



Invitation for Bid

No. 202021-08

FOR

Asphalt – Concrete Patching

Date Released: June 2, 2021

**CITY OF MADERA
Public Works**

Bids are due prior to 4:00 P.M., Friday, July 2, 2021

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FOR
ASPHALT – CONCRETE PATCHING

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INTRODUCTION

The City of Madera is in need of small, permanent Asphalt-Concrete patching services for the repair of sewer, water, and other similar small to medium-service trenches as well as failed asphalt areas in streets and alleyways throughout the City.

INSTRUCTIONS TO BIDDERS

1. No bid proposal will be considered for award unless submitted in the bid format provided in this Invitation for Bids (IFB).
2. Submit one (1) original and one (1) electronic copy in PDF format on a CD or USB drive of the Contractor's bid. The hard copies and CD or USB drive shall be delivered or submitted to the City of Madera prior to due date and time mentioned above. ***Due to COVID-19 safety precautions, and to ensure the delivery of your bid, it is required that you also email an electronic version to jstickman@madera.gov by the time and date specified above.***

Bids shall be submitted in a sealed package clearly marked “**IFB No. 202021-08 Asphalt-Concrete Patching, DO NOT OPEN UNTIL TIME OF BID**” and addressed as follows:

Jennifer Stickman, Procurement Services Manager
Finance Department – Purchasing Central Supply Division
City of Madera
205 W. 4th Street
Madera, Ca. 93638

Bids received after the time and date specified above will be considered nonresponsive and will be returned to the Contractor.

- A. Attention of bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are basis for evaluation and will be part of any contract with the successful bidder. Any deviations from the specifications in this notice shall be proper reason for rejection of all or any part of the bid proposal.
- B. The City of Madera recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation or marital status.

- C. The City reserves the right to reject or accept any or all bids or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.
- D. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation.
- E. The City reserves the right to modify this Invitation for Bids (IFB) at any time. In the event it becomes necessary to modify or revise the IFB, a written amendment or addenda issued by City's Purchasing-Central Supply Division is the only method which should be relied on with respect to changes to the IFB. Bidder is responsible to contact City's Purchasing-Central Supply Division prior to submitting a bid to determine if any amendments were made to the IFB. Documents, amendments, addenda, etc. will be posted to the City's Purchasing page at www.cityofmadera.ca.gov/purchasing under Bid Announcement and Results.

Questions and suggestions concerning the IFB must be submitted in writing no later than June 25, 2021. Written questions or inquiries should be e-mailed to Jennifer Stickman, Procurement Services Manager, at jstickman@madera.gov.

No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All inquiries should be submitted in writing per the process described in this document.

- F. Proposals will be evaluated by the City. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information.
- G. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer, or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.
- H. The City reserves the right to seek supplementary information from any proposer at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal.
- I. Issuance of the IFB and receipt of proposals does not commit the City to award an agreement. The City reserves the right to postpone the IFB process for its own convenience, to accept or reject any or all proposals received in response to this IFB, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this IFB. The City also reserves the right to apportion the award among more than one company.

- J. A one-year award will be made with an option to extend for one additional year. Award shall be in the form of a City of Madera Purchase Order and attachments of IFB, and response thereto, shall be part thereof as if fully set forth therein.
- K. The City may, at its sole option, terminate any contract/agreement that may be awarded as a result of this IFB at the end of any City Fiscal Year for reason of non-appropriation of funds. In such event, the City will give bidder at least thirty (30) days written notice that such function will not be funded for the next fiscal period.
- L. In accordance with the provisions of Section 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations; the general prevailing rate for each craft, classification, or types of workers required to execute the contract. A copy of said prevailing rate of per diem wages is on file in the office of the Owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at the job site.

Each Contractor and Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.

Department of industrial Relations Registration of Contractors & Subcontractors:

Department of Industrial Relations Annual Registration:

1. Beginning on March 1, 2015, pursuant to Labor Code Sections 1772 and 1771.1(b) - all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations.
2. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations.
3. Beginning on April 1, 2015, pursuant to Labor Code Section 1725.5 - no Contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations.
4. Pursuant to Labor Code Section 1771.4(a)(1) – all contractors and subcontractors must furnish Certified Payroll Records (CPRs) weekly to the Agency they are contracted with and file electronic certified payroll records weekly directly to the Labor Commissioner, Division of Labor Standards Enforcement (DLSE).

