



DEPARTMENT OF PUBLIC WORKS

Request for Proposal:

Firebreak Mowing and Disking

PROPOSAL NO. 988-0221-24

City of Antioch
Maintenance Service Center
1201 W. 4th St.
Antioch CA, 94509

Release Date: January 24, 2024

Proposals Due: February 21, 2024, by 2:00 P.M.

I. GENERAL CONDITIONS

1. **General Information** - The Public Works Department of the City of Antioch, California, will receive proposal responses at its office located at 1201 W. 4th Street, Antioch, CA 94509 on **February 21, 2024 until 2:00 PM**. Questions relating to specifications or technical questions must be submitted via email to Bryan Pitts at bpitts@antiochca.gov. Contractors are NOT to pursue City staff by telephone or in person.
2. **Form of Proposal** - The proposal shall be made on the attached proposal forms. 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. Proposals shall be made only on the designated form, properly executed, and enclosed in a sealed envelope bearing the name of the vendor, the proposal number, due date, and proposal title, **and DIR #**. Forms are available on the City's website [RFPs – City of Antioch, California \(antiochca.gov\)](https://www.antiochca.gov/RFPs). Proposals 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 proposal. Proposals are to be verified before submission as they cannot be corrected or altered or signed after proposals are opened.
3. **Interpretation of Proposals** - Should a vendor find discrepancies in, or omissions from the specifications, or should vendor be in doubt as to their true meaning, vendor shall submit a formal request to the Public Works Department for an interpretation thereof prior to the Proposal opening to the attention of Bryan Pitts at bpitts@antiochca.gov. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposal 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. **Technical questions or requests shall be submitted no later than February 7, 2024, and will be answered by February 14, 2024.**
4. **Addenda** - Any addenda issued by the City during the time of request shall be covered in the Proposal and shall be made a part of the contract. It is the bidder's responsibility to check the City of Antioch website for any addenda that may have been issued prior to the bid/proposal due date. [RFPs – City of Antioch, California \(antiochca.gov\)](https://www.antiochca.gov/RFPs)
5. **Proposal Opening** - Proposals shall be delivered to the Public Works Department of the City of Antioch located at 1201 W. Fourth St. Antioch, CA 94509 on or before the day and hour set for the opening of proposals. A vendor may withdraw his proposal, either personally or by written request, at any time prior to the scheduled time for opening of proposals. Proposals are to be opened on **February 21, 2024, at 2:00pm** in the training room at the City of Antioch's Public Works Building.
6. **Late Proposals** - Any Proposals received after the scheduled time of opening will be clocked in but will not be opened or considered.
7. **Award or Rejection** - The proposal will be awarded to the vendor offering the best value to the City, (See section 11. **Contractor Selection Criteria**- of this RFP for details) and will be announced by way of publishing to the City's website ([Proposal Documents](#)).
8. **Insurance Requirements** - Proposers acknowledge the City's insurance requirements as detailed in Attachment "E". Exceptions to City insurance requirements will not be made. Any Proposer unable to meet the insurance requirements at the time of the Proposal Due date, as detailed, shall not be eligible for selection or award of contract. All certificates and endorsements must be emailed to

Rachel Harris at rharris@antiochca.gov, with the name of the contract clearly identified on the certificates and endorsements AND annual renewals automatically be generated and emailed as instructed.

9. Surety Bonds – Contractor is required to provide the following surety bonds from an admitted and authorized surety in California. See attachment “F” for sample bonds.

- Payment Bond
- Performance Bond

10. 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. **It shall be required that the contractor's DIR# be written on the sealed Proposal package for verification purposes. If no DIR# is stated, the submitted Proposal package will not be reviewed.**

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 bpitts@antiochca.gov. 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)].

11. Contractor Selection Criteria- The City will be awarding this contract using a “Best Value” methodology including evaluation of price, and responses to technical questions including review of references, “Attachment A”. Points will be awarded based on the following categories:

- **Attachment A. 50 points: Qualifications, Experience, References, Response Time (Based upon “Attachment A- Response to Technical Questions” including review of references)**
- **Part B. 50 points: Firebreak Mowing and Disking Costs (Based upon Grand Total Rates for Services Worksheet)**

The City will first evaluate, and rank proposals based on the Attachment A. **50-point selection criteria for Qualifications, Experience, References and Response Time.**

15 points	Previous experience: in providing a superior level of Firebreak Mowing and Disking Services to Cities and/or other Government Agencies
10 points	Reference checks: assessments of work quality, performance and working relationships by current and former clients that indicate high levels of satisfaction and effectiveness in completing Firebreak Mowing and Disking Services.
15 points	Qualifications of staff: equipment to be provided for Firebreak Mowing and Disking Services
10 points	Completion time: Ability to complete ALL Firebreak Mowing and Disking Services as described in this RFP prior to June 30 th of each Calendar year. In addition, a well-organized communication system and electronic reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City.

Secondly, the City will evaluate the cost proposals. All the Total unit measurement prices will be added together to come up with a Five-Year Grand Total Cost. The cost proposal with the lowest Grand Total Cost will receive the full 50 points. The remaining cost proposals receive points based on a comparison of their Grand Total Cost to the lowest contractor's Grand Total Cost.

The winning proposal will be selected based on the highest combined points from both Attachment A and Part B as described above.

12. Key Dates and Information

RFP Release Date:	January 24 th , 2024
Title:	Firebreak Mowing and Disking Services
Deadline for written questions/clarifications:	February 7 th , 2024, at 4:00 p.m. Send to: bpitts@antiochca.gov
Response to Written Questions:	February 14 th , 2024, at 4:00 p.m.
<i>Proposal Due Date and Time:</i>	<i>February 21, 2024, by 2:00 p.m.</i>
Submittal:	One original, with ink signatures, and two copies of the response to this Request for Proposal (RFP) must be <u>sealed</u> and must clearly display the Bidder's business name, Proposal No. and DIR Number .
Contract Manager:	Bryan Pitts Operations Supervisor Streets and Landscape
Email Address:	bpitts@antiochca.gov
Address for RFP Submittals and Opening	City of Antioch – Public Works 1201 W. Fourth St Antioch, CA 94509

II SPECIFICATIONS

i. 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 contractor's 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 by the contractor. Funds will be deducted from payment to the contractor.

ii. 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 – 4:30 pm, except holidays and a safe and motivated crew capable of performing all work per specifications. Contractor is to keep the City informed of working locations daily, so that the City representative can inspect the work throughout the process. At least one crew member must speak English; Contractor shall provide 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 California Manual on Uniform Traffic Control Devices specified traffic control standards. All work must be in accordance with all state and local laws, codes, and specifications. Workers must always wear reflective vests. Vehicles must be clearly labeled with company name and vehicles numbers.

iii. Scope of Work

To provide all labor, equipment and incidentals to complete firebreak and disking weed abatement along City open spaces, trails and rights-of-ways as specified and described in the list of firebreak and disking locations in this RFP. 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 (attachment C) 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. The use of herbicides shall not be used in lieu of manual weed abatement. **Area maps are included as Attachment "B" with Area Descriptions to assist in area identifications.**

If late rain causes a 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 standard.

If any material such as soil or vegetation from the weed abatement handwork, mowing or disking operations enters any 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.

iv. **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 weekends, 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 from 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.

v. **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 to the schedule will be communicated as soon as possible. The City and Contractor will meet and discuss the starting date, starting locations, and workflow, on or before April 1st of each contract year for all the firebreak areas described in this RFP. **Contractor shall not begin work without prior authorization from the City.** All firebreak areas listed in "ATTACHMENT 'B' FIREBREAK & DISKING ZONES WITH AREA DESCRIPTIONS" of this RFP, must be completed by June 30th of each contract year.

vi. **Contract Terms and Conditions**

This contract will be effective April 1, 2024 through June 30, 2026. It is anticipated that the contractor will work under a three-year Agreement with the City. Upon successful review, at the end of the three (3) years, the City may renew the Agreement for up to two (2), (FY 2026/27 and FY2027/28), additional years at the price quoted in this RFP. **The agreement for additional years is at the sole discretion of the City and shall be performed at the price quoted in this RFP.** Liquidated damages of **Five Hundred Dollars (\$500) per Calendar day** will be applied if project is not completed by the date agreed upon.

vii. **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 this 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.

viii. **Equipment & Supplies**

The contractor agrees to provide and maintain all equipment required to perform the above services. The contractor's equipment shall always be of top quality and in good working order. The 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, and an 8-foot disk minimum or Four-wheel drive tractor with 8-foot minimum hydraulic disk.

ix. Examination of Parcels, Conditions, Etc.

The bidder must carefully inspect all parcels, locations, and conditions prior to bidding 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 because of the contractor's failure to inform itself of all conditions pertaining to the work. Areas are subject to change due to development.

x. 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 or to remove some areas and receive a cost savings on those areas removed from the contract list.

xi. Firebreaks

Minimum width –Disked Firebreaks shall be thirty (30) feet wide with 15-foot cross-breaks 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.

xii. Handwork

Contractor shall provide sufficient personnel and equipment to maintain a steady pace to complete all firebreaks by June 30th of each contract year, unless otherwise mandated by CCCFPD. If work 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 **five hundred (\$500.00) dollars per day** for each calendar day delay in finishing the contract as specified in section “vi. Contract Terms and Conditions” of this Request For Bid (RFB).

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 shall be re-mulched by said contractor at Contractor's expense.**

All equipment shall be equipped with spark arrestors as to not set fire to any part of property whether public or private.

Fire extinguishers shall 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 be parked 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.

xiii. Flail Mowers

Flail Mowers may be used instead of disking, weed eaters or hand tools to cut the firebreaks as long as the work can be completed in a safe manner. Unless otherwise specified on the work orders or by the most current version of the CCCFPD Minimum Weed Abatement Standards, mowed fuel breaks shall be 60 feet wide and mowed cross breaks 30 feet wide due to ability of the remaining surface material to support a fire growth. If additional areas are requested/required by the City to be mowed, the contractor will be requested to give an hourly rate for flail mowing for any additional areas.

xiv. City Will Provide

Inspection – The City’s representative will answer questions and inspect work for contract compliance.

xv. 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.

End of Specification

CITY OF ANTIOCH
BID NO. 988-0221-24

FIREBREAKS ALL ZONES PER CONTRACT YEAR

		Year 1 2024-2025	Year 2 2025-2026	Year 3 2026-2027	Year 4 2027-2028	Year 5 2028-2029	TOTAL ALL 5 YEARS
FA.	251 4511 Lone Tree Zone 1	_____ per year	_____ per year	_____ per year	_____ per year	_____ per year	
FB.	251 4512 Lone Tree Zone 2	_____ per year	_____ per year	_____ per year	_____ per year	_____ per year	
FC.	251 4513 Lone Tree Zone 3	_____ per year	_____ per year	_____ per year	_____ per year	_____ per year	
FD.	253 4531 Almondridge Zone 1	_____ per year	_____ per year	_____ per year	_____ per year	_____ per year	
FE.	254 4541 Hillcrest Zone 1	_____ per year	_____ per year	_____ per year	_____ per year	_____ per year	
FF.	254 4542 Hillcrest Zone 2	_____ per year	_____ per year	_____ per year	_____ per year	_____ per year	
FG.	254 4544 Hillcrest Zone 4	_____ per year	_____ per year	_____ per year	_____ per year	_____ per year	
FH.	255 4551 District 1-A	_____ per year	_____ per year	_____ per year	_____ per year	_____ per year	
FI.	256 4563 District 2A-3	_____ per year	_____ per year	_____ per year	_____ per year	_____ per year	
FJ.	256 4564 District 2A-4	_____ per year	_____ per year	_____ per year	_____ per year	_____ per year	
FK.	256 4565 District 2A-5	_____ per year	_____ per year	_____ per year	_____ per year	_____ per year	
FL.	256 4566 District 2A-6	_____ per year	_____ per year	_____ per year	_____ per year	_____ per year	
FM.	256 4568 District 2A-8	_____ per year	_____ per year	_____ per year	_____ per year	_____ per year	
FN.	256 4569 District 2A-9	_____ per year	_____ per year	_____ per year	_____ per year	_____ per year	
FO.	256 4572 District 2A-10	_____ per year	_____ per year	_____ per year	_____ per year	_____ per year	
FP.	259 4591 District 10	_____ per year	_____ per year	_____ per year	_____ per year	_____ per year	
FQ.	611 2320 Water Treatment Plant	_____ per year	_____ per year	_____ per year	_____ per year	_____ per year	
FR.	100 2196 Century/ Delta Fair	_____ per year	_____ per year	_____ per year	_____ per year	_____ per year	
CFD	2018-01-281-4502	_____ per year	_____ per year	_____ per year	_____ per year	_____ per year	
FA-FR total:		_____ per year	_____ per year	_____ per year	_____ per year	_____ per year	

CITY OF ANTIOCH
BID NO. 988-0221-24

DISKING ALL ZONES PER CONTRACT YEAR

		Year 1 2024-2025	Year 2 2025-2026	Year 3 2026-2027	Year 4 2027-2028	Year 5 2028-2029	TOTAL ALL 5 YEARS
DA.	611 2320 Water Tanks						
		per year	per year	per year	per year	per year	
DB.	251 4512 Mokelumne/Mark Twain						
		per year	per year	per year	per year	per year	
DC.	251 4513 Hansen Park/Nortonville						
		per year	per year	per year	per year	per year	
DD.	254 4541 East side of Hillcrest						
		per year	per year	per year	per year	per year	
DE.	254 4542 Prewett Park, Open Space W of Hillcrest						
		per year	per year	per year	per year	per year	
DF.	254 4544 Canada Hills						
		per year	per year	per year	per year	per year	
DG.	256 4563 E 18 th Street						
		per year	per year	per year	per year	per year	
DH.	256 4564 Mountaire and Harbour Park Areas						
		per year	per year	per year	per year	per year	
DI.	256 4565 Contra Loma - James Donlon						
		per year	per year	per year	per year	per year	
DJ.	256 4566 Putnam Street						
		per year	per year	per year	per year	per year	
DK.	256 4568 Antioch Community Park Open Space						
		per year	per year	per year	per year	per year	
DL.	256 4569 Eagleridge Area						
		per year	per year	per year	per year	per year	
DM.	259 4591 Open Space						
		per year	per year	per year	per year	per year	
DA-DM Total:							
		per year	per year	per year	per year	per year	

CITY OF ANTIOCH PROPOSAL
NO. 988-0221-24

GRAND TOTALS

FIREBREAK & DISKING ZONES COMBINED PER CONTRACT YEAR

Budget Line Item #		Year 1 2024-2025	Year 2 2025-2026	Year 3 2026-2027	Year 4 2027-2028	Year 5 2028-2029	TOTAL ALL 5 YEARS
1	Total Firebreak (FA-FR)						
2	Total Disking (DA-DM)						
Additional or Contingency Work		\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$125,000.00
GRAND TOTAL							

EXTRA WORK HOURLY RATE PER CONTRACT YEAR (INCLUDING LABOR, EQUIPMENT & MATERIALS)

Budget Line Item #		Year 1 2024-2025	Year 2 2025-2026	Year 3 2026-2027	Year 4 2027-2028	Year 5 2028-2029
3	DISKING:	Per hour	Per hour	Per hour	Per hour	Per hour
4	FLAIL MOWING:	Per hour	Per hour	Per hour	Per hour	Per hour
5	HANDWORK:	Per hour	Per hour	Per hour	Per hour	Per hour

CITY OF ANTIOCH
Firebreak Mowing and Disking Proposal No. 988-0221-24

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

Terms or Cash Discount (if other than net 30 days) _____

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, DIR number, and time on the outside envelope.

