

**NOTICE INVITING BIDS  
BID NO. 7620**

**SPECIAL PROVISIONS  
PROJECT SPECIFICATIONS  
AND  
PROPOSAL FORMS  
FOR THE**

**THE REMOVAL OF EXISTING ASPHALT AND REPLACEMENT WITH  
CONCRETE AT THE POLICE DEPARTMENT VEHICLE PARKING AREA AT  
THE FLEET GARAGE AT THE CITY OF RIVERSIDE CORPORATION YARD.**

(See attached specifications and plans for specific requirements and restrictions.)

**A non-mandatory pre-bid job walk shall occur on  
May 1, 2019 at 10:00 AM  
8095 Lincoln Avenue, Riverside, CA**

**BIDS DUE: May 22, 2019, BEFORE 2:00 PM**

All prospective bidders submitting a bid package must be subscribed to the Electronic Bidder's List for that bid. If the bidder is not listed on the Electronic Bidder's List by subscribing at [www.riversideca.gov/bids](http://www.riversideca.gov/bids) then the bid package will be declared non-responsive and given no further consideration. All bid packages must be submitted via the bidding website. No company may submit on behalf of an unrelated entity. The bid package must be submitted using the same company name as used to subscribe to the Bid on the Electronic Bidder's List.

All bid packages must be submitted electronically through the bidding website, there will be no exceptions. **NO HARD COPY BIDS WILL BE ACCEPTED.**

Prepared By  
**GENERAL SERVICES DEPARTMENT**  
Issued by  
Purchasing Services Manager, Finance Department  
City of Riverside  
3900 Main Street  
Riverside, California 92522

## CONTENTS

NOTICE INVITING BIDS	Attached
SPECIAL PROVISIONS	Page
PART 1 - GENERAL PROVISIONS (Includes Instructions to Bidders)	
SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOL	3
SECTION 2 - SCOPE AND CONTROL OF THE WORK	5
SECTION 3 - CHANGES IN WORK	12
SECTION 4 - CONTROL OF MATERIALS	15
SECTION 5 - UTILITIES	16
SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK	17
SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR	20
SECTION 8 - FACILITIES FOR AGENCY PERSONNEL	27
SECTION 9 - MEASUREMENT AND PAYMENT	27
BID FORMS	Attached
PERFORMANCE BOND	Attached
PAYMENT BOND	Attached
GENERAL LIABILITY ADDITIONAL INSURED ENDORSEMENT	Attached
SAMPLE CONTRACT AGREEMENT	Attached
WORKER'S COMPENSATION CERTIFICATION	Attached

**CONTACT INFORMATION**

**Questions regarding obtaining project-bid documents, plan holders list and /or bid procedures please contact:**

City of Riverside Purchasing Department

Phone: (951) 826-5561

Email: [Purchasing@riversideca.gov](mailto:Purchasing@riversideca.gov)

**Questions regarding the project scope of work please contact:** must be directed to David Dewey, Assistant Purchasing Manager in writing through Planet Bids under the Q&A tab prior to the Online Q&A Deadline

Emails must note Bid number in subject line.

## **SPECIAL PROVISIONS**

**SP-1 INTRODUCTION.** The format of these SPECIAL PROVISIONS follows that of Part 1 General Provisions of the 2015 Edition of the "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" which is included within the Contract Documents of this project (See Section 2-5.1.1 herein.). These SPECIAL PROVISIONS supplement, modify and take precedence over the 2003 Edition of the "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION".

**SP-2 GENERAL PROVISIONS.** The General Provisions of the 2015 Edition of the "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" are hereby amended and supplemented as follows:

### **PART 1 GENERAL PROVISIONS**

#### **SECTION 1 --- TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE AND SYMBOLS**

##### **1-2 DEFINITIONS**

**Architect/Engineer (A/E)** City's General Services Department's consultant, or its representative, acting within the scope of their particular duties. Sometimes referred to as the Architect, Engineer, or Consultant.

**Board** The City Council of the City of Riverside.

**City** City of Riverside, California, and includes any official of the City authorized to act for the City, specifically for this project, the General

Services Department Project Manager, who will also inspect for conformance of the Work in accordance with the approved Plans and Specifications. Also referred to as Owner or Agency.

**Contract Documents**

The Contract Documents include the following components:

- **Section 1** – Notice Inviting Bids, Bidder’s General Information, Special Provisions (Part 1 General Provisions, as amended), Proposal Forms, Payment and Performance Bonds, General and/or Automobile Liability Additional Insured Endorsement, Sample Agreement, Workers’ Compensation Certification, Contractor Customer Service Agreement, Addenda
- Standard Specifications for Public Works Construction (Green book), as amended by these Special Provisions.
- **Section 2** – Technical Specifications and Detail Drawings

**Final Acceptance**

That stage of construction which allows the City to accept the Project as completed in accordance with the Plans and Specifications (No construction work or Punch List items remaining uncompleted or unresolved). (Note: Final Notice of Completion to be filed/recorded after Final Acceptance).

**Inspector**

The representative of the City who is assigned to inspect for appropriate Codes conformance of the Work. (Only Building or Public Works inspectors are authorized to "sign off" permits issued by the Building & Safety Division of the Community Development or the Public Works Departments. The contractor is solely responsible for obtaining the proper signatures for conformance. Final Acceptance shall not occur until all of the proper signatures have been obtained and a “Final Inspection” has been made.)

**Project Inspector**

The City’s Community Development Department’s Building and Safety Division inspector who is assigned to inspect for appropriate Codes conformance of the Work relating to essential facility issues and requirements. (Only the City’s Building Official or the assigned Building and Safety inspector are authorized to "sign off" permits issued by the Building & Safety Division of the Community Development Department. The contractor is solely responsible for obtaining the proper signatures for conformance. Final Acceptance shall not occur until all of the proper signatures have been obtained and a “Final Inspection” has been made.)

**Project Manager**

The General Services Department Project Manager or Project Coordinator.

**Punch List**

A list compiled during an Acceptance, or Final Acceptance inspection by the Project Inspector or the Project Manager, that clearly describes specific areas of work or specific items of work that have not been completed to the satisfaction of the Project Inspector, or the Project Manager.

- Record Drawings** Drawings prepared by the Contractor as the Work progresses on the job to record the "As-built" conditions of the Work, per the Specifications.
- Special/Deputy Inspector** An individual either self employed or employed by a firm which specializes in inspections who is certified to inspect specialty items such as, but not limited to, structural steel, structural concrete, welding. See the attached Technical Specifications, and drawings for specific special inspector requirements. Special/Deputy Inspectors or Inspection Firms must be approved by the City of Riverside Building and Safety Division.
- Standard Plans** Standard Drawings. The plans which are "stamped" and approved by the Building and Safety Division of the Community Development Department or the Public Works Department. These standard plans may also be referred to as the permit drawings.

**1-4 UNITS OF MEASURE**

**1-4.1 General.** U.S. Standard Measures, also called U.S. Customary System, is the principal measurement system in these specifications and shall be used for construction, unless otherwise stated in the Contract Documents.

**SECTION 2 --- SCOPE AND CONTROL OF THE WORK**

**Schedule of Events**

It is the goal of the City to select and retain a Company by [7/09/19]. In preparation for that action, the following **tentative** schedule of events has been prepared:

<b>Event</b>	<b>Date</b>	<b>Time</b>
Request for Bids Released	04/25/19	N/A
Non-Mandatory Pre-Bid Meeting	05/01/19	10:00 a.m.
Final Questions Due	05/07/19	Before 2:00 p.m.
Responses to Questions Released	05/14/19	N/A
<b>Bids Due</b>	<b>05/22/19</b>	<b>Before 2:00 p.m.</b>
Interviews, If Needed	Not Applicable	
Notification of Tentative Selection	05/31/19	N/A
Tentative Development Committee (Note: Include only if applicable)	Not Applicable	
Tentative City Council Meeting to Consider Awarding Contract	07/09/19	

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

## 2-1 AWARD AND EXECUTION OF CONTRACT

**2-1.1 Scope of Project.** Provide all labor, materials and equipment necessary to sawcut and remove the asphalt and dirt at the Police vehicle parking area at the Fleet area of the Riverside Corporation Yard. Fine grade and compact subgrade. Form and pour back removed area with 6 inches of 3000 psi concrete reinforced with 6 X 6, 6 gauge heavy mesh. Joints not to exceed 14 feet on center. Dispose of all removed material. Prevailing wages will be included in bid.

**2-1.2 Examination of Site of Work, Proposal Forms, Plans and Specifications.** The bidder is required to examine carefully the site of Work, proposal forms, Plans and Specifications for the Work contemplated. The submission of a bid shall be considered conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of Work to be performed and materials to be furnished, and as to the requirements of all the above Contract Documents.

**2-1.2.1 Contractor Customer Service Standards.** The Contractor shall at all times represent the City in professional, courteous, friendly, efficient and cost-effective manner, and will be required to comply with the requirements of the enclosed City of Riverside Customer Service Standards Acknowledgment, which is hereby made a part of these Special Provisions.

**2-1.3 Addenda.** Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged and will be made part of the contract. An addendum may be acknowledged by signing its cover page and submitting the signed copy as a digital file with the rest of the response or by acknowledging via the bidding website. Failure to acknowledge an addendum using one of the allowable methods will automatically deem your bid non-responsive. Addenda notifications will be provided via email to those subscribed to the Bidders List.

**2-1.3.1 Interpretations.** . No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. This shall include any verbal request made during the non-mandatory job-walk. All formal/official requests for information or for Contract Document interpretation shall be made in writing **All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this BID must be directed to David Dewey, Assistant Purchasing Manager in writing through Planet Bids under the Q&A tab prior to the Online Q&A Deadline.** Request submitted after the time and date of the Q&A phase will not be considered valid. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications, which, if issued, will be mailed to all prospective Bidders at the respective addresses furnished for such purposes, not later than three days prior to the date fixed for the opening of bids. **Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his or her bid as submitted. All addenda so issued shall become part of the Contract Documents.**

**2-1.4 Bid Information and Submittal.** All prospective Bidders submitting a bid package must be subscribed to the Electronic Bidder's List for that bid. If the bidder is not listed on the Electronic Bidder's List by subscribing at [www.riversideca.gov/bids](http://www.riversideca.gov/bids) then the bid package will be declared non-responsive and given no further consideration. Additionally, the bid package must be submitted using the same company name as used to subscribe to the Bid on the Electronic Bidder's List.

Subcontractor information and any necessary additional information must be submitted on the forms provided. Pricing and subcontractor information must be submitted electronically via the City's bidding system. All required documents such as bid security shall be uploaded through the City's website prior to bid event date and time as instructed in the Notice Inviting Bids. *Scans of notarized bid bonds will be accepted, however when Purchasing requests an original, Bidders must furnish the original bid bond to the Purchasing department within a timely manner or risk being deemed non-responsive.*

Please note that your bid response is required to be uploaded as described in our documentation. Once your file(s) have been uploaded and the Submission Status shows as "Submitted" your submission is complete. At that

point you will receive an email confirmation from the bidding website congratulating you for successfully submitting and thanking you for your participation.

**2-1.5 Bid Guaranty.** Prior to the proposal submission deadline, bidders must upload via the City's bidding website a bidder's bond executed by a corporate surety admitted to engage in such business in the State of California, with an A:7 rating, for an amount equal to at least ten percent of the amount of its proposal. The bid bond must be notarized and scans are acceptable for the purposes of online submittal but originals will be required when requested by Purchasing. No proposal shall be considered unless such proposal guaranty is received by the proposal submission deadline. Proposals submitted without a proposal guarantee shall be declared non-responsive and will not be further considered. The bidder shall have sole responsibility for the timely delivery of its proposal guarantee. If a bid bond will not be submitted, the City will accept a cashier's or certified check made payable to the City of Riverside—said check must be delivered to the Purchasing Services Manager (6th floor) at 3900 Main Street, Riverside CA 92522 prior to the submission deadline. Late checks will not be accepted.

**2-1.6 Withdrawal of Bids.** Any bid may be withdrawn prior to the hour and date set forth in the Notice Inviting Bids. The timely withdrawal of a bid shall not prejudice the right of a bidder to file a revised bid.

**2-1.7 Disqualification of Bidders.** More than one bid from an individual, a firm or partnership, a corporation or an association under the same or different name will not be considered.

If there is a reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in awarding the Contract. In order to comply with Public Contract Code Section 7106 the contractor shall certify to non-collusion when submitting the bid. The proposal provides this affidavit, which must be completed, signed and notarized.

Bids in which the prices obviously are unbalanced may be rejected. If the experience or financial background of the Contractor is inadequate or past performance has been unsatisfactory the bid may be rejected.

**2-1.7.1 Contractor's License.** The work requires a Class "C-8" State of California Contractors License. (\*The City endeavors to require the correct licensing for this project. If a bidder feels that the license designated is incorrect they may furnish the Project Manager with evidence of the correct licensing requirements and if appropriate, City will issue an addendum.)

Bidders must be properly licensed to perform the Work of the project at the time they submit bids in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Procedures of the California State Contractor's License Board and be in good standing with the Board. Proof of such license shall be provided as required by Business and Professions Code § 7031.5. Failure to be so licensed shall result in rejection of the proposal as non-responsive.

**2-1.8 Rejection of Bids.** Bids may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids uncalled for, incomplete bids, erasures, or irregularities of any kind; however, the City reserves the right to waive irregularities, or informalities.

The City also reserves the right to reject all bids and shall not be liable for any expenses or costs incurred by bidders in preparing their bids.

**2-1.9 Award of Contract.** The Contract, if awarded, will be to the lowest responsive and responsible bidder whose bid complies with all of the requirements prescribed. Such award, if made, will be within one hundred and twenty (120) calendar days after the opening of the bids. After the opening of the bids, each bid will be evaluated by the Project Manager. All bids will then be compared to each other and to the Project Manager's cost estimate on the basis of the total lump sum bid. **Refer to the attached Bid Pages for specific qualification requirements for bid submittal for this project.**

**2-1.10 Determination of Qualified Bidder.** The following constitute the criteria to be used by the City for determining the responsiveness of Bidders. Each Bidder **must submit** information as requested on the Bid Form that addresses each of the areas set forth in this section.

