form, bidder shall indicate time of delivery as the number of calendar days following receipt of the order by the contractor to receipt of the goods or services by the City. Time of delivery may be a consideration in the award.

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

20. Liquidated Damages - If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the contractor shall pay to the City the sum of one hundred (\$100.00) dollars per day for each and every calendar day's delay in finishing the contract.

21. Termination for Default - The City may, by written notice of default to the vendor/contractor, terminate the contract in whole or in part should the vendor/contractor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor/contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

22. Termination for Convenience - The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the contractor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

23. Fiscal Year - Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

24. Equal Opportunity - Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation or any other prohibited basis under federal or state law, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

25. Business License – The City of Antioch requires that any contractor doing business within the city limits must hold a valid City of Antioch Business License prior to merchandise delivery (by vendor) or services provided.

26. Governing Law - This contract shall be construed and interpreted according to the laws of the State of California with venue for any action under this Agreement in Contra Costa County, California.

27. Liabilities -- Contractor shall indemnify, save and hold harmless from and defend the City, its officers agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

28. Right to Audit -- The City of Antioch reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

29. Assignment -- In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

30. Surety Bonds – The Bidder is required to submit a bidder's bond if included on the Bid Form. Unless stated to the contrary in the Detailed Specifications, Contractor is required to provide the following surety bonds from an admitted and authorized surety in California in the full amount of the work to be performed:

A Performance Bond. A Payment Bond.

31. Prevailing Wage - Where labor is required for public work as part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractors shall pay no less than the minimum wages established by the Director of the Department of Industrial Relations of the State of California.

To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

The City reserves the right to request and review the contractor's payroll records in the form of certified payroll records. In the event certified payroll records are requested, they are to be submitted via email to mwalker@ci.antioch.ca.us. Furthermore, Contractor is to submit two sets: one complete and one redacted of private information [On the second copy the name, address and social security number of the individual employees must be redacted (blacked out).]

32. Appeals -- Any actual or prospective bidder, or contractor that has a grievance in connection with any City solicitation or award of contract may protest in writing pursuant to the provisions in Antioch Municipal Code section 3-4.03. Protestors are urged to seek resolution of their complaints initially with the using department.

33. Contract Documents - The work embraced herein shall be performed at the locations covered in this bid and in accordance with the current Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation. In addition to the State Specifications, the following will also apply: these Specifications; the Proposal; the Contract, required herein; any supplemental agreements amending or extending the work; working drawings or sketches clarifying or enlarging upon the work specified herein; and to pertinent portions of other documents included by reference thereto in these Specifications.

The Successful bidder shall be expected to agree to and comply with all terms addressed in the attached Sample Maintenance and Trade Services Agreement. The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Conditional bids cannot be accepted.

34. Insurance -- Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

All certificates and endorsements must be emailed to mwalker@ci.antioch.ca.us, with the name of the contract clearly identified on the certificates and endorsements AND annual renewals automatically be generated and emailed as instructed.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01), Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation: As required by the State of California.
4. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

Additional requirements if applicable:

5. Builder's Risk: Completed value of the project with no coinsurance penalty provisions for construction project.
6. Professional Liability: \$1,000,000 as needed for design/build and other professional services.
7. Contractor's Pollution Liability: \$1,000,000 per occurrence \$2,000,000 policy aggregate if hazardous materials are involved.

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

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

1. Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Certificate of Insurance and Endorsements: Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by City.

Verification of Coverage: Contractor shall furnish the Entity with original certificates and amendatory **endorsements** affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

II SPECIFICATIONS

The City of Antioch is requesting quotations for street light repair, park lighting, miscellaneous electrical services and materials, as needed, city wide. Bid only on line items you can provide.

Contractor Will Provide

Contractor to be capable of responding to requests by both email and cell phone. The Contractor shall have a representative available to meet with the City of Antioch representative from Monday through Friday 7am – 3:30 pm, except holidays. A safe and motivated crew capable of performing all work per specifications. All labor, equipment and materials required to perform the work as specified in a safe and productive manner. Contractor will be responsible for onsite safety, traffic control and quality control. Contractor must abide by all CalTrans specified traffic control standards. All work must be in accordance with all state and local laws, codes and specifications. Workers to wear reflective vests at all times. Vehicles must be clearly labeled with company name and vehicles numbers. Contractor to provide the City with a list on the first of each month that includes the work order number, status and expected completion date.

Payments & Invoicing

Invoices must list the City issued purchase order number and work order number of the corresponding job. All information is to be provided in email format and hard copy if directed so.

Contract Term

This contract will be effective July 1, 2016, thru June 30, 2021.

Customer Service & Quality Assurance

Any work or assigned duties that are not performed to our standards and/or contractual agreement may result in delay, reduction or discount at the contractors expense. The judgment for reduced payment or discount shall be at the City's sole discretion. In addition, the City may move to the next lowest responsible bidder if the City is not happy with the services or communication supplied by the contractor. All complaints about services rendered will be processed by the Deputy Director of Public Works or designee/s.

Hours Of Operation

The Contractor shall have a representative available to meet with City of Antioch personnel during the normal City working hours, which are 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays. Contractor may work on Fridays or Saturdays with prior permission from City representative. Per Antioch Municipal Code, Section 5-17-05, construction noise is limited on weekdays, no construction noise prior to 7:00 am and after 6:00 pm, and further limited to 8:00 am and 5:00 pm if within 300 feet of occupied dwellings.

III BID SUBMITTAL

CITY OF ANTIOCH
ELECTRICAL SERVICES
Bid No. 968-0209-16A

The undersigned bidder declares that it has carefully examined the locations of the proposed work, plans and specifications, special provisions and read the accompanying instructions to bidders. The undersigned submitter certifies that he/she is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the state of California to do the type of work required under the terms of the contract documents. Submitter further certifies that he/she is skilled and regularly engaged in the general class of work called for in the contract documents.

In accordance with the requirements, the submitter represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Submitter further acknowledges that there are certain peculiar and inherent conditions which may create, during maintenance operations, unusual or peculiar unsafe conditions hazardous to persons and property. Submitter acknowledges that he/she is aware of such risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the maintenance services with respect to such hazards.

Does proposed bid conform to all requirements listed in this document and drawings? Y
If NO, explain non-conforming specifications in detail on separate sheet.

Terms or Cash Discount (if other than net 30 days) NET 30

Company Name St. Francis Electric

Contact Name Danielle Gillman

Title Project administrator

Address 975 Carden st.

City/State/Zip San Leandro, Ca, 94577

Telephone 510.639.0639 x227 FAX 510.639.9116

Email Address Dgillman@yahoo.com

Contractor's License No. 1003811 Exp. Date 5/31/17

City of Antioch Business License No. 3005897 Exp. Date 5.31.16

Signature  Date 2/9/16

Bid must be in a sealed envelope with the bid number, closing date, and time on the outside envelope.

DELIVER BID SUBMITTAL TO:

CITY OF ANTIOCH
PUBLIC WORKS
BID NO. 968-0209-16A
1201 W 4TH STREET
ANTIOCH, CA 94509

A.) MATERIALS (City provides light poles, cobra heads, decorative light fixtures, lamps, ballasts & photo cells.)

Mark-up on miscellaneous materials not provided by the City (% not hourly)

Overhead	1.	<u>12</u>	%
Profit	2.	<u>12</u>	%

B.) EQUIPMENT

Hourly Rates for Items 3 thru 20

Line Truck	3.	<u>75-</u>
Crane	4.	<u>75-</u>
Bucket Truck	5.	<u>35-</u>
Dump Truck	6.	<u>30-</u>
Flatbed Truck	7.	<u>25-</u>
20ft Trailer	8.	<u>15-</u>
Towable Safety Arrow Board	9.	<u>20-</u>
Service Truck / Tools	10.	<u>25-</u>
Road Signs/Flags/Reflective Cones (<i>Men Working, Lane Closed Left/Right etc.</i>)	11.	0
Special Equipment (<i>Electronic Locator, Testers, Megger etc.</i>)	12.	<u>0</u>
Other Specify	13.	<u>N/A</u>

C.) REPAIRS (Equipment and Labor; City provides lamps, poles, and light fixtures.)

