

# **REQUEST FOR PROPOSAL**

# BID NO. 988-0223-16A

# **FIREBREAK & DISKING**

# PREBID CONFERENCE: 2 PM 01/11/16 BIDS DUE: 2 PM 02/23/16

CONTRACT SPECIFICATIONS

# I. GENERAL CONDITIONS

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

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

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

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

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

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

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

- 9. Terms and Conditions The bidder shall not change the wording on the specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be considered. Conditional bids cannot be accepted.
- **10. Brand Names-** The make or brand and grade of the article on which the bid is submitted should be stated on the bid form.
- **11. Payment Terms -** Must be indicated by filling in the proper blanks on the bid form. Cash discounts of less than 20 days will be considered net. The standard terms at the City of Antioch are Net 30 days.
- **12. FOB Point -** It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.
- 13. Approved Equal Brand names and numbers, when used, are for reference to indicate the character or quality desired. The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration if literature is submitted with the bid showing that the product is of equal or better quality and utility to that specified by the City. Determination of acceptability of any product shall be solely at the City's discretion.
- **14. Tax -** No bid shall include federal excise tax, inasmuch as the City is exempt per published IRS regulations concerning state/local governments. The City is obligated to pay applicable state sales or use taxes.
- **15. Samples -** When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request be returned at bidder's expense unless retained by City for future comparison.

- **16. Inspection -** All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.
- **17. Assignment -** No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.
- 18. Warranty Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid. Contractor warrants all work done and goods provided under this Agreement shall at the minimum: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within said 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.
- **19.** Timely Delivery If indicated in the bid form, bidder shall indicate time of delivery as the number of calendar days following receipt of the order by the contractor to receipt of the goods or services by the City. Time of delivery may be a consideration in the award.

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

- **20. Liquidated Damages -** If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the contractor shall pay to the City the sum of one hundred (\$100.00) dollars per day for each and every calendar day's delay in finishing the contract, in addition to any and all fees assessed by CCCFPD.
- 21. Termination for Default The City may, by written notice of default to the vendor/contractor, terminate the contract in whole or in part should the vendor/contractor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor/contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.
- 22. Termination for Convenience The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the contractor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or

portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

- **23. Fiscal Year -** Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.
- 24. Equal Opportunity Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation or any other prohibited basis under federal or state law, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

- **25. Business License** The City of Antioch requires that any contractor doing business within the city limits must hold a valid City of Antioch Business License prior to merchandise delivery (by vendor) or services provided.
- **26. Governing Law -** This contract shall be construed and interpreted according to the laws of the State of California with venue for any action under this Agreement in Contra Costa County, California.
- **27. Liabilities --** Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.
- **28. Right to Audit --** The City of Antioch reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
- **29. Assignment --** In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (1 5 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
- **30. Surety Bonds** The Bidder is required to submit a bidder's bond if included on the Bid Form.

**31. Prevailing Wage -** Where labor is required for public work as part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractors shall pay no less than the minimum wages established by the Director of the Department of Industrial Relations of the State of California.

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

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

The City reserves the right to request and review the contractor's payroll records in the form of certified payroll records. In the event certified payroll records are requested, they are to be submitted via email to <u>mwalker@ci.antioch.ca.us</u>. Furthermore, Contractor is to submit two sets: one complete and one redacted of private information [On the second copy the name, address and social security number of the individual employees must be redacted (blacked out).

- **32. Appeals** -- Any actual or prospective bidder, or contractor that has a grievance in connection with any City solicitation or award of contract may protest in writing pursuant to the provisions in Antioch Municipal Code section 3-4.03. Protestors are urged to seek resolution of their complaints initially with the using department.
- **33. Contract Documents -** The work embraced herein shall be performed at the locations covered in this bid and in accordance with the current Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation. In addition to the State Specifications, the following will also apply: these Specifications; the Proposal; the Contract, required herein; any supplemental agreements amending or extending the work; working drawings or sketches clarifying or enlarging upon the work specified herein; and to pertinent portions of other documents included by reference thereto in these Specifications.
- **34.** The Successful bidder shall be expected to agree to and comply with all terms addressed in the attached Sample Maintenance and Trade Services Agreement. The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Conditional bids cannot be accepted.
- **35. Insurance** -- Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

All certificates and endorsements must be emailed to <u>mwalker@ci.antioch.ca.us</u>, with the name of the contract clearly identified on the certificates and endorsements AND annual renewals automatically be generated and emailed as instructed.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01), Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor).
- 2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- 4. Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

Minimum Limits of Insurance: Contractor shall maintain limits no less than:

- 1. <u>Commercial General Liability (CGL):</u> Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. <u>Automobile Liability</u>: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3. <u>Workers' Compensation</u>: As required by the State of California.
- 4. <u>Employer's Liability</u>: **\$1,000,000** per accident for bodily injury or disease.

# Additional requirements if applicable:

- 5. <u>Builder's Risk</u>: Completed value of the project with no coinsurance penalty provisions for construction project.
- 6. <u>Professional Liability</u>: \$1,000,000 as needed for design/build and other professional services.
- 7. <u>Contractor's Pollution Liability:</u> \$1,000,000 per occurrence \$2,000,000 policy aggregate if hazardous materials are involved.

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

<u>Other Insurance Provisions:</u> The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment

furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

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

<u>Certificate of Insurance and Endorsements:</u> 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.

<u>Acceptability of Insurers</u>: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by City.

<u>Verification of Coverage:</u> Contractor shall furnish the Entity with original certificates and amendatory **endorsements** affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

<u>Subcontractors:</u> Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

# **II SPECIFICATIONS**

## Customer Service & Quality Assurance

Any work or assigned duties that are not performed to our standards and/or contractual agreement or the regulating agency may result in delay, reduction or discount at the contractors expense. The judgment for reduced payment or discount shall be at the City's sole discretion. In addition, the City may move to the next lowest responsible bidder if the City is not happy with the services or communication supplied by the contractor. All complaints about services rendered will be processed by the Deputy Public Works Director or designee/s. Any damages or fines placed upon the City of Antioch due to delays or poor performance by the contractor will be paid for by the contractor. Funds will be deducted from payment to the contractor.

# **Contractor Will Provide**

Contractor to be capable of responding to requests by both email and cell phone. The Contractor shall have a representative available to meet with the City of Antioch representative from Monday through Friday 7am – 3:30 pm, except holidays. A safe and motivated crew capable of performing all work per specifications. Contractor is to keep the City informed of working locations so that the City representative can inspect the work throughout the process. At least one crew member must speak English. All labor, equipment and materials required to perform the work as specified in a safe and productive manner. Contractor will be responsible for onsite safety, traffic control and quality control. Contractor must abide by all CalTrans specified traffic control standards. All work must be in accordance with all state and local laws, codes and specifications. Workers to wear reflective vests at all times. Vehicles must be clearly labeled with company name and vehicles numbers.

# Scope of Work

To provide all labor, equipment and incidentals to complete firebreak and disking weed abatement along City open spaces, trails and right-of-ways as specified and description detail of areas for weed and fire break work. Furthermore; work to be performed under the specification and as mandated by Contra Costa County Fire Protection District (CCCFPD) minimum weed abatement standards included herein and as mandated by the CCCFPD's most current revised standards for all contract years. It is incumbent upon the contractor to keep current on those standards and be responsible for compliance. Area maps are included to assist in area identification.

If late rain causes delay in completion of work between disking and hand weed abatement, contractor may be required to re-work areas to meet CCCFPD standards. If work is not completed up to current year standards no compensation will be paid to the contractor until the work has been completed up to standards. If the re-work was of no fault of the contractor then the City will pay compensation on a time and materials basis. The City's representative will make the final decision relating to work being up to standards.

If any material from the weed abatement or disking operations enters the V-ditch, said contractor shall remove all material from the V-ditch prior to inspection from the City's representative. No payment will be made until all material has been removed from the V-Ditch and it has been inspected by both the contractor and the City representative. The contractor is to report any V-ditches that are full of dirt or debris prior to work being completed. If material or debris enters the drain inlets on the V-Ditch the contractor will be required to clean them at no expense to the City. THE GOAL IS TO KEEP THE V-DITCHES CLEAN, CLEAR AND OPEN FOR STORM WATER TO FLOW.

## Hours of Operation

Work can be accomplished between 7:00 a.m. and 6:00 p.m. Monday through Friday. Per Antioch Municipal Code, Section 5-17-05, construction noise is limited on weekdays, no construction noise prior to 7:00 am and after 6:00 pm, and further limited to 8:00 am and 5:00 pm if 300 feet of occupied dwellings. Work may be performed on Saturdays; however there shall be no noise producing activities until after 8:00 a.m. No work is allowed on Sundays.

