



REQUEST FOR BID

BID NO. 988-0713-22B

LANDSCAPE ENHANCEMENT CREW

BID DUE DATE: 2 PM, JULY 13, 2022

I. GENERAL CONDITIONS

- 1. General Information** - The Public Works Department of the City of Antioch, California, will receive bid responses at its office located at 200 H Street, Antioch, CA 94509 on 7/13/2022 at Time (2). PM

Questions relating to specifications or technical questions must be submitted via email to Bryan Pitts at bpitts@antiochca.gov. Bidders are **NOT** to pursue City staff by telephone or in person.

- 2. Form of Bid** - The bid shall be made on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted. Bids shall be made only on the designated bid form, properly executed, and enclosed in a sealed envelope bearing the name of the bidder, the bid number, bid due date, and bid title. Forms are available and may be secured by prospective bidders at the Department of Public Works at **1201 W 4th Street, Antioch, CA 94509**. Bids shall be written in ink, computer generated, or by typewriter. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the bid. Bids are to be verified before submission as they cannot be corrected or altered or signed after bids are opened.
- 3. Interpretation of Bids** - Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder shall submit a formal request to the Public Works Department for an interpretation thereof **prior** to the bid opening to the attention of Bryan Pitts at bpitts@antiochca.gov. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of or change in the proposed documents will be made only by an addendum published on the City's website, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.
- 4. Addenda** - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract. It is the bidder responsibility to check the City of Antioch website, for any addenda that may have been issued prior to the bid/proposal due date. www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm.
- 5. Bid Opening** - Bids shall be delivered to the City Clerk's Office at the City of Antioch located at 200 H St Antioch CA, 94509 on or before the day and hour set for the opening of bids. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.
- 6. Late Bids** - Any bids received after the scheduled time of opening will be clocked in, but will not be opened or considered.
- 7. No Bid** - If a bid is not made, the bid form must be returned and the reason for not bidding stated; otherwise, the vendor's name will be removed from the bidders list. If a bid is submitted without an amount, it will not be considered.

- 8. Award or Rejection** - The bid will be awarded to the lowest responsive and responsible bidder offering the best value to the City and will be announced by way of publishing to the City's website ([Bid Documents](#)). Best value is based on all factors, including: cost (unit prices and total prices); contractor's ability, capacity and skill; ability to perform within the time required; character, integrity, reputation, judgment, experience and efficiency of contractor; quality of contractor's performance on previous purchases or contracts, if applicable; and the ability of the contractor to provide future maintenance, repair, parts and services, if applicable. **If within the past two years, a contractor has had a contract terminated early by the City of Antioch then contractor is disqualified from bidding on any future projects for a two year period from the date of termination.**

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

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

- 9. Terms and Conditions** - The bidder shall not change the wording on the specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be considered. Conditional bids cannot be accepted.
- 10. Brand Names-** The make or brand and grade of the article on which the bid is submitted should be stated on the bid form.
- 11. Payment Terms** - Must be indicated by filling in the proper blanks on the bid form. Cash discounts of less than 20 days will be considered net. The standard terms at the City of Antioch are Net 30 days.
- 12. FOB Point** - It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.
- 13. Approved Equal – Brand names and numbers, when used, are for reference to indicate the character or quality desired.** The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration if literature is submitted with the bid showing that the product is of equal or better quality and utility to that specified by the City. Determination of acceptability of any product shall be solely at the City's discretion.

- 14. Tax** - No bid shall include federal excise tax, inasmuch as the City is exempt per published IRS regulations concerning state/local governments. The City is obligated to pay applicable state sales or use taxes.
- 15. Samples** - When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request be returned at bidder's expense unless retained by City for future comparison.
- 16. Inspection** - All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.
- 17. Assignment** - No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.
- 18. Warranty** - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid. Contractor warrants all work done and goods provided under this Agreement shall at the minimum:
a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within said 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.
- 19. Timely Delivery** – If indicated in the bid form, bidder shall indicate time of delivery as the number of calendar days following receipt of the order by the contractor to receipt of the goods or services by the City. Time of delivery may be a consideration in the award.
- Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.
- 20. Liquidated Damages** - If delivery does not occur on schedule, it is understood that the City will suffer damage. Contractor may be subject to liquidated damages if the 4-person enhancement crew is not fully staffed on all scheduled workdays. Therefore, it is agreed that unless the enhancement crew is fully staffed as requested, the contractor shall pay liquidated damages in the sum of **one hundred (\$100.00) dollars per person per workday** to the City of Antioch.
- 21. Termination for Default** - The City may, by written notice of default to the vendor/contractor, terminate the contract in whole or in part should the vendor/contractor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor/contractor shall be liable for the

difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

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

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

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

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

25. Business License – The City of Antioch requires that any contractor doing business within the city limits must hold a valid City of Antioch Business License prior to merchandise delivery (by vendor) or services provided.

26. Governing Law - This contract shall be construed and interpreted according to the laws of the State of California with venue for any action under this Agreement in Contra Costa County, California.

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

infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

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

29. Assignment -- In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

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

A Payment Bond shall be required; Attachment "A".

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

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

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

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

32. Appeals -- Any actual or prospective bidder, or contractor that has a grievance in connection with any City solicitation or award of contract may protest in writing pursuant to the provisions in Antioch

Municipal Code section 3-4.03. Protestors are urged to seek resolution of their complaints initially with the using department.

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

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

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

All certificates and endorsements must be emailed to craposo@antiochca.gov, with the name of the contract clearly identified on the certificates and endorsements AND annual renewals automatically be generated and emailed as instructed.

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

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

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

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

4. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

Additional requirements if applicable:

5. Builder's Risk: Completed value of the project with no coinsurance penalty provisions for construction project.
6. Professional Liability: **\$1,000,000** as needed for design/build and other professional services.
7. Contractor's Pollution Liability: **\$1,000,000** per occurrence, **\$2,000,000** policy aggregate if hazardous materials are involved.

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

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

1. *Additional Insured Status*. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. *Primary Coverage*. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. *Notice of Cancellation*. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. *Waiver of Subrogation*. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. *Deductibles and Self-Insured Retentions*. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Certificate of Insurance and Endorsements: Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this

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

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

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

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

I. SPECIFICATIONS - BID NO. 988-0713-22B – 4-PERSON LANDSCAPE ENHANCEMENT CREW:

- 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 month of service. Invoices are to be emailed to Bryan Pitts, at bpitt@antiochca.gov or other City designee.
- 2) **EQUIPMENT & SUPPLIES:** Contractor agrees to provide and maintain all equipment required to perform the above services. The contractor's equipment is to be always of top quality and in good working order. If the City or its designee requests replacement equipment due to poor quality or performance the contractor will replace the equipment at his/her own expense as soon as possible.
- 3) **CONTRACT LENGTH & EFFECTIVE DATES:** This contract will be effective **September 1, 2022, through June 30, 2025**. Upon successful review, the City of Antioch at its sole discretion may elect to extend the contract two (2) additional years from **July 1, 2025, to June 30, 2027**.
- 4) **CUSTOMER SERVICE & QUALITY ASSURANCE:** Any work or assigned duties that are not performed to our standards and/or contractual agreement may result in delay, reduction, or discount at the contractor's expense. The judgment for reduced payment or discount shall be at the City's sole discretion. In addition, the City may at its discretion terminate the contract early and move to another responsible bidder if the City is not happy with the productivity, efficiency, services, or communication supplied by the contractor. All complaints about services rendered will be processed by the Deputy Public Works Director or designee/s.
- 5) **BUDGET:** The current estimate for the annual contract is up to \$475,000 per fiscal year. Nonetheless, this is not a guarantee of work or that all funds will be used. All work for this contract will be on an as needed basis. Funding is subject to approval of annual budgets and subject to change on short notice.
- 6) **HOURS OF OPERATION:** The Contractor shall have a representative available to meet with City of Antioch personnel during the normal City working hours, which are 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays. Contractor may work on Saturdays with prior permission from City representative. Per Antioch Municipal Code, Section 5-17-05, construction noise is limited on weekdays, no construction noise prior to 7:00 am and after 6:00 pm, and further limited to 8:00 am and 5:00 pm if within 300 feet of occupied dwellings.
- 7) **TIME & LOCATIONS:** The Contractor shall bid an 8-hour workday. The '8 hours' starts at the job site. Contractor is to keep the City informed of working locations so that the City representative can inspect the work throughout the process. The City of Antioch will reserve the right to make the sole judgment on productivity and efficiency. If the City desires more than one landscape enhancement crew, then the City may elect to use more than one contractor.

