REQUEST FOR QUOTE – PROJ #CC16-082 CRUSH MISC. BASE FROM EXISTING CONCRETE/ASPHALT

City of Victorville
14343 Civic Drive
P.O. Box 5001
Victorville, CA 92393-5001

DATE: March 16, 2016

TO:

QUOTE DUE TIME AND DATE: THURSDAY, MARCH 24, 2016 @ 2:00 P.M.

CONTRACT DOCUMENTS: City of Victorville's website at www.ci.victorville.ca.us will have the complete package and can also be downloaded on www.ebidboard.com a construction bid board.

CONTACTS - FOR QUESTIONS REGARDING

Procurement Process:

Celeste Calderon, Management Specialist
Phone: (760) 955-5082, Fax: (760) 269-0045, e-mail cmcalderon@victorvilleca.gov

Technical or Schedule Questions

Elizabeth Becerra
Phone: (760) 243-6390, email: ebecerra@victorvilleca.gov

SCOPE OF SERVICES

Location of work to be performed on
City of Victorville property,
Asphalt and Concrete stock pile
George Blvd and Carolina.

Crush mixed portlant cement concrete and asphalt, cement stockpile the crusher shall be adjusted to create CRUSHED MISCELLANEOUS BASE (CMB). Control/Quality Assurance. Quality control shall be the responsibility of the Contractor. CMB shall be stockpiled in such a manner as to prevent segregation and to occupy a minimum of yard space. Stockpiling shall be included in the price paid for crushing. The crusher and attendant generator shall have current MDAQMD permits for operation. The crusher shall be equipped with devices to prevent the creation of fugitive dust. Water applied to the crushed material shall not exceed 2% of the dry weight of the material. Concrete and Asphalt stockpiles are in excess of 8000 tons.

INSTRUCTIONS TO BIDDERS:

I. BID PROPOSAL AND CONTRACT DOCUMENT:

The Bid Proposal Documents and Contract Documents shall consist of the Instructions to Bidders, Scope of Work, Proposal, Worker's Compensation, Bidder's Bond with cash, certified check, cashier's check or bond, Bid Proposal, List of Subcontractors, Non-Collusion Affidavit, Contract, Payment Bond, Faithful Performance Bond, and Guaranty, together with all additions, deletions, modifications, appendices, and all addenda, as prepared prior to the date of this bid opening, setting forth any modifications or interpretations of said documents, are hereby incorporated in and made a part of these Special Provisions, Proposal, and Contract.

II. SENATE BILL 854 REQUIREMENTS:

Senate Bill 854 established a new public works contractor registration program which collects fees to fund compliance monitoring and enforcement. All contractors and subcontractors intending to bid or perform

work on public works projects will be required to register, and annually renew, online for the program. The cost to register is currently $300.00 and is a non-fundable DIR fee paid to the State. Contractors and/or subcontractors submitting bids must be registered by March 1, 2015.

No contractor or subcontractor may be listed on a bid proposal for a public works project, submitted on or after March 1, 2015, unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a).
No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015, unless registered with the DIR pursuant to Labor Code section 1725.5.
This project is subject to compliance monitoring and enforcement by the DIR. (www.dir.ca.gov)

III. PREVAILING WAGES:

The contractor and sub-contractor shall comply with all federal regulations and guidelines required in the performance of this contract. Updated wage can be obtained by visiting www.dir.ca.gov for State Prevailing Wage Rate. Notwithstanding anything in the Contract Documents to the contrary, Contractor shall be responsible for using up-to-date wage rates. This project is subject to compliance monitoring and enforcement by the DIR.

IV. ELECTRONIC CERTIFIED PAYROLL REPORTING (eCPR):

Contractors and subcontractors on all public works projects awarded on or after April 1, 2015, must use this system to furnish certified payroll records (CPRs) to the Labor Commissioner. Contractors and subcontractors who have been submitting PDF copies of their CPRs for earlier projects must also begin using the new system. For more information please go to www.dir.gov under Labor Law Public Works.

V. BEGINNING OF WORK AND TIME OF COMPLETION:

The Work under this contract shall be diligently prosecuted to completion before expiration of the **(30) calendar days** beginning within fifteen calendar days after the "Notice to proceed" date.

VI. LIQUIDATED DAMAGES:

The Contractor shall pay the City of Victorville the sum of **$200.00 per day** for each and every calendar day delay in finishing the work in excess of **(30) thirty calendar days** as specified above as Liquidated Damages.

VII. CALIFORNIA CONTRACTORS LICENSE AND CITY OF VICTORVILLE BUSINESS LICENSE:

The successful bidder and subcontractor must possess a valid California Contractor's License, as well as a valid City of Victorville Business License at the time of the award of this contract, to complete the work as described.

VIII. INSURANCE:

The Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by the Contractor, their agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

a. Insurance Services Office Commercial General Liability coverage
Insurance Services Office form covering Automobile
Liability, Code I (any auto)
b. Workers' Compensation insurance as required by the State of California and
Employer's Liability Insurance

d. Course of Construction /Inland Marine Insurance for Work on Site. The Contractor shall purchase and maintain insurance to the full contract and insurable value thereof, commonly referred to a Course of Construction, Builders' Risk, or an Inland Marine policy that offers "Installation" coverage.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

a. **Comprehensive General and Automobile Liability Insurance**

Contractor shall procure and maintain at its own expense, during the term of this Agreement, comprehensive general liability insurance, of not less than One Million Dollars ($1,000,000.00) per occurrence, and Two Million Dollars ($2,000,000.00) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers, and agents, and independent contractors. Contractor shall further procure and maintain, at its own expense, during the Term of this Agreement, Commercial Vehicle Liability Insurance covering person injury and property damage, of not less than One Million Dollars ($1,000,000.00) combined single limit, covering any vehicle utilized by Contractor or its officers, employees, servants, volunteers, or agents and independent contractors in performing the services required by this Agreement.

b. **Workers' Compensation Insurance**

1. Contractor shall procure and maintain at its' own expense, during the Term of this Agreement, Workers' Compensation Insurance, providing coverage as required by the California State Workers' Compensation Law.