DELIVER BID SUBMITTAL TO:

CITY OF ANTIOCH
PUBLIC WORKS
BID NO. 988-0221-24
1201 W 4TH STREET
ANTIOCH, CA 94509

NON-COLLUSION AFFIDAVIT

THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH

Firebreak Mowing and Disking services Proposal No. 988-0221-24

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_____

Attachment “A”

RESPONSE TO TECHNICAL QUESTIONS FOR Firebreak Mowing and Disking Services RFP 988-0221-24 50 points

On a separate paper, please provide a brief narrative entitled, “**Attachment A- Response to Technical Questions for Firebreak Mowing and Disking Services RFP 988-0221-24A,**” which answers the questions in Sections 1 through 4 below (***Please include your company’s complete legal name on each page.***).

Do not provide marketing materials in place of the requested narrative which answers the specific questions below. Up to 20 pages of marketing materials may be provided in addition to the requested narrative, but they cannot replace the requested narrative.

Section 1: Previous Experience in providing a superior level of service on like-sized public and/or private Firebreak Mowing and Disking Services contracts (Up to 15 Points).

1. How many years has your organization been in business as a Firebreak Mowing and Disking Services Contractor?
2. Do you possess a Class A Contractors License or California Landscaping Contractor’s license C-27? If yes, what is the license number?
3. Describe your previous experience providing Firebreak Mowing and Disking services to like-sized public agencies and/or private companies.
4. Describe management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement. State all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.

Section 2: Assessment of Work Quality, Performance and Working Relationships with Current and Recent Clients: (Up to 10 points)

1. List three (3) like-sized customers that you have provided ongoing Firebreak Mowing and Disking services to within the last three (3) years. Provide the following information for each contact:
 - a. Customer Name
 - b. Customer Contact Name
 - c. Phone Number
 - d. E-Mail Address
 - e. Number of years your firm has provided Firebreak Mowing and Disking services to Customer.
 - f. Names of facilities/locations where services have been provided.
 - g. Total contract amount

Section 3: Qualifications of Staff and equipment to be assigned to provide Firebreak Mowing and Disking Services at City Facilities. (Up to 15 points)

1. Attach an organizational chart for your company, or the local office that would service this contract.
2. List the following:
 - A. Total number of staff that will be assigned to City of Antioch Firebreak Mowing and Disking Services work.
 - B. Names and qualifications of key staff including years in the industry and with your firm.
 - C. Number of new hires in the last six months.
3. Briefly describe your employee training program and requirements.
4. List and describe all equipment and vehicles to be used to perform Firebreak Mowing and Disking services.

Section 4: Well organized response and communication systems and reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City. (Up to 10 points)

1. Describe your existing customer service program, how you would monitor customer satisfaction and how will complaints be resolved. Describe your plan for quality control.
2. Describe your communication plan to ensure proper communication between your representative and the City's representative.
3. Describe in detail your Safety Program.
4. Describe the type of documentation that you will provide the City of all work performed.

Attachment “B”

FIREBREAK & DISKING ZONES WITH AREA DESCRIPTIONS

FA. 251 4511 Lone Tree Zone 1, Williamson Ranch

- FA1. Starting behind houses on the corner of Hillcrest Ave and Prewett Ranch Dr, complete weed abatement of entire hill heading north to Williamson Ranch Dr.
- Begin 60' Firebreak starting behind 5213 Walker Ct heading west behind Equestrian Ct, Pioneer Ct, Homestead Ct, Roundup Ct, and Hereford Ct, then continue south behind homes along Hereford Way to Prewett Ranch Dr.
 - Continue 60' Firebreak behind 5133 Prewett Ranch Dr heading north behind homes behind Kiowa Ct and Pawnee Dr to Indian Hill Dr.
 - Continue 60' Firebreak behind 5100 Aubrey Ct heading south, then east behind homes on Aubrey Ct, Longbranch Ct, Furlong Way, Tumbleweed Ct, Thistlewood Ct and ending at Hillcrest Ave.
- FA2. Complete weed abatement starting behind 5124 Grass Valley Way to 5136 Grass Valley Way
- Continuing West from 5136 Grass Valley Way to Sagebrush Dr.
 - Continue weed abatement North to Indian Hills Dr
 - From Indian Hills Dr head East to 5124 Sundance Ct, continuing east behind Sundance Ct, Toyon Ct, Comanche Ct and to the end of the property line at 5125 Comanche Ct.
- FA3. Perform 30 ft. firebreak weed abatement Along Deer Valley High School Pathway East to Sagebrush Drive
- Head South along sagebrush Dr to Prewett Ranch Dr complete Weed Abatement.
- FA4. Starting at Lone Tree Way Trail entrance (5065 Longhorn Way), perform complete 60' Firebreak behind homes, heading Southeast to Morgan Way. Then head North with a 60' Firebreak to Lone Tree Way.
- Begin at trail entrance on Morgan Way, from 5008 Wagon Wheel Way, complete weed abatement of parcel to trail entrance at Indian Hill Dr.

FB. 251 4512 Lone Tree Zone 2

- FB1. Start behind 2632 Strawberry Ct and end behind 2408 Mark Twain Dr
- Continue Abatement of Slope heading Northwest behind 2342 Mark Twain Dr.
 - Head West behind homes with a 60' Firebreak to Mokelumne Drive
- FB2. Starting behind 2355 Croker Ct create 60' Firebreak to V Ditch and 2349 Forty Niner Ct
- Continue with a 30' Firebreak behind homes on Forty Niner Way, Anita Ct, Elena Ct and Squaw Ct, Ending at Deer Valley Rd.
- FB3. Start Behind 1948 Kern Mountain Way, perform 30' Firebreak to 1863 Mt. Conness Ct, continuing to Dallas Ranch Rd.
- FB4. Start behind 5106 Sims Mountain Ct, perform 30' Firebreak behind houses heading East to Mokelumne Dr
- FB5. Start East of Dallas Ranch Rd, Starting at 1807 Tioga Pass Ct, Complete Abatement of Parcel heading east to 2035 Mokelumne Dr.

FC. 251 4513 Lone Tree Zone 3

- FC1. Abate 60' at top of hill along homes of Lone Tree slope between Dallas Ranch and Golf Course Roads, behind Cougar Peak Ct and Sheffels Peak Ct. Finish behind 4703 Matterhorn Court.
- Also, complete abatement of slope behind 4655 Golf Course Rd, heading West, then North to the entrance of 4655.

- FC2. Abate 60' Area behind houses on Cache Peak at Golf Course Rd that continues behind Matterhorn Way and then Crestone Needle Way around water tank to behind Bedford Peak, Snowmass Peak, Shavano Peak, and Torreys Peak Court.
 - Along Golf Course Rd connect 60' Fuel break from Torreys Peak Ct North to Cache Peak Dr.
- FC3. Start 30' Weed Abatement behind houses on Mesa Ridge at north side of the trail entrance, continue behind houses on Woodhaven Way and Stonecrest Dr, end behind homes on Springcrest Ct. by Dallas Ranch rd.
- FC4. Start 30' abatement behind 5101 Trailridge Ct, head West behind home to 1317 Stony Gorge Way, then only complete abatement of parcel adjoining Dallas Ranch Park
- FC5. Begin 30' abatement behind homes at 1133 Prewett Ranch Dr, heading west behind homes to Mesa Ridge Dr.
- FC6. Start behind 1099 Prewett Ranch Dr on the corner of Mesa Ridge Dr, create 60' Firebreak along Prewett Ranch continuing behind Southwood Way and ending at the west side of the property line of 5504 East Creek Way
- FC7. Start at 5092 Mesa Ridge Dr, creating a 60' Firebreak heading west behind houses on Judsonville Dr all the way to the landscaped area on Frederickson Lane
- FC8. Create 60' Firebreak from Nortonville Way at Judsonville Dr, continuing west along Nortonville Way to Hansen Park. Then, South along Hansen Park to Heacock Way. Then east along Heacock Way to 5017 Carbondale Way.
 - Continue East to 5076 Judsonville Dr, then North along Judsonville, back to Nortonville Way
- FC9. Create 60' Firebreak in Open space along houses West of Hansen Dr, to Judsonville, then north along Judsonville Dr and Union Mine dr back to start on Hansen Drive by Hanson Park.

FS. 254 4514 Lone Tree East of Hillcrest Ave

- FS1. Complete Abatement Mokelumne Trail East and West of Heidorn Park from Hillcrest Ave to Heidorn Ranch Rd

FD. 253 4531 Almondridge Zone 1

- FD1. Trail beginning at Oakley Road east to Philips Lane; complete abatement
- FD2. Open lot between 3100 Filbert St and 3032 Beechnut Ct; complete abatement.
- FD3. Southwest parcel Wilson Street at 18th St; complete abatement

FE. 254 4541 Hillcrest Zone 1

- FE1. Begin 60' Weed Abatement at landscaped area behind 2820 Terrace View Ave continue behind homes to 3308 Terrace View Ave. Continue behind and next to the four houses on Hillcrest Avenue from 3501 to 3527
 - Adding 30' along westside of 3501 Hillcrest Ave, Hillcrest Ave, and along eastside 3457 Hillcrest Ave.
- FE2. Start 30' Abatement behind 3300 Baywood Circle, proceed North along Bellflower Dr., then west to 3112 Ferngrove Way. Continue south along fence line behind Crestline Ct., Vista Hills Ct and Hidden Hills Ct., all the way to Terrace View Ave.
 - Starting again at 3300 Baywood Circle proceed South behind homes along Baywood Circle all the way back to Bellflower Dr at 3628 Baywood Circle.
 - Starting at 3201 Bellflower Dr., head North and then East with a 60' Firebreak ending behind 3525 Leafwood Circle (APN052470001)

- Starting again at 3201 Bellflower Dr create a 30' Firebreak North to 3120 Sunflower Dr., then East behind homes to Larkspur Dr by school entrance.
- FE3. Start 30' Firebreak behind 2745 Bluebell Circle heading south to Bluecurl Court, then southwest to Bluebonnett Court.
- Continue 30' Firebreak behind homes along Larkspur Bellflower Trail doing entire loop area, then heading south behind 2803 Larkspur Drive until reaching the school entrance at the end of Larkspur Drive.
- FE4. Starting North behind shopping center off Larkspur Dr., create a 60' Firebreak South then West along back of all houses on Lotus Ct. ending at Lotus Ct itself. Complete Abatement of Parcel along PG&E Row, continue complete abatement ending at Wildflower Dr by Wildflower Pointe homes.
- FE5. Creating a 30' Firebreak begin at 4157 Folsom Dr. going behind Isabella Court and Pillsbury Court continuing behind 4233 Spaulding St. until reaching 4265 Spaulding St.
- FE6. Starting back at 4157 Folsom Drive creating 30' firebreak heading south toward Wildhorse Rd. continuing west behind 'Landscape' to Hillcrest Ave then finishing at the end of the property line of 4215 Hillcrest Ave.
- FE7. Starting along MNO Grant Elementary property fence on E. Larkspur Drive create a 30' firebreak on E. Larkspur Drive continuing north behind homes toward 3901 Mead St.
- From there, continue 30' firebreak heading east behind 3900 Folsom Dr. toward Donner Ct. ending behind 4125 Chabot St.
- FE8. Beginning alongside 4233 Amargosa Drive, create a 30' firebreak behind homes to 4057 Meadow Lake St. continuing behind Meadow Lake St. and Amargosa Drive ending at Tulare Court.
- FE9. Complete abatement of open space between 4331 and 4337 Folsom Drive.
- FE10. Starting at the parking lot next to 4309 Folsom Drive create a 60' firebreak behind homes on Folsom Drive to 4315 Berryessa Ct. Continue north along the property line to Wildhorse Rd, then create a 60' firebreak back to the parking lot next to 4309 Folsom Dr.
- FE11. Complete abatement at trail entrance behind 4516 Loon Ct. to behind 4504 Temblor Way.
- Continue complete abatement of slope starting at 4500 Temblor to 4316 Folsom Dr. (CCWD Property to Ridge)
- FE12. Start at 4532 Goode St. heading north behind homes to 4442 Spire St., creating a 30' firebreak behind homes
- FE13. Start behind 4551 Le Conte Circle creating a 30' firebreak behind homes ending at Wildhorse Rd.
- FE14. Monterra Subdivision – Complete abatement from 4520 Benton St. to 4580 Benton St., then the Good St. power tower continuing north behind homes on Good St. to tower entrance.

