



## **REQUEST FOR PROPOSAL**

**PARK MAINTENANCE  
BID NO. 988-0722-14B**

**MANDATORY PRE-BID CONFERENCE  
JULY 8, 2014 9 AM  
4701 LONE TREE WAY  
ANTIOCH, CA 94509**

**BID DUE DATE: JULY 22, 2014 AT 2 PM**

# **I. GENERAL CONDITIONS**

**1. General Information** - The Public Works Department of the City of Antioch, California, will receive bid responses at its office located at [1201 W. 4<sup>th</sup> Street, Antioch, CA 94509](https://www.google.com/maps/place/1201+W.+4th+Street,+Antioch,+CA+94509) on July 22, 2014 at 2 PM.

Bidders will conduct a self guided tour of the parks, except for Park #'s 3-A, 3-B and 3-C, that require an escort. The City will conduct a tour of park #'s 3-A,B&C during the Mandatory Pre-bid Conference on Tuesday, July 8<sup>th</sup> at 9AM at 4701 Lone Tree Way, Antioch, CA 94509, Multi Use Room. Please note this will be your only opportunity to tour Park #'s 3-A, 3-B and 3-C. All other parks are self directed, unguided tours. Contractors are encouraged to complete their site tours prior to the mandatory pre-bid conference. Park addresses, acreage, maps and URLs located on page 8. Image and base maps delineating service limits are attached.

Questions relating to specifications or technical questions must be submitted via email to [mwalker@ci.antioch.ca.us](mailto:mwalker@ci.antioch.ca.us) by 5PM, July 10, 2014. Questions and responses will be posted to the City's website ([Bid Documents](#)), within 5 days and shall become part of the awarded contract/s. Bidders are **NOT** to pursue City staff by telephone or in person.

**2. Form of Bid** - The bid shall be made on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted. Bids shall be made only on this bid form, properly executed, and enclosed in a sealed envelope bearing the name of the bidder, the bid number, bid due date, and bid title. Proposals shall be written in ink, computer generated, or typewritten. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the bid. Bids are to be verified before submission as they cannot be corrected, altered, or signed after bids are opened.

**3. Interpretation of Bids** - Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder shall submit a formal request to the Public Works Department for an interpretation thereof **prior** to the bid opening to the attention of Michelle Walker at [mwalker@ci.antioch.ca.us](mailto:mwalker@ci.antioch.ca.us). The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum published on the City's website, ([Bid Documents](#)), and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.

**4. Addenda** - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract. It is the vendor's/contractor's responsibility to check the City of Antioch website ([Bid Documents](#)), for any addenda that may have been issued prior to the bid/proposal due date.

**5. Bid Opening** - Bids shall be delivered to the Public Works Department of the City of Antioch located at [1201 W. 4th St. Antioch, 94509](https://www.google.com/maps/place/1201+W.+4th+St.,+Antioch,+CA+94509) on or before the day and hour set for the opening of bids. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.

**6. Late Bids** - Any bids received after the scheduled time of opening will be clocked in, but will not be opened or considered.

**7. No Bid** - If a bid is submitted without an amount, it will not be considered.

**8. Award or Rejection** - The bid will be awarded based on the best value and benefit to the City. The City reserves the right to reject any or all bids, or to waive any minor irregularities or informalities in the bid. The City reserves the right to change quantities prior to the award. The City reserves the right to award the contract to the bid/bidders that represents the overall best value to the City and will be announced by way of publishing to the City's website ([Bid Documents](#)).

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

**10. Alternatives** - The make or brand and grade of the article on which the bid is submitted should be stated on the bid form. If alternates are bid, literature must be submitted with bid in order for the alternate to be considered. All items on which bids are submitted must in all cases be equal or better in quality and utility to those specified by the City. Determination of the acceptability of any product offered shall be solely at the discretion of the City of Antioch.

**11. Payment Terms** - Must be indicated by filling in the proper blanks on the bid form. Cash discounts of less than 20 days will be considered net. The standard terms of the City of Antioch are Net 30 days. Invoices must be emailed to [publicworks@ci.antioch.ca.us](mailto:publicworks@ci.antioch.ca.us) and must include the Purchase Order number, Job Code, Location and explanation of Services/Goods. The City shall make no payment until work has been inspected and approved by the City. Payment is contingent upon receiving proper invoicing and delivery of the goods and/or services.

**12. FOB Point** - It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.

**13. Brand Names** – The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration. Notwithstanding the foregoing, the City may impose additional restrictions in the Specification section of the documents.

**14. Tax** - No bid shall include federal excise tax, inasmuch as the City is exempt per published IRS regulations concerning state/local governments. The City is obligated to pay applicable state sales or use taxes.

**15. Samples** - When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) Asphalt / Street Materials; (2) number of bid; and (3) item number. Samples, when required, must be furnished free of expense to the City., and if not destroyed by tests, will upon request, be returned at bidder's expense.

**16. Inspection** - All work performed shall be subject to the inspection of the City, and unsuitable work may be rejected. Defective work shall be made good by the vendor/contractor in a manner satisfactory to the City. The City shall make no payment until work has been inspected and approved by the City. See Page 28, Payments and Defaults

**17. Assignment** - No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.

**18. Warranty** - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid.

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

**20. Termination for Default** - The City may, by written notice of default to the vendor/contractor, terminate the contract in whole or in part should the vendor/contractor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor/contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the

Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**21. Termination for Convenience** - The City may, by written notice stating the extent and effective date, terminate the contract for convenience in whole or in part, at any time. The City shall pay the vendor/contractor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor/contractor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**22. Fiscal Year** - Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

**23. Business License** – The City of Antioch requires that any vendor/contractor doing business within the city limits must hold a valid City of Antioch Business License prior to merchandise delivery (by vendor/contractor) or services provided. [Business License Application](#).

**24. Nondiscrimination and Equal Opportunity** – Contractor shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

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

**25. Governing Law** - This contract shall be construed and interpreted according to the laws of the State of California.

**26. Questions** relating to this bid should be submitted via email [mwalker@ci.antioch.ca.us](mailto:mwalker@ci.antioch.ca.us). Bidders are **NOT** to pursue City staff by telephone or in person.

**27. Right to Audit** - The City of Antioch reserves the right to verify, by examination of vendor's/contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

**28. Assignment** - In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

**29. Term Of Contract** - The Contractor shall commence work on October 1, 2014. The contract shall expire on June 30, 2019 (unless terminated earlier).

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

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

## **II. INSURANCE REQUIREMENTS**

Public Works is engaged in reducing our footprint by eliminating hardcopies whenever possible. All certificates and endorsements must be emailed to [mwalker@ci.antioch.ca.us](mailto:mwalker@ci.antioch.ca.us), with the name of the contract clearly identified on the certificates and endorsements. Annual renewals should automatically be generated and emailed as instructed.

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

### **Minimum scope and limit of insurance**

Coverage shall be at least as broad as:

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

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

### **Other Insurance Provisions**

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

### **Additional Insured Status**

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

## Primary Coverage

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

## Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

## Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity 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 Entity has received a waiver of subrogation endorsement from the insurer.

## Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity 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.

## 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 the Entity.

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

If any of the required policies provide claims-made coverage:

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 the 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.

## Verification of Coverage

Contractor shall furnish the Entity 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 Entity 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 Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

## Subcontractors

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

### **III PREVAILING WAGES**

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.

The City Council of the City of Antioch has ascertained the general prevailing wage, as determined by the Director of Industrial Relations pursuant to [California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1](#), shall apply to this contract.

It shall be mandatory upon the contractor to whom the contract is awarded, and his subcontractors to pay not less than the established prevailing rate of wages to all workers employed by the contractor or said subcontractors in the execution of the contract.

The Contractor shall post a copy of the general prevailing rate of per diem wages at the job site pursuant to Section 1773.2 of the Labor Code of the State of California.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2, and any amendments thereof of the Labor Code of the State of California, the Contractor and any subcontractor under him shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the contract.

The Contractor shall, as a penalty to the State or the City forfeit Fifty Dollars for each calendar day, or portion thereof, for each workman paid less than the stipulated prevailing rates for any work or craft in which such workman is employed under the contract by the Contractor or by any subcontractor under him. The difference between such stipulated prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor. The provisions of Section 1776 of the Labor Code of the State of California shall be complied with by the Contractor. For all classes of work not specified herein, the minimum wage shall be that specified for general laborer.

The specified wage rates are minimum rates only and the City will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by him of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.

The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of workman employed on the project.

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 [mwalker@ci.antioch.ca.us](mailto:mwalker@ci.antioch.ca.us). Furthermore, Contractor is to submit two sets: one complete and one redacted of private information [On the second copy the name, address and social security number of the individual employees must be redacted (blacked out).]

### **IV APPEALS AND REMEDIES**

Any actual or prospective bidder, service provider, or contractor that has a grievance in connection with any City solicitation or award of contract shall proceed pursuant to Chapter 4 of Title 3 of the Antioch Municipal Code.

# V SPECIFICATIONS

## PARK LOCATIONS AND APPROXIMATE ACREAGE

Image and base maps delineating service limits are attached.

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

## **HOURS OF WORK – OVERTIME AND HOLIDAYS**

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

The City of Antioch observed holidays are as follows:

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

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

## **MAINTENANCE SPECIFICATIONS**

### **Scope of Work**

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

### **Scope of Responsibility**

#### A. Plant Material

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

#### B. Emergency Numbers

The Contractor shall be reachable by phone and email during work hours. In addition, the Contractor shall provide the City of Antioch with a list of local (toll free) emergency telephone

numbers where he/she can be contacted after normal working hours, on weekends and holidays. This cannot be an answering machine. Emergency calls shall be considered as part of maintenance, and shall not be considered as extra work. Response time, to any site, shall not be more than 60 minutes.

C. Cleanup

It shall be the Contractor's responsibility to maintain all Parks in a condition that is acceptable to the City of Antioch. Cleanup shall be performed by the Contractor and shall include the removal of all trash, leaves, branches, excess soil, empty plant containers, grass cuttings, weeds, dead plant material or any other debris that may accumulate at the site.

D. Vandalism

All vandalism costs shall be included in your base bid price per Park site unless an individual item exceeds \$500 in value. Extra work pertaining to individual items that exceed \$500 in value must be approved by the City Designee prior to beginning the work. For the purposes of this requirement, "individual item" will mean the quantity of one of any item. Vandalism to multiple items of similar construction, manufacture, use, etc. will not be considered an individual item. Vandalism costs in any given year is estimated at \$175,000.

E. Communication / Customer Service

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

Contractor's on site manager must respond to service requests, information requests and complaints in English within a 60 minute time frame via email or cell communications.

**Contractor's Monthly Maintenance Report**

A Monthly Maintenance Report shall be submitted via email in a PDF format with the monthly billing for each Park in the contract. The Contractor shall provide, as a condition for payment, the following information on attached "Monthly Maintenance Report": (No payment will be made unless the monthly report is turned in with all information requested)

- A. Current irrigation schedule and irrigation checks.
- B. Fertilizer information.
- C. Completed pruning as requested in the following schedule of services. The Contractor shall indicate the date of pruning.
- D. Status of additional service requests that have been authorized by the City.
- E. Location of maintenance work by Park name, street address, or an approved identifying set of landmarks.
- F. Any other work as addressed by the following schedule of services in Sections IV-XII of this contract.
- G. Report of all materials repaired or replaced as a result of vandalism.
- H. All spray reports and records that are required by the Department of Agriculture and the City of Antioch.
- I. Report/estimate on debris removal. Broken down by routine trash and recyclable material, where recycling containers are installed.

## Schedule of Park Maintenance Services

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

The City Designee or designated representative may change requirements as based upon seasonal or other considerations. Grass height shall remain a consistent looking range between 2½ to 3 inches year round.

### January

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

### February

- A. Mow ground cover like Ivy and Hypericum.
- B. Continue irrigation coverage checks and supply updates in reports
- C. Begin spring pre-emergent weed control.
- D. Spray lawns to control emergence of Digitaria (crab grass) weeds, where needed.
- E. Finish dormant pruning and spraying of shrubs, vines and trees.
- F. Continue maintenance care per Specifications.
- G. Renovate all baseball diamonds in preparation for baseball/softball seasons. Renovations shall include loosening up, leveling, and grading compacted diamond cinder fines and clay.

### March

- A. Begin application of fertilizer in ground cover areas. Schedule fertilizing with City representative for verification of product and coverage.
- B. Check ground drains and “V” ditches for debris blockage.
- C. Continue spring pre-emergent weed control. - Schedule with City representative for verification of product and coverage.
- D. Spray all turf for broad leaf weeds. This work must be scheduled with the City representative for verification
- E. Establish spring watering program.
- F. Step up frequency of lawn mowing and edging (edge every other mowing).
- G. Finish irrigation coverage checks and extensive repairs and supply updates in monthly report.
- H. Start and continue vigorous applications of snail and slug control (bait every 2½ to 3 weeks.).
- I. Continue grass and weed height control.
- J. Install fresh batteries in non-recharging, solid state and battery powered controllers in the Parks. Check battery condition during season and replace as needed.
- K. Complete replanting of ground cover damaged areas.
- L. Aerate and fertilize lawn areas. - Schedule with City representative for verification of product and coverage
- M. Continue maintenance care per Specifications.
- N. Fertilize all trees in non-ground cover areas. Schedule fertilizing with City representative for verification of product and coverage.

## April

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

## May

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

## June

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

## July

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

## August

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

## September

- A. Start to trim “sail” out of evergreen trees.
- B. Prune vegetation for line of sight obstruction at street intersections.
- C. Start checking tree stakes and ties to see if they function. Adjust/remove as needed.
- D. Continue maintenance care per Specifications.
- E. Spray lawns to control the emergence broadleaf weeds. Schedule with City representative for verification of product and coverage.
- F. Begin fall pre-emergence weed control. Schedule with City representative for verification of product and coverage.
- G. Trim “suckers” and “water shoots” off trees and spray with a growth regulator/sealer at time of cutting.
- H. Fertilize ground cover areas. Schedule fertilizing with City representative for verification of product and coverage.

## October

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

## November

- A. Start pruning deciduous trees, shrubs, and vines as required.
- B. Check edges of culverts, drainage ditches, and catch basins for erosion of soil. Check for damage to drain structures.
- C. Establish winter watering program.
- D. Check all job sites for damage after each storm.
- E. Edge vegetation along street frontage, sidewalks, pathways, retaining walls, etc.
- F. Complete pre-emergent weed control.
- G. Dormant spraying of some shrubs, vines, and trees can be done
- H. Control snails and slugs (bait every 2-3 weeks as needed).
- I. Continue maintenance care per Specifications.

## December

- A. Continue dormant pruning and spraying as needed.
- B. Continue maintenance care per Specifications.

## Irrigation Systems

- A. General – The parks have a variety of watering systems. It is the City’s objective to actively pursue water conservation within the maintenance program. The Contractor can expect the administration of this irrigation specification to be closely monitored. The Contractor will ensure proper irrigation maintenance and timing to provide a healthy growing lawn. This will include modifying or placing portable irrigation spray heads to reduce dry spots. Over-watering to cover dry spots will not be allowed at any time. Irrigation systems will be closely monitored to provide safe usable Parks. Saturdays, Sundays, afternoons and early evening are the high Park use times. Watering will typically not be allowed Fridays at 7:00 a.m. through Sunday 9:00 p.m. There may be exceptions that occur from changing weather conditions, or to accommodate a holiday/special event schedule. In these cases watering shall be done to maintain moisture content that still allows active and passive Park use. A qualified person will review each irrigation controller each week. Adjustments will be made to ensure proper moisture content for the turf and surrounding areas. The contractor will adjust stations on slope areas so as not to cause wet spots in lawn areas. Implementation of the Water Conservation Program will be carried out as stated in the following “Water Requirements”.
- B. Water Requirements – The Contractor shall have full responsibility to ensure watering requirements are met within each park. Contractor’s forces shall be capable of performing repairs, installations and modifications of existing irrigation systems to adequately irrigate all landscaped areas on a full time basis. The contractor shall ensure that. Adjust to the irrigation schedule may be changed at the direction of the City during drought conditions.
1. Sprinkler heads are in good operational order, filters are cleaned regularly, and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally) sprinkler head exchanges, and filter replacements will be considered as included in the contract price and no additional compensation shall be allowed therefore.
  2. All electrically operated valves shall close completely at the conclusion of the station-watering program. As part of the base bid, valves shall be cleaned and replaced promptly to restore proper operation. As part of the base bid, valve boxes shall be kept clean of rocks, soil, debris, and silt to a depth of 2” below the bottom of the valve. When work is done on irrigation valves it must be repaired/ replaced per the most current [Construction Details](#) that includes unions on both sides on the valve. If room is available the City will supply a gate valve for future ease of maintenance. All valve box lids shall be in place and locking bolts secure at all times as per the most current [Construction Details](#). Where they are missing, rock and a union shall be installed per the Construction Details as part of any work repair that may necessitate removal of the valve body. The City has approximately \$15,000 budgeted for new irrigation heads and valves that are at or beyond their useful life. Any additional replacements of valves or irrigation heads will be at expense of the contractor.
  3. Main irrigation lines shall not demonstrate leakage when all control valves are in the closed position. Main line repairs shall be considered as included in the contract price and no additional compensation shall be allowed.
  4. Automatic controllers and electrical conductors shall be kept operational year round. Automatic controllers will be inspected periodically by City to assure systems programming is operational. The Contractor shall notify the City or designated representative of any controller that does not perform to the manufacturer’s Specifications. Upon notice to proceed, the Contractor may remove the controller for repairs with the understanding that time is of the essence. Should the controller prove too expensive to repair or be beyond repair, the Contractor shall obtain authorization from the City or designated representative to replace it. Replacements will be approved by the City. The Contractor shall ensure sufficient watering occurs during the repair of subject controller and this will not be considered extra work. Controllers, which upon visual inspection, demonstrate a collection of leaves, insects, cobwebs, or dusty conditions that exist inside the irrigation controller cabinet shall be considered damaged at the fault of the Contractor and shall not be considered extra work.

