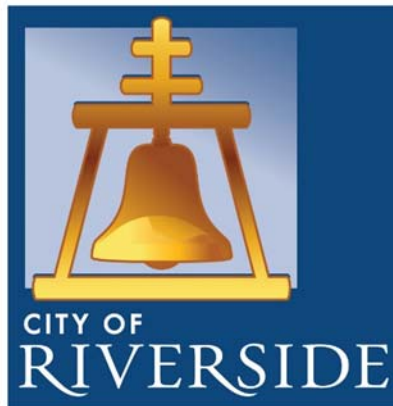


**REQUEST FOR PROPOSALS
FOR PROFESSIONAL SERVICES**

**DESIGN AND INSTALLATION OF A MULTI PRODUCT PUBLIC VEHICLE
FUELING FACILITY AT THE CITY OF RIVERSIDE CORPORATION YARD
LOCATED AT
8095 LINCOLN AVE., RIVERSIDE CA 92504**

RFP No. 1619 REVISION 1



City of Arts & Innovation

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

General Services Department
3900 Main Street
Riverside, California 92522

PROPOSAL DUE

September 12, 2018

NON-MANDATORY PRE-PROPOSAL MEETING

August 2, 2018

Request for Proposals

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1. Introduction/Purpose

The City of Riverside (“City”) is seeking a qualified entity or individual (“Company”) to provide “turn key” design and installation services to design, manufacture and construct a multiple product public accessible vehicle fueling facility at the Riverside Corporation Yard. The City anticipates selecting one firm to perform the services.

Proposals are requested from Companies that have a demonstrated ability to perform the tasks identified in this Request for Proposal (“RFP”).

2. Schedule of Events

It is the goal of the City to select and retain a Company by October 24, 2018. In preparation for that action, the following **tentative** schedule of events has been prepared:

Event	Date	Time
Non-Mandatory Pre-Proposal Meeting	8/2/2018	10:00 a.m.
Final Questions Due	8/23/2018	Before 2:00 p.m.
Responses to Questions Released	8/30/2018	N/A
Proposals Due	9/12/2018	Before 2:00 p.m.
<i>Tentative</i> Interview Date	10/3/2018	TBD

The City reserves the right to amend, withdraw and cancel this RFP. 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 proposal that the City finds ambiguous.

3. Background

The City of Riverside Fleet Maintenance Division operates the City’s current vehicle fueling facility located at 8095 Lincoln Ave., Riverside, CA 92504. Current and future City fleet sizes in addition to increasing public CNG sales has necessitated the need for expansion.

4. Prerequisites

Proposals will only be considered from Companies that meet the following prerequisites:

- Have at least five (5) years’ of experience, within the past ten (10) years under a legally registered business name, in providing services of a similar type and scope as described in the Scope of Services (“Services”) (Exhibit “A”). Have not filed for bankruptcy under any business name over the past five (5) years.
- Have registered as a “Prospective Bidder” on the City’s electronic Current Prospective Bidder list. Companies can register at: [PlanetBids Vendor Portal](#)

- Once registered, Companies must subscribe to this RFP under their name in order to appear on the Bidder's List as a "Prospective Bidder." Companies that fail to specifically subscribe to this RFP will not appear on the Bidders' List and will be unable to participate or be considered for this RFP.
- All prospective Companies are **strongly encouraged** to attend the non-mandatory pre-proposal meeting on August 2, 2018 at 10:00 a.m. at the City of Riverside Corporation yard, 8095 Lincoln Ave., Riverside. The pre-proposal meeting will begin at the security guard building at the entrance to the City Corporation Yard. **Although attendance is non-mandatory, attendance is essential to understanding the complete scope of the RFP.**
- Company and/or its key personnel, shall hold an appropriate license for the Company's discipline and the Services on the date the Proposal is submitted. Company shall hold a valid "A" or "B" California State Contractor's License.
- 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 (awarded on or after April 1, 2015) 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>.
- Contractor is aware of and stipulates that Contractor will also comply with the following sections of the California Labor Code:
 - a) Sections 1771, 1774, and 1775 prescribing prevailing wage rate requirements and 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 and 1815 prescribing sanctions for violations of the provisions concerning eight-hour work days and forty-hour work weeks.
 - 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 can be found on the DIR's website: <http://www.dir.ca.gov/OPRL/PWD/index.htm>. The Contractor and all subcontractors shall pay not less than these rates. The Contractor shall submit certified payroll records electronically to the DIR.
 - 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 construction 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 working days beyond that stipulated.

5. Scope of Services

The project goal is to design and install a turn-key **multiple fuel vehicle fueling facility located at the Riverside Corporation Yard at 8095 Lincoln Ave., Riverside.** The system must meet and comply with all applicable codes and/or standards, **including but not limited to 2016 California Fire Code, NFPA, (All National Fire Protection Association codes), 2015 International Fire Code and all other applicable state and local building codes.** **If any applicable codes have been replaced by more current codes, the most current shall be complied with.** **In addition, all dispensing equipment must be Weights and Measures approved, after installation, by the County of Riverside and any other required entity to make them compliant to dispense fuel to the public.**

This is a “Turn Key” project. All design, plan checking, permitting, testing, demolition, construction, inspections, compliance paperwork and all other tasks needed to complete a “turn key” project shall be included.

It is the sole responsibility of approved design build entity to furnish the City with an approved set of drawings, which will include but is not limited to, site plans, equipment layout/locations, modifications to existing conditions, placement of equipment in relation to existing facilities and equipment. The approved design build entity will supply all of the drawings and documentation necessary to apply for and obtain any and all required permits. (*It is the sole responsibility of the approved design build entity to supply all calculations and drawings pertinent to the accomplishment of the “work” involved with this project. If required, this shall include “wet-stamped” calculations and plans produced, designed or drawn by a currently licensed California engineer qualified to design emergency generator back-up systems.) The selected Design-Build Entity shall also obtain the required permits from other City Departments and other agencies as may be required by law as part of the project scope (City shall cover expenses for City issued permits – exclude this cost from your cost proposal).

6. General Terms and Conditions

The successful company will be required to execute a Design Build (“Agreement”). A sample is attached as Exhibit “B”. The successful company must meet all insurance requirements in the Design Build Agreement. All terms and conditions of the Agreement are non-negotiable. Companies must possess valid City of Riverside Business License throughout the term on the contract. Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If any of the successful Companies refuse or fail to execute the Agreement, the City may award the Agreement to the next most qualified Company.

7. Inquiries

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

If a Company fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to the Company, or an error that reasonably should have been known to the Company, the Company shall submit its Proposal at its own risk, and if the Company is awarded a Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

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

The Final day for receipt of questions from the Proposer shall be on or before Thursday, August 23 before 2:00 p.m.

To ensure fairness and avoid misunderstandings, **all communications must be in written format** and submitted **only** in the format set forth above. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on the City's website. **Any communications, whether written or verbal, with any City Councilmember or City staff other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration.**

8. Completion of Proposal

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

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

The Company, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a “no response” is appropriate.

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

9. Delivery/Submission of Proposals

Proposal Due Date/Time: September 12, 2018 BEFORE 2:00pm

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

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

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

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

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

10. Alternative Proposals

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

11. Proposal Format and Content

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

Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

- Cover Letter
- Statement of Understanding and Approach
- Company Information
- Company Personnel
- Experience and References
- Evidence of Insurance
- Pricing
- Proposal Pages (forms enclosed, to be submitted as part of proposal)

a. Cover Letter

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter shall include a brief summary of Company's qualifications and Company's willingness to enter into a contract under the terms and conditions prescribed by this RFP and in the Sample Agreement. The letter must identify a single person for contact during the RFP review process.

b. Statement of Understanding and Approach

This section must demonstrate an understanding of the Services. It should describe the general approach, organization and staffing required for the Services requested. If necessary, preliminary investigations, due diligence, and research shall be discussed in this section. Proposers shall provide a tentative schedule including start and completion dates.

c. Company Information

This section shall include contact person information, address and telephone number of the company main office and branch offices. Each Company shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Any supplemental information that Company believes may be pertinent to the selection process may be provided.

