



DEPARTMENT OF PUBLIC WORKS

Request for Bid:

VARIOUS ASPHALT REPAIRS - SERVICE CUTS

BID NO. 968-0927-23A

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

Release Date: August 30, 2023

Bids Due: September 27, 2023 by 2:00 P.M.

I. GENERAL CONDITIONS

- 1. General Information** - The Public Works Department of the City of Antioch, California, will receive bid responses located at the City Clerk's Office at City Hall, 200 H St, 3rd Floor, Antioch, CA 94509 on **September 27, 2023 until 2:00PM**. Questions relating to specifications or technical questions must be submitted via email to Bryan Pitts at bpitts@antiochca.gov. Contractors are **NOT** to pursue City staff by telephone or in person.
- 2. Form of Bid** - The Bid shall be made on the attached Bid forms. If the form is deemed inadequate, additional information may be submitted with the Bid, 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 form, properly executed, and enclosed in a sealed envelope bearing the name of the vendor, the Bid number, due date, and Bid title. Forms are available and may be secured by prospective vendors at the City website at [RFPs – City of Antioch, California \(antiochca.gov\)](https://www.antiochca.gov). 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 vendor find discrepancies in, or omissions from the specifications, or should vendor be in doubt as to their true meaning, vendor shall submit a formal request to the Public Works Department for an interpretation thereof prior to the Bid opening to the attention of Bryan Pitts at bpitts@antiochca.gov. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of or change in the bid 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 September 13, 2023, and will be answered by September 20, 2023.**
- 4. Addenda** - Any addenda issued by the City during the time of request shall be covered in the Bid and shall be made a part of the contract. **Published Addenda must be signed and submitted with the final bid submission packet.**
- 5. Bid Opening** - Bids shall be delivered to the City Clerk's Office located at City Hall, 200 "H" St, Antioch, CA 94509 on or before the day and hour set for the opening of Bids. A contractor may withdraw their 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.
If within the past two years, a contractor has had a contract terminated early by the City of Antioch then contractor is disqualified from submitting Bids on any future projects for a two-year period from the date of termination.

- 9. Insurance Requirements** - Proposers acknowledge the City's insurance requirements as detailed in Attachment "B". Exceptions to City insurance requirements will not be made. Any Proposer unable to meet the insurance requirements at the time of the Bid Due date, as detailed, shall not be eligible for selection or award of contract.
- 10. Surety Bonds** – Contractor is required to provide the following surety bonds from an admitted and authorized surety in California. See attachment "C" for reference.
- Payment Bond
 - Performance Bond
- 11. 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 bpitts@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)].

- 12. 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.
- 13. Inspection** – All items furnished shall be subject to inspection by the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.

- 14. 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.
- 15. Brand Names** - The make or brand and grade of the article on which the bid is submitted should be stated on the bid form.
- 16. 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.
- 17. 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.
- 18. Tax** - No bid shall include federal excise tax, in as much 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.
- 19. 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.
- 20. 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 Bid; 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. 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.
- 21. 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.
- 22. 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.

- 23. 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.
- 24. 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.
- 25. 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 and every calendar days delay in finishing the contract.
- 26. 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 36 months following acceptance, Contractor shall be solely responsible for the correction of those defects.

27. Key Dates and Information –

RFP Release Date:	August 30, 2023
Title:	Various Asphalt Repairs – Service Cuts
Deadline for written questions/clarifications:	September 13, 2023, at 2:00 p.m. Send to: bpitts@antiochca.gov
Response to Written Questions:	September 20, 2023, at 4:00 p.m.
<i>Bid Due Date and Time:</i>	<i>September 27, 2023, by 2:00 p.m.</i>
Submittal:	One original, with ink signatures, and one copy of the response to this Request for Bid (RFB) must be sealed and must clearly display the Bidder’s business name, Bid No., and DIR Number .
Contract Manager:	Bryan Pitts Operations Supervisor Streets/Landscaping
Email Address:	bpitts@antiochca.gov
Address for Bid Submittals and Opening	City of Antioch – City Hall City Clerk’s Office 200 H St, 3rd Floor Antioch, CA 94509

II. SPECIFICATIONS

HOURS OF OPERATION

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

PAYMENTS & INVOICING

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

BONDS

Payment Bond is Required
Performance Bond is Required

CITY TO PROVIDE

- Inspection
- Locations and sizes of all areas to be repaired (see attached "Service Cuts List"). See "Exhibit 1" for Year 1 Service Cuts List.
- Disposal site will be provided to contractor within twelve miles of the work locations.

SCOPE OF WORK

The City of Antioch is requesting bids for a three-year (3) contract with an option to extend two (2) additional years at the City's sole discretion for the complete repair to areas in the roadway that have previously been damaged due to sanitary sewer or water distribution repairs (Service Cuts). The contractor will be required to remove all of the spoil to the specified depth and replace it with ½ inch Type A asphalt.

Work from the City provided Service Cuts List must be fully completed within 120 days of the date on the issued P.O. or the contractor is subject to liquidated damages specified in section 25 of General Conditions and agrees to reduce the price of the unfinished service cuts by 10%. A new Service Cuts List and P.O. will be provided on July 1, of every subsequent contract year. Work must be fully completed within 120 days of receiving the new fiscal year P.O. and new service cuts list. Work must begin within 15 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.

CONTRACTOR TO PROVIDE

A safe, motivated, and skilled crew capable of productively making the specified asphalt repairs in a highly efficient and productive manner. Contractor shall also be responsible for completing all aspects of the job including but not limited to labor, materials, equipment, no parking notification, traffic control and any other incidentals required to complete the work safely and efficiently. The contractor will be required to replace or redo any portion of the work that does not meet the approval of the City. The City of Antioch will be the sole judge of the quality of the work. All punch list work or redo's will be at the complete expense of the contractor. At least one crew member must be able to communicate with City staff in English both verbally and in writing. Contractor's crew members must act professionally and always communicate with City customers in a polite and courteous way. 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.

1. Saw Cutting: Contractor will be required to saw cut the existing asphalt in most service cut repair locations. Areas that need to be saw cut are identified on the "Service Cuts List". Where applicable the contractor must completely saw cut through the existing asphalt.
2. Adjusting of Existing Facilities: The contractor shall raise all existing facilities to grade after the paving has been completed. Work shall be completed per the City Details available on the City's website, [Capital Improvements Division – City of Antioch, California \(antiochca.gov\)](http://antiochca.gov) **Construction Details/Standard Specs** for raising iron: W-01, SD-01, SD-02,SD-03, SS-07, and ST-09. Any casting that is not suitable for reuse will be replaced by the City at no charge to the contractor. Finished product must be even with roadway and provide a smooth ride when driven over by a vehicle. The contractor will be required to replace or redo any piece of "Iron" that does not meet the approval of the City.
3. Excavation and Asphalt Replacement:
 - a) Contractor is to remove all existing material from the specified location to a depth as specified on the Service Cuts List.
 - b) If the existing asphalt is greater than specified on the Service Cuts List, then Contractor shall notify the City representative of the actual existing road depth and get prior approval from the representative to repair the service cut at the greater depth. Contractor shall receive payment for **additional asphalt depths** as bid in **Section D** of Bid Submittal Work Sheet.
 - c) Base material is to be compacted prior to the placement of asphalt.
 - d) If the contractor should damage the edges of the specified area, it will be required to expand the paving area at no expense to the City.
 - e) All edges of the specified repair shall be coated with SS1H tack oil prior to the placement of asphalt.
 - f) For depths 3" the asphalt may be placed in one lift. For all depths greater than 3" the contractor must place the asphalt in multiple lifts as approved by the City representative.
 - g) Asphalt must be finished to provide a smooth and compacted area. Finish paving must ride "smoothly" and to the satisfaction of the City representative.
 - h) Existing edges of the specified areas are to remain free of all new asphalt.