5. It shall be the responsibility of the Contractor to make any and all irrigation system repairs, including vandalism, within three (3) days of knowledge of the problem. If repairs cannot be accomplished within the designated time period, the Contractor shall notify the City or designated representative immediately of the conditions and supply estimated time of when the repairs will be made. It shall be the responsibility of the Contractor to make arrangements to water the area of irrigation system failure by other means (hose, etc.) until repairs are accomplished. Vandalism repairs will not be considered extra work.
6. Seasonal programming of controllers shall be performed by the Contractor according to the watering rates and the clock settings for irrigation scheduling necessary to maintain healthy growing plant material. All controller stations shall be labeled in an easy to read manner inside each controller box. Labeling shall give notice of area covered. The Contractor may re-label stations as part of the base bid. As part of the base bid the Contractor shall affix the controller identifying letter or number to the outside of each controller box. Monthly, provide the City or designated representative with a complete written schedule of watering for all controllers this information shall be emailed in a PDF format.
7. Flushing of systems and cleaning or replacement of all filters within the irrigation system is routine maintenance and will not be considered extra work.
8. Time and length of watering shall be adjusted to the prevailing weather as well as to the time of day that has the least amount of wind. The City prefers watering time to be from 9:00 p.m. to 6:00 a.m., whenever possible. Time may change due to activity.
9. All sprinklers shall be adjusted properly to avoid spraying on parked cars, streets, walkways, buildings, signs and other property that may be damaged by water.
10. Plant material and turf exhibiting signs of lack of water or wilting due to lack of water may result in deleting of monthly payment or portion of until the problem is corrected. This reduction in payment will be at the sole discretion of the City or its designee. Manual watering will be required as necessary to regain plant material's vigor at no extra cost to the City.
11. In the event that City crews have had to adjust water supply due to improper irrigation scheduling or maintenance, the Contractor shall be billed for City crew time or deducted from the monthly payment. The Contractor will not be billed if vandalism was involved or erroneous fault of system components.
12. Vandalized irrigation heads will be replaced as vandalism as in section II. D. There will be no additional costs for replacing vandalized irrigation heads unless the event exceeds the \$500 per occurrence.

#### C. Environmental and Land Use Stewardship Responsibilities

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

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

D. Failure of remote control valves will be repaired at Contractor's expense.

## E. Watering Systems

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

### **Nutrient Care Standards**

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

- A. Ground cover areas – three applications per year.
  - 1. March – application of a complete fertilizer 16-16-16 at a minimum rate of six (6) pounds per 1,000 sq ft.
  - 2. September – application of a slow or controlled release nitrogen, 38% guaranteed urea nitrogen or nitrogen in a resin coated pill shall be derived from urea. Minimum application rate of 5 pounds per 1,000 sq ft. The Contractor shall apply these slow or controlled release fertilizers or receive prior approval of an approved equal 30 days before the schedule of Park Maintenance Services takes effect.
  - 3. Third application to be applied as directed.
- B. After fertilizer is applied, the ground should be watered thoroughly to soak the fertilizer in the ground. (Caution: The Contractor shall prevent over-watering resulting in hillside slumps or water runoff to adjacent properties). For trees and shrubs, fertilizer should be applied as close as possible to the feeder roots, but away from the trunk to avoid injury to the plant. Plant material which demonstrates leaf burning or other forms of chemical harm will be given 120 days from notice of damage to recover and demonstrate healthy foliage condition. After 120 days of the recovery period, the Contractor shall replace any damaged plants at his expense. For certain areas of the City, the City Designee or designated representative may require a substitute fertilizer containing a low adjusted salt index as well as micronutrient supplements.
- C. Lawns – Three applications per year. March, July and November
  - 1. March – within the same week of aeration, apply a balanced fertilizer such as a sulfur coated, urea based 16-6-8 at a rate of one (1) pound actual nitrogen per 1,000 sq ft. A substitute fertilizer and rate of application may be approved by the City Designee or designated representative. Late spring and summer months – apply fertilizers such as urea nitroform, as in the above, as needed to promote a consistent healthy green appearance.
  - 2. July – apply a measured fertilizer such as 26-4-8 at a rate of one (1) pound actual nitrogen per 1,000 sq ft. Substitutes may be approved by the City Designee or designated representative.
  - 3. November – use IBDU 22-50-10 as needed at a rate of one (1) pound actual nitrogen per 1,000 sq ft. Substitutes may be approved by the City or designated representative.
- D. The Contractor shall supply the City or designated representative with the manufacturer's analysis from the fertilizer container for each formulation of fertilizer used. City shall be notified a minimum of 48 hours in advance by email when fertilizer will be applied for verification of application and coverage.

## Lawn Care Standards

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

### A. Aeration

1. Performed twice a year in the months of March and October.
2. All sprinkler heads, quick couplers, and other hard to see features within the lawn shall be flagged or staked prior to aeration.
3. A coring tine (plugger) shall be used.
4. Multiple passes shall be made with the aerating device to ensure that holes are no more than six (6) inches apart.
5. Tines shall penetrate at least 2½” deep. Plug removal is not necessary.

### B. Mowing

1. Only sharp, well-balanced blades shall be used.
2. Grass height shall be between 2½” to 3”.
3. Tufts of grass in corners or other areas that are hard to reach with a mowing machine shall be mowed using a monofilament line trimmer or clipped by hand.
4. All excessive mowed clippings shall be removed from the job site the same day.
5. Police lawns and remove all litter, rocks, and debris before mowing.
6. Be conscious of Park users and perform mowing tasks in a safe manner.
7. Never allow lawn to be left to a point where cut grass clippings hamper proper growth of living turf.

### C. Edging

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

### D. Blowing

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

### E. Raking

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

### F. Tree Wells

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

G. Spraying and Weeding

1. Spray lawns in September to control the emergence of *Poa annua*.
2. Spray lawns in October and May to control broadleaf weeds.
3. Spray lawns in February to control the emergence of *Digitaria*.
4. Failed spray applications must be followed by reapplication or hand removal of weeds.
5. Hand removal of weeds may be employed instead of spraying where 90% of the weed root is removed.
6. Lawn diseases and infestations must be identified, reported to the City or designated representative, and controlled in a timely manner. At no cost to the City, reapplication of control methods may be required to correct or control the infestations.

H. Irrigation

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

### **Ground Cover Standards**

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

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

### **Tree and Shrub Standards**

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

A. Shrubs

1. Annually prune any growth from the top that is abnormal above the remaining shrub.
2. All pruning and trimming cuts must be made clean.
3. Remove all trimmings from the job site the same day.

B. Trees

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

C. Pruning Trees

ISA pruning standards shall be used. Trees shall be pruned by properly selecting and developing permanent scaffold branches that are smaller in diameter than the trunk or branch on which they are growing. Branches shall be properly spaced to illustrate the true, natural form of the tree. Eliminate branches that are overlaying other branches, diseased or damaged growth, narrow V-shaped branches that are weak and may eventually be sources for disease to collect, break, or rot. Thin out crowns of trees that become too heavy, which are susceptible to wind and storm damage. Prune to maintain natural appearance and proper space limitation. Avoid any over pruning that will stimulate sucker growth.

Any coniferous trees that lose their terminal leader through wind damage, etc. shall be trained and pruned to start a new terminal leader. Under no circumstances shall any of the coniferous evergreen trees be topped or pruned in unnatural shapes.

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

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

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

Trim any "suckers" and water shoots

Remove all trimmings from the job site the same day.

Any dead, downed or over turned trees shall be the responsibility of the contractor to remove and dispose of as part of the base bid.

D. Staking

All tree stakes and additional supports shall be inspected and maintained, and especially after wind and/or rainstorms to prevent girdling of trunks or branches, and to prevent rubbing that causes bark wounds. Stakes shall be maintained in-line, vertically and in good repair. All ties shall be checked on a routine basis, and all worn and broken ties shall be replaced. The

replacement of ties and stakes for trees or large shrubs shall be considered as part of the required maintenance to be performed by the Contractor and will not be considered extra work. Tree stakes shall be removed and disposed of when trunk diameter exceeds 2" at 54" from the ground.

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

### **Disease, Noxious Weeds, Pest Infestations**

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

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

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

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

## General Facilities Maintenance

- A. All areas shall be kept free of litter, including broken glass or other such debris. This will require a thorough policing of the park and has to be maintained at least daily throughout the year. Any rubbish or debris shall be disposed of by the Contractor. Parking lot and gutters shall be thoroughly cleaned (swept, washed, vacuumed or blown) a minimum of each week to avoid accumulation of small bits of debris, glass, etc. Glass shall be removed when discovered.
- B. All trash containers will also be inspected and emptied daily. Trash cans will be emptied Mondays through Fridays and will be completed before 11:00 a.m. Trash cans for Sundays and Saturdays must be accomplished by 9:00 a.m. Trash cans will be inspected as part of the daily Park cleanup. Trash cans half full of debris or containing foul odors will be emptied at that time. Additional trash cans will be added at peak times where needed, March through November. Contractor will pick up and place up to 50 cans at the direction of the City and return and store at non-peak times.
1. The Contractor will be responsible to empty recyclable material containers and keeping track of respective volumes that must be document on the monthly report. Contractor will not mix material collected from recyclable containers with routine Park trash. The City is tracking the amount of recyclable material being collected. Material collected from recyclable containers will be held in a separate location at the Fulton Shipyard site. Trash bags for these containers need to be easily identified. An example would be the use of different colored trash bags or marking the bags in some manner. Contractor will provide weekly estimate of weight of recyclable material collected.
- C. Sidewalks, pathways and hard surfaces shall be policed daily. They shall be cleaned thoroughly at a minimum of once a week, by sweeping, or backpack blowing.. All plant growth shall be prevented in any cracks, in curbs, street gutters, or along paved areas. Grass clippings shall be removed after each mowing operation.
- D. Fence Lines
- Fence lines shall be kept free of trash, weeds, grass and prunings. Contractor shall properly dispose of all debris. Chemicals for weed control may be used as required.
- E. Restroom Maintenance (Parks)
- All Park restrooms will be cleaned daily: Monday through Friday prior to 10:00 a.m. Saturdays, Sundays, and holidays, restrooms will be cleaned prior to 9:00 a.m.
1. Scrub and clean the water closets, urinals, sinks, doors, partitions, walls, floors and dispensers. Fixtures shall be free of stains; graffiti; top and bottom of toilet seats, base and behind fixtures shall be clean; floors shall not have standing water and shall be squeegeed or swept after washing to remove standing water. (Note: A detergent and disinfectant shall be used for cleaning.) Walls and ceilings will be kept clean, free of cob webs, dirt, and "spit-balls".
  2. Tissue dispensers and paper products shall be checked and refilled. Contractor will keep a supply of paper products at each restroom facility. All paper products are to be supplied by the Contractor. Paper towels shall be white handifold Fort Howard #20603 or equivalent and toilet paper shall be 500 2-ply sheets/roll, 4.5" x 4.5" Fort Howard 198 Sof-Knit or equivalent. All equivalent products must be approved the City or designee.
  3. The Contractor shall provide all equipment and supplies (detergents, mops, hoses, brushes and disinfectants) required to maintain the restroom in a clean and orderly manner.

4. Plugged toilets or sinks shall be repaired by the Contractor, if diligent effort with a plunger or closet snake or other like tool will accomplish the task. If the fixture cannot be unplugged by diligent effort, the Contractor shall notify the City or designated representative, and it shall be the responsibility of the City to correct the situation.
5. Offensive odors shall be eliminated immediately upon detection.
6. Restroom Hours – Restrooms will be open and closed by the contractor daily on the following schedule:

Nov 16–Feb 15	8:00 a.m. & 3:30 p.m.	Daily
Feb 16–Nov. 15	8:00 a.m. & 7:30 p.m.	Daily (including weekends & holidays)

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

F. Graffiti Abatement

All wall surfaces and signs facing Parks shall be resurfaced (painted) within forty-eight (48) hours after discovery or notification of graffiti. The paint used should match existing wall surfaces and must be approved by the City or designated representative. Not just covered where you can still read the graffiti through the paint but thoroughly, totally removed, covered, or obliterated if necessary will include repainting the wall. Graffiti on walking surfaces must be completely removed; painting over graffiti will not be acceptable due to safety concerns.

**Miscellaneous Facilities and Items**

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

A. Concrete-lined Ditches

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

B. Gutters

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

C. Tot Lot and Play Areas

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

D. Park Name Signs

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

E. Memorial Tree Grove

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

F. Tables and Benches

Tables and benches will be kept clean and free of graffiti. Benches, tables, and bleachers made of wood or those that have been painted, will be repainted each year after the rainy season or prior to May 1st. Clean and repair all benches, bleachers, and picnic tables or as where or damage occurs.

G. Horseshoe Pits

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

H. Jensen Family Grove

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

I. Sports Fields

All baseball and softball field fencing will be maintained to reduce the curling at the bottom edge of the fence, to prevent loose and damaged fabric. Fence damage by vandalism will be done under the vandalism repair terms of the contract.

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

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

J. At least one time a week areas will be raked clean or vacuumed. Weekly all ribbons for balloons, strings, tape for signs, etc will be removed from the parks.

K. Bocce Ball Courts at Chichibu Park will be inspected and cleaned weekly. Contractor will not have to provide routine court maintenance but keep the inside clean and safe.

L. Garbage Cans; The contractor will be responsible for the labor and reporting of replacement garbage cans. The City will pay for and maintain and inventory of replacement garbage cans. The contractor will regularly monitor the condition of the cans and keep the City informed prior to any cans being removed.

M. It will be the Contractors responsibility to replace any missing or defective wood or wood substitute material throughout the Park system. This shall include but not be limited to benches and sports field back stops.

## **PERFORMANCE STANDARDS AND INSPECTION CRITERIA**

Visitors to the City of Antioch will find the landscape conditions described in the standards below:

### **TURF**

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

### **FLOWER BEDS, SHRUBS AND GROUND COVER**

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

### **PAVED SURFACES**

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

### **UNPAVED SURFACES**

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

### **WATER FEATURES**

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

### **IRRIGATION SYSTEMS**

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

**PERFORMANCE STANDARDS AND INSPECTION CRITERIA - TURF**

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

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

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

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

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

**PERFORMANCE STANDARDS AND INSPECTION CRITERIA - TREES**

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

**PERFORMANCE STANDARDS AND INSPECTION CRITERIA - PAVED SURFACES**

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

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

**PERFORMANCE STANDARDS AND INSPECTION CRITERIA - UNPAVED HARD SURFACES**

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

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

## **PAYMENTS AND DEFAULTS**

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

### **A. Inspections**

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

### **B. Payments**

1. Payment for work done shall be done on a monthly basis for the previous month's work. Contractor shall submit monthly invoices for one-twelfth (1/12) of the yearly Contract amount, plus any approved extra work completed during that month. Contractor shall submit all invoices by email and in PDF format. All required paperwork and reports will accompany the monthly billing also by email and in PDF format. Before payment is authorized the Contractor's representative and a City representative may conduct an inspection of the Parks. To this end, the monthly billing needs to be complete and turned in on time. The City or designated representative and Contractor will schedule the date for turning in the bills, reports, and scheduling the inspection time. Discounts will not be lost due to late billing or Contractor delays in scheduling the monthly inspection. Work not completed to the satisfaction to the City or his designee will result in no payment or a partial payment for work done in that park that month. Payment will be withheld, reduced or deleted until satisfactory completion of maintenance task .
2. Payment may be withheld and the Contractor notified for failure to submit to the City either one of the following documents required: Monthly Maintenance Report, Pest Control

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

C. Default Procedure

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

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

1. A Contractor who has failed to provide satisfactory landscape maintenance services in two (2) successive months shall be referred to the City Attorney to default the contract (refer to Section XIII (b) 7).
2. In addition, in the event the City or designated representative finds that the Parks have not been maintained in accordance with additional inspections of the Parks to ascertain if there has been compliance with the Specifications, the Contractor shall pay to the City the sum of seventy-five dollars (\$75) for each such inspection, which sum shall be retained from the progress payments otherwise due the Contractor. In addition the payment to the contractor may be reduced or deleted for work not completed during the respective month.

## **REPLACEMENTS AND EXTRA WORK**

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

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

1. Damaged plant material, due to the Contractor's maintenance practices, work performance or non-performance of services. Replacement standards shall be new container plants and shall be equal in size to the remaining growth in the ground or the surrounding existing mature size in the adjacent landscape area.
2. Top dressing material such as decorative bark for planter and formal landscaped areas.
3. Tree and shrub water basins, including organic mulching spread to the drip-lines of the vegetation.
4. Irrigation, refer to Section V.

B. Extra Work

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

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

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

1. Extra work can include:
  - i. Irrigation Augmentations – before any additions are made to irrigation systems, the Contractor must provide engineering design figures to the City or designated representative to justify pipe size and valve size. The City or designated representative may also require manufacturer's Specifications on heads to be used.
  - ii. Maintenance of large trees that cannot be pruned with a pole saw by a gardener on a 15-foot orchard ladder. These trees will be inspected, and a recommendation will be made for the services of a tree surgery Contractor, to be coordinated by the City or designated representative or the Contractor.
  - iii. Maintenance and repair of paved areas, driveways and walks.
  - iv. New planting and other special services or repairs.
  - v. Major fence repair or replacement.
  - vi. Sports field rehabilitation
2. Billing for Extra Work

Extra work that has been approved by the City's designated representative shall be billed on a separate invoice in duplicate and is not to be included on the invoice with the monthly payment. The invoice for extra work shall show the exact location of the work, including the name of the Park and account codes. It shall list the materials used with their unit price and total cost, the amount of time required to do the job and the cost for labor, providing that labor is chargeable to this extra work. If labor is allowed, travel time

will not be counted, as it shall be understood by the Contractor that all work originates within the limits of the City of Antioch.