FF. 254 4542 Hillcrest Zone 2

- FF1. Complete Abatement of Greenbelt area behind Wildcat Circle from fire station on Deerfield Drive east to 4420 Fawn Hill Way then west to 4501 Wildcat Circle doing entire area from fence to fence including fescue and entrance areas
- From 4508 Wildcat Circle, proceed south back to Fire Station and west along 4531 Via Dora Dr, complete abatement.
 - Starting at 4421 Fawn Hill Way, go east along fence lines to Hillcrest Ave., north along Hillcrest Ave to Golden Bear Houses, then West back to 4421 Fawn Hill with a 30' Firebreak.
- FF2. Weed Abate Entire lot between 4605 and 4619 Golden Bear Drive.
- FF3. Complete abatement at Bear Ridge Way in open space behind houses at 3340 Lair Way to 3252 Cub Court
- FF4. Complete abatement starting at 3126 Kodiak St heading north to the end of Morro Drive

- FF5. Create 60' Firebreak Going behind 3355 Bear Ridge Way to 3305 Bear Ridge Way then heading west toward 3102 Ursus Court and ending behind 3101 Kodiak St.
- Continue behind 3101 Kodiak St. then east behind fence line of Hillcrest View Apts.
 - From there, continue along CCWD Canal fence line to Hillcrest Ave landscape then head south along Hillcrest Ave around homes to 4320 Hillcrest Ave.
 - Heading south, create 30' firebreak back to 3355 Golden Bear Dr.
- FF6. Abate entire lot between 4412 and 4430 Montara Drive to fence at Deerfield Corridor Trail.
- FF7. From 4429 Montara Drive behind houses to 4526 Buckeye Ct. create 30' firebreak.
- Then heading east from 4526 Buckeye Ct, create 30' firebreak to Via Dora Dr., then heading North, create 60' firebreak along Via Dora to Deerfield tank entrance.
 - Complete abatement of entire lot North of the entrance to the water tank fence line. Then create 60' firebreak along fence line to 4429 Montara Dr .
- FF8. Create 60' firebreak behind 4412 Avila Court at Country Manor Park continue to Bugle Way to 2657 Yorkshire Dr.
- FF9. Create 60' firebreak in Open Space area that runs along Via Dora Dr behind San Onofre Ct, San Gregorio Ct, San Elijo Court and behind the houses on Palomar Dr, both the top and bottom of the hill.
- FF10. Start 60' firebreak behind 4017 Benbow Ct. and behind homes along Via Dora Dr.
- Continuing 60' firebreak heading west behind homes along Carpenteria Dr to 2525 Carpenteria Dr, then head north along Deerfield Corridor Trail to Contra Costa Canal Gate.
 - Then, behind 2457 Shelbourne Way, continue 60' firebreak west behind homes to Yorkshire Court then continue behind homes on Yorkshire Drive ending at Weston Ct.
- FF11. Start 60' firebreak next to 2401 Whitetail Drive behind houses on Covelite Way to Brocatello Ct. Continuing west toward Galenez Way to Rocky Point Dr behind Quart Ct ending back at 2401 Whitetail Dr.
- FF12. Begin 30' Firebreak at the Soundwall from Hillcrest Ave slope area behind the home of 5061 Crest Park Circle. Then head west to Prewett Park Open Space continuing North to Country Hills entrance pathway.
- FF13. In the open space behind 4753 Kangaroo Ct., create a 30' firebreak behind Kangaroo Ct., Koala Ct., Mustang Ct., and Appaloosa Way ending on Deer Valley Rd. No work to be done on Burrowing Owl Sanctuary
- FF14. Create a 60' firebreak around Prewett Family Skatepark. Complete abate Skate Park
- FF15. Create a 30' firebreak at Prewett Family Park on the North and South sides of the Skate Park pathways
- FF16. Complete Abatement at Mokelumne Trail From Deer Valley Rd to Lone Tree Way
- FF17. Complete abatement of Open Space at La Jolla Drive
- FF18. Complete abatement at Deerfield Corridor Walking path from Deerfield Drive to Country Hills Drive.
- FF19. Complete abatement at Deerfield Corridor Walking trail from Asilomar Drive to trail entrance behind 4569 Park Hill Court

FG. 254 4544 Hillcrest Zone 4

- FG1. Beginning at Hidden Glen and Hillcrest Ave heading south behind homes on Braemar St. to 5017 Kushner Way, create 60' Firebreak
- Continue behind Kushner Way heading toward Spur Way and ending behind 5048 Canada Hills Way.
- FG2. Complete abatement starting at the North side of Canada Valley Trail from Hillcrest Ave to 5349 Fairside Way. Then, on the southside of trail beginning at 5349 Fairside Way heading west behind homes and shopping center ending at Hillcrest Ave, do not work in East Antioch Creek.

- FG3. Start 30' Firebreak behind Filly Ct continuing behind Colt Ct heading west behind homes along Carriage Way. Then, continue South behind homes along Woodbridge Way to end of Rodeo Ct., then east along houses behind Winterglen Ct to Trail entrance at 4700 Vista Grande Drive, north back to Filly Ct
- FG4. Start 60' Firebreak behind 4717 Shetland Ct continuing behind Palomino Way to Laurel Rd.
- FG5. Create 60' Firebreak starting at 4609 Mendota Way heading South behind homes on Emerald Way to Durness Ct. Then continue east behind homes to Aberdeen Ct then South to Glasgow Ct.
- FG6. Create a 60' firebreak around parcels 053-040-088 and 053-670-019 along Hidden Glen Drive. Also adding a 60' cross break from 4543 Selkirk Ct to Ellis Ct.
- FG7. In the Open Space area of the following: between Stewart Street and Appleglen Street and south of Hidden Glen Drive; Create a 60' Firebreak along the Perimeter, also 60' cross break entire parcel
- FG8. Ridgeline Drive at PG&E tower around Ellis Court, create 60' firebreak.
- FG9. Complete abatement on both sides of the Canada Valley Trail. Starting behind 5429 Mountain Ridge Way and ending behind 5104
- FG10. Complete abatement at APN 053-040-092 starting from back of 4642 Aberdeen Ct to Laurel Rd

FH. 255 4551 District 1-A

- FH1. Complete Abatement starting at Melon Ct by Markley Creek path, North to Mobile Home Park then behind houses on Cathy Ct and Jennifer Ct to locked gate near Buchanan Rd. Do not work in Markley Creek.

FI. 256 4563 District 2A-3

- FI1. In the lot next to 500 Gary on the corner of Cavallo Rd and Gary Ave; complete abatement.
- FI2. Behind 1800 to 1816 Trembath Street create 30' Firebreak.
- FI3. Behind houses on Candace Ct and Geyser Ct, continuing behind 1701 Yellowstone Dr to 1737 Yellowstone Dr create 30' Firebreak.
- FI4. Create a 60' Firebreak on the East side of the Hillcrest Retention Basin from 18th St behind Hargrove Ct, Sandy Ct, and Sandy Wy to 1525 Hillcrest Ave, continuing South along Hillcrest Ave to Plymouth Ln
- FI5. Create a 60' Firebreak on the West side of the Hillcrest Retention Basin from 18th St to Hillcrest Ave
- FI6. Behind 122 Southlake Dr West of Hillcrest Ave to 18th St; complete abatement.

FJ. 256 4564 District 2A-4

- FJ1. Complete abatement behind houses from 142 Hyde Place to end.
- FJ2. From #2 Danridge Ct. east along property line to Sunset Ln, then head South and West to #5 to Felicia Ct. creating a 60' Firebreak.
- FJ3. Create 30' Firebreak at fence lines on both sides of PG&E right-of-way parallel to Mountaire Dr from Harbour Park, crossing Garrow Dr and Tahoe Ct, continuing to Mountaire Park; also perform 30' firebreak of both sides of the PG&E right of way behind houses on Christina Ct and next to houses on Garrow Dr and Elmo Rd ending at Mountaire Park.
- FJ4. Create a 60' firebreak starting behind 1012 Eastbourne Ct. heading west to 1008 Burwood Way
- FJ5. Complete Abatement Northeast of Harbor Park, PG&E right of way. Starting behind 3117 Westbourne Dr and ending at 1200 Marcus Ct

FK. 256 4565 District 2A-5

- FK1. Between houses on S. Royal Links Circle and Lone Tree Pump Station
 - Start at 4165 S. Royal links Circle creating a 60' firebreak heading South to Royal Links Ct, then north until reaching Pump Station property end on Lone Tree Way
- FK2. Create 30' Firebreak behind houses on Gallagher Circle from James Donlon Blvd. the backside of Sutter

- Elementary School ending at G St. gate.
- FK3. Sewer Easement by Catholic Church, Complete Abatement
- FK4. Complete abatement at Mokelumne Trail from Contra Loma Blvd to Gold Course Road. MOW ONLY
- FK5. Complete abatement between houses on Longview Rd entrance to Mokelumne Trail, east along trail to G St

FL. 256 4566 District 2A-6

- FL1. Complete abatement of Putnam Power Towers south to Contra Costa Canal property, between Polk Ct and Taft Ct
- FL2. Complete Abatement of the Mokelumne Trail from Buchanan Rd to Putnam St.

FM. 256 4568 District 2A-8

- FM1. Complete abatement of hillside and fence line from 2205 to 2080 Reseda Way
- FM2. Complete abatement of PG&E trail from Silverado Dr at Quesada Ct to Warbler Dr
- FM3. Complete abatement alongside and behind 2331 Grimsby Court to East Bay Regional Parks Trail Entrance
- FM4. Create 60' firebreak starting behind 3901 Osprey Drive to behind 3833 Osprey Drive.
- Abate Entire Parcel at Seeno Property at 2417 Cambridge Drive
- FM5. Create 60' firebreak starting at 3992 Finch Drive and continuing North behind homes to 3912 Finch Drive.
- Then, complete abatement heading East to 2509 Cambridge Drive.
 - Create a 60' firebreak starting behind 3908 Finch Drive and ending at 2539 Cambridge Drive.
- FM6. Create 60' firebreak starting behind 3693 Mallard Ct. heading North behind homes on Mallard Way ending at 3598 Mallard Way.

FN. 256 4569 District 2A-9

- FN1. 60' Firebreak behind Condor Ct, Falcon Ct, Greystone Ct, Glade Ct, Mulberry Ct, Greentree Ct, Mimosa Ct, and Belvedere Ct continuing behind Rock Island Dr, Rocky Point Dr, and Hawk Ct
- FN2. Complete abatement of Landscape Slope starting at 404 Blue Rock heading south to EBMUD Right-of-way ending at 301 Redrock Dr.
- FN3. Complete Abatement behind 2017 Spruce Way at the Mokelumne Trail and head East all the way to Deer Valley Rd
- FN4. Complete Abatement behind 110 Ridgerock Drive at the Mokelumne Trail and head East behind the homes to 4042 Boulder
- FN5. Complete abatement behind Fire Station 82 at the Mokelumne trail and head East behind homes to 2004 Spruce Way .

FO. 256 4572 District 2A-10

- FO1. Create 60' firebreak starting behind 4011 Moller Ranch Way heading North along houses to Markley Creek Park
- FO2. Create 60' firebreak starting behind 3529 Markley Creek Drive heading South to 3729 Markley Creek Drive
- FO3. Complete abatement at Open Space entrance at Summit Way by Heaton Ct head West to James Donlon Blvd.
- FO4. Create 60' firebreak starting behind 4076 Barn Hollow Way heading South to 4092 Barn Hollow Way

- FO5. Create 60' Firebreak, tractor mowing and string trimmers only, Somersville Drive at James Donlon Blvd., East side 2 parcels split by James Donlon Blvd. APN #076-021-015 & APN #076-021-014, cross breaks needed on northeast parcel only. This includes complete abatement of trail area near Somersville to James Donlon Blvd.
- FO6. Complete abatement of slope from Barn Hollow Way to Westridge

FP. 259 4591 District 10

- FP1. Create 60' firebreak beginning at Canada Valley and Vista Grande Drive.
- Continue 60' firebreak behind homes at 4842 Green Castle Way heading South to Tipperary Way and Cushendall Way.
 - Then, West to Country Hills drive until reaching Carmen Dragon Elementary school property lines.
- FP2. Complete Abatement 4908 Truskmore Way at Canada Valley Trail to Highway 4. Do no work in East Antioch Creek.
- FP3. Create 10' firebreak on each side of trails of Jacuzzi Knolls open space
- FP4. Create 60' firebreak along fence lines of Jacuzzi Knolls open space. Create 30' firebreaks splitting hill into 5 acre parcels

FQ. 611 2320 WTP

- FQ1. Complete abatement at 2547 Cambridge Drive Water Tank
- FQ2. Complete abatement water treatment holding pond access off of Whitehaven Ct. Next to 810 and off of Spartan Way.
- FQ3. Start at Water Treatment Plant behind 3223 View Dr, head West create 60' firebreak until reaching G St.
- Continue 60' Firebreak behind 829 Gloucester St. to 801 Gloucester St. Then head north along property lines to fence behind Bourton Ct, then head east along fence and then south back to the WTP.
- FQ4. Obtain access from the back gate at the Water Treatment Plant (401 Putnam Dr), and create a 60' firebreak starting behind #2 to #30 Terranova Drive, head North along WTP fence and along 3200 Lone Tree Way office building continuing West to WTP entrance gate.
- Head South from WTP Main Gate, do 60' Firebreak back to WTP rear gate

FR. 100 2196 Century/Delta Fair

- FR1. Complete abatement of parcel parallel to Contra Loma Estates Park.
- FR2. The Northeast corner is paved, perform complete abatement at Northwest corner.
- FR3. Complete Abatement at APN 074-080-034 between 4549 Delta Fair Blvd and PGE owned parcel 074-080-008
- FR4. Complete abatement Delta De Anza Trail Starts at Antioch City boundary to Somersville Rd MOW ONLY

CFD 2018-01-281-4502

- FT1. Complete Abatement along soundwall behind houses on Frisanco Way
- FT2. Complete Abatement of the open space area west of Sand Creek Rd catch basin

DA. 611 2320 Water Tanks

- DA1. Disc area surrounding 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. Disc area surrounding James Donlon water tank, inside fence lines and add handwork around tank circumference where tractor can't access.
- DA3. The north side of Antioch Reservoir, two parcels west of old Lone Tree Way. Disk southwest along fence line to gate and inside reservoir fence on the north side of the reservoir. Disk area from road to cyclone fence west to the dam.

- James Donlon south side between Contra Costa Canal and Royal Links Circle, disk southward along Antioch Reservoir fence line.
- DA4. Complete abatement at Water Treatment Plant disk west side of plant
- DA5. Water tank at Lone Tree and Walton Lane, behind Church on the Rock and adding handwork around tank.
- DA6. Larkspur water tank inside fence lines and around Larkspur water tank hill perform complete abatement.

DB. 251 4512 Mokelumne/ Mark Twain

- DB1. Complete abatement of Open space area East of Mokelumne Drive, South of Mark Twain Drive and North of Forty Niner Way.
- DB2. 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.

DC. 251 4513 Hansen Park/ Nortonville

- DC1. Open space area East of Hansen Park, South of Nortonville Way and North of Heacock Way: Disk along landscaping, splitting hills as required for 5-acre parcels.
- DC2. Disk Open space area West and North of Hansen Drive, east of Judsonville Drive and south of Union Mine Drive, splitting hills as required for 5-acre parcels.
- DC3. Open space area South of Judsonville Drive, from Empire Mine Road to 5281 Judsonville Drive: Disk behind houses and along fence lines, splitting hills as required for 5-acre parcels.
- DC4. Open space area West of Dallas Ranch Road, North and East of Dallas Ranch Park to Mesa Ridge Drive: Disk along houses and pathways, splitting hills as required for 5-acre parcels.

DD. 254 4541 East side of Hillcrest

- DD1. 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 and South towards and around 2908 Wildflower. Do Not continue power line South across Wildflower to Hillcrest.
- DD2. Disk Open space area behind 3029 Larkspur Drive along house fence lines North toward Bluebonnet Court and East to Bluecurl Court.
- Continue Disking at entrance on Bluecurl Ct. then South along water tank fence line heading East along Mead St. Splitting hills as required for 5-acre parcels.
- DD3. Disk Easement across from 3008 Bellflower Drive, behind houses to 3024 Larkspur Drive.
- DD4. Disk Open space South of Baywood Circle and North of Hillcrest Ave. Splitting hills as required for 5-acre parcels.
- DD5. Disk in back of houses along Ferngrove Way, then south behind Crestline Ct., Vista Hills Ct to Hidden Hills Court then around to Bellflower Drive. Splitting hills as required.
- DD6. Disk Open space area East of Bluebell Circle, North of Folsom Drive and South to Donner Ct.
- DD7. Disk open space area North of Meadow Lake Street including abutting property by Monterra Subdivision. Splitting hills as required by CCCFPD mandates. Avoid storm run-off area.