Labor rate per hour for one electrician for repair work & misc. electrical services:	14.	<u>90-</u>
Overtime rate per hour for one electrician for repair work & misc. electrical service:	15.	<u>160-</u>
After hour emergency call-out rate for one electrician <i>Note: Call out does not include the time worked to complete repair or services. Contractor agrees to respond to all incidents deemed by the City to be emergencies within one hour. A contact number answered by a live person 7 days a week/ 24 hours a day.</i>	16.	<u>450-</u>
Pick up materials from City's Storage facility prior to each project. <i>(Light poles, pole arms, cobra heads, hardware, lamps, ballasts, photo cells, etc.)</i>	17.	<u>250-</u>
Labor rate for one electrician with tools and bucket truck to drive out & repair street light with new induction lamp, ballast and/or photo cell.	18.	<u>125-</u>
Estimated cost to replace 32 foot twin arm street light pole in a median. Includes all labor, lane closure road signs, flags, reflective cones, arrow boards, beacons, line truck/crane, service trucks, trailers, wire, terminals, terminations and grounding.	19.	<u>1,050-</u>
Estimated cost to replace 28 foot twin arm street light pole in a median. Includes all labor, lane closure road signs, flags, reflective cones, arrow boards, beacons, line truck/crane, service trucks, trailers, wire, terminals, terminations and grounding.	20.	<u>1,025-</u>

NON COLLUSION AFFIDAVIT

THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH
ELECTRICAL SERVICES
BID NO. 968-0209-16A

The Bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of the CITY OF ANTIOCH whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

NAME Andy Amador

SIGNATURE _____

TITLE Vice President

2/3/16

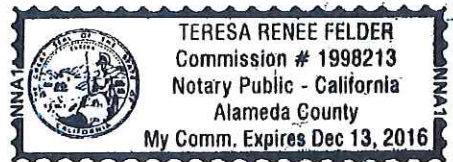
Subscribed and sworn to before me by:

Andy Amador, Vice President

This 3rd day of February, 2016

Teresa Renee Felder

Notary Public





STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 12, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Mike Bechtholdt, Deputy Public Works Director *MB*

APPROVED BY: Ron Bernal, Public Works Director/City Engineer *REB*

SUBJECT: Gasoline and Diesel Fuel Bid Award

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to execute an agreement with Hunt and Sons, Inc. to provide gasoline and diesel fuel products per Bid No. 405-0225-16A in the amount not to exceed \$500,000 per contract per year for a term beginning on July 1, 2016 and ending on June 30, 2021 for a total contract cost not to exceed \$2,000,000.

STRATEGIC PURPOSE

The recommended action supports Long Term Goal K by operating and maintaining Antioch's assets in that the gasoline and diesel products serve the City's entire fleet of vehicles, equipment, facility emergency generators, and the Marina's fuel business.

FISCAL IMPACT

Annual funding for fuel products is allocated in various department funds and charged accordingly as used in their respective vehicles and equipment. Emergency generator fuel is allocated and charged to the respective facility maintenance funds.

DISCUSSION

The Department of Public Works published the Gasoline and Diesel Fuel request for bids on February 25, 2016. The bid closed on March 15, 2016. Nine vendors were notified. We received four qualified, competitive submittals. This contract is based on the daily O.P.I.S. (Oil Price Information Service) West Coast Spot Market Report for the San Francisco Area. The per gallon prices quoted on the bid tabulation is in addition to the O.P.I.S. prices per gallon.

Hunt and Sons, Inc., Antioch, CA submitted the lowest bid. Hunt & Sons is a diversified petroleum distribution company with an office located within City limits. They specialize in commercial fleet fueling services, bulk fuel supply, and comprehensive lubricant solutions for industrial, commercial, agricultural and automotive use. Hunt and Sons is the incumbent vendor and has proven to be responsive, reliable and cooperative.

ATTACHMENT

A. Bid Tabulation

ATTACHMENT A

City of Antioch Gasoline & Diesel Fuel Bid No. 405-0225-16A Bid Tabulation Closed March 15, 2016, 2:00 PM

Cents Per Gallon + OPIS Index	Hunt & Sons, Inc. Antioch, CA	Valley Oil Company Mountain View, CA	Pinnacle Petroleum Huntington Beach, CA	SC Fuels San Jose, CA
<u>Gasoline, Unleaded, 87 Octane</u>				
0 to 500 Gallons	0.0625	0.1500	0.1150	0.2000
501 to 2,000 Gallons	0.0275	0.0900	0.0950	0.1500
2,001 to 4,000 Gallons	0.0175	0.0600	0.0750	0.1200
Total Amount of Tax Per Gal.	0.30581	0.3000	0.3084	
Brand Name of Product Bid	Tesoro or Chevron	Tesoro	Tesoro	Tesoro
<u>Clear Diesel Fuel</u>				
0 to 500 Gallons	0.06250	0.1500	0.1600	0.2000
501 to 2,000 Gallons	0.03750	0.0900	0.1300	0.1500
2,001 to 4,000 Gallons	0.02250	0.0600	0.1300	0.1200
Total Amount of Tax Per Gal.	0.13629	0.1300	0.13764	
Brand Name of Product Bid	Tesoro or Chevron	Tesoro	Tesoro	Tesoro



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 12, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Mike Bechtholdt, Deputy Public Works Director *MB*

APPROVED BY: Ron Bernal, Public Works Director/City Engineer *RB*

SUBJECT: 3-Person Landscape Crew Maintenance Service Bid Award

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to execute an agreement for a 3-Person Landscape Crew Maintenance Service with Pacific Coast Landscape Management, Inc. of Byron, CA, for the period July 1, 2016 through June 30, 2021 in the amount of \$742,409.20

STRATEGIC PURPOSE

This action is essential to Strategy K-1, ensuring well maintained public facilities, rights-of-way and parks, in that the City of Antioch continually strives to enhance its assets and use of resources to improve the beauty and desirability of its significant landscaped areas, and maintain a culture of cleanliness.

FISCAL IMPACTS

This agreement will be effective in the amounts of \$142,771.20 (FY 2016/17), \$145,626.00 (FY' 2017/18), \$148,480.80 (FY' 2018/19), \$151,338.20 (FY' 2019/20), and \$154,193.00 (FY' 2020/21). This expenditure is included in the approved fiscal year 16/17 budget, in various lighting and landscape districts budget funds, and has already been adopted by the Council as part of a 2-year budget implementation, ending June 30, 2017. Funding for these services in subsequent fiscal years, i.e.: FY' 2017/18 through FY' 2020/21, will be approved by Council through funds allocated in the same lighting and landscape district budgets, through budget adoptions relative to each fiscal year identified.

DISCUSSION

With the City's minimal landscape maintenance staffing levels, utilizing a contracted 3-Person Landscape Crew provides the most cost-effective way of maintaining the City's many landscaped areas. The 3-Person Landscape Maintenance Crew will perform professional landscape maintenance services, at various locations, based on an 8-hour day, and seasonal as-needed basis. The contracted service enhances the City's ability to provide a more consistent level of maintenance services. The contractor is

responsible for providing tools, equipment, vehicles, traffic & safety controls necessary to perform the work, and insurance for their employees. The Department of Public Works personnel will direct the contractor's work.

For larger jobs and/or projects, the City employs the services of a 5-Person Landscape Maintenance Crew.

The Department of Public Works published the 3-Person Landscape Maintenance Crew request for bids on January 13, 2016. The bid was closed on February 8, 2016. Sixteen (16) contractors were notified. Five (5) either declined to participate or did not respond to request. Two (2) responded with a "No Bid". The City received nine (9) responsive bids.

ATTACHMENTS

- A. Bid Tabulation
- B. Maintenance Trade Service Agreement



**CITY OF ANTIOCH
 BID TABULATION - 3-PERSON AND 5-PERSON LANDSCAPE CREW**

City of Antioch - Bid Tabulation 3-Person Landscape Crew Bid No. 988-0113A-16B Closed: February 8, 2016, 1:00 p.m.

	1	2	3	4	5	6	7	8	9
	Pacific Coast Landscape Management	Silva Landscape	Sunworld, Inc.	Terracare Associates	Pacheco Brothers Gardening, Inc.	Foster & Kroeger	Rubicon Enterprises, dba Rubicon Landscape	DBI Services - DeAngelo Brothers, LLC	MCE Corporation
2016 Cost for 3-person Landscape Crew at various locations in Antioch at a daily rate per 8 hour day:	\$549	\$680	\$696	\$840	\$840	\$870	\$1,008	\$1,072	N/B
Annual:	\$142,771.20	\$176,800	\$180,960	\$218,400	\$218,400	\$226,200	\$261,950	\$278,720	#VALUE!
Term or Cash Discount if other than 30 days:	None	Net 30	Net 30	None	1.5% / 20 days	None	Net 30	2% / 15 days	N/A
Discounted Terms - Final Bid	\$142,771.20	\$176,800	\$180,960	\$218,400	\$215,124	\$226,200	\$261,950	\$273,146	#VALUE!
Total Cost for an 8 hour day:									
2016/2017	\$549.12	\$680	\$696	\$840	\$840	\$870	\$1,007.50	\$1,072	N/B
2017/2018	\$560.10	\$680	\$696	\$840	\$861	\$900	\$1,028	\$1,072	N/B
2018/2019	\$571.08	\$680	\$696	\$840	\$863	\$930	\$1,048	\$1,114.88	N/B
2019/2020	\$582.07	\$680	\$744	\$895	\$905	\$960	\$1,070	\$1,114.88	N/B
2020/2021	\$593.05	\$680	\$744	\$895	\$928	\$990	\$1,091	\$1,159.48	N/B

City of Antioch - Bid Tabulation 5-Person Landscape Crew Bid No. 988-0113B-16C Closed: February 8, 2016, 2:00 p.m.

