

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

This Master Agreement for Construction, Maintenance, Repair And Rehabilitation Services At The Riverside Regional Water Quality Control Plant, For City-Wide Sewer/Storm Drain Collection System and the Tequesquite Landfill (“Agreement” or “Master Agreement”), is made and entered into this ____ day of _____, 2018, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and TRAUTWEIN CONSTRUCTION, INC., a California corporation, 12223 Highland Avenue, Suite 106-546, Rancho Cucamonga, CA 91739; State Contractor’s License No. 773764 (“Contractor”) in accordance with the following facts.

RECITALS

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

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

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

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

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

AGREEMENT

1. Contractor’s Duties.

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

System dated June 14, 2018, (“RFQ No. 1740”) and the Scope of Work attached hereto as Exhibit “A” and incorporated herein by reference.

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

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

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

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

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

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

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

1.6 Contract Documents. Contract Documents for each Contract awarded to Contractor shall consist of the following: Notice Inviting RFQ Proposals; RFQ No. 1740; Contractor’s Proposal (including any documentation accompanying the Proposal and any post-RFQ Proposal documentation submitted prior to City’s execution of the Master Agreement); Supplemental Agreements (if any); this Master Agreement; All Modifications issued after the Notice of Bid Award; Change Orders; the Notice of Bid Award; Contractor’s Bid Proposal (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Bid Award); RFB Addenda; RFB, including all attached plans and specifications; City’s Special Provisions for providing construction, maintenance, repair, and rehabilitation at the Riverside Regional Water Quality Control Plant (RWQCP), for the City-wide Sewer/Storm Drain Collection System and the Tequesquite Landfill on an as-needed or

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

2. **Work.**

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

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

4. **Termination Date.** This Agreement shall terminate on the later of December 31, 2021 and the required completion date of an Assigned Project, provided that such project was assigned prior to December 31, 2021, unless earlier terminated as provided herein.

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

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

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

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

7. **Interpretation.**

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

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

8. **Payment.**

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

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

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

8.2.2 Contractor has examined the requirements of the Work specifications;

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **Work Deadline.**

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

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

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

14. **Performance and Payment Bonds.**

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

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

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

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

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

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

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

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

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

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

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

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

17. **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.

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

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

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

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

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

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

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

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

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

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

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

<u>City</u>	<u>Contractor</u>
City of Riverside Public Works Department Attn: Public Works Director 3900 Main Street Riverside, CA 92522	Trautwein Construction, Inc. Attn: Mark Trautwein, President/Secretary 12223 Highland Avenue, Suite 106-546 Rancho Cucamonga, CA 91739

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

26. **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.

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

[Signatures on following page.]

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

CITY OF RIVERSIDE, a California charter city and municipal corporation

TRAUTWEIN CONSTRUCTION, INC. a California corporation

By: _____
City Manager

By: *Mark Trautwein*

Typed Name: MARK TRAUTWEIN

Attest:

Title: PRESIDENT

By: _____
City Clerk

By: *Mark Trautwein*

Typed Name: MARK TRAUTWEIN

Certified as to Availability of Funds

Title: SECRETARY

By: *Marie Rin*
Asst. Chief Financial Officer

Approved as to form:

By: *Ruthann M. Salera*
Deputy City Attorney
Ruthann M. Salera

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: 9/26/2018

TRAUTWEIN CONSTRUCTION, INC.

By Mark Trautwein

MARK TRAUTWEIN, PRESIDENT
Printed Name and Title

CERTIFICATE

STATE OF)
) SS:
COUNTY OF)

I, HEREBY, CERTIFY that during a meeting of the Board of Directors of the TRAUTWEIN CONST INC, a corporation existing under the laws of the State of CALIFORNIA, held on 9/25, 2018, the following resolution was duly passed and adopted:

“RESOLVED, that MARK TRAUTWEIN, as PRESIDENT of the Corporation, be and is hereby authorized to execute the Agreement for TRAUTWEIN CONST INC. 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 26, day of SEPTEMBER, 2018.


Secretary

(SEAL)

EXHIBIT "A"

SCOPE OF WORK

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

The Work shall include the new construction, installation, maintenance, closed-circuit television (CCTV) inspection, repair, rehabilitation, modification, cleaning, debris/root removal, CIPP lining and/or extension of Sewer Mains, Potable, and Reclaimed Water Pipelines; Hazardous Waste Spill Response & Confined Space Rescue; Sewer Lift Stations equipment maintenance, repair, replacement, and modification; controls, and communications (SCADA) equipment maintenance, repair, replacement, and modification; security fencing/landscape work and miscellaneous work for RWQCP and the Tequesquite Landfill. The work will also include on-call construction services to provide closed-circuit television (CCTV) inspection, repair, rehabilitate, install, remove debris/roots, and install CIPP liner of the City-wide Sewer/Storm Drain Pipelines and Appurtenances.

EXHIBIT "B"
SAMPLE SUPPLEMENTAL AGREEMENT

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

Contractor: _____

Project Name: _____

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

Dated this _____ day of _____.

CITY OF RIVERSIDE, a California charter city and municipal corporation

CONTRACTOR

By: _____
City Manager

By: _____

Typed Name:

Attest: _____
City Clerk

Title:

Certified as to Availability of Funds

By: _____

y: _____
Chief Financial Officer

Typed Name:

Title:

Approved as to form:

By: _____
Deputy City Attorney

EXHIBIT "C"
SAMPLE PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No.
Premium:

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on _____, 20____, the CITY OF RIVERSIDE ("CITY") awarded to JIMNI SYSTEMS, INC., a California corporation, 11161 Jeffrey Road, Irvine, CA 92602; State Contractor's License No. 591989 ("PRINCIPAL") a contract for performance of the work described as Construction Services, Maintenance, Repair and Rehabilitation Services at the Riverside Regional Water Quality Control Plant (RWQCP), for City-Wide Sewer/Storm Drain System and the Tequesquite Landfill; **Bid No.** _____; ("CONTRACT"), the terms and conditions of which are incorporated herein by reference; and

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

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

NOW, THEREFORE, we PRINCIPAL and SURETY hereby hold and firmly bind ourselves to pay to CITY in lawful United States currency the principal sum of _____ **Dollars (\$ _____,00)**, 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.

IN WITNESS WHEREOF, we sign and seal this BOND on _____, 20____.

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

JIMNI SYSTEMS, INC.:
Principal

By: _____ (Seal)

Typed Name and Title

Surety

(Seal)

Attorney-In-Fact

Typed Name and Title

Telephone No. _____

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

PAYMENT BOND

Bond No.
Premium:

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on _____, 20____, the CITY OF RIVERSIDE ("CITY") awarded to JIMNI SYSTEMS, INC., a California corporation, 11161 Jeffrey Road, Irvine, CA 92602; State Contractor's License No. 591989 ("PRINCIPAL") a contract for performance of the work described as Construction Services, Maintenance, Repair and Rehabilitation Services at the Riverside Regional Water Quality Control Plant (RWQCP), for City-Wide Sewer/Storm Drain System and the Tequesquite Landfill; **Bid No.** _____; ("CONTRACT"), the terms and conditions of which are incorporated herein by reference; and

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

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

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

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

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

IN WITNESS WHEREOF, we sign and seal this BOND on _____, 20____.

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

JIMNI SYSTEMS, INC.:
Principal

By: _____ (Seal)

Typed Name and Title

Surety _____ (Seal)

Attorney-In-Fact

Typed Name and Title

Telephone No. _____

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