- i) New asphalt paving must be free of any areas that demonstrate segregation, raveling or excess rock.
 - j) Contractor is responsible to have any and all underground utilities marked and cleared by USA North before work is started at any of the assigned service cut locations. Any damage to any and all underground utilities is the sole responsibility of the Contractor.
4. 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.
 5. 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.
 6. Striping / Permanent Traffic Markings: Contractor to be fully responsible for all replacement of 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.
 7. 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.
 8. Additional Terms: An additional \$100,000 in contingency will be placed on each contract year Purchase Order for additional work that may come over the course of the contract. The additional contingency amount on any Purchase Order issued is not a guarantee of work; it is only a place holder in case additional asphalt repair work is needed.
 9. 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.
 10. Estimated Values: The values for square footage, linear feet, valves, manholes, and rodding inlets for Year 1 of the contract term are actual measured values and reflect the amount of work that will be completed in the first year of the contract term. All values listed for Years 2-5 are estimates for bidding purposes only and are not a guarantee of work.

BID SUBMITTAL WORK SHEET - BID NO. 968-0927-23A

Your Company Name: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

SEE "EXHIBIT 1" FOR YEAR 1 SERVICE CUTS LIST.

Quantities for Year 1 have been measured in the field and reflect actual values for the first contract year. Years 2,3,4, and 5 are estimated values for bidding purposes only. Any estimated values are not a guarantee of work.

A.) SAW CUTTING

YEAR 1		YEAR 2		YEAR 3	
\$	x 19,423	\$	x 10,000	\$	x 10,000
COST PER LINEAR FT	TOTAL LINEAR FT	COST PER LINEAR FT	TOTAL LINEAR FT	COST PER LINEAR FT	TOTAL LINEAR FT
TOTAL	=	TOTAL	=	TOTAL	=

OPTIONAL YEARS:

YEAR 4		YEAR 5	
\$	x 10,000	\$	x 10,000
COST PER LINEAR FT	TOTAL LINEAR FT	COST PER LINEAR FT	TOTAL LINEAR FT
TOTAL	=	TOTAL	=

B.) ADJUSTING OF EXISTING FACILITIES

<u>YEAR 1</u>				<u>YEAR 2</u>				<u>YEAR 3</u>						
COST PER UNIT		QTY		COST PER UNIT		QTY		COST PER UNIT		QTY				
VALVE CAN	\$ _____	X	162	=	\$ _____	VALVE CAN	\$ _____	X	50	=	\$ _____			
MANHOLES	\$ _____	X	5	=	\$ _____	MANHOLES	\$ _____	X	10	=	\$ _____			
RODDING INLETS	\$ _____	X	0	=	\$ _____	RODDING INLETS	\$ _____	X	1	=	\$ _____			
		TOTAL	=	\$ _____			TOTAL	=	\$ _____			TOTAL	=	\$ _____

OPTIONAL YEARS:

<u>YEAR 4</u>				<u>YEAR 5</u>										
COST PER UNIT		QTY		COST PER UNIT		QTY								
VALVE CAN	\$ _____	X	50	=	\$ _____	VALVE CAN	\$ _____	X	50	=	\$ _____			
MANHOLES	\$ _____	X	10	=	\$ _____	MANHOLES	\$ _____	X	10	=	\$ _____			
RODDING INLETS	\$ _____	X	1	=	\$ _____	RODDING INLETS	\$ _____	X	1	=	\$ _____			
		TOTAL	=	\$ _____			TOTAL	=	\$ _____			TOTAL	=	\$ _____

C.) EXCAVATION, ASPHALT REPLACEMENT, POSTING / NO PARKING, TRAFFIC CONTROL / JOB SITE, STRIPING/ PERMANENT TRAFFIC, SCHEDULE. All to be included in the sq. ft. price for asphalt paving and excavation BELOW.

<u>YEAR 1</u>			<u>YEAR 2</u>			<u>YEAR 3</u>					
\$ _____	X	72,896	\$ _____	X	50,000	\$ _____	X	50,000			
COST PER SQ FT		TOTAL SQ FT	COST PER SQ FT		TOTAL SQ FT	COST PER SQ FT		TOTAL SQ FT			
TOTAL	=	\$		TOTAL	=	\$		TOTAL	=	\$	

OPTIONAL YEARS:

<u>YEAR 4</u>			<u>YEAR 5</u>				
\$ _____	X	50,000	\$ _____	X	50,000		
COST PER SQ FT		TOTAL SQ FT	COST PER SQ FT		TOTAL SQ FT		
TOTAL	=	\$		TOTAL	=	\$	

SUMMARY OF TOTALS FOR PARTS A - C

The Grand Total Sum for each contract year shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved to complete all service cut repairs and conforming to the specifications of this bid package as outlined in the Scope of Work section and Bid Submittal Worksheets.

	YEAR 1		YEAR 2		YEAR 3
GRAND TOTAL	\$ _____	GRAND TOTAL	\$ _____	GRAND TOTAL	\$ _____
	SUM OF ALL TOTALS		SUM OF ALL TOTALS		SUM OF ALL TOTALS

OPTIONAL YEARS:

	YEAR 4		YEAR 5
GRAND TOTAL	\$ _____	GRAND TOTAL	\$ _____
	SUM OF ALL TOTALS		SUM OF ALL TOTALS

FIVE (5) YEAR GRAND TOTAL BID PRICE: \$ _____

D.) ASPHALT PRICE PER SQ. FT FOR SERVICE CUT DEPTHS GREATER THAN SPECIFIED IN THE SERVICE CUTS LIST (EXHIBIT 1)

	YEAR 1		YEAR 2		YEAR 3
4 INCHES	\$ _____	4 INCHES	\$ _____	4 INCHES	\$ _____
5 INCHES	\$ _____	5 INCHES	\$ _____	5 INCHES	\$ _____
6 INCHES	\$ _____	6 INCHES	\$ _____	6 INCHES	\$ _____
7 INCHES	\$ _____	7 INCHES	\$ _____	7 INCHES	\$ _____
8 INCHES	\$ _____	8 INCHES	\$ _____	8 INCHES	\$ _____

	YEAR 4		YEAR 5
4 INCHES	\$ _____	4 INCHES	\$ _____
5 INCHES	\$ _____	5 INCHES	\$ _____
6 INCHES	\$ _____	6 INCHES	\$ _____
7 INCHES	\$ _____	7 INCHES	\$ _____
8 INCHES	\$ _____	8 INCHES	\$ _____

LIST OF SUBCONTRACTORS

**CITY OF ANTIOCH
 Various Asphalt Repairs - Service Cuts
 Bid No. 968-0927-23A**

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

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

**CITY OF ANTIOCH
Various Asphalt Repairs - Service Cuts
Bid No. 968-0927-23A**

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

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

DELIVER BID SUBMITTAL TO:
CITY OF ANTIOCH, CITY CLERKS OFFICE
Bid NO. 968-0927-23A
200 H St, 3rd Floor
Antioch, CA 94509

