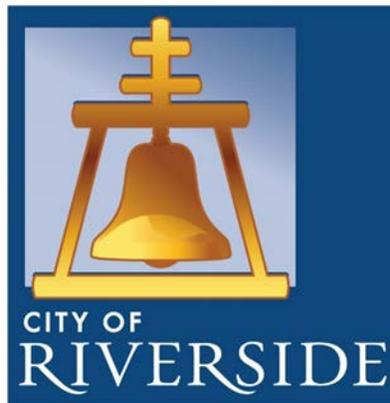


**REQUEST FOR QUALIFICATION
FOR CONSTRUCTION SERVICES**

Request for Qualification (RFQ) for a Contractors' Panel to provide construction, maintenance, repair, and rehabilitation services at the Riverside Regional Water Quality Control Plant (RWQCP), City-wide Sewer/Storm Drain Collection System and the Tequesquite Landfill

RFQ No. 1740



City of Arts & Innovation

ISSUED BY
THE CITY OF RIVERSIDE
FINANCE-PURCHASING DIVISION FOR:

Public Works Department
3900 Main Street
Riverside, California 92522

QUALIFICATIONS DUE

June 14, 2018 BEFORE 4:00 PM PDT

Non-Mandatory Pre-Proposal Meeting

May 31, 2018 AT 10:00 AM PDT
Location: City Hall; 6th Fl. Large
Conference Room
3900 Main St.
Riverside, CA 92522

Request for Qualification

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1. Introduction/Purpose

The Riverside Public Works Department and the Regional Water Quality Control Plant (“City” and “RWQCP”) is developing a qualified Contractors’ Panel (“Contractors”) to provide as needed Contracting Services.

A Statement of Qualifications (“SOQ”) is requested from the Contractors that show a demonstrated ability to perform the tasks identified in this Request for Qualification (“RFQ”).

2. Schedule of Events

It is the goal of the City to select and retain a Panel by [August 14, 2018]. In preparation for that action, the following **tentative** schedule of events has been prepared:

Event	Date	Time
Request for Qualifications Released	5-21-2018	N/A
Non-Mandatory Pre-Proposal Meeting	5-31-2018	10:00am PDT
Final Questions Due	6-4-2018	Before 10:00 am PDT
Responses to Questions Released	6-7-2018	N/A
Proposals Due	6-14-2018	Before 4:00pm PDT
Interviews, If Needed	Week of 6-18-2018	To be determined
Notification of Tentative Selection	Week of 6-25-2018	N/A
Tentative City Council Meeting to Consider Awarding Panel	8-14-2018	2:00pm

The City reserves the right to amend, withdraw and cancel this RFQ. The City reserves the right to request or obtain additional information about any and all SOQs before making an award. The City also reserves the right to seek clarification from any Contractor about any statement in its SOQ that the City finds ambiguous.

3. Background

The Riverside Regional Water Quality Control Plant (RWQCP) provides treatment of domestic and industrial wastewater generated within the City of Riverside (City) and the community Service Districts (CSDs) of Highgrove, Rubidoux, Edgemont and Jurupa. This entails the operation of primary, secondary and tertiary treatment processes to produce high quality effluent that complies with all State and Federal requirements. Currently, the RWQCP just completed a multi-million dollars plant expansion, which includes a Membrane Bioreactor System (MBR) Treatment process. This will allow the City to treat from 30 million gallons per day to ultimately 54 million gallons per day of sewage upon build-out.

In order to keep up with current state and federal regulations, and normal day to day operations of the existing plant, the City of Riverside Public Works Department is requesting Contractors to submit an SOQ for establishing a Contractors Panel of qualified Contractors to provide on-call services. The selected Contractors will perform “Specific Project Work” involving, but not limited to the following: new construction, installation, maintenance ,closed-circuit television (CCTV)

inspection, repair, rehabilitation, modification, cleaning, debris/root removal, CIPP lining and/or extension of sewer/force mains, potable, and reclaimed water pipelines; Hazardous waste spill response & Confined Space Rescue; Sewer Lift Stations equipment maintenance repair, replacement, and modifications; Controls, and communications (SCADA) equipment maintenance, repair, replacement, and modification; Security fencing, landscape work and miscellaneous work for the RWQCP and the Tequesquite Landfill. The work will also include on-call construction services to provide closed-circuit television (CCTV) inspection, repair, rehabilitate, install, remove debris/roots, and install CIPP liner of the City-wide sewer/storm drain pipelines and appurtenances.

4. Contractor Qualifications

The SOQ will only be considered from the Contractor that meet the following prerequisites:

- Have a State of California “A”, and/or “C – specialty” Contractor’s license (s), in good standing for the Specific Project to be performed by the Contractor. Have not filed for bankruptcy under any business name over the past five (5) years. Refer to Scope of Services, Section 5, for specific license requirements to construct or modify various projects. Contractor or his approved subcontractor must have the appropriate license(s).
- The City expects the Contractor’s Work to be of the highest, professional quality and meet all of the standards herein described. The City personnel will inspect all work. The Contractors who make up the Panel will be required to demonstrate the ability to:
 - a. Construct and maintain one or more of the Categories of sewage system and storm drain work described in section 5;
 - b. Provide all necessary skilled workers, tools, equipment and to furnish materials (when specified) to do the work;
 - c. Perform and complete Work on an as-needed basis;
 - d. Respond to emergencies, mobilizing within days or hours of RWQCP’s Notice to Proceed; and
 - e. Perform the obligations as set forth in the Contract Documents related to this Request for Qualification.
 - f. Perform the work to be of the highest, professional quality and meet all of the standards herein described.
- The Public Works Department and the RWQCP requires the Contractors to demonstrate proficient, applicable work experience in providing construction, maintenance, and repair services in one or more of the Work Categories listed in the section below. If the Contractor submits SOQ for multiple Work Categories, only one proposal will be required. The Contractor will qualify for each Work Category separately and will be requested to provide a bid only on those Projects where the majority of the work is in one of their “Qualified Categories”.
- Subcontractors may only be used if the total value of subcontracted work constitutes less than 50% of the dollar value of the Specific Project, except that any designated “Specialty

Items” may be performed by subcontract as indicated in the Standard Specifications for Public Works (Green Book) Section 2-3.2. Subcontractors shall be considered employees of the Contractor, and the Contractor shall be responsible for their work. If awarded a Specific Project bid, Contractor shall only use qualified subcontractors to do work in any category as approved by the City.

