



REQUEST FOR PROPOSAL

BID NO. 770-0606-18A

CITY HALL ROOF REPLACEMENT

BID DUE DATE: JUNE 6, 2018 @ 2:00 PM

I. GENERAL CONDITIONS

1. **General Information** - The Public Works Department of the City of Antioch, California, will receive bid responses at its office located at [1201 W. 4th Street, Antioch, CA 94509](#) on June 6, 2018 at 2 PM.

Questions relating to specifications or technical questions must be submitted via email to aroberts@ci.antioch.ca.us. Bidders are **NOT** to pursue City staff by telephone or in person.

2. **Form of Bid** - The bid shall be made on the attached bidder's '*Bid Submittal Schedule*'. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted. Bids shall be made only on the designated bid form, properly executed, and enclosed in a sealed envelope bearing the name of the bidder, the bid number, bid due date, and bid title. Forms are available and may be secured by prospective bidders at the Department of Public Works at **1201 W 4th Street, Antioch, CA 94531**. Bids shall be written in ink, computer generated, or by typewriter. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the bid. Bids are to be verified before submission as they cannot be corrected or altered or signed after bids are opened.
3. **Interpretation of Bids** - Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder shall submit a formal request to the Public Works Department for an interpretation thereof **prior** to the bid opening to the attention of Arlene Roberts at aroberts@ci.antioch.ca.us. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum published on the City's website, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.
4. **Addenda** - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract. It is the bidder responsibility to check the City of Antioch website, for any addenda that may have been issued prior to the bid/proposal due date. www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm,
5. **Before Bid Opening (DUE)** - Each of the following **Fillable Bid Forms** must be completed as part of each Bidder's Bid and shall be submitted before the specified time and date of the Bid Opening as identified in the Notice of Inviting Bids (**Fillable Forms Section**):
 - a. Bid Submittal Schedule
 - b. Bid Declaration
 - c. Non-Collusion Certification
 - d. List of Subcontractors
 - e. Acknowledgement of Insurance Requirements
 - f. Bidder's Guaranty: Bidder's Bond or,
 - a. Irrevocable Standby Letter of Credit
 - g. Bidder's Statement of Qualifications and Business References
 - h. ANTIOCH CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING ORDINANCE
 - i. WASTE MANAGEMENT PLAN (WMP)
 - j. Payment Bond (*if selected*)

k. Performance Bond *(if selected)*

6. **Bid Opening** - Bids shall be delivered to the Public Works Department of the City of Antioch located at [1201 W. 4th St. Antioch, 94509](#) on or before the day and hour set for the opening of bids. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.
7. **Late Bids** - Any bids received after the scheduled time of opening will be clocked in, but will not be opened or considered.
8. **No Bid** - If a bid is not made, the bid form must be returned and the reason for not bidding stated; otherwise the vendor's name will be removed from the bidders list. If a bid is submitted without an amount, it will not be considered.
9. **Award or Rejection** - The bid will be awarded to the lowest responsive and responsible bidder offering the best value to the City and will be announced by way of publishing to the City's website ([Bid Documents](#)). Best value is based on all factors, including: cost (unit prices and total prices); contractor's ability, capacity and skill; ability to perform within the time required; character, integrity, reputation, judgment, experience and efficiency of contractor; quality of contractor's performance on previous purchases or contracts, if applicable; and the ability of the contractor to provide future maintenance, repair, parts and services, if applicable. If within the past two years, a contractor has had a contract terminated early by the City of Antioch, other municipality or Agency, then contractor is disqualified from bidding on any future projects for a two year period from the date of termination.

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

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

10. **Terms and Conditions** - The bidder shall not change the wording on the specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be considered. Conditional bids cannot be accepted.
11. **Brand Names**- The make or brand and grade of the article on which the bid is submitted should be stated on the bid form.
12. **Payment Terms** - Must be indicated by filling in the proper blanks on the bid form. Cash discounts of less than 20 days will be considered net. The standard terms at the City of Antioch are Net 30 days.