CONTRACT SPECIFICATIONS

# Work Plan - Schedule

The contractor will be required to give the City of Antioch priority scheduling and attention for this project. Contractor shall provide City representative with a written work schedule of firebreak areas and written update on a weekly basis as to the progress of the crews. All changes from the schedule will be communicated as soon as possible. The City and Contractor will meet and discuss the starting date, starting locations, and work flow, on or before April 1<sup>st</sup> of each contract year.

# **Time Limitations**

If it should be necessary to add additional areas of work, the following schedule shall be followed:

- 1.) Firebreak work orders given to the contractor by the City of Antioch during the period of April 1<sup>st</sup> through June 16<sup>th</sup> must be completed by June 30<sup>th</sup> per contract year and all invoices must be received by the City contract representative by July 31<sup>st</sup> each contract vear.
- 2.) Firebreak work orders given to the contractor during the period of June 17<sup>th</sup> through June 30<sup>th</sup> must be completed by July 7<sup>th</sup> per contract year and the invoice must be received by the City contract representative by July 31<sup>st</sup> each contract year.
- 3.) Firebreak work orders given to the contractor after July 7<sup>th</sup> per contract year must be completed within seven (7) days and the invoice must be received by the City contract representative by July 31<sup>st</sup> each contract year.
- 4.) All additional work will be billed at the hourly rate for extra work, as provided for in the bid proposal. The City and the Contractor will meet and agree on the location and amount of time to complete any additional work as authorized by the City.

# **Equipment & Supplies**

Contractor agrees to provide and maintain all equipment required to perform the above services. The contractor's equipment is to be of top quality and in good working order at all times. Contractor is required to supply enough equipment to complete the project on schedule.

For Disking Areas: Recommend Tractor D-2 or larger with front blade, truck and trailer disk 8 foot minimum. Four-wheel drive tractor/8-point hydraulic and disk.

# Examination of Parcels, Conditions, Etc.

The bidder must carefully inspect all parcels, locations and conditions prior to beginning work. The City of Antioch will in no case be responsible for any loss or any unforeseen costs that may be suffered by the contractor as a result of the contractor's failure to inform itself of all conditions pertaining to the work. Areas are subject to change due to development.

# Invoicing

With the request for payment each month, Contractor shall provide a list of areas completed. Also included shall be a list of work to be completed the next month. No payment will be made without a completed work schedule for the month, deficiencies noted and corrected, and the work plan for the next month. All information is to be provided in email format and paper copy if desired by City designee. Bidder is required to include the type of work, zone/area numbers and descriptions, and completion date on each invoice:

- Disking by zone and area (example below):
  - DA. 611 2320 Water Tanks

DA1. Deerfield water tank on Via Dora Drive across from 4505 Via Dora Drive inside fence lines and area in back of tank. Note: watch out for sprinklers at edges of landscape.

# Firebreak– by zone and area (example below):

FI. 256 4563 District 2A-3

FI1. Lot next to 500 Gary on the corner of Cavallo Road and Gary Avenue, complete abatement. FI2. Behind 1800 to 1816 Trembath Street

The City reserves the right to add other areas for an additional cost. We may remove some areas and receive a cost savings on those areas.

# **Firebreaks**

Minimum width – Firebreaks shall be thirty (30) feet wide with 15 foot crossbreaks in areas greater than 5 acres - from fence lines or structures unless otherwise specified on the work orders or by the most current version of the CCCFPD Minimum Weed Abatement Standards. Areas smaller than 5 acres require complete abatement.

## Handwork

Contractor shall provide sufficient personnel and equipment to maintain a steady pace as to complete all firebreaks by June 30<sup>th</sup> of each contract year, unless otherwise mandated by CCCFPD.

Contractor will mulch or remove all excess debris caused by the cutting of the firebreaks so there is insufficient fuel to sustain or allow the spread of fire. Material that is not mulched to the satisfaction of the City inspector and/or CCCFPD will need to be re-mulched by said contractor.

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

Fire extinguishers will be present on all jobsites at all times, and all personnel will be trained in the operation of the extinguishers.

Vehicles that are used to transport people and equipment are limited to asphalt or concrete trails and roadways. At no time are these vehicles to park off the pavement, on any part of open space, due to the dry and windy conditions that exist in Antioch.

Contractor is responsible for training all operators of hand equipment and shall be trained in the safe and proper use of the equipment he or she is operating.

## Flail Mowers

Flail Mowers may be used instead of weed eaters or hand tools to cut the firebreaks as long as the work can be completed in a safe manner. Mowed fuel breaks shall be 60 feet wide and mowed crossbreaks 30 feet wide due to ability of the remaining surface material to support a fire growth. The contractor will be requested to give an hourly rate for flail mowing for additional areas as requested/required by the City.

## City Will Provide

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

## **Budget**

The City has budgeted approximately \$140,000 per contract year for this job. An additional \$25,000 will be added to the purchase order for any additional work that the City may require. The additional allocation of funds is not a promise or guarantee of work it is only in place for additional or contingency work.

# FA. 251 4511 Lone Tree Zone 1, Williamson Ranch (FA 1 – FA 8)

- FA1. Starting behind houses on the corner of Hillcrest and Prewett Ranch Drive, north, then west behind Equestrian, Pioneer, Homestead, Roundup, Hereford, to Prewett Ranch Drive. From 5133 Prewett Ranch Drive, north behind houses to Pawnee Drive.
- FA2. Starting behind 5101Thistlewood Court and continuing west behind Tumbleweed Court to Indian Hill Drive.
- FA3. Behind houses at 5124 Grass Valley Way to 5136 Grass Valley Way.
- FA4. Parcels west of 5100 Sundance Ct to corner of Sagebrush Dr. at Indian Hill Dr., continue east to Comanche Court at Indian Hill Drive.
- FA5. Along Deer Valley High School pathway to Sagebrush Drive, then south to Prewett Ranch Drive.
- FA6. Indian Hill Drive, north behind Perry Way to Lone Tree Way.
- FA7. Indian Hill Drive to Prewett Ranch Drive along pathway.
- FA8. Indian Hill Drive to Morgan Way complete parcel abatement

## FB. 251 4512 Lone Tree Zone 2 (FB 1 – FB 6)

- FB1. Start behind 2632 Strawberry Court and end behind 2408 Mark Twain.
- FB2. Start behind 2342 Mark Twain and end behind 5124 Pismo Court.
- FB3. Start behind 1948 Kern Mountain Way to 1863 Mt. Conness Court. Continue to Dallas Ranch Road.
- FB4. Start behind Sims Mountain Court, behind houses to Mokelumne Drive.
- FB5. South side starts along side of 2517 Squaw Court and parallels 49er, west to 2324 49er Court, then south behind two houses at the end of Crocker Court.
- FB6. East Dallas Ranch, South Prewett Ranch Dr. to Mokelumne Dr. @ 2035, along houses

## FC. 251 4513 Lone Tree Zone 3 (FC 1 – FC 9)

- FC1. Lone Tree slope between Dallas Ranch and Golf Course Roads, behind Cougar Peak Court and Sheffels Peak Court. Finish behind 4703 Matterhorn Court.
- FC2. Area behind houses on Cache Peak that continues around water tank behind Bedford Peak, Snowmass Peak, Shavano Peak, and Torreys Peak Court.
- FC3. Start behind houses on Mesa Ridge at trail entrance north side continue behind houses on Woodhaven and Stonecrest, end behind homes on Springcrest Court.

- FC4. Start behind houses on Prewett Ranch Drive at trail entrance on Mesa Ridge south side, end behind last house next to park site on Prewett Ranch Drive, complete abatement parcel adjoining Dallas Ranch Park, east side.
- FC5. Start behind houses on Trailridge Court and continue behind houses on Stoney Gorge Way, ending on Prewett Ranch Road.
- FC6. Start behind house on corner of Prewett Ranch Drive and Mesa Ridge, continue behind houses on Southwood Way. End at Dallas Ranch Road behind Southwood Court.
- FC7. Start at 5092 Mesa Ridge Drive, west along houses behind Judsonville Drive, all the way to Fredrickson Lane, at end of landscaping.
- FC8. Nortonville Way at Judsonville Drive, west along Nortonville Way to Hansen Park. south along park to Heacock Way, east along Heacock Way to 5017 Carbondale Way. East to 5076 Judsonville Drive. North along Judsonville, back to Nortonville Way.
- FC9. Open space west of Hansen Drive, South Fredrickson adjacent to East Bay Regional Parks land.