3. Extra Work Charges

All extra work may be paid based on personnel and equipment scale supplied in contract.

4. Given to present economic times or drought conditions the City may find it necessary to reduce or increase service such as add or remove a park from the maintenance program. The city and contractor will meet and negotiate cost cutting measures if this should be the case.

5. An additional \$100,000 will be added to the P.O. and contract in case additional work or services are requested by the City. The \$100,000 add to the purchase order is not any indication of extra work promised to the contractor and is only in placed so that if services are requested there is a financial payment program in place. At this time the City has no plans for any additional work.

**WORKMANSHIP, QUALITY AND APPEARANCE LEVEL**

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

## **MATERIALS**

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

**BID SUBMITTAL**

**PARK MAINTENANCE BID NO. 988-0722-14B**

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

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

Contact Email: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

All park sites are to be bid separately. The price shall include all provisions of the Park Maintenance Bid No. 988-0722-14B request for proposal as specified within the contract made on a per year basis for the term of the five year contract.

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

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

**TOTAL FOR ALL 33 PARKS FOR ALL 5 YEARS: \$ \_\_\_\_\_**

<b>1.</b>	<b>Almondridge Park</b>	_____	<b>Total</b>
	Year 1	_____	Service from 10/01/14-06/30/15
	Year 2	_____	
	Year 3	_____	
	Year 4	_____	
	Year 5	_____	

<b>2.</b>	<b>Antioch Community Park</b>	_____	<b>Total</b>
	Year 1	_____	Service from 10/01/14-06/30/15
	Year 2	_____	
	Year 3	_____	
	Year 4	_____	
	Year 5	_____	

**3-A. Antioch Community Center \_\_\_\_\_ Total**

Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

**3-B. Antioch Water Park - Inside \_\_\_\_\_ Total**

Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

**3-C. Antioch Water Park - Outside \_\_\_\_\_ Total**

Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

**4. Canal Park \_\_\_\_\_ Total**

Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

**5. Chaparral Park \_\_\_\_\_ Total**

Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

6. **Chichibu Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

7. **City Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

8. **Contra Loma Estates Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

9. **Country Manor Park & Ext.** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

10. **Dallas Ranch Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

11. **Deerfield Mini Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

12. **Diablo West Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

13. **Eaglesridge Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

14. **Fairview Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

15. **Gentrytown Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

**16. Hansen Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

**17. Harbour Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

**18. Heidorn Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

**19. Hillcrest Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

**20. Jacobsen Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

**21. Knoll Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

**22. Marchetti Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

**23. Markley Creek Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

**24. Meadow Creek Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

**25. Meadowbrook** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

**26. Memorial Tree Grove** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

**27. Mira Vista Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

**28. Mira Vista Hills Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

**29. Mountaire Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

**30. Nelson Ranch Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

**31. Prosserville Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

**32. Village East Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

**33. Williamson Ranch Park** \_\_\_\_\_ **Total**  
Year 1 \_\_\_\_\_ Service from 10/01/14-06/30/15  
Year 2 \_\_\_\_\_  
Year 3 \_\_\_\_\_  
Year 4 \_\_\_\_\_  
Year 5 \_\_\_\_\_

**TOTAL FOR ALL 33 PARKS FOR ALL 5 YEARS: \$ \_\_\_\_\_**

**PARK MAINTENANCE BID NO. 988-0722-14B**

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

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

Does proposed bid conform to all requirements listed in this document and drawings? \_\_\_\_\_  
If NO, explain non-conforming specifications in detail on separate sheet.

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

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

Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone \_\_\_\_\_ FAX \_\_\_\_\_

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

Contractor's License No. \_\_\_\_\_ Exp. Date \_\_\_\_\_

City of Antioch Business License No. \_\_\_\_\_ Exp. Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Send via mail (sealed) to:

or

Deliver via courier (sealed) to:

City of Antioch Public Works  
**BID NO. 988-0722-14B**  
[1201 W 4<sup>th</sup> Street](#)  
Antioch, CA 94509

City of Antioch Public Works  
**BID NO. 988-0722-14B**  
[1201 W 4<sup>th</sup> Street](#)  
Antioch, CA 94509

PARK MAINTENANCE BID NO. 988-0722-14B

CERTIFICATION OF SUBMITTER'S EXPERIENCE AND QUALIFICATIONS

PROJECT / CONTRACT REFERENCE #1

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

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

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

Dates Project Area Serviced: Beginning: \_\_\_\_\_ To: \_\_\_\_\_

Owner / Managing Agency: \_\_\_\_\_

Owner/ Representative on site: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Total Monthly Labor Hours: \_\_\_\_\_

Type of Project: \_\_\_\_\_ Total Acreage of Project: \_\_\_\_\_

Types of services performed:

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

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

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

Bidder's Company Name: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date and Signature: \_\_\_\_\_

PARK MAINTENANCE BID NO. 988-0722-14B

CERTIFICATION OF SUBMITTER'S EXPERIENCE AND QUALIFICATIONS

PROJECT / CONTRACT REFERENCE #2

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

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

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

Dates Project Area Serviced: Beginning: \_\_\_\_\_ To: \_\_\_\_\_

Owner / Managing Agency: \_\_\_\_\_

Owner/ Representative on site: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Total Monthly Labor Hours: \_\_\_\_\_

Type of Project: \_\_\_\_\_ Total Acreage of Project: \_\_\_\_\_

Types of services performed:

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

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

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

Bidder's Company Name: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date and Signature: \_\_\_\_\_



**PARK MAINTENANCE BID NO. 988-0722-14B**

**NON COLLUSION AFFIDAVIT**

**THIS PAGE MUST BE RETURNED NOTARIZED**

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

NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

Subscribed and sworn to before me by:

\_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

Bidder's Initials \_\_\_\_\_

**SAMPLE**

**MAINTENANCE AND TRADE SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this **10<sup>th</sup> day of March 2014** between **XYZ Inc.** ("Contractor"), whose address is **P.O. Box 123, Hayward, CA 94557**, and telephone number is; and the CITY OF ANTIOCH, a municipal corporation ("City").

**RECITALS**

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

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

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

1. Services to be Performed. The work for the City of Antioch is described on the attached Quote from 'Contractor' (Exhibit A), which is attached and incorporated to the extent consistent with this Agreement.

2. Compensation. The total compensation under this Agreement shall not exceed **\$xxx,xxx.00** with the details set forth in Exhibit A, which is attached and incorporated to the extent consistent with this Agreement.

3. Term. The term of this Agreement will expire on **June 30, 201X**.

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

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

6. Insurance. During the term of this Agreement, Contractor shall procure and maintain at its own cost and expense the following insurance coverage with insurers with an A.M. Best's rating of no less than A: VII:

a. General Liability and Bodily Injury Insurance. Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are

named additional insureds under the policy. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Contractor and its subcontractors, and that no other insurance effected by City or other named insured will be called on to cover a loss.

b. Automobile Liability Insurance. Automobile liability insurance with limits not less than \$1,000,000 per person/per occurrence.

c. Workers' Compensation Insurance. Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

For services deemed public works, by signing this agreement, Contractor is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

d. Certificate of Insurance. Contractor shall file a certificate of insurance and endorsements with the City prior to the City's execution of this Agreement, certificate of insurance shall provide in writing that the insurance afforded by this certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. In addition, the insured shall provide thirty (30) days prior written notice to the City of any suspension, cancellation, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

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

7. Independent Contractor. The Contractor is an independent contractor retained by the City. All personnel employed by the Contractor, including subcontractors, and personnel of subcontractors, are not and shall not be employees of the City.

8. Warranty Against Defects. Contractor warrants all work done and goods provided under this Agreement shall meet the following requirements or any manufacturer's or standard industry warranty whichever provides the greatest protection to the City:

- a. Meet all conditions of the Agreement;
- b. Shall be free from all defects in design, material and workmanship; and
- c. Shall be fit for the purposes intended.

If any defects occur within said 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.

9. Labor Code Prevailing Wage. To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to

hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

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

10. Miscellaneous Provisions.

a. City may terminate this Agreement at any time by mailing a notice to Contractor. Contractor shall be paid for that portion of goods provided work completed when notice is received.

b. Contractor shall not assign or transfer this Agreement.

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

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

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

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

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

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

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

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

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

**CITY OF ANTIOCH:**

By: \_\_\_\_\_  
Steve Duran, City Manager

**CONTRACTOR:**

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

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

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

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

**ATTEST:**

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

**APPROVED AS TO TERMS:**

\_\_\_\_\_  
Lynn Tracy Nerland, City Attorney



**PARK MAINTENANCE BID NO. 988-0722-14B**  
**PARK SERVICE AND AREA MAPS**

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



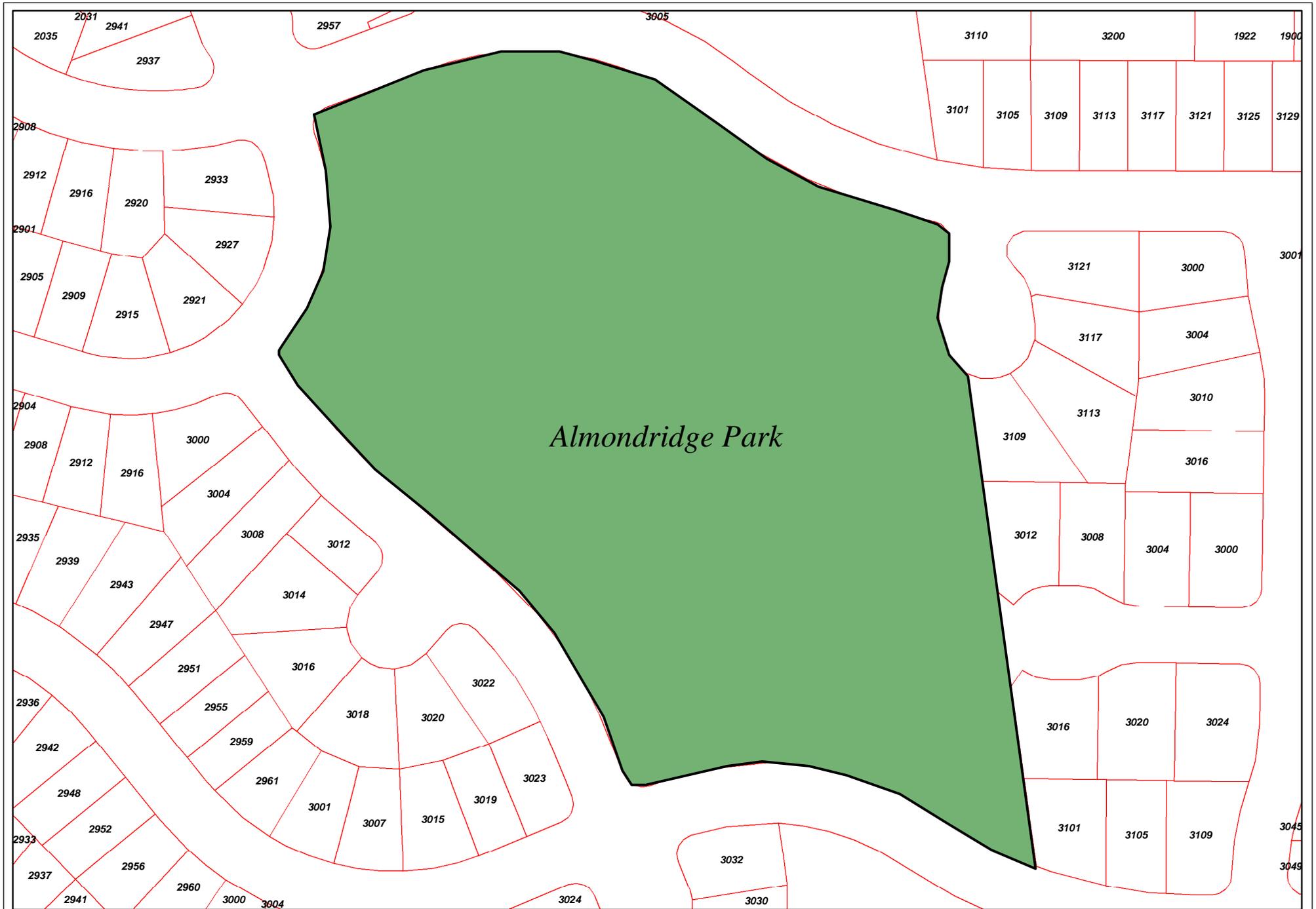
*Almondridge Park*



3400 Almondridge Dr

City of Antioch GIS

**Almondridge Park**  
**8.6 Acres**



3400 Almondridge Drive

City of Antioch GIS

**Almondridge Park**  
**8.6 Acres**



Community Park



801 James Donlon Blvd

City of Antioch GIS

**Antioch Community Park**  
**43.98 Acres**



219-4495-63120

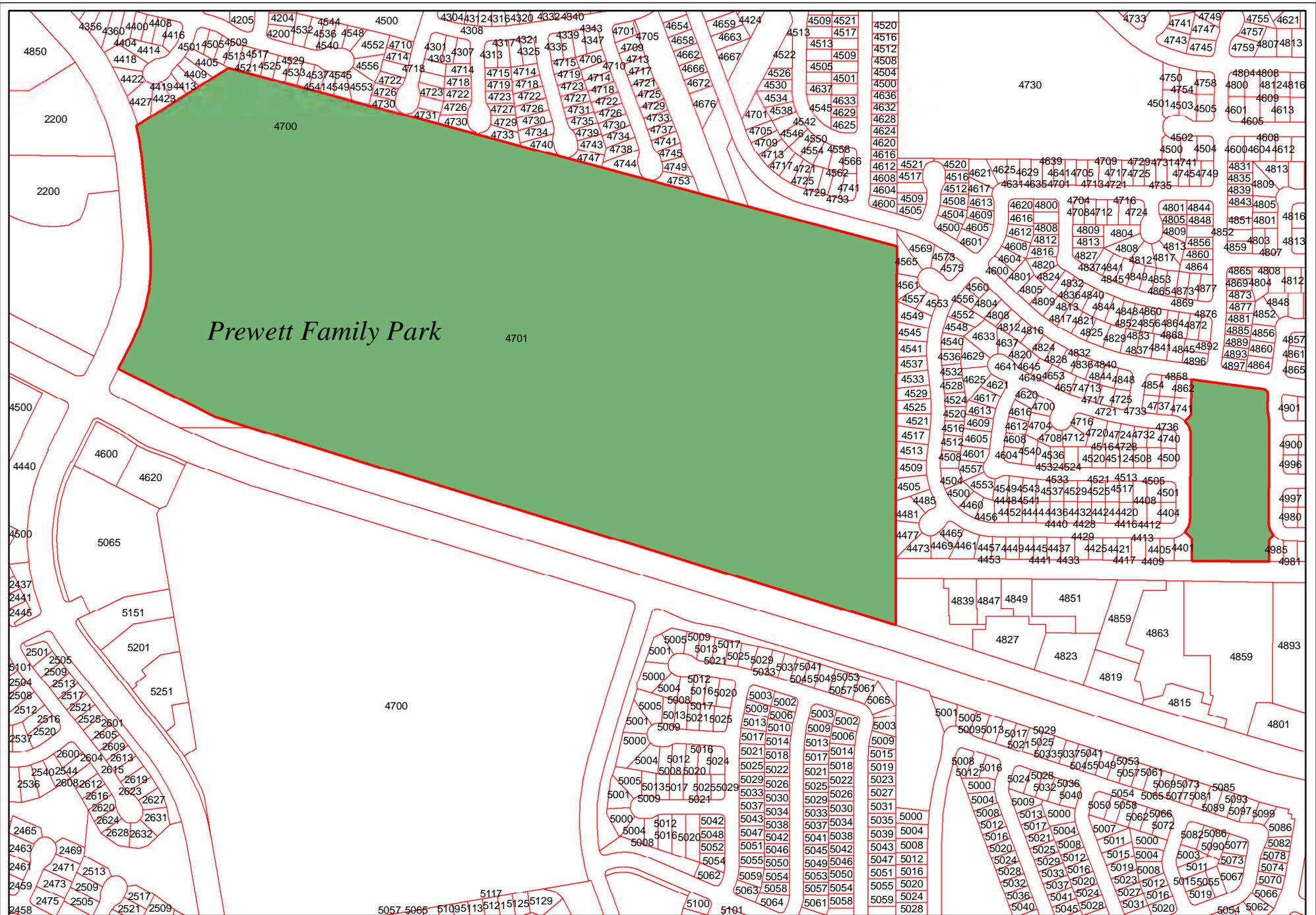
Antioch Community Ceneter  
Built in 2010