**2-1.10.1 Construction Experience.** Bidder must have at least five (5) years of continuous experience, within the last ten (10) years, licensed under the business same name and license number which includes projects of similar scope and complexity as the project contemplated in this Bid.

**2-1.10.2 Quality of Performance/Schedule and Budget.** The Bidder must show his capability to complete similar Public Works projects on schedule and within the established budget, including the capability of the Bidder to complete quality construction under an accelerated schedule in the past five (5) years. Specifically, the bidder must show: (1) the Bidder's record of completing similar Public Works projects on time; (2) the Bidder's record of change orders on projects firm-wide and on specific projects under the supervision of the proposed project team; (3) the history of the firm's litigation and claim disputes on projects; (4) the history of the bidders safety record and identification of any OSHA violations; and (5) the Quality Assurance/Quality Control program proposed to be utilized by the Bidder and his proposed project team.

**2-1.10.3 Management Qualifications and Approach.** The Bidder must show his proposed approach to management, organization quality control, and method of overseeing the construction of new construction projects. Specifically, the Bidder must show: (1) the necessary organization, experience, accounting, and operating controls required for the Project; (2) the demonstrated capacity of the bidder to perform the services from their local office; (3) the demonstrated capability to complete the Project, given the current and projected commitments and workload of the Bidder; (4) a current Contractor's license required for this type of construction with the appropriate jurisdiction; and (5) the possession of the necessary construction and technical equipment (or the ability to obtain them) necessary to construct similar Public Facilities.

**2-1.10.4 Financial Capacity.** The Bidder must demonstrate his financial capacity to perform this project by submitting a description of his bonding capacity in the form of a certified bonding statement including the history of the bonding capacity of the bidder.

**Refer to the attached Proposal Pages for specific qualification requirements for bid submittal for this project.**

(Please Note: As a part of the bid evaluation process the City may request a schedule of values from each bidder as we determine necessary to properly evaluate the costs involved with accomplishing this project.)

**2-1.11 Execution of Contract Agreement.** The Contract Agreement (a sample of which is attached to these Special Provisions) shall be signed by the successful bidder and returned, together with the Contract Bonds and insurance, within fourteen (14) calendar days from the date the City mails, or by other means delivers, the Contract Documents to the Contractor. The signed contract and all other required documentation shall be mailed to the City's General Services Department at 8095 Lincoln Avenue, Riverside, CA 92522. No contract shall be binding upon the City until the Documents are completely executed by the Contractor and the City and approved by the City Attorney.

Failure to execute and return the Contract Agreement and acceptable bonds and insurance as provided herein within the time limit above may be just cause for the City to rescind the award and forfeit the proposal guaranty.

**2-1.12 Return of Bid Guaranties.** Within ten (10) days after the award of the Contract, the City Clerk will return all the bid guaranties accompanying the bids that are not to be further considered in making the award. All other bid guaranties will be held until the Contract Documents have been finally executed, after which all bid guaranties, except those forfeited, will be returned to the respective bidders.

**2-1.13 Bid Protest Procedures.** A Bidder may file a written protest with the City's Purchasing Manager no more than five (5) calendar days following the posting or updating of bid results on the City's website. A protest must be submitted according to the City's Procurement Protest Procedures in Administrative Manual, section

07.019.00. Protests not conforming to this procedure will be rejected as invalid. A copy of the Protest Procedures may be obtained by contacting the Purchasing Department at (951) 826-5561.

## **2-2 ASSIGNMENT** *Add Section 2-2.1 as follows.*

**2-2.1 Contractor Indebtedness.** Indebtedness incurred for any cause in connection with this Work must be paid by the Contractor and the City is hereby relieved at all times from any indebtedness or claim other than payments under terms of the Contract. The Contractor will indemnify and hold harmless the City and its officers and employees from any loss, demand, damages, claims or actions arising from or in connection with said indebtedness.

## **2-3 SUBCONTRACTS**

### **2-3.2 Additional Responsibility.**

“Specialty Items” are identified by the City for this project as:

None

(\*The City endeavors to require the correct licensing for this project. If a bidder feels that the license designated is incorrect they may furnish the Project Manager with evidence of the correct licensing requirements.)

## **2-4 CONTRACT BONDS**

Performance and Payment Bonds are required. The amount of each Bond shall be 100% of the Contract Price. See Section 2-4 of the Standard Specifications for other details.

Listing of bonding companies in U.S. Department of Treasury Circular 570 is not required, but the corporate surety must be authorized to issue the bonds in the State of California with a policy holder’s Rating of B+ or higher and a Financial Class of VII or larger. For information to bidders, attached to these Special Provisions are forms for Performance Bond and Payment Bond. These forms, in lieu of bonding company forms, must be used. The forms will be delivered to the Contractor with the Contract Agreement.

Each bond which is subscribed by an out-of-state bonding company shall contain the name, address and telephone number of an agent located in the State of California who is authorized to act for the bonding company.

## **2-5 PLANS AND SPECIFICATIONS**

**2-5.1.1 Standard Specifications.** The Work embraced herein shall be done in accordance with the provisions of the Part 1 General Provision of the 2015 Edition of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION “Green book” written by **Public Works Standards, Inc.**, insofar as the same may apply, which specifications are hereinafter referred to as the Standard Specifications, and **as modified herein**. All “Work” involved with this project shall conform to all applicable codes including, but not limited to, California Code of Regulations (CCR), Title 24, Building Code (CBC), Plumbing Code (CPC), Mechanical Code (CMC), Electrical Code (CEC), Fire Code (CFC), others as listed in Section 01070 of Technical Specifications, and Riverside Municipal Code, latest edition as approved and adopted by the Board.

### **2-5.2 Precedence of Contract Documents.**

- 1) Permits from other agencies as may be required by law.
- 2) Change Orders.

- 3) Agreement.
- 4) Addenda.
- 5) Contractor's Bid (Bid Form).
- 6) Special Provisions.
- 7) Notice Inviting Bids.
- 8) Instructions to Bidders.
- 9) General Provisions.
- 10) Technical Specifications.
- 11) Referenced Standard Specifications.
- 12) Drawings, (if applicable).

With Reference to the Drawings the order of precedence is as follows:

- (1) Figures govern over scaled dimensions.
- (2) Detailed drawings govern over general drawings.
- (3) Addenda/change order drawings govern over Contract Drawings.
- (4) Supplemental Drawings govern over standard drawings.

**2-5.3.3 Shop Drawings.** Not required. Shop drawings are drawings showing details of manufactured or assembled products proposed to be incorporated into the Work. Shop drawings will be required pursuant to Division 1. Unless otherwise noted herein the Contractor shall be responsible for all shop drawing or specification submittals to the architect, proper agency or department in order to obtain approval and/or proper permits.

**2-5.3.4 Architectural Drawings.** Not required. After issuance of a Notice to Proceed, the Contractor will apply for, and obtain a building permit that includes a "stamped" set of plans which have been approved by the City's Building & Safety Division of the Community Development Department. If certain details or portions of the plans require additional clarification or additional detailing in order to properly construct this project, it shall be the Contractor's responsibility to notify the Project Manager of those requirements and to request in writing a clarification of said details. The permit will be ready for "pick-up" at the Building and Safety Division before award of this project. It shall be the Contractor's responsibility to apply for, and obtain said permit after submitting the necessary paperwork to the Building & Safety Division. (It shall be the sole responsibility of the Contractor to reproduce any documentation or plans necessary to complete the work of this project. All costs related to said reproduction of documents or plans will be borne by the contractor and are not the responsibility of the City.)

**2-8.1 Rights of Entry.** Rights of entry do not relieve the Contractor of the need to provide, at Contractor's cost, permits and insurance required of the Contractor by other agencies and organizations.

**2-10 AUTHORITY OF CITY COUNCIL AND PROJECT MANAGER.** The City Council has the final authority in all matters affecting the Work. Within the scope of the Contract, the Project Manager has the authority to enforce compliance with the Specifications. The Contractor shall promptly comply with instructions from the Project Manager.

## 2-11 INSPECTION

**2-11.1 Inspection Scheduling.** Inspection will be provided based on regular eight-hour working days, Monday through Friday, excluding City holidays, generally from 7:30 AM to 4:00 PM (including 30 minutes for lunch). When the Contractor's operations or public safety requires inspection beyond the regular eight-hour working days, the cost of the additional inspection shall be borne by the Contractor and shall be deducted from any payments due the Contractor.

If and when the Contractor wishes to perform any work which would require inspection beyond the regular eight-hour working days, the Contractor shall submit a written request to the Project Manager no less than two working days before the planned start of such work. The cost of after hour's inspections shall be borne by the Contractor and shall be deducted from any payments due the Contractor.

If any Work is concealed or performed without the prior notice specified above, then the Work shall be subject to such tests or exposure as may be necessary to prove to the Inspector that the materials used and the Work done are in conformance with the Plans and Specifications. All labor and equipment necessary for exposing and testing shall be furnished by the Contractor, at the Contractor's expense. The Contractor shall replace at Contractor's own expense any Work damaged by exposure or testing. Time delays as a result of such exposing and testing shall not constitute justification for a time extension.

**2-11.2 City Holidays.** City holidays will be observed on the following days:

January 1st	New Year's Day
Third Monday in January	Martin Luther King Jr. Birthday
Third Monday in February	President's Day
March 31 <sup>st</sup>	Cesar Chavez Day
Last Monday in May	Memorial Day
July 4th	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
The day following Thanksgiving Day	
December 25	Christmas Day

If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

**2-11.3 Inspection by Project Manager.** Inspection will be provided based on regular eight hour working days. The Contractor shall notify the Project Manager at least 24 hours in advance for any permanent concealment of any materials or Work. If any work is concealed or performed without the prior notice specified above, then the Work shall be subject to such tests or exposure as may be necessary to prove to the Project Manager that the materials used and the Work done are in conformance with the Plans and Specifications. All labor and equipment necessary for exposing and testing shall be furnished by the Contractor, at Contractor's expense. The Contractor shall replace at Contractor's own expense any Work damaged by exposure or testing. Time delays as a result of such exposing and testing shall not constitute justification for a time extension. See Part 1, General Requirements, Section 1-2, Definitions for Inspector and also for Special/Deputy Inspector\*.

(\*It shall be the responsibility of the City's Project Manager, to both hire and provide the funds to allow for an individual or firm properly licensed in the specialty/deputy inspection field required by the Codes which govern this project and it's completion. As stated, payment of any fees in connection with said contract shall be the sole responsibility of the City's Project Manager. The Building and Safety Division of the Planning Department maintains a list of recognized "special inspectors". Only those "specialty inspectors" which are recognized by the Building and

Safety Division of the Planning Department will be considered qualified to provide “specialty inspections for this project.)

## **SECTION 3 --- CHANGES IN WORK**

### **3-1 CHANGES REQUESTED BY THE CONTRACTOR.**

**3-1.1 General.** Changes in specific methods of construction may be made at the Contractor’s request when approved in writing by the Project Manager.

Changes in the Project Plans and Specifications, requested in writing by the Contractor, which do not materially affect the Work and which are not detrimental to the Work or to the interests of the City, may be granted by the City to facilitate the Work, when approved in writing by the Project Manager. \*

(\*Changes made to the Project Plans and Specifications shall be made in accordance with the rules and regulations set forth in The California Code of Regulations Title 24, 2001 Edition, Part 1 Building Standards Administrative Code).

**3-1.2 Payment for Changes Requested by the Contractor.** If such changes are granted, they shall be made at a reduction in cost or at no additional cost to the City. Nothing herein shall be construed as granting a right to the Contractor to demand acceptance of such changes.

### **3-2 CHANGES INITIATED BY THE CITY.**

**3-2.1 General.** The City may change the Project Plans, Specifications, character of the Work, or quantity of the Work provided that the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed those amounts authorized by City of Riverside Resolution No. 20942.\* Should it become necessary to exceed these limitations, the change shall be a written Supplemental Agreement or a change order between the Contractor and City, and approved by the City Council.

Change Orders shall be in writing and state the dollar value of the change or established method of payment, any adjustment in contract time, and when negotiated prices are involved, shall provide for the Contractor’s signature indicating acceptance.

(\*Changes made to the Project Plans and Specifications shall be made in accordance with the rules and regulations set forth in The California Code of Regulations Title 24, 2001 Edition, Part 1 Building Standards Administrative Code).

### **3-3 EXTRA WORK**

**3-3.1 General.** When the price for the extra work cannot be agreed upon, the City will pay for the extra work based on the accumulation of costs as provided herein.

#### **3-3.2 Payment.**

**3-3.2.1 General.** When the price for the extra work cannot be agreed upon, the City will pay for the extra work as provided in Subsections 3-3.2.2 herein and Subsection 3-3.2.3 of the Standard Specifications. When extra work is to be paid for, the labor, materials and equipment used in the performance of such work shall be subject to the approval of the City prior to the work being performed.

**3-3.2.2 Basis for Establishing Costs** Subsection 3-3.2.2 of the Standard Specifications is amended in its entirety to provide as follows:

### **3-3.2.2 Basis for Establishing Costs**

(a) **Labor.** The Contractor will be paid the cost of labor for the workers (including foremen when authorized by the Project Manager) used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:

Actual Wages - The actual wages paid shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.

(b) **Materials.** Only materials furnished by the Contractor and necessarily used in the performance of the work will be paid for. The cost of such material will be the cost to the purchaser, whether Contractor, subcontractor or other forces, from the supplier thereof as evidenced by supplier's invoice.

The City reserves the right to approve materials and sources of supply, or to supply materials to the Contractor if necessary for the progress of the work. No markup shall be applied to any material provided by the City.

(c) **Tool and Equipment Rental.** The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" which is in effect on the date upon which the work is performed.

These rental rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Move in and out or minimum charges, other than the hourly rate, shall not apply to equipment available from the work force already on the job site.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the City than holding it at the work site, it shall be returned unless the Contractor elects to keep it at the work site at no cost to the City.