# FD. 253 4531 Almondridge Zone 1 (FD 1 – FD 3)

- FD1. Trail beginning at Oakley Road east to Philips Lane, both sides; complete abatement.
- FD2. Open lot between 3100 Filbert Street and 3032 Beechnut Court; complete abatement.
- FD3. Southwest parcel Wilson Street at 18<sup>th</sup> Street, complete abatement.

## FE. 254 4541 Hillcrest Zone 1 (FE 1 – FE 23)

- FE1. Terrace View Drive behind houses from landscaped area next to 2820, to 3308 Terrace View Drive.
- FE2. Behind 3349 Hidden Hills Court to the side of 3112 Ferngrove
- FE3. Behind 3613 Leafwood Circle to 3209 Islewood Court
- FE4. Behind 3300 Baywood Circle to Bellflower
- FE5. Landscaped slope from Ferngrove to Bellflower, south side.
- FE6. Begin on Larkspur behind 2701 Bluebell and follow property line fences to Bluebonnet Court. From Bluebonnet Court to 3029 Larkspur.
- FE7. Trail that begins at Bluebonnet Court to Larkspur Drive, walking trail to backyard of fences (both sides of trail and entire area).
- FE8. Behind west property line fences on Wildflower Drive and behind houses on Lotus and Lobelia Court, south as far as southerly boundary of Hillcrest subdivision.
- FE9. From the north side of 2740 Wildflower to the backside of Lotus Court and PG&E right of way starting in Lotus Court behind houses ending at 2908 Wildflower.

FE10. Behind houses 4157 Folsom, behind Isabella Court and Pillsbury Court, around top of

homes to 4233 Spaulding Street.

- FE11. Behind houses at 3921 E. Larkspur to 3923 Mead Street.
- FE12. Behind houses at 3905 Mead Street to 4125 Chabot Street.
- FE13. Starting behind 4224 McSwain Court to 4029 Meadow Lake Street; 4017 Meadow Lake Street to 4160 Amargosa Drive.
- FE14. Around horses artwork on hill, corner of Wild Horse and Hillcrest.
- FE15. Open space between 4331 and 4337 Folsom Drive.
- FE16. Behind houses on Folsom Drive, from parking lot next to 4309 Folsom Drive to back side of 4315 Berryessa.
- FE17. Slope behind 7-11 on Wild Horse, runs along Contra Costa Canal to 4508 Timblor Way, continuing behind Timblor Way and Imperial Way to 4572 Imperial Way at Ridgeline Drive.
- FE18. Ridgeline Drive at PG&E tower around Ellis Court to 4554 Ridgeline Drive.
- FE19. Next to and behind the four houses on Hillcrest Avenue from 3501 to 3527.
- FE20. South east corner of Wildhorse Road at Folsom Drive to Ridgeline Drive, corner lot (inclusive). Parcel 052-283-017 Complete abatement.
- FE21. Monterra Subdivision 4233 Amargossa Dr. to Highway 4 bypass
- FE22. Monterra Subdivision 4643 Le Conte Circle north to Highway 4 bypass.
- FE23. Monterra Subdivision 4520 Benton St. to 4580 Benton St., Goode St. power tower, complete abatement, north behind Goode Street homes to tower entrance.

## FF. 254 4542 Hillcrest Zone 2 (FF 1 – FF 23)

- FF1. Greenbelt area behind Wildcat Circle from fire station on Via Dora Drive, to 4421 Fawn Hill Way, around slope to 4501 Wildcat Circle entire area from fence to fence including fescue areas
- FF2. Entire lot between 4605 and 4619 Golden Bear Drive.
- FF3. Bear Ridge Way, open space behind houses at 3340 Lair Way to 3252 Cub Court, complete abatement.
- FF4. Behind houses at 3126 Kodiak Street to dead end at San Gregorio.
- FF5. Behind 3355 Bear Ridge Way to 3305 Bear Ridge Way, to 3102 Ursus Court, ending behind 3101 Kodiak Street.
- FF6. Entire lot behind 4412 to 4430 Montara Drive.
- FF7. 4429 Montara Drive behind houses, to 4526 Buckeye Court.
- FF8. Behind 4412 Avila Court: Country Manor Park to Bugle Way, to 2657 Yorkshire Drive.

- FF9. Open space area that runs along Via Dora Drive behind San Onofre, San Gregorio, and San Elijo Court; and behind the houses on Palomar Drive, top and bottom of hill.
- FF10. Open space area from Via Dora Drive behind houses on Carpinteria and Shelbourne to Deer Valley Road and trail from Shelbourne to Contra Costa Canal, both sides.
- FF11. Starting next to 2401 Whitetail Drive behind houses on Covelite to Bluerock and behind Brocatello Court and Galenez Way to Rocky Point behind Quartz Court and back to Whitetail.
- FF12. Storm channel sound wall from Hillcrest Avenue (behind Wal-Mart) to Prewett Park open space around corner to meet Country Hills Drive pathway.
- FF13. From open space behind 4753 Kangaroo Court; behind Koala Court, Mustang Court, and Appaloosa Court and behind houses west to Deer Valley Rd. **Do not perform any work at Owl Sanctuary.**
- FF14. At Prewett Family Park, skate park area
- FF15. At Prewett Family Park, mow both sides of walking pathways.
- FF16. At Mokelumne pathway, Williamson Ranch Plaza to Walmart and Lone Tree Way.
- FF17. La Jolla Drive, open space, complete abatement.
- FF18. 4312 to 4316 Hillcrest Avenue.
- FF19. Walking path (N) Country Hills Drive to Deerfield Drive, complete abatement.
- FF20. Walking path (W), along Country Hills Drive and across; terminating at Asilomar Drive by park.
- FF21. Via Dora slope, San Gregorio north to Hillcrest Avenue, then east along Hillcrest Avenue above the canal to Kodiak Street. Complete abatement.
- FF22. 4425 Montara Drive to 4384 Via Dora Drive between Deerfield tank and two private residences.
- FF23. Deerfield Park start at Deerfield tank on Via Dora Drive. South to Deerfield Drive, then west along park and open space perimeter to FF7.

#### FG. 254 4544 Hillcrest Zone 4 (FG 1 – FG 11)

- FG1. Start behind 5017 Kushner Way, continue behind houses on Kushner, then behind Spur Way, finish behind 5048 Canada Hills Way.
- FG2. Vista Grande south of Catanzaro Way, east to 5349 Fairside Way, storm channel pathway north and south sides.
- FG3. Vista Grande, west to Hillcrest, storm channel pathway, north and south sides.
- FG4. Behind Broomtail Court, and Steeplechase Court, to 4724 Palomino Way.
- FG5. Next to and behind 4732 Palomino Way, parallels Arabian Way behind Carriage Way,

behind Woodbridge Way and Rodeo Court to 4700 Vista Grande Drive.

- FG6. Behind 4717 Shetland Court, also behind Palomino Way to 4534 Wagon Trail Way.
- FG7. North of Hidden Glen Drive, east of Ridgeline Drive open space area.
- FG8. Open space, south of Hidden Glen Drive, behind Glasgow, Aberdeen, and Durness Courts; behind homes along Emerald Way to 4608 Emerald Way.
- FG9. Trail entrance between 4609 Mendota Way and 4608 Emerald Way, complete abatement.
- FG10.4551 Hidden Glen Drive trailhead to Contra Costa Canal (cross reference-FE18.)
- FG11.Parcel 053 040 088 along Hidden Glen Drive, complete abatement. (cross reference-FE18.)

#### FH. 255 4551 District 1-A (FH 1)

FH1. Enter at Melon Court by Markley Creek behind houses on Cathy and Jennifer Courts to locked gate near Buchanan Road.

### FI. 256 4563 District 2A-3 (FI 1 – FI 6)

- FI1. Lot next to 500 Gary on the corner of Cavallo Road and Gary Avenue, complete abatement.
- FI2. Behind 1800 to 1816 Trembath Street.
- FI3. Behind houses on Candace Court and Geyser Court.
- FI4. East side of storm channel from 18th Street behind Hargrove Court, Sandy Court, and Sandy Way to 1525 Hillcrest Avenue, south along Hillcrest Avenue to Plymouth Avenue.
- FI5. West side of storm channel from 18th Street to Hillcrest Avenue behind apartment complex.
- FI6. Behind 122 Southlake Drive, west of Hillcrest Avenue to 18th Street, complete abatement.