NON-COLLUSION AFFIDAVIT

THIS PAGE MUST BE NOTARIZED

**CITY OF ANTIOCH
Various Asphalt Repairs - Service Cuts
Bid No. 968-0927-23A**

The contractor, 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 proposer, or with any public officer of the CITY OF ANTIOCH whereby such affiant or affiants or either of them has paid or is to pay to such proposer or public officer any sum of money, or has given or is to give to such other proposer or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly entered into any arrangement or agreement with any other proposer or proposers, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached 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 Bids 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 proposer any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this Bid

NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me by:

This _____ day of _____, 20_____

Notary Public

ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

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

- a. PERSONAL INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE of not less than limits of FIVE MILLION DOLLARS (\$2,000,000) per occurrence and FIVE MILLION DOLLARS (\$2,000,000) in the annual aggregate
- b. RAILROAD PROTECTIVE LIABILITY INSURANCE - All exclusion on the liability policy limiting coverage for work near a railroad shall be removed or a Railroad Protective Liability policy in favor of the City shall be provided. Limits for such coverage shall be no less than \$5,000,000 *(Required if the Contractor's services include work within 50 feet of a railroad right of way)*
- c. AUTOMOBILE LIABILITY INSURANCE of not less than limits of ONE MILLION DOLLARS (\$1,000,000) per occurrence/accident
- d. WORKERS' COMPENSATION INSURANCE, as per statutory requirement.
- e. EMPLOYER'S LIABILITY INSURANCE of not less than the limits of ONE MILLION DOLLARS (\$1,000,000) per accident and ONE MILLION DOLLARS (\$1,000,000) each employee by disease.
- f. BUILDER'S RISK / COURSE OF CONSTRUCTION INSURANCE - Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. *(If Required – Typical for vertical construct projects)*
- g. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS INSURANCE of not less than the limits of *(If Required – Typical for Design/Build projects)* ONE MILLION DOLLARS (\$1,000,000) per occurrence and ONE MILLION DOLLARS (\$2,000,000) policy aggregate.
- h. POLLUTION LEGAL LIABILITY / ASBESTOS LEGAL LIABILITY INSURANCE of not less than the limits of *(If Required – Typical for environmentally hazardous conditions or work)* ONE MILLION DOLLARS (\$1,000,000) per occurrence and ONE MILLION DOLLARS (\$2,000,000) policy aggregate.

Signature of Bidder/Title

Date

END OF ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Title: VARIOUS ASPHALT REPAIRS – SERVICE CUTS

**Bids to be received by 2:00 PM
SEPTEMBER 27, 2023.
Office of the City Clerk,
City Hall, Antioch, CA**

INSTRUCTIONS TO BIDDERS

A. Bidders are directed to submit firm unit and lump sum prices for all work set forth in the Contract Documents on the following form entitled “Schedule of Bid Prices” (“Schedule”). Unit prices, lump sum prices and extended amounts must be entered in the appropriate spaces provided in the Schedule. Unit prices shall be multiplied by the Quantities shown, and the total shall be inserted in the EXTENDED AMOUNT column. In the event of any error or discrepancy between the Unit Price and the calculated EXTENDED AMOUNT, the Unit Price shall govern. The amounts shown in the EXTENDED AMOUNT column must be added together in arriving at the Total Bid Price, including any Bid Options amount (if applicable). Any mathematical errors that appear on the face of the bid will be corrected by the City and the City will use the mathematically corrected total in its bid evaluation.

Amounts for Allowance bid items must be entered in the exact amount in the EXTENDED AMOUNT column. The prices included within the Schedule of Bid Prices include all costs for labor, materials, tools, equipment, services, subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit and all other costs necessary to perform the work in accordance with the Contract Documents.

B. The Total Bid Price shall be the sum of the amounts bid for each of the designated portions of the work, including the Base Bid and any Bid Options. The contract shall be awarded on the basis of the Total Bid Price.

1.02 BID PRICES

A. The Contractor’s bid prices provided on a unit price basis shall remain firm and shall not be subject to adjustment, unless and until the actual quantity of work is increased or decreased by Contract Change Order in an amount greater than 25% from the estimated quantity indicated for such item.

1.03 UNBALANCED BIDS

All prices provided for each bid item shall be inclusive of all direct costs of the covered work (including all direct costs of subcontractors and suppliers), plus a proportionate share of the costs for general requirements, overhead, insurance, applicable taxes, and any other indirect costs and profit. Bidders are strongly discouraged from submitting unbalanced bids. As used herein, the term “unbalanced bid” is defined as any bid that does not include a reasonable proportionate allocation of indirect costs and profit to each bid item indicated in the Schedule of Bid Prices. The City reserves the right to reject any unbalanced bid if the City determines that there is a reasonable doubt that an acceptance of the bid will not result in the lowest ultimate cost to the City with regard to the work.

The City reserves the right to delete any bid item in its entirety and/or significantly reduce the quantity of work under a bid item. The City makes no representation that any work under a bid item will be performed during the course of the Project or that the work will be performed at the quantities indicated in the Schedule of Bid Prices. Contractor shall not be entitled to payment of the indirect costs and profit included for said bid item. All bid items shall be considered distinct and severable from the remaining bid items and each Bidder acts at its peril if its bid is unbalanced.

BID FORMS

Due on or before the date of Bid Opening

Each of the following Bid Forms must be completed as part of each Bidder's bid and shall be submitted before the specified time and date of the Bid Opening as identified in the Notice Inviting Bids.

1. Bid Submittal Worksheet
2. List of Subcontractors
3. Bidder's Information Sheet
4. Non-Collusion Certification
5. Acknowledgement of Insurance Requirements
6. Any published addenda

"EHXIBIT 1"

SERVICE CUTS LIST - YEAR 1

Line Item	Address	Dimensions/ Saw Cut Size			Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
1	1114 D ST	14	x	23	322		CUT				yellow button
2	1114 D ST	11	x	19	209		CUT				yellow button
3	1307 W 4TH ST	10	x	18	180		CUT				
4	1307 W 4TH ST	4	x	33	132		CUT				
5	1307 W 4TH ST	6	x	17	102		CUT				
6	916 W 10TH ST	6	x	12	72		CUT				yellow button
7	916 W 10TH ST	6	x	12	72		CUT				yellow button
8	900 W 10TH ST	7	x	20	140		CUT				yellow button
9	1730 SPRINGWOOD WAY	8	x	9	72		CUT				
10	1111 W 4TH ST	5	x	5	25		20				
11	1111 W 4TH ST	8	x	8	64		24				
12	3021 SUNFLOWER DR	10	x	13	130		33				
13	900 W 10TH ST	6	x	13	78		CUT				yellow button
14	424 W 20TH ST	8	x	8	64		24				
15	424 W 20TH ST	5	x	4	20		18				
16	3017 SUNSET LN	8	x	7	56		22				
17	5297 JUDSONVILLE DR	9	x	12	108		33	1			
18	2329 HILLIARD CIR	10	x	11	110		42				
19	3109 ALMOND TREE CT	7	x	12	84		38				
20	5314 JUDSONVILLE DR	9	x	12	108		33	1			
21	WORRELL RD	9	x	10	90		38	2			
22	MORRO CT	8	x	9	72		34				
23	3028 ELMO RD	9	x	10	90		38				
24	10 HELMUTH LN	7	x	9	63		32				
25	425 FULTON SHIPYARD RD	9	x	9	81		36				
26	MAMMOTH WAY	9	x	11	99		40	2			
27	2484 MAMMOTH WAY	10	x	13	130		36	2			
28	1522 WISNER DR	6	x	7	42		20				
29	2116 RESEDA WAY	11	x	12	132		34				
30	2933 SUNSET LN	15	x	15	225		60	1			