5. Pursuant to Labor Code Section 1776(c) – the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or forms that contain the same information as the forms provided by the division.
6. Pursuant to Labor Code 1771.5 - the awarding agency shall withhold contract payments when payroll records are delinquent or inadequate.
7. Pursuant to Title 8 California Code of Regulations Section 16451(d)/Labor Code Section 1771.4(a) (2) - the contractor must post job Posters and Notices as required by Department of Industrial Relations and as required by other State agencies.
8. Pursuant to Labor Code Section 1773.3 - the Public Agency must file a PWC 100 Form with the DIR within 5 days of the award of a public works project. PWC Form 100 will be amended to reflect changes in contract time. The DIR will also be notified within 5 days of the completion of project.

In bidding on this Project, it shall be the Bidders sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law(s) in the Project bid.

Pursuant to Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors that are ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations at www.dir.ca.gov/DLSE/Debar.html

- M. Prior to beginning any work or delivering any equipment or material to be furnished under this proposal, the bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5454. Should the bidder already have a license, please indicate the license number and expiration date below:

City License No. _____ Expiration Date _____

Any Federal or State of California License/Certification required to provide the services will be required. A Class A Contractors license would be preferred, or a combination of the Class C-12 for the earthwork and paving in addition to a C-8 for the concrete work would also be considered. Insurance documentation in accordance with the Insurance Requirements for Service Providers document included in this IFB as Attachment B will also be required.

- N. Bidder's Proprietary Information: Upon award, all documents provided by the successful bidder shall become public record. All documents provided by any bidders, other than the successful bidder, shall become public record in their entirety and subject to disclosure, unless said documents are retrieved by the bidder within ten (10) business days of the award. This shall also include but is not limited to documents for projects for which all proposals are rejected and projects for which an award is not made for any reason. In the event that one or more proposals are returned to the bidding parties, it is

the intent of the City that such documents shall not become public records of the City unless required by the California Public Records Act or other provisions of law.

- O. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. The local vendor outreach policy shall not apply to those Agreements where State or Federal law, or other laws or regulations preclude such a preference.

Contractors will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Contractors will, upon request, provide records showing the outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

- P. The City intends that other public agencies (county, special district, public authority, public agency, school district or other political subdivision of the state of California) shall have the option to participate in any agreement created because of this Request for Proposal. The City of Madera shall incur no financial responsibility in connection with a purchase order from another public entity. Vendor's agreement or failure to agree to the "piggyback" agreement will not be a factor in the award. This piggyback will remain available for one year from the date of the Bid award.

Check one of the following:

- i. Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with no exceptions.
- ii. Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with the following exceptions noted, as attached.
- iii. The Vendor does not agree to extend pricing, terms and conditions in our Bid to any other agency.

SPECIFICATIONS FOR ASPHALT- CONCRETE PATCHING

A. The City of Madera is in need of small, permanent Asphalt-Concrete (A/C) patching services for the repair of sewer, water, and other similar small to medium-service trenches as well as failed asphalt areas in streets and alleyways throughout the City.

B. All permanent repairs require saw cutting when applicable, removing materials

to a minimum six-inch depth, compacting/stabilizing and full depth A/C repairs. Any situation necessitating a variation from these requirements would be at the direction of authorized personnel within the City of Madera Public Works Department.

C. The successful bidder shall request an Underground Service Alert (USA) on all repair sites, assigned by the Public Works Department, at least two days prior to beginning work.

D. All expenses for materials, including either SS-1H or CQS-1H Fog Seal 50/50 mix, removal and disposal of existing pavement, clean-up, traffic control, advanced warning and construction barricades and signing, shall be included in your bid.

E. The contractor must comply with all safety requirements as set forth in the latest editions of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), as well as the MUTCD California Supplement.

F. The successful bidder will be required to post a Performance Bond in the amount of \$75,000 to be held by the City until the end of the 2021/2022 fiscal year. A sample bond is included as Attachment A.

G. All work must be completed within 30 days of receipt of assignment from the Public Works Department. No mandated schedule is set. A list of areas to be patched will be given to the successful bidder and they will set their own schedule according to the amount of work on the list. They will be expected to inform the Streets Division of their schedule to allow for inspection by the Division and must complete all assigned work within 30 days of receipt of assignment.

H. When permanent asphalt patching is required for an area that has had a utility repair such as a water or sewer line repair, the repair will already have been completed by the City or other utility. The trench or patch area that is requiring the permanent A/C will have been filled in with either base rock or cold patch material temporarily which would have to be removed to the correct depth to complete the final repair. In this case traffic control would need to be provided for final repair only. Extra saw cutting may be required if there was damage to repair area prior to final phase of work. Note this does not apply when completing the repair for a failed area not covered under a utility repair. See items A through D under Section 2, Specifications for Asphalt-Concrete Patching.

ESTIMATES BASED ON PRIOR YEARS

These figures are estimates only. They are based on past history but are not a guarantee of the numbers or types of work that will be needed.

