



DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSAL

FENCING PARTS & INSTALLATION

PROPOSAL NO. 330-0417-24A

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

Release Date: March 13, 2024

Proposals Due: April 17, 2024, by 2:00 P.M.

CITY OF ANTIOCH

NOTICE INVITING PROPOSALS, RFP NO. 330-0417-24A **FENCING PARTS & INSTALLATION SERVICES**

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received until **2:00 pm, April 17, 2024** at 1201 W. 4th St. Antioch, CA 94509, for the furnishing to the City of Antioch ("City") of ***Fencing Parts & Installation***.

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

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

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

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

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

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

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

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

**CITY OF ANTIOCH
REQUEST FOR PROPOSALS
RFP NO. 330-0417-24A
FENCING PARTS & INSTALLATION**

I. BACKGROUND AND INTRODUCTION

The City of Antioch ("City") is requesting proposals from qualified firms¹ licensed by the State of California with either a class A or C-13 contractor's license for **Fencing Parts & Installation Services** ("Services"), which shall be provided under the general direction of the Operations Supervisor or his or her designee.

II. REQUEST FOR PROPOSALS

A. Scope of Services; Maintenance Services Agreement

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

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

B. Content and Format of Proposal

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

1. Executive Summary: (limit: 1 page) Summarize the content of your firm's proposal in a clear and concise manner.
2. Table of Contents: (limit: 1 page)
3. Identification of Proposer: (limit: 1 page)
 - a. Legal name and address of the company.
 - b. Legal form of company (i.e. partnership, corporation).
 - c. If company is a wholly owned subsidiary of a "parent company," identify the "parent company."
 - d. Name, title, address, and telephone number of the proposed representative to contact concerning the Proposal Submittal.
 - e. California Business Entity Number
 - f. DIR Number
 - g. Contractor's License Number
4. Staffing Resources: (limit: 1 page)
 - a. Firm Staffing and Key Personnel

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

- (i) Provide the number of staff to be assigned to perform the Services and the discipline/job title of each on: (1) a regular work week (Mon—Fri), (2) weekends, and (3) holidays, as well as your firm's capacity to provide additional personnel as needed.
 - (ii) Identify three (3) persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual. If the Proposer is chosen as a finalist, these principal individuals must attend the interview and in-person presentation.
 - (iii) Describe proposed team organization, including identification and responsibilities of key personnel. Please include one-page resumes.
 - b. Subcontractors/Subconsultants
 - (i) The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor / sub-consultant that is anticipated to perform each function, if known at this time.
- 5. Fiscal Stability: (limit: 1 page - not including supporting documentation)
 - a. The Proposer should provide evidence of corporate stability including:
 - (i) A current report from any commercial credit rating service such as Dunn and Bradstreet or Experian; or
 - (ii) A letter from a financial institution stating a current line of credit; and
- 6. Experience and Technical Competence: (limit: 5 pages)
 - a. Experience
 - (i) The Proposer shall provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.
 - (ii) Describe the past experience of the staff to be assigned to perform the Services in performing similar services.
 - (iii) The Proposer shall state the number of years the firm has conducted business. Proposer must have at least four (4) years' experience in providing the required scope of Services for public clients.
 - (iv) Provide three (3) references regarding the Proposer's experience and performance performing similar services. Include the following information: (1) organization name, contact name, phone number, e-mail address; and (2) project size and description of services.
 - (v) Describe the firm's local experience and knowledge of City's operations.
 - (vi) Describe your existing customer service program: (1) how you would monitor customer satisfaction; and (2) how will complaints be resolved. Describe your plan for quality control.
 - (vii) Describe your plan to ensure proper communication between your representative and the City's representative.

(viii) Describe in detail your Safety Program.

b. Project Specific Experience

(i) The Proposer shall provide a description of the three most relevant service contracts held by the firm within the last five years, one (1) page per project, to include:

- (a) Role of the firm
- (b) Dollar value of the services
- (c) Description of services
- (d) Staffing
- (e) Duration of providing services
- (f) Relationship to client
- (g) Contact name, position, entity name, telephone number, fax number and e-mail address for each project.

(ii) If any of the following has occurred, please describe in detail:

- (a) Failure to enter into a contract once selected or awarded the contract.
- (b) Withdrawal of a proposal as a result of an error.
- (c) Termination or failure to complete a contract prior to the expiration of the contract.
- (d) Debarment by any municipal, county, state, federal or local agency.
- (e) Involvement in litigation, arbitration, or mediation. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or performance of services. Knowing concealment of any deficiency in the performance of a prior contract.
- (f) Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
- (g) Willful disregard for applicable rules, laws, or regulations.

