

CONSTRUCTION AGREEMENT

This Construction Agreement (“Agreement”) is made and entered into this 6th day of July, 2021, by and between the City of Richmond, a municipal corporation and charter city (“City”) and W. R. Forde Associates, Inc., (“Contractor”), with reference to the following facts. The parties may be referred to in this Agreement individually as “Party” and collectively as the “Parties.”

RECITALS

A. On May 19, 2021, the City circulated an Invitation for Bids seeking contractors willing to undertake the construction of the Cutting Boulevard and Harbour Way South Bikeways project in Richmond, California (the “Project”).

B. Contractor submitted the lowest responsive bid and has been determined to be responsible.

C. City now desires to contract with Contractor to furnish construction and related services for the Project.

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, and intending to be bound hereby, the Parties agree as follows:

ARTICLE I **CONSTRUCTION OF PROJECT**

Section 1.1 Contract Documents.

Project Specifications – including the Notice to Prospective Bidders, Invitation for Bids, Instructions to Bidders, Special Provisions, Description of Work, Construction Details (including all plans and specifications), and Proposal Package, along with any Requests for Information (RFI), responses to RFI, and addenda issued prior to the deadline for submitting bids – Contractor’s Proposal attached as Exhibit A, and this Agreement, constitute the “Contract Documents.”

Section 1.2 Construction.

Contractor shall furnish all labor, materials, methods, processes, implements, tools and machinery, within the time frames set, and do all the things necessary for the proper completion of the work shown and described in Contract Documents.

Section 1.3 Payments.

Contractor agrees to receive and accept the sums set forth in the Bid Schedule attached as part of the Proposal, as full compensation for furnishing all materials and doing all the work contemplated and required by this Agreement, and for all loss or damage arising out of the nature of the undertaking of the construction of the Project, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the construction of the Project until its completion and acceptance by the City, and for all expenses incurred by or in consequence of the suspension or discontinuance of the construction of the Project, and for well and faithfully performing the construction of the Project and the whole thereof, in the manner and according to the Contract Documents.

Section 1.4 Discovery of Hazardous Waste or Unusual Conditions.

(a) Promptly and before the following conditions are disturbed, the Contractor shall notify the City in writing of any:

- (1) Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing 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.
- (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 this Agreement.

(b) The City shall promptly investigate the conditions, and if it 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 this Agreement.

(c) In the event that a dispute arises between the City 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 this Agreement, but shall proceed with all work to be performed under this Agreement. 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 Parties.

Section 1.5 Laws and Regulations.

(a) The Project work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Contractor shall be responsible to the City for the procurement and maintenance thereof.

(b) Contractor shall cause all work performed in connection with construction of the Project to be performed in compliance with (i) all applicable laws, ordinances, rules and regulations now in force or that may be enacted hereafter; (ii) all conditions of Project approval and mitigation measures included in any adopted or certified environmental document prepared for the Project; and (iii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction, provided that such direction given during construction does not conflict with conditions of Project approval or mitigation measures.

(c) Contractor shall and shall cause its subcontractors to pay prevailing wages in the construction of the Project as those wages are determined pursuant to Labor Code Sections 1720 et seq., and implementing regulations of the Department of Industrial Relations, and to comply with all other applicable federal, State and local laws, regulations and ordinances pertaining to labor standards insofar as those laws, regulations and ordinances apply to the performance of this Agreement, including any applicable City of Richmond employment requirements, including but not limited to the City's Living Wage Ordinance (Richmond Municipal Code Chapter 2.60), the City's Business Opportunity Ordinance (Richmond Municipal Code Chapter 2.50), and the City's Local Employment Program Ordinance (Richmond Municipal Code Chapter 2.56). During the construction of the Project, Contractor shall post at the construction site the applicable prevailing rates of per diem wages. Contractor shall indemnify, hold harmless and defend, (with counsel reasonably acceptable to the City) the City against any claims for damages, compensation, fines, penalties or other amounts arising out of failure or alleged failure of any person or entity (including Contractor and its subcontractors) to pay prevailing wages in connection with construction of the Project. This Section 1.5(c) shall survive the termination of this Agreement.

(d) Contractor and all subcontractors shall maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker and others employed on the Project. Each payroll record shall contain or be verified by a written declaration made under penalty of perjury, stating both of the following: (1) the information contained in the payroll record is true and correct, and (2) the employer has complied with the requirements of Labor Code Section 1771 (prevailing wage provisions), Section 1811 (eight-hour day, forty-hour week provisions), and Section 1815 (overtime compensation) for any work performed by his or her employees on the Project. The Contractor shall provide certified payroll records to the City each week, no later than ten (10) days after the end of a weekly pay period. Pay records shall be maintained and made available in accordance with Labor Code Section 1776. In addition, Contractor shall and shall cause its subcontractors promptly to deliver to the City, upon request, documents verifying compliance with the Living Wage Ordinance, which include documents which evidence that each affected employee has been notified regarding the wages required to be paid pursuant to the Living Wage Ordinance. Such wages shall also be posted at the construction site. This Section 1.5(d) shall survive the termination of this Agreement.

Section 1.6 Inspections.

Contractor shall permit and facilitate, and shall require its subcontractors to permit and facilitate, observation and inspection of the Project by the City and by public authorities at all times for the purposes of determining compliance with this Agreement and permits issued to perform the Project work. In so doing, Contractor shall provide access for testing and inspections. Contractor shall coordinate and schedule all testing and inspections required on the Project with the required advance notice as defined in the Project Specifications.