Individual pieces of equipment or tools not listed in the Equipment Rental Rates and having a replacement value of \$200 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

When owner-operated equipment is used to perform extra work to be paid for, the Contractor will be paid for the equipment and operator, as follows:

Payment for the equipment will be made at the rental rates listed for such equipment in the State of California, Business, Transportation, and Housing Agency, Department of Transportation, Division of Construction publication entitled "Labor Surcharge and Equipment Rental Rates" which is in effect on the date upon which the work is performed.

Payment for the cost of labor will be made at the rates paid by the Contractor to other workers operating similar equipment already on the project or, in the absence of such other workers, at the rates for such labor established by collective bargaining agreements for the type of workers and location of the work, whether or not the owner-operator is actually covered by such an agreement.

**3-3.3 Daily Reports by Contractor.** The Contractor shall maintain a Contractor's daily report of all work accomplished during each day of the work. The daily report will be written so that a natural progression or sequence of the work can be identified. As a part of said daily report, the names and titles for all employees present each work day will be noted. The Contractor shall maintain Contractor's records in such a manner as to provide a clear distinction between the direct costs of extra work paid for and the costs of other operations.

On the basis of those records, the Contractor shall furnish the City completed daily extra work reports, on form furnished by the City, for each day's extra work to be paid for. The daily extra work reports shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the

Contractor, subcontractor, or other forces. The daily extra work reports shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type and identification number of equipment, and hours operated.

Material charges shall be substantiated by valid copies of vendors' invoices. Such invoices shall be submitted with the daily extra work reports, or if not available, they shall be submitted with subsequent daily extra work reports. Such daily extra work reports shall be signed by the Contractor, or its authorized representative, and submitted to the Project Manager.

The Project Manager will compare the Inspection records with the completed daily extra work reports furnished by the Contractor and make any necessary adjustments. When these daily extra work reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the work performed.

### **3-3.4 Markup.**

(a) **Work by Contractor.** A markup of 10 percent shall be added to the Contractor's costs for direct labor, materials, and equipment rentals and shall constitute the markup for all overhead and profits. In addition to this markup, 1 percent shall be added to the Contractor's costs as compensation for bonding.

(b) **Work by Subcontractor.** When any of the extra work is performed by a Subcontractor, the markup established in Section 3-3.4(a) shall be applied to the Subcontractor's costs as determined under Section 3-3.2.2. A markup of 10 percent shall be added to the Subcontractor's direct cost for labor, materials, and equipment rentals and shall constitute the markup for all overhead and profits.

**3-4 CHANGED CONDITIONS.** The Contractor shall promptly notify the Project Manager of the following Work site conditions (hereinafter called changed conditions), in writing, upon their discovery and before they are disturbed:

1. Subsurface or latent physical conditions differing materially from those represented in the Contract;
2. Unknown physical conditions or an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and
3. Material differing from that represented in the Contract Documents which the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

The Project Manager will promptly investigate conditions which appear to be changed conditions. If the Project Manager determines that the conditions are changed conditions and will materially affect costs, a Change Order will be issued adjusting the compensation for such portion of the Work in accordance with Section 3-2.2. If the Project Manager determines that conditions are changed conditions and they will materially affect performance time, the Contractor upon submitting a written request, will be granted an extension of time subject to the provisions of Section 6-6.

If the Project Manager determines that the conditions do not justify an adjustment in compensation, the Contractor will be notified in writing. This notice will also advise the Contractor of its obligation to notify the Project Manager in writing if the Contractor disagrees.

Should the Contractor disagree with the decision, the Contractor may submit a written notice of potential claim to the Project Manager before commencing the disputed work. In the event of such a dispute, the Contractor shall not be excused from any scheduled completion date provided by the Contract and shall proceed with all Work to be performed under the Contract. However, the Contractor shall retain any and all rights provided by either

Contract or law which pertain to the resolution of disputes and protests between the contracting parties. The Contractor shall proceed as provided in 3-5.

The Contractor's failure to give notice of changed conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith.

**3-5 DISPUTED WORK.** In any case where the Contractor deems extra compensation is due him or her for work or materials not clearly covered in the Contract, or not ordered by the Project Manager as extra work, the Contractor shall notify the Project Manager in writing of Contractor's intention to make claim for such extra compensation before Contractor begins the work on which Contractor bases the claim. If such notification is not given, or the Project Manager is not afforded proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor shall be deemed to have waived the claims for such extra compensation.

Such notice by the Contractor, and the fact that the Project Manager has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. The claim must be passed upon by the Project Manager. If the Project Manager determines that the claim is well founded, it shall be allowed and paid for as extra work; if the Project Manager determines that the claim is not well founded, it shall be disallowed and not paid.

**3-6 UNAUTHORIZED WORK.** Work done beyond the scope of work as shown on the Plans, work done in the absence or without the knowledge of the Project Manager or any alleged extra work done without the Project Manager's written authorization, will be considered as unauthorized and at the expense of the Contractor and will not be measured or paid for by the City. In addition, the Contractor may be required to remove such unauthorized work at no expense to the City, as determined by the Project Manager.

## **SECTION 4 --- CONTROL OF MATERIALS**

**4-1 MATERIALS AND WORKMANSHIP.** *Revise Section 4-1 with the following revised verbiage:*

### **4-1 TESTS OF MATERIALS.**

The Contractor shall comply with testing requirements as set forth in Division 1 of the Technical Specifications.

The costs of retesting any portion of the Work or materials that have failed the initial tests taken by the City shall be borne by the Contractor.

**4-1.6.1 Proposed Substitutions.** Products and equipment proposed for substitution as "equals" to those specified are subject to the written approval of the Project Manager. **Substitution proposals must be submitted prior to Contract award.**

Contractor shall submit all substitution proposals, fully documented, for consideration within five calendar (5) days after bid opening. Submittal of substitution proposals more than five (5) calendar days after bid opening may be grounds for rejection of the proposal on the basis of late submission, at the discretion of the Project Manager. Contractor shall also submit catalog cuts and specification information on the materials and equipment as specified for the Contract. Documentation shall be sufficient to allow for a thorough comparative check of the proposed substitution vs. the specified item.

It shall be Contractor's responsibility to show that all products proposed for substitution are equal to the item specified.

Contractor shall submit **four (4) copies** of materials documentation, including equipment brochures, parts lists and material specifications, for all proposed substitutions, and the respective specified item; the documentation shall be indexed with job title.

Proposed substitutions will not be evaluated until after Contract award. Contract award will be based on items as specified. Within 35 days following contract award, City will evaluate the proposed substitutions and shall advise Contractor whether the proposed substitutions are approved. Reference in the Project Specification to specific manufacturers and model numbers is intended to establish the standards required for the various materials and equipment. Piping and wiring as shown on the Plans is for materials and equipment as specified. Substitutions may be approved if it is determined by the Project Manager that the proposed materials and equipment are, at a minimum, equal to the specified material and equipment in all terms including quality, performance, appearance, durability, method of operation. Should equipment of other manufacturers be approved and used, the Contractor shall make all changes in the Work, including changes in other equipment, piping, conduit, wiring, location of equipment, re-arrangement of partitions, openings for pipes or ducts, intakes, exhausts, that may be required due to design or space allotment, as approved by the Architect and the Project Manager, all at no additional cost to the City and no change in contract time.

In making requests for substitution, the Contractor represents:

- 1) Contractor has personally investigated the proposed product or method, and has determined that it is equal or superior in all respects to that specified.
- 2) Contractor will provide the same guarantee for the substitution as for the product or method specified.
- 3) Contractor will coordinate the installation of the approved substitution into the Work, making such changes as may be required for the Work to be completed in all respects.
- 4) Contractor waives all claims for additional costs related to the substitutions which become apparent.

At the time items proposed as "equal" to those specified are first inspected on site by the Project Manager, if such items are determined by the Project Manager to be NOT equal to those specified, such items shall be removed, whether already incorporated into the Work or not, and products as specified shall be provided and installed by the Contractor all at no additional cost to the City.

**4-1.6.2 Approved Equal.** The term "equal" shall mean the product or material used shall have equivalent or more value to the City based on the value of the item set forth in the Specifications or Plans, and then only after a written submittal to the City has been reviewed and approved by the Project Manager. If, after installation, substituted equipment is found not to be equal to material specified, it shall be removed and replaced with the material originally specified or some other substitution as approved by the Project Manager, all at no additional cost to the City, and with no change in contract time.

## **SECTION 5 ---- UTILITIES**

### **5-1 LOCATION.**

**5.1.1 Utilities.** Refer to the approved set of plans and specifications for specific locations and sizes of utilities which will be required for this project.

**5.1.2 Utility Marketing/Coordination.** The Public Works Department will not issue any construction permits involving excavation of underground facilities unless the applicant has been provided an inquiry identification number by the Underground Service Alert of Southern California. The contractor shall tie utility facilities out with a minimum of two reference points prior to paving and shall mark their location on the street with paint after paving. Payment for tie-out work shall be included in the unit prices for paving.

### **5-2 PROTECTION.**

All known utilities located as defined in Subsection 5-1 of the Standard Specifications which are broken due to the Contractor's operations shall be repaired immediately and at the Contractor's expense. Construction to be in accordance with governing agency's standards. Determination of who will make repairs will be made by utility's owner and shall be accomplished in a manner which insures the safety of the public, City personnel and all adjacent structures.

## **SECTION 6 ---- PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK**

### **6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.**

The Contractor shall submit a written\* (baseline) construction schedule prior to the commencement of any Work being accomplished on the site. If required, the installation of a construction fence or barrier shall be included within the schedule. \*(The City utilizes Microsoft Project to schedule and maintain its projects. The contractor shall utilize this same format and submit both a written and an electronic copy of the project schedule. If the Contractor chooses to utilize an alternate project scheduling program format, the Contractor shall provide the software and training necessary for the schedule to be utilized electronically by the Project Manager.)

The Contractor shall prepare a preliminary schedule in a manner to reflect Contractor's equipment and planned operations. Contractor shall then submit this written work schedule to the Project Manager at the pre-construction conference. The Project Manager will review and, if acceptable, approve the Contractor's proposed schedule. This approved schedule shall be used to track the Project's progress during construction. Failure to submit a schedule, and obtain approval of same, may delay issuance of the Notice to Proceed. Variation from the approved schedule shall only be as authorized by the Project Manager in writing.

Within the written schedule various tracking dates for completion of various items are to be identified. If as the Work progresses any of these tracking dates are missed, the Contractor agrees to accelerate the Work as necessary to bring the Project back within schedule upon being requested by the Project Manager to do so. Failure of the Contractor to bring the Project back on schedule within a reasonable period of time following such request will subject Contractor to assessment of liquidated damages at the daily rate specified for late completion. The Contractor shall not shorten or delete specified cure times or omit portions of the Work in order to bring the Project back within schedule unless such measures are mutually agreed to by the Project Manager and the Contractor and the Project Manager's written authorization is obtained prior to deletion of any of the Work.

In addition to the baseline construction schedule, the Contractor shall provide an updated monthly project schedule to the Owner to be reviewed and approved as part of the monthly pay application approval process. The Contractor shall maintain an updated project schedule at the project job site at all times.

The Contract Time shall commence on the date specified in the Notice to Proceed. If the total contract time as provided in Section 6-7.1 is 30 calendar days or less, then the Contractor shall commence the Work within 5 calendar days after the commencement date specified in the Notice to Proceed; if greater than 30 calendar days, then the Work shall commence within 10 calendar days after the commencement date specified in the Notice to Proceed.

**6-3.3 Suspension of Work Due to a Stage III Smog Episode.** No work shall be done on a day for which a Stage III smog episode is forecast as defined by the Air Quality Management District (AQMD). The Contractor will not be entitled to any delay damages for such a suspension, but an automatic time extension will be granted.

When the AQMD predicts that a Stage III episode level will be reached the following day, an announcement containing the specifics will generally be provided by 2 p.m. on the day the prediction is made.

### **6-7 TIME OF COMPLETION**

**6-7.1 General.** The Contractor shall complete the Work within **twenty one (21) calendar days**, (not including added time for selected additive work) after the commencement date specified in the Notice to Proceed.

**6-7.2 Calendar Day.** A calendar day is any day within the period between the start of the Contract Time and completion of all the Work provided for in the Contract. The Contractor is expected to take into account in the Construction Schedule all weekends and holidays when preparing the bid. Extensions of time will only be considered for those causes as defined in subsection 6-3.3 above and Section 6-6, Delays and Extension of Time."

**6-8 COMPLETION, ACCEPTANCE, AND WARRANTY**

When, in the judgment of the Project Manager or Superintendent, the work has been completed in accordance with the Plans and Specifications and is ready for final acceptance, the Project Manager or Superintendent may accept the work as complete. \* Upon acceptance of the Work, the Project Manager will notify the City Clerk and City Attorney of the completion thereof, and the City Clerk will file a Notice of Completion with the County Recorder. The date of the Project Manager's acceptance of the Work will be the date when the Contractor is relieved from responsibility to protect and maintain the Work. (\*As a part of the conditions which must have occurred for this project to be considered "complete" the Building and Safety Divisions Inspector shall have made his/her final inspection and "signed-off" the work as complete and/or, if required, issued a Certificate of Occupancy.)

All Work shall be guaranteed in writing by the Contractor against any and all defective workmanship and materials furnished by the Contractor in the performance of the Contract for a minimum period of **one year**, and portions of the Work for longer periods where noted otherwise. The guarantee period shall commence on the date the Notice of Completion is filed with the County Recorder. The Contractor shall replace or repair any such defective work in a manner satisfactory to the Project Manager, after notice to do so from the Project Manager, and within the time specified within 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 the Contractor and the Contractor's surety shall be liable for the cost thereof.