The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five (5) years. If the Services require a license or certification, the Proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years.

d. Company Personnel

This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Company's professional team (managers, contact person, etc.) should be identified by name and title and should include contact phone numbers. Include also major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor.

e. Experience and References

Company shall provide at least five (5) references, within the past ten (10) years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses, and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided.

The Proposal must demonstrate that the Company, or its key personnel, has at least five (5) years' of experience, within the past ten (10) years with a legally registered business name, that provides services of a similar type and scope as described in the Scope of Services (Exhibit "A"). A Company shall not have filed for bankruptcy under any business name over the past five (5) years.

The Company must include the Contractor's Proposal Letter, Qualifications Questionnaire Subcontractor Information Sheet, Proposer Declaration, Contract Work Guarantee, Customer Service Standards Acknowledgement, and Proposal Form in their written proposal as listed in Exhibit "C".

f. Evidence of Insurance

In addition, the Company shall provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement (Exhibit B).

g. Pricing

All proposals submitted shall have a stated dollar bid amount for providing services outlined in the Services. All proposals shall include a breakdown of the costs. Proposals shall include a breakdown, including labor of the proposed fees including the following:

1. Design Services
2. Demolition
3. General Construction
4. Concrete
5. Asphalt paving
6. Electrical
7. Plumbing/Pipefitting
8. Fuel Management Equipment
9. E-85 Gasoline Equipment
10. CNG Equipment
11. Unleaded Gasoline Equipment
12. Permitting and Certification costs
13. Additional 4 year warranty
14. Allowance
15. Overhead
16. Profit

h. Proposal 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.

i. Proposal Pages

Prior to the proposal submission deadline, bidders must upload via the City's bidding website all proposal pages to be included as part of the proposal. Use Exhibit "C".

12. Examination of RFP and Sites of Work

The Company shall carefully examine the RFP and all sites, if applicable, of the work contemplated. The submission of a Proposal shall be conclusive evidence that the Company 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, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract Documents.

By submitting a Proposal, the Company hereby certifies that it has: examined the local conditions, read each and every clause of this RFP, included all costs necessary to complete the specified work in its proposed prices, and agrees that if it is awarded the Contract it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by it, the Company agrees to assume all risks incident thereto.

13. Addenda

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged by signing each addendum, **which will be made part of and included in the proposal**. Addenda notifications will be provided to those subscribed to the Electronic Bidder's List via email.

14. Withdrawal of Proposal

All proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted herein. Submitted Proposals may be withdrawn at any time prior to the submission deadline.

15. Public Records

All Proposals submitted in response to this RFP become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records, and as such may be subject to public review at least 10 days before selection.

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

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

16. Evaluation of Proposals

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

All Proposals shall be reviewed to verify that the Company has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as non-responsive.

Consultants will be evaluated on the basis of the following criteria:

- a. Qualifications (35%)
- b. Pricing (25%) (Normalized)
- c. Experience (Projects of similar size and scope) (20%)
- d. Professional References (10%)
- e. Approach and Methodology (10%)

If needed, interviews will be tentatively scheduled at the City of Riverside Corporation Yard. The interviews will generally be an open format, and will be open to 2 representatives from each company.

The selected Company shall then enter into exclusive negotiations with the City to formalize the Scope of Service and Compensation. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until a City and the Company reach agreement.

The City intends to select the Company that offers the best value to the City based on the criteria outlined above.

17. Rejection of Proposals

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

18. Protest Procedures

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

19. Contract Term

The initial term of the Agreement shall be for One and one half (1-1/2) years from the date issued with the option to extend for Two (2) additional Six (6)-month terms not to exceed Two and one half (2-1/2) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement.

Pricing is to remain firm for the total contract term.

20. Contract Documents

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

- Agreement
- City of Riverside's Request For Proposals
- Company's Response to the Request For Proposals

21. Execution of Agreement

After contract award, the following shall be signed and returned to the City within fourteen (14) calendar days from the date the City mails, or by other means delivers said documents to the Company:

- One (1) original of the Agreement in the form included herein, properly executed by the Company.
- Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified in the sample agreement.
- Confirmation of current business tax certificate.
- **Contract Bonds** (Forms enclosed. Included in Exhibit "B").

- 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 A or higher and a Financial Class 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.

In any event that day fourteen (14) of calendar days falls on Saturday, Sunday, a legal holiday for the State of California, or on days when the City is closed, the Contract Documents shall be delivered by the following working day.

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

22. Failure to Execute the Agreement

Failure to execute the Agreement and furnish the required insurance and business tax certificate, within the required time period shall be just cause for the rescission of the award. If bonds are also required, failure to furnish sufficient bonds shall cause rescission of the award. If the successful Company refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Company.

23. Cancellation

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

EXHIBIT A

Scope of Services

**DESIGN AND INSTALLATION OF A MULTI PRODUCT PUBLIC VEHICLE
FUELING FACILITY AT THE CITY OF RIVERSIDE CORPORATION YARD
LOCATED AT
8095 LINCOLN AVE., RIVERSIDE CA 92504**

RFP No. 1619 REVISION 1

SCOPE OF SERVICES

The project goal is to design and install a turn-key **multiple fuel vehicle fueling facility located at the Riverside Corporation Yard at 8095 Lincoln Ave., Riverside.** The system must meet and comply with all applicable codes and/or standards, **including but not limited to 2016 California Fire Code, NFPA, (All National Fire Protection Association codes), 2015 International Fire Code and all other applicable state and local building codes.** If any applicable codes have been replaced by more current codes, the most current shall be complied with. In addition, all dispensing equipment must be **Weights and Measures approved, after installation, by the County of Riverside and any other entity to make them compliant to dispense fuel to the public.**

This is a “Turn Key” project. All design, plan checking, permitting, testing, demolition, construction, inspections, compliance paperwork and all other tasks needed to complete a “turn key” project shall be included.

It is the sole responsibility of approved design build entity to furnish the City with an approved set of drawings, which will include but is not limited to, site plans, equipment layout/locations, modifications to existing conditions, placement of equipment in relation to existing facilities and equipment. The approved design build entity will supply all of the drawings and documentation necessary to apply for and obtain any and all required permits. (*It is the sole responsibility of the approved design build entity to supply all calculations and drawings pertinent to the accomplishment of the “work” involved with this project. If required, this shall include “wet-stamped” calculations and plans produced, designed or drawn by a currently licensed California engineer qualified to design emergency generator back-up systems.)