Line Item	Address	Dimensions/ Saw Cut Size			Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
31	87 GREENSBORO WAY	8	x	12	96		40				
32	5326 WEST HARTLEY CT	19	x	23	437		53	1			
33	2830 LONE TREE WAY	4	x	8	32	5"	16				
34	4525 FALLOW WAY	9	x	11	99		40				
35	5112 TRAIL RIDGE CT	10	x	11	110		32	1			
36	HANSEN DR	12	x	13	156		38	1			
37	4913 UNION MINE CT	8	x	11	88		27	1			
38	4160 S ROYAL LINKS CIR	11	x	13	143		35				
39	3225 ASHLEY WAY	17	x	18	306		53				
40	4935 EUREKA MINE CT	14	x	15	210		44	1			
41	3918 MEAD ST	12	x	14	168		38	1			
42	5008 ROCKWALL WAY	10	x	10	100		30	1			
43	2452 SEQUOIA DR	9	x	9	81		36				
44	1107 RANCH POINT WAY	11	x	11	121		33	1			
45	5124 RODEO CT	11	x	16	176		38				
46	4031 MOLLER RANCH CT	8	x	9	72		34				
47	1307 W 4TH ST	10	x	18	180		56				
48	1307 W 4TH ST	5	x	37	185		74				
49	1307 W 4TH ST	6	x	17	102		46				
50	5040 WITHEROW WAY	11	x	17	187		39	1			
51	4032 ST ANDREWS WAY	9	x	17	153		35	1			
52	2125 MEREDITH WAY	9	x	11	99		40				
53	5085 DEER VALLEY RD	8	x	8	64		32	1			
54	5026 HOLLOW RIDGE WAY	10	x	12	120		32	1			
55	5082 HANSEN DR	15	x	20	300		50	1			
56	1913 CALAVERAS CIR	13	x	13	169		52	2			
57	117 SHAHAN CT	4	x	4	16		16				
58	117 SHAHAN CT	10	x	13	130		46				
59	1908 BLOSSOM DR	9	x	10	90		29				
60	5056 UNION MINE DR	13	x	13	169		39	1			
61	2304 A ST	8	x	18	144	5"	24	1			

Line Item	Address	Dimensions/ Saw Cut Size			Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
62	1301 D ST	5	x	13	65		31				
63	2924 CAMBY RD	8	x	9	72		26				
64	2615 CROW CT	4	x	17	68		CUT				
65	800 W 9TH ST	8	x	10	80		36				
66	5185 HANSEN DR	14	x	16	224		44	1			
67	2012 PUTNAM ST	7	x	10	70		24				
68	124 E 16TH ST	5	x	6	30		16				
69	1817 WOODLAND DR	12	x	13	156		37				
70	1311 LOUIS DR	13	x	13	169		39				
71	4132 S ROYAL LINKS CIR	15	x	38	570		68				
72	3234 WESTBOURNE DR	11	x	12	132		46				
73	409 LIMWOOD DR	12	x	22	264		66				
74	424 W 4TH ST	9	x	11	99		CUT				
75	819 W 2ND ST	7	x	9	63		23	1			
76	5400 MOJAVE WAY	10	x	13	130		36				
77	5223 HUNSAKER CT	13	x	21	273		47	1			
78	2009 CHICKIE ST	11	x	30	330		52				
79	5033 WAGON WHEEL WAY	8	x	15	120		31				
80	1732 MAHOGANY WAY	12	x	22	264		46				
81	421 CHRISTINA CT	7	x	9	63		32				
82	5074 CARBONDALE WAY	14	x	16	224		46	1			
83	4765 BROOMTAIL CT	9	x	12	108		30	1			
84	2308 L ST	10	x	10	100		30				
85	224 BROOKSIDE DR	10	x	12	120		34				
86	5108 HANSEN DR	18	x	23	414		64	1			
87	5125 HAYWARD CT	12	x	13	156		38	1			blue reflector
88	5235 JUDSONVILLE DR	11	x	13	143		37	1			
89	5235 JUDSONVILLE DR	9	x	12	108		42				
90	5169 HANSEN DR	13	x	22	286		48	1			
91	110 WORRELL RD	10	x	17	170		54				
92	4205 AMARGOSA DR	12	x	15	180		42				

Line Item	Address	Dimensions/ Saw Cut Size			Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
93	300 W 6TH ST	7	x	10	70		24				
94	2132 ARZATE LN	6	x	7	42		19				
95	800 GATTER CT	6	x	7	42		26				
96	3605 TIMOTHY PL	11	x	13	143		37				
97	1114 COOK ST	8	x	8	64		32	1			
98	3512 STONE PL	10	x	10	100		40				
99	2335 PEACHTREE CIR	9	x	9	81		36				
100	4053 ROCKFORD DR	10	x	15	150		35				
101	523 W 10TH ST	7	x	9	63		25				
102	4025 ST ANDREWS WAY	10	x	30	300		50				
103	2517 CRYSTAL WAY	10	x	10	100		30				
104	1874 FOSTER MTN CT	13	x	13	169		39				
105	2305 D ST	5	x	8	40		18				
106	112 E 6TH ST	9	x	9	81		36				
107	117 CLEARBROOK RD	9	x	18	162		36				
108	2 N LAKE DR	5	x	8	40		18				6" white thermo
109	4000 BANBURY WAY	11	x	17	187		56				Thermo STOP
110	43 W 18TH ST	8	x	15	120		38				
111	2605 TRUMAN CT	11	x	14	154		50				
112	1969 WINDY PEAK CT	13	x	20	260		66				
113	2200 LAFATETTE DR	14	x	40	560		68				needs concrete repairs
114	2804 G ST	9	x	10	90		38				
115	1012 E ST	5	x	7	35		17	1			
116	1326 VERONICA CT	16	x	20	320		56				parking stalls thermo
117	1326 VERONICA CT	8	x	12	96		40				
118	5234 HENDERSON CT	9	x	11	99		31	1			blue reflector
119	5217 HANSEN DR	11	x	15	165		37	1			
120	2120 LEMONTREE WAY	9	x	13	117		44				
121	1513 MARIE AVE	8	x	9	72		25				
122	2134 CASITAS CT	9	x	18	162		63				
123	1100 C ST	7	x	28	196		63				