- 13. FOB Point** - It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.
- 14. Approved Equal – Brand names and numbers, when used, are for reference to indicate the character or quality desired.** The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration if literature is submitted with the bid showing that the product is of equal or better quality and utility to that specified by the City. Determination of acceptability of any product shall be solely at the City's discretion.
- 15. Tax** - No bid shall include federal excise tax, inasmuch as the City is exempt per published IRS regulations concerning state/local governments. The City is obligated to pay applicable state sales or use taxes.
- 16. Samples** - When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request be returned at bidder's expense unless retained by City for future comparison.
- 17. Inspection** - All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.
- 18. Assignment** - No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.
- 19. Warranty** - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid. Contractor warrants all work done and goods provided under this Agreement shall at the minimum: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within said 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.
- 20. Timely Delivery** – If indicated in the bid form, bidder shall indicate time of delivery as the number of calendar days following receipt of the order by the contractor to receipt of the goods or services by the City. Time of delivery may be a consideration in the award.

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

21. Liquidated Damages - If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the contractor shall pay to the City the sum of one hundred (\$500.00) dollars per day for each and every calendar days delay in finishing the contract.

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

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

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

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

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

26. Contractor Business License - City Ordinance § 3-1.214, **Contractors**, states:

- A. Every person engaged as a contractor in any business activity which requires a permit under Title 8 of this Code shall pay a business license tax when each building permit is issued at the rate of \$0.75 for each \$1,000 or fraction thereof of the value used to determine the charge for the building permit.
- B. No contractor shall pay more than \$2,400 under this section in any 12 month period from when the building permit is issued. It shall be the responsibility of a contractor who has paid the maximum tax to establish when a building permit is issued that he, she or it has paid the maximum and that no additional tax is due.
- C. Subcontractors on a job for which the subcontractor has provided written evidence acceptable to the Tax Administrator that the general contractor has paid the business license tax for the full job value pursuant to division (A) above shall only be required to obtain a business license certificate and pay such application fee, but not be required to pay the business license tax.

27. Governing Law, Licensing and DIR Requirements - Compliance with laws, licensing and DIR requirements - In connection with the performance of this Contract, full compliance with all applicable safety and health standards and with all applicable laws and regulations concerning Equal Employment Opportunity and Disadvantaged Business Enterprises will be required.

Bidders and their proposed subcontractors shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents. Bidders bidding as the prime Contractor shall possess, **a valid California Contractor's General Engineering License "A"** at the time of contract award and throughout the contract term. The Contractor will also be required to ensure that all subcontractors working on this project are holding valid licenses, permits, etc. suitable for their trade.

Work performed under this contractor is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All Contractors and Subcontractors listed on the bid proposal must be registered with the Department of Industrial Relations. No contract will be awarded to a Contractor or Subcontractor unless they are registered with Department of Industrial Relations.

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

29. Right to Audit -- The City of Antioch reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

30. Assignment -- In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions

Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

- 31. Surety Bonds** – The Bidder is required to submit a bidder’s bond if included on the Bid Form. Unless stated to the contrary in the Detailed Specifications, Contractor is required to provide the following surety bonds from an admitted and authorized surety in California in the full amount of the work to be performed:

A Performance Bond and a Payment Bond.

- 32. Prevailing Wage** - Where labor is required for public work as part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractors shall pay no less than the minimum wages established by the Director of the Department of Industrial Relations of the State of California.

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

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

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

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

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

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

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

All certificates and endorsements must be emailed to aroberts@ci.antioch.ca.us, with the name of the contract clearly identified on the certificates and endorsements AND annual renewals automatically be generated and emailed as instructed.

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

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01), Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.
5. See pages 5 & 6 in "Fillable Forms Section" for Acknowledgement of Insurance Requirements.

