



Department of Public Works

Request for Bid for:

Trash Capture Device 5yr Maintenance Program

Bid No. 968-0706-21B

City of Antioch
City Hall
200 "H" St
Antioch, CA 94509

Bid Due Date: October 20, 2021

At 2:00pm

I. GENERAL CONDITIONS

1. **General Information** - The Public Works Department of the City of Antioch, California, will receive bid responses at City Hall, City Clerks Office, 200 H St, Antioch, CA 94509 on October 20, 2021 until 2PM. Questions relating to specifications or technical questions must be submitted via email to Jeff Cook at jcook@antiochca.gov. Bidders are NOT to pursue City staff by telephone or in person.
2. **Form of Bid** - The bid shall be made on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted. Bids shall be made only on 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 94509**. 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 Christine Raposo at craposo@antiochca.gov. 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. **Technical questions or requests shall be submitted no later than October 15, 2021.**
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. <http://www.antiochca.gov/rfps>
5. **Bid Opening** - Bids shall be delivered to the City Clerks Office, City Hall located at 200 H 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.
6. **Late Bids** - Any bids received after the scheduled time of opening will be clocked in, but will not be opened or considered.
7. **No Bid** - If a bid is 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.
8. **Award or Rejection** - The bid will be awarded to the lowest responsive and responsible bidder offering the lowest price to the City and will be announced by way of publishing to the City's website ([Bid Documents](#)). 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.

- 9. 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.
- 10. Brand Names**- The make or brand and grade of the article on which the bid is submitted should be stated on the bid form.
- 11. Payment Terms** - Must be indicated by filling in the proper blanks on the bid form. Cash discounts of less than 20 days will be considered net. The standard terms at the City of Antioch are Net 30 days.
- 12. FOB Point** - It is understood that the bidder agrees to deliver FOB (Freight On Board) Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.
- 13. 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.
- 14. Tax** - No bid shall include federal excise tax, inasmuch as the City is exempt per published IRS regulations concerning state/local governments. The City is obligated to pay applicable state sales or use taxes.
- 15. Samples** - When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) 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.
- 16. 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.
- 17. Assignment** - No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.
- 18. Warranty** - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid. 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.

- 19. 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.

- 20. 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 **five hundred (\$500.00) dollars per day** for each calendar day delay in finishing the contract as specified in section “vi. Contract Terms and Conditions” of this Request for Bid (RFB)

- 21. 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.

- 22. 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.

- 23. 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.

- 24. Business License** – The City of Antioch requires that any contractor doing business within the city limits must hold a valid City of Antioch Business License prior to merchandise delivery (by vendor) or services provided.
- 25. Governing Law** - This contract shall be construed and interpreted according to the laws of the State of California with venue for any action under this Agreement in Contra Costa County, California.
- 26. 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.
- 27. 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.
- 28. Assignment** -- In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
- 29. 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.
- 30. Prevailing Wage** - Where labor is required for public work as part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractors shall pay no less than the minimum wages established by the Director of the Department of Industrial Relations of the State of California.
It shall be required that the contractor's DIR# be written on the sealed, bid package for verification purposes. If no DIR # is stated, the submitted bid package will not be reviewed.

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

compensation and prevailing wages.

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

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

31. 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.

32. 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 Services Agreement (Attachment C). 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.

33. 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 craposo@antiochca.gov, 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.

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:

5. Builder's Risk: Completed value of the project with no coinsurance penalty provisions for construction project.
6. Professional Liability: \$1,000,000 as needed for design/build and other professional services.
7. Contractor's Pollution Liability: \$1,000,000 per occurrence \$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.

II. SPECIFICATIONS

i. Customer Service & Quality Assurance

Any work or assigned duties that are not performed to our standards and/or contractual agreement or the regulating agency may result in delay, reduction or discount at the contractor's expense. The judgement 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. Any damages or fines placed upon the City of Antioch due to delays or poor performance by the contractor will be paid for by the contractor. Funds will be deducted from payment to the contractor.

ii. Contractor Will Provide

Contractor to be capable of responding to requests by both email and cell phone. The contractor shall have a representative available to meet with the City of Antioch representative from Monday through Friday 7am – 4:30 pm, except holidays and a safe and motivated crew capable of performing all work per specifications. Contractor is to keep the City informed of working locations daily, so that the City representative can inspect the work throughout the process. At least one crew member must speak English; Contractor shall provide all labor, equipment and materials required to perform the work as specified in a safe and productive manner. Contractor will be responsible for onsite safety, traffic control and quality control. Contractor must abide by all California Manual on Uniform Traffic Control Devices specified traffic control standards. All work must in accordance with all state and local laws, codes, and specifications. Workers must wear reflective vests at all times. Vehicles must be clearly labeled with company name and vehicle numbers.

iii. Scope Of Work

To provide a safe, motivated, and skilled crew capable maintaining the City's Trash Capture Devices for 5 years 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 and any other incidentals required to complete the work safely and efficiently. The contractor will be required to 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 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. Scope of work shall include but is not limited to:

- Remove and dispose of all captured debris and material in accordance with all laws and regulations. (Captured debris disposed of at a Class II Hazardous Materials facility.)
 - Average depth of TCD's to be 1.5ft.
 - The brand of TCD for City Devices will be REM TRITON Filter and Crescent Pipe Screens – Please refer to Attachment A for Specifications on filters.
 - Follow the Recommended Maintenance Procedures in Attachment A
- Vacuum and power-wash device as needed at each maintenance event.
- Inspect each device for system operation monthly at minimum.
 - Contractor is to utilize *ARC GIS Collector* application available on apple and android products.

- Replace and recharge BFTG filter media, as necessary.
 - Attach a bright yellow Lock-out Tag to each catch basin/TC device after the maintenance event is completed. The “date” should correspond to a Maintenance Report.
 - Provide TCD Maintenance Report
 - Maintenance Reports are archived for future reference.
 - The inspection work shall be performed once per month (12-times annually).
 - Cleaning of TCD’s shall be done at 50% capacity or more. Approximately 2x a year.
1. Posting / No Parking: It will be the contractor’s responsibility to post any and all locations for “No Parking” a minimum of 48 hours in advance of work. The City will provide the “No Parking” signs to the contractor at no cost. All signs not used must be returned to the City at the end of the project.
 2. Traffic Control / Job Site Responsibility: Contractor to be fully responsible for all traffic control and safety of project areas until the project is fully complete. Contractor will abide by all CalTrans specified traffic control standards and submit a traffic control plan and gain approval prior to the start of work. Traffic control flaggers may be needed to complete some of the specified locations, the contractor must be prepared to provide this operation at no additional cost to the City.
 3. Striping/ Permanent Traffic Markings: Contractor to be fully responsible for all replacement traffic control markings and any markings that are damaged during the project. The contractor must replace the roadway markings with a like kind material. Paint must be replaced with paint and thermoplastic with thermoplastic etc.
 4. Schedule: Contractor to provide a detailed schedule of work 72 hours prior to starting. City to be updated and approve any and all changes prior to work starting.
 5. 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.

iv. **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.

v. **Work Plan – Schedule**

The City of Antioch is requesting bids for a five-year contract for the Maintenance of the City of Antioch’s public right-of-way Trash Capture Devices. Work to be performed Monthly commencing FY 21-22 through 25-26.

Maintenance Reports must be submitted monthly or the contractor is subject to liquidated damages specified in section 20 of General Conditions. All 12 Maintenance reports must be submitted by end of fiscal year before new PO is issued for the next fiscal year. Work must begin within 30 days of the date on the Issued P.O. If the contractor does not work in a safe, productive and efficient manner as deemed by the City’s representative then the City may elect to move to the next responsible bidder. This decision will be up to the sole discretion of the City. Additional time will be allowed if additional work is added.

vi. **Contract Terms and Conditions**

This contract will be effective July 1, 2021 through June 30, 2026. It is anticipated that the contractor will work under a five-year Agreement with the City. Liquidated damages will be applied if project is not completed by the date agreed upon.

vii. **Bonds**

Performance and Payment bond will be required for the duration of the project. Please refer to Attachment D.

viii. **Equipment & Supplies**

Contractor agrees to provide and maintain all equipment required to perform the above services. The contractor's equipment shall be top quality and in good working order at all times. Contractor is required to supply enough equipment to complete the project on schedule.

ix. **Invoicing**

Invoices must list the City issued purchase order number and be itemized as per the bid submittal worksheet including the location of TCD and date maintained. 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 to do so.

With each request for payment, also included shall be a list of work to be completed the next month. No payment will be made without a completed work schedule for the month, deficiencies noted and corrected and the work plan for the next month. All information is to be provided in an email format and paper copy if desired by City designee.

x. **City Will Provide**

Inspection – The City's representative will answer questions and inspect work for contract compliance

Approximate Locations of all TCD's to be maintained - Attachment B.

Disposal site will be provided to contractor within twelve miles of the work locations.

III. BID SUBMITTAL WORK SHEET - BID NO. 968-0706-21B

Your Company Name: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Inspection Cost:

Inspection work shall be performed monthly, price is per device for the Fiscal Year.

<u>Fiscal Year</u>	<u>Price/Unit/Event</u>	<u># of TC Devices</u>	<u># of Events</u>	<u>Total Annual Cost</u>
FY 21-22	\$	120	12	\$
FY 22-23	\$	150	12	\$
FY 23-24	\$	200	12	\$
FY 24-25	\$	250	12	\$
FY 25-26	\$	300	12	\$
			Total:	\$

Cleaning Cost:

This is an estimated total cost based on an average of two (2) cleanings per year.

<u>Fiscal Year</u>	<u>Price/Unit/Event</u>	<u># of TC Devices</u>	<u># of Events</u>	<u>Total Estimated Annual Cost</u>
FY 21-22	\$	120	2	\$
FY 22-23	\$	150	2	\$
FY 23-24	\$	200	2	\$
FY 24-25	\$	250	2	\$
FY 25-26	\$	300	2	\$
			Total:	\$

Total Estimated Annual Cost for Inspection & Cleaning FY21-22: _____

Please note:

- Bid will be awarded based on Lowest Total Estimated Annual Cost for the first Fiscal Year.
- City of Antioch will replace damaged Trash Capture Devices and/or Storm grates upon immediate notification of contractor.
 - o Should a grate be difficult to remove, contractor shall notify City of Antioch before attempting further removal.
- Inspections are to be performed Monthly. TCD's to be cleaned at 50% or more.
- All emergency work to be performed by the City of Antioch.
- The exact number of TC Devices is subject to change.