It is the sole responsibility of the approved design build entity to comply with the following:

- Complete all design work. Purchase and install all equipment including all plan check, submittals, permitting, earthwork, demolition, patching, testing, training any other work required to produce a “turn key” project.
- It is preferred that the selected Design Build Entity have had completed 3 similar projects of size and type within the last 10 years. It is preferred that 1 of these projects be for a public entity.
- Products and materials to be provided are to be from manufacturers and producers regularly engaged fulltime in the manufacture or production of this and similar items, with a history of successful manufacture acceptable to the City.
- Full material and equipment submittals will be required on the following:

- Fuel Management Unit, (Card Reader)
 - E-85 gasoline dispenser
 - CNG, (Compressed Natural Gas) dispenser
 - Unleaded gasoline dispensers
 - CNG fueling nozzles
 - Stainless Steel tubing
 - Stainless Steel fittings
 - Stainless Steel piping
 - Stainless Steel weld fittings
- The fueling facility is to be designed by the Design Build Entity and approved by the City. The facility shall consist of 1 Fuel Management Unit, (Card Reader), 1 E-85 gasoline dispenser, 1 CNG, (Compressed Natural Gas) dispenser and 2 unleaded gasoline dispensers.
 - The Fuel Management Unit shall be Fuelmaster model # FMU 3500. Unit to have wired network connectivity, “AIM2.4” capability, FOB key reader, Abierto Smartlink IPG-7000, and receipt printer, no substitutes.
 - The E-85 gasoline dispenser shall be Wayne model # 3/G7242D/2GHJ/JK (or Wayne equivalent for E-85) equipped with 2 hose(s).
 - The CNG dispenser shall be TGT (Tulsa Gas Technologies) model # 7203-8CNG50W and be equipped with 2 hoses and coalescing filters on all 3 banks. The fueling nozzles shall be OPW Pistol Grip Series Self Service CNG nozzle NGV1 Type 1, (PG 41P36).
 - The Unleaded gasoline dispensers shall be Wayne model # 3/G7242D/2GHJ/JK equipped with 2 hose(s).
 - Upon project completion, all dispensers shall be Weights and Measures approved and certified. Applicable certification, testing, and related fees to be included.
 - The facility shall be designed considering a future overhead canopy. Areas shall remain free from obstructions that could interfere with canopy footings.
 - The facility shall be designed with the information that the current sand bag area will be re-located by the City.
 - The facility shall be designed to include the removal of up to 4 large palm trees and up to 200 lineal feet of streetside landscape areas to provide adequate access to the facility.
 - The facility shall be designed to include air and water dispensers at a minimum of 1 location within the facility.
 - The facility shall be designed to include approximately 300 lineal feet of commercial grade 8 foot chain link fence including 1 24 foot double gate.
 - The facility shall be designed to include future cameras. Provide a minimum of (3) 2 inch spare conduits from the existing data cabinet to the new fuel island.
 - The design build entity will be responsible for applying for, paying for and obtaining all permits with the exception that the City will be responsible for the payment of all fees for City permitting.
 - Upon completion the entire facility shall be tested and demonstrated to the satisfaction of City staff. The entire facility must function in its entirety, without any malfunctions through the entire demonstration. If the facility malfunctions at any time during the demonstration, the entire demonstration shall be repeated. If the facility malfunctions up

to 3 times, the demonstration will be deemed unacceptable and will be re-scheduled after the contractor has corrected the problem(s).

- A complete training course shall be provided to City staff upon system completion. 3 sets of complete operating instructions and manuals, (hard copy) and 1 copy on (2) 128GB thumb drives, for all system components and the system as a whole shall be provided upon completion
- The complete system shall have a 1 year full warranty, parts and labor. As an alternate, provide cost for an additional 4 year full warranty, (total 5 year warranty).
- **Included within the proposal is a \$50,000 allowance for specialty items within the project. The allowance shall be shown as a separate line item on the contractor's schedule of values. Although the agreement and the purchase order will be issued including the allowance amount, by accepting this project the contractor understands and accepts that these funds are not considered to be part of the total project cost and cannot be invoiced against unless they were utilized for the cost of specialty items within the allowance that were approved through the City's change order process. Any remaining balance upon completion of the project will not be invoiced against, deducted from the purchase order amount, and will be retained by the city.**

EXHIBIT B

Sample Design Build Service Agreement

**DESIGN-BUILD AGREEMENT
FOR
[**Insert Name of PROJECT**]**

[Insert RFP No. _____**]**

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 **[**Insert Name of DESIGN BUILD ENTITY**]**, **[**Insert business entity type, for example: a California corporation, a limited partnership, a limited liability company, etc.**]**, **[**Insert mailing address**]**, State Contractor’s License No. **[**Insert Number**]**, (“Design-Build Entity”). Hereinafter, the City and the Design-Build Entity may be referred to collectively as the “Parties.”

ARTICLE 1 – SCOPE OF WORK AND DESIGN SERVICES

1.1 Scope of Work. Design-Build Entity shall furnish all engineering design, labor, equipment and materials for, and perform the work of **[**Insert Name of Project**]** located at **[**Insert Address of Project**]**, Riverside, CA, **[**Insert ZIP Code**]**, which is covered in Design-Build Entity’s Proposal (the “Work”).

1.2 Contract Documents. Design-Build Entity shall perform the Work in accordance with the provisions and requirements of the following Contract Documents:

- (1) Request for Proposals No. **[**Insert RFP Number**]**;
- (2) Addenda with later Addenda having priority over earlier Addenda issued as follows:
Addendum No. _____, issued, _____, 20____;
- (3) Design-Build Entity’s Proposal dated _____, 20____;
- (4) This Agreement, as signed by the Parties, including Exhibit “A” – Workers’ Compensation Certification, and all documents, maps, texts and items referred to in the foregoing documents.
- (5) Change Orders and other modifications issued after execution of this Agreement;
- (6) 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;
- (7) The 2012 Edition of the Standard Specifications for Public Works Construction (“Standard Specifications”) written by Public Works Standards, Inc., and any special provisions;

The provisions of the Special Provisions (“Special Provisions”) shall take precedence over any conflicting provisions in the Standard Specifications and the specific terms and conditions of this Agreement shall control and have precedence over any contradictory or inconsistent terms or conditions included in any of the Contract Documents and shall be controlling in questions of interpretation.

These Contract Documents are incorporated herein and are intended to be correlative and constitute Design-Build Entity’s performance obligations.

1.3. **Project Design.** City does not intend to contract for, pay for, or receive any design services which are in violation of any professional licensing laws, and by execution of this Agreement, Design-Build Entity acknowledges that City has no such intent. It is the intent of the Parties that Design-Build Entity is fully responsible for furnishing the design of the Project, although the fully licensed Design Consultant will perform the design services required by the Contract Documents. Nothing in this article shall create a contractual relationship between such persons and the City.

1.4. **Standard of Care.** All design Services to be performed by Design-Build Entity, its design consultant, subcontractors, and their employees identified by the Design-Build Entity or other persons approved by the City shall be performed in an expeditious and professional manner using architects, engineers and other professionals properly licensed and duly qualified in the jurisdiction in which the Project is located. The professional obligations of such persons shall be undertaken and performed in the interest of the Design-Build Entity. All design services performed pursuant to this Agreement shall be performed with the degree of skill and learning ordinarily possessed by architects and engineers in good standing in the community regularly engaged in the design and construction of an improvement such as this Project and must apply that knowledge with the diligence ordinarily exercised by reputable architects and engineers under similar circumstances (“Standard of Care”).

1.5 **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.

1.6 **Entire Agreement.** This Agreement together with all other Contract Documents represents the entire and integrated agreement between City and Design-Build Entity 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 Design-Build Entity the Contract Price of **[**Insert written dollar amount, for example: One Thousand Two Hundred Thirty-Four Dollars**]** **[**Insert numeric amount, for example: \$1,234.00**]** which includes all California sales or

use tax and County and City taxes, in consideration for the Design-Build Entity'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.

Design-Build Entity agrees 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 Design-Build Entity'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. Design-Build Entity 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, Design-Build Entity 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 Design-Build Entity. 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 Design-Build Entity and City.

