

Bid No. 7430

All Prospective Vendors submitting a bid must be subscribed to the listing for the bid prior to the bid opening. If the Vendor is not listed on the Electronic Bidders List the bid package will not be considered or accepted. Only bids 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.

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Bids are to be submitted to the Purchasing office located on the 6<sup>th</sup> floor of City Hall, 3900 Main Street, Riverside, CA no later than September 1, 2016 before 2:00pm. The time and date are fixed and extensions will not be granted. Bids not received before the bid event time will not be accepted.

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Reminder: Bid documents are to be submitted via hard copy ONLY. Line Items are to be submitted electronically via the bidding website. NO hard copy line items 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 (Bid No. 7430)  
3900 Main Street  
Riverside CA 92522

Bid No.: 7430  
Due: 09/01/2016  
Before: 2:00pm  
Project: Installation of Certified & Engineered Wood Playground Chips



REQUEST FOR BIDS

**BID NO. 7430**

DUE: Before 2:00 P.M.

DATE September 1, 2016

**Delivery and Pneumatic Installation of Certified & Engineered  
Wood Playground Chips for Playgrounds in Various City Parks**

The City of Riverside Parks, Recreation and Community Services Department has determined bidders shall hold a valid Class “A” or a Class “C-27” State of California Contractor’s license in good standing.

**BID BOND OR CASHIERS CHECK  
IS REQUIRED WITH THIS BID**

**All Bid Line Items are to be submitted electronically via the City’s bidding website, all other information and documents are due via hard copy prior to the bid event time. Bidding will close exactly at the time set forth in the Notice Inviting Bid. All Prospective Vendors submitting a bid must submit a signed and notarized original bid bond before Bid Event time.**

All applicable forms required to be completed per the bid documents, shall be submitted as part of the bid response prior to bid event date and time. **Additional documents to be submitted may include but are not limited to a Non-Collusion Declaration, a Standards Acknowledgment and Subcontractors List, including Subcontractor name, license, description, and dollar value of work to be performed, shall be submitted via the supplied forms. Pricing for individual line items may only be submitted electronically, hard copies will be ignored. Subcontractor information must be accepted as a viable bid.**

**BID BOND NOT RECEIVED PRIOR TO THE HOUR INDICATED WILL BE REJECTED.**

Proposal Bonds not received prior to the time and the date set forth in the Notice Inviting Bids, shall be declared late. The bidder shall have sole responsibility for its timely submittal.

Proposal Guaranty in the form of a Cashier’s check or Certified check must be submitted to the Purchasing Services Manager, at 3900 Main Street, Riverside, CA 92522, prior to the hour and the date stated above.

# BID NO. 7430

## CITY OF RIVERSIDE NOTICE INVITING BIDS

### **Delivery and Pneumatic Installation of Certified & Engineered Wood Playground Chips for Playgrounds in Various City Parks**

The City of Riverside Parks, Recreation and Community Services Department has determined bidders shall hold a valid Class "A" or a Class "C-27" State of California Contractor's license in good standing.

**Bid due date:** September 1, 2016, Before 2:00 P.M.

**Place:** Submit Bid Bond along with all other required documents to the Purchasing Division at: 3900 Main Street, Riverside, CA 92522. Proposal Guaranty in the form of a Cashier's check or Certified check must be submitted to the Purchasing Services Manager, at 3900 Main Street, Riverside, CA 92522, prior to the hour and the date stated above.

Vendors must subscribe at the following website in order to download plans, specifications, and be placed on the electronic bidders' list as well as to receive addendums and notifications when issued.

<http://www.riversideca.gov/bids>

All bidders and sub-bidders will be required to comply fully with the following: 1) City of Riverside Resolution No. 13346, and subsequent amendments thereto specifying the current prevailing rate of per diem wages for each craft, classification or type of workman, which schedules are on file in the State of California web site address [www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD) 2) Successful bidder will obtain City of Riverside Business Tax Certificate, if they do not already hold one.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the contractor will be permitted to substitute those securities set forth in said sections for any monies withheld to ensure performance of the contract.

A proposal guarantee in the form of a Bid Bond in the amount of 10% of the total bid must be submitted prior to the hour and the date stated above. Proposal Guarantee in the form of a Cashier's check or Certified check must be submitted to the Purchasing Services Manager, at 3900 Main Street, Riverside, CA 92522, prior to the hour and the date stated above.

Bid prices shall be firm for 90 days from date of proposal opening to permit staff evaluation and City Council award. Upon award, prices quoted will be in effect for the term of the contract.

The City Council reserves the right to waive any irregularities or informalities and further reserves the right to reject any or all bids.

ART TORRES, C.P.M.  
Purchasing Services Manager



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**CITY OF RIVERSIDE**  
**FINANCE/PURCHASING DIVISION**  
3900 Main Street, Riverside, CA 92522

**INSTRUCTIONS AND CONDITIONS**

**IMPORTANT**

**ALL BID ITEMS MUST BE SUBMITTED ELECTRONICALLY. BID PROPOSAL GUARANTY AND SUPPORTING DOCUMENTS MUST BE SUBMITTED IN HARD COPY TO THE PURCHASING DIVISION. BID PROPOSAL GUARANTY AND SUPPORTING DOCUMENTS NOT SUBMITTED AND TIME STAMPED BEFORE THE HOUR INDICATED WILL BE REJECTED. IN THE EVENT THE BID SECURITY IS IN THE FORM OF A CASHIER'S CHECK, SAID CHECK MUST BE DELIVERED TO PURCHASING SERVICES MANAGER AT 3900 MAIN STREET, RIVERSIDE, CA 92522 BEFORE THE DEADLINE TO SUBMIT THE BID.**

**WE ARE PLEASED TO ISSUE THE ENCLOSED BID SPECIFICATIONS FOR YOUR CONSIDERATION**

1. Bids will be rejected unless prices are submitted via the bidding website and all items are accounted for.
2. The City of Riverside, Purchasing Division, will not honor any explanation or change in the bid documents unless a written addendum has been issued.
3. All bids must identify bidder's firm name and be submitted by a responsible officer or employee.
4. The City Council reserves the right to reject any and all proposals and to waive any informalities related thereto.
5. It is the intention of the City of Riverside to evaluate and make recommendation for award as indicated; however, the City does reserve the right to increase or decrease quantities or to remove items before award to remain within the limitations of the availability of approved funds. The apparent low Bidder will be notified prior to recommendation for award if such adjustments are deemed necessary.
6. Our public bid openings occur online at [www.rivesideca.gov/bids](http://www.rivesideca.gov/bids) and results are available instantly.
7. Prices quoted by the Bidder shall be exclusive of Federal Excise taxes pursuant to exemption of political subdivisions of a State by Federal Law.
8. Prices quoted by the Bidder shall mean total cost to the City, F.O.B. delivered to Riverside.

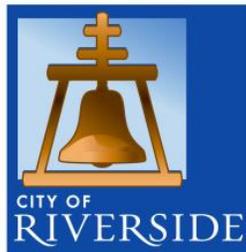
ART TORRES, C.P.M.  
Purchasing Services Manager

# **Bid No. 7430**

## PROJECT SPECIFICATIONS

for

# Delivery and Pneumatic Installation of Certified & Engineered Wood Playground Chips for Playgrounds in Various City Parks



*City of Arts & Innovation*

Prepared by

PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT  
PARKS DIVISION

Issued By

Purchasing Services Manager  
3900 Main Street  
Riverside, California 92522

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## **SPECIAL PROVISIONS**

**INTRODUCTION:** The format of these Special Provisions follows that of the 2015 Edition of the "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" which is, by reference, included within the Contract Documents of this project. (See Section 2-5.1.1 herein.) These Special Provisions supplement, modify and take precedence over the Standard Specifications. The Standard Specifications are hereby amended and supplemented as follows:

### **PART 1 GENERAL PROVISIONS**

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

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

<b>Agency/City or State</b>	The City of Riverside.
<b>Board</b>	The City Council of the City of Riverside.
<b>City</b>	The City of Riverside, California, and includes any official of City authorized to act for City. Sometimes referred to as Agency or Owner.
<b>City Approved Equal</b>	Shall mean products and/or materials that have been submitted to the Parks Division Representative for review and approval, and have been determined to be equal to such products or materials as specified, as verified in writing to Contractor, contingent upon the installed performance meeting or exceeding that of the specified product and/or material.
<b>City's Official Address</b>	Parks, Recreation & Community Services Department, 3900 Main Street, Riverside, California 92522.
<b>Contract Documents</b>	The Accepted Bid, the Agreement, Proposal, the Performance and Payment Bonds, the Non-Collusion Affidavit, the Project Specifications, the Appendices to the Project Specifications, and all Field and Change Orders issued during construction.
<b>Director</b>	Director of Parks, Recreation and Community Services for the City of Riverside.
<b>Final Acceptance</b>	That stage of construction which allows the City to accept the Project as completed in accordance with the Plans and Specifications (No construction work or Punch List items remaining uncompleted or unresolved).
<b>Parks Department Representative</b>	An authorized representative of City assigned by the Parks, Recreation and Community Services Director to make inspection of the Work performed by and materials supplied and/or installed by Contractor.
<b>Parks Superintendent</b>	The Parks Superintendent for the City of Riverside.
<b>Project</b>	The Work contemplated by the Contract Documents as well as

other collateral work as needed to complete the Work.

**Punch List**

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

**Work**

That which is proposed to be constructed or done under the Contract or permit, including the furnishing of all labor, materials, equipment, Record Drawings, guarantees and payroll records.

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

**2-1 AWARD AND EXECUTION OF CONTRACT**

**2-1.1 Scope of Project.** The Work to be done, in general, consists of furnishing all labor, materials, equipment, and incidentals, unless otherwise specified, to construct the Work and complete the Contract in compliance with the Plans and Specifications and to the satisfaction of the Director.

The Work shall include but is not necessarily limited to, the stated contents of any given section, and is subject to all the provisions of the General Conditions, the Special Provisions, and the Project Specifications.

**2-1.1a Furnish, deliver and install certified playground wood chips at Bergamont Park (Base Bid Item I-A).** The scope of work for this bid item shall include all Work shown on the Plans and all Work described in the Specifications. The Work shall generally consist of, but is not necessarily limited to the following:

- Protect in place all existing playground and site improvements;
- Delivery and pneumatic (blown-in) installation of playground woods chips. No other installation method will be accepted;
- Repairs to any turf damage and/or irrigation systems that may occur during the course of the work;
- Clean-up; and
- Replacements, repairs, guarantees, certifications, and warranty work.