II SPECIFICATIONS

Customer Service & Quality Assurance

Any work or assigned duties that are not performed to our standards and/or contractual agreement may result in delay, reduction or discount at the contractors expense. The judgment for reduced payment or discount shall be at the City's sole discretion. In addition, the City may move to the next lowest responsible bidder if the City is not happy with the services or communication supplied by the contractor. All complaints about services rendered will be processed by the Deputy Public Works Director or designee/s.

Contractor Will Provide

- A safe and motivated crew capable of performing all work per specifications, with appropriate supervision.
- A plan to ensure the right equipment, material and appropriately trained workers are available. The contractor's equipment is to be of top quality and in good working order at all times.
- All labor, equipment, materials and PPEs that are required to perform the work as specified in a safe and productive manner; must train workers to use equipment safely.
- Fall protection training.
- Frequent and regular inspections of job sites, materials and equipment. Contractor agrees to provide and maintain all equipment required to perform the above services.
- Onsite safety, traffic control and quality control. Contractor must abide by all CalTrans specified traffic control standards.
- Dust Control: provide suitable means for dust control by applying either water or dust palliative for his operations within the limits of the work. In lieu of conflicting provisions of the Standard Specifications, full compensation for providing dust control shall be considered included in the prices paid for the various contract items of work, and no additional compensation shall be allowed therefore.
- Construction and Debris Recycling: On April 13, 2004 the Antioch City Council passed and adopted Ordinance No. 1018-C-S dealing with construction and demolition debris recycling. This ordinance requires a minimum 50% diversion of job site materials from the landfill and requires all contractors to submit a completed Waste Management Plan (WMP). Submission of the required WMP shall be done on a monthly basis as a condition of the progress payment for the contract.

WASTE MANAGEMENT PLAN *(Page 17 of 18, Fillable Forms Section)*

This project is covered under our new Construction & Demolition Recycling Ordinance. This ordinance requires that at least 50% of the construction and demolition (C&D) debris generated from the job-site be salvaged and/or recycled. Below are the general guidelines for the WMP process:

TO RECEIVE YOUR BUILDING PERMIT:

- Complete Page 1 and Section I of the WMP
- Contract and Property Owner's signatures are required
- Submit the WMP to the permit desk or directly to the WMP Compliance Official
- Once the submitted WMP is approved, your permit will be issued
- A copy of your approved WMP will be returned to you with your building permit

WHILE ON THE JOB:

- Keep records of all material reused, recycled or land filled from the site
- Official weight tags will need to be submitted with the final WMP prior to a final inspection
- Official weight tags must contain the 1) Job site address, 2) Weight of load, 3) Material types and 4) If the materials were recycled, salvaged or disposed
- Contact Julie Haas-Wajdowicz, at 925-779-7097 if you need any assistance or have questions

PRIOR TO RECEIVING YOUR FINAL INSPECTION:

- Complete Section II of the WMP

- Submit the final WMP and all applicable documentation to the Building Dept 3 days before you want your final inspection for approval.
 - Once your final WMP is approved, a final inspection can occur.
- Works Schedule: After approval to start work the contractor is to supply the City representative with a work schedule that must include starting times, dates and locations. Contractor is to keep the City informed of working locations so that the City representative can inspect the work throughout the process. At least one crew member must speak English. All work must be in accordance with all state and local laws, codes and specifications.

Materials

All materials which the City Representative has determined do not conform to the requirements of the plans and specifications will be rejected, whether in place or not. They shall be removed immediately from the site of the work, unless otherwise permitted by the City Representative. No rejected material, the defects of which have been subsequently corrected, shall be used in the work, unless approval in writing has been given by the City Representative. Upon failure of the Contractor to comply promptly with any order of the City Representative made under the provisions in this section, the City Representative shall have authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the Contractor.