2. If any class of employees employed by the Contractor, pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the City of Victorville.

3. Course of Construction/Inland Marine Insurance Completed Value of the project including owned, leased and rented equipment. This insurance shall include the interest of the City, its officers, officials, employees, agents and volunteers. Contractor and subcontractors and will cover their Work at the site and all materials, supplies, equipment, machinery and apparatus entering into the construction of the Work site.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention that pertains to the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, the City of Victorville, its officers, employees, servants, volunteers, and agents and

independent contractors, including, without limitation, City of Victorville, are named as Additional Insured's. The coverage shall contain no special limitations on the scope of protection afforded to the City of Victorville, its officers, officials, employees, agents or volunteers.

2. Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the City of Victorville, its officers, volunteers, employees, contractors, and subcontractors.

3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City of Victorville, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Victorville, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City of Victorville, its officers, officials, employees, agents or volunteers.

5. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice, by certified mail return receipt requested, has been given to the City. In the case of non-payment, ten (10) days' advance written notice shall be given.

Course of Construction Policies Shall Contain the Following Provisions

1. City of Victorville shall be named as loss payee

2. Notwithstanding any inconsistent statement in any required insurance policies of any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, the City of Victorville and its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, City Attorney, are named as Additional Insured's

3. Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the City of Victorville and its officers, volunteers, employees, Contractors and subcontractors

Acceptability of Insurers

Insurance is to be placed with insurers that have a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish City of Victorville with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences. As an alternative to City's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Subcontractors

The Contractor shall include all subcontractors as insured under the policies, or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Subcontractors shall be subject to all of the requirements stated herein.

IX. PAYMENT:

On or about the first of each calendar month, the Contractor shall request payment for the work performed prior to such date.

Upon approval of the Public Works Director, or the designee, of the Contractor's estimate of work completed, the City will make a progress payment to the Contractor less 5% retention.

In preparing estimates, the material delivered on the site, preparatory work done, and the cost of bonds and insurance paid may be taken into consideration.

X. INDEMNIFICATION:

Notwithstanding the limits of any insurance, Contractor shall indemnify the City, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the City its officials, officers, agents, volunteers or employees, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officials, volunteers, officers, agents, and employees harmless therefrom;

(c) In the event the City, its officials, officers, agents, volunteers or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

(d) Contractor's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the

California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

XI. PERMITS AND LICENSES:

The Contractor shall obtain all necessary licenses and permits, including but not limited to a business license, and encroachment permits from the City for all work in public right-of-way to accomplish the work. Permits for City-related contracts are to be obtained at no cost. The Contractor shall obtain all required permits prior to commencing work and shall submit the work in progress to periodic inspection by the appropriate Inspector of the City of Victorville Public Works Department, and shall honor all correction notices issued by same. All contacts, regarding inspections, shall be made to the Public Works Department.

XII. GUARANTY AND BONDS:

A material and workmanship guaranty for a period of twelve (12) months from the date of acceptance of the work will be required. A guaranty form for this purpose is included in the Proposal.

For projects over $20,000.00 (including labor and materials), the Contractor, simultaneously with execution of the Contract, shall furnish a surety bond in an amount equal to one hundred percent **(100%)**, of the contract price as security for the **faithful performance** of the Contract, and a separate surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the **payment** of all persons performing labor and furnishing materials in connection with the Contract. Bonds must be issued by an admitted surety insurer in the State of California, as set forth in the Public Contract Code, Section 20170.

Full compensation for furnishing the guaranty and bonds will be considered as included in the contract price or prices paid for the items or work involved and no additional compensation will be allowed therefor.

XIII. CONTRACTOR'S RESPONSIBILITIES:

The Contractor shall be responsible for safe, efficient, and adequate methods and equipment during the progress of the work in order to secure the safety of the workers, the quality of work required, and the stipulated rate of progress. It shall be the Contractor's responsibility to perform the work strictly in accordance with the Specifications and original contract drawings and any revisions as may be made therein by the Public Works Director, or the designee, from time to time in the form of revised contract drawings or written change orders issued.

The Contractor shall assume the defense of and indemnify and save harmless the City, its officers and agents from all claims of any kind arising from its own negligence or that of its agents in the performance of the contract. The Contractor shall be responsible for the custody of any material furnished for the care of all the work until its completion and final acceptance, and Contractor shall, at Contractor's own expense, replace damaged or lost material and repair damaged parts of the work, or the same may be done at Contractor's expense by the City. All concrete spoils and disposal is the responsibility of the contractor.

During the progress of the work, the Contractor shall keep the premises, occupied by, in a neat and clean condition, and free from any unsightly accumulation of rubbish. Contractor shall remove from the vicinity of the completed work all plant, building, rubbish, unused materials, concrete forms, and equipment belonging to Contractor or used under Contractor's direction during construction, and in the event of failure to do so, the same may be removed by the City at the expense of the Contractor.

