



DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSAL

Park Maintenance

PROPOSAL NO. 988-0410-24

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

Release Date: February 29, 2024

Mandatory Pre-Proposal Meeting: March 13, 2024 at 10:00am

Proposals Due: April 10, 2024, by 2:00 P.M.

CITY OF ANTIOCH

NOTICE INVITING PROPOSALS, RFP NO. 988-0410-24 PARK MAINTENANCE SERVICES

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received until **2:00 pm, April 10, 2024** at 1201 W. 4th St. Antioch, CA 94509, for the furnishing to the City of Antioch ("City") of **Park Maintenance Services**.

Interested parties may obtain copies of the above captioned Request for Proposals ("RFP") at the City's website accessible at the following web address: www.antiochca.gov/rfps/ and the following boards: Construction Bidboard (Ebidboard) www.ebidboard.com, Dodge Data & Analytics www.construction.com, Marin Builders Association www.marinbuilders.com, Placer County Contractors Association & Builders Exchange Website: www.pccamembers.com, Bay Area Builders Exchange www.bayareabx.com, Peninsula Builders Exchange www.safetystar.org/safetystar, Builders' Exchange of San Joaquin <http://www.bxsi.org>.

Proposers 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 **mandatory** Pre-proposal Conference on **Wednesday, March 13th at 10:00am** 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.

The successful Proposer will be required to furnish the City with a Performance Bond equal to 100% of contract price, and a Payment Bond equal to 100% of the contract price, prior to execution of the Agreement.

All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in San Bernardino County for each craft or type of worker needed to execute the Agreement, copies of which are on file and will be made available to any interested party online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful Proposer at the job site. The successful Proposer, and all its subcontractor(s), shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Agreement, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No proposal will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the proposer and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Proposer's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under the Agreement and applicable law in its proposal.

The California Air Resources Board (“CARB”) implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations (“Regulation”) which are effective on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf>. Proposers are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 *et seq.* throughout the duration of the Project. Proposers must provide, with their proposal, copies of Proposer’s and all listed subcontractors’ most recent, valid Certificate of Reported Compliance (“CRC”) issued by CARB. Failure to provide valid CRCs as required herein may render the Proposal non-responsive.

The award of this contract is subject to available budget adequate to carry out the provisions of the proposed agreement including the identified scope of services. The City reserves the right to reject any or all proposals determined not to be in the best interest of the City.

**CITY OF ANTIOCH
REQUEST FOR PROPOSALS
RFP NO. 988-0410-24
PARK MAINTENANCE SERVICES**

I. BACKGROUND AND INTRODUCTION

The City of Antioch (“City”) is requesting proposals from qualified firms¹ licensed by the State of California with either a class A or C-27 contractor’s license for **Park Maintenance Services** (“Services”), which shall be provided under the general direction of the Parks Supervisor or his or her designee.

II. REQUEST FOR PROPOSALS

A. Scope of Services; Maintenance Services Agreement

The Services sought under this RFP are set forth in more detail in **Attachment “A,”** attached hereto and incorporated herein by this reference.

The City intends to enter into an agreement with the successful Proposer for the Services using the Maintenance Services Agreement (“Agreement”) form attached to this RFP as **Attachment “D”** and incorporated herein by this reference. Proposers should review the Agreement and be familiar with its terms. As part of the proposal, Proposers must agree to enter into the Agreement in the form attached as **Attachment “D”**.

B. Content and Format of Proposal

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be in the following order and shall include the following. Where specified, Proposers must use the forms provided by the City.

1. Executive Summary: (limit: 1 page) Summarize the content of your firm’s proposal in a clear and concise manner.
2. Table of Contents: (limit: 1 page)
3. Identification of Proposer: (limit: 1 page)
 - a. Legal name and address of the company.
 - b. Legal form of company (i.e. partnership, corporation).
 - c. If company is a wholly owned subsidiary of a “parent company,” identify the “parent company.”
 - d. Name, title, address, and telephone number of the proposed representative to contact concerning the Proposal Submittal.
 - e. California Business Entity Number
 - f. DIR Number
 - g. Contractor’s License Number
4. Staffing Resources: (limit: 1 page)
 - a. Firm Staffing and Key Personnel
 - (i) Provide the number of staff to be assigned to perform the Services and the discipline/job title of each on: (1) a regular work week (Mon—Fri), (2)

¹ Use of the term “firm” throughout this document shall mean individual proprietorship, partnership, limited liability company, corporation, or joint venture.

weekends, and (3) holidays, as well as your firm's capacity to provide additional personnel as needed.

- (ii) Identify three (3) persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual. If the Proposer is chosen as a finalist, these principal individuals must attend the interview and in-person presentation.
- (iii) Describe proposed team organization, including identification and responsibilities of key personnel. Please include one-page resumes.

b. Subcontractors/Subconsultants

- (i) The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor / sub-consultant that is anticipated to perform each function, if known at this time.

5. Fiscal Stability: (limit: 1 page - not including supporting documentation)

a. The Proposer should provide evidence of corporate stability including:

- (i) A current report from any commercial credit rating service such as Dunn and Bradstreet or Experian; or
- (ii) A letter from a financial institution stating a current line of credit; and

6. Experience and Technical Competence: (limit: 5 pages)

a. Experience

- (i) The Proposer shall provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.
- (ii) Describe the past experience of the staff to be assigned to perform the Services in performing similar services.
- (iii) The Proposer shall state the number of years the firm has conducted business. Proposer must have at least four (4) years' experience in providing the required scope of Services for public clients.
- (iv) Provide three (3) references regarding the Proposer's experience and performance performing similar services. Include the following information: (1) organization name, contact name, phone number, e-mail address; and (2) project size and description of services.
- (v) Describe the firm's local experience and knowledge of City's operations.
- (vi) Describe your existing customer service program: (1) how you would monitor customer satisfaction; and (2) how will complaints be resolved. Describe your plan for quality control.
- (vii) Describe your plan to ensure proper communication between your representative and the City's representative.
- (viii) Describe in detail your Safety Program.

b. Project Specific Experience

- (i) The Proposer shall provide a description of the three most relevant service contracts held by the firm within the last five years, one (1) page per project, to include:
 - (a) Role of the firm
 - (b) Dollar value of the services
 - (c) Description of services
 - (d) Staffing
 - (e) Duration of providing services
 - (f) Relationship to client
 - (g) Contact name, position, entity name, telephone number, fax number and e-mail address for each project.
- (ii) If any of the following has occurred, please describe in detail:
 - (a) Failure to enter into a contract once selected or awarded the contract.
 - (b) Withdrawal of a proposal as a result of an error.
 - (c) Termination or failure to complete a contract prior to the expiration of the contract.
 - (d) Debarment by any municipal, county, state, federal or local agency.
 - (e) Involvement in litigation, arbitration, or mediation. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or performance of services. Knowing concealment of any deficiency in the performance of a prior contract.
 - (f) Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
 - (g) Willful disregard for applicable rules, laws, or regulations.

Information regarding any of the above may, at the sole discretion of the City, be deemed to indicate an unsatisfactory record of performance.

c. Technical Competence

- (i) Inventory and description of all equipment to be used to perform Park Maintenance services. (i.e. motorized equipment such as, but not limited to: riding mowers, service trucks, dump trucks, skid steers, woodchippers, tree trucks, etc.)
- (ii) Ability to draw upon multi-disciplinary staff to address the Services requested in this RFP.

- 7. Proposed Method to Accomplish the Work: (limit: 2 pages) Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, goals of the City, and general functions required. Include a draft schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described in **Attachment "A,"** the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.
- 8. Fee Submittal: (must be submitted on the City's Fee Submittal forms/rate sheets included in **Attachment "B"**). Proposers must provide a total lump-sum, not-to-exceed fee

proposal for the full scope of Services using the City's Fee Submittal Forms, including lump sum, not-to-exceed fee proposals by park locations and service years. Proposers must also provide rates for Additional Work, on the applicable portion of the City's Fee Submittal form.

9. Proposer Acknowledgment Form: (must be submitted on the City's Proposer Acknowledgment Form included in **Attachment "B"**). Proposers must acknowledge that they have reviewed and agree to the City's form of Agreement, and have reviewed and can meet all insurance requirements and bonding requirements, without exception, using the City's Proposer's Acknowledgment Form.
10. Litigation: (limit: 1 page) Provide litigation history for any claims filed by your firm or against your firm related to the provision of any services in the last five (5) years.
11. Other Information: (limit: 1 page) This section shall contain all other pertinent information regarding the following:
 - a. Demonstration of record of staffing tasks efficiently and completing projects on time and within the allocated budget.
12. DIR Registration Form: (must be submitted on the City's DIR Registration form included in **Attachment "B"**). Proposers must sign and submit with their proposals the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein.
13. CARB – Fleet Certification: (must be submitted on the City's Fleet Certification form included in **Attachment "B"**.) Proposers must sign and submit with their proposals the Fleet Certification on the form provided, attesting to the facts contained therein.

C. Pre-Proposal Meeting

Proposers 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 **mandatory** Pre-proposal Conference on **Wednesday, March 13th at 10:00am** 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-proposal conference. Image and base maps delineating approximate service limits are **Attachment "B"**.

D. Selection Process

1. City will evaluate responsive proposals based on the following criteria:
 - a. Clarity and conformance of proposal to RFP.
 - b. Content of the proposal.
 - c. Proposer's experience and performance.
 - d. Team members' experience and performance.
 - e. Fee submittal.
 - f. Reference Checks.
2. Award, if made, will be made to the Proposer offering the most advantageous proposal after consideration of all evaluation criteria set forth above pursuant to the scoring table included below. An evaluation committee will be established by the City for purposes of scoring proposals. The City shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of the City after all factors have been evaluated.