2.2 Changes to the Contract Price. Design-Build Entity 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 Design-Build Entity the amounts City deducted and retained from Design-Build Entity'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 Design-Build Entity 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 Design-Build Entity until this Agreement, bonds and insurance documents have been executed and/or approved by the City.

3.2 Contract Time. Design-Build Entity 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 Design-Build Entity 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 Design-Build Entity 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 day in excess of the time specified for the completion of Work, Design-Build Entity shall pay to City, or have withheld from monies due the Design-Build Entity, the sum of **[**Insert written dollar amount, for example: One Thousand Two Hundred Thirty-Four Dollars**]** **[**Insert numeric amount, for example: \$1,234.00**]**. Execution of this Agreement shall constitute agreement by City and Design-Build Entity that said sum is the minimum value of the costs and actual damage caused by the failure of Design-Build Entity 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 Design-Build Entity if such delay occurs.

[INSERT ADDITIONAL LIQUIDATED DAMAGES HERE**]**

ARTICLE 5 – CLAIMS AND DISPUTES

5.1 **Notice of Claims.** Design-Build Entity 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 Design-Build Entity's right to additional compensation and/or extension of time.

5.2 **Government Code Claims Procedures.** Design-Build Entity further acknowledges that notwithstanding Design-Build Entity's compliance with the claims procedures set forth in the Special Provisions, Design-Build Entity 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 Design-Build Entity 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, Design-Build Entity 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.** Design-Build Entity 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 Design-Build Entity to City, City reserves the right to withhold and offset

said amounts from any payments, refunds or reimbursements owed by City to Design-Build Entity under the Contract. Notice of such withholding and offset shall promptly be given to Design-Build Entity 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, Design-Build Entity 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, Design-Build Entity 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. Design-Build Entity, 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, Design-Build Entity certifies that Design-Build Entity 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. Design-Build Entity 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, Design-Build Entity shall file with the City either 1) a certificate of insurance or self-insurance evidencing that such insurance is in effect, or that Design-Build Entity is self-insured for such coverage; or 2) a certified statement that Design-Build Entity has no employees, and acknowledging that if Design-Build Entity 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. Design-Build Entity'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. Design-Build Entity 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 – DESIGN-BUILD ENTITY'S LIABILITY INSURANCE

9.1 **Minimum Scope.** Prior to City's execution of this Agreement and Design-Build Entity's commencement of Work, Design-Build Entity shall secure, submit proof of and shall thereafter maintain without interruption, until completion of the Design-Build Entity, such commercial general, automobile liability, professional liability, builders risk and/or installation floater insurance as shall protect Design-Build Entity, 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 Design-Build Entity, 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.** Design-Build Entity shall maintain minimum limits of insurance as follows:

9.3.1 Commercial General Liability: Design-Build Entity'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.

[INSERT The Following, IF IN RFP**]**

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 Design-Build Entity has any property belonging to the City in the Design-Build Entity'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.

9.3.2 Automobile Liability Insurance: Design-Build Entity'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 Design-Build Entity's

automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Design-Build Entity's performance of this Agreement, which vehicles shall include, but are not limited to, Design-Build Entity owned vehicles, Design-Build Entity leased vehicles, Design-Build Entity's employee vehicles, non-Design-Build Entity-owned vehicles and hired vehicles.

[INSERT The Following, IF IN RFP]**

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

9.3.3 Builder's Risk Insurance. Unless otherwise set forth in the special provisions, during the term of this contract, Contractor shall maintain in force, at its own expense, Builder's Risk insurance on all risks of direct physical loss basis, excluding damage caused by an act of God, pursuant to California Public Contract Code § 7105, for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions. The policy shall include as loss payee, the City of Riverside, the Contractor, and its sub-contractors as their interest may appear. The City shall not be responsible for the theft of any materials, equipment in the possession and control of Contractor.

[INSERT The Following Paragraph, IF BUILDER'S RISK INSURANCE NOT REQUIRED**]**

9.3.3. Installation Floater Insurance. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, a Builder's Risk Installation Floater for coverage of Contractor's labor, materials and equipment to be used for completion of the work performed under this Agreement. The minimum amount of coverage to be carried shall be equal to the full amount of the Contractor's labor, equipment, materials, or fixtures to be installed, in transit, or stored off-site or on-site during the performance of this Agreement. The policy shall include as loss payee, the City of Riverside, the Contractor, and its sub-contractors as their interest may appear. The City shall not be responsible for the theft of any materials, equipment in the possession and control of Contractor.

9.3.5 Professional Liability.

9.3.5.1 The Design-Build Entity's professional liability policy must 1) Include professional malpractice, errors and omissions; and 2) Provide coverage for claims arising from acts, errors or omissions from professional services performed by or on behalf of Design-Build Entity, its Design Consultants, Subcontractors, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including liability assumed under and arising from the Agreement.

The Design-Build Entity's professional liability policy must provide limits of liability in an amount not less than: one million dollars (\$1,000,000) per claim; and two million

dollars (\$2,000,000) in the aggregate. Design-Build Entity shall be responsible for the full amount of all deductibles/self-insured retention per claim for coverage under the Professional Liability Insurance policy. These minimum amounts of coverage shall not constitute any limitation or cap on Design-Build Entity's indemnification obligation.

The Design-Build Entity shall require that each Design Consultant maintain professional liability coverage. Each Design-Consultant's professional liability policy must provide coverage for claims arising from the negligent acts, errors or omissions from professional design services performed by Design Consultant, including liability assumed under and arising from the Agreement.

Each Design-Consultant's professional liability policy must provide limits of liability in an amount not less than: one million dollars (\$1,000,000) per claim; and two million dollars (\$2,000,000) in the aggregate. Design Consultant shall be responsible for the full amount of all deductibles/self-insured retention per claim for coverage under the Professional Liability Insurance policy.

[INSERT The Following Paragraph, IF REQUIRED BY PROJECT**]**

9.3.6 Pollution Liability and Excess Liability Insurance. Prior to City's execution of the Agreement Design-Build Entity shall secure, and shall thereafter maintain without lapse of coverage until completion of the Agreement, pollution liability insurance and/or Excess/Umbrella Liability coverage in the minimum amount of \$1,000,000. Design-Build's Pollution Liability and Excess/Umbrella Liability coverages shall be maintained continuously for a minimum of five (5) years after final completion and acceptance of all Work under this Agreement.

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 Design-Build Entity's insurance broker and set forth on its Certificate of Insurance provided to City). Design-Build Entity agrees that upon receipt of any notice of cancellation or alteration of the policies, Design-Build Entity shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Design-Build Entity 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 Design-Build Entity will be considered primary and not contributory to any other insurance available to the City of Riverside. Design-Build Entity 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, Design-Build Entity 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 Design-Build Entity's Failure to Provide Required Insurance. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Design-Build Entity 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 Design-Build Entity by way of set-off or recoupment from sums due Design-Build Entity; (b) immediately terminate or suspend Design-Build Entity's performance of the Contract; (c) pay Design-Build Entity's premiums for renewal of Design-Build Entity 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 Design-Build Entity, by way of set-off or recoupment from any sums due Design-Build Entity. Upon demand, Design-Build Entity 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 Design-Build Entity.

9.8 Verification of Coverage. City shall have the right to obtain complete and certified copies of Design-Build Entity's and Subcontractors' insurance policies (including, but not limited to, the declarations page, form list and riders), endorsements or certificates required

under the Design-Build Entity 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 Design-Build Entity 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, Design-Build Entity's services under this Contract; (2) the nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, Design-Build Entity's services under this Contract; or (3) the availability, or affordability, or both, of increased liability insurance coverage.