All operations of the Contractor shall be conducted in a manner that avoids unnecessary dust. To this end, the Contractor shall provide the necessary equipment, materials, and water, together with all labor to keep all parts of the work adequately sprinkled, which, in the opinion of the Director of Public Works, require sprinkling in order to avoid nuisance from dust including dust caused by public traffic.

The contractor must provide all invoicing from the concrete supplier, to ensure the proper mix is used. Copies of all job tickets must be submitted.

XIV. TRESPASS:

The Contractor shall be responsible for all damage or injury which may be caused on any property by trespass of the Contractor's employees in the course of their employment whether the said trespass was committed with or without the consent or knowledge of the Contractor.

XV. SAFETY, SANITARY, AND MEDICAL REQUIREMENTS:

The Contractor, Contractor's employees, subcontractors, and their employees, shall promptly and fully carry out the existing safety, sanitary, and medical requirements as prescribed by the Division of Industrial Safety and by County or State Health Departments to the end that proper work shall be done, and the safety and health of the employees and of the community may be conserved and safeguarded. In case such regulations and orders are not observed by the Contractor, they may be enforced by the Director of Public Works at the Contractor's expense.

XVI. WATER AND POWER:

Unless otherwise provided in the Special Provisions, the Contractor shall provide, at Contractor's expense, all necessary water and power required for operations under the Contract. During the progress of the work, Contractor shall ensure that existing facilities, fences, and other structures are adequately protected and, upon completion of all work, all facilities that may have been damaged are restored to a condition acceptable to the City. The City will assist the Contractor, at his specific request, in locating existing utilities.

XVII. PROTECTION OF EXISTING UTILITIES:

The Contractor shall call Underground Service Alert (USA) at (800) 422-4133, two (2) working days in advance of beginning work so they can mark utilities. Whenever the improvement requires the relocation or replacement of an existing utility under the Contract, this information will be shown on the Plans. Unless this notation is shown on the Plans, the Contractor shall assume that the utility is to remain in place or be relocated or replaced by others.

The Contractor is responsible for the protection of any utilities and for any damage to any such utility during the prosecution of the work. Any damage to a utility shall be repaired to the satisfaction of the organization owning the facility. The City reserves the right, if so requested by the owning utility, to permit the owning utility to repair such damage, and all expenses of whatever nature arising from such damage shall be borne by the Contractor.

XVIII. WORK ZONE – TRAFFIC CONTROL DEVICES:

All Work Zones are to be properly delineated with the appropriate traffic control devices and to be utilized in accordance with the American Public Works Association (APWA) of the Southern California Chapter Work Area Traffic Control Handbook (WATCH) manual

XIX. TERMINATION FOR CONVENIENCE:

The City of Victorville may, by written notice, terminate this contract in whole or in part, when deemed in the City's interest. Upon termination of this contract, the City of Victorville shall only be liable for payment under the payment provisions of this contract for services rendered or supplies furnished prior to the effective date of termination.

TERMINATION FOR DEFAULT

The City of Victorville, may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

1. Deliver the supplies or to perform the services within the time specified in this contract or any extension; or
2. Make progress, so as to endanger performance of this contract; or
3. Perform any of the other provisions of this contract.

XX. ENTIRE AGREEMENT:

This contract, including any attachments hereto, constitutes the sole and only agreement between the parties. It correctly sets forth the obligations of the parties to each other in respect to any such matters as of this date. Any agreements, discussions, statements, or representations of any kind between the parties respecting any such matters, not expressly set forth, in this agreement are null and void.

XXI. PROHIBITED INTEREST:

No member, officer, or employee of the City of Victorville or of a local public body shall have any interest, direct or indirect, in this contract of the proceeds thereof during his tenure or for one year thereafter. Furthermore, the parties hereto covenant and agree to their knowledge no board member, officer or employee of the City of Victorville has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the City of Victorville, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title I of the Government Code of the State of California.

XXII. NON-COLLUSION AFFIDAVIT:

All bids must be accompanied by a signed and notarized Non-Collusion Affidavit per the Public Contract Code Section 7106.

XXIII. EVALUATION OF BIDS:

The City of Victorville reserves the right to accept or reject any and all bids and to award a contract to the bidder who best meets its requirements. Relevant factors which shall be considered in evaluating the bids are: completeness and accuracy of bid; length and nature of warranties; anticipated length of life of materials; past experiences of the City of Victorville with the bidder; references from other cities, developers, or municipalities regarding past work done by the bidder; ability to complete the job in the specified time with the specified quality of workmanship; as well as the lowest and best price.

XXIV. SEVERABILITY:

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

XXV. HIRING OF ILLEGAL ALIENS PROHIBITED:

Contractor shall not hire or employ any person to perform work within the City of Victorville or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

XXVI. APPRENTICES ON PUBLIC WORKS (IF APPLICABLE):

The Contractor shall comply with all applicable provisions of Section 1777.5 and 1777.6 of the California Labor Code relating to employment of apprentices on Public Works projects.