EVALUATION CRITERIA	Weighted %
Fee Submittal	40%
Project Understanding – Good understanding of the Services; demonstrated knowledge of Services required; clear explanation and understanding of City's needs.	20%
Qualifications & Experience – Demonstration of parks maintenance service expertise and evidence of at least five (5) years' experience in performing similar work with strong references.	30%
Level of Effort – Initiative, effectiveness, responsiveness, level of effort, and completeness of the proposal indicating that the Proposer will provide the Services required.	10%

3. It is the City's intent to select the firm providing the best value to the City, as determined in accordance with this RFP. The City reserves the right to reject all proposals, select by proposal review only or interview as needed. Certain firms may be selected to make a brief presentation and oral interview after which a final selection will be made. The successful proposer will be selected on the basis of information provided in the RFP, in-person presentations, and the results of the City's research and investigation. Upon selection of a firm, the City intends to award a contract in the form attached to this RFP as Attachment "D". If the successful firm refuses to enter into the Agreement, the City, in its sole discretion, may proceed to award the Agreement to the next most qualified firm.
4. City staff will make the final recommendation to the City's governing body concerning the proposed Agreement. The City's governing body has the final authority to approve or reject the Agreement.

E. Protests

1. Protest Contents: Proposer may protest a contract award if the Proposer believes that the award was inconsistent with City policy or this RFP is not in compliance with law. A protest must be filed in writing with the City (email is not acceptable) within five (5) business days after receipt of notification of the contract award. Any protest submitted after 2:00 p.m. of the fifth business day after notification of the contract award will be rejected by the City as invalid and the Proposer's failure to timely file a protest will waive the Proposer's right to protest the contract award. The Proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.
2. City Review: The City will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. The City shall provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by the City relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this Section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

F. Proposal Schedule

The tentative schedule is as follows:

ACTION	DATE
Release of Request for Proposal	February 28, 2024
Mandatory Pre-proposal Meeting	March 13, 2024
Last Day to Submit Questions for Clarification received by the City on or before 2:00 pm	March 20, 2024
Clarifications Issued by City on or before 2:00 pm	March 27, 2024
Deadline for Receipt of Proposals submitted on or before 2:00 pm	April 10, 2024
Notification of Finalist(s)	April 19, 2024
Notification of Intent to Award	May 3, 2024
Recommendation of Award to City Council	May 14, 2024

The above scheduled dates are tentative, and City retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind City to award a contract for the above-described Services and City retains the sole discretion to cancel or modify any part of or all of this RFP at any time.

G. Submittal Requirements

1. General: It is strongly recommended that the Proposer submit proposals in the format identified in Section II.B to allow the City to fully evaluate and compare the proposals. All requirements and questions in the RFP should be addressed and all requested data should be supplied. The City reserves the right to request additional information which, in the City's opinion, is necessary to assure that the Proposer's competence, qualifications, number of qualified employees, business organization and financial resources are adequate to perform the Services according to the terms of the Agreement.
2. Preparation: Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform work of this type. Expensive bindings and promotional materials, etc., are not necessary or desired. However, technical literature that supports the approach to providing the Services and work plan should be forwarded as part of the proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of the proposal.
3. Site Examination: Proposers are encouraged to visit City and its physical facilities and determine the local conditions which may in any way affect the performance of the Services; familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the Services; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

4. Number of Copies: One original, with ink signatures, and two copies of the response to this Request for Proposal (RFP) must be **sealed** and must clearly display the Proposer's business name, and Proposal No.
5. Authorization: The proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Proposer.
6. Confidentiality of Proposal: Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by City and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 *et seq.*) until after either City and the successful proposer have completed negotiations and the agenda recommending approval of the Agreement has been published, or City has rejected all proposals. All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act. Furthermore, the City will have no liability to the Proposer or any other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City is not in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary", the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

7. Delivery: The proposal must be received pursuant to the following instructions no later than 2:00 pm local time, on or before *April 10, 2024*.

Proposals must be submitted physically to the Maintenance Center at 1201 W. 4th St. Antioch, CA 94509. Three copies: one original signed in ink and two copies must be **sealed** and must clearly display the Proposer's business name, and Proposal No.

Should a proposer find discrepancies in, or omissions from the specifications, or should proposer be in doubt as to their true meaning, proposer shall submit a formal request to the Public Works Department for an interpretation thereof prior to the Proposal opening to the attention of Derek Traya at dtraya@antiochca.gov. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposal documents, will be made only by an addendum published on the City's website and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations. **Technical questions or requests shall be submitted no later than March 20, 2024, and will be answered by March 27, 2024.**

Miscellaneous

8. Exceptions Certification to this RFP: In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the attached Agreement and, in particular, the insurance and indemnification provisions therein.
9. Amendments to Proposals: No amendment, addendum or modification will be accepted after a proposal has been submitted to City. If a change to a proposal that has been submitted is desired,

the submitted proposal must be withdrawn and the replacement proposal submitted to City prior to the proposal due date and time.

10. Cancellation of RFP: City reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.
11. Price Validity: Prices provided by Proposers in response to this RFP are valid for 90 days from the proposal due date. The City intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until any negotiations are complete and the contract is awarded.
12. No Commitment to Award: Issuance of this RFP and receipt of proposals does not commit the City to award a contract. City expressly reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or any part of this RFP.
13. Requests for Clarification: All requests for information and/or clarification must be emailed to the Parks supervisor, Derek Traya, at dtraya@antiochca.gov no later than 4:00 p.m., March 13, 2024. Answers to all questions will be published to the City's website at www.antiochca.gov/rfps/ on March 20, 2024 by 4pm. Each Proposer is responsible for ensuring that it has received all addenda, clarifications, supplemental information, and responses to questions prior to submitting a proposal; these will be signed and included with the rest of the submission.
14. Right to Negotiate and/or Reject Proposals: City reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of City, such action shall serve its best interests and those of the tax-paying public. The Proposers are encouraged to submit their best prices in their proposals, and City intends to negotiate only with the Proposer(s) whose proposal most closely meets City's requirements at the lowest estimated cost. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets City's requirements.
15. Non-Discrimination: The City does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, or gender in consideration for an award of contract.
16. Prevailing Wage: Proposers shall take cognizance of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. The Proposer must agree to fully comply with and to require its subcontractors/subconsultants to fully comply with such Prevailing Wage Laws..
17. Fleet Compliance: The City is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Proposers must submit, with their proposals, valid Certificates of Reported Compliance ("CRC") for the Proposer's fleet and for the fleet(s) of its listed subcontractors (including any applicable leased equipment or vehicles). Proposers must additionally complete and submit the Fleet Compliance Certification, included in the Proposal Documents. Failure to provide a CRC for the Proposer, and for all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the proposal non-responsive.

Publication Date of RFP: *February 21, 2024*

Attachment "A"

III. 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	46.75	801 James Donlon Blvd	Blythe Drive
3-A	Antioch Community Center	2.48	4703 Lone Tree Way	Deer Valley Road
3-B	Antioch Water Park - Inside	5.19	4701 Lone Tree Way	Hillcrest Avenue
3-C	Antioch Water Park - Outside	23.93	4701 Lone Tree Way	Hillcrest Avenue
4	Bay Miwok Meadows Park	4.88	5151 Trimonti Circle	San Martino Drive
5	Canal Park	6.03	3100 Gentrytown Drive	Curtis Drive
6	Chaparral Park	5.89	5200 Prewett Ranch Drive	Candlewood Way
7	Chichibu Park	6.16	3200 Longview Road	Acorn Drive
8	City Park	5	1000 A Street	10th Street
9	Contra Loma Estates Park	5	2800 Mahogany Way	Manzanita Drive
10	Country Manor Park	21	2800 Asilomar Drive	Carpenteria Drive
11	Dallas Ranch Park	7.99	1137 Prewett Ranch Drive	Mesa Ridge Drive
12	Deerfield Mini Park	6.12	4700 Deerfield Drive	Bucksin Drive
13	Diablo West Park	4.04	2000 Prewett Ranch Drive	Mokelumne Drive
14	Eagleridge Park	5.4	4200 Eagleridge Drive	Greystone Drive
15	Fairview Park	3	1100 Crestview Drive	Fairview Drive
16	Gentrytown Park	14	2800 Carmona Way	Monterey Drive
17	Hansen Park	5.81	5099 Hansen Drive	Nortonville Drive
18	Harbour Park	7.76	2900 Ashburton Drive	Lindley Drive
19	Heidorn Ranch Park	3.27	Vista Grande Drive	Lone Tree Way
20	Hillcrest Park	18	1300 Larkspur Drive	Sunflower Drive
21	Jacobsen Park	1.3	1600 Jacobsen Street	Hargrove Street
22	Julpun Park	8.22	5500 Sierra Trail Way	Summit Way
23	Knoll Park	5	5000 Country Hills Drive	Hillcrest Avenue
24	Marchetti Park	5	2500 Kendree Street	Delta Fair Boulevard
25	Markley Creek Park	4.06	3301 Summit Way	Sommersville Road
26	Meadow Creek Park	5	4707 Vista Grande Drive	Canada Valley Road
27	Meadowbrook Park	2.9	1300 Yellowstone Drive	Hillcrest Avenue
28	Memorial Tree Grove	0.5	Lone Tree Way	Hillcrest Avenue
29	Mira Vista Park	6.8	3000 S Francisco Way	Putnam
30	Mira Vista Hills Park	9.2	2000 Silverado Drive	Gentrytown Drive
31	Mountaire Park	5.1	2600 Sunset Lane	Fleetwood Drive
32	Nelson Ranch Park	9.5	4700 Wildhorse Road	Ridgeline Drive
33	Prosserville Park	1.6	1400 W 6th Street	M Street
34	Village East Park	3.77	2700 Gentrytown Drive	Johnson Drive
35	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
- Juneteenth
- 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

All plants that die or are 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) 24-hr 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. Emergency 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 in the parks are 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 \$200 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 or designee prior to beginning the work. For the purposes of this requirement, "individual item" will mean the quantity of one of any items. 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 \$50,000 and will be carried in the City's contingency as provided for in the contract. Illegal dumping shall not 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 in English.

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 as part of the regular park maintenance service and is not considered extra work

If vehicles are parked 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. Marchetti park shall be unlocked 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 for each park (each occurrence morning or evening) that is not unlocked or locked at the agreed upon times.

- 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
- 7) Chichibu Park- 3200 Longview Road
- 8) Country Manor Park- 2800 Asilomar Drive
- 9) Diablo West Park- 2000 Prewett Ranch Drive
- 10) Nelson Ranch Park- 4700 Wildhorse Road
- 11) Julpun Park- 5500 Sierra Trail Way
- 12) Antioch Water Park- 4701 Lone Tree Way

Contractor's Monthly Schedule

The Contractor shall submit a Monthly Maintenance 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 these specifications . 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 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.
- H. Irrigation repair reports

Schedule of Park Maintenance Services

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

The City or its designated representative may change requirements based upon seasonal or other considerations. Turf Grass height shall consistently 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. Start irrigation coverage checks. Flush system as required. – Contractor to supply documentation and status update in monthly report.