A. SCOPE OF WORK - BID NO. 988-0713-22B – 4-PERSON LANDSCAPE ENHANCEMENT CREW:

The City of Antioch is requesting a quote for a 4-person landscape enhancement crew to work 8 hours per day. The crew will work as directed by the City in the medians and landscaped rights-of-way throughout the City of Antioch.

1) CITY WILL PROVIDE:

- A) Inspection – The City’s representative will answer questions and inspect work for contract compliance.
- B) Direction and Quality Control – The City’s representative will provide work areas to enhance and answer questions as to the type of trimming, ground preparation and replanting needed.
- C) Plant Material – The City will provide all plant material including bark and soil amendments needed to replace dead or missing plants and trees.
- D) Irrigation Supplies- City will provide controllers, valves, sprinkler heads, bubblers, irrigation tubing, and risers as needed.
- E) Notice – The City shall give a 72-hour notice for the start of work and provide a schedule of workdays.
- F) Disposal Site – The City will provide to the contractor, a disposal site within twelve miles of all work locations.

2) CONTRACTOR WILL PROVIDE THE FOLLOWING:

- A) **Work Crew**
 - a) A safe, motivated, and skilled 4-person crew or team capable of productively pruning and trimming vegetation in a highly efficient and productive manner.
 - b) A crew capable of efficiently and professionally planting missing trees, shrubs, and ground cover including any soil preparation and amendments needed prior to planting.
 - c) A crew capable and trained to apply necessary pre-emergent herbicide prior to spreading bark.
 - d) A crew capable of performing irrigation repairs and installation such as replacing valves, changing out sprinkler heads, repairing and/or trenching mainlines, laterals, and installing flow sensors.
 - e) Crew to also pick up all litter/debris in the respective work areas unless otherwise directed.
 - f) Contractor to ensure all state, federal and OSHA safety regulations are met including but not limited to cold drinking water, shade and rest periods.
 - g) The duration of the annual working months are estimates only and no guarantee of work. The 4-person crew is estimated to work approximately 10 to 11 months per 12-month period, February thru December, Monday - Friday, 8 hours per day.
 - h) Saturday work is on an as needed basis; availability is required.
- B) **Equipment:** *The following equipment is required:*
 - a) One (1) commercial grade string trimmer or weed whacker.
 - b) One (1) Engine Powered Rear Tine Rototiller 8 hp minimum.
 - c) One (1) Commercial grade trencher on an as needed basis.
 - d) Two (2) commercial grade gas powered trimmers: (1) pole hedge trimmer and (1) short trimmer.
 - e) One (1) commercial grade blower.
 - f) One (1) 6-yard (minimum size) dump truck or a truck and 6 cubic yard (minimum size) hydraulic dump trailer in place of a 6-yard (minimum size) dump truck.

- g) One (1) chainsaw (have onsite and available if needed).
 - h) Rakes, shovels, brooms, etc., as needed to complete the task.
 - i) One (1) Caltrans approved arrow board.
- C) **Herbicide:** The contractor will provide a trained pesticide applicator to apply any necessary granular pre-emergent herbicide after planting. Contractor is to supply the herbicide and is responsible for the safe application and reporting of any pesticide use to the Contra Costa Department of Agriculture and/or California Department of Pesticide Regulation. Contractor to bid for the cost of pre-emergent herbicide materials and labor at a per square foot rate under the heading "Pre-Emergent Herbicide Material and Labor Rate Per Square Foot" of the bid submittal.
- D) **Safety:** Contractor is responsible for all onsite safety and traffic control (required). Additionally, items furnished shall meet requirements of the Occupational Safety and Health Act (OSHA), federal, state, and local requirements, in addition to requirements of appropriate safety standard organizations.
- a) Workers to always wear reflective vests.
 - b) Vehicles must be clearly labeled with company name and vehicles numbers.
 - c) All lane street closures must comply with Caltrans regulations and specifications; including but not limited to signs, taper length, and devices. Unsatisfactory traffic control will not be tolerated and may be cause for immediate job shutdown or dismissal from contract.
 - d) Contractor must always possess an approved traffic control plan.
 - e) Minimum of 50 (more may be required) 28-inch cones
- E) **Communication:** At least one crew member must be able to communicate with City staff in English, both verbally and in writing.
- F) **Cost:** The Contractor shall quote a price that includes compliance with all specifications listed above, including labor, equipment, herbicide, traffic control and any other incidentals to complete the worksafely and efficiently.