## FJ. 256 4564 District 2A-4 PG&E Right-of-Ways (FJ 1 – FJ 4)

- FJ1. Behind houses from 142 to end of Hyde Place, complete abatement.
- FJ2. Behind houses from 3210 to 3222 Sunset, around to Felicia from 21, to 5 Felicia Court; and behind Dandridge, from 65 to 2 Danridge Court.
- FJ3. Fence lines on both sides of PG&E right-of-way parallel to Mountaire Drive from Harbor Park, crossing Garrow Drive and Tahoe Court, continuing to Mountaire Park; also other side of PG&E right of way behind houses on Christina Court and next to houses on Garrow Drive and Elmo Road to Mountaire Park.
- FJ4. Between Danberry Court and Barmouth Drive up to tower and across street, behind 3102 Harbour and houses on Westbourne Drive to Harbor Park.

# FK. 256 4565 District 2A-5 PG&E Right-of-Ways (FK 1 – FK 7)

- FK1. Behind 3109 to 3205 View Drive continue to Water Treatment Plant (WTP) property.
- FK2. Behind #2 to #30 Terranova Drive (access from back gate at WTP) continue north along WTP fence, also north along back of 3200 Lone Tree Way office building, then west to WTP gate.
- FK3. Between houses on South Royal Links and Lone Tree Pump Station, old Lone Tree Way to "No Trespassing" sign (southeast).
- FK4. Behind houses on Gallagher Circle from James Donlon Blvd. to the backside of Sutter Elementary School, ending at G Street.
- FK5. From Contra Loma Blvd, sewer easement between house at 904 Gatter Drive and the Catholic church.
- FK6. Longview Road, trail entrance between 2925 and 2931 Longview, complete abatement.
- FK7. Gloucester Street, end of street and along back side of houses to G Street, complete abatement between houses.

## FL. 256 4566 District 2 A-6 (FL 1)

FL1. Putnam Towers, east of Gentrytown Drive, south of towers to Contra Costa Canal, complete abatement.

## FM. 256 4568 District 2A-8 (FM 1 – FM 8)

- FM1. Hillside and fence line from 2205 to behind 2080 Reseda Way.
- FM2. PG&E trail from Silverado Drive at Quesada Court to Warbler Drive, complete abatement.
- FM3. 2440 Cambridge Drive behind homes (PG&E tower area).
- FM4. Behind 2331 Grimsby Court and by East Bay Regional Parks.
- FM5. 2417 Cambridge Drive, south then west along Osprey Drive to 3901 Osprey Drive.
- FM6. From landscape behind fence, to 3908 Finch Drive, continue to 2539 Cambridge Drive.
- FM7. Cambridge Drive to 3908 Finch Drive.
- FM8. 3588 Mallard Court, behind Mallard Way to James Donlon Boulevard.

#### FN. 256 4569 District 2A-9 (FN 1 – FN 4)

- FN1. Slope behind Condor, Falcon, Greystone, Glade, Mulberry, Greentree, Mimosa and Belvedere courts, Rock Island Drive, Rocky Point, and Hawk Court.
- FN2. Landscaped slope, starting at 404 Blue Rock, south to Mokelumne trail, east behind houses on Greystone Drive, ending between backyard fenceline of houses on Greystone Drive and Black Oak Way.

- FN3. North side of Mokelumne Trail behind 2000 Asilomar, to south side 2625 Larch and end of fence, and south side of trail from behind houses on Koa Court and Bamboo Way and back to Eagleridge Drive.
- FN4. West side of Eagleridge Drive, next to houses on Spruce Way and behind houses on Buttonwood.

# FO. 256 4572 District 2 A-10 (FO 1 – FO 6)

- FO1. Behind 4011 Moller Ranch Way, north along houses to Markley Creek Park.
- FO2. Behind 3529 Markley Creek Drive, south to 3728 Markley Creek Drive.
- FO3. Open space entrance at Summit Way, west to James Donlon Blvd., north and south sides.
- FO4. Behind 4044 Barn Hollow Way, to 4092 Barn Hollow Way.
- FO5. Tractor mowing and string trimmers only, Somersville Drive and James Donlon Blvd., East side, 2 parcels split by James Donlon Blvd., APN parcel #076-021-015.
- FO6. Metcalf Street to Westridge Court

# FP. 259 4591 District 9 (FP 1)

FP1. 4898 Cushendall Way, along Greencastle Way to 4842 Greencastle Way.

# FQ. 611 2320 Water Treatment Plant and Other Mow Areas (FQ 1 – FQ3)

- FQ1. 2547 Cambridge Drive Water Tank, complete abatement.
- FQ2. Inside Water Treatment Plant (WTP) open space and area below water tank.
- FQ3. North side Antioch reservoir.

# **Disking Zones & Area Descriptions**

## DA. 611 2320 Water Tanks (DA 1 – DA 6)

- DA1. Deerfield water tank on Via Dora Drive across from 4505 Via Dora Drive inside fence lines and area in back of tank. Note: watch out for sprinklers at edges of landscape.
- DA2. James Donlon water tank, inside fence lines.
- DA3. Antioch Reservoir, north side, two parcels west of old Lone Tree Way. Disk west to fence line and inside reservoir fence, north side of reservoir. Disk area from road to cyclone fence; west to dam. Handwork area adjoining areas in FQ3.
- DA4. Water Treatment Plant, disk west side of plant, complete abatement.
- DA5. Water tank at Lone Tree and Walton Lane, behind Methodist Church.
- DA6. Larkspur water tank inside fence lines and around Larkspur water tank hill.

## DB. 229 2585 Storm Channels (DB 1)

DB1. Sycamore drain ditch area east of Contra Loma Park, and parallel with freeway, from L Street west along creek continue west by park to fence line. Flail mowing/hand work only.

# DC. 100 2196 Century/Delta Fair (DC 1 – DC 2)

- DC1. Century Boulevard and Delta Fair Boulevard, northeast corner by freeway, complete abatement.
- DC2. Delta Fair Boulevard south side, between County building and Los Medanos College. Approximately 5 acres, complete abatement.

## DD. 251 4512 Mokelumne/Mark Twain Open Space (DD 1 – DD 2)

- DD1. Open space area east of Mokelumne Drive, south of Mark Twain Drive and north of Forty Niner Way.
- DD2. Open space area west of Mokelumne Drive, south of Badger Pass Way and north of Mount Conness Way to Mount Conness Court: disk along back of houses and trail area. Split hillside and disk along trail.

## DE. 2514513 Hansen Park/Nortonville (DE 1 – DE 4)

- DE1. Open space area east of Hansen Park, south of Nortonville Way and north of Heacock Way: Disk along landscaping. Split hillside as required.
- DE2. Open space area west and north of Hansen Drive, east of Judsonville Drive and south of Union Mine Drive. Split hill as required for 5-acre parcels.
- DE3. Open space area south of Judsonville Drive, from Empire Mine Road to 5281 Judsonville Drive. Behind houses, along fencelines, splitting hills as required for 5-acre parcels.

CONTRACT SPECIFICATIONS Page 19 of 22 KEEP THESE PAGES FOR YOUR RECORDS

DE4. Open space area west of Dallas Ranch Road, north and east of Dallas Ranch Park to Mesa Ridge Drive, along houses and pathways. Split hills as required.

## DF. 254 4541 East Side of Hillcrest (DF 1 – DF 7)

- DF1. PG&E Power lines run north and south between Larkspur and Wildflower. The tower is on north side of Lotus Court. Go south along PG&E right of way and around the back of houses only on Lotus Court. South of hill on Hillcrest side, toward Lobelia Court, south towards and around to 2908 Wildflower. Do not continue power line south across Wildflower to Hillcrest.
- DF2. Base of hill; back of houses on Larkspur Drive; fence lines on Bluebonnet Court; around to Blue Curl Court (entrance on Blue Curl Court); continue around to the north to freeway fence.
- DF3. Easement across from 3008 Bellflower Drive, behind houses to 3024 Larkspur Drive.
- DF4. On Via Dora Drive looking across Hillcrest Avenue to Northwood Downs housing development; disk from fence line across from Via Dora Drive, south toward Bellflower. Split hill as required.
- DF5. From Hillcrest/Terrace View Drive disk in back of houses; fence line from Hidden Hills Court, around hill to Bellflower Drive. Split hillside as required.
- DF6. Open space area east of Bluebell Circle and north of Folsom Drive.
- DF7. Disk open space area north of Meadow Lake Street. Continue disking to abutting property by Monterra subdivision. Split hill as required by CCCFPD mandates. Avoid storm run off area.