**2-1.1b Furnish, deliver and install certified playground wood chips at Castlevue Park (Base Bid Item I-B).** The scope of work for this bid item shall include all Work shown on the Plans and all Work described in the Specifications. The Work shall generally consist of, but is not necessarily limited to the following:

- Protect in place all existing playground and site improvements;
- Delivery and pneumatic (blown-in) installation of playground woods chips. No other installation method will be accepted;
- Repairs to any turf damage and/or irrigation systems that may occur during the course of the work;
- Clean-up; and
- Replacements, repairs, guarantees, certifications, and warranty work.

**2-1.1c Furnish, deliver and install certified playground wood chips at Collett Park (Base Bid Item I-C).** The scope of work for this bid item shall include all Work shown on the Plans and all Work described in the Specifications. The Work shall generally consist of, but is not necessarily limited to the following:

- Protect in place all existing playground and site improvements;
- Delivery and pneumatic (blown-in) installation of playground woods chips. No other installation method will be accepted;
- Repairs to any turf damage and/or irrigation systems that may occur during the course of the work;
- Clean-up; and
- Replacements, repairs, guarantees, certifications, and warranty work.

**2-1.1d Furnish, deliver and install certified playground wood chips at Doty-Trust Park (Base Bid Item I-D).** The scope of work for this bid item shall include all Work shown on the Plans and all Work described in the Specifications. The Work shall generally consist of, but is not necessarily limited to the following:

- Protect in place all existing playground and site improvements;
- Delivery and pneumatic (blown-in) installation of playground woods chips. No other installation method will be accepted;
- Repairs to any turf damage and/or irrigation systems that may occur during the course of the work;
- Clean-up; and
- Replacements, repairs, guarantees, certifications, and warranty work.

**2-1.1e Furnish, deliver and install certified playground wood chips at Fairmount Park (Base Bid Item I-E).** The scope of work for this bid item shall include all Work shown on the Plans and all Work described in the Specifications. The Work shall generally consist of, but is not necessarily limited to the following:

- Protect in place all existing playground and site improvements;
- Delivery and pneumatic (blown-in) installation of playground woods chips. No other installation method will be accepted;
- Repairs to any turf damage and/or irrigation systems that may occur during the course of the work;
- Clean-up; and
- Replacements, repairs, guarantees, certifications, and warranty work.

**2-1.1f Furnish, deliver and install certified playground wood chips at Hunter Hobby Park (Base Bid Item I-F).** The scope of work for this bid item shall include all Work shown on the Plans and all Work described in the Specifications. The Work shall generally consist of, but is not necessarily limited to the following:

- Protect in place all existing playground and site improvements;
- Delivery and pneumatic (blown-in) installation of playground woods chips. No other installation method will be accepted;
- Repairs to any turf damage and/or irrigation systems that may occur during the course of the work;
- Clean-up; and
- Replacements, repairs, guarantees, certifications, and warranty work.

**2-1.1g Furnish, deliver and install certified playground wood chips at Patterson Park (Base Bid Item I-G).** The scope of work for this bid item shall include all Work shown on the Plans and all Work described in the Specifications. The Work shall generally consist of, but is not necessarily limited to the following:

- Protect in place all existing playground and site improvements;
- Delivery and pneumatic (blown-in) installation of playground woods chips. No other installation method will be accepted;
- Repairs to any turf damage and/or irrigation systems that may occur during the course of the work;
- Clean-up; and
- Replacements, repairs, guarantees, certifications, and warranty work.

**2-1.1h Furnish, deliver and install certified playground wood chips at Rancho Loma Park (Base Bid Item I-H).** The scope of work for this bid item shall include all Work shown on the Plans and all Work described in the Specifications. The Work shall generally consist of, but is not necessarily limited to the following:

- Protect in place all existing playground and site improvements;
- Delivery and pneumatic (blown-in) installation of playground woods chips. No other installation method will be accepted;
- Repairs to any turf damage and/or irrigation systems that may occur during the course of the work;
- Clean-up; and
- Replacements, repairs, guarantees, certifications, and warranty work.

**2-1.1i Furnish, deliver and install certified playground wood chips at Rutland Park (Base Bid Item I-I).** The scope of work for this bid item shall include all Work shown on the Plans and all Work described in the Specifications. The Work shall generally consist of, but is not necessarily limited to the following:

- Protect in place all existing playground and site improvements;

- Delivery and pneumatic (blown-in) installation of playground woods chips. No other installation method will be accepted;
- Repairs to any turf damage and/or irrigation systems that may occur during the course of the work;
- Clean-up; and
- Replacements, repairs, guarantees, certifications, and warranty work.

**2-1.1j Furnish, deliver and install certified playground wood chips at Ryan Bonaminio Park (Base Bid Item I-J).** The scope of work for this bid item shall include all Work shown on the Plans and all Work described in the Specifications. The Work shall generally consist of, but is not necessarily limited to the following:

- Protect in place all existing playground and site improvements;
- Delivery and pneumatic (blown-in) installation of playground woods chips. No other installation method will be accepted;
- Repairs to any turf damage and/or irrigation systems that may occur during the course of the work;
- Clean-up; and
- Replacements, repairs, guarantees, certifications, and warranty work.

**2-1.1k Furnish, deliver and install certified playground wood chips at Taft Park (Base Bid Item I-K).** The scope of work for this bid item shall include all Work shown on the Plans and all Work described in the Specifications. The Work shall generally consist of, but is not necessarily limited to the following:

- Protect in place all existing playground and site improvements;
- Delivery and pneumatic (blown-in) installation of playground woods chips. No other installation method will be accepted;
- Repairs to any turf damage and/or irrigation systems that may occur during the course of the work;
- Clean-up; and
- Replacements, repairs, guarantees, certifications, and warranty work.

**2-1.1l Furnish, deliver and install certified playground wood chips at Thundersky Park (Base Bid Item I-L).** The scope of work for this bid item shall include all Work shown on the Plans and all Work described in the Specifications. The Work shall generally consist of, but is not necessarily limited to the following:

- Protect in place all existing playground and site improvements;
- Delivery and pneumatic (blown-in) installation of playground woods chips. No other installation method will be accepted;
- Repairs to any turf damage and/or irrigation systems that may occur during the course of the work;
- Clean-up; and
- Replacements, repairs, guarantees, certifications, and warranty work.

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

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

**2-1.3 Addenda.** Any addenda issued during the time of bidding shall 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.

**2-1.3.1 Interpretations.** No interpretation of the meaning of the specifications or other pre-bid documents will be made to any Bidder orally. This shall include any verbal request made during the job-walk. **All formal/official requests for information or for Contract Document interpretation shall be made in writing via electronic mail (addressed to Andrew Emery, Park Superintendent, at**

**aemery@riversideca.gov) and to be given consideration must be received at least seven (7) calendar days prior to the date fixed for the bid event.** Written communications should be submitted via 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 Bid 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.**

In lieu of mailing, the Parks Division will accept a fax or e-mail request for interpretation (Fax Number (951) 351-6069 Attn: Andrew Emery, e-mail [aemery@riversideca.gov](mailto:aemery@riversideca.gov)). Any and all such interpretations and any supplemental instructions will be in the form of electronic addenda e-mailed to prospective Bidders appearing on the Bidder's List not later than three days prior to the date fixed for the opening of bids. **Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his or her bid as submitted. All addenda so issued shall become part of the Contract Documents.**

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

All line items must be submitted electronically through the bidding website, no hard copy line items will be accepted. Failure to submit line items electronically will immediately cause a bid to be deemed non-responsive.

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/PublicWorks/PublicWorks.html>.

**2-1.4.1 Bid Submittal.** Subcontractor information and any necessary additional information must be submitted on the forms provided. All required documents such as the Non-Collusion Declaration and the Standards Acknowledgment and any bid security must be supplied as signed originals.

Please note that WITH THE EXCEPTION OF LINE ITEMS bid documents are accepted in hard copy only. Line items must be submitted electronically through the bidding website prior to the bid due day/time. Additional bid documents may be submitted by mail or in person but must be time stamped by the Purchasing office before the due day/time. NO HARD COPY LINE ITEMS WILL BE ACCEPTED. All packages must be addressed as follows:

Bidder's Name & Address

City of Riverside; Purchasing Dept.  
Attn: Art Torres (Bid No. 7430)  
3900 Main Street  
Riverside CA 92522

Bid No.: 7430  
Due: September 1, 2016  
Before: 2:00pm  
Project: Installation of Certified & Engineered Wood Playground Chips

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

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

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

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

If there is a reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in awarding the Contract. In order to comply with Public Contract Code Section 7106, a bidder shall certify to non-collusion when submitting the bid. The proposal provides this affidavit. Bidders acceptance of the "Terms and Conditions for Electronic Bidding" shall constitute bidders affirmation of non-collusion.

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

**2-1.7.1 Contractor's License.** The work requires a Class "A" (General Engineering) or a Class "C-27" (Landscaping) State of California Contractor's License. Contractor must have three years of experience under their current A or C-27 license and business name within the past three years.

All subcontractors must possess the appropriate State of California Contractor's License for their trade.

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

**2-1.8 Rejection of Proposals.** Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids uncalled for, incomplete proposals, erasures, or irregularities of any

kind; however, the City reserves the right to waive irregularities. The City also reserves the right to reject all proposals and shall not be liable for any expenses or costs incurred by bidders in preparing their proposals.

**2-1.9 Award of Contract.** The Contract, if awarded, will be to the lowest responsive and responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be within **ninety (90)** days after the opening of the proposals. The low bidder will be determined based on the aggregate total amount bid for the base bid items (Items I-A through I-L). Once the low bidder is determined, the City will award a contract on the basis of the various Bid Items, alone or in any combination with Additive/Alternate Bid Items. In order to be considered responsive, Bidder must submit a bid for all items.

The City reserves the right to: (1) select additives, if applicable; (2) increase or decrease scope of the Project; and (3) award or not award the contract as is in the best interest of the City and as necessary to stay within the limitations of available and approved funding.

Prior to the award of the Contract, if requested, the Contractor shall submit to the City a financial statement and resume of previous work of a similar nature.

For contracts under \$50,000, bids will not be submitted to the City Council and the award will be made informally by the Purchasing Services Manager.

**2-1.10 Execution of Contract Agreement.** The Agreement (a sample of which is attached to these Special Provisions) shall be signed by the successful Bidder in duplicate counterpart and returned, together with the performance and payment bonds and insurance documents, within ten (10) calendar days from the date City mails, or by other means delivers, the Contract Documents to Contractor. The signed agreement and all other required documentation shall be mailed to the City of Riverside, Parks Division at 3900 Main Street, Riverside, California 92522. No Contract shall be binding upon City until the documents have been completely executed by the Contractor and the City and approved by the City Attorney.

