

RFP 1648

All Prospective Vendors submitting a proposal must be listed on the “Electronic Bidders List” by subscribing on the City’s website. If the Vendor is not listed on the Electronic Bidders List the proposal will not be considered or accepted. Only proposals submitted to the Purchasing office located on the 6<sup>th</sup> floor of City Hall and time stamped before the deadline will be accepted. The City of Riverside payment process is through an electronic transfer process. Contractors or Suppliers must be set up for this payment process in order to be compensated for materials and or services.

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Proposals are to be submitted to the Purchasing desk located on the 6<sup>th</sup> floor of City Hall, 3900 Main Street, Riverside, CA no later than August 29, 2016 before 4:00pm. The time and date are fixed and extensions will not be granted. Proposals not received before the bid event time will not be accepted.

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Reminder: Proposals are to be submitted on a CD or DVD. No Flash Drives or Hard Copies will be accepted.

The front of all submittals must be addressed and labeled as follows:

Bidder’s Name & Address

City of Riverside  
Purchasing Dept.  
Attn: Art Torres (RFP 1648)  
3900 Main Street  
Riverside CA 92522

RFP No.: RFP 1648

Due: 8/29/2016

Before: 4:00pm

Project: Festival of Lights Custom Decorations

# **REQUEST FOR PROPOSALS #1648**

**Custom Decorations  
For  
2016 Festival of Lights Holiday Event**

**Issued by:  
City of Riverside Museum & Cultural Affairs Department**

**3580 Mission Inn Avenue  
Riverside, CA 92501  
951-826-5273  
[Specialevents@riversideca.gov](mailto:Specialevents@riversideca.gov)**

**SERVICE DESCRIPTION:**

Provide custom decorations for the annual Festival of Lights for a 3-year term.

**CONTACT PERSON:**

Meghan Eastin, Project Coordinator  
Museum and Cultural Affairs Department  
(951) 826-5663 Office  
Email: [meastin@riversideca.gov](mailto:meastin@riversideca.gov)

**PROPOSALS DUE BEFORE:**

4:00 P.M., Monday, August 29, 2016

***Introduction***

The City of Riverside is proud to host the 24<sup>th</sup> Annual Festival of Lights Switch-On Ceremony on Friday, November 25, 2016 and the 2016 Festival of Lights to be held Saturday, November 26, 2016 through Saturday, January 7, 2017. Each year the event draws visitors from all over the region and attendance continues to increase each year. The City of Riverside is requesting proposals from qualified professionals to design, install, and maintain custom decorations for the Festival of Lights as described in the Scope of Services below. The successful proposer will design, install, and maintain the decorations for the duration of the Festival of Lights and store the decorations during the remainder of the year.

***Scope of Services***

The Scope of work will include, but is not limited to, the following:

1. Consultant/Company must design and produce custom decorations as described in the list below for purchase.
2. Consultant/Company must complete temporary installments of pieces by end of business day, November 18, 2016 and remove pieces by January 10, 2017.
3. All installations must be secured from any person removing or climbing, high winds, and rain damage.
4. Consultant/Company must refurbish pieces if any damages occur during installation and display.
5. Consultant/Company must provide storage for pieces when ornaments are not displayed during the remainder of the year.
6. Consultant/Company must provide protective materials during installation to protect all City property.
7. The Museum and Cultural Affairs Department desires to enter into an agreement for 3 years. At end of term all pieces will become property of the City.
8. Additional pieces or replacement pieces may be included in subsequent years.

The following pieces are required:

Description	Number of Pieces
Custom designed glitter mesh bow in tones of burgundy, copper, and red – 30” x 48”. To be installed on lampposts. Selected colors may vary once samples are provided.	60
Custom exterior grade glitter mesh ornamental balls in tones of burgundy, red, and green grouped together – 3’. To be installed and anchored/secured along walkway. Selected colors may vary once samples are provided.	5
LED-Lit glitter mesh ornament balls grouped together – 2-3’. To be installed and anchored/secured in planters along walkway. Selected colors may vary once samples are provided.	4
Oversized glitter mesh ornament in gold tones with branded “Festival of Lights” signage (to be provided). Ornament should be designed for seated photo ops. To be installed and anchored/secured. Selected colors may vary once samples are provided.	3
Custom exterior grade artificial tree extension to add on to the base of existing artificial tree (owned by the City – tree specs can be provided). Extension must be 4’ in height. Would purchase first year of agreement term.	1
Oversized glitter mesh bows for City-owned squared wreaths – 8’. Selected colors may vary once samples are provided.	3
Oversized glitter mesh bows for City-owned wreath – 12’. Selected colors may vary once samples are provided.	1