Substitution of Equals

Whenever in the plans or specifications, any material, equipment or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, and the Contractor desires to offer a substitute material, equipment or process as the case may be, on the basis that the substitute is the equal in every respect to that so indicated or specified, then the Contractor shall first submit to the City Representative for his approval, such detailed plans and specifications and other data as the City Representative may deem necessary to enable him/her to determine if the substitute is the equal of that specified.

The City Representative shall in all cases be the judge as to whether the substitute offered is the equal in all respects of the material, equipment or process specified.

If the material, equipment or process offered by the Contractor is not, in the opinion of the Engineer, equal in every respect to that specified, then the Contractor must furnish the material, equipment or process specified, or one that in the opinion of the City Representative is the equal thereof in every respect.

If the material, equipment or process offered by the Contractor is, in the opinion of the Engineer, equal in every respect to that specified, and is approved for substitution, then the City shall receive the full benefit of any saving in cost to the Contractor, which might result in such substitution.

In the event that a material, equipment, or process is substituted in place of that specified, in accordance with the above, and such substitution, in the opinion of the Engineer, makes it necessary to change, alter, modify or redesign any unit or part of the plant or project, of which the substitution is a part, then the Contractor shall pay all costs, including engineering costs, occasioned by such change, alteration, modification or re-design.

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 Fridays or 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 work order number of the corresponding job. All information is to be provided in email format and hard copy if directed so.

Contractor will be paid upon completion of work ONLY.

Timeframe

This project is to be completed in its entirety by September 30, 2018. A 30 day window of time shall be the maximum allowed between the start of work to its completion. Specific dates will be determined between the winning bidder and City staff.

Scope Of Work

The price quoted shall include compliance with all specifications listed above, and meet the following guidelines:

Setup

- Obtain all licenses and permits required by state and local agencies to complete the project.
- Attend pre job meeting to designate staging area, parking, crane usage and any other logistical issues that may arise.
- Erect and maintain all equipment to complete the task. This must also include protective devices to prevent workers or debris from falling over the side. Ensure all OSHA requirements and guidelines are adhered to at all times.

Removal

- Remove all (approx. 44) existing sleepers and racking material attached.
- Tear off existing roof material and clean surface thoroughly once all is removed.
- Remove all existing metal framing and counter flashing.
- Dispose of all materials following state and local regulations regarding hazardous materials handling.
- All materials removed become the property of and is the sole responsibility of the contractor.

Installation

- Install 2.5" Polyisocyanurate insulation over roof substrate.
- Place .25" Densdeck coverboard over roof substrate. Mechanically attach utilizing 4" screws and insulation plates.
- Install a 2" Polyiso fill cricket around HVAC components to create a 1/16"/Ft. slope away from unit. Termination bar to be placed at edge of the membrane and Waterstop mastic to seal all surfaces. Counterflashing installed wherever the termination bar is exposed.
- Install .25" Densdeck to Parapet walls.
- Install new Carlisle Syntec 60-mil SureWeld TPO single ply roof membrane over the field of roof and up the Parapet walls. Adhere membrane to walls using CAV-GRIP adhesive. Material will need to cover penthouse wall 12" from roof level and counter-flashing installed. It is to have no more that 12" to center spacing and 6" or 9" where needed. Seams are to be heat welded.
- Remove and place new drains with covers at appropriate height to ensure proper drainage at new roof height. Drain birdcage to be metal and have a 3" flange around the base. Place Waterstop mastic around drains to ensure proper seal.
- Place flashing around all electrical, plumbing, gas and any other roof penetrations with prefabricated pipe boots.
- Top of wall along perimeter to be cover with a brick colored matched 24 gauge coping cap. Install a wood nailer on top of the parapet walls under the coping cap. Any area not covered by the coping cap is to be covered by 24 gauge counter-flashing.
- Approximately 50 linear feet of walk pad to be installed from access door to HVAC unit.