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

**2-1.11 Return of Proposal Guaranties.** Within ten (10) days after the award of the Contract, the City Clerk will return all the original proposal guaranties which are not to be further considered in making the award. All other proposal guaranties will be held until the Contract Documents have been fully executed, after which all proposal guaranties, except those forfeited, will be returned to the respective bidders.

**2-1.12 Bid Protest Procedures.** Protestant may file a written protest with the City's Purchasing Services Manager no more than five calendar days following the posting of bid results on the City's website. The written protest must set forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and arguments in support of the grounds for the protest. All factual contentions must be supported by competent, admissible and credible evidence. Any matters not set forth in the written protest shall be deemed waived. Any protest not conforming to this procedure shall be rejected as invalid.

The Purchasing Services Manager shall review the merits and timeliness of the protest and issue a written decision to the Protestant within 7 calendar days of receipt of the protest. The decision of the Purchasing Services Manager may be appealed to the CFO.

The Protestant may appeal the decision of the Purchasing Services Manager to the CFO by filing a letter of appeal within 10 calendar days of the date of the Purchasing Services Manager's decision. The letter of appeal should be addressed to the CFO and shall set forth, in detail, all grounds for the appeal, including without limitation all facts, supporting documentation, legal authorities and arguments in support of the grounds for the appeal. All factual contentions must be supported by competent, admissible and credible evidence. Any matters not set forth in the letter of appeal shall be deemed waived. Any letter of appeal not conforming to this procedure shall be rejected as invalid.

The CFO shall review the merits and timeliness of the letter of appeal and issue a written decision to the Protestant within 14 calendar days of receipt of the letter of appeal. The decision of the CFO is final. However, this decision is reviewable under California Code of Civil Procedure Section 1094.5 et seq. The time in which judicial review of the decision must be sought shall be governed by California Code of Civil Procedure Section 1094.6 or as such section may be amended from time to time.

The Protestant may appeal the decision of the CFO to the appropriate federal agency in accordance with its established appeal procedures when the subject project is federally funded.

## **2-2 ASSIGNMENT**

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

## **2-3 SUBCONTRACTS**

**2-3.2 Additional Responsibility.** There are no items designated as "Specialty Items" in this project.

**2-3.4 Prompt Payment to Contractors.** The prime Contractor shall pay each subcontractor under the prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City.

## **2-4 CONTRACT BONDS**

Performance and Payment Bonds are required for contracts \$25,000 and over. 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.

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

**2-5.1.1 Standard Specifications.** The work embraced herein shall be done in accordance with the provisions of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2015 Edition, written by Public Works Standards, Inc., insofar as the same may apply, which specifications are hereinafter referred to as the Standard Specifications, and as modified herein. Said Standard Specifications shall not apply to Part 7 of these Special Provisions. The work performed under Part 7 of these Special Provisions shall be done in accordance with the State Standard Specifications and the State Standard Plans.

Where reference is made to the "Standard Plans", the City of Riverside "Standard Drawings for Construction" shall apply.

**2-5.3.2 Working Drawings.** Working drawings, when required, need not be reproducible unless specified herein. A minimum of four copies shall be submitted for approval by the Parks Department Representative.

**2-5.3.3 Shop Drawings.** Shop drawings, when required, need not be reproducible unless specified herein. A minimum of four copies shall be submitted for approval by the Parks Department Representative.

**2-10 AUTHORITY OF BOARD AND PARKS DEPARTMENT REPRESENTATIVE.**

The Board has the final authority in all matters affecting the Work. Within the scope of the Contract, the Parks Department Representative has the authority to enforce compliance with the Specifications. The Contractor shall promptly comply with instructions from the Parks Department Representative.

**2-11 INSPECTION**

**2-11.1 Inspection Scheduling.** Inspection will be provided based on regular eight-hour working days, Monday through Friday, excluding City holidays, generally from 7:00 AM to 3:30 PM (including 30 minutes for lunch). When the Contractor's operations or public safety requires inspection beyond the regular eight-hour working days, the cost of the additional inspection shall be borne by the Contractor and shall be deducted from any payments due the Contractor.

If and when the Contractor wishes to perform any work which would require inspection beyond the regular eight-hour working days, the Contractor shall submit a written request to the Parks Department Representative no less than two working days before the planned start of such work.

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

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

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

**2-11.3 Inspection by Parks Department Representative.** The Contractor shall notify the Parks Department Representative at least 24 hours in advance for any permanent concealment of any materials or work. If any work is concealed or performed without the prior notice specified above, then the Work shall be subject to such tests or exposure as may be necessary to prove to the Parks Department Representative that the materials used and the Work done are in conformance with the Plans and Specifications. All labor and equipment necessary for exposing and testing shall be furnished by the Contractor, at Contractor's expense. The Contractor shall replace at Contractor's own expense any Work damaged by exposure or testing. Time delays as a result of such exposing and testing shall not constitute justification for a time extension.

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

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

**3-1.1 General.** Changes in specific methods of construction may be made at the Contractor's request when approved in writing by the Parks Department Representative.

Changes in the Project Plans and Specifications, requested in writing by the Contractor, which do not materially affect the Work and which are not detrimental to the Work or to the interests of the City, may be granted by the City to facilitate the Work, when approved in writing by the Parks Department Representative. (Note: Any changes made to the Project Plans and/or Specifications shall be made in accordance with the rules and regulations set forth in The California Code of Regulations Title 24, 2001 Edition, Part 1 Building Standards Administrative Code).

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

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

**3-2.1 General.** The City may change the Project Plans, Specifications, character of the Work, or quantity of the Work provided that the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed those amounts authorized by City of Riverside Resolution No. 21182. Should it become necessary to exceed these limitations, the change shall be by written Supplemental Agreement between the Contractor and City, and approved by the City Council.

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

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

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

**3-3.2.1 General.** When the price for the extra work cannot be agreed upon, the City will pay for the extra work as provided in Subsections 3-3.2.2 and 3-3.2.3 as amended herein. The labor, materials and equipment used in the performance of such work shall be subject to the approval of the Parks Department Representative.

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

- (a) Labor. The Contractor will be paid the cost of labor for the workers (including foremen when authorized by the Parks Department Representative) used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor, or other forces, will be based upon the actual paid wages plus a labor surcharge as specified herein.

Labor Surcharge - To the actual wages, as defined above, will be added a labor surcharge set forth in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" which is in effect on the date the work is performed. Copies of the "Labor Surcharge and Equipment Rental Rates" publication are available from:

Caltrans Publications  
1900 Royal Oaks Drive  
Sacramento, CA 95815

- (b) Materials. Not amended.

- (c) Tool and Equipment Rental. The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" which is in effect on the date upon which the work is performed. These rental rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage,

insurance, and all incidentals. Move in and out or minimum charges, other than the hourly rate, shall not apply to equipment available from the work force already on the job site.

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

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

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

Copies of the "Labor Surcharge and Equipment Rental Rates" publication are available online at: <http://www.dot.ca.gov/hq/construc/equipmnt.html>.

### **3-3.2.3 Markup.**

- (a) **Work by Contractor.** A markup of 10 percent shall be added to the Contractor's costs for labor, materials, and equipment rentals and shall constitute the markup for all overhead and profits. In addition to this markup, 1 percent shall be added to the Contractor's costs as compensation for bonding.
- (b) **Work by Subcontractor.** When any of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) of these Special Provisions shall be applied to the Subcontractor's costs as determined under 3-3.2.2. An additional 3 percent markup shall be added to the final Subcontractor's cost, which constitutes reimbursement for all the Contractor's administrative costs, including overhead.

**3-3.3.1 Daily Reports for Extra Work.** The daily report specified in Section 3-3.3 of the Standard Specifications shall include only that work which is included in the Contractor's claim for extra work.

## **3-4 CHANGED CONDITIONS**

Section 7104 of the Public Contract Code requires the following provisions for any project, which involves digging trenches or other excavations that extend deeper than four feet below the surface. These following provisions are hereby extended to apply to all public works projects:

- a) The Contractor shall promptly, and before the following conditions are disturbed, notify the Parks Department Representative, in writing, of any:
  - 1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of law;
  - 2. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; and
  - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

- b) In response to the Contractor's written notice, the Parks Department Representative shall promptly investigate the conditions, and if the Parks Department Representative finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract.
- c) In the event that a dispute arises between the Parks Department Representative and the Contractor, whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

### **3-5 DISPUTED WORK**

In any case where the Contractor believes extra compensation is due the Contractor for work or materials not clearly covered in the Contract, or not ordered by the Director as "extra work", the Contractor shall notify the Director in writing of the Contractor's intention to make claim for such extra compensation before the Contractor begins the work on which Contractor bases the claim. If such notification is not given, or the Director is not afforded proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor shall be deemed to have waived the claims for such extra compensation. Such notice by the Contractor, and the fact that the Director has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. The validity of the claim must be determined by the Director. If the Director determines that the claim is well founded, it shall be allowed and paid for as "extra work"; if the Director determines that the claim is not well founded, it shall be disallowed and not paid.

### **3-6 UNAUTHORIZED WORK**

Work done beyond the lines and grades shown on the Plans, work done in the absence or without the knowledge of the Director or any alleged extra work done without the City's written authorization, will be considered as unauthorized and at the expense of the Contractor and will not be measured or paid for by the City. The Contractor may be required to remove such unauthorized work at no expense to the City, as determined by the Director.

### **3-7 NOTICE OF POTENTIAL CLAIM**

The Contractor shall not be entitled to the payment of any additional compensation or extension of time unless the Contractor has given the Parks Department Representative a written Notice of Potential Claim as required herein. Compliance with this Section 3-7 shall not be a prerequisite as to matters within the scope of the protest provisions in Section 6-7, "Time of Completion," or the notice provisions in Section 3-4, "Changed Conditions," nor to any claim which is based on differences in measurements or errors of computation as to Contract quantities.

Contractor shall submit the written Notice of Potential Claim to the Parks Department Representative prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation and/or time.

Contractor's written Notice of Potential Claim shall be submitted on the appropriate form furnished by the City, and shall be certified with reference to the California False Claims Act, Government Code Sections 12650 - 12655. The notice shall set forth the justification for the additional compensation, as well as a breakdown of the estimated costs. Within 15 calendar days of completing the affected work, the Contractor shall submit substantiation of the Contractor's actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of the Notice of Potential Claim.

The intention of this section is to bring differences between the parties to the attention of the Parks Department Representative as early as possible, in order to expedite resolution. Contractor waives its right to any additional compensation and/or extension of time for any claim not submitted in accordance with this section.

Upon request by City, Contractor shall make available for inspection and copying, any and all documents or records in Contractor's possession which pertain to the potential claim.