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

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. Fertilize starting the third week of February:
- G. Continue maintenance care per Specifications

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
- H. Fertilize all trees in non-ground cover areas. Schedule fertilizing with City representative for verification of product and coverage.
- I. Continue maintenance care per Specifications.

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. 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.
- H. Continue maintenance care per Specifications.

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. Fertilize starting third week of May:

- G. Horseshoe pit maintenance. All horseshoe pits will be repaired, repainted, and have sand added.
- H. 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. Trim ground covers away from buildings, fences, trees, and other features.
- B. Check young trees for proper deep watering. Supply irrigation as needed.
- C. Adjust watering times on controllers for hot summer periods.
- D. 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.
- G. Fertilize starting the third week of September.
- H. 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 a slow release 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 and report any damage to City
- 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
- C. Check drain grates, culverts, etc. and clear of debris.
- D. Proactive Irrigation checks and repairs in anticipation of Spring Irrigation
- 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.pdf \(antiochca.gov\)](http://antiochca.gov/Construction-Details.pdf) 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.pdf \(antiochca.gov\)](http://antiochca.gov/Construction-Details.pdf) 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 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 \$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 proposal 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. February, May, and Late September/Early October.
1. February – within the same week of aeration, apply a balanced fertilizer such as a sulfur coated, urea based 21-7-14 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, to promote a consistent healthy green appearance.
 2. May – apply a measured SRF fertilizer such as 24-3-12 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. Late September/Early October – use SRF 21-2-15 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 schedule 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 Proposer 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.

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.

Contractor shall trim any “suckers” and water shoots as part of ordinary pruning. Remove all trimmings from the job site the same day.

All trees must have the following height standards: Park trees (9’ clearance) and trees adjacent to streets or parking areas (14’ clearance).

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 the natural appearance will be retained. This work will be considered extra work.

All trees shall be inspected by the Contractor routinely (especially after every hard wind and/or rainstorm) 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 downed branches shall be removed by the contractor, within 24 hours of notification. All trees leaning due to wind, rain, vandalism, etc. shall be straightened and guyed as approved, if necessary.

All trees 25 feet in height or less which are downed by either natural or other causes shall be removed by the contractor and disposed of off-site. Tree stumps shall be ground to 18 inches below grade. The resulting hole shall be filled with a mixture of topsoil and 40% wood chips from the stump removal. The hole shall be backfilled to two to three inches above the surrounding grade to allow for settling. Contractor is responsible for any irrigation system damage resulting from the tree stump removal.

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 commercial grade detergent and disinfectant shall be used for cleaning. Contractor will provide the city with SDS sheets for all products used.) Walls and ceilings will be kept clean, free of cobwebs, 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 by 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. Plumbing access rooms will be kept clean and free of cobwebs. Contractor will notify the City of any leaks are detected in these rooms.
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. Playgrounds shall be pressure washed on a quarterly basis or as needed. 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.

- Sand play boxes will be topped off to proper levels, using playground grade sand, in the month of May.
 - City Park
 - Dallas Ranch
 - Diablo West
 - Heidorn
 - Marchetti
 - Markley Creek
 - Meadowbrook
 - Nelson Ranch

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 ensure 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 caused by vandalism will be done under the vandalism repair terms of the contract.

Floor drains in and around baseball fields will be inspected and cleaned on a routine basis.

Contractor will bring in and mix in 125 (one-hundred twenty-five) 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 and Bay Miwok Meadows Park will be inspected and cleaned weekly. Contractor will not have to provide routine court maintenance but keep the area 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 an 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, picnic tables, and sports field back stops.

N. Pet Stations

The contractor will be responsible for the labor and reporting of replacement pet stations. Contractor will keep pet stations stocked with Zero Waste Roll Bags, Universal Fit, or similar. Pet Stations with attached garbage cans will be checked daily and liners replaced as needed.

O. Skate Park at Antioch Water Park (Map 3-C)

The skate park shall be checked daily for trash, graffiti, and hazards. The bowls shall be blown or swept as needed to keep them free of debris. Graffiti shall be covered at the request of the City, using a gray paint approved by the City. However, any graffiti containing obscene, offensive or racist language or images shall be removed immediately. All hazards shall be reported to the City immediately.

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 carts, 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 overgrowth. 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 its 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 resubmit 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 that 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 place 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 and safety in Park Maintenance compatible with standard practices as specified by the landscape maintenance specifications 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 skills 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 maintenance 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, through contractor's IIPP and employee training records, that all SB198 requirements for safety of employees are in place at time of proposal. This includes proper traffic delineation and pesticide use information.

MATERIALS

- A. The Contractor shall submit a list to the City or designated representative for approval of all materials that the Contractor proposes to use for all maintenance work. As applicable, a materials list shall include but is not limited to the following: the chemical analysis, recommended usage and any other pertinent data by the manufacturer of the material. All materials lists shall be submitted by email in PDF format before any use of any product pursuant to the provisions of this agreement. Any changes in materials proposed for use by the Contractor shall be submitted prior to use of the products as well, for approval by the City.
- 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 guaranteed 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 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.

ATTACHMENT B**PROPOSAL SUBMITTAL FORMS**
PROPOSAL NO. 988-0410-24 PARK MAINTENANCE

The undersigned Proposer declares that it has carefully examined the locations of the proposed work, plans and specifications, special provisions and read the accompanying instructions to Proposers. The undersigned proposer 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. Proposer 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 proposer represents that he/she is competent, knowledgeable and has special skills on the nature, extent, and inherent conditions of the work to be performed. Proposer 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. Proposer 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 proposal conform to all requirements listed in this document and drawings? _____
If NO, explain non-conforming specifications in detail on separate sheet.

Proposer has completed and submits with its proposal all forms included in Attachment "B" of the RFP, as follows:

- I. Fee Submittal
- II Non-Collusion Declaration
- III. Proposer Acknowledgement
- IV. Fleet Compliance Certification
- V. DIR Certification

Proposer has addressed all Proposer submission requirements set forth in RFP, Section II.B, Content and Format.

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_____

Proposal must be submitted in a sealed envelope with the proposal number, closing date, DIR number, and time on the outside envelope. Proposal must include all completed proposal forms, and all other content requirements specified in the RFP.

DELIVER PROPOSAL SUBMITTAL TO:

CITY OF ANTIOCH PUBLIC WORKS
PROPOSAL NO. 988-0410-24
1201 W 4TH STREET
ANTIOCH, CA 94509

I. Fee Submittal

Fee Schedule

1.	Almondridge Park	Year 1	_____	Service from 07/01/24-06/30/25
		Year 2	_____	Service from 07/01/25-06/30/26
		Year 3	_____	Service from 07/01/26-06/30/27
		Optional:		
		Year 4	_____	Service from 07/01/27-06/30/28
		Year 5	_____	Service from 07/01/28-06/30/29
		TOTAL	_____	ALL FIVE (5) YEARS
2.	Antioch Community Park	Year 1	_____	Service from 07/01/24-06/30/25
		Year 2	_____	Service from 07/01/25-06/30/26
		Year 3	_____	Service from 07/01/26-06/30/27
		Optional:		
		Year 4	_____	Service from 07/01/27-06/30/28
		Year 5	_____	Service from 07/01/28-06/30/29
		TOTAL	_____	ALL FIVE (5) YEARS
3-A.	Antioch Community Center	Year 1	_____	Service from 07/01/24-06/30/25
		Year 2	_____	Service from 07/01/25-06/30/26
		Year 3	_____	Service from 07/01/26-06/30/27
		Optional:		
		Year 4	_____	Service from 07/01/27-06/30/28
		Year 5	_____	Service from 07/01/28-06/30/29
		TOTAL	_____	ALL FIVE (5) YEARS
3-B.	Antioch Water Park - Inside	Year 1	_____	Service from 07/01/24-06/30/25
		Year 2	_____	Service from 07/01/25-06/30/26
		Year 3	_____	Service from 07/01/26-06/30/27
		Optional:		
		Year 4	_____	Service from 07/01/27-06/30/28
		Year 5	_____	Service from 07/01/28-06/30/29
		TOTAL	_____	ALL FIVE (5) YEARS
3-C.	Antioch Water Park - Outside	Year 1	_____	Service from 07/01/24-06/30/25
		Year 2	_____	Service from 07/01/25-06/30/26
		Year 3	_____	Service from 07/01/26-06/30/27
		Optional:		
		Year 4	_____	Service from 07/01/27-06/30/28
		Year 5	_____	Service from 07/01/28-06/30/29
		TOTAL	_____	ALL FIVE (5) YEARS
4.	Bay Miwok Meadow Park	Year 1	_____	Service from 07/01/24-06/30/25
		Year 2	_____	Service from 07/01/25-06/30/26
		Year 3	_____	Service from 07/01/26-06/30/27
		Optional:		
		Year 4	_____	Service from 07/01/27-06/30/28
		Year 5	_____	Service from 07/01/28-06/30/29
		TOTAL	_____	ALL FIVE (5) YEARS
5.	Canal Park	Year 1	_____	Service from 07/01/24-06/30/25
		Year 2	_____	Service from 07/01/25-06/30/26
		Year 3	_____	Service from 07/01/26-06/30/27
		Optional:		
		Year 4	_____	Service from 07/01/27-06/30/28
		Year 5	_____	Service from 07/01/28-06/30/29
		TOTAL	_____	ALL FIVE (5) YEARS

6.

Chaparral Park

Year 1

Year 2

Year 3

Optional:

Year 4

Year 5

TOTAL

Service from 07/01/24-06/30/25

Service from 07/01/25-06/30/26

Service from 07/01/26-06/30/27

Service from 07/01/27-06/30/28

Service from 07/01/28-06/30/29

ALL FIVE (5) YEARS

7.

Chichibu Park

Year 1

Year 2

Year 3

Optional:

Year 4

Year 5

TOTAL

Service from 07/01/24-06/30/25

Service from 07/01/25-06/30/26

Service from 07/01/26-06/30/27

Service from 07/01/27-06/30/28

Service from 07/01/28-06/30/29

ALL FIVE (5) YEARS

8.