Section 1.7 Equal Opportunity.

(a) During the construction of the Project there shall be no discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work.

(b) In addition, Contractor agrees to observe the provisions of Section 2.28.030 of the Richmond Municipal Code, obligating Contractor and its subcontractors to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religion, creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

Section 1.8 Working Hours.

Eight hours of labor is a legal day's work. Any worker's time of service is restricted to eight hours during any calendar day, and 40 hours during a calendar week, unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor shall be assessed a penalty of twenty-five dollars (\$25) for each day a worker is employed in violation of these requirements.

Section 1.9 Insurance and Bond Requirements.

(a) In accordance with California Labor Code Section 3700, Contractor must secure Workers' Compensation coverage for its employees. Prior to performing any work, Contractor must execute a certification in the form set out at California Labor Code Section 1861.

(b) Contractor shall submit to the City evidence of the insurance and payment and performance bond coverage meeting the requirements set forth in the Project Specifications. Proof of insurance and bonding related to the construction of the Project shall be provided to the City not more than (10) days after award of the contract. The City shall review and approve or disapprove of the evidence of insurance within twenty (20) days after submittal of complete information in the form required by the City. If the City disapproves the evidence of insurance, it shall specify in writing the reasons for such disapproval. Contractor shall resubmit the information required within ten (10) days. The review and submittal periods for resubmittals shall be reduced to a ten (10) day review period for the City and a five (5) day period for resubmittal by Contractor and shall continue to apply until the City approves the evidence of insurance coverage, but in no event shall the

submittal and review period continue for more than forty-five (45) days. If, after forty-five (45) days the Contractor has not provided evidence of insurance and bond coverage meeting the requirements of the City, the City shall terminate the contract and may either award the work to the next lowest responsive responsible bidder or issue a new request for bids. (If the City issues a new request for bids, the Contractor shall be disqualified from re-bidding the work because of the failure to provide timely proof of insurance and/or bond coverage.) No work shall be initiated on the Project prior to Contractor's receipt of the City's approval of evidence of insurance coverage related to the construction of the Project.

(c) Contractor shall require and verify that all subcontractors or other parties hired for the Project purchase and maintain coverage for indemnity and insurance at least as broad as specified in the Project Specifications to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this Agreement. Contractor shall include the following language in their agreement with subcontractors: "Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the Contract Documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the insurance and indemnity requirements of the Contract Documents will be furnished to the subcontractor upon request." Contractor shall have furnished the City with evidence of the insurance coverage meeting the insurance requirements set forth in Project Specifications for each subcontractor prior to initiating any work on the Project, including Builder's Risk insurance with appropriate coverage for the cost of construction. The periods for submittal, review and approval shall apply as stated in subparagraph (b) above.

(d) The Parties agree that notwithstanding the time requirements set forth in this subsection for submittal and resubmittal to the City by the Contractor of the evidence of insurance and review and approval of the evidence of insurance by the City, Contractor is responsible for ensuring that the evidence of insurance in approvable form is submitted to the City in a timely manner.

(e) Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth in the Project Specifications shall be available to the City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the Project Specifications; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater. No representation is made that the minimum insurance requirements set forth in the Project Specifications are sufficient to cover the obligations of the Contractor under this Agreement.

(f) Contractor shall maintain the insurance requirements set forth in the Project Specifications for a minimum of five (5) years following the completion of the Project. In the event Contractor fails to obtain or maintain completed operations coverage as required by the Project Specifications, the City at its sole discretion may purchase the coverage required and the cost for the same shall be paid by Contractor upon demand by the City.

Section 1.10 Security In Lieu of Retention.

(a) The City shall retain five percent (5%) of the sum requested in each progress payment unless the Contractor elects to invoke the procedures set forth at California Public Contract Code 22300 to substitute securities to ensure performance under the contract.

1. At the request and the expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in the state as escrow agent, who shall then pay the retained funds to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.
2. Alternatively, the Contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in Public Contract Code 22300 for securities deposited by the Contractor. Upon satisfactory completion of this Agreement, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.

(b) If the Contractor chooses to place securities in escrow, the escrow agreement to be used shall be substantially similar to the following form:

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between

_____ whose address is _____
 _____ hereinafter called "Owner," _____ whose
 address is _____ hereinafter called "Contractor" and
 _____ whose address is _____ hereinafter called
 "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner

shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

Title

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner

Title

Name

Signature

Contractor

Title

Name

Signature

Section 1.11 Senate Bill 854 Notice Requirements.

As provided in SB 854 (Stats. 2014, ch. 28): (a) no contractor or subcontractor may be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contracts Code, or engage in the performance of any contract for public work, unless currently registered with DIR and qualified to perform public work pursuant to California Labor Code Section 1725.5 (Lab. Code §1771.1(a)); (b) no contractor or subcontractor may be awarded a public works contract unless registered with the DIR to perform public work pursuant to Labor Code Section 1725.5 (Lab. Code §1771.1(b)); and (c) work performed on the project is subject to compliance monitoring and enforcement by DIR (Lab. Code §1771.4).

Section 1.12 Job Site Notices.

Contractor shall post at the job site notices in compliance with Title I California Code of Regulations Section 16451.

Section 1.13 Municipal Code Chapter 2.65 Requirements.

Contractor shall comply with Chapter 2.65 of the Richmond Municipal Code banning the requirement to provide information of prior criminal convictions on employment applications.