Final Details

- Remove all debris and leftover material from property.
- Schedule with City staff a final inspection of work completed.
- Obtain a final signoff on the building permit.
- Provide detail documentation of work completed and warranty information. Warranty must be for a minimum of 20 years. All documents required to be filled out by product manufacturer are the responsibility of the contractor.

Mandatory Pre Bid Meeting

A meeting will be held on site at City Hall, 200 H Street on May 23, 2018 at 9am. During this time a City representative will be on site to provide further clarification of the scope of work. Detailed warranty information is to be submitted with the bid.

Pre Job Meeting

The winning bidder will be required to setup a meeting prior to any work being done or any equipment being placed on site. During this meeting the bidder will work with the City to setup staging areas, work hours, daily access, etc. At this time the winning bidder will be expected to provide a complete schedule to complete all necessary work.

Post Job Meeting

Once the bidder has finished the scope of work a meeting will be set for the bidder and the City to review all aspects of the job to ensure all requirements have been fulfilled.

Fillable Forms **Section**

BID SUBMITTAL SCHEDULE

CITY OF ANTIOCH
CITY HALL ROOF REPLACEMENT
Bid No. 770-0606-18A

III. BID SUBMITTAL SCHEDULE - BID NO. 770-0606-18A

Your Company Name: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

| COST COMPONENTS | Price | COST DETAILS/EXCEPTIONS |
|-------------------------|-----------------|-------------------------|
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |
| TOTAL BID PRICE: | \$ _____ | |

TOTAL BID PRICE: _____
(Written in Words)

All costs associated with the work required in the Plans and Specifications must be included in the bid items. This certifies that the prices in the proposal include all work as shown in the Plans and Specifications necessary to complete the work, in place and in full working order.

Signature of Bidder

Company Name Printed

**END OF BID SUBMISSION SCHEDULE
BID DECLARATION**

CITY OF ANTIOCH
CITY HALL ROOF REPLACEMENT
Bid No. 770-0606-18A

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 preformed. 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 _____ Sole Owner Partnership Corporation _____

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, and time on the outside envelope.

DELIVER BID SUBMITTAL TO:

CITY OF ANTIOCH
PUBLIC WORKS
BID NO. 770-0606-18A
1201 W 4TH STREET
ANTIOCH, CA 94509

END OF BID DECLARATION SECTION

NON-COLLUSION CERTIFICATION

THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH
CITY HALL ROOF REPLACEMENT
Bid No. 770-0606-18A

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(In accordance with California Public Contract Code Section 7106 and Title 23 United States Code Section 112)

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid. The above Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

By _____

Subscribed and sworn to before me,
a Notary Public in and for the
State of California, County of

_____, this _____ day of _____, 20_____.

(Seal)

Signature of Notary Public

My commission expires _____, 20_____

END OF NON-COLLUSION AFFIDAVIT SECTION

LIST OF SUBCONTRACTORS

**CITY OF ANTIOCH
CITY HALL ROOF REPLACEMENT
Bid No. 770-0606-18A**

The Bidder is required to furnish the following information in accordance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all subcontractors that will perform work, provide labor or render services to the Bidder in connection with the project in an amount in excess of one-half of one percent of the total amount of Bidder's Total Bid Price. Do not list alternative subcontractors for the same work. Use additional sheets if necessary.

| NAME OF SUBCONTRACTOR | LICENSE NUMBER | LOCATION OF/ PLACE OF BUSINESS | TYPE & PERCENTAGE OF WORK |
|------------------------------|-----------------------|---------------------------------------|--------------------------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
| 11. | | | |
| 12. | | | |
| 13. | | | |
| 14. | | | |
| 15. | | | |

END LIST OF SUBCONTRACTORS SECTION

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**CITY OF ANTIOCH
CITY HALL ROOF REPLACEMENT
Bid No. 770-0606-18A**