City Park

Year 1

Year 2

Year 3

Optional:

Year 4

Year 5

TOTAL

Service from 07/01/24-06/30/25

Service from 07/01/25-06/30/26

Service from 07/01/26-06/30/27

Service from 07/01/27-06/30/28

Service from 07/01/28-06/30/29

ALL FIVE (5) YEARS

9.

Contra Loma Estates Park

Year 1

Year 2

Year 3

Optional:

Year 4

Year 5

TOTAL

Service from 07/01/24-06/30/25

Service from 07/01/25-06/30/26

Service from 07/01/26-06/30/27

Service from 07/01/27-06/30/28

Service from 07/01/28-06/30/29

ALL FIVE (5) YEARS

10.

Country Manor Park & Ext.

Year 1

Year 2

Year 3

Optional:

Year 4

Year 5

TOTAL

Service from 07/01/24-06/30/25

Service from 07/01/25-06/30/26

Service from 07/01/26-06/30/27

Service from 07/01/27-06/30/28

Service from 07/01/28-06/30/29

ALL FIVE (5) YEARS

11.

Dallas Ranch Park

Year 1

Year 2

Year 3

Optional:

Year 4

Year 5

TOTAL

Service from 07/01/24-06/30/25

Service from 07/01/25-06/30/26

Service from 07/01/26-06/30/27

Service from 07/01/27-06/30/28

Service from 07/01/28-06/30/29

ALL FIVE (5) YEARS

12.

Deerfield Mini Park

Year 1

Year 2

Year 3

Optional:

Year 4

Year 5

TOTAL

Service from 07/01/24-06/30/25

Service from 07/01/25-06/30/26

Service from 07/01/26-06/30/27

Service from 07/01/27-06/30/28

Service from 07/01/28-06/30/29

ALL FIVE (5) YEARS

13. Diablo West Park

Year 1	_____	Service from 07/01/24-06/30/25
Year 2	_____	Service from 07/01/25-06/30/26
Year 3	_____	Service from 07/01/26-06/30/27
Optional:		
Year 4	_____	Service from 07/01/27-06/30/28
Year 5	_____	Service from 07/01/28-06/30/29
TOTAL	_____	ALL FIVE (5) YEARS

14. Eagleridge Park

Year 1	_____	Service from 07/01/24-06/30/25
Year 2	_____	Service from 07/01/25-06/30/26
Year 3	_____	Service from 07/01/26-06/30/27
Optional:		
Year 4	_____	Service from 07/01/27-06/30/28
Year 5	_____	Service from 07/01/28-06/30/29
TOTAL	_____	ALL FIVE (5) YEARS

15. Fairview Park

Year 1	_____	Service from 07/01/24-06/30/25
Year 2	_____	Service from 07/01/25-06/30/26
Year 3	_____	Service from 07/01/26-06/30/27
Optional:		
Year 4	_____	Service from 07/01/27-06/30/28
Year 5	_____	Service from 07/01/28-06/30/29
TOTAL	_____	ALL FIVE (5) YEARS

16. Gentrytown Park

Year 1	_____	Service from 07/01/24-06/30/25
Year 2	_____	Service from 07/01/25-06/30/26
Year 3	_____	Service from 07/01/26-06/30/27
Optional:		
Year 4	_____	Service from 07/01/27-06/30/28
Year 5	_____	Service from 07/01/28-06/30/29
TOTAL	_____	ALL FIVE (5) YEARS

17. Hansen Park

Year 1	_____	Service from 07/01/24-06/30/25
Year 2	_____	Service from 07/01/25-06/30/26
Year 3	_____	Service from 07/01/26-06/30/27
Optional:		
Year 4	_____	Service from 07/01/27-06/30/28
Year 5	_____	Service from 07/01/28-06/30/29
TOTAL	_____	ALL FIVE (5) YEARS

18. Harbour Park

Year 1	_____	Service from 07/01/24-06/30/25
Year 2	_____	Service from 07/01/25-06/30/26
Year 3	_____	Service from 07/01/26-06/30/27
Optional:		
Year 4	_____	Service from 07/01/27-06/30/28
Year 5	_____	Service from 07/01/28-06/30/29
TOTAL	_____	ALL FIVE (5) YEARS

19. Heidorn Park

Year 1	_____	Service from 07/01/24-06/30/25
Year 2	_____	Service from 07/01/25-06/30/26
Year 3	_____	Service from 07/01/26-06/30/27
Optional:		
Year 4	_____	Service from 07/01/27-06/30/28
Year 5	_____	Service from 07/01/28-06/30/29
TOTAL	_____	ALL FIVE (5) YEARS

20.

Hillcrest Park

Year 1

Year 2

Year 3

Optional:

Year 4

Year 5

TOTAL

Service from 07/01/24-06/30/25

Service from 07/01/25-06/30/26

Service from 07/01/26-06/30/27

Service from 07/01/27-06/30/28

Service from 07/01/28-06/30/29

ALL FIVE (5) YEARS

21.

Jacobsen Park

Year 1

Year 2

Year 3

Optional:

Year 4

Year 5

TOTAL

Service from 07/01/24-06/30/25

Service from 07/01/25-06/30/26

Service from 07/01/26-06/30/27

Service from 07/01/27-06/30/28

Service from 07/01/28-06/30/29

ALL FIVE (5) YEARS

22.

Julpun Park

Year 1

Year 2

Year 3

Optional:

Year 4

Year 5

TOTAL

Service from 07/01/24-06/30/25

Service from 07/01/25-06/30/26

Service from 07/01/26-06/30/27

Service from 07/01/27-06/30/28

Service from 07/01/28-06/30/29

ALL FIVE (5) YEARS

23.

Knoll Park

Year 1

Year 2

Year 3

Optional:

Year 4

Year 5

TOTAL

Service from 07/01/24-06/30/25

Service from 07/01/25-06/30/26

Service from 07/01/26-06/30/27

Service from 07/01/27-06/30/28

Service from 07/01/28-06/30/29

ALL FIVE (5) YEARS

24.

Marchetti Park

Year 1

Year 2

Year 3

Optional:

Year 4

Year 5

TOTAL

Service from 07/01/24-06/30/25

Service from 07/01/25-06/30/26

Service from 07/01/26-06/30/27

Service from 07/01/27-06/30/28

Service from 07/01/28-06/30/29

ALL FIVE (5) YEARS

25.

Markley Creek Park

Year 1

Year 2

Year 3

Optional:

Year 4

Year 5

TOTAL

Service from 07/01/24-06/30/25

Service from 07/01/25-06/30/26

Service from 07/01/26-06/30/27

Service from 07/01/27-06/30/28

Service from 07/01/28-06/30/29

ALL FIVE (5) YEARS

26.

Meadow Creek Park

Year 1

Year 2

Year 3

Optional:

Year 4

Year 5

TOTAL

Service from 07/01/24-06/30/25

Service from 07/01/25-06/30/26

Service from 07/01/26-06/30/27

Service from 07/01/27-06/30/28

Service from 07/01/28-06/30/29

ALL FIVE (5) YEARS

27.	Meadowbrook	Year 1	_____	Service from 07/01/24-06/30/25
		Year 2	_____	Service from 07/01/25-06/30/26
		Year 3	_____	Service from 07/01/26-06/30/27
		Optional:		
		Year 4	_____	Service from 07/01/27-06/30/28
		Year 5	_____	Service from 07/01/28-06/30/29
		TOTAL	_____	ALL FIVE (5) YEARS
28.	Memorial Tree Grove	Year 1	_____	Service from 07/01/24-06/30/25
		Year 2	_____	Service from 07/01/25-06/30/26
		Year 3	_____	Service from 07/01/26-06/30/27
		Optional:		
		Year 4	_____	Service from 07/01/27-06/30/28
		Year 5	_____	Service from 07/01/28-06/30/29
		TOTAL	_____	ALL FIVE (5) YEARS
29.	Mira Vista Park	Year 1	_____	Service from 07/01/24-06/30/25
		Year 2	_____	Service from 07/01/25-06/30/26
		Year 3	_____	Service from 07/01/26-06/30/27
		Optional:		
		Year 4	_____	Service from 07/01/27-06/30/28
		Year 5	_____	Service from 07/01/28-06/30/29
		TOTAL	_____	ALL FIVE (5) YEARS
30.	Mira Vista Hills Park	Year 1	_____	Service from 07/01/24-06/30/25
		Year 2	_____	Service from 07/01/25-06/30/26
		Year 3	_____	Service from 07/01/26-06/30/27
		Optional:		
		Year 4	_____	Service from 07/01/27-06/30/28
		Year 5	_____	Service from 07/01/28-06/30/29
		TOTAL	_____	ALL FIVE (5) YEARS
31.	Mountaire Park	Year 1	_____	Service from 07/01/24-06/30/25
		Year 2	_____	Service from 07/01/25-06/30/26
		Year 3	_____	Service from 07/01/26-06/30/27
		Optional:		
		Year 4	_____	Service from 07/01/27-06/30/28
		Year 5	_____	Service from 07/01/28-06/30/29
		TOTAL	_____	ALL FIVE (5) YEARS
32.	Nelson Ranch Park	Year 1	_____	Service from 07/01/24-06/30/25
		Year 2	_____	Service from 07/01/25-06/30/26
		Year 3	_____	Service from 07/01/26-06/30/27
		Optional:		
		Year 4	_____	Service from 07/01/27-06/30/28
		Year 5	_____	Service from 07/01/28-06/30/29
		TOTAL	_____	ALL FIVE (5) YEARS
33.	Prosserville Park	Year 1	_____	Service from 07/01/24-06/30/25
		Year 2	_____	Service from 07/01/25-06/30/26
		Year 3	_____	Service from 07/01/26-06/30/27
		Optional:		
		Year 4	_____	Service from 07/01/27-06/30/28
		Year 5	_____	Service from 07/01/28-06/30/29
		TOTAL	_____	ALL FIVE (5) YEARS

34. Village East Park	Year 1	_____	Service from 07/01/24-06/30/25
	Year 2	_____	Service from 07/01/25-06/30/26
	Year 3	_____	Service from 07/01/26-06/30/27
	Optional:		
	Year 4	_____	Service from 07/01/27-06/30/28
35. Williamson Ranch Park	Year 5	_____	Service from 07/01/28-06/30/29
	TOTAL	_____	ALL FIVE (5) YEARS
	Year 1	_____	Service from 07/01/24-06/30/25
	Year 2	_____	Service from 07/01/25-06/30/26
	Year 3	_____	Service from 07/01/26-06/30/27
	Optional:		
	Year 4	_____	Service from 07/01/27-06/30/28
	Year 5	_____	Service from 07/01/28-06/30/29
	TOTAL	_____	ALL FIVE (5) YEARS

PROPOSAL GRAND TOTAL FOR ALL 35 PARKS FOR ALL 5 YEARS:\$ _____

Written Five Year Proposal Grand Total Amount:_____

All park sites are to be bid separately. The price shall include all provisions of the Park Maintenance Proposal No. 988-0410-24 request for proposal as specified within the contract made on a per year basis for the term of the five-year contract.