- Have registered as a “Prospective Bidder” on the City’s electronic Current Prospective Bidders List. Contractors can register at:

[PlanetBids Vendor Portal](#)

- Once registered, Contractors must download this RFQ by clicking “Place eBid” under their name in order to appear on the Bidder’s List as a “Prospective Bidder.” Contractors that fail to specifically download this RFQ will not appear on the Bidders’ List and will be unable to participate or be considered for this RFQ.
- Contractors and/or their key personnel shall hold an appropriate license for the Contractor’s discipline and the Services on the date the SOQ is submitted.
- Contractors shall have registered with the Department of Industrial Relations and any other required organizations.
- SOQ will be considered only from Contractors in the business of regularly providing collection and storm drain system, and wastewater plant services in one or more of the Work Categories in the section below with the minimum specified years of experience. Experience in non-utility industries (petro-chemical, private site facilities, or military) is not sufficient.

5. Scope of Services

Contractors shall provide the Work Categories required described below:

5.1 Sewer, Potable Water and Reclaimed Water Pipelines and associated ancillary devices & equipment within the RWQCP

Contractor shall have ten (10) years of current continuous experience in construction and rehabilitation of sewer, potable and reclaimed water pipelines and manhole rehabilitation. Qualifying experience shall be under current Contractor’s license and company name for ten (10) years or more.

5.2 Miscellaneous Work, Property Security Systems and Fencing, Landscape Work and General Maintenance, Repair and Rehabilitation

Contractor shall have a minimum of eight (8) years of experience in the construction of open concrete-lined or shotcrete-lined channels, general concrete work, AC and base paving, grading, structural steel and re-enforced concrete, earthwork, security fencing, welding, roofing, HVAC systems, manhole rehabilitation, sludge, digester gas and hot water pipelines, erosion control,

fiberglass tank and gas line repair, painting and coating, security cameras, striping, and landscaping work. Qualifying experience shall be under Contractor's current license and company name for eight (8) years or more.

5.3 Sewer/Storm Drain Lift/Pump Station Repair/Rehabilitation

Contractor shall have a minimum of eight (8) years of current continuous experience in the construction, repair and rehabilitation of Sewer Lift Stations. Qualifying experience shall be under current contractor's license and company name for eight (8) years or more.

5.4 Instrumentation/Control Systems, SCADA

Installation or repair of relays, controllers, programing, SCADA equipment, and other components of a control system. Control system work may be inside special purpose control buildings, but may also be at other locations that include pads or underground vaults. Contractor shall have eight (8) years of current continuous experience in the installation of relays, controllers and SCADA equipment. Qualifying experience shall be under current contractor's license and company name for eight (8) years or more.

5.5 CCTV of City own and maintain Sewer Collection System

Contractor shall perform annual Closed-Circuit Television (CCTV) inspection of 6-inch diameter and above for sewer, and storm drain pipes at various locations throughout the City. Contractor shall have a minimum of eight (8) years of current continuous experience in CCTV inspection. Qualifying experience shall be under current Contractor's license and company name for eight (8) years or more.

5.6 RWQCP Equipment Repair/Rehabilitation

Contractor shall have a minimum of eight (8) years of current continuous experience in the construction, repair and rehabilitation of Sewage Plant equipment, includes but not limit to motors, turbo blowers, cranes, pumps, chemical feed system, low and high voltage electrical work, fine screens, fiberglass tanks, valves, exhaust systems, flares, steel and re-enforced concrete tanks, dewatering, meters and other plant related equipment. Qualifying experience shall be under current Contractor's license and company name for eight (8) years or more.

5.7 Hazardous waste spill response & Confined Space Rescue

The Contractor shall perform confined space rescue, respond to chemical spill, laboratory spill, fuel spills, container leaks, and unknown substance handling, including dispose, cleanup and remediation of hazardous materials as defined by OSHA, 29 Code of Federal Regulations (CFR) 1910.1200 and 40 CFR 355. The Contractor shall have a minimum of eight (8) years of current continuous experience. Qualifying experience shall be under current Contractor's license and company name for eight (8) years or more.

5.8 City-wide Sewer and Storm Drain System Repair

The Contractor shall have a minimum of eight (8) years of current continuous experience in this category. Qualifying experience shall be under current Contractor's license and company name for eight (8) years or more. The work to be performed by the Contractor includes but not limited to the followings:

- Setting up and removal of traffic control conforming to the WATCH manual, latest edition and to the City's satisfaction.
- Employ Sewage/Storm Drain Bypass and Pumping Plan in accordance with City's requirement and to the City's satisfaction. The sewer/storm drain bypass system with active pump(s) and a stand-by pump shall have enough capacity to handle full pipe flow for the duration of the repair.
- Employ Spill Prevention and Emergency Response Plan in accordance to with City's requirement and to the City's satisfaction.
- Excavate to access the broken pipe and/or sewer/storm drain appurtenances (manholes, cleanout, catch basin, etc.).
- Install shoring conforming to Cal OSHA.
- Notify Underground Service Alert (U.S.A.) 48 hours prior to any excavation within the project and mark, pothole and verify the size and depth of all interfering utilities prior to construction of the proposed improvement.
- Remove and repair the broken pipe with similar material and size as the existing pipe and/or remove and repair the sewer or storm drain appurtenances.
- Install new manholes/clean-outs or adjust manholes/clean-outs to grade.
- Remove and replace unsuitable material for trench work and street improvement work if needed.
- Backfill the trench per the City standards.
- Trench Repair/pave the street per the City standards.
- Repair asphalt pavement, curb and gutter, local depression, sidewalk, etc. as required.
- Install traffic loops if required.
- Restore existing street striping as required.
- Remove USA pavement markings as required.
- Restore the construction areas to similar or better condition and to the satisfaction of the City's Engineer.
- Video record the portion of the repair section as required. The video shall be in WMV format.
- Install Water Pollution Control per City's requirement and to the City's satisfaction.
- Utility pothole/Core repair services per City standards.
- Emergency residential plumbing services to clean, remove blockage and restore flow.
- Street opening – No fee permit shall be obtained before commencing any work.
- Septic hauling for repair work and emergencies.

6. General Terms and Conditions

A. Contract Documents

In submitting a SOQ, the Contractor agrees to enter into a master agreement with the City **without exceptions to the City's standard master agreement**. The City's standard master agreement is **non-negotiable**, and a copy of the standard agreement is attached hereto as Exhibit "B". **Any change to the standard agreement will deem the SOQ non-responsive**. In the event of a conflict exists between documents the following order of precedence shall apply:

- Agreement
- City of Riverside's Request For Qualifications
- Contractor's Response to the Request For Qualifications

B. Execution of Master Agreement

Once the selection of the Contractors is complete, a Master Agreement will be prepared by the City. The Master Agreement will be signed by the Contractor and returned, together with all required evidence of insurance not later than the fourteen (14) calendar day from the date the City mails, or by other means, delivers said documents to the Contractor:

- One (1) original of the Master Agreement in the form included herein, properly executed by the Contractor.
- Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified in the sample agreement.
- Confirmation of current business tax certificate.
- In any event that day fourteen (14) of calendar days falls on Saturday, Sunday, a legal holiday for the State of California, or on days when the City is closed, the Contract Documents shall be delivered by the following working day.