## DG. 254 4542 Prewett Park, Open Space west of Hillcrest (DG 1–DG 4)

- DG1. Prewett Family Water Park (Lone Tree Way and Deer Valley Road) park open space; mow only, minimum 60 foot wide breaks, cross break every 30 feet as required. Mow along all pathways, 30 feet on either side when possible. Skate Park circumference must be done. as required. **No work is to be performed in Owl Sanctuary.**
- DG2. EBMUD right of way (completed asphalt walkway area) from Walmart, go west to east side of Country Hills Drive, both sides of pathways.
- DG3. Disk open space area, north of Whitetail Drive, west of Covelight Way and south of Blue Rock Drive, split hillside as required.
- DG4. Open space area, south of Golden Bear Drive, west of Hillcrest Avenue and east of Fawn Hill Way, complete abatement.

# DH. 254 4544 Canada Hills Open Space (DH 1 – DH 5)

- DH1. Open space area east of Meadow Creek Park/Carmen Dragon Elementary, west of Canada Valley Road, disk perimeters and hillside as required.
- DH2. Open space area north of Vista Grande Drive, west of Steeplechase, Palomino and Colt courts, disk along houses and pathways as required, splitting hillside.

- DH3. Open space area north of Laurel Road, east of Hillcrest Avenue, south of Canada Hills Way.
- DH4. Southeast corner of Hillcrest at Hidden Glen Drive, open space area east to: Braemar Street, south to homes along Spur Way and Chaps Court, west to Hillcrest and north to beginning, cross breaks as required.
- DH5. Open space between Stewart Street and Appleglen Street, south of Hidden Glen Drive, mow only as required.

# DI. 256 4563 E 18th Street (DI 1)

DI1. Storm channel at East 18th Street and Trembath, from 18th Street to east end of Trembath; from sidewalk to back of fences of houses facing Yellowstone Drive, complete abatement.

## DJ. 256 4564 Mountaire/Harbour Park areas (DJ 1 – DJ 6)

- DJ1. PG&E power line right-of-way on Sunset Lane, across from Mountaire Park (north end), disk west, to water tank, complete abatement.
- DJ2. PG&E Power lines Sunset Lane across from Fleetwood Drive. Disk west to professional buildings then south to cement V-ditch (back of houses on Felicia Court).
- DJ3. PG&E right-of-way, power lines on Elmo Road between Mountaire Drive and Greenridge Court. Disk east towards Harbour Park at Ashburton Dr.
- DJ4. PG&E right-of-way power lines on Elmo Road between Greenridge Court and Hillside Road. Disk east to Garrow Drive; continue east until power lines split.
- DJ5. Lynn Avenue north to power line towers, south of Shaddick Drive.
- DJ6. Corner of Harris Drive and Shaddick Drive: disk under power lines to East Tregallas Road.

## DK. 256 4565 Contra Loma/James Donlon (DK 1 – DK 3)

- DK1. Storm drain right-of-way, Contra Loma across from SaveMart shopping center entrance; east side of road; and Somerset apartments towards Longview Road, complete abatement.
- DK2. PG&E right of way, east of G Street, between Camby Road and Gloucester Street, east towards WTP and hill at Park Middle School, complete abatement.
- DK3. EBMUD right of way, south of Camby Road, from Cypress Meadows, west to Contra Loma Blvd, complete abatement.

## DL. 256 4566 Putnam Street (DL 1 – DL 2)

- DL1. Open space both sides of pathway south side of Putnam Street, north of canal; easement along canal Delta De Anza Trail, complete abatement.
- DL2. EBMUD right of way, starts at Contra Loma Blvd/Putnam Street, continues to Rio Grande Drive, parallel to Mira Vista Court, then to Mission Drive, west of Mission continues to Gentrytown Drive, continues to Buchanan Road, complete abatement.

# DM. 256 4568 Antioch Community Park Open Space (DM 1–DM 3)

- DM1.Open space area south side of James Donlon, from east side of Community Park, north of soccer fields and parking lot, disk entire parcel.
- DM2.James Donlon south side between Contra Costa Canal and Royal Links Circle. disk southward along Antioch Reservoir fence line.
- DM3.Antioch Community Park, disk open space east side of park from north fence to south fence, east of creek.

## DN. 256 4569 Eagleridge Area (DN 1 – DN 2)

- DN1. Open Space area, east of Eagleridge Drive, south of Rocky Point Drive, west of Rock Island Drive; along fence lines, split hills as required.
- DN2. EBMUD pathway from Country Hills Drive, west to Ridgerock Drive, complete abatement including housing fence lines.

# III BID SUBMITTAL - BID NO. 988-0223-16A

# FIREBREAKS ALL ZONES PER CONTRACT YEAR

|     | July 1 <sup>st</sup> to June 30 <sup>th</sup> each year. | Year 1<br>2015-2016 | Year 2<br>2016-2017 | Year 3<br>2017-2018 | Year 4<br>2018-2019 | Year 5<br>2019-2020 | TOTAL ALL<br>5 YEARS |
|-----|--|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|
|     | TOTALS:  |                     |                     |                     |                     |                     |                      |
| FA. | 251 4511 Lone Tree Zone I                                |                     |                     |                     |                     |                     |                      |
| FB. | 251 4512 Lone Tree Zone 2                                |                     |                     |                     |                     |                     |                      |
| FC. | 251 4513 Lone Tree Zone 3                                |                     |                     |                     |                     |                     |                      |
| FD. | 253 4531 Almondridge Zone 1                              |                     |                     |                     |                     |                     |                      |
| FE. | 254 4541 Hillcrest Zone 1                                |                     |                     |                     |                     |                     |                      |
| FF. | 254 4542 Hillcrest Zone 2                                |                     |                     |                     |                     |                     |                      |
| FG. | 254 4544 Hillcrest Zone 4                                |                     |                     |                     |                     |                     |                      |
| FH. | 255 4551 District 1-A                                    |                     |                     |                     |                     |                     |                      |
| FI. | 256 4563 District 2A-3                                   |                     |                     |                     |                     |                     |                      |
| FJ. | 256 4564 District 2A-4                                   |                     |                     |                     |                     |                     |                      |
| FK. | 256 4565 District 2A-5                                   |                     |                     |                     |                     |                     |                      |
| FL. | 256 4566 District 2A-6                                   |                     |                     |                     |                     |                     |                      |
| FM. | 256 4568 District 2A-8                                   |                     |                     |                     |                     |                     |                      |
| FN. | 256 4569 District 2A-9                                   |                     |                     |                     |                     |                     |                      |
| FO. | 256 4572 District 2A-10                                  |                     |                     |                     |                     |                     |                      |
| FP. | 259 4591 District 10                                     |                     |                     |                     |                     |                     |                      |
| FQ. | 611 2320 Water Treatment Plant<br>& Other Mow Areas      |                     |                     |                     |                     |                     |                      |

OFFICIAL BID SUBMITTAL Page 2 of 5 SUBMITTER'S INITIALS:\_\_\_\_\_

| CITY OF ANTIOCH<br>BID NO. 988-0223-16A |   |                     | DISKING ALL ZONES PER CONTRACT YEAR |                     |                     |                     |                      |
|---|---|---------------------|-------------------------------------|---------------------|---------------------|---------------------|----------------------|
|   |   | Year 1<br>2015-2016 | Year 2<br>2016-2017                 | Year 3<br>2017-2018 | Year 4<br>2018-2019 | Year 5<br>2019-2020 | TOTAL ALL<br>5 YEARS |
|   | TOTALS:   |                     |                                     |                     |                     |                     |                      |
| DA.                                     | 611 2320 Water Tanks                                |                     |                                     |                     |                     |                     |                      |
| DB.                                     | 229 2585 Storm Channels                             |                     |                                     |                     |                     |                     |                      |
| DC.                                     | 100 2196 Century/Delta Fair                         |                     |                                     |                     |                     |                     |                      |
| DD.                                     | 251 4512 Mokelumne/Mark Twain                       |                     |                                     |                     |                     |                     |                      |
| DE.                                     | 251 4513 Hansen Park/Nortonville                    |                     |                                     |                     |                     |                     |                      |
| DF.                                     | 254 4541 East Side of Hillcrest                     |                     |                                     |                     |                     |                     |                      |
| DG.                                     | 254 4542 Prewett Park, Open<br>Space W of Hillcrest |                     |                                     |                     |                     |                     |                      |
| DH.                                     | 254 4544 Canada Hills Open Space                    |                     |                                     |                     |                     |                     |                      |
| DI.                                     | 256 4563 E 18th Street                              |                     |                                     |                     |                     |                     |                      |
| DJ.                                     | 256 4564 Mountaire and<br>Harbour Park Areas        |                     |                                     |                     |                     |                     |                      |
| DK.                                     | 256 4565 Contra Loma -<br>James Donlon              |                     |                                     |                     |                     |                     |                      |
| DL.                                     | 256 4566 Putnam Street                              |                     |                                     |                     |                     |                     |                      |
| DM.                                     | 256 4568 Antioch Community Park<br>Open Space       |                     |                                     |                     |                     |                     |                      |
| DN                                      | 256 4569 Eagleridge Area                            |                     |                                     |                     |                     |                     |                      |

