



## REQUEST FOR PROPOSAL

RFP 988-0531-23B

### **On-Call Homeless Encampment Cleanup Services**

PROPOSAL DUE: May 31, 2023  
at 2:00PM

## **I. GENERAL CONDITIONS**

1. **General Information** - The Public Works Department of the City of Antioch, California, will receive proposal responses at its office located at 1201 W. 4th Street, Antioch, CA 94509 on **May 31, 2023 until 2:00 PM**. Questions relating to specifications or technical questions must be submitted via email to Bryan Pitts at [bpitts@antiochca.gov](mailto:bpitts@antiochca.gov). Contractors are NOT to pursue City staff by telephone or in person.
2. **Form of Proposal** - The proposal shall be made on the attached proposal forms. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted. Proposals shall be made only on the designated form, properly executed, and enclosed in a sealed envelope bearing the name of the vendor, the proposal number, due date, and proposal title, **and DIR #**. Forms are available and may be secured by prospective vendors at the Department of Public Works at **1201 W. Fourth Street, Antioch, CA 94509**. Proposals 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 proposal. Proposals are to be verified before submission as they cannot be corrected or altered or signed after proposals are opened.
3. **Interpretation of Proposals** - 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 **no later than May 17<sup>th</sup>, 2023 at 4pm** the attention of Bryan Pitts at [bpitts@antiochca.gov](mailto:bpitts@antiochca.gov). The person submitting the request shall be responsible for its prompt delivery. Any interpretation of or change in the proposed documents will be made only by an addendum published on the City's website and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.
4. **Addenda** - Any addenda issued by the City during the time of request for proposals shall be covered in the proposal and shall be made a part of the contract.
5. **Proposal Opening** – Proposals shall be delivered to the Public Works Department of the City of Antioch located at 1201 W. Fourth St. Antioch, CA 94509 on or before the day and hour set for the opening of proposals. A vendor may withdraw his proposal, either personally or by written request, at any time prior to the scheduled time for opening of proposals. Proposals are to be opened on **May 31, 2023, at 2:00pm** in the training room at the City of Antioch's Public Works Building.
6. **Late proposals** - Any proposals received after the scheduled time of opening will be clocked in but will not be opened or considered.
7. **Award or Rejection** - The proposal will be awarded to the vendor offering the best value to the City, (See section 11. **Contractor Selection Criteria**- of this RFP for details) and will be announced by way of publishing to the City's website ([Proposal Documents](#)).
8. **Insurance Requirements**- Proposers acknowledge the City's insurance requirements as detailed in Exhibit "D" of Attachment "B". Exceptions to City insurance requirements will not be made. Any Proposer unable to meet the insurance requirements at the time of the Proposal Due date, as detailed, shall not be eligible for selection or award of contract.

9. **Surety Bonds** – Contractor is required to provide the following surety bonds from an admitted and authorized surety in California.
- Performance Bond
  - Payment Bond
10. **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 proposal package for verification purposes. If no DIR# is stated, the submitted proposal 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 [rharris@antiochca.gov](mailto:rharris@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).]

11. **Contractor Selection Criteria-** The City will be awarding this contract using a "Best Value" methodology including evaluation of price, and responses to technical questions including review of references, "Attachment A". Points will be awarded based on the following categories:
- **Attachment A. 50 points: Qualifications, Experience, References, Response Time** (Based upon "Attachment A- Response to Technical Questions" including review of references)
  - **Part B. 50 points: On-Call Homeless Encampment Service Costs** (Based upon Grand Total Unit Measurement Rates for Services Worksheet)

The City will first evaluate, and rank proposals based on the Attachment A. **50-point selection criteria for Qualifications, Experience, References and Response Time.**

15 points	Previous experience in providing a superior level of On-Call Homeless Encampment Cleanup Services at like-sized public agencies.
10 points	Reference assessments of work quality, performance and working relationships by current and former clients that indicate high levels of satisfaction and effectiveness in completing cleanups.
15 points	Qualifications of staff and equipment to be provided for On-Call Homeless Encampment Services at all work sites.
10 points	Response time of Encampment Cleanup services from date of issued Work order. In addition, a well-organized communication system and electronic reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City.