III. BID SUBMITTAL WORK SHEET - BID NO. 988-0713-22B

Your Company Name:

Contact Name:

Contact Phone:

Contact Email:

4-PERSON LANDSCAPE ENHANCEMENT CREW

The Contractor shall quote a price that includes compliance with all specifications listed, including labor, equipment, herbicide, traffic control and any other incidentals to complete the worksafely and efficiently.

4-PERSON LANDSCAPE ENHANCEMENT CREW					
Fiscal Year	* Cost 8 Hr. Day	Qty.	* Cost Per Week	Qty.	* Cost 11 Months
22/23		x5 =		x48 =	
23/24		x5 =		x48 =	
24/25		x5 =		x48 =	
Optional 2 Year Extension					
25/26		x5 =		x48 =	
26/27		x5 =		x48 =	
Five Year Grand Total:					\$

PRE-EMERGENT HERBICIDE MATERIALS AND LABOR RATE PER SQUARE FOOT PER FISCAL YEAR:

Fiscal Year	* Rate/Square Foot
FY 22/23	
FY 23/24	
FY 24/25	
Optional 2 Year Extension	
FY 25/26	
FY 26/27	

COST CERTIFICATION FORM

(Required submittal form)

The undersigned Authorized Signature certifies as follows:

All work for which this proposal is submitted is for Landscape Maintenance Services in accordance with all special provisions (including the payment of not less than the minimum wages set forth therein) and contract annexed hereto, and also in accordance with all Federal, State & local regulations as detailed in this Request for Proposals.

The undersigned, as proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that the proposer has carefully examined the location of the proposed work, the attached proposed form of contract, and documents herein referenced; and that the proposer agrees if this proposal is accepted, that he/she will contract with the City of Antioch, in the form of the copy of the contract attached hereto, to provide all necessary machinery, tools, apparatus, and other necessary means, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Public Works Director or his designee as therein set forth, and that the proposer will take in full payment therefore the amount quoted above:

Company Name: _____

Primary Contact: _____ Title: _____

Business Address: _____

City, State, Zip: _____

Telephone No.: _____ Fax No: _____

Email Address: _____

Website Address: _____

* I certify that I am authorized to provide the cost for the 4-Person Landscape Enhancement Crew as well as the Materials Rate per Square Foot:

PRINT NAME/TITLE

SIGNATURE

DATE

CITY OF ANTIOCH
PROJECT TITLE
Bid No. 988-0713-22B

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

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

Does proposed bid conform to all requirements listed in this document and drawings? _____
If NO, explain non-conforming specifications in detail on separate sheet.

Terms or Cash Discount (if other than net 30 days)_____

Company Name_____

Contact Name_____

Title_____

Address_____

City/State/Zip_____

Telephone_____ FAX_____

Email Address_____

Contractor's License No._____ Exp. Date_____

City of Antioch Business License No._____ Exp. Date_____

Signature_____ Date_____

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

DELIVER BID SUBMITTAL TO:

CITY OF ANTIOCH
PUBLIC WORKS
BID NO. 988-0713-22B
1201 W 4TH STREET
ANTIOCH, CA 94509

NON COLLUSION AFFIDAVIT

THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH

PROJECT TITLE

Bid No. 988-0713-22B

The Bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of the CITY OF ANTIOCH whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me by:

This _____ day of _____, 20 _____

Notary Public

ATTACHMENT "A"

SAMPLE PAYMENT BOND (IF SELECTED)
THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH
4-Person Landscape Enhancement Crew
Bid No. 988-0713-22B

KNOW ALL PERSONS BY THESE PRESENTS, that

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this **XXX** day of **XXXXXX**, 2022, 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

Name Print

Title

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

(Surety)

Address

By _____
Signature

Print Name

Title

Attachment "B"

SAMPLE AGREEMENT

4-PERSON LANDSCAPE ENHANCEMENT CREW AGREEMENT

THIS AGREEMENT, made and entered into this XXth day of _____, 2022 by and between XXXXXXXX, hereinafter called "CONTRACTOR" and the CITY OF ANTIOCH, hereinafter called the "CITY."

