



REQUEST FOR PROPOSAL

PARK MAINTENANCE BID NO. 988-0312-19E

PRE-BID CONFERENCE: Tuesday, March 19, 2019 at 9:00am
Antioch Community Center
4701 Lone Tree Way, Antioch, 94509

BID DUE DATE: Tuesday, March 26, 2019 at 10:00am

I. GENERAL CONDITIONS

1. **General Information** - The Public Works Department of the City of Antioch, California, will receive bid responses at its office located at [1201 W. 4th Street, Antioch, CA 94509](#) on March 26, 2019 at 10:00am.

Bidders will conduct a self-guided tour of the parks, except for Park #'s 3-A, 3-B and 3-C, that require an escort. The City will conduct a tour of park #'s 3-A,B&C during the Pre-bid Conference on Tuesday, March 19th at 9:00am at Antioch Community Center, 4701 Lone Tree Way, Antioch, CA 94509. Please note this will be your only opportunity to tour Park #'s 3-A, 3-B and 3-C.

All other parks are self-directed, unguided tours. Contractors are encouraged to complete their site tours prior to the pre-bid conference. Park addresses, acreage, maps and hyperlinks are located on page 9. Image and base maps delineating service limits are attached.

Questions relating to specifications or technical questions must be submitted via email to publicworks@ci.antioch.ca.us by 5:00pm, March 22, 2019. Questions and responses will be distributed via email to all bidders. Bidders are **NOT** to pursue City staff by telephone or in person.

2. **Form of Bid** - The bid shall be made on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted. Bids shall be made only on this bid form, properly executed, and enclosed in a sealed envelope bearing the name of the bidder, the bid number, bid due date, and bid title. Proposals shall be written in ink, computer generated, or typewritten. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the bid. Bids are to be verified before submission as they cannot be corrected, altered, or signed after bids are opened.
3. **Interpretation of Bids** - Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder shall submit a formal request to the Public Works Department for an interpretation thereof **prior** to the bid opening to the attention of Michelle Walker at publicworks@ci.antioch.ca.us. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum published on the City's website, <https://www.antiochca.gov/rfps/>, 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. <https://www.antiochca.gov/rfps/>,
5. **Bid Opening** - Bids shall be delivered to the Public Works Department of the City of Antioch located at [1201 W. 4th St. Antioch, 94509](#) on or before the day and hour set for the opening of bids. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.
6. **Late Bids** - Any bids received after the scheduled time of opening will be clocked in, but will not be opened or considered.
7. **No Bid** - If a bid is not made, the bid form must be returned and the reason for not bidding stated; otherwise the vendor's name will be removed from the bidders list. If a bid is submitted without an amount, it will not be considered.
8. **Award or Rejection** - The bid will be awarded to the lowest responsive and responsible bidder offering the best value to the City and will be announced by way of publishing to the City's website <https://www.antiochca.gov/rfps/>. Best value is based on all factors, including: cost (unit prices and total prices); contractor's ability, capacity and skill; ability to perform within the time required; character, integrity, reputation, judgment, experience and efficiency

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

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

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

- 9. Terms and Conditions** – The 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.
- 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 of the City of Antioch are Net 30 days. Invoices must be emailed to publicworks@ci.antioch.ca.us and must include the Purchase Order number, Job Code, Location and explanation of Services/Goods. The City shall make no payment until work has been inspected and approved by the City. Payment is contingent upon receiving proper invoicing and delivery of the goods and/or services.
- 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 work performed shall be subject to the inspection of the City, and unsuitable work may be rejected. Defective work shall be made good by the vendor/contractor in a manner satisfactory to the City. The City shall make no payment until work has been inspected and approved by the City. See Page 30, Payments and Defaults

- 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** – Tim – 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 – Refer to page 31

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 the contract for convenience in whole or in part, at any time. The City shall pay the vendor/contractor 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 vendor/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 vendor/contractor doing business within the city limits must hold a valid City of Antioch Business License prior to merchandise delivery (by vendor/contractor) or services provided. <https://antioch.onestoppayments.net/blapplication/Default.aspx?FormType=InCity>
- 26. Governing Law** - This contract shall be construed and interpreted according to the laws of the State of 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 vendor's/contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
- 29. Assignment** - In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
- 30. Surety Bonds** – The Bidder is required to submit a bidder's bond if included on the Bid Form. Unless stated to the contrary in the Detailed Specifications, Contractor is required to provide the following surety bonds from an admitted and authorized surety in California in the full amount of the work to be performed: A Performance Bond and a Payment Bond.
- 31. Prevailing Wage** - Where labor is required for public work as part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractors shall pay no less than the minimum wages established by the Director of the Department of Industrial Relations of the State of California.

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

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

The City reserves the right to request and review the contractor's payroll records in the form of certified payroll

records. In the event certified payroll records are requested, they are to be submitted via email to publicworks@ci.antioch.ca.us Furthermore, Contractor is to submit two sets: one complete and one redacted of private information [On the second copy the name, address and social security number of the individual employees must be redacted (blacked out).

32. Appeals -- Any actual or prospective bidder, or contractor that has a grievance in connection with any City solicitation or award of contract may protest in writing pursuant to the provisions in Antioch Municipal Code section 3-4.03. Protestors are urged to seek resolution of their complaints initially with the using department.

33. Term Of Contract - The Contractor shall commence work on July 1, 2019. The contract shall expire on June 30, 2024 (unless terminated earlier)

34. Contract Documents - The work embraced herein shall be performed at the locations covered in this bid and in accordance with the current Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation. In addition to the State Specifications, the following will also apply: these Specifications; the Proposal; the Contract, required herein; any supplemental agreements amending or extending the work; working drawings or sketches clarifying or enlarging upon the work specified herein; and to pertinent portions of other documents included by reference thereto in these Specifications.

The Successful bidder shall be expected to agree to and comply with all terms addressed in the attached Sample Maintenance and Trade Services Agreement. The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Conditional bids cannot be accepted.

35. Insurance Requirements - Public Works is engaged in reducing our footprint by eliminating printed copies whenever possible. All certificates and endorsements must be emailed to publicworks@ci.antioch.ca.us, with the name of the contract clearly identified on the certificates and endorsements. Annual renewals should automatically be generated and emailed as instructed.

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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

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

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

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

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

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation: As required by the State of California.
4. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

Additional requirements if applicable:

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

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

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

1. *Additional Insured Status*. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. *Primary Coverage*. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. *Notice of Cancellation*. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. *Waiver of Subrogation*. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. *Deductibles and Self-Insured Retentions*. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or

retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

II. SPECIFICATIONS

PARK LOCATIONS AND APPROXIMATE ACREAGE

Image and base maps delineating service limits are attached.

Bid Line #	Park Name	Approximate Serviceable Acreage	Address	Cross Street
1	Almondridge Park	8.6	3400 Almondridge Drive	Beechnut Drive
2	Antioch Community Park	42.83	801 James Donlon Blvd	Blythe Drive
3-A	Antioch Community Center	Not Avail.	4703 Lone Tree Way	Deer Valley Road
3-B	Antioch Water Park - Inside	Not Avail.	4701 Lone Tree Way	Hillcrest Avenue
3-C	Antioch Water Park - Outside	Not Avail.	4701 Lone Tree Way	Hillcrest Avenue
4	Canal Park	4.8	3100 Gentrytown Drive	Curtis Drive
5	Chaparral Park	4	Prewett Ranch Drive	Candlewood Way
6	Chichibu Park	6.3	3200 Longview Road	Acorn Drive
7	City Park	5	1000 A Street	10th Street
8	Contra Loma Estates Park	5	2800 Mahogany Way	Manzanita Drive
9	Country Manor Park	21	2800 Asilomar Drive	Carpenteria Drive
10	Dallas Ranch Park	5	1137 Prewett Ranch Drive	Mesa Ridge Drive
11	Deerfield Mini Park	3.95	4700 Deerfield Drive	Bucksin Drive
12	Diablo West Park	4.16	2000 Prewett Ranch Drive	Mokelumne Drive
13	Eaglesridge Park	5.4	4200 Eagleridge Drive	Greystone Drive
14	Fairview Park	3	1100 Crestview Drive	Fairview Drive
15	Gentrytown Park	14	2800 Carmona Way	Monterey Drive
16	Hansen Park	5	5099 Hansen Drive	Nortonville Drive
17	Harbour Park	7.9	2900 Ashburton Drive	Lindley Drive
18	Heidorn Ranch Park	3	Vista Grande Drive	Lone Tree Way
19	Hillcrest Park	18	1300 Larkspur Drive	Sunflower Drive
20	Jacobsen Park	1.3	1600 Jacobsen Street	Hargrove Street
21	Knoll Park	5	5000 Country Hills Drive	Hillcrest Avenue
22	Marchetti Park	5	2500 Kendree Street	Delta Fair Boulevard
23	Markley Creek Park	4.06	3301 Summit Way	Sommersville Road
24	Meadow Creek Park	5	4707 Vista Grande Drive	Canada Valley Road
25	Meadowbrook Park	2.9	1300 Yellowstone Drive	Hillcrest Avenue
26	Memorial Tree Grove	0.5	Lone Tree Way	Hillcrest Avenue
27	Mira Vista Park	6.8	3000 S Francisco Way	Putnam
28	Mira Vista Hills Park	9.2	2000 Silverado Drive	Gentrytown Drive
29	Mountaire Park	5.1	2600 Sunset Lane	Fleetwood Drive
30	Nelson Ranch Park	9.5	4700 Wildhorse Road	Ridgeline Drive
31	Prosserville Park	1.6	1400 W 6th Street	M Street
32	Village East Park	3.77	2700 Gentrytown Drive	Johnson Drive
33	Williamson Ranch Park	5	5000 Lone Tree Way	Indian Hills Drive

HOURS OF WORK – OVERTIME AND HOLIDAYS

The Contractor shall have a representative available to meet with City of Antioch personnel during the normal City working hours. The normal City working hours are 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays. There shall be a Supervisor on site at all locations where work is being performed who can communicate effectively with the public.