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

9.11 No Limitation. Design-Build Entity's maintenance of insurance as required by the Contract Documents shall not be construed to limit the liability of the Design-Build Entity's 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 Design-Build Entity's 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 Design-Build Entity, based on the degree of hazardous exposure according to the Work performed by each Subcontractor and the size of each subcontract.

Design-Build Entity's 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 Design-Build Entity's indemnification obligations set forth herein.

The City reserves the right to request certificates of insurance from the Design-Build Entity for each Subcontractor. The Design-Build Entity acknowledges that regardless of insurance obtained by its Subcontractors, the Design-Build Entity 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, Design-Build Entity assumes liability for and agrees, at Design-Build Entity'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 Design-Build Entity, or anyone employed by or working under Design-Build Entity, and from all claims by anyone employed by or working under Design-Build Entity for services rendered to Design-Build Entity 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 Design-Build Entity or of anyone employed by or working under Design-Build Entity.

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. Design-Build Entity agrees, at its sole cost and expense, to promptly defend the Indemnitees from all Indemnity Claims. The duty of the Design-Build Entity to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Design-Build Entity of the tender of any Indemnity Claim from an Indemnitee. The Design-Build Entity’s obligation to defend the Indemnitees shall be at Design-Build Entity’s sole expense, and not be excused because of Design-Build Entity’s inability to evaluate liability or because the Design-Build Entity evaluates liability and determines that the Design-Build Entity 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. Design-Build Entity 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. Design-Build Entity will reimburse City for reasonable defense costs for claims arising out of Design-Build Entity’s professional negligence based on the percentage of Design-Build’s liability.

10.3 Subcontractor Requirements. In addition to the requirements set forth hereinabove, Design-Build Entity shall ensure, by written subcontract agreement, that each of Design-Build Entity’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 Design-

Build Entity is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Design-Build Entity fails to obtain such defense and indemnity obligations from others as required herein, Design-Build Entity agrees to be fully responsible to the Indemnitees according to the terms of this Article.

10.4 No Limitation or Waiver of Rights. Design-Build Entity'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. Design-Build Entity'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 Design-Build Entity 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 Design-Build Entity, any Subcontractor, any supplier of the Design-Build Entity 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 Design-Build Entity 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 Design-Build Entity, the City may, in its sole discretion, reserve, retain or apply any monies due Design-Build Entity for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Design-Build Entity 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. Design-Build Entity's obligations under this Article are binding on Design-Build Entity's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Design-Build Entity's performance of the Work.

10.7 Independent Contractor. Design-Build Entity shall at all times during its performance of the Work retain its status as an independent contractor. Design-Build Entity'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 Design-Build Entity 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. Design-Build Entity 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), Design-Build Entity and subcontractors shall register with the Department of Industrial Relations (DIR) in order to bid and perform public works projects. Design-Build Entity 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. Design-Build Entity is aware of and stipulates that Design-Build Entity 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/PublicWorks/PublicWorks.html>.

ARTICLE 12 – MISCELLANEOUS

12.1 Non-Discrimination. Except as provided in Section 12940 of the California Government Code, during Design-Build Entity’s performance of the Agreement, Design-Build Entity shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, genetic information, gender, gender identity, or gender expression, 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
Attn: **[**Insert Name of Dept. Director**]**, Director
3900 Main Street
Riverside, CA 92522

Design-Build Entity

[Insert Name of Design Build Entity**]**
Attn: **[**Insert Name of Contact Person**]**
[Insert Street Address **]**
[Insert City, State ZIP]**

12.3 City's Right to Access and Audit Design-Build Entity's Project Documents.

12.3.1 If the Design-Build Entity 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 Design-Build Entity'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 Design-Build Entity's plant, or such parts thereof, as may be or have been engaged in the performance of the Work. The Design-Build Entity 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 Design-Build Entity's normal business hours at the office of the Design-Build Entity. The Design-Build Entity 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.

12.3.2 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 Design-Build Entity's records for a period of at least three (3) years after termination of the Design-Build Entity 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 Design-Build Entity's performance of this Contract. Upon written notice by the City, Design-Build Entity 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 a court of competent jurisdiction 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 Design-Build Entity 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 Design-Build Entity each represent and warrant that they have the legal power, right and actual authority to bind Design-Build Entity 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.

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 DESIGN BUILD
ENTITY**],**
[Insert business entity type**]**

By: _____
City Manager

By: _____

[Printed Name and Title]

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: _____

[Printed Name and Title]

By: _____
Chief Financial Officer

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

Rev: 11/16/17

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 Name of DESIGN BUILD
ENTITY**],**

By _____

Printed Name and Title

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

STATE OF)
) SS:
COUNTY OF)

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

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

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

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

Secretary

(SEAL)

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

STATE OF)
) SS:
COUNTY OF)

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

PERFORMANCE BOND

Bond No.

Premium:

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on _____, 20____, the CITY OF RIVERSIDE ("CITY") awarded to **[**Insert Name of DESIGN BUILD ENTITY**]**, **[**Insert business entity type, for example: a California corporation, a limited partnership, a limited liability company, etc.**]**, **[**Insert mailing address**]**, State Contractor's License No. **[**Insert Number**]**, ("PRINCIPAL") a contract for performance of the work described as **[**Insert Name of Project**]**; **[**Insert RFP 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 **[**Insert written dollar amount, for example: One Thousand Two Hundred Thirty-Four Dollars**]** **[**Insert numeric amount, for example: \$1,234.00**]** 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.

If suit is brought by the CITY on this BOND, SURETY shall pay to the CITY, over and above the principal sum hereof, reasonable attorneys' fees and costs which the court is hereby authorized to

award. PRINCIPAL and SURETY agree that this BOND shall not be considered a part of the CONTRACT, that this BOND is a separate obligation from the CONTRACT, and that any attorneys' fee provision contained in this BOND shall not apply to the CONTRACT. In the event there is any litigation between PRINCIPAL and the CITY arising from the CONTRACT, neither PRINCIPAL nor the CITY will be entitled to recover attorneys' fees as against the other.

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:

[Insert Name of DESIGN BUILD ENTITY**],**
Principal

By _____ (Seal)

Typed Name and Title

Surety

(Seal)
Attorney-In-Fact

Telephone Number _____

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

Typed Name and Title

PAYMENT BOND

Bond No.

Premium:

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on _____, 20____, the CITY OF RIVERSIDE (“CITY”) awarded to **[**Insert Name of DESIGN BUILD ENTITY**]**, **[**Insert business entity type, for example: a California corporation, a limited partnership, a limited liability company, etc.**]**, **[**Insert mailing address**]**, State Contractor’s License No. **[**Insert Number**]**, a contract for performance of the work described as **[**Insert Name of Project**]**; **[**Insert RFP 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 **[**Insert written dollar amount, for example: One Thousand Two Hundred Thirty-Four Dollars**]** **[**Insert numeric amount, for example: \$1,234.00**]** 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:

[Insert Name of DESIGN BUILD ENTITY**],**
Principal

By _____(Seal)

Typed Name and Title

Surety

_____(Seal)
Attorney-In-Fact

Telephone Number _____

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

Typed Name and Title

.

EXHIBIT C

Proposal Letter/Qualification Questionnaire/Subcontractor Information Sheet/Proposer Declaration/Contract Work Guarantee/Customer Service Standards Acknowledgement and Price Proposal Form.