No Master Agreement shall be binding upon the City until all documents are fully executed by the Contractor and the City.

Contractor's failure to execute the Master Agreement and furnish the required insurance and business tax certificate, within the time period shall be just cause for exclusion from the Panel.

After review and approval of the executed Master Agreement documents by the City of Riverside Attorney's Office, the Master Agreement will be scheduled for award by the City Council. City Manager will execute the Master Agreement, upon the approval by the City Council.

Emergencies may arise for which the City may need to hire Contractors other than Panel Contractors to respond to a condition of urgent necessity to preserve life, health or property. The City reserves the right to formally bid any work and enter into Contracts with non-Panel Contractors whenever City deems it to be in the City's best interest.

The City will not guarantee:

- a. The amount of work that will be contracted to any of the selected Contractors throughout the life of the Master Agreement.
- b. The distribution of work to each of the selected Consultants throughout life of the Master Agreement.

C. Contract Term

Contractual term will include:

- A contract term of three (3) years
- Maximum annual amount of \$750,000 per Contractor
- Maximum single project amount not-to-exceed \$500,000
- City of Riverside Business Tax Registration requirements.
- Liability insurance requirements including:
 - a. Commercial general liability
 - b. Auto liability
 - c. Additional insured Endorsements
- Workers' Compensation and Employers Liability Insurance requirements.
- Builder's Risk and Installation Floater Insurance, if necessary. Otherwise, insurance will be required before the City executes the Supplemental Agreement and a Purchase Order is issued.

D. Payment

Payment for all work performed will be made in accordance with the terms of the Agreement. All work under this RFQ is Prevailing Wage and certified payroll is required. See attached Sample Agreement if certified payroll is not submitted with request for payment. Payment format shall be set by the City's Contract Administrator.

7. Inquiries

If prior to the date fixed for submission of this RFQ, a prospective Contractor discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFQ or any of its appendices or exhibits, the Contractor shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFQ.

If the Contractor fails to notify the City, prior to the date fixed for submissions of this RFQ, of an error in the RFQ known to the Contractor, or an error that reasonably should have been known to the Contractor, the Contractor shall submit its SOQ at its own risk, and if the Contractor is awarded the Master Agreement, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All communications regarding technical, scope, and/or project related questions and requests for clarifications, changes, exceptions, and deviations to the terms and conditions set forth in this RFP **shall be submitted via "Q&A"** through the City's Electronic Bidding System, PlanetBids Vendor Portal before the deadline and according to these specifications herein. Any and all other bidding communications shall only be with **Shiloh A. Rogers, Lead Procurement & Contract Specialist**, using the phone number listed within this document.

The Final day for receipt of questions from the Contractor shall be on or before Tuesday, 06/5/2018 before 10:00 am PDT. To ensure fairness and avoid misunderstandings, **all communications must be in written format** and submitted **only** in the format set forth above. Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFQ that will be posted on the City's website. **Any communications, whether written or verbal, with any City Councilmember or City staff other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Contractor shall be disqualified from consideration.**

8. Completion of SOQ

The SOQ shall be completed in all respects as required by this RFQ. Any SOQ may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the SOQ. A SOQ, which contains false or misleading statements, may be rejected. If, in the opinion of the City's Selection Committee, such information was intended to mislead the City in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFQ, the SOQ will be rejected. Statements made by a Contractor shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Unauthorized conditions, exemptions, limitations, qualifications, or provisions attached to a SOQ will render it non-responsive and will cause its rejection.

The Contractor, in responding to this RFQ, must submit a SOQ in the format identified in this RFQ. The SOQ must address all requirements of the RFQ even if a “no response” is appropriate.

Costs for developing a SOQ are entirely the responsibility of the Contractor and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFQ, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process. All costs shall be borne by the Contractor responding to this RFQ. The Contractor responding to this RFQ shall hold the City harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the Contractor.

9. Delivery/Submission of SOQ

SOQ Due Date/Time: 06/14/2018 BEFORE 4:00 pm PDT

All prospective Contractors submitting a SOQ must appear on the City’s electronic Current Prospective Bidders List as a “Prospective Bidder.” Contractors shall register on the City’s Electronic Bidding System, [PlanetBids Vendor Portal](#). Once registered, Contractors must download the RFQ by clicking “Place eBid” while logged in under their own name and identification number to appear on the Current Prospective Bidders List as a “Prospective Bidder.” Contractors that fail to download the RFQ by clicking “Place eBid” will not appear on the Current Prospective Bidders List and their SOQ will be considered non-responsive. If a Contractor is unable to register or download the RFQ from the bidding website, a representative may contact the Purchasing Department at (951) 826-5561.

All RFQ documents and supplementary documents must be uploaded using the City’s bidding website prior to event date and time as instructed in this solicitation. Once file(s) have been uploaded and the Submission Status shows as “Submitted” the submission is complete. At that point respondents will receive an email confirmation from the bidding website.

The City reserves the right to reject any and all SOQs and to waive information and minor irregularities in any proposal received.

Acceptance of Terms and Conditions - Submission of a SOQ pursuant to this RFQ shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFQ.

The time and date are fixed, and extensions will not be granted unless specifically stated by the City in an addendum to this RFQ. SOQs not received before the bid event time will not be accepted.

10. Alternative SOQ

Only one SOQ is to be submitted by each Contractor for this RFQ. Multiple simultaneous SOQ’s will result in rejection of all SOQ’s submitted by Contractor. A Contractor may, prior to the proposal due date and time, withdraw a SOQ and submit a new SOQ, so long as the new SOQ is submitted before the RFQ due date and time.

11. SOQ Format and Content

SOQ should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ. Responses should emphasize the Contractor's demonstrated capability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content.

SOQ shall adhere to the following format for organization and content. For each Work Category, SOQ shall be limited to a maximum of eight (8) pages, front and back, with 12-point font; single-spaced and must be typed and arranged/divided in the following sequence to facilitate evaluation:

- Cover Letter
- Statement of Understanding and Approach
- Company Information
- Company Personnel
- Experience and References
- Company Equipment
- Fee Schedule
- Employee resumes may be included in an appendix section and not be counted as part of the eight (8) pages.

a. Cover Letter

The cover letter will introduce the Proposal, explain any exceptions taken to the RFQ, and state that the Contractor will meet all conditions of the Contract Documents, will execute the Master Agreement and will provide the required insurance policies and additional insured endorsements for the duration of the Master Agreement. The cover letter shall also clearly specify the Work Category the Contractor would like to be considered for in this RFQ. The letter must identify a single person for contact during the RFP review process.

b. Statement of Understanding and Approach

This section must demonstrate an understanding of the Services. It should describe the general approach, organization and staffing required for the Services requested. If necessary, preliminary investigations, due diligence, and research shall be discussed in this section.

c. Company Information

This section shall include brief description of the company, contact person information, address and telephone number of the company main office and branch offices. Contractors shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Any supplemental information that Company believes may be pertinent to the selection process may be provided. Contractors shall identify the Sub-contractors' (if any) names, location, degree of involvement, and type of work to be

performed, for each possible Work Component that may be subcontracted in any of the Work Categories.