City of Antioch's observed holidays:

- January 1st - New Year's Day
- Third Monday in January - Martin Luther King, Jr.'s Birthday
- February 12th - Lincoln's Birthday
- Third Monday in February - Washington's Birthday
- Last Monday in May - Memorial Day
- July 4th - Independence Day
- First Monday in September - Labor Day
- November 11th - Veteran's Day
- Fourth Thursday in November – Thanksgiving Day
- Fourth Friday in November – Day After Thanksgiving Day
- December 24 (Christmas Eve)
- December 25 (Christmas Day)

When a holiday falls on Saturday, the preceding Friday shall be observed. When a holiday falls on Sunday, the following Monday shall be observed. When December 25th falls on Saturday, Friday December 24th shall be observed as the Christmas holiday, and Thursday December 23rd shall be observed as the Christmas Eve holiday. When December 25th falls on Sunday, both Friday and all-day Monday shall be observed as holidays. When December 25th falls on Monday, Monday shall be observed as the Christmas holiday and December 22nd shall be observed as the Christmas Eve holiday.

MAINTENANCE SPECIFICATIONS

Scope of Work

Furnish all labor, materials, tools, equipment, supervision, and transportation required to maintain the Parks in an attractive condition throughout all seasons of the year. This includes all areas within the Park property lines, the formal Park grounds, all amenities in the Park, the slope easements, cleaning of the parking areas, code required fire breaks, V-Ditches, and trail entrances into the Park. The maintenance work described in these Specifications shall be performed as a continuous and constant program throughout the contract. Work is to be completed to the satisfaction of the City (or designee) or after written notice the City may move to the next lowest responsible contractor. Any additional work not described in these Specifications shall be performed by the Contractor upon written notice from, and at the expense of, the City of Antioch.

Scope of Responsibility

A. Plant Material

Any and all plants that dies or is damaged due to Contractor's negligence shall be replaced at the Contractor's expense, equal in plant size and conforming to these Specifications. Replacement shall be made within fifteen (15) days from the date the defective plant is brought to the attention of the Contractor.

B. Emergency Numbers

The Contractor shall be reachable by phone and email during work hours. In addition, the Contractor

shall provide the City of Antioch with a list of local (toll free) emergency telephone numbers where he/she can be contacted after normal working hours, on weekends and holidays. This cannot be an answering machine. Emergency calls shall be considered as part of maintenance and shall not be considered as extra work. Response time, to any site, shall not be more than 60 minutes.

C. Cleanup

It shall be the Contractor's responsibility to maintain all Parks in a condition that is acceptable to the City of Antioch. Cleanup shall be performed by the Contractor and shall include the daily removal of all trash, litter and broken glass, sharps, and broken branches. Leaves, excess soil, empty plant containers, grass cuttings, weeds, dead plant material or any other debris that may accumulate at the site is to be removed during the next scheduled day of service or as directed by the City.

D. Vandalism

The clean-up cost or repair cost of any individual item of vandalism shall be included in your base bid price per park site unless an individual item exceeds \$160 in value or approximately 4 hours of labor during normal working hours. Extra work pertaining to individual items that exceed \$200 in value must be approved by the City Designee prior to beginning the work. For the purposes of this requirement, "individual item" will mean the quantity of one of any item. Vandalism to multiple items of similar construction, manufacture, use, etc. will not be considered an individual item. For staffing purposes, vandalism costs in any given year are estimated to be \$200,000 and will be carried in the City's contingency as provided for in the contract. Illegal dumping shall be considered vandalism.

E. Communication / Customer Service

The Contractor's on site manager must be equipped with a smart phone, lap top computer or other device that can send and receive emails and text messages with attachments for the purpose of processing (including opening/closing and replying to) service complaints using the City's computerized maintenance management system.

The Contractor's on site manager must respond to service requests within a 60 minute time frame via email or cell communications. The site manager must be able to communicate effectively with City staff.

F. Lock/Unlocking Parks with Parking Lot Gates

Parks are open for public use from dawn to dusk. The parks listed below have gates that can be locked to prevent illegal dumping and vandalism. The Contractor is required to unlock these gates at dawn and lock the gates at dusk.

If vehicles are parked park in the parking lot at dusk, the Contractor shall make a reasonable effort to locate the vehicle operator(s) by informing all visible park patrons that the Contractor is locking the gates in five minutes. Once all patrons are notified, the Contractor shall wait five minutes and lock the gates.

The timing for unlocking gates may be critical for school drop off such as Marchetti shall be no later than 7:30 am Monday through Friday.

The contractor shall work with the City and agree on specific times and be subject to Liquidated Damages in the amount of \$150 for each day - each park (each occurrence morning or evening) is not unlocked or locked.

- 1) Antioch Community- 801 James Donlon Blvd.
- 2) City- 1000 A Street
- 3) Gentrytown- West end of Monterey Dr.
- 4) Hillcrest- 1300 Larkspur Dr.
- 5) Marchetti- 2500 Kendree St.
- 6) Williamson Ranch- 5000 Lone Tree Way

Contractor's Monthly Schedule

The Contractor shall submit a Monthly Schedule via email in PDF format or other suitable format approved by the City, with the specific times and dates for ordinary work performed at each park as required in the contract. The following information on attached "Monthly Schedule" shall be provided at least 3 ordinary business days (not including weekends) prior to the end of the previous month, and Monthly Payments to the Contractor may be withheld until an acceptable Monthly Schedule is submitted to the City:

- A. Current irrigation schedule and irrigation checks. Current irrigation schedules are expected to be available and be monitored online, as well as adjusted online.
- B. Fertilizer applications.
- C. Pruning.
- D. Completion of additional service requests that have been authorized by the City.
- E. Scheduled location by park name or as approved, date, and time frame of maintenance work, number of staff, etc.
- F. Report of all materials repaired or replaced as a result of vandalism.
- G. All spray reports and records required by the Department of Agriculture and the City of Antioch.

Schedule of Park Maintenance Services

Following is the **minimum** typical monthly Schedule of Park Maintenance Services:

The City Designee or designated representative may change requirements as based upon seasonal or other considerations. Grass height shall remain a consistent looking range between 2 to 3 inches year round.

January

- A. Check ground drains and "V" ditches for debris blockage. Clear as needed-
- B. Remove silt that has run across sidewalks, parking lots and other hardscape features.
- C. Check for pocket gopher/rodent activity and abate. If the landscape contractor does not control rodents to the satisfaction of the City the services of a licensed rodent abatement contractor will be hired by the City and payment for the services will be deducted from the monthly payment to the Parks Contractor.
- D. Continue dormant pruning and spraying (begin in November).
- E. Continue maintenance care per Specifications.
- F. Start irrigation coverage checks. Flush system as required. – Contractor to supply documentation and status update in monthly report.

February

- A. Mow ground cover like Ivy and Hypericum.
- B. Continue irrigation coverage checks and supply updates in reports
- C. Begin spring pre-emergent weed control.
- D. Spray lawns to control emergence of Digitaria (crab grass) weeds, where needed.
- E. Finish dormant pruning and spraying of shrubs, vines and trees.
- F. Continue maintenance care per Specifications.

- G. Renovate all baseball diamonds in preparation for baseball/softball seasons. Renovations shall include loosening up, leveling, and grading compacted diamond cinder fines and clay.

March

- A. Begin application of fertilizer in ground cover areas. Schedule fertilizing with City representative for verification of product and coverage.
- B. Check ground drains and "V" ditches for debris blockage.
- C. Continue spring pre-emergent weed control. - Schedule with City representative for verification of product and coverage.
- D. Spray all turf for broad leaf weeds. This work must be scheduled with the City representative for verification
- E. Establish spring watering program.
- F. Step up frequency of lawn mowing and edging (edge every other mowing).
- G. Finish irrigation coverage checks and extensive repairs and supply updates in monthly report.
- H. Continue grass and weed height control.
- I. Install fresh batteries in non-recharging, solid state and battery powered controllers in the Parks. Check battery condition during season and replace as needed.
- J. Complete replanting of ground cover damaged areas.
- K. Aerate and fertilize lawn areas. - Schedule with City representative for verification of product and coverage
- L. Continue maintenance care per Specifications.
- M. Fertilize all trees in non-ground cover areas. Schedule fertilizing with City representative for verification of product and coverage.

April

- A. Finish application of fertilizer in ground cover areas.
- B. Rebuild basins around young trees and shrubs.
- C. Prune vegetation for line of site obstruction at street intersections and park entrances.
- D. Check for aphid and other infestations in shrubs, ground covers, and trees. Treat as needed. No extra payment for this service will be considered.
- E. Finish spring pre-emergent control in tree wells in lawns as well as other areas.
- F. Continue grass and weed control in non-irrigated open areas and right-of-ways.
- G. Continue maintenance care per Specifications.
- H. Remove stakes and ties from maturing trees where they are no longer needed. At no time can ties be left to restrict tree trunk growth.

May

- A. Trim and replant ground cover, as needed.
- B. Spray for broadleaf weeds in lawns.
- C. Complete grass and weed height control by June 30.
- D. Clear grass away from sprinkler heads in lawns where they are obstructed.
- E. Raise sprinklers if necessary.
- F. Continue maintenance care per Specifications.

June

- A. Clean and adjust irrigation heads on a regular basis throughout summer.
- B. Establish summer water program.
- C. Repair irrigation breaks promptly throughout summer.
- D. Continue maintenance care per Specifications.

July

- A. Continue fertilization of lawn areas as specified. Schedule fertilizing with City representative for verification of product and coverage.
- B. Trim ground covers away from buildings, fences, trees, and other features.
- C. Check young trees for proper deep watering. Supply irrigation as needed.
- D. Adjust watering times on controllers for hot summer periods.
- E. Continue maintenance care per Specifications.