INCLUDED IN THE BID PRICE IS FULL COMPENSATION
FOR PROCURING THE FOLLOWING REQUIRED INSURANCE
SUBJECT TO THE CONDITIONS AND ENDORSEMENTS
SET FORTH IN THE SPECIFICATIONS

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

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

Additional requirements if applicable:

6. Builder's Risk: Completed value of the project with no coinsurance penalty provisions for construction project.
7. Professional Liability: \$1,000,000 as needed for design/build and other professional services.
8. Contractor's Pollution Legal Liability / Asbestos Legal Liability Insurance: of not less than the limits of (if Required – Typical for environmentally hazardous conditions or work): \$1,000,000 per occurrence, and \$2,000,000 policy aggregate, if hazardous materials are involved.

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

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

1. Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10

11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

- 2. *Primary Coverage.* For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
- 3. *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- 4. *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 5. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

Signature of Bidder/Title

Date

END OF ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS SECTION

BIDDER'S GUARANTY (BOND)

THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH
CITY HALL ROOF REPLACEMENT
Bid No. 770-0606-18A

KNOW ALL PERSONS BY THESE PRESENTS:

That _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Antioch, hereinafter called CITY, in the sum of \$_____, being at least ten percent (10%) of the total amount of the bid, for the payment of which sum in lawful money of the United States of America to CITY we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has submitted said bid to CITY; NOW, THEREFORE, if the principal is awarded a Contract by CITY and, within the time and in the manner required by the Specifications, enters into a written Contract with CITY and furnishes the requisite bond or bonds and insurance certificates, then this obligation shall become null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by CITY and judgment is recovered, the Surety shall pay all costs incurred by CITY in such suit, including a reasonable attorney's fee to be fixed by the Court.

Dated _____, 20_____.

TO BE CONSIDERED COMPLETE, BOTH THE PRINCIPAL AND SURETY MUST SIGN THIS BIDDER'S BOND. IN ADDITION, THE SURETY'S SIGNATURE MUST BE NOTARIZED AND A COPY OF THE SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

Principal

By:_____

Surety

By:_____

Address of Surety

END OF BIDDER'S GUARANTY (BOND) SECTION

IRREVOCABLE STANDBY LETTER OF CREDIT

CITY OF ANTIOCH
CITY HALL ROOF REPLACEMENT
Bid No. 770-0606-18A

Date: _____

City of Antioch
200 "H" Street
Antioch, California 94531-5007

Re: Irrevocable Standby Letter of Credit No. _____

Director, Contracts & Procurement:

We hereby issue in your favor of the City of Antioch this Irrevocable Standby Letter of Credit for the account of _____, a (insert nature of organization, whether sole proprietorship, partnership, corporation), in the amount of _____, (\$_____), which is available upon your demand when accompanied by a signed statement from an officer of the City of Antioch, stating that:

The amount drafted is due to the City of Antioch because of the failure of _____ to enter into a written Contract awarded to it by City of Antioch, or to furnish the requisite bond(s) and insurance certificates within the time and in the manner required by the Contract Documents and Specifications.

We hereby agree with the drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this Letter of Credit will be duly honored upon presentation when presented on or before _____. Partial drawings are permitted.

Except so far as otherwise expressly stated, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) of the International Chamber of Commerce Publication No. 500.

Sincerely,

(Name of financial institution)

By _____
(Signature)

Title: _____

END OF IRREVOCABLE STANDBY LETTER OF CREDIT

BIDDER'S STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES

**CITY OF ANTIOCH
CITY HALL ROOF REPLACEMENT
Bid No. 770-0606-18A**

Name Bidder _____

Address of Principal Office _____

Are you an individual _____, a partnership _____, or a corporation _____ ? Other: _____

(Check as applicable)

If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of incorporation.

2. Are you licensed as a Contractor to do business in California? _____

License No. _____ Classification _____

For the following questions, if a joint venture, give information for each of the venturers, by name. Attach additional sheets if necessary.