ARTICLE II **DEFAULT AND REMEDIES**

Section 2.1 Events of Default.

In addition the remedies set forth in Section 2.2, below, in the event of default the Department Head reserves the right to stop work immediately if any action or inaction by the Contractor or any subcontractor creates a risk of imminent harm to the public or property.

Each of the following shall constitute a “Default” by Contractor under this Agreement:

(a) **Breach of Covenants.** Failure by Contractor or any subcontractor to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Contract Documents. The City shall give Contractor written notice of the breach and specify a time in which to cure the breach. If the Contractor cures the breach within the time specified in the notice or, if the breach cannot be cured in the time specified but the Contractor has diligently pursued measures to cure the breach and to keep the City informed of its progress, then the breach shall not constitute a default provided that the breach is cured within thirty (30) days from the date of the City’s last notice and demand to cure.

(b) **Disregard of Laws.** Disregard of laws, rules, regulations, directions or instructions of City by Contractor or any subcontractor with respect to the performance of work.

(c) **Insolvency.** A court having jurisdiction shall have made or entered any decree or order (i) adjudging Contractor to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of Contractor or seeking any arrangement for Contractor under the bankruptcy law or any other applicable debtor’s relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of Contractor in bankruptcy or insolvency or for any of their properties, (iv) directing the winding up or liquidation of Contractor if any such decree or order described in clauses (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days; or (v) Contractor shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive.

(d) **Suspension; Termination.** Contractor shall have voluntarily suspended its business, or shall have voluntarily or involuntarily lost or terminated one or more of the licenses required to perform the work.

(e) **Liens on Property and the Development.** There shall be filed any claim of lien (other than liens approved in writing by the City) against the Project or the construction site or any part thereof, or any interest or right made appurtenant thereto and the continued maintenance

of said claim of lien for a period of twenty (20) days without discharge or satisfaction thereof or provision therefore (including, without limitation, the posting of bonds) satisfactory to the City.

Section 2.2 Remedies.

The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will, either at the option of the City or automatically where so specified, relieve the City of any obligation to make or continue payments and shall give the City the right to proceed with any and all remedies set forth in the Contract Documents, including but not limited to the following:

(a) Specific Performance. The City shall have the right to mandamus or other suit, action or proceeding at law or in equity to require Contractor to perform its obligations and covenants under this Agreement or to enjoin acts on things which may be unlawful or in violation of the provisions of this Agreement.

(b) Right of Contest. Contractor shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the City or the rights of the City hereunder.

(c) Remedies Cumulative. No right, power, or remedy given to the City by the terms of the Contract Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such instrument, or by any statute or otherwise against Contractor and any other person. Neither the failure nor any delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 2.3 Waiver of Damages.

Contractor, in having tendered the Proposal, shall be deemed to have waived any and all claims for damages because of termination of this Agreement for any reason. Contractor shall not be entitled to any lost profit in the event of termination.

ARTICLE III
GENERAL PROVISIONS

Section 3.1 Relationship of Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the City and Contractor or its agents, employees or subcontractors, and Contractor shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both,

perform the services required of it by the terms of this Agreement. Contractor has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the construction of the Project, Contractor shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and shall include requirements in each contract that subcontractors shall be solely responsible for similar matters relating to their employees. Contractor shall be solely responsible for its own acts and those of its agents and employees.

Section 3.2 Change Orders.

(a) Changes affecting the time of performance, unit pricing, or total contract price shall be set forth in a written Change Order that shall specify:

1. The work performed in connection with the change to be made;
2. The amount of the adjustment to the Payment Limit, if any, and the basis for compensation for the work ordered; which adjustment may be a negotiated lump sum amount, agreed unit price, or paid under Section 9-1.04 "Force Account" of the 2015 State of California Department of Transportation Standard Specifications; and
3. The amount of time to be adjusted in the schedule for performance, if any.

(b) A Change Order will become effective when signed by the Department Head, or his or her representative, notwithstanding that Contractor has not signed it. A Change Order will become effective without Contractor's signature, provided the Department Head or his or her representative so indicates by noting thereon "unilateral change order."

(c) All changes in any plans and specification approved by any authority with jurisdiction over the Project may also require addenda or change orders approved by that authority.

(d) Where the City requests, a performance bond rider covering the changed work must be executed and delivered to the City before proceeding with the changed work, or shortly in time thereafter.

(e) The Department Head or his or her representative has the authority to approve Change Orders with a cumulative dollar value of up to ten percent (10%) of the contract price.

Section 3.3 Claims By Contractor.

(a) **No Third-Party Claims.** Nothing contained in this Agreement shall create or justify any claim against the City by any person that Contractor may have employed or with whom Contractor may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the construction of the Project, and Contractor shall include similar requirements in any contracts entered into for the construction of the Project. Pursuant to Section 9204 (d)(5) of the Public Contract Code, however, Contractor may present a claim on behalf of a subcontractor for work

which was performed by that subcontractor or lower tier subcontractor. Such claim shall have been reviewed and evaluated by Contractor prior to submission to the City.

(b) **Obligation to File Claims for Disputed Work.** Should it appear to the Contractor that the work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should Contractor have a claim against the City, as the term “claim” is defined in Section 9204 of the Public Contract Code, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of the work, construction of the Project, and/or compliance with procedures or standards set forth in the Contract Documents, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER (each, a “Claim”), then Contractor shall first follow the procedures set forth in this Agreement, including but not limited to Section 3.2, “Change Orders.” If a dispute remains, then Contractor shall give written notice by registered or certified mail with return receipt requested, and such Claim shall be resolved as set forth below.