August

- A. Prune vegetation for line of sight obstruction at street intersections and park entrances.
- B. Cut out spent blossom spikes on all shrubs.
- C. Evaluate and develop nutrient and pest control programs.
- D. Edge vegetation along streets frontage, sidewalks, pathways, "V" ditches, retaining walls, etc.
- E. Adjust irrigation watering times.
- F. Continue maintenance care per Specifications

September

- A. If requested by City, trimming of "sail" out of evergreen trees. (To be considered extra work).
- B. Replace, Adjust or remove tree stakes as needed.
- C. Spray lawns to control broadleaf weeds. Schedule with City representative for verification of product and coverage.
- D. Begin fall pre-emergent weed control. Schedule with City representative for verification of product and coverage.
- E. Trim "suckers" and "water shoots" off trees and spray with a growth regulator/sealer at time of cutting.
- F. Continue maintenance care per Specifications.

October

- A. If requested by City, continue trimming "sail" in fast growing trees as in September. (To be considered extra work).
- B. Continue to check tree stakes and ties.
- C. Continue fall pre-emergence weed control. Schedule with City representative for verification of product and coverage.
- D. Start decreasing watering times on controllers.
- E. Spray lawns for control of broad leaf weeds. Schedule with City representative for verification of product and coverage.
- F. Fertilize lawns with an IBDU Fertilizer (or acceptable equivalent) to carry a good green color through the winter months. A high nitrogen fertilizer may be required to help combat "rust" infestations in the fall and winter months. Schedule with City representative for verification of product and coverage.
- G. Check to be sure all appropriate shrubs and ground covers have been trimmed, edged, and sprayed to maintain desired shape through winter months.
- H. Check drain grates, culverts, drainage v-ditches, and catch basins to be sure they are clear of all debris and vegetation.
- I. Fertilize ground cover areas. Schedule fertilizing with City representative for verification of product and coverage.
- J. Continue Maintenance Care per Specifications

November

- A. Start pruning deciduous trees, shrubs, and vines as required.
- B. Check edges of culverts, drainage v-ditches, and catch basins for erosion of soil.
- C. Check for damage to drain structures.
- D. Establish winter watering program.
- E. Check all parks for obvious tree/shrub damage after each storm, make safe or correct as required
- F. Edge vegetation along street frontage, sidewalks, pathways, retaining walls, etc.
- G. Complete pre-emergent weed control.
- H. Dormant spraying of some shrubs, vines, and trees can be done
- I. Continue maintenance care per Specifications.

December

- A. Continue dormant pruning and spraying as needed.
- B. Check for tree/shrub storm damage as needed and make safe or correct
- C. Check drain grates, culverts, etc. and clear of debris.
- D. Dormant spraying can be done.
- E. Playgrounds free of leaves and storm debris.
- F. Continue maintenance care per Specifications.

Irrigation Systems

- A. General – The parks have a variety of watering systems. It is the City’s objective to actively pursue water conservation within the maintenance program. The Contractor will ensure proper irrigation maintenance and timing to provide a healthy growing lawn. This will include modifying or placing portable irrigation spray heads to reduce dry spots. Over-watering to cover dry spots is not acceptable and will not be allowed at any time. Irrigation systems will be closely monitored to provide safe usable Parks. Saturdays, Sundays, afternoons and early evening are the high Park use times. Watering will typically not be allowed Fridays at 7:00 a.m. through Sunday 9:00 p.m. There may be exceptions that occur from changing weather conditions, or to accommodate a holiday/special event schedule. In these cases, watering shall be done to maintain moisture content that still allows active and passive Park use. A qualified person will review each irrigation controller regularly throughout growing season while water is on making adjustments to ensure proper moisture content for the turf and surrounding shrub/ground cover areas. The contractor will adjust stations on slope areas so as not to cause wet spots in lawn areas. Implementation of the Water Conservation Program will be carried out as stated in the following “Water Requirements”.
- B. Water Requirements – The Contractor shall have full responsibility to ensure watering requirements are met within each park. Contractor’s Irrigation Technician’s shall be capable of performing repairs, installations and modifications of existing irrigation systems to adequately irrigate all landscaped areas on a full time basis. The contractor shall ensure that. Adjustments to the irrigation schedule may be changed at the direction of the City during drought conditions.
 - 1. Sprinkler heads are in good operational order, filters are cleaned regularly, and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally) sprinkler head exchanges, and filter replacements will be considered as included in the contract price and no additional compensation shall be allowed therefore.
 - 2. All electrically operated valves shall close completely at the conclusion of the station-watering program. Valves shall be cleaned and restored promptly to proper operation when found to be defective. Valve replacements shall be considered extra work, but the contractor is required to assess and notify/request the City for compensation for extra work. As part of the base bid, valve boxes shall be kept clean of rocks, soil, debris, and silt to a depth of 2” below the bottom of the valve. When work is done on irrigation valves it must be repaired/ replaced per the most current

[Construction Details](#) that includes unions on both sides on the valve. If room is available, the City will supply a gate valve for future ease of maintenance. All valve box lids shall be in place and locking bolts secure at all times as per the most current [Construction Details](#). Where they are missing, rock and a union shall be installed per the Construction Details as part of any work repair that may necessitate removal of the valve body. The City has approximately \$15,000 budgeted for new irrigation heads and valves that are at or beyond their useful life. Any additional replacements of valves or irrigation heads requested by the City and outside of ordinary maintenance work will be considered extra work.

3. Contractor shall inspect main irrigation lines. Main irrigation lines shall not demonstrate leakage when all control valves are in the closed position. Main line repairs shall be considered as extra work.
4. Automatic controllers and electrical conductors shall be kept operational year-round. Automatic controllers will be inspected periodically by City to assure systems programming is operational. The Contractor shall notify the City or designated representative of any controller that does not perform to the manufacturer's Specifications. The non-operating status of any Controller shall be reported to the City or Designated Representative within 24 Hours of that knowledge. Upon notice to proceed, the Contractor may remove the controller for repairs with the understanding that time is of the essence. Should the controller prove too expensive to repair or be beyond repair, the Contractor shall obtain authorization from the City or designated representative to replace it. Replacements will be approved by the City. The Contractor shall ensure sufficient watering occurs during the repair of subject controller and if controller is found to be defective, this will be considered extra work. Controllers, which upon visual inspection, demonstrate a collection of leaves, insects, cobwebs, or dusty conditions that exist inside the irrigation controller cabinet shall be considered damaged at the fault of the Contractor and shall not be considered extra work.
5. It shall be the responsibility of the Contractor to make any and all irrigation system repairs, including vandalism, within three (3) days of knowledge of the problem. If repairs cannot be accomplished within the designated time period, the Contractor shall notify the City or designated representative immediately of the conditions and supply estimated time of when the repairs will be made. It shall be the responsibility of the Contractor to make arrangements to water the area of irrigation system failure by other means (hose, etc.) until repairs are accomplished. Vandalism repairs will be considered extra work when exceeding \$160 or approximately 4 hours of labor.
6. Seasonal programming of controllers shall be performed by the Contractor according to the watering rates and the clock settings for irrigation scheduling necessary to maintain healthy growing plant material. All controller stations shall be labeled in an easy to read manner inside each controller box. Labeling shall give notice of area covered. The Contractor may re-label stations as part of the base bid. As part of the base bid the Contractor shall affix the controller identifying letter or number to the outside of each controller box. Monthly, provide the City or designated representative with a complete written schedule of watering for all controllers this information shall be emailed in a PDF format.
7. Flushing of systems and cleaning or replacement of all filters within the irrigation system is routine maintenance and will not be considered extra work.
8. Time and length of watering shall be adjusted to the prevailing weather as well as to the time of day that has the least amount of wind. The City prefers watering time to be from 9:00 p.m. to 6:00 a.m., whenever possible. Time may change due to activity.
9. All sprinklers shall be adjusted properly to avoid spraying on parked cars, streets, walkways, buildings, neighbor fences, signs and other property that may be damaged by water.

10. Plant material and turf exhibiting signs of wilting due to lack of water may result in deleting of monthly payment portion until the problem is corrected. This reduction in payment will be at the sole discretion of the City or its designee. Manual watering will be required as necessary to regain plant material's vigor at no extra cost to the City.
11. In the event that City crews have to adjust water supply due to improper irrigation scheduling or maintenance, the Contractor shall be billed Liquidated Damages of no less than \$150.00 Per incident for City crew time or the same fee deducted from the monthly payment.
12. The Contractor will not be billed if vandalism was involved or erroneous fault of system components.
13. Vandalized irrigation heads will be replaced as vandalism as in Section II. D. There will be no additional costs for replacing vandalized irrigation heads unless the event exceeds the \$160 or approximately 4 hours labor per occurrence.

C. Environmental and Land Use Stewardship Responsibilities

The intent of these Park Maintenance Specifications is to contract for professional services that will assist in the stewardship of the Parks. It shall be the responsibility of the Contractor to report any resource deficiencies on Park lands to the City or designated representative. If the contractor does not fulfill his/her responsibilities as intended in the outlying specifications, then a portion or percentage of the monthly payment may be deducted for poor or lack of performance. This reduction in payment will be at the sole discretion of the City or its designee on an inspection basis.

1. The seasonal water rate varies annually, and it may be necessary for the City or the Contractor to make recommendations to modify and reschedule the seasonal watering program. Changes in the water cycle are included with the bid price.
2. Parks adjacent to on-going construction activity of future developments may receive damage to the landscape and irrigation system. The Contractor shall report the damage to the City Designee or designated representative and may be directed by the City to repair the same within four (4) working days. This shall be considered extra work.

D. Rebuilding or replacement of a failed valve to be considered extra work.

E. Watering Systems

The City has changed from potable water to reclaimed water in four parks (City, Chichibu, Mountaire, and Fairview Parks). Contractors should consider the maintenance issues around irrigation systems and possible maintenance cost increases. Contractor must have or be able to have certified staff that can work on reclaimed water systems.

