



**DEPARTMENT OF PUBLIC WORKS**

Request for Proposals for:

**Landscape Maintenance Services**

**Proposal No. 988-0520-21A**

City of Antioch  
Operation & Maintenance Division  
1201 W. Fourth St  
Antioch CA, 94509

Release Date: April 22, 2021

Mandatory Pre-Proposal Meeting: April 29, 2021 @ 10:00 A.M.

Proposals Due: May 20, 2021 by 2:00 P.M.

## **SECTION 1**

### **REQUEST FOR PROPOSAL OVERVIEW**

#### **1.1 INTRODUCTION**

The City of Antioch (City), Department of Public Works, is seeking the submission of proposals from qualified contractors for the provision of Landscape Maintenance Services. Should a contract be executed as a result of this Request for Proposals (RFP), the Contractor will be expected to perform general landscape maintenance services comprised of horticultural maintenance, irrigation systems operation and maintenance, and cleanup of landscape areas as designated in this RFP.

This RFP contains all the information and documents necessary to prepare and submit a responsive proposal. Proposers are cautioned to read all the documentation provided. Proposers will be responsible for complying with all requirements identified herein. The City expects any contract resulting from this RFP to be in effect for a period of three (3) years, starting July 1, 2021, with an option to extend that contract for another two (2) additional years upon mutual agreement of City and Contractor.

#### **1.2 PROPOSAL INFORMATION**

Proposals shall be made only on forms provided in this RFP, as provided by the City. All forms shall be completed with numbers stated in figures, and signatures of all individuals in original ink and in long-hand. All cost figures shall be clearly indicated in the COST SCHEDULE, specifically referred to as MONTHLY MAINTENANCE PRICE SCHEDULE and UNSCHEDULED (EXTRA) WORK UNIT PRICE SCHEDULE. The proposal shall include any other submittals and requirements identified in this RFP.

Any questions related to this RFP shall be directed to Rheanna Andelin in the Public Works Operations and Maintenance Division. All questions must be submitted via email to [randelin@antiochca.gov](mailto:randelin@antiochca.gov). Table 1 describes key dates and submittal requirements.

**A mandatory pre-proposal meeting will be held on April 29, 2021 at 10:00 am at the City of Antioch Corp Yard located at 1201 West Fourth St Antioch CA 94561. Only Proposers who attend and sign in at the mandatory pre-proposal meeting will be allowed to submit a proposal, no exceptions.**

**TABLE 1**  
**Key Dates and Information**

RFP Release Date:	April 22, 2021
Title:	Landscape Maintenance Services
Mandatory Pre-Proposal Meeting:	April 29, 2021 at 10:00 a.m.
Deadline for written questions/clarifications:	May 7, 2021 at 5:00 p.m.
Response to Written Questions:	May 14, 2021 at 5:00 p.m.
<b><i>Proposal Due Date and Time:</i></b>	<b><i>May 20, 2021 by 2:00 p.m.</i></b>
Submittal:	One original, with ink signatures, and 1 copy of the response to this RFP must be sealed and must clearly display the Proposer's business name, Proposal No and DIR#
Submit Questions To:	Rheanna Andelin Public Works Technician
Email Address:	<a href="mailto:randelin@antiochca.gov">randelin@antiochca.gov</a>
Address for Pre-Proposal Meeting and Proposal submittals:	City of Antioch 1201 W. Fourth St Antioch CA, 94509

### 1.3 QUALIFICATION REQUIREMENTS

Any Proposer shall demonstrate minimum qualifications have been met. Minimum Qualifications include, but are not limited to:

Possession of a valid State of California **C-27** Landscape Contractor License and be in good standing with the California Department of Consumer Affairs Contractors State License Board. A copy of the license shall be submitted with the Proposal.

Within the past five (5) years, Proposer shall have had a minimum of three (3) years of continuous experience in the ownership and direct management of a landscape maintenance business. Ownership herein shall be defined as possessing a minimum of at least 25% ownership stake of the business with active involvement in the day-to-day management of the business.

### 1.4 INSURANCE REQUIREMENTS

Proposers acknowledge the City's insurance requirements as detailed in Exhibit D of **Appendix A**. Exceptions to City insurance requirements will not be made. Any Proposer unable to meet the insurance requirements at the time of the Proposal Due date listed in Table 1, as detailed, shall not be eligible for selection or award of contract.

## 1.5 BASIS FOR EVALUATION OF PROPOSALS

In order to receive consideration of selection, all proposals received must address all aspects of this RFP. Each item identified in **Section 3, Proposal Submittal Checklist**, shall be included in the sealed proposal submittal. The following criteria will be used to evaluate each response:

First, proposers will be evaluated to determine if any proposer submitting a proposal in response to this RFP has been deemed to have materially breached any contract with the City within the past two (2) years. Proposers who have materially breached a contract with the City within the past two (2) years are barred from being awarded a contract pursuant to this RFP. If the City determines in its sole reasonable discretion that a proposer has materially breached a contract with the City within the above-described timeline, the proposal will **not** be considered and will be rejected as nonresponsive. Proposals received from proposers who have not materially breached a contract with the City within the past two (2) years will be scored pursuant to the below scoring criteria.

### Submittal Item Scoring Criteria

<b>Cost</b> .....	<b>50 points</b>
<b>Experience, Operations Plan &amp; Equipment Quality/Age</b> .....	<b>20 points</b>
<b>Ability to Meet City Requirements</b> .....	<b>10 points</b>
<b>Demonstration of Understanding of City Desired Level of Service</b> .....	<b>5 points</b>
<b>References</b> .....	<b>15 points</b>
<b>TOTAL: 100 points</b>	

Submission of a proposal implies proposer's acceptance of the evaluation criteria set forth above.

Prior to award of contract, City may require proposers provide oral presentation of their proposal to a review panel and/or the City Council for evaluation.

The City reserves the right to reject any and all bids, to waive any irregularities in any proposal, to sit and act as sole judge of the merit and qualifications of services offered, and to accept the proposal which is deemed to be in the best interest of the City of Antioch. The City will award any agreement based on the most responsive proposal, which includes the most advantageous pricing, quality and suitability of services for the City's particular needs. Additionally, the City may, for any reason, determine not to award a contract as a result of this RFP.

## 1.6 PROPOSAL POSTPONEMENT AND AMENDMENT

The City reserves the right to revise or amend the specifications up to the time set for submittal of proposals. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the City's Request for Proposal list for this material/service or who have obtained this document subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of proposals may be postponed by such number of days as in the opinion of the City and shall enable contractors to revise their proposals. In any case, the due

date shall be at least five (5) working days after the last amendment; and the amendment shall include an announcement of the new date, if applicable, for the deadline for submission of proposals.

### **1.7 SINGLE PROPOSAL RESPONSE**

If only one proposal is received in response to this RFP, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

### **1.8 PROPOSAL WITHDRAWAL**

After the proposals are opened, proposals may not be withdrawn for ninety (90) calendar days. Prior to the date/time set for the proposal submittal, however, proposals may be modified or withdrawn by the contractor's authorized representative in person, or by written notice to the City. If proposals are modified or withdrawn in person, the authorized representative shall make their identity known and shall sign a receipt for the proposal modification or withdrawal. Written notices shall be received in the office indicated on the first page of this RFP no later than the time for the proposal opening.

### **1.9 CONTRACTOR INVESTIGATION**

Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the proposer will rely. If the proposer enters into a contract with the City as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

### **1.10 AWARD**

The City reserves the right to accept proposals on individual items listed, on group items, or on the proposal as a whole; to reject any and all proposals; to waive any informality in the proposals; and to accept the proposal that appears to be in the best interest of the City. The City intends to award all RFP items to a single contractor. The City intends to award a single contract but reserves the right to contract for services in the manner that most benefits the City including awarding more than one contract if desired.

In determining and evaluating the most responsive and responsible proposal, the prices will not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant factors. Contractors shall be required to provide the information requested under Work Performance History Capability in the Required Data Section. The City's Contract Manager shall have sole discretion in the determination of these matters. Notice of contract award, if a contract is awarded, will be made within ninety (90) days of opening of proposals to the lowest responsive and responsible contractor, whose proposal complies with

all the requirements in this RFP. Contractor shall agree to sign within ten (10) days of award a contract as approved by the Antioch City Council, attached as Appendix "A".

### **1.11 SURETY BONDS**

Contractor is required to provide the following surety bonds from an admitted and authorized surety in California.

- Performance Bond or 5% Retention (see section 6.2 Guarantee Requirements)
- Payment Bond

### **1.12 PREVAILING WAGE**

Where labor is required for public work as part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractors shall pay no less than the minimum wages established by the Director of the Department of Industrial Relations of the State of California. It shall be required that the contractor's DIR# be written on the sealed, proposal package for verification purposes. If no DIR# is stated, the submitted proposal package will not be reviewed.

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

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

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

## **SECTION 2**

### **SCOPE OF SERVICES**

#### **2.1 WORK GUIDANCE**

All work to be done by any Proposer selected to perform the work outlined in this RFP shall be guided by this RFP and the City's Landscape Construction details.

**A complete, preliminary copy of the City's Maintenance Service Agreement for Landscape Maintenance Services is attached to this RFP as Appendix A.** The contract shall bind selected proposer to perform work in accordance with this RFP.

#### **2.2 DESCRIPTION OF WORK EXPECTATIONS**

All Proposers accept and confirm by submission of a signed proposal in response to this RFP, that work to be performed by the selected Contractor is comprised of general horticultural maintenance, irrigation operation and maintenance, and cleanup of landscape areas owned by the City of Antioch, as further designated in this RFP. Proposers understand that requirements may vary by location and season depending upon the type of landscaping.

City's expectations from selected Proposer include, but are not limited to:

**Workmanship:** All materials and workmanship shall be of a quality that is equal or superior to any similar work considered by Landscape industry contractors to be best practice. All work completed by selected Contractor shall be subject to inspection prior to payment being authorized. All work shall be conducted in a manner that least interferes with operation and public usage of the landscaped facilities and adjacent streets and sidewalks.

**Safety:** All services, supplies and equipment must comply with the California Safety Division of Industrial Safety Orders and O.S.H.A. The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable regulations of the State Department of Industrial Regulations. **The Contractor's employees shall wear O.S.H.A. approved safety vests at all times during contract work.**

**Hazards and Vandalism:** Any hazards or acts of vandalism shall be reported immediately to the City's Contract Manager or designee and then followed up in writing. Hazards such as broken tree limbs, erosion, potholes in grounds, standing water, ropes tied to tree limbs, excavations and unsecured material (such as wood, wire, metal, etc.) shall be remedied by the Contractor after approval is obtained from the City's Contract Manager. Hazards which create life-threatening situations or potential for bodily harm shall be remedied immediately by the Contractor.

**Response:** Selected Contractor will be required to be able to respond to any location with no more than a ninety (90) minute delay in response time during a regularly scheduled workday. Weekends and Holidays, Contractor shall respond to any location with no more than a four (4)

hour delay in response time. A communications system shall be in place which provides the City ability to contact the Contractor in an emergency twenty-four (24) hours a day, seven days a week. Failure to adequately respond can result in immediate termination of the remainder of the contract.

**City Policy:** Selected Contractor shall be aware of, and shall comply with, City ordinances governing landscape maintenance work and traffic control regulations during work, as applicable to individual locations being maintained.

**Equipment Experience:** Selected Contractor shall have direct experience in the use of Rainmaster DX2 and DX3 controllers and their respective central systems. As well as Weather Trak, Leit, and Irratrol controllers. Experience shall include programming, troubleshooting, field operation and equipment installation. In the event the Contractor's staff is not experienced and City Property is damaged as a result of the Contractor's inability, the Contractor shall be responsible for repair or replacement. City may require demonstration of such experience during selection process of this RFP, as outlined in **Section 5, Proposer Experience and Operations Plan.**

## **2.3 WORK LOCATION/SITE CHANGES**

All locations for work to be contracted are identified in maps attached to this RFP as **Appendix B, Landscape Maintenance Area Maps.** Additionally, locations are identified in **Section 4.2 Street Lighting and Landscape District (SLLD) Landscape Maintenance Street Locations List**

Proposers should note that the City does not currently have complete information regarding the irrigation and square footage of all landscape areas as referenced in this RFP. It is Proposer's responsibility to ensure that necessary site visits are made in order to collect adequate information to submit a Proposal that includes all maintenance as described in this RFP.