DE. 254 4542 Prewett Park, Open Space W of Hillcrest

- DE1. Prewett Family Water Park (Lone Tree Way and Deer Valley Rd) – 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. 60 feet along walks when possible.
- **No work is to be performed in the Owl Sanctuary.**

- DE2. Disk the following open space area: North of Whitetail drive, West of Covelight Way and South of Blue Rock Drive. Splitting hillside as required.
- DE3. Complete Abatement in the following open space areas: South of Golden Bear Drive , West of Hillcrest Ave., and East of Fawn Hill Way

DF. 254 4544 Canada Hills

- DF1. In the Open space area of the following: North of Vista Grande Drive, West of Steeplechase, Palomino and Colt Courts; Disk along houses and pathways as required, splitting hillside.
- DF2. Disk the Open space area of the following:
- North of Laurel Rd.
 - East of Hillcrest Ave
 - South of Canada Hills Way
- DF3. Disk the Open space area of the following (Cross breaks and split hill as required):
- Southeast corner of Hillcrest at Hidden Glen Drive east to Braemar St.
 - South to homes along Spur Way and Chaps Ct.
 - West to Hillcrest and North to starting area
- DF4. Disk APN 053-040-086 and APN 053-0400-90 Mendota Way Trail South of CCWD Corp Yard to 4629 Durness Court then East to CCWD Water Tanks.

DG. 256 4563 E 18th Street

- DG1. Complete abatement of Storm channel at East 18th St. and Trembath heading east toward end of Trembath from sidewalk to back of fences behind homes on Yellowstone Drive.

DH. 256 4564 Mountaire and Harbour Park Areas

- DH1. Complete abatement of PG&E power line right of way on Sunset Lane across from Mountaire Park. Continue to disk west to water tank.
- DH2. Disk parcel behind homes on Felicia Ct, South to Cement V-ditch.
- DH3. PG&E right of way, power lines on Elmo Rd. between Mountaire Drive and Greenridge Ct. Disk East towards Harbour Park at Ashurton Dr.
- DH4. PG&E right of way power lines on Elmo Rd. between Greenridge Ct. and Hillside Rd. Disk East to Garrow Drive; continue East until power lines ROW joins together.
- DH5. Disk Lynn Avenue North to power line towers South of Shaddick Drive.
- DH6. Corner of Harris Drive and Shaddick Drive: disk under power lines to East Tregallas Rd.
- DH7. West of Mountaire Park, north of Northridge and Danridge Cts. Hand work if needed.

DI. 256 4565 Contra Loma- James Donlon

- DI1. Storm drain right-of-way, Contra Loma across from Luckys shopping center entrance; east side of road; and Somerset apartments towards Longview Road, complete abatement.

DK. 256 4568 Antioch Community Park Open Space

- DK1. Open space area south side of James Donlon, from east side of Community Park, north of soccer fields and parking lot, disk entire parcel.

DL. 256 4569 Eagleridge Area

- DL1. Open Space area, east of Eagleridge Drive, south of Rocky Point Drive, west of Rock Island Drive; along fence lines, split hills as required.

DM. 259 4591 Open Space

DM1. Disk perimeters and hillside as required of the following open space area:

- East of Meadow Creek Park/Carmen Dragon Elementary
- West of Canada Valley Rd.

Maps start on the following page.

Zone 100 2196-3

FR 4. Delta De Anza Trail Starts from Antioch City boundary to Somerville Road. Mow only.

FR4

Mow Only - No Disk

Gino Marchetti Park

DELTA FAIR BL

Leticia Ct

Carla Ct

Kendree St

No Name

Potomac Ct

No Name

Hudson Ct

Fairview Dr

SOMERSVILLE RD

BUCHANAN RD

No Name

No Name

No Name

No Name

No Name

No Name

Belle Dr

Deslys Blvd

Reimche Dr

John Glenn Ct

Truman Ct

Null Dr

Eisenhower Way

Kennedy Way

Sheppard Way

Cooper Ct



Legend

- 30 ft Firebreak
- 60 ft Firebreak
- Complete Abatement

0 275 550 Feet



Zone 100 2196-1

FR 2. The Northeast corner is paved, perform complete abatement at Northwest corner.

FR 3. Complete Abatement at APN 074-080-034 between 4549 Delta Fair Blvd and PGE owned Parcel 074-080-008.

FR2

FR3

4549

Legend

 Complete Abatement

0 150 300 Feet



Zone 254 4544

DM 1. Disk perimeters and hillside as required of the following open space area:

East of Meadow Creek Park/Carmen Dragon Elementary

West of Canada Valley Rd.

DF 1. In the Open space area of the following: North of Vista Grande Drive, West of Steeplechase, Palomino and Colt Courts; Disk along houses and pathways as required, splitting hillside.

DF 2. Disk the Open space area of the following:

North of Laurel Rd.

East of Hillcrest Ave

South of Canada Hills Way

DF 3. Disk the Open space area of the following (Cross breaks and split hill as required):

Southeast corner of Hillcrest at Hidden Glen East to Braemar St.

South to homes along Spur Way and Chaps Ct.

DF 4. Disk APN 053-040-086 and APN 053-0400-90 Mendota Way Trail South of CCWD Corp Yard to 4643 Aberdeen Ct then East to CCWD Water Tanks.



Legend

 Complete Abatement

0 750 1,500 Feet

Zone 100 2196-2

FR 1. Complete abatement of parcel parallel to Contra Loma Estates Park.



Legend

 Complete Abatement

0 75 150 Feet

Zone 251 4512

DB 1. Complete abatement of Open space area East of Mokelumne Drive, South of Mark Twain Drive and North of Forty Niner Way.


DB 2. 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.

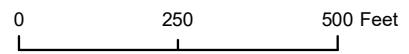
DB2

DB1

Diablo West Park

Legend

 Complete Abatement



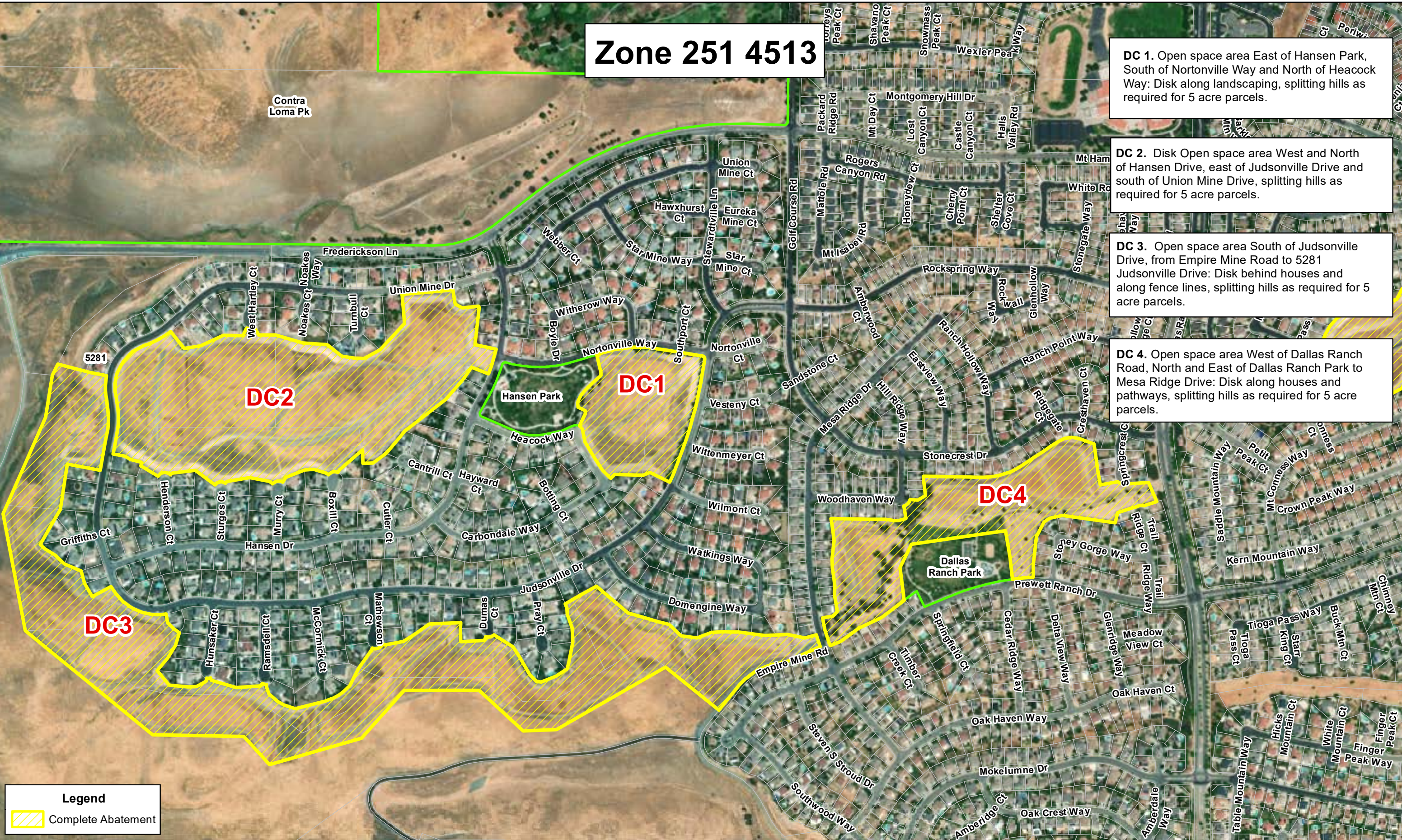
Zone 251 4513

DC 1. Open space area East of Hansen Park, South of Nortonville Way and North of Heacock Way: Disk along landscaping, splitting hills as required for 5 acre parcels.

DC 2. Disk Open space area West and North of Hansen Drive, east of Judsonville Drive and south of Union Mine Drive, splitting hills as required for 5 acre parcels.

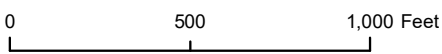
DC 3. Open space area South of Judsonville Drive, from Empire Mine Road to 5281 Judsonville Drive: Disk behind houses and along fence lines, splitting hills as required for 5 acre parcels.

DC 4. Open space area West of Dallas Ranch Road, North and East of Dallas Ranch Park to Mesa Ridge Drive: Disk along houses and pathways, splitting hills as required for 5 acre parcels.



Legend

 Complete Abatement



Zone 254 4541

DD 1. PGE Power lines run North and South between Larkspur and Wildflower. The tower is on North side of Lotus Court. Go South along PGE right of way and around the back of houses only on Lotus Court. South of hill on hillcrest side toward Lobelia Court and South towards and around 2908 Wildflower. Do not continue power line South across Wildflower to Hillcrest.

DD 2. Disk Open space area behind 3029 Larkspur Drive along house fence lines North toward Bluebonnet Court and East to Bluecurl Court.

Continue Disking at entrance on Bluecurl Ct. then South along water tank fence line heading East along Mead St. Splitting hills as required for 5 acre parcels.

DD 3. Disk Easement across from 3008 Bellflower Drive, behind houses to 3024 Larkspur Drive.


DD 4. Disk Open space South of Baywood Circle and North of Hillcrest Ave. Splitting hills as required for 5 acre parcels.

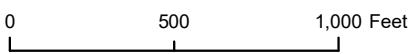
DD 5. Disk in back of houses along Ferngrove Way, then south behind Crestline Ct., Vista Hills Ct. Hidden Hills Court then around to Bellflower Drive. Splitting hills as required.

DD 6. Disk Open space area East of Bluebell Circle, North of Folsom Drive and South to Donner Ct.

DD 7. Disk open space area North of Meadow Lake Street including abutting property by Monterra Subdivision. Splitting hills as required by CCCFPD mandates. Avoid storm run-off area.

Legend

 Complete Abatement



Zone 254 4542

DE 1. Prewett Family Water Park (Lone Tree Way and Deer Valley Rd) – 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. 60 feet along walks when possible.

No work is to be performed in the Owl Sanctuary.

DE 2. Disk the following open space area: North of Whitetail drive, West of Covelight Way and South of Blue Rock Drive. Splitting hillside as required.

DE 3. Complete abatement in the following open space area: South of Golden Bear Drive, West of Hillcrest Ave., and East of Fawn Hill Way.

DE2

DA1

DE3

DF2

DF1

DE1

Mow Only- No Disk

FB1

Legend

 Complete Abatement

0 500 1,000 Feet

Zone 256 4563

DG 1. Complete abatement of Storm channel at East 18th St. and Trembath heading east toward end of Trembath from sidewalk to back of fences behind homes on Yellowstone Drive.



Zone 256 4564

DH 1. Complete abatement of PGE power line right of way on Sunset Lane across from Mountaire Park. Continue to disk west to water tank.

DH 2. Disk parcel behind homes on Felicia Ct, South to Cement V-ditch.

DH 3. PGE right of way, power lines on Elmo Rd. between Mountaire Drive and Greenridge Ct. Disk East towards Harbour Park at Ashurton Dr.


DH 4. PGE right of way power lines on Elmo Rd. between Greenridge Ct. and Hillside Rd. Disk East to Garrow Drive; continue East until power lines row joins together.

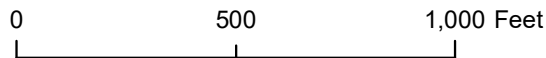
DH 5. Disk Lynn Avenue North to power line towers South of Shaddick Drive.

DH 6. Corner of Harris Drive and Shaddick Drive: disk under power lines to East Tregallas Rd.

DH 7. West of Mountaire Park, North of Northridge and Danridge Cts. Hand work if needed.

Legend

 Complete Abatement




Zone 256 4565

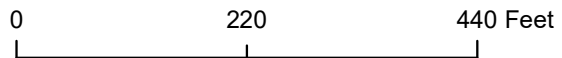
DI 1. Storm drain right-of-way, Contra Loma across from Lucky's Shopping center entrance; east side of road; and Somerset apartments towards Longview Road. Complete Abatement.

Lucky's Shopping center

DI1

Legend

 Complete Abatement




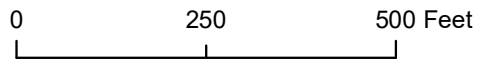
Zone 256 4568

DK 1. Open Space area south side of James Donlon, from east side of Community Park, north of soccer fields and parking lot, disk entire parcel.



Legend

 Complete Abatement




Zone 256 4569

DL 1. Open space area, east of Eagleridge Drive, south of Rocky Point Drive, west of Rock Island Drive; along fence lines, split hills as required.



Legend

 Complete Abatement

Zone 611 2320-1

DA 3. The north side of Antioch Reservoir, two parcels west of old Lone Tree Way. Disk southwest along fenceline to gate and inside reservoir fence on the north side of the reservoir. Disk area from road to cyclone fence west to the dam.

James Donlon south side between Contra Costa Canal and Royal Links Circle, disk southward along Antioch Reservoir fence line.

DA 4. Complete abatement at Water Treatment Plant disk west side of plant.

DA 5. Water tank at Lone Tree and Walton Lane, behind Church on the Rock and adding handwork around tank.