641-4630-03010

100-2195-63010

LONE TREE WAY





Prewett Family Park

4701



4701 Lone Tree Way

City of Antioch GIS

Antioch Water Park



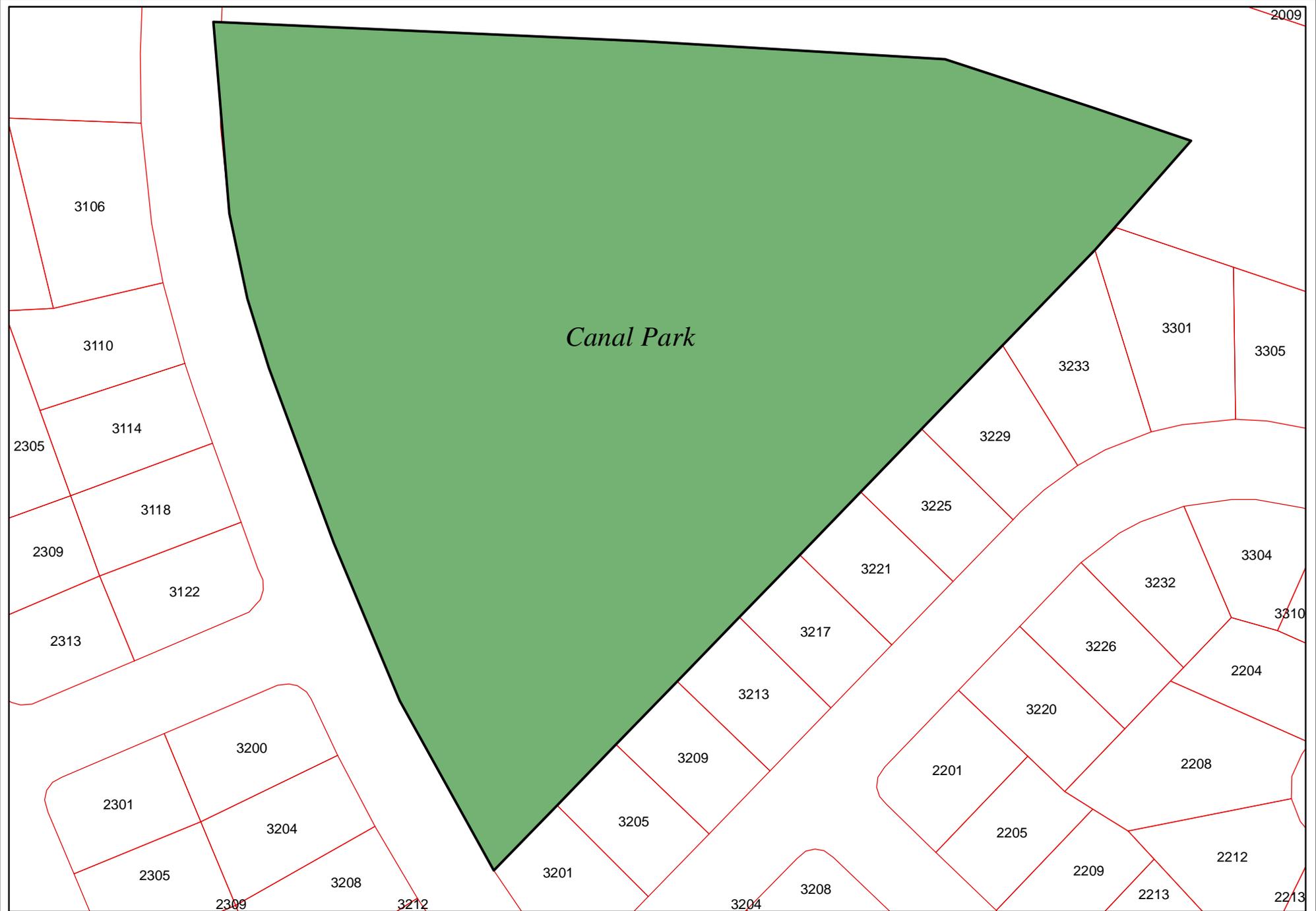
*Canal Park*



5100 Prewett Ranch Drive

City of Antioch GIS

**Canal Park**  
**4.8 Acres**



*Canal Park*



3200 Gentrytown Dr

City of Antioch GIS

**Canal Park**  
**4.8 Acres**



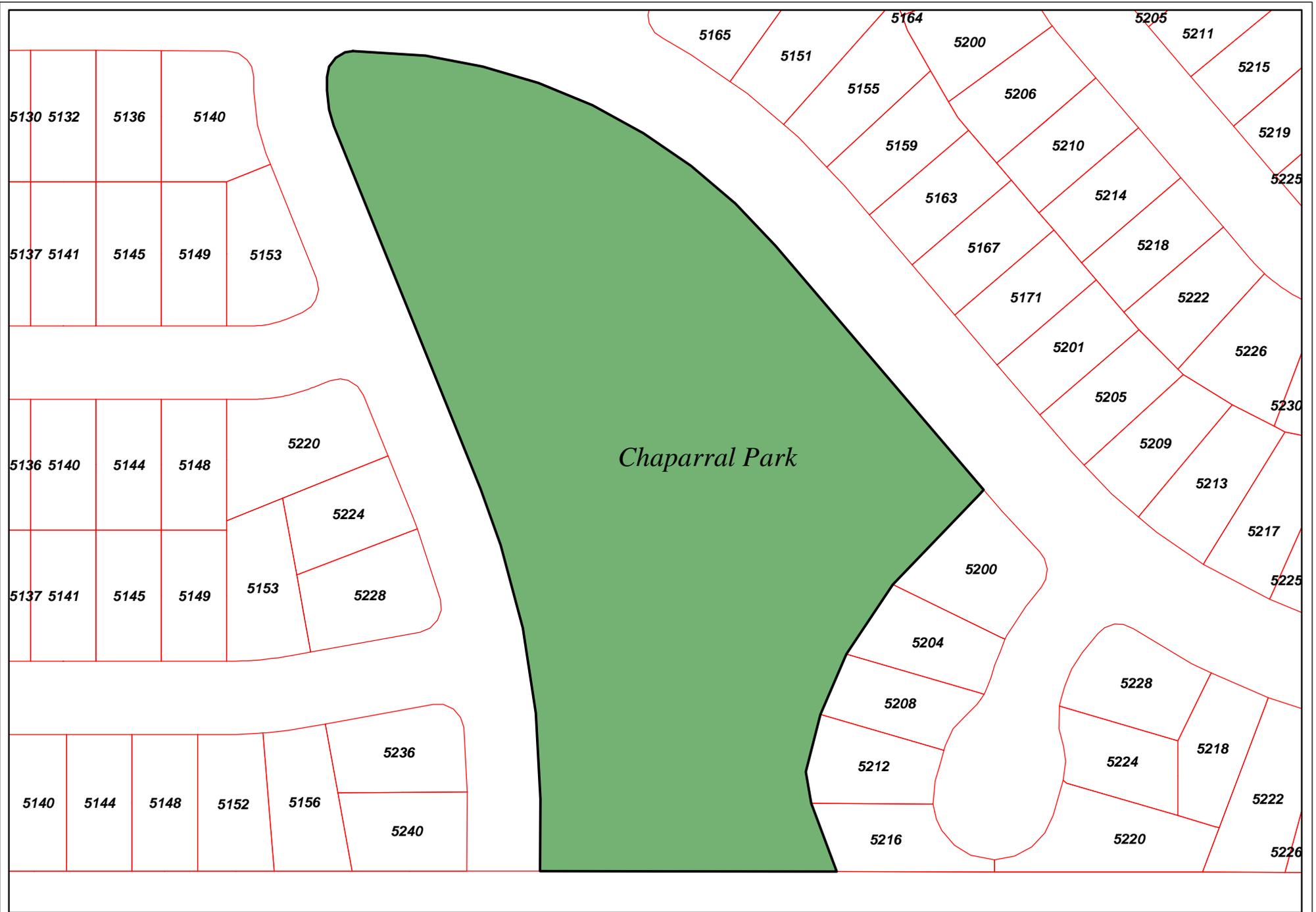
Chaparral Park



3200 Longview Road

City of Antioch GIS

Chaparral Park  
4 Acres





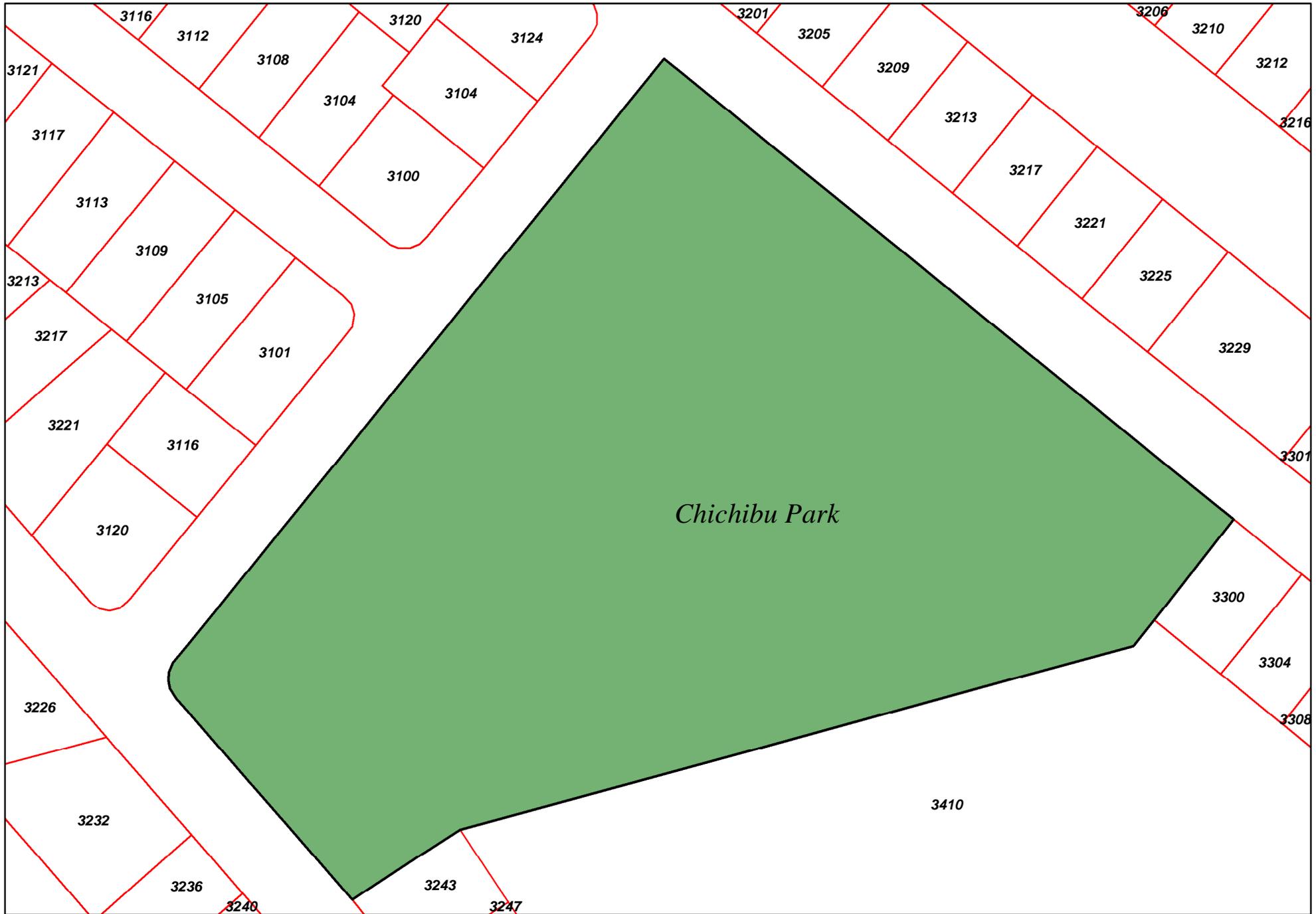
Chichibu Park



3200 Longview Road

City of Antioch GIS

Chichibu Park  
6.15 Acres



*Chichibu Park*



3200 Longview Road

City of Antioch GIS

**Chichibu Park**  
**6.15 Acres**



City Park

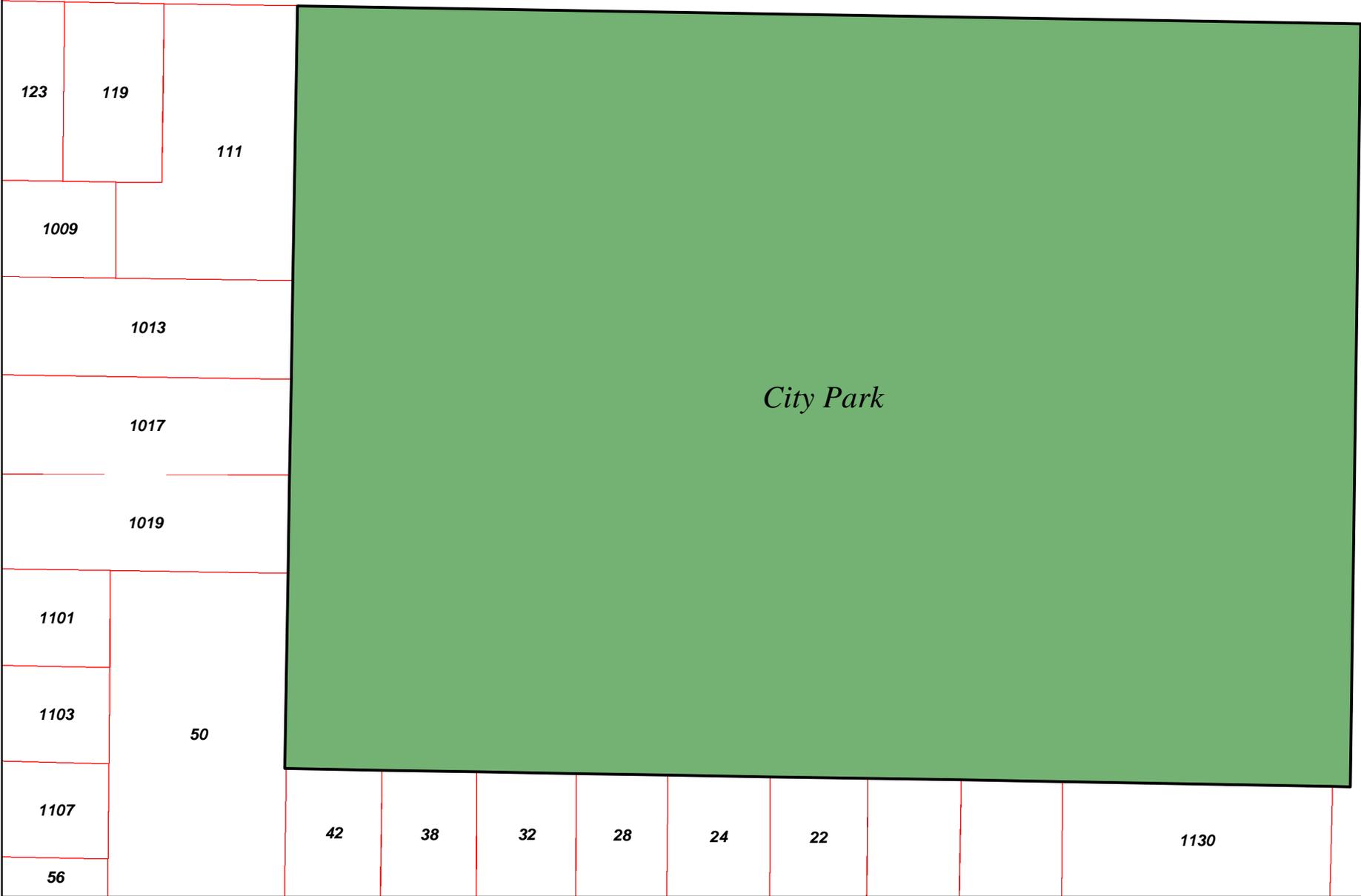


1000 A Street

City of Antioch GIS

City Park  
4.96 Acres

909 112 108 106 102 24 40 900



*City Park*



1000 A Street

*City of Antioch GIS*

**City Park**  
**4.96 Acres**



*Contra Loma Park*



2800 Mahogany Way

City of Antioch GIS