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

c. Technical Competence

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

7. Proposed Method to Accomplish the Work: (limit: 2 pages) Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, goals of the City, and general functions required. Include a draft schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described in **Attachment "A,"** the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

8. Fee Submittal: (must be submitted on the City's Fee Submittal forms/rate sheets included in **Attachment "B"**). Proposers must provide a total lump-sum, not-to-exceed fee proposal for the full scope of Services using the City's Fee Submittal Forms, including lump sum, not-to-exceed fee proposals by material type and service years. Proposers must also provide rates for Additional Work, on the applicable portion of the City's Fee Submittal form.
9. Proposer Acknowledgment Form: (must be submitted on the City's Proposer Acknowledgment Form included in **Attachment "B"**). Proposers must acknowledge that they have reviewed and agree to the City's form of Agreement, and have reviewed and can meet all insurance requirements and bonding requirements, without exception, using the City's Proposer's Acknowledgment Form.
10. Litigation: (limit: 1 page) Provide litigation history for any claims filed by your firm or against your firm related to the provision of any services in the last five (5) years.
11. Other Information: (limit: 1 page) This section shall contain all other pertinent information regarding the following:
 - a. Demonstration of record of staffing tasks efficiently and completing projects on time and within the allocated budget.
12. DIR Registration Form: (must be submitted on the City's DIR Registration form included in **Attachment "B"**). Proposers must sign and submit with their proposals the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein.
13. CARB – Fleet Certification: (must be submitted on the City's Fleet Certification form included in **Attachment "B"**.) Proposers must sign and submit with their proposals the Fleet Certification on the form provided, attesting to the facts contained therein.

C. Pre-Proposal Meeting

There is no pre-proposal meeting for this project. A mock job and specifications are available in **Attachment "C"**.

D. Selection Process

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

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

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

E. Protests

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

F. Proposal Schedule

The tentative schedule is as follows:

ACTION	DATE
Release of Request for Proposal	March 13, 2024
Last Day to Submit Questions for Clarification received by the City on or before 2:00 pm	March 27, 2024
Clarifications Issued by City on or before 2:00 pm	April 3, 2024
Deadline for Receipt of Proposals submitted on or before 2:00 pm	April 17, 2024
Notification of Finalist(s)	April 19, 2024
Notification of Intent to Award	May 3, 2024
Recommendation of Award to City Council	May 14, 2024

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

G. Submittal Requirements

1. General: It is strongly recommended that the Proposer submit proposals in the format identified in Section II.B to allow the City to fully evaluate and compare the proposals. All requirements and questions in the RFP should be addressed and all requested data should be supplied. The City reserves the right to request additional information which, in the City's opinion, is necessary to assure that the Proposer's competence, qualifications, number of qualified employees, business organization and financial resources are adequate to perform the Services according to the terms of the Agreement.
2. Preparation: Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform work of this type. Expensive bindings and promotional materials, etc., are not necessary or desired. However, technical literature that supports the approach to providing the Services and work plan should be forwarded as part of the proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of the proposal.
3. Site Examination: Proposers are encouraged to visit City and its physical facilities and determine the local conditions which may in any way affect the performance of the Services; familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the Services; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.
4. Number of Copies: One original, with ink signatures, and two copies of the response to this Request for Proposal (RFP) must be **sealed** and must clearly display the Proposer's business name, and Proposal No.

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

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

7. Delivery: The proposal must be received pursuant to the following instructions no later than 2:00 pm local time, on or before *April 17, 2024*.

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

Should a proposer find discrepancies in, or omissions from the specifications, or should proposer be in doubt as to their true meaning, proposer shall submit a formal request to the Public Works Department for an interpretation thereof prior to the Proposal opening to the attention of Bryan Pitts at bpitts@antiochca.gov. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposal documents, will be made only by an addendum published on the City's website and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations. **Technical questions or requests shall be submitted no later than March 27, 2024, and will be answered by April 3, 2024.**

Miscellaneous

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

10. Cancellation of RFP: City reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.
11. Price Validity: Prices provided by Proposers in response to this RFP are valid for 90 days from the proposal due date. The City intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until any negotiations are complete and the contract is awarded.
12. No Commitment to Award: Issuance of this RFP and receipt of proposals does not commit the City to award a contract. City expressly reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or any part of this RFP.
13. Requests for Clarification: All requests for information and/or clarification must be emailed to the Operations supervisor, Bryan Pitts, at bpitts@antiochca.gov no later than 4:00 p.m., March 27, 2024. Answers to all questions will be published to the City's website at www.antiochca.gov/rfps/ on April 3, 2024 by 4pm. Each Proposer is responsible for ensuring that it has received all addenda, clarifications, supplemental information, and responses to questions prior to submitting a proposal; these will be signed and included with the rest of the submission.
14. Right to Negotiate and/or Reject Proposals: City reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of City, such action shall serve its best interests and those of the tax-paying public. The Proposers are encouraged to submit their best prices in their proposals, and City intends to negotiate only with the Proposer(s) whose proposal most closely meets City's requirements at the lowest estimated cost. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets City's requirements.
15. Non-Discrimination: The City does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, or gender in consideration for an award of contract.
16. Prevailing Wage: Proposers shall take cognizance of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. The Proposer must agree to fully comply with and to require its subcontractors/subconsultants to fully comply with such Prevailing Wage Laws..
17. Fleet Compliance: The City is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Proposers must submit, with their proposals, valid Certificates of Reported Compliance ("CRC") for the Proposer's fleet and for the fleet(s) of its listed subcontractors (including any applicable leased equipment or vehicles). Proposers must additionally complete and submit the Fleet Compliance Certification, included in the Proposal Documents. Failure to provide a CRC for the Proposer, and for all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the proposal non-responsive.