Note: Proposal amounts must be entered for each year. Failure to provide a proposal 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 proposer 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.

RATES AND FEES FOR ADDITIONAL WORK – PARKS

LABOR	HOURLY RATE				
	FY25	FY26	FY27	FY28	FY29
Maintenance Worker	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr
Irrigation Technician	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr
Supervisor	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr
Emergency/Off Hour Response	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr
Other (describe):					
	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr
	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr
	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr
	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr
	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr

APPLICABLE EQUIPMENT					
Tractor with Implements (spreader, auger, aerator)	FY25	FY26	FY27	FY28	FY29
	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr
Spray Equipment	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr
Dump Truck	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr
Heavy Equipment	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr
Silt Seeder	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr
Other (describe):					
	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr
	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr
	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr
	\$ /hr	\$ /hr	\$ /hr	\$ /hr	\$ /hr

II. NON-COLLUSION AFFIDAVIT

PARK MAINTENANCE PROPOSAL NO. 988-0410-24

THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH

The contractor, 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 proposer, 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 proposer or public officer any sum of money, or has given or is to give to such other proposer 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 proposer or proposers, 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 Bids 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 proposer 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. As used herein "Bid" shall have the same meaning as "proposal".

NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me by:

This _____ day of _____, 20____

Notary Public

III. PROPOSER ACKNOWLEDGMENT FORM

REQUEST FOR PROPOSALS NO. 988-0410-24
FOR PARK MAINTENANCE (RFP)

To be awarded an agreement pursuant to this RFP, the successful Proposer must agree to enter into the City’s Maintenance Services Agreement, without exception, in the form attached to the RFP as **Attachment “D”**.

To be awarded an agreement pursuant to this RFP, the successful Proposer must procure and maintain the types of insurance with coverage limits complying, at a minimum, with the limits set forth in **Attachment “E”** to the RFP.

To be awarded an agreement pursuant to this RFP, the successful Proposer must provide payment and performance bonds in the amounts and complying with the requirements set forth the RFP and as further detailed in the Agreement, in the forms attached as Exhibit “F” to this RFP.

By signing this form, the Proposer certifies that (i) it has read, understands, and, if selected for award, will sign the Agreement in the form included in the RFP, without exception, and (ii) has read, understands and, if selected for award, will comply with the insurance requirements and payment and performance bond requirements, without exception, included in the RFP.

Failure to return this form may render the proposal nonresponsive.

Proposer Name: _____

Authorized Representative of Proposer:

Print Name: _____

Signature: _____

Date: _____

IV. FLEET COMPLIANCE CERTIFICATION

Proposer hereby acknowledges that they have reviewed the California Air Resources Board’s policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the “Regulation”). Proposer hereby certifies, subject to penalty for perjury, that the option checked below relating to the Proposer’s fleet, and/or that of their subcontractor(s) (“Fleet”) is true and correct:

- ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- ☐ Proposer and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Proposer shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Proposer shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- ☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Proposer:_____

Signature: _____

Name: _____

Title: _____

Date: _____

V. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information. No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Proposer hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.²

Name of Proposer: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

Unless Proposer is exempt pursuant to the small project exemption, Proposer further acknowledges:

1. Proposer shall maintain a current DIR registration for the duration of the Project.
2. Proposer shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the Project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the Proposal is non-responsive.

Name of Proposer _____

Signature _____

Name and Title _____

Dated _____

² If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."



1. Almondridge Park

3400 Almondridge Drive

Approx. Serviceable Acreage: 8.6



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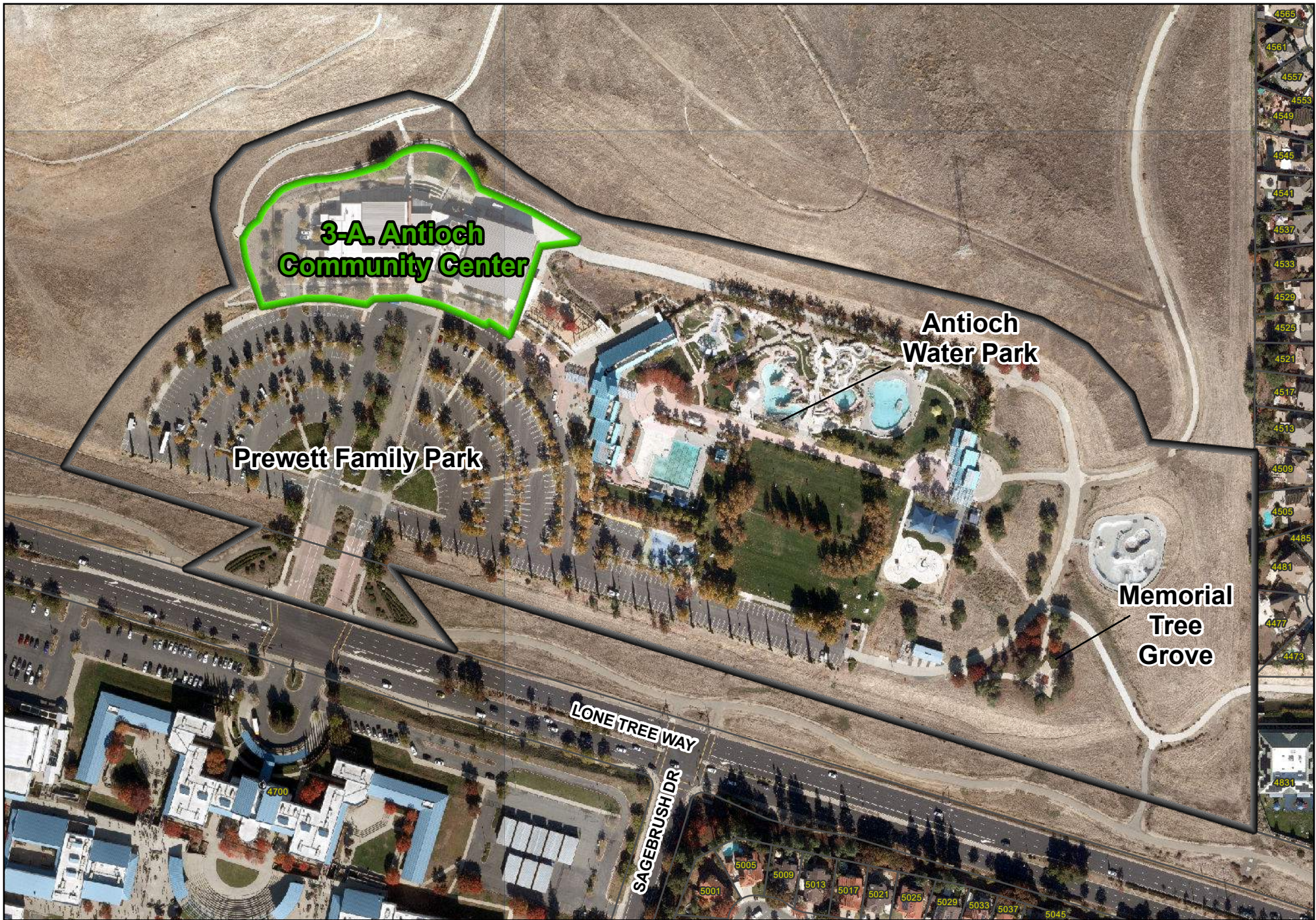