Legend
Complete Abatement

0 500 1,000 Feet

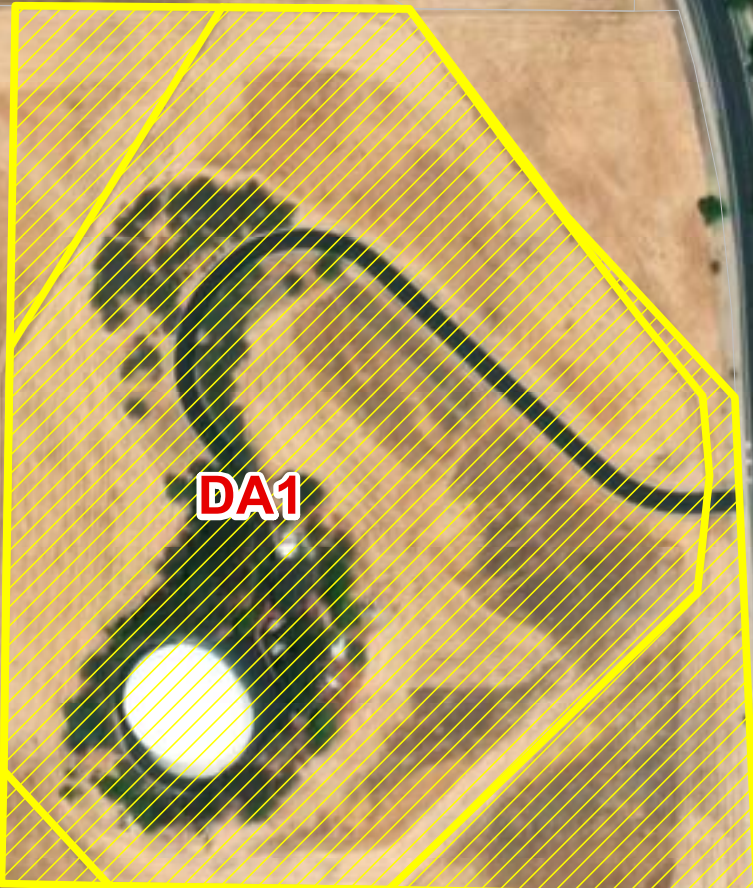
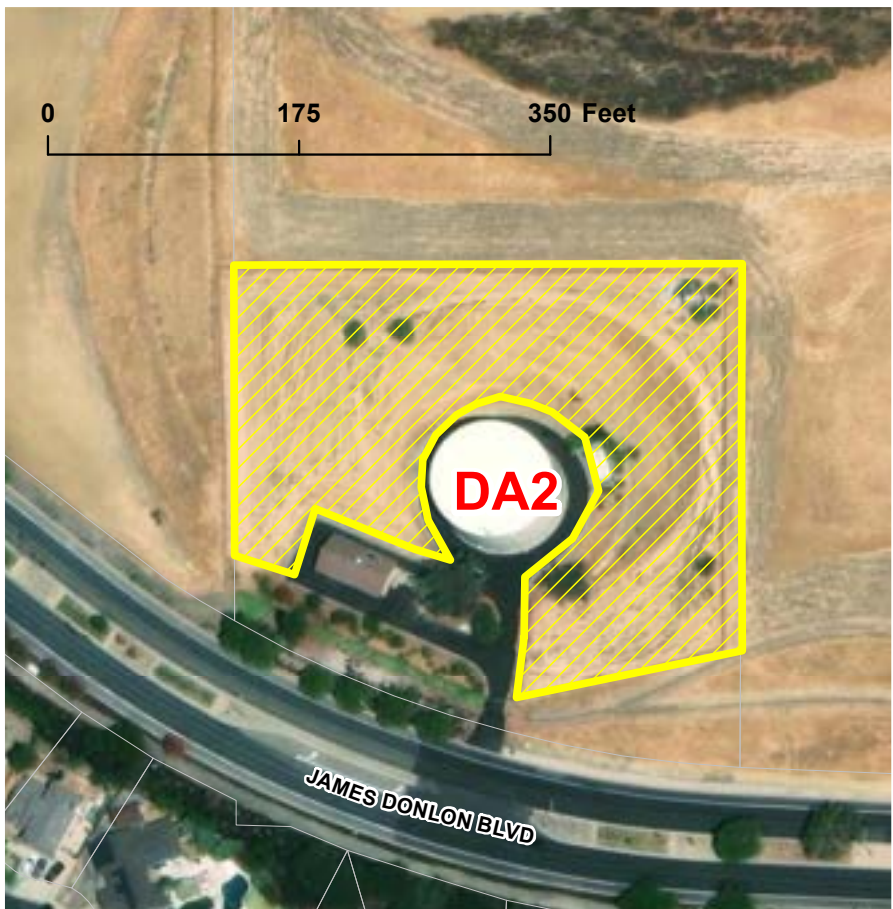
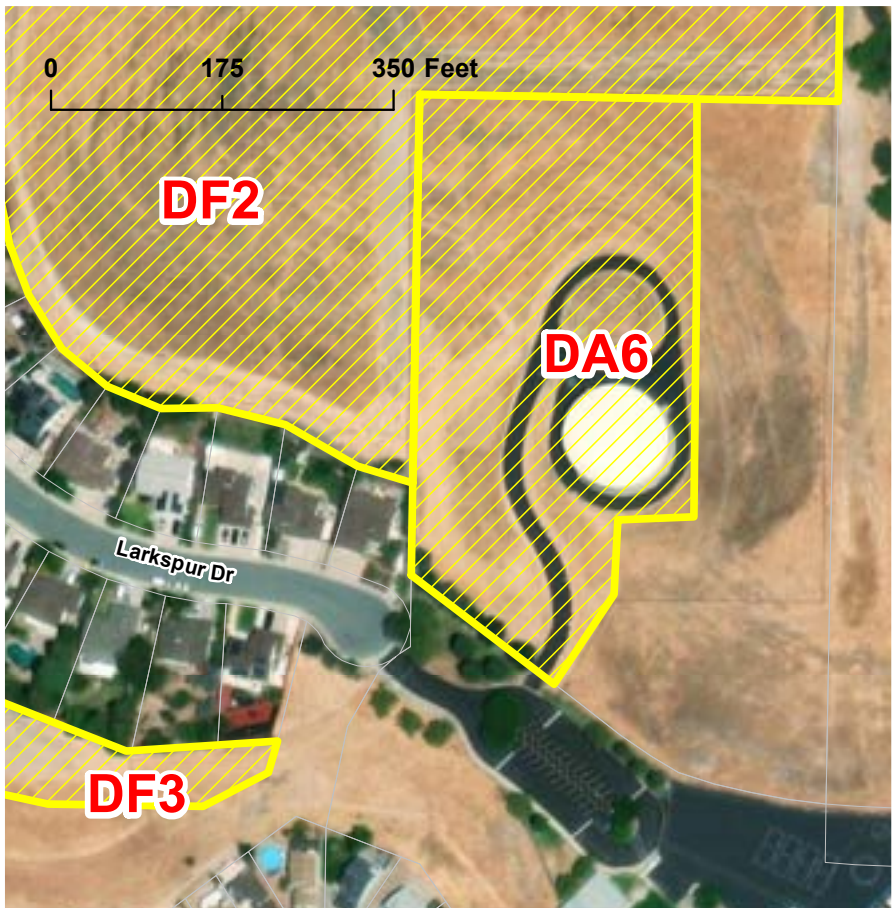


Zone 611 2320-2

DA 1. Disk area surrounding 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.

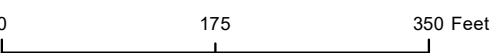
DA 2. Disk area surrounding James Donlon water tank, inside fence lines and add handwork around tank circumference where tractor can't access.

DA 6. Complete abatement Larkspur water tank inside fence lines and around Larkspur water tank hill.



Legend

Complete Abatement



CFD 2018-01 281-4502

FT 1. Complete abatement along soundwall behind houses on Frisanco Way.

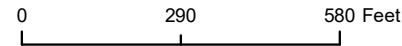
FT 2. Complete Abatement of open space at west of Sandcreek Road catch basin.

FT1

FT2

Legend

- 30 ft Firebreak
- 60 ft Firebreak
- Complete Abatement



Zone 251 4511-1



FA 1. Starting behind houses on the corner of Hillcrest Ave and Prewett Ranch Dr, complete weed abatement of entire hill heading north to Williamson Ranch Dr.

Begin 60' Firebreak starting behind 5213 Walker Ct heading west behind Equestrian Ct, Pioneer Ct, Homestead Ct, Roundup Ct, and Hereford Ct, then continue south behind homes along Hereford Way to Prewett Ranch Dr.

Continue 60' Firebreak behind 5133 Prewett Ranch Dr heading north behind homes along Kiowa Ct and Pawnee Dr to Indian Hill Dr. Continue 60' Firebreak behind 5100 Aubrey Ct heading south, then east behind homes on Aubrey Ct, Longbranch Ct, Furlong Way, Tumbleweed Ct, Thistlewood Ct and ending at Hillcrest Ave.

FA 4. Starting at Lone Tree Way Trail entrance 5065 Longhorn Way, perform Weed Abatement behind homes, heading South then east to Morgan Way. Then head North with a 60' Firebreak to Lone Tree Way.

Begin at trail entrance on Morgan Way, from 5008 Wagon Wheel Way, complete weed abatement of parcel to trail entrance at Indian Hill Dr.

Legend

30 ft Firebreak

60 ft Firebreak

Complete Abatement

Zone 251 4511-2

FA 2. Complete weed abatement starting behind 5124 Grass Valley Way to 5136 Grass Valley Way.

Continuing West from 5136 Grass Valley Way to sagebrush Dr.

Continue weed abatement North to Indian Hills Dr

From Indian Hills Dr head East to 5124 Sundance Ct, continuing east behind Sundance Ct, Toyon Ct, Comanche Ct and to the end of the property line at 5125 Comanche Ct.

FA 3. Perform 30 ft. firebreak along Deer Valley High School Pathway East to Sagebrush Drive

Head South along Sagebrush Dr to Prewett Ranch Dr complete Weed Abatement.

FA3

FA3

FA2

Legend

- 30 ft Firebreak
- 60 ft Firebreak
- Complete Abatement

Zone 251 4512-1

FB 1. Start behind 2632 Strawberry Ct and end behind 2408 Mark Twain Dr

Continue Abatement of Slope heading Northwest behind 2342 Mark Twain Dr.

Head West behind homes with a 60' Firebreak to Mokelumne Drive

FB 2. Starting behind 2355 Croker Ct create 60' Firebreak to V Ditch and 2349 Forty Niner Ct

Continue with a 30' Firebreak behind homes on Forty Niner Way, Anita Ct, Elena Ct and Squaw Ct, Ending at Deer Valley Rd.

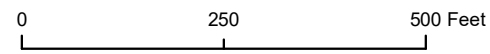
FB1

FB2

FA3

Legend

- 30 ft Firebreak
- 60 ft Firebreak
- Complete Abatement



Zone 251 4512-2

FB 3. Start Behind 1948 Kern Mountain Way, perform 30' Firebreak to 1863 Mt. Conness Ct, continuing West to Dallas Ranch Rd.

FB 4. Start behind 5106 Sims Mountain Ct, perform 30' Firebreak behind houses heading East to Mokelumne Dr



0 250 500 Feet

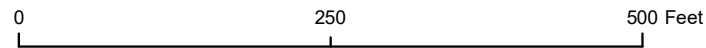
Zone 251 4512-3

FB 5. Start East of Dallas Ranch Rd, Starting at 1807 Tioga Pass Ct, Complete Abatement of Parcel heading east to 2035 Mokelumne Dr.



Legend

- 30 ft Firebreak
- 60 ft Firebreak
- Complete Abatement



Zone 251 4513-1

FC 1. 60 ft firebreak of Lone Tree slope between Dallas Ranch and Golf Course Roads, behind Cougar Peak Ct and Sheffels Peak Ct. Finish behind 4703 Matterhorn Court. Top of hill along homes only.

Also, complete abatement of slope behind 4655 Golf Course Rd, heading West, then North to the entrance of 4655.

FC 2. Abate area behind houses on Cache Peak at Golf Course Rd that continues behind Matterhorn Way and then Crestone Needle Way then around water tank to behind Bedford Peak, Snowmass Peak, Shavano Peak, and Torreys Peak Court.

Along Golf Course Rd connect 60' Fuel break from Torreys Peak Ct North to Cache Peak Dr.

FC2

FC1

Legend

30 ft Firebreak

60 ft Firebreak

Complete Abatement

Zone 251 4513-2

FC 3. Start 30' Weed Abatement behind houses on Mesa Ridge at north side of the trail entrance, continue behind houses on Woodhaven Way and Stonecrest Dr, end behind homes on Springcrest Ct at Dallas Ranch

FC 4. 30' Weed Abatement start behind 5101 Trailridge Ct, head West behind home to 1317 Stony Gorge Way, then only complete abatement of parcel adjoining Dallas Ranch Park

FC 5. Begin 30' abatement behind homes at 1133 Prewett Ranch Dr, heading west behind homes to Mesa Ridge Dr.

FC3

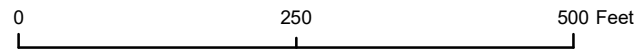
FC4

FC5

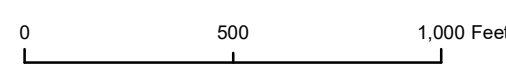
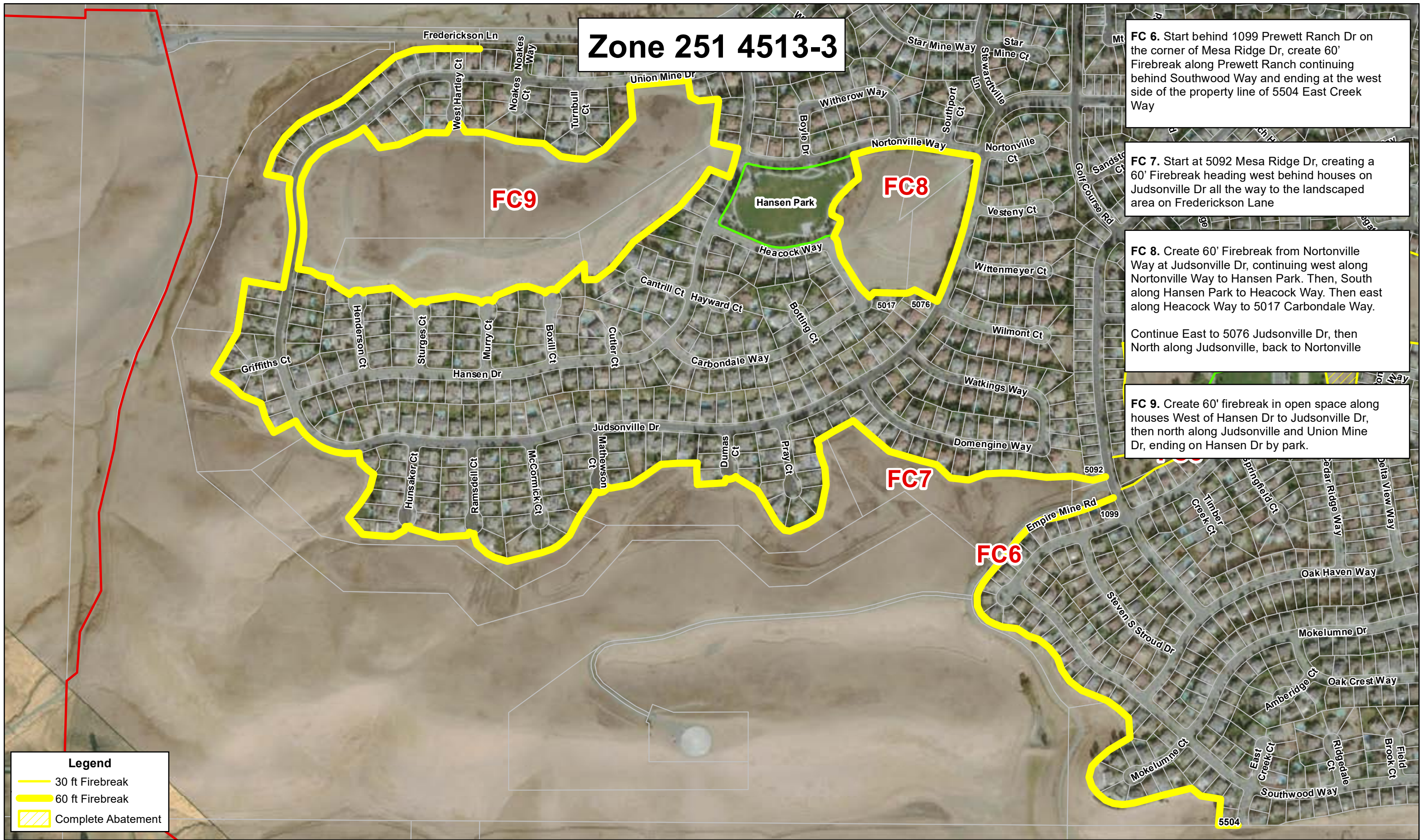
Dallas Ranch Park