The following guarantees are required:

General Contract Work	1 year
Manufacturer's Guarantees	See individual Technical Specification Sections

Written Guarantees shall be in the form of the following **example** on the Contractor's own letterhead:

CONTRACT WORK  
GUARANTEE FOR **BID # 7620**

We hereby guarantee that the Work, including materials and equipment, which we have installed for the removal of existing asphalt and replacement with concrete at the police department vehicle parking area at the Fleet garage at the City of Riverside corporation yard is in accordance with the Project Plans and Specifications and that the Work, materials, and equipment as installed will fulfill the requirements of the guarantee included in the Specifications. We agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced by so doing that may prove to be defective in its workmanship or materials within a period of **One Year**, ordinary wear and tear and unusual abuse or neglect excepted. This guarantee period shall commence on the date the Notice of Completion is filed with the Riverside County Recorder's Office for the above named Project. The above guarantee is offered without limitation to the cost of such repairs or replacement.

When the immediate repair or replacement of the Work is necessary to ensure the public safety and welfare, which would be endangered by continued usage of the facility, such circumstance will be deemed an operational emergency. In the event of such an emergency, after the City contacts our firm and after allowing 24 hours to initiate repairs, if we fail to initiate and diligently complete such repairs in a timely manner, the Project Manager may direct City forces to perform such functions as the Project Manager may deem necessary to correct the Work and immediately place the facility back in operational condition. If such procedure is implemented, we shall bear all expenses incurred by the City. In all cases, the judgment of the Superintendent shall be final in determining whether an operational emergency exists.

In the event of our failure to comply with the City's request for repairs under the guarantee provisions (other than operational emergency conditions) within thirty (30) calendar days after being notified in writing by the City of Riverside, California, we collectively and separately do hereby authorize the City of Riverside, California, to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

SIGNED \_\_\_\_\_  
(CONTRACTOR)

## **6-9 LIQUIDATED DAMAGES.**

Liquidated damages shall be assessed in the amount of **\$100 per calendar day** that the work exceeds the 21 day schedule.

## **SECTION 7 --- RESPONSIBILITIES OF THE CONTRACTOR**

**7-1 CONTRACTOR'S EQUIPMENT.** *Replace Section 7-1 with the following revised section.*

**7-1 CONTRACTOR'S EQUIPMENT.** The Contractor shall furnish and maintain in good condition all equipment as required for the proper execution and inspection of the Work. Such equipment shall meet all requirements of applicable ordinances and laws.

### **7-2 LABOR**

**7-2.1.1 Use of Local Labor.** In order to promote the employment of local residents, to the extent permitted by law, Contractor shall use its best efforts to actively recruit and employ skilled craft workers located within a fifty-mile radius of the project site ("local Labor") to comprise at least fifty percent (50%) of its work force.

**7-2.1.2 Use of Local Suppliers.** In order to promote patronage in the City, Contractor shall use its best efforts to purchase supplies within the City limits.

**7-2.2 Laws.** A schedule of prevailing wage rates as published by the California Department of Industrial Relations for the types of work to be done under these Special Provisions is on file in the office of the City Clerk, City Hall, 3900 Main Street, Riverside, which schedule is open for inspection to any interested party on request. The Contractor and all subcontractors shall pay not less than these rates.

The possibility of wage increases is one of the elements to be considered by the Contractor in determining Contractor's bid. No additional compensations will be made for any increases in prevailing wage rates in excess of those set forth in the Contract. However, if the job is prolonged as a result of change order(s) or delayed by the City beyond the specified days in the time of completion, reimbursements may be made for increases in prevailing wage rates, but only for the calendar days beyond that stipulated in Section 6-7.

**7-2.3 Certified Payrolls.** In accordance with Section 1776 of the Labor Code, Contractor shall produce, display, and submit certified payroll records upon demand to the City of Riverside. Such records shall include the Federal Tax Identification Numbers for both the Contractor, and Subcontractors, as applicable. The City is empowered to withhold penalties for violations of the Labor Code. Failure to keep payroll record submittals current may result in delays in processing of progress payments.

The Contractor shall submit weekly certified payrolls of all workers employed on this project.

If the Contractor has not submitted satisfactory payrolls for the period during which the work included in the Contractor's payment request was performed, the City will retain an amount equal to 5 percent of the estimated value of the work performed from that payment. This retention shall not exceed \$10,000 nor be less than \$1,000. Retentions for failure to submit satisfactory payrolls shall be additional to all other retentions provided for in the contract. The retention for failure to submit payrolls for any work period will be released for payment only after all the satisfactory payrolls for which the retention was made are submitted. Payment of the retention will be made on the next monthly payment due the contractor after the satisfactory payrolls are received by the City.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

### **7-3 LIABILITY INSURANCE**

#### **7-3.1 Insurance Requirements.**

- a. Secure and Maintain Insurance. Prior to City's execution of the Agreement, Contractor shall secure, and shall thereafter maintain without lapse of coverage until completion of the Contract, such commercial general liability and automobile liability insurance as shall protect Contractor from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of Contractor, any Subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.
- b. Provide Certificates of Insurance. Prior to the City's execution of the Agreement, Contractor shall submit an original certificate of insurance to the City's Risk Manager verifying the General Commercial Liability and Automobile Liability insurance in the required limits with the required provisions as stated below.
- c. Provide Additional Insured Endorsement. Prior to the City's execution of the Agreement, Contractor shall submit an Additional Insured Endorsement to the City's Risk Manager. Contractor must use the attached Additional Insured Endorsement form provided by the City, or one that is substantially similar to and approved by the City's Risk Manager.

**7-3.2 Proper Insurance Company.** All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California, with a policy holder's Rating of A or higher, and a Financial Class VII or higher.

**7-3.3 Coverage.** Coverage shall be at least as broad as the following:

- a. Commercial General Liability. Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001). This coverage shall include:
  - i. Manufacturers and Contractors liability,
  - ii. Broad form property damage in any case where the Contractor has any property belonging to the City in the Contractor's care, custody, or control,
  - iii. Owners and Contractors' protective liability,
  - iv. Blanket contractual liability,
  - v. Products and completed operations coverage, and
  - vi. Coverage for collapse, explosion, and excavation.

- b. Automobile Liability. Insurance Services Office Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto). This coverage shall include:
  - i. Coverage for owned, non-owned, and hired automobiles

**7-3.4 Limits.** The Contractor shall maintain limits no less than the following:

- a. Commercial General Liability. One million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the work (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided by the City) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability. One million dollars (\$1,000,000) per occurrence for bodily injury (including death), and property damage for each accident/incident.
- c. No Limitation on Indemnification. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligation.

**7-3.5 Required Provisions.**

- a. Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
- b. The policy shall be endorsed to waive any right of subrogation against the City, and its Sub-consultants, employees, officers, agents and directors for work performed under this Contract.
- c. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City of Riverside.
- d. The policy shall include the following provision:
- e. If policies are written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the project. The retroactive date of the coverage must also be listed.

**7-3.6 Expiration, Cancellation or Material Change.** The policies shall not be canceled unless thirty (30) days prior written notification of intended expiration, cancellation or material change has been given to the City of Riverside by certified or registered mail.

**7-3.7 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by the City of Riverside. The City reserves the right to either approve, reduce, or eliminate such deductibles or self-insured retentions.

**7-4 WORKERS' COMPENSATION INSURANCE**

Workers' Compensation. The Contractor and all subcontractors shall insure (or be self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees performing the work, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amending thereof.

Workers' Compensation / Employer's Liability. Statutory limits are required for Workers' Compensation. Employer's Liability shall be no less than one million dollars (\$1,000,000).

The policy shall be endorsed to waive any right of subrogation against the City, and its sub-consultants, employees, officers, agents and directors for work performed under this Contract.

Contractor shall comply with Labor Code Section 1861 by signing and filing the Workers' Compensation Certification with the City Attorney.

Contractor's workers compensation carrier shall be authorized to transact 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.

**7-5 PERMITS (as applicable).** No work shall be started within the street right-of-way or on City property until the Contractor has obtained the necessary permits. The Contractor shall obtain\* all permits and give all notices necessary and incident to the due and lawful prosecution of the Work and to the preservation of the public health and safety. Fees for permits obtained from the Public Works, Building, and/or the Planning Department shall be paid by the City. Notification of any other agencies including all Local, State or Federal shall be the responsibility of the Contractor. See also Section 6-8 Completion and Acceptance for additional requirements related to inspections. (\*It shall be the Contractor's responsibility to provide proof of licensing, Worker's Compensation Insurance, Business Tax Registration and "sign-onto" the permit as applicable.)

**7-5.1 Local Licenses.** The Contractor shall obtain and pay for all local licenses necessitated by Contractor's operations. Prior to starting any work, the Contractor shall be required to have a City of Riverside Business Tax Registration valid for the life of the Contract; subcontractors shall also have Business Tax Registrations valid for the time they are engaged in work.

**7-6 THE CONTRACTOR'S REPRESENTATIVE.** Before starting the Work, the Contractor shall designate in writing a representative who shall have complete authority to act for it. The representative shall be present at the Work site whenever Work is in progress. Any order or communication given to this representative shall be deemed delivered to the Contractor. In the absence of the Contractor or its representative, instructions or directions may be given by the Project Manager to the superintendent or person in charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or its representative.

In order to communicate with the City, the Contractor's representative, General Superintendent, or person in charge of specific work shall be able to speak, read, and write in the English language.

The Contractor's representative or superintendent must attend the Pre-construction Conference.

The City may suspend the Work if the Contractor's representative or a General Superintendent is not present during construction.

## **7-8 PROJECT SITE MAINTENANCE**

**7-8.1.1 Cleanup and Dust Control.** The generation of dust shall be controlled as required by the Air Quality Management District. Grading activities shall cease during periods of high winds (greater than 30 MPH). Trucks hauling soil, dirt, sand, or other emissive materials shall have their loads covered with a tarp or other protective cover as determined by the Engineer or Project Manager.

The Contractor shall keep the site clean and free from rubbish and debris (on a daily basis) throughout all phases of construction, including suspension of work, and until Final Acceptance. The Contractor shall also abate dust nuisance by cleaning and sweeping or by other means necessary including project approaches and adjacent streets. If, after being requested to do so by Project Manager, Contractor fails to clean-up or properly control dust and debris generated during its performance of the Work, the Project Manager may direct City forces to remedy the problem and all costs associated therewith shall be borne by the Contractor.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the Contractor's Bid.

Failure of the Contractor to comply with the Project Manager's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

**7-8.4.1 Sewage Spill Containment Plan.** Chapter 14.12.295 of the Riverside Municipal Code prohibits the discharge of any pollutant to a storm drain or any surface, pipe, or waterway leading to a storm drain. The Contractor shall prepare and submit to the Project Manager for review a sewage spill containment plan. No work will be permitted on the existing sewer system until the Project Manager's review is completed. A copy of the plan shall be kept on the project site during construction. This plan shall describe the methods to be used to prevent or contain sewage spills. At a minimum the plan shall provide:

- A scaled drawing showing any proposed emergency containment area(s) and the methods to be used to construct them. This plan shall also show any storm drain inlets that could be affected by an accidental spill and methods to be used to prevent the inlets from accepting any sewage. In addition, show the controls to be used to limit access to the spill area by the public.
- Describe the methods to be used for removing sewage and cleaning of storm drain inlets, storm drains, canals, and arroyos. This description shall include methods for solids removal.
- Describe disinfecting and disinfection clean up methods. These methods shall show how disinfecting materials will be prevented from entering storm drains, canals, and arroyos.
- A scaled drawing(s) showing any proposed sewage by-pass pipes. This drawing shall indicate any sewer manholes proposed to be plugged and the day and time of day this operation will occur.
- The size and material of any by-pass pipes.
- The methods to be used to connect the by-pass pipe(s) to the existing sewer system.
- If pumping is proposed, describe the number and capacity of the pumps. Each pump, at a minimum, must be capable of passing a 3-inch diameter solid.
- If storage is proposed, provide the methods to be used for the sewage storage and removal from the site. If a truck with a storage tank is to be used provide the capacity of the tank. If a water truck is proposed for this purpose it must be dedicated only for this operation.

In the event of a spill the Contractor shall contact the Project Manager and the Field Maintenance Technician at cell 951-906-9066 (If not available, contact the Wastewater Treatment Plant at 951-351-6140. The Contractor shall document the spill by photographing its extent. These photographs shall be submitted to the City for inclusion in the Spill Report.

Payment for the Spill Containment Plan includes all equipment, labor, tools, materials, etc. necessary to develop and implement the plan and shall be included in the price paid for contract items of work that may require spill containment and no other compensation will be made.

**7-8.5 Temporary Light, Power, and Water.** The Contractor shall be responsible for any and all costs associated with temporary light, power, and water systems as required to facilitate work to include, but not be limited to, permits, fees, system installation, maintenance, and removal. The City will pay all permit and connection fees associated with the installation of the permanent water and electric services.

## **7-8.6 Water Pollution Control.**

**7-8.6.1 General Requirements.** (If applicable to this project.) The Contractor will comply with the requirements of the State Permit for Storm Water Discharges Associated with Construction Activity (State Storm Water Construction Permit) during all phases of construction. A copy of the permit is available at [www.swrcb.ca.gov/rwqcb8](http://www.swrcb.ca.gov/rwqcb8). The Contractor will not need to submit a fee or notification to the State as required by the permit. The City will be responsible for notifying the Executive Officer of the Regional Water Quality Control Board of the construction project.

The Contractor is responsible for preparing and implementing the Storm Water Pollution Prevention Plan (SWPPP) and monitoring plan as required by the State Storm Water Construction Permit for all phases of project construction. The SWPPP must be prepared by a licensed engineer. The SWPPP and monitoring plan must be approved by the Project Manager, per section 7-8.6.2, before commencement of any construction activity. Both the SWPPP and the monitoring program shall be implemented by the Contractor throughout the duration of the construction project. The Contractor shall be responsible for conducting the required monitoring inspections and shall file copies of the inspections and all other reports, certifications or records as required by the SWPPP with the Public Works Department. The SWPPP shall be kept at the construction site and be made available to the public and/or Regional Board staff upon request for review. The Contractor shall be responsible for all costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements of the State Storm Water Construction Permit. The SWPPP shall be the Contractor's sole responsibility.