	1	2	3	4	5	6	7	8	9
	Pacific Coast Landscape Management	Sunworld, Inc.	Silva Landscape	Foster & Kroeger	Terracare Associates	Pacheco Brothers Gardening, Inc.	DBI Services - DeAngelo Brothers, LLC	Rubicon Enterprises, dba Rubicon Landscape	MCE Corporation
2016 Cost for 3-person Landscape Crew at various locations in Antioch at a daily rate per 8 hour day:	\$915.20	\$1,160	\$1,260	\$1,450	\$1,600	\$1,600	\$1,636	\$1,711	N/B
Annual:	\$237,952	\$301,600	\$327,600	\$377,000	\$416,000	\$416,000	\$425,360	\$444,860	#VALUE!
Term or Cash Discount if other than 30 days:	None	Net 30	Net 30	None	None	1.5% / 20 days	2% / 15 days	Net 30	N/A
Discounted Terms - Final Bid	\$237,952	\$301,600	\$327,600	\$377,000	\$416,000	\$409,760	\$416,852.80	\$444,860	#VALUE!
Total Cost for an 8 hour day:									
2016/2017	\$915.20	\$1,160	\$1,260	\$1,450	\$1,600	\$1,600	\$1,636	\$1,711	N/B
2017/2018	\$933.50	\$1,160	\$1,260	\$1,500	\$1,600	\$1,640	\$1,636	\$1,745	N/B
2018/2019	\$951.81	\$1,160	\$1,260	\$1,550	\$1,600	\$1,681	\$1,668.72	\$1,780	N/B
2019/2020	\$970.32	\$1,240	\$1,260	\$1,600	\$1,720	\$1,723	\$1,736	\$1,816	N/B
2020/2021	\$988.40	\$1,240	\$1,260	\$1,650	\$1,720	\$1,766	\$1,770.72	\$1,852	N/B

ATTACHMENT A

ATTACHMENT B

MAINTENANCE AND TRADE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July 2016 between **PACIFIC COAST LANDSCAPE MANAGEMENT** ("Contractor"), whose address is **P.O. BOX 757, Byron, CA 94514** and telephone number is **925-513-2310** and the CITY OF ANTIOCH, a municipal corporation ("City").

RECITALS

A. Contractor is qualified and experienced in providing services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to obtain these services from Contractor for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Contractor agree as follows:

1. **Services to be Performed.** The work will consist of providing **3-Person Landscape Crew Maintenance Services** for the City of Antioch to various locations as described further in Exhibit A, Scope of Work, which is attached and incorporated to the extent consistent with this Agreement.

2. **Compensation.** The total compensation under this Agreement shall not exceed the amounts and details set forth in Exhibit B, which is attached and incorporated to the extent consistent with this Agreement.

3. **Term.** The term of this Agreement will expire on **June 30, 2021**.

4. **Method of Payment.** Payment shall be made within thirty (30) days of receipt of Contractor's invoice and approval by City. Delivery of any goods shall not constitute acceptance of any goods.

5. **Indemnification.** Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

6. **Insurance.** During the term of this Agreement, Contractor shall maintain at its own cost and expense the following insurance coverage against claims for injuries to persons or damages to property that may arise from or in connection the performance of the work under this Agreement and the results of that work by the Contractor, its agents, representatives, employees or subcontractors, with insurers with an A.M. Best's rating of no less than A-VII unless otherwise accepted by the City in writing:

a. Commercial General Liability (CGL):

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Railroad Protective Liability. If Contractor's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

c. Automobile Liability Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

d. Workers' Compensation Insurance. as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. For services deemed public works, by signing this agreement, Contractor is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

e. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

ii. *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

iv. *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

v. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

e. Certificate of Insurance and Endorsements. Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

f. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

g. Higher limits. If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

7. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and other requirements set forth in the bid or contract documents; otherwise City shall not have the right to control the means by

which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

8. **Warranty Against Defects.** Contractor warrants all work done and goods provided under this Agreement shall: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within 12 months following acceptance or any longer period of time provided by Contractor's standard warranty, Contractor shall be solely responsible for the correction of those defects.

9. **Labor Code Prevailing Wage.** To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

10. **Notices.** This Agreement shall be administered by Mark Harris, Operations Supervisor ("Contract Administrator"). Any formal written notice to Contractor shall be sent to:

Al Beltran, Owner/President
P.O. Box 757
Byron, CA 94514

Any formal written notice to City shall be sent to:
City Manager
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

11. **Miscellaneous Provisions.**

a. City may terminate this Agreement at any time by mailing a notice to Contractor. Contractor shall be paid for that portion of goods accepted and/or work completed when notice is received. Contractor may not terminate this Agreement.

b. Contractor shall not assign or transfer this Agreement.

c. If either City or Contractor waive a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

d. This Agreement constitutes the entire understanding of the parties.

e. This Agreement may only be modified by a writing signed by the authorized representative of both parties.

f. Contractor covenants that it has obtained all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.

g. Contractor shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws.

Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous substances and disposal of hazardous wastes.

h. The Contractor will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.

i. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Contra Costa County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF ANTIOCH:

By: _____
Steven Duran, City Manager

CONTRACTOR:

By: _____

Title: _____

By: _____

Title: _____

(Second signature required if a corporation)

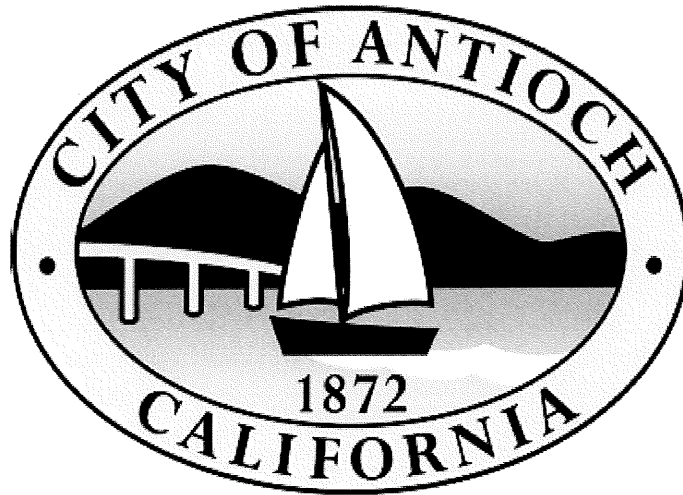
ATTEST:

Arne Simonsen, City Clerk of City of Antioch

APPROVED AS TO FORM:

William Galstan, Interim City Attorney

EXHIBIT A



REQUEST FOR PROPOSAL

3-PERSON LANDSCAPE CREW VARIOUS LOCATIONS

BID NO. 988-0113A-16B

BID DUE DATE: Monday, February 08, 2016 @ 1:00 PM

I. GENERAL CONDITIONS

- 1. General Information** - The Public Works Department of the City of Antioch, California, will receive bid responses at its office located at 1201 W. 4th Street, Antioch, CA 94509 on **Monday, February 8, 2016 @ 1:00 PM.**

Questions relating to specifications or technical questions related to the bid submittal, must be sent via email to aroberts@ci.antioch.ca.us. Bidders are **NOT** to pursue City staff by telephone or in person.

Bids shall be made only on the designated bid form, properly executed, and enclosed in a sealed envelope bearing the name of the bidder, the bid number, bid due date, and bid title. Forms are available and may be secured by prospective bidders at the Department of Public Works at 1201 W 4th Street, Antioch, CA 94531. Bids shall be written in ink, computer generated, or by typewriter. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the bid. Bids are to be verified before submission as they cannot be corrected or altered or signed after bids are opened. Bids shall be signed by an authorized officer or employee of the bidder.

It is your responsibility to check back on the website for any addenda that may have been issued, prior to the bid/proposal due date. Please proceed to the City's website at www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm for details.