PROPOSAL LETTER

RFP 1619 REVISION 1

**DESIGN AND INSTALLATION OF A MULTI PRODUCT PUBLIC VEHICLE
FUELING FACILITY AT THE CITY OF RIVERSIDE CORPORATION YARD
LOCATED AT
8095 LINCOLN AVE., RIVERSIDE CA 92504.**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF RIVERSIDE:

In compliance with the Request for Proposals ("RFP"), published by your General Services Department, the undersigned (hereinafter, "Proposer") 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 accordance with the RFP. This proposal shall remain firm and shall not be withdrawn for **one hundred twenty (120) calendar days** after the proposal deadline.

Proposer hereby declares that it has examined the technical specifications and understands that all items shall be furnished for the **proposal price**. Proposer has checked all figures shown in the RFP and understands that neither the City nor any officer thereof will be responsible for any errors or omissions by Proposer in submitting this proposal.

Proposer understands that the City Council reserves the rights to reject any and all proposals, to waive any irregularities in the RFP process or to award the contract to other than the Proposer submitting the lowest price.

Attached with this letter, and by this reference incorporated herein and made a part of this proposal, are the following items:

1. Qualification Questionnaire.
2. Subcontractor Information Sheet.
3. Proposer Declaration.
4. Contract Work Guarantee
5. Customer Service Standards Acknowledgement.
6. Price Proposal Form.

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged by signing each addendum, which will be made part of the contract. Failure to acknowledge an addendum will automatically deem your proposal non-responsive. Addenda notifications will be provided to those subscribed to the Electronic Bidder's List via e-mail.

The undersigned Proposer acknowledges receipt of the following Addenda to the RFP issued for the above Project. (If no Addenda have been received, write "*none*".)

List each Addendum received by number: _____

Proposer hereby declares and certifies that it has carefully examined and is fully familiar with all of the provisions of the RFP and said RFP contains sufficient detail regarding the work to be performed; it has notified City of any errors or omissions in the RFP and unusual site conditions; it has carefully checked all words, prices, and statements in this proposal; it has visited the Project site and conducted such other field investigations which are prudent and reasonable in preparing the proposal. The proposal is true and complete to the best of Proposer's knowledge. Proposer agrees that all Work shown in the RFP, including work reasonably inferable therefrom and necessary thereto shall be included in the proposal price. Proposer agrees that City will not be responsible for any errors or omissions on the part of the undersigned in making this proposal. Proposer further declares and certifies that it will comply with all provisions of law applicable to the Project.

In the event of a dispute or protest based upon the Proposer's submission of this proposal and the City's acceptance of same, the Proposer will be required to indemnify, defend and hold harmless at Proposer's expense, including the provision of legal counsel, the City, its agents, employees and officers from liability, claims, demands, damages and costs if such dispute or action arises solely upon the Request for Proposals, the receipt of proposals or the award of the contract for the Project.

The Proposer further agrees that, in case of his/her default in executing the required contract and the required bond or bonds, or furnishing the required insurance, the money payable under the proposal security accompanying this proposal, (if applicable) shall be applied by the City towards payment of the damage to the City on account of such default, as provided in the RFP.

Proposer understands that the City Council reserves the rights to reject any and all proposals, to waive any irregularities in the proposals and to award the Contract to other than the Proposer submitting the lowest price proposal.

Proposer hereby agrees that if Proposer is awarded the contract, Proposer will sign the Agreement in duplicate counterparts and return the counterparts, together with completed surety bonds and insurance confirmations, within **fourteen (14) calendar days** from the date the City mails, or by other means delivers, the contract documents to Proposer. Proposer acknowledges that the proposal security submitted herewith is subject to forfeiture for failure to submit these contract documents in completed form within the above-required time limit.

Proposer hereby agrees that if Proposer is awarded the contract, Proposer will commence work under the contract on the date specified in the written "Notice to Proceed" to be issued by the City

and will complete the Project within three hundred and sixty five (365) calendar days thereafter as required by the RFP.

The State Contractor's License No. listed below has been issued to the undersigned Proposer. This license has not been revoked or suspended and is in full force and effect and authorizes the undersigned Proposer to perform the work under these contract documents. If Proposer is a joint venture and has not yet been issued a license, indicate the license number to be used for the joint venture and attach documentation providing assurances that the license will be issued on or before the award of the contract.

CONSENT TO SIGN CITY'S STANDARD FORM OF AGREEMENT

I, _____, the undersigned, certify that I am the _____, of _____, the party making the proposal for award of a design-build contract ("Proposer") and, on behalf of the Proposer, hereby accept Owner's Standard Form of Agreement as is, without qualifications or modifications.

I certify that I am authorized to sign this Consent on behalf of the Proposer.

The Proposer certifies under penalty of perjury under the laws of the State of California the accuracy of all statements and representations contained in this proposal are true and correct.

Executed this ____ day of _____, 20____ at _____, _____.
(City) (State)

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 here _____

TELEPHONE: _____

DIR Registration No.: _____

CITY BUSINESS TAX REGISTRATION (if available) _____

IS BIDDER A CERTIFIED DBE: Y N

Proposer 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, Proposer understands that the determination of the State of California, Department of Consumer Affairs, Contractors State License Board shall govern. These terms and conditions shall also apply to any subcontractors listed by Bidder.

Form of Entity of Proposal:

Corporation:

A) State of Incorporation: _____

B) President: _____

C) Secretary: _____

Partnership:

Names of all Partners: _____

Joint Venture:

Names of all Joint Venturers: _____

Sole Proprietorship:

All d/b/a's: _____

[If the Proposer is a corporation or a limited liability company, enter state or county of incorporation in addition to the business address and include an incumbency certificate executed by a Secretary thereof in the form set forth on the following page listing each officer with signing authority and its corresponding office. If the Proposer is a partnership or joint venturer stating that the respective partner or joint venturer agrees to be held jointly and severally liable for any and all of the duties and obligations of the Proposer under the Proposal and under any contract arising therefrom. Attach evidence to the Proposal Letter that the individual signing has authority to do so.]

CORPORATE SEAL

Proposer is: (check one)

An Individual Owner _____

A Joint Venture _____

A Partnership _____

A Corporation _____

The Proposer recommended for award shall be required to submit a signed copy of the Design-Build Entity Customer Service Standards Acknowledgment included in the RFP to the Purchasing Services Manager prior to award.

QUALIFICATION QUESTIONNAIRE

RFP 1619 REVISION 1

**DESIGN AND INSTALLATION OF A MULTI PRODUCT PUBLIC VEHICLE
FUELING FACILITY AT THE CITY OF RIVERSIDE CORPORATION YARD
LOCATED AT
8095 LINCOLN AVE., RIVERSIDE CA 92504.**

SUBMITTED TO: City of Riverside
Purchasing Services Manager
3900 Main Street, 6th Floor
Riverside, CA 92522

SUBMITTED BY:

Proposer: _____

GENERAL

Proposer must submit a completed Qualification Questionnaire prior to the Proposal Deadline.

PART 1 MANDATORY REQUIREMENTS

You may be disqualified if the answer to any of questions 1.1 through 1.4 is “no.”

You may be disqualified if the answer to any of questions 1.5 through 1.8 is “yes.”

- 1.1 Do you possess a valid and current California license issued by the Contractor’s State License Board (“CSLB”) or design discipline authority, as applicable, for the Project?
☐ Yes ☐ No ☐
- 1.2 Can you provide the limits and comply with the requirements for general liability and professional liability insurance coverage, as applicable, required by the contract documents?
☐ Yes ☐ No
- 1.3 Do you have a current workers’ compensation insurance policy as required by the Labor Code or are you legally self-insured pursuant to Labor Code section 3700 et seq.
☐ Yes ☐ No ☐ Proposer is exempt from this requirements, because it has no employees.

