

Facilities Requirements

Exhibit A-1

Public Works Bidding Requirements

For demonstration of compliance with Public Contract Code

- SB854 of Statutes of 2014 (Contractor Registration Requirements)
- Notice of Inviting Bids Advertising Requirements
 1. PCC 20164
 - First Advertisement at least 10 days before the end of the bid
 - Second Advertisement 5 days after the first advertisement
 2. PCC 22036
 - If bid on 09/18/2016 and after, advertise at least 15 days before the bid due date on appropriate construction trade journals
- Pre-bid Meeting Requirements
 - If required, must be at least 5 days after the first advertisement
 - Must include time, date, location
- Written Statement Describing Bidding and Awarding Process
 - Award to the responsible bidder submitting the lowest responsive bid
- Bid Tabulation
 - Award to the responsible bidder submitting the lowest responsive bid
- Bond Requirements
 - Bid Bond* (100%)
 - Performance Bond* (100%)
 - Payment Bond* (100%)
- Non-Collusion Declaration by Contractor(s)*
- Subcontractors List* included with Contractor's Bid (Contractor must list in bid specifications all subcontractors over \$10,000 or ½% of the prime contractor's total bid, whichever is greater)
- Public Work Contractor Registration Certification*
- Iran Contracting Certification*
- Contractor's Certificate Regarding Workers' Compensation*
- Notification of Award to Department of Industrial Relations
 - PWC-100 – DIR Filing within 30 days from the Award Date

**Sample Forms Available on City of Ontario's Website*

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Exhibit A-2

Public Works Contractual Requirements

- Prevailing Wage Rates posted at job site (Labor Code 1773.2)
- Contractual Requirement for Workers' Compensation Certification (Labor Code 1861)
- Inclusion of Ineligible Contract/Subcontractors Language (PCC 6109)
- Inclusion of Apprentice Employment Language (Labor Code 1777.5)
- Inclusion of Hours of Labor Language (Labor Code 1810 & 1811)
- Inclusion of language describing Penalty for violating hours of labor language (Labor Code 1813)
- Third-Party Claims Language (PCC 9201)
- Certified Payroll Records (Labor Code 1776(i))
- Earthquake and Tidal insurance (PCC 7105)
- Inclusion of Contractors' State License Board Notice Statement (Bus & Prof Code 7030(a) & (b))
- Inclusion of "Or Equal" Provision (PCC 3400)
- Inclusion of Trenches (Labor Code 6705) Requirements
- Inclusion of Unusual conditions clause (PCC 7104)
- Compliance with Utilities (Gov Code 4215) Requirements
- Compliance with Payment Bond (Civil Code 9550 & 9554) Requirements
- Compliance with Retention/substitution of security (PCC 22300) Requirements
- Compliance with Progress Payment (PCC 9203(a)) Requirements
- Compliance with Progress/Retention Proceeds Payment Deadline (PCC 7107(c) & 20104.5(b) Requirements
- Inclusion of Progress Payment Waiver & Release (Civil Code 8120) Provisions
- Inclusion of Claims and Dispute Resolution (PCC 20104) Provisions
- Inclusion of Anti-trust Claim Assignment (PCC 7103.5) Provisions
- Inclusion of Stormwater Language (PCC 28026)
- Register with California Department of Industrial Relations (DIF) (Labor Code 1771.1(a))

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Exhibit A-3

Insurance Requirements

[DEVELOPER] shall or, pursuant to Section 3.3(f) hereof, shall cause each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such Person is engaged to perform work on a Segment, to, at all times prior to the final Acceptance Date of all Segments, maintain, deliver to the City and keep the same in full force and effect, the following insurance policies:

(a) a protective liability policy providing for not less than the following amounts:

Bodily Injury	\$1,000,000 each person \$2,000,000 each occurrence \$1,000,000 each accident for products and completed operations
Property Damage	\$1,000,000 each accident
Workers' Compensation	Statutory, with a waiver of subrogation in favor of the City

(i) Automobile Liability Insurance to include all owned, non-owned or non-hired vehicles, including loading and unloading thereof:

Automobile Bodily Injury	\$1,000,000 each person \$2,000,000 each occurrence
Automobile Property Damage	\$1,000,000 each accident

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 30 days before expiration or cancellation is effective.

The following statement shall be included on the insurance certificate:

Additional Insured: The insurer agrees that the City, its City Council, and/or all City Council appointed groups, committees, boards and any other City Council appointed body, and/or elective and appointive officers, servants, agents or employees of the City, when acting as such, are additional insureds hereunder, for the acts of the insured, and such insurance shall be primary to any insurance of the City.

Facilities Requirements

Exhibit A-3 Cont'd

Insurance Requirement Cont'd

[DEVELOPER] may effect such coverage under blanket insurance policies, provided, however, that (a) such policies are written on a per occurrence basis, (b) such policies comply in all other respects with the provisions of this Section, and (c) the protection afforded the City under any such policy shall be no less than that which would be available under a separate policy relating only to the Segments. All policies of insurance shall be with companies licensed or approved by the California Commissioner of Insurance and rated A-VII or better in the most recent edition of Best's Insurance Guide and shall be issued and delivered in accordance with State law and regulations.

If [DEVELOPER] fails to maintain or cause to be maintained any insurance required hereby, the City may, but shall not be obligated to, procure such insurance and recover the amount of the premiums therefor from [DEVELOPER] or retain such amount from any monies due to [DEVELOPER] under this Acquisition Agreement. The failure of the City to procure any such insurance shall in no way relieve [DEVELOPER] of any of its obligations under this Acquisition Agreement.

Facilities Requirements

Provide an executed copy, signed by an authorized individual of the awarding entity verifying compliance with the above requirements:

I hereby certify under penalty of perjury under the laws of the State of California, that all of the Public Works Bidding Requirements and Public Works Contractual Requirements have been met and all of the representations made herein are true and correct.

Signature:	
Name:	
Title:	
Date:	