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

### **4-1 MATERIALS AND WORKMANSHIP**

**4-1.1 General.** Any inspection or verbal approval by any representative or agent of City will not relieve Contractor of the responsibility to incorporate in the Work only the materials and quality of workmanship which conform to the Specifications, as modified by change orders, supplemental agreements, approved revisions to the Project Plans and/or Specifications, all as issued in writing, and which conform to all applicable codes.

**4-1.1.1 Suppliers Sources.** The Contractor shall notify the Parks Department Representative in writing within 5 days after City approval of the Contract of the proposed suppliers and sources for material to be incorporated into the project.

**4-1.4.1 Materials and Conditions to be Tested.** The Contractor shall be responsible for controlling the quality of the material entering the work and of the work performed, and shall perform testing as necessary to ensure control. The test methods used for quality control testing shall be as determined by the Contractor. The results of the testing shall be made available to the Parks Department Representative upon request. These tests are for the Contractor's use in controlling the work and will not be accepted for use as acceptance tests.

Full compensation for performing quality control tests and making the results available to the Parks Department Representative shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

The City may perform quality assurance testing at the discretion of the Parks Department Representative. The Contractor shall provide reasonable access and time to the Parks Department Representative to perform quality assurance testing. The cost of retesting any portion of the work or materials, which have failed the initial quality assurance test taken by the City, shall be borne by the Contractor.

#### **4-1.6.1 Add new subsection 4-1.6.1 to read:**

**4-1.6.1 Proposed Substitutions.** Products and equipment proposed for substitution as "equals" to the products and equipment specified are subject to the written approval of the Parks Department Representative. Substitution proposals must be submitted prior to contract award.

After bid opening, Bidders being further considered shall submit all substitution proposals fully documented for consideration within five (5) working days after the bid opening. Submittal of substitution proposals more than five (5) working days after bid opening may be grounds for rejection of the proposal on the basis of late submission, at the discretion of the Parks Department Representative. Bidders being further considered shall also submit catalog cuts and specification information on the materials and/or equipment as specified for the Contract. Documentation shall be sufficient to allow for a thorough comparative check of the proposed substitution vs. the specified item.

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

Bidders being further considered shall submit two (2) copies of materials documentation, including equipment brochures, parts lists and material specifications, for all proposed substitutions and the respective specified item; the documentation shall be indexed with job title.

**Proposed substitutions will not be evaluated until after award of the Contract. Award of the Contract and Bidders' bids are to be based on items as specified.** Within ten (10) calendar days following contract award, City will evaluate the proposed substitutions and shall advise Contractor whether such substitution is approved or not. Reference in the Project Specification to specific manufacturers and model numbers is intended to establish the standards required for the various materials and equipment. Substitutions may be approved if it is determined by the Director that the materials and/or equipment proposed are at a minimum equal to the specified material and/or equipment in all terms including quality, performance, appearance, durability, method of operation, etc. Should equipment of other manufacturers be approved and used, Contractor shall make all changes in the Work, all at no additional cost to City and no change in contract time.

In making requests for substitution, Contractor represents:

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

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

#### **4-1.6.2 Add new subsection 4-1.6.2 to read:**

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

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

### **5-1 LOCATION**

**5.1.1 Utilities.** Refer to the approved set of Plans and/or Specifications for specific locations and sizes of utilities which will be required for this project.

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

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

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

### 6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. Modify section in its entirety to read:

**6-1 Construction Schedule and Commencement of Work.** A construction schedule is required. Contractor shall prepare a preliminary schedule in a manner to reflect Contractor's equipment and planned operations. Contractor shall then submit this written work schedule to the Parks, Recreation and Community Services Department at the preconstruction conference. The Parks Department Representative will review and, if acceptable, approve Contractor's proposed schedule. This approved schedule shall be used to track the Project's progress during construction. Failure to submit a schedule, and obtain approval of same, may delay issuance of the Notice to Proceed. Variation from the approved schedule shall only be as authorized by City in writing.

Within the written schedule various tracking dates for completion of various items are to be identified. If as the Work progresses any of these tracking dates are missed, Contractor agrees to accelerate the Work as necessary to bring the Project back within schedule upon being requested by the Parks Department Representative to do so. Contractor shall not shorten or delete specified cure times, or omit portions of the Work, such as weed control measures or other such items, in order to bring the Project back within schedule unless such measures are mutually agreed to by the Parks Department Representative and Contractor and the Parks Department Representative's written authorization is obtained prior to deletion of any of the Work.

The contract time shall commence on the date specified in the Notice to Proceed. If the total contract time as provided in Special Provisions Section **6-7 TIME OF COMPLETION**, subsection **6-7.1.1 Specified Contract Time**, is 30 calendar days or less, then Contractor shall commence the Work within 5 calendar days after the commencement date specified in the Notice to Proceed; if greater than 30 calendar days, then the Work shall commence within 15 calendar days after the commencement date specified in the Notice to Proceed.

Failure to submit a schedule as specified shall be considered as noncompliance with the terms of the Contract and is subject to the provisions of Section **6-4 DEFAULT BY CONTRACTOR**, of the Standard Specifications.

### 6-3 SUSPENSION OF WORK

**6-3.3 Stage III Smog Episode.** No work shall be done on a day for which a Stage III smog episode is forecast as defined by the Air Quality Management District (AQMD). The Contractor will not be entitled to any delay damages for such a suspension, but an automatic time extension will be granted. When AQMD predicts that a Stage III episode level will be reached the following day, an announcement containing the specifics will generally be provided by 2 p.m. on the day the prediction is made.

### 6-7 TIME OF COMPLETION

**6-7.1.1 Specified Contract Time.** The Contractor shall complete the work within sixty (60) calendar days after the commencement date specified in the Notice to Proceed.

**6-7.2 Working Day.** *Replace Section 6-7.2 with the following:*

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

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

When, in the judgment of the Parks Department Representative or Parks Superintendent, the work has been completed in accordance with the Plans and Specifications and is ready for final acceptance, the Parks Department Representative or Parks Superintendent may accept the work as complete. Upon acceptance of the work, the Parks Department Representative or Parks Superintendent will notify the City Clerk and the City Attorney

of the completion thereof, and the City Clerk will file a Notice of Completion with the County Recorder. The date of the Parks Department Representative or Parks Superintendent acceptance of the work will be the date when the Contractor is relieved from responsibility to protect and maintain the work. The warranty period of the Work shall commence on the date the Notice of Completion is filed with the County Recorder.

## **6-9 LIQUIDATED DAMAGES**

Liquidated damages shall be assessed in the amount of **\$100 per calendar day** that exceeds the number of calendar days designated for this Contract under Section 6-7, Time of Completion.

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

### **7-2 LABOR**

**7-2.2 Laws.** *Supplement Section 7-2.2 with the following:*

**7-2.2 Laws.** A schedule of prevailing wage rates as published by the California Department of Industrial Relations for the types of work to be done under these Special Provisions is on file in the office of the City Clerk, City Hall, 3900 Main Street, Riverside, which schedule is available online at [www.dir.ca.gov](http://www.dir.ca.gov). The Contractor and all subcontractors shall pay not less than these rates.

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

Contractor and all subcontractors shall comply with all applicable Federal and State labor provisions, including but not limited to the payment of California minimum wage.

If applicable, Contractor shall comply with the provisions of the California Labor Code, Division 2, Part 7, Chapter 1, applicable to the payment of prevailing wages for those classifications designated by the Department of Industrial Relations.

**7-2.3 Certified Payrolls.** *Add a new Section 7-2.3 as follows:*

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

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

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

## 7-3 LIABILITY INSURANCE

### 7-3.1 Insurance Requirements.

- a. Secure and Maintain Insurance. Prior to City's execution of the Agreement, Contractor shall secure, and shall thereafter maintain without lapse of coverage until completion of the Contract, such commercial general, automobile, and professional liability insurance as shall protect Contractor from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of Contractor, any Subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.
- b. Provide Certificates of Insurance. Prior to the City's execution of the Agreement, Contractor shall submit an original certificate of insurance to the Parks, Recreation and Community Services Department verifying the General Commercial Liability and Automobile Liability insurance in the required limits with the required provisions as stated below.
- c. Provide Additional Insured Endorsement. Prior to the City's execution of the Agreement, Contractor shall submit an Additional Insured Endorsement to the Parks, Recreation and Community Services Department. Contractor must use the attached Additional Insured Endorsement form provided by the City, or one that is substantially similar to and approved by the City Attorney [i.e. ISO CG 2010 (11/85)].
- d. Installation Floater Insurance. During the term of this contract, Contractor shall maintain in force, at its own expense, **Installation Floater** insurance covering contractor's labor, materials and equipment to be installed for completion of the work performed under this contract. Coverage shall be against all risks of direct physical loss including theft, but excluding earthquake and flood. The policy is to include the City of Riverside *as loss payee*. Coverage is to include materials while at the contractor's yard location, in transit, at any temporary storage location, and while at the jobsite during installation. The limit of insurance shall be equal to the full amount of the contract. The deductible shall not be more than \$10,000 per occurrence. Coverage shall be with a carrier that have an AM Best financial rating of A-VII or better.

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

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

- a. Commercial General Liability. Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001). This coverage shall include:
  - i. Manufacturers and Contractors liability,
  - ii. Broad form property damage in any case where the Contractor has any property belonging to the City in the Contractor's care, custody, or control,
  - iii. Owners and Contractors' protective liability,
  - iv. Blanket contractual liability,
  - v. Products and completed operations coverage, and
  - vi. Coverage for collapse, explosion, and excavation.
- b. Automobile Liability. Insurance Services Office Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto). This coverage shall include:
  - i. Coverage for owned, non-owned, and hired automobiles

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

- a. Commercial General Liability. One million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage, unless otherwise authorized by the City's Risk Manager, or his designee.

If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the work (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided by the City) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

- b. Automobile Liability. One million dollars (\$1,000,000) per occurrence for bodily injury (including death), and property damage for each accident/incident, unless otherwise authorized by the City's Risk Manager, or his designee.
- c. Professional Liability. Contractor shall ensure that any professional engineer(s) retained on its behalf to provide supplemental plans and engineering calculations required in conjunction with the Work, maintains professional liability insurance for the duration of the project. Such insurance shall be in the minimum amount of \$1,000,000 to protect City from claims resulting from the engineer(s) activities.
- d. No Limitation on Indemnification. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligation.

**7-3.5 Required Provisions.**

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

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

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

## **7-4 WORKERS' COMPENSATION / EMPLOYER'S LIABILITY INSURANCE**

**7-4.1 General.** The Contractor and all subcontractors shall insure (or be self-insured), under the applicable laws relating to workers' compensation insurance, all of their employees performing the work, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amending thereof.

