

**COUNTY OF RIVERSIDE
GENERAL CONDITIONS - PUBLIC WORKS**

1. GENERAL - This quotation is to cover the cost of furnishing labor, materials and equipment to complete the project named in this Request for Quotation in accordance with the attached plans and/or specifications. These terms and conditions are intended for Public Works, including Road/Highway Projects under \$25,000 total cost.

2. QUOTE PREPARATION

2.1 All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.

2.2 All quotations must include the name and address of any subcontractor who will perform work in an amount in excess of one half of one percent (0.5%) of the total bid.

2.3 All quotations must be signed with the firm's name and by a responsible officer or employee obligations assumed by such signature must be fulfilled.

3. PROJECT EXAMINATION

3.1 Bidders must examine the site and verify all measurements, specifications and conditions affecting the work. By making its bid a bidder warrants that it has made such site examination as it deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowances of time or money will be allowed as to such matters.

3.2 The quantities given in this Request for Quotation are approximate only, being given as a basis for a comparison of bids. County does not, expressly or impliedly, agree that the actual amount of work will correspond herewith, and reserves the right to increase or decrease quantities as deemed necessary. The Contractor shall not alter, add to, or deduct from the work without prior written authority from the County.

4. LABOR CONDITIONS AND WAGE RATES

The Board of Supervisors has ascertained the general prevailing rate of wages and rate for each craft or type of workman or mechanic needed to execute the contract. The contractor to whom the contract is awarded shall pay not less than the said specified rates. A schedule thereof is on file in the principal office of the County Board and shall be posted by Contractor at appropriate conspicuous points at the site of the project. No representation is made by County that labor can be obtained at the rates shown on the schedule. Contractor shall be aware of and comply with all relevant labor laws, including but not limited to California Labor Code Sections relating to wage rates and working hours.

5. LIABILITY INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As

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respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original

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copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

Contractor shall take out and maintain during the course of the work combined single limit liability insurance covering public liability, bodily injury and property damage as to the work and the obligations covered hereunder in an amount not less than \$1,000,000.00, or the equivalent thereof. Contractor shall require each subcontractor to procure and maintain during the life of his subcontract, similar insurance with minimum limits equal to one half of the amounts required of Contractor. Said insurance must contain an endorsement that County of Riverside is named as an additional insured as respects the work covered hereunder, and must provide that thirty days notice be given to the County prior to cancellation or reduction in coverage of the policy. Certificates of insurance evidencing this

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coverage are required to be delivered to the Purchasing Agent prior to the commencement of work and approved by him. Insurance carrier must be California Admitted with a minimum A.M. Best rating of A:V.

6. BID ACCEPTANCE - Quotations are subject to acceptance by the issuance of an appropriate purchase order at anytime within 90 *days* after opening of bids unless otherwise stipulated. The right is reserved to accept or reject any and all quotations and County reserves the right to waive any informality in any bid.

7. INSPECTION AND PAYMENT - Payment for the work will be made in a lump sum upon completion and approval by the County.

8. BRAND OR TRADE NAMES - Attention of the contractor is directed to Section 3400 of the Public Contract Code which must be complied with as to brand or trade name products. Wherever in the Specifications brand or trade name products are specified the words "or equal" are to be assumed included. Exact compliance with specified brand or trade name products is required unless a change order is issued.

9. EQUAL EMPLOYMENT OPPORTUNITY - Contractor shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this contract and shall comply with the provisions of the California Fair Employment Practice Act (commencing with Section 12900 of the California Government Code), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 1 2319), and all administrative rules and regulations issued pursuant to said Acts and Order. Contractor shall likewise require each of his subcontractors to comply with the preceding paragraph and shall include in each subcontract language similar to the preceding paragraph.

10. CONTRACTOR'S LICENSE - Contractor shall possess the required State Contractor's license for the type of work performed.

11. LICENSES, PERMITS, LAWS AND REGULATIONS - The Contractor shall be responsible for acquiring all necessary licenses and permits, inspections and inspection certificates. Contractor shall comply with all laws, ordinances and regulations applicable to the project.

12. ASSIGNMENT CONSENT - Contractor shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of County.

13. HOLD HARMLESS - Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of Contractor, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost

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of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of County. Contractor's obligations hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County.

13.1 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

13.2 Contractor's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to County pursuant to this Agreement. In the event of any such action or claim, Contractor shall provide immediate notice to County of the action or claim. Contractor may defend or settle the action or claim as Contractor deems appropriate; however, Contractor shall be required to obtain for County the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.