**Contra Loma Park**  
4.32 Acres

2400  
2400

2327

2316

2313

2317

2405

2405

2405

2405

2405

2405

2405

2405

*Contra Loma Park*



2800 Mahogany Way

City of Antioch GIS

**Contra Loma Park**  
**4.99 Acres**



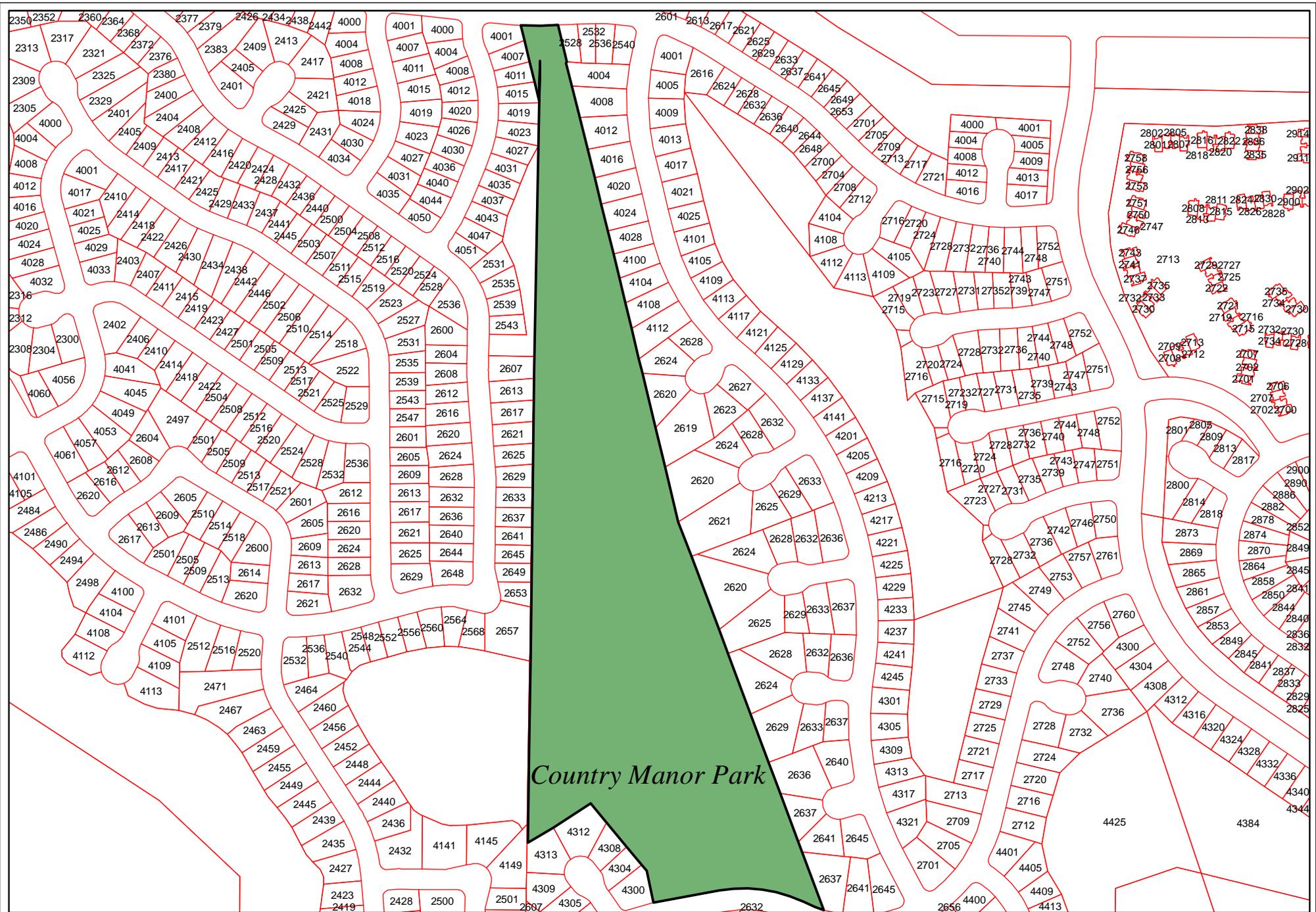
Country Manor Park



2800 Asilomar Drive

City of Antioch GIS

Country Manor Park  
20.23 Acres



Country Manor Park



2800 Asilomar Drive

City of Antioch GIS

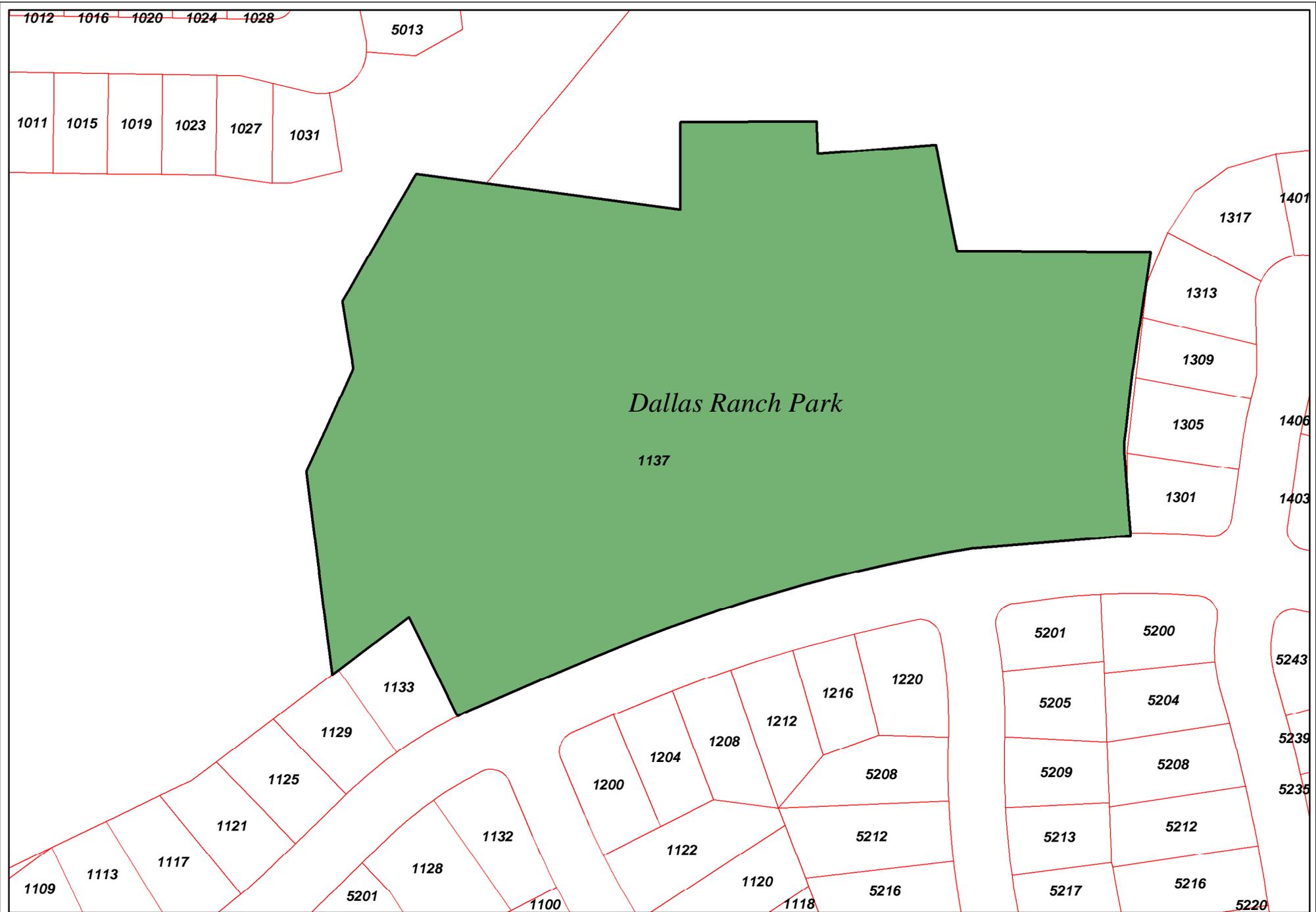
Country Manor Park  
20.23 Acres



1137 Prewett Ranch Drive

City of Antioch GIS

Dallas Ranch Park  
5 Acres



1137 Prewett Ranch Drive

City of Antioch GIS

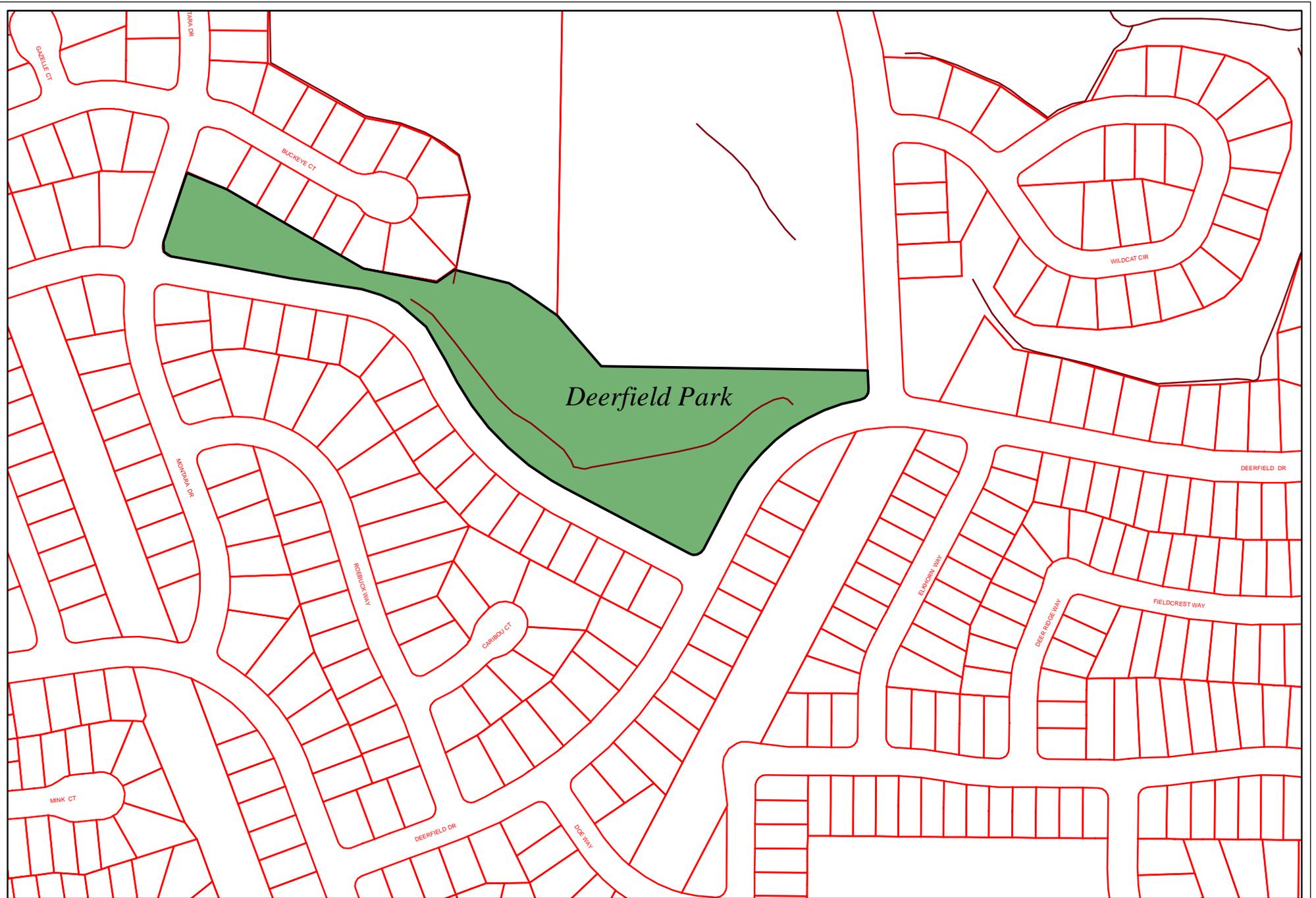
**Dallas Ranch Park**  
**5.02 Acres**



4700 Deerfield Drive

City of Antioch GIS

Deerfield Park  
3.94 Acres



4700 Deerfield Drive

City of Antioch GIS

**Deerfield Park**  
**3.94 Acres**



Diablo West Park

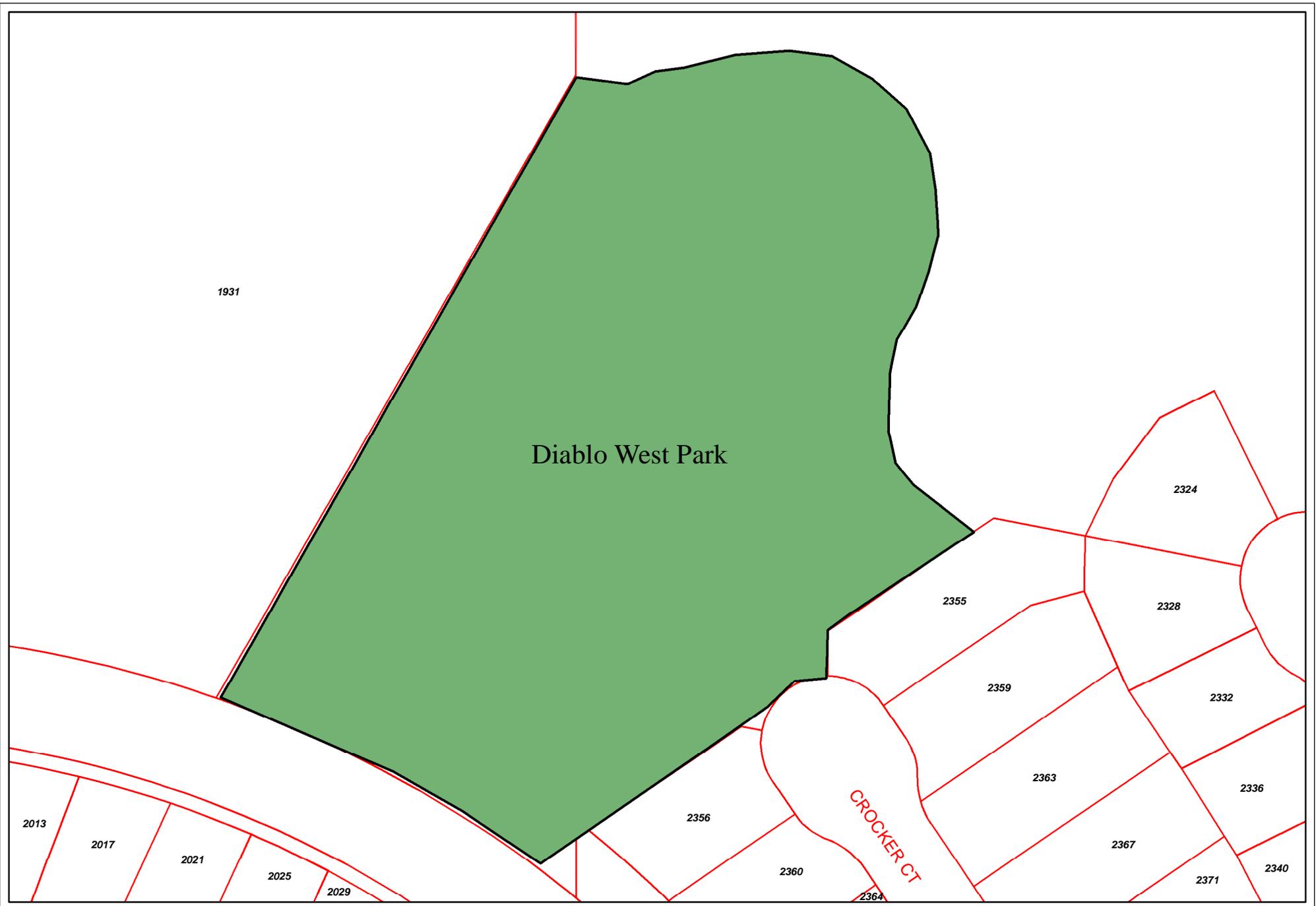
CROCKER CT



2000 Prewett Ranch Drive

City of Antioch GIS

Diablo West Park  
4.04 Acres



2000 Prewett Ranch Drive

