



REQUEST FOR PROPOSAL

BID NO. 988-0220-19B

LANDSCAPE ENHANCEMENT CREW

BID DUE DATE: 2 PM, FEBRUARY 20, 2019

## **I. GENERAL CONDITIONS - BID NO. 988-0220-19B - LANDSCAPE ENHANCEMENT CREW**

- 1. General Information** - The Public Works Department of the City of Antioch, California, will receive bid responses at its office located at [1201 W. 4<sup>th</sup> Street, Antioch, CA 94509](#) on **2 PM, February 20, 2019**.

Questions relating to specifications or technical questions related to the bid submittal, must be sent via email to [publicworks@ci.antioch.ca.us](mailto:publicworks@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. 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 4<sup>th</sup> 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.
- 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 Maria Rayas at [publicworks@ci.antioch.ca.us](mailto:publicworks@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. Please proceed to the City's website at <https://www.antiochca.gov/rfps/> for details.
- 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.; <https://www.antiochca.gov/rfps/>. 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 with the City. if applicable; and the ability of the

contractor to provide future maintenance, repair, parts and services, if applicable. If within the past two years, a contractor has had a contract terminated early by the City of Antioch then contractor is disqualified from bidding on any future projects for a two year period from the date of termination.

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. Contractor shall be subject to liquidated damages in the event that the 4-person crew is not fully staffed on all scheduled workdays. The City shall request and schedule crews 10 workdays in advance to ensure adequate staffing at all times. It is agreed that unless all the crews are fully staffed as requested, the contractor shall pay liquidated damages in the sum of **one hundred (\$100.00) dollars per person per workday** to the City.

**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:  
***Bonds are NOT 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 [publicworks@ci.antioch.ca.us](mailto:publicworks@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 [publicworks@ci.antioch.ca.us](mailto:publicworks@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:

1. Builder's Risk: Completed value of the project with no coinsurance penalty provisions for construction project.
2. Professional Liability: \$1,000,000 as needed for design/build and other professional services.
3. 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 - BID NO. 988-0220-19B - LANDSCAPE ENHANCEMENT CREW**

- 1) **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. Invoices are to be emailed to [czepeda@ci.antioch.ca.us](mailto:czepeda@ci.antioch.ca.us) or other City designee.
- 2) **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.
- 3) **CONTRACT LENGTH & EFFECTIVE DATES:** This contract will be effective **April 1, 2019 through June 30, 2021**, 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. The agreement for additional years is contingent to both parties (City of Antioch and Contractor) agreeing on the respective price and volume of work.
- 4) **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 contractor's expense. The judgment for reduced payment or discount shall be at the City's sole discretion. In addition, the City may at its discretion terminate the contract early and move to another responsible bidder if the City is not happy with the productivity, efficiency, services or communication supplied by the contractor. All complaints about services rendered will be processed by the Deputy Public Works Director or designee/s.
- 5) **BUDGET:** The current estimate for the annual contract is up to \$100,000 per fiscal year. Nonetheless, this is not a guarantee of work or that all funds will be used. All work for this contract will be on an as needed basis. Funding is subject to approval of annual budgets and subject to change on short notice.
- 6) **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.
- 7) **TIME & LOCATIONS:** The Contractor shall bid an 8 hour workday. The '8 hours' starts 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 desires more than one landscape enhancement crew, then the City may elect to use more than one contractor.
- 8) **SCOPE OF WORK:** The City of Antioch is requesting a quote for a 4-person landscape enhancement crew to work 8 hours per day. The crew will work as directed in the medians and landscape rights-of-way throughout the City of Antioch.
- 9) **CITY WILL PROVIDE:**
  - a) Inspection – The City's representative will answer questions and inspect work for contract compliance.
  - b) Direction and Quality Control – The City's representative will lay out areas of work and answer questions as to the type of detailed trimming and ground preparation for replanting desired.
  - c) Plant Material – The City will provide all plant material including bark and soil amendments needed to replace dead or missing plants and trees.

- d) Irrigation Supplies- City will provide sprinkler heads, sprinklers, irrigation tubing, and risers as needed.
- e) 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.
- f) Disposal Site – The City will provide to the contractor, a disposal site within twelve miles of the work locations.