Secondly, the City will evaluate the cost proposals to ensure the lowest costs to the City. All the **Total unit measurement prices** will be added together to come up with a Grand Total Cost. The cost proposal with the lowest Grand Total Cost will receive the full 50 points. The remaining cost proposals receive points based on a comparison of their Grand Total Cost to the lowest contractor's Grand Total Cost.

**The winning proposal will be selected based on the highest combined points from both Attachment A and Part B as described above.**

## 12. Key Dates and Information

RFP Release Date:	April 26, 2023
Title:	On-Call Homeless Encampment Cleanup Services 988-0531-23B
Deadline for written questions/clarifications:	May 17, 2023, at 4:00 p.m. Send to: <a href="mailto:bpitts@antiochca.gov">bpitts@antiochca.gov</a>
Response to Written Questions:	May 24, 2023, at 4:00 p.m.
<b>Proposal Due Date and Time:</b>	<b>May 31, 2021, by 2:00 p.m.</b>
Submittal:	One original RFP, with ink signatures, and 3 copies of the original RFP must be sealed and must clearly display the Proposer's business name, Proposal No. <b>and DIR #.</b>
Contract Manager:	Bryan Pitts Operations Supervisor Streets and Landscape
Email Address:	<a href="mailto:bpitts@antiochca.gov">bpitts@antiochca.gov</a>
RFP Submittal and Proposal Opening:	City of Antioch 1201 W. Fourth St Antioch CA, 94509

## **II. Specifications**

### **Project Description**

The purpose of this Request for Proposal (RFP) is to acquire a contractor who can provide turnkey homeless encampment site cleanup and support services resulting in a safe and clean site by removing all debris, biohazardous materials and encampment waste material. All work will be conducted as needed Monday-Friday, 7am-4pm excluding holidays. The services required are on an on-call basis but would be scheduled with **at least 48 hours** of notice. The City anticipates cleanups to occur weekly, however, this may increase or decrease based on the City's needs. The successful Contractor will be expected to enter into the City's standard maintenance services agreement included as an attachment to this solicitation as well as all insurance and bond requirements.

### **General Specifications**

1. **PAYMENTS & INVOICING:** Shall be net 30, or within 15 days if terms include discount. With the request for payment each month, invoice must reference P.O. number and location of work with a description of service. Invoices are to be emailed to [bpitts@antiochca.gov](mailto:bpitts@antiochca.gov) or other City designee.
2. **CONTRACT LENGTH & EFFECTIVE DATES:** This contract will be effective for three (3) years from **July 1, 2023, through June 30, 2026**. Upon successful review and at the sole discretion of the City of Antioch's representative, the vendor may be given the option to renew the contract for a period not to exceed two (2) additional years, **July 1, 2026 through June 30, 2028**.
3. As directed by the City, provide turnkey homeless encampment site cleanup resulting in a safe and clean site by removing all debris, including but not limited to the following: biohazardous materials, green waste, general refuse and other encampment waste material.
4. Encampment sites may contain a variety of materials such as: biohazardous materials, garbage, general debris, human waste, constructed temporary shelters, and other items associated with homeless occupancy.
5. Sites will be identified individually. The City will make an effort, when possible, to cluster several sites. Sites may include locations under structures e.g., bridges, open areas, vegetated ground cover, parks, on roadside rights-of-way, and stormwater facilities. If needed, Contractor shall be equipped to provide confined space entry; site locations may occasionally require confined space entry cleanup. The Contractor will be required to coordinate all necessary permits as required.
6. Site supervisor and worker(s) must be trained and certified in handling and disposing of hazardous materials. Provide copies of any applicable training records, certifications, and licenses required to perform this work.
7. City shall attempt to ensure all encampments have been evacuated prior to Abatement but some sites may be occupied while contractor is conducting work.
8. The contract will be based on time and materials. Documentation of employee hours, sub-consultant costs, equipment, hazardous material disposal costs, shall be provided to the City.
9. Prevailing wages must be paid to those individuals working on this Project. Certified Payroll documentation is required to be submitted to the Department of Labor.
10. A City Business License is required prior to performing work within the City.
11. Contractor will be required to maintain insurances in effect as required by the City, details of which are contained in the sample agreement attached to this RFP.