Nutrient Care Standards

General – all of the grounds within the Parks landscaped areas require the addition of complete nutrients to promote good growth. Homogenized fertilizers containing nitrogen, phosphate, potassium and sulfur are usually sufficient. The City may undertake, through a separate Contractor, a soils analysis test to evaluate the condition of the Parks at any time through the duration of this contract. The following minimum Specifications have been prepared to identify what type of plant feeding will occur as bid in the Schedule of Park Maintenance Services.

- A. Ground cover areas – two applications per year.
 1. March – application of a complete fertilizer 16-16-16 at a minimum rate of six pounds per 1,000 sq ft. and again in October at same rate

- B. After fertilizer is applied, the ground should be watered thoroughly to soak the fertilizer in the ground. (Caution: The Contractor shall prevent over-watering resulting in hillside slumps or water runoff to adjacent properties). For trees and shrubs, fertilizer should be applied as close as possible to the feeder roots, but away from the trunk to avoid injury to the plant. Plant material which demonstrates leaf burning or other forms of chemical harm will be given 120 days from notice of damage to recover and demonstrate healthy foliage condition. After 120 days of the recovery period, the Contractor shall replace any damaged plants at his expense. For certain areas of the City, the City Designee or designated representative may require a substitute fertilizer containing a low adjusted salt index as well as micronutrient supplements.
- C. Lawns – Three applications per year. March, July and October
1. March – within the same week of aeration, apply a balanced fertilizer such as a sulfur coated, urea based 16-6-8 at a rate of one (1) pound actual nitrogen per 1,000 sq ft. A substitute fertilizer and rate of application may be approved by the City Designee or designated representative. Late spring and summer months – apply fertilizers such as urea nitroform, as in the above, as needed to promote a consistent healthy green appearance.
 2. July – apply a measured fertilizer such as 26-4-8 at a rate of one (1) pound actual nitrogen per 1,000 sq ft. Substitutes may be approved by the City Designee or designated representative.
 3. October – use IBDU 22-50-10 as needed at a rate of one (1) pound actual nitrogen per 1,000 sq ft. Substitutes may be approved by the City or designated representative.
- D. The Contractor shall supply the City or designated representative with the manufacturer's analysis from the fertilizer container for each formulation of fertilizer used. City shall be notified a minimum of 48 hours in advance by email when fertilizer will be applied for verification of application and coverage.

Lawn Care Standards

General – lawns require a regular schedule of care. A consistent green appearance and healthy growing conditions free of weeds must be maintained. Routine maintenance and service shall include, as a minimum:

- A. Aeration
1. Performed twice a year in the months of March and October.
 2. All sprinkler heads, quick couplers, and other hard to see features within the lawn shall be flagged or staked prior to aeration.
 3. A coring tine (plugger) shall be used.
 4. Multiple passes shall be made with the aerating device to ensure that holes are no more than six (6) inches apart.
 5. Tines shall penetrate at least 2½” deep. Plug removal is not necessary.
- B. Mowing
1. Only sharp, well-balanced blades shall be used.
 2. Grass height shall be between 2” to 3”
 3. Tufts of grass in corners or other areas that are hard to reach with a mowing machine shall be mowed using a monofilament line trimmer or clipped by hand.
 4. All excessive mowed clippings shall be removed from the job site the same day.
 5. Police lawns and remove all litter, rocks, and debris before mowing.
 6. Be conscious of Park users and perform mowing tasks in a safe manner.
 7. Never allow grass clippings to hamper proper growth of living turf.

C. Edging

1. To be performed every other mowing. Minimum two times per month.
2. Edge lawns against all paved areas, around valve boxes, and other utilities shall be kept neatly edged.
3. Special consideration shall be given to the safety of pedestrians in the area while edging.
4. Edges against fences and walls shall be sprayed, maintaining a 4" vegetation free band.
5. Chemical edging is only allowed with the approval of the City or designated representative.
6. Contractor will annually edge all warning tracks and perimeter infield areas prior to softball season (first week of March) as part of the yearly field preparations. The City takes great pride in their sports fields and extra care should be considered when this task is being performed.

D. Blowing

1. All hardscape surfaces shall be blown free of clippings after every mowing and edging. Surfaces shall be blown free of leaf litter and other debris on an as-needed basis (most often in fall months). Vacuuming or sweeping may be employed instead of blowing.

E. Raking

1. To be performed on an as-needed basis to remove leaves from the lawns (most often in the fall months).
2. Vacuuming or blowing may be employed instead of raking. Wind rowing (if used) shall be done safely.

F. Tree Wells

1. Tree wells in lawns shall be maintained free of turf and weeds at all times.
2. A 4' diameter round well shall be maintained to encompass all tree stakes as well as the tree trunk.

G. Spraying and Weeding

1. Spray lawns in September to control the emergence of *Poa annua*.
2. Spray lawns in March, May and October to control broadleaf weeds.
3. Spray lawns in February to control the emergence of *Digitaria*.
4. Failed spray applications must be followed by reapplication or hand removal of weeds.
5. Hand removal of weeds may be employed instead of spraying where 90% of the weed root is removed.
6. Lawn diseases and infestations must be identified, reported to the City or designated representative, and controlled in a timely manner and is to be considered extra work.

H. Irrigation

Proper watering of all turf areas is required to ensure a constant healthy growing condition. Over-watering or under-watering, for whatever reason, must be corrected immediately upon notification. In the event of droughts or special events the contractor and City will discuss what will be acceptable levels of irrigation.

Ground Cover Standards

General – as with other types of plantings, ground covers respond noticeably to regular maintenance. The Contractor shall ensure that ground cover areas receive weeding, fertilization, trimming behind curb-ways, and watering. All ground covers shall be kept trimmed or removed away from water basins or drip line areas of individual trees and shrubs, as well as the interior of cluster plantings of shrubs.

- A. Contractor shall establish an irrigation schedule to provide an appropriate watering rate. This scheduled is to be provided to City staff for adoption.
- B. Fertilize as scheduled. Additional fertilization may be needed and when required the City will compensate the Contractor.
- C. Utilize herbicides or mechanical weeding in order to maintain a neat and attractive appearance, year-round. Pre-emergent herbicides can be used in tree and shrub basins, planter areas, barked areas, as well as ground cover areas.
- D. Mow or weed eat Fescue areas as needed to maintain uniform appearance and to remove seed heads. This shall occur at least one time per year in late spring.
- E. Ground cover such as ivy will not be allowed to grow/spread onto trees, walls, fences and other Park amenities. Where ground cover already exists on these Park amenities, the Contractor will be responsible to keep it from spreading or may be required to remove it. These areas may be considered extra work. This can be accomplished by removing and/or chemical application. Where shrubs and ground covers are along the perimeter of the back fences and walls, the Contractor and the City or designated representative will discuss before actions are taken.

Tree and Shrub Standards

General - City Parks have been designed to complement a particular subdivision or open space. The Contractor shall maintain the Parks in a healthy, well-shaped growing environment. Listed are additional maintenance services that the Contractor shall be required to perform and should be included in the base bid. The successful bidder shall submit proof that an ISA certified arborist is on staff to make certain that all acceptable procedures are being performed in an acceptable standard set by the International Society of Arboriculture.

- A. Shrubs
 - 1. As needed to keep a clean formal shape prune away any growth. Shrubs may also be trimmed to conform to their natural growth habit if space allows. . Always keep shrub height limited so as not to create hiding spots along park entrances, walkways, parking lots and turf open areas.
 - 2. All pruning and trimming cuts must be made clean to a lateral bud or branch crotch.
 - 3. Remove all trimmings from the job site the same day.

- B. Trees

- 1. All trees outside of formal landscapes shall have the base drip-line area free of weeds for a minimum of a 6-foot circle. Refer to Weed Control Standards.

- C. Pruning Trees

ISA pruning standards shall be used. Trees shall be pruned by properly selecting and developing permanent scaffold branches that are smaller in diameter than the trunk or branch on which they are growing. Branches shall be properly spaced to illustrate the true, natural form of the tree. Eliminate branches that are overlaying other branches, diseased or damaged growth, narrow V- shaped branches that are weak and may eventually be sources for disease to collect, break, or rot. Crown thinning to be considered extra work.

At the request of the City, coniferous trees that lose their terminal leader through wind damage, etc. shall be trained and pruned to start a new terminal leader. Under no circumstances shall any of the coniferous evergreen trees be topped or pruned in unnatural shapes. This work will be considered extra work.

At the request of the City, broad leaf evergreen trees may be pruned and thinned throughout the year, while deciduous trees shall be pruned only during the months of November through February, unless for vandalism, wind damage or disease. Prune and shape all trees to avoid future problems of height, spread or wind damage and so that the natural appearance will be retained. This work will be considered extra work.

All cuts shall be made with a clean, even cut near the nearest bud or other branch. Any and all improper cuts will be redone to the satisfaction of the City of Antioch. On large limbs, initial cuts shall be made outwards from final cut to avoid excessive weight and bark tearing. All final cuts must have a clean, even finish.

All trees shall be inspected by the Contractor routinely (especially after every hard wind and/or rain storm) to determine if any damage has been done to trunks by mowing machines, cars, wind, vandalism, etc. Repair all damaged areas immediately to minimize damage to the bark, trunk or scaffold. All broken branches shall be properly pruned immediately. All trees leaning due to wind, rain, vandalism, etc. shall be straightened and guyed as approved, if necessary. All trees must have the following height standards. Park trees (9' clearance) and trees adjacent to streets or parking areas (14' clearance).

Contractor shall trim any "suckers" and water shoots as part of ordinary pruning.

Remove all trimmings from the job site the same day.

Removal/replacement of any dead, downed or over turned trees not caused by the Contractors negligence shall be considered extra work.

D. Staking

All tree stakes and additional supports shall be inspected, maintained and replaced if broken, especially after heavy winds and/or rainstorms to prevent girdling of trunks or branches, and to prevent rubbing that causes bark wounds. Stakes shall be maintained in-line, vertically and in good repair. All ties shall be checked on a routine basis, and all worn and broken ties shall be replaced. The replacement of ties and stakes for trees or large shrubs shall be considered as part of the required maintenance to be performed by the Contractor and will not be considered extra work. Tree stakes shall be removed and disposed of when trunk diameter exceeds 2" at 54" from the ground.