XXVII. EMPLOYMENT OF LOCAL LABOR:

The City of Victorville requests employment of local labor, whenever possible, shall be made in the construction of public projects receiving public funds. Accordingly, every Contractor and subcontractor undertaking to do work on any such project which is or reasonably may be done as onsite work, shall employ, in carrying out such contract work, qualified persons who regularly reside in the designated area where such project is to be located, or qualified persons who regularly reside in the area or in the adjacent or nearby regional areas within the High Desert Region and/or Southern California Region, except:

a. To the extent that qualified persons regularly residing in the designated area or regional area are not available.

b. For the reasonable needs of any such contractor or subcontractor, to employ supervisory or specially experienced individuals necessary to assure an efficient execution of the contract.

The Contractor shall give full consideration to all qualified subcontractors referred by the local municipality, chamber of commerce or construction plan rooms, but is not required to employ any subcontractor referred whom the Contractor does not consider qualified to perform the classification of work required.

The payrolls maintained by the Contractor shall contain the following information;
The employee's full name, address, and social security number as required in the California Department of Industrial Relations form A-1-131 payroll reporting form.

The Contractor shall include the provisions of this condition in every subcontract for work which is, or reasonably may be, done as on-site work.

SUBMITTAL DOCUMENTS

CITY OF VICTORVILLE
PROJ #CC16-082 CRUSH MISC. BASE FROM EXISTING CONCRETE/ASPHALT

SUBMISSION CERTIFICATION

We hereby submit to the City of Victorville the following bid proposal for work outlined in plans and specifications entitled " **PROJ #CC16-082 CRUSH MISC. BASE FR EXISTING CONCRETE/ASPHALT"** Included with the proposal, are the following applicable items completed and fully executed, as well as any other documents as outlined elsewhere in this bid package:

_____ Submission Certification

_____ Proposal

_____ Bid Proposal

_____ Bidder's Bond

_____ Non-Collusion Affidavit

_____ Customer References

_____ Proposer Identification

_____ Worker's Compensation

_____ List of Subcontractors

_____ Senate Bill 854

_____ Debarment Certification

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my bid proposal.

_____
Business Name

_____
Authorized Signature | Printed Name and Title

_____
Date Signed | Telephone Number

CITY OF VICTORVILLE

PROPOSAL

Bids are required for the entire work, and the City reserves the right to select or reject any or all bids.

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the contract documents, and to do everything required therein for:

PROJ #CC16-082 CRUSH MISC. BASE FROM EXISTING CONCRETE/ASPHALT

As specifically set forth in documents entitled: "Repainting of Trellis & Lattice at Transportation Center", CC16-032, together with appurtenances thereto, all as set forth on the drawings and in the specifications and other contract documents; and he further proposes and agrees that, if this Proposal is accepted, he will contract in the form and manner stipulated to perform all the work called for by drawings, specifications, and other contract documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefor the prices set forth in the Bid Proposal Form forming a part hereof.

( ) Cashier's Check ( ) Certified Check ( ) Bid Bond properly made payable to the City of Victorville, hereinafter designated as the Owner, for the sum of _____ Dollars, ($_____), which amount is not less than ten percent (10%) of the total amount of the larger bid is attached hereto and is given as a guarantee that the undersigned will execute the Agreement and furnish the required bonds if awarded the contract and, in case of failure to do so within the time provided, said funds shall be forfeited to the Owner, of Surety's liability to the Owner for forfeiture of the amount of the bond shall be considered as established.

IT IS UNDERSTOOD AND AGREED THAT:

1. The undersigned has carefully examined all the contract documents which will form a part of the contract; namely, Notice Inviting Bids, Special Instructions, the Proposal, the Bid Proposal Forms, the List of Subcontractors, the Bidder's Bond for check or bond, the Contract, the Faithful Performance Bond, the Payment Bond, the Non-Collusion Affidavit, and all additions, deletions, modifications and appendices and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents.

2. The undersigned has by investigation at the site of the work is otherwise satisfied as to the nature and location of the work and is fully informed of all conditions and matters which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of the work and has checked carefully all works and figures inserted in this proposal and he further understands the Owner will in no way be responsible for any errors or omissions in the preparation of this Proposal.

4. The undersigned will execute the Contract and furnish the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Sundays and holidays) after notice of acceptance of the bid by the Owner; further, this bid may not be withdrawn for a period of forty-five (45) days after date set for opening thereof, unless otherwise required by law. If any bidder shall withdraw their bid within said period, the bidder shall be liable under the Bidder's Bond, as the case may be.

5. The undersigned hereby certifies that this Proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or

corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other bidder.

6. If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums of the proposed contract amount, with surety satisfaction to the City of Victorville within ten (10) days, not including Sundays and legal holidays, after award of the contract by the City Council, the City of Victorville, 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 Victorville.

NOW, in compliance with Notice Inviting Bids, and all the provisions herein before stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the prices set forth in the attached Bid Proposal upon which award of contract is made.

DATED_____ this _____ day of_____, _____.

BIDDER:_____LICENSE CLASSIFICATION:_____

BY:_____TITLE:_____

_____
(Please print name)

Names and addresses of all members of the firm or names and titles of all officers to the corporation:

_____

_____

_____

_____

_____

(Corporate Seal)

Representations made herein are made under penalty of perjury.

Bidder's Business Address:

_____

_____
City State Zip

_____
(Area Code) Number

Corporation organized under the laws of the State of:_____

Contractor's License Number:_____

License Expiration Date:_____

Federal I.D. No.:_____

Surety or Sureties:

_____

_____

CITY OF VICTORVILLE

PROJ #CC16-082 CRUSH MISC. BASE FROM EXISTING CONCRETE/ASPHALT

BID PROPOSAL FORM

The undersigned hereby agrees to provide the items listed below in accordance with the specifications (which have been carefully examined and are attached hereto) on file in the Office of the Assistant Director of Administrative Services.