Line Item	Address	Dimensions/ Saw Cut Size			Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
126	3337 BEAR RIDGE WAY	11	x	12	132		35				
127	5224 JUDSONVILLE DR	8	x	8	64		32	1			
128	2108 MEREDITH WAY	17	x	22	374		56				
129	3120 WESTBOURNE DR	9	x	10	90		38				
130	3120 WESTBOURNE DR	5	x	7	35		17				
131	5216 JUDSONVILLE DR	8	x	10	80		36	1			
132	5239 JUDSONVILLE DR	11	x	13	143		37	1			
133	2411 LINDBERG ST (on Texas)	7	x	14	98		42				
134	113 WORRELL RD	11	x	20	220		51				yellow buttons
135	113 WORRELL RD	10	x	17	170		54				yellow buttons
136	4025 ST ANDREWS WAY	13	x	20	260		46				
137	2517 CRYSTAL WAY	10	x	10	100		30				
138	112 E 6TH ST	9	x	10	90		38				
139	924 GLADE CT	8	x	9	72		26				
140	4 LAWRENCE AVE	10	x	11	110		46				
141	121 DAPHNE CT	8	x	10	80		36				
142	3227 WESTBOURNE DR	9	x	12	108		30				
143	908 MINAKER DR	5	x	55	275		65				
144	908 MINAKER DR	11	x	13	143		48				
145	1438 HILL DR	9	x	19	171		56				
146	1438 HILL DR	4	x	4	16		12				
147	322 W 9TH ST	8	x	8	64		32				
148	W 9TH ST	9	x	9	81		27				
149	1411 A ST	7	x	12	84		CUT				8" stacking lane thermo
150	1609 MARIE AVE	7	x	12	84		38				
151	1846 BUCK MTN CT	8	x	12	96		40				
152	609 LYNN AVE	8	x	8	64		32	1			
153	3230 WESTBOURNE DR	10	x	11	110		42				
154	2615 CROW CT	2	x	41	82		CUT				
155	2615 CROW CT	6	x	7	42		CUT				
156	DAVISON DR	8	x	19	152	5"	46				

Line Item	Address	Dimensions/ Saw Cut Size			Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
157	101 W 6TH ST (on B st.)	6	x	20	120		46				
158	1009 BRIGHTON CT	5	x	6	30		16				
159	1009 BRIGHTON CT	11	x	15	165		52				
160	1006 SEARSPORT CT	10	x	10	100		40				
161	W 3RD ST (@ K st.)	8	x	8	64		32				
162	4964 MESA RIDGE DR	9	x	11	99		40				
163	4964 MESA RIDGE DR	8	x	11	88		38				
164	4964 MESA RIDGE DR	10	x	14	140		24				
165	3587 WAXWING CT	7	x	14	98		28				
166	3201 WESTBOURNE DR	7	x	10	70		34				
167	3005 MONROE CT	9	x	26	234		70				
168	PLYMOUTH LN	7	x	9	63		32	1			
169	2332 CYPRESS ST	10	x	14	140		38				
171	3171 WESTBOURNE DR	9	x	10	90		29				
172	901 MINAKER DR	11	x	12	132		34				8" stacking lane thermo
173	901 MINAKER DR	7	x	9	63		23				
174	2109 MEREDITH WAY	17	x	22	374		56				
175	2013 CRESTWOOD DR	7	x	8	56		22	1			
176	3231 WESTBOURNE DR	8	x	9	72		34				
177	3231 WESTBOURNE DR	5	x	5	25		20				
178	3507 STONE PL	9	x	12	108		33				
179	1600 DAISY WAY	10	x	13	130		36				
180	4165 S ROYAL LINKS CIR	4	x	13	52		21				
181	3207 MOUNTAIRE DR	8	x	11	88		27				
182	W 8TH ST (# 500)	8	x	9	72		34				
183	430 W 20TH ST	9	x	14	126		32				
184	430 W 20TH ST	4	x	5	20		18				
185	804 DONHAM CT	8	x	9	72		25				
186	2601 ITHACA LN	17	x	18	306		52				4" bike lane thermo
187	200 W 4TH ST	11	x	12	132		46	1			

Line Item	Address	Dimensions/ Saw Cut Size			Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
188	W 5TH ST (# 100)	9	x	14	126		46	1			
189	2005 GLENWOOD DR	11	x	14	154		36				
190	1001 WORTHINGTON CT	8	x	10	80		36				
191	1001 WORTHINGTON CT	9	x	11	99		29				
192	110 W 20TH ST	18	x	18	324		54				
193	1002 W 2ND ST	9	x	16	144		50				
194	DAVISON DR (E. of VanBuren)	6	x	14	84	5"	40				
195	MOUNTAIRE DR (# 3300)	9	x	11	99		29	1			Thermo STOP
196	1005 WORTHINGTON CT	11	x	12	132		46				
197	14 BRYAN AVE	6	x	14	84		40				
198	14 BRYAN AVE	5	x	20	100		45				
199	2900 MAYFLOWER DR	8	x	12	96		40				
200	1000 WORTHINGTON CT	5	x	5	25		15				
201	3130 WESTBOURNE DR	9	x	13	117		44				
202	3130 WESTBOURNE DR	3	x	7	21		13				
203	3126 WESTBOURNE DR	8	x	15	120		46				
204	3126 WESTBOURNE DR	9	x	11	99		40				
205	3126 WESTBOURNE DR	4	x	10	40		14				
206	3105 WESTBOURNE DR	9	x	14	126		32				
207	3010 CAREY ST	8	x	9	72		25	1			
208	1012 E ST	7	x	12	84		36				
209	515 C ST	8	x	8	64		24				
210	2713 WINDING LN	9	x	9	81		27	1			
211	317 W 19TH ST	6	x	14	84		CUT				
212	3121 WESTBOURNE DR	10	x	11	110		42				
213	3134 WESTBOURNE DR	7	x	11	77		36				
214	3134 WESTBOURNE DR	5	x	5	25		15				
215	3100 WESTBOURNE DR	3	x	4	12		10				
216	3100 WESTBOURNE DR	9	x	10	90		38				
217	2894 DANDELION CIR	8	x	5	40		26				
218	2894 DANDELION CIR	8	x	12	96		40				

Line Item	Address	Dimensions/ Saw Cut Size			Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
219	260 WILLIAM REED DR	9	x	10	90		38	1			
220	4516 GOLDEN HILLS CT	16	x	18	288		68				parking stalls thermo
221	DEER VALLEY RD	6	x	7	42		CUT				
222	1 HELMUTH LN	7	x	8	56		30				
223	BLACK OAK WAY (#521)	8	x	10	80		36				
224	3016 BELLFLOWER DR	8	x	11	88		38				
225	906 W 7TH ST	5	x	14	70		32				
226	5004 TOTEM CT	6	x	15	90		42				4" parking stall thermo
227	1040 GATTER DR	9	x	15	135		39				
228	2304 A ST	7	x	17	119		31	1			
229	3601 DIMAGGIO WAY	8	x	7	56		22				
232	4424 DEERFIELD DR	11	x	12	132		34				
233	2316 CALHOUN CT	13	x	16	208		58				
234	2316 CALHOUN CT	4	x	4	16		16				
235	2312 ROBLES DR	14	x	17	238		48				
236	4045 ST ANDREWS WAY	10	x	13	130		33				
237	2928 GARFIELD PL	8	x	15	120		31	1			
238	2825 D ST	6	x	7	42		26				
239	W MADILL ST	5	x	8	40		18	1			
240	4037 ST ANDREWS WAY	12	x	25	300		49				
241	275 W TREGALLAS RD	14	x	47	658		75				
242	4041 ST ANDREWS WAY	9	x	16	144		34				
243	3302 G ST	7	x	8	56		30				
244	WILDFLOWER DR/3450 Hillcrest	12	x	13	156	5"	38	1			yellow buttons
245	DAVISON DR @ Serpentine	6	x	8	48	5"	28	1			
246	DAVISON DR @ Serpentine	7	x	11	77		36				
247	5045 WINTERGLEN WAY	9	x	11	99		40				
248	4504 BIGHORN CT	14	x	15	210		CUT				
249	4024 ST ANDREWS WAY	9	x	30	270		48				
250	4038 ST ANDREWS WAY	9	x	16	144		34				
251	4029 ST ANDREWS WAY	9	x	17	153		35	1			