The Contractor may remove staking that is no longer needed by the trees with sufficient trunk taper, upon the City's or designated representative's approval.

Disease, Noxious Weeds, Pest Infestations

General – the Contractor shall act as, or coordinate with, a licensed specialist to identify any pest management problems which may arise in the district. There must be a licensed Pest Control Advisor on staff and all required Pest Control Recommendations shall be provided by this Advisor. All pesticide applications shall be performed by a State Certified Applicator.

The Contractor shall be familiar with various Integrated Pest Management (IPM) programs. The Contractor will be required to develop an IPM plan to effectively eradicate any diseases or pests that develop during the duration of this Contract. The development and execution of the IPM program shall be the responsibility of the Contractor and will not be considered extra work. It is the Contractor's responsibility to monitor all pest/disease problems and perform corrective measures as required.

The City or designated representative will require all labels, licenses, certificates, categories, permits and recommendations before chemicals are applied. An IPM plan developed by the Contractor shall

be approved by the City and/or the County Agricultural Commissioner before implementation.

- A. Some approved noxious weed, disease, and pest control methods may include:
 - 1. Pre-emergent herbicide applications.
 - 2. Post-emergent herbicide applications.
 - 3. Mechanical cultivation and disposal.
 - 4. Weed eating or mowing.
 - 5. Chemical growth regulator.
 - 6. Debris or food source removal.
 - 7. Water jetting.
 - 8. Insecticide, fungicide, or other pesticide applications.
 - 9. Repeated control methods, as necessary.
- B. The Contractor shall provide the County Agricultural Commissioner's office (as required by law) a monthly record of all pesticides used in the Parks. A copy of the same report shall be included with the Contractor's monthly billing to the City.
- C. Pest Control Advisor recommendations will be required on all sites as ordered by the County Agricultural Commissioner's office. A copy of these recommendations shall be made available to the City for approval prior to any work.
- D. The Contractor shall comply with all Federal, State and local laws and regulations governing the use of chemicals for control of weeds, diseases and pests. The Contractor shall permit spraying for insect, disease, rodent or weed control to be done only by qualified, trained personnel under the supervision of a State licensed pest control operator, using recognized and approved materials and methods in compliance with all Federal, State and local laws and regulations. As per State law, the Contractor will be required to obtain a written recommendation for the project prior to applying any pesticide within the district boundaries. All spraying shall be done with extreme care so as to avoid any hazard to any person or pet in the immediate areas or any property damage.

General Facilities Maintenance

- A. All areas shall be kept free of litter, including broken glass or other such debris. This will require a thorough policing of the park and has to be maintained at least daily throughout the year. Any rubbish or debris shall be disposed of by the Contractor. Parking lot and gutters shall be thoroughly cleaned (swept, washed, vacuumed or blown) a minimum of each week to avoid accumulation of small bits of debris, glass, etc. Glass shall be removed when discovered.
- B. All trash containers will also be inspected and emptied daily. Trash cans will be emptied Mondays through Fridays and will be completed before 11:00 a.m. Trash cans for Sundays and Saturdays must be emptied by 9:00 a.m. Trash cans will be inspected as part of the daily Park cleanup. Trash cans half full of debris or containing foul odors will be emptied at that time. Additional trash cans may will be added at peak times where needed, such as from March through November. Contractor will pick up and place up to 50 cans at the direction of the City and return and store at non-peak times.
- C. Sidewalks, pathways and hard surfaces shall be policed daily. They shall be cleaned thoroughly at a minimum of once a week, by sweeping, or backpack blowing. All plant growth shall be prevented in any cracks, in curbs, street gutters, or along paved areas. Grass clippings shall be removed after each mowing operation.
- D. Fence Lines

Fence lines shall be kept free of trash, weeds, grass and trimmed plant material. Contractor shall properly dispose of all debris. Chemicals for weed control may be used as required.

E. Restroom Maintenance (Parks)

All Park restrooms will be cleaned daily: Monday through Friday prior to 10:00 a.m. Saturdays, Sundays, and holidays, restrooms will be cleaned prior to 9:00 a.m.

1. Scrub and clean the water closets, urinals, sinks, doors, partitions, walls, floors and dispensers. Fixtures shall be free of stains; graffiti; top and bottom of toilet seats, base and behind fixtures shall be clean; floors shall not have standing water and shall be squeegeed or swept after washing to remove standing water. (Note: A detergent and disinfectant shall be used for cleaning.) Walls and ceilings will be kept clean, free of cob webs, dirt, and “spit-balls”.
2. Tissue dispensers and paper products shall be checked and refilled. Missing, stolen or vandalized tissue dispensers shall be repaired or replaced as needed. Contractor will keep a supply of paper products at each restroom facility. All paper products are to be supplied by the Contractor. Paper towels shall be white hand-i-fold Fort Howard #20603 or equivalent and toilet paper shall be 500 2-ply sheets/roll, 4.5” x 4.5” Fort Howard 198 Soft-Knit or equivalent. All equivalent products must be approved the City or designee.
3. The Contractor shall provide all equipment and supplies (detergents, mops, hoses, brushes and disinfectants) required to maintain the restroom in a clean and orderly manner.
4. Plugged toilets or sinks shall be repaired by the Contractor if diligent effort with a plunger or closet snake or other like tool will accomplish the task. If the fixture cannot be unplugged by diligent effort, the Contractor shall notify the City or designated representative, and it shall be the responsibility of the City to correct the situation.
5. Offensive odors shall be eliminated immediately upon detection.
6. Restroom Hours – Restrooms will be open and closed by the contractor daily on the following schedule:

Nov 16 th – Feb 15 th	8:00am. & 3:30pm.	Daily
Feb 16 th – Nov 15 th	8:00am. & 7:30pm.	Daily (including weekends & holidays)

Restrooms will be opened by 8:00 a.m. Closing will start at 3:30 p.m. or 7:30 p.m.; depending on the season. Times during spring and summer may be extended due to sports programs. Contractor will adjust open/closing times as directed. No additional payment will be granted for this change.

F. Graffiti Abatement

All wall surfaces, sign facings and any Park amenities shall be resurfaced (painted) within forty-eight (48) hours after discovery or notification of graffiti. The paint used should match existing surfaces and must be approved by the City or designated representative. Not just covered where you can still read the graffiti through the paint but thoroughly, totally removed, covered, or obliterated if necessary will include repainting the wall. Graffiti on walking surfaces must be completely removed; painting over graffiti will not be acceptable due to safety concerns. Graffiti Abatement to be performed by the contractor at no additional cost to the City up to \$160.00 or approximately four hours of labor.

Miscellaneous Facilities and Items

General – the items listed below are considered routine maintenance and therefore will not be considered extra work.

A. Concrete-lined Ditches

All concrete-lined ditches within the Park shall be kept clear at all times, and the catch basins that these ditches empty into shall be thoroughly cleaned out periodically during the rainy season which is from October 15th to April 15th. Edges should be checked periodically for erosions and damage to concrete structures. Special care will be taken by the Contractor to keep debris out of all basins while V-ditch maintenance is occurring.

B. Gutters

Clean up weeds and gardening debris along curbway aprons along Park access which border the Park entrance. Drainage ditches (not concrete-lined) should be cleaned in like manner.

C. Tot Lot and Play Areas

Playground safety is a key component of Park maintenance. Contractor will remove all debris, paying particular attention to glass, needles, and hidden items in the play areas daily. All other concerns and problems will be reported to the City immediately. The intent is to provide safe play areas. In the event the Contractor finds an unsafe condition, Contractor is required to make repairs or make it safe until a permanent repair can be completed. All sand shall be swept/blown back into sandbox daily and sandbox inspected and cleaned. Sand boxes will be deeply raked each week. Contractor will be expected to make all playground repairs, as extra work, as directed by the City \or its designee. All material costs for replacement play equipment shall be approved and paid for by the City.

D. Park Name Signs

Contractor is responsible to install a minimum of 2 inches of decorative bark around each Park name sign annually (Prior to May 1st). This will also include maintaining the plant material at the base of each sign.

E. Memorial Tree Grove

The City has a Memorial Tree Grove at Prewett Water Park. Contractor will be responsible to maintain the tree grove. This will include weed and pest control at the grove and two feet outside the outside ring of junipers. Work will include maintenance of trees and shrubs to the standards of this contract. Work will also include weed mowing a 30' perimeter twice a year along the outside of the tree grove.

F. Tables and Benches

Tables and benches will be kept clean and free of graffiti. Benches, tables, and bleachers made of wood or those that have been painted, will be repainted each year after the rainy season or prior to May 1st. Repair of benches, bleachers, and picnic tables will be considered extra work unless covered under the vandalism terms of the contract.

G. Horseshoe Pits

All horseshoe pits will be repaired, repainted and sand added during the month of May. Contractor will inspect and insure that all stakes are safe and in place for horseshoe play all year round. Work outside of the above shall be considered extra work.

H. Jensen Family Grove

Special attention will be paid to this picnic area at Antioch Community Park to ensure clean tables and barbecues all year long. Landscaped areas around the picnic area will be kept clean and weed free.

I. Sports Fields

All baseball and softball field fencing will be maintained to reduce the curling at the bottom edge of the

fence, to prevent loose and damaged fabric. Fence damage by vandalism will be done under the vandalism repair terms of the contract.

Contractor will bring in and mix in one-hundred yards of clay cinder mix for the infields. The City will provide the list of infields that will have material added to them during the renovation process. When crushed granite is required, if there is a difference in cost, the City will pay the cost difference per yard.

Annually, as extra work, the Contractor will remove any change in elevation from the infield to the outfield, typically caused by dragging the infield. This work will be completed at the time of field renovations for each field. Work to be performed will include, but not limited to, cutting of sod, removing excess material, and relaying sod.