Proposers acknowledge that the City reserves the right to add, delete, or change locations under resulting contract for work, and may do so upon written notification to the Contractor. Any changes in contract scope of work that result in an increase or reduction in cost shall be adjusted based on negotiation between City and Contractor. City expects cost negotiations to be guided by **Monthly Maintenance Price Schedule** and/or **Unscheduled (Extra) Work Unit Price Schedule** as submitted in **Section 4, Cost Schedule.**

## **2.4 COMMENCEMENT OF WORK**

Proposers acknowledge that submittal of proposals does not constitute any acceptance of work by the City. Additionally, the receipt of award of contract to any Proposer shall not constitute any authority to enter upon sites for work and begin landscape maintenance services. Work shall commence only upon formal execution of a contract between the City and Contractor, and a written notice to proceed from the City's Contract Manager to Contractor.

The City seeks to make selection of a Contractor and execute a contract for Landscape Maintenance Services by July 1, 2021. Proposers acknowledge that they are prepared to execute



a contract and begin prosecuting work within this time. Any proposer unable to meet this timeframe shall not be considered for award.

In the event the selected Contractor fails to adequately perform Landscape Maintenance Services to standards identified in this RFP and as appended to the executed contract, the City reserves the right to remove individual sites from the contract and/or terminate the contract. Additionally, the City reserves the right to enter into additional contracts for Landscape Maintenance Services should the selected Contractor not meet City standards.

## **2.5 TERM OF AGREEMENT**

Any contract resulting from a submitted Proposal shall be a three (3) year contract starting July 1, 2021. If mutually agreeable to both parties, the resulting contract may be extended for an additional two (2) year term for a total of five (5) years. If agreed upon, this contract would then expire on June 30, 2026.

Failure of the Contractor to diligently execute the work as defined herein will be considered as grounds for termination of the contract.

Failure to provide an adequate work force to execute the scope of the contract shall be considered as grounds for termination of the contract.

The contract may be terminated by the City upon thirty (30) calendar days prior written notice addressed to the last known address of the Contractor. In the event of such termination, the Contractor shall be paid for all work successfully completed up to the effective date of such termination.

## **2.6 MONTHLY MAINTENANCE TASKS**

Proposals shall include a bid for Monthly Maintenance Costs and a Total Maintenance cost for each location listed in **Section 4, Cost Schedule**. The Total Maintenance Cost shall assume a sixty (60) month term, extending from July 1, 2021, through June 30, 2026.

Each bid for Monthly Maintenance Costs shall include all equipment, labor, materials, and associated costs to perform monthly maintenance tasks to the specifications described in **Section 4.4, Monthly Maintenance Items & Task Frequency**. Each area listed in **Section 4.3, Monthly Maintenance Price Schedule** corresponds to the landscape maintenance areas as identified in **Appendix C, Landscape Maintenance Area Maps**. Proposers are encouraged to inspect in person each landscape section identified in the **Appendix C, Landscape Maintenance Area Maps** in order to adequately prepare a cost proposal.

Proposers acknowledge total bid grand total includes any and all inspection and management of the described sites for compliance with the standards as described in **Section 4.4, Monthly Maintenance Items & Task Frequency**.

## **2.7 UNSCHEDULED (EXTRA) WORK ITEMS**

Proposers shall submit bid prices for each unscheduled (extra) work items listed in **Section 4, Cost Schedule**, as itemized and further described in **Section 4.6, Unscheduled (Extra) Work Unit Price Schedule**. Said prices shall include all materials, labor and equipment necessary to perform such unscheduled (extra) work items. The unit prices listed for unscheduled (extra) work items shall be in effect for the duration of any contract executed with the selected Contractor.

Proposers understand that not all possible unscheduled (extra) work items can be foreseen and provided line item, unit cost bid requests. As such, Proposers acknowledge that any work required outside of unscheduled (extra) work items in the Cost Schedule shall be negotiated between the City and Contractor in a written “not to exceed” estimate format.

The selected Contractor is expected to perform any and all unscheduled (extra) work upon request and/or approval from the City in a timely manner.

## **2.8 SUBCONTRACTORS**

Proposers requiring the provision of additional services from subcontractors acknowledge that all proposed subcontractors shall adhere to the same standards of work as described in this RFP. Proposers further acknowledge that the selected Contractor shall be required to perform, with the Contractor’s own organization and employees, not less than fifty percent (50%) of the value of all work conducted under executed contract.

Any Proposer submitting bids for work that includes the use of subcontractors shall additionally submit a filled out **Section 5.4, Designation of Subcontractors**.

## **2.9 ADDITIONAL CONTRACT PROVISION**

Further special provisions guiding the execution of a contract for Landscape Maintenance Services are fully described in **Appendix D, Additional Contract Provisions**. The additional provisions as described in Appendix D include items such as Prevailing Wage, Payroll Records, Traffic Management, Regulations of Work, Payment, and other additional special provisions. Proposers’ attention is directed to review of these Additional Contract Provisions, as they will be made part of the contract to be executed by the selected Contractor.

**SECTION 3**  
**PROPOSAL SUBMITTAL CHECKLIST** *(Required submittal form)*

Each submitted proposal shall include a completed (and signed where required) copy of each of the following checklist items. Any submitted proposal that fails to include any of the following may be deemed inadequate by the City of Antioch and may be grounds for dismissal of submittal at the City's sole discretion.

In addition to each item below, please include this sheet and initial next to each item.

- \_\_\_\_\_ Cost Certification Form (Section 4.1)
- \_\_\_\_\_ Monthly Maintenance Price Schedule (Section 4.3)
- \_\_\_\_\_ Unscheduled (Extra) Work Unit Price Schedule (Section 4.6)
- \_\_\_\_\_ Contractor's License Certification (Section 5.1)
- \_\_\_\_\_ Department of Industrial Relations Contractors Registration Form (Section 5.2)
- \_\_\_\_\_ Firm Experience and Qualifications (Section 5.4)
- \_\_\_\_\_ Supervisory and Lead Staff Experience & Qualifications (Section 5.5)
- \_\_\_\_\_ Designation of Subcontractors (Section 5.6)
- \_\_\_\_\_ Operations Plan (Section 5.7)
- \_\_\_\_\_ Draft/Initial Schedule of Duties (Section 5.8 – proposers own form)
- \_\_\_\_\_ Exceptions (Section 6.1)
- \_\_\_\_\_ Guarantee Requirements (Section 6.2)
- \_\_\_\_\_ Non-Collusion Affidavit (Section 6.3)
- \_\_\_\_\_ Signature Certification Page (Section 6.4)

**SECTION 4**  
**COST SCHEDULE**

*(Required submittal form)*

Section 4 of this RFP includes the 4.1 Cost Certification Form, 4.3 Monthly Maintenance Price Schedule, 4.6 Unscheduled (Extra) Work Unit Price Schedule, as well as detailed specifications guiding each item.

#### 4.1 COST CERTIFICATION FORM *(Required submittal form)*

The undersigned Authorized Signature certifies as follows:

All work for which this proposal is submitted is for Landscape Maintenance Services in accordance with all special provisions (including the payment of not less than the minimum wage rates set forth therein) and contract annexed hereto, and also in accordance with all Federal, State & local regulations as detailed in this Request for Proposals.

The undersigned, as proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that the proposer has carefully examined the location of the proposed work, the attached proposed form of contract, and documents herein referenced; and that the proposer agrees if this proposal is accepted, that he/she will contract with the City of Antioch, in the form of the copy of the contract attached hereto, to provide all necessary machinery, tools, apparatus, and other necessary means, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Public Works Director or his designee as therein set forth, and that the proposer will take in full payment therefore the following amount to wit:

**BID GRAND TOTAL \$** \_\_\_\_\_

*(List total Bid Grand Total from Monthly Maintenance Price  
Schedule – bottom line)*

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

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No: \_\_\_\_\_

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

Website Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

## 4.2 Street Lighting and Landscape District (SLLD) Landscape Maintenance Street Locations List

### 1. 251-4511 Right of Way (R.O.W)

- Deer Valley North Bound from Geronimo Ct to Deer Valley High Baseball Fields
- Mesa Ridge Trail from Deer Valley Road to Sagebrush Drive
- Prewett Ranch Drive Eastbound from Deer Valley road to Onieda Way
- Prewett Ranch Drive Westbound from Sagebrush Drive to Deer valley road
- Sagebrush Drive Northbound from Prewett Ranch Drive to Lone Tree Way
- Sagebrush Drive Southbound from Mesa Ridge Trail to Prewett Ranch Dr
- Indian Hills Drive Eastbound from Sagebrush Drive to Sundance Ct
- Indian Hills Drive Eastbound from Comanche Ct to Lone Tree Way
- Indian Hills Drive Westbound from Lone Tree Way to Morgan Way
- Mesa Ridge Trail Eastbound from Sagebrush Drive to Pawnee Dr
- Deerfield Corridor Trail Northbound from Prewett Ranch Drive to Lone Tree Way
- Williamson Ranch Drive Eastbound from Indian Hills Drive to Hillcrest Ave
- Williamson Ranch Drive Westbound from Williamson Ranch Park to Indian Hills Drive
- Hillcrest Ave Southbound from Williamson Ranch Drive jus past Prewett Ranch Drive
- Lone Tree Way Eastbound from Sagebrush Drive to Williamson Ranch Park

### 2. 251-4512 R.O.W

- Dallas Ranch Rd Northbound from Table Mountain Ct to the Commons at Dallas Ranch
- Prewett Ranch Dr Eastbound from Dallas Ranch Rd to Deer Valley Rd
- Prewett Ranch Dr Westbound from Deer Valley Rd to Diablo West Park
- Prewett Ranch Dr Westbound from Mokelumne Dr to Dallas Ranch Rd
- Mesa Ridge Trail from Dallas Ranch Rd to Mokelumne Dr
- Mt Hamilton East/Westbound from Dallas Ranch Rd to Tehachapi Way
- Lone Tree Way Eastbound from Kinder Care to Gas City Food Mart
- Black Diamond Dr Southbound from Lone Tree Way to Mt Hamilton Dr
- Black Diamond Dr Northbound from Mt Hamilton Dr to Lone Tree Way
- Mokelumne Dr Southbound from Mark Twain Dr Tioaga Pass Way
- Mokelumne Dr Northbound from Badger Pass Way to Mark Twain Dr
- Mesa Ridge Trail from Mokelumne Dr to Mark Twain Dr
- Mesa Ridge Trail from Anita Ct to Deer Valley Rd
- Deer Valley Rd Southbound from Deer Valley Plaza back driveway to one block past Mammoth Way
- Mammoth Way East/Westbound from Deer Valley Rd to Vallejo Ct

### 3. 251-4513 R.O.W

- Fredrickson Lane Eastbound from Contra Loma Regional Park entrance to Golf Course Rd
- Golf Course Rd Northbound from Mesa Ridge Dr to 4655 Golf Course Rd
- Judsonville Dr Westbound from Golf Course Rd to Wilmont Ct

- Judsonville Dr Eastbound from Nortonville Ct to Golf Course Rd
- Lone Tree Way Eastbound from 76 Gas station Exit driveway to Dallas Ranch Rd
- Dallas Ranch Rd Southbound from Mt Hamilton Dr to Southwood Ct
- Mt Hamilton Dr Eastbound from Dallas Ranch Rd to Gold Course Rd
- Mt Hamilton Dr Westbound from Halls Valley Rd to Golf Course Rd
- Mesa Ridge Trail from Mesa Ridge Eastbound to Dallas Ranch Rd
- Prewett Ranch Dr Eastbound from Glenridge Wy to Dallas Ranch Rd
- Prewett Ranch Rd Westbound from Dallas Ranch Rd to Trailridge Way

4. 251-4514 R.O.W

- Hillcrest Ave Northbound from Sunview Ct to Lone Tree Way
- Prewett Ranch Eastbound from Hillcrest Ave to Sun View Ct
- Prewett Ranch Westbound from Sun View Way to Hillcrest Ave
- Vista Grande Way Northbound from Hillcrest to Cross Pointe Apartment Homes
- Vista Grande Southwest from 5003 Hollowglen Ct to Deer Spring Way
- Vista Grande from Summerfield Dr to Hillcrest Ave
- Deer Spring way from Vista Grande Way Eastbound to 5134 Deer Spring Way
- Heidorn Ranch Rd Southbound from Lone Tree Way to Lone Tree Plaza Dr
  - Only Maintain turf and trees from sidewalk to gutter, until apartments end, then maintain entire ROW after that.