The SOQ shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five years. If the Services require a license or certification, the SOQ shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years.

d. Company Personnel

This section should contain the following:

- An organization chart showing names of the project manager/superintendent and key personnel who would be assigned to the Work led by the City. Outline the responsibilities of Company's personnel with respect to providing the services requested. Include also major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor.
- Name of the principal or project manager in the Company who will have direct and continued responsibility for the services provided to the City. This person will be the City's first point of contact on all matters dealing with the services offered and will handle day-to-day activities through completion.
- Experience/resumes of the Company's personnel proposed for assignment, including licenses and /or certifications - it is important that the project manager's and/or field superintendent's experience shown, applies directly to the key individual who will be involved daily with the project rather than apply to an upper level manager who will spend relatively little time on the Work. The City reserves the right to approve all key personnel individually and all subcontractors for services performed under the Agreement.
- Assurances that the key construction staff will be available to perform the Work throughout its duration.

e. Experience and References

The SOQ must demonstrate that the Contractor, or its key personnel, has the qualified years' of experience, within the past years with a legally registered business name, that provides services of a similar type and scope as described in Section 5 - Scope of Services. The Contractor shall not have filed for bankruptcy under any business name over the past five (5) years.

The Company must include a response to the Contractor's Qualifications Statement items in their written proposal as listed in Exhibit "A", completed in its entirety. Answers must

describe the Company's experience and reputation for providing quality Work similar to that requested for each Work Category in this RFQ. References for previous clients for whom similar Work has been performed, including the name and contact information for a contact person shall be included. They will be contacted. Use of references that cannot be contacted will be considered non-responsive and could lead to disqualification

f. Company Equipment

This section should contain the following:

- List of all equipment owned by the company and/or list of rental equipment available within a 2-hour notice. The equipment need not be owned by the Panel Contractor but may be acquired for Specific Work, when required.
- List of personnel including licensed welders and pipe fitters, if the work requires them, and the types of equipment each person is qualified to operate.
- List location of the Company's storage and/or list of rental equipment available within a 2-hour notice.

g. Fee Schedule

The SOQ shall include rates for Company's owned equipment, rental equipment, and labor rates of different trade typically required of for sewer and storm drain repair work. All hourly rates for labor shall conform to California labor Code part 7, chapter1, article 2, sections 1900, 1773, and 1773.1.

The City recognized that each project is unique and each scenario is different. Therefore, when there is a project and a Contractor is notified, an agreed upon price and term (traffic control, allowable lane closure, work hours, etc.) will be negotiated between the City and the Contractor prior to any work taking place.

12. Addenda

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged electronically via the City's Bidding Website, which will be made part of the proposal. Addenda notifications will be provided to those listed to the Electronic Bidder's List via email.

13. Withdrawal of SOQ

All SOQs may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted herein. Submitted SOQ's may be withdrawn at any time prior to the submission deadline.

14. Public Records

All SOQs submitted in response to this RFQ become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records, and as such may be subject to public review after the City Council approves the agreements as set forth in a future council meeting date.

The Contractor must notify the City in advance of any proprietary or confidential materials contained in the SOQ and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that the Contractor may obtain. Note that under California law, price proposal to a public agency is not a trade secret.

The City reserves the right to make use of any information or idea contained in the SOQ. All materials, ideas and formats submitted in response to this RFQ will become the property of the City on receipt.

15. SOQ Evaluation and Selection

The City reserves the right to amend, withdraw, and cancel this RFQ. The City also reserves the right to reject all responses to this RFQ at any time prior to agreement execution. Furthermore, the City reserves the right to request additional information about any and all SOQs, that in City's opinion is necessary to assure that the Company's competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the Services.

All SOQs shall be reviewed to verify that the Contractor has met the minimum requirements as stated in this RFP. SOQ's that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as non-responsive. Selection of Contractors for the Panel will be based on objective criteria.

15.1 Evaluation Criteria

Contractors will be evaluated for inclusion on the Panel based on their satisfaction of the following requirements in 100 points max system:

- 15.1.1 Substantial experience and history of performing the continuously work under the current contractor's license and company name as described in the Work Categories (experience in non-utility industries, i.e., petrochemical, private site facilities, or military, is not sufficient); (40 point max)
- 15.1.2 Qualified manpower, equipment and other resources required to meet the Work Category; (20 point max)
- 15.1.3 Experience/resumes of the Company's personnel proposed for the Work Categories; (25 point max)|ME1|RE2

15.1.4 Fee schedule; (15 point max)

Contractors will need to score 70 point or above to be considered qualified.

15.2 Selection Process

The following is an outline of the procedure the City will use in the selection process:

- a. The Screening and Selection Committee (Committee), which will consist of representatives of the Public Works Department, will review the SOQ's submitted by the prospective consultants.
- b. The committee will evaluate the SOQ's using the evaluation criteria in Section 15.1.
- c. If necessary, the Committee may select a reasonable number of Contractors to be invited to appear before it to discuss their SOQ, if necessary. The Committee will establish the date, time and place for such interviews. The purpose of the interview is to further clarify and or evaluate the Contractors' qualifications as stated in their SOQ.
- d. The Committee will recommend the Contractors to be selected to City Council.

16. Rejection of SOQ

The City may reject and/or all SOQs and may waive and immaterial deviation in a RFQ. The City's waiver of an immaterial defect shall in no way modify this RFQ or excuse the Contractor from full compliance with this RFQ and/or the Contract Documents if awarded the Master Agreement. SOQ that include terms and conditions other than City's terms and conditions may be rejected as being non-responsive. The City may make investigations as deemed necessary to determine the ability of the Company to perform the work, and the Company shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any SOQ if the evidence submitted by, or investigation of such Contractor fails to satisfy the City that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work describe herein.

17. Protest Procedures

A Contractor not selected by the City for the recommendation of the Contract desiring to protest the City's selection, may do so by following the City's Procurement Protest Procedures in Administrative Manual, section 07.019.00. Protests not conforming to this procedure will be rejected as invalid. The City's Protest Procedures are available on the City's website at <https://riversideca.gov/finance/pdf/2017/07.019.00-Procurement-Protest-Procedures.pdf>.