- J. At least one time a week areas will be raked clean or vacuumed. Weekly all ribbons for balloons, strings, tape for signs, etc will be removed from the parks.
- K. Bocce Ball Courts at Chichibu Park will be inspected and cleaned weekly. Contractor will not have to provide routine court maintenance but keep the inside clean and safe.
- L. Garbage Cans; The contractor will be responsible for the labor and reporting of replacement garbage cans. The City will pay for and maintain and inventory of replacement garbage cans. The contractor will regularly monitor the condition of the cans and keep the City informed prior to any cans being removed.
- M. It will be the Contractors responsibility to replace any missing or defective wood or wood substitute material throughout the Park system and will be considered extra work. This shall include but not be limited to benches and sports field back stops.

Performance Standards and Inspections

The Contractor shall perform and maintain facilities to reasonable standards generally described below. The contractor shall perform the items listed below In addition to the tasks scheduled above, :

Turf

Turf will be healthy with an even surface and uniform, green color. Turf will not exhibit bare spots and will be weed and pest-free.

Flower Beds, Shrubs and Ground Cover

Bedding areas will contain healthy plants. These areas will be free of litter, weed and pest-free, including, shopping cart, and other debris. Dead heads, blank spots, and other defects will not detract from the decorative nature of the plantings. Shrub beds, ground cover and hedges will contain healthy plants. These areas will also be litter, weed and pest free. Beds, ground cover and hedges will be maintained to provide secondary functions such as barriers, animal habitat or dust and erosion control. All shrubs, ground cover and hedges will be trimmed, pruned or otherwise maintained to achieve designed form.

Paved Surfaces

Paved surfaces may include pathways and other areas topped with asphalt or concrete. These areas will have smooth surfaces, the following conditions: graffiti, raveling, cracking, potholes and other significant defects shall be reported to the City immediately. Pathways and other paved areas will be free of weeds, debris, and litter.

Unpaved Surfaces

Unpaved surfaces may include pathways, or other areas covered with porous paving materials. Graffiti and other vandalism, holes and washouts shall be reported to the City immediately. All unpaved surfaces will be free of weeds, debris and litter.

Water Features

Water features will be clean and debris-free. Structures may require monitoring, up to three times daily as conditions dictate.

Irrigation Systems

Irrigation systems will deliver optimum water to each plant type at the lowest cost with maximum resource conservation. The contractor shall report any deficiencies, other than routine repairs and maintenance relative to irrigation, to the City immediately.

PERFORMANCE STANDARDS AND INSPECTION CRITERIA - TURF

Turf will be healthy with an even surface and uniform, green color. Turf will not exhibit bare spots and will be weed and pest-free. Repairs necessary due to wear and tear from sports activity and high traffic shall be considered extra work.

TASK	MEETS STANDARD	NEEDS IMPROVEMENT	UNSATISFACTORY
Mowing	Even cutting to specified height, complete coverage, neat cutting, and growth kept off pavement. No visible signs of the following: scalping or ragged cutting; significant clippings;. No dumping into storm drains.	Under 5% of turf area fails to meet standards	Greater than 5% of turf area fails to meet standards
Fertilize	Turf shows no burning or uneven growth patterns. All excess material cleaned up and removed from site.	Less than 5% of turf exhibits uneven growth or color. Excess material not cleaned up.	Any burning or areas of uneven growth or color greater than 5% of area
Irrigate	Turf even, deep green color. Healthy growth evident. No standing water or over-watered areas.	Less than 5% of turf exhibits browning or lack of vigorous growth.	More than 5% of turf exhibits browning or lack of vigorous growth.
Pest control	No evidence of pest infestations.	Less than 5% of turf exhibits evidence of infestation.	More than 5% of turf exhibits evidence of infestation.
Weed control	Turf areas weed-free	Less than 5% of turf exhibits weed growth.	More than 5% of turf exhibits weed growth. Designed turf type loses ground to invasive species.
Litter control	No visible litter. Seasonal leaf-fall removed.	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards
Edge	Edges neatly trimmed. Cuttings removed from surrounding areas.	Small areas untrimmed. Some cuttings visible after edging.	More than 5% of edging area is overgrown or significant amounts of cuttings are left behind after work.
Trim	Turf around sprinkler heads, boxes and other appurtenances trimmed to maintain accessibility and full functionality.	Minor overgrowth around boxes, heads or other appurtenances.	Sprinkler heads obstructed or coverage reduced. Inability to locate or access boxes and other appurtenances.
Top dress	No apparent ruts, holes or uneven turf areas.	Minor ruts, holes or other uneven surfaces. Minor overfilling < 1".	Large ruts, holes or irregular surface over areas larger than 2' x 2'. Significant overfilling > 1".

PERFORMANCE STANDARDS AND INSPECTION CRITERIA - FLOWERS, GROUND COVER AND SHRUB BEDS

Bedding areas will contain healthy plants. These areas will be free of litter, weeds and pest-free, including, shopping cart, and other debris. Dead heads, blank spots, and other defects will not detract from the decorative nature of the plantings. Shrub beds, ground cover and hedges will contain healthy plants. These areas will also be litter, weed and pest free. Beds, ground cover and hedges will be maintained to provide secondary functions such as barriers, animal habitat or dust and erosion control. All shrubs, ground cover and hedges will be trimmed, pruned or otherwise maintained to achieve designed form.

TASK	MEETS STANDARD	NEEDS IMPROVEMENT	UNSATISFACTORY
Pruning	Shrubs retain correct species' form or designed hedge shape. No damaging cuts or over-grown conditions.	Minor over-growth in less than 5% of area.	Over-growth in more than 5% of area. Damage to plants from non-standard pruning practices.
Trimming and mowing	Ground cover within bed area. No over growth. No scalped areas.	Under 5% of bed fails to meet standards	Greater than 5% of bed fails to meet standards
Irrigation	Adequate irrigation to sustain healthy, vigorous plant growth	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards
Weed and pest control	No visible weeds. No evidence of pest infestation.	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards
Fertilize	Healthy, vigorous plant growth; good bloom production for species	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards
Clean up and litter control	No weed growth, visible litter. No seasonal leaf-fall. Maintain sharply defined bed edge.	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards

PERFORMANCE STANDARDS AND INSPECTION CRITERIA - TREES

TASK	MEETS STANDARD	NEEDS IMPROVEMENT	UNSATISFACTORY
Pruning	Street and Sidewalk clearance is met per contract specification.	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards
Staking & Tying	Proper staking per standard horticulture practices is maintained at all times.	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards
Staking	Tree stakes that are broken are removed and replaced as necessary Also tree stakes shall be removed when the stakes are no longer needed to support the tree	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards
Trim	Trees will be kept skirted to 14' in roadway areas and 9' in pedestrian areas so low branches do not provide an obstruction to pedestrians or traffic.	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards

PERFORMANCE STANDARDS AND INSPECTION CRITERIA - PAVED SURFACES

Paved surfaces may include pathways and other areas topped with asphalt or concrete. These areas will have smooth surfaces, the following conditions: graffiti, raveling, cracking, potholes and other significant defects shall be reported to the City immediately. Pathways and other paved areas will be free of weeds, debris, and litter.

TASK	MEETS STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
Clean walks, stairs, retaining walls and gutters.	All hard surfaces free of litter, debris and tripping hazards. Hazardous conditions blocked from public access and reported to City Designee. Pavement problems reported to City Designee.	Minor litter or debris on 5% of paved area or less.	Significant litter or debris on more than 5% of paved area. Unsecured or unreported hazards or pavement problems.
Weed control	Weed-free.	Weeds on 1% or less of paved surface.	More than 1% of paved surface shows weed growth.

PERFORMANCE STANDARDS AND INSPECTION CRITERIA - UNPAVED HARD SURFACES

Unpaved surfaces may include pathways, or other areas covered with porous paving materials. Graffiti and other vandalism, holes and washouts shall be reported to the City immediately. All unpaved surfaces will be free of weeds, debris and litter

TASK	MEETS STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
Inspect and Report Deficiencies	No tripping hazards.	Hazards have not been reported, on 5% of unpaved hard surface or less.	Significant surface irregularities exist on more than 5% of unpaved hard surface. Uncontrolled and hazardous conditions exist.
Litter control and minor surface treatment	Litter-free and stable surface	Minor litter on less than 5% of hard surface.	Litter on more than 5% of hard surface.
Weed control	Weed-free.	Weeds on 5% or less of hard surface.	More than 5% of hard surface shows weed growth.

PAYMENTS AND DEFAULTS

General – the City is soliciting for a service rendered contract. The Contractor shall not be paid for Park Maintenance Services not rendered to any part of the Park. It is the Contractor's responsibility to ensure sufficient labor is committed to the Parks to complete objectives set forth in the Schedule of Park Maintenance Services.

A. Inspections

1. The City shall provide a representative to evaluate Park Maintenance Services performed on a regular occurrence. Inspections will be ongoing daily. By the 25th of each month, the Contractor shall submit proposed schedule for the next month's work with specific locations, times, dates, and services to be provided.
2. The City will require the Contractor, or his local authorized representative, to ride along on inspections as requested. A punch list will be provided by the City corresponding to the inspection results.
3. The Contractor shall arrange for the Contractor's representative to accompany the City or designated representative on the inspection tour of the Park areas once each month if requested. The purpose of the inspection tours shall be to evaluate the effectiveness, adequacy and acceptability of the Contractor's performance in maintaining the Parks in accordance with the provisions of this agreement. The Park representative may, during his monthly inspections, identify and communicate to the Contractor's representative, areas of unsatisfactory work or of inadequate performance by the Contractor. The Contractor shall correct such identified unsatisfactory work or inadequate performance within seventy-two (72) hours and shall submit a written report reflecting such correction. Unsatisfactory work may result in a reduction in payment to the Contractor. Each subsequent re-inspection will result in a greater reduction in payment until the areas have been satisfactorily reworked and brought up to standard. Re-inspections costs may be assessed in the form of liquidated damages. The City or designated representative has the exclusive right to make the decision as to whether or not the Contractor's maintenance meets the standards of the City. All reductions in payment to the contractor will be final and at the sole discretion of the City's designated representative.
4. Three months before the conclusion of this Park contract the following inspections shall take place.
 - i. (90 days) – irrigation main line checks for ruptures or leakage. No visible leaks shall be accepted.
 - ii. (60 days) – automatic controller, valve control and sprinkler coverage efficiency test. Note: main waterline must be accepted before efficiency test is performed.
 - iii. (30 days) – walk through with new Contractor, if applicable, to evaluate condition of Parks, provide a punch list to be completed by end of contract date.