(c) **Form and Contents of Claim.** The Claim shall be submitted to the City within thirty (30) days of receiving the City’s written decision regarding the dispute, or the date the Contractor contends such decision was due, and in no event later than the date of final payment. Contractor’s written claim must identify itself as a “Claim” under this Section 3.3 and must include the following: (1) a narrative of pertinent events; (2) citation to contract provisions; (3) theory of entitlement; (4) complete pricing of all cost impacts; (5) a time impact analysis of all time delays that shows actual time impact on the critical path; (6) documentation supporting items 1 – 5; and (7) verification under penalty of perjury of the claim’s accuracy. The Claim shall be priced like a Change Order, and must be updated every thirty (30) days as to cost and entitlement if it remains a continuing Claim. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a Claim. Contractor shall bear all costs incurred in preparation, submittal, and administration of a Claim.

(d) **Administration After Claim Submittal.**

1. City may render a final decision based solely on the materials submitted in support of the Claim or may in its sole discretion conduct an administrative hearing on the Claim, in which case Contractor shall appear, participate, answer inquiries, and present any further evidence or analysis requested by City. Should City take no action on the Claim within forty-five (45) days (or any extension thereof mutually agreed upon by City and Contractor, or any such greater time to respond afforded City under Section 9204(d)(1)(C) of the Public Contract Code) of submittal, it shall be deemed denied.
2. If Contractor disputes City’s written response, or if City fails to respond to a Claim within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

3. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, City will provide Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within sixty (60) days after City issues its written statement. Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with City and Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If City and Contractor cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to Section 3.3(f) of this Agreement.
4. Failure by City to respond to a Claim within the time periods described in Section 9204 of the Public Contract Code or to otherwise comply with the time requirements of that section shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of City's failure to have responded to a claim, or its failure to otherwise comply with the time requirements of Section 9204 of the Public Contract Code, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant filing the Claim.
5. Notwithstanding and pending the resolution of any Claim or dispute, Contractor shall diligently perform the disputed work to final completion in accordance with the City's direction.

(f) Compliance

1. The provisions of this Section 3.3 constitute a non-judicial claim settlement procedure that, pursuant to California Government Code Section 930.2, shall constitute a condition precedent to the submittal of a valid claim under the California Government Code. Any Government Code claims alleging disputed work must affirmatively indicate prior compliance with this Section 3.3. In accordance with Richmond Municipal Code Section 1.10.010(b), all Government Code claims must be presented no later than the 100th day after the earlier of (i) the date the City actively or passively denied the Claim, or (ii) substantial completion or termination of the contract.
2. **Failure to submit and administer Claims as required in Section 3.3 shall waive Contractor's right to compensation for any disputed work not included in a timely Claim. Disputes not raised in a timely protest and timely**

Claim submitted under this Section 3.3 may not be asserted in any subsequent Government Code claim, administrative hearing, or civil action.

3. City shall not be deemed to waive any provision under this Section 3.3 if, at City's sole discretion, a Claim is administered in a manner not in accord with this Section 3.3. Waivers or modifications of this Section 3.3 may only be made by signed Change Order approved as to form by legal counsel for both City and Contractor. Oral or implied modifications shall be of no force or effect.

Section 3.4 Indemnification.

(a) To the fullest extent permissible by law, Contractor shall indemnify, defend, and hold harmless, and require its subcontractors to defend, indemnify and hold harmless, the City, its elected and appointed officials, and all of its employees, volunteers and agents (the "Indemnified Parties"), from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and other defense costs (collectively, "Actions"), resulting from injury to or death sustained by any person (including Contractor's or any subcontractors' employees), or damage to property of any kind, or any other injury or damage whatsoever, which Actions arise out of or are in any way connected with the construction of the Project, regardless of Contractor's fault or negligence; provided, however, that Contractor's, and Contractor's subcontractors' indemnity obligations hereunder shall not apply to the extent any Actions are caused by the active negligence or willful act or omission of an Indemnified Party. The indemnification obligations of Contractor and its subcontractors shall extend to Actions asserted after termination of this Agreement for whatever reason for the full period of time allowed by law.

(b) In Actions against any person or entity indemnified under Section 3.4(a) above by an employee of Contractor or its subcontractors, anyone directly or indirectly employed by any one of them or anyone for whose acts one of them may be liable, the indemnification obligation under Section 3.4(a) above shall not be limited by a limitation on amount or type of damages, compensation of benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts.

(c) The defense and indemnification obligations set forth in Section 3.4(a) above are undertaken in addition to, and shall not in any way be limited by, the insurance obligations set forth in the Project Specifications.

Section 3.5 Non-Liability of City Officials, Employees and Agents.

No member, official, employee or agent of the City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount which may become due to Contractor or its successor or on any obligation under the terms of this Agreement.

Section 3.6 No Third Party Beneficiaries.

There shall be no third party beneficiaries to this Agreement.

Section 3.7 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 3.7(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. Contractor shall exercise due diligence to ensure that the prohibition in this Section 3.7(a) is followed.

(b) The conflict of interest provisions of Section 3.7(a) above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the City of Richmond, and any immediate family member or dependent of such person.

Section 3.8 Notices, Demands and Communications.