# CITY OF ANTIOCH BID NO. 988-0223-16A

# **GRAND TOTALS**

# FIREBREAK & DISKING ZONES COMBINED PER CONTRACT YEAR

|   | Budget Line Item   | Year 1<br>7/1/15-6/30/16 | Year 2<br>7/1/16-6/30/17 | Year 3<br>7/1/17-6/30/18 | Year 4<br>7/1/18-6/30/19 | Year 5<br>7/1/19-6/30/20 | TOTAL ALL<br>5 YEARS |
|---|--------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------------------|
| 1 | COST<br>DELIVERED  |                          |                          |                          |                          |                          |                      |
| 2 | DISCOUNT           |                          |                          |                          |                          |                          |                      |
| 3 | DISC'T TERMS       |                          |                          |                          |                          |                          |                      |
| 4 | COST AFTER DISC'T. |                          |                          |                          |                          |                          |                      |

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

|   | Budget Line Item | Year 1<br>7/1/15-6/30/16 | Year 2<br>7/1/16-6/30/17 | Year 3<br>7/1/17-6/30/18 | Year 4<br>7/1/18-6/30/19 | Year 5<br>7/1/19-6/30/20 |
|---|------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 5 | DISKING:         |                          |                          |                          |                          |                          |
| 6 | FLAIL MOWING:    |                          |                          |                          |                          |                          |
| 7 | HANDWORK:        |                          |                          |                          |                          |                          |

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SUBMITTER'S INITIALS:\_\_\_\_\_

# CITY OF ANTIOCH FIREBREAK & DISKING BID NO. 988-0223-16A

The undersigned bidder declares that it has carefully examined the locations of the proposed work, plans and specifications, special provisions and read the accompanying instructions to bidders. The undersigned submitter certifies that he/she is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the state of California to do the type of work required under the terms of the contract documents. Submitter further certifies that he/she is skilled and regularly engaged in the general class of work called for in the contract documents.

In accordance with the requirements, the submitter represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be preformed. Submitter further acknowledges that there are certain peculiar and inherent conditions which may create, during maintenance operations, unusual or peculiar unsafe conditions hazardous to persons and property. Submitter acknowledges that he/she is aware of such risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the maintenance services with respect to such hazards.

| Company Name                        |    |          |  |  |  |
|-------------------------------------|----|----------|--|--|--|
| Contact Name                        |    |          |  |  |  |
| Title                               |    |          |  |  |  |
| Address                             |    |          |  |  |  |
| City/State/Zip                      |    |          |  |  |  |
| Telephone                           |    |          |  |  |  |
| Email Address                       |    |          |  |  |  |
| Contractor's License No             | E> | kp. Date |  |  |  |
| City of Antioch Business License No | E> | kp. Date |  |  |  |
| Signature                           |    | Date     |  |  |  |

Bid must be in a sealed envelope with the bid number, closing date, and time on the outside envelope.

DELIVER BID SUBMITTAL TO:

CITY OF ANTIOCH PUBLIC WORKS **BID NO. 988-0223-16A** <u>1201 W 4<sup>TH</sup> STREET</u> ANTIOCH, CA 94509

# NON COLLUSION AFFIDAVIT

THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH

# FIREBREAK & DISKING

BID NO. 988-0223-16A

The Bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of the CITY OF ANTIOCH whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