### **Scope of work:**

1. Contractor will participate in site assessment meetings to determine the work order for a specific site clean-up project.
2. Cleanup duties shall include surveying sites, setting up traffic control if needed per California MUTCD standards, collecting debris, dismantling temporary structures, removal of trash, removal of human waste, and State approved handling and disposal of all hazardous material.
3. **Non-Hazardous Waste Disposal:** All non-hazardous materials such as green waste and general debris shall be disposed at a City site no more than 12 miles from all cleanup locations. **The contractor shall give consideration in pricing to the City for providing a disposal site of all non-hazardous materials.**
4. **Hazardous Waste Disposal:** Contractor shall dispose of all hazardous materials at a City approved hazardous waste disposal site licensed for handling and disposing of such hazardous debris in accordance with all local, State and Federal laws. Disposal receipts must be returned to the City as proof of proper disposal.
5. Contractor shall supply all labor, material, tools, protective clothing, gear, and equipment that is necessary to perform the work including, removal, transport, and disposal of the waste materials and leave a clean site.
6. Contractor shall provide all bags and tags and identify and tag certain items as "personal property". Such items include but are not limited to items in good clean condition such as tents, backpacks, medication, eyeglasses, books, jewelry, stoves, audio equipment, toiletries, personal records, handbags, personal photographs, duffel bags, bedrolls, blankets, watches, and clothing. The Contractor will transport identified property for storage to a site designated and approved by City. Contractor will also be responsible for posting notice at each cleanup indicating contact information for reclaiming personal property.
7. Contractor shall coordinate with the City on a site-by-site basis to determine the work order and cost for each encampment cleanup. The work order will establish the site, start date, estimated timeframe of the work, staging areas, traffic control (if required), and the name of the onsite representative.
8. Contractor shall provide all supervision and management of crews and subcontractors and ensure all necessary safety procedures are followed.
9. Contractor shall photograph posted notices and the condition of the site prior to work and after work is completed.
10. Contractor shall photograph the encampment site before and after cleaning and provide an electronic copy of each photograph to the City.
11. Contractor shall notify the City when the work is complete and provide a cleanup report for each site, including total cubic yards of debris removed.
12. Contractor shall notify the City's designated representative if an adjacent homeless encampment is discovered in the general area during a project to obtain authorization prior to proceeding with any additional work that was not identified in the original work order scope.
13. Contractor shall follow best practices work procedures to safely manage any hazardous materials found on the jobsite, including urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat.
14. Contractor shall trim shrubs and vegetation, as requested by the City, as a deterrent measure for future encampments.
15. Contractor shall immediately contact the Antioch Police Department if a weapon, illegal contraband, or evidence of criminal activity is found.
16. Contractor shall always perform work in a timely and efficient manner and in a courteous and business-like manner.
17. Contractor shall properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws.
18. Contractor shall comply with the Local, State, and Federal National Pollutant Discharge Elimination System (NPDES) regulations at all times while providing cleaning services for the City.

19. The contractor shall apply Best Management Practices (BMPs) for all pollution prevention of the discharge of human waste and other biohazards, cleaning agents, waste, trash, debris, and other pollutants to the storm drain and receiving waters.
20. All material, parts, equipment, and chemicals used or furnished pursuant to the specifications of this contract shall be in compliance with the laws and regulations of the City of Antioch, the State of California, and OSHA. The contractor shall provide to the City all Safety Data Sheets and certifications and evidence of such compliance. Use of all chemicals and other supplies shall be approved by the City prior to their use.
21. The contractor will be responsible for all damages to the City's facilities, their contents, or other City-owned improvements, caused by the contractor, its staff, or its subcontractors during the performance of their duties. The contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to the original in all aspects.
22. Contractor shall provide a report for each site cleared which will include
  - a. Date(s) of service.
  - b. Methods used to clear the site.
  - c. Staffing levels used.
  - d. Total hours on site.
  - e. Cubic yards of debris removed.
  - f. General observations of the site and the work.
  - g. Notations of any issues encountered in conducting the work, whether internally or externally caused.
  - h. Photographs of all cleanup site before and after work is performed.