CITY OF ANTIOCH
TRASH CAPTURE DEVICE 5YR MAINTENANCE PROGRAM
Bid No. 968-0706-21B

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_____

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
CITY HALL, CITY CLERKS OFFICE
BID NO. 968-0706-21B
200 "H" STREET
ANTIOCH, CA 94509

NON COLLUSION AFFIDAVIT

THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH

TRASH CAPTURE DEVICE 5YR MAINTENANCE PROGRAM

Bid No. 968-0706-21B

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


Revel Environmental Manufacturing Inc.

sales@remfilters.com (888) 526-4736 Lic. No. 857410

 Northern California
 960-B Detroit Avenue
 Concord, California 94518
 P: (925) 676-4736
 F: (925) 676-8676

 Southern California
 2110 South Grand Avenue
 Santa Ana, California 92705
 P: (714) 557-2676
 F: (714) 557-2679

**Operation & Maintenance (O&M)
and Procedures**
REM TRITON Filter Recommended Maintenance Procedures:
Maintenance and Inspections:

In order to ensure proper operation, REM (Revel Environmental Manufacturing, Inc.) recommends that REM Stormwater filters be serviced and maintained when debris and pollutant accumulations exceed no more than 80% of the filter's capacity. REM recommends that the filters are inspected and serviced at a minimum of three times (3X's) per seasonal cycle year. The frequency and length of duration between inspections and maintenance may fluctuate based on specific site conditions such as local weather conditions, site use, and pollutant type and loading volume.

Filter Media Replacement:

In order to ensure proper operation, REM recommends that the FOG Media, or other specified media (such as Activated Carbon, and/or Zeolite) be replaced when the outer surface of media is no more than 50% coated with contaminants. (The surface area of REM's standard FOG media is stark white in color. The media will blacken with encapsulated contaminants over time.) It is recommended that REM media packs and Bioflex be replaced a minimum of one time (1X) per seasonal cycle year. Sites with higher pollutant loading concentrations may require more frequent service and media replacement. Purchase replacement media packs from REM at (888) 526-4736 or sales@remfilters.com. Custom media configurations are available upon.

Disposal:

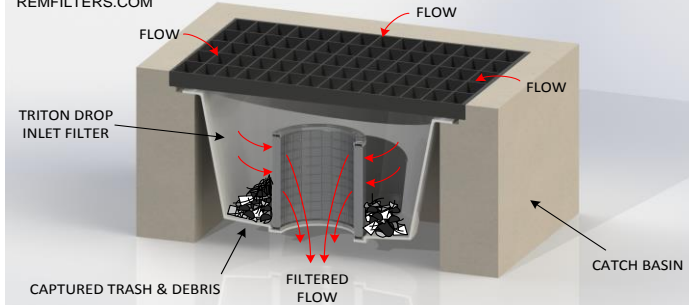
Captured pollutant debris and spent media must be disposed of in accordance with all Federal, State, and Local Laws and Regulations.

On-site Procedures for Triton Catch Basin Filter Inserts:

1. Secure area (proceed with traffic and pedestrian control plan).
2. Clean surface area immediately around each storm drain utilizing a stiff bristled push-broom, flat shovel or industrial vacuum.
3. Proceed with confined space procedures as necessary.
4. Remove grate or manhole cover and set aside.
5. Inspect perimeter filter flange gasket. Confirm media cartridge is secure in the filter basin.
6. Remove debris trapped in grate slot openings.
7. Utilize an industrial vacuum to remove debris from within filter basin.
8. Pressure wash media pack through the stainless steel cartridge. (Avoid discharge by utilizing an industrial vacuum to remove excess water while pressure washing).
9. Inspect media housed inside stainless steel cartridge. REM recommends replacing the filter media a minimum of once a year (see *Filter Media Replacement* above).
10. Place grate or manhole cover back on catch basin grate frame.
11. Secure dated service lock-out tag on grate lid.
12. Identify catch basin on site map for tracking and reporting.
13. Note observations, concerns or recommendation regarding specific filter on maintenance report.
14. Remove pedestrian and/or traffic control barricades.

SPECIFIER CHART TRITON DROP INLET FILTERS	INLET (ID) INSIDE DIMENSION Of Catch Basin	MEDIA REM - BFTG* FILTERED Flow Rate	MEDIA REM - FOG** FILTERED Flow Rate	MEDIA REM - FOG & BFTG*** FILTERED Flow Rate	MEDIA REM - 4.8MM PERF FILTERED Flow Rate	TOTAL FILTER BYPASS Flow Rate	DEBRIS HOLDING CAPACITY
MODEL:	(inch x inch)	CFS	CFS	CFS	CFS	CFS	CUBIC FEET
			Standard				
TR12RD Configured with:	12" Dia. RD						
Cartridge: TR7-CART (4")		0.42	0.17	0.17	1.1	1.61	0.19
Cartridge: TR7-CART (8")		0.91	0.25	0.25	2.21	1.61	0.42
TR1212 Configured with:	12" X 12"						
Cartridge: TR7-CART (4)		0.42	0.17	0.17	1.1	1.61	0.19
Cartridge: TR7-CART (8)		0.91	0.25	0.25	2.21	1.61	0.45
TR16RD Configured with:	16" Dia. RD						
Cartridge: TR7-CART (4)		0.42	0.17	0.17	1.1	1.61	0.19
Cartridge: TR7-CART (8)		0.91	0.25	0.25	2.21	1.61	0.45
TR1616 Configured with:	16" X 16"						
Cartridge: TR7-CART (4)		0.42	0.17	0.17	1.1	1.61	0.19
Cartridge: TR7-CART (8)		0.91	0.25	0.25	2.21	1.61	0.69
TR18RD Configured with:	18" Dia. RD						
Cartridge: TR7-CART (4)		0.42	0.17	0.17	1.1	1.61	0.19
Cartridge: TR7-CART (8)		0.91	0.25	0.25	2.21	1.61	0.69
TR1818 Configured with:	18" X 18"						
Cartridge: TR10-CART (4)		0.77	0.19	0.19	1.58	5.14	1.04
Cartridge: TR10-CART (8)		1.63	0.38	0.38	3.11	5.14	2.32
Cartridge: TR10-CART (16)		3.07	0.79	0.79	6.28	5.14	5.03
TR1824 Configured with:	18" X 24"						
Cartridge: TR10-CART (8)		1.63	0.38	0.38	3.11	5.14	1.04
Cartridge: TR10-CART (16)		3.07	0.79	0.79	6.28	5.14	2.69
TR2024 Configured with:	20" X 24"						
Cartridge: TR10-CART (8)		1.63	0.38	0.38	3.11	5.14	1.04
Cartridge: TR10-CART (16)		3.07	0.79	0.79	6.28	5.14	2.69
TR2424 Configured with:	24" X 24"						
Cartridge: TR14-CART (8)		2.61	0.69	0.69	4.42	13.15	2.26
Cartridge: TR14-CART (12)		3.76	1.05	1.05	6.64	13.15	3.4
Cartridge: TR14-CART (16)		4.91	1.43	1.43	8.85	13.15	4.53

TRITON – TR DROP INLET FILTER SERIES
By REM Inc. (888.526.4736)
REMFILTERS.COM



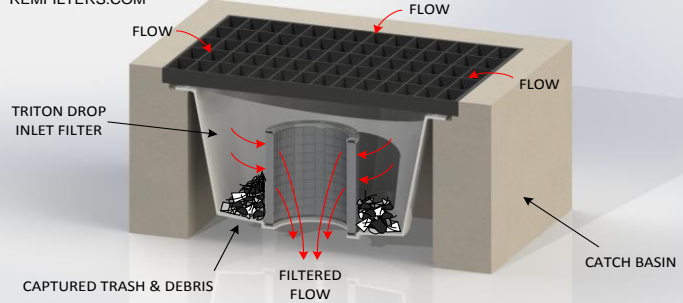
Revel Environmental Manufacturing Inc.
sales@remfilters.com (888) 526-4736 Lic. No. 857410

Northern California
960-B Detroit Avenue
Concord, California 94518
P: (925) 676-4736
F: (925) 676-8676

Southern California
2110 South Grand Avenue
Santa Ana, California 92705
P: (714) 557-2676
F: (714) 557-2679

SPECIFIER CHART TRITON DROP INLET FILTERS	INLET (ID) INSIDE DIMENSION Of Catch Basin	MEDIA REM - BFTG* FILTERED Flow Rate	MEDIA REM - FOG** FILTERED Flow Rate	MEDIA REM - FOG & BFTG*** FILTERED Flow Rate	MEDIA REM - 4.8MM PERF FILTERED Flow Rate	TOTAL FILTER BYPASS Flow Rate	DEBRIS HOLDING CAPACITY
MODEL:	(inch x inch)	CFS	CFS	CFS	CFS	CFS	CUBIC FEET
			Standard				
TR24RD Configured with:	24" Dia. RD						
Cartridge: TR14-CART (8)		2.61	0.69	0.69	4.42	13.15	2.26
Cartridge: TR14-CART (12)		3.76	1.05	1.05	6.64	13.15	3.4
Cartridge: TR14-CART (16)		4.91	1.43	1.43	8.85	13.15	4.53
TR2436 Configured with:	24" X 36"						
Cartridge: TR10-CART (8) (Qty 2)		3.26	0.76	0.76	6.28	10.28	1.57
TR2436-14(8) Configured with:	24" X 36"						
Cartridge: TR14-CART (8)		2.61	0.69	0.69	4.42	13.15	2.5
TR30RD Configured with:	30" Dia. RD						
Cartridge: TR14-CART (8)		2.61	0.69	0.69	4.42	13.15	2.87
Cartridge: TR14-CART (12)		3.76	1.05	1.05	6.64	13.15	4.31
Cartridge: TR14-CART (16)		4.91	1.43	1.43	8.85	13.15	5.74
TR3030 Configured with:	30" X 30"						
Cartridge: TR14-CART (8)		2.61	0.69	0.69	4.42	13.15	3.76
Cartridge: TR14-CART (12)		3.76	1.05	1.05	6.64	13.15	5.64
Cartridge: TR14-CART (16)		4.91	1.43	1.43	8.85	13.15	7.52
TR2448 Configured with:	24" X 48"						
Cartridge: TR14-CART (8) (Qty 2)		5.22	1.38	1.38	4.42	26.3	4.53
Cartridge: TR14-CART (12) (Qty 2)		6.02	2.12	2.12	6.64	26.3	6.8
Cartridge: TR14-CART (16) (Qty 2)		9.82	2.86	2.86	8.85	26.3	9.06
TR3636 Configured with:	36" X 36"						
Cartridge: TR14-CART (8)		2.61	0.69	0.69	4.42	13.15	5.6
Cartridge: TR14-CART (12)		3.76	1.05	1.05	6.64	13.15	8.4
Cartridge: TR14-CART (16)		4.91	1.43	1.43	8.85	13.15	11.2
TR36RD Configured with:	36" Dia. RD						
Cartridge: TR14-CART (8)		2.61	0.69	0.69	4.42	13.15	4.71
Cartridge: TR14-CART (12)		3.76	1.05	1.05	6.64	13.15	7.07
Cartridge: TR14-CART (16)		4.91	1.43	1.43	8.85	13.15	9.43

TRITON – TR DROP INLET FILTER SERIES
By REM Inc. (888.526.4736)
REMFILTERS.COM



Revel Environmental Manufacturing Inc.