- 2. Form of Bid** - The bid shall be made on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted.
- 3. Interpretation of Bids** - Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder shall submit a formal request to the Public Works Department for an interpretation thereof **prior** to the bid opening to the attention of Arlene Roberts at aroberts@ci.antioch.ca.us. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum published on the City's website, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.
- 4. Addenda** - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract. It is the bidder responsibility to check the City of Antioch website, for any addenda that may have been issued prior to the bid/proposal due date.

5. **Bid Opening** - Bids shall be delivered to the Public Works Department of the City of Antioch located at **1201 W. 4th St. Antioch, 94531** on or before the day and hour set for the opening of bids. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.
6. **Late Bids** - Any bids received after the scheduled time of opening will be clocked in, but will not be opened or considered.
7. **No Bid** - If a bid is not made, the bid form must be returned and the reason for not bidding stated; otherwise the vendor's name will be removed from the bidders list. If a bid is submitted without an amount, it will not be considered.
8. **Award or Rejection** - The bid will be awarded to the lowest responsive and responsible bidder offering the best value to the City and will be announced by way of publishing to the City's website, i.e.; www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm. Best value is based on all factors, including: cost (unit prices and total prices); contractor's ability, capacity and skill; ability to perform within the time required; character, integrity, reputation, judgment, experience and efficiency of contractor; quality of contractor's performance on previous purchases or contracts, if applicable; and the ability of the contractor to provide future maintenance, repair, parts and services, if applicable.

The City reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any minor irregularities or informalities in the bid. It is anticipated that all items will be purchased, however the City reserves the right to change quantities prior to the award. Estimated quantities are no guarantee of a certain quantity to be ordered by City. The City reserves the right to make the award to the overall low bidder, or split the award amongst the bidders. If the bid is on an "all or nothing" basis, this must be stated on the bid form.

For the purpose of evaluating bids for multiple awards, the sum of \$175.00 is considered to be the administrative cost to the City for issuing and administering each contract awarded. Individual awards will be made for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative cost.

9. **Terms and Conditions** - The bidder shall not change the wording on the specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be considered. Conditional bids cannot be accepted.
10. **Brand Names**- The make or brand and grade of the article on which the bid is submitted should be stated on the bid form.

- 11. Payment Terms** - Must be indicated by filling in the proper blanks on the bid form. Cash discounts of less than 20 days will be considered net. The standard terms at the City of Antioch are Net 30 days.
- 12. FOB Point** - It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.
- 13. Approved Equal – Brand names and numbers, when used, are for reference to indicate the character or quality desired.** The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration if literature is submitted with the bid showing that the product is of equal or better quality and utility to that specified by the City. Determination of acceptability of any product shall be solely at the City's discretion.
- 14. Tax** - No bid shall include federal excise tax, inasmuch as the City is exempt per published IRS regulations concerning state/local governments. The City is obligated to pay applicable state sales or use taxes. The sales tax rate for the City of Antioch is 9.25%.
- 15. Samples** - When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request be returned at bidder's expense unless retained by City for future comparison.
- 16. Inspection** - All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.
- 17. Assignment** - No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.
- 18. Warranty** - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid. Contractor warrants all work done and goods provided under this Agreement shall at the minimum: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within said 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.

19. Timely Delivery – If indicated in the bid form, bidder shall indicate time of delivery as the number of calendar days following receipt of the order by the contractor to receipt of the goods or services by the City. Time of delivery may be a consideration in the award.

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

20. Liquidated Damages - If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the contractor shall pay to the City the sum of one hundred (\$100.00) dollars per day for each and every calendar day's delay in finishing the contract.

21. Termination for Default - The City may, by written notice of default to the vendor/contractor, terminate the contract in whole or in part should the vendor/contractor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor/contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

22. Termination for Convenience - The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the contractor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

23. Fiscal Year - Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal

liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

24. Equal Opportunity - Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation or any other prohibited basis under federal or state law, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

25. Business License - The City of Antioch requires that any contractor doing business within the city limits must hold a valid City of Antioch Business License prior to merchandise delivery (by vendor) or services provided.

26. Governing Law - This contract shall be construed and interpreted according to the laws of the State of California with venue for any action under this Agreement in Contra Costa County, California.

27. Liabilities - Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

28. Right to Audit - The City of Antioch reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

29. Assignment - In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid.

Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

- 30. Surety Bonds** - The Bidder is required to submit a bidder's bond if included on the Bid Form. Unless stated to the contrary in the Detailed Specifications, Contractor is required to provide the following surety bonds from an admitted and authorized surety in California in the full amount of the work to be performed:

There is no bond required for this contract.

- 31. Prevailing Wage** - Where labor is required for public work as part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractors shall pay no less than the minimum wages established by the Director of the Department of Industrial Relations of the State of California.

To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

The City reserves the right to request and review the contractor's payroll records in the form of certified payroll records. In the event certified payroll records are requested, they are to be submitted via email to aroberts@ci.antioch.ca.us. Furthermore, Contractor is to submit two sets: one complete and one redacted of private information [on the second copy the name, address and social security number of the individual employees must be redacted (blacked out).]

- 32. Appeals** - Any actual or prospective bidder or contractor that has a grievance in connection with any City solicitation or award of contract may protest in writing pursuant to the provisions in Antioch Municipal Code section 3-4.03. Protestors are urged to seek resolution of their complaints initially with the using department.

33. Contract Documents - The work embraced herein shall be performed at the locations covered in this bid and in accordance with the current Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation. In addition to the State Specifications, the following will also apply: these Specifications; the Proposal; the Contract required herein; any supplemental agreements amending or extending the work; working drawings or sketches clarifying or enlarging upon the work specified herein; and to pertinent portions of other documents included by reference thereto in these Specifications.

The Successful bidder shall be expected to agree to and comply with all terms addressed in the attached Sample Maintenance and Trade Services Agreement. The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Conditional bids cannot be accepted.

34. Insurance - Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

All certificates and endorsements must be emailed to aroberts@ci.antioch.ca.us, with the name of the contract clearly identified on the certificates and endorsements AND annual renewals automatically be **generated and emailed as instructed**.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01), Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required

occurrence limit.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation: As required by the State of California.
4. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

Additional requirements if applicable:

5. Builder's Risk: Completed value of the project with no coinsurance penalty provisions for construction project.
6. Professional Liability: \$1,000,000 as needed for design/build and other professional services.
7. Contractor's Pollution Liability: \$1,000,000 per occurrence \$2,000,000 policy aggregate if hazardous materials are involved.

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

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

1. *Additional Insured Status*. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. *Primary Coverage*. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Certificate of Insurance and Endorsements: Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by City.

Verification of Coverage: Contractor shall furnish the Entity with original certificates and amendatory **endorsements** affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

II. SPECIFICATIONS

PAYMENTS & INVOICING: Shall be net 30, or within 15 days if terms include discount. With the request for payment each month, invoice must reference P.O. number and month of service.

EQUIPMENT & SUPPLIES: Contractor agrees to provide and maintain all equipment required to perform the above services. The contractor's equipment is to be of top quality and in good working order at all times. If the City or its designee requests replacement equipment due to poor quality or performance the contractor will replace the equipment at his/her own expense as soon as possible.

CONTRACT LENGTH & EFFECTIVE DATES: This contract will be effective **July 1, 2016, thru June 30, 2019**, upon successful approval of contractor's employees. Upon successful review, the vendor may be given the option to renew the contract for a period not to exceed two (2) additional years.

CUSTOMER SERVICE & QUALITY ASSURANCE: Any work or assigned duties that are not performed to our standards and/or contractual agreement may result in delay, reduction or discount at the contractors expense. The judgment for reduced payment or discount shall be at the City's sole discretion. In addition, the City may move to the next lowest responsible bidder if the City is not happy with the services or communication supplied by the contractor. All complaints about services rendered will be processed by the Deputy Public Works Director or designee/s.

BUDGET: The City has budgeted approximately \$170,000 annually. Nonetheless, this is not a guarantee of work or that all funds will be used.

TERM: The agreement for work may be extended up to 2 additional fiscal years at the price quoted. The agreement for additional years is contingent to both parties (City of Antioch and Contractor) agreeing on the respective price and volume of work.

HOURS OF OPERATION: The Contractor shall have a representative available to meet with City of Antioch personnel during the normal City working hours, which are 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays. Contractor may work on Saturdays with prior permission from City representative. Per Antioch Municipal Code, Section 5-17-05, construction noise is limited on weekdays, no construction noise prior to 7:00 am and after 6:00 pm, and further limited to 8:00 am and 5:00 pm if within 300 feet of occupied dwellings.