### **City Responsibilities**

1. City of Antioch Code Enforcement will identify homeless encampment clean-up sites and will issue a 48-hour "Notice to Vacate".
2. Provide a City representative to serve as a point of contact for reviewing work orders, authorizing work, addressing issues and questions that may arise.
3. City representative will arrange for a site assessment meeting with the Contractor for each specific site identified for cleanup by the City to determine the scope of work and the cost for each location.
4. Once the City receives a site-specific cost proposal that is acceptable to the City, a work order shall be issued to the Contractor. Contractor will have 48 hours from issued work order to commence homeless encampment site clean-up.
5. City will obtain any required permits related to working within or around watercourse as it pertains to camp abatement. Additionally, the City will inform the Contractor of any regulations or mitigation measures that must be followed per permit(s) requirements, including but not limited to, any permits required by the California Regional Water Quality Control Board, U.S. Army Corp of Engineers or California Department of Fish and Wildlife.
6. If needed, Antioch Police will assist with vacating the encampments but may not always be present at the clean-up encampment site while work is being completed.

### **Safety and Training**

1. Safety and appropriate training/licensing are critical requirements for the selected Contractor.
2. Contractor shall comply with all safety rules, protocols, and licensing requirements mandated by the City, Contra Costa County, State of California and the Federal Government of the United States.
3. Work may be performed in inclement weather. Jobsites can be in heavy foliage, steep embankments, next to highways or roads, and other areas requiring alertness to the

environment and pre-planning to prevent injury or illness. Contractor shall perform a hazard assessment and provide all training and supplies necessary.

4. Contractor staff shall be properly trained to safely operate any heavy equipment required to complete the encampment clean-up work, including trash compactors, Skid Steer loaders, Front End Loaders, Backhoes or other ground moving equipment.
5. Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the California Department of Industrial Relations. The Contractor shall provide all safety equipment, materials, and will supply training as required. The Contractor shall provide its employees with appropriate safety apparel. This apparel shall include but not be limited to hardhats, safety glasses, vest, gloves, coveralls, face coverings, and leather (or adequately puncture resistant) boots.
6. Contractor shall follow California Department of Industrial Relations' Bloodborne Pathogen Standard §5193. Additionally, employees must be trained with precautions regarding West Nile virus, hantavirus, histoplasmosis and other possible environmental threats posed from cleanup activities.
7. Employees must have work procedures to be able to safely manage urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat. Wearing Personal Protective Equipment and following other protocols established for this situation must be followed.  
The Contractor will dispose of this waste material and syringes by appropriate means in accordance with local, regional, state and federal laws.
8. Contractor shall provide copies of any training records and licenses required by the City, County, State, Federal government, and OSHA upon request.



CITY OF ANTIOCH  
On-Call Homeless Encampment Services  
RFP No. 988-0531-23B

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 Proposal, and shall be, throughout the length of the contract, licensed by the state of California to do the type of work required under the terms of the contract documents. The 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 in the nature, extent, and inherent conditions of the work to be performed. The 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. The 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 the proposal conform to all requirements listed in this document and drawings? \_\_\_\_\_  
If NO, explain non-conforming specifications in detail on a 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 \_\_\_\_\_

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

DELIVER PROPOSAL SUBMITTAL TO:

CITY OF ANTIOCH PUBLIC WORKS  
**RFP NO. 988-0531-23B**  
1201 W FOURTH STREET  
ANTIOCH, CA 94509

**THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL**

**On-Call Homeless Encampment Services Costs RFP No. 988-0531-23B- Proposal Worksheet**  
 (Awarded Up to 50 Points on Part B)

**A. Unit Measurement Rates (UMR) for Services:**

Proposal Item #	Description of Proposal Item	Unit of Measurement	FY 23/24	FY 24/25	FY 25/26	Optional: FY 26/27	Optional: FY 27/28	Comments
1.	Encampment Cleanup services	Hourly rate	\$	\$	\$	\$	\$	
2.	Overtime rate for Encampment Cleanup services	OT Hourly rate	\$	\$	\$	\$	\$	
3.	Labor rate for Biohazard Technician (if applicable)	Hourly rate	\$	\$	\$	\$	\$	
4.	Hourly rate for site clean-up equipment (truck and 6 cubic yard trailer minimum)	Hourly rate	\$	\$	\$	\$	\$	
5.	Site mobilization and demobilization	Per site	\$	\$	\$	\$	\$	
6.	Biohazard material disposal	Per 55-gallon drum	\$	\$	\$	\$	\$	
<b><u>Total</u></b>			\$	\$	\$	\$	\$	

**Grand Total UMR (5 years):** \$ \_\_\_\_\_

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

**B. EQUIPMENT** (not included as part of total proposal calculation):

Please enter the type of specialty equipment typically required to perform the work described in the Scope of Work. The following section will not be considered in the evaluation of award. However, Contractors will be required to honor the prices stated below during the term of any contract award as a result of this RFP.