City of Antioch GIS

**Diablo West Park**  
4.16 Acres



4200 Eaglesridge Drive City of Antioch GIS

**Eagleridge Park  
5.38 Acres**





Fairview Park

CRESTVIEW DR

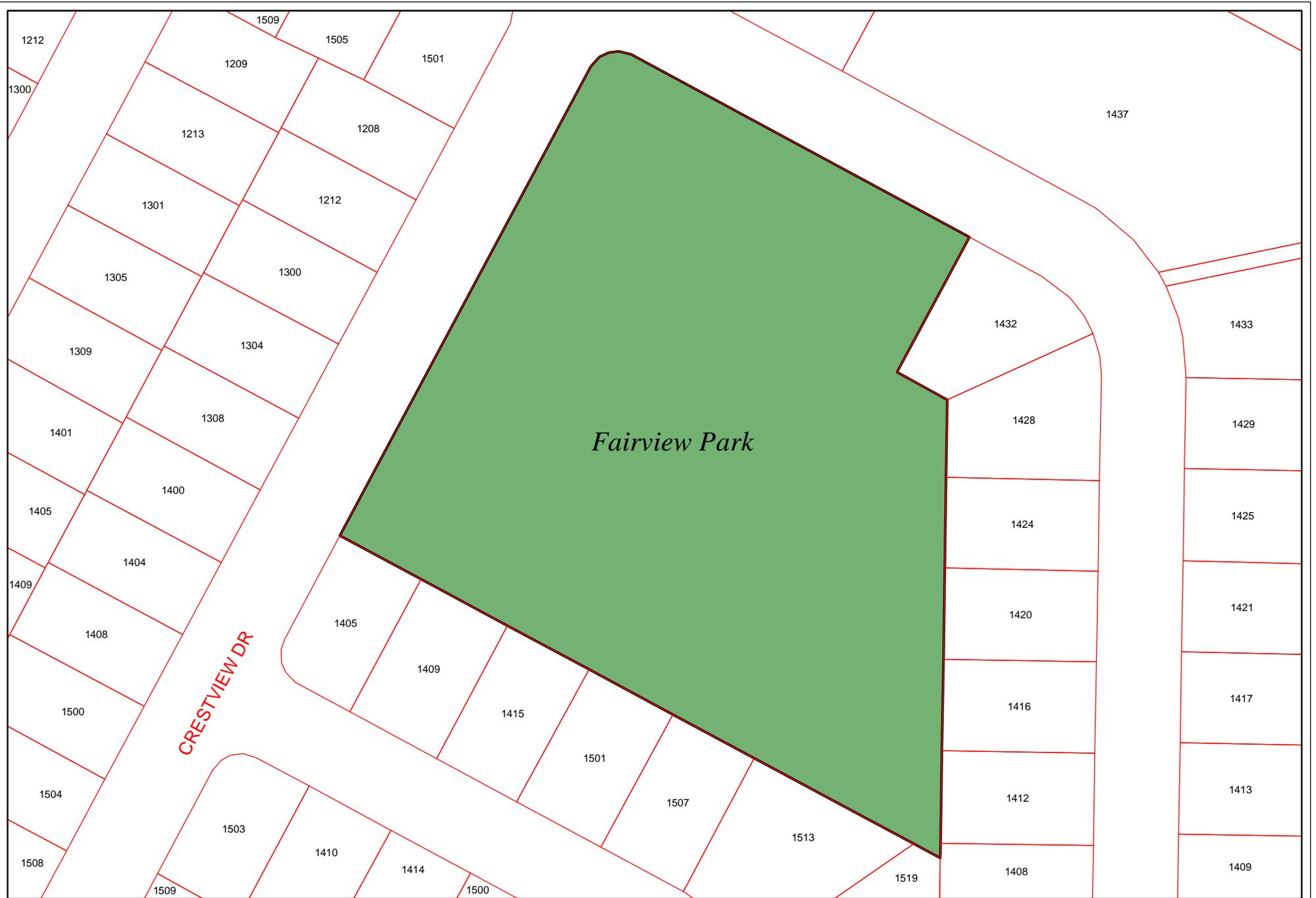
464



1100 Crestview Drive

City of Antioch GIS

Fairview Park  
2.96 Acres



*Fairview Park*

CRESTVIEW DR



1100 Crestview Drive

City of Antioch GIS

**Fairview Park**  
**2.96 Acres**



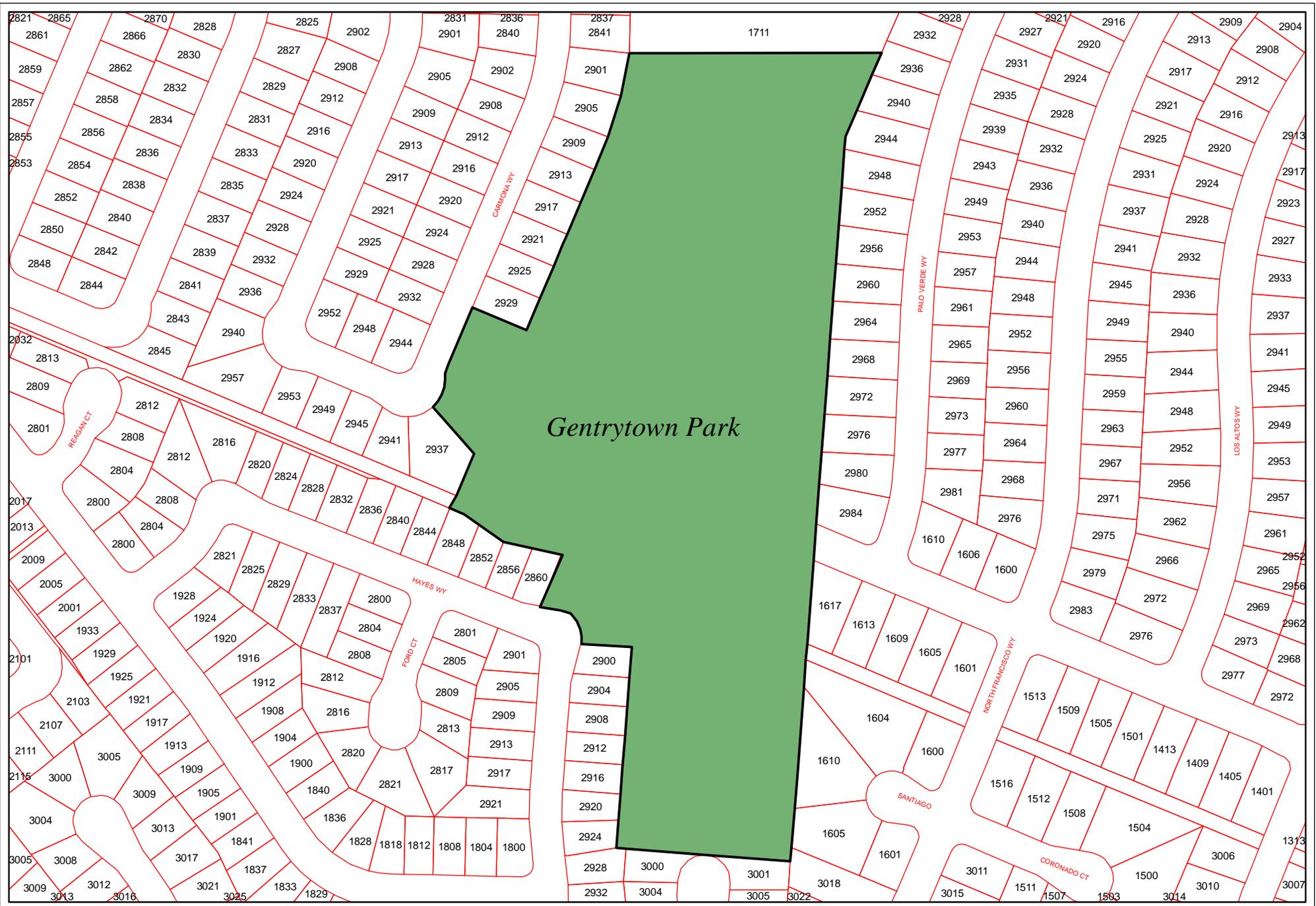
*Gentrytown Park*



2800 Carmona Way

City of Antioch GIS

Gentrytown Park  
14.49 Acres



*Gentrytown Park*



2800 Carmona Way

City of Antioch GIS

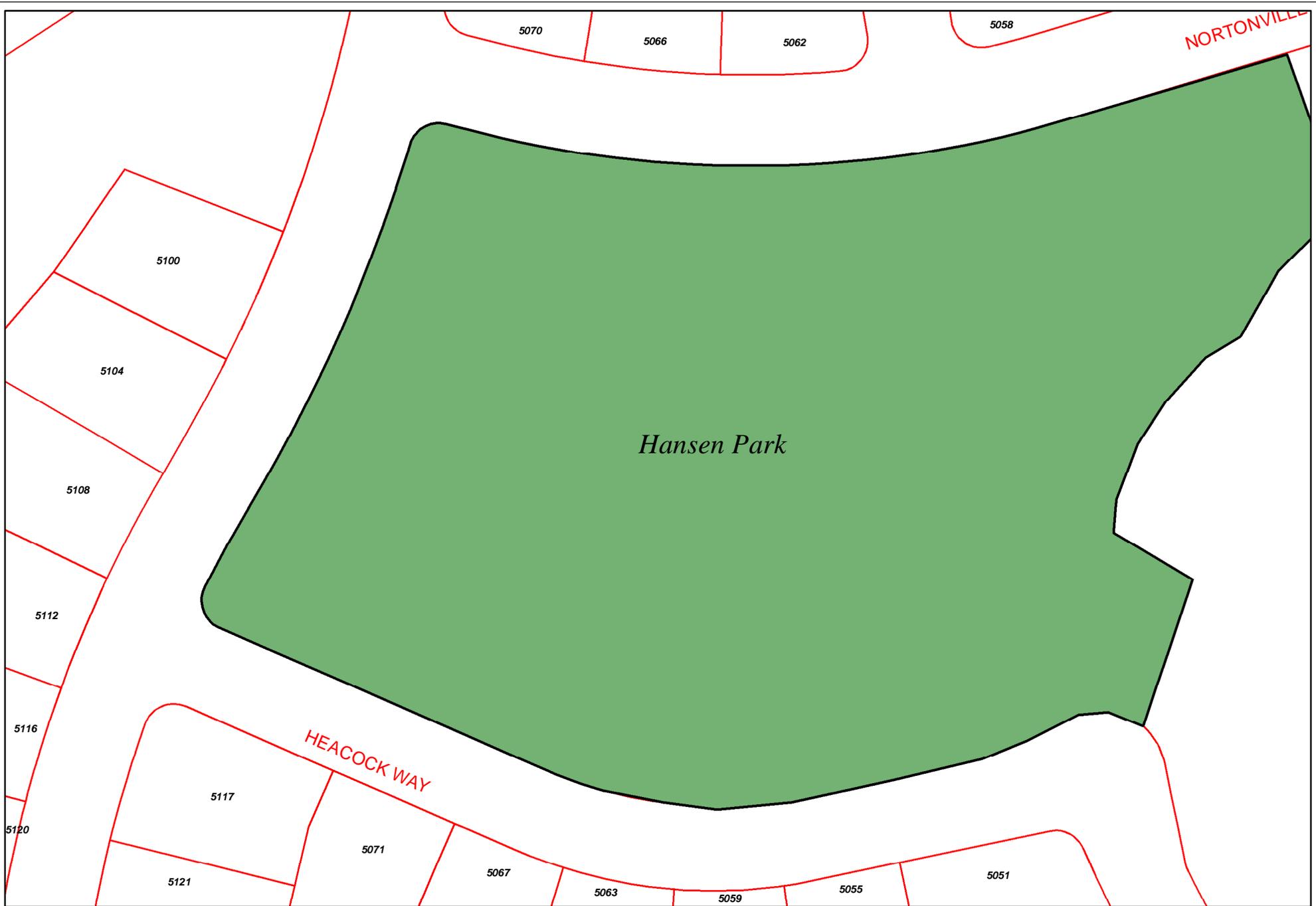
**Gentrytown Park**  
14.49 Acres



5099 Hansen Drive

City of Antioch GIS

**Hansen Park**  
5.52 Acres



5099 Hansen Drive

City of Antioch GIS

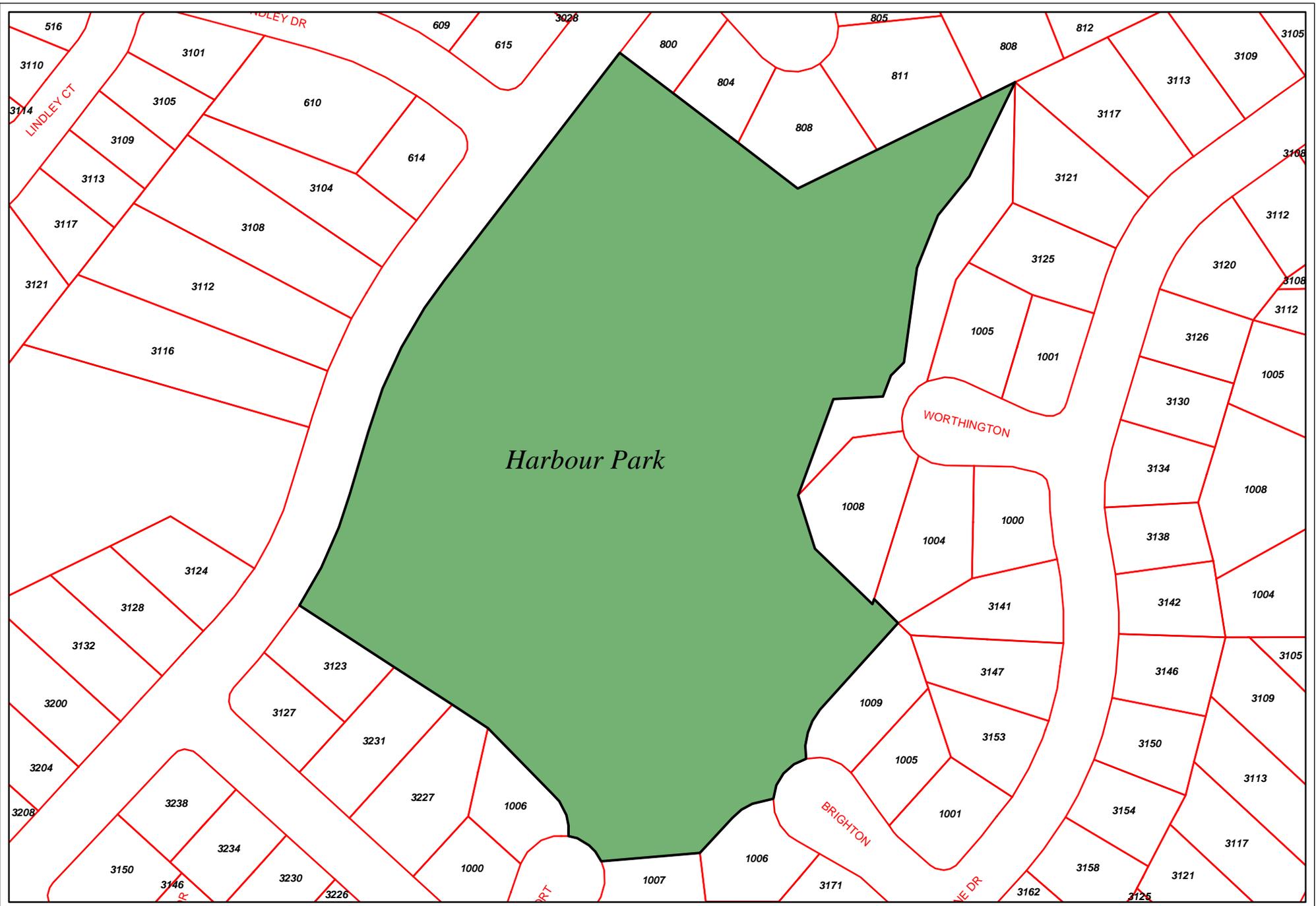
**Hansen Park**  
5.47 Acres



2900 Ashburton Drive

City of Antioch GIS

Harbour Park  
7.49 Acres



*Harbour Park*



2900 Ashburton Drive

City of Antioch GIS

**Harbour Park**  
**7.49 Acres**



*Heidorn Park*