### **7-4.2 Insurance Requirements.**

- a. Secure and Maintain Insurance. Prior to City's execution of the Agreement, Contractor shall secure, and shall thereafter maintain without lapse of coverage until completion of the Contract such workers' compensation and/or employer's liability insurance.
- b. Provide Certificates of Insurance. Prior to the City's execution of the Agreement, Contractor shall submit an original certificate of insurance, or self-insurance, to the Parks, Recreation and Community Services Department verifying that Workers' Compensation insurance is in effect in the required limits with the required provisions as stated below, or that Contractor is self-insured for such coverage.

If Contractor has no employees, a certified statement to that effect shall be submitted to the Parks, Recreation and Community Services Department, acknowledging that if Contractor does employ any person a certificate of insurance shall be submitted as provided in this section.

- c. Workers' Compensation Certification. Contractor shall comply with Labor Code Section 1861 by signing and filing the Workers' Compensation Certification, contained in the Contract Documents, with the City Attorney.

**7-4.3 Proper Insurance Company.** All worker's compensation/employer's liability insurance shall be issued by an insurance company or companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class VII or larger.

**7-4.4 Limits.** Statutory limits are required for Workers' Compensation. Employer's Liability shall be no less than one million dollars (\$1,000,000).

### **7-4.5 Required Provisions.**

- a. 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 Contract.

**7-4.6 Expiration, Cancellation or Material Change.** The policy shall not be canceled unless ten (10) days prior written notification of intended expiration, cancellation or material change has been given to the City of Riverside by certified or registered mail.

## **7-5 PERMITS**

**7-5.1 City Construction Permit.** No Work shall be started on City property until the Contractor has obtained the necessary permits. The Contractor shall obtain all permits and give all notices necessary and incident to the due and lawful prosecution of the Work and to the preservation of the public health and safety. Fees for permits obtained from the Planning Department shall be paid by the City. Notification of any other agencies including all Local, State or Federal shall be the responsibility of the Contractor. See also Section 6-8 Completion

and Acceptance for additional requirements related to inspections. It shall be the Contractor's responsibility to provide proof of licensing, Worker's Compensation Insurance, Business Tax Registration and "sign-onto" the permit

All costs associated with obtaining the required permits to complete the project will be included in contractor's lump sum price.

**7-5.2 Local Licenses.** The Contractor shall obtain and pay for all licenses necessitated by the Contractor's operations. Prior to starting any work, the Contractor shall be required to have a City of Riverside Business Tax Registration valid for the life of the Contract; subcontractors shall also have Business Tax Registrations valid for the time they are engaged in the work.

## **7-6 THE CONTRACTOR'S REPRESENTATIVE**

The superintendent is required to attend the Preconstruction Conference. The City may suspend the work if a superintendent is not present during construction.

## **7-7 COOPERATION AND COLLATERAL WORK. Add the following to the end of section 7-7:**

Simultaneous collateral work is expected to occur during the period of this Contract. Such collateral work may include the following:

1. Landscape maintenance activities.

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

**7-8.1.1 Cleanup and Dust Control.** The generation of dust shall be controlled as required by the Air Quality Management District. Grading activities shall cease during periods of high winds (greater than 25 MPH). Trucks hauling soil, dirt, sand or other emissive materials shall have their loads covered with a tarp or other protective cover as determined by the Parks Department Representative.

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

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

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

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

**7-8.6.1 General Requirements.** The Contractor must follow and implement the Best Management Practices (BMPs) required by the attachment to these Special Provisions titled "Best Management Practices for Typical Construction Activities".

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

**Sections 7-8.6.2 to 7.8.6.6** are intentionally left blank.

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

Any BMP required to protect storm water quality shall be installed within 24 hours of the time Contractor is notified by the Parks Department Representative or regulatory agencies to install such BMP's..

**7-8.7.1 Drainage Control.** Special attention is directed to possible flood hazards, and/or nuisance water such as irrigation and other runoff. The Contractor shall be responsible for all injuries or damages to any portion of the work and/or any private or public property occasioned by these causes and shall make good such injuries or damages at no cost to the City prior to the completion and acceptance of the work.

## **7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

The Contractor shall restore to its original condition without charge, any property not identified to be demolished that shall become damaged due to the operations of the Contractor or any of the Contractor's employees, agents or subcontractors.

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

Add new subsections 7-10.1.1 to read:

**7-10.1.1 Construction Fence.** Contractor shall provide temporary construction fencing to secure the entire Site from unauthorized entry. Construction fencing shall be 6' high chain link fence with tension wire top and bottom. Posts, gate frame and stiffener materials shall conform to the Standard Specifications Table **206-6.2. (A)**. Used posts and fabric are permissible provided the used materials are structurally sound and secure, and meet or exceed the standards. Fabric and Tension wires shall be tightly stretched. Fabric shall be minimum 9 ga. Fencing shall include lockable gates as necessary to provide for construction access. Contractor shall maintain the temporary construction fence in a secure condition throughout the Project's duration. Contractor shall also provide "No Trespassing" signs which specifically reference the applicable City ordinance (**R.M.C. # 9.04.300**), the applicable California Penal Code (**Sec. 602 K**), and the Police Department's telephone number (**951/787-7911**) at 100 foot intervals and notification signs, one each on each section of fence at sidewalk approach areas, to advise the public of the approximate date the site will be available for public use. Construction fencing shall remain in place until the resilient surfacing is fully cured; Contractor's removal of the fence is Contractor's guarantee that the resilient surfacing is fully cured in accordance with manufacturer's recommendations.

**7-10.4.5 Public Safety During Non-Working Hours.** Public safety at or in the affected vicinity of the jobsite is the Contractor's responsibility at all times. If, in the absence of the Contractor, the Parks Department Representative determines that an unsafe condition exists at or in the affected vicinity of the jobsite, the Parks Department Representative will endeavor to notify the Contractor to correct the unsafe condition. However, the Parks Department Representative reserves the right to direct City forces to perform any functions Parks Department Representative may deem necessary to ensure public safety. If such procedure is implemented the Contractor will bear all expenses incurred by the City. In all cases the judgment of the Parks Department Representative shall be final in determining whether or not an unsafe situation exists.

**7-10.4.6 Public Notification of Construction.** The construction schedule required under Section 6-1.1 of these Special Provisions shall allow ample "on-street" parking for affected people with a reasonable distance from their homes and businesses. Requests for changes to the schedule shall be submitted by the Contractor to the Parks Department Representative at least 48 hours prior to the scheduled operation to be changed.

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

"Temporary No Parking" signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. These signs shall read "Temporary No Parking Tow-Away CVC 22654 (d)". The signs shall be placed no

more than 100 feet apart on each side of the street and at shorter intervals if conditions warrant. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. All signs shall be removed within 24 hours after the effective date. If the date of closure is changed, the Contractor will be responsible for reposting the signs in accordance with the above requirements.

**7-10.5 Storage of Equipment and Material on Private Property.** If the Contractor wishes to store Contract equipment and material on private property, the Contractor may do so only pursuant to a written agreement with the legal owner of the affected property and shall submit a copy of the agreement to the Parks Department Representative prior to storing Contract equipment and material on the private property.

## **SECTION 8 --- FACILITIES FOR AGENCY PERSONNEL**

### **8-1 GENERAL**

Facilities for City personnel will not be required.

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

**9-2 LUMP SUM WORK.** *Modify the second paragraph of Standard Specifications Section 9-2 Lump Sum Work to read as follows:*

Within five calendar days following the bid opening date, Bidders being further considered by the City for award will be requested to submit detailed breakdowns of the costs for each Lump Sum Bid item to the Purchasing Services Manager. The breakdowns shall include as a minimum the line items shown in the Bid Proposal and will be used for further bid evaluation and progress payment purposes. The bid breakdown for each item shall equal the lump sum bid for that item and shall be in such form and sufficiently detailed as to satisfy the City that it correctly represents a reasonable apportionment of the lump sum bid.

### **9-3 PAYMENT**

**9-3.1.1 Payments.** *Add new subsection 9-3.1.1 to read:*

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

**9-3.2 Partial and Final Payment.** Revise a portion of this subsection to conform to the following: From each progress estimate, 5% will be deducted and retained by City, and the remainder, less the amount of all previous payments will be paid to Contractor. The 5% retention shall apply to all of the Work done. There will be no reduction in the retention amount. Pursuant to Section 22300 of the Public Contract Code, Contractor will be permitted to substitute securities for any moneys withheld to ensure performance of the contract. Such substitution shall only be made at the request and expense of Contractor.

**9-3.5** *Add new subsection 9-3.5 to read:*

**9-3.5 Progress Payments.** Progress payment requests shall be processed in accordance with the provisions of Public Contract Code Section 20104.50, which is summarized as follows:

- 1) Upon its receipt of Contractor's written payment request, City shall review it as soon as practicable to determine whether it is a proper payment request. If City determines that it is not a proper payment request suitable for payment, City shall return it to Contractor as soon as practicable, but no later than seven days after its receipt, together with a document setting forth in writing the reasons why it is not proper.
- 2) If City fails to make a progress payment within thirty days after it receives an undisputed and properly submitted payment request from Contractor, City shall pay interest on the correct amount

thereof at the legal rate set forth in Subdivision (a) of Section 685.010 of the Code of Civil Procedure.

- 3) The number of days available to City to make a payment without incurring an interest obligation thereon shall be reduced by the number of days by which City exceeds the seven-day return requirement of sub-paragraph 1) above for return of an improper request.
- 4) A "progress payment" includes all payments due under the contract, except that portion of the final payment which is designated as retention earnings, and a payment request shall be considered properly executed if funds are available for payment thereof and payment is not delayed due to an audit inquiry by City's financial officer.

**9-3.6** *Add new subsection 9-3.6 to read:*

**9-3.6 Retention Payment.** City's payment to Contractor of the retention amounts withheld from progress payments made during the performance of the Work, and Contractor's disbursement thereof to Contractor's subcontractors, shall be subject to the requirements of Public Contract Code Section 7107, the Stop Notice withholding laws of the State of California and the other provisions of the Contract. City's payment obligations under Section 7107 are summarized herein; by executing the Agreement, Contractor will be confirming knowledge of and responsibility for disbursement of the retention payment to Contractor's subcontractors.

- 1) Within sixty days after the date of completion of the Work, City shall pay the undisputed and unencumbered portion of the retention amount to Contractor. If City disputes any portion of the amount Contractor demands, City will withhold from its payment an amount not exceeding 150% of the disputed amount.
- 2) If City fails to pay the undisputed and unencumbered portion of the retention amount due Contractor within sixty days after the date of completion of the Work, City shall pay Contractor a charge of 2% per month on the amount improperly withheld in lieu of any other interest amount otherwise payable by operation of law. In any lawsuit brought for collection of amounts alleged to be wrongfully withheld by City, the prevailing party shall be entitled to attorney's fees and costs.
- 3) "Completion" for purposes of this Section means any of the following events:
  - (a) Occupation, beneficial use and enjoyment of the Work by City, excluding testing, start-up and commissioning activities, accompanied by Contractor's cessation of labor thereon;
  - (b) Acceptance of the Work by City;
  - (c) Contractor's cessation of labor for a continuous period of 100 days or more due to factors beyond Contractor's control; or
  - (d) Contractor's cessation of labor for a continuous period of 30 days or more if and after City records a "Notice of Cessation of Work" or a "Notice of Completion."