SCOPE OF WORK: The City of Antioch is requesting a quote for a 3-person landscape maintenance crew. The crew will work as directed in the medians and landscape rights-of-way throughout the City of Antioch.

CITY WILL PROVIDE:

- **Inspection** – The City's representative will answer questions and inspect work for contract compliance.
- **Direction and Quality Control** – The City's representative will lay out areas of work and answer questions as to the type of detailed trimming desired.
- **Notice** – The City shall give a 72-hour notice for the start of work and do its best to lay out a schedule so that the contractor has an idea of the length of time the crew will be utilized.
-

- **Disposal Site** – The City will provide to the contractor, a disposal site within twelve miles of the work locations.

CONTRACTOR WILL PROVIDE:

- **Crew** – A safe, motivated and skilled 3-person crew or team capable of productively pruning and trimming vegetation in a highly efficient and productive manner.
- **Equipment** – The following landscape maintenance equipment (*required*):
 1. One (1) String Trimmer or Weed Whacker
 2. Two (2) Trimmers
 3. One (1) Blower.
 4. One (1) 6-yard Dump Truck.
 5. One (1) Chainsaw (have onsite and available if needed).
 6. Rakes, shovels, brooms, etc., as needed to complete the task.
- **Safety** – Onsite safety and traffic control (*required*). Additionally, items furnished shall meet requirements of the Occupational Safety and Health Act (OSHA), federal, state and local requirements, in addition to requirements of appropriate safety standard organizations.
 - Workers to wear reflective vests at all times.
 - Vehicles must be clearly labeled with company name and vehicles numbers.
 - CalTrans specified traffic control for lane closures (*required*).
 1. One (1) CalTrans approved Arrow Board.
 2. All signs/devices required by CalTrans Standards Plans to set up a lane closure.
 3. Minimum of 50 (more may be required) 28-inch cones
- **Communication** - At least one crew member must be able to communicate with City staff in English, both verbally and in writing.
- **Cost** - The Contractor shall quote a price that includes compliance with all specifications listed, including labor, equipment, traffic control and any other incidentals to complete the work safely and efficiently

Time will start at the job site. Contractor is to keep the City informed of working locations so that the City representative can inspect the work throughout the process. The City of Antioch will reserve the right to make the sole judgment on productivity and efficiency. If the City's representative is not happy with the efficiency and productivity of the crew, s/he will move to another responsible bidder. If the City desires more than one 3-person crew, the City may elect to use more than one contractor.

SCOPE OF WORK REMINDER: The price quoted shall include compliance with all specifications listed above.

IV BID SUBMITTAL WORK SHEET - BID NO. 988-0113A-16B

Your Company Name: Pacific Coast Landscape Management

Contact Name: Al Beltran

Contact Phone: 925-525-8277 (cell)

Contact Email: albeltran@pacificcoastlandscape.net

Please provide the following information for Years 1 – 3:

- | | |
|---|---------------|
| - Total cost for an 8-hour day from July 1, 2016 to June 30, 2017 | <u>549.12</u> |
| - Total cost for an 8-hour day from July 1, 2017 to June 30, 2018 | <u>560.10</u> |
| - Total cost for an 8-hour day from July 1, 2018 to June 30, 2019 | <u>571.08</u> |

If an extension is approved, information will be needed for Years 4 – 5.

Please provide information for Years 4 – 5 also:

- | | |
|---|---------------|
| - Total cost for an 8-hour day from July 1, 2019 to June 30, 2020 | <u>582.07</u> |
| - Total cost for an 8-hour day from July 1, 2020 to June 30, 2021 | <u>593.05</u> |

City of Antioch

PROJECT TITLE
Bid No. 988-0113A-16B

The undersigned bidder declares that it has carefully examined the locations of the proposed work, plans and specifications, special provisions and read the accompanying instructions to bidders. The undersigned submitter certifies that he/she is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the state of California to do the type of work required under the terms of the contract documents. Submitter further certifies that he/she is skilled and regularly engaged in the general class of work called for in the contract documents.

In accordance with the requirements, the submitter represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be preformed. Submitter further acknowledges that there are certain peculiar and inherent conditions which may create, during maintenance operations, unusual or peculiar unsafe conditions hazardous to persons and property. Submitter acknowledges that he/she is aware of such risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the maintenance services with respect to such hazards.

Does proposed bid conform to all requirements listed in this document and drawings? Yes No

If NO, explain non-conforming specifications in detail on separate sheet.

Terms or Cash Discount (if other than net 30 days) _____

Company Name Pacific Coast Landscape Management

Contact Name Al Beltran

Title Owner/President

Address PO Box 757

City/State/Zip Byron Ca 94514

Telephone 925-513-2310 FAX 925-513-2311

Email Address albeltran@pacificcoastlandscape.net

Contractor's License No. 733949 Exp. Date 7/31/2017

City of Antioch Business License No. 3003672 Exp. Date 10/31/2016

Signature  Date 2/8/2016

Bid must be in a sealed envelope with the bid number, closing date, and time on the outside envelope.

DELIVER BID SUBMITTAL TO:

CITY OF ANTIOCH
PUBLIC WORKS
BID NO. 988-0113A-16B
1201 W 4TH STREET
ANTIOCH, CA 94509

NON COLLUSION AFFIDAVIT

THIS PAGE MUST BE NOTARIZED

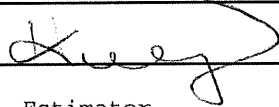
City of Antioch

PROJECT TITLE

Bid No. 988-0113A-16B

The Bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of the CITY OF ANTIOCH whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

NAME Heather Kulberg

SIGNATURE 

TITLE Estimator

Subscribed and sworn to before me by:

This _____ day of _____, 20____

Notary Public

See attached

Bidder's Initials HK

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Contra Costa

Subscribed and sworn to (or affirmed) before me
 on this 8th day of February, 2016,
 by Date Month Year
 (1) Heather Kulberg
 (and (2) _____),
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature L.A. Sadowsky
Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non Collusion Affidavit Document Date: _____

Number of Pages: 3 Signer(s) Other Than Named Above: _____



EXHIBIT B

BID TITLE: 3-Person Landscape Crew Various Locations
BID NO.: 988-0113A-16B
SELECTED/LOWEST BIDDER: Pacific Coast Landscape Management
PRESIDENT/OWNER: Al Beltran
ADDRESS: P.O. Box 757, Byron, CA 94514
TELEPHONE: 925-513-2310

Bids for Pacific Coast Landscape Management were submitted as follows:

PERIOD (Fiscal Year):	<i>(Total/Yr.)</i> 8-hour day Amount	<i>(Total/Yr.)</i> Annual Amount
- Year 1, July 1, 2016 to June 30, 2017	\$549.12	\$142,771.20
- Year 2, July 1, 2017 to June 30, 2018	\$560.10	\$145,626.00
- Year 3, July 1, 2018 to June 30, 2019	\$571.08	\$148,480.80
- Year 4, July 1, 2019 to June 30, 2020	\$582.07	\$151,338.20
- Year 5, July 1, 2020 to June 30, 2021	\$593.05	\$154,193.00

For a total cost of : **\$742,409.20**



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of April 12, 2016

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Mike Bechtholdt, Deputy Public Works Director *MB*

APPROVED BY: Ron Bernal, Public Works Director/City Engineer *MB for R.B.*

SUBJECT: 5-Person Landscape Crew Maintenance Service Bid Award

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to execute an agreement for a 5-Person Landscape Crew Maintenance Service with Pacific Coast Landscape Management, Inc. of Byron, CA, for the period July 1, 2016 through June 30, 2021 in the amount of \$1,237,399.80.

STRATEGIC PURPOSE

This action is essential to Strategy K-1, ensuring well maintained public facilities, rights-of-way and parks, in that the City of Antioch continually strives to enhance its assets and use of resources to improve the beauty and desirability of its significant landscaped areas, and maintain a culture of cleanliness.

FISCAL IMPACTS

This agreement will be effective in amounts of \$237,952.00 (FY 2016/17), \$242,710.00 (FY' 2017/18), 247,470.60 (FY' 2018/19), \$252,283.20 (FY' 2019/20), and \$256,984.00 (FY' 2020/21). This expenditure is included in the approved fiscal year 16/17 budget, in various lighting and landscape districts budget funds, and has already been adopted by the Council as part of a 2-year budget implementation, ending June 30, 2017. Funding for these services in subsequent fiscal years, i.e.: FY' 2017/18 through FY' 2020/21, will be approved by Council through funds allocated in the same lighting and landscape district budgets, through budget adoptions relative to each fiscal year identified.