801 James Donlon Boulevard

Approx. Serviceable Acreage: 46.75



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CALIFORNIA

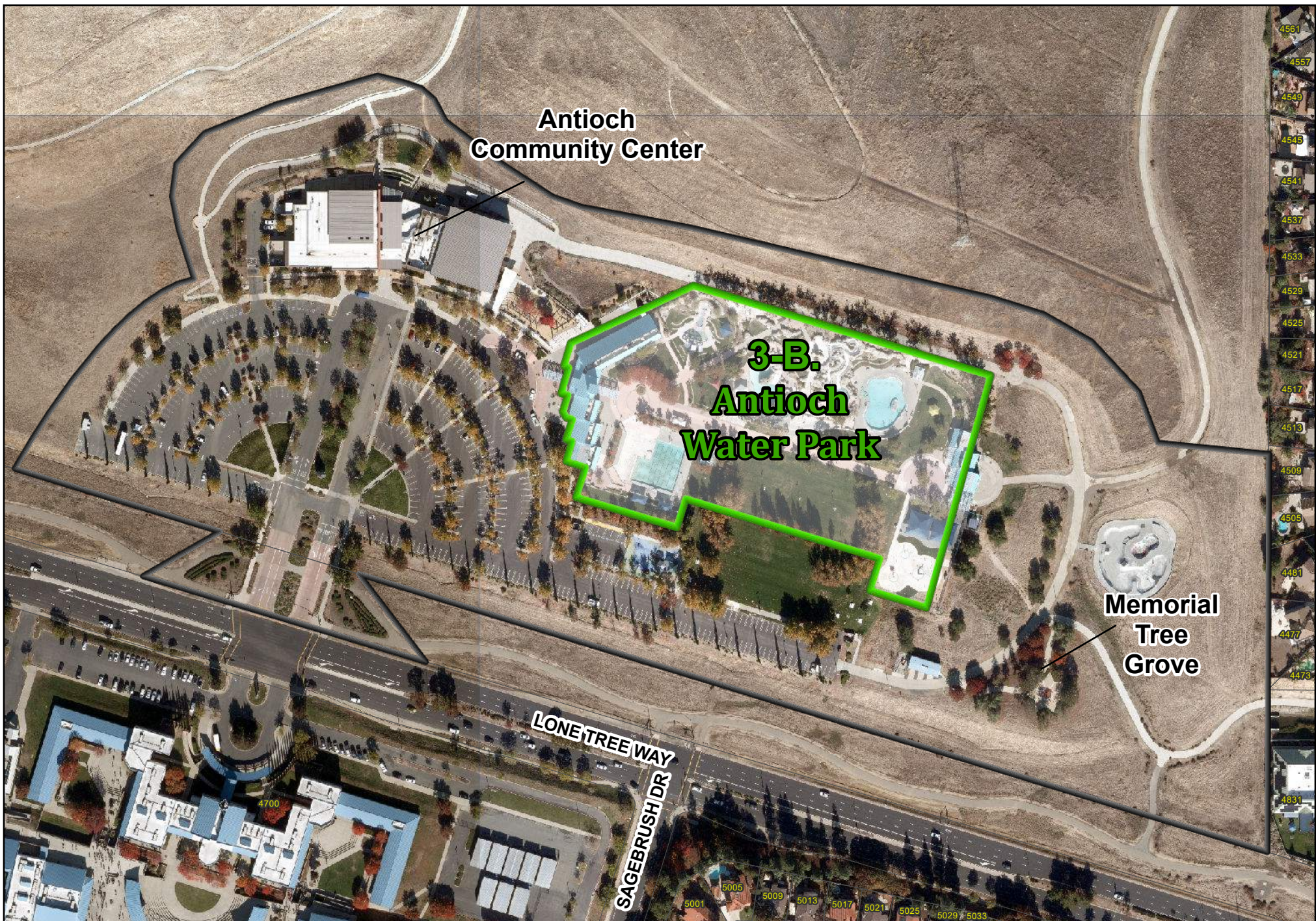


4703 Lone Tree Way

Approx. Serviceable Acreage: 2.48



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CALIFORNIA

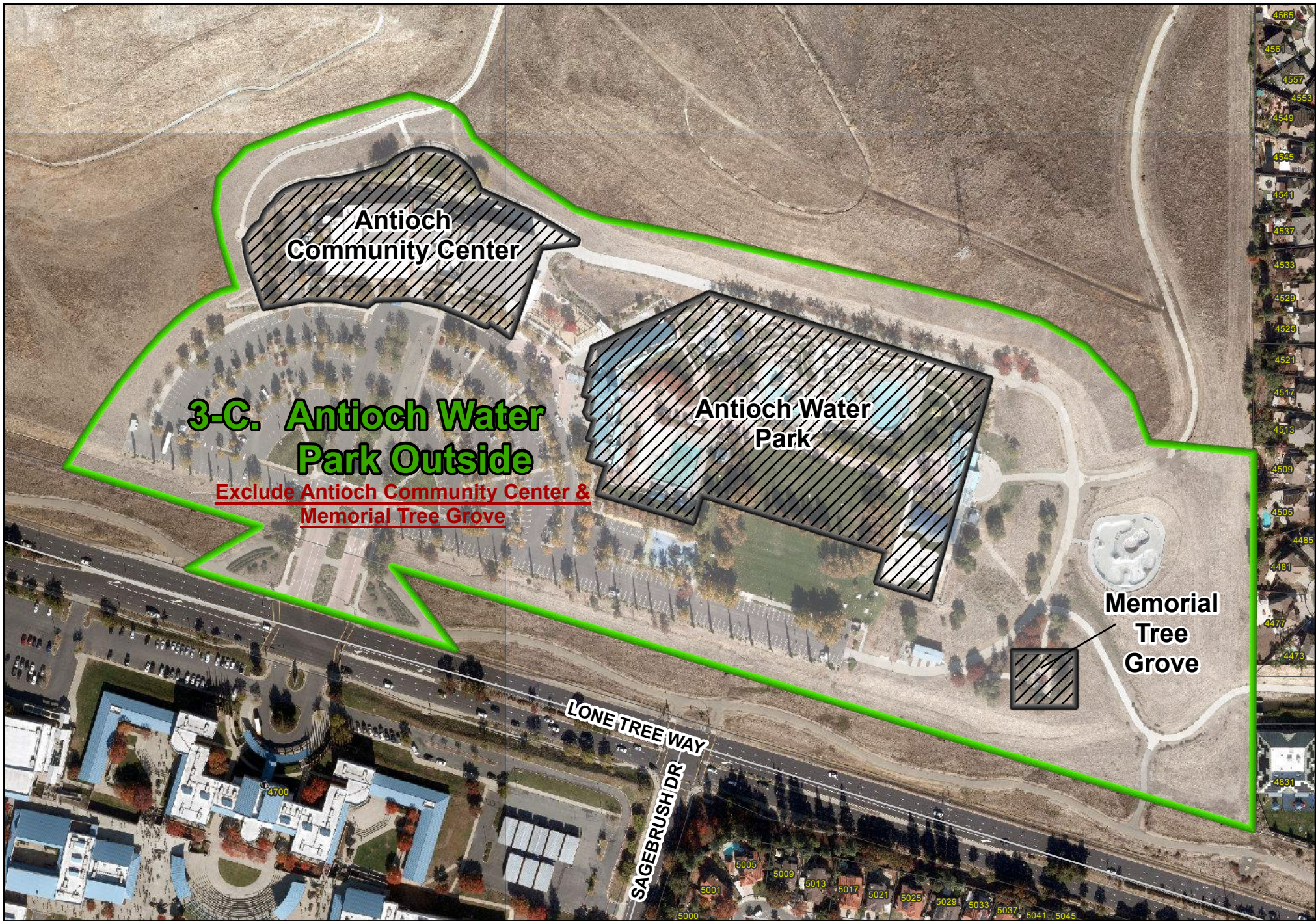


4701 Lone Tree Way

Approx. Serviceable Acreage: 5.19



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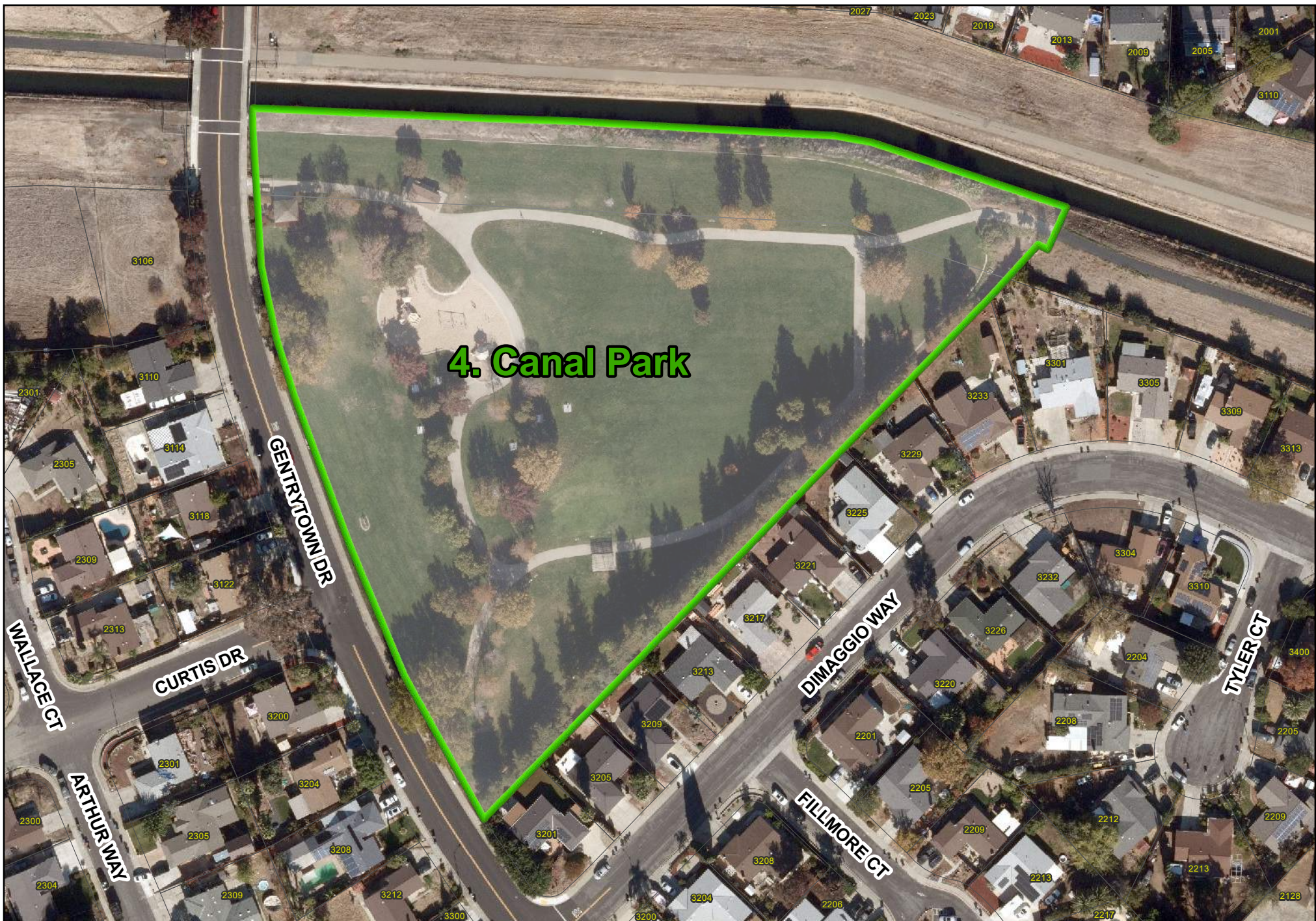