5. 252-4521 R.O.W

- W 2<sup>nd</sup> St planters from E St to Prospects Way
- Waldie Plaza, Waldie parking lot, Amtrak Station from G St to Prospects Way
- W 3<sup>rd</sup> St planters from F St to I St
- Antioch City Hall and parking lot, 200 H St
- W 4<sup>th</sup> St from F St to H St
- G St planters from Waldie Plaza to W. 5<sup>th</sup> St
- I st Public Parking Lot corner of I St at West Fourth St

6. 253-4531 R.O.W

- Almond Ridge sign next to 2110 Viera Ave
- Viera Ave Southbound from 2224 Pinenut Way to dead end
- Viera Ave Southbound to dead end
- Viera Ave Northbound from dead end to Oakley Rd
- Oakley Rd Eastbound from Viera Ave to Willow Ave
- Willow Ave Southbound from 2609 Coffee Tree Ct to 2605 Willow Ave
- Wilson St Southbound from 1901 Sugarpine Ct to Almond Ridge Dr
- Phillips Lane Southbound from Almond Ridge Dr to Filbert St
- Phillips Lane Northbound from Filbert St to 2988 Serra Ct
- Almond Ridge Trail from Viera Ave to Phillips Lane

7. 254-4541 R.O.W.

- Hillcrest Westbound from Wild Horse Rd to Wildflower Dr
- Wildhorse Rd Southbound from Le Conte Circle to Hillcrest Ave
- Goode St from Wildhorse Rd Northbound to Amargosa Dr
- Ridgeline Dr Southbound from 4466 Palisades Way to 4572 Imperial Way
- Southeast corner of Wildhorse Rd at Folsom Dr
- Chabot St East side from 4125 Kern St to 4125 Chabot St
- Mead St from 3905 Mead St to 3923 Mead St
- Larkspur Dr Eastbound from Wild Flower Dr to Hillcrest Park
- Larkspur Dr Eastbound from Hillcrest Park to Bluebell Circle
- Larkspur Dr Westbound from Bluebell Circle to Hillcrest Park
- Southeast corner of Wild Flower Dr at Terrace View Ave
- Armagosa Greenbelt from 4029 Meadow Lake St to 4172 Armogosa Dr

8. 254-4542 R.O.W

- Deer Valley Rd Northbound from Pampas Ct to Weston Ct
- Country Hills Dr Eastbound from Deer Valley Rd to 4256 Buckskin Dr
- Country Hills Dr Westbound from Bison Way to Deer Valley Dr
- Asilomar Dr Eastbound from Deer Valley Rd to Whitehoof Way
- Asilomar Dr Westbound from Whitehoof Way to Deer Valley Rd
- Rocky Point Dr Eastbound from Deer Valley Rd to Galenez Way
- Rock Point Dr Westbound from Galenez Way to Deer Valley Rd
- Blue Rock Dr Eastbound from Deer Valley Rd to Galenez Way
- Blue Rock Dr Westbound from Galenez Way to Deer Valley Rd
- Carpinteria Dr Eastbound from Deer Valley Rd to Yorkshire Dr
- Carpinteria Dr Westbound from Yorkshire Dr to Deer Valley Rd
- Hillcrest Ave Eastbound from 3610 Hillcrest Ave 5061 Crestpark Circle
- Via Dora Dr Northbound from Wildcat Circle to Canal
- San Gregorio Dr Eastbound from Via Dora Dr to Morro Dr
- North/South side of Golden Bear Dr from Hillcrest Ave to Bear Ridge Way
- Bear Ridge pump house from 3305 Bear Ridge Wy to 3215 Bear Ridge Way
- North/South Side of Deer Field Dr from Hillcrest Ave to Fawn Hill Way
- North/South side of Sterling Hill Dr from Hillcrest Ave to Fawn Hill Way
- Country Hills Dr Eastbound from Valley Way to Hillcrest Ave
- County Hills Dr Eastbound from 4565 Park Hill Circle to Shannondale Dr
- Country Hills Dr Eastbound from Valley Way to Hillcrest Ave
- Deerfield Corridor Trail from Country Hills Dr to Asilomar Dr
- Deerfield Corridor Trail from Country Hills Dr to Deerfield Dr

9. 254-4544 R.O.W

- Hillcrest Ave Northbound from 5000 Catanzaro Wy to 3451 Hillcrest Ave
- Country Hills Dr Eastbound from Hillcrest Ave to Truskmore Way
- Country Hills Dr Westbound from Truskmore to Carmen Dragon Elementary School
- County Hills Dr Westbound from Vista Grande Dr to Hillcrest Ave
- Laurel Rd Eastbound from Hillcrest Ave to 4600 Palomino Way



- Laurel Rd Westbound from 4687 Braemar St to Hillcrest Ave
- Canada Valley Rd Southbound from Laurel Rd to Vista Grande Dr
- Canada Valley Rd Northbound from 4717 Shetland Ct Laurel Rd
- Vista Grande Dr Southbound from Canada Valley to 5136 Catanzaro Way
- Vista Grande Northbound from Lone Tree Way to Country Hills Dr
- Canada Valley Trail from Laurel Rd to Broomtail Ct
- Canada Valley Trail from Vista Grande Dr to Rodeo Ct
- Lone Tree Way Westbound from Fairside Way to Vista Grande Way
- Pathway in between 4759 Braemar St and 4751 Braemar St
- Stewart St Northbound from Braemar St to 4624 Stewart St
- Hidden Glen Dr Westbound from 4581 Hidden Glen Dr to 4551 Hidden Glen Dr
- Ridgeline Dr Southbound from Delta De Anza trail to Mendota Way
- Canada Valley Trail from Truskmore Way to Hillcrest Ave

10. 255-4551 R.O.W

- Walking trail behind Sequoia Dr starting from 2900 Melon Ct up to 2450 Sequoia Dr
- Gentrytown Dr Southbound from Village East Park up to RV Storage lot

11. 256-4561 R.O.W

- 308 I Street, I Street at 4<sup>th</sup> Street parking lot
- L St Northbound from 4<sup>th</sup> Street to railroad tracks.
- L St from Marina round-about, Southbound to W 10<sup>th</sup> St
- Police Department L St at 4<sup>th</sup> St exterior and back parking lot all around
- Public Works Corp Yard 1201 W 4<sup>th</sup> St all landscaped areas
- 5<sup>th</sup> St at I St weed eat open space
- Foot of L St/ Marina Plaza all landscaped areas around the marina facilities including medians and entire walking trail

12. 256-4562 R.O.W

- W. 2<sup>nd</sup> St/ A Street Southbound from E Street to E. 6<sup>th</sup> Street
- A Street / W. 2<sup>nd</sup> Street Northbound from E. 6<sup>th</sup> Street to E Street
- Wilbur Ave Eastbound from Almond Street to Orchard Lane
- E 18<sup>th</sup> Street Eastbound at Wendy's Driveway and 18 E. 18<sup>th</sup> Street
- Weed eat open space between A St and 4<sup>th</sup> St

13. 256-4563 R.O.W

- Hillcrest Ave Northbound from 1416 Hill Dr to Valero Gas Station
- E. 18<sup>th</sup> Street Eastbound from 1800 Lassen Ct to 1860 E. 18<sup>th</sup> Street

14. 256-4564 R.O.W

- Lone Tree Way Northbound from 3501 Lone Tree Way to Terranova Dr
- Davidson Dr Westbound from Hillcrest Ave to Mountaire Dr
- Davidson Dr Eastbound from 100 Brookside Dr to 933 Basalt Ct
- Hillcrest Ave Southbound from 1445 Mellissa Circle to Davidson Dr
- Burwood Way Northbound from Hastings Ct to Wildflower Dr

- Wildflower Dr Eastbound from Burwood Way to Deer Valley Rd
- Deer Valley Rd Southbound from 2117 Wildflower Dr to Carpinteria Dr

15. 256-4565 R.O.W

- Lone Tree Way Southbound from 2 Greensboro Ct to James Donlon Blvd
- James Donlon Blvd Westbound from Lone Tree Way to Blythe Dr
- James Donlon Blvd Eastbound from Antioch Community Park driveway for Soccer fields up to Lone Tree Way
- Lone Tree Way Southbound from James Donlon Blvd to 4004 Lone Tree Way

16. 256-4566 R.O.W

- Johnson Dr Trail from Gentrytown Dr to 2860 Hayes Way
- Contra Loma Blvd Southbound from 3501 Patriot Ct to 3621 Old Glory Ct
- James Donlon Blvd Westbound from Contra Loma Blvd to Sommersville Blvd
- Mira Vista Ct and Mokelumne Trail from Rio Grande Dr to 1617 Mira Vista Ct
- Markley Creek Trail from 2839 Gentrytown Dr to 2860 Hayes Way

17. 256-4568 R.O.W

- James Donlon Eastbound from 3556 Swallow Way to 2016 Quesada Ct
- James Donlon Eastbound from Antioch Community Park driveway to Delta Da Anza Trail/ Soccer field driveway
- Silverado Trail Westbound from 2016 Quesada Ct to 3954 Warbler Way
- Cambridge Water Tank from 3681 Mallard Ct to 2539 Cambridge Dr
- 4800 Golf Course Rd Southbound to Mesa Ridge Dr

18. 256-4569 R.O.W

- Carpinteria Dr Westbound across from 1020 Carpenteria Dr to 500 Graphite Ct
- Carpinteria Dr East toward Eagle Ridge and South on Eagle Ridge from Cats Eye Ct to 425 Boulder Dr
- Eagle Ridge Dr North from 712 Peridot Ct to Carpenteria Dr East up to 700 Peridot Ct
- Eagle Ridge North/Southbound from Lone Tree Way to Greystone Dr
- Deer Valley Rd South from Carpenteria Dr to Lone Tree Way
- Blue Rock East /Westbound from Deer Valley Rd to Moraine Way
- Rocky Point Dr Westbound from Deer Valley Rd to Jarosite Ct
- Rocky Point Dr Eastbound from Rock Island Dr to Deer Valley Rd
- Asilomar East/Westbound from Deer Valley Rd to Rock Island Dr
- Country Hills Dr North/Southbound from Deer Valley to Lone Tree Way
- Lone Tree Way Westbound from Country Hills Drive to Eagle Ridge Dr
- Muirwood Dr North/Southbound from Lone Tree Way to Bamboo Way
- Ridgerock Dr Westbound from 101 Ridgerock Dr to Lone Tree Way

19. 256-4572 R.O.W.

- James Donlon Westbound from Sommersville Rd to 4084 Westridge Ct
- James Donlon Blvd Eastbound from 4084 Westridge Ct to Sommersville Rd
- James Donlon Blvd t Metcalf St landscape retention basin
- West Ridge Ct Eastbound to Metcalf St

- Metcalf St Northbound from Westridge Ct to James Donlon Blvd
- Heaton Ct from 4053 Heaton Ct Eastbound to Summit Way
- Crescent Ct in between 4003 and 4004 Crescent Ct
- Sommersville Rd Southbound from Markley Creek Park to James Donlon Blvd
- Summit Way from James Donlon Blvd South to 3545 Countryside Way

20. 259-4591 R.O.W.