Legend

- 30 ft Firebreak
- 60 ft Firebreak
- Complete Abatement



Zone 251 4513-3

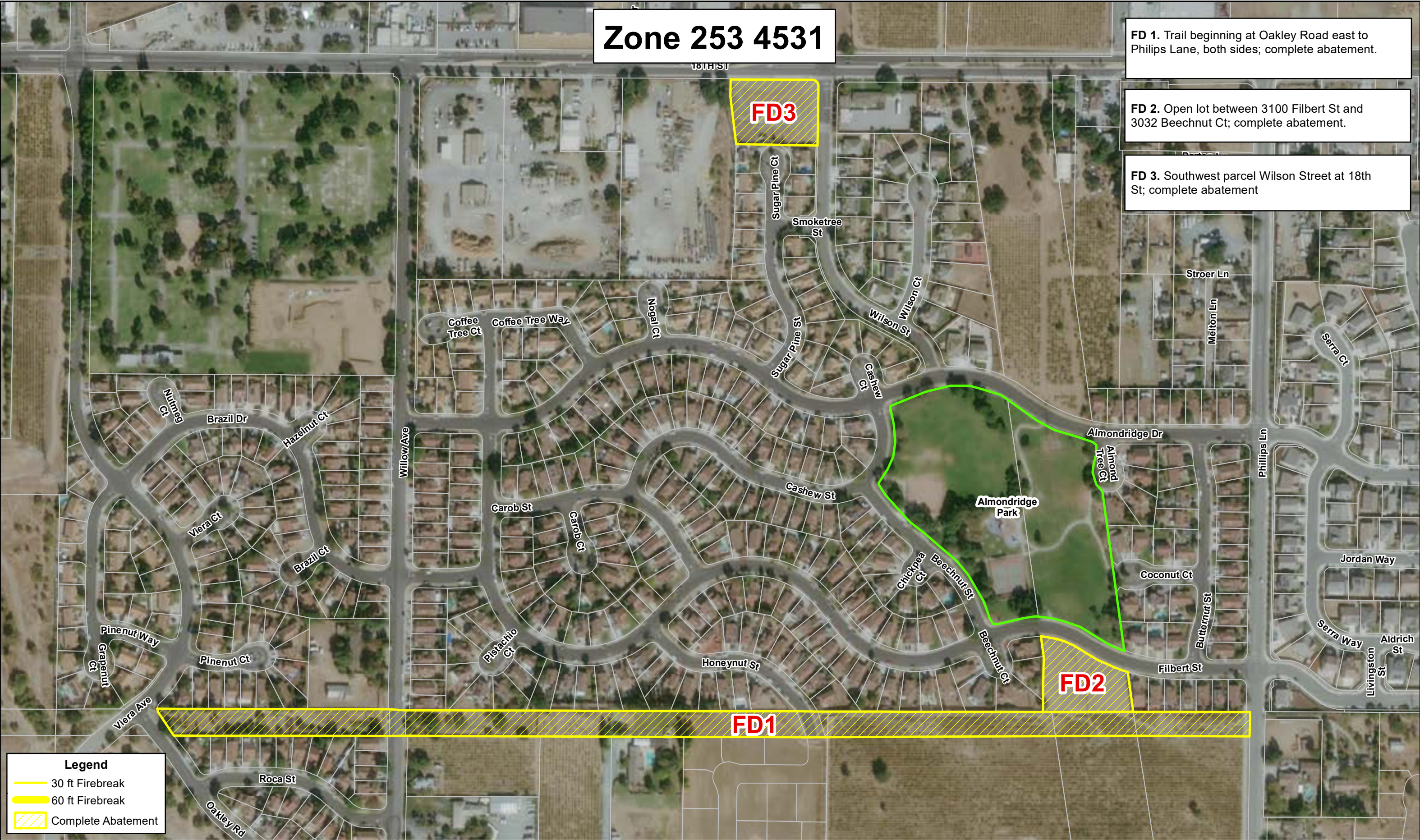


Zone 253 4531

FD 1. Trail beginning at Oakley Road east to Phillips Lane, both sides; complete abatement.

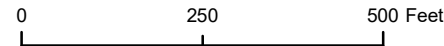
FD 2. Open lot between 3100 Filbert St and 3032 Beechnut Ct; complete abatement.

FD 3. Southwest parcel Wilson Street at 18th St; complete abatement



Legend

- 30 ft Firebreak
- 60 ft Firebreak
- Complete Abatement



Zone 251 4514

FS1

Mow Only - No Disk

FS1

Mow Only - No Disk

DN 1. The west and east trail of Heidorn Park.
Mow only.

Legend

- 30 ft Firebreak
- 60 ft Firebreak
- Complete Abatement

Zone 254 4541-1

FE 1. Begin 60' firebreak at landscaped area behind 2820 Terrace View Ave continue behind homes to 3308 Terrace View Ave. Continue behind and next to the four houses on Hillcrest Avenue from 3501 to 3527

Adding 30' along westside of 3501 Hillcrest Ave, Hillcrest Ave, and along eastside 3457 Hillcrest Ave.

FE 2. Start 30' firebreak behind 3300 Baywood Circle, proceed north along Bellflower Dr, then west to 3112 Ferngrove Way. Continue south along fenceline behind Crestline Ct, Vista Hills Ct and Hidden Hills Ct, all the way to Terrace View Ave.

Starting again at 3300 Baywood Circle proceed south behind homes along Baywood Circle all the way back to Bellflower Dr at 3628 Baywood Circle.

Starting at 3201 Bellflower Dr, head north and then east with a 60' firebreak ending behind 3525 Leafwood Circle (APN 052-470-001).

Starting again at 3201 Bellflower Dr, 30' firebreak north to 3120 Sunflower Dr, then east behind homes to Larkspur Dr, by school entrance.

Legend

30 ft Firebreak

60 ft Firebreak

Complete Abatement

Zone 254 4541-2

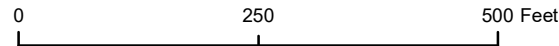
FE 4. Starting north behind shopping center off Larkspur Dr, create a 60' Firebreak south then west along back of all houses on Lotus Ct, ending at Lotus Ct itself. Complete Abatement of parcel along PGE row, continue complete abatement ending at Wildflower Dr by Wildflower Pointe homes.



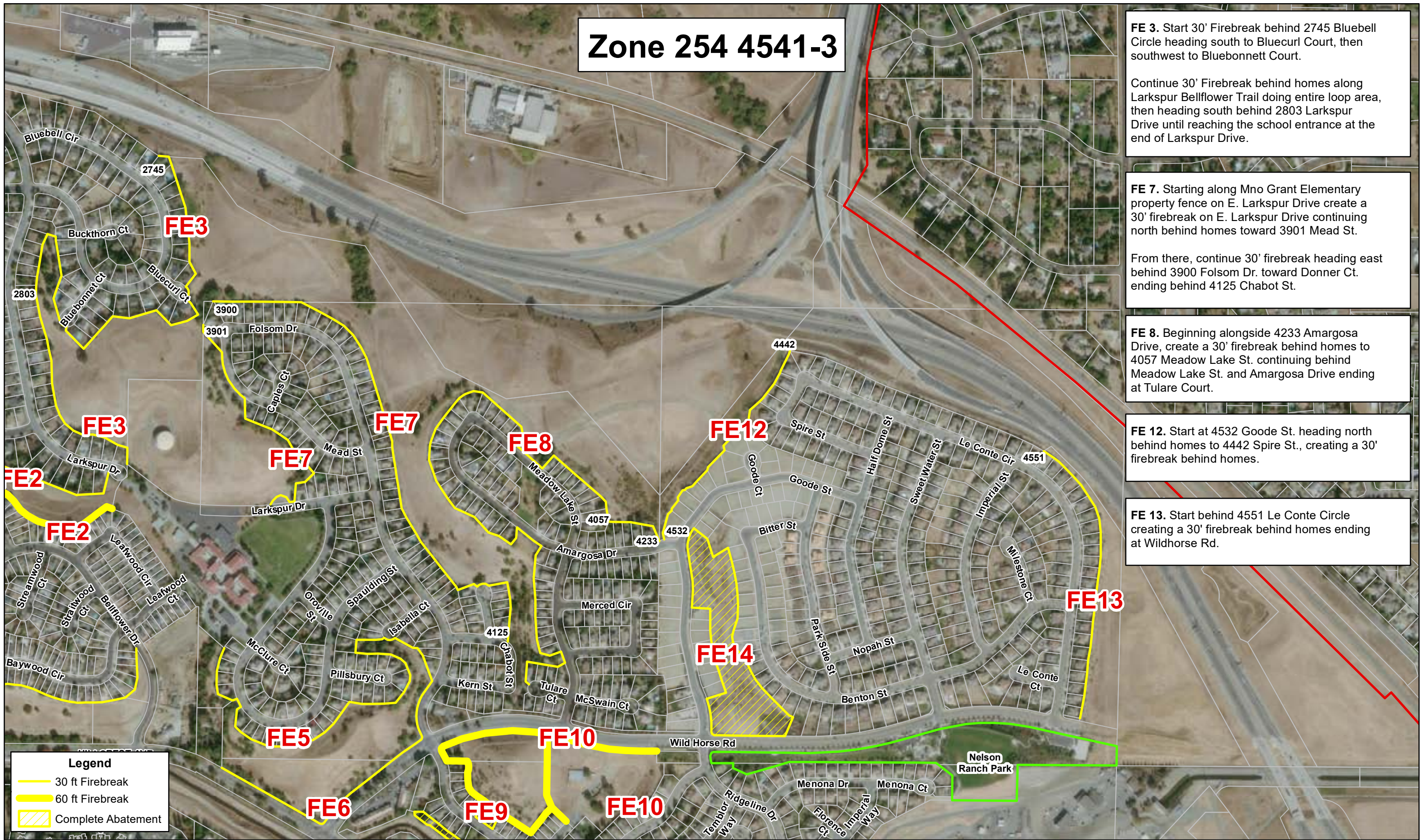
DAVISON

Legend

- 30 ft Firebreak
- 60 ft Firebreak
- Complete Abatement



Zone 254 4541-3



FE 3. Start 30' Firebreak behind 2745 Bluebell Circle heading south to Bluecurl Court, then southwest to Bluebonnett Court.

Continue 30' Firebreak behind homes along Larkspur Bellflower Trail doing entire loop area, then heading south behind 2803 Larkspur Drive until reaching the school entrance at the end of Larkspur Drive.

FE 7. Starting along Mno Grant Elementary property fence on E. Larkspur Drive create a 30' firebreak on E. Larkspur Drive continuing north behind homes toward 3901 Mead St.

From there, continue 30' firebreak heading east behind 3900 Folsom Dr. toward Donner Ct. ending behind 4125 Chabot St.

FE 8. Beginning alongside 4233 Amargosa Drive, create a 30' firebreak behind homes to 4057 Meadow Lake St. continuing behind Meadow Lake St. and Amargosa Drive ending at Tulare Court.

FE 12. Start at 4532 Goode St. heading north behind homes to 4442 Spire St., creating a 30' firebreak behind homes.

FE 13. Start behind 4551 Le Conte Circle creating a 30' firebreak behind homes ending at Wildhorse Rd.

Legend

30 ft Firebreak

60 ft Firebreak

Complete Abatement

Zone 254 4541-4

FE 5. Begin at 4157 Folsom Dr. going behind Isabella Court and Pillsbury Court continuing behind 4233 Spaulding St. until reaching 4265 Spaulding St.

FE 6. Starting back at 4157 Folsom Drive creating 30' firebreak heading south toward Wildhorse Rd. continuing west behind 'Landscape' on Hillcrest Ave then finishing at the end of the property line of 4215 Hillcrest Ave.

FE 9. Complete abatement of open space between 4331 and 4337 Folsom Drive.

FE 10. Starting at the parking lot next to 4309 Folsom Drive create a 60' firebreak behind homes on Folsom Drive to 4315 Berryessa Ct. Continue north along the property line to Wildhorse Rd, then create a 60' firebreak back to the parking lot next to 4309 Folsom Dr.

FE 11. Complete abatement at trail entrance behind 4516 Loon Ct. to behind 4504 Temblor Way.

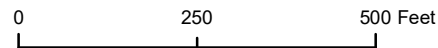
Continue complete abatement of slope starting at 4500 Temblor to 4316 Folsom Dr. (CCWD Property to Ridge)

FE 14. Monterra Subdivision – Complete abatement from 4520 Benton St. to 4580 Benton St., then the Goode St. power tower continuing north behind homes on Goode St. to tower entrance.