If at any time after the execution of this Agreement it shall become necessary or convenient for one of the Parties hereto to serve any notice, demand or communication upon the other Party, such notice, demand or communication shall be in writing and shall be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid or delivered by express delivery service, return receipt requested and

(1) if intended for the City shall be addressed to:

City of Richmond
450 Civic Center Plaza
Richmond, California 94804
Attention: Tawfic Halaby

With copy to:

City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
Attention: City Attorney

(2) if intended for Contractor shall be addressed to:

W. R. Forde Associates, Inc.
984 Hensley Street
Richmond, CA 94801
Attn: Donald Russell

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is affected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Any Party may change its address at any time by giving written notice of such change at least ten (10) days prior to the date such change is desired to be effective.

Section 3.9 Applicable Law.

This Agreement shall be governed by California law. This Agreement is made in Contra Costa County, California, and any action relating to this Agreement shall be instituted and prosecuted in the courts of Contra Costa County, California.

Section 3.10 Parties Bound.

Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor, successor, or assign of such Party who has acquired an interest in compliance with the terms of this Agreement or under law. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the Parties.

Section 3.11 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 3.12 Force Majeure.

Performance by either Party shall not be deemed to be in default when delays in performance are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, or court order, or any other similar causes (other than lack of funds of Contractor) beyond the control or without the fault of the Party claiming an extension of time to perform ("Force-Majeure Delays"). In no event shall any extension of any period of time be deemed to have occurred unless the Party claiming the Force-Majeure Delay gives written notice to the other Party within ten (10) days following the commencement of any such delay, setting forth the facts giving rise to the Force-Majeure Delay request, the expected

duration of the delay, and the steps the Party intends to take to minimize the Delay. During the Force-Majeure Delay, the Party whose performance is delayed shall keep the other Party reasonably informed of the situation and the steps taken by such Party to continue performance and minimize delay. After the Force-Majeure Delay is over, the Parties shall in good faith jointly prepare an accurate written record of the circumstances giving rise to delay, specifying the commencement date and duration of the Force-Majeure Delay and the cause thereof, which record shall be signed by each Party to confirm agreement with respect to its content. In no event shall the City be required to agree to cumulative Force-Majeure Delays in excess of sixty (60) days unless the City is the cause of such delay. In the event that the parties cannot agree upon a record of the circumstances giving rise to the Force-Majeure Delay, the procedures set forth in Section 3.3 of this Agreement shall apply.

Section 3.13 Waivers.

Any waiver by the City of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of Contractor or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Contractor to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by Contractor shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

Section 3.14 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 3.15 Entire Understanding of the Parties.

The Contract Documents – along with any written change orders and dispute determinations that may be issued by the City in the course of performance – shall constitute the entire understanding and agreement of the Parties with respect to construction of the Project. The Contract Documents, written change orders (if any), and dispute determinations (if any) are deemed complementary and should be interpreted together.

Section 3.16 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts. A facsimile or electronic signature to this Agreement shall be as valid as an ink signed original.

[Signatures on following page]

WHEREAS, this Agreement has been entered into by the undersigned as of the date first above written.

Reviewed By:

DocuSigned by:

Teresa Stricker

7AE7F37F49BF413...

City Attorney

ATTEST:

DocuSigned by:

Pamela Christian

C6643BFF4A43406...

City Clerk

CITY:

CITY OF RICHMOND, a municipal corporation and charter city

By:

Tom Butt

DocuSigned by:

Name:

Thomas K. Butt

64A4FEAB53BE4C0...

Its:

CONTRACTOR:

W. R. Forde Associates, Inc.

DS

DR

By:

Donald J. Russell

Name:

Donald J. Russell

Its:

President

**Exhibit A
Proposal**

City of Richmond
Cutting Boulevard and Harbour Way South Bikeways

**CITY OF RICHMOND
PUBLIC WORKS DEPARTMENT**

PROPOSAL

The undersigned declares that he has carefully examined the location of the proposed work of:

Cutting Boulevard and Harbour Way South Bikeways

The work to be done and referred to herein is in the City of Richmond, Contra Costa County, State of California. Construction to be in accordance with the Special Provisions including the payment of not less than the minimum wage rates set forth herein and the Contract annexed hereto and also in accordance with the Standard Specifications and the current "Equipment Rental Rates and General Prevailing Wage Rates" on file in the office of the City Clerk of the City of Richmond.

To the City of Richmond Department of Public Services:

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work; and the Plans therein referred to; and he proposes, and agrees if this Proposal is accepted, that he will contract with the City of Richmond to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following item prices to wit:

**HARBOUR WAY SOUTH BIKEWAY
BID SCHEDULE A**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
1A	Mobilization	1	LS	15000	15000
2A	Traffic Control	1	LS	70,000	70,000
3A	Construction Layout	1	LS	50,000	50,000
4A	Rubber Curb	50	LF	100-	5,000-
5A	Parking Bumper	56	EA	150-	8400-
6A	Single sign panel on metal post	52	EA	300-	15,600-
7A	Sign panel on existing post	9	EA	150-	1,350-
8A	Two sign panels on metal post	7	EA	350-	2,450-
9A	Bay Trail sign on wooden post	1	EA	250-	250-
10A	Remove and salvage sign panel	23	EA	100-	2,300-
11A	Relocate sign panel	3	EA	100-	300-
12A	Surface Mounted Channelizer	200	EA	300-	60,000-
13A	Rubber Lane Separator	170	EA	200-	34,000-
14A	Remove Linear Striping	22860	LF	1-	22,860-
15A	Remove Nonlinear Striping	1460	SF	3-	4,380-
16A	Remove Raised Pavement Marker	70	EA	3-	210-
17A	Green Thermoplastic Markings	10800	SF	11-	118,800-
18A	Limit Line (12")	250	LF	4-	1000-
19A	Crosswalk Bar and Border	2390	SF	6-	14,340-
20A	White Thermoplastic Markings	1615	SF	4-	6,460-
21A	Double yellow Centerline	7550	LF	3-	22,650-
22A	Solid thermoplastic white line (6")	17145	LF	2-	34,290-
23A	Solid thermoplastic white line (8")	295	LF	3-	885-
24A	Dashed thermoplastic white line (6")	810	LF	1-	810-
25A	Dashed thermoplastic white line (8")	200	LF	2-	400-
26A	Raised Pavement Marker	44	EA	6-	264-
27A	Dashed thermoplastic yellow line (6")	3440	LF	1-	3440-