- Country Hills Dr Eastbound from Truskmore Way to Carlow Way
- Country Hills Dr Westbound from Carlow Way to Cushendall Way
- Greencastle Way from 4858 Greencastle Way to 5501 Tipperary Way
- Cushendall Way from 4898 Cushendall Way to Country Hills Dr
- Canada Valley Northbound from Country Hills Dr to Vista Grande Way
- Canada Valley Rd Southbound from Greencastle Way to Country Hills Rd
- Canada Valley Trail from Country Hills Dr to Truskmore Way
- Canada Valley Trail from Truskmore Way head East past Castletown Way to end of pathway

21. 1002196 Medians

- Auto Center Dr from Hwy 4 to BNSF Railroad Tracks
- Auto Center Dr / W. 4th Street from W. 10th St to L St
- L St from Marina round-about to W. 10th St
- W. 10th St from L St to 1820 W. 10th St
- L St from Hwy 4 to W. 18<sup>th</sup> St
- A St from Hwy 4 to Railroad Ave
- A St from W. 10th St to Wilbur Ave
- A St from W. 6th St to W. 3<sup>rd</sup> St
- Wilbur Ave from Marie Ave to Georgia Pacific Corp
- Minaker Dr from Wilbur Ave to E.13<sup>th</sup> St
- Olive Lane at E. 18<sup>th</sup> St
- E. 18th St from Blossom Dr to Hargrove St
- E. 18th St from Viera Ave to Hwy 160
- Slatten Ranch Rd from Hilcrest Ave to Hwy 4 on ramp
- James Donlon Blvd from Lone Tree Way to 4084 Westridge Ct
- Contra Loma Blvd from James Donlon Blvd to Hwy 4
- Buchanan Rd from Contra Loma Blvd to Chateau Rd
- Sommersville Rd from James Donlon Blvd to Hwy 4
- Delta Fair Blvd from Sommersville Rd to Kendree St
- Delta Fair Blvd from Belle Dr to 2695 E. Leland Rd
- Auto Center Dr from Hwy 4 to BNSF Railroad tracks
- Empire Ave from Lone Tree Way to Wicklow Way
- Wicklow Way from Empire Ave to Slatten Ranch Rd
- Slatten Ranch Rd from Wicklow Way to Lone Tree Way
- Canada Valley Rd from Lone Tree Way to Country Hills Dr
- Country Hills Dr from Hillcrest Ave to Castletown Way
- Country Hill Dr at Carlow Way

- Country Hills Dr at Lone Tree Way
- Hillcrest Ave from San Martino Dr to Hwy 4
- Laurel Rd from Hillcrest Ave to Kirk Ln
- Wildhorse Rd from Hillcrest Ave to Meadow Lake St
- Deer Valley Rd from Sand Creek Rd to Hillcrest Ave
- Davidson Dr from Hillcrest Ave to Lone Tree Way
- Ridgerock Dr from Lone Tree Way to Boulder Dr
- Prewett Ranch Rd from Heidorn Ranch Rd to Dallas Ranch Rd
- Lone Tree Way from Empire Ave to Hwy 4/ A St
- Heidorn Ranch Rd from Lone Tree Way to Cole Ranch Ln
- Putnam St Towers at Polk Ct and Adams Ct

#### 4.3 MONTHLY MAINTENANCE PRICE SCHEDULE *(Required submittal form)*

<u>Area Location Name</u>	<u>Monthly Maintenance Cost</u>	<u>Total Five-Year Amount</u> (x60 months)
<b>1. 251-4511 R.O.W</b>		
Base bid for the 5 year term of the contract	\$ _____ per month:	\$ _____
<b>2. 251-4512 R.O.W</b>		
Base bid for the 5 year term of the contract	\$ _____ per month:	\$ _____
<b>3. 251-4513 R.O.W</b>		
Base bid for the 5 year term of the contract	\$ _____ per month:	\$ _____
<b>4. 251-4514 R.O.W</b>		
Base bid for the 5 year term of the contract	\$ _____ per month:	\$ _____
<b>5. 251-4521 R.O.W</b>		
Base bid for the 5 year term of the contract	\$ _____ per month:	\$ _____
<b>6. 253-4531 R.O.W</b>		
Base bid for the 5 year term of the contract	\$ _____ per month:	\$ _____
<b>7. 254-4541</b>		
Base bid for the 5 year term of the contract	\$ _____ per month:	\$ _____
<b>8. 254-4542 R.O.W</b>		
Base bid for the 5 year term of the contract	\$ _____ per month:	\$ _____
<b>9. 254-4544 R.O.W</b>		
Base bid for the 5 year term of the contract	\$ _____ per month:	\$ _____
<b>10. 255-4551 R.O.W</b>		
Base bid for the 5 year term of the contract	\$ _____ per month:	\$ _____
<b>11. 256-4561 R.O.W</b>		
Base bid for the 5 year term of the contract	\$ _____ per month:	\$ _____
<b>12. 256-4562 R.O.W</b>		
Base bid for the 5 year term of the contract	\$ _____ per month:	\$ _____
<b>13. 256-4563 R.O.W</b>		
Base bid for the 5 year term of the contract	\$ _____ per month:	\$ _____
<b>14. 256-4564 R.O.W</b>		
Base bid for the 5 year term of the contract	\$ _____ per month:	\$ _____
<b>15. 256-4565 R.O.W</b>		
Base bid for the 5 year term of the contract	\$ _____ per month:	\$ _____
<b>16. 256-4566 R.O.W</b>		
Base bid for the 5 year term of the contract	\$ _____ per month:	\$ _____
<b>17. 256-4568 R.O.W</b>		
Base bid for the 5 year term of the contract	\$ _____ per month:	\$ _____
<b>18. 256-4569 R.O.W</b>		
Base bid for the 5 year term of the contract	\$ _____ per month:	\$ _____

**19. 256-4572**

Base bid for the 5 year term of the contract	\$ _____ per month:	\$
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**20. 259-4591**

Base bid for the 5 year term of the contract	\$ _____ per month:	\$
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**21. 1002196 Medians**

Base bid for the 5 year term of the contract	\$ _____ per month:	\$
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<b>Unscheduled (extra) Work for 5 year term: include in bid grand total.</b>	<b>\$500,000.00</b>
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<b>Proposal Grand Total:</b>	<b>\$</b>
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The PROPOSAL GRAND TOTAL shall include the total amounts for all locations listed in Section 4, and for the frequency of service as outlined on the Task Frequency Sheet, for five years' worth of service provision. This amount shall be the total amount for the five years of contract for service.

The Unscheduled (extra) Work amount (listed as \$500,000) is the anticipated total for Unscheduled (extra) Work for the five-year term and will be included in the BID GRAND TOTAL. The City reserves the right to increase or decrease this dollar amount upon execution of Landscape Maintenance Service contract with selected Contractor.

**Unit Price equals Contract Price:** Unit prices given shall be the monthly price used for the duration of the contract (5 years, or 60 months) and will not increase due to fuel, labor, or materials costs.

The following **Sections 4.4 Monthly Maintenance Task Items, and 4.5 Task Frequency Sheet**, in conjunction together describe the location of each monthly maintenance task, the frequency with which the monthly maintenance task shall be undertaken, and the specification of work that each monthly maintenance task shall adhere to by the selected Contractor.

#### 4.4 MONTHLY MAINTENANCE TASK ITEMS

##### Trees, Shrubs and Planting Area Maintenance:

###### a) Tree Pruning:

Pruning of city trees shall be performed **as needed** to: (1) raise the lower branches of trees above vehicle obstruction height 14 feet minimum wherever they overhang medians and roadways; (2) where they encroach onto walkways and paved areas 9 feet minimum; (3) to remove suckers, water sprouts, and other undesirable growth on trees; (4) to remove all dead or damaged branches; and branches that are rubbing on walls and fences; (5) to eliminate any visibility obstructions at corners or intersections, (6) to clear obstructions of traffic signals. On slopes/hills all lower tree limbs shall be raised to a 7 feet minimum from ground level.

All pruning shall be done by qualified professional personnel using the Western Chapter of the International Society of Arboriculture pruning standards, approved methods and techniques. Excessive pruning, stubbing back, or topping will not be permitted. All pruning cuts shall be made beyond, and close to, the branch collar ring. Trees shall be cleanly cut with no tearing of the bark. Trees shall be allowed to take their natural shape whenever possible. The Contractor shall provide replacement trees, at Contractor's expense, if trees are "topped" or if the Western Chapter of the International Society of Arboriculture pruning standards are not met. The replacement tree(s) shall be replaced in size and kind of the damaged tree unless otherwise directed by the City's Contract Manager.

The selected Contractor should understand that the City will reserve the right to contract separately for costs associated with tree pruning.

Contractor may be called upon to respond for emergency removal of any down limb(s) and/or tree from the landscape areas during regular business hours.

###### b) Shrub Pruning: The following shrubs shall be pruned **one time per year** as directed by the Contract Manager to a height of 6" above the base of the plant of the finished grade:

- Dietes
- Hemerocallis
- Pennisetum- Shall be pruned every February without direction.
- Salvia

Pruning of other shrubs shall be performed **three times per year** to shape, particularly to correct miss-shaping. Shrub pruning shall be included on the **Draft/Initial Schedule of Duties as required in Section 5.8.**

Pruning of shrubs shall be performed to: (1) raise the lower branches of shrubs above vehicle obstruction height wherever they overhang medians and roadways; (2) where they encroach onto the walkways and paved areas; (3) remove suckers, water sprouts, and other undesirable growth on shrubs; (4) remove all dead or damaged branches; and branches that are rubbing on walls and fences; (5) eliminate any visibility obstructions at corners or intersections.

Shrubs shall be pruned to insure proper growth and control. All pruning shall be done by qualified professional personnel using approved methods and techniques. Shrubs shall be cleanly cut with no tearing of the bark. Shrubs are to be allowed to take their natural shape whenever possible. The Contractor shall provide replacement shrubs, at Contractor's expense, if shrubs are damaged.

- c) **Tree Staking:** The Contractor shall maintain existing stakes, ties and protective devices providing replacements **at all times** during the entire contract term, on all young trees until such time as they are no longer needed for support. The Contractor shall remove the stakes at this time, at no additional cost. Special care shall be taken to avoid any damage to tree trunks or branches by ties and stakes. Staked trees shall be inspected as needed to prevent such damage. The Contractor shall replace any plant material damaged due to negligence and/or lack of proper inspection at the Contractor's cost.

Trees shall be tied to stakes using only two broad ties of flexible material unless the Contractor obtains prior approval by the City's Contract Manager to use an optional method.

- d) **Planting Area Fertilization:** Fertilizer shall be applied **three (3) times per year** in March, June and October. Fertilizer shall be homogenized time-release pellet type, containing 15% nitrogen 15% phosphorus, and 15% potassium by weight or as directed/approved by the City's Contract Manager. Each application shall be at a rate of four (4) pounds per one thousand (1,000) square feet. Proposers shall include the annual fertilization schedule on the **Draft/Initial Schedule of Duties as required in Section 5.8**. City will provide all fertilizer. Contractor will provide the City an estimated quantity needed at least 30 days before application time and specify the intended spread rate based upon the product label.

All fertilizers shall be watered into the soil within three days of applications. Where drips systems exist, the fertilizer shall be watered into the soil within three days of application, using a hose if necessary or water truck if necessary. The Contractor may use dissolvable fertilizer tablets deposited in the wye-filter with prior approval of the Contract Manager. The Contractor shall use tablets produced for this type of application and with the NPK values stated in this subsection "h".

The City's Contract Manager shall require fertilizer spread rate and product label prior to applications and may require the Contractor to deposit empty fertilizer bags at a predetermined location to verify composition and rate of application. Contractor shall insure that no fertilizer is spread onto non landscape areas. Fertilizer that lands on sidewalks, streets, gutters, or hardscapes shall be cleaned up immediately. At no time shall fertilizer be allowed to enter the City's storm drain system.

- e) **Weed Control:** The landscaped areas shall be kept free of weeds **at all times** during the entire term of the contract. Weeding may be done manually or by use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If a chemical application is used it shall only be done in accordance with County, State and Federal Pesticide/Hazardous Chemical regulations.



Should damage to plants occur, the contractor shall replace those plants no cost to the City. Contractor shall provide the City a monthly pesticide application use report by the 10<sup>th</sup> of each month for the previous month's herbicide applications, no exceptions. Failure to do so may lead to termination of contract.

Weeds which reach a height of 4 inches or more shall be manually removed or hand pulled. Chemical spraying shall not be permitted for weeds exceeding 4" in height. All weed debris shall be removed from the area.