Line Item	Address	Dimensions/ Saw Cut Size			Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
252	1639 GEYSER CIR	7	x	11	77		36				
253	4512 BIGHORN CT	24	x	36	864		60				parking stalls
254	2304 GABRIEL CT	11	x	13	143		37				
255	3 HELMUTH LN	7	x	12	84		31				
256	2313 ANTLER CT	8	x	9	72		25	1			
257	EAGLERIDGE DR (@ Condor)	8	x	9	72		34	1			
258	11 WIGHTMAN CT	9	x	12	108		33				
259	1222 ALMONDWOOD DR	9	x	11	99		40				
260	3625 FREEDOM CT	17	x	22	374		34				
261	4071 S ROYAL LINKS CIR	10	x	13	130		46				
262	109 W 20TH ST	6	x	13	78		38				
263	20 E 16TH ST	11	x	30	330		71				
264	4014 ST ANDREWS WAY	20	x	30	600		70				
265	3731 HERITAGE DR	10	x	12	120		32	1			
266	4859 LONE TREE WAY	10	x	11	110		42				behind building
267	1200 AUTO CENTER DR	10	x	12	120		32				
268	2329 REDWOOD DR	8	x	11	88		38				
269	2005 CERRO CT	11	x	13	143		37				
270	4009 ST ANDREWS WAY	8	x	10	80		26				
272	4001 ST ANDREWS WAY	15	x	18	270		48				
273	1433 MELLISSA CIR	8	x	12	96		40				
274	2109 DENNIS DR	8	x	8	64		24				
275	3631 FREEDOM CT	4	x	9	36		17				
276	1000 E 13TH ST	10	x	11	110		42	1			
277	1209 SAN JOSE DR	11	x	12	132		46				
278	65 DUNES WAY	15	x	22	330		52				
279	44 DUNES WAY	14	x	27	378		55	1			blue reflector
280	1101 E ST	6	x	8	48		28				
281	48 DUNES WAY	11	x	11	121		33				
282	4857 LONE TREE WAY	9	x	10	90		40	2			behind building
283	4857 LONE TREE WAY	9	x	12	108		42				

Line Item	Address	Dimensions/ Saw Cut Size			Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
284	56 DUNES WAY	11	x	12	132		35				
285	MT HAMILTON DR	8	x	9	72		34	2			
286	MT HAMILTON DR	3	x	14	42		CUT				
287	MT HAMILTON DR	12	x	13	156		CUT				
288	2405 SILVERADO DR	14	x	20	280		48				
289	4985 RIDGEVIEW DR	7	x	9	63		23	1			
290	4953 RIDGEVIEW DR	11	x	14	154		36	1			
291	5207 RAMSDELL CT	8	x	8	64		24	1			
292	5001 CRESTPARK CIR	10	x	12	120		32	1			
293	20 DUNES WAY	9	x	14	126		32				
294	3709 DIMAGGIO WAY	9	x	13	117		31				
295	2109 L ST	5	x	7	35		CUT				
296	36 DUNES WAY	14	x	25	350		53				
297	24 DUNES WAY	9	x	10	90		28				
298	3201 MUIR CT	9	x	11	99		40				
299	4956 MESA RIDGE DR	6	x	6	36		34		1		
300	5139 WATKINGS WAY	8	x	10	80		38	1			
301	W 14TH ST @ G st.	8	x	13	104		42				
302	3109 JACKSON PL	10	x	12	120		32				
303	5 DUNES CT	4	x	4	16		16				need concrete repairs
304	1821 KERN MOUNTAIN WAY	8	x	9	72		34				
305	5047 WITTENMEYER CT	10	x	10	100		30	1			
306	5071 WILMONT CT	9	x	10	90		28	1			
307	611 W 3RD ST	7	x	9	63		23				
308	RIO GRANDE DR	11	x	12	132		35				
309	2825 MAYFLOWER DR	9	x	12	108		42	1			
310	2825 MAYFLOWER DR	4	x	4	16		16				
311	2825 MAYFLOWER DR	4	x	6	24		20				
312	2825 MAYFLOWER DR	10	x	11	110		42				
313	4989 PARKGREEN CIR	10	x	11	110		31	1			
314	2702 IVY LN	8	x	8	64		24				

Line Item	Address	Dimensions/ Saw Cut Size			Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
315	5109 WATKINGS WAY	10	x	11	110		31	1			
316	3500 GARROW DR	12	x	35	420		59	1			
317	3500 GARROW DR	8	x	10	80		36				
318	4560 WILDCAT CIR	9	x	11	99		40				
319	5212 JUDSONVILLE DR	9	x	9	81		36	2			
320	4429 BUCKEYE WAY	8	x	10	80		26				
321	5088 JUDSONVILLE DR	9	x	9	81		36	2			
322	12 DUNES WAY	12	x	16	192		40				
323	5 DUNES CT	10	x	18	180		36				
324	2301 CHARDONNAY WAY	9	x	10	90		38				
325	5144 DOMENGINE WAY	9	x	12	108		30	1			
326	2141 ROBLES DR	12	x	13	156		37				
327	3504 MEADOWBROOK RD	11	x	14	154		36				
328	632 SHADDICK DR	6	x	10	60		26				
329	111 E 18TH ST	6	x	11	66		34				white buttons
330	4123 MATTOLE RD	11	x	15	165		52		1		
331	2832 GARROW DR	8	x	18	144		44				
332	1701 NOIA AVE	6	x	10	60		26				
333	2201 LAFAYETTE DR	14	x	40	560		68				needs concrete repairs
334	4605 GOLDCREST WAY	13	x	16	208		42				
335	1609 YELLOWSTONE DR	10	x	11	110		32				
336	1023 G ST	6	x	20	120		46				
337	1605 NOIA AVE	6	x	7	42		26				
338	4320 BELLE DR	18	x	21	378		78	1	1		
339	28 TERRANOVA DR	10	x	11	110		41				
340	2421 CROCKER WAY	9	x	12	108		42				
341	2107 FUENTE CT	13	x	15	195		56				
342	3210 ALGER RD	7	x	9	63		23				
343	2420 CROCKER WAY	9	x	15	135		48				
344	1908 CALAVERAS CIR	9	x	9	81		36				
345	4804 VINEWOOD WAY	8	x	9	72		26	1			

Line Item	Address	Dimensions/ Saw Cut Size			Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
346	2851 HONEYSUCKLE CIR	8	x	10	80		26				
347	3029 TERRACE VIEW AVE	9	x	10	90		28				
348	3536 CENTENNIAL CT	10	x	11	110		32				parking stalls
349	4921 COUNTRY HILLS DR	16	x	22	352		54				6" edge line
350	5013 STAR MINE WAY	20	x	40	800		80	1			
351	5013 STAR MINE WAY	8	x	9	72		CUT				
352	JUDSONVILLE DR	11	x	13	143		48	3			
353	2878 MORRO DR	13	x	17	221		60	1			
354	2515 CATHY CT	11	x	15	165		41				
355	605 W 20TH ST	9	x	9	81		36				
356	3971 DIMAGGIO WAY	14	x	14	196		42				
357	300 BROOKSIDE DR	9	x	13	117		44				
358	5080 JUDSONVILLE DR	11	x	12	132		34	1			
359	2133 Robles	15	x	23	345		5				
360	5003 NORTONVILLE CT	10	x	10	100		30	1			
361	GARROW DR @ Mountaire	9	x	10	90		38				
362	5027 VESTENY CT	9	x	11	99		27	1			
363	SMOKETREE ST	9	x	9	81		36				
364	2808 LA JOLLA DR	8	x	9	72		34	1			
365	4512 WOLF WAY	11	x	13	143		35	1			
366	3741 SUNSET LN	8	x	9	72		25	1			
367	2802 VALENCIA LN	8	x	18	144		52				
368	JUDSONVILLE DR	12	x	13	156		38	1			blue reflector
369	JUDSONVILLE DR	12	x	14	168		40	2			
370	4108 MATTOLE RD	12	x	12	144		48	1			
371	4160 MATTOLE RD	7	x	8	56		23				
372	2621 CARPINTERIA DR	8	x	10	80		36				
373	815 G ST	11	x	25	275		47	1			
374	JUDSONVILLE DR	13	x	15	195		56	2			
375	2230 RESEDA WAY	15	x	17	255		47	1			
376	5113 WATKINGS WAY	10	x	10	100		30	1			