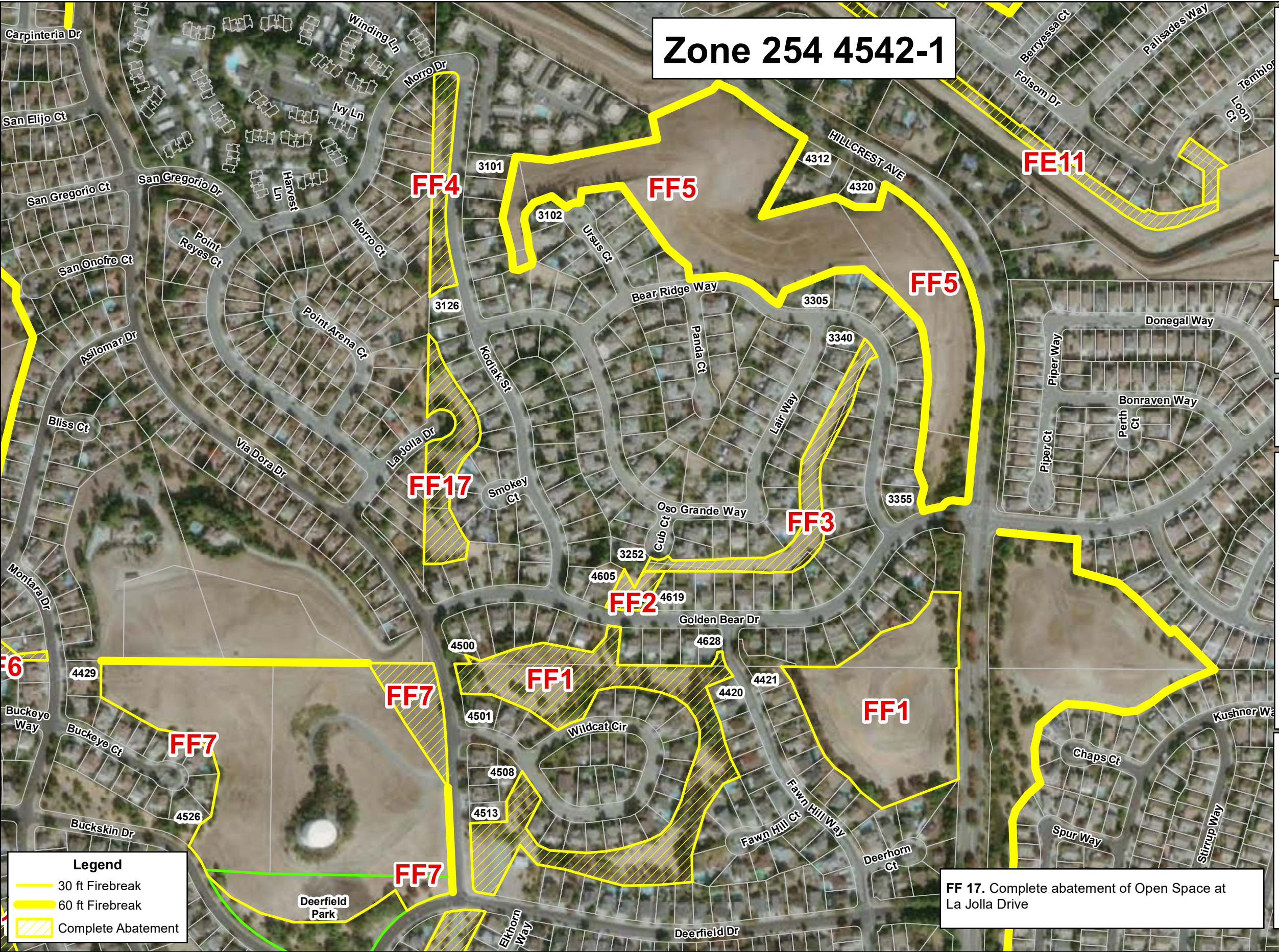


Legend

- 30 ft Firebreak
- 60 ft Firebreak
- Complete Abatement



Zone 254 4542-1



FF 1. Complete abatement Greenbelt area behind Wildcat Circle from fire station on Deerfield Drive east to 4420 Fawn Hill Way then west to 4501 Wildcat Circle doing entire area from fence to fence including fescue and entrance areas.

From 4508 Wildcat Circle, proceed south back to fire station and west along 4531 Via Dora Dr, complete abatement.

Starting at 4421 Fawn Hill Way, go east along fencelines to Hillcrest Ave, north along Hillcrest Ave to Golden Bear houses, then west back to 4421 Fawn Hill, 30' firebreak.

FF 2. Weed Abate Entire lot between 4605 and 4619 Golden Bear Drive.

FF 3. Complete abatement at Bear Ridge Way in open space behind houses at 3340 Lair Way to 3252 Cub Court

FF 4. Complete abatement starting at 3126 Kodiak St heading north to the end of Morro Drive

FF 5. Creat 60' firebreak going behind 3355 Bear Ridge Way to 3305 Bear Ridge Way then heading west toward 3102 Ursus Court and ending behind 3101 Kodiak St.

Continue north behind 3101 Kodiak St., then east behind fence line of Hillcrest View Apts.

From there, continue along CCWD Canal fence line to Hillcrest Ave landscape, then head south along Hillcrest Ave. around homes to 4320 Hillcrest Ave.

Heading south, create 30' firebreak back to 3355 Golden Bear Dr.

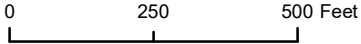
FF 7. From 4429 Montara Drive create 30' firebreak behind houses to 4526 Buckeye Ct.

Heading east, create 30' firebreak to Via Dora Dr then heading North, create 60' firebreak along Via Dora Dr to Deerfield Tank entrance.

Complete abatement of entire lot North of the entrance to the water tank fence line. Then, create 60' firebreak along fence line to 4429 Montara Dr.

FF 17. Complete abatement of Open Space at La Jolla Drive

Legend
30 ft Firebreak
60 ft Firebreak
Complete Abatement





Zone 254 4542-3

FF 12. Begin 30' firebreak at the Soundwall from Hillcrest Ave slope area behind the home of 5061 Crest Park Circle. Then head west to Prewett Park Open Space continuing North to Country Hills entrance pathway.

FF 13. In the open space behind 4753 Kangaroo Ct., create a 30' firebreak behind Kangaroo Ct., Koala Ct., Mustang Ct., and Appaloosa Way
no work to be done on Burrowing Owl Sanctuary , ending on Deer Valley Rd.

FF 14. Create a 60' firebreak around Prewett Family Skatepark. Complete abate skatepark.

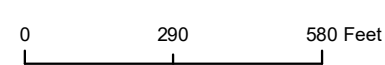
FF 15. Create a 30' firebreak at Prewett Family Park on the North and South sides of the Skate Park pathways

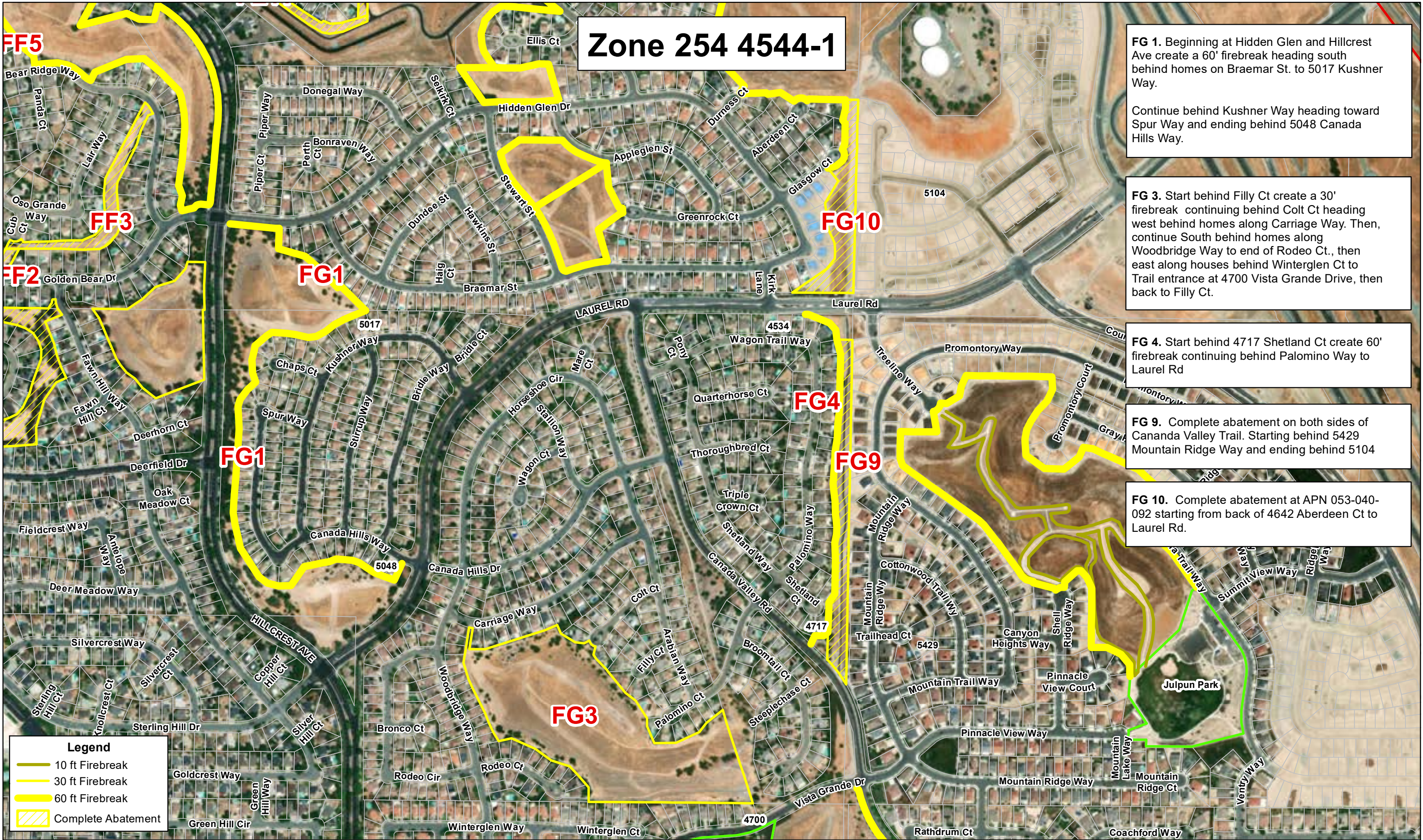
FF 16. Complete Abatement at Mokelumne Trail from Deer Valley Road to Lone Tree Way.



Legend

- 30 ft Firebreak
- 60 ft Firebreak
- Complete Abatement





Zone 254 4544-2

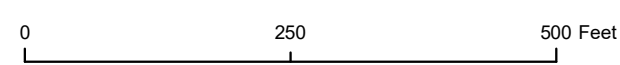
FG 2.Complete abatement starting at the North side of Canada Valley Trail from Hillcrest Ave to 5349 Fairside Way. Then, on the southside of trail beginning at 5349 Fairside Way heading west behind homes and shopping center ending at Hillcrest Ave, do no work in East Antioch Creek.

FG2

FG2

Legend

- 30 ft Firebreak
- 60 ft Firebreak
- Complete Abatement



Zone 254 4544-3



- FG 5.** Start at 4609 Mendota Way creating a 60' firebreak heading South behind homes on Emerald Way to Durness Ct. Then continue east behind homes to Aberdeen Ct then South to Glasgow Ct.
- FG 6.** Create a 60' firebreak around parcels 053-040-088 and 053-670-019 along Hidden Glen Drive. Also adding a 60' cross break from 4543 Selkirk Ct to Ellis Ct.
- FG 7.** In the Open Space area of the following: creat a 60' firebreak perimeter between Stewart Street and Appleglen Street and south of Hidden Glen Drive; also 60' cross break entire parcel.
- FG 8.** Ridgeline Drive at PGE tower around Ellis Court- 60' firebreak perimeter



Zone 255 4551

FH 1. Complete abatement- enter at Melon Ct by Markley Creek path, north to mobile home park then behind houses on Cathy Ct and Jennifer Ct to locked gate near Buchanan Rd.
****Do no work in Markley Creek****

Legend

- 30 ft Firebreak
- 60 ft Firebreak
- Complete Abatement

0 130 260 Feet



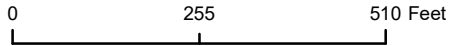
Zone 256 4563

- FI 1.** In the lot next to 500 Gary on the corner of Cavallo Rd and Gary Ave; complete abatement.
- FI 2.** 30' firebreak behind 1800 to 1816 Trembath Street.
- FI 3.** 30' firebreak behind houses on Candace Ct and Geyser Ct, continuing behind 1701 Yellowstone Dr to 1737 Yellowstone Dr.
- FI 4.** Create a 60' Firebreak on the East side of the Hillcrest Retention Basin from 18th St, behind Hargrove Ct, Sandy Ct, and Sandy Wy to 1525 Hillcrest Ave, continuing South along Hillcrest Ave to Plymouth Ln.
- FI 5.** Create a 60' Firebreak on the West side of the Hillcrest Retention Basin from 18th St to Hillcrest Ave.
- FI 6.** Behind 122 Southlake Dr West of Hillcrest Ave to 18th St; complete abatement.



Legend

- 30 ft Firebreak
- 60 ft Firebreak
- Complete Abatement



Zone 256 4564



FJ 1. Complete abatement behind houses from 142 Hyde Place to end.

FJ 2. Create 60' firebreak from #2 Danridge Ct. east along property line, to Sunset Ln., then head south and west to #5 to Felicia Ct.

FJ 3. Create 30' firebreak, fence lines on both sides of PGE right-of-way parallel to Mountaire Dr from Harbour Park, crossing Garrow Dr and Tahoe Ct, continuing to Mountaire Park; also 30' firebreak both of the other sides of the PGE right of way behind houses on Christina Ct and next to houses on Garrow Dr and Elmo Rd ending at Mountaire Park.

FJ 4. Create a 60' firebreak starting behind 1012 Eastbourne Ct. heading west to 1008 Burwood Way

FJ 5. Northeast of Harbour Park, PGE right of way. Starting behind 3117 Westbourne Dr and ending at 1200 Marcus Ct.

Zone 256 4565

FK 1. Between houses on S. Royal Links Circle and Lone Tree Pump Station

Start at 4165 S. Royal Links Circle creating a 60' firebreak heading South to Royal Links Court, then north until reaching Pump Station property end on Lone Tree Way.

FK 2. 30' firebreak behind houses on Gallagher Circle from James Donlon Blvd. the backside of Sutter Elementary School ending at G St gate.

FK 3. Sewer Easement by Catholic Church, complete abatement.

FK 4. Complete Abatement at Mokelumne Trail Path from Contra Loma Blvd. to Golf Course Road. Mow Only - No Disk

FK 5. Complete abatement between houses on Longview Rd entrance to Mokelumne Trail, east along trail to G St.

FK3

FQ3

FQ3

FQ4

FJ1

FJ3

FJ3

FJ2

FK4

FK2

FK4

FK4

FN2

Legend

- 30 ft Firebreak
- 60 ft Firebreak
- Complete Abatement

0 500 1,000 Feet

Zone 256 4566

FL 1. Complete abatement of Putnam Power Towers south to Contra Costa Canal property, between Polk Ct and Taft Ct.

FL 2. Complete abatement at Mokelumne Trail from Buchanan Road to Putnam Street.




FL2

FH1

FK5

FL1

Legend

-  30 ft Firebreak
 60 ft Firebreak
 Complete Abatement

0 750 1,500 Feet

ANTIOCH
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City of Antioch GIS
January 2024



Zone 256 4568

FM 1. Complete abatement of hillside and fence line from 2205 to 2080 Reseda Way

FM 2. Complete abatement of PGE trail from Silverado Dr at Quesada Ct to Warbler Dr

FM 3. Complete abatement alongside and behind 2331 Grimsby Court, to East Bay Regional Parks trail entrance.

FM 4. Create 60' firebreak starting behind 3901 Osprey Drive to behind 3833 Osprey Drive.