#### **Groundcover and Vine Maintenance**

- f) **Groundcover and Vine Pruning:** Groundcovers and vines shall be pruned **one (1) time per year** and shall be included on the **Draft/Initial Schedule of Duties as required in Section 5.8.**

Vines shall be pruned to within four (4) inches of the face and top of the sound wall, as directed by the Project Manager. Ground cover and vines shall be kept from growing onto or into trees.

Hypericum shall be mown one (1) time in February, to a height of three (3) inches. The mower shall be sharp; tearing or shredding of stems will not be allowed. Contractor shall replace damaged material at their cost.

- g) **Groundcover and Vine Edging:** Groundcovers and vines shall be edged **two (2) times per month**, along sidewalks, mow strips and edges between groundcover and other plant material types throughout the contract term. Proposers shall include a groundcover and vine edging schedule on the **Draft/Initial Schedule of Duties as required in Section 5.8.**

Vines shall be edged/pruned at the bottom of the soundwall to eliminate horizontal growth into planting areas, as directed by the City's Contract Manager. Extreme care shall be taken to protect vine bases and shrubs, replacement for vines or shrubs damaged due to contractor's activities shall be the Contractor's responsibility.

- h) **Groundcover and Vine Fertilization:** Fertilizer shall be applied **three (3) times per year** in March, June and September and shall be indicated on the **Draft/Initial Schedule of Duties as required in Section 5.8.** Fertilizer shall be homogenized time-release pellet type, containing 15% nitrogen 15% phosphorus, and 15% potassium by weight or as directed/approved by the City's Contract Manager. Each application shall be at a rate of four (4) pounds per one thousand (1,000) square feet. The Landscape Contractor shall provide an annual fertilization schedule to be approved by the City's Contract Manager. City will provide all fertilizer. Contractor will provide the City an estimated quantity needed at least 30 days before application time and specify the intended spread rate based upon the product label.

All fertilizers shall be watered into the soil within three days of applications. Where drips systems exist, the fertilizer shall be watered into the soil within three days of application, using a hose if necessary or water truck if necessary. The Contractor may use dissolvable fertilizer tablets deposited in the wye-filter with prior approval of the Contract Manager. The Contractor shall

use tablets produced for this type of application and with the NPK values stated in the above paragraph.

The City's Contract Manager may require the Contractor to deposit empty fertilizer bags at a predetermined location to verify composition and rate of application.

- i) **Weed Control:** The landscaped areas shall be kept free of weeds **at all times** during the entire term of the contract. Weeding may be done manually or by use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If a chemical application is used it shall only be done in accordance with County, State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the contractor shall replace those plants no cost to the City. Contractor shall provide the City a monthly pesticide application use report by the 10<sup>th</sup> of each month for the previous month's herbicide applications, no exceptions. Failure to do so may lead to termination of contract.

Weeds which reach a height of 4 inches or more shall be manually removed or hand pulled. Chemical spraying shall not be permitted for weeds exceeding 4" in height. All weed debris shall be removed from the area.

**Grounds Maintenance:**

Disposal Site – The City will provide to the contractor, a disposal site within twelve miles of the work locations.

- j) **Litter Removal in Landscaped area:** Landscaped areas shall be kept free of all litter, i.e. paper, rubbish and debris, at a minimum of **two times per month** during the entire contract term. No debris shall be blown onto roadways or walkways.

In Mitigation areas, enclosures shall be considered planting areas and shall be kept free of litter at a minimum of one time per week. Where enclosures do not exist, maintained wells are considered to be a 3' diameter circle from the center point of the plant.

All mulch, bark and decomposed granite shall be kept within the planter area, and clean from walks and gutters.

Any hazardous material or unusual and/or unknown materials shall be reported to the City at 925-779-6950

- k) **Litter Removal in Concrete, Paved, Decomposed Granite & Rock Blanket areas:** Sidewalks, curbs, gutters, pavers, paved areas, decomposed granite (dg) and rock blanket areas adjacent or within the site shall be kept free of all litter, i.e. paper, rubbish and debris, **as needed** during the entire contract term. No debris or cuttings shall be blown onto roadways or walkways.

**l) Cuttings and Trimmings Removal:** All cuttings, trimmings and leaf debris shall be removed from the sites **upon cutting or trimming**, during the entire contract term. No debris or cuttings shall be blown onto roadways or walkways. All organic materials and debris collected during landscape maintenance activities (green waste), including grass clippings, leaves, and shrub and tree trimmings, shall not be sent to a landfill. Disposal Site – The City will provide to the contractor, a disposal site within twelve miles of work locations.

**m) Weed Control in Concrete, Paved, Decomposed Granite & Rock Blanket areas:** Sidewalks, curbs, gutters, pavers, paved areas, decomposed granite (dg) and rock blanket areas adjacent or within the site shall be kept free of weeds **at all times** during the entire term of the contract. Weeding may be done manually or by use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If chemical application is used, it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the contractor shall replace those plants at no cost to the City.

Weeds which reach a height of 4 inches or more shall be manually removed or hand pulled. Chemical spraying shall not be permitted for weeds exceeding 4" in height. All weed debris shall be removed from the area.

In some cases, the area to be kept free of weeds is vacant land that may contain uneven ground and/or deleterious materials which requires chemical applications at the appropriate times to minimize difficult mechanical removal. The contractor shall be responsible for weed control or removal **at all times**.

**n) Median(s) Weed Control:** The entire median(s) shall be kept free of weeds, nose to nose, curb to curb, including the planting areas and all hardscaped areas **at all times** during the entire contract term. Weeding may be done manually or by use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If a chemical application is used it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the contractor shall replace those plants at no cost to the City. Contractor shall provide the City a copy of its monthly pesticide application use report by the 10<sup>th</sup> of each month for the previous month's herbicide applications, no exceptions. Failure to do so may lead to termination of contract. Weeds which reach a height of 4 inches or more shall be manually removed or hand pulled. Chemical spraying shall not be permitted for weeds exceeding 4" in height. All weed debris shall be removed from the area.

**o) Median(s) Litter Removal:** The entire median(s) shall be cleared of all litter, i.e. paper, rubbish and debris, **two (2) time per month** during the entire contract term, and kept clear of most litter at all times. Median(s) shall be swept and kept free of debris, rocks, glass, leaves, and signs. Any drainage inlets adjoining a landscaped median section shall be kept free of debris, rocks, glass, soils, and any deleterious materials that will impede water flow. No blowers shall be used to clean the median(s). All debris shall be removed from the area. No debris shall be blown onto roadways or walkways.

- p) Weed abatement:** In lots or open spaces as specified and described in this contract. Contractor shall mow or weed eat all weeds to a height of four inches (4") or less **one (1) time per year** in conjunction with fence line clearing. Weed abatement shall occur during the month of May or as directed. All slash or weed material shall be removed. Tree wells shall be kept free of weeds at all times. The tree well shall be considered the drip line of the specific tree.

Weed abatement is required for projects that contain open space that is unimproved.

Fence lines shall be cleared of weeds one (1) time per year in conjunction with Weed Abatement. Weed removal may be done manually. Weed control may be done by use of selective weed killers as recommended by a Pest Control Advisor provided the weeds do not reach a height of 4" or greater. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If chemical application is used, it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the contractor shall replace those plants at no cost to the City. All weed debris shall be disposed of at the Contractor's expense.

- q) Fungus, Disease, Rodent and/or Insect Infestation Control:** It shall be the Contractor's responsibility to keep all landscape areas specified and described in this contract free of fungus, disease, rodents and/or insects **at all times**. Any pesticides used must be on the State Department of Agriculture's approved list. All pesticides used shall be recommended by a qualified Pest Control Advisor (PCA). The PCA may either be a sub-contractor consultant to the Contractor, or be on the Contractor's staff. If on Contractor's staff, proof of qualifications shall be provided for as detailed in **Section 5.4, Employee/Staff Experience and Qualifications**.

The Contractor shall meet all government agency requirements for storage, use, disposal and record keeping at all times. The contractor shall have all the current, valid permits and licenses legally required before any pesticides are used. The Contractor shall maintain pesticide labels and Material Safety Data Sheets (MSDS) for all chemicals used at the sites. Storage site inspections, MSDS, permits, and licenses shall be available for review at any time by the City. Contractor shall provide the City a copy of its monthly pesticide application use report by the 10<sup>th</sup> of each month for the previous month's herbicide applications, no exceptions. Failure to do so may lead to termination of contract.

The City's Contract Manager shall be notified 48 hours prior to the expected date of application of any pesticides. Pesticides must be brought to the work site in the original manufacturer's container and be properly labeled with guarantee analysis. All spraying shall be done with extreme care to avoid over spray and any hazard or damages to any person, pet or adjacent property area. The Contractor shall be responsible for restitution and/or repair of any hazard or damage.

In Mitigation areas, enclosures shall be considered planting areas. Mitigation/plant enclosures shall be maintained to protect plant material from rodent or animal damage, as per original

installation specifications. Where enclosures do not exist, maintained wells are considered to be a 3' diameter circle from the center point of the plant.

- r) **Irrigation Management and Repairs:** The selected Contractor will be solely responsible for the maintenance and proper operation of all irrigation systems as well as "minor" irrigation repairs from all lateral lines up to the top of the sprinkler head. Minor irrigation repairs include the following: adjustment of height and direction of irrigation heads, lateral line repairs, valve repairs, replacement of spray nozzles, washer, broken risers, solenoids and other small parts. Minor repairs shall be made as encountered by crews in the field or as directed by the City's Contract Manager or designee. Responsibility for minor repairs shall include, but not be limited to, all required maintenance and repairs due to vandalism, accidents, and "acts of God." Full compensation for irrigation maintenance, adjustments and minor repairs shall be considered as included in the **Monthly Maintenance Cost & Bid Grand Total** as required in **Section 4.3 Monthly Maintenance Price Schedule**. Monthly inspections shall be performed of all irrigation systems and the City's Contract Manager shall be notified within 24 hours of any and all irrigation problems. Repairs to correct irrigation problems shall be performed within 48 hours of notification/discover of irrigation problems. If repairs are not made within 48 hours, the City's Contract Manager may outsource the needed repairs and deduct the billable amount from the monthly billing for that landscaped section or assess Liquidated Damages and deduct from monthly invoice payment. **All irrigation parts will be provided by the City to the Contractor. A material request list will be submitted to the City by the Contractor detailing the parts and quantities as well as the SLLD zone or median where the materials will be used. The City will provide an irrigation material requisition form in PDF to the Contractor for the purpose of any and all requests. Crews must use this form when requesting materials.**

#### **Major Unscheduled Irrigation Repairs**

The selected Contractor shall be responsible for all "major" damage, repair, and extra work of all irrigation systems. Major repairs/extra work include but are not limited to the following: accidents, vandalism, mainline repairs, replacement of valves, height adjustment to valve boxes and quick couplers, and irrigation wire repairs. All costs for repair shall be invoiced based on unit costs for labor as provided in **Section 4.5 Unscheduled (Extra) Work Unit Price Scheduled**.

The selected Contractor shall adjust automatic controller programs at all times for seasonal water requirements. The Contractor shall keep all irrigation heads clean of flow impediments, and adjusted properly at all times. The Contractor shall monitor the irrigation system and advise the Contract Manager of needed repairs. Damages to plant material due to the Contractor's lack of performance in accordance with these specifications shall be the responsibility of the Contractor.

The Contractor shall keep all the controller enclosures free of debris and pests (slugs, ants, spiders, etc.) at all times. Any resultant damage due to the Contractor not meeting this specification will be the responsibility of the Contractor.

The City primarily operates a Rainmaster Laguna Oasis central irrigation system. This system is currently operable in a number of locations. Bidder shall verify locations during the proposal process.

All controllers and enclosures shall be serviced monthly which includes:

- All station test/system check
- Monitoring of systems to ensure station optimization
- Battery replacement (If needed)
- Cabinet clean up

The Contractor shall have sole responsibility for managing the irrigation of these sites as described in these special provisions.

At any time the City reserves the right to direct the contractor to operate any field unit Node and Dig in a standalone mode. The Contractor shall assume responsibility to operate and manage the irrigation system upon notification as described in these specifications.

The Contractor shall replace the batteries as needed and be compensated in accordance with the unit price as indicated in the bid. If the Contractor uses a non-rechargeable battery and causes damage to any controller the Contractor shall replace or repair the controller at the Contractor's expense.