Contractor shall provide copies of certification that the superintendent or foreman has attended a Stormwater Pollution Prevention course within the last 12 months. Any work requiring the placement of BMP's shall not begin until this certification is provided to the Project Manager.

The Project Manager may order the suspension of construction operations if the Contractor fails to comply with the requirements of this section. Time extensions will not be allowed for any suspension of work as a result of the Contractor's noncompliance with the State Storm Water Construction Permit or SWPPP.

The Contractor shall, at reasonable times, allow authorized agents of the California Regional Water Quality Control Board-Santa Ana Region and USEPA, upon the presentation of credentials to:

1. Enter upon the construction site and the Contractor's facilities pertinent to the work;
2. Have access to and copy any records required to be kept as specified in the State Storm Water Construction Permit;
3. Inspect the construction site, including any off-site staging areas or material storage areas, and related soil stabilization practices and sediment control Best Management Practices (BMPs); and
4. Sample or monitor for the purpose of ensuring compliance with the State Storm Water Construction Permit.

**The Contractor shall notify the Project Manager immediately upon request from regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor's records.**

**7-8.6.7 Payment.** The contractor's cost of implementing the required BMP's for all project activities shall be included with other items of work.

Any BMP required to protect storm water quality shall be installed within 24 hours of the time contractor is notified by the Project Manager or regulatory agencies to install such BMP's. Each 24 hour period elapsed without installation of the required BMP's by the contractor will be considered an incident. Failure of the contractor to meet

the 24 hour period for installing the required BMP's may cause damages to the City and contractor shall be assessed additional liquidated damages as described in section 6-9 of these special provisions.

**7-10 PUBLIC CONVENIENCE AND SAFETY.**

**7-10.1.1 Traffic and Access.** (If applicable to this project.) The Contractor shall provide and maintain two twelve-foot-wide lanes for two-way traffic at all times. **No reduction of the traveled way width shall be permitted before 8 a.m. nor after 5 p.m. on any street unless prior approval in writing is obtained from the City's Traffic Engineer.**

The Contractor shall provide and maintain a minimum 4-foot-wide path for pedestrian traffic through the construction site. If a path through the construction site and within street right of way is not possible, the Contractor shall lay out and maintain a safe and direct pedestrian path around the construction site within the public right of way. The pedestrian path shall be approved by the Project Manager.

Failure of the Contractor to maintain the required, two twelve-foot-wide lanes for two-way traffic, as specified above, will result in damages sustained by the City. These damages will be assessed in the amount of **\$250.00 as liquidated damages for each incident** that the Contractor fails to comply.

**7-10.3.1 Street Closures, Detours, Barricades.** (If applicable to this project.) For convenience to the Contractor to comply with the other provisions of this section, the following telephone numbers are listed (all numbers are 951 area code unless otherwise listed):

Police Department .....	826-5700
Fire Department .....	826-5321
Traffic Engineering Division .....	826-5366
Traffic Signal Maintenance .....	351-6096
Street Light Repair .....	351-6005
City Electric, Water (After hours) .....	687-0791
American Medical Response Ambulance Service.....	684-5520
RTA .....	684-0850 (if applicable)
Street Superintendent .....	351-6127
Riverside Schools .....	788-7134
Alvord Schools .....	351-9325 (for bus lines)
Special Services Transportation .....	687-8080
Pacific Bell (Emergency) .....	811-2121
Gas Company (Emergency) .....	1-800-427-2200
Gage Canal Office .....	780-1333

The Contractor is not relieved of the responsibility of notifying the various departments and agencies, even if their telephone numbers may be changed without notice.

Construction signs, barricades, and their applications shall conform with the most current issues of the State of California Business and Transportation Agency, Department of Transportation, Division of Operations "Uniform Sign Chart" and the "Manual of Traffic Controls" for Construction and Maintenance Work Zones.

Public notification signs shall be posted at the project site as applicable. Signs shall be posted a minimum of one week prior to commencement of construction. Sign locations shall be approved by the Project Manager.

Prior to fabrication of public notification signs, Contractor shall submit drawings to the Project Manager for approval. The submittal shall include sign sizes, colors, legends (including text size) and the method of erecting. Payment for submittals, fabrication, erection, maintenance and removal of public notification signs shall be included in the contract lump sum price for "Mobilization". All other construction signing, delineation, barricades and traffic control will be included in other items of work.

**7-10.4.5 Public Safety During Non-Working Hours.** The Contractor shall have primary responsibility for safety on the job site. Such responsibility notwithstanding, when the Contractor is not present and the Project Manager takes note of a circumstance that, in the Project Manager's judgment, constitutes an unsafe condition, the Project Manager may either attempt to contact the Contractor or may direct any available forces to perform any functions he or she deems necessary to ensure the public safety at or in the vicinity of the job site. It shall be the Project Manager's option whether to attempt to contact the Contractor or whether to take immediate action with any means available to the Project Manager. If the Project Manager takes such action to correct an unsafe condition, the Contractor shall bear all expenses incurred by the City for such action.

**7-10.4.6 Construction Schedule.** The construction schedule required under Section 6-1 of these Special Provisions shall allow ample "on-street" parking, for affected people, within a reasonable distance from their homes and businesses. Requests for changes to the schedule shall be submitted by the Contractor to the Project Manager at least 48 hours prior to the scheduled operation to be changed.

The Contractor shall provide a construction advisory letter to all affected residences and businesses adjacent to the work site a minimum of 48 hours prior to construction on each street. The letter will indicate the duration of the proposed construction and also state if alternate parking arrangements will be necessary.

"Temporary No Parking Signs" shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. The signs shall be placed no more than 100 feet apart on each side of the street and at shorter intervals if conditions warrant. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. All signs shall be removed within 24 hours after the effective date. If the date of closure is changed, the Contractor will be responsible for reposting the signs in accordance with the above requirements.

## **SECTION 8 --- FACILITIES FOR AGENCY PERSONNEL** *Delete Section 8.*

## **SECTION 9 --- MEASUREMENT AND PAYMENT**

### **9-3 PAYMENT**

**9.3.1.1 Payments.** The City of Riverside payment process is through an electronic transfer process. Contractors or Suppliers must set up for this payment process in order to be compensated for materials and or services.

### **9-3.2 Partial and Final Payments.**

**9-3.2.1 Payments.** The Project Manager will, after award of Contract, establish a closure date for the purpose of making monthly progress payments. The Contractor may request in writing that such monthly closure date be changed. The Project Manager may approve such request when it is compatible with the City's payment procedure.

Each month, the Project Manager will make an approximate measurement of the work performed to the closure date and as a basis for making monthly payments, estimate its value based on Contract Unit Prices or as provided for in 9-2. When the Work has been satisfactorily completed, the Project Manager will determine the quantity of work performed and prepare the final estimate.

From each progress estimate, 10 percent will be deducted and retained by the City, and the remainder less the amount of all previous payments will be paid. As provided for in Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any moneys withheld by the City to ensure performance of this 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 state or federally chartered bank as the escrow agent. Securities eligible for investment shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, and standby letters of credit.

For Lump Sum, Multi Payment Contracts, the Project Manager will establish a monthly payment schedule. Each month the Contractor shall submit a billing for all work completed to date, less any previous payments received, for approval by the Project Manager. After approval, the Project Manager will issue a progress payment for the amount approved, less 5% retention.

No progress payment made to the Contractor or its sureties will constitute a waiver of the liquidated damages under 6-9

**9-3.2.2 Progress Payments.** Progress payment requests shall be processed in accordance with the provisions of Public Contract Code Section 20104.50, which is summarized as follows:

(a) Upon its receipt of Contractor's written payment request, City shall review it as soon as practicable to determine whether it is a proper payment request. If City determines that it is not a proper payment request suitable for payment, City shall return it to Contractor as soon as practicable, but not later than seven days after its receipt, together with a document setting forth in writing the reasons why it is not proper.

(b) If City fails to make a progress payment within thirty days after it receives an undisputed and properly submitted payment request from Contractor, City shall pay interest on the correct amount thereof at the legal rate set forth in Subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) The number of days available to City to make payment without incurring an interest obligation thereon shall be reduced by the number of days by which City exceeds the seven-day return requirement of (a) above for return of an improper request.

(d) A "progress payment" includes all payments due under the Contract, except that portion of the final payment which is designated as retention earnings, and a payment request shall be considered properly executed if funds are available for payment thereof and payment is not delayed due to an audit inquiry by City's financial officer.

(e) As part of the monthly progress payment approval process the Contractor shall submit an updated monthly schedule to the Owner as referenced in 6-1 Construction Schedule & Commencement of Work. In addition, the Contractor shall maintain updated project As-Build drawings at the project job site to be reviewed and approved by the Owner as part of the aforementioned monthly "progress payment" approval process.

**9-3.2.3 Retention Payment.** City's payment to Contractor of the retention amounts withheld from progress payments made during the performance of the Work, and Contractor's disbursement thereof to Contractor's subcontractors, shall be subject to the requirements of Public Contract Code Section 7107, the Stop Notice withholding laws of the State of California and the other provisions of the Contract. City's payment obligations under Section 7107 are summarized herein; by executing the Contract Agreement, Contractor will be confirming knowledge of and responsibility for disbursement of the retention payment to Contractor's subcontractors.

(a) Within sixty (60) days after the date of completion of the Work, City shall pay the undisputed and unencumbered portion of the retention amount to Contractor. If City disputes any portion of the amount Contractor demands, City will withhold from its payment an amount not exceeding 150% of the disputed amount.

(b) If City fails to pay the undisputed and unencumbered portion of the retention amount due Contractor within sixty (60) days after the date of completion of the Work, City shall pay Contractor a charge of 2% per month on the amount improperly withheld in lieu of any other interest amount

otherwise payable by operation of law. In any lawsuit brought for collection of amounts alleged to be wrongfully withheld by City, the prevailing party shall be entitled to attorney's fees and costs.

(c) "Completion" for purposes of this Section means any of the following events:

(1) Occupation, beneficial use and enjoyment of the Work by City, excluding testing, startup and commissioning activities, accompanied by Contractor's cessation of labor thereon;

(2) Acceptance of the Work by City;

(3) Contractor's cessation of labor for a continuous period of 100 days or more due to factors beyond Contractor's control; or

(4) Contractor's cessation of labor for a continuous period of 30 days or more if and after City records a notice of cessation of work or notice of completion.

**SP-3 DIVISIONS OF SPECIFICATIONS.** For convenience, the Specifications are divided into sections as set forth in the Table of Contents, but such segregation shall not be considered as limiting the Work of any subcontracts or trades, and the City will not be responsible for any division of the Work by subcontracts. The Contractor shall be solely responsible for all subcontract arrangements of the Work regardless of the locations of provisions in the Specifications.

Where devices or items or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items or parts as are required to properly complete the Work.

The General Conditions, Special Provisions and Technical Specifications apply to each section of the Specifications as though fully set forth therein.

**SP-4 A/E/CM'S STATUS.** The A/E/CM shall have access to the site at all times wherever it is in preparation or progress and has the authority to act for the Project Manager should the A/E/CM observe Work that in the A/E/CM's judgment should be stopped to prevent damage, injury, loss, or error, the A/E/CM has the authority to direct the Contractor to stop the Work and the responsibility to notify the City's Project Manager of such Stop Work Notice without delay.

**SP-5 AVAILABILITY OF PROJECT DOCUMENTS.**

Project plans and specifications can be reviewed at the City of Riverside website thru the following link:

[www.riversideca.gov/bids](http://www.riversideca.gov/bids)

Bidders may review, download, and reproduce documents as required for bidding purposes at the Bidders expense. The Contractor shall obtain and purchase all project documents at the Contractor's expense.

**Questions regarding obtaining project documents, plan holders list, and/or bid procedures please contact:**

**City of Riverside Finance Department**

**Dave Dewey**

**Email: [purchasing@riversideca.gov](mailto:purchasing@riversideca.gov)**

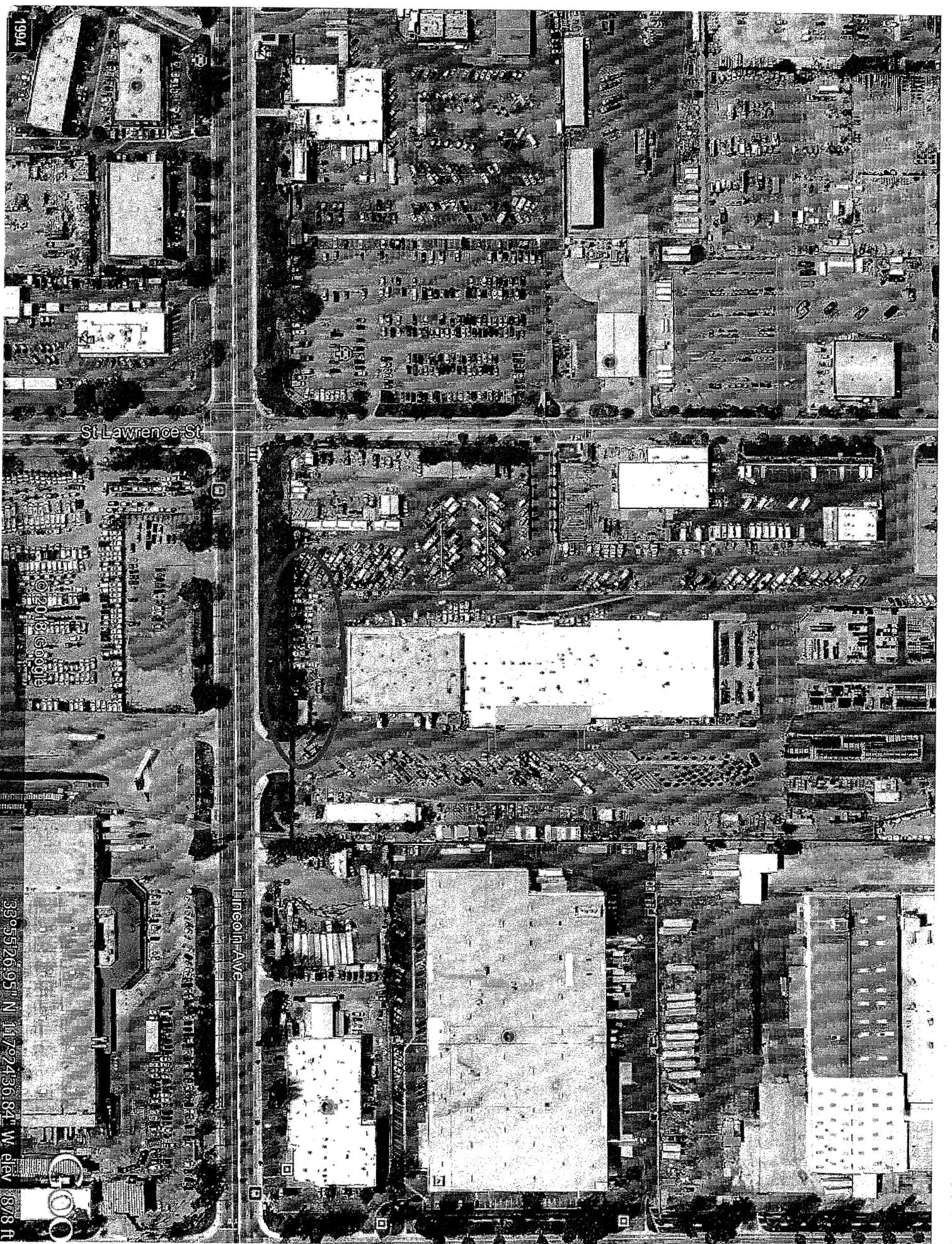
**Phone: (951) 826-5561**

**Fax: (951) 826-5878**

**SP-6 PRE-BID JOB WALK.** The non-mandatory pre-bid job walk is scheduled to be held at the City of Riverside Corporation Yard located at 8095 Lincoln Avenue, Riverside, California, on Wednesday, May 1, 2019 at 10:00 am.