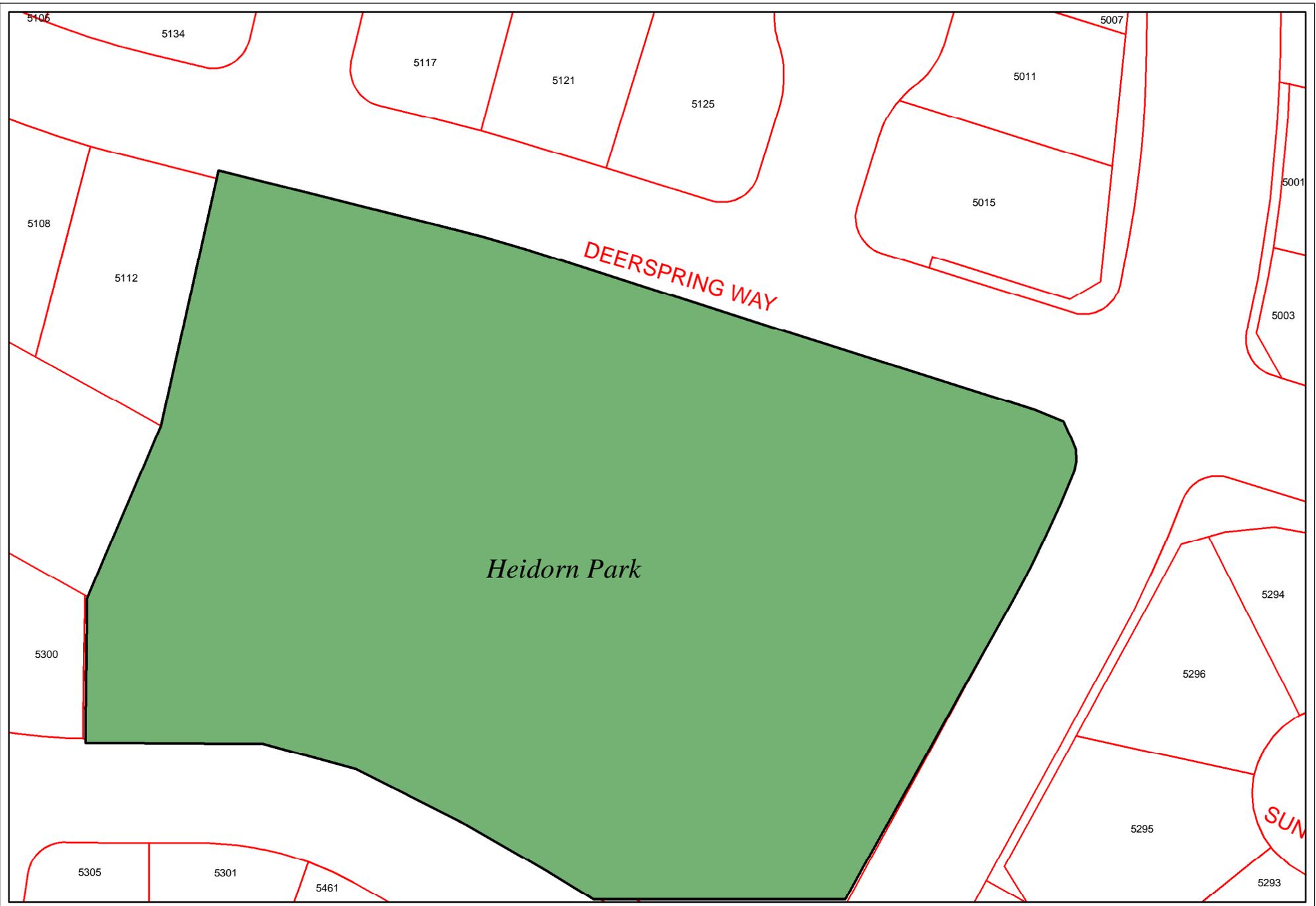
DEERSPRING WAY



5100 Deerspring Way

City of Antioch GIS

**Heidorn Park**  
**3.19 Acres**



*Heidorn Park*

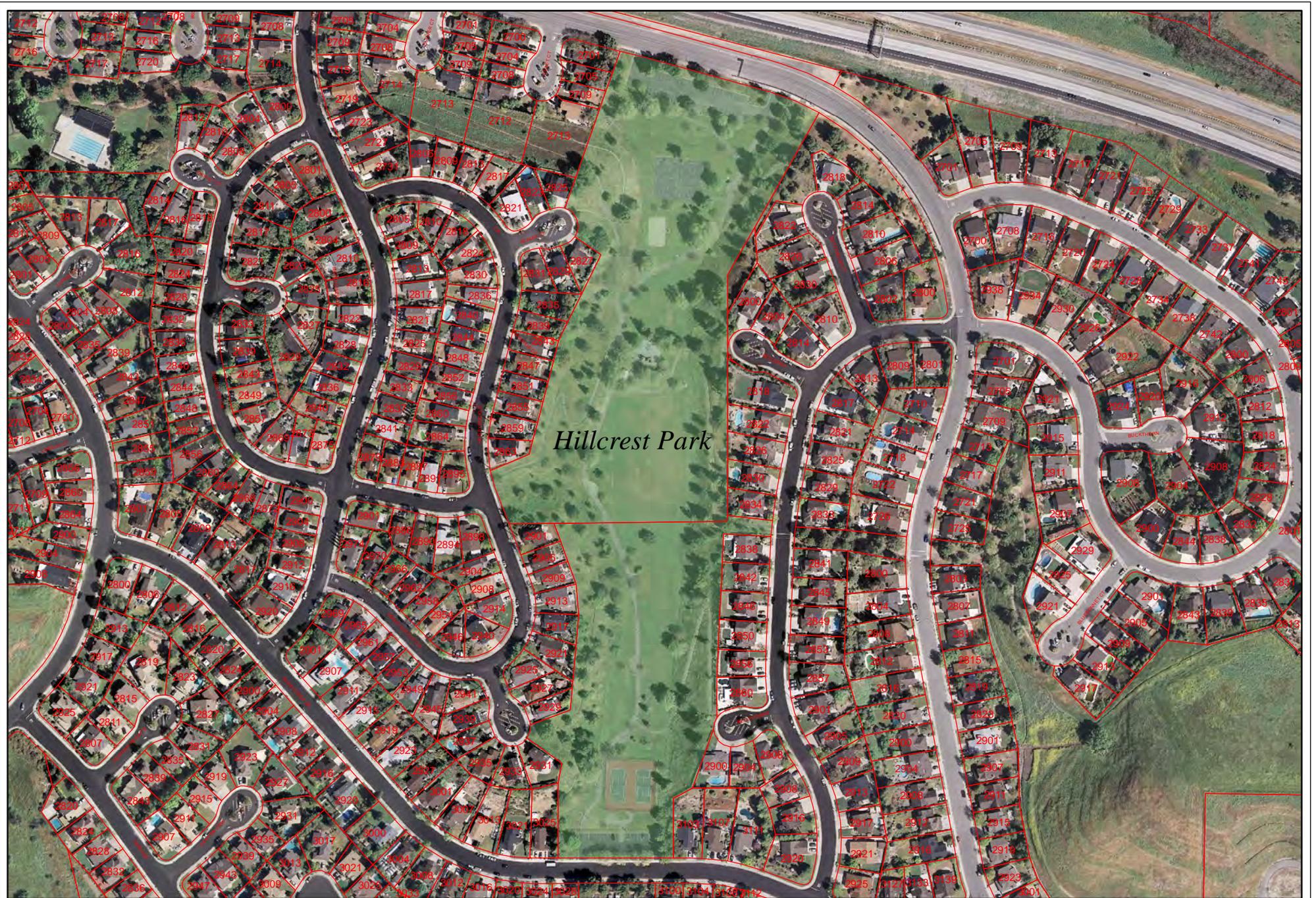
DEERSPRING WAY



5100 Deerspring Way

City of Antioch GIS

**Heidorn Park**  
**3.24 Acres**



Hillcrest Park

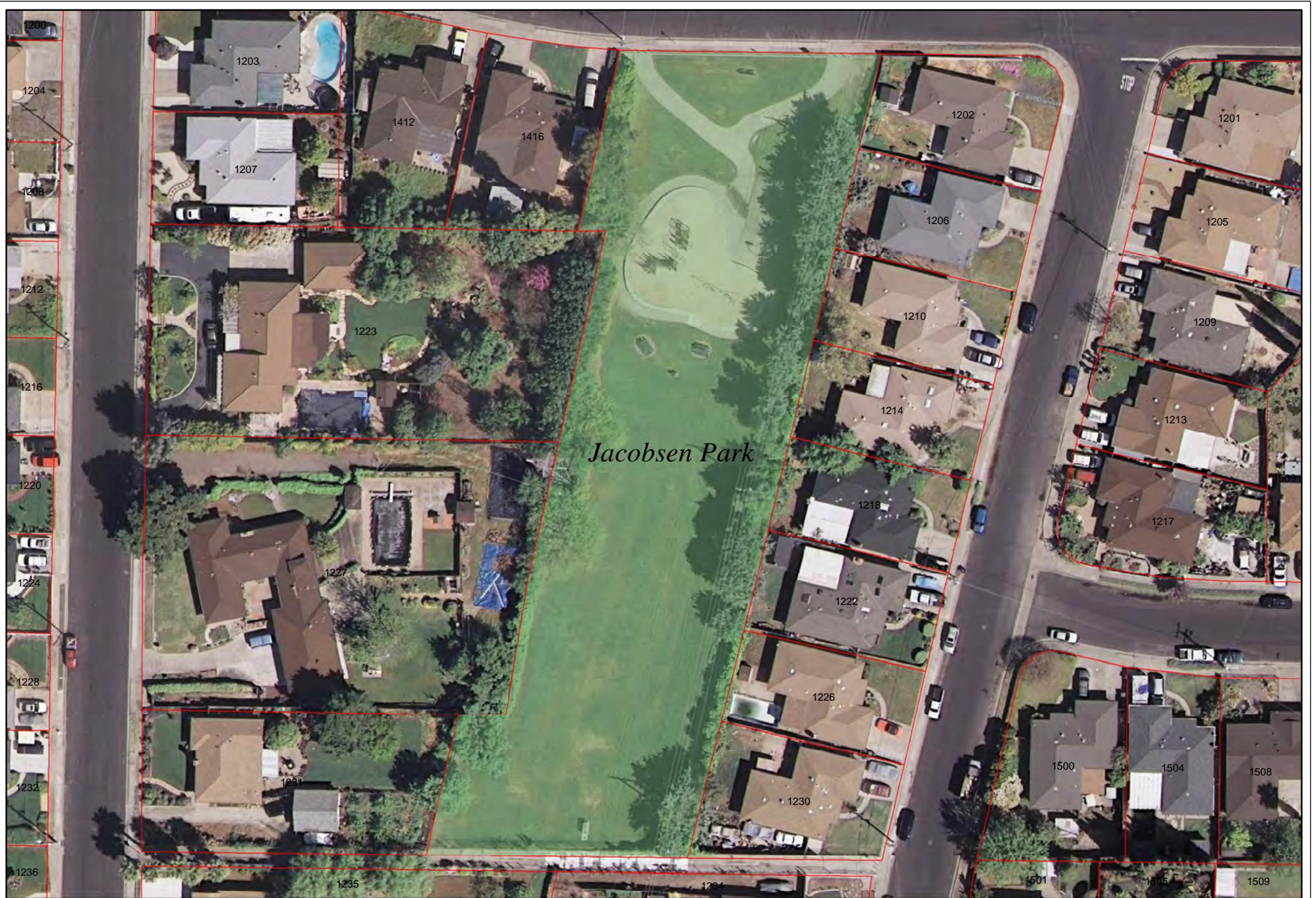
1300 Larkspur Drive

City of Antioch GIS

Hillcrest Park  
17.50 Acres







1600 jacobsen St

City of Antioch GIS

Jacobsen Park  
1.50 Acres



1600 Jacobsen St

City of Antioch GIS

**Jacobsen Park**  
1.50 Acres



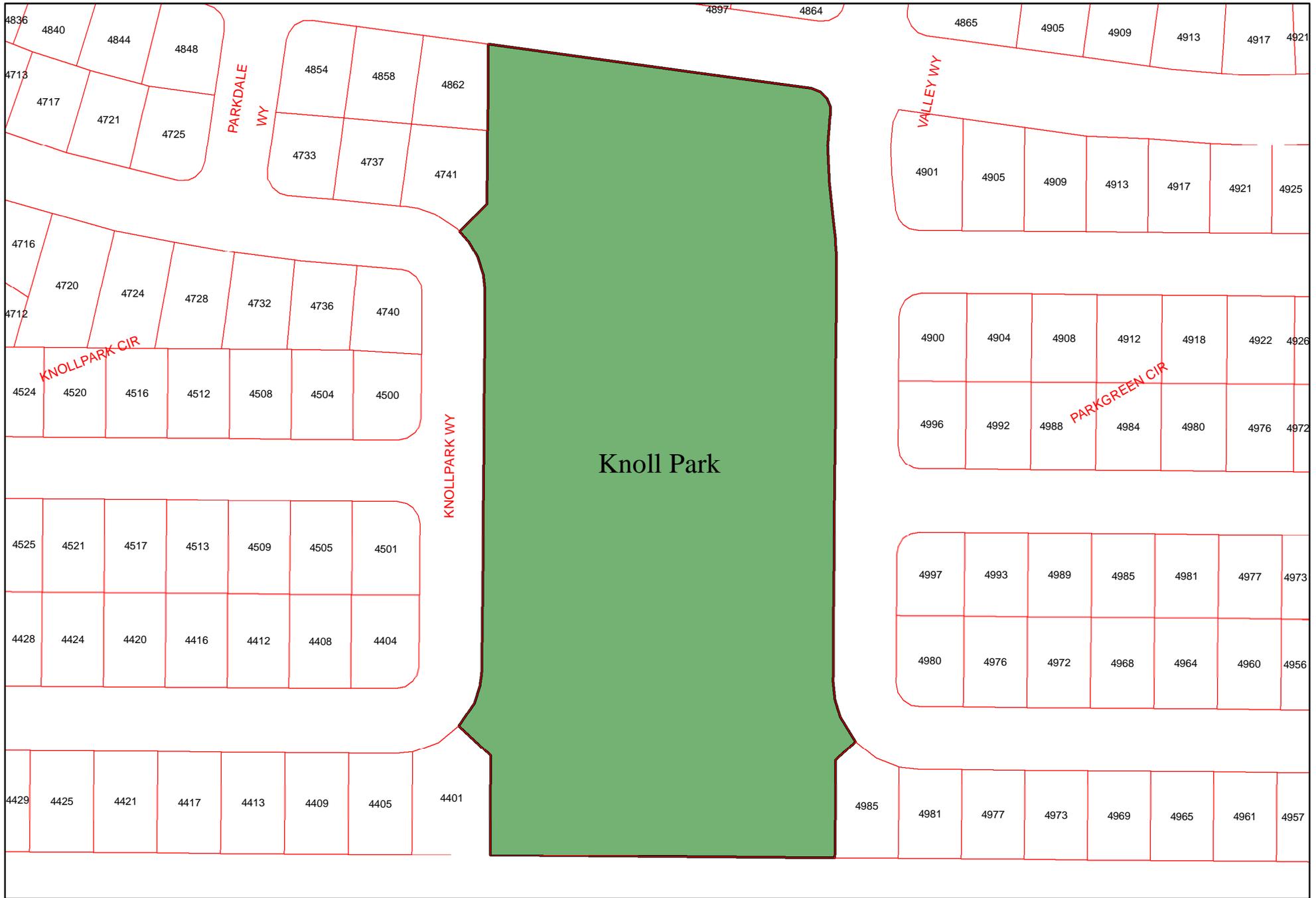
Knoll Park



5000 Country Hills Dr

City of Antioch GIS

**Knoll Park**  
5.02 Acres



5000 Country Hills Dr

City of Antioch GIS

**Knoll Park**  
**5.02 Acres**



2500 kendree Street

City of Antioch GIS

Gino Marchetti Park  
4.95 Acres



*Gino Marchetti Park*



2500 kendree Street

City of Antioch GIS

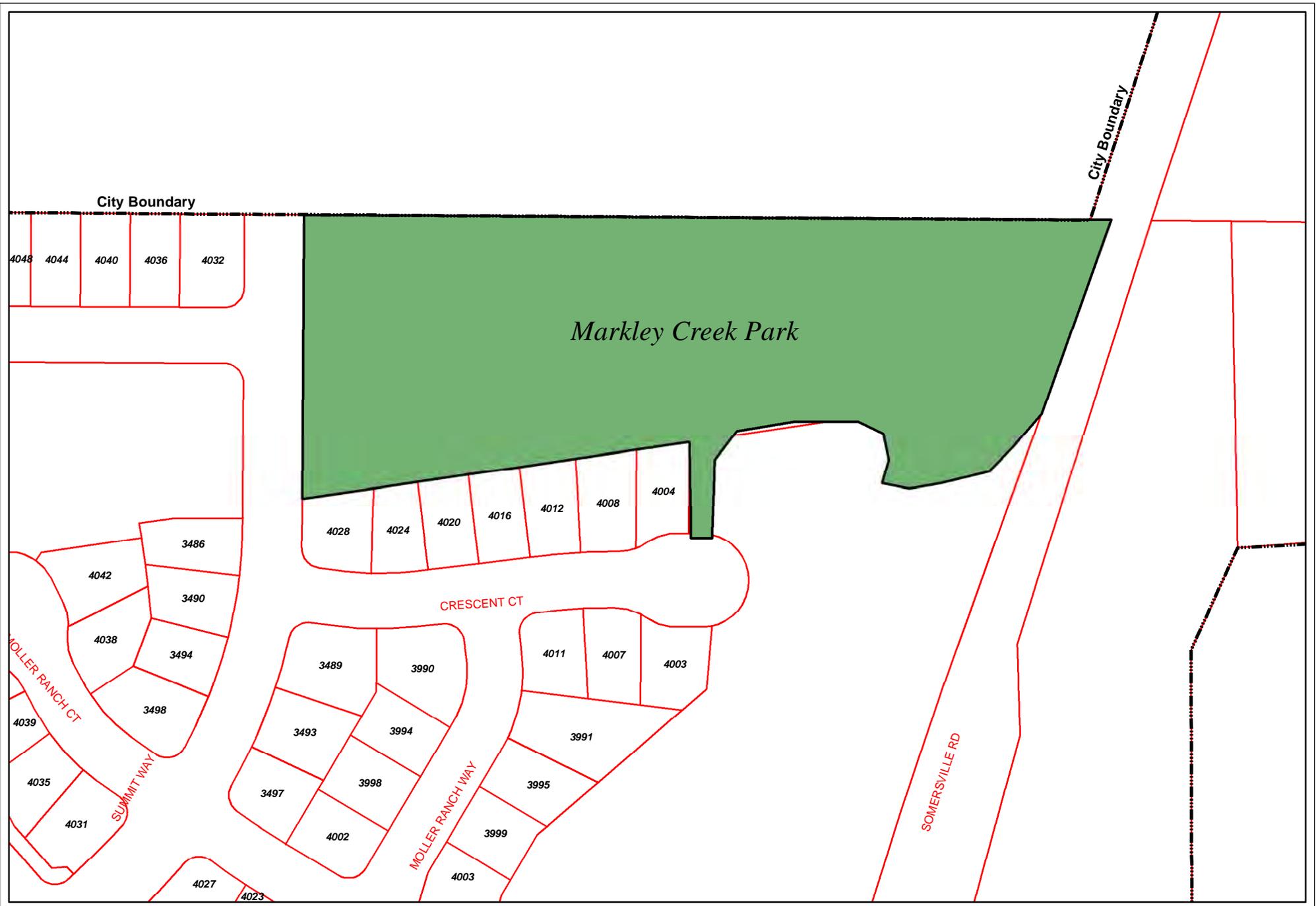
**Gino Marchetti Park**  
**4.95 Acres**