Publication Date of RFP: *March 13, 2024*

Attachment “A”

III. SPECIFICATIONS

Hours Of Operation

The Contractor shall have a representative available to meet with City of Antioch personnel during the normal City working hours, which are 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays. Contractor may work on Saturdays with prior permission from City representative. Per Antioch Municipal Code, Section 5-17-05, construction noise is limited on weekdays, no construction noise prior to 7:00 am and after 6:00 pm, and further limited to 8:00 am and 5:00 pm if within 300 feet of occupied dwellings.

Payments & Invoicing

Invoices must list the City issued purchase order number and be itemized as per the bid submittal worksheet including the location line-item numbers. Any City approved changes must be listed on the invoice separately. All information is to be provided in email format and paper copy if directed so.

Bonds

The successful bidder shall be required to furnish a Performance Bond and a Payment Bond, both in the amount of one hundred percent (100%) of the Total Bid Price.

City To Provide

- Inspection (unless notified otherwise)
- General direction and specific instructions when needed
- Locations with maps of areas that need repair
- The City's Construction Details (CDs)
- Path Guard Posts/bollards

Scope Of Work

The City of Antioch is requesting bids for a (3) three-year contract with possible (2) two, (1) one-year extensions at the sole discretion of the City for fencing parts and installation/repairs of fencing including, but not limited to, chain-link, vinyl, steel guard rails, and path guard posts (bollards) on an as-needed basis. All work is to be done in a neat and orderly manner, in accordance with industry standards and/or required code. The Contractor will be required to follow all specifications set in the City's Construction Details (specifically L-01 and L-02). The Contractor must comply with all National, State and Local codes and pay all applicable cost, fees and permits. Upon completion of work Contractor shall clear the job site of all work debris. The Contractor must respond to the City of Antioch and any of its representatives within 24 hours of being notified of work to be done. The Contractor will then have 3 business days after they have responded to the City to provide a quote for the work being requested unless explicitly told otherwise. Once the City has approved the quote, Contractor must begin work within 5 business days of receiving approval. If the Contractor fails to meet any of the deadlines without prior written permission from the City stating otherwise, the City may choose to move on to the next lowest, responsible bidder. Although services under this contract shall normally be performed during normal working hours, Monday through Friday, 7:00 A.M. to 4:00 P.M., The Contractor may be required to work outside these hours, specifically in case of an emergency. Upon award, the Contractor shall provide the City Representative with the telephone number(s) of the person or persons to be called in case of an emergency

Contractor To Provide

A safe, motivated, and skilled crew capable of productively making the specified fencing repairs in a highly efficient and productive manner. Contractor shall also be responsible for completing all aspects of the job including but not limited to labor, materials, equipment, notification, traffic control, utility marking and any other incidentals required to complete the work safely and efficiently. The contractor will be required to replace or

redo any portion of the work that does not meet the approval of the City. The City of Antioch will be the sole judge of the quality of the work. All punch list work or redo's will be at the complete expense of the contractor. At least one crew member must be able to communicate with City staff in English both verbally and in writing. Contractor's crew members must act professionally and communicate with City customers in a polite and courteous way at all times. If quality or conduct does not meet our standards, the City will, at its own discretion, stop the job and move to the next responsible bidder. Safety Standards: Items furnished shall meet requirements of the Occupational Safety and Health Act (OSHA), Federal, State and local requirements, in addition to requirements of appropriate safety standard organizations. Contractor will be solely responsible for marking utilities (USA) when performing work that requires it and will be solely responsible for any damage that occurs to any underground utility as a consequence of work.

Other Information

- A.** Contractor will be compensated for time and material when rare and unusual working conditions are apparent. The City of Antioch will be the sole judge of what is "rare" and "unusual" working conditions.
- B.** The annual volume of work is scheduled to be up to **\$150,000**, however, this is not a guarantee of work or that all funds will be used.
- C.** Contractor will not leave any job incomplete over a 24-hour period without written permission from the City of Antioch.
- D.** The City of Antioch intends to retain a minimum of two contractors, one primary and one back-up, in case of emergencies.

ATTACHMENT B**PROPOSAL SUBMITTAL FORMS****PROPOSAL NO. 330-0417-24A FENCING PARTS & INSTALLATION**

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

DELIVER BID SUBMITTAL TO:

CITY OF ANTIOCH
BID NO. 330-0417-24A
200 H STREET
ANTIOCH, CA 94509

CITY OF ANTIOCH
FENCING PARTS & INSTALLATION
Bid No. 330-0417-24A

I. FEE SUBMITTAL

- A.) PLEASE REFERENCE ATTACHMENT “C” (THE CITY’S CONSTRUCTION DETAILS SECTION L-01 PAGES 1-4) WHEN QUOTING SECTION 1. PROVIDE A QUOTE FOR BOTH CHAIN- LINK AND VINYL FOR THE MOCK JOB SHOWN IN ATTACHMENT “C” PART I. FOR SECTION 2, PLEASE REFERENCE ATTACHMENT “C” PART II (THE CITY’S CONSTRUCTION DETAILS SECTION L-02). PRICES SHOULD REFLECT LABOR, MATERIALS, EQUIPMENT, NOTIFICATION, TRAFFIC CONTROL AND ANY OTHER INCIDENTALS REQUIRED TO OCMLETE THE WORK SAFELY AND EFFICIENTLY.