sales@remfilters.com (888) 526-4736 Lic. No. 857410

Northern California
960-B Detroit Avenue
Concord, California 94518
P: (925) 676-4736
F: (925) 676-8676

Southern California
2110 South Grand Avenue
Santa Ana, California 92705
P: (714) 557-2676
F: (714) 557-2679

SPECIFIER CHART TRITON DROP INLET FILTERS	INLET (ID) INSIDE DIMENSION Of Catch Basin	MEDIA REM - BFTG* FILTERED Flow Rate	MEDIA REM - FOG** FILTERED Flow Rate	MEDIA REM - FOG & BFTG*** FILTERED Flow Rate	MEDIA REM - 4.8MM PERF FILTERED Flow Rate	TOTAL FILTER BYPASS Flow Rate	DEBRIS HOLDING CAPACITY
MODEL:	(inch x inch)	CFS	CFS	CFS	CFS	CFS	CUBIC FEET
			Standard				
TR42RD Configured with:	42" Dia. RD						
Cartridge: TR14-CART (8)		2.61	0.69	0.69	4.42	13.15	6
Cartridge: TR14-CART (12)		3.76	1.05	1.05	6.64	13.15	9
Cartridge: TR14-CART (16)		4.91	1.43	1.43	8.85	13.15	12
TR4848 Configured with:	48" X 48"						
Cartridge: TR24-CART (8)		4.85	1.22	1.22	7.92	51.29	7.24
Cartridge: TR24-CART (16)		10.3	2.42	2.42	15.81	51.29	15.5
TR48RD Configured with:	48" Dia. RD						
Cartridge: TR24-CART (8)		4.85	1.22	1.22	7.92	51.29	3.37
Cartridge: TR24-CART (16)		10.3	2.42	2.42	15.81	51.29	6.74

Notes:

** Standard cartridge configurations for the TRITON Drop Inlet Series filter. Please specify if larger capacity cartridges are required. The cartridge heights are listed in () next to the model. For shallow catch basins choose the smaller cartridge heights.

** Please see MEDIA OPTIONS page for specific media types and configurations.

** Filter debris capacities can be modified to utilize the maximum dimensions of each specific catch basin. Volumes will either increase or decrease depending upon the size of the catch basin and cartridge used. Volume capacities that are shown, are based on the catch basin filters standard inside wall dimensions for that filter size. Debris holding capacities can be modified to utilize the additional depth of each specific catch basin by adding taller cartridges.

REM Technical Support is available to assist with TRITON Series filter configurations, media strategies, and customization of models.



Revel Environmental Manufacturing Inc.

sales@remfilters.com (888) 526-4736 Lic. No. 857410

Northern California
960-B Detroit Avenue
Concord, California 94518
P: (925) 676-4736
F: (925) 676-8676

Southern California
2110 South Grand Avenue
Santa Ana, California 92705
P: (714) 557-2676
F: (714) 557-2679





**MADE IN
USA**

REM Media Configuration Options

REM Filters can be customized using different media strategies configured to target site-specific pollutants. A combination of media is often recommended to maximize pollutant removal effectiveness.



Geotextile Media Pack Housing

Filter media is housed in a mono-filament weaved geotextile containment pack. The filter's vertical cartridge system requires flow to move laterally through the geotextile pack on both sides – once during ingress and again during egress – providing a two stage sieve for fine material removal. The mono-filament geotextile reduces occlusion and blinding allowing for greater treatment flow compared to flat weave fabrics. The design meets "100% Full Trash Capture - 2.4mm" specification.



REM FOG Media (Expanded Hydrophobic Perlite)

REM FOG media is an expanded volcanic ash media treated to be highly hydrophobic. REM FOG media effectively encapsulates liquefied petroleum hydrocarbons (Fats, Oils & Grease including animal fats). The media's hydrophobic characteristic, porous, multi-cellular structure and rough edges allows for greater polishing of flow resulting in the reduction of Total Suspended Solids (TSS). Suspended solid reduction includes but is not limited to debris, trash, silt, sediment, and agglomerated heavy metals. REM FOG Media is an excellent multi-purpose filter media.



REM AC Media (Activated Carbon)

REM AC is a coconut shell granular activated carbon. AC media has a micro-porous structure and large surface area providing high levels of adsorption used for the removal of organics, some metals and other pollutants, such as Chlorine, Chloramine, TCE, PCE, TTHMs, Phenols, Pesticides, Detergents.



REM ZEO Media (Zeolite)

REM ZEO is a group of naturally occurring micro-porous minerals consisting of aluminosilicates of sodium, potassium, calcium and barium. ZEO can be readily dehydrated and rehydrated and used as cation exchangers and molecular sieves to remove soluble metals such as copper, lead, zinc, ammonium and some organics. ZEO medium has a variety of water filtration applications.

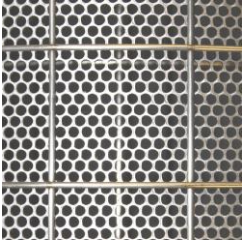


REM FOG-AC-ZEO Media Blend

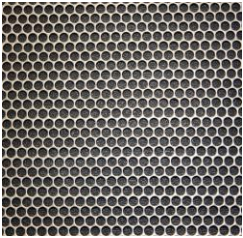
REM FOG-AC-ZEO blend combines the filtration characteristics of all three common media strategies – Hydrophobic Perlite, Granular Activated Carbon and Zeolite.

**Bioflex (BFTG)**

Bioflex is a three dimensional woven natural fiber media designed to capture debris, trash and sediment. Mesh density of 3.5 ounces per square foot minimizes occlusion and blinding and allows for sustained high volume stormwater treatment rates. The exterior edge of the Bioflex is fitted with a netted polyester fiber configured to capture 100% of trash and debris at 5mm or greater in size. Bioflex is an approved “Full Trash Capture” specification.

**Perforated Stainless Steel Screen (SS-PERF-5)**

The filter cartridge houses a perforated Type 304 stainless steel screen. Configured to capture 100% of trash and debris no greater than 5mm, the design meets “Full Trash Capture - 5mm” specification.

**Perforated Stainless Steel Screen (SS-PERF-2.4)**

The filter cartridge houses a perforated Type 304 stainless steel screen. Configured to capture 100% of trash and debris no greater than 2.4mm, the design meets “Full Trash Capture - 2.4mm” specification.



Revel Environmental Manufacturing Inc.

960-B Detroit Avenue
Concord, California 94518
sales@remfilters.com
www.remfilters.com

Phone (888) 526 4736
Phone (925) 676 4736
Fax (925) 676 8676
Lic. No. 857410

Optional Vector Bypass Deflector

(For use when needed or required.)

The REM CPS (Crescent Pipe Screen) comes standard, with no overhead deflector. This leaves the backside and front side of the units accessible at all times. When needed, REM has an optional deflector plate that allows for easy access to the center and backside of the device.

When a deflector plate is needed, we have an optional Vector Control specific design that allows access to the backside of the units through a center opening on the plate itself. The opening has elevated walls to continuously act as a guard to prevent trash and debris from bypassing the unit.

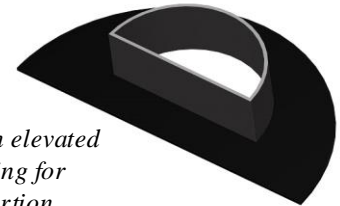
Simply insert the Vector application through the elevated center opening of the deflector plate.

This minimizes or eliminates the need for any technician adjustments of the device for the application of abatement control measures.

REM TRITON CPS – FTC Crescent Pipe Screen Deflector Lid (Vector Control Accessibility)

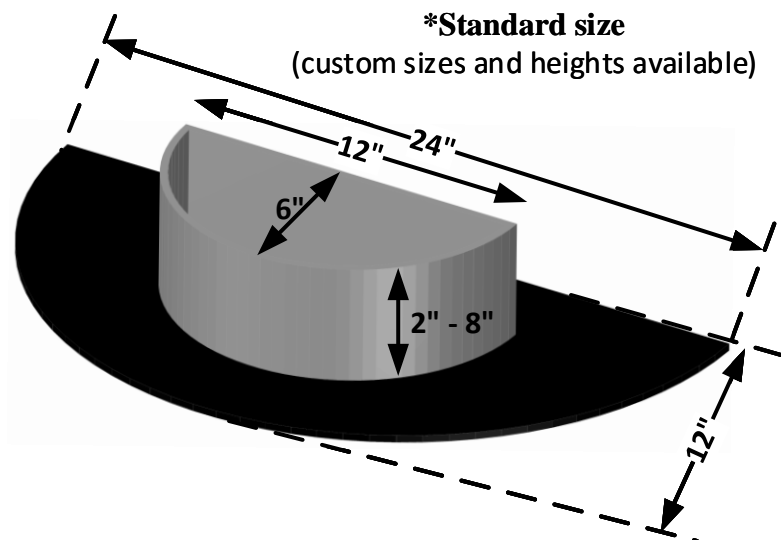


Standard REM CPS-PERF FTC device installation



Clear opening with elevated walls surrounding for abatement insertion.

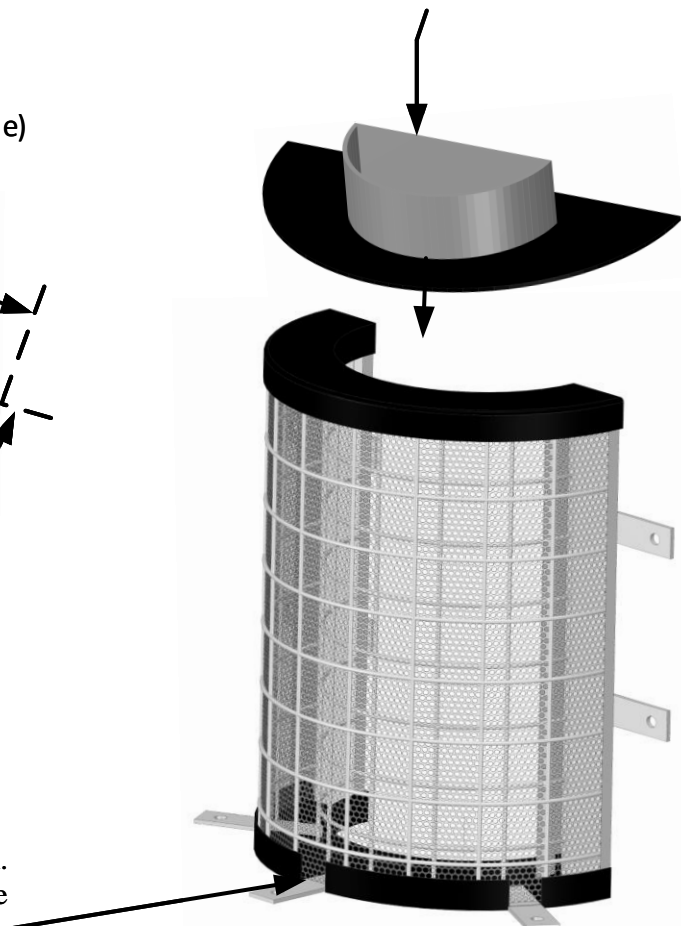
Insert abatement application through opening