**END OF PART 1**

**PART 2  
TECHNICAL PROVISIONS**

**SECTION 01300 – SUBMITTALS**

**PART 1 – GENERAL**

**1.01 Contractors Submittals Prior to Start of Work:**

- A. Not later than 10 calendar days after Contract is approved, Contractor shall submit the following:
  - 1. Submit Manufacturer's product data sheet and Safety Data Sheets (SDS) information for each and all products to be used on the project. Where contents of submitted literature from manufacturers include data not pertinent to the submittal, clearly indicate which portion of the contents are being submitted for review.
  - 2. Copies of all permits obtained by the contractor pertinent to the work.
  - 3. A detailed work plan indicating number of work days; for each work day the crew size and activities to be accomplished; intended disposal location; specific start and stop work times on site and such other information appropriate for the Consultant to determine that the Contractor has adequately planned the work.
  - 4. Contractor shall submit a staging area site plan which details location of planned boundaries, equipment, disposal containers, material holding on site, vehicle parking planned, visual and safety barriers, and planned access.
  - 5. Provide a 24 hour emergency list of at least two (2) persons.
  - 6. Manufacturer's certification of wood chips.
  - 7. Installer certification from manufacturer of resilient surfacing, if applicable.
- B. The Contractor's field Quality Controller for this project shall be identified.

**1.02 Project Close-out Submittals:**

- A. Prior to City's Final Acceptance and issuance of final payment, Contractor shall provide the following:
  - 1. Required test reports.
  - 2. Letter stating project is complete and installed per the Contract Documents.
  - 3. Contractor's guarantee as specified.
  - 4. All specified manufacturer's warranties and guarantees.
  - 5. "As built" drawing.
  - 6. Any items requested by the City.

**END OF SECTION**

SECTION 02465 – CERTIFIED & ENGINEERED WOOD FIBER

**PART 1 - GENERAL**

1.01 RELATED DOCUMENTS:

- A. Standard Specifications: The provisions of the Standard Specifications shall apply except as modified herein.
- B. Reference Standards: A Handbook for Public Playground Safety as prepared by the U.S. Consumer Product Safety Commission, ASTM F1292, ASTM F1951, ASTM F2075, and Standard Consumer Safety Performance Specifications for Public Use Playground Equipment.

1.02 SCOPE: The Work of this Section shall consist of furnishing all labor, materials, equipment, appliances and services necessary for the execution and completion of all **Certified & Engineered wood fiber Work** as described in the Specifications including, but not necessarily limited to, the following:

- Furnish and delivery of certified playground engineered wood fiber;
- **Pneumatic (blown-in) installation of playground engineered wood fiber;**
- Repairs to all site improvements including hardscape, turf and irrigation systems where damaged during the course of the work;
- Manufacturer’s certification;
- Clean-up; and,
- Replacements, Repairs, Guarantees and Warranty Work.

1.03 GUARANTEE:

- A. Manufacturer: Shall provide a limited product guarantee of all materials for a period of ten (10) years, exclusive of vandalism.

1.04 SUBMITTALS:

- A. Manufacturer's Product Information: Contractor shall provide the Manufacturer's product certification prior to installation of the material.

1.05 DELIVERY, STORAGE AND HANDLING: Contractor shall assume all responsibility for storage of all materials for the Project. City assumes no liability for losses or damages from any cause as a result of Contractors storage of materials on site.

**PART 2 - MATERIALS**

2.01 PLAYGROUND ENGINEERED WOOD FIBER

- A. Playground engineered wood fiber shall
  1. Comply with most current versions of ASTM F-1292, Standard Specification for Impact Attenuation for Surface Systems Under and Around Playground Equipment
  2. Comply with ASTM F2075, Specification for Engineered Wood Fiber for Use as Playground Safety Surface Under and around Playground Equipment
  3. Comply with ASTM F 1951, maneuverability performance requirements
  4. Be tested using the method described in the 16 CFR 1500.44 of the Federal Hazardous Substances Act for rigid and pliable solids, which certifies its non-flammability
  5. Meet the ASTM F2075-04 Hazardous Metals and the ASTM F2075-Section 7 Sieve Test
- B. Engineered wood fiber shall be non-toxic and shall not contain any recycled wood products of any wood containing paint, chemicals, or additives.

- C. Material shall be a mix of random sized wood chips, comprised of 97% to 100% Fir and 0 to 3% Pine. Material shall pass through a ¾ inch screening process.
- D. Material shall be free of twigs, bark, leaf debris and another organic material. Material shall be free of any foreign objects, such as nails and trash.
- E. The Parks Department Representative shall inspect the load of the wood chips at each site prior to contractor starting installation. Contractor shall submit the certification for the engineered wood fiber to the Parks Department Representative no later than seven (7) calendar days prior to installation.
- F. Acceptable manufacturers of engineered wood fiber include:
  - 1. The Fibar Group LLC  
80 Business Park Drive, Suite 300  
Armonk, NY 10504-1705  
(800) 342-2721
  - 2. Artesia Sawdust Products, Inc.  
13434 S. Ontario Avenue  
Ontario, CA 91761  
(909) 947-5983

**PART 3 - EXECUTION**

- 3.01 INSTALLATION: Installation shall be pneumatic (blown-in) only. Product depth, after installation, must be in accordance with the procedure described in ASTM F1292, and meet the guidelines for critical height as set forth by the Consumer Product Safety Commission for use of wood products for protective surfacing.
- 3.02 PROTECTION OF EXISTING IMPROVEMENTS: Contractor shall protect all existing improvements from damage due to Contractor's operations. All damage to existing improvements that result from Contractor's operations shall be repaired by Contractor at Contractor's expense. All existing turf areas that are damaged shall be fine graded, filling all depressions wheel ruts and irregularities. Contractor shall make all repairs and shall restore all damaged turf areas at Contractor's sole expense. All irrigation system components that are damaged shall be repaired at Contractor's sole expense. All trees and shrubs in and around the project site shall be protected by Contractor, and if damaged shall be replaced at Contractor's expense.
- 3.03 QUANTITIES: Quantities for each park site are as follows:

#	Park	Location	Engineered Wood Fiber Quantity (yards)
1	Bergamont Park	19275 Bergamont Drive	115
2	Castleview Park	1410 Via Vista Drive	175
3	Collett Park	10950 Collett Avenue	245
4	Doty-Trust Park	5410 Golden Avenue	100
5	Fairmount Park	2601 Fairmount Boulevard	305
6	Hunter Hobby Park	1401 Iowa Avenue	270
7	Patterson Park	1846 Linden Street	170
8	Rancho Loma Park	11343 Rancho Loma Drive	135
9	Rutland Park	7000 Rutland Avenue	220
10	Ryan Bonaminio Park	5000 Tequesquite Avenue	102
11	Taft Park	6826 New Ridge Drive	227
12	Thundersky Park	20540 Thundersky Circle	236
		<b>Total</b>	<b>2,300</b>

3.04 CLEAN-UP: Contractor shall remove any debris, trash and unused materials from the jobsite at the end of each work day.

**END OF SECTION**

**END OF PART 2**

## **ATTACHMENTS**



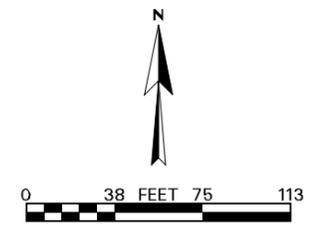
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MANDARIN LN

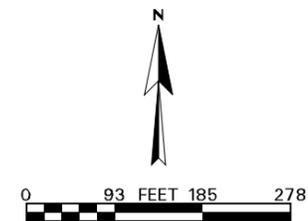
Bergamont Park



April 08, 2009  
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# Castleview Park



April 08, 2009  
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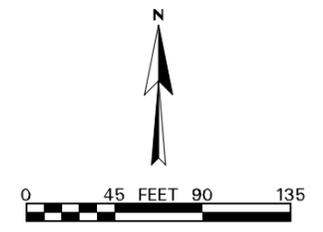