**s) Irrigation Testing and Programming**

Irrigation programming shall be the responsibility of the Contractor and may be directed by the City's Contract Manager to maintain proper growth. Irrigation shall be applied at hours that will ensure traffic and access is not disturbed. Watering shall be controlled to prevent runoff, ponding, and overwatering.

The Contractor shall insure that irrigation system operations shall be performed according to City local water agency and district policies and ordinances. These policies may regulate day of week, frequency, and/or time of day watering. It is the Contractor's responsibility to water within these policies. Contractor shall perform a Monthly Irrigation Systems Check of all the irrigation systems maintained under this contract. At a minimum, a monthly irrigation system check consists of the following: Activate all remote-control valves, flush lines, repair of water line breaks and equipment malfunctions, adjustment or replacement of sprinkler heads and nozzles to ensure proper water delivery to landscaped areas.

Manual watering may be necessary to maintain a healthy landscape. Hoses, nozzles and sprinklers for manual watering shall be provided by the Contractor. Manual watering which is necessary due to the Contractor's inability to repair the irrigation system shall be at the Contractor's expense. Manual watering which is necessary due to the Contractor's inability to repair the irrigation system due to situations outside of the Contractor's control may be considered extra work and compensation may be made on a time and material basis. The City reserves the right to make the determination of situations outside Contractor's control at City's sole discretion.

The Contractor shall be responsible to field monitor the water application and recommend irrigation program modifications to the Contract Manager. The Contractor shall be responsible for troubleshooting all field-related equipment problems, identifying field-related program problems, identifying program adjustments needed to meet responsible water applications parameters and for all field-related repair work.

**t) Trail Maintenance**

The selected contractor shall be solely responsible for the trail maintenance. Trim trees and shrubs twice a year. Weed control to be performed in landscape areas at all times. Weed Control in open spaces shall be once a year. Ground cover and vine pruning shall be one time a year. Weed control shall be five (5) feet on both sides of trail at all times. Irrigation repairs as directed.

4.5 MONTHLY MAINTENANCE ITEMS & TASK FREQUENCY

Task Frequency Sheet	1 – 251-4511 ROW	2 – 251-4512 ROW	3 – 251-4513 ROW	4 – 251-4514 ROW	5 – 252-4521 ROW	6 – 253-4531 ROW	7 – 254-4541	8 – 254-4542 ROW	9 – 254-4544 ROW	10 – 255-4551 ROW	11 – 256-4561 ROW	12 – 256-4562 ROW	13 – 256-4563 ROW	14 – 256-4564 ROW	15 – 256-4565 ROW	16 – 256-4566 ROW	17 – 256-4568 ROW	18 – 256-4569 ROW	19 – 256-4572	20 – 259-4591	21 – 1002196 (Medians)	Trail Maintenance (in SLLDs)
Trees, Shrubs, and Planting Area Maintenance:																						
a. Tree pruning as needed.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
b. Shrub pruning three times per year and as needed.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
c. Tree staking as needed	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	
d. Planting area fertilization three times per year, March, June, and Oct.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
e. Weed control at all times.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Groundcover and Vine Maintenance:																						
f. Groundcover and vine pruning one time per year.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
g. Groundcover edging two times per month.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
h. Groundcover and vine fertilization three times per year, March, June, and Oct.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
i. Weed control at all times.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Grounds Maintenance:																						
j. Landscaped area litter removal two times per month.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
k. Litter removal in paved, DG, and rock blanket areas two times per month.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
l. Cuttings and trimmings removal daily as needed	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	
m. Weed control in paved, DG, and rock blanket areas at all times.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
n. Median(s) weed control at all times.																					X	
o. Median(s) litter removal two times per month.																					X	
p. Weed abatement one time per year in open spaces											X	X										
q. Fungus, disease, rodent, and/or insect infestation control at all times.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
r. Irrigation management at all times.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
s. Irrigation testing monthly and programming as needed	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
t. Irrigation main line repair and valve replacement as needed																						
Trail Maintenance for trails within each SLLD																						
u. Trim Trees and Shrubs twice a year																						X
v. Weed Control in landscape areas at all times																						X
w. Weed Control in open spaces and trails one time per year																						X
x. Ground cover and vine pruning one time per year																						X
y. Weed Control five feet both sides of trail at all times																						X
z. Irrigation Repairs as needed																						X



#### 4.6 UNSCHEDULED (EXTRA) WORK UNIT PRICE SCHEDULE *(Required submittal form)*

Further description of items on following pages.

#	Description	Unit	Unit \$
1.	Maintain additional shrub/ground cover area per month.	1 sq ft	
2.	Lead person on call labor as required for unscheduled work.	1 hr	
3.	Crewmember labor as required for unscheduled extra work.	1 hr	
4.	Fifteen-gallon tree replacement.	1 ea	
5.	Five-gallon tree replacement.	1 ea	
6.	Five-gallon shrub replacement.	1 ea	
7.	One-gallon shrub/ground cover/vine replacement.	1 ea	
8.	One flat ground cover (64 plant count or greater).	1 ea	
9.	Sod	1 sq ft	
10.	Install Shredded bark mulch.	1 cy	
11.	Decomposed Granite.	1 cy	
12.	2, 2" X 8' Lodgepole tree stakes with 2 cinch ties.	1 set	
13.	1, 3" X 8' Lodgepole tree stakes with 2 cinch ties.	1 ea	
14.	2 tree ties.	1 pair	
15.	Cost per hour for on-call tree pruning services	1 hr	
16.	Irrigation Technician	1 hr	

#### 4.7 UNSCHEDULED (EXTRA) WORK ITEM DESCRIPTIONS

**Item #1** Bid a unit price per square foot to maintain additional shrub/groundcover areas per month. The unit cost shall include material, labor and equipment necessary to meet specification requirements.

**Item #2** Provide lead person hourly rate for Unscheduled Work. Unscheduled Work may include landscaped systems improvements within the contract locations. The total hourly rate quoted shall include all wages, payroll taxes, fringe benefits, insurance, administrative overhead, profit, and cost of tools, equipment, fuel, repairs, and transportation of labor and equipment.

**Item #3** Provide crew member hourly rate for Unscheduled Work. Unscheduled Work may include landscaped systems improvements within the contract locations. The total hourly rate quoted shall include all wages, payroll taxes, fringe benefits, insurance, administrative overhead, profit, and cost of tools, equipment, fuel, repairs, and transportation of labor and equipment.

**Items #4-7** Bid a unit cost for replacement of a 15-gallon tree, a five gallon tree, five gallon shrub or one gallon shrub. The unit price shall include all labor, removal of dead material, furnishing and planting of new material and a 90-calendar day guarantee period. The tree or shrub shall be installed as per Sacramento County Standard Specifications Section SS110-03 and Detail L-1, L-2 with all required materials.

**Item #8** Bid a unit cost to install one flat of groundcover (minimum 64 count). The unit price shall include labor, removal of dead material, furnishing and planting new material and a 90-calendar day guarantee period. Groundcover shall be installed as per Section SS108-5 of the Sacramento County Standard Specifications.

**Item #9** Bid a unit price for planting a square foot of sod. The unit cost shall include labor, removal of dead turf, preparing the soil by rototilling to a depth of four (4) inches, finish grading, fertilization and the furnishing, placing and watering of new sod.

**Item #10** Bid a unit cost to provide one cubic yard of shredded bark mulch. Mulch shall be approved by Contract Manager prior to installation. The unit cost shall include material, labor and equipment to install shredded bark mulch, type is subject to approval of Contract Manager.

**Item #11** Bid a unit cost to provide one cubic yard of decomposed granite. Decomposed granite shall be approved by Contract Manager prior to installation. The unit cost shall include material, labor and equipment to install decomposed granite.

**Item #12** Bid a unit price to provide a pair of two-inch (2") by eight-foot (8') lodgepole stakes with two (2) tree ties. The unit price shall include materials, labor and equipment to install the stakes.

**Item #13** Bid a unit price to provide one (1) three-inch (3") by eight-foot (8') lodgepole stakes with two (2) tree ties. The unit price shall include materials, labor and equipment to install the stakes.

**Item #14** Bid a unit price to install two (2) tree ties. The unit price shall include materials, labor and equipment to install the ties.

**Item #15** Cost per hour for unscheduled (extra) tree pruning for trees as described in **Section 4.5.a.**

**Item #16** Cost per hours for unscheduled (extra) Irrigation work in **Section 4.5.t.**

## **SECTION 5**

### **CONTRACTOR'S LICENSE, EXPERIENCE AND QUALIFICATIONS, AND OPERATIONS PLAN**

*(Required submittal form)*

#### **5.1 CONTRACTOR'S LICENSE CERTIFICATION**

Any person or entity submitting a proposal on this project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code at the time of proposal submittal. A proposal submitted to the City by a contractor who is not licensed as set forth above shall be considered non-responsive and shall be rejected by the City.

The Proposer shall provide in writing to the City their contractor's license number, name on the license, classification, and expiration date of the license with their proposal.

The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the City that the records of the California Contractors' State License Board indicate that the contractor was properly licensed at the time the proposal was submitted and the license has remained in valid and good standing after award of the contract. Any proposer or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the proposer to maintain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the proposer.

#### **CERTIFICATION**

In accordance with the California Business and Professions Code, I do hereby, under Penalty of Perjury, certify that the following contractor's license information is true and correct.

**Contractor's License No.** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**Contractor's Classification:** \_\_\_\_\_

\_\_\_\_\_  
Contractor's Name (Printed)

\_\_\_\_\_  
Proposer's Signature  
(Same signature as on Bid Proposal)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer's Name (Printed)

\_\_\_\_\_  
Proposer's Title

## 5.2 DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTORS REGISTRATION FORM

Any person or entity submitting a proposal on this project to engage in the business or act in the capacity of a contractor shall register as a contractor in accordance with the provisions of the Department of Industrial Relations (DIR). A bid submitted to the City by a contractor who is not registered as set forth above shall be considered non-responsive and shall be rejected by the City.

Before awarding the contract for this project, the City must verify that the contractor was properly registered when the contractor submitted his/her bid on this project. In order for the City to verify the registration status of a contractor, the contractor, at the time he/she submits his/her bid for the project, shall provide in writing to the City his/her contractor's registration number, name on the registration, and expiration date of the registration.

No bid submitted to the City shall be invalidated by the failure of the Proposer to be registered in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. Any Proposer or contractor not so registered shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the DIR. Failure of the Proposer to obtain proper and adequate registration for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the Proposer.

### CERTIFICATION

In accordance with the DIR, we do hereby, under Penalty of Perjury, certify that the following contractor's registration information is true and correct.

Contractor's Registration No. \_\_\_\_\_

Expiration Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor's Name (Printed)

\_\_\_\_\_  
Proposer's Signature  
(Same signature as on Bid Proposal)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer's Name (Printed)

\_\_\_\_\_  
Proposer's Title

### 5.3 PROPOSER EXPERIENCE AND OPERATIONS PLAN OVERVIEW

Each Contractor submitting a proposal shall clearly detail, on the forms provided in this Section 5, each of the following:

**Firm Experience and Qualifications:** Proposer shall detail their firms experience as necessary to demonstrate satisfactory compliance with the minimum qualification requirements as listed in **Section 1.4**. Additionally, firm experience and qualifications will be used by the City as a basis for evaluation when determining the most qualified Proposers, as further detailed in **Section 5.4**.

**Employee/Personnel Experience and Qualifications:** Proposer shall list the names and experience/qualifications of any employees who would be responsible for undertaking the Monthly Maintenance Task Items detailed in **Section 4**, should a contract be provided. Employee experience and qualifications will be used by the City as a basis for evaluation when determining the most qualified Proposers, as further detailed in **Section 5.5**.

**Operations Plan Details:** Proposer shall detail an inventory of equipment, location of any equipment and materials storage facilities, customer service processes and call center location (if applicable), and a draft/initial schedule of duties to demonstrate how Proposer intends to undertake Monthly Maintenance Task Items detailed in **Section 4**, in a routine manner. The Operations Plan Details submitted will be used by the City as a basis for evaluation when determining the most qualified Proposers, as further detailed in **Section 5.7**.