***Standard size**
(custom sizes and heights available)

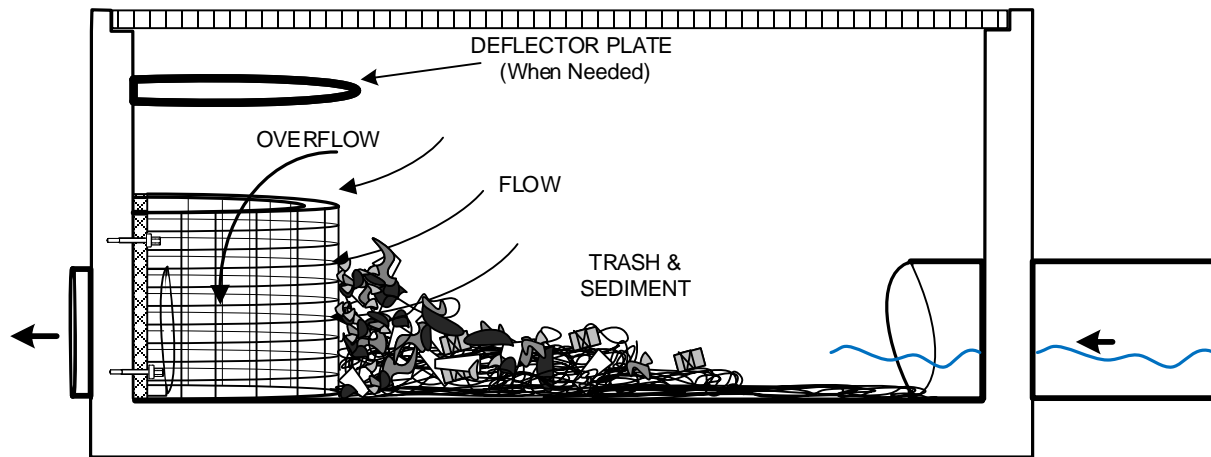
Notes:

- Deflector plates are constructed using .5" thick HDPE.
- Plates can also be constructed using Type 304 stainless steel with 4.8mm openings.
- Plates are attached to wall with stainless steel brackets at the required or most appropriate height.
- Elevated walls can be modified in height between 2" - 8" tall.
- Units come with floor level notches on the front and backside of the bottom cap to prevent standing water build up.



REM TRITON PERF FTC-CPS (Full Trash Capture Device - Crescent Pipe Screen)

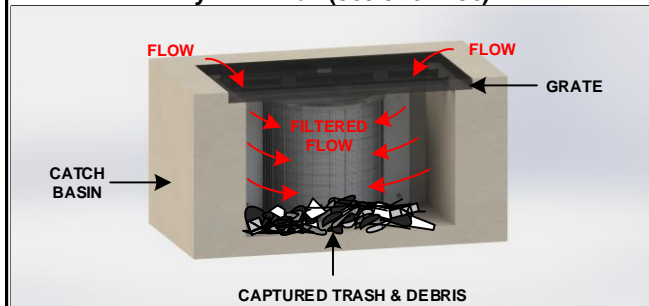
REM designed the TRITON PERF FTC-CPS Filter Series to provide a highly adaptable solution that allows the flexibility to maximize the filter treatment flow rates and TRASH capturing capacity. TRITON FTC-BFTG-CPS filters are designed to capture 100% of trash and debris 5mm or greater in size and may be utilized in new construction or retrofitted in existing catch basin structures. They are sized to spec or modified in the field for drains with unusual dimensions and unique frame and grates. PERF may be combined with granular media strategies to address specific pollutant concerns. Fabricated with 10 Gauge Type 304 Welded Stainless Steel, the REM CPS "arched" design provides superior strength and structural integrity compared to square or lateral devices.



Notes:

- The TRITON - Crescent Series Filters are available in sizes to fit most industry standard pipes and catch basins. Custom sizes are also available to fit most applications.
- Filter cartridge housings are constructed utilizing 10 Gauge Type 304 Stainless Steel, with 2" welded square openings.
- Removable CPS tops are constructed utilizing over 40% recycled Non-reactive High Density Polystyrene Plastic with added U.V. inhibitors.
- REM TRITON PERF-FTC uses 5mm perforated screen designed to capture debris, trash and sediment. The device is approved by the State Regional Water Control Board as a "Full Trash Capture" device. (Additional media options are available including mixed blends of granulated carbon [AC] and Zeolite [ZEO] expanded perlite (FOG), and Bioflex (BFTG).
- Filter designs include a high flow overflow bypass to eliminate pooling or flooding during heavy rain events.
- Optional Deflector Plate routes flow onto the filtering side of filter. Certain application may not need this option.
- See our Specifier Sheet for sizes, and flow rates.
- Maintenance information and replacement media packs are available upon request by contacting REM at sales@remfilters.com or (888) 526-4736.

TRITON PERF FTC-CPS CRESCENT PIPE SCREEN SERIES FILTER By REM Inc. (888.526.4736)



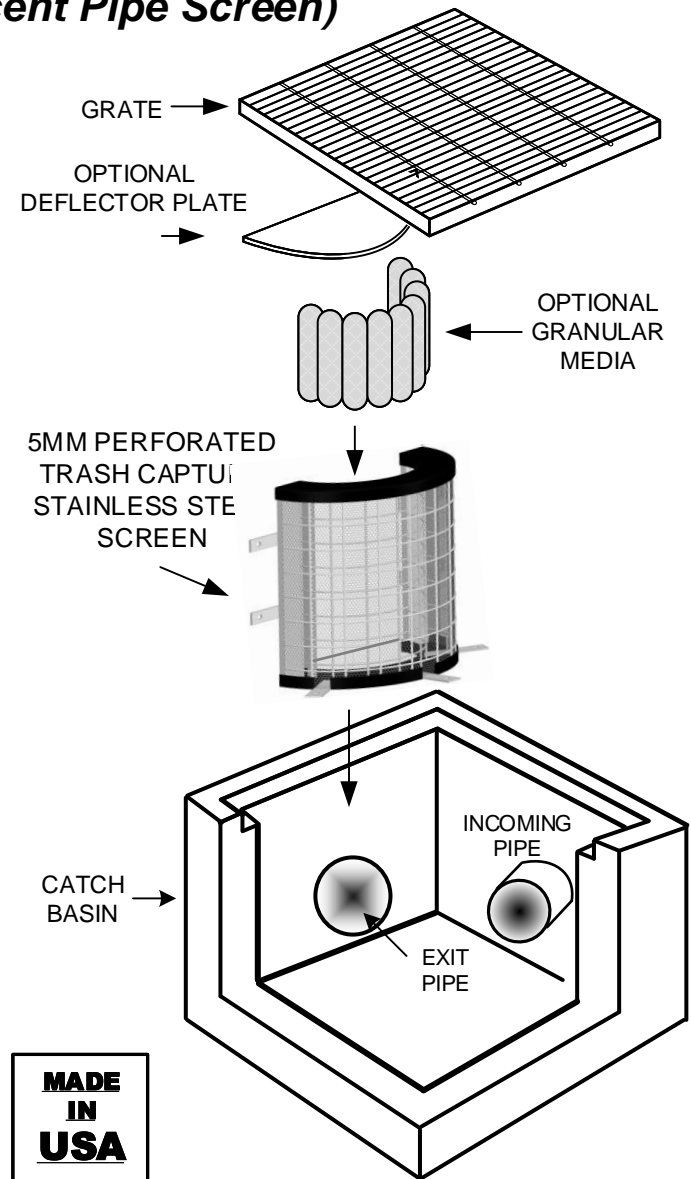
CPS size may vary by catch basin.
Taller cartridge options provide
greater volume capacity and
increased treatment rates.

THE DESIGN AND DETAIL OF THIS
DRAWING IS THE PROPERTY OF
REM INC. AND IS NOT TO BE USED
EXCEPT IN CONNECTION WITH OUR
WORK, DESIGN AND INVENTION
RIGHTS ARE RESERVED.

PATENT PENDING

PH: (888) 526-4736

DIMENSIONS ARE IN INCHES
UNLESS OTHERWISE NOTED.



**MADE
IN
USA**

REM Inc.

TRITON PERF FTC-CPS SERIES
(Full Trash Capture System)
Crescent Pipe Screen

SCA	DRAWN BY: C.F.	FOR: Inline Filtering	REV
1/4 : 1	DATE: 3/1/2015	SHE ET	1 OF 1



Revel Environmental Manufacturing Inc.

sales@remfilters.com (888) 526-4736 Lic. No. 857410

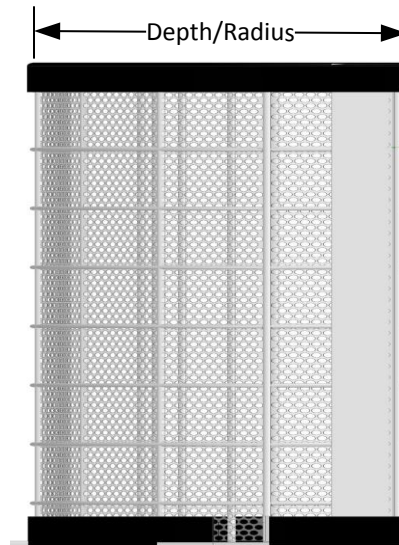
Northern California
960-B Detroit Avenue
Concord, California 94518
P: (925) 676-4736
F: (925) 676-8676

Southern California
2110 South Grand Avenue
Santa Ana, California 92705
P: (714) 557-2676
F: (714) 557-2679

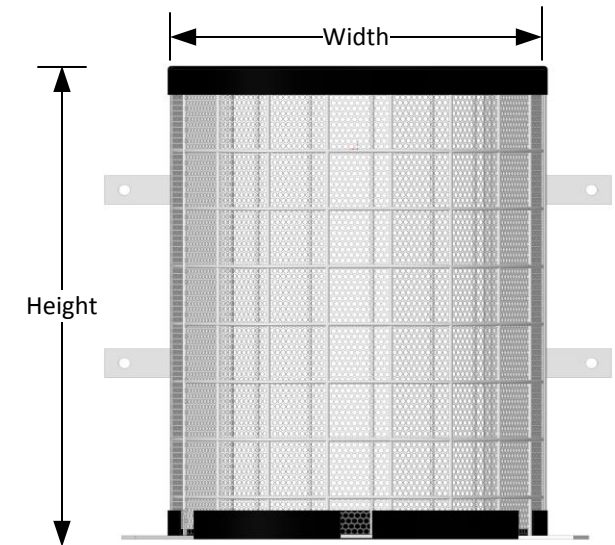
Model:	TR20(12)CPS-FTC	TR24(16)CPS-FTC	TR40(18)CPS-FTC
Width:	20"	24"	40"
Height:	12"	16"	18"
Depth/Radius:	8"	12"	20"
Filtered Flow Rate:	5.56 (CFS)	9.89 (CFS)	18.54 (CFS)
Bypass Radius:	6"	10"	18"
Bypass Flow:	19.24 (CFS)	25.65 (CFS)	42.55 (CFS)