TOTAL BID SCHEDULE A

\$495,430

(Written in numerals)

TOTAL BID SCHEDULE A

four hundred ninety five thousand
four hundred thirty nine no/100

(Written as text)

**HOFFMAN BOULEVARD BIKEWAY
BID SCHEDULE B**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
1B	Mobilization	1	LS	15000	15000
2B	Traffic Control	1	LS	25000	25000
3B	Construction Layout	1	LS	20000	20000
4B	Single sign panel on metal post	9	EA	300-	2,700-
5B	Sign panel on existing post	10	EA	200-	2,000-
6B	Two sign panels on metal post	4	EA	350-	1,400-
7B	Bay Trail sign on wooden post	2	EA	300-	600-
8B	Remove and salvage sign panel	9	EA	100-	900-
9B	Surface Mounted Channelizer	90	EA	300-	27000-
10B	Rubber Lane Separator	90	EA	200-	18000-
11B	Remove Linear Striping	4620	LF	1-	4,620-
12B	Remove Nonlinear Striping	180	SF	3-	540-
13B	Remove Raised Pavement Marker	405	EA	5-	2025-
14B	Green Thermoplastic Markings	4510	SF	12-	54,120-
15B	Limit Line (12")	20	LF	3-	60-
16B	Crosswalk Bar and Border	2800	SF	6-	16,800-
17B	White Thermoplastic Markings	390	SF	4-	1,560-
18B	Double yellow Centerline	2830	LF	3-	8490-
19B	Solid thermoplastic white line (6")	4430	LF	2-	8860-
20B	Solid thermoplastic white line (8")	550	LF	2-	1,100-
21B	Dashed thermoplastic white line (6")	876	LF	1-	876-
22B	Dashed thermoplastic yellow line (6")	1720	LF	1-	1,720-
23B	Solid thermoplastic yellow line (6")	150	LF	2-	300-
24B	Traffic Signal System Modifications @ Harbour Way / Hoffman Blvd	1	LS	75000	75000-
25B	Traffic Signal System Modifications @ Hoffman Blvd / Cutting Blvd	1	LS	75000	75000

TOTAL BID SCHEDULE B

\$ 363,671

(Written in numerals)

TOTAL BID SCHEDULE B

three hundred sixty three

(Written as text)

six hundred seventy one no/100

**CUTTING BOULEVARD TWO WAY CLASS IV FACILITY
BID SCHEDULE C**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
1C	Mobilization	1	LS	2000	2000
2C	Traffic Control	1	LS	5000	5000
3C	Construction Layout	1	LS	2000	2000
4C	Water Pollution Control	1	LS	1000	1000
5C	Concrete Removal	300	SF	25-	7500-
6C	Curb Ramp	300	SF	60-	18000-
7C	Asphalt Berm	1400	LF	25-	35000-
8C	Slurry Seal	45000	SY	3.50	157,500-
9C	White Thermoplastic Markings	2560	SF	4-	10,240-
10C	Limit Line (12")	200	LF	4-	800-
11C	Crosswalk Bar and Border	4060	LF	6-	24,360-
12C	Double yellow Centerline	720	LF	3-	2,160-
13C	Solid thermoplastic white line (6")	9720	LF	1.50	14,580-
14C	Solid thermoplastic white line (8")	1060	LF	2-	2,120-
15C	Dashed thermoplastic white line (6")	5280	LF	1-	5,280-
16C	Dashed thermoplastic yellow line (6")	9970	LF	1-	9,970-
17C	Solid thermoplastic yellow line (6")	6520	LF	1.50	9,780-
18C	Yield Line-A24E	2	EA	25-	50-
19C	Chevron Marking	16	EA	40-	640-
20C	Green Thermoplastic Markers	8210	SF	12-	98,520-
21C	Surface Mounted Channelizer	336	EA	300-	100,800-
22C	Rubber Lane Separator	152	EA	200-	30,400-
23C	Blue Marker	12	EA	15-	180-
24C	Single sign panel on metal post	26	EA	300-	7800-
25C	Sign panel on existing post	1	EA	200-	200-
26C	Two sign panels on metal post	18	EA	350-	6,300-
27C	Sign panel on traffic signal	2	EA	150-	300-
28C	Remove and salvage sign panel	2	EA	100-	200-
29C	Traffic Signal Modification Cutting and Canal	1	EA	120,000	120,000-

TOTAL BID SCHEDULE C

762,680

(Written in numerals)

TOTAL BID SCHEDULE C

seven hundred sixty two

(Written as text)