DISCUSSION

With the City's reduced landscape maintenance staffing levels, utilizing a contracted 5-Person Landscape Crew provides the most cost-effective way of maintaining the City's many landscaped areas. The 5-Person Landscape Maintenance Crew will perform professional landscape maintenance services, at various locations, based on an 8-hour day, and seasonal as-needed basis. The contracted service enhances the City's ability to provide a more consistent level of maintenance services. The contractor is responsible for providing tools, equipment, vehicles, traffic & safety controls necessary

to perform the work, and insurance for their employees. The Department of Public Works personnel will direct the contractor's work.

The 5-Person Landscape Maintenance Crew is typically utilized for larger jobs and/or projects throughout the City.

The Department of Public Works published the 5-Person Landscape Maintenance Crew request for bids on January 13, 2016. The bid was closed on February 8, 2016. Sixteen (16) contractors were notified. Five (5) either declined to participate or did not respond to request. Two (2) responded with a "No Bid". The City received nine (9) responsive bids.

ATTACHMENTS

- A. Bid Tabulation
- B. Maintenance Trade Service Agreement



**CITY OF ANTIOCH
BID TABULATION - 3-PERSON AND 5-PERSON LANDSCAPE CREW**

City of Antioch - Bid Tabulation 3-Person Landscape Crew Bid No. 988-0113A-16B Closed: February 8, 2016, 1:00 p.m.									
	1	2	3	4	5	6	7	8	9
	Pacific Coast Landscape Management	Silva Landscape	Sunworld, Inc.	Terracare Associates	Pacheco Brothers Gardening, Inc.	Foster & Kroeger	Rubicon Enterprises, dba Rubicon Landscape	DBI Services - DeAngelo Brothers, LLC	MCE Corporation
2016 Cost for 3-person Landscape Crew at various locations in Antioch at a daily rate per 8 hour day:	\$549	\$680	\$696	\$840	\$840	\$870	\$1,008	\$1,072	N/B
Annual:	\$142,771.20	\$176,800	\$180,960	\$218,400	\$218,400	\$226,200	\$261,950	\$278,720	#VALUE!
Term or Cash Discount if other than 30 days:	None	Net 30	Net 30	None	1.5% / 20 days	None	Net 30	2% / 15 days	N/A
Discounted Terms - Final Bid	\$142,771.20	\$176,800	\$180,960	\$218,400	\$216,124	\$226,200	\$261,960	\$273,146	#VALUE!
Total Cost for an 8 hour day:									
2016/2017	\$549.12	\$680	\$696	\$840	\$840	\$870	\$1,007.50	\$1,072	N/B
2017/2018	\$560.10	\$680	\$696	\$840	\$861	\$900	\$1,028	\$1,072	N/B
2018/2019	\$571.08	\$680	\$696	\$840	\$883	\$930	\$1,048	\$1,114.88	N/B
2019/2020	\$582.07	\$680	\$744	\$895	\$905	\$960	\$1,070	\$1,114.88	N/B
2020/2021	\$593.05	\$680	\$744	\$895	\$928	\$990	\$1,091	\$1,159.48	N/B

City of Antioch - Bid Tabulation 5-Person Landscape Crew Bid No. 988-0113B-16C Closed: February 8, 2016, 2:00 p.m.									
	1	2	3	4	5	6	7	8	9
	Pacific Coast Landscape Management	Sunworld, Inc.	Silva Landscape	Foster & Kroeger	Terracare Associates	Pacheco Brothers Gardening, Inc.	DBI Services - DeAngelo Brothers, LLC	Rubicon Enterprises, dba Rubicon Landscape	MCE Corporation
2016 Cost for 3-person Landscape Crew at various locations in Antioch at a daily rate per 8 hour day:	\$915.20	\$1,160	\$1,260	\$1,450	\$1,600	\$1,600	\$1,636	\$1,711	N/B
Annual:	\$237,952	\$301,600	\$327,600	\$377,000	\$416,000	\$416,000	\$425,360	\$444,860	#VALUE!
Term or Cash Discount if other than 30 days:	None	Net 30	Net 30	None	None	1.5% / 20 days	2% / 15 days	Net 30	N/A
Discounted Terms - Final Bid	\$237,952	\$301,600	\$327,600	\$377,000	\$416,000	\$409,760	\$416,852.80	\$444,860	#VALUE!
Total Cost for an 8 hour day:									
2016/2017	\$915.20	\$1,160	\$1,260	\$1,450	\$1,600	\$1,600	\$1,636	\$1,711	N/B
2017/2018	\$933.50	\$1,160	\$1,260	\$1,500	\$1,600	\$1,640	\$1,636	\$1,745	N/B
2018/2019	\$951.81	\$1,160	\$1,260	\$1,550	\$1,600	\$1,681	\$1,668.72	\$1,780	N/B
2019/2020	\$970.32	\$1,240	\$1,260	\$1,600	\$1,720	\$1,723	\$1,736	\$1,816	N/B
2020/2021	\$988.40	\$1,240	\$1,260	\$1,650	\$1,720	\$1,766	\$1,770.72	\$1,852	N/B

ATTACHMENT A

ATTACHMENT B

MAINTENANCE AND TRADE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July 2016 between **PACIFIC COAST LANDSCAPE MANAGEMENT** ("Contractor"), whose address is **P.O. BOX 757, Byron, CA 94514** and telephone number is **925-513-2310** and the CITY OF ANTIOCH, a municipal corporation ("City").

RECITALS

A. Contractor is qualified and experienced in providing services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to obtain these services from Contractor for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Contractor agree as follows:

1. **Services to be Performed.** The work will consist of providing **5-Person Landscape Crew Maintenance Services** for the City of Antioch to various locations as described further in Exhibit A, Scope of Work, which is attached and incorporated to the extent consistent with this Agreement.

2. **Compensation.** The total compensation under this Agreement shall not exceed the amounts and details set forth in Exhibit B, which is attached and incorporated to the extent consistent with this Agreement.

3. **Term.** The term of this Agreement will expire on **June 30, 2021**.

4. **Method of Payment.** Payment shall be made within thirty (30) days of receipt of Contractor's invoice and approval by City. Delivery of any goods shall not constitute acceptance of any goods.

5. **Indemnification.** Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

6. **Insurance.** During the term of this Agreement, Contractor shall maintain at its own cost and expense the following insurance coverage against claims for injuries to persons or damages to property that may arise from or in connection the performance of the work under this Agreement and the results of that work by the Contractor, its agents, representatives, employees or subcontractors, with insurers with an A.M. Best's rating of no less than A-VII unless otherwise accepted by the City in writing:

a. **Commercial General Liability (CGL):**

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. **Railroad Protective Liability.** If Contractor's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

c. **Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

d. **Workers' Compensation Insurance.** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. For services deemed public works, by signing this agreement, Contractor is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

e. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

ii. *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

iv. *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

v. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

e. Certificate of Insurance and Endorsements. Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

f. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

g. Higher limits. If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

7. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and other requirements set forth in the bid or contract documents; otherwise City shall not have the right to control the means by

which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

8. **Warranty Against Defects.** Contractor warrants all work done and goods provided under this Agreement shall: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within 12 months following acceptance or any longer period of time provided by Contractor's standard warranty, Contractor shall be solely responsible for the correction of those defects.

9. **Labor Code Prevailing Wage.** To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

10. **Notices.** This Agreement shall be administered by Mark Harris, Operations Supervisor ("Contract Administrator"). Any formal written notice to Contractor shall be sent to:

Al Beltran, Owner/President
P.O. Box 757
Byron, CA 94514

Any formal written notice to City shall be sent to:
City Manager
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

11. **Miscellaneous Provisions.**

a. City may terminate this Agreement at any time by mailing a notice to Contractor. Contractor shall be paid for that portion of goods accepted and/or work completed when notice is received. Contractor may not terminate this Agreement.

b. Contractor shall not assign or transfer this Agreement.

c. If either City or Contractor waive a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

d. This Agreement constitutes the entire understanding of the parties.

e. This Agreement may only be modified by a writing signed by the authorized representative of both parties.

f. Contractor covenants that it has obtained all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.

g. Contractor shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws.

Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous substances and disposal of hazardous wastes.

h. The Contractor will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.

i. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Contra Costa County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF ANTIOCH:

By: _____
Steven Duran, City Manager

CONTRACTOR:

By: _____

Title: _____

By: _____

Title: _____

(Second signature required if a corporation)

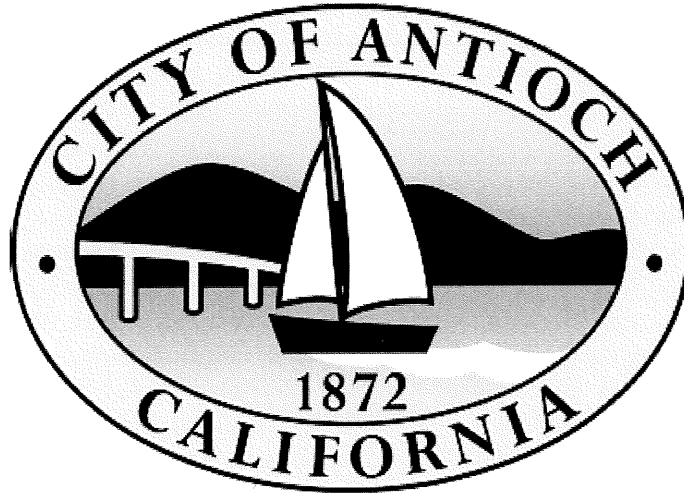
ATTEST:

Arne Simonsen, City Clerk of City of Antioch

APPROVED AS TO FORM:

Michael G. Vigilia, City Attorney

EXHIBIT A



REQUEST FOR PROPOSAL

5-PERSON LANDSCAPE CREW VARIOUS LOCATIONS

BID NO. 988-0113B-16C

BID DUE DATE: Monday, February 08, 2016 @ 2:00 PM

I. GENERAL CONDITIONS

- 1. General Information** - The Public Works Department of the City of Antioch, California, will receive bid responses at its office located at 1201 W. 4th Street, Antioch, CA 94509 on **Monday, February 8, 2016 @ 2:00 PM.**

Questions relating to specifications or technical questions related to the bid submittal, must be sent via email to aroberts@ci.antioch.ca.us. Bidders are **NOT** to pursue City staff by telephone or in person.

Bids shall be made only on the designated bid form, properly executed, and enclosed in a sealed envelope bearing the name of the bidder, the bid number, bid due date, and bid title. Forms are available and may be secured by prospective bidders at the Department of Public Works at 1201 W 4th Street, Antioch, CA 94531. Bids shall be written in ink, computer generated, or by typewriter. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the bid. Bids are to be verified before submission as they cannot be corrected or altered or signed after bids are opened. Bids shall be signed by an authorized officer or employee of the bidder.

It is your responsibility to check back on the website for any addenda that may have been issued, prior to the bid/proposal due date. Please proceed to the City's website at www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm for details.

- 2. Form of Bid** - The bid shall be made on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted.
- 3. Interpretation of Bids** - Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder shall submit a formal request to the Public Works Department for an interpretation thereof **prior** to the bid opening to the attention of Arlene Roberts at aroberts@ci.antioch.ca.us. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum published on the City's website, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.
- 4. Addenda** - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract. It is the bidder responsibility to check the City of Antioch website, for any addenda that may have been issued prior to the bid/proposal due date.

5. **Bid Opening** - Bids shall be delivered to the Public Works Department of the City of Antioch located at **1201 W. 4th St. Antioch, 94531** on or before the day and hour set for the opening of bids. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.
6. **Late Bids** - Any bids received after the scheduled time of opening will be clocked in, but will not be opened or considered.
7. **No Bid** - If a bid is not made, the bid form must be returned and the reason for not bidding stated; otherwise the vendor's name will be removed from the bidders list. If a bid is submitted without an amount, it will not be considered.
8. **Award or Rejection** - The bid will be awarded to the lowest responsive and responsible bidder offering the best value to the City and will be announced by way of publishing to the City's website, i.e.; www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm. Best value is based on all factors, including: cost (unit prices and total prices); contractor's ability, capacity and skill; ability to perform within the time required; character, integrity, reputation, judgment, experience and efficiency of contractor; quality of contractor's performance on previous purchases or contracts, if applicable; and the ability of the contractor to provide future maintenance, repair, parts and services, if applicable.

The City reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any minor irregularities or informalities in the bid. It is anticipated that all items will be purchased, however the City reserves the right to change quantities prior to the award. Estimated quantities are no guarantee of a certain quantity to be ordered by City. The City reserves the right to make the award to the overall low bidder, or split the award amongst the bidders. If the bid is on an "all or nothing" basis, this must be stated on the bid form.

For the purpose of evaluating bids for multiple awards, the sum of \$175.00 is considered to be the administrative cost to the City for issuing and administering each contract awarded. Individual awards will be made for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative cost.

9. **Terms and Conditions** - The bidder shall not change the wording on the specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be considered. Conditional bids cannot be accepted.
10. **Brand Names**- The make or brand and grade of the article on which the bid is submitted should be stated on the bid form.

- 11. Payment Terms** - Must be indicated by filling in the proper blanks on the bid form. Cash discounts of less than 20 days will be considered net. The standard terms at the City of Antioch are Net 30 days.
- 12. FOB Point** - It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.
- 13. Approved Equal – Brand names and numbers, when used, are for reference to indicate the character or quality desired.** The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration if literature is submitted with the bid showing that the product is of equal or better quality and utility to that specified by the City. Determination of acceptability of any product shall be solely at the City's discretion.
- 14. Tax** - No bid shall include federal excise tax, inasmuch as the City is exempt per published IRS regulations concerning state/local governments. The City is obligated to pay applicable state sales or use taxes. The sales tax rate for the City of Antioch is 9.25%.
- 15. Samples** - When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request be returned at bidder's expense unless retained by City for future comparison.
- 16. Inspection** - All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.
- 17. Assignment** - No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.
- 18. Warranty** - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid. Contractor warrants all work done and goods provided under this Agreement shall at the minimum: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within said 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.

19. Timely Delivery – If indicated in the bid form, bidder shall indicate time of delivery as the number of calendar days following receipt of the order by the contractor to receipt of the goods or services by the City. Time of delivery may be a consideration in the award.

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

20. Liquidated Damages - If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the contractor shall pay to the City the sum of one hundred (\$100.00) dollars per day for each and every calendar day's delay in finishing the contract.

21. Termination for Default - The City may, by written notice of default to the vendor/contractor, terminate the contract in whole or in part should the vendor/contractor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor/contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

22. Termination for Convenience - The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the contractor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

23. Fiscal Year - Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal

liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

24. Equal Opportunity - Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation or any other prohibited basis under federal or state law, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

25. Business License - The City of Antioch requires that any contractor doing business within the city limits must hold a valid City of Antioch Business License prior to merchandise delivery (by vendor) or services provided.

26. Governing Law - This contract shall be construed and interpreted according to the laws of the State of California with venue for any action under this Agreement in Contra Costa County, California.

27. Liabilities - Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

28. Right to Audit - The City of Antioch reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

29. Assignment - In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid.

Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

- 30. Surety Bonds** - The Bidder is required to submit a bidder's bond if included on the Bid Form. Unless stated to the contrary in the Detailed Specifications, Contractor is required to provide the following surety bonds from an admitted and authorized surety in California in the full amount of the work to be performed:

There is no bond required for this contract.

- 31. Prevailing Wage** - Where labor is required for public work as part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractors shall pay no less than the minimum wages established by the Director of the Department of Industrial Relations of the State of California.

To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

The City reserves the right to request and review the contractor's payroll records in the form of certified payroll records. In the event certified payroll records are requested, they are to be submitted via email to aroberts@ci.antioch.ca.us. Furthermore, Contractor is to submit two sets: one complete and one redacted of private information [on the second copy the name, address and social security number of the individual employees must be redacted (blacked out).]

- 32. Appeals** - Any actual or prospective bidder or contractor that has a grievance in connection with any City solicitation or award of contract may protest in writing pursuant to the provisions in Antioch Municipal Code section 3-4.03. Protestors are urged to seek resolution of their complaints initially with the using department.

33. Contract Documents - The work embraced herein shall be performed at the locations covered in this bid and in accordance with the current Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation. In addition to the State Specifications, the following will also apply: these Specifications; the Proposal; the Contract required herein; any supplemental agreements amending or extending the work; working drawings or sketches clarifying or enlarging upon the work specified herein; and to pertinent portions of other documents included by reference thereto in these Specifications.

The Successful bidder shall be expected to agree to and comply with all terms addressed in the attached Sample Maintenance and Trade Services Agreement. The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Conditional bids cannot be accepted.