COLLETT AV

TORREY PINES DR

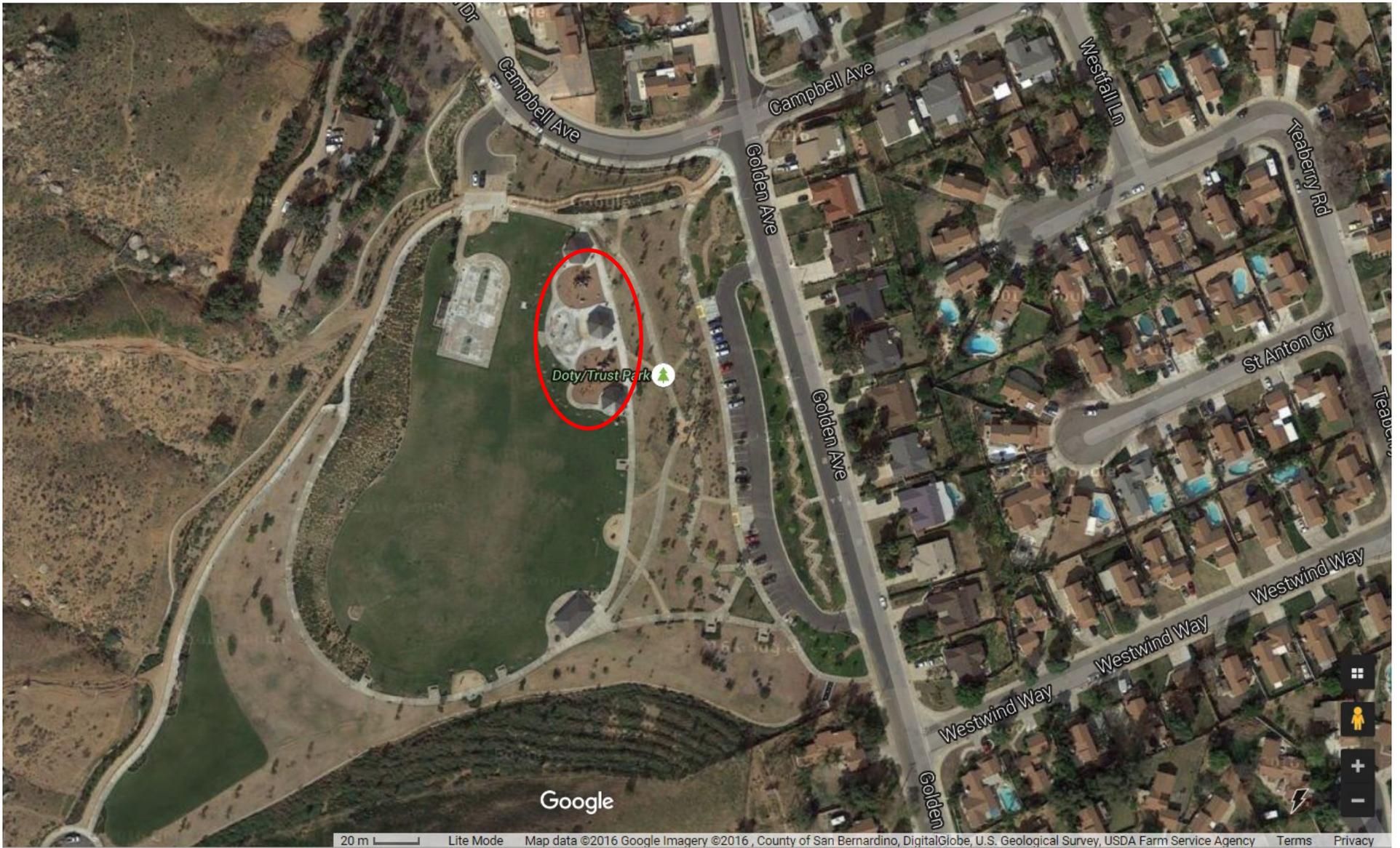
ARROWWOOD DR

# Collett Park



April 08, 2009

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Doty– Trust Park



Playground



0 138 FEET 275 413

# FAIRMOUNT PARK

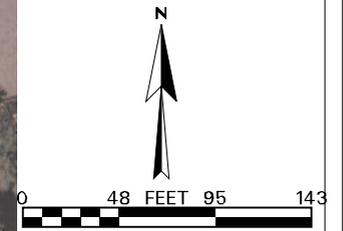
November 03, 2009  
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Hunter Hobby Park



Patterson Park



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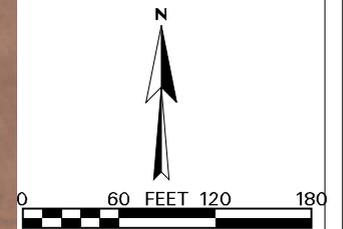
Rancho Loma Park



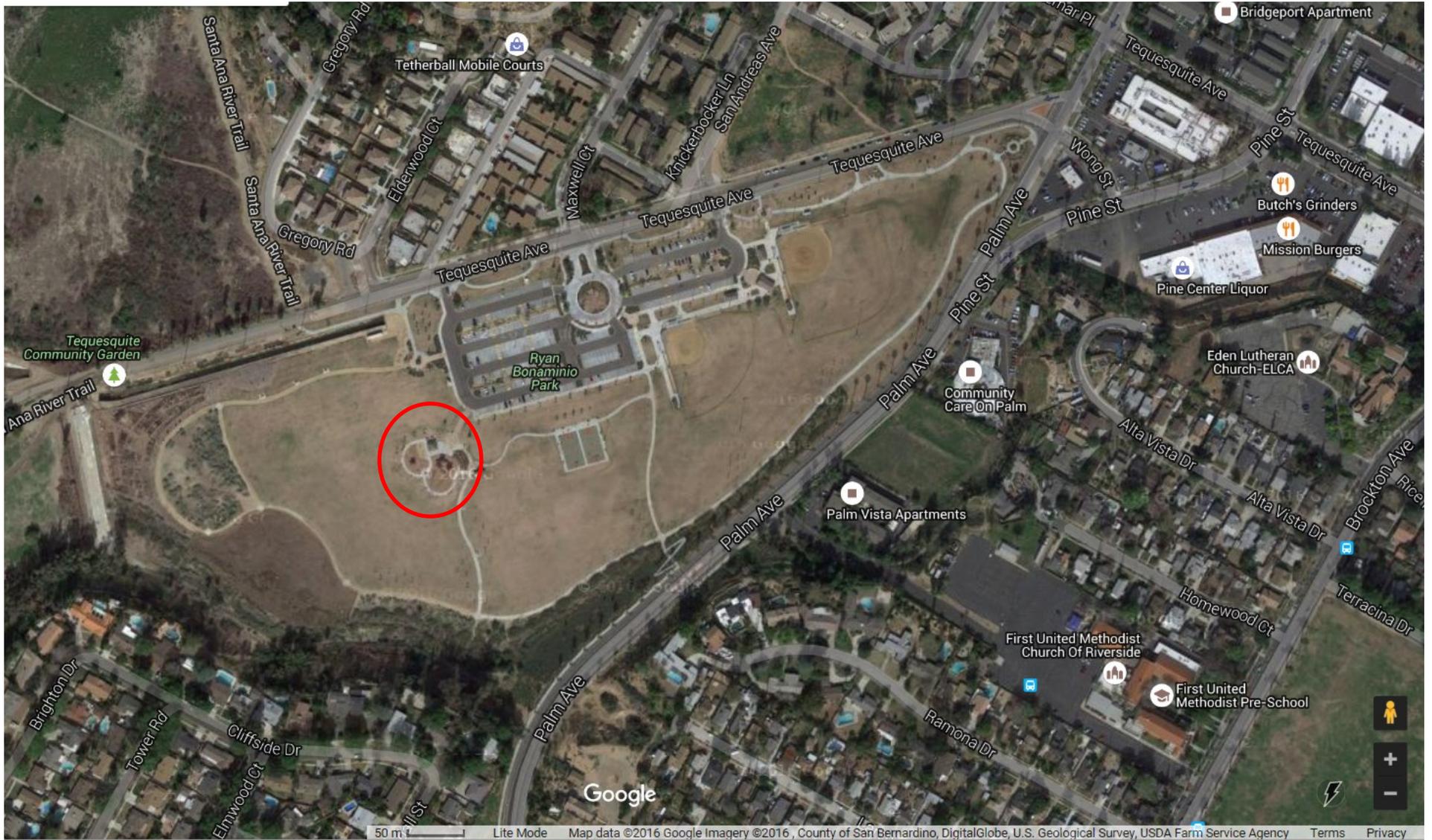
July 13, 2009  
Aerial photos taken April 2008. The City of  
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Rutland Park



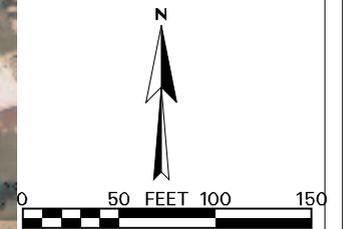
July 13, 2009  
Aerial photos taken April 2008. The City of  
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Ryan Bonaminio Park



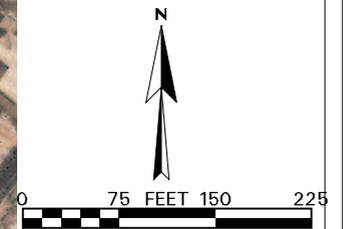
Taft Park



July 13, 2009  
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Thundersky Park



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**Bid 7430**

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Date**

**BID ADJUSTMENT SHEET**

Please use the space provided to specify any changes to line item pricing or subcontractor pricing. Be sure to show the new bid total after the adjustment(s).

The Purchasing Division will apply any adjustments shown below to the prices listed in your submitted bid package and evaluate all other bids prior to posting results.

Pricing updated on this sheet shall be considered final.

NOTE: PLEASE BE SURE CLEARLY PRINT ALL INFORMATION

Adjustment to Bid

Adjusted Price

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Adjusted Bid Total

\$ \_\_\_\_\_

Authorized Signature/Title:

\_\_\_\_\_

**Bid 7430**

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Date**

**SUBCONTRACTOR INFORMATION SHEET**

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

SUBCONTRACTORS NAME  
AND BUSINESS ADDRESS

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

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

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

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

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

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

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

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

License No.: \_\_\_\_\_  
Subcontracted Amount: \_\_\_\_\_  
DIR Registration Number: \_\_\_\_\_  
Work to be Performed: \_\_\_\_\_

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

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

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

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

**PROPOSAL FOR DELIVERY AND PNEUMATIC INSTALLATION OF CERTIFIED & ENGINEERED  
PLAYGROUND WOOD CHIPS FOR VARIOUS CITY PARKS**

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

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

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

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

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

Bidder hereby agrees that if Bidder is awarded the Contract, Bidder will sign the Contract Agreement in duplicate counterparts and return the counterparts, together with completed Contract surety bonds and insurance confirmations, within ten (10) calendar days from the date the City mails, or by other means delivers, the Contract Documents to Bidder. Bidder acknowledges that the proposal guaranty is subject to forfeiture for failure to submit these Contract Documents in completed form within the above-required time limit.

Bidder hereby agrees that if Bidder is awarded the Contract, Bidder will commence work under the Contract on the date specified in the written "Notice to Proceed" to be issued by the City and will complete the project within **sixty (60) calendar days** thereafter as required by the Specifications.

Bidder hereby agrees to pay as liquidated damages the sum of \$100.00 for each calendar day thereafter during which the project remains incomplete.

Bidder hereby agrees to pay as liquidated damages the sum of \$100.00 per incident that the Contractor fails to install the Best Management Practices (BMP's) within 24 hours of notification as described in Section 7-8.6.7 of the Special Provisions. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

**BIDDER INFORMATION:**

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

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

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

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

Name on license must agree with company name shown at right.

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

CITY BUSINESS TAX REGISTRATION (if available)  
\_\_\_\_\_

BIDDER'S NAME, ADDRESS & PHONE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_  
(Area Code)

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

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

- Bidder is: (check one)
- An Individual Owner \_\_\_\_\_
  - A Joint Venture \_\_\_\_\_
  - A Partnership \_\_\_\_\_
  - A Corporation \_\_\_\_\_

The Bidder shall be required to provide a signed copy of the following documents to the Purchasing Department prior to bid opening:

- Bid Proposal documents and any other documents required
- Original Bid Bond (Notarized) or if (Bid Security is in the form of a "Cashier's check" or "Certified check" must be delivered to the Purchasing Manager before bid due date and time).
- Non-Collusion Declaration
- Contractor Customer Service Standards Acknowledgment
- Any other documents called out in the specifications

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

\*\*Acknowledge any addenda received here:

\_\_\_\_\_

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

The undersigned declares:

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

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

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

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

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

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

CERTIFICATE  
(if Corporation)

STATE OF CALIFORNIA )  
 ) 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 Bid dated \_\_\_\_\_, 20\_\_\_\_, to the City of  
Riverside for \_\_\_\_\_ for 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)

CERTIFICATE  
(if Joint Venture)

STATE OF CALIFORNIA )  
 ) 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 Bid dated \_\_\_\_\_, 20\_\_\_\_, to the City of Riverside for  
\_\_\_\_\_ for 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

CERTIFICATE  
(if Partnership)

STATE OF CALIFORNIA )  
 ) 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 Bid dated \_\_\_\_\_, 20\_\_\_\_, to the City of Riverside for  
\_\_\_\_\_ for 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

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

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

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

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

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

Bidder shall submit a signed hard copy of this form to the Purchasing Division prior to bid opening.