A. For small, permanent Asphalt-Concrete patching services for repair of sewer, water, and other similar small to medium-service trenches and failed asphalt areas

estimated at 7,000 to 20,000 square feet – average annual spend of approximately \$200,000.

B. Failed asphalt areas in alleyways estimated at 28,000 square feet – average annual spend of approximately \$250,000.

* * * * *

CITY OF MADERA
BID PROPOSAL AUTHORIZATION
ASPHALT-CONCRETE PATCHING

IFB #202021-08

DATE _____

COMPANY NAME _____

STREET ADDRESS _____

CITY / STATE / ZIP _____

PHONE NUMBER _____

EMAIL _____

PERSON PREPARING BID _____

POSITION _____

SIGNATURE _____

MADERA BUS. LIC. NO. _____

CALIF STATE CERT. NO. _____

Note: This entire packet must be completed and returned with the Proposal.

BID PROPOSAL FORM
ASPHALT- CONCRETE PATCHING

IFB #202021-08

Please bid in square foot increments (including CQS-1H Fog Seal):

000-499 sq/ft

\$_____ PER SQ/FT

500-699 sq/ft

\$_____ PER SQ/FT

700+ sq/ft

\$_____ PER SQ/FT

SAW CUTTING (LINEAL FOOT)

\$_____ PER LINEAL FT.

ATTACHMENT "A"

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and (Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, (\$_____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2021, a copy of which is hereto attached and made a part hereof for the construction of:

"Asphalt-Concrete Patching, IFB202021-08"

NOW, THEREFORE, if the Principal shall willingly, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to 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.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
_____ (number)
counterparts, each one of which shall be deemed an original, this the _____ day of
_____, 2021.

ATTEST: _____
Principal

_____ BY: _____ (s)
(Principal) Secretary

(Seal)

(Witness as to Principal) (Address)

ATTEST: _____

(Surety) Secretary (Surety)

(SEAL)

_____ BY: _____
Witness as to Surety Attorney in Fact

(Address) (Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners shall execute Bond.

ATTACHMENT "B"

BID BOND

KNOWN ALL MEN BY THESE PRESENT, that we, the undersigned, _____
_____ as Principal, and _____ as Surety,
are hereby held and firmly bound unto _____ as Owner in the penal sum of
_____ for the payment of which, well and truly to be made, we hereby jointly
and severally bind ourselves, successors and assigns.

Signed, this ____ day of _____, 2021. The condition of the above obligation is such
that whereas the Principal has submitted to _____ a certain bid, attached
hereto and hereby made a part hereof to enter into a contract in writing, for the

"Asphalt – Concrete Patching, IFB 202021-08"

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,

- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.) By _____

Principal

Surety

By: _____

(Seal and Notarial Acknowledge of Surety)