Abate Entire Parcel at Seeno Property at 2417 Cambridge Drive

FM 5. Create 60' firebreak starting at 3992 Finch Drive and continuing North behind homes to 3912 Finch Drive.

Then, complete abatement heading East to 2509 Cambridge Drive.

Create a 60' firebreak starting behind 3908 Finch Drive and ending at 2539 Cambridge Drive.

FM 6. Create 60' firebreak starting behind 3693 Mallard Ct. heading North behind homes on Mallard Way ending at 3598 Mallard Way.

FM6

FM2

FM1

FQ1

FM5

FM5

FM4

FM4

FM3

Legend

- 30 ft Firebreak
- 60 ft Firebreak
- Complete Abatement

0 500 1,000 Feet

Zone 256 4569



FN 1. 60' firebreak behind Condor Ct, Falcon Ct, Greystone Ct, Glade Ct, Mulberry Ct, Greentree Ct, Mimosa Ct, and Belvedere Ct continuing behind Rock Island Dr, Rocky Point Dr, and Hawk Ct.

FN 2. Complete Abatement of Greystone open space behind the houses on Black Rock Drive and Greystone Drive.

FN 3. Complete Abatement behind 2017 Spruce Way at the Mokelumne Trail and head East all the way to Deer Valley Road.

FN 4. Complete Abatement behind 110 Ridgerock Drive at the Mokelumne Trail and head East behind homes to 4042 Boulder

FN 5. Complete Abatement behind Fire Station 82 at the Mokelumne Trail and head East behind homes to 2004 Spruce Way.

Legend

- 30 ft Firebreak
- 60 ft Firebreak
- Complete Abatement

Zone 256 4572



FO 1. Create 60' firebreak starting behind 4011 Moller Ranch Way heading North along houses to Markley Creek Park

FO 2. Create 60' firebreak starting behind 3529 Markley Creek Drive heading South to 3729 Markley Creek Drive

FO 3. Complete abatement at Open Space entrance at Summit Way by Heaton Ct., head West to James Donlon Blvd.

FO 4. Create 60' firebreak starting behind 4076 Barn Hollow Way heading South to 4092 Barn Hollow Way

FO 5. Create 60' firebreak, tractor mowing and string trimmers only, Somersville Drive at James Donlon Blvd., East side 2 parcels split by James Donlon Blvd. APN # 076-021-015 and APN # 076-021-014, cross breaks needed on northeast parcel only. This includes complete abatement of trail area near Somersville to James Donlon Blvd.

FO 6. Complete abatement of slope from Barn Hollow Way to Westridge

Legend

- 30 ft Firebreak
- 60 ft Firebreak
- Complete Abatement

0 250 500 Feet

Zone 259 4591

FP 1. Create 60' firebreak beginning at Canada Valley and Vista Grande Drive.

Continue 60' firebreak behind homes at 4842 Green Castle Way heading South to Tipperary Way and Cushendall Way.

Then, West to Country Hills drive until reaching Carmen Dragon Elementary school property lines.

FP 2. Complete Abatement 4908 Truskmore Way at Canada Valley Trail to Highway 4. Do no work in East Antioch Creek.

FP 3. Create 10' firebreak along each side of trails of Jacuzzi Knolls Open Space.

FP 4. Conduct a 60' mow along fenceline of Jacuzzi Knolls Open Space and create 30' firebreaks, splitting the area into 5 acre Parcels.



Legend

10 ft Firebreak

30 ft Firebreak

60 ft Firebreak

Complete Abatement



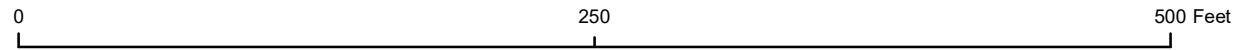
Zone 611 2320-1

FQ 1. Complete abatement at 2547 Cambridge Drive Water Tank



Legend

- 30 ft Firebreak
- 60 ft Firebreak
- Complete Abatement



Zone 611 2320-2

FQ2

FQ 2. Complete abatement water treatment holding pond access off of Whitehaven Ct. Next to 810 and off of Spartan Way.

FQ 3. Start at Water Treatment Plant behind 3233 View Dr, head West create 60' firebreak until reaching G St.

Continue 60' firebreak behind 829 Gloucester St. to 801 Gloucester St. then head north along property lines to fence behind Bourton Ct. then east along fence then south back to WTP.

FQ 4. Obtain access from the back gate at the Water Treatment Plant (401 Putnam Dr), and starting behind #2 to #30 Terranova Drive 60' firebreak, head North along WTP fence and along 3200 Lone Tree Way office building continuing West to WTP entrance gate.

Head South from WTP Main Gate, do 60' Firebreak back to WTP rear gate.

FQ3

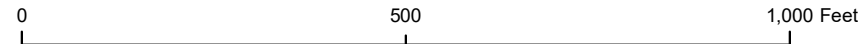
FQ3

FQ4

FJ1

Legend

- 30 ft Firebreak
- 60 ft Firebreak
- Complete Abatement



Attachment “C”



MINIMUM WEED ABATEMENT STANDARDS

A. **PARCELS FIVE ACRES OR LESS IN SIZE:**

Maintain **ALL** weeds at a height of **no more than 3 inches**. Weeds and grasses must be mowed, with material mulched and scattered or raked and bagged, and removed from the property, or disced (see “Discing Quality” below). All combustible rubbish or debris, including but not limited to: cardboard boxes, pallets, trash, wood rounds/chunks, rubble, etc., shall be removed from the property. **Parcels may require additional abatement during the season due to the regrowth of weeds and other flammable vegetation.**

B. **PARCELS GREATER THAN FIVE ACRES IN SIZE:**

Shall be provided with **30-foot fuelbreaks and 15-foot crossbreaks** (see “H” and “I” below). Crossbreaks should divide the parcel into approximately 5-acre sections. **Fencelines may require handmowing/weedeating to ensure completion of fuelbreak.** When terrain is too steep or rugged for a tractor, a handmowed fuelbreak may be required. All cut material should be mulched and scattered or raked, bagged and removed from parcel.

C. **Fuelbreaks along roadways** are required as part of the property line. Road right-of-ways shall be cleared to a minimum of **10 feet horizontally** from the edge of driving surface and **13’6”vertically**.

D. **Active pastureland** shall be provided with **15-foot wide fuelbreaks and crossbreaks** if a sufficient number of animals are present to steadily reduce height of grasses during the summer months **to 3 inches** or less by the end of August, irrespective of parcel size. **If this requirement cannot be met, 30-foot fuelbreaks and crossbreaks shall be required.**

E. **Active cropland** shall be provided with **15-foot fuelbreaks** or crossbreaks if the crop is to be harvested by mid-June. If there is to be a later harvest, **30-foot fuelbreaks shall be required.**

F. **Orchards** are to be maintained by complete abatement, including grasses under tree branches (see G. Tree litter). This may require pruning of lower branches to allow equipment access.

G. **Tree litter** (eucalyptus leaves and bark, coniferous needles, leaves, fallen branches, etc.) shall be removed from the base of trees, tree stems, and limbs within 10 feet of the ground and maintained throughout the fire season.

H. **30-foot fuelbreaks, where required, shall be provided** around all structures, combustible storage, trees, shrubs and brush, **along ridgelines**, fencelines, ditches, and along the sides of, but not in, creeks. Fuelbreaks and crossbreaks are a continuous strip of disced or dozed ground following as closely as possible to the property line, and **along one side of all fencelines**, ditches, and on top of all ridgelines. Remove from the property all debris, rubble, junk, piles of dirt, etc., which would obstruct or impede vehicles and/or equipment used for abatement work or fire suppression operations.

I. **Mowed fuelbreaks** shall be 60 feet wide and **mowed crossbreaks** 30 feet wide due to ability of the remaining surface material to support a fire growth.

DISCING QUALITY:

All discing work, including fuelbreaks, shall be completed so that all weeds, grasses, crops and other vegetation or organic material, which could be expected to burn, shall be completely turned under to the point that there is not sufficient exposed fuel to maintain or allow the spread of fire.

NOTE: Certain properties may require additional or more stringent abatement due to site-specific issues with terrain, regrowth, location, land use, or fire related history.

Attachment “D”

SAMPLE

CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement (“**Agreement**”) is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] (“**Effective Date**”) by and between the City of Antioch, a municipal corporation organized under the laws of the State of California with its principal place of business at 200 H Street, Antioch California 94509 (“**City**”) and [***INSERT NAME***], a [***[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]***] with its principal place of business at [***INSERT ADDRESS***] (“**Contractor**”). City and Contractor are sometimes individually referred to as “**Party**” and collectively as “**Parties**” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing [***INSERT TYPE OF SERVICES***] services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the [***INSERT NAME OF PROJECT***] project (“**Project**”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [***INSERT TYPE OF SERVICES***] maintenance services necessary for the Project (“**Services**”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 [Insert Term or Time of Performance].

The term of this Agreement shall be from [Insert start date] to [Insert end date], unless earlier terminated as provided herein. The City reserves the right to review the Contractor’s performance at the end of each year and cancel all or part of the Agreement.

[**CONTRACT NAME**]

3.2 Responsibilities of Contractor.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- 3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
- 3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- 3.2.4 City's Representative. The City hereby designates [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- 3.2.5 Contractor's Representative. Contractor hereby designates [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.
- 3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the

professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees, and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged, and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of [***INSERT WRITTEN DOLLAR AMOUNT***] Dollars (\$[***INSERT NUMERICAL DOLLAR AMOUNT***) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's

work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify, and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors, and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal

opportunity employer and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees, and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the

Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance. Contractor shall not commence work for the City until it has provided evidence satisfactory to the City that it has secured all insurance required under Exhibit "D" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state, and federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of

such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [***INSERT WRITTEN DOLLAR AMOUNT***] (\$[***INSERT NUMERICAL DOLLAR AMOUNT***]) without written approval of City's [***INSERT TITLE***]. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 California Labor Code Requirements

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.4 Agreement Subject to Appropriation of Funds. The Contractor understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Antioch City Council. The Agreement may terminate without penalty, liability, or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability, or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

INSERT NAME, ADDRESS & CONTACT PERSON

City:

INSERT DEPARTMENT NAME / CONTACT PERSON

City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

City:

City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007
Attn: City Attorney

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers

CONTRACT NAME

and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense, and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County, California. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

- 3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.
- 3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.
- 3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- 3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.
- 3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement,

the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.19 Wage Theft Prevention.

3.5.19.1 Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

3.5.19.2 BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

3.5.19.3 If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment

or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

3.5.19.4 For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

3.5.19.5 Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

3.5.19.6 Notice provided to the City shall be addressed to: Attention: City Manager, P. O. Box 5007, Antioch, CA 94531-5007. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the *****INSERT DAY***** day of *****INSERT MONTH*****, *****INSERT YEAR*****.

CITY OF ANTIOCH
Approved By:

*****INSERT CONTRACTOR NAME*****

Kwame Reed
Acting City Manager

Signature

Name

ATTEST:

Title

Elizabeth Householder
City Clerk

Approved As To Form:

Thomas Lloyd Smith
City Attorney

****CONTRACT NAME****

EXHIBIT "A"
SCOPE OF SERVICES

[INSERT SCOPE**]**

EXHIBIT "B"
SCHEDULE OF SERVICES

*****INSERT SCHEDULE*****

EXHIBIT "C"
COMPENSATION

*****INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES***]**

ATTACHMENT “E”

EXHIBIT “D”

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an “X” indicated in the space before the requirement apply to Contractor’s Agreement.**

Contractor shall procure and maintain for the duration of the Agreement 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 and the results of that work by the Contractor, its agents, representatives, employees, or subcontractors.

Contractor shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor’s insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

 X Coverage at least as broad as Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000.00** 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.

 Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than **\$1,000,000.00** 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.

 Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than **\$5,000,000.00** 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.

Automobile Liability:

 X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000.00** combined single limit for bodily injury and property damage.

 Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

 Garage keepers’ extra liability endorsement to extend coverage to all vehicles in the care, custody, and control of the Contractor, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

___ Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

___ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

___ Insurance appropriate to the Contractor's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000.00** per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees. Waiver needed.)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

___ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery, and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's Pollution Legal Liability:

___ Contractor's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

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 City.

Cyber Liability Insurance

___ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

☐ Bid Bond
☒ Performance Bond
☒ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

X Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

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. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents, and subcontractors.

Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid

by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions (“SIR”):

Any deductibles or self-insured retentions must be declared to and approved by 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. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

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 to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor’s Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor’s work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

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.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ATTACHMENT “F”

SAMPLE

PAYMENT BOND

THIS PAGE MUST BE NOTARIZED

**CITY OF ANTIOCH
Firebreak Mowing and Disking
Services Proposal No. 988-
0221-24A**

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the CITY OF ANTIOCH, (hereinafter referred to as “City”) and _____, (hereinafter referred to as “Principal”) have entered into a Contract for the _____; and

WHEREAS, under the terms of said Contract, Principal is required to furnish a bond securing payment of the claims to which reference is made in Section 3248 of the Civil Code,

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States, being not less than one hundred percent (100%) of the amount payable by the terms of the Contract, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if said Principal or any of its subcontractors fails to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over the Employment Development Department from the wages of employees of the Principal or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, the Surety will pay for the same and also will pay, in case suit is brought upon this bond, a reasonable attorney’s fee, to be fixed by the court.

This bond will insure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns if any suit is brought upon this bond.

This bond is given to comply with Sections 3247 and 3248 of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said Code, all acts amendatory thereof, and all other statutes referred to therein, including Section 3225 of the Civil Code.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

Signatures on next page

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this day of _____, 20__, the name and corporate seal of each corporate body being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Principal)

By _____
Signature

Print Name

Title

*Note:
To be signed by Principal
and Surety and acknowledgment
and notarial seal attached.*

(Surety)

(Address)

By _____
Signature

Print Name

Title

PERFORMANCE BOND

SAMPLE

THIS PAGE MUST BE NOTARIZED

**CITY OF ANTIOCH
Firebreak Mowing and Disking
Services Proposal No. 988-
0221-24A**

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the CITY OF ANTIOCH, (hereinafter referred to as "City") has entered into a Contract with _____, (hereinafter referred to as "Principal"), for construction of the _____ (the "Contract"); and

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond of faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____, as Surety, are held and firmly bound unto the City, in the sum of _____ Dollars (\$ _____) lawful money of the United States, to be paid to the City or its successors and assigns; for which payment, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by the City, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by the City, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the City as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release, or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification or addition.

Whenever Principal shall be and declared by the City to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at City's election:

1. Undertake through its agents or independent Contractors, reasonably acceptable to the City, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; or
2. Reimburse the City for all costs the City incurs in completing the Contract, and in correcting, repairing, or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and

severally, or against any one or more of them, or against less than all of them without impairing the City's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or its successors or assigns.

In the event suit is brought upon this bond by the City, Surety shall pay reasonable attorney's fees and costs incurred by the City in such suit.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly executed by its undersigned representative, pursuant to authority of its governing body.

(Principal)

By _____
Signature

Print Name

Title

*Note:
To be signed by Principal
and Surety and acknowledgment
and notarial seal attached.*

(Surety)

(Address)

By _____
Signature

Print Name

Title