18. Procedure for Specific Project Bid Awards

18.1 Specific Project Bid Awards

As work becomes available, a Request for Proposal with general Scope of Work and job site description, related drawings and sketches, detail drawings, time frame job needs to begin and complete, and a deadline for bid submittals will be sent to all the Contractors within a specific category that is within their field of expertise. Time will be allowed for site visitation. Once bids have been received and evaluated, the lowest responsive and responsible bidder (“Successful Bidder”) will be notified of the bid award and a Purchase Order issued for the Work by the City Purchasing division. **City Council approval of each specific project is not required as long as the project does not exceed the \$500,000 limit authorized by the City Council in the Master Agreement.**

Each bid awarded to Contractor shall constitute a separate Supplemental Agreement. Contractor shall execute the Supplemental Agreement and return it to the City, together with Payment and Performance Bonds (if bid is over \$25,000), required insurance, bid bond (if bid is over \$50,000), within fifteen (15) calendar days after the City has mailed or otherwise delivered the documents to Contractor. The failure to timely return an executed Supplemental Agreement and required documents shall be grounds for the rejection of the Contractor’s bid for that Specific Project. Multiple such instances may be grounds for the Contractor’s removal from the Panel. Each Contract for Work will be subject to the terms of the Master Agreement and other Contract Documents. [ME3][RE4]

18.2 Emergency or Unpredictable Work

Work requested on an emergency basis may require mobilizing within days or hours of receipt of City’s Notice to Proceed. During emergencies or where conditions are such that significant unknown or unpredictable job parameters exist making it difficult to define a specific scope of work in advance, or for other situations where Specific Project Work cannot be precisely bid out using standard bidding units, Contractors may be selected to work on a time and material basis using their approved hourly manpower and Caltrans’ equipment rates submitted with their proposal and as from time to time may be updated and accepted by the City to reflect changes in labor contracts or equipment replacements or upgrades.

Section 3.3 – Extra Work of the 2018 Edition of the “Greenbook”- Standard Specifications for Public Works Construction may be used in case of any ambiguity.

19. Cancellation

The City retains the right to cancel this RFQ at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposals.

EXHIBIT A

Contractors Qualifications Statement Form

EXHIBIT A

CONTRACTOR'S QUALIFICATIONS STATEMENT – INCLUDE IN SOQ
List each license separately (use additional copies of Exhibit A)

CONTRACTOR NAME: _____

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? _____

1.2 How many years has your organization been in business under its present name and Contractor licenses

Years: _____ License # _____

1.2.1 Under what other names has your organization operated? _____

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: _____

1.3.2 State of incorporation: _____

1.3.3 Corporate ID number: _____

1.3.4 President's name: _____

1.3.5 Agent for Service of Process: _____

1.3.6 DIR ID #: _____

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: _____

1.4.2 Type of partnership (if applicable): _____

1.4.3 Name(s) of general partner(s): _____

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: _____

1.5.2 Name of owner: _____

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

2.2 List any other certifications held by your organization, and the name under which they are held.

EXHIBIT B

Sample Master Agreement

**MASTER AGREEMENT FOR
CONSTRUCTION, MAINTENANCE, REPAIR AND REHABILITATION SERVICES
AT THE RIVERSIDE WATER QUALITY CONTROL PLANT, FOR CITY-WIDE
SEWER COLLECTION SYSTEM, TEQUESQUITE LANDFILL, AND CITY-WIDE
STORM DRAIN SYSTEM FOR VARIOUS CITY LOCATIONS ON AN AS-NEEDED
BASIS**

This Master Agreement for Construction, Maintenance, Repair And Rehabilitation Services At The Riverside Water Quality Control Plant, For City-Wide Sewer Collection System, Tequesquite Landfill, City-Wide Storm Drain System (“Agreement” or “Master Agreement”), is made and entered into this ____ day of _____, 2018, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and _____, address: _____ State Contractor’s License No. _____, (“Contractor”) in accordance with the following facts.

RECITALS

A. The City, acting through the Sewer Division of its Public Works Department, issued a Request for Proposals for Construction, Maintenance, Repair And Rehabilitation Services At The Riverside Water Quality Control Plant, For City-Wide Sewer Collection System, Tequesquite Landfill, City-Wide Storm Drain System (“Construction Panel”) who are readily available to bid on and repair failing infrastructure at various City Locations on an as-needed or emergency basis.

B. Contractor submitted a Proposal in response to the RFP demonstrating Contractor’s willingness and qualifications to perform such work.

C. City desires to include Contractor in its Construction Panel who will be given an opportunity to competitively bid with other panelists for work on specific projects, and Contractor desires to be included in the Construction Panel.

D. City and Contractor desire to have this Agreement in place as a Master Agreement governing all contracts awarded to Contractor for work on specific projects, in order to facilitate the award of contracts for such work.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein to this Agreement, and the following covenants and conditions, the parties agree as follows:

AGREEMENT

1. Contractor’s Duties.

1.1 Work Force and Equipment. Contractor shall at all times maintain a work force and equipment capable of performing the work generally described and in accordance with the Request for Qualifications for Contractors’ Panel to provide construction, maintenance, repair, and rehabilitation at the Riverside Regional Water Quality Control Plant (RWQCP), the City-wide Sewer Collection System, the Tequesquite Landfill, and the City-wide Storm Drain

System dated _____, 2018, including Addenda No. ____, issued _____, 2018, (“RFQ No. ____”) and the Scope of Work attached hereto as Exhibit “A” and incorporated herein by reference.

1.2 Bids. Contractor shall use its best efforts to submit competitive Bid Proposals in response to Requests for Bids (“RFB”), as defined in the Special Provisions, issued by City from time to time for specific project work on projects as defined in the RFB’s Scope of Work (“Specific Project Work”).

1.2.1 Contractor understands and agrees that each award of a contract for Specific Project Work (“Contract”), if awarded, will be to the lowest responsive Bidder in accordance with the Contract Documents. Contracts shall be memorialized in the form of a Supplemental Agreement in substantially the same form as Exhibit “B” attached hereto and incorporated herein. A signed Supplemental Agreement, together with Payment and Performance Bonds, shall be returned to the City within fifteen (15) calendar days after the City mails or otherwise delivers the Supplemental Agreement to Contractor. Contractor’s failure to timely return the Supplemental Agreement and Bonds shall be grounds for rejection of Contractor’s Bid Proposal.

1.2.2 Contractor further understands and agrees that City may reject any or all Bid Proposals in accordance with the Contract Documents.

1.2.3 City shall not be liable for any expenses or costs incurred by Contractor in preparing its Bid Proposals.

1.3 Insurance. At all times during the term of this Agreement, Contractor shall maintain the insurance required in Sections 15, 16, and 17 of this Agreement.

1.4 Bonds. Contractor shall provide the performance and payment bonds as required in Section 14 of this Agreement.

1.5 Master Agreement. Contractor understands and agrees that all Contracts for Project Work awarded to Contractor pursuant to the Construction Panel Request for Bids process shall be governed by, and Contractor shall perform all Work in accordance with this Master Agreement and the Contract Documents.