COST TO COMPLETE THE WORK PER SCOPE OF SERVICES	$
OTHER (PLEASE SPECIFY)	
Subtotal	$
TOTAL BID	$

Bid in words: _____

Payment Terms: _____

Bidder: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Federal I.D.No.: _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____

CITY OF VICTORVILLE
PROJ #CC16-082 CRUSH MISC. BASE FROM EXISTING CONCRETE/ASPHALT

BIDDER'S BOND
TO ACCOMPANY BID PROPOSAL FORM

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Victorville in the sum of TEN PERCENT (10%) of the total amount of the bid of the Principal, to be paid to the City, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assignees, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of $_____.

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS the Principal has submitted a bid to the City of Victorville for the certain construction, for which bids are to be opened at the Office of the City Clerk of the City of Victorville on **March 24, 2016, at 2:00 p.m.**, as shown in Plans entitled

SPECIFICATIONS AND CONTRACT DOCUMENTS FOR CITY OF VICTORVILLE
"PROJ #CC16-082 CRUSH MISC. BASE FROM EXISTING CONCRETE/ASPHALT"

NOW, THEREFORE, if the aforesaid Principal is awarded the contract, and within the time and manner required under the said Specifications, enters into a written contract, in the prescribed form, in accordance with the bid and files the two required bonds with the City of Victorville, one to guarantee faithful performance and the other to guarantee payment for labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the Court.

Accompanying this Proposal is ( ) $ _____ Cash, ( ) Cashier's Check, ( ) Certified Check, ( ) Bidder's Bond in the amount equal to at least ten percent (10%) of the total of the larger bid.

The UNDERSIGNED further agrees that in case of default in executing the required contract together with the necessary bonds within the period of time provided by the Proposal Requirements, the proceeds of the security accompanying this bid shall become the property of the City of Victorville, California, and this proposal and the acceptance thereof may be considered null and void.

Principal is licensed in the State of California in accordance with and act providing for the registration of contractors, License No. _____.

PRINCIPAL	SURETY
_____	_____
_____	_____
_____	_____
(Seal)	_____
	_____
	ADDRESS

NOTE: Signature of the party executing for the Surety must be properly acknowledged.

CITY OF VICTORVILLE

PROJ #CC16-082 CRUSH MISC. BASE FROM EXISTING CONCRETE/ASPHALT

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Per Public Contract Code Section 7106)

STATE OF CALIFORNIA }
COUNTY OF }
}

_____, being first duly sworn, deposes, and say he, they

_____
(sole owner, partner, president, secretary, etc.)

of _____,
the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said 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, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder; nor to fix any overhead profit, or cost element of such bid price, nor that of any other bidder; nor to secure any proposed contract; that all statements contained in such bid are true. And further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, nor paid and will not pay fees in connection therewith to any corporation partnership, company, association, organization, bid depository, not to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

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.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____ _____
Signature Company Name

_____ _____
Printed Name Title

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal) Signature_____

CITY OF VICTORVILLE

PROJ #CC16-082 CRUSH MISC. BASE FROM EXISTING CONCRETE/ASPHALT

REFERENCES

Bidder:_____

LIST THREE AGENCIES YOU HAVE DONE BUSINESS WITH WITHIN THE LAST THREE YEARS		
1.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Fax and Email:	
2.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Fax and Email:	
3.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Fax and Email:	

CITY OF VICTORVILLE

PROJ #CC16-082 CRUSH MISC. BASE FROM EXISTING CONCRETE/ASPHALT

PROPOSER IDENTIFICATION

1. Legal name of Proposer: _____

2. Street Address: _____

3. Mailing Address: _____

4. Business Telephone: _____

5. Facsimile Telephone: _____

6. Email Address: _____

7. Type of Business: _____

   ☐ Sole Proprietor ☐ Partnership ☐ Corporation Other: _____

   If corporation, indicate State where incorporated: _____

8. Business License number issued by the City where the Proposer's principal place of business is located.

   Number: _____ Issuing City: _____

9. Federal Tax Identification Number: _____

10. Proposer's Project Manager: _____

CITY OF VICTORVILLE

PROJ #CC16-082 CRUSH MISC. BASE FROM EXISTING CONCRETE/ASPHALT

WORKERS' COMPENSATION CERTIFICATE

The Proposer shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

> I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.

Signature	Company Name
Printed Name	Business License Number
Title	Date

CITY OF VICTORVILLE

PROJ #CC16-082 CRUSH MISC. BASE FROM EXISTING CONCRETE/ASPHALT

LIST OF SUBCONTRACTORS

The bidder is required to furnish the following information in accordance with the provisions of Section 4100 to 4113, inclusive, of the Government code of the State of California.

The contractor shall perform with its own organization contract work amounting to not less than 30 percent (30%) of the total original contract price, excluding any specialty items designated by the City. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the amount of work required to be performed by the contractor's own organization.

Bidder's Name_____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____%

Specific Description of Subcontract: _____

DIR Registration number:_____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____%

Specific Description of Subcontract: _____

DIR Registration Number:_____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____%

Specific Description of Subcontract: _____

DIR Registration Number:_____

TOTAL PERCENTAGE SUBCONTRACTED: _____

CITY OF VICTORVILLE
PROJ #CC16-082 CRUSH MISC. BASE FROM EXISTING CONCRETE/ASPHALT

SENATE BILL 854

Senate Bill 854 signed into law on June 20, 2014, became effective immediately. It established a new public works contractor registration program which will collect fees to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals.

All contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. The annual cost to register for the program is currently $300.00 and is non-refundable. This is a Department of Industrial Relations (DIR) fee paid to the State of California. The City of Victorville will not register a contractor/subcontractor, nor collect funds for registration.

Contractors or subcontractors submitting bids must be registered by March 1, 2015. The requirement to use only registered contractors and subcontractors on public works projects, greater than $1,000.00 applies to all projects awarded on or after April 1, 2015. No bid can be accepted nor any contract or subcontract entered into nor purchase order issued without proof that the contractor or subcontractor is registered.

If you intend to bid or provide services on Owner projects in the future, please ensure you are registered with the DIR prior to March 1, 2015. Effective immediately, the Owner will be required to fill out a form alerting the DIR of the services you are providing the City. Detailed information is required to complete this form. You may be asked to provide information needed to complete the DIR form. You will be asked to complete this in a timely manner to avoid interruption in the services you are providing.

Are you currently registered with the DIR?

Yes____ **No**____ If yes, what is your registration number? _____
(please submit proof of your registration)

Bidder:_____ Federal I.D. No:_____

Address:_____

Phone:_____ Fax:_____ Email:_____

Signature:_____ Date:_____

Name Printed:_____ Title:_____

DEBARRED CERTIFICATION ACKNOWLEDGEMENT

(a)(1) The Offeror/Bidder certifies, to the best of its knowledge and belief, that—

(i) The Offeror/Bidder and/or any of its Principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this solicitation, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(ii) The Offeror/Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror/Bidder shall provide immediate written notice to the Owner if, at any time prior to contract award, the Offeror/Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's/Bidder's responsibility. Failure of the Offeror/Bidder to furnish a certification or provide such additional information as requested by the Owner may render the Offeror/Bidder nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the Owner, the Owner may terminate the contract resulting from this solicitation for default.

The Offeror/Bidder certifies that the foregoing is true and correct:

Offeror/Bidder:_____ Federal I.D. No:_____

Address:_____

Phone:_____ Fax:_____ Email:_____

Signature:_____ Date:_____

Name Printed:_____ Title:_____

SAMPLE CONSTRUCTION AGREEMENT

AND CONTRACT DOCUMENTS

GENERAL SERVICES PROVIDER STANDARD AGREEMENT
BY AND BETWEEN
THE CITY OF VICTORVILLE
AND
(NAME OF SERVICE PROVIDER)
FOR
(TITLE OF PROJECT, PROJECT NUMBER)

THIS GENERAL SERVICES PROVIDER STANDARD AGREEMENT (hereinafter "Agreement"), is made and entered into by and between the City of Victorville, a municipal corporation located in the County of San Bernardino, State of California, hereinafter referred to as the "City", and (SERVICE PROVIDER), hereinafter referred to as "Service Provider." City and Service Provider are sometimes hereinafter referred to individually as a "Party" and collectively referred to as the "Parties."

RECITALS:

WHEREAS, the City requires **(DESCRIBE SERVICES)** and;

WHEREAS, in light of the facts set forth above, the City desires to retain the services of a qualified service provider to provide, on an independent contractor basis, **(DESCRIBE SERVICES)**.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. **RECITALS**

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

Section 2. **SCOPE OF SERVICES**

Service Provider shall provide to the City those services set forth in the Scope of Services, attached hereto as Exhibit "A", and incorporated as part of this Agreement by this reference.

Section 3. **COMPENSATION**

The City shall pay a total amount not to exceed **SPELL OUT DOLLAR AMOUNT AND 00/100 DOLLARS ($0.00)** for the services rendered by Service Provider pursuant to this Agreement, subject to the provisions of Section 4.

Section 4. **FEE SCHEDULE**

The City shall pay Service Provider as provided in the Fee Schedule, attached hereto as **Exhibit "B,"** and incorporated as part of this Agreement by this reference. The provisions of **Exhibit "B"** notwithstanding, in order to receive payments, Service Provider shall be required to submit to City monthly invoices detailing all services performed. Provided that services have been satisfactorily rendered, invoices shall be paid by the City approximately thirty (30) working days following receipt of Service Provider's invoice.

Section 5. **RESERVED**

Section 6. **TERM OF AGREEMENT**

This Agreement shall be for an initial term of **(NUMBER of MONTHS)**, commencing on

(COMMENCEMENT DATE) (the "Commencement Date") and expiring on **(TERMINATION DATE)** (the "Termination Date") (the "Term"), unless terminated earlier pursuant to Section 21 of this Agreement. From and after the Termination Date, and upon subsequent agreement by the Parties, this Agreement may continue on a month-to-month basis until terminated pursuant to Section 21 below.

****** IF NO OPTION PERIODS -- DELETE THE FOLLOWING PARAGRAPH FROM THE AGREEMENT IN ITS ENTIRETY******

This Agreement may be extended for **(NUMBER OF YEARS, MONTHS, ETC.)** (hereinafter "Option Periods"), at the option of City, subject to satisfactory performance as determined by the City. City shall give Service Provider sixty (60) days advance written notice prior to the expiration the initial Term and sixty (60) days advance written notice prior to the expiration date of each subsequently exercised Option Period, if any, should the City decide to exercise its option(s) to extend. In the event City does not give Service Provider such written notice of its option to extend, this Agreement shall terminate at the end of the then-current Term or Option Period without further notice from either Party, unless terminated earlier pursuant to the provisions of Section 21 below. Should the City fail to give Service Provider the sixty (60) days written notice of its intention to exercise any Option Period, the City may, in its sole discretion, elect to exercise any Option Period at a later date, following written inquiry from Service Provider.