ATTACHMENT "C"
PURCHASE ORDER – STANDARD TERMS AND CONDITONS FOR THE PURCHASE OF SERVICES

Purchase Order - Standard Terms and Conditions for the Purchase of Services

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, THE PURCHASE ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- 1. Offer and Acceptance:** The Purchase Order is an offer by the City of Madera ("City") to enter into a contract; and any of the following acts constitute Contractor's acceptance of the Purchase Order and all terms and conditions stated therein: (a) Contractor's commencement of work or (b) Contractor's acceptance of any payment from City.
- 2. Prices:** All rates and/or prices itemized in the Purchase Order are firm and not subject to escalation unless so stated on the face of the Purchase Order. Contractor represents and warrants that all rates and/or prices itemized in the Purchase Order are at least as low as those currently being quoted by Contractor to commercial or government users for the same work of similar scope under similar circumstances.
- 3. Taxes:** This purchase is subject to all applicable California sales and use taxes.
- 4. Terms of Payment:** Full payment shall be made within thirty (30) days from the date of receipt of invoice or acceptance of work, whichever occurs last, with the exception of instances where specific codes or terms dictate alternate payment schedules. If City is entitled to a cash discount, the period of computation shall commence on the date of receipt of invoice or acceptance of work by City, whichever occurs last. Partial payments may be made with City's concurrence at no less than monthly intervals. City shall endeavor to pay each invoice within thirty (30) days, but shall not be responsible to Contractor for additional charges, interest or penalties due to failure to pay within that period.
- 5. Time for Performance:** Time is of the essence in the performance of the Purchase Order. If service cannot be performed at the specified time, Contractor shall promptly notify City of the earliest possible date for performance of the service. Notwithstanding such notice, if Contractor, for any reason whatsoever, fails to perform the work within the time specified, City may terminate the Purchase Order or any part thereof without liability except for work previously performed and accepted.
- 6. Warranty:** Contractor warrants that the work performed under the Purchase Order complies with all specifications and that workmanship and materials are free from defects. If any portion of the work has not been completely described in the Purchase Order, it shall comply with State and Local codes, if applicable and established industry standards. Contractor agrees that the aforementioned warranties shall be in addition to any warranties provided by law or offered by Contractor. In addition to any other right City may have, if any work is found not to be in compliance with specifications or if workmanship and/or materials are found to be defective within ninety (90) days after the conclusion of performance of the work, Contractor shall, at City's option, take any necessary corrective action required to correct the defect.
- 7. Independent Contractor Status:** Contractor is acting as an independent contractor in performing the work required by the Purchase Order and is not an agent or employee of City. Nothing in the Purchase Order shall be interpreted or construed as creating or establishing the relationship of employer and employee between City and Contractor. Contractor is responsible for paying all required state and federal taxes.
- 8. Use of Subcontractors:** Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by City in advance in writing.
- 9. Discrimination:** Contractor shall strictly adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, marital status, national origin, age or disability.
- 10. Compliance with Laws:** (a) Contractor shall comply with all applicable governmental laws, ordinances, codes, rules, regulations, programs, plans, and orders in the performance of work under the Purchase Order.
(b) Contractor shall obtain and maintain throughout the life of the Purchase Order all permits and licenses required in connection with the work to be performed and shall provide copies of such permits and licenses to City, upon request.
- 11. Extra or Additional Work and Changes:** Contractor shall perform no extra or additional work or alter or deviate from the work specified in the Purchase Order unless agreed in writing by City. Contractor shall not be compensated for extra work without written authorization from the City. Contractor must have the written authorization from the City in advance of any work being done.
- 12. Change Orders:** City shall have the right to revoke, amend, or modify the Purchase Order at any time by issuance of a written Change Order. No verbal revocations, amendments or modifications shall be held binding on City; and City is not required to compensate Contractor for services not authorized in advance by written Change Order. Contractors must respond within ten (10) days of receipt of City's written Change Order. If written response is not received by City within ten (10) days or upon Contractor's performance of work reflecting the change, whichever occurs first, either of these actions shall constitute Contractor's acceptance of the change without any price or other adjustment.
- 13. Indemnification:** Contractor shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.
- 14. Insurance:** Contractor shall provide insurance coverage as listed in Attachment A to this document.
- 15. Assignment:** Contractor shall not delegate or subcontract any duties or assign any rights or claims under the Purchase Order without City's prior written consent.
- 16. Termination:** The Purchase Order may be terminated by mutual consent of both parties or by City at its discretion. City may cancel the Purchase Order at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under the Purchase Order as directed by City. If the Purchase Order is so terminated, Contractor shall be paid in accordance with the terms of the Purchase Order for work performed and accepted prior to termination.
- 17. Breach of Contract:** Should Contractor breach any of the provisions of the Purchase Order, City reserves the right to cancel the Purchase Order upon written notice to Contractor and obtain such services from another source. If a greater price than that named in the Purchase Order is paid for such services, the excess price shall be charged to and collected from the Contractor.
- 18. Governing Law; Public Records:** The Purchase Order shall be governed by and construed in accordance with the laws of the State of California as interpreted by the California courts, and any litigation arising out of the Purchase Order shall be conducted in the courts of the State of California. California law requires that the contents of the Purchase Order be open to inspection and copying by the public.
- 19. Force Majeure:** Neither party to the Purchase Order shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. City may terminate the Purchase Order upon written notice after determining such delay or default will reasonably prevent successful performance of the Purchase Order.
- 20. Exceptions to City's Terms and Conditions:** If Contractor objects to any term or condition set forth in the Purchase Order, this objection must be in writing and received by City's Purchasing Division as identified below prior to Contractor's commencement of the work. Notwithstanding such notice, waiver or modification of any term or condition shall occur only if agreed in writing by City.
- 22. Additional or Inconsistent Terms:** Any term or condition set forth in any acknowledgment form provided to City by Contractor which is in any way different from, inconsistent with, or in addition to the terms and conditions of the Purchase Order will not become a part of the Purchase Order nor be binding on City. If Contractor objects to any term or condition set forth therein, this objection must be in writing and received by City's Purchasing Division as identified in this document prior to Contractor's delivery of product(s) or service(s). Notwithstanding such notice, waiver or modification of any term or condition shall occur only if agreed in writing by City.
- 23.** All notifications provided by Contractor as a result of or relating to this Purchase Order must be sent to: City of Madera, Purchasing Division, 1030 South Gateway Drive, Madera, CA 93637

ATTACHMENT "A" to the Purchase Order Standard Terms and Conditions for the Purchase of Services

INSURANCE REQUIREMENTS FOR CONSTRUCTION AND SERVICES CONTRACTS

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$2,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

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 Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation

Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.