Proposal Item #	Description of Equipment	Hourly Rates					Comments
		FY 23/24	FY 24/25	FY 25/26	Optional: FY 26/27	Optional: FY 27/28	
1.		\$	\$	\$	\$	\$	
2.		\$	\$	\$	\$	\$	
3.		\$	\$	\$	\$	\$	
4.		\$	\$	\$	\$	\$	
5.		\$	\$	\$	\$	\$	
6.		\$	\$	\$	\$	\$	
7.		\$	\$	\$	\$	\$	
8.		\$	\$	\$	\$	\$	
9.		\$	\$	\$	\$	\$	
10.		\$	\$	\$	\$	\$	
11.		\$	\$	\$	\$	\$	

# NON-COLLUSION AFFIDAVIT

*THIS PAGE MUST BE NOTARIZED*

CITY OF ANTIOCH  
ON-CALL HOMELESS  
ENCAMPMENT  
CLEANUP SERVICES  
RFP NO.  
988-0531-23B

The contractor, by its officers and agents or representatives present at the time of filing this proposal, 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 proposals; that no proposal has been accepted from any subcontractor or supplier through any proposal depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering any proposal from any subcontractor or supplier which is not processed through said proposal depository, or which prevent any subcontractor or supplier from proposals to any Contractor who does not use the facilities or accept proposals from or through such proposal depository; that no inducement of any form or character other than that which appears upon the face of the proposal 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 proposal.

NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

Subscribed and sworn to before me by:

\_\_\_\_\_

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

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

**THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL**

## Attachment "A"

### RESPONSE TO TECHNICAL QUESTIONS FOR ON-CALL Homeless Encampment Cleanup Services RFP 988-0531-23B

*50 points*

On a separate paper, please provide a brief narrative entitled, "**Attachment A- Response to Technical Questions for On-Call Homeless Encampment Cleanup Services RFP 988-0531-23B,**" which answers the questions in Sections 1 through 4 below (*Please include your company's complete legal name on each page*).

*Do not provide marketing materials in place of the requested narrative which answers the specific questions below. Up to 20 pages of marketing materials may be provided in addition to the requested narrative, but they cannot replace the requested narrative.*

#### **Section 1: Previous Experience in providing a superior level of service for homeless cleanups to like-size public agencies. (Up to 15 Points).**

1. How many years has your organization been in business providing services for Homeless Encampment Cleanups?
2. Describe your previous experience providing on-call Homeless Encampment Cleanup services to like-sized public agencies?
3. Describe management personnel's experience with accounts of similar size and scope, company structure and staff assigned to the resulting agreement.
4. State all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.

#### **Section 2: Assessment of Work Quality, Performance and Working Relationships with Current and Recent Clients: (Up to 10 points)**

1. List three (3) like-sized public agencies or private enterprise customers that you have provided ongoing Homeless Encampment Cleanup services to within the last three (3) years. Provide the following information for each contact:
  - a. Customer Name
  - b. Customer Contact Name
  - c. Phone Number
  - d. E-Mail Address
  - e. Number of years your firm has provided Homeless Encampment Cleanup services to Customer.
  - f. Names of facilities/locations where services have been provided.
  - g. Total contract amount for work performed.

**THIS MUST BE INCLUDED USED WHEN SUBMITTING PROPOSAL**

**Section 3: Qualifications of Staff to be assigned to provide Homeless Encampment Cleanup Services at City of Antioch work sites. (Up to 15 points)**

1. Attach an organizational chart for your company, or the local office that would service this contract.
2. List the following:
  - A. Total number of staff that will be assigned to City of Antioch On-Call Homeless Encampment cleanups.
  - B. Names and qualifications of key staff including years in the industry and with your firm.
  - C. Number of new hires in the last six months.
3. Briefly describe your employee training programs and requirements.
4. Describe and list all equipment that will be used to complete homeless encampment cleanups.