Line Item	Address	Dimensions/ Saw Cut Size			Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
377	JUDSONVILLE DR	8	x	9	72		34	2			
378	5076 JUDSONVILLE DR	9	x	10	90		38	2			
379	VISTA GRANDE DR	10	x	16	160		36	2			6" bike lane
380	4900 TRUSKMORE WAY	10	x	12	120		44				
381	4016 BENBOW CT	9	x	10	90		28				
382	4121 ROGERS CANYON RD	8	x	9	72		26	1			
383	4131 MT ISABEL RD	10	x	10	100		30	1			
384	2624 SILVERADO RD	14	x	14	196		42				
385	2760 EL REY ST	7	x	7	49		21				
386	2760 EL REY ST	3	x	3	9		12	1			
387	4112 MATTOLE RD	10	x	10	100		30				
388	3555 COUNTRY SIDE WAY	10	x	11	110		42				
389	4145 ROGERS CANYON RD	12	x	23	276		47	3			blue reflector
390	4117 ROGERS CANYON RD	9	x	9	81		36	2			blue reflector
391	4828 WOODBRIDGE WAY	10	x	10	100		30	1			
392	223 W 7TH ST	6	x	12	72		36				
393	423 W 9TH ST	7	x	15	105		37				
394	423 W 9TH ST	8	x	8	64		32				
395	3200 MOUNTAIRE DR	6	x	8	48		20				
396	4600 DEER MEADOW WAY	9	x	12	108		42				
397	GENTRYTOWN DR (@ Curtis Dr.)	13	x	13	169		39	2			
398	JUDSONVILLE DR (@ Stewartville)	12	x	13	156		40	3			
399	215 PUTNAM ST	7	x	12	84		31				
400	2413 SILVERADO DR	12	x	13	156		37				
401	DALLAS RANCH RD	13	x	19	247		45		2		
402	DALLAS RANCH RD	8	x	8	64		32				
403	1902 ALPHA WAY	7	x	11	77		36				
404	130 HYDE PL	7	x	9	63		32				
405	622 W 9TH ST	3	x	7	21		13				
406	316 GRANITE CT	9	x	10	90		38				
407	222 W 17TH ST (on D st.)	7	x	12	84		38				

Line Item	Address	Dimensions/ Saw Cut Size			Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
408	222 W 6TH ST	7	x	13	91		40				yellow buttons
409	1215 MINAKER DR	12	x	22	264		68				
410	1216 W 9TH ST	9	x	11	99		40				
411	W 8TH ST	10	x	20	200		40				
412	2716 D ST	10	x	16	160		52				
413	5137 TURNBULL CT	12	x	12	144		48				
414	3210 ST JAMES PL	14	x	22	308		50				
415	722 W 11TH ST	10	x	11	110		42				
416	901 E 13TH ST	10	x	11	110		42				
417	2724 D ST	12	x	22	264		68				
418	2124 ROBLES DR	9	x	9	81		27				
419	9 W 20TH ST	9	x	10	90		38				
420	1336 SHADDICK DR	9	x	34	306		86				
421	2805 MADRID LN	8	x	9	72		34	1			
422	420 CHRISTINA CT	13	x	13	169		39				
423	420 CHRISTINA CT	7	x	9	63		32				
424	2220 BELLE DR	11	x	17	187		39				
425	4732 VISTA GRANDE DR	9	x	14	126		46	1			blue reflector
426	4925 COUNTRY HILLS DR	13	x	14	182		41				6" bike lane
427	4354 BUCKSKIN DR	8	x	9	72		25				
428	2937 HONEYSUCKLE CT	9	x	9	81		36				4" parking stalls
429	2603 LEOPARD WAY	8	x	11	88		27				
430	E 13TH ST (@ August way)	11	x	13	143		48				yellow X walk
431	700 W 18TH ST	6	x	10	60		32				6" thermo
432	A ST (@ W. 10th st)	7	x	15	105		44				
433	A ST (@ W. 10th st)	10	x	10	100		40				
434	2647 JAGUAR WAY	8	x	13	104		29				
435	1913 CALAVERAS CIR	14	x	14	196		42	2			
436	2874 MORRO DR	14	x	14	196		56				
437	36 E MADILL ST	11	x	23	253		68				
438	1912 GRIZZLY CT	8	x	10	80		36				4" parking stalls

Line Item	Address	Dimensions/ Saw Cut Size			Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
439	1912 GRIZZLY CT	10	x	13	130		46				
440	1513 MARIE AVE	8	x	9	72		25	1			
441	4474 BUCKEYE WAY	10	x	12	120		32				
442	2905 CAROLYN CT	9	x	10	90		38				
443	MT HAMILTON DR	12	x	12	144		48	1			
444	1212 W 9TH ST	8	x	8	64		32				
445	4605 SILVERCREST WAY	7	x	11	77		46				
446	2001 LANITOS CT	5	x	5	25		20				
447	2001 LANITOS CT	12	x	15	180		39				
448	725 FULTON SHIPYARD RD	8	x	9	72		34				RxR crossing
449	2450 FORTY NINER WAY	20	x	23	460		63				
450	515 E 18TH ST	11	x	18	198		58	1			
451	2111 HILLCREST AVE	7	x	9	63		32				
452	2111 HILLCREST AVE	4	x	28	112		64				
453	3416 TABORA DR	9	x	20	180		49				yellow buttons
454	1113 KLENGEL ST	10	x	33	330		66				
455	2 BELSHAW ST	6	x	17	102		40				
456	1917 BIGLOW DR	12	x	12	144		48				yellow buttons
457	3413 LONGVIEW RD	8	x	15	120		38				
458	2217 L ST	8	x	11	88		38				white buttons
459	MARIE AVE. @ WILBUR AVE.	28	x	33	924		66				
460	4848 STERLING HILL DR	6	x	38	228		88				
461	4088 MONTGOMERY HILL DR	9	x	10	90		29	1			
462	2920 ROOSEVELT LN	10	x	25	250		70				yellow buttons
463	3717 DIMAGGIO WAY	8	x	11	88		30				
464	3717 DIMAGGIO WAY	11	x	17	187		45				
465	3731 SUNSET LN	8	x	9	72		25	1			
466	1616 GEYSER CIR	9	x	10	90		29				
467	4044 MONTGOMERY HILL DR	13	x	20	260		46	3			
468	2416 TOMPKINS WAY	5	x	7	35		17				
469	2416 TOMPKINS WAY	8		9	72		25				