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

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

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

# AGREEMENT FOR CONSTRUCTION

PROJECT NAME

BID NO. \_\_\_\_\_

CONTRACTOR'S NAME

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

## ARTICLE 1 – CONTRACT DOCUMENTS

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

### 1.2 **Contract Documents.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**2.2 Changes to the Contract Price.** Contractor shall not be compensated for any extra materials used or time expended over and above the Contract Price, unless prior written approval for the same has been granted by the City.

**2.3 Payment Procedures.**

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

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

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

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

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

**4.1 Amounts of Liquidated Damages.**

**4.1.1 Delay in Substantial Completion of the Work.** Failure of Contractor to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for the completion of Work, as adjusted in accordance with Section 6-6 and/or 6-7 of the Standard Specifications, Contractor shall pay to City, or have withheld from monies due Contractor, the sum of Dollars (\$\_\_\_\_\_). Execution of this Agreement shall constitute agreement by City and Contractor that said sum is the minimum value of the costs and actual damage caused by the failure of Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

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

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

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

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

Additional liquidated damages shall be assessed in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) per calendar day for failure to comply with the State Permit for Storm Water Discharge Associated with Construction Activity during all phases of construction and for failure to complete, implement, or maintain the Storm Water Pollution Protection Plan (SWPPP) within the periods specified in Section 7-8.6 of the Special Provisions. These liquidated damages are in addition to the right of the City to suspend work as described in Section 7-6. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such incidents occur.

Additional liquidated damages shall be assessed in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) per incident that the Contractor fails to install the Best Management Practices (BMP's) within twenty-four (24) hours of notification as described in Section 7-8.6.5 of the Special Provisions. These liquidated damages are in addition to the

right of the City to suspend work as described in Section 7-6. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such incidents occur.

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

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

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

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

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

**6.1 Business Tax Certificate and Governmental Approvals.** As a condition of the Contract, Contractor and all subcontractors shall, during the term of this Agreement, secure and annually renew business tax certificates pursuant to Chapter 5.04 of the Riverside Municipal Code to operate in the City of Riverside, and shall also secure and maintain at all times during performance of the Work, any other licenses, fees, permits or similar Governmental Approvals required by Applicable law.

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

## **ARTICLE 7 – BONDS**

7.1 **Performance and Payment Bonds.** Prior to City’s execution of this Agreement, Contractor shall furnish to the City two (2) duly executed surety bonds using the forms included within the Bidding Requirements, one (1) as security for the faithful performance of the Contract and one (1) as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. Both bonds shall be in the amount of one hundred percent (100%) of the Contract Price and shall be subscribed by an Admitted Surety Insurer which is authorized to transact surety insurance business in the State of California with a policy holder’s rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, Contractor shall furnish City a new bond within ten (10) days after receiving notice from City. No payments will be due or paid under the Contract until any and all bond deficiencies have been remedied. Contractor, by execution of this Agreement acknowledges that the bonds are not Contract Documents, but are separate obligations.

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

8.1 **Workers’ Compensation Insurance Certificate.** By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers’ compensation or to undertake self-insurance before commencing any of the Work. Contractor shall comply with Labor Code Section 1861 by signing and filing the workers’ compensation certification attached hereto as Exhibit “A” and incorporated herein by reference.

8.2 **Evidence of Coverage.** Prior to the City’s execution of this agreement, Contractor shall file with the City either 1) a certificate of insurance or self-insurance evidencing that such insurance is in effect, or that Contractor is self-insured for such coverage; or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any Certificate filed with the City shall provide that City shall be given ten (10) days prior written notice before modification or cancellation thereof.

8.3 **Carrier Rating.** Contractor’s workers’ compensation insurance carrier shall be authorized to transact insurance business in the State of California with a policy holder’s rating of A or higher and a Financial Class of VII or larger.

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

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

9.1 **Minimum Scope.** Prior to City’s execution of this Agreement and Contractor’s commencement of Work, Contractor shall secure, submit proof of and shall thereafter maintain without interruption, until completion of the Contract, such commercial general and automobile

liability insurance as shall protect Contractor, its Subcontractors and the Additional Insured's from any and all claims for damages for personal injury, including accidental death, as well as any and all claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of Contractor, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

9.2 **Carrier Ratings.** All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger.

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

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

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

9.3.3 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.

**9.4 Notice of Cancellation and Renewals.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to City). Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10.2 Duty to Defend.** Contractor agrees, at its sole cost and expense, to promptly defend the Indemnitees from all Indemnity Claims. The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitees shall be at Contractor's sole expense, and not be excused because of Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not

liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively or concurrently negligent, or which otherwise assert that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. Contractor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City.

**10.3 Subcontractor Requirements.** In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Article.

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

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

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

**10.7 Independent Contractor.** Contractor shall at all times during its performance of the Work retain its status as an independent contractor. Contractor's employees and agents shall under no circumstances be considered or held to be employees or agents of City and City shall

have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of Contractor or its employees and agents.

## **ARTICLE 11 – PREVAILING WAGES**

### **11.1 Public Work Project.**

This Project is a public work as defined in California Labor Code Section 1720. Contractor and all Subcontractors of any tier are required to pay all workers employed in the execution of the Work not less than the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations (“DIR”) under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director’s determination of prevailing rates is available on-line at [www.dir.ca.gov/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), Contractor and subcontractors shall register with the Department of Industrial Relations (DIR) in order to bid and perform public works projects. Contractors and subcontractors on all public works projects shall submit electronic certified payrolls to the Labor Commissioner and City unless excused from this requirement.

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

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

## **ARTICLE 12 – MISCELLANEOUS**

**12.1 Non-Discrimination.** Except as provided in Section 12940 of the California Government Code, during Contractor’s performance of the Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical 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:

<u>City</u>	<u>Contractor</u>
City of Riverside <u>                    </u> Director	Name of Company
3900 Main Street	Contact
Riverside, CA 92522	Address
	City, State, ZIP

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

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

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

12.4 **Venue 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 Contractor or any term, covenant, condition of this Agreement or of any applicable law or ordinance.

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

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

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 CONTRACTOR,  
[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 CONTRACTOR'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

**PERFORMANCE BOND**

Bond No.  
Bid No.  
Premium:

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

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

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

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

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

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

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

If 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:

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

Telephone No. \_\_\_\_\_

\_\_\_\_\_  
Principal

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

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

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

\_\_\_\_\_  
Attorney-In-Fact  
\_\_\_\_\_  
Typed Name and Title

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

**PAYMENT BOND**

Bond No.  
Bid No.  
Premium:

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

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

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

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

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

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

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

///  
///  
///  
///

IN WITNESS WHEREOF, we sign and seal this BOND on \_\_\_\_\_, 20\_\_.

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

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

Telephone No. \_\_\_\_\_

\_\_\_\_\_  
Principal

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

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

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

Attorney-In-Fact

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

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

**CITY OF RIVERSIDE  
BEST MANAGEMENT PRACTICES  
FOR TYPICAL CONSTRUCTION ACTIVITIES**

The discharge of any pollutants into the City storm drain system or natural drainage areas is prohibited per Section 14 of the City Municipal Code and the Riverside County Area-Wide Municipal Storm water permit issued by the State Water Resources Control Board. Drainage from construction sites and construction activities is prohibited from entering the City storm drain system and natural drainage areas. Any violations of the above provisions are subject to fines by the City and by the State Water Resources Control Board.

The following best management practices (BMPs) are to be implemented for the construction activities listed. These BMPs are considered to be a minimum of the activities necessary to protect the City storm drain system. The contractor may be required to implement further BMPs to assure no pollutant discharges enter the storm drain system. The contractor needs to work closely with the City inspector to identify any further BMPs, which may be necessary.

CONSTRUCTION ACTIVITIES	BEST MANAGEMENT PRACTICE
Portable Toilets	<ul style="list-style-type: none"> <li>- The toilets may not be located in the street right of way. Perimeter protection must be placed around the toilet area to contain any drainage from toilet cleaning activities.</li> </ul>
Sawcutting, grinding, paving	<ul style="list-style-type: none"> <li>- Debris from these types of activities are to be swept or vacuumed daily (at a minimum) and disposed of at a landfill.</li> <li>- Drainage from these activities shall be contained or the catch basins down stream of these activities will be protected with sand bags.</li> <li>- Drainage contained shall be vacuumed daily (at a minimum) and the remaining debris disposed of at a landfill.</li> </ul>
Concrete wash outs	<ul style="list-style-type: none"> <li>- A washout/spoil area on site must be identified that will contain the concrete washout wastewater. The debris shall be removed at the end of the day, or;</li> <li>- The washout must be contained and removed off site daily.</li> </ul>
Trenching	<ul style="list-style-type: none"> <li>- Perimeter protection of the trenching spoil or trench area itself must be provided to prevent any erosion from the site, and</li> <li>- Catch basin protection must be provided to prevent drainage from entering the storm drain system.</li> <li>- Any sediment or debris shall be swept up daily at a minimum.</li> </ul>
Spoil piles	<ul style="list-style-type: none"> <li>- Spoil piles with the potential for draining off-site shall have perimeter erosion control and may need temporary cover.</li> </ul>
Tracking	<ul style="list-style-type: none"> <li>- Tracking pads are required for larger jobs as well as a continual sweeping plan.</li> <li>- Smaller jobs must sweep daily.</li> </ul>
Vehicle maintenance	<ul style="list-style-type: none"> <li>- Regularly scheduled vehicle maintenance activities such as oil changes and fluid refills shall be conducted off-site.</li> <li>- Any chemicals leaking from faulty equipment will be contained and repaired immediately.</li> <li>- A spill response plan must be identified that properly contains and disposes of any potential spill or leaks of hazardous materials including at a minimum oil, grease, hydraulic fluid, etc.</li> </ul>
Vehicle washing	<ul style="list-style-type: none"> <li>- Vehicle washing shall not occur on site</li> </ul>
Sloped areas	<ul style="list-style-type: none"> <li>- Sloped areas shall at a minimum be protected by perimeter erosion control. Larger slopes may also need erosion control at the top of slopes. These BMPs shall stay in place and be maintained until after the landscaping has completely been established.</li> </ul>