3. How many years has your organization been in business as a Contractor under your present business name: _____

4. How many years of experience has your organization had in construction work similar to the work you are interested in bidding?

(a) As a general contractor? _____

(b) As a subcontractor? _____

5. Show all the projects your organization has completed during at least the last five years in the following tabulation: If your organization has been in existence for less than five years, show all the projects your key personnel have completed during the last five years in the following tabulation. (For joint venture work show the sponsoring individual or company). Attach additional sheets if necessary.

| Year | Type of Work | Value of Work | Location | For Whom |
|------|--------------|---------------|----------|----------|
|------|--------------|---------------|----------|----------|

6. Have you or your organization, or any officer or partner thereof, failed to complete a contract? _____
If so, give details. Attach additional sheets if necessary.

7. In what other lines of business are you financially interested? Attach additional sheets if necessary.

8. Name the persons with whom you have been associated in business as partners or business associates in each of the last five years. Attach additional sheets if necessary.

9. Give information below about the relevant experience of the principal individuals of your present organization including those individuals to be in responsible charge of this project. Attach additional sheets if necessary.

| Individual's Name | Present Position of Office | Years of Construction Experience | Magnitude and Type of Work | In What Capacity |
|-------------------|----------------------------|----------------------------------|----------------------------|------------------|
| | | | | |
| | | | | |
| | | | | |

10. Give information below about all your contract work underway, or for which you are committed. Attach additional sheets if necessary.

| Type of Work | Location | Value | Percent Complete | Scheduled Completion Date | For Whom Performed |
|--------------|----------|-------|------------------|---------------------------|--------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

11. References: Give only engineers, architects, or owners, including public bodies, for whom you have done work: Attach additional sheets if necessary.

| Name | Address | Business |
|-------|---------|----------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

12. References: The following bank or banks can provide references as to the financial responsibility of the Bidder: Attach additional sheets if necessary.

- (a) Name of Bank: _____
 Address: _____
 City and State _____ Telephone _____
 Officer Familiar with Bidder's Account: _____
- (b) Name of Bank: _____
 Address: _____
 City and State _____ Telephone _____
 Officer Familiar with Bidder's Account: _____
- (c) Name of Bank: _____
 Address: _____
 City and State _____ Telephone _____
 Officer Familiar with Bidder's Account: _____

13. References: The following surety company or companies can provide references as to the financial responsibility and general reliability of the Bidder: Attach additional sheets if necessary.

- (a) Name of Surety Company: _____
 Name of Local Agent (if different) _____
 Local Address: Street _____
 City and State _____ Telephone _____
 Person Familiar with Bidder's Account: _____
- (b) Name of Surety Company: _____
 Name of Local Agent (if different) _____
 Local Address: Street _____
 City and State _____ Telephone _____
 Person Familiar with Bidder's Account: _____

14. Is any litigation pending against your organization? _____

If so, give details. Attach additional sheets if necessary.

15. Is any disciplinary action from a licensing board pending against your organization? _____

If so, give details. Attach additional sheets if necessary.

The undersigned bidder represents and warrants that the foregoing information is true and accurate to the best of its knowledge and the undersigned intends that the City rely thereof in awarding the attached contract.

Signature of Bidder

Title

Dated: _____, 20_____

END OF BIDDER'S STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES SECTION

Bid No. 770-0606-18A



**ANTIOCH
CONSTRUCTION AND
DEMOLITION DEBRIS
RECYCLING ORDINANCE
WASTE MANAGEMENT PLAN
(WMP)**

| |
|--|
| Project No. _____ |
| <input type="checkbox"/> Initial WMP Approved <input type="checkbox"/> Final WMP Approved <input type="checkbox"/> Waived <input type="checkbox"/> Not Approved |
| Staff Initials: _____ |
| <i>For City use only</i> |