Section 1:

	FY 24/25	FY 25/26	FY 26/27	TOTAL
6’ Chain-Link Fence	\$	\$	\$	\$
3’ Vinyl Fence	\$	\$	\$	\$
3 YEAR TOTAL				\$

OPTIONAL:	FY 27/28	FY 28/29	TOTAL
6’ Chain-Link Fence	\$	\$	\$
3’ Vinyl Fence	\$	\$	\$
2 YEAR TOTAL			\$
SECTION 1: 5 YEAR TOTAL			\$

Section 2: (Quantity for bidding purposes only)

	Quantity	FY 24/25	FY 25/26	FY 26/27	3 YEAR TOTAL
Path Guard Posts (Bollards) Installation	5	\$	\$	\$	\$

OPTIONAL:	Quantity	FY 27/28	FY 28/29	2 YEAR TOTAL
Path Guard Posts (Bollards) Installation	5	\$	\$	\$
SECTION 2: 5 YEAR TOTAL				\$

SECTION 1 AND 2: FIVE (5) YEAR PROPOSAL GRAND TOTAL \$ _____

Written Five Year Proposal Grand Total Amount: _____

NON COLLUSION AFFIDAVIT

THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH
FENCING PARTS & INSTALLATION
Bid No. 330-0417-24A

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

III. PROPOSER ACKNOWLEDGMENT FORM**REQUEST FOR PROPOSALS NO. 988-0417-24
FOR FENCING PARTS & INSTALLATION (RFP)**

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

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

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

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

Failure to return this form may render the proposal nonresponsive.

Proposer Name: _____

Authorized Representative of Proposer:

Print Name: _____

Signature: _____

Date: _____

IV. FLEET COMPLIANCE CERTIFICATION

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

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

Name of Proposer: _____

Signature: _____

Name: _____

Title: _____

Date: _____

V. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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