**END OF PART 1**





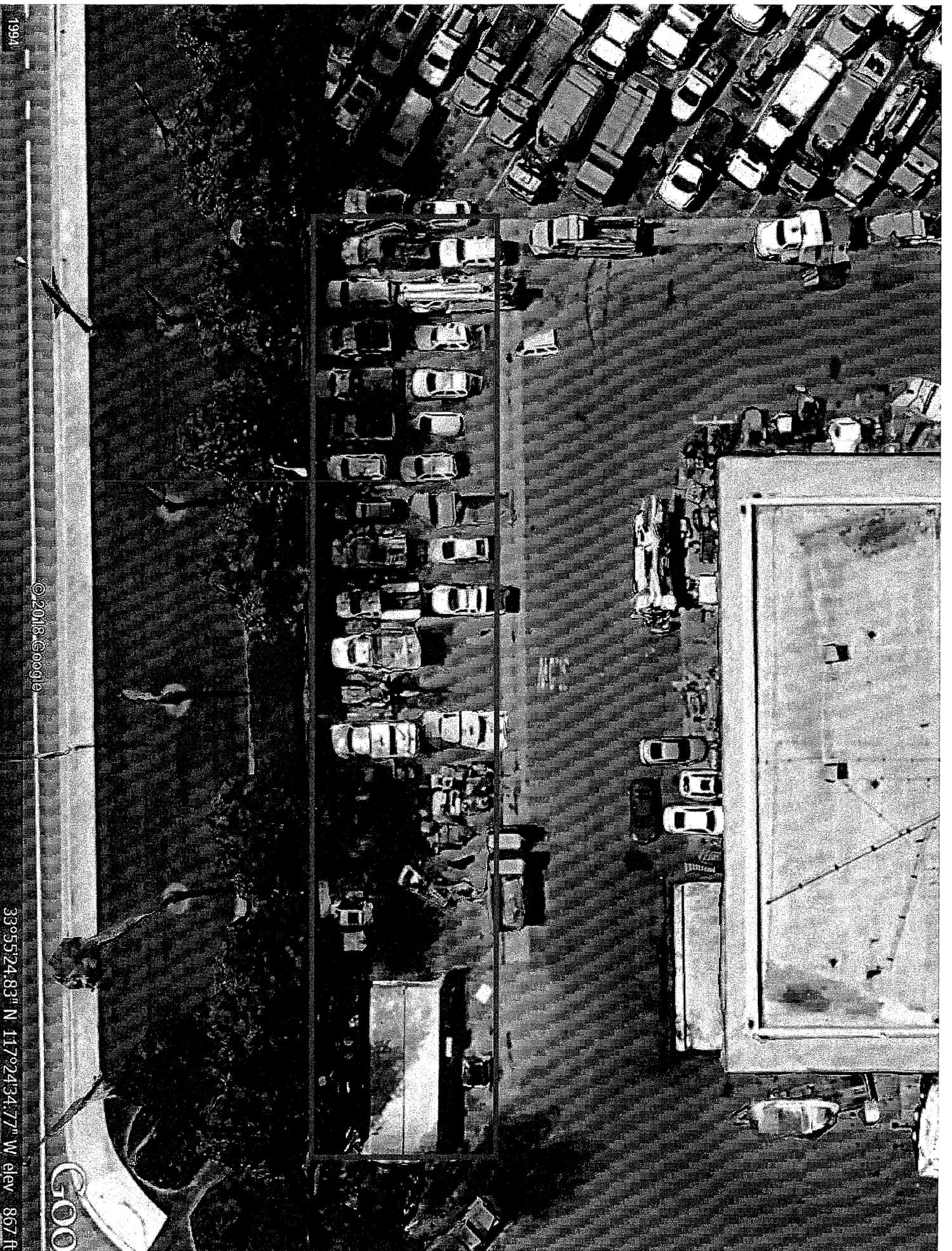
1994

St. Lawrence St

Lincoln Ave

©2018 Google

33°55'26.95" N 117°24'36.84" W elev 878 ft



1994

© 2018 Google

33°55'24.83" N 117°24'34.7" W elev 867 ft

500

**PROPOSAL FOR THE  
REMOVAL OF EXISTING ASPHALT AND REPLACEMENT WITH CONCRETE AT THE POLICE  
DEPARTMENT VEHICLE PARKING AREA AT THE FLEET GARAGE AT THE CITY OF RIVERSIDE  
CORPORATION YARD  
TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF RIVERSIDE:**

In compliance with the Notice Inviting Bids, published by your Purchasing Services Manager, the undersigned (hereinafter, "Bidder") hereby proposes to furnish all materials, equipment, labor, methods and design services and do all things necessary for the proper design and construction and completion of the work in strict and complete accord with the specifications now on file with the Purchasing Services Manager at the prices set forth in the attached bid schedule. This proposal shall remain good and shall not be withdrawn for Ninety (90) days after the date the proposals are opened by the Purchasing Services Manager.

Bidder hereby declares that Bidder has examined the specifications and understands that all items to be furnished shall be for the bid price, and that Bidder has also checked all figures shown and understands that neither the City of Riverside nor any officer thereof will be responsible for any errors or omissions in submitting this proposal.

Bidder understands that the City Council reserves the rights to reject any and all proposals, to waive any irregularities in bidding or to award the Contract to other than the lowest bidder.

Bidder understands that it must deliver to the Purchasing Services Manager, a cashier's or certified check made payable to the City of Riverside, or a bidder's bond executed by a corporate surety admitted to engage in such business in the State of California, with an A:7 rating, for an amount equal to at least ten percent of the amount of its proposal. No proposal shall be considered unless such proposal guaranty is received by the proposal submission deadline. Proposals submitted without a proposal guarantee shall be declared non-responsive and will not be further considered. The bidder shall have sole responsibility for the timely delivery of its proposed guarantee.

Bidder hereby agrees that if Bidder is awarded the Contract, Bidder will sign the Contract Agreement in duplicate counterparts and return the counterparts, together with completed Contract surety bonds and insurance confirmations, within fifteen (15) calendar days from the date the City mails, or by other means delivers, the Contract Documents to Bidder. Bidder acknowledges that the proposal guaranty submitted herewith is subject to forfeiture for failure to submit these Contract Documents in completed form within the above-required time limit.

Bidder hereby agrees that if Bidder is awarded the Contract, Bidder will commence Work under the Contract on the dates specified in the written Notices to Proceed issued by the City, and will complete the Project within **twenty one (21) calendar days** thereafter as required by the Specifications, (not including selected additive items).

The undersigned bidder agrees to sign up with the City E-payables program. Check "yes" or "No". Not signing up will NOT disqualify the bidder. Yes \_\_\_ No \_\_\_.

Bidder understands and acknowledges that City will award a Contract on the basis of the lowest responsive and responsible bid received.

**CITY OF RIVERSIDE  
DETERMINATION OF QUALIFIED BIDDER  
GENERAL BACKGROUND**

Name of Firm: \_\_\_\_\_

Number of Years in Business \_\_\_\_\_  
(under current firm name)

Firm Address: \_\_\_\_\_

Type of Entity (Check One):

Individual \_\_\_\_\_

Partnership \_\_\_\_\_

Corporation \_\_\_\_\_

Joint Venture \_\_\_\_\_

Address of Local Office: \_\_\_\_\_  
(If Applicable)

Firm's Annual Project \$ Volume: \_\_\_\_\_ Number of Firm Wide Employees: \_\_\_\_\_

Firm Project \$ Backlog: \_\_\_\_\_

California Contractor's Licenses Held (Number/Class) \_\_\_\_\_

List Trades That Firm Self-Performs: \_\_\_\_\_

**Qualified Bidders shall have a minimum of five (5) years of experience in projects of similar size, scope, and dollar value in the past ten (10) years under their current license and firm name.**

**CITY OF RIVERSIDE  
 DETERMINATION OF QUALIFIED BIDDER  
 SIMILAR CONSTRUCTION EXPERIENCE**

List all public and private projects of similar size and scope performed by Bidder within the last five (5) years under its current license and firm name for similar projects

<u>Contract Amount</u>	<u>Name of Project</u>	<u>Completion Date</u>	<u>Name, Address, and Telephone Number of Owner</u>
\$			
\$			
\$			
\$			
\$			

**CITY OF RIVERSIDE  
 DETERMINATION OF QUALIFIED BIDDER  
 QUALITY, SCHEDULE, & BUDGET RECORD**

Record of schedule performance on similar projects in the last five (5) years:

<u>Name of Project</u>	<u>Actual Start Date</u>	<u>Scheduled Completion Date</u>	<u>Actual Completion Date</u>	<u>Name, Address, and Telephone Number of Owner</u>

Record of change order performance on similar projects in the last five (5) years:

<u>Name of Project</u>	<u>Original Contract Amount</u>	<u>\$ Value of Change Orders</u>	<u>Name, Address, and Telephone Number of Owner</u>
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	

**CITY OF RIVERSIDE  
 DETERMINATION OF QUALIFIED BIDDER  
 LITIGATION & SAFETY RECORD**

Litigation record for the last five (5) years:

<u>Name of Project</u>	<u>Name, Address, and Telephone Number of Owner</u>	<u>Description of Litigation</u>

Record for lost time/work days for you and your sub-contractors work force for the past five years.

<u>Year</u>	<u>Lost Time Work Days</u>
2018	_____
2017	_____
2016	_____
2015	_____
2014	_____

Attach a copy of the table of contents of your written Quality Assurance/Quality Control program plus provide a one page executive summary of your QA/QC program.

**BIDDER INFORMATION:**

DATE: \_\_\_\_\_

BIDDER'S NAME, ADDRESS & PHONE

STATE CONTRACTOR'S LIC. NO. \_\_\_\_\_

\_\_\_\_\_

CLASS OF LICENSE: \_\_\_\_\_

\_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_

\_\_\_\_\_

Name on license must agree with company name shown at right

TELEPHONE: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

(Area Code)

CITY BUSINESS TAX REGISTRATION (if available)

IS BIDDER A CERTIFIED DBE: Y N (Circle One)

\_\_\_\_\_

Bidder hereby certifies that Bidder is currently the holder of a valid license as a Contractor in the State of California, and that the license covers the proposed work. When the appropriateness of a particular license is in question, Bidder understands that the determination of the State of California, Department of Consumer Affairs, and Contractors State License Board shall govern. These terms and conditions shall also apply to any subcontractors listed by Bidder.