4701 Lone Tree Way

Approx. Serviceable Acreage: 23.93



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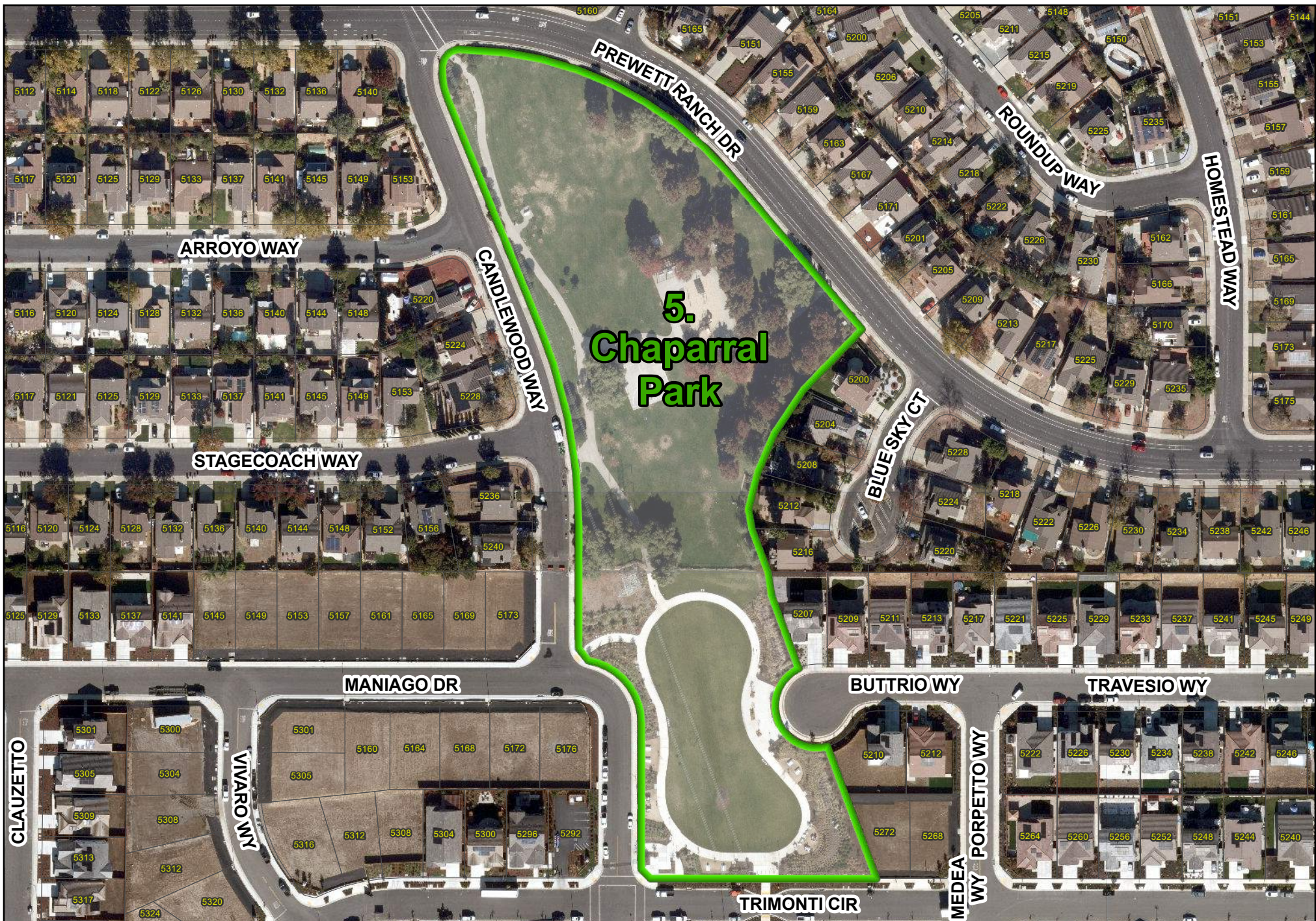


3100 Gentrytown Drive

Approx. Serviceable Acreage: 6.03



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Prewett Ranch Drive

Approx. Serviceable Acreage: 5.89



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6. Chichibu Park

3200 Longview Road

Approx. Serviceable Acreage: 6.16



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1000 A Street

Approx. Serviceable Acreage: 5.00





2800 Mahogany Way

Approx. Serviceable Acreage: 5.00



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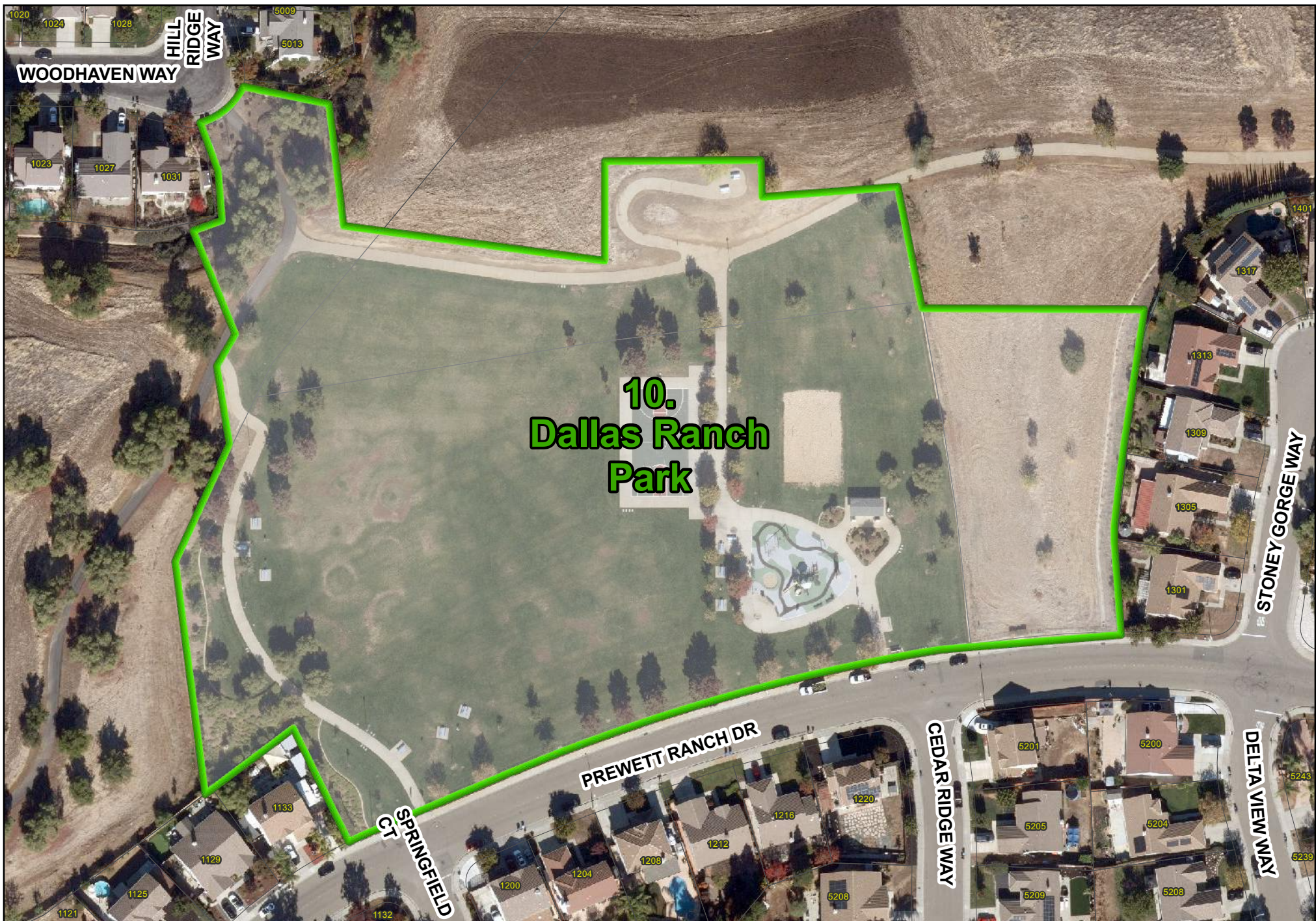
9.
Country
Manor
Park

2800 Asilomar Drive

Approx. Serviceable Acreage: 21.00



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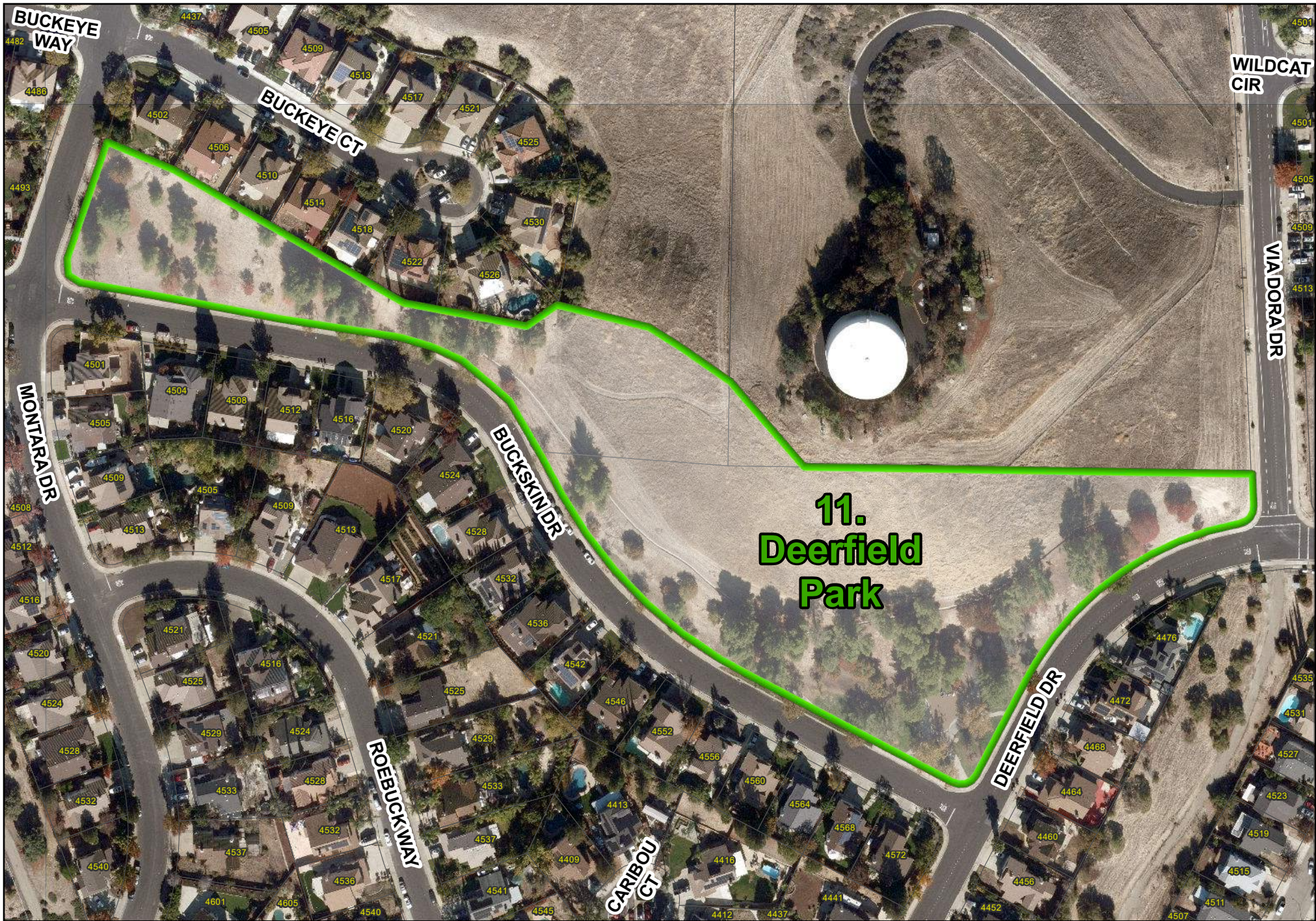