**Section 4: Response time and well-organized communication systems and reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City. (Up to 10 points)**

1. Will you be able to mobilize all necessary labor and equipment within 48 hours of receiving an approved work order to complete homeless encampment clean up services?
2. Describe the systems you use to assign, track, and evaluate work assignments performed by your employees.
3. Describe your existing customer service program, how you would monitor customer satisfaction and how you will resolve customer complaints. Describe your plan for quality control.
4. Describe your communication plan to ensure proper communication between your representative and the City's representative.
5. Describe in detail your Safety Program. For example, describe what training and or certification employees receive to handle and dispose of hazardous materials, work site safety, and traffic control training.

**THIS MUST BE INCLUDED USED WHEN SUBMITTING PROPOSAL**

# Attachment “B”

## CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT

### SAMPLE

#### 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.

[\*\*CONTRACT NAME\*\*]

## 3.2 Responsibilities of Contractor.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- 3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
- 3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- 3.2.4 City's Representative. The City hereby designates **\*\*\*INSERT NAME OR TITLE\*\*\***, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- 3.2.5 Contractor's Representative. Contractor hereby designates **\*\*\*INSERT NAME OR TITLE\*\*\***, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.
- 3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from



the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

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

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

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

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

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

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

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

3.2.10.7 Water Quality.

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

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or

other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

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

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

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

3.2.13 Bonds.

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

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

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

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

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

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

### 3.3 Fees and Payments.

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

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

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

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

#### 3.3.5 California Labor Code Requirements

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such

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

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

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

### **3.4 Termination of Agreement.**

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

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

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

3.4.4 Agreement Subject to Appropriation of Funds. The Contractor understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Antioch City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for the Agreement in lieu of appropriations

for new or other agreements. City budget decisions are subject to the discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

### 3.5 General Provisions.

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

**Contractor:**

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

**City:**

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

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

**City:**

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

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

### 3.5.2 Indemnification.

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

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, 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,

\*\*CONTRACT NAME\*\*

employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

- 3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County, California. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.
- 3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.
- 3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.
- 3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.
- 3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- 3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other

consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

3.5.19 Wage Theft Prevention.

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

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

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



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

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

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

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

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

**CITY OF ANTIOCH**

*Approved By:*

\_\_\_\_\_  
Forrest Ebbs  
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\*\***

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**\*\*\*INSERT SCOPE\*\*\***

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

**\*\*\*INSERT SCHEDULE\*\*\***

**EXHIBIT "C"**  
**COMPENSATION**

**\*\*\*INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES\*\*\***

## EXHIBIT "D"

### 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.

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

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

**Professional Liability (Errors and Omissions):**

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

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

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

**Workers' Compensation Insurance:**

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

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

**Builder's Risk (Course of Construction):**

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

**Contractor's Pollution Legal Liability:**

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

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

**Cyber Liability Insurance**

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

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

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring

expenses with limits sufficient to respond to these obligations.

**Surety Bonds:**

Contractor shall provide the following Surety Bonds:

- Bid Bond
- Performance Bond
- Payment Bond

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

**Other Insurance Provisions:**

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

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

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

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

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

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

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

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

**Waiver of Subrogation:**

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

## \_\_\_\_ **Completed Operations**

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

### THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

#### **Deductibles and Self-Insured Retentions (“SIR”):**

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

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

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

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

#### **Acceptability of Insurers:**

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

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

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



**Subcontractors:**

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

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

**Verification of Coverage:**

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

**Special Risks or Circumstances**

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

**Failure to Comply:**

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

**Applicability of Coverage:**

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

SAMPLE

**Attachment "C"**

**PAYMENT BOND**

***THIS PAGE MUST BE NOTARIZED***

**CITY OF ANTIOCH  
On-Call Homeless Encampment Cleanup Services  
Bid No. 988-0531-23B**

KNOW ALL PERSONS BY THESE PRESENTS, that

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

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

NOW, THEREFORE, we, the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the penal sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States, being not less than one hundred percent (100%) of the amount payable by the terms of the Contract, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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

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

**Signatures on next page**

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

\_\_\_\_\_  
(Principal)

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Attachment "C"**

**SAMPLE**

**PERFORMANCE BOND**

***THIS PAGE MUST BE NOTARIZED***

**CITY OF ANTIOCH  
On-Call Homeless Encampment Cleanup Services  
Bid No. 988-0531-23B**

KNOW ALL PERSONS BY THESE PRESENTS, that

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Principal)  
By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title

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

\_\_\_\_\_  
(Surety)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title