#### 5.4 FIRM EXPERIENCE AND QUALIFICATIONS *(Required submittal form)*

The proposer has been engaged in the contracting business, under the present business name for \_\_\_\_\_ years. Experience in work of a nature similar to that covered in the proposal extends over a period of \_\_\_\_\_ years.

Estimated Total number of employees required to meet contract specifications: \_\_\_\_\_

The proposer, as a Contractor, has never failed to satisfactorily complete a Contract awarded to it, except as follows:

*Please provide written explanation on a separate sheet(s).*

Please provide a listing of similar contracts related to the Landscape Maintenance Services that are currently active or have been satisfactorily completed in the last five (5) years. Please provide a contact name for each of the contracts listed.

Contract Year(s)	Type of Work Performed	Annual Contract Amount	Client/Agency Name	Contact Name /Title Phone Number

#### 5.5 SUPERVISORY AND LEAD WORKER STAFF EXPERIENCE AND QUALIFICATIONS *(Required submittal form)*

Employee/Staff Name	Title & Position	Years w/ Firm	Years Experience in Trade	Specialized Certifications

*Use additional sheets of paper as necessary for additional references or employees.*

## 5.6 DESIGNATION OF SUBCONTRACTORS *(Required submittal form)*

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each proposer shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the Services to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total proposal or ten thousand dollars (\$10,000.00), whichever is greater. The prime Contractor shall list the portion of the work which will be done by such Subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law. Subcontractors shall provide all required licensing documentation to City.

SUBCONTRACTOR (Name & Location)	% OF WORK	ESTIMATED ANNUAL DOLLAR AMOUNT	WORK TO BE PERFORMED BY SUBCONTRACTOR

**5.7 OPERATIONS PLAN** *(Required submittal forms)*

**Equipment Inventory:** Please provide a list of all equipment that will be utilized in the performance of this contract.

Quantity	Name, Type and Capacity	Model Year and Condition	Fuel Type

**Equipment Storage and Maintenance Facility:** Please provide the facility location(s) where the equipment utilized in this contract will be staged:

---

Street address

---

City, State, Zip Code

**Customer Service Call Center:** Please list the address and phone number of the Customer Service center where calls will be received for this Contract:

---

Street address

---

City, State, Zip Code

---

Phone Number

Will Customer Service representatives be available during normal business hours to answer calls? Y / N (*circle one*)



#### **5.8 DRAFT/INITIAL SCHEDULE OF DUTIES (proposers own form)**

The selected Contractor will be required to supply the City with a written routine schedule of duties that covers typical days each month on which **Monthly Maintenance Task Items** (detailed in **Section 4**) are expected to be completed. Proposers are asked to submit a draft/initial schedule of duties based upon their review of the Monthly Work Task Items, Task Frequency, and a physical site visit to each of the project areas.

The City understands that modifications to the draft/initial schedule of duties submitted by proposers may be required upon execution of a contract with selected Contractor. The requirement to submit a draft/initial schedule of duties is intended to demonstrate proposers understanding of work to be completed each month, and further demonstrates the organizations ability to manage such Monthly Maintenance Task Items in a routine and regular manner. The format for draft/initial schedule of duties is open to proposers, however, is a required submittal document. Proposers not submitting a draft/initial schedule of duties may not be eligible for selection.

## **SECTION 6**

### **EXCEPTIONS, GUARANTEES AND CERTIFICATIONS**

#### **6.1 EXCEPTIONS TO AGREEMENT** *(Required submittal forms)*

Proposers are to prepare all Cost Schedule forms (Section 4) based on the program specifications set forth in the RFP documents without considering any exceptions that may be set forth on this form. In the event the proposer takes exception to the RFP specifications, they may set forth those exceptions in the following manner:

- The exceptions are to be presented on a separate paper titled, “Form Exceptions to Agreement”.
- Each exception must be presented separately by stating: the specific exception, the page and line numbers of the exception, the suggested changes to the program related to the exception, the suggested changes in the Agreement language related to the exception, the manner in which the proposed change would benefit the City, the customers or both, and the specific dollar change in each of the various service rates, as proposed by the proposer in this RFP, that would take place if the exception was accepted by the City.
- The exceptions must be followed with the following language without exception.
- **“Except as set forth above, proposer is in complete agreement with the proposed terms, conditions and business arrangements described in the RFP including the attached Agreement. The proposer assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the Agreement under whatever circumstances may develop other than as herein provided.”**
- The form must be signed by an individual authorized to commit the proposer’s firm to the Agreement in the manner set forth below.

Date: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Please note that if exceptions are taken, all required information as set forth above must be submitted. Exceptions taken without providing the required information will not be considered.

## **6.2 GUARANTEE REQUIREMENTS** *(Required with submittal)*

### ***Option A.***

The City of Antioch will require that all proposals be either accompanied by a Bid Guarantee in the form of cash, a certified check, a cashier's check, or a bidder's bond. The Bid Guarantee shall be executed by an admitted surety insurer in favor of the City of Antioch, the amount of which shall not be less than ten percent (10%) of the Bid Grand Total as indicated in **Section 4, Cost Schedule**.

Additionally, before beginning said work, the Contractor shall file one bond with the City, made payable to the City. The bond shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. The bond shall be for \$100,000 and shall guarantee the faithful performance of the Agreement.

Or

### **Option B.**

Contractor agrees to a 5% retention of payment as follows:

(5%) retention will be withheld from each invoice payment for the duration of over three (3) year contract and any extensions granted. Upon the expiration of the contract and any extensions granted and provided the areas of work are in conformance with the special provisions, the retention will be released thirty-five (35) days from the end of the contract term or any extensions granted. The Contractor shall request that the City's Contract manager or designee inspect all maintenance areas under contract thirty (30) working days before the end of the contract term and any extensions granted. The City's Contract manager or designee shall inspect the sites with the Contractor to determine if the maintenance areas are in conformance with the specifications and any special provisions outlined in this RFP. If any corrections are needed, Contractor must complete all corrections by the end of the contract term and any extensions. Should areas requiring correction remain after the end of the contract term and any extensions, the City will make arrangements to have the corrections completed. The cost to complete such corrections will be deducted from the retention amount due back to the Contractor.

Signatures Required on next page.

By signing below, the contractor understands and agrees to abide Option A or B, as explained in Section 6.2 "GUARANTEE REQUIREMENTS" on the previous page (page 42).

(Please mark one of the following selections to abide by with an X)

Option A \_\_\_\_\_

OR

Option B \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### 6.3 NON-COLLUSION AFFIDAVIT *(Required with submittal)*

#### NONCOLLUSION AFFIDAVIT

To the City of Antioch  
*DEPARTMENT OF PUBLIC WORKS.*

The contractor, by its officers and agents or representatives present at the time of filing this proposal, 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 proposals; that no proposal has been accepted from any subcontractor or supplier through any proposal depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering any proposal from any subcontractor or supplier which is not processed through said proposal depository, or which prevent any subcontractor or supplier from proposals to any Contractor who does not use the facilities or accept proposals from or through such proposal depository; that no inducement of any form or character other than that which appears upon the face of the proposal 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 proposal.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**6.4 SIGNATURE CERTIFICATION PAGE** *(Required with submittal)*

If proposer or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing the firm; if proposer or other interested person is an individual, state first and last names in full.

By my signature on this proposal, I certify, under the Penalty of Perjury, that the foregoing Non-Collusion Affidavit and Contractor's License Certification along with all other statements in this proposal are true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
Legal Company or Corporation Name

\_\_\_\_\_  
Business Type (Corporation, Partnership, etc.)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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## Appendix A

**EXAMPLE**

### **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.

**\*\*\*CONTRACT NAME\*\*\***

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3.1.2 [Insert Term or Time of Performance].

[If engaging the Contractor for a particular term, use the following provision]

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. [If the City has specific milestones or timelines for performance, please input those requirements in the "Schedule of Services" attached as Exhibit "B," otherwise mark reserved in Exhibit "B."]

[If engaging the Contractor to perform a discrete task with a specified deadline, use the following provision]

Contractor shall perform its services in a prompt and timely manner and shall commence performance upon the Effective Date. Contractor shall complete the services required hereunder within [Insert number of calendar days for performance of the services – if more detail is required attach "Schedule of Services" as Exhibit "B," otherwise mark reserved in Exhibit "B."]

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.

["CONTRACT NAME"]



3.2.5 Contractor's Representative. Contractor hereby designates **\*\*\*INSERT NAME OR TITLE\*\*\***, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

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

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

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform

the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the

requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

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

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

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

**3.2.10.7 Water Quality.**

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

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

["CONTRACT NAME"]

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 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 Payment and Performance Security

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.

**3.2.13.5 Retention.** From each City-approved payment request, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All retention shall be released and paid to Contractor within thirty-five (35) calendar days of the end of the Agreement term or any extensions thereto subject to the following conditions. The Contractor shall request that the City's Representative or designee inspect all maintenance areas within thirty (30) business days prior to the expiration of the term of the Agreement. The City's Representative or designee shall inspect the maintenance areas with the Contractor to determine if the maintenance areas are in conformance with the requirements under this Agreement. If any corrections of deficiencies in the work are needed, Contractor must complete all corrections by the end of the Agreement term and prior to release of retention by the City. Should any maintenance areas requiring correction following expiration of the Agreement term, the City may make arrangements to have the corrections completed at the Contractor's sole cost and expense. The cost to complete such corrections will be deducted from the retention held by the City, and the balance, if any and subject to any other authorized withholdings, will be released to the Contractor.

**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.

[\*\*CONTRACT NAME\*\*]

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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:

["CONTRACT NAME"]

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 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

\*\*\*CONTRACT NAME\*\*\*



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 work days. 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.

["CONTRACT NAME"]

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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.

[SIGNATURES ON NEXT PAGE]

["CONTRACT NAME"]

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF ANTIOCH  
AND [\*\*\*INSERT CONTRACTOR NAME\*\*\*]

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

CITY OF ANTIOCH

[\*\*\*INSERT CONTRACTOR NAME\*\*\*]

*Approved By:*

\_\_\_\_\_  
Rowland E. Bernal Jr.  
City Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Arne Simonsen  
City Clerk, MMC

*Approved As To Form:*

\_\_\_\_\_  
Thomas Lloyd Smith  
City Attorney

[\*\*CONTRACT NAME\*\*]

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**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**\*\*\*INSERT SCOPE\*\*\***

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

**[\*\*\*INSERT SCHEDULE\*\*\*]**

EXHIBIT "C"  
COMPENSATION

.

\*\*\*INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES\*\*\*

## EXHIBIT "D"

### INSURANCE REQUIREMENTS

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

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

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

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

#### Commercial General Liability (CGL):

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

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

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

#### Automobile Liability:



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

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

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

**Professional Liability (Errors and Omissions):**

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

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

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

**Workers' Compensation Insurance:**

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

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

**Builder's Risk (Course of Construction):**

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

**Contractor's Pollution Legal Liability:**

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

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

#### **Cyber Liability Insurance**

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

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

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

#### **Surety Bonds:**

Contractor shall provide the following Surety Bonds:

\_\_\_\_ Bid Bond  
\_\_\_\_ Performance Bond or \_\_\_\_\_ Retention  
\_\_\_\_ Payment Bond

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

#### **Other Insurance Provisions:**

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

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

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

coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

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

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

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

\_\_\_\_ **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

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

\_\_\_\_ **Waiver of Subrogation:**

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

\_\_\_\_ **Completed Operations**

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

**THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS**

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

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

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

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

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

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

**Acceptability of Insurers:**

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

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

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

**APPENDIX B**  
**LANDSCAPE MAINTENANCE AREA MAPS**

**Please see the PDF “Appendix B Map Attachment”**  
**For a complete visual of all Zones**

## **APPENDIX C**

### **ADDITIONAL SPECIAL PROVISIONS**

#### **C.1) PAYROLL RECORDS**

- Pursuant to Labor Code section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (“DIR”) on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. 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.
- Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Work, 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 subject to any applicable liquidated damages 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.
- The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:
  - A certified copy of the employee’s payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
  - A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.
- Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement (“DLSE”) of the DIR or shall contain the same information as the forms provided by the DLSE.