Six hundred eighty nine and 100/100

**CUTTING BOULEVARD TWO WAY CLASS IV FACILITY
BID SCHEDULE C**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
1C	Mobilization	1	LS		
2C	Traffic Control	1	LS		
3C	Construction Layout	1	LS		
4C	Water Pollution Control	1	LS		
5C	Concrete Removal	300	SF		
6C	Curb Ramp	300	SF		
7C	Asphalt Barm	1400	LF		
8C	Slurry Seal	45000	SY		
9C	White Thermoplastic Markings	2560	SF		
10C	Limit Line (12")	200	LF		
11C	Crosswalk Bar and Border	4060	LF		
12C	Double yellow Centerline	720	LF		
13C	Solid thermoplastic white line (6")	9720	LF		
14C	Solid thermoplastic white line (8")	4060	LF		
15C	Dashed thermoplastic white line (6")	5280	LF		
16C	Dashed thermoplastic yellow line (6")	9970	LF		
17C	Solid thermoplastic yellow line (6")	6520	LF		
18C	Yield Line-A24E	10	EA		
19C	Chevron Marking	16	EA		
20C	Green Thermoplastic Markers	8210	SF		
21C	Surface Mounted Channelizer	336	EA		
22C	Rubber Lane Separator	152	EA		
23C	Blue Marker	12	EA		
24C	Single sign panel on metal post	21	EA		
25C	Sign panel on existing post	1	EA		
26C	Two sign panels on metal post	17	EA		
27C	Bay Trail sign on wooden post	5	EA		
28C	Sign panel on traffic signal	2	EA		
29C	Remove and salvage sign panel	2	EA		
30C	Traffic Signal Modification Cutting and Cana	1	EA		

TOTAL BID SCHEDULE C

(Written in numerals)

TOTAL BID SCHEDULE C

(Written as text)

City of Richmond
Cutting Boulevard and Harbour Way South Bikeways

Bids are required for the entire work. The amount of the bid for comparison purposes shall be the Total Bid which is the sum of Base Bid Schedules A, B, and C. The contract will be awarded to the lowest responsive, responsible bidder based on the Total Bid.

The bidder shall set forth each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

It is hereby agreed that the undersigned, as Bidder, shall furnish a Faithful Performance Bond and a Payment Bond, each in an amount equal to one hundred percent (100%) of the total amount of this proposal, to the City of Richmond and at no expense to said City, executed by a responsible surety acceptable to said City, in the event that this Proposal is accepted by said City of Richmond.

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two (2) bonds in the sums to be determined as aforesaid with surety satisfactory to the City of Richmond within ten (10) days, not including Sundays and legal holidays, after the bidder has received notice that the Contract has been awarded, the City of Richmond may, at its option, determine that the Bidder has abandoned the Contract and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the City of Richmond.

Accompanying this Proposal are Bidder's Bond (Note: Insert the words "Cashier's Check," "Certified Check," or "Bidder's Bond" as the case may be) in an amount equal to at least ten percent (10%) of the total bid, Bidder's Statement of Subcontractors, Bidder's Statement of Suppliers for Major Equipment and Materials and Experience Qualifications.

Bidder acknowledges receipt of the following addendum(s):

Addendum	Date	Initial
1	05 28 21	(Signature)
2	06 14 21	(Signature)

The undersigned is licensed in accordance with the Act providing for registration of contractors, License No. 1025853, Expiration Date 04 30 2023.

Name of Bidder

W.R. Forde Associates, Inc.

Signature of Bidder

(Signature)

Name and Title

Donald J Russell, President

Business Address

984 Hensley Street
Richmond, CA 94801

Telephone Number:

510 215 9338

Fax Number:

510 215 9867

Email:

bids@wforde.net

(If an individual, so state. If a partnership, state the name of the partnership and supply information to the satisfaction of the Director covering the authority of the individual or individuals who have signed the Proposal to sign on behalf of the partnership. If a firm or corporation, state the legal name of the firm or corporation and supply information to the satisfaction of the Director concerning the authority of the individual or individuals who have signed the Proposal to sign on behalf of the firm or corporation.)

City of Richmond
Cutting Boulevard and Harbour Way South Bikeways

NONCOLLUSION AFFIDAVIT TO BE EXECUTED AND SUBMITTED WITH BID

All bidders shall complete the following form and submit it with their bids:

State of California

County of Contra Costa

[name] Donald J Russell, being first duly sworn, deposes and says that he or she is
[title] President of [company] LR Forde Associates, Inc., the party making the foregoing bid
that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association,
organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or
indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly
colluded, conspired, or connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall
refrain from bidding; that 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, or to secure any advantage against
the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in
the bid are true; and, further, that 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 thereto, or paid, and will not
pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or
agent thereof to effectuate a collusive or sham bid.

City of Richmond
Cutting Boulevard and Harbour Way South Bikeways

BID BOND

KNOW ALL MEN BY THESE PRESENTS.

That We, W. R. FORDE ASSOCIATES, INC., as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, are hereby held and firmly bound unto the City of Richmond, in the penal sum of TEN PERCENT (10%) of the total bid submitted by said Principal to the City of Richmond for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, whereas the Principal has submitted to the City of Richmond a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the **CUTTING BOULEVARD AND HARBOUR WAY SOUTH BIKEWAYS, STATE PROJECT NO. PPNO233Q**

NOW, THEREFORE, if said bid submitted by the Principal be accepted and the contract be awarded to the Principal and the Principal shall, within ten (10) days after having received notice that the contract has been awarded to the Principal, enter into the Contract so awarded, shall furnish the required corporate surety bonds and insurance coverage verification and shall in all other respects perform the agreement created by the acceptance of the bid, then this obligation shall be void, otherwise the same shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City of Richmond may accept such Bid; and said Surety does hereby waive notice of such extension.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Richmond in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals on this

2 day of JUNE, 2021.