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

Name of Proposer: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

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

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

Name of Proposer _____

Signature _____

Name and Title _____

Dated _____

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

ATTACHMENT "C"
I. MOCK JOB FOR BID PURPOSES ONLY

18TH ST

12' Double Gate

Total Fence Length: 460 LF

**Wilson
St**

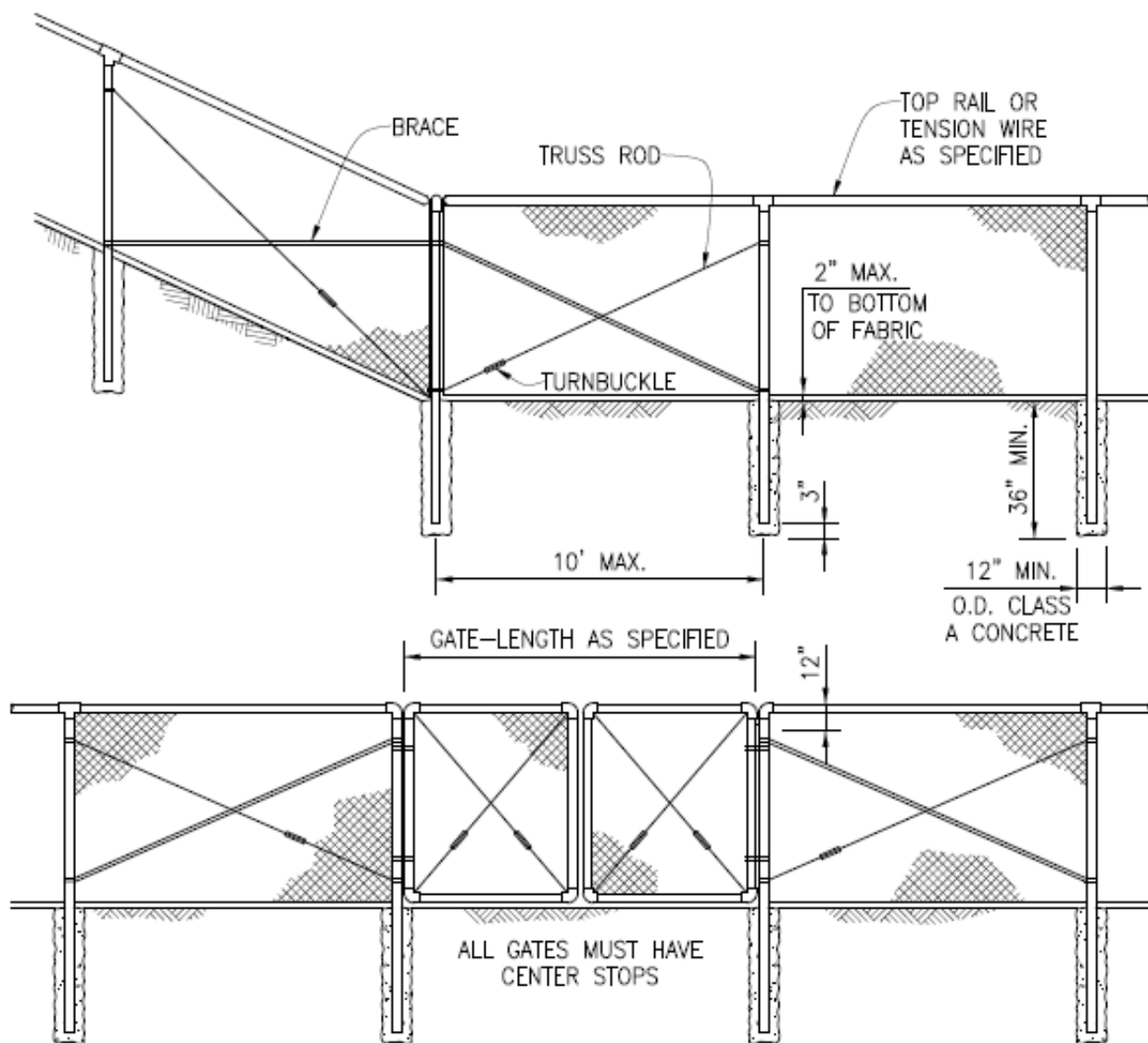
Request for Quote

Wilson Street Fence

- Fence
- 12' Double Gate
- Parcels

Total Fence Length: 460 LF

0 25 50 Feet



TYPICAL MEMBER DIMENSIONS

HEIGHT	LINE POSTS	TERMINAL POSTS	TOP RAIL & BRACES	GATE	POSTS
				GATE WIDTH	ROUND (NOM. ID)
LESS THAN 6'	1½" NOM. ID	2" NOM. ID	1½" NOM. ID	UP THRU 6'	2½"
	2.72 lbs./L.F.	3.65 lbs./L.F.	2.27 lbs./L.F.	7' THRU 13'	3½"
STANDARD C LINE POSTS	2.34 lbs./L.F.	OUTSIDE DIMENSIONS	1.875" x 1.625	14' THRU 18'	6"
				UP THRU 6'	3"
6' AND OVER	2" NOM. ID	2½" NOM. ID	1½" NOM. ID	7' THRU 13'	4"
	3.65 lbs./L.F.	5.79 lbs./L.F.	2.27 lbs./L.F.	14' THRU 18'	6"



CITY OF ANTIOCH DEPARTMENT OF PUBLIC WORKS – ENGINEERING SERVICES

DRAWN BY: S. Rodriguez

REVISIONS:

CHAIN LINK FENCE

L-01 (SHEET 1 of 4)

APPROVED BY:
Ron Bernal
RON BERNAL, P.E.
CITY ENGINEER

DATE: DEC 20, 2016

CHAIN LINK FENCE AND GATES

ALL MATERIALS SHALL CONFORM TO SECTION 80-3 OF THE STANDARD SPECIFICATIONS EXCEPT AS MODIFIED HEREIN BY THESE SPECIAL PROVISION.

HEIGHT: STANDARD FENCE HEIGHTS TO BE SIXTEEN FEET (16'), EIGHT FEET (8'), SIX FEET (6'), FOUR FEET (4'), AND THREE FEET (3'), ABOVE GRADE WHEN ERECTED AS SHOWN ON THE PLANS AND DETAILS.

GALVANIZED FABRIC: GALVANIZED CHAIN LINK WIRE, HEAVILY ZINC COATED BY HOT-DIP PROCESS AFTER WEAVING, 11 GA. UP TO 84", OVER 84" USE 9 GA., WOVEN IN 2" MESH. TOP AND BOTTOM SALVAGES TO HAVE KNUCKLED FINISH.

WIRE PICKETS, OF WHICH THIS FABRIC IS MADE, SHALL BE OF GOOD COMMERCIAL QUALITY STEEL AND SHALL STAND A TENSILE STRENGTH TEST OF 80,000 LBS. PER SQUARE INCH BASED ON THE CROSS-SECTIONAL AREA OF THE GALVANIZED WIRE.

CHAIN LINK FABRIC TO HAVE A MINIMUM COATING OF 2.0 OZ. OF ZINC PER SQ. FT. TEST FOR COATING TO BE MADE ON A SECTION OF WIRE PICKET 24 INCHES LONG PER ASTM-A90.

FABRIC WITH REDWOOD PICKETS: CLEAR HEART REDWOOD STANDARD GRADE A STAINED PICKETS $\frac{3}{8}$ " x $2\frac{1}{2}$ " INSERTED VERTICALLY IN EACH MESH OF THE CHAIN LINK FABRIC.

CHAIN LINK WIRE, CLASS III, 0.80 OZ. ZINC COATING PER ASTM A-116, #9 GAUGE WOVEN IN A $3\frac{1}{2}$ " x $5\frac{1}{2}$ " MESH. TOPO AND BOTTOM SALVAGE FURNISHED IN KNUCKLED FINISH.

VINYL-CLAD FABRIC: CHAIN LINK FENCE SHALL BE AS MANUFACTURED BY COLORGUARD CORPORATION, 1 JOHNSON DRIVE, RARITAN, NEW JERSEY 08869, UNDER TRADE NAME OF "COLORBOND", MADE IN U.S.A. IN ACCORDANCE WITH U.S. GOV'T. SPEC. RR-F-191 TYPE IV, OR APPROVED EQUAL. COLOR SHALL BE SHERWOOD GREEN-MUNSELL COLOR SYSTEM NO. 2-1/2G-2.3/3.5 OR APPROVED EQUAL. THE BIDDER SHALL SUBMIT SAMPLES OF THE FENCING TO BE USED, UPON REQUEST OF THE CITY ENGINEER.