### *Inquiries*

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP should be submitted in writing to:

Meghan Eastin, Project Coordinator at [meastin@riversideca.gov](mailto:meastin@riversideca.gov)

The final day for the receipt of questions from the Proposer shall be before 4:00 pm on August 24, 2016. To ensure fairness and avoid misunderstandings, all communications must be in written format and addressed only to the individual set forth above. Any verbal communications will not be considered or responded to. Written communications should be submitted via e-mail to the address provided 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 Council member, RPU Board member 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.**

### ***Addenda & Notifications***

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. Addenda notifications will be provided to those subscribed to the Electronic Bidder's List via email.

### ***Proposal Information and Submittal***

All prospective Proposers submitting a proposal must be subscribed to the Electronic Bidder's List for that RFP. If the Proposer is not listed on the Electronic Bidder's List by subscribing at [www.riversideca.gov/bids](http://www.riversideca.gov/bids) then the proposal will be considered non-responsive and given no further consideration. Additionally, the proposal must be submitted under the same company name as used to subscribe to the RFP on the Electronic Bidder's List.

### ***Proposal Submittal***

All proposals and required documents including any proposal security shall be supplied on a CD or DVD and must be submitted before the due day/time. NO FLASH DRIVES will be accepted. Please note that any hard copy proposals will not be accepted. Media containing proposals may be submitted by mail or in person but must be time stamped by the Purchasing office before the due day/time and will not be returned. All packages must be addressed as follows:

Bidder's Name & Address

City of Riverside; Purchasing Dept.  
Attn: Art Torres (RFP No. 1648)  
3900 Main Street  
Riverside CA 92522

RFP No.:1648

Due: August 29, 2016

Before: 4:00 p.m.

Project: Festival of Lights Custom Decorations

Packages must be time stamped at the Purchasing office before the due day/time or they will be considered non-responsive.

### ***Public Records Act***

All proposals submitted in response to this RFP become the property of the City and under the Public Records Act (Government Code § 6250 et. seq.) are public records, and may be subject to public review before a selection and award is made to the successful company.

A company may claim a privilege against public disclosure for trade secret or other proprietary information, but in doing so such information must be clearly identified in the proposal.

Note that under California law, a price proposal to a public agency is not considered a trade secret.

### ***PROPOSAL FORMAT AND CONTENT***

Proposals should be prepared in such a way as to provide a straightforward, concise presentation adequate to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform work of this type. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on completeness and clarity.

The preferred Proposal must be formatted as an 8-1/2" x 11" document, typed and arranged/divided in the following sequence to facilitate evaluation:

- Cover Letter
- Company/Individual Information
- Experience and References
- Cost of Services

### ***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 should include a brief summary of Proposer's qualifications and Proposer's willingness to enter into a Contract under the terms and conditions prescribed by this RFP.

## Company/Individual Information

This section should include contact person information, address and telephone number. Also include key staff or organizations that will be part of the logistical and technical support services. Each company shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Members of the company's professional team (Managers, contact person, etc.) should be identified by name and title, and include contact phone numbers and email addresses. Also, include major subcontractors (if any) and their degree of involvement in this program. Any supplemental information that Proposer believes may be pertinent to the selection process may be provided.

Company/individuals must have two (2) years of experience.

## References and Experience

Provide at least three (3) references, within the past five (5) years/seasons, 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 the prior work was performed, and include an explanation of the services provided to these clients. Negative references may result in a reduction of points to proposals.

## Cost of Services

Each proposal shall provide a fee proposal reflecting the cost for services outlined in the Scope of Services section of this RFP. All proposals shall include a breakdown of the costs for each piece to be designed and produced

## ***PROPOSAL SELECTION***

The City reserves the right, without qualification, to:

- a. Reject all proposals; and
- b. Exercise discretion and apply its judgment with respect to any proposals submitted.

All proposals become the property of the City. Final disposition will be made according to the policies thereof, including the right to reject all proposals.

## Selection Procedure

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

- a. A Screening and Selection Committee ("Committee"), composed of City staff, will be assembled to evaluate the proposals submitted by the prospective Consultants.