WITNESSETH, that the CONTRACTOR and the CITY, for consideration hereinafter named, agree as follows:

1. SCOPE OF WORK

The work consists, in general, of furnishing all materials, labor, tools, plant, supplies, equipment, transportation and superintendence necessary to perform the work required for the 4-Person Landscape Enhancement Crew. The work is more fully described in the RFP Contract & Specifications Bid Document, and also in the Contract Documents. The Contract Documents are defined below in Section 4 of this Agreement.

2. TIME OF COMPLETION

After this Agreement has been executed by the parties, the CONTRACTOR shall begin work within ten (10) calendar days after the effective date of the Notice to Proceed, and shall diligently prosecute all of the work under this Agreement in all parts and requirements as defined in the Contract Documents, from the effective date of said Notice to Proceed. The period of performance shall be ninety (90) working days from the Notice to Proceed.

3. TOTAL BID PRICE

The CONTRACTOR shall faithfully perform all of the work hereunder for the Not to Exceed Contract Price of XXXXXXXXXXXXXXXXXXXXXXXXXXXX dollars and .00 cents (\$XXX.00), payable by the CITY to the CONTRACTOR at the time and in the manner provided in the Contract Documents. The total bid price comprises the 4-Person Landscape Enhancement Crew Bid in the not to exceed amount of \$XXX.00 for the entire 5-Year period of the agreement, and Materials and Labor rate per square foot in the not to exceed amount of \$XXX.00 for the entire 5-Year period of the agreement.

4. COMPONENT PARTS

This Agreement shall consist of the following documents, each of which is on file in the City of Antioch, Capital Improvements Department, and all of which are incorporated herein by this reference:

- A. Agreement
- B. Notice Inviting Bids (RFB); including but not limited to:
 - a. Description of Project (Specifications, General Scope of Work, Detailed Scope of Work, City Park Specifications)
 - b. General Terms and Conditions
- C. Description of Project (Equipment)
- D. Special Provisions
- E. Bid Submittal Forms
- F. Payment bond
- G. Insurance Requirements

5. SERVICE OF NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage pre-paid, to the appropriate address specified in the CONTRACTOR's bid, and in the case of the CITY, to P.O. Box 5007, Antioch, CA 94531-5007, or at any other address which either party may subsequently designate in writing to the other party.

6. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Agreement shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the party listed opposite its name to act as its initial agent for service of process relating to any such action:

CITY: Department of Public Works
City of Antioch
1201 W 4th Street
Antioch, CA 94509

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

CONTRACTOR: XXXX, Company.
XXXX, Company Rep
XXXX, Company Address
XXXX, CA 9XXXX

Each such agent is hereby authorized and directed to accept service of process in any such action on behalf of his principal until such time as his successor shall have been appointed by his principal and notice thereof has been delivered to the other party in the manner provided herein for the giving of notice.

THIS SECTION INTENTIONALLY LEFT BLANK

CONTRACTOR:

XXXXXXXXXXXXXXXX

Name Under Which Business is Conducted

The undersigned certify that they sign this Agreement with full and proper authorization so to do:

*By: _____

Title: _____

By: _____

Title: _____

** If CONTRACTOR is a corporation, this Agreement must be executed by two officers of the corporation, consisting of: (1) the President, Vice President, or Chair of the Board; and (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the CITY is provided demonstrating that such individual is authorized to bind the corporation (e.g. – a copy of a certified resolution from the corporation’s bylaws).*

**CITY OF ANTIOCH, CALIFORNIA
A Municipal Corporation**

By: _____
Cornelius Johnson, Interim City Manager

By: _____
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith, City Attorney

ATTACHMENT "C"

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.