Section 7. **INDEPENDENT CONTRACTOR STATUS**

Service Provider shall at all times during the Initial Term of this Agreement, and (if applicable during any Option Periods), perform the services described in this Agreement as an independent contractor.

Section 8. **REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING INDEPENDENT CONTRACTOR'S STATUS OF SERVICE PROVIDER**

a. Service Provider represents and acknowledges the following:

(1) The City is not required to provide any training or legal counsel to Service Provider or its employees in order for Service Provider to perform the services described in this Agreement.

(2) Performance of the services described in this Agreement do not have to be integrated into the daily business operations of the City.

(3) The services described in this Agreement can be performed without the use of City equipment, materials, tools, or facilities, unless otherwise provided under a separate agreement.

(4) Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with Service Provider on a continuing basis after termination of this Agreement.

(5) The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage, or other such compensation to any person employed by Service Provider to perform the services described in this Agreement.

(6) Service Provider shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the City.

b. The City represents and acknowledges the following:

(1) Service Provider is solely responsible for determining who, under the supervision or direction of Service Provider, will perform the services set forth in this Agreement.

(2) The City will not hire, supervise, or pay any employees or assistants working for Service Provider pursuant to this Agreement. Nothing contained in this Agreement shall prevent the City from hiring Service Provider's employees or assistants after termination of this Agreement.

(3) Nothing in this Agreement shall be interpreted to imply that Service Provider must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.

(4) It is the sole responsibility of Service Provider to set the hours in which Service Provider performs or plans to perform the services set forth in this Agreement.

(5) Service Provider is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.

6) Unless deemed necessary under certain circumstances, Service Provider is not required to perform the services set forth in this Agreement at City Hall or on City-owned property.

(7) Nothing in this Agreement shall be interpreted to preclude Service Provider from working for other persons or firms, provided that such work does not create a conflict of interest.

Section 9. NOT AGENT OF THE CITY

a. Nothing contained in this Agreement shall be deemed, construed, or represented by the City or Service Provider or by any third person to create the relationship of principal and agent.

b. Service Provider shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall Service Provider have any authority, express or implied, to bind the City to any obligation whatsoever.

Section 10. LICENSES AND PERMITS

Service Provider represents that it has obtained and will maintain at all times during the initial Term, and (If Applicable, during any Option Periods) of this Agreement all business licenses, including but not limited to a City of Victorville business license, certifications, or permits necessary for performing the services described in this Agreement.

Section 11. WARRANTY

Service Provider agrees to perform all services required by this Agreement in a workmanlike competent and satisfactory manner in accordance with the standards prevalent in the industry for such services.

Section 12. FAMILIARITY WITH WORK

Should Service Provider discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the City, Service Provider shall immediately inform the City of such fact and shall not provide any services, except at Service Provider's risk, until written instructions are received from **(INSERT DEPT. HEAD NAME AND**

TITLE), or his designee.

Section 13. **CONFLICTS OF INTEREST**

Service Provider covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Service Provider's services under this Agreement. Service Provider further covenants that in the performance of services under this Agreement, no officer, employee or agent of Service Provider having such an interest shall be employed by it. In the event the City determines that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Service Provider shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk.

Section 14. **COMPLIANCE WITH LAWS**

Service Provider shall comply with all local, state, and federal laws and regulations applicable to the services to be rendered hereunder, including any rule, regulation, or bylaw governing the conduct or performance of Service Provider or its employees, officers, or board members.

Section 15. **COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE**

a. Service Provider shall procure and maintain at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods), commercial general liability insurance, of not less than One Million Dollars ($1,000,000) per occurrence, and Two Million Dollars ($2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Service Provider or its officers, employees, servants, volunteers, and agents and independent contractors.

b. Service Provider shall further procure and maintain, at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods) commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars ($1,000,000) combined single limit, covering any vehicle utilized by Service Provider or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.

Section 16. **WORKERS' COMPENSATION INSURANCE**

a. Service Provider shall procure and maintain at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods), workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law.

b. If any class of employees employed by the Service Provider pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Service Provider shall provide adequate insurance for the protection of such employees to the satisfaction of the City.

Section 17. **RESERVED**

Section 18. **ADDITIONAL INSURED**

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation policy, shall be endorsed to name the City and its officers, employees, servants,

volunteers, agents and independent contractors, including, without limitation, the City Attorney, as Additional Insureds.

Section 19. **WAIVER OF SUBROGATION RIGHTS**

Service Provider shall require the carriers of all required insurance policies to waive all rights of subrogation against the City and its officers, employees, servants, volunteers, agents, and independent contractors and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

Section 20. **PROOF OF INSURANCE COVERAGE; REQUIRED ENDORSEMENTS**

a. Service Provider shall secure from a good and responsible company or companies authorized to transact insurance business in the State of California, the policies of insurance required by this Agreement and furnish to the City Clerk certificates of insurance evidencing the required coverage, and policy endorsements at least one (1) business day prior to the commencement of any services to be performed under this Agreement.

b. The policies and certificates of insurance shall be endorsed to provide that in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of cancellation for non-payment, ten (10) days advance written notice shall be given.

c. Each policy and certificate of insurance shall be endorsed to provide that the policy shall not be terminated or expire without first providing thirty (30) days written notice to the City of such termination or expiration.

d. Each policy and certificate of insurance shall be endorsed to provide that the policy will be maintained throughout the Initial Term, and (if applicable during any Option Periods) of this Agreement.

e. The commercial general liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Service Provider's coverage shall be primary with respect to the City. Any insurance maintained by the City shall be in excess of Service Provider's insurance and shall not contribute with it."