B. Payments

1. Payment for work done shall be done on a monthly basis for the previous month's work. Contractor shall submit monthly invoices for one-twelfth (1/12) of the yearly Contract amount, or as mutually agreed upon. Contractor shall submit all invoices by email and in PDF format. All required paperwork and work reports will accompany the monthly billing also by email and in PDF format. Before payment is authorized the Contractor's representative and a City representative may conduct an inspection of the Parks. To this end, the monthly billing needs to be complete and turned in on time. The City or designated representative and Contractor will schedule the date for turning in the bills, reports, and scheduling the inspection time. Discounts will not be lost due to late billing or Contractor delays in scheduling the monthly inspection. Work not completed to the satisfaction of the City or his designee will result in no payment or a partial payment for work done in that park that month. Payment will be withheld, reduced or deleted until satisfactory completion of maintenance task, including deductions of any liquidated damages assessed.

2. Payment may be withheld and the Contractor notified for failure to submit to the City either one of the following documents required: Monthly Maintenance Schedule, Pest Control Recommendations and Monthly Summary of Pesticide Use Report to the County Agricultural Commissioner's office. Resubmittal will also be required if invoices are improperly coded.
3. Payment may be withheld, and invoices returned for noncompliance with Schedule of Park Maintenance Services.
4. Payment may be withheld or reduced, and invoices returned to Contractor for Parks that do not have a neat and healthy growing landscape appearance.
5. The City will make payment within thirty (30) days from the date the City receives the bill assuming services have already been rendered. If the maintenance work does not meet the Specifications and is deemed unsatisfactory by the City or designated representative, the City will notify the Contractor within ten (10) days from the date the City receives the bill and the bill will be returned to the Contractor. The Contractor can resubmit the bill when the corrective work is completed to the satisfaction of the City or designated representative and the thirty (30) day payment cycle will start from the date the bill is resubmitted and received by the City. The City does offer a special payment plan within fifteen (15) days from the date the City receives the bill, for a 2% discount taken off of the billing statement.
6. The above stated payment schedule shall also be applicable to invoices for additional service requests that exceed the agreed upon date for completion.
7. If two (2) successive monthly invoices are returned to the Contractor because the maintenance work does not meet the Specifications and is deemed unsatisfactory to the City or designated representative, the City may implement default procedures.
8. All invoices and billings submitted from the contractor must be in the layout and format as requested by the City. The contractor will be required to reference specific parks and account numbers as directed.

C. Liquidated Damages and Default Procedure

General – Diligent Execution of Work; Liquidated Damages; Termination of Contract for Failure to Execute Work Diligently.

Diligence in maintaining parks: It is agreed that unless the Contractor pursues diligently the work outlined in these specifications and completes the work under the Schedule of Park Maintenance Services outlined in this proposal, the City and its parks shall suffer damages. Therefore, as a material part of this contract, the Contractor shall diligently pursue and complete all work specified herein. In the event the City determines that the work is not being pursued with diligence, as evidenced by the Parks not being maintained in accordance with the Specifications, the City may notify the contractor and assess liquidated damages, of the area or areas of deficiency. The Contractor thereafter shall have five (5) working days from the time they are notified in which to comply with the City's deficiency letter. In the event there is non-compliance within the five (5) working days, the Contractor agrees to pay Liquidated Damages in the amount of \$500.00 per day until the deficiency is corrected. Furthermore, if there is compliance, but thereafter the work is again not pursued diligently, the City reserves the right to implement Liquidated Damages as described above or choose from the following two options: i) utilize City resources to complete the work and bill the contractor for all costs, including administration; ii) utilize other Contractor services and bill for services and administrative fees.

Re-inspection of scheduled work: In the event the City determines that the work is not being maintained in accordance with the Contractor's monthly schedule showing specific locations, times, and days; the City may notify the contractor and assess liquidated damages for the cost of re-inspection in the amount of \$150.00 per day for completing each item of scheduled work. If the Contractor is unable to meet the monthly schedule provided to the City, he should immediately notify the City and re-submit an updated schedule to avoid daily liquidated damages for re-inspection costs. The Contractor may be assessed a maximum of \$1,000 a day for liquidated damages related to re-inspection costs per day for each scheduled item of work found to be in non-compliance.

1. Default - A Contractor who has failed to provide satisfactory landscape maintenance services in two (2) successive months shall be referred to the City Attorney to default the contract (refer to Payments & Defaults -B7).
2. Re-inspection - In addition, in the event the City or designated representative finds that the Parks have not been maintained in accordance with the specifications herein and additional inspections of the Parks are needed to ascertain if there has been compliance with the Specifications, the Contractor shall pay to the City the sum of one-hundred and fifty dollars (\$150.00) for each such inspection, which sum shall be retained from the progress payments otherwise due the Contractor. In addition, the payment to the contractor may be reduced or deleted for work not completed during the respective month.
3. Processing Penalty – For every month that payment must be withheld for liquidated damages, penalties, or other lack of diligence in performing this contract, the Contractor shall pay a \$250.00 processing fee per month.

D. Default Procedure

General – Diligent Execution of Work; Termination of Contract for Failure to Execute Work Diligently.

As a material part of this contract, the Contractor shall diligently pursue and complete all work specified herein. In the event the City determines that the work is not being pursued with diligence, as evidenced by the Parks not being maintained in accordance with the Specifications herein or otherwise, the City shall inform the Contractor, in writing, of the area or areas of deficiency. The Contractor thereafter shall have five (5) working days in which to comply with the City's deficiency letter. In the event there is non-compliance within the five (5) working days, or if there is compliance but thereafter the work is again not pursued diligently, the City shall have the right to implement one of the following three options: i) utilize City forces to complete the work and bill the contractor for all costs, including administration; ii) utilize other Contractor services and bill for services and administrative fees; iii) utilize City forces to complete the work and notify Contractor's Bonding Company of intent to bill for services rendered; iv) Proceed with termination of the entire contract There will be no second chances.

1. A Contractor who has failed to provide satisfactory landscape maintenance services in two (2) successive months shall be referred to the City Attorney to default the contract (refer to Payments & Defaults -B7).
2. In addition, in the event the City or designated representative finds that the Parks have not been maintained in accordance with additional inspections of the Parks to ascertain if there has been compliance with the Specifications, the Contractor shall pay to the City the sum of seventy-five dollars (\$75) for each such inspection, which sum shall be retained from the progress payments otherwise due the Contractor. In addition, the payment to the contractor may be reduced or deleted for work not completed during the respective month.

REPLACEMENTS AND EXTRA WORK

General – the preceding chapters in these Specifications have been written to provide Park Maintenance Services that will keep the City of Antioch's Parks in a healthy and neat appearance year-round. The following items listed will clarify other Park maintenance and material requirements that may not be included elsewhere in these Specifications.

A. Typical replacement cost to be assumed by the Contractor:

1. Damaged plant material, due to the Contractor's maintenance practices, work performance or non-performance of services. Replacement standards shall be new

- container plants and shall be equal in size to the remaining growth in the ground or the surrounding existing mature size in the adjacent landscape area.
- 2. Top dressing material such as decorative bark for planter and formal landscaped areas.
- 3. Tree and shrub water basins, including organic mulching spread to the drip-lines of the vegetation.
- 4. Irrigation refer to Irrigation Systems page 15..

B. Extra Work

General – it shall be City policy to approve all extra work for the Contractor prior to beginning any landscape repairs or services that are not a part of this contract. The City or designated representative, and the Contractor will agree to the extent of repairs for materials, maximum allowable labor and final acceptance to any repair or service performed by the Contractor.

From time to time, the City or designated representative will make very specific requests for work from the Contractor. Because these requests may originate from concerns of City officials or City residents, the Contractor must understand that time is of the essence for completion whether the work is part of regular maintenance or extra work in nature.

It is the City's intent the Contractor shall be responsible to perform any extra work requested. These requests shall be made in writing and will identify by calendar date a time frame in which work needs to be completed as agreed upon by the Contractor.

- 1. Extra work can include:
 - i. Irrigation Augmentations – before any additions are made to irrigation systems, the Contractor must provide engineering design figures to the City or designated representative to justify pipe size and valve size. The City or designated representative may also require manufacturer's Specifications on heads to be used.
 - ii. Vandalism over \$160.00 or approximately 4 hours in labor at the assumption of \$40,00/hour.
 - iii. Maintenance of large trees that cannot be pruned with a pole saw and ladder.
 - iv. Maintenance and repair of paved areas, driveways and walks.
 - v. New planting and other special services or repairs.
 - vi. Major fence repair or replacement.
 - vii. Sports field rehabilitation
- 2. Billing for Extra Work
Extra work that has been approved by the City's designated representative shall be billed on a separate invoice in duplicate and is not to be included on the invoice with the monthly payment. The invoice for extra work shall show the exact location of the work, including the name of the Park and account codes. It shall list the materials used with their unit price and total cost, the amount of time required to do the job and the cost for labor, providing that labor is chargeable to this extra work. If labor is allowed, travel time will not be counted, as it shall be understood by the Contractor that all work originates within the limits of the City of Antioch.
- 3. Extra Work Charges
All extra work may be paid based on personnel and equipment scale supplied in contract. Extra work shall generally be limited to specific materials and labor necessary to perform work. Additional overhead and ordinary equipment, vehicles, small tools, and common supplies such as gasoline shall not be invoiced unless otherwise approved.
- 4. Given to present economic times or drought conditions the City may find it necessary to reduce or increase service such as add or remove a park from the maintenance program. The city and contractor will meet and negotiate cost cutting measures if this should be the case.
- 5. Up to an additional \$300,000 may be added to the P.O. and contract in case additional work or services are requested by the City. The \$300,000 add to the purchase order is not any indication of extra work promised to the contractor and is only in placed so that if

services are requested there is a financial payment program in place. At this time the City has no plans for any additional work.