Line Item	Address	Dimensions/ Saw Cut Size			Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
470	4012 PACKARD RIDGE RD	9	x	11	99		40	1			
471	314 BLUEROCK CT	11	x	23	253		68				
472	4121 SHELTER COVE CT	9	x	13	117		35	2			
473	VALENCIA LN @ MADRID LN.	9	x	11	99		40	1			
474	4068 MONTGOMERY HILL DR	12	x	13	156		37	2			
475	5260 JUDSONVILLE DR	10	x	12	120		34	1			
476	1721 ALHAMBRA DR	8	x	10	80		26				
477	3301 G ST	6	x	13	78		38				
478	2469 GRIMSBY DR	7	x	14	98		28				
479	2008 ALVARADO DR	8	x	10	80		26				
480	2305 SEQUOIA DR	11	x	12	132		34				
481	3516 BRIARWOOD CT	10	x	21	210		41				
482	224 HUNTINGTON DR	8	x	10	80		36				
483	224 HUNTINGTON DR	10	x	10	100		40				
484	W 15TH ST	7	x	7	49		28	1			
485	WILDWOOD CT	11	x	17	187		56				
486	220 COBBLESTONE DR	10	x	13	130		46				
487	3700 GARROW DR	9	x	12	108		42				
488	2012 Alvarado	8	x	11	88		27				
489	2321 Grimbsy	8	x	8	64		CUT				
490	130 SHASTA CT	8	x	8	64		32				
491	130 SHASTA CT	4	x	4	16		16				
492	3224 ASHLEY WAY	17	x	35	595		70	1			blue reflector
493	115 W 8TH ST	6	x	12	72		36				
494	2001 GLENWOOD DR	6	x	8	48		28				
495	308 I ST	6	x	12	72		36				
496	2028 GLENWOOD DR	6	x	11	66		34				
497	BRIGHTON WAY	8	x	11	88		27	1			
498	4165 ROGERS CANYON RD	12	x	25	300		49	3			
499	3158 ASHLEY WAY	7	x	9	63		32	1			
500	2129 ROBLES DR	12	x	13	156		38				

Line Item	Address	Dimensions/ Saw Cut Size			Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
501	5163 TEHACHAPI WAY	10	x	10	100		30				
502	W 9TH ST	5	x	20	100		45				
503	W 8TH ST	9	x	12	108		42	2			
504	104 W 8TH ST	5	x	10	50		30				
505	310 WORRELL RD	8	x	17	136		136				
506	310 WORRELL RD	7	x	6	42		56				
507	310 WORRELL RD	3	x	9	27		27				
508	310 WORRELL RD	7	x	8	56		56				
509	4045 S ROYAL LINKS CIR	4	x	5	20		20				
510	4045 S ROYAL LINKS CIR	9	x	10	90		90				
511	2348 FORTY NINER CT	12	x	13	156		38				
512	5009 UNION MINE DR	9	x	8	72		CUT				
513	5009 UNION MINE DR	15	x	15	225		45	1			
514	2101 LYNWOOD WAY	10	x	11	110		42				
515	4064 MONTGOMERY HILL DR	11	x	11	121		33	1			
516	5402 ONEIDA WAY	7	x	9	63		32				thermo STOP
517	331 SWEENEY RD	7	x	13	91		40				
518	4985 VALLEY WAY	11	x	13	143		35	2			
519	3400 HILLCREST AVE	9	x	12	108		42	1			
520	VALLEY WAY	10	x	11	110		31	1			
521	1516 PAUL CT	9	x	15	135		48				
522	2336 FOOTHILL DR	14	x	15	210		44				
523	2305 FIELD ST	10	x	17	170		74				
524	4008 PACKARD RIDGE RD	9	x	10	90		38	1			
525	2817 D ST	9	x	10	90		38				
526	2864 DANDELION CIR	5	x	5	25		20				
527	2864 DANDELION CIR	10	x	10	100		40				
528	2864 DANDELION CIR	8	x	13	104		42				
529	4536 ELK CT	10	x	11	110		31	1			
530	4418 PAMPAS CT	7	x	10	70		24	1			
531	WILDFLOWER DR	9	x	12	108		42				

Line Item	Address	Dimensions/ Saw Cut Size			Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
			x								
532	4513 ELK DR	8	x	11	88		27	1			
533	Hillcrest S/B 300' N of Goldenbear	29	x	55	1595	5"	58				
534	275 E. TREGALLAS	19	x	52	988	5"	90				
535	James Donlon W/B 300' E of Contra Loma	16	x	27	432	5"	86				Thermo 6" / white buttons
536	James Donlon W/B 300' E of Contra Loma	13	x	18	234	5"	44				

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**CITY OF ANTIOCH
MAINTENANCE SERVICES AGREEMENT****1. PARTIES AND DATE.**

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

2. RECITALS.**2.1 Contractor.**

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

2.2 Project.

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

3. TERMS.**3.1 Scope of Services and Term.**

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

3.1.2 [Insert Term or Time of Performance].

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

3.2 Responsibilities of Contractor.

Attachment "A"

- 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

Attachment "A"

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,

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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.

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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 that it has secured all insurance required under Exhibit "D" (Insurance Requirements), attached hereto and incorporated herein by this reference.

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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.

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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,

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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

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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

[**CONTRACT NAME**]

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foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

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

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

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

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

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

- 3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- 3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.
- 3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.
- 3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall

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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

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Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

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

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

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

CITY OF ANTIOCH

Approved By:

Kwame P. Reed
Acting City Manager

ATTEST:

Elizabeth Householder
City Clerk

Approved As To Form:

Thomas Lloyd Smith
City Attorney

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

Signature

Name

Title

****CONTRACT NAME****

Attachment "B"

INSURANCE REQUIREMENTS

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

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

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

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

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

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

Workers' Compensation Insurance:

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

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

Builder's Risk (Course of Construction):

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

Contractor's Pollution Legal Liability:

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

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

Attachment "B"

Cyber Liability Insurance

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

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

Bid Bond

Performance Bond

Payment Bond

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

Other Insurance Provisions:

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

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

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

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

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

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

Attachment "B"

___ **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

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

___ **Waiver of Subrogation:**

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

___ **Completed Operations**

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

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

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

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

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

Acceptability of Insurers:

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

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

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

Subcontractors:

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

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

Verification of Coverage:

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

Special Risks or Circumstances

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

Failure to Comply:

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

Attachment "B"

appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

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

Attachment "C"

PAYMENT BOND

SAMPLE

THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH
Various Asphalt Repairs - Service Cuts
Bid No. 968-0927-23A

KNOW ALL PERSONS BY THESE PRESENTS, that

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

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

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

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

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

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

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

Signatures on next page

Attachment "C"

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

(Principal)

By _____
Signature

Print Name

Title

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

(Surety)

(Address)

By _____
Signature

Print Name

Title

Attachment "C"

PERFORMANCE BOND

SAMPLE

THIS PAGE MUST BE NOTARIZED

**CITY OF ANTIOCH
Various Asphalt Repairs - Service Cuts
Bid No. 968-0927-23A**

KNOW ALL PERSONS BY THESE PRESENTS, that

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

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

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

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

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

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

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

Surety's obligations hereunder are independent of the obligations of any other surety for the

Attachment "C"

performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the City's rights against the others.

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

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

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

Principal

By _____

Note:

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

By _____

Surety

Address

By _____

By _____