- 1.4 Have you submitted a notarized statement from a California admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states that your current surplus bonding capacity is equal to or exceeds your proposal price?

☐ Yes ☐ No

Note: Notarized statement must be from the surety company, not an agent or broker.

- 1.5 Has your license been revoked at any time in the last five (5) years?

☐ Yes ☐ No

- 1.6 Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

☐ Yes ☐ No

- 1.7 Is your firm ineligible to bid on or be award a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

☐ Yes ☐ No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

_____.

- 1.8 At any time during the last five (5) years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ Yes ☐ No

- 1.9 Have you designed or constructed and completed at least three (3) **similar projects in the last ten (10) years?**

☐ Yes ☐ No

PART 2 BUSINESS INFORMATION, HISTORY AND PERFORMANCE

1. Name of Proposer: _____

2. Type of Entity: _____

3. Principal Office
Address: _____

Telephone Facsimile E-Mail

4. Address, telephone, facsimile and e-mail of office to perform work if different from item (3.): _____

Telephone: _____

Facsimile: _____

E-mail: _____

5. Are you licensed in the State of California as a Contractor? If so, state the following for all licenses:

License No.: _____

Classification: _____

Date of Expiration: _____

DIR Registration No.: _____

Attach documentation establishing your license is active.

6. If any of your firm's licenses are held in the name of a corporation or partnership, list below the names of the qualifying individuals listed on the California State License Board records who meet the experience and examination requirements for each license.

7. Has your firm changed names or license numbers in the past five (5) years?

☐ Yes ☐ No

8. Has any CSLB license held by your firm or its RME or RMO or your design license, as applicable, been suspended within the last five (5) years?

☐ Yes ☐ No

9. If other than a corporation or partnership, describe the nature of the organization and name its principals, affiliates, divisions, subsidiaries or parent company, if applicable:

10. How many years has the above-named firm been in business in California under your present business name and license number required for this Project?

Total Years: _____

11. Personnel.

A. List total personnel by discipline to be utilized for this Project:

Each Proposer shall respond either "yes" or "no" to each of the following questions ("Questions"). If a response is "yes" to any question(s), an explanation of the circumstances shall be provided in the space following the questions. Attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection. The term "affiliate" shall mean any firm, corporation, partnership, joint venture, limited liability company or association which is a member, joint venturer or partner of the firm, or any such entity which owns a substantial interest in or is owned in common with the firm or any of its members, joint venturers, or partners or owns a substantial interest.

12. At any time in the past five (5) years has your firm been assessed and paid liquidated damages relating to delay in completion of a project under a contract with either a public or private owner?

Yes _____ No _____

If yes, explain on a separate signed sheet, identifying all such projects by name, owner, owner's address, the date of completion, the amount of liquidated damages and all other information necessary to explain the assessment.

13. Within the past five (5) years, has your firm, or any firm within which any of your firm's owners, officers or partners was associated, been disqualified, debarred, removed or otherwise prevented from bidding on or completing any government or public works project for any reason?

Yes _____ No _____

If yes, on a separate signed page, identify by name of the company, the year of the event, the owner of the project, the project name and the basis for the action.

14. Within the past five (5) years, has your firm, officers, directors or partners been denied an award of a public contract based on a finding by a public agency that your firm was not a responsible bidder/proposer?

Yes _____ No _____

If yes, on a separate signed page, identify by name of the company, the year of the event, the owner of the project, the project name and the basis for the finding.

15. Within the past five (5) years, has your firm or any partners, members, officers, directors, responsible managing officers, or owners was associated with have you, your firm, or

any principal in your firm ever been sued by a contractor or subcontractor or subconsultant for more than \$50,000?

If so, on a separate sheet, identify each such lawsuit and the result of the lawsuit.

If the lawsuit is still pending, identify the case name and number and the court in which it is pending.

16. In the past five (5) years has any claim against your firm by an owner or public agency concerning your firm's work on a construction project in excess of \$50,000 been filed in court or arbitration?

Yes _____ No _____

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

17. In the past five (5) years has your firm made any claim against a project owner or public agency concerning work on a project or payment for a contract in excess of \$50,000 and filed that claim in court or arbitration?

Yes _____ No _____

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

18. In the last five (5) years has any insurance carrier, for any form of insurance, cancelled the insurance policy for your firm?

Yes _____ No _____

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of refusal.

19. Within the past five (5) years, has your firm or any partners, members, officers, directors, responsible managing officers, or owners associated with Proposer had filed against it, him or her, in a California proceeding or in a federal proceeding concerning a public contract performed in California, any criminal or civil complaint, indictment, or information alleging fraud, bribery, collusion, conspiracy, or any action in violation of California or federal

antitrust law in connection with the bidding upon, award of or performance of any public works contract with public entity?

Yes _____ No _____

If yes, please explain the circumstances.

20. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes _____ No _____

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

21. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes _____ No _____

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

PART 4 QUALIFYING PROJECTS

For each such foregoing facility, list the name of the owner, whether public or private, the location, type of project, the owner's representative and telephone number, the original contract amount, the final contract cost, the original contract completion date, and the actual completion date. Owner names and references must be current and verifiable.

4.1 Completed Projects.

List at least **three (3)** of the most recently completed or current projects similar in size, scope, and cost to the project defined in the RFP, which your organization completed within the last **ten (10) years**.

A. Owner: _____
Public or Private: _____
Project Location: _____
Type of Project: _____
Contract Person and Phone Number: _____

Original Contract Amount _____
Final Contract Cost _____
Original Contract Completion Date: _____
Actual Contract Completion Date: _____

- B. Owner: _____
Public or Private: _____
Project Location: _____
Type of Project: _____
Contract Person and Phone Number: _____

Original Contract Amount _____
Final Contract Cost _____
Original Contract Completion Date: _____
Actual Contract Completion Date: _____

- C. Owner: _____
Public or Private: _____
Project Location: _____
Type of Project: _____
Contract Person and Phone Number: _____

Original Contract Amount _____
Final Contract Cost _____
Original Contract Completion Date: _____
Actual Contract Completion Date: _____

4.2 Within the last five (5) years, have you or any officer or partner performed a contract with the City? If so, list the names and dates of performance of each contract:

4.3 Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of an organization which failed to complete a construction project? If so, list the names of each owner, dates and circumstances on a separate sheet of explanation:

PART 5 VERIFICATION/DECLARATION

I declare, under penalty of perjury under the laws of the State of California, that I have personally reviewed this Qualification Questionnaire and that the information provided in response is true and correct.