1.6 Contract Documents. Contract Documents for each Contract awarded to Contractor shall consist of the following: Notice Inviting RFQ Proposals; RFQ; Contractor’s Proposal (including any documentation accompanying the Proposal and any post-RFQ Proposal documentation submitted prior to City’s execution of the Master Agreement); Supplemental Agreements (if any); this Master Agreement; All Modifications issued after the Notice of Bid Award; Change Orders; the Notice of Bid Award; Contractor’s Bid Proposal (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Bid Award); RFB Addenda; RFB, including all attached plans and specifications; City’s Special Provisions for providing construction, maintenance, repair, and rehabilitation at the Riverside Regional Water Quality Control Plant (RWQCP), for the City-wide Sewer collection, the Tequesquite Landfill, and the City-wide Storm Drain system on an as-needed or

emergency basis; the 2012 Edition of the “Greenbook” Standard Specifications for Public Works Construction (“Standard Specifications”) written by the Public Works Standards, Inc.; Standard Plans; Standard Specifications; the Bonds as defined in the Special Provisions; the Reference Specifications; and all other documents, maps, texts and items referred to in the foregoing documents. These Contract Documents are intended to be correlative and constitute Contractor’s performance obligations.

2. **Work.**

2.1 Contractor shall provide all labor, equipment, and materials (when specified in the Request for Bid) for, and shall complete Specific Project Work for all Contracts awarded to Contractor. Contractor understands and agrees that such Specific Project Work may include without limitation to perform Construction, Maintenance, Repair and Rehabilitation Services at the Riverside Water Quality Control Plant, for City-Wide Sewer Collection System, Tequesquite Landfill, City-Wide Storm Drain System for new or existing project sites at various City locations on an as-need basis, including emergencies.

3. **Effective Date.** This Agreement shall be effective upon the date first written above.

4. **Termination Date.** This Agreement shall terminate on the later of December 31, 2020 and the required completion date of an Assigned Project, provided that such project was assigned prior to December 31, 2020, unless earlier terminated as provided herein.

5. **Utilization of City’s Resources.** City reserves the right to reduce bid quantities for any uncompleted Project items at any time and to use its own personnel, machinery and equipment, to do any and all Project Work which it deems to be in its best interest to perform.

6. **Completion and Acceptance of Work.**

6.1 **Inspection.** The Project Work will be inspected by the Engineer for acceptance, upon receipt of Contractor’s written assertion that the Project Work has been completed.

6.2 **Contractor’s Guarantee.** All Project Work shall be guaranteed by the Contractor against defective workmanship and materials furnished by the Contractor for a period of one year from the date the Project Work is completed. The Contractor shall replace or repair any such defective Project Work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform this work and Contractor’s sureties shall be liable for the cost thereof.

7. **Interpretation.**

7.1 Except as expressly modified in this Agreement, the capitalized terms used in this Agreement shall have the meanings defined in the Special Provisions.

7.2 In the event of any contradictory or inconsistent provisions, terms or conditions of the various Contract Documents, the specific terms and conditions in the Contract Documents in the following order of precedence, listed from highest to lowest, shall control in questions of interpretation and have precedence: Master Agreement, Modifications, Contractor's Bid Proposal, RFB, Special Provisions, Standard Specifications, RFQ, Contractor's RFQ Proposal, and Reference Specifications.

8. Payment.

8.1 Contract Price. City shall pay Contractor the Contract Price as indicated on the City's Purchase Order issued by City's Purchasing Manager or his designee ("Purchase Order"), which includes all California sales or use tax and County and City taxes, for the performance of all of the Project Work, the completion of the improvements in strict conformity with the provisions hereof, and the guarantee of the Project Work and improvements for the periods set forth in the Contract Documents ("Contract Price"). **The overall cost of each Specific Project Contract under this agreement shall not exceed \$500,000, or the cumulative cost of multiple projects shall not exceed \$750,000 annually.**

8.2 Contractor Certification - Contract Price. Contractor hereby certifies that:

8.2.1 Contractor shall carefully examine the requirements of each Request for Bids, including the Notice Inviting Bids, Bid Proposal form, Scope of Work, job site description, Plans and Specifications, Instructions to Bidders and Contract Addenda;

8.2.2 Contractor has examined the requirements of the Work specifications;

8.2.3 Contractor understands that all items to be furnished shall be for the Contract Price, as set forth in City's Purchase Order;

8.2.3 Contractor has checked all figures and acknowledges the understanding that neither City nor any officer thereof will be responsible for any errors or omissions in submitting the Contract Price.

8.3 Contractor understands and agrees that City shall not be obligated to compensate Contractor for any expenses or costs Contractor may incur in maintaining its status as a member of the Construction Panel, including without limitation, Contractor's cost of maintaining the insurance and Bonds required by this Master Agreement. Contractor's sole compensation, if any, shall be the Contract Price for any Contract awarded to Contractor.

8.4 Payment of Contract Price. City shall pay Contractor the Contract Price, less five percent (5%), within thirty (30) days of the date City receives Contractor's invoice for Project Work performed and acceptance of the Project Work, in accordance with the Contract Documents. Each payment shall be subject to this five percent (5%) retention ("Retention"). The Retention will be based on the invoiced amount. Final payment of all sums invoiced and

unpaid, including all Retentions shall be made within thirty (30) days after the Work is fully performed and accepted by the City.

9. **Compensation--Payment of Contractor's Employees.** Contractor shall be solely responsible for the payment of its employees assigned to perform Work for City pursuant to this Agreement, including wages, benefits, payroll deductions, unemployment and worker's compensation, as well as the employer's share of Social Security.

9.1 **Prevailing Wages.** The Specific Project Work is a public work as defined in California Labor Code Section 1720. Contractor and all Subcontractors of any tier are required to pay all workers employed in the execution of the Work not less than the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein. Per Senate Bill 854 (2014), Contractor and subcontractors shall register with the Department of Industrial Relations (DIR) in order to bid and perform public works projects. Contractors and subcontractors on all public works projects shall submit electronic certified payrolls to the Labor Commissioner and City unless excused from this requirement.

9.2 **California Labor Code.** Contractor is aware of and stipulates that Contractor will also comply with the following sections of the California Labor Code:

- a. Section 1775 prescribing sanctions for failure to pay prevailing wage rates;
- b. Section 1776 requiring the making, keeping and disclosing of detailed payroll records and prescribing sanctions for failure to do so;
- c. Section 1777.5 prescribing the terms and conditions for employing registered apprentices;
- d. Section 1810 providing that eight hours of labor shall be a day's work; and
- e. Section 1813 prescribing sanctions for violations of the provisions concerning eight-hour work days and forty-hour work weeks.
- f. Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

10. **Business Tax Certificate and Governmental Approvals.** As a condition of the Contract, Contractor and all subcontractors shall, during the term of this Agreement, secure and annually renew business tax certificates pursuant to Chapter 5.04 of the Riverside Municipal Code to operate in the City of Riverside, and shall also secure and maintain at all times during

performance of the Work, any other licenses, fees, permits or similar Governmental Approvals required by Applicable law.