REM TRITON CPS - FTC

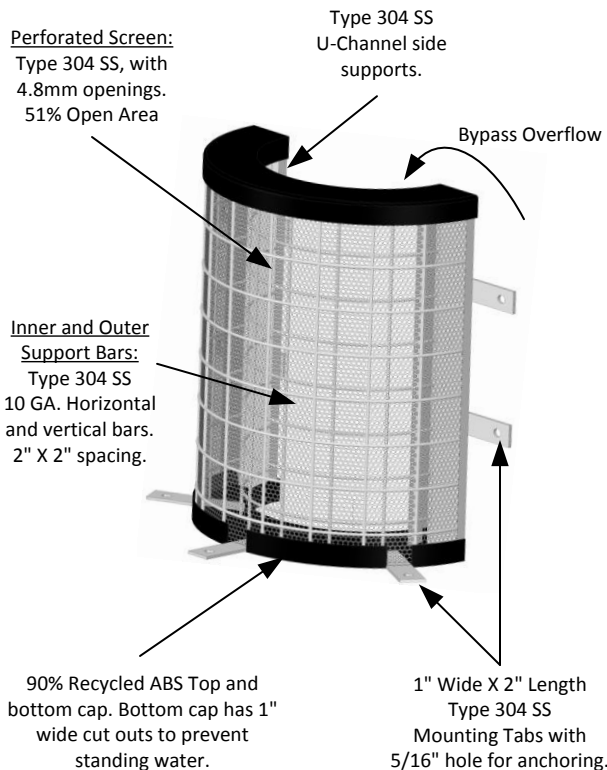
Standard size dimensions



Side View



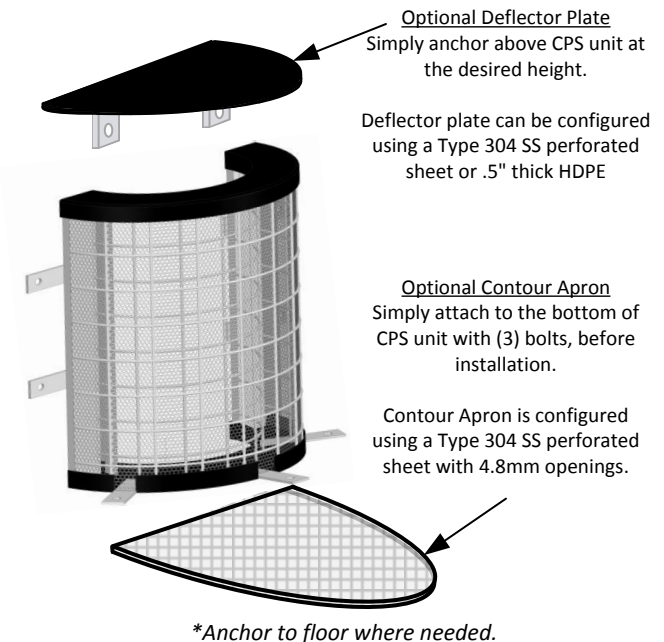
Front View



*APPROVED Full Trash Capture Device through the California State Water Resource Control Board

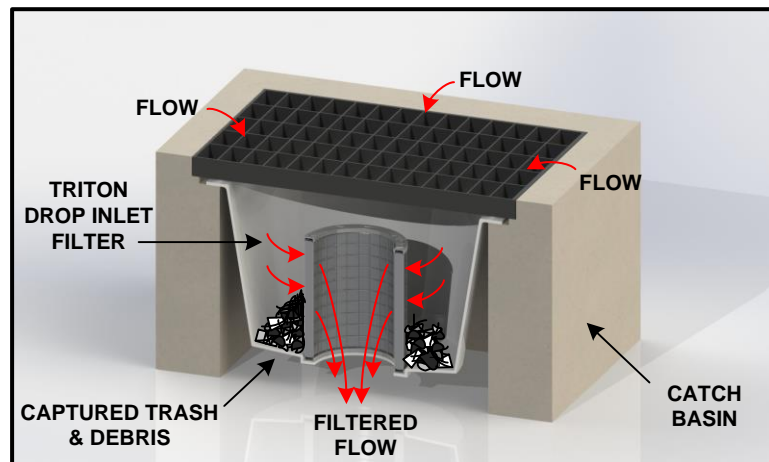
Notes:

- Units are constructed using a 10 GA. Stainless Steel inner and outer housing support for added structural integrity.
- Perforated Stainless Steel is configured with a 51% Open Area for excellent flow rates comparative to its size.
- CPS Stainless Steel housing and additional attached SS parts are welded.
- Custom sizes and configurations are available.
- Multiple units can be mounted vertically to increase capture capacity.
- CPS unit is capable of housing an absorbent media if ever required, with no retrofitting or modifications needed.
- CPS unit can also be elevated off the basin floor in "Sump" type basins.
- **MADE IN THE USA.**



REM's TRITON – TR (Drop Inlet) Series

The REM TRITON -TR Filter is a multipurpose catch basin insert designed to capture sediment, trash, debris, suspended solids, oils & grease and other storm water pollutants. TRITON -TR filters may be utilized in new construction or retrofitted in existing catch basin structures. They are sized to spec or modified in the field for drains with unusual dimensions and unique frame and grates. Filter Cartridges may be easily removed when servicing. Media strategy may be optimized for specific pollutant concerns.



Notes:

- The TRITON - TR Series Filters may be customized in the field to fit catch basins with irregular dimensions or unusual frame and grate types. REM also designs custom filters for unique storm water infrastructures and applications.
- Filter bodies are constructed using **100% recycled** High Molecular Weight Polyethylene Plastic (HMWPE) with U.V. inhibitors.
- Filter cartridge housings are constructed utilizing Type 304 Stainless Steel, with 2" welded square openings.
- Removable cartridge tops are constructed utilizing over 80% recycled ABS Plastic.
- REM TRITON replacement Filter Media Packs are charged with REM FOG media an expanded volcanic ash medium treated to be highly hydrophobic housed in a durable geo-textile perforated polypropylene woven fabric. REM FOG media effectively encapsulates liquefied petroleum hydrocarbons (Fats, Oils & Grease including animal fats). The media's hydrophobic characteristic allows for greater polishing of flow resulting in the reduction of Total Suspended Solids (TSS). Suspended solid reduction includes but is not limited to debris, trash, silt sediment and agglomerated heavy metals. (Additional media options are available including mixed blends of granulated carbon [AC] and Zeolite [ZEO].)
- REM TRITON filter cartridges are removable for ease of cleaning and maintenance.
- Filter designs include a high flow overflow bypass to eliminate pooling or flooding during heavy rain events.
- See our Specifier Sheet for sizes, models and flow rate information.
- Maintenance information and replacement REM Media Packs are available upon request by contacting REM at sales@remfilters.com or (888) 526-4736.
- Made in the USA.**



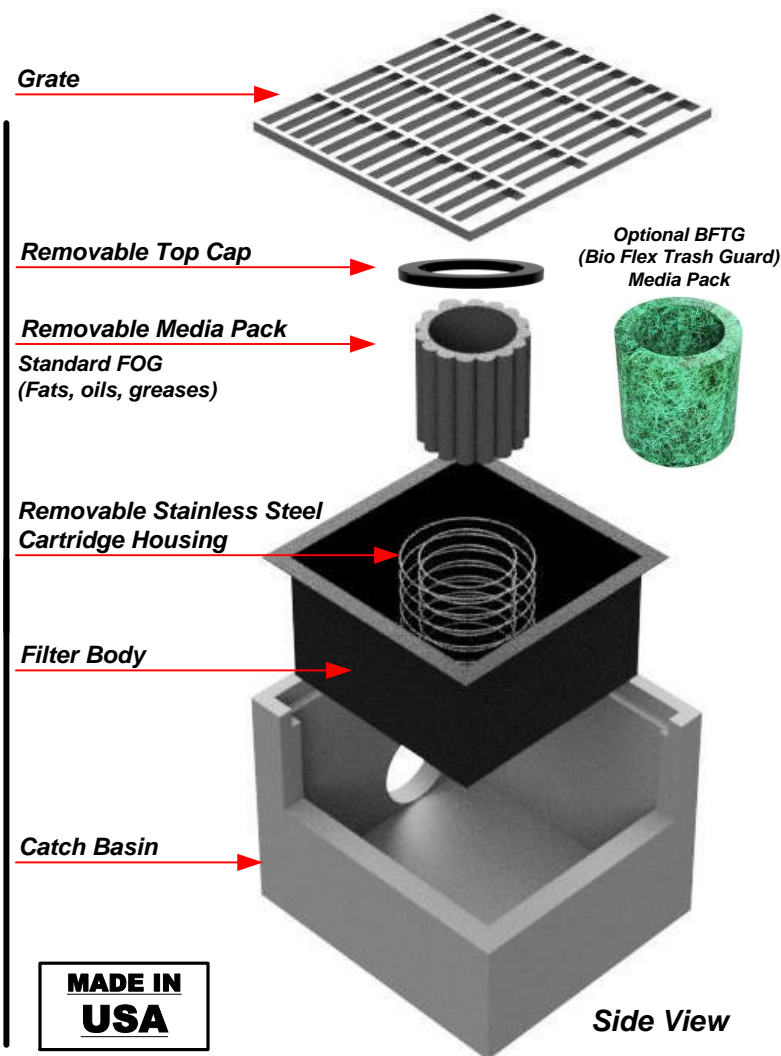
Model: TR24SR-D (shown above)



Round Catch Basin Shown

Cartridge Diameter size may vary by catch basin. Taller cartridge options provide greater volume capacity and increased treatment rates.

TRITON – TR SERIES FILTER By REM Inc.
Ph# (888.526.4736)
Sales@remfilters.com
Remfilters.com



**MADE IN
USA**

THE DESIGN AND DETAIL OF THIS DRAWING IS THE PROPERTY OF REM INC. AND IS NOT TO BE USED EXCEPT IN CONNECTION WITH OUR WORK, DESIGN AND INVENTION RIGHTS ARE RESERVED.