3301 Summit Way

City of Antioch GIS

Markley Creek Park  
4.37 Acres



City Boundary

City Boundary

Markley Creek Park

CRESCENT CT

MOLLER RANCH CT

SUMMIT WAY

MOLLER RANCH WAY

SOMERSVILLE RD



3301 Summit Way

City of Antioch GIS

Markley Creek Park  
4.06 Acres



4707 Vista Grande Dr

City of Antioch GIS

Meadow Creek Park  
5.12 Acres



4707 Vista Grande Dr

City of Antioch GIS

Meadow Creek Park  
5.02 Acres



1300 Yellowstone Dr

City of Antioch GIS

Meadowbrook Park  
2.90 Acres



1300 Yellowstone Dr

City of Antioch GIS

**Meadowbrook Park**  
2.90 Acres



Childrens Memorial Tree Grove



4701 Lone Tree Way

City of Antioch GIS

Childrens Memorial Tree Grove



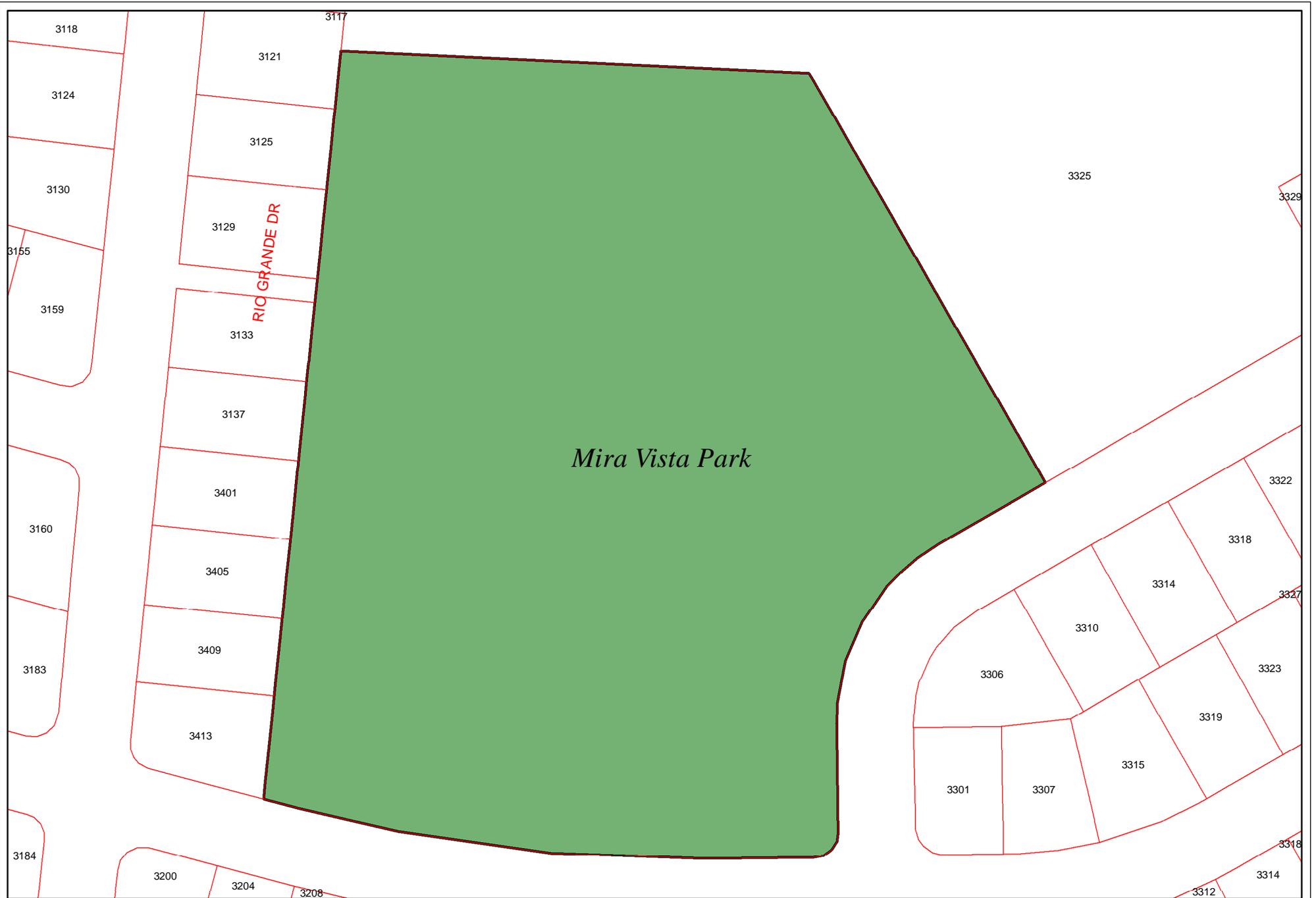
*Mira Vista Park*



3000 S Francisco Way

City of Antioch GIS

**Mira Vista Park**  
**6.80 Acres**



3000 S Francisco Way

City of Antioch GIS

**Mira Vista Park**  
**6.80 Acres**



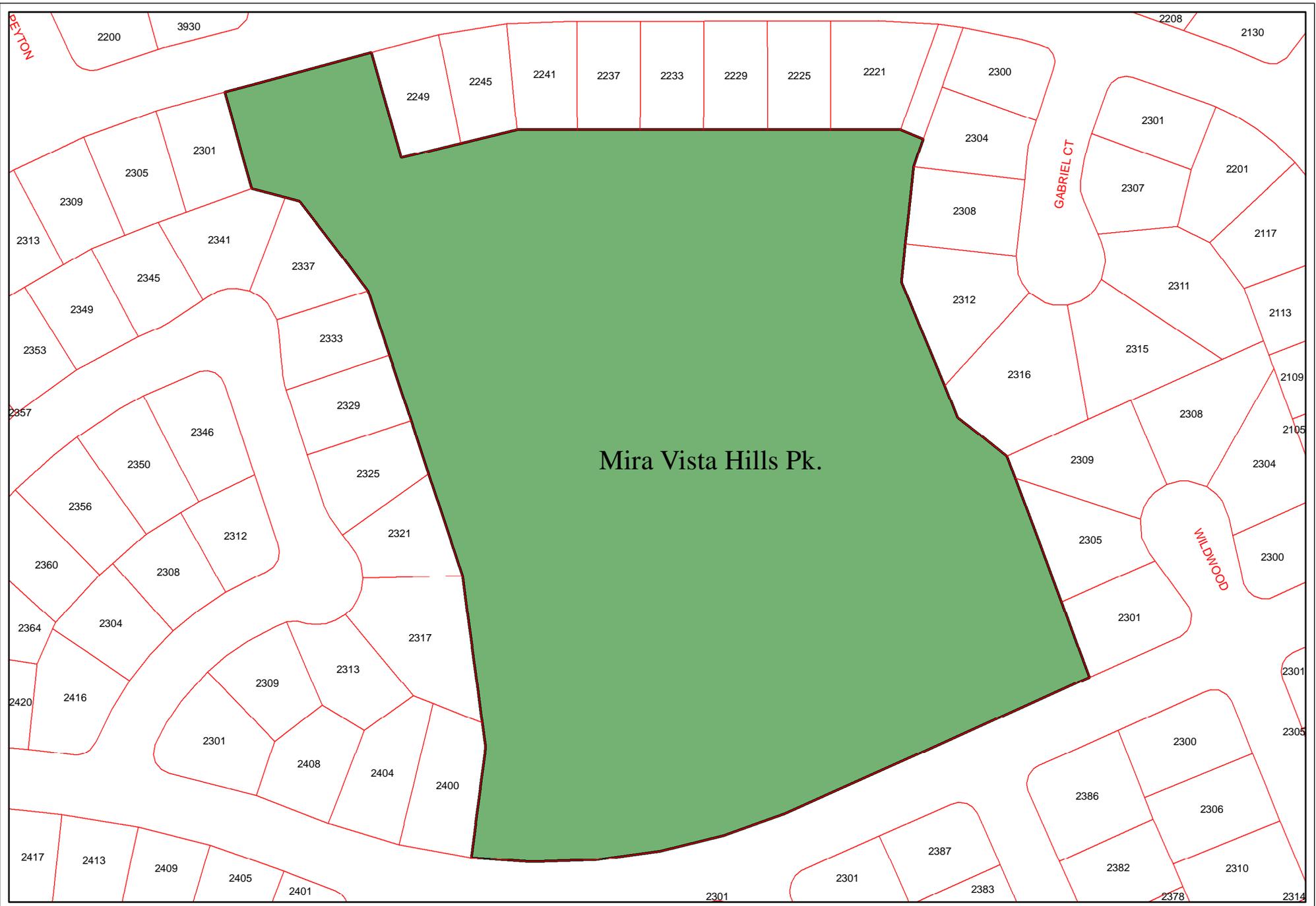
Mira Vista Hills Pk.



2000 Silverado Dr

City of Antioch GIS

Mira Vista Hills Park  
9.2 Acres



Mira Vista Hills Pk.



2000 Silverado Dr

City of Antioch GIS

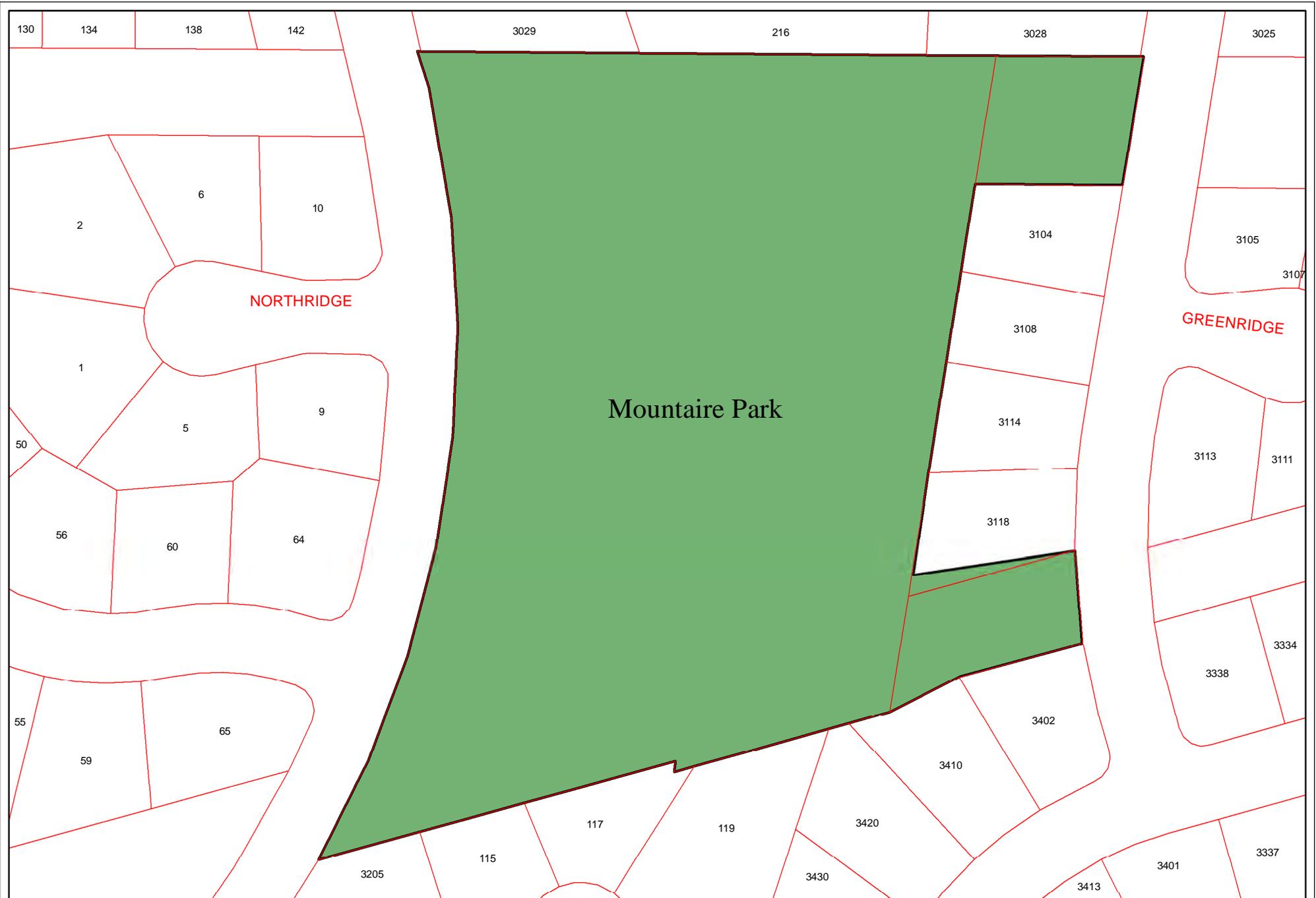
Mira Vista Hills Park  
9.2 Acres



2600 Sunset Ln

City of Antioch GIS

Mountaire Park  
5.08 Acres



2600 Sunset Ln

City of Antioch GIS

**Mountaire Park**  
**5.08 Acres**



2000 Silverado Dr

City of Antioch GIS

**Nelson Ranch Park**  
7.318 Acres



1400 W 6th Street

City of Antioch GIS

**Prosserville Park**  
1.05 Acres

O ST

N ST

437

*Prosserville Park*

611

1320

1316

1312

1308

1304

1300

1224

1220

1216

1212

1208

1204

703

1319

1315

1311

1309

1305

1301

1223

1219

1215

1211

1207

1205

1201



1400 W 6th Street

City of Antioch GIS

**Prosserville Park**  
**1.05 Acres**



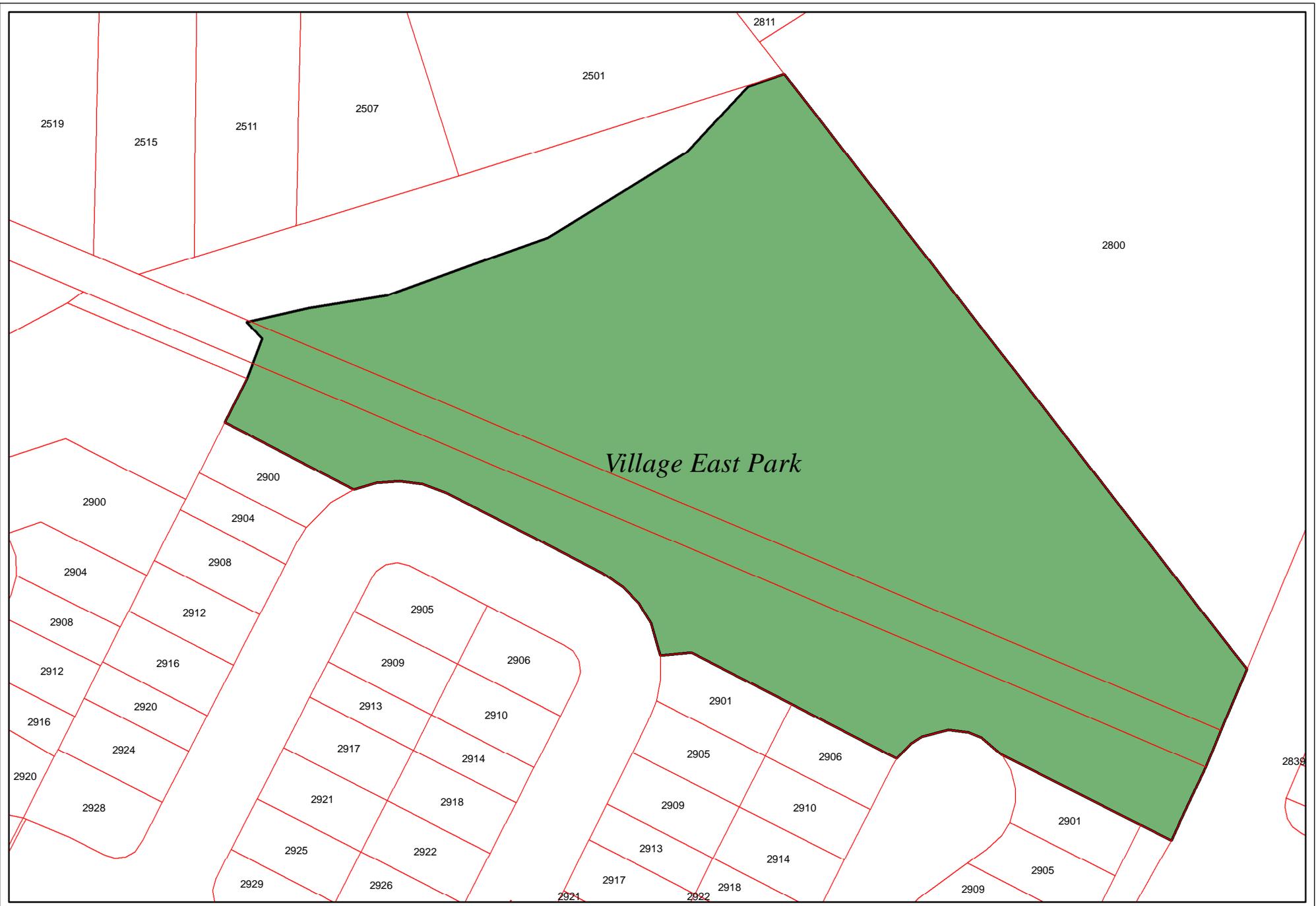
Village East Park



2700 Gentrytown Dr

City of Antioch GIS

Village East Park  
3.77 Acres



2700 Gentrytown Dr

City of Antioch GIS

**Village East Park**  
**4.32 Acres**



Williamson Ranch Pk.

WILLIAMSON RANCH DR

JANBLEY DR

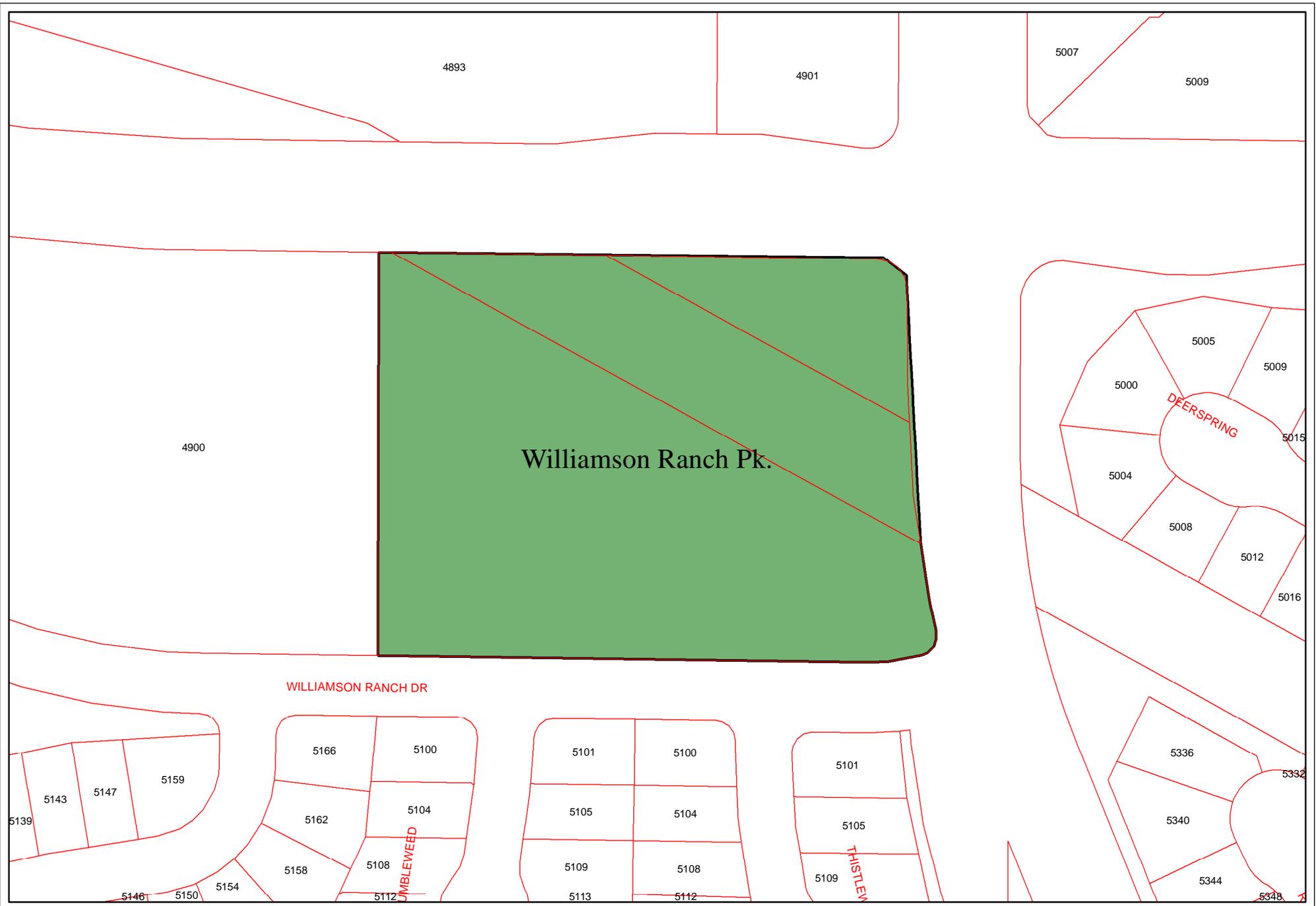
TANSTEM



5000 Lone Tree Way

City of Antioch GIS

Williamson Ranch Park  
4.91 Acres



Williamson Ranch Pk.

WILLIAMSON RANCH DR

DEERSPRING

JUMBLEWEED

THISTLEW



5000 Lone Tree Way

City of Antioch GIS

Williamson Ranch Park  
4.91 Acres