11. **Business Taxes, Charges or Penalties.** Contractor acknowledges and agrees that City shall withhold and offset said amounts from any amounts the City owes to Contractor for unpaid business tax, tax penalties, utility charges, invoiced fees or other outstanding debt under this Agreement. The City shall give Contractor written notice of such withholding and offset. In the event of any dispute as to amounts owed to City, City will hold such disputed amount throughout an appeal process and resolution of the dispute over the amount owed.

12. **Consent for Amounts in Excess of Contract Price.** Contractor hereby agrees that it shall not be compensated for any extra materials used or time expended, over and above the Contract Price, unless prior written approval for the same has been granted by City in the form of a Modification.

13. **Work Deadline.**

13.1 Contractor hereby agrees that Contractor shall complete all Work as defined in the Contract Documents, within the time frames indicated on the Notice to Proceed issued by the City.

13.2 Failure of Contractor to complete the Work within the time specified in the Contract Documents and the City's Notice to Proceed will result in damages being sustained by City. Such damages are, and will continue to be impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for the completion of the Work, as adjusted in accordance with Section 6-7 of the Standard Specifications, Contractor shall pay to City, or, at City's sole option, have withheld from monies due Contractor, the sum of One Thousand Dollars (\$1,000) per day.

13.3 Execution of this Agreement shall constitute agreement by City and Contractor that said sum is the minimum value of the costs and actual damage caused by the failure of Contractor to complete the Work within the allotted time. Such sum is a liquidated damage and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

14. **Performance and Payment Bonds.**

14.1 Prior to City's execution of a Supplemental Agreement awarding a Contract, Contractor shall furnish to the City two (2) duly executed surety bonds using the forms included within the Bidding Requirements, one (1) as security for the faithful performance of the Contract and one (1) as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. Both bonds shall be in the amount of one hundred percent (100%) of the Contract Price and shall be subscribed by an Admitted Surety Insurer which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, Contractor shall furnish City a new bond within ten (10) days after

receiving notice from City. No payments will be due or paid under the Contract until any and all bond deficiencies have been remedied.

14.2 Contractor hereby agrees that Contractor shall furnish the City with the Performance Bond and Payment Bond within fifteen (15) days after the City mails or otherwise delivers the Supplemental Agreement and Payment and Performance Bond forms to Contractor. The Payment Bond and Performance Bond shall be in substantially the same form as Exhibit "C" attached hereto and incorporated herein.

14.3 City has the option to require Contractor to provide Performance and Payment Bonds in excess of the Authorized Not to Exceed Amount, to cover Work for multiple Specific Projects for which the City may contract with Contractor where the cumulative value may be greater than the Authorized Not to Exceed Amount. Cumulative Contracts will not be granted to Contractor until Contractor has furnished sufficient Performance and Payment Bonds for the cumulative value of currently awarded uncompleted work plus proposed work described in the request for Bid. Additional Bonds are required within (10) days of the City's notice to Contractor that the existing Bonds are insufficient. Payments for Work performed shall not be made to Contractor until sufficient Bonds have been submitted to the City.

14.4 In accordance with Section 22300 of the California Public Contract Code, Contractor may substitute securities for any moneys withheld by City to ensure performance of the Contract. Such substitution shall be made at the request and expense of the Contractor. Securities equivalent to the amount withheld may be deposited with the City or with a California or federally chartered bank as escrow agent. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code. Securities must be state or federally insured and within the top three ratings of a nationally recognized rating service.

15. **Workers' Compensation Insurance.** By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either (1) a certificate of insurance or self-insurance evidencing that such insurance is in effect, or that Contractor is self-insured for such coverage; or (2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with the City shall provide that City shall be given ten (10) days prior written notice before modification or cancellation thereof.

16. **Commercial General and Automobile Liability Insurance.** Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, such commercial general and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations or by

anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor.

All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the **State of California, with a policyholders' rating of A or higher and a financial class of VII or larger.**

Contractor's commercial general liability policy shall cover both bodily injury (including death) and property damage (including but not limited to premises-operations liability, products-completed operations liability, independent contractors liability, personal injury liability, and contractual liability), in an amount not less than \$1,000,000 per-occurrence limit/\$2,000,000 aggregate.

Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per-occurrence limit, unless otherwise approved by the City's Risk Manager, or his designee.

These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 18 hereof.

17. **Additional Insured Endorsements.** Insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and auto liability, shall be filed with City and shall include City, its officers and employees as additional insureds. Said policies shall be in the usual form of commercial general liability insurance, but shall include the following provisions:

Solely for work done by and on behalf of the named insured for the City of Riverside, it is agreed that the City and its officers and employees are added as additional insureds under this policy. It is further agreed that the other insurance conditions of the policy are amended to conform herewith.

The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail.

City, its agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

18. **Indemnification.** Except as to sole negligence, active negligence, or willful misconduct of City, Contractor shall defend, indemnify and hold the City, its officers and employees, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorney's fees, which arises out of or is in any way connected with the performance of the Specific Project Work under this Agreement by Contractor or any of the Contractor's employees, agents or subcontractors for compensation for services rendered to Contractor in the performance of this Agreement, notwithstanding that City may have benefited from their

services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor's employees, subcontractors or agents.

The parties expressly agree that any payment, attorney's fees, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered Workers' Compensation Plan is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

19. **Independent Contractor.** Contractor shall at all times during its performance of the services retain its status as independent contractor. Contractor's employees and agents shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Contractor.

20. **Non-exclusive Agreement.** The City reserves the right to formally bid any work and enter into Contracts with non-Panel contractors whenever the City deems it to be in the City's best interest.

21. **Nondiscrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, genetic information, gender, gender identity, gender expression, sex or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

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

23. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City

Contractor

City of Riverside
Public Works Department
Attn:

3900 Main Street
Riverside, CA 92522

24. **Severability.** Each Agreement provision, term, condition, covenant and/or restriction, in whole and in part, shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

25. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

26. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement, and Contracts entered into pursuant to this Agreement, shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county of state.

IN WITNESS WHEREOF City and Contractor have caused this Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

[Contractor]

By: _____
City Manager

By: _____

Typed Name:

Title:

Attest:

By: _____
City Clerk

By: _____

Typed Name:

Title:

Approved as to form:

By: _____
Deputy City Attorney

WORKERS' COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATED: _____

INSERT CONTRACTOR'S NAME

By _____

Printed Name and Title

CERTIFICATE

STATE OF)
) SS:
COUNTY OF)

I, HEREBY, CERTIFY that during a meeting of the Board of Directors of the _____, a corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____ of the Corporation, be and is hereby authorized to execute the Agreement for _____ between the City of Riverside and this corporation and that his execution thereof and with the Corporate Seal affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20____.