W. R. FORDE ASSOCIATES, INC.

By: 

Title

DONALD J. RUSSELL, PRESIDENT

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: 

Title:

BRYAN RICHMOND, ATTORNEY-IN-FACT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of NAPA)On JUNE 2, 2021 before me, K. M. WILLBACK, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

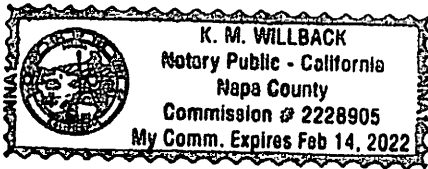
personally appeared BRYAN RICHMOND

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

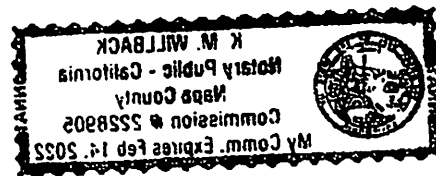
☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney In Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney In Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY
COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**


KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jeffrey D. ERICKSON, Karen M. WILLBACK, Robert E. CHOVICK, Michael BOGGES, Clay THOMPSON and Bryan RICHMOND**, all of Napa, California, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

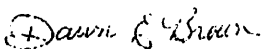
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of April, A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: **Robert D. Murray**
Vice President




By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 25th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2 day of JUNE, 2021.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

City of Richmond
Cutting Boulevard and Harbour Way South Bikeways

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the City of Richmond, in the penal sum of TEN PERCENT (10%) of the total bid submitted by said Principal to the City of Richmond for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, whereas the Principal has submitted to the City of Richmond a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the

NOW, THEREFORE, if said bid submitted by the Principal be accepted and the contract be awarded to the Principal and the Principal shall, within ten (10) days after having received notice that the contract has been awarded to the Principal, enter into the Contract so awarded, shall furnish the required corporate surety bonds and insurance coverage verification and shall in all other respects perform the agreement created by the acceptance of the bid, then this obligation shall be void, otherwise the same shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City of Richmond may accept such Bid; and said Surety does hereby waive notice of such extension.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Richmond in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals on this _____ day of _____, 20____.

By: _____

Title: _____

By: _____

Title: _____

City of Richmond
Cutting Boulevard and Harbour Way South Bikeways

FORM A-1

BIDDER STATEMENT OF SUBCONTRACTORS

NAME OF BIDDER W.F. Forde Associates, Inc. PROJECT NAME OR DESCRIPTION Cutting Blvd. & Harbor Way South Bikeways.

COMPANY NAME AND ADDRESS	CONTACT PERSON AND TELEPHONE #	ITEM DESCRIPTION	CHECK BOX IF FIRM IS RBE	PROPOSED SUBCONTRACTOR AMOUNT AND PERCENT OF TOTAL BID	SUBCONTRACTOR'S CSLB LICENSE NUMBER AND DIR NUMBER
Bayside Stripe & Seal PO Box 703 Petaluma, CA 94953	Ramy Mughannam (707) 765-2871	Striping + Signage		Amount: \$541,319.50 Percent: 33.4%	CSLB: 883985 DIR: 1000001757
Mike Brown Electric 561-A Mercantile Drive Cotati, CA 94931	Justin Allred (707) 792-8100	Electrical		Amount: \$198,168 Percent: 12.2%	CSLB: 306767 DIR: 1000000469
VSS International 3785 Channel Drive West Sacramento, CA 95691	Will Cross (916) 373-2410	Slurry Seal		Amount: \$159,750 Percent: 9.9%	CSLB: 293727A DIR: 1000001231
				Amount: Percent:	CSLB: DIR:
				Amount: Percent:	CSLB: DIR:
				Amount: Percent:	CSLB: DIR:
			TOTAL		

Donald J. Russek President
PRINT NAME TITLE
SIGNATURE DATE June 10, 2021

City of Richmond
Cutting Boulevard and Harbour Way South Bikeways

FORM A-2

BIDDER STATEMENT OF MAJOR SUPPLIERS

NAME OF BIDDER WR Forde Associates Inc. PROJECT NAME OR DESCRIPTION Cutting Blvd & Harbour Way South Bikeways

COMPANY NAME AND ADDRESS	CONTACT PERSON AND TELEPHONE #	ITEM DESCRIPTION	CHECK BOX IF FIRM IS RBE	PROPOSED SUPPLIER AMOUNT AND PERCENT OF TOTAL BID	SUPPLIER'S DIR NUMBER
Dutra materials 961 Stenmark Richmond, CA	aaron johnson 510-970-7717	AB & AC	✓	Amount: \$18,000- Percent: 1.1%	n/a.
Central Concrete 2100 Peralta Oakland, CA	Dave Rios 866-404 1086	Concrete		Amount: \$15,000- Percent: 0.9%	n/a
				Amount: Percent:	
				Amount: Percent:	
				Amount: Percent:	
				Amount: Percent:	
			TOTAL		

Donald J Russell President
PRINT NAME TITLE
Signature Date June 10, 2021
SIGNATURE DATE