U.S. Patent Number:
6,217,757

PH: (888) 526-4736

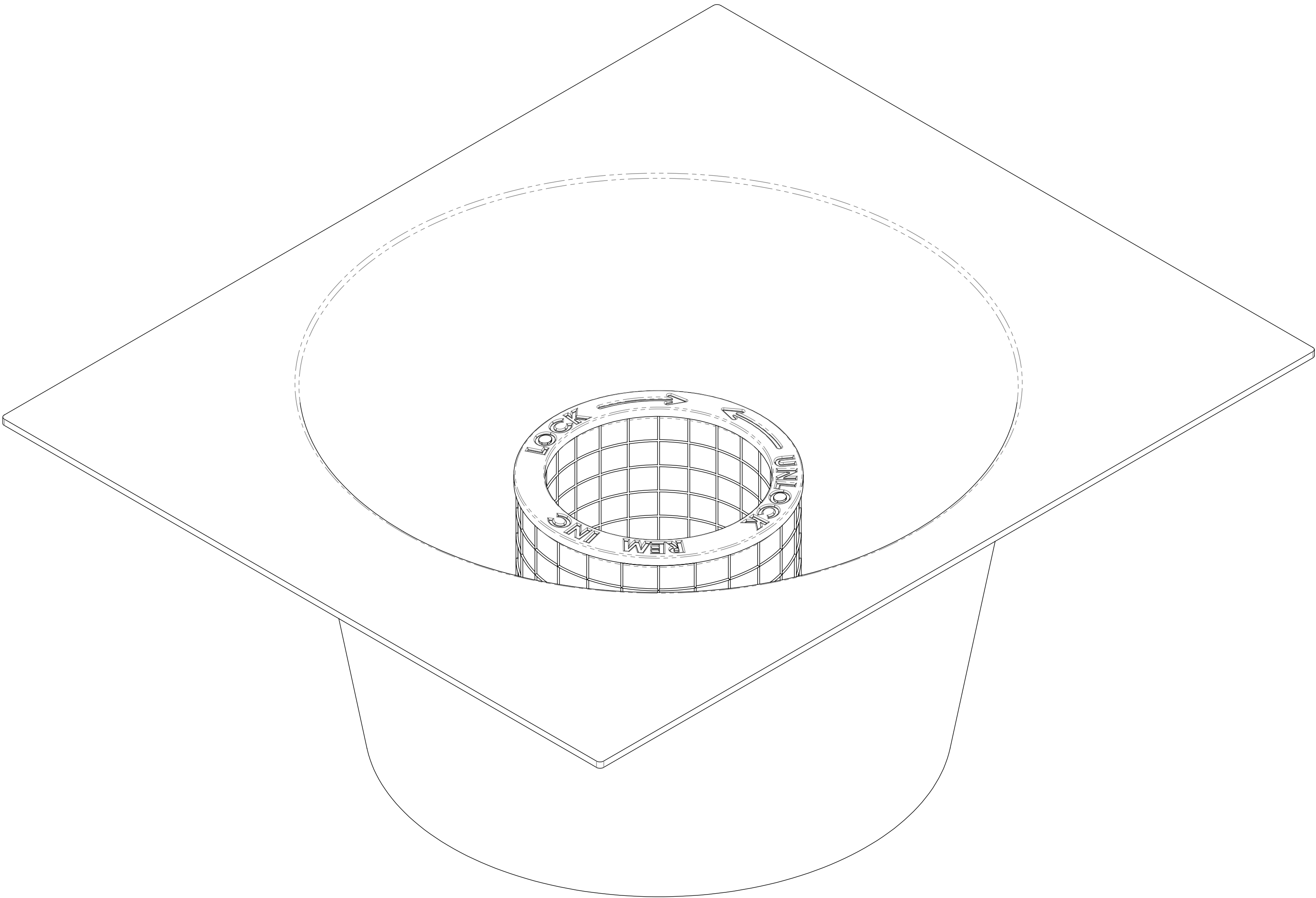
DIMENSIONS ARE IN INCHES
UNLESS OTHERWISE NOTED.

REM Inc.

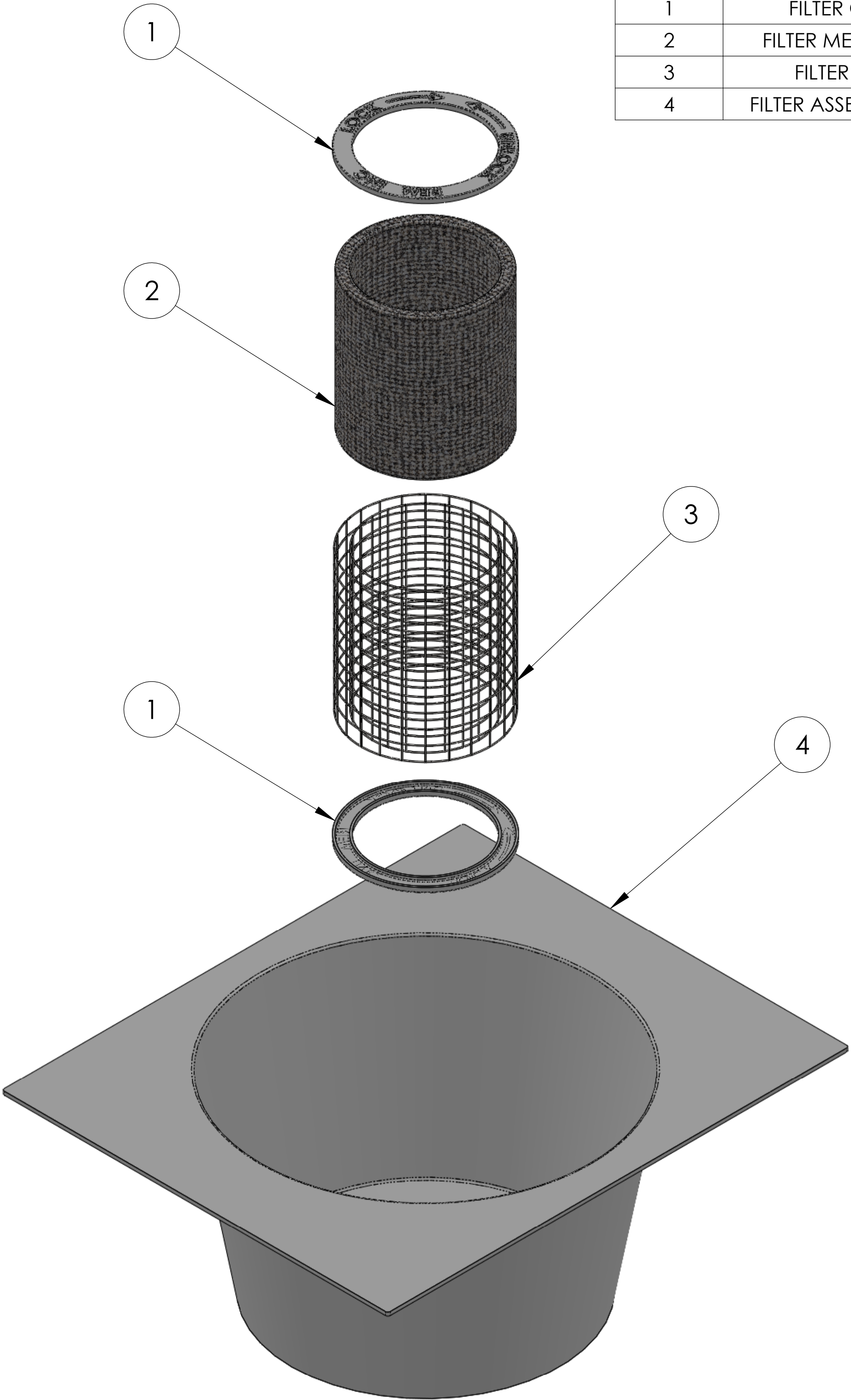
TRITON DROP INLET SERIES
(TRITON Cartridge System)

SCA 1/E	DRAWN BY: D.F.	FOR: Drop Inlet Combinations	REV
1/4 : 1	DATE: 9/12/2018	Pg.	1 OF 1

1. All dimensions are in inches, unless otherwise noted.
2. The TRITON - TR Series Drop Inlet Filters can be sized to fit most industry standard catch basins. REM also designs custom filters for unique storm water infrastructures and applications.
3. Filter bodies are constructed using non-reactive high density polyethylene plastic (HDPE) with added U.V. inhibitors.
4. Filter cartridge housings are constructed utilizing Type 304 Stainless Steel, with 2" welded square openings.
5. Removable cartridge tops are constructed utilizing over 40% recycled Non-reactive High Density Polystyrene Plastic with added U.V. inhibitors.
6. REM TRITON replacement Filter Media Packs are charged with REM FOG media an expanded volcanic ash medium treated to be highly hydrophobic housed in a durable geo-textile perforated polypropylene woven fabric. REM FOG media effectively encapsulates liquefied petroleum hydrocarbons (Fats, Oils & Grease including animal fats). The media's hydrophobic characteristic allows for greater polishing of flow resulting in the reduction of Total Suspended Solids (TSS). Suspended solid reduction includes but is not limited to debris, trash, silt sediment and agglomerated heavy metals. (Additional media options are available including mixed blends of granulated carbon [AC] and Zeolite [ZEO]). For trash/debris capturing only, Bioflex Media (BFTG) should be chosen.
7. REM TRITON filter cartridges are removable for ease of cleaning and maintenance.
8. The TRITON filter design requires water flows to filter through media, preventing low flow bypass.
9. Filter designs include a high flow overflow bypass to eliminate pooling or flooding during heavy rain events.
10. See REM Specifier Sheets for size, model and flow rate information.
11. REM TRITON filters shall be installed and maintained in accordance with manufacturer recommendations.
12. Maintenance information and replacement REM Media Packs are available upon request by contacting REM at sales@remfilters.com or (888) 526-4736.
13. U.S. Patent Number: 6,217,757 B1
14. Made in the USA.




ITEM NO.	DESCRIPTION	QTY.
1	FILTER COVER	2
2	FILTER MEDIA PACK	1
3	FILTER CAGE	1
4	FILTER ASSEMBLY BASE	1



PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS
DRAWING IS THE SOLE PROPERTY OF
<INSERT COMPANY NAME HERE>. ANY
REPRODUCTION IN PART OR AS A WHOLE
WITHOUT THE WRITTEN PERMISSION OF
<INSERT COMPANY NAME HERE> IS
PROHIBITED.

		UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ± ANGULAR: MATCH ± BEND ± ONE PLACE DECIMAL ± 0.2 TWO PLACE DECIMAL ± 0.1	DRAWN CHECKED ENG APPR. MFG APPR.	NAME A.C.	DATE 2/25/14
		INTERPRET ALL GEOMETRIC TOLERANCING PER: ASME MATERIAL	G.A. COMMENTS:		
NEXT ASSY	USED ON	FINISH			
APPLICATION					



REM
Revel Environmental Manufacturing Inc.
2110 South Grand Avenue
Carlsbad, California 92008
P: (760) 437-2878
F: (760) 437-2878

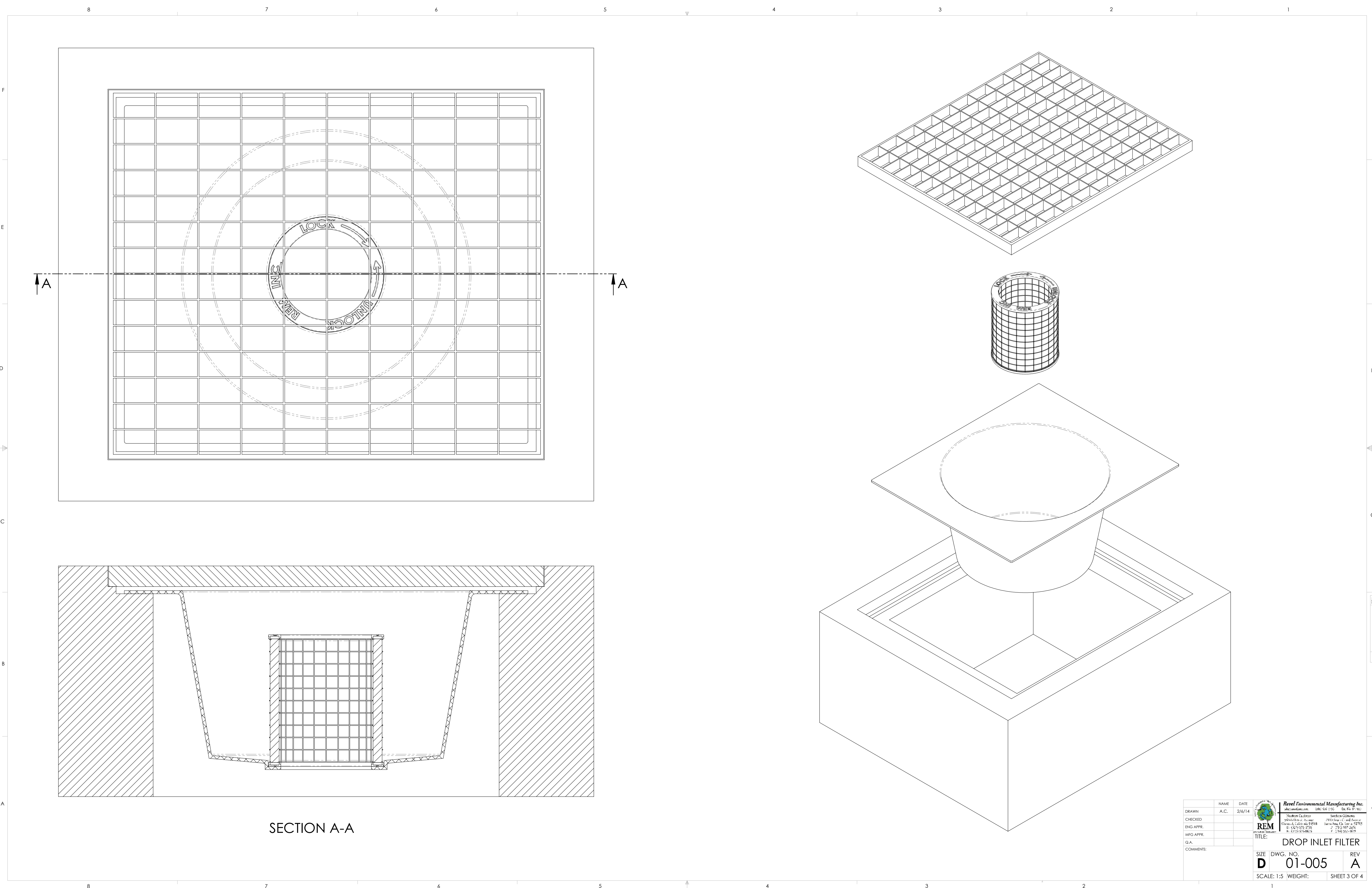
Drop Inlet Filter

SIZE DWG. NO. REV
D **01-005** **A**


SCALE: 1:4 WEIGHT: SHEET 1 OF 4

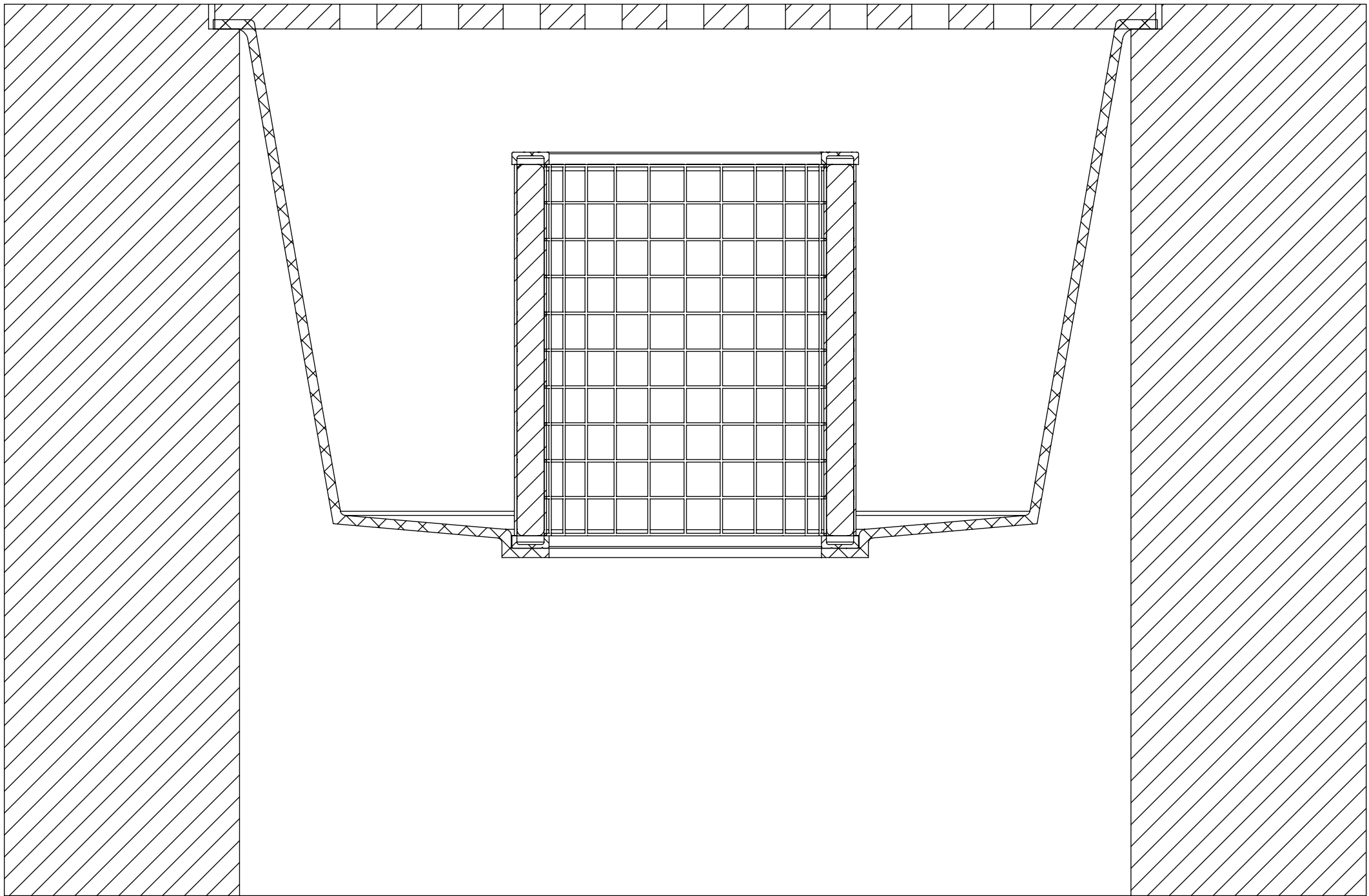
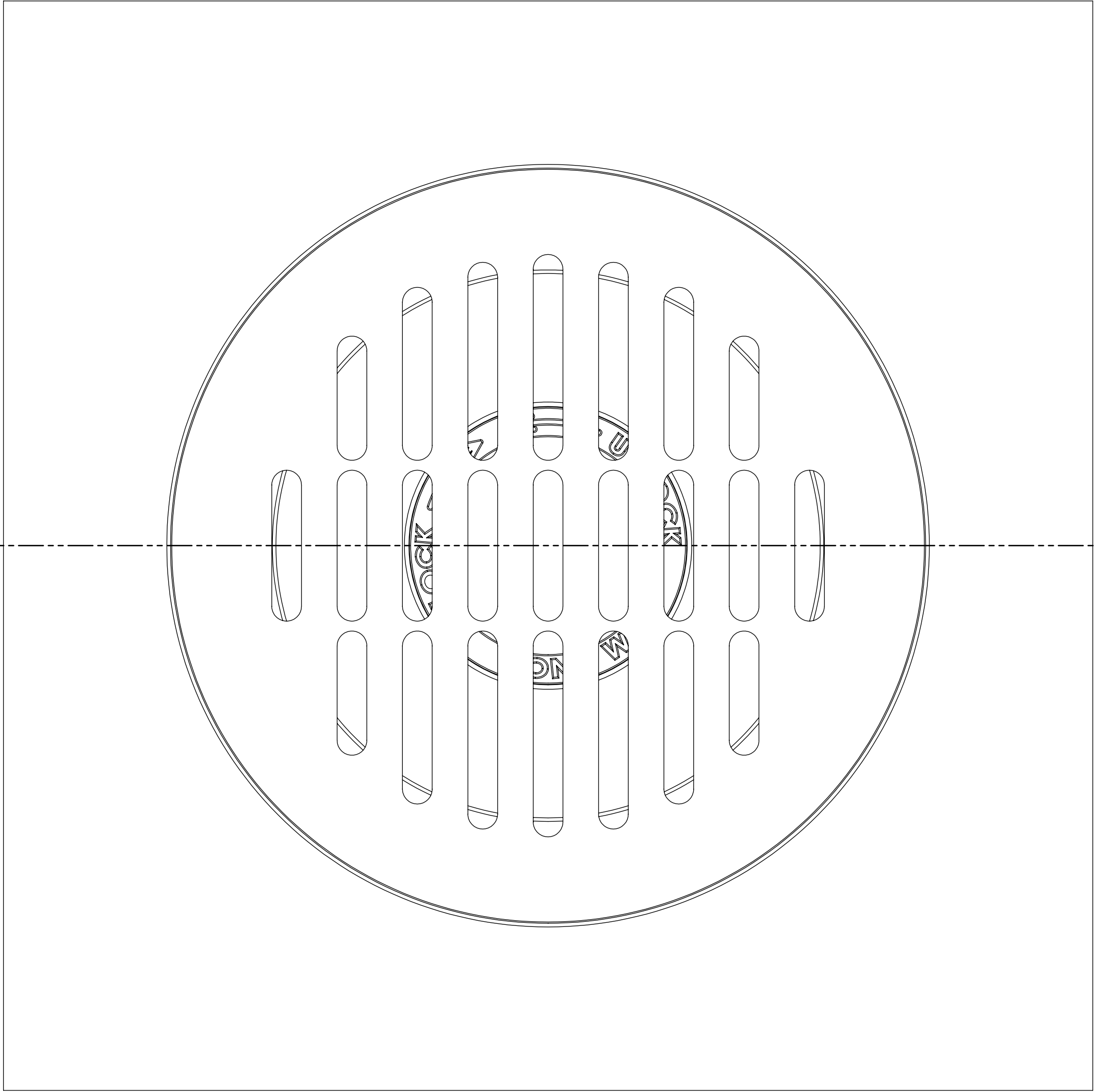