Secretary

(SEAL)

EXHIBIT "A"

SCOPE OF WORK

The scope of work to be performed by the Contractor includes but is not limited to the following:

The Work shall include the new construction, installation, maintenance, closed-circuit television (CCTV) inspection, repair, rehabilitation, modification, cleaning, debris/root removal, CIPP lining and/or extension of Sewer Mains, Potable, and Reclaimed Water Pipelines; Hazardous waste spill response & Confined Space Rescue; Sewer Lift Stations equipment maintenance, repair, replacement, and modification; Controls, and communications (SCADA) equipment maintenance, repair, replacement, and modification; Security fencing/Landscape Work and miscellaneous work for RWQCP and the Tequesquite Landfill. The work will also include on-call construction services to provide closed-circuit television (CCTV) inspection, repair, rehabilitate, install, remove debris/roots, and install CIPP liner of the City-wide sewer/storm drain pipelines and appurtenances.

EXHIBIT "B"
SAMPLE SUPPLEMENTAL AGREEMENT

**SUPPLEMENTAL AGREEMENT FOR
CONSTRUCTION, MAINTENANCE, REPAIR AND REHABILITATION SERVICES AT THE
RIVERSIDE WATER QUALITY CONTROL PLANT, CITY-WIDE SEWER COLLECTION
SYSTEM, TEQUESQUITE LANDFILL, AND CITY-WIDE STORM DRAIN SYSTEM**

Contractor: _____

Project Name: _____

The Scope of Work ("Work") for _____ ("Project"), a copy of which is attached hereto as Exhibit "1" and incorporated herein by this reference, shall constitute a supplement to the Master Agreement for Construction, Maintenance, Repair And Rehabilitation Services At The Riverside Water Quality Control Plant, For City-Wide Sewer Collection System, Tequesquite Landfill, and City-Wide Storm Drain System by and between the City and Contractor dated this ____ day of _____, 20__ ("Agreement"). Contractor agrees to perform the Work described in Exhibit "1" within the time set forth in the Notice to Proceed for a fee amount of _____ Dollars (\$_____), unless otherwise modified by change order. Prior to City's execution of this Supplemental Agreement, Contractor shall provide the City with Performance and Payment Bonds as specified in Section 14 of the Agreement on the forms attached thereto. Performance of the Work shall be subject to the terms and conditions contained in the Agreement.

Dated this _____ day of _____.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

CONTRACTOR

By: _____
City Manager

By: _____

Printed Name and Title

Attest: _____
City Clerk

By: _____

Certified as to funds availability:

Printed Name and Title

By: _____
Finance Director

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

EXHIBIT "C"
SAMPLE PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No.
Premium:

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on _____, 20____, the CITY OF RIVERSIDE (“CITY”) awarded to _____ (“PRINCIPAL”) a contract for performance of the work described as _____; Bid No. _____ (“CONTRACT”), the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the CONTRACT requires PRINCIPAL to furnish this Performance Bond (“BOND”) to guarantee PRINCIPAL’s faithful performance of all provisions of the CONTRACT; and

WHEREAS, _____ (“SURETY”), a corporation legally authorized to execute and furnish performance bonds as sole surety in the State of California, is willing to act as PRINCIPAL’s SURETY in the making and giving of this BOND.

NOW, THEREFORE, we PRINCIPAL and SURETY hereby hold and firmly bind ourselves to pay to CITY in lawful United States currency the principal sum of _____ Dollars (\$_____), for which payment well and truly to be made to CITY or CITY’s successors or assigns we hereby bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL’s heirs, legal representatives, successors or assigns shall in all things stand to, abide by, and well and truly keep and faithfully perform all of the covenants, conditions and promises in the CONTRACT, including its work Guaranty, and all alterations thereof made as therein provided on PRINCIPAL’s part to be kept and performed at the time and in the manner specified therein, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY and CITY’s officers, employees and agents as therein specified, then this obligation shall become null and void; otherwise, it shall be and remain in full force and binding effect.

SURETY hereby agrees that no change in the terms of the CONTRACT or the work to be performed thereunder, or any extension of time for completion thereof, shall in any way relieve it of its obligations under this BOND, and hereby waives notice of any change or extension thereof, and further waives the provisions of California Civil Code sections 2819 and 2845.

If lawsuit is brought by CITY on this BOND, PRINCIPAL and SURETY shall pay to CITY, over and above the principal sum hereof, reasonable costs and attorney’s fees which the court is hereby authorized to award.

IN WITNESS WHEREOF, we sign and seal this BOND on _____, 2018.

Correspondence or claims relating to this BOND should be sent to SURETY at the following address:

Principal

By _____ (Seal)

Typed Name and Title

Surety

Attorney-In-Fact (Seal)

Typed Name and Title

Telephone Number _____

Note: Signatures of those executing for SURETY must be acknowledged, and a Power of Attorney attached.

PAYMENT BOND

Bond No.
Premium:

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on _____, 20____, the CITY OF RIVERSIDE ("CITY") awarded to _____ ("PRINCIPAL") a contract for performance of the work described as _____; Bid No. _____ ("CONTRACT"), the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the CONTRACT requires PRINCIPAL to furnish this Payment Bond ("BOND") to secure payment of the claims of persons described in California Civil Code section 3248(b); and

WHEREAS, _____ ("SURETY"), a corporation legally authorized to execute and furnish payment bonds as sole surety in the State of California, is willing to act as PRINCIPAL's SURETY in the giving of this BOND.

NOW, THEREFORE, we PRINCIPAL and SURETY hold and firmly bind ourselves unto CITY and all persons and entities described in California Civil Code section 3248(b) whose claims are not paid by PRINCIPAL in the total sum of _____ Dollars (\$_____), for which payment well and truly to be made we bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL's successors, assigns, or subcontractors fail to pay any of the persons described in California Civil Code section 3181, any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the CONTRACT or any amounts required to be deducted, withheld and paid over to the California Employment Development Department from the wages of employees of PRINCIPAL and PRINCIPAL's subcontractors pursuant to California Unemployment Insurance Code section 13020 with respect to such work and labor, SURETY will pay for the same in an amount not exceeding the sum stated above, plus all costs and reasonable attorney's fees awarded by any court of competent jurisdiction in any lawsuit brought upon this BOND.

THIS BOND SHALL INURE TO the benefit of all persons and entities described in California Civil Code section 3248(b) so as to give them or their assigns a right of action in any lawsuit brought upon this BOND, and is executed and filed to comply with the Public Works Payment Bond provisions of Chapter 7, Title 15, Part 4, Division 3 of the California Civil Code (commencing at Section 3247) and all amendments thereto, which provisions are incorporated herein by this reference.

IN WITNESS WHEREOF, we sign and seal this BOND on _____, 2018.

Correspondence or claims relating to this BOND should be sent to SURETY at the following address:

Principal

By _____ (Seal)

Typed Name and Title

Surety

Attorney-In-Fact (Seal)

Telephone Number _____

Typed Name and Title

Note: Signatures of those executing for SURETY must be acknowledged, and a Power of Attorney attached.