Executed this ____ day of _____ 2018 at _____, _____.
City State

(Signature)

(Name Printed)

(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:

Subcontractor: _____
Address: _____
License No.: _____
Subcontracted Amount: _____
DIR Registration Number: _____
Work to be Performed: _____
Certified DBE (Yes or No): _____

Subcontractor: _____
Address: _____
License No.: _____
Subcontracted Amount: _____
DIR Registration Number: _____
Work to be Performed: _____
Certified DBE (Yes or No): _____

Subcontractor: _____
Address: _____
License No.: _____
Subcontracted Amount: _____
DIR Registration Number: _____
Work to be Performed: _____
Certified DBE (Yes or No): _____

Subcontractor: _____
Address: _____
License No.: _____
Subcontracted Amount: _____
DIR Registration Number: _____
Work to be Performed: _____
Certified DBE (Yes or No): _____

Subcontractor: _____
Address: _____
License No.: _____
Subcontracted Amount: _____
DIR Registration Number: _____
Work to be Performed: _____
Certified DBE (Yes or No): _____

Subcontractor: _____
Address: _____
License No.: _____
Subcontracted Amount: _____
DIR Registration Number: _____
Work to be Performed: _____
Certified DBE (Yes or No): _____

Subcontractor: _____
Address: _____
License No.: _____
Subcontracted Amount: _____
DIR Registration Number: _____
Work to be Performed: _____
Certified DBE (Yes or No): _____

Subcontractor: _____
Address: _____
License No.: _____
Subcontracted Amount: _____
DIR Registration Number: _____
Work to be Performed: _____
Certified DBE (Yes or No): _____

Subcontractor: _____
Address: _____
License No.: _____
Subcontracted Amount: _____
DIR Registration Number: _____
Work to be Performed: _____
Certified DBE (Yes or No): _____

PROPOSER DECLARATION

The undersigned Proposer certifies that it has not entered into any substantive negotiations resulting in an agreement to enter into any design consultant agreements or subcontracts with respect to the contract, except for those listed in this form.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed _____, 20____ at _____, _____
(City) (State)

(Signature) _____

(Printed name and title) _____

(Name of Proposer) _____

CONTRACT WORK
GUARANTEE FOR RFP # 1619 REVISION 1

We hereby guarantee that the Work, including materials and equipment, which we have installed for the construction of the Muti-fuel fueling island for the City of Riverside 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)_____

**CITY OF RIVERSIDE
DESIGN-BUILD ENTITY 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 Design-Build Entity 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 Design-Build Entity:

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 Design-Build Entity responsible for the project.
6. Have Design-Build Entity'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.

Proposer shall return signed copy of this form to the Purchasing Services Manager prior to bid opening.

Company Name: _____

Authorized Representative (Please Print): _____

Signature: _____ Date: _____

PRICE PROPOSAL FORM

1. The Proposer agrees that all costs of work required by the RFP, including Work reasonably inferable therefrom and necessary thereto required for a project delivery or turnkey contract basis are included in the prices entered in **Schedule A**.

2.

3. The Cost of all Work required in the RFP for which a specific line item is not provided in the attached schedules shall be allocated proportionately among the other prices most closely associated with such costs and included in the proposal price.

SCHEDULE A – Schedule of Values

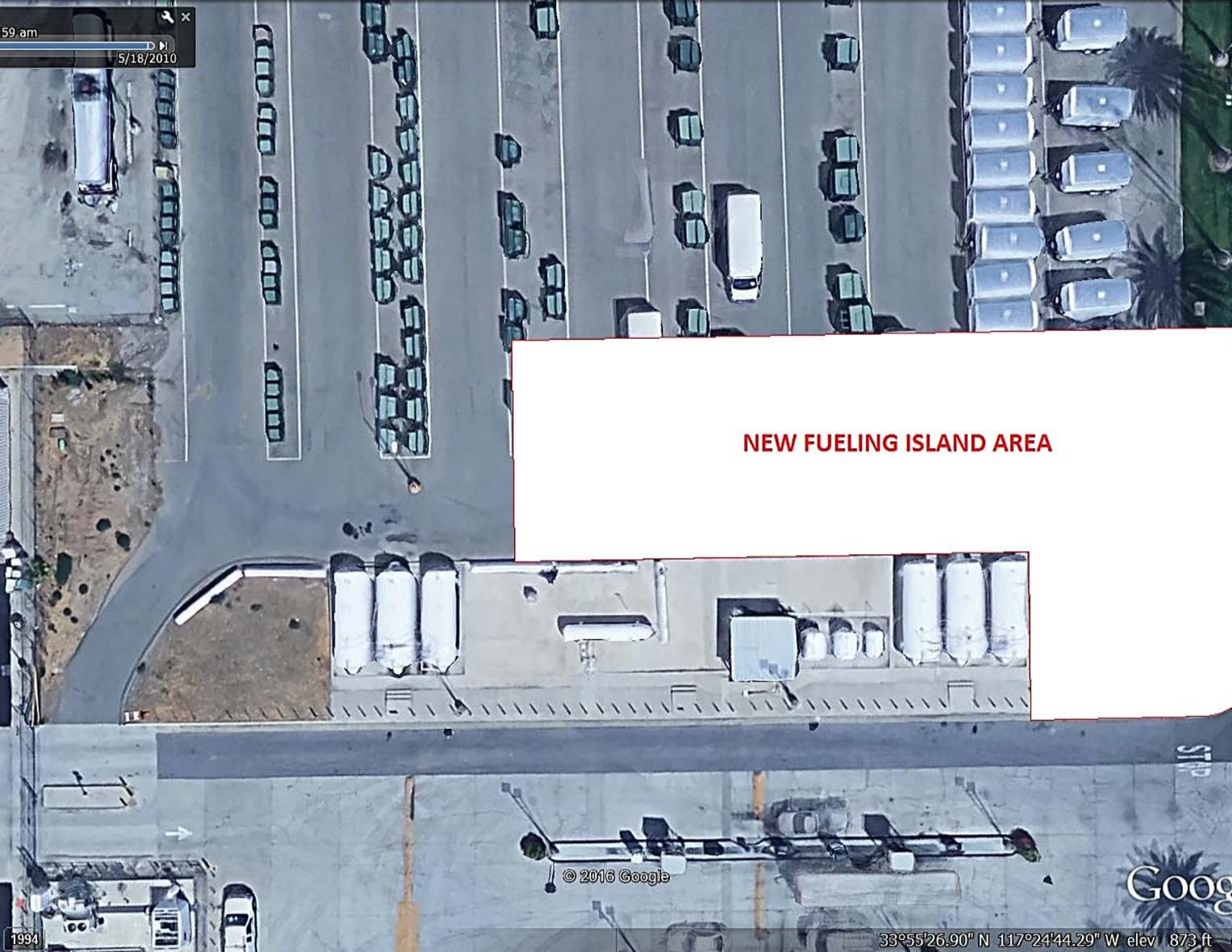
Work Item	Total \$
DESIGN SERVICES	\$ _____
DEMOLITION	\$ _____
GENERAL CONSTRUCTION	\$ _____
CONCRETE	\$ _____
ASPHALT PAVING	\$ _____
ELECTRICAL	\$ _____
PLUMBING/PIPEFITTING	\$ _____
FUEL MANAGEMENT EQUIPMENT	\$ _____
E-85 GASOLINE EQUIPMENT	\$ _____
CNG EQUIPMENT	\$ _____
UNLEADED GASOLINE EQUIPMENT	\$ _____
PERMITTING AND CERTIFICATION COSTS	\$ _____
ADDITIONAL 4 YEAR WARRANTY	\$ _____
ALLOWANCE*	\$50,000

SUBTOTAL	\$ _____
OVERHEAD	\$ _____
PROFIT	\$ _____
TOTAL PROPOSAL PRICE	\$ _____

****Included within the proposal is a \$50,000 allowance for specialty items within the project. The allowance shall be shown as a separate line item on the contractor's schedule of values. Although the agreement and the purchase order will be issued including the allowance amount, by accepting this project the contractor understands and accepts that these funds are not considered to be part of the total project cost and cannot be invoiced against unless they were utilized for the cost of specialty items within the allowance that were approved through the City's change order process. Any remaining balance upon completion of the project will not be invoiced against, deducted from the purchase order amount, and will be retained by the city.***

EXHIBIT D

Site Location Map



59 am

5/18/2010

NEW FUELING ISLAND AREA

© 2016 Google

Goog

33°55'26.90" N 117°24'44.29" W elev 873 ft

1994