FABRIC SHALL BE 2" COATED WOVEN WIRE MESH WITH KNUCKLED FINISH TOP AND BOTTOM. BASE METAL SHALL BE MEDIUM HIGH QUALITY CARBON STEEL WIRE, TENSILE STRENGTH, 100,000 PSI FOR 9 GA., HOT-DIP GALVANIZED TO AISI SPECIFICATIONS. TYPE 1 COATED WEIGHT FROM SLAB ZINC CONFORMING TO ASTM SPEC. B6. THE WIRE SHALL BE VINYL-CLAD BEFORE WEAVING BY THE THERMAL EXTRUSION PROCESS UNDER PRESSURES TO 5,000 PSI, TO INSURE A DENSE AND IMPERVIOUS COVERING FREE OF VOIDS, HAVING A SMOOTH LUSTROUS SURFACE.

RESIN COATING SHALL BE "BAKELITE" PLASTICIZED POLYVINYL CHLORIDE (PVC) WITH SUITABLE NON-MIGRATORY LOW TEMPERATURE PLASTICIZER, SHALL NOT SUPPORT FIRE COMBUSTION, AND INSULATED FOR 12,000 VOLTS, OR EQUAL. COLORS SHALL BE STABILIZED AND SHALL WITHSTAND A



CITY OF ANTIOCH DEPARTMENT OF PUBLIC WORKS – ENGINEERING SERVICES

DRAWN BY: S. Rodriguez

REVISIONS:

CHAIN LINK FENCE

L-01 (SHEET 2 of 4)

APPROVED BY:

RON BERNAL, P.E.
CITY ENGINEER

DATE: DEC 20, 2016

CHAIN LINK FENCE AND GATES (CON'T)

MINIMUM WEATHEROMETER EXPOSURE TEST OF 2,000 HOURS WITHOUT DETERIORATION. THE VINYL COVERED WIRE SHALL WITHSTAND AN ACCELERATED AGING TEST OF A MINIMUM OF 2,000 HOURS AT 145°F, WITHOUT ANY CRACKING OR PEELING AND SHALL EXHIBIT A MAXIMUM SHRINKAGE OF $\frac{1}{16}$ INCH PER 12 INCHES. THE VINYL-CLAD CHAIN LINK FABRIC SHALL WITHSTAND A MANDRAL BEND TEST (10 X O.D. ON WIRE AT MINUS 50°c) WITHOUT CRACKING.

LINE POSTS: HOT DIP GALVANIZED PIPE 2" NOMINAL DIAMETER, 3.65 LBS. PER LINEAL FOOT FOR FENCES 6 FEET HIGH OR OVER AND $1\frac{1}{2}$ " NOMINAL DIAMETER, 2.72 LBS. PER LINEAL FOOT FOR FENCES LESS THAN 6 FEET HIGH.

TERMINAL POSTS: END, CORNER, GATE, AND PULL POSTS HOT-DIPPED GALVANIZED PIPE $2\frac{1}{2}$ " NOMINAL DIAMETER, 5.79 LBS. PER LINEAL FOOT FOR FENCES 6 FEET HIGH AND OVER AND 2" NOMINAL DIAMETER, 3.65 LBS. PER LINEAL FOOT FOR FENCES LESS THAN 6 FEET HIGH.

POST SPACING: POSTS TO BE SPACED IN LINE OF FENCE NOT FARTHER APART THAN 10 FT. CENTERS AND SHALL BE SPACED AT EVEN INTERVALS EXCEPT THE POSTS FOR THE 16-FOOT CHAIN LINK FENCE SHALL HAVE 8 FT. CENTERS.

POST SETTING: ALL POSTS TO BE SET 36 INCHES IN CONCRETE FOOTINGS OF NOT LESS THAN 12 INCHES IN DIAMETER AND CROWNED AT THE TOP TO SHED WATER. THE EDGES OF CONCRETE FOOTINGS SHALL BE FLUSH TO THE EXISTING GROUND.

TOPS: ALL POSTS TO BE FITTED WITH HEAVY ORNAMENTAL TOPS APPROVED BY THE CITY ENGINEER. BASE OF TOP TO CARRY APRON AROUND OUTSIDE OF POST AND SHALL BE SECURELY FASTENED TO THE POSTS.

TOP RAIL: HOT-DIP GALVANIZED PIPE $1\frac{1}{2}$ " NOMINAL DIAMETER, WEIGHT 2.27 LBS. PER LINEAL FOOT; PROVIDE WITH COUPLINGS APPROXIMATELY EVERY 20 FEET. COUPLINGS TO BE OUTSIDE SLEEVE TYPE AND AT LEAST 7 INCHES LONG. TOP RAIL TO PASS THROUGH BASE OF LINE POST TOPS AND FORM A CONTINUOUS BRACE FROM END TO END OF EACH STRETCH OF FENCE. TOP RAIL TO BE SECURLY FASTENED TO TERMINAL POSTS BY PRESSED STEEL CONNECTIONS, APPROVED BY THE CITY ENGINEER.

TRUSS RODS: HOT-DIP GALVANIZED $\frac{3}{8}$ " STEEL RODS WITH GALVANIZED TURNBUCKLES.

TIE WIRES: TIE WIRES SHALL CONFORM TO SECTION XXX OF THE STANDARD SPECIFICATIONS.

BRACES: HOT-DIP GALVANIZED. BRACE MATERIAL SAME AS TOP RAIL, TO BE INSTALLED AS SHOWN ON THE CHAIN LINK FENCE DETAIL SHEET 1 OF 4. TURNBUCKLES ON TRUSS RODS SHALL BE TIED WITH TIE WIRES TO FENCE FABRIC TO PREVENT LOOSENING BY VANDALS.