1137 Prewett Ranch Drive

Approx. Serviceable Acreage: 7.99



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4700 Deerfield Drive

Approx. Serviceable Acreage: 6.12



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2000 Prewett Ranch Drive

Approx. Serviceable Acreage: 4.04



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CALIFORNIA



4200 Eagleridge Drive

Approx. Serviceable Acreage: 5.40



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CALIFORNIA



1100 Crestview Drive

Approx. Serviceable Acreage: 3.00



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2800 Carmona Way

Approx. Serviceable Acreage: 14.00





16. Hansen Park

5099 Hansen Drive

Approx. Serviceable Acreage: 5.81



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2900 Ashburton Drive

Approx. Serviceable Acreage: 7.76



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18. Heidorn Park

Vista Grande Drive

Approx. Serviceable Acreage: 3.27



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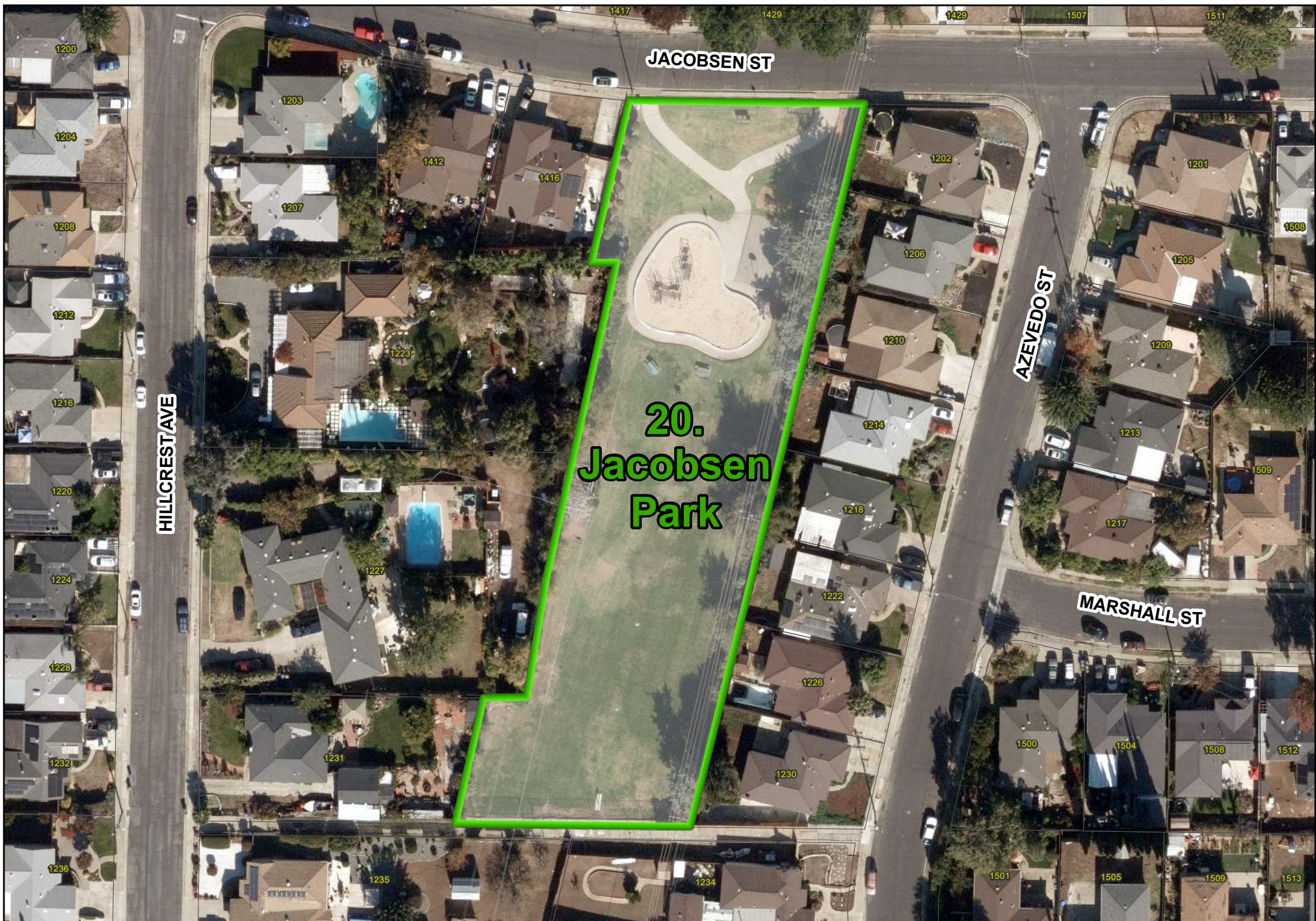


1300 Larkspur Drive

Approx. Serviceable Acreage: 18.00



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1600 Jacobsen Street

Approx. Serviceable Acreage: 1.30



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5000 Country Hills Drive

Approx. Serviceable Acreage: 5.00



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22. Marchetti Park

2500 Kendree Street

Approx. Serviceable Acreage: 5.00



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23. Markley Creek Park

3301 Summit Way

Approx. Serviceable Acreage: 4.06



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4707 Vista Grande Drive

Approx. Serviceable Acreage: 5.00



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1300 Yellowstone Drive

Approx. Serviceable Acreage: 2.90



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26. Memorial Tree



4701 Lone Tree Way

Approx. Serviceable Acreage: 0.50



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27. Mira Vista Park

3000 S Francisco Way

Approx. Serviceable Acreage: 6.80



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2000 Silverado Drive

Approx. Serviceable Acreage: 9.20



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29. Mountaire Park

2600 Sunset Lane

Approx. Serviceable Acreage: 5.10



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30. Nelson Ranch Park

4700 Wildhorse Road

Approx. Serviceable Acreage: 9.50



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1400 W 6th Street

Approx. Serviceable Acreage: 1.60



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32. Village East Park

2700 Gentrytown Drive

Approx. Serviceable Acreage: 3.77



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CALIFORNIA



5000 Lone Tree Way

Approx. Serviceable Acreage: 5.00



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5151 Trimonti Circle

Approx. Serviceable Acreage: 4.88



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5500 Sierra Trail Way

Approx. Serviceable Acreage:8.22



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CALIFORNIA

Attachment "D"

CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

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

2. RECITALS.

2.1 Contractor.

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

2.2 Project.

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

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 [Insert Term or Time of Performance].

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

3.2 Responsibilities of Contractor.

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

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

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

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

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

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

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

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

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

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

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

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

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

Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

3.2.10.7 Water Quality.

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

surface water in the state.

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

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

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

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

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

3.2.13 Bonds.

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

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

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

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

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

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

3.3 Fees and Payments.

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

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

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

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

3.3.5 California Labor Code Requirements

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

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

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

3.4 Termination of Agreement.

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

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

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

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

3.5 General Provisions.

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

Contractor:

INSERT NAME, ADDRESS & CONTACT PERSON

City:

INSERT DEPARTMENT NAME / CONTACT PERSON

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

City:

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

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

3.5.2 Indemnification.

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

CONTRACT NAME

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

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

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

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

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

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

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

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

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

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

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

3.5.19 Wage Theft Prevention.

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

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

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

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

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

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

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

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

CITY OF ANTIOCH

Approved By:

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

Kwame P. Reed
Acting City Manager

Signature

Name

ATTEST:

Title

Elizabeth Householder
City Clerk

Approved As To Form:

Thomas Lloyd Smith
City Attorney

****CONTRACT NAME****

EXHIBIT "A"
SCOPE OF SERVICES

[INSERT SCOPE**]**

EXHIBIT "B"
SCHEDULE OF SERVICES

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

EXHIBIT "C"
COMPENSATION

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

ATTACHMENT "E"

INSURANCE REQUIREMENTS (to be inserted as Exhibit "D" to Agreement)

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

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees, or subcontractors.

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

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

Commercial General Liability (CGL):

 X Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

 Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

 Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than **\$5,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

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

Workers' Compensation Insurance:

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

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

Builder's Risk (Course of Construction):

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

Contractor's Pollution Legal Liability:

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

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

Cyber Liability Insurance

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

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

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

Surety Bonds:

Contractor shall provide the following Surety Bonds:

☐ Bid Bond
☒ Performance Bond
☒ Payment Bond

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

Other Insurance Provisions:

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

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

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

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

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

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

☐ Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

☐ Waiver of Subrogation:

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents, and subcontractors.

☐ Completed Operations

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

by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

Acceptability of Insurers:

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

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

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

Subcontractors:

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

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

Verification of Coverage:

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

Special Risks or Circumstances

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

Failure to Comply:

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

Applicability of Coverage:

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

ATTACHMENT "F"

SAMPLE

PAYMENT BOND

THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH

**Park Maintenance
RFP No. 988-0410-24**

KNOW ALL PERSONS BY THESE PRESENTS, that

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

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

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

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

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

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

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

Signatures on next page

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

(Principal)

By _____
Signature

Print Name

Title

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

(Surety)

(Address)

By _____
Signature

Print Name

Title

PERFORMANCE BOND

SAMPLE

THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH

**Park Maintenance
RFP No. 988-0410-24**

KNOW ALL PERSONS BY THESE PRESENTS, that

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

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

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

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

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

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

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

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

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

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

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

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

(Principal)

By _____
Signature

Print Name

Title

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

(Surety)

(Address)

By _____
Signature

Print Name

Title