## **CONTRACTOR WILL PROVIDE THE FOLLOWING:**

### **10) CREW**

- a) A safe, motivated and skilled 4-person crew or team capable of productively pruning and trimming vegetation in a highly efficient and productive manner.
- b) A crew capable of efficiently and professionally planting missing trees, shrubs, and ground cover including any soil preparation and amendments needed prior to planting.
- c) A crew capable and trained to apply necessary pre-emergent herbicide prior to spreading bark.
- d) A crew capable of performing minor irrigation repairs such as changing out sprinkler heads, sprinklers, and minor irrigation tubing repairs.
- e) Crew to also pick up any and all litter/debris in the respective area unless otherwise directed.
- f) Contractor to ensure all state, federal and OSHA safety regulations are met including but not limited to cold drinking water, shade and rest periods.
- g) The duration of the annual working months are estimates only and no guarantee of work. The 4-person crew is estimated to work approximately 3 to 4 months per 12-month period, April thru May and September thru October, working Monday - Friday, 8 hours per day.
- h) Saturday work is on an as needed basis; availability is required.

### **11) EQUIPMENT – The following equipment is required:**

- a) One (1) commercial grade string trimmer or weed whacker.
- b) One (1) Engine Powered Rear Tine Roto-Tiller 8 hp minimum.
- c) Two (2) commercial grade gas powered trimmers: (1) pole hedge trimmer and (1) short trimmer.
- d) One (1) commercial grade blower.
- e) One (1) 6-yard (minimum size) dump truck or a truck and 6 cubic yard (minimum size) hydraulic dump trailer in place of a 6 yard (minimum size) dump truck.
- f) One (1) chainsaw (have onsite and available if needed).
- g) Rakes, shovels, brooms, etc., as needed to complete the task.
- h) One (1) CalTrans approved arrow board.

### **12) HERBICIDE - The contractor will provide a trained pesticide applicator to apply any necessary pre-emergent herbicide. Contractor is to supply the herbicide and is responsible for the safe application and reporting of any pesticide use to the Contra Costa Department of Agriculture and or California Department of Pesticide Regulation. Contractor to bid for the cost of pre-emergent herbicide materials at a per square foot rate under the heading "Pre-Emergent Herbicide Materials Rate Per Square Foot" of the bid submittal.**

**13) SAFETY** – Contractor is responsible for all 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.

- a) Workers to wear reflective vests at all times.
- b) Vehicles must be clearly labeled with company name and vehicles numbers.
- c) All lane street closures must comply with CalTrans regulations and specifications; including but not limited to signs, taper length and devices. Unsatisfactory traffic control will not be tolerated and may be cause for immediate job shutdown or dismissal from contract.
- d) Contractor must possess an approved traffic control plan at all times.
- e) Minimum of 50 (more may be required) 28-inch cones

**14) COMMUNICATION** - At least one crew member must be able to communicate with City staff in English, both verbally and in writing.

**15) COST** - The Contractor shall quote a price that includes compliance with all specifications listed, including labor, equipment, herbicide, traffic control and any other incidentals to complete the work safely and efficiently.

**III. BID SUBMITTAL - BID NO. 988-0220-19B - LANDSCAPE ENHANCEMENT CREW**

Your Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

**4-PERSON CREW, MONDAY – FRIDAY, 8 HOURS PER DAY**

CONTRACT YEAR	COST PER 8 HOUR DAY	APPROX. DAYS PER YEAR	COST PER YEAR
04-01-19 to 06-30-19: _____	X	65	= _____
07-01-19 to 06-30-20: _____	X	100	= _____
07-01-20 to 06-30-21: _____	X	100	= _____
<b>A-1 Subtotal:</b> _____	X	265	= _____
Optional - 07-01-21 to 06-30-22: _____	X	100	= _____
Optional - 07-01-22 to 06-30-23: _____	X	100	= _____
<b>A-2 Subtotal:</b> _____	X	200	= _____
<b>TOTAL ANNUAL COST FOR LINE ITEMS A-1 and A-2 :</b>			<b>= _____</b>

**PRE-EMERGENT HERBICIDE MATERIALS RATE PER SQUARE FOOT: \_\_\_\_\_**

**CITY OF ANTIOCH  
LANDSCAPE ENHANCEMENT CREW  
BID NO. 988-0220-19B**

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 \_\_\_\_\_ No \_\_\_\_\_

If NO, explain non-conforming specifications in detail on separate sheet.

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone \_\_\_\_\_ FAX \_\_\_\_\_

Email Address \_\_\_\_\_

Contractor's License No. \_\_\_\_\_ Exp. Date \_\_\_\_\_

City of Antioch Business License No. \_\_\_\_\_ Exp. Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**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. 988-0220-19B**  
1201 W 4<sup>TH</sup> STREET  
ANTIOCH, CA 94509

**NON COLLUSION AFFIDAVIT**

***THIS PAGE MUST BE NOTARIZED***

CITY OF ANTIOCH

LANDSCAPE ENHANCEMENT CREW

BID NO. 988-0220-19B

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 \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

Subscribed and sworn to before me by:

\_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public