TENSION WIRE: A NO. 7 GAUGE GALVANIZED COILED SPRING WIRE TO BE STRETCHED ALONG BOTTOM OF CHAIN LINK FABRIC APPROXIMATELY 6 INCHES ABOVE GRADE. THE CHAIN LINK FABRIC TO BE ATTACHED TO THIS WIRE WITH TIE WIRES SPACED 24 INCHES APART.



CITY OF ANTIOCH DEPARTMENT OF PUBLIC WORKS – ENGINEERING SERVICES

DRAWN BY: S. Rodriguez

REVISIONS:

CHAIN LINK FENCE

L-01 (SHEET 3 of 4)

APPROVED BY:

RON BERNAL, P.E.
CITY ENGINEER

DATE: DEC 20, 2016

CHAIN LINK FENCE AND GATES (CON'T)

FITTINGS: HOT-DIP GALVANIZED. ALL FITTINGS TO BE MALLEABLE, CAST IRON OR PRESSED STEEL.

FABRIC BRANDS: FABRIC TO BE FASTENED TO LINE POSTS WITH FABRIC BANDS SPACED APPROXIMATELY 14 INCHES APART, AND TO TOP RAIL WITH TIE WIRES SPACED APPROXIMATELY 24 INCHES APART.

GATES: GATE FRAMES TO BE MADE OF 1½" NOMINAL DIAMETER HOT-DIP GALVANIZED PIPE, WEIGHT 2.72 LBS. PER LINEAR FOOT. CORNER FITTINGS HEAVY PRESSED STEEL OR MALLEABLE CASTINGS. FABRIC SAME AS FENCE. GATES TO BE COMPLETE WITH MALLEABLE IRON BALL AND SOCKET HINGES, CATCH, STOP, AND CENTER REST. HINGES TO PERMIT GATE TO SWING BACK AGAINST FENCE (180°). GATE SIZES GIVEN ARE FROM GATE POST TO GATE POST. ALL GATES SHALL INCLUDE LOCKS. ALL LOCKS SHALL BE AS APPROVED BY THE CITY ENGINEER.

FRAMEWORK MATERIAL: ALL POSTS, RAILS AND BRACES HEAVILY HOT-DIPPED GALVANIZED.

GALVANIZING: ALL GALVANIZING SHALL BE A MINIMUM OF 2.0 OZ. PER SQ. FT. IMPERFECTLY GALVANIZED MATERIALS OR MATERIALS UPON WHICH ABRASION OF THE GALVANIZING HAVE OCCURRED SHALL BE REJECTED BY THE ENGINEER. ALL REJECTED MATERIAL MUST BE REMOVED FROM THE JOB SITE WITHIN 24 HOURS AFTER NOTICE OF SUCH REJECTION TO THE CONTRACTOR.

CERTIFICATES OF COMPLIANCE: SUPPLIERS OF ANY OR ALL MATERIALS SHALL FURNISH A CERTIFICATE STATING THE REQUIRED SPECIFICATION AND THE COMPLIANCE OF MATERIALS TO SPECIFICATIONS.

T:\PW STANDARD DRAWINGS\CURRENT CITYS ANTIOCH\L-01 - CHAIN LINK FENCE.DWG



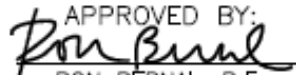
**CITY OF ANTIOCH
DEPARTMENT OF PUBLIC WORKS – ENGINEERING SERVICES**

DRAWN BY: S. Rodriguez

REVISIONS:

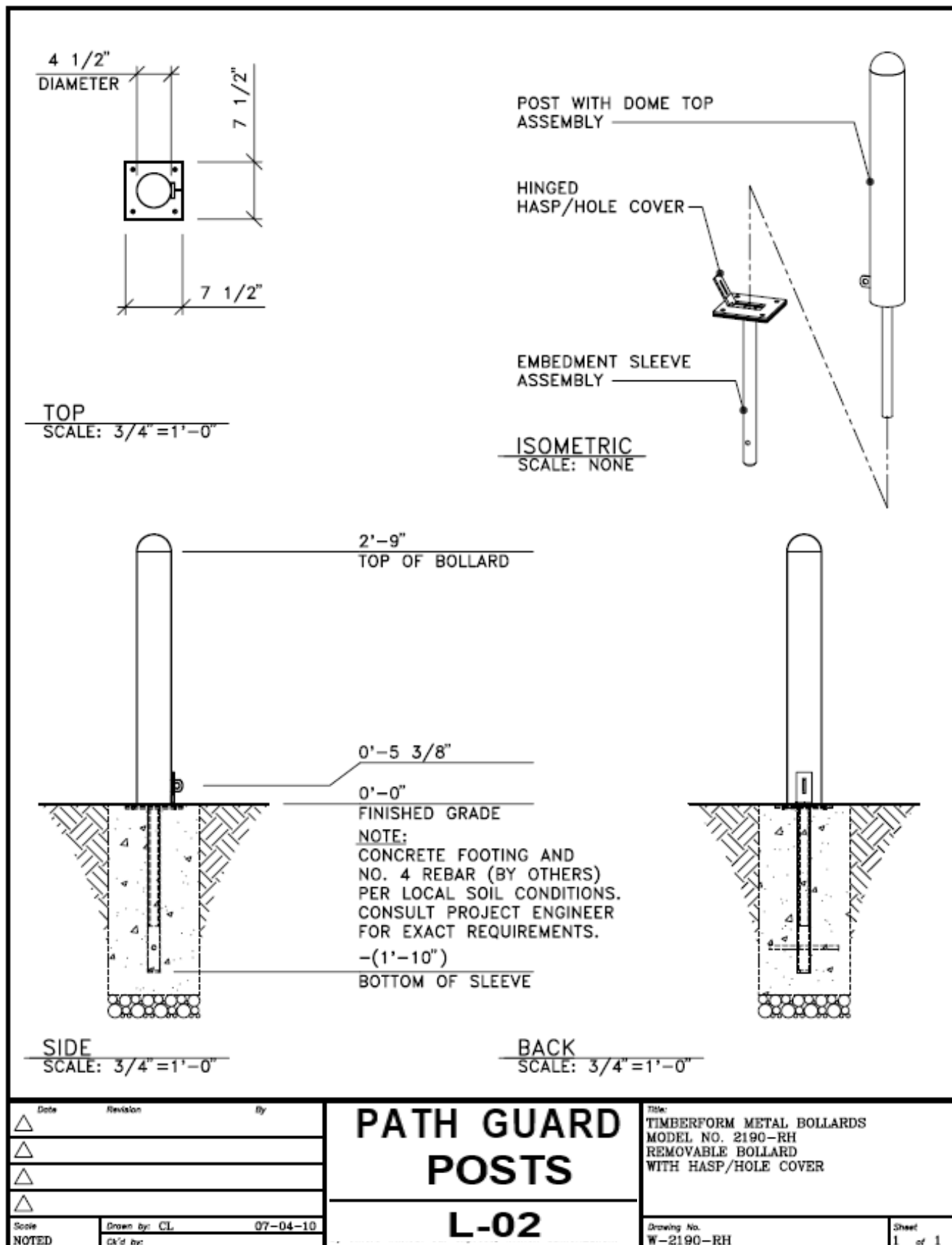
**CHAIN LINK
FENCE**

L-01 (SHEET 4 of 4)

APPROVED BY:

RON BERNAL, P.E.
CITY ENGINEER

DATE: DEC 20, 2016

II. BOLLARD SPECS



Attachment "D"

CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

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

2. RECITALS.

2.1 Contractor.

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

2.2 Project.

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

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Insert Term or Time of Performance.

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

3.2 Responsibilities of Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2.10.7 Water Quality.

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

surface water in the state.

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

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

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

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

3.2.13 Bonds.

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

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by

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

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

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

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

3.3 Fees and Payments.

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

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided

since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

3.3.5 California Labor Code Requirements

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

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

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

indemnify, and hold the City, its officials, officers, employees, and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

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

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

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

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

3.5 General Provisions.

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

Contractor:

*****INSERT NAME, ADDRESS & CONTACT PERSON*****

City:

*****INSERT DEPARTMENT NAME / CONTACT PERSON*****

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

City:

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

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

3.5.2 Indemnification.

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

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

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

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

Agreement.

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

shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

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

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

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

3.5.19 Wage Theft Prevention.

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

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

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

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

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

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

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

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

CITY OF ANTIOCH

Approved By:

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

Kwame P. Reed
Acting City Manager

Signature

Name

ATTEST:

Title

Elizabeth Householder
City Clerk

Approved As To Form:

Thomas Lloyd Smith
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

[INSERT SCOPE**]**

EXHIBIT "B"
SCHEDULE OF SERVICES

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

EXHIBIT "C"
COMPENSATION

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

ATTACHMENT "E"

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

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

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

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

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

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

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

Workers' Compensation Insurance:

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

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

Builder's Risk (Course of Construction):

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

Contractor's Pollution Legal Liability:

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

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

Cyber Liability Insurance

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

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

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

Surety Bonds:

Contractor shall provide the following Surety Bonds:

☐ Bid Bond
☒ Performance Bond
☒ Payment Bond

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

Other Insurance Provisions:

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

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

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

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

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

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

☐ Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

☐ Waiver of Subrogation:

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

☐ Completed Operations

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

by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

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

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

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

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

Acceptability of Insurers:

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

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

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

Subcontractors:

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

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

Verification of Coverage:

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

Special Risks or Circumstances

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

Failure to Comply:

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

Applicability of Coverage:

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

ATTACHMENT "F"

SAMPLE

PAYMENT BOND

THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH

**Fencing Parts & Installation
RFP No. 330-0417-24A**

KNOW ALL PERSONS BY THESE PRESENTS, that

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

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

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

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

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

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

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

Signatures on next page

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

(Principal)

By _____
Signature

Print Name

Title

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

(Surety)

(Address)

By _____
Signature

Print Name

Title

PERFORMANCE BOND

SAMPLE

THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH

**Fencing Parts & Installation
RFP No. 330-0417-24A**

KNOW ALL PERSONS BY THESE PRESENTS, that

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

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

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

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

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

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

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

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

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

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

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

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

(Principal)

By _____
Signature

Print Name

Title

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

(Surety)

(Address)

By _____
Signature

Print Name

Title