NAME \_\_\_\_\_

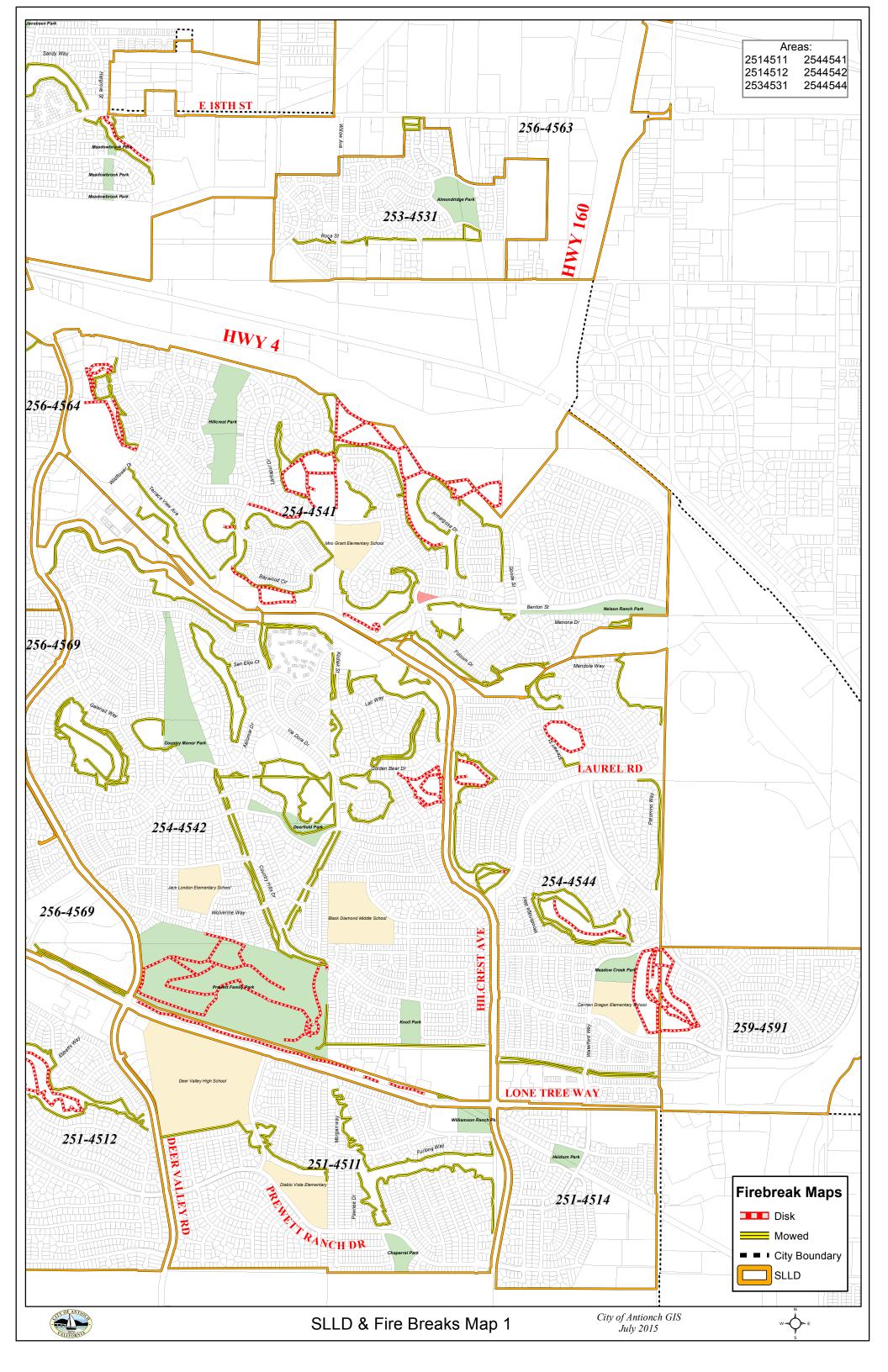
SIGNATURE \_\_\_\_\_

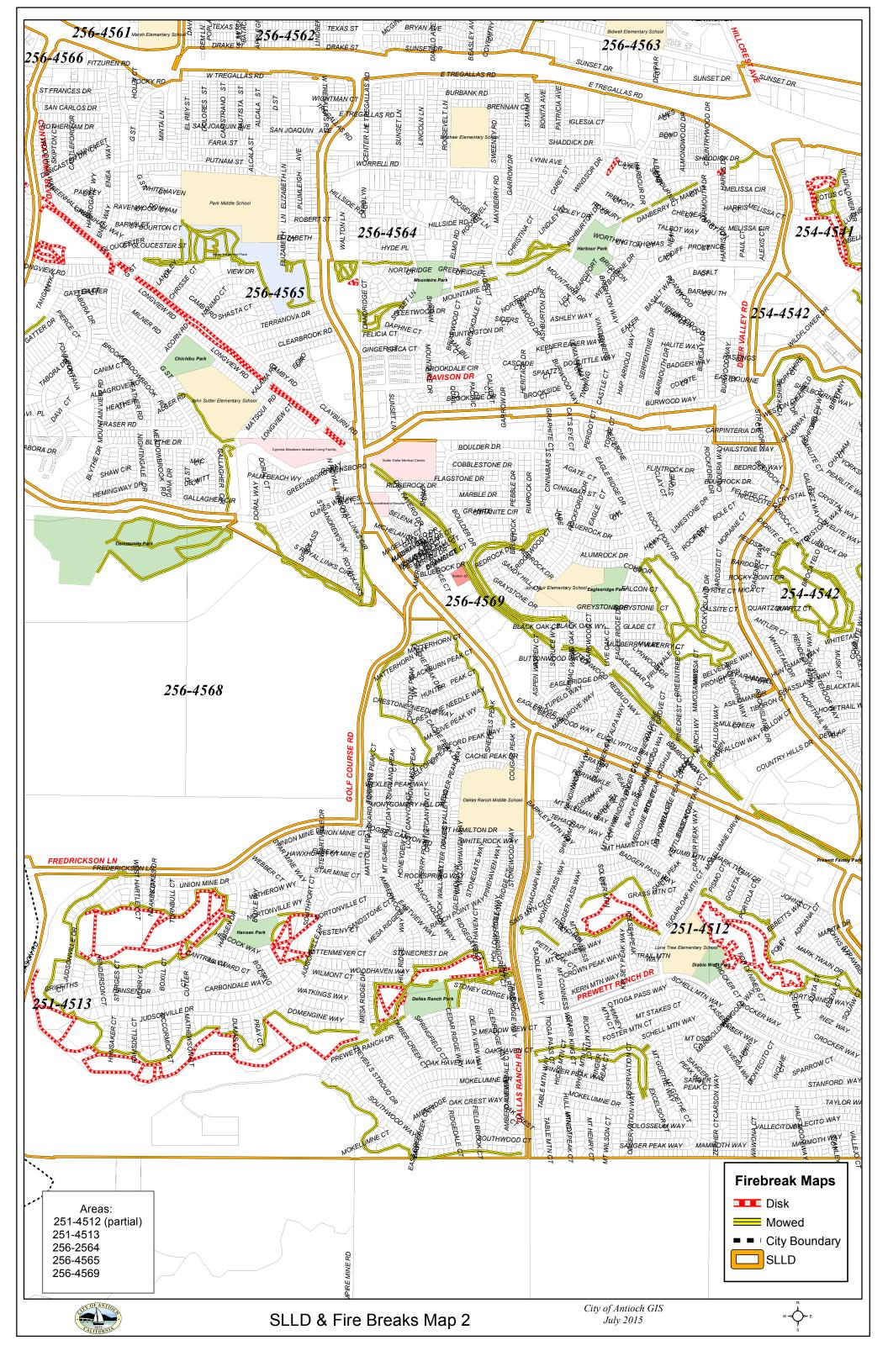
TITLE \_\_\_\_\_\_

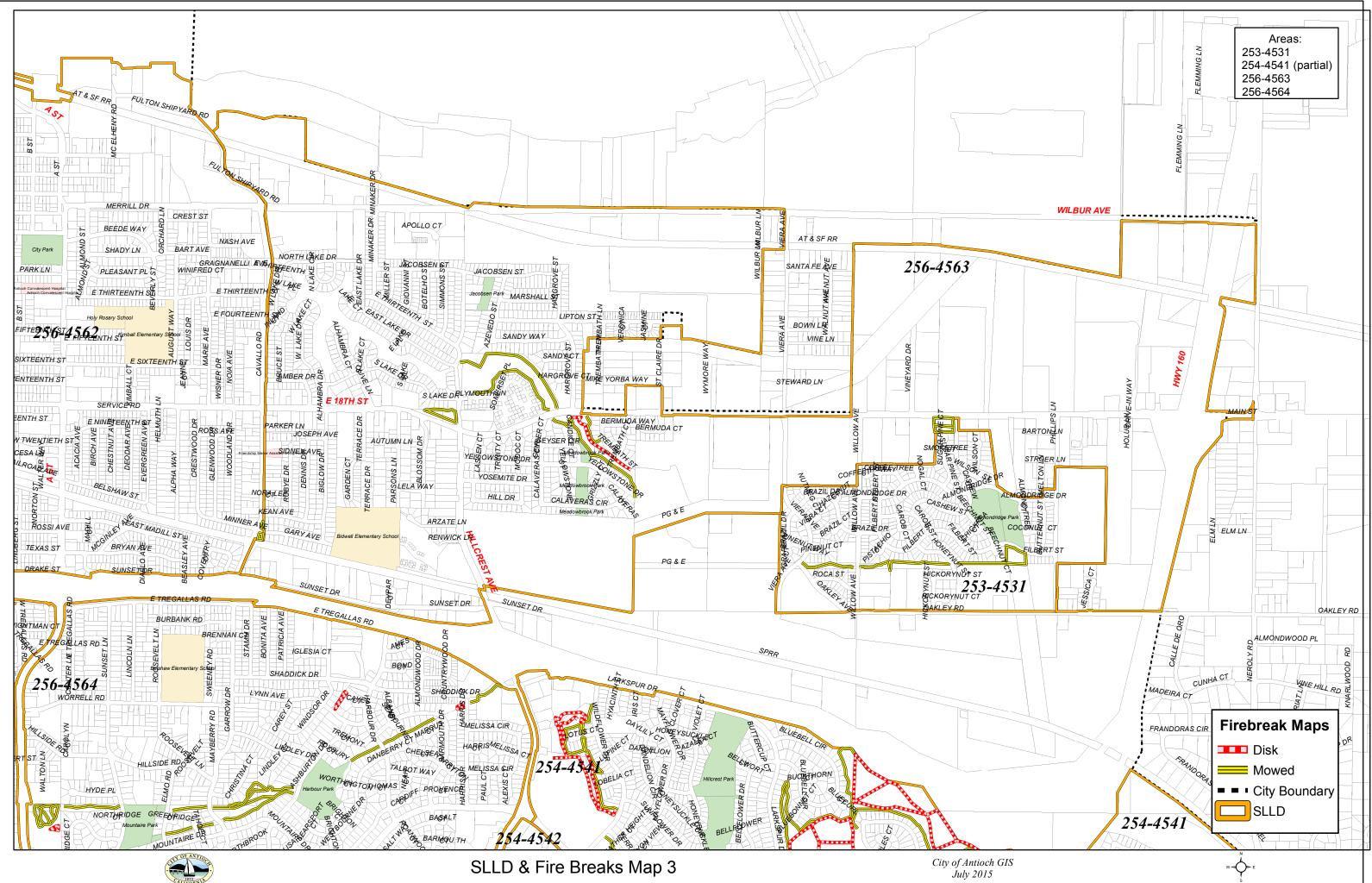
Subscribed and sworn to before me by:

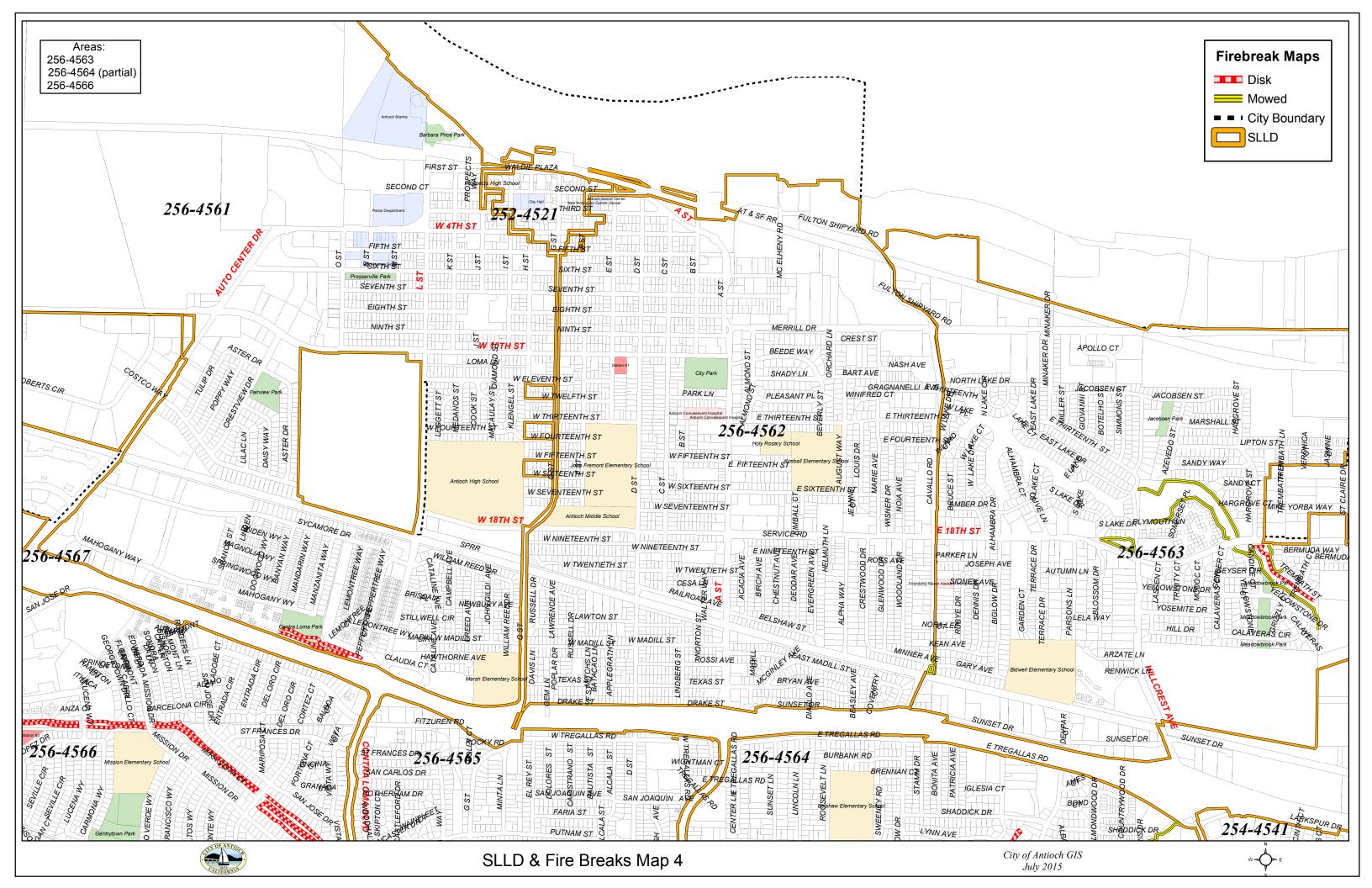
This \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_

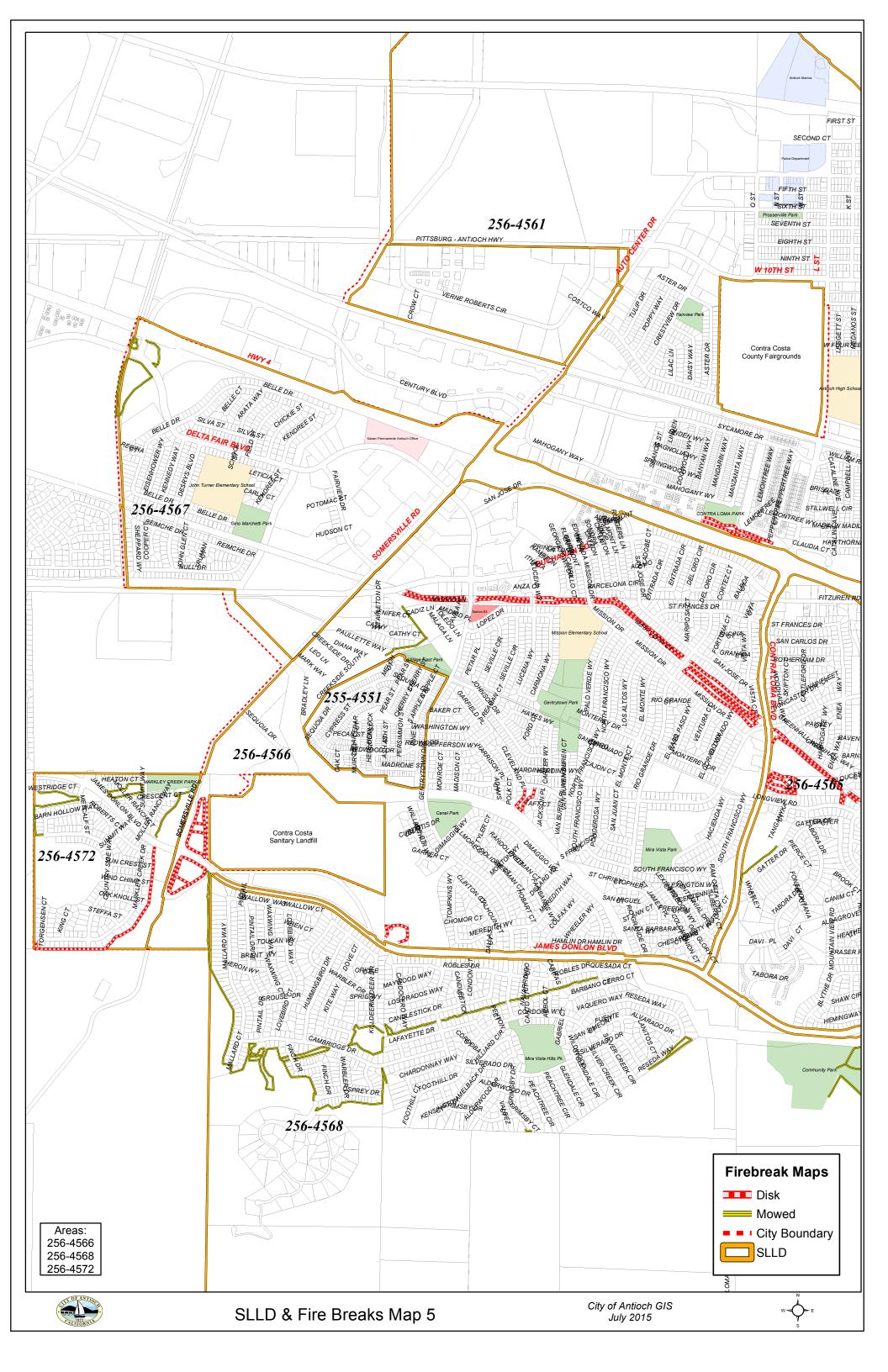
Notary Public











# 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 black top 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 September. 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 sitespecific issues with terrain, regrowth, location, land use, or fire related history.

# **SAMPLE** <u>MAINTENANCE AND TRADE SERVICES AGREEMENT</u>

 THIS AGREEMENT is made and entered into this \_\_\_\_\_day of \_\_\_\_\_ 201\_

 between \_\_\_\_\_\_("Contractor"), whose address is \_\_\_\_\_\_and telephone number is \_\_\_\_\_\_and telephone number is \_\_\_\_\_\_and the CITY OF ANTIOCH, a municipal

corporation ("City").

# RECITALS

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

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

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

1. <u>Services to be Performed</u>. The work will consist of providing services for the City of Antioch to \_\_\_\_\_\_ as described further in Exhibit A, Scope of Work, which is attached and incorporated to the extent consistent with this Agreement.

2. <u>Compensation</u>. The total compensation under this Agreement shall not exceed \_\_\_\_\_\_, with the details set forth in Exhibit A, which is attached and incorporated to the extent consistent with this Agreement.

3. <u>**Term**</u>. The term of this Agreement will expire on \_\_\_\_\_

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

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

# Agreement.

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

# a. <u>Commercial General Liability</u> (CGL):

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

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

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

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

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

i. *Additional Insured Status*. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85

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

ii. *Primary Coverage*. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. *Notice of Cancellation*. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

iv. *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

v. *Deductibles and Self-Insured Retentions*. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

7. **Independent Contractor**. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City

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

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

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

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

10. <u>Notices.</u> This Agreement shall be administered by \_\_\_\_\_\_ ("Contract Administrator"). Any formal written notice to Contractor shall be sent to:

> Any formal written notice to City shall be sent to: City Manager City of Antioch

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

# 11. Miscellaneous Provisions.

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

b. Contractor shall not assign or transfer this Agreement.

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

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

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

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

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

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

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

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

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

CITY OF ANTIOCH:

By:

Steven Duran, City Manager

CONTRACTOR:

By:\_\_\_\_\_

Title:\_\_\_\_\_

By:\_\_\_\_\_

Title:\_\_\_\_\_(Second signature required if a corporation)

ATTEST:

Arne Simonsen, City Clerk of City of Antioch

APPROVED AS TO FORM:

William Galstan, Interim City Attorney