Bidder is: (check one)

An Individual Owner \_\_\_\_\_

A Joint Venture \_\_\_\_\_

A Partnership \_\_\_\_\_

A Corporation \_\_\_\_\_

The Bidder shall be required to upload a signed copy of the following documents to the Purchasing Bidding website prior to bid opening:

- Bid Proposal documents and any other documents required
- Bid Security
- Non-Collusion Declaration
- Contractor Customer Service Standards Acknowledgment
- Any other documents called out in the specifications

**Any bidder who fails to acknowledge all addenda will be declared non-responsive and their bid will not be considered.**

**\*\* Acknowledge any addenda received here: \_\_\_\_\_**

\_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

**NON-COLLUSION DECLARATION TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative therefor, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury of the laws of the State of California that the above information is true and correct and that this declaration is executed on \_\_\_\_\_ (date) at \_\_\_\_\_ (City) \_\_\_\_\_ (state)

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

SUBCONTRACTOR INFORMATION SHEET

In accordance with the requirements of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et seq.), the following subcontractors are listed:

SUBCONTRACTORS NAME  
AND BUSINESS ADDRESS

WORK TO BE SUBCONTRACTED, LICENSE  
NUMBER, DIR REGISTRATION (if applicable)  
SUBCONTRACTED AMOUNT

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
Subcontracted Amount: \_\_\_\_\_  
DIR Registration Number: \_\_\_\_\_  
Work to be Performed: \_\_\_\_\_  
Certified DBE (Yes or No): \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
Subcontracted Amount: \_\_\_\_\_  
DIR Registration Number: \_\_\_\_\_  
Work to be Performed: \_\_\_\_\_  
Certified DBE (Yes or No): \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
Subcontracted Amount: \_\_\_\_\_  
DIR Registration Number: \_\_\_\_\_  
Work to be Performed: \_\_\_\_\_  
Certified DBE (Yes or No): \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
Subcontracted Amount: \_\_\_\_\_  
DIR Registration Number: \_\_\_\_\_  
Work to be Performed: \_\_\_\_\_  
Certified DBE (Yes or No): \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
Subcontracted Amount: \_\_\_\_\_  
DIR Registration Number: \_\_\_\_\_  
Work to be Performed: \_\_\_\_\_  
Certified DBE (Yes or No): \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
Subcontracted Amount: \_\_\_\_\_  
DIR Registration Number: \_\_\_\_\_  
Work to be Performed: \_\_\_\_\_  
Certified DBE (Yes or No): \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
Subcontracted Amount: \_\_\_\_\_  
DIR Registration Number: \_\_\_\_\_  
Work to be Performed: \_\_\_\_\_  
Certified DBE (Yes or No): \_\_\_\_\_







**CITY OF RIVERSIDE  
CONTRACTOR CUSTOMER SERVICE STANDARDS  
ACKNOWLEDGMENT**

Customer Service is important to the City of Riverside and has resulted in the adoption of our motto and mission statement:

**"People Serving People"  
The City of Riverside will provide high quality  
Municipal services in a responsive and cost-effective manner.**

The City and its Contractors shall at all times strive to represent the City in a professional, courteous, friendly, efficient, and cost-effective manner. The following customer service standards shall be enforced by Contractors:

1. Abide by the City's mission statement and customer standards as noted herein.
2. Furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the director / designee, all work required under the contract.
3. Have competent working supervisors on the job at all times work is being performed who are capable of communicating and discussing effectively, both in written and oral English, matters pertaining to the contract.
4. Remove from the work site any employees deemed careless, incompetent, or who generate multiple customer service complaints.
5. Have supervisors carry identification which clearly indicates to the public the name of the Contractor responsible for the project.
6. Have Contractor's vehicles assigned to the project clearly identified.
7. As applicable, with department's approval, issue a notice in business and residential areas in advance of project commencement stating work project, general time frame, company name, telephone number, job site contact person, City contact person and telephone number.
8. Endeavor to maintain good public relations at all times. Conduct work in a proper and efficient manner to create the least possible inconvenience to the general public.

Bidder shall provide a signed copy of this form to the prior to bid opening.

Company Name: \_\_\_\_\_

Authorized Representative (Please Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PERFORMANCE BOND**

Bond No.

Premium:

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

WHEREAS on \_\_\_\_\_, 2019, the CITY OF RIVERSIDE ("CITY") awarded to \_\_\_\_\_ ("PRINCIPAL") a contract for performance of the work described as the removal of existing asphalt and replacement with concrete at the Police Department vehicle parking area at the City of Riverside Fleet Maintenance Garage for the City of Riverside Bid No. 7620 ("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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number \_\_\_\_\_

\_\_\_\_\_  
Principal

By \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-In-Fact (Seal)

\_\_\_\_\_  
Typed Name and Title

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 \_\_\_\_\_, 2019, the CITY OF RIVERSIDE ("CITY") awarded to \_\_\_\_\_ ("PRINCIPAL") a contract for performance of work described as the removal of existing asphalt and replacement with concrete at the Police Department vehicle parking area at the City of Riverside Fleet Maintenance Garage for the City of Riverside Bid No. 7620 ("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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number \_\_\_\_\_

\_\_\_\_\_  
Principal

By \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Surety

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Attorney-In-Fact

\_\_\_\_\_  
Typed Name and Title

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

**GENERAL AND/OR AUTOMOBILE LIABILITY  
ADDITIONAL INSURED ENDORSEMENT**

**CITY OF RIVERSIDE**

Named Insured and Address:

Contractor's Name:  
Contractor's Address:

General description of agreement(s) and/or activity(s) insured: The removal of existing asphalt and replacement with concrete at the Police Department vehicle parking area at the City of Riverside Fleet Maintenance Garage for the City of Riverside Bid No. 7620.

Notwithstanding any inconsistent statement in the policy to which this endorsement pertains or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Riverside and its officers and employees are additional insured thereunder in relation to those operations, uses, occupations, acts, and activities described generally above with regard to operations performed by or on behalf of the named insured.
2. Such insurance shall be primary, and not contributing with any other insurance maintained by the additional insured.
3. The policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The policy shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to the Risk Manager of the City of Riverside by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

ADDRESS CANCELLATION NOTICE AS FOLLOWS:

Risk Manager  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

ISSUE ENDORSEMENT TO:

City of Riverside  
C/O City Attorney  
City Hall, 3900 Main Street  
Riverside, California 92522

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy.

Endorsement No.	Effective Date:	Policy No.:
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TYPE OF COVERAGE TO WHICH  
THIS ENDORSEMENT ATTACHES

POLICY PERIOD:  
FROM: \_\_\_\_\_ TO: \_\_\_\_\_

LIMITS OF LIABILITY:

The following inclusions, exclusions, extensions or specific provisions relate to the above coverage. Aggregate limits and separate deductibles, if applicable, are to be noted after the stated coverage. (Attach additional pages if space is insufficient.) Scheduled items or locations are to be identified on an attached sheet.

(Continued on Page 2)

**GENERAL AND/OR AUTOMOBILE LIABILITY  
ADDITIONAL INSURED ENDORSEMENT  
CITY OF RIVERSIDE**

**Page 2**

**INCLUDES:**

- |   |   |
|---|---|
| <input type="checkbox"/> Premises & Operations            | <input type="checkbox"/> Incidental Medical Malpractice                 |
| <input type="checkbox"/> Contractual Liability            | <input type="checkbox"/> Explosion Hazard                               |
| <input type="checkbox"/> Independent Contractors          | <input type="checkbox"/> Collapse Hazard                                |
| <input type="checkbox"/> Products/Completed Operations    | <input type="checkbox"/> Underground Hazard                             |
| <input type="checkbox"/> Broad Form Property Damage       | <input type="checkbox"/> Garage keepers Legal Liability<br>(Primary) \$ |
| <input type="checkbox"/> Personal Injury                  | <input type="checkbox"/> Owned Automobiles                              |
| <input type="checkbox"/> Broad Form Liability Endorsement | <input type="checkbox"/> Non-owned Automobiles                          |
| <input type="checkbox"/> Fire Legal Liability             | <input type="checkbox"/> Hired Automobiles                              |
| <input type="checkbox"/> Watercraft Liability             | <input type="checkbox"/> _____  |
| <input type="checkbox"/> _____                            |   |

**EXCLUDES:**

DEDUCTIBLE: A deductible or self-insured retention (strike out one) of \$ \_\_\_\_\_  
applies to \_\_\_\_\_ coverage.

DEDUCTIBLE APPLIES PER CLAIM ( ), PER OCCURRENCE ( ).

Insurance Company

Address

I, \_\_\_\_\_ (type or print name) hereby declare  
under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-  
named insurance company to this endorsement and by my execution hereof, do so bind said company.

\_\_\_\_\_  
Signature of Authorized Representative

(Original Signature only; No Facsimile Signature or Initialed Signature Accepted)

Executed at \_\_\_\_\_, \_\_\_\_\_ on \_\_\_\_\_, 2019.

Phone No.: (\_\_\_\_) \_\_\_\_\_

**AGREEMENT FOR CONSTRUCTION**  
PROJECT NAME

BID NO. \_\_\_\_

CONTRACTOR'S NAME

This Agreement for Construction ("Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF RIVERSIDE, a California charter city and a municipal corporation ("City") and [CONTRACTOR'S NAME, business entity type, mailing address], State Contractor's License No. \_\_\_\_\_, ("Contractor"). Hereinafter, the City and the Contractor may be referred to collectively as the "Parties." The Parties mutually agree as follows: Contractor shall furnish all labor, equipment and materials for, and perform the work of [NAME OF PROJECT] which is covered in the Contractor's Bid Proposal (the "Work"), in accordance with the provisions and requirements in the Contract Documents as defined by this Agreement.

**ARTICLE 1 – CONTRACT DOCUMENTS**

1.1 **Definitions.** The meanings of all capitalized terms used herein and in the Contract Documents and not otherwise defined in this document shall be the same as those definitions set forth in the Special Provisions Section 1-2.

1.2 **Contract Documents.** The "Contract Documents," except for Modifications issued after execution of this Agreement, consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference, are intended to be correlative and constitute Contractor's performance obligations:

- (1) Permits from the City's Building, Fire, Planning, Public Works and Public Utilities Departments and similar Governmental Approvals for the Work required by applicable law.
- (2) Change Orders and other Modifications issued after execution of the Agreement.
- (3) This Agreement, as signed by the Parties, including the following exhibit, as well as any other exhibits, attachments, and Certificates of Insurance and Additional insured endorsements for Contractor:

**Exhibit "A" – Workers Compensation Certification**

- (4) Addenda with later Addenda having priority over earlier Addenda issued as follows:

Addendum No. \_\_\_\_\_, issued \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_ pages.

- (5) Contractors Bid Proposal, for the above-referenced Bid No. \_\_\_\_\_ (comprised of Notice Inviting Bids, Instructions to Bidders and attachments, Electronic Bid Schedule of Prices, Electronic List of Subcontractors, Proposal, Signature Certification/Authorization, Bid Guaranty, and where applicable, Contractor Qualification Statement and/or Subcontractor Qualification Statement.
- (6) Special Provisions and Standard Specifications.
- (7) City and other agency's Standard Drawings.
- (8) All documents, maps, texts and items referred to in the foregoing documents.

1.3 **Interpretation.** In the event of any conflict between any of the Contract Documents, the document highest in the order of precedent shall control. The order of precedent shall be the same as that set forth in Section 2.5-2 of the 2012 Edition of the Standard Specifications for Public Works Construction, unless otherwise revised in the Special Provisions.

1.4 **Entire Agreement.** This Agreement together with all other Contract Documents represents the entire and integrated agreement between City and Contractor and supersedes any prior written or oral agreements between them concerning the subject matter contained in the Contract Documents. There are no representations, agreements, arrangements or understandings, oral or written, between the Parties hereto, relating to the subject matter contained in the Contract Documents, which are not fully expressed herein.

## **ARTICLE 2 – CONTRACT PRICE AND PAYMENT**

2.1 **Contract Price.** City shall pay Contractor the Contract Price of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) which includes all California sales or use tax and County and City taxes, in consideration for the Contractor's full, complete and timely performance of all of the Work required by the Contract Documents. The Contract Price includes any Alternative/Additive Bid Items which were awarded with the Contract.

Contractors agree to allocate the use tax derived from contracts or subcontracts of \$5 million or more directly to the job site location by obtaining a sub-permit of the Contractor's seller's permit for the jobsite and allocating the local tax to the jobsite address on Schedule C of applicable sales tax returns, in accordance with State Board of Equalization Operations Memo 1023. Contractor shall provide City with proof of such filing prior to City's issuance of the Notice to Proceed.

In accordance with Section 22300 of the California Public Contract Code, Contractor may substitute securities for any monies withheld by City to ensure performance of the Contract. Such substitution shall be made at the request and expense of Contractor. Securities equivalent to the amount withheld may be deposited with City or with a state or federally chartered bank as escrow agent. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code, bank or saving and loan certificates of deposit, interest bearing demand

deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and City.

**2.2 Changes to the Contract Price.** Contractor 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 the City.

**2.3 Payment Procedures.**

Within sixty (60) calendar days after City accepts final completion of the work and issues the Notice of Completion, excluding Plant Establishment, if applicable, City shall pay Contractor the amounts City deducted and retained from Contractor's progress payments, except such sums which are required by applicable law or authorized by the Contract to be further retained. In the event of a dispute between City and Contractor concerning the amount of final payment due, the City may withhold from final payment, including Liquidated Damages provided forth in the Contract Documents, together with an amount not to exceed 150% of the value of disputed amounts for incomplete or non-conforming work.

### **ARTICLE 3 – TIME FOR PERFORMANCE**

**3.1 Date of Commencement/Notice to Proceed.** The date of commencement of the Work shall be established in a written Notice to Proceed issued by the City. The City will not issue a Notice to Proceed to the Contractor until this Agreement, bonds and insurance documents have been executed and/or approved by the City.

**3.2 Contract Time.** Contractor shall perform the Work in a diligent manner and shall complete all of the Work of the Contract, excluding any Plant Establishment, if applicable, within \_\_\_\_\_ (\_\_\_\_) calendar days after the date specified to Contractor in the Notice to Proceed issued by City.

### **ARTICLE 4 – LIQUIDATED DAMAGES**

**4.1 Amounts of Liquidated Damages.**

**4.1.1 Delay in Substantial Completion of the Work.** Failure of Contractor to complete the Work within the time allowed 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 – or - working day in excess of the time specified for the completion of Work, as adjusted in accordance with Section 6-6 and/or 6-7 of the Standard Specifications, Contractor shall pay to City, or have withheld from monies due Contractor, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

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 liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

Liquidated damages shall be assessed in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per incident that an updated weekly schedule is not submitted as specified in Section 6-1.1.1 of these Special Provisions.

Additional liquidated damages shall be assessed in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per calendar day that the contractor fails to provide all material submittals, provide anticipated delivery dates for all materials, and/or provide a construction schedule beyond the date the construction agreement is executed as described in Section 6.1.1.1 of these Special Provisions.

In addition, once a street has been posted for temporary no parking, the failure of the Contractor to meet or complete Contractor's daily schedule as required by Section 7-10.4.6 of the Special Provisions due to conditions under Contractor's control will result in damages sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day Contractor fails to meet and complete the schedule after the posting and after the time provision for changes in the schedule have elapsed, Contractor shall pay to City, or have withheld from monies due Contractor, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). 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 liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

Additional liquidated damages shall be assessed in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per calendar day for failure to complete adjustment of the manhole covers to grade within the time limits specified in Section 301-1 of the Special Provisions. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

Additional liquidated damages shall be assessed in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per incident that the Contractor reduces the traveled way width and/or stores construction equipment within public streets and right of way beyond the hours specified in Section 7-10.1.1 of these Special Provisions. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such incidents occur.