Δ

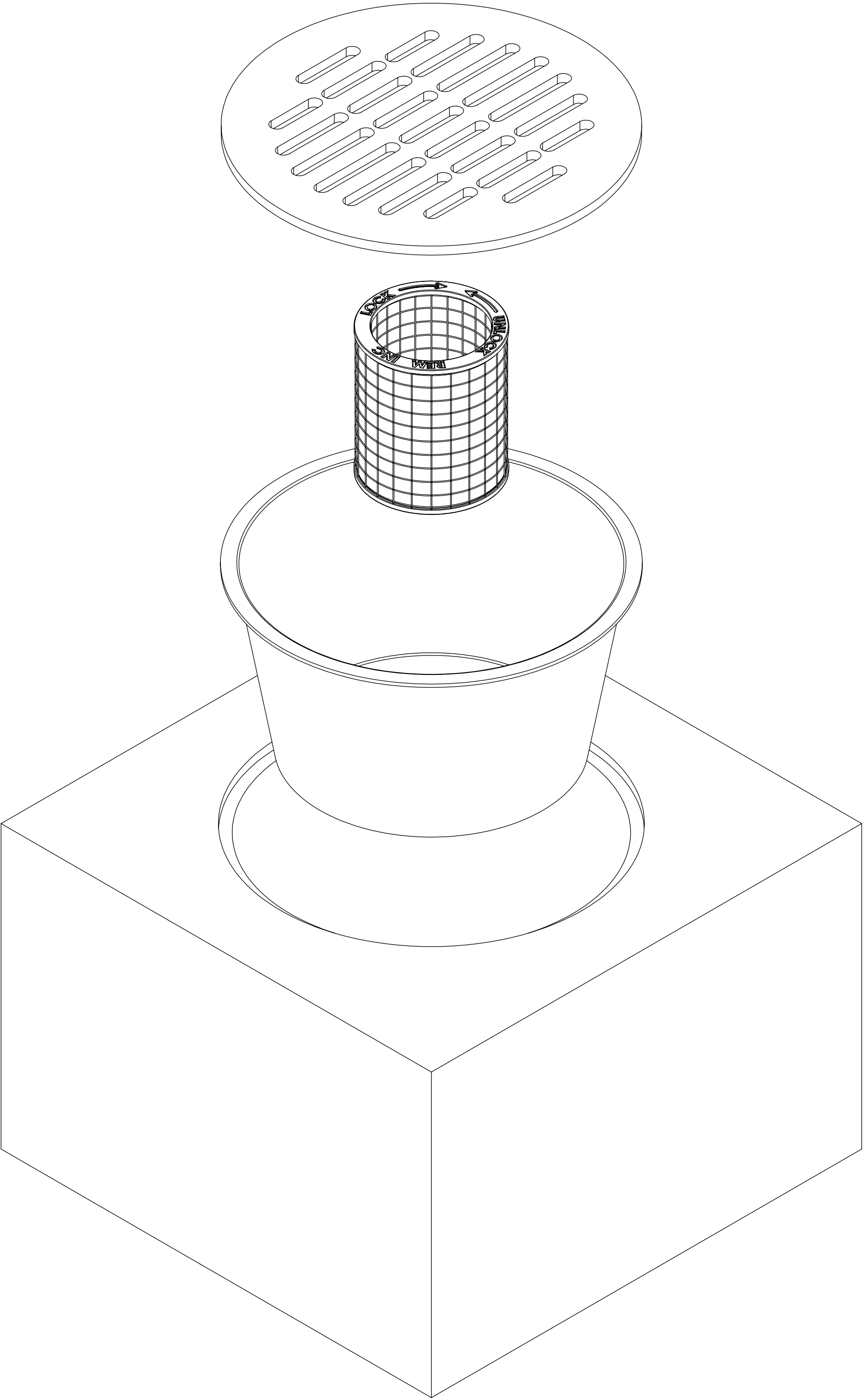



SECTION A-A

DRAWN	NAME	DATE	 REM Revel Environmental Manufacturing Inc. 20440 E. 1st Ave., Suite 200 Greenwood, CO 80530 P: 303.555.5555 F: 303.555.5555	Drop Inlet Filter	
CHECKED	A.C.	2/6/14		REV A	
ENG APPR.				REV	
MFG APPR.				REV	
Q.A.				REV	
COMMENTS:			TITLE: DROP INLET FILTER		
SIZE: DWG. NO. 01-005			REV A		
SCALE: 1:5 WEIGHT:			SHEET 3 OF 4		



SECTION B-B

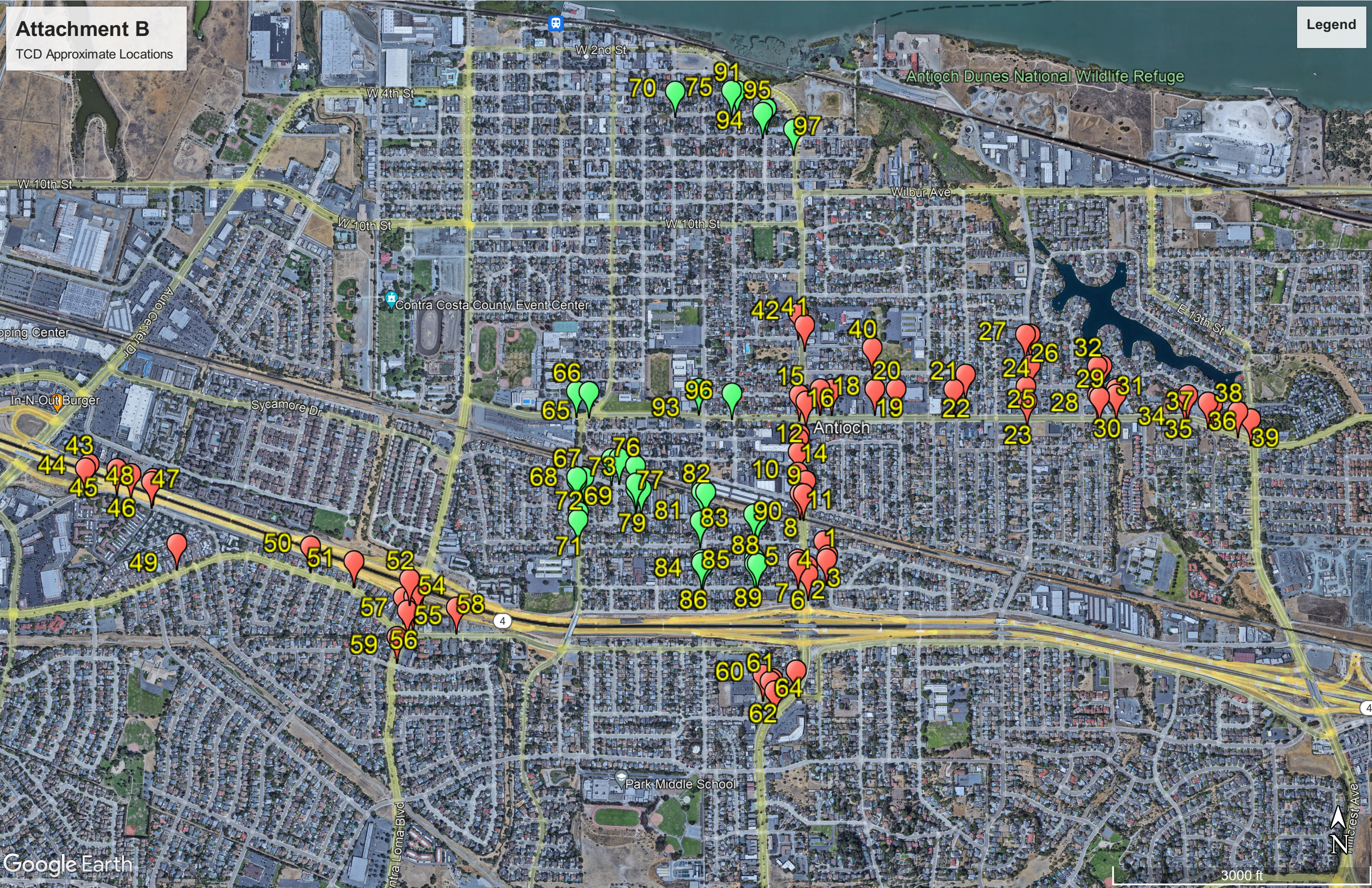


	NAME	DATE	 REM Revel Environmental Manufacturing Inc. 24444 E. 1st Ave. Suite 200 Denver, CO 80231 P: 303.555.5555 F: 303.555.5556	Drop Inlet Filter	
DRAWN	A.C.	2/25/14		SHEET 4 OF 4	
CHECKED					
ENG APPR.					
MFG APPR.					
G.A.			TITLE: DROP INLET FILTER		
COMMENTS:			SIZE: D DWG. NO. 01-005 REV A		
			SCALE: 1:5 WEIGHT: SHEET 4 OF 4		

Attachment B

TCD Approximate Locations

Legend



Attachment C

CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT

EXAMPLE

1. PARTIES AND DATE.

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

2. RECITALS.

2.1 Contractor.

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

2.2 Project.

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

3. TERMS.

3.1 Scope of Services and Term.

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

[**CONTRACT NAME**]

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.

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

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

3.2.13 **Bonds.**

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

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

3.2.13.3 **Bond Provisions.** Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made

under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

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

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

3.3 Fees and Payments.

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

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

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

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

3.3.5 California Labor Code Requirements

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the

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

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

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

3.4 Termination of Agreement.

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

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

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

3.4.4 Agreement Subject to Appropriation of Funds. The Contractor understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Antioch City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

3.5 General Provisions.

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

Contractor:

INSERT NAME, ADDRESS & CONTACT PERSON

City:

INSERT DEPARTMENT NAME / CONTACT PERSON

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

City:

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

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

3.5.2 Indemnification.

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

CONTRACT NAME

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 work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or

otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

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

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

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

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

3.5.19 Wage Theft Prevention.

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

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

AGREEMENT.

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

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

CITY OF ANTIOCH

[*INSERT CONTRACTOR NAME***]**

Approved By:

Rowland E. Bernal Jr.
City Manager

Signature

Name

ATTEST:

Title

Arne Simonsen
City Clerk, MMC

Approved As To Form:

Thomas Lloyd Smith
City Attorney

[CONTRACT NAME**]**

Attachment D

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Antioch (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations 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 Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
 ☐ General

Number of Pages

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Antioch (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

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 of America, for the payment of which sum well and truly to be made, 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 said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, 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 to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to

recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
 ☐ General

Number of Pages

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above