Antioch C&D Recycling Ordinance requires at least 65% diversion of job-site waste materials from the landfill. More information about this ordinance can be found at <http://www.ci.antioch.ca.us/Environment/CDROrdinance.htm>

Please answer the following:

1.

| | |
|----------------------------|--|
| Property Owner Name/Ph.# | |
| Job-site Address: | |
| Name of Project Manager: | |
| Project Name/Description: | |
| Contractor's Name/Address: | |
| Contractor's Phone Number: | |
| Cellular Phone Number: | |
| Fax Number: | |
| Email Address: | |

2. Briefly state how materials will be sorted for recycling and/or salvage on the job site.

3. Will this project require the use of sub-contractors? Yes ____ No ____

4. If yes, briefly state how you plan to inform and ensure participation by the sub-contractors of your job-site recycling and waste management responsibility.

5. **Section I** (next page):

- Identify the type of job-site waste materials to be recycled, salvaged or disposed of.
- Identify how materials will be handled, who will haul materials and what facility materials will be going to.
- Contractor and/or Property Owner must sign in the spaces provided prior to initial WMP approval.

6. **Section II** (next page):

- Upon completion of project, fill this section out with supporting documentation such as: receipts, spreadsheets, etc...

**CITY OF ANTIOCH
CITY HALL ROOF REPLACEMENT
Bid No. 770-0606-18A**

WASTE ASSESSMENT

Section I. **BEFORE START OF PROJECT: Identify the materials that you estimate will be recycled, salvaged or land-filled. Identify the handling procedure, hauler and destination of each material type.**

Section II. **UPON COMPLETION OF PROJECT: Indicate the material types and quantities recycled, salvaged or land-filled from this job-site. Official weight tags must be submitted with this completed report identifying 1) job site address, 2) weight of load(s), 3) material type(s), and 4) if materials were recycled, salvaged or disposed. Samples of official weight tags can be found at <http://www.ci.antioch.ca.us/Environment/CDROrdinance-faqs.htm>.**

| Material Type | Section I | | | Handling Procedure, Hauler, Final Destination of Materials | Section II | | | City use only Acceptable weight tag (staff initials) |
|---|------------------------|---------|----------|--|---------------------------------------|----------|-------------|---|
| | Identify Materials (✓) | | | | Quantity of each material (by weight) | | | |
| | Recycle | Salvage | Landfill | | Recycled | Salvaged | Land-filled | |
| Asphalt & Concrete | | | | | | | | |
| Brick, Tile | | | | | | | | |
| Building materials-doors, windows, fixtures, cabinets | | | | | | | | |
| Cardboard | | | | | | | | |
| Dirt/Clean Fill | | | | | | | | |
| Drywall | | | | | | | | |
| Carpet padding/ Foam | | | | | | | | |
| Plate/window Glass | | | | | | | | |
| Scrap Metals (steel, aluminum, brass, copper, etc.) | | | | | | | | |
| Unpainted Wood & Pallets | | | | | | | | |
| Yard Trimmings (brush, trees, stumps, etc.) | | | | | | | | |
| Other: | | | | | | | | |
| Garbage | | | | | | | | |

If less than 65% or no waste materials are targeted for recycling or salvage, please state why:

Contractor's Signature/Date

Property Owner's Signature/Date

PAYMENT BOND (IF SELECTED)

THIS PAGE MUST BE NOTARIZED

**CITY OF ANTIOCH
CITY HALL ROOF REPLACEMENT
Bid No. 770-0606-18A**

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.

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

END OF PAYMENT BOND SECTION

PERFORMANCE BOND (IF SELECTED)***THIS PAGE MUST BE NOTARIZED*****CITY OF ANTIOCH
CITY HALL ROOF REPLACEMENT
Bid No. 770-0606-18A**

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 _____

Note:

To be executed by Principal and Surety with acknowledgment and notarial seal attached.

By _____

Surety

Address

By _____

By _____

END OF PERFORMANCE BOND SECTION