#### **C.2) PREVAILING WAGE**

See Section 3.3, subsection 3.3.5 in Appendix A.

#### **C.3) PROTECTION OF ROADWAY FACILITIES**

It shall be the responsibility of the Contractor to protect existing culverts, railings, signs street lights, and all other roadway appurtenances, which are to remain and be incorporated into the

maintenance work area. Facilities damaged due to the Contractor's operations shall be repaired or replaced, as directed by the Landscape Inspector at the Contractor's expense.

**C.4) PROTECTION OF EXISTING FACILITIES AND PLANT MATERIAL**

The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by the Contractor's personnel or equipment will promptly be repaired to the condition existing before the damage. If, in the opinion of the Contract Manager, repair is not possible, the damaged facilities or plant material will be replaced in kind and size. All costs for such repairs or replacements shall be the sole responsibility of the Contractor. Damages to City facilities or plant material due to the Contractor's lack of performance in accordance with these specifications are the Contractor's responsibility.

**C.5) VANDALISM AND ACCIDENTAL DAMAGE**

City assumes responsibility for the cost of repairing or replacing appurtenances significantly damaged by persons other than the Contractor or its agents. Vandalism or accidental damage repair costs shall be based on unit costs submitted by Contractor in the proposal or on time and materials quotes for work not called out in the proposal. Contractor shall be responsible for reporting damage to City and repairing or replacing all appurtenances damaged by Contractor or Contractor's agents.

**C.6) NPDES REGULATIONS**

The Contractor shall comply with all applicable City regulations regarding NPDES (National Pollutant Discharge Elimination System) Permit Requirements and the City's Best Management Practices (BMP's). Contractor shall not discharge any pollutants to the storm drain system. Contractor will contain any materials or discharges that may potentially reach a City storm drain. Contractor will conduct annual training regarding Stormwater Regulations and the appropriate BMP's for all employees working at City facilities. Contractor shall provide to the City annually, by July 1, with certification of that required training on Stormwater Regulations and acknowledgement of adherence to these standards while performing work at the City.

During operations, the Contractor shall provide street sweeping as necessary to meet the requirements of the City of Antioch's National Pollutant Discharge Elimination System Program (NPDES) Permit.

**C.7) EXISTING UTILITIES**

Call before you dig.

The toll-free number for Underground Service Alert (U.S.A.) is (800) 642-2444. The Contractor is required to call this number two working days (48 hours) in advance of performing excavation work.

The Contractor shall take adequate measures to ensure that their operations do not harm any existing underground facilities.



### **C.8) TRAFFIC MAINTENANCE**

The Contractor shall be responsible for maintaining local property access and access to existing public cross streets within the limits of this contract.

The Contractor shall be responsible for the safety of traffic within the project limits and on the approaches to the project.

The Contractor shall provide 24 hour advance notification to the occupants of the property to which the existing access will be closed for a period of time exceeding 2 hours. Notification may be verbal to the occupant of the property or by written notice placed on or near the building entrance or the property access point to be closed.

When doing work on a major street, the Contractor may, with the Contract Manager's approval, close the traffic lanes in accordance with Cal Trans temporary traffic control specifications.

Lane closure shall not be allowed without the proper advance warning devices, signs, and flaggers if needed. Lane closures shall be implemented.. At the completion of each working day, all existing lanes of traffic shall be open to traffic. Provisions must be made for the uninterrupted passage of emergency vehicles through the project limits at all times, regardless of the controlled traffic conditions existing at that time.

The Contractor shall do all traffic maintenance work as specified herein to insure worker, pedestrian and motorist safety at all times during the course of work.

### **C.9) REGULATIONS AND CONDUCT OF WORK**

The Contractor shall plan and conduct the work to comply with local, State, and Federal government agencies' applicable rules, regulations, codes, and ordinances to adequately safeguard persons and property from injury. The Contractor shall direct the performance of the work in compliance with reasonable safety regulations and work practices, and with applicable federal, state, and local laws, rules and regulations including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor, and Safety Orders of the California Division of Industrial Safety.

### **C.10) PERSONNEL**

All work shall be performed by qualified and trained personnel with a minimum of one (1) year experience in landscape grounds maintenance work. Experience must include use of gardening tools and operation of commonly used equipment. All workers/personnel shall be neat and orderly in appearance.

### **C.11) SUPERVISION**

The Contractor shall provide a competent superintendent with a minimum of five (5) years-experience supervising landscape crews during all times that work is being performed with the authority to represent and act for the Contractor in any matter pertaining to this contract. The Contractor shall furnish the names of all such superintendents to the Contract Manager prior to the commencement of this contract and further advise of any changes.

### **C.12) DISMISSAL OF UNSATISFACTORY EMPLOYEES**

The Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the City's Contract Manager or designee, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, does not meet safety requirements or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. Contractor shall remove an unsatisfactory employee from contract sites immediately following notification.

Failure by the Contractor to remove an unsatisfactory employee from contract sites within one week of notification will result in withholding of monthly payment. Failure by the contractor to permanently replace an unsatisfactory employee will result in formal written warning (30-day notice) to the Contractor specifying that the employee must be replaced. Failure by the Contractor to replace an unsatisfactory employee within the 30 day time period will result in termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination; and the Contractor and his surety or retention shall be liable and assessed for any and all costs for the re-procurement of the contract services.

### **C.13) PAYMENT**

At the end of each month the Contractor shall submit invoice(s) to the City for monthly maintenance, and for unscheduled (extra) work approved by the City. Invoices for monthly maintenance and for unscheduled work shall be submitted on separate invoices.

The Contractor's monthly maintenance invoice shall include;

- Invoice Number
- Invoice Date
- Contract Number
- SLLD Zone Number(s) with each landscape district billed separately on its own line item.
- Location(s) of Service (listed w/ site specific plan number)
- Service Provided (monthly service with month/year to month/year)
- 

The Contractor's unscheduled (extra) work invoice shall include;

- Invoice Number
- Invoice Date
- Contract Number
- SLLD zone number(s) with each landscape district billed separately on its own line item.
- Location of Service (site specific street)
- Service Provided (reference City of Antioch Work Authorization number)

Billing shall be submitted to the following email address:

[randelin@antiochca.gov](mailto:randelin@antiochca.gov)

cc: bpitts@antiochca.gov

City of Antioch  
PW Operations & Maintenance Division  
1201 W. Fourth St  
Antioch CA, 94509  
ATTN: Landscape Operations Manager

**C.14) WITHHOLDING OF PAYMENT**

For work deemed by the City's Contract Manager or designee as not meeting the requirements of the specifications, the City shall withhold monthly payments or percentages thereof for work not completed, or until work is completed as per contract specifications. The City shall withhold monthly payments or percentages thereof for work that is not completed on schedule. City's Contract Manager or designee shall be the sole judge as to work not in conformance to the specifications of this contract.

To provide funds to cover the cost of any City of Antioch facilities or plant materials damaged by the Contractor, the City shall withhold monthly payments until the damages are repaired. In the event repairs are not made the City shall withhold monthly maintenance payments to fund the necessary repairs. The Contractor shall be responsible for damages to the City of Antioch's facilities or plant materials due to the contractor's failure to perform the services in accordance with these specifications. Expenses to cover damages shall be solely the Contractor's, and repairs shall meet with approval of the City's Contract Manager or designee.

**C.15) FAILURE TO PERFORM**

If the Contractor, or his representative, fails to perform in accordance with the terms and conditions of this contract, the City's Contract Manager or designee will specify the reasons and locations as applicable on the "Landscape Maintenance Inspection Report" or by other written correspondence. Failure by the Contractor to correct any deficiencies within one (1) calendar week of notification may result in withholding of payment. Failure by the Contractor to correct any deficiencies within two (2) calendar weeks or more may result in formal written warning (30-day notice) to the contractor specifying that such deficiencies must be corrected. Failure by the contractor to correct such deficiencies within the 30-day specified time period may result in termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination. Any damages to property caused by the contractor's inability to meet specifications shall be recovered by withholding payment(s). The Contractor and his surety or retention shall be liable and assessed for any and all costs for the re-procurement of landscape maintenance contract services and damages to City facilities or plant materials.

### **C.16) INSPECTION**

The Contractor may receive a landscape maintenance inspection report from the City's Contract Manager or designee. This form will indicate any deficiencies in the work performance of the Contractor. The City's Contract Manager or designee may inform the Contractor by telephone of urgent deficiencies for immediate attention or repairs. Inspection by City staff will occur the following day the Contractor has serviced the areas.

Lack of Inspections by the City staff does not relieve the Contractor of his obligations to provide services as required by these specifications. Lack of receipt of landscape maintenance inspection reports does not relieve the Contractor of his obligations to provide services as required by these specifications. Schedules as required by these specifications shall be submitted and used as a guide for City Staff Inspection schedules. Inspection will be scheduled to occur the following day the Contractor has serviced the area(s).

### **C.17) WORK AUTHORIZATION**

The Contractor will receive a work authorization number whenever work above and beyond that stipulated in the "Task Frequency Sheet" is necessary. No payment for extra materials or labor will be made unless previously stipulated by a "Landscape Maintenance Inspection Report" or a work authorization number has been provided. The "Landscape Maintenance Inspection Report" or the document provided with the work authorization number will define the nature of the problem and the work to be completed by the Contractor.

Contractor shall furnish an itemized invoice with all unscheduled (extra) work performed during the month. The Contractor's invoice shall refer to work authorization number (see Section: 'Payment').

### **C.18) WORK PLAN SUBMITTALS**

The Contractor shall submit the following as required by these specifications for approval by City representative. The submittals shall be on a per location basis. The submittals shall be delivered by the end of the first calendar month of the contract start date or where applicable one month prior to the scheduled task in accordance with these specifications. If the schedules are not provided and the task/work is completed, the work will be considered incomplete and payment withhold will apply.

- Weekly service schedules for all locations
- Suggestions for improving problem areas
- Fertilization schedules for all landscaped areas at frequency indicated in these specs.
- Pesticide Application notifications
- Irrigation controller equipment annual tune up

All schedule changes shall be submitted to the City representative for approval. These submittals shall not act or be considered 48 hour notification of any items as required in Section: "Monthly Maintenance Tasks."

**C.19) SITE INSPECTION/PLAN REVIEW**

Proposers are required to become familiar with the scope of work required before submitting a proposal. Failure to visit the site(s) will not constitute a basis for claims for extra or additional work caused by bidder's lack of knowledge of condition of the site(s), or the scope of the work. All maintenance areas listed in the bid package are approximate and are to be verified by the bidder. Bidders are responsible for familiarizing themselves with the areas.

**C.20) COMPLIANCE WITH STANDARD TERMS & CONDITIONS**

Contractor agrees to be bound by our standard "boilerplate" conditions, a sample of which is attached to this RFP (Appendix A), and to all other terms and conditions in this RFP.

**C.21) INSURANCE**

The insurance provisions attached (Appendix A, Exhibit D) must be complied by Contractor if awarded the contract. Proof of insurance must be provided to City prior to commencement of work under the contract.

**C.22) STATE SPECIFICATIONS AND STATE STANDARD PLANS**

State Specifications and State Standard Plans, when referred to, shall be the 2018 issue.

Copies of the State Specifications and State Standard Plans may be obtained from the State of California, Department of Transportation, Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815; telephone (916) 263-0822.

**C.23) CODES AND LEGAL REQUIREMENTS**

(a) All reference to codes, specifications, and standards in the contract documents shall mean, and are intended to be, the latest editions, amendments, and/or revisions of such reference documents in effect, as of the date of this contract.

(b) Authorities shall apply the minimum work requirements available to any work done for this project. Nothing described in these contract documents shall be construed to permit work not conforming to the most stringent of applicable codes and regulations.

(c) When contract documents call for materials or construction of better quality or larger size than required by applicable codes, laws, rules or regulations, the contract documents shall take precedence.

**C.24) TERMINATION**

This Agreement may be terminated by the City upon thirty (30) calendar days prior written notice addressed to the last known address of the Contractor. In the event of such termination, the Contractor shall be paid for all work successfully completed up to the effective date of such termination. In addition, the City reserves the right to terminate this agreement for convenience.