- b. The Committee will select proposals which qualify based on the following factors:
  1. Experience of the Consultant, staff and/or subcontractors selected to provide custom decorations;
  2. Record of the Consultant's accomplishments in providing custom decorations.
- c. The Committee will rank the Consultants and recommend the Consultant to be used for the Festival of Lights custom decorations. Fee negotiations will only take place with the most qualified Consultant based on the proposed Scope of Service.
- d. If a contract for the Festival of Lights custom decorations cannot be negotiated within the budgeted amount for the project, negotiations with the designated Consultant shall be terminated in writing and negotiations shall be started with the next most qualified Consultant.
- e. A contract for the Festival of Lights custom decorations will be brought to the Museum & Cultural Affairs Department for its approval. City staff shall notify the selected Consultant of the final approval of the contract for the Festival of Lights custom decorations by the Museum & Cultural Affairs Department.

### **Proposal Evaluation Criteria**

The City intends to engage the most qualified Consultant available for this assignment. It is imperative that the Consultant's proposal fully address all aspects of this RFP. It must clearly express the Consultant's understanding of the City's specific requirements and indicate the Consultant's qualifications to perform the services in a thorough and efficient manner.

The following criteria shall be used in evaluation of the Consultant's offer of services:

- a. Cost of Services; (30%)
- b. References (5%);
- c. Demonstrated ability to provide the Festival of Lights Entertainment custom decorations (30%);
- d. Consultant's experience, reliability and expertise (20%);
- e. Proposal conciseness and clarity in understanding the City's needs and defining a work plan, procedures, training, education, initiative and responsiveness for satisfying those needs (10%);
- f. The City's past experience with Consultant (5%).

### **Contract Terms**

The City reserves the right to withdraw this RFP at any time without prior notice or to reject any or all of the proposals submitted. Further, the City makes no representation that any agreement will be awarded to any Consultant responding to this RFP.

The City shall not be liable for any costs and expenses incurred by the Consultant in preparing and submitting a response to this RFP.

Contractual terms applicable to Consultant and any and all subcontractor(s) will include but are not limited to the following:

- a. Business Tax Registration and City Business License requirements;
- b. Scope of Services;
- c. Identification of personnel, contractors and subcontractors;
- d. No substitution of key personnel without prior written approval by the City.

Method of Compensation will be in accordance with terms and conditions of a successfully negotiated Professional Consultant Services Agreement for the Festival of Lights Custom Decorations for the Museum.

The contract, if awarded, will include the Scope of Services and a not-to-exceed contract price as negotiated with the selected Consultant. The successful Consultant will be required to sign a Professional Consultant Service Agreement. Consultant must meet all insurance requirements reflected in the attached Sample Agreement. All terms and conditions of the Agreement are non-negotiable.

## Insurance Requirements

Prior to the City's execution of the Agreement, Consultant will need to provide the following insurance:

**Workers' Compensation Insurance.** Consultant certifies that Consultant 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.

**Commercial General Liability and Automobile Insurance** in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000. Consultant'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.

**Errors and Omissions Insurance.** Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

**Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

**PLEASE SEE THE SAMPLE AGREEMENT FOR INFORMATION ON INSURANCE REQUIREMENTS.**

**DESIGN-BUILD AGREEMENT  
FOR  
[NAME OF PROJECT]**

**(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 [DESIGN BUILD ENTITY’S NAME, business entity type, mailing address], State Contractor’s License No. \_\_\_\_\_, (“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 [Name of Project] located at \_\_\_\_\_ Riverside, CA, [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. XXXX;
- (2) Addenda with later Addenda having priority over earlier Addenda issued as follows:  
Addendum No. \_\_\_\_\_, issued, \_\_\_\_\_ 20XX;
- (3) Design-Build Entity’s Proposal dated \_\_\_\_\_ 20XX;
- (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 \_\_\_\_\_ Dollars (\$) 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) 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 \_\_\_\_\_ ( ) working 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 \_\_\_\_\_ Dollars (\$\_\_\_\_\_). 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.

[ADD 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.

**[ADD 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.

**[use 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.

[ADD 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.

**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](http://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

\_\_\_\_\_  
Director

3900 Main Street

Riverside, CA 92522

Design-Build Entity

Name of Company

Contact

Address

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 and Attorneys' Fees.** 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. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed all parties shall bear their own attorneys' fees.

**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  
charter city and municipal corporation

INSERT NAME OF DESIGN-BUILD  
ENTITY, [Type of Entity]

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

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

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

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

APPROVED AS TO FORM:

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

**Exhibit "A"**

**WORKERS' COMPENSATION CERTIFICATION**

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

DATED: \_\_\_\_\_

**INSERT DESIGN-BUILD ENTITY'S  
NAME**

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