WORKMANSHIP, QUALITY AND APPEARANCE LEVEL

- A. It is the intention of the City to require the highest level of quality in Park Maintenance compatible with standard practices as specified by the landscape maintenance details of this agreement.
- B. The Contractor shall ensure that all work under this agreement is supervised by Contractor-employed supervisory personnel who are technically qualified and possess management skill required to implement modern methods and newly developed horticulture procedures. Supervisory personnel must be able to demonstrate experience in managing jobs of an equal size and nature. A graduate Horticulturist, a certified Water Auditor and a Turfgrass Consultant will be made available by the Contractor, at no fee and upon request, for review and modifications to any existing program to meet the changing site conditions.
- C. The Contractor shall ensure that all work under this agreement is performed by fully qualified, experienced personnel directly employed by the Contractor. Additionally, the Contractor shall ensure that Contractor's employees are personally presentable at all times, and that such employees wear an appropriate uniform shirt, acceptable to the City or designated representative, containing Contractor's identification, when such employees are performing services under this agreement.
- D. The Contractor shall be responsible for the skills, methods, appearance and action of Contractor's employees and for all work done. The Contractor shall instruct all of Contractor's employees that they are not required to respond to questions, suggestions or instructions from City employees other than the City designated representative. The Contractor's employees shall be capable of answering general questions as presented by the general public in the field.
- E. The Contractor shall perform the work provided for in this agreement under the direction of the City or designated representative. The City or designated representative may make inspections at any time and may request that the Contractor perform additional work or services to bring Contractor's performance to the level required by this agreement. The Contractor shall cooperate with any representative designated by the City to enable said City to determine the Contractor's conformity with the provisions of this agreement and the adequacy of the work being performed.
- F. The Contractor's vehicles shall be identified with Company name, vehicle number, and/or logo and phone number.
- G. The Contractor must be able to demonstrate that all SB198 requirements for safety of employees are in place at time of bid. This includes proper traffic delineation and pesticide use information.

MATERIALS

- A. The Contractor shall submit a list to the City or designated representative of the materials that the Contractor proposes to use for the work. The list shall include the chemical analysis, recommended usage and any other pertinent data by the manufacturer of the material. Said list shall be submitted by email in a PDF format before any use of any product pursuant to the provisions of this agreement. Similar listing of changes in materials proposed for use by the Contractor shall be submitted prior to use of the products.
- B. The following shall apply to the materials indicated:
1. Water shall be provided by the City at each site.
 2. Fertilizers shall be complete, furnishing the required percentage of nitrogen, phosphoric acid and potash to keep lawns, trees, shrubs and other plants in a healthy and vigorous growing condition.
 3. Insecticides, fungicides, herbicides and rodenticides shall be of the best quality obtainable, properly labeled with guarantee analysis, and brought to each job site in the manufacturer's original container.
 4. Tree stakes, tree ties and guy wires shall be of materials matching those existing on a work site, or as specified by the City or designated representative.
 5. Replacement trees, shrubs, ground cover and other plants shall be of a size, condition and variety specified by the City or designated representative. All material shall be inspected by the City prior to installation.
 6. Lawn seed for reseeding shall be a certified mixture of a perennial rye grass, bluegrass and fine fescue. All seed mixes must be approved by the City representative prior to use.
 7. Irrigation replacement parts shall be of the highest quality, name brand, and approved by City or designated representative.

III. BID SUBMITTAL – BID NO. 988-0312-19E - PARK MAINTENANCE

Company Name: _____

Contact Name: _____

Contact Email: _____

Contact Phone: _____

All park sites are to be bid separately. The price shall include all provisions of the Park Maintenance Bid No. 988-0312-19E request for proposal as specified within the contract made on a per year basis for the term of the five year contract.

Note: Bid amounts must be entered for each year. Failure to provide a bid amount for any item will be considered non-responsive and will result in disqualification without recourse.

In compliance with the annexed notice inviting sealed proposals, the submitter hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of Worker's Compensation Insurance and all payroll taxes on such labor) to complete this job as per the specifications as herein described in accordance with the special provision thereof, and agrees to enter into a contract thereof, at the quoted prices.

TOTAL FOR ALL 33 PARKS FOR ALL 5 YEARS: \$ _____

1. **Almondridge Park** _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

2. **Antioch Community Park** _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

3-A. **Antioch Community Center** _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

3-B. **Antioch Water Park - Inside** _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

3-C. **Antioch Water Park - Outside** _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

4. Canal Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

5. Chaparral Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

6. Chichibu Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

7. City Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

8. Contra Loma Estates Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

9. Country Manor Park & Ext. _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

10. Dallas Ranch Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

11. Deerfield Mini Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

12. Diablo West Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

13. Eaglesridge Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

14. Fairview Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

15. Gentrytown Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

16. Hansen Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

17. Harbour Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

18. Heidorn Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

19. Hillcrest Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

20. Jacobsen Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

21. Knoll Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

22. Marchetti Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

23. Markley Creek Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

24. Meadow Creek Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

25. Meadowbrook _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

26. Memorial Tree Grove _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

27. Mira Vista Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

28. Mira Vista Hills Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

29. Mountaire Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

30. Nelson Ranch Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

31. Prosserville Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

32. Village East Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

33. Williamson Ranch Park _____ **Total**
Year 1 _____ Service from 07/01/19-06/30/20
Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

TOTAL FOR ALL 33 PARKS FOR ALL 5 YEARS: \$ _____

PARK MAINTENANCE BID NO. 988-0312-19E

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 submitted 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. 988-0312-19E
1201 W 4TH STREET
ANTIOCH, CA 94509

**PARK MAINTENANCE BID NO. 988-0312-19E
CERTIFICATION OF SUBMITTER'S EXPERIENCE AND QUALIFICATIONS
PROJECT / CONTRACT REFERENCE #1**

Contractor is required to submit proof that they can perform services at a high level of quality on a project/contract of the size and type the City is putting out for consideration. Contractor is required as a condition of bidding the project to list two project/contract references.

Project Name: _____

Address: _____

Dates Project Area Serviced: Beginning: _____ To: _____

Owner / Managing Agency: _____

Owner/ Representative on site: _____

Telephone Number: _____

Total Monthly Labor Hours: _____

Type of Project: _____ Total Acreage of Project: _____

Types of services performed:

Check "yes" if service is provided by your company's staff, or "no" if service is not provided by your company's staff.

Irrigation Maintenance (Spray)	[] YES	[] NO
Irrigation Maintenance (Drip)	[] YES	[] NO
Arboricultural Services (Trees)	[] YES	[] NO
Herbicide Applications (Landscaped Areas)	[] YES	[] NO
Herbicide Applications (Turf Areas)	[] YES	[] NO
Insecticide Applications (Landscaped Areas)	[] YES	[] NO
Insecticide Applications (Turf Areas)	[] YES	[] NO
Litter Removal	[] YES	[] NO
Annual Color Planting	[] YES	[] NO
Tree, Shrub and Ground Cover Installation	[] YES	[] NO
Fertilization	[] YES	[] NO
Restroom Facilities	[] YES	[] NO
Sports Field Rehabilitation	[] YES	[] NO

The undersigned (contractor) authorizes the City of Antioch to confirm the information provided herein and inquire about the quality of their related performance. The City will be the sole judge if the contractor meets this requirement. By placing a bid for consideration, the contractor is agreeing to these terms/conditions.

Bidder's Company Name: _____

Print Name and Title: _____

Date and Signature: _____

**PARK MAINTENANCE BID NO. 988-0312-19E
CERTIFICATION OF SUBMITTER'S EXPERIENCE AND QUALIFICATIONS
PROJECT / CONTRACT REFERENCE #2**

Contractor is required to submit proof that they can perform services at a high level of quality on a project/contract of the size and type the City is putting out for consideration. Contractor is required as a condition of bidding the project to list two project/contract references.

Project Name: _____

Address: _____

Dates Project Area Serviced: Beginning: _____ To: _____

Owner / Managing Agency: _____

Owner/ Representative on site: _____

Telephone Number: _____

Total Monthly Labor Hours: _____

Type of Project: _____ Total Acreage of Project: _____

Types of services performed:

Check "yes" if service is provided by your company's staff, or "no" if service is not provided by your company's staff.

Irrigation Maintenance (Spray)	[] YES	[] NO
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Arboricultural Services (Trees)	[] YES	[] NO
Herbicide Applications (Landscaped Areas)	[] YES	[] NO
Herbicide Applications (Turf Areas)	[] YES	[] NO
Insecticide Applications (Landscaped Areas)	[] YES	[] NO
Insecticide Applications (Turf Areas)	[] YES	[] NO
Litter Removal	[] YES	[] NO
Annual Color Planting	[] YES	[] NO
Tree, Shrub and Ground Cover Installation	[] YES	[] NO
Fertilization	[] YES	[] NO
Restroom Facilities	[] YES	[] NO
Sports Field Rehabilitation	[] YES	[] NO

The undersigned (contractor) authorizes the City of Antioch to confirm the information provided herein and inquire about the quality of their related performance. The City will be the sole judge if the contractor meets this requirement. By placing a bid for consideration, the contractor is agreeing to these terms/conditions.

Bidder's Company Name: _____

Print Name and Title: _____

Date and Signature: _____

PARK MAINTENANCE BID NO. 988-0312-19E

NON COLLUSION AFFIDAVIT

THIS PAGE MUST BE RETURNED NOTARIZED

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

Bidder's Initials _____