34. Insurance - Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

All certificates and endorsements must be emailed to aroberts@ci.antioch.ca.us, with the name of the contract clearly identified on the certificates and endorsements AND annual renewals automatically be **generated and emailed as instructed**.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01), Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required

occurrence limit.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation: As required by the State of California.
4. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

Additional requirements if applicable:

5. Builder's Risk: Completed value of the project with no coinsurance penalty provisions for construction project.
6. Professional Liability: \$1,000,000 as needed for design/build and other professional services.
7. Contractor's Pollution Liability: \$1,000,000 per occurrence \$2,000,000 policy aggregate if hazardous materials are involved.

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

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

1. *Additional Insured Status*. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. *Primary Coverage*. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Certificate of Insurance and Endorsements: Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by City.

Verification of Coverage: Contractor shall furnish the Entity with original certificates and amendatory **endorsements** affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

II SPECIFICATIONS

PAYMENTS & INVOICING: Shall be net 30, or within 15 days if terms include discount. With the request for payment each month, invoice must reference P.O. number and month of service.

EQUIPMENT & SUPPLIES: Contractor agrees to provide and maintain all equipment required to perform the above services. The contractor's equipment is to be of top quality and in good working order at all times. If the City or its designee requests replacement equipment due to poor quality or performance the contractor will replace the equipment at his/her own expense as soon as possible.

CONTRACT LENGTH & EFFECTIVE DATES: This contract will be effective **July 1, 2016, thru June 30, 2019**, upon successful approval of contractor's employees. Upon successful review, the vendor may be given the option to renew the contract for a period not to exceed two (2) additional years.

CUSTOMER SERVICE & QUALITY ASSURANCE: Any work or assigned duties that are not performed to our standards and/or contractual agreement may result in delay, reduction or discount at the contractors expense. The judgment for reduced payment or discount shall be at the City's sole discretion. In addition, the City may move to the next lowest responsible bidder if the City is not happy with the services or communication supplied by the contractor. All complaints about services rendered will be processed by the Deputy Public Works Director or designee/s.

BUDGET: The City has budgeted approximately \$200,000 annually. Nonetheless, this is not a guarantee of work or that all funds will be used.

TERM: The agreement for work may be extended up to 2 additional fiscal years at the price quoted. The agreement for additional years is contingent to both parties (City of Antioch and Contractor) agreeing on the respective price and volume of work.

HOURS OF OPERATION: The Contractor shall have a representative available to meet with City of Antioch personnel during the normal City working hours, which are 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays. Contractor may work on Saturdays with prior permission from City representative. Per Antioch Municipal Code, Section 5-17-05, construction noise is limited on weekdays, no construction noise prior to 7:00 am and after 6:00 pm, and further limited to 8:00 am and 5:00 pm if within 300 feet of occupied dwellings.

SCOPE OF WORK: The City of Antioch is requesting a quote for a 5-person landscape maintenance crew. The crew will work as directed in the medians and landscape rights-of-way throughout the City of Antioch.

CITY WILL PROVIDE:

- **Inspection** – The City's representative will answer questions and inspect work for contract compliance.
- **Direction and Quality Control** – The City's representative will lay out areas of work and answer questions as to the type of detailed trimming desired.
- **Notice** – The City shall give a 72-hour notice for the start of work and do its best to lay out a schedule so that the contractor has an idea of the length of time the crew will be utilized.
- **Disposal Site** – The City will provide to the contractor, a disposal site within twelve miles of the work locations.

CONTRACTOR WILL PROVIDE:

- **Crew** – A safe, motivated and skilled 5-person crew or team capable of productively pruning and trimming vegetation in a highly efficient and productive manner.
- **Equipment** – The following landscape maintenance equipment (*required*):
 1. One (1) String Trimmer or Weed Whacker
 2. Two (2) Trimmers
 3. One (1) Blower.
 4. One (1) 6-yard Dump Truck.
 5. One (1) Chainsaw (have onsite and available if needed).
 6. Rakes, shovels, brooms, etc., as needed to complete the task.
- **Safety** – Onsite safety and traffic control (*required*). Additionally, items furnished shall meet requirements of the Occupational Safety and Health Act (OSHA), federal, state and local requirements, in addition to requirements of appropriate safety standard organizations.
 - Workers to wear reflective vests at all times.
 - Vehicles must be clearly labeled with company name and vehicles numbers.
 - CalTrans specified traffic control for lane closures (*required*).
 1. One (1) CalTrans approved Arrow Board.
 2. All signs/devices required by CalTrans Standards Plans to set up a lane closure.
 3. Minimum of 50 (more may be required) 28-inch cones
- **Communication** - At least one crew member must be able to communicate with City staff in English, both verbally and in writing.
- **Cost** - The Contractor shall quote a price that includes compliance with all specifications listed, including labor, equipment, traffic control and any other incidentals to complete the work safely and efficiently

Time will start at the job site. Contractor is to keep the City informed of working locations so that the City representative can inspect the work throughout the process. The City of Antioch will reserve the right to make the sole judgment on productivity and efficiency. If the City's representative is not happy with the efficiency and productivity of the crew, s/he will move to another responsible bidder. If the City desires more than one 5-person crew, the City may elect to use more than one contractor.

SCOPE OF WORK REMINDER: The price quoted shall include compliance with all specifications listed above.

IV BID SUBMITTAL WORK SHEET - BID NO. 988-0113B-16C

Your Company Name: Pacific Coast Landscape Management

Contact Name: Al Beltran

Contact Phone: 925-525-8277 (cell)

Contact Email: albeltran@pacificcoastlandscape.net

Please provide the following information for Years 1 – 3:

- Total cost for an 8-hour day from July 1, 2016 to June 30, 2017 915.20
- Total cost for an 8-hour day from July 1, 2017 to June 30, 2018 933.50
- Total cost for an 8-hour day from July 1, 2018 to June 30, 2019 951.81

If an extension is approved, information will be needed for Years 4 – 5.

Please provide information for Years 4 – 5 also:

- Total cost for an 8-hour day from July 1, 2019 to June 30, 2020 970.32
- Total cost for an 8-hour day from July 1, 2020 to June 30, 2021 988.40

City of Antioch

PROJECT TITLE
Bid No. 988-0113B-16C

The undersigned bidder declares that it has carefully examined the locations of the proposed work, plans and specifications, special provisions and read the accompanying instructions to bidders. The undersigned submitter certifies that he/she is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the state of California to do the type of work required under the terms of the contract documents. Submitter further certifies that he/she is skilled and regularly engaged in the general class of work called for in the contract documents.

In accordance with the requirements, the submitter represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be preformed. Submitter further acknowledges that there are certain peculiar and inherent conditions which may create, during maintenance operations, unusual or peculiar unsafe conditions hazardous to persons and property. Submitter acknowledges that he/she is aware of such risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the maintenance services with respect to such hazards.

Does proposed bid conform to all requirements listed in this document and drawings? Yes No

If NO, explain non-conforming specifications in detail on separate sheet.

Terms or Cash Discount (if other than net 30 days) _____

Company Name Pacific Coast Landscape Management

Contact Name Al Beltran

Title Owner / President

Address Po Box 757

City/State/Zip Byron Ca 94514

Telephone 925-513-2310 FAX 925-513-2311

Email Address abeltran@pacificcoastlandscape.net

Contractor's License No. 733949 Exp. Date 7/31/2017

City of Antioch Business License No. 3003672 Exp. Date 10/31/2016

Signature  Date 2/8/2016

Bid must be in a sealed envelope with the bid number, closing date, and time on the outside envelope.

DELIVER BID SUBMITTAL TO:

CITY OF ANTIOCH
PUBLIC WORKS
BID NO. 988-0113-16C
1201 W 4TH STREET
ANTIOCH, CA 94509



EXHIBIT B

BID TITLE: 5-Person Landscape Crew Various Locations
BID NO.: 988-0113B-16C
SELECTED/LOWEST BIDDER: Pacific Coast Landscape Management
PRESIDENT/OWNER: Al Beltran
ADDRESS: P.O. Box 757, Byron, CA 94514
TELEPHONE: 925-513-2310

Bids for Pacific Coast Landscape Management were submitted as follows:

PERIOD (Fiscal Year):	<i>(Total/Yr.)</i> 8-hour day Amount	<i>(Total/Yr.)</i> Annual Amount
- Year 1, July 1, 2016 to June 30, 2017	\$915.20	\$237,952.00
- Year 2, July 1, 2017 to June 30, 2018	\$933.50	\$242,710.00
- Year 3, July 1, 2018 to June 30, 2019	\$951.81	\$247,470.60
- Year 4, July 1, 2019 to June 30, 2020	\$970.32	\$252,283.20
- Year 5, July 1, 2020 to June 30, 2021	\$988.40	\$256,984.00

For a total cost of: **\$1,237,399.80**