Additional liquidated damages shall be assessed in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per incident that the Superintendent fails to meet with the Engineer as described in Section 7-6 of the Special Provisions. These liquidated damages are in addition to the right of the City to suspend work as described in Section 7-6. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such incidents occur.

Additional liquidated damages shall be assessed in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per calendar day for failure to comply with the State Permit for Storm Water Discharge Associated with Construction Activity during all phases of

construction and for failure to complete, implement, or maintain the Storm Water Pollution Protection Plan (SWPPP) within the periods specified in Section 7-8.6 of the Special Provisions. These liquidated damages are in addition to the right of the City to suspend work as described in Section 7-6. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such incidents occur.

Additional liquidated damages shall be assessed in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per incident that the Contractor fails to install the Best Management Practices (BMP's) within twenty-four (24) hours of notification as described in Section 7-8.6.5 of the Special Provisions. These liquidated damages are in addition to the right of the City to suspend work as described in Section 7-6. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such incidents occur.

Additional liquidated damages shall be assessed in the amount of *\*\*\*[ This LD applies to projects using CM2 or CM3, replacing existing sidewalk, driveway, or driveway approaches, constructing new or replacing existing wheelchair ramps and the adjacent curb and gutter, or where asphalt slots are created. Delete otherwise. Be sure the same amount is used in Proposal Page 1 and in the Sample Agreement]\*\*\** \$\_\_\_\_\_ per incident that the Contractor fails to pave the roadway after the commencement of Cold Milling (Types CM2 and CM3) work; fails to pour concrete after the commencement of excavation work for all new sidewalks, driveways, driveway match-ups, wheelchair ramps, and/or curb and gutter; or fails to complete the asphalt repair for the open slots within the allotted time requirements as described in associated sections within Part 3 of these Special Provisions.

Additional liquidated damages shall be assessed in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per working day that the Contractor fails to commence construction as described in Section 2-1.10 of these Special Provisions.

## **ARTICLE 5 – CLAIMS AND DISPUTES**

**5.1 Notice of Claims.** Contractor acknowledges and agrees that its failure to submit any claim arising under this Contract in accordance with the Special Provisions, shall constitute a waiver of Contractor's right to additional compensation and/or extension of time.

**5.2 Government Code Claims Procedures.** Contractor further acknowledges that notwithstanding Contractor's compliance with the claims procedures set forth in the Special Provisions, Contractor must also comply with the claims procedures set forth in Government Code sections 900 *et seq.* prior to filing a lawsuit against the City for any such claim. Failure to submit a Government Code claim or comply with the claims provision contained in the Special Provisions shall bar Contractor from bringing and maintaining a valid lawsuit against the City.

## **ARTICLE 6 – LOCAL BUSINESS LICENSE, TAXES AND FEES**

**6.1 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.

6.2 **Offsets.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Contract. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

## **ARTICLE 7 – BONDS**

7.1 **Performance and Payment Bonds.** Prior to City's execution of this Agreement, 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. Contractor, by execution of this Agreement acknowledges that the bonds are not Contract Documents, but are separate obligations.

## **ARTICLE 8 – WORKERS' COMPENSATION INSURANCE**

8.1 **Workers' Compensation Insurance Certificate.** 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 comply with Labor Code Section 1861 by signing and filing the workers' compensation certification attached hereto as Exhibit "A" and incorporated herein by reference.

8.2 **Evidence of Coverage.** Prior to the City's execution of this agreement, Contractor shall file with the 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.

8.3 **Carrier Rating.** Contractor's workers' compensation insurance carrier shall be authorized to transact 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.

8.4 **Subcontractor Worker's Compensation Insurance.** Contractor shall require each of its Subcontractors to obtain and maintain for the duration of this Agreement, complete workers' compensation insurance, meeting or exceeding the coverage's and amounts that California law requires.

## **ARTICLE 9 – CONTRACTOR'S LIABILITY INSURANCE**

9.1 **Minimum Scope.** Prior to City's execution of this Agreement and Contractor's commencement of Work, Contractor shall secure, submit proof of and shall thereafter maintain without interruption, until completion of the Contract, such commercial general and automobile liability insurance as shall protect Contractor, its Subcontractors and the Additional Insured's from any and all claims for damages for personal injury, including accidental death, as well as any and all claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of Contractor, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

9.2 **Carrier Ratings.** All liability insurance shall be issued by an insurance company or companies authorized to transact liability 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.

9.3 **Minimum Limits.** Contractor shall maintain minimum limits of insurance as follows:

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

9.3.2 Automobile Liability Insurance: Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor-owned vehicles and hired vehicles.

9.4 **Notice of Cancellation and Renewals.** 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 (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to City). Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to

the policy or policies to be cancelled or altered. Contractor shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

**9.5 All Coverage's.** The insurance policy or policies shall also comply with the following provisions:

- a. Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
- b. The policy shall be endorsed to waive any right of subrogation against the City and its subconsultants, employees, officers, agents and directors for work performed under this Agreement.
- c. If policies are written on a claims made basis, the certificate should so specify and the policy must continue in force for **five (5) years** after completion of the Project. The retroactive date of the coverage must also be listed.
- d. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City of Riverside. Contractor shall provide Form No. CG 20010413 to City.
- e. All policies of insurance shall name the City as an Additional Insured and shall contain the following language: "Solely with respect to work done by and on behalf of the name insured for the City of Riverside, it is agreed that the City of Riverside, and its officers and employees are added as additional insureds under this policy."

**9.6 Certificates of Insurance, Additional Insured Endorsements and Deductibles.** Prior to execution of the Agreement, and thereafter upon City's request, Contractor shall furnish City with original certificates of insurance and additional insured endorsements setting forth evidence of all insurance coverage required by this Article. Each certificate and endorsement is to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Riverside, its City Council and all of its respective officials, officers, directors, employees, managers, commission members, representatives, agents and council members shall be named as additional insured's under each policy.

**9.7 Contractor's Failure to Provide Required Insurance.** Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Contract until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its discretion and sole option: (a) procure insurance with collection rights for premiums, attorneys' fees and costs against Contractor by way of set-off or recoupment from sums due Contractor; (b) immediately terminate or suspend Contractor's performance of the Contract; (c) pay Contractor's premiums for renewal of Contractor's coverage; or (d) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorneys' fees and costs, being collectible from

Contractor, by way of set-off or recoupment from any sums due Contractor. Upon demand, Contractor shall repay City for all sums that City paid to obtain, renew, reinstate or replace the insurance, or City may offset the cost against any monies that the City may owe Contractor.

9.8 **Verification of Coverage.** City shall have the right to obtain complete and certified copies of Contractor's and Subcontractors' insurance policies (including, but not limited to, the declarations page, form list and riders), endorsements or certificates required under the Contractor Documents, upon request (including, but not limited to, the declarations page, form list and riders).

9.9 **Reassessment of Insurance Requirements.** At any time during the duration of this Contract, the City may require that Contractor obtain, pay for, and maintain more or less insurance depending on the City's assessment of any one or more of the following factors: (1) the City's risk of liability or exposure arising out of, or in any way connected with, Contractor's services under this Contract; (2) the nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, Contractor's services under this Contract; or (3) the availability, or affordability, or both, of increased liability insurance coverage.

9.10 **Contractor's Insurance for Other Losses.** The Contractor and its Subcontractors of every tier shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's (or Subcontractors') employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or Subcontractors as well as to any temporary structures, scaffolding and protective fences.

9.11 **No Limitation.** Contractor's maintenance of insurance as required by the Contract Documents shall not be construed to limit the liability of the Contractor or its Subcontractors of any tier to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

9.12 **Subcontractors' Insurance.** The Contractor shall include in all subcontracts a requirement that the Subcontractors of every tier shall obtain and maintain, at a minimum, all insurance required by Articles 9 and 10 of this Agreement except that the limits of liability and deductibles shall be in amounts determined by the Contractor, based on the degree of hazardous exposure according to the Work performed by each Subcontractor and the size of each subcontract.

Contractor shall ensure that any professional engineer retained on its behalf to provide supplemental plans and engineering calculations required in conjunction with the Work, maintains professional liability insurance during the entire term of this Agreement. Such insurance shall be in the minimum amount of \$1,000,000 to protect City from claims resulting from the engineer(s) activities. This minimum amount of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations set forth herein.

The City reserves the right to request certificates of insurance from the Contractor for each Subcontractor. The Contractor acknowledges that regardless of insurance obtained by its Subcontractors, the Contractor will be responsible to the City for any and all acts of its Subcontractors.

## **ARTICLE 10 - INDEMNITY/DUTY TO DEFEND**

**10.1 Indemnity.** Except as to the sole negligence, active negligence or willful misconduct of the City, Contractor assumes liability for and agrees, at Contractor's sole cost and expense, to promptly and fully indemnify and hold the City, its City Council, and all of its respective officials, officers, directors, employees, managers, commission members, representatives, agents, council members, ("Indemnitees"), harmless from and against any and all loss, damage, claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceedings, causes of action, demands, costs, judgments, liens, stop notices, penalties, damages, losses, anticipated losses of revenue, expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), costs, including attorneys' fees, or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from or is in any way (either directly or indirectly) related to, or is in any manner connected with, the performance of Work, the Project, activities, operations or duties of Contractor, or anyone employed by or working under Contractor, and from all claims by anyone employed by or working under Contractor for services rendered to Contractor in the performance of this Agreement ("Indemnity Claims"), notwithstanding that the 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 or of anyone employed by or working under Contractor.

The parties expressly agree that any payment, attorneys' fees, costs or expense that the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation 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.

**10.2 Duty to Defend.** Contractor agrees, at its sole cost and expense, to promptly defend the Indemnitees from all Indemnity Claims. The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitees shall be at Contractor's sole expense, and not be excused because of Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively or concurrently negligent, or which otherwise assert that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. Contractor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City.

**10.3 Subcontractor Requirements.** In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to

obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Article.

**10.4 No Limitation or Waiver of Rights.** Contractor's obligations under this Article are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Article are separate and independent from the insurance provisions set forth in the Agreement and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

**10.5 Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

**10.6 Survival of Indemnity Obligations.** Contractor's obligations under this Article are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

**10.7 Independent Contractor.** Contractor shall at all times during its performance of the Work retain its status as an 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 Contractor or its employees and agents.

## **ARTICLE 11 – PREVAILING WAGES**

**11.1 Public Work Project.** This Project 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/dlstr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlstr/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), Contactor 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.

11.2 **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>.

## ARTICLE 12 – MISCELLANEOUS

12.1 **Non-Discrimination.** Except as provided in Section 12940 of the California Government Code, during Contractor's performance of the 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, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment. Contractor shall also comply with the requirements of the Americans with Disabilities Act in the performance of the Agreement.

12.2 **Notice.** Whenever any provision of the Contract Documents requires the giving of written notice, including notices, bills, invoices or other documents required or permitted under this Agreement, service shall be sufficient if sent by one party to the other by overnight courier, or by registered, certified or United States first class mail, postage prepaid and addressed as follows:

City

City of Riverside  
\_\_\_\_\_  
Director  
3900 Main Street  
Riverside, CA 92522

Contractor

Name of Company  
Contact  
Address  
City, State, ZIP

### 12.3 **City's Right to Access and Audit Contractor's Project Documents.**

A. If the Contractor submits a claim to the City for additional compensation, the City shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the Contractor's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the Contractor's plant, or such parts thereof, as may be or have been engaged in the performance of the Work. The Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the City deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the City for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the City.

B. The City and/or its authorized auditors or representatives, shall have access to and the right to examine, audit, excerpt, transcribe, and reproduce any of the Contractor's records for a period of at least three (3) years after termination of the Contract and/or Final Payment. Such records include without limitation, journals, ledgers, records of accounts payable and receivable, profit and loss statements, bank statements, invoices, receipts, subcontracts, agreements, notes, correspondence, memoranda, and any documents generated and received in Contractor's performance of this Contract. Upon written notice by the City, Contractor shall promptly make all such records available to Owner and/or its authorized auditors or representatives and cooperate with the Owner and its authorized auditors or representatives in examining, auditing, excerpting, transcribing and reproducing the records.

12.4 **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 shall be tried in the Superior Court in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

12.5 **No Estoppel or Waiver by City.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing. The waiver by the City of any breach or violation of any term, covenant or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent payment of any monies or fee by the City which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by Contractor or any term, covenant, condition of this Agreement or of any applicable law or ordinance.

12.6 **Signature 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.

12.7 **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement 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.

[Signatures on following page.]

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

CITY OF RIVERSIDE, a California and municipal corporation

INSERT NAME OF CONTRACTOR, a California corporation

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
[Printed Name and Title]

Certified as to Availability of Funds:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
[Printed Name and Title]

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Deputy City Attorney

**Exhibit "A"**

**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

(Appropriate Certificate to be attached to Agreement for Construction)  
CERTIFICATE  
(if Corporation)

STATE OF            )  
                          )  
COUNTY OF        )        SS:

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)

(Appropriate Certificate to be attached to Agreement for Construction)  
CERTIFICATE  
(if Joint Venture)

STATE OF            )  
                          )  
COUNTY OF        )        SS:

I, HEREBY, CERTIFY that during a meeting of the Principals of the \_\_\_\_\_, a joint venture existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

“RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ of the Joint Venture, be and is hereby authorized to execute the Agreement for \_\_\_\_\_ between the City of Riverside and this joint venture and that his execution thereof shall be the official act and deed of this Joint Venture.”

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Managing Partner

(Appropriate Certificate to be attached to Agreement for Construction)  
CERTIFICATE  
(if Partnership)

STATE OF            )  
                          )        SS:  
COUNTY OF        )

I, HEREBY, CERTIFY that during a meeting of the Partners of the \_\_\_\_\_, a Partnership existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

“RESOLVED,            that            \_\_\_\_\_,            as  
\_\_\_\_\_ of the Partnership, be and is hereby  
authorized            to            execute            the            Agreement            for  
\_\_\_\_\_ between the City of  
Riverside and this partnership and that his execution thereof shall be the official  
act and deed of this Partnership.”

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Partner