Section 21. **TERMINATION OR SUSPENSION**

a. This Agreement may be terminated or suspended without cause by either Party at any time, provided that the Party initiating the termination provides the other Party at least thirty (30) days advance written notice of such termination or suspension. In the event of such termination, the City shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

b. This Agreement may be terminated or suspended with cause by either Party at any time, provided that the Party initiating termination provides the other Party at least ten (10) days advance written notice of such termination or suspension. In the event of such termination, the City shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

Section 22. **TIME OF THE ESSENCE**

Time is of the essence in the performance of this Agreement.

Section 23. **INDEMNIFICATION**

a. Service Provider shall defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents, from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys fees, for any personal injuries, deaths, or property damage (including property owned by the City), which may arise out of Service Provider's negligence or willful misconduct in the performance of the services described in this Agreement, unless such losses or damages are proven to be caused by the City's own negligence or willful misconduct, or that of its officers or employees.

b. The City does not and shall not waive any rights that it may have against Service Provider under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

Section 24. **REPORTS**

Upon request by **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee, Service Provider shall prepare and submit reports to the City concerning Service Provider's performance of the services required by this Agreement.

Section 25. **RECORDS**

a. Service Provider shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee, to evaluate the cost and the performance of such services.

b. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles.

c. **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

d. Records and supporting documents pertaining to the use of funds paid to Service Provider hereunder shall be retained by Service Provider and made available to **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee, for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

Section 26. **RESERVED**

Section 27. **CONFIDENTIALITY**

a. Any and all documents and information obtained from the City or prepared by Service Provider for the City shall be kept strictly confidential unless otherwise provided by applicable law. All City data, documents and information shall be returned to City upon termination of the Agreement.

b. Any drawings, specifications, reports, records, documents, or other materials prepared by Service Provider in the performance of services under this Agreement shall not be released publicly without the prior written approval of **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee, or as required by applicable law.

c. Service Provider shall not disclose to any other entity or person any information regarding the activities of the City, except with the prior written approval of **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee, or as required by applicable law.

Section 28. **PRINCIPAL REPRESENTATIVES**

a. **(PROVIDER REPRESENTATIVE NAME AND TITLE)**, are designated as the principal representatives of Service Provider for purposes of communicating with the City on any matter associated with the performance of the services set forth in this Agreement.

b. **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee, shall be the principal representative(s) of the City for purposes of communicating with Service Provider on any matter associated with the performance of the services set forth in this Agreement.

c. Either Party may designate another individual as its principal representative by giving written notice of such designation to the other Party.

Section 29. **MODIFICATIONS AND AMENDMENTS**

This Agreement may be modified or amended only by a written instrument signed by both Parties.

Section 30. **ENTIRE AGREEMENT**

a. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Service Provider with respect to the subject matter of this Agreement.

b. This Agreement contains all of the covenants and agreements between the Parties with respect to the subject matter of this Agreement, and each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Agreement.

c. No agreement, statement, or promise with respect to the subject matter of this Agreement, which is not contained in this Agreement, or in a valid modification or amendment to this Agreement, shall be valid or binding on either Party.

Section 31. **AMBIGUITIES**

This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

Notwithstanding the foregoing, the Parties agree that **Exhibit "A"** is attached hereto for reference purposes and to the extent there are any ambiguities, inconsistencies or conflicts between the terms of this General Services Provider Standard Agreement and **Exhibit "A"**, the terms of this General Services Provider Standard Agreement shall control and nothing set forth in **Exhibit "A"** shall be deemed to supersede any of the provisions of this General Services Provider Standard Agreement.

Section 32. **NOTICES**

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

To the City:	**(DEPT. HEAD NAME AND TITLE)** **(REQUESTING) Department** **City of Victorville** **14343 Civic Drive** **Victorville, CA 92392**
To Provider:	**(PROVIDER REP. NAME AND TITLE)** **(COMPANY NAME)** **(ADDRESS)** **(CITY, STATE, ZIP)**

b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 33. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of the City shall be personally liable to Service Provider, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Service Provider or to its successor(s), or for any breach of any obligation of the terms of this Agreement.

Section 34. **REVIEW BY ATTORNEYS**

Each Party hereto has had its attorney(s) review this Agreement and all related documents. Each Party hereto has consulted with its attorney(s) and has negotiated the terms of this Agreement based on such consultation.

Section 35. **WAIVER**

a. No waiver shall be binding unless executed in writing by the Party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of such provision or any of the remaining provisions of this Agreement.

Section 36. **ASSIGNMENT**

This Agreement shall not be assigned by either Party without prior written consent of the other Party.

Section 37. **CARE OF WORK**

The performance of services by Service Provider or the payment of money by the City

shall not relieve Service Provider from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the City, when such incomplete, inaccurate or defective work is due to the negligence of Service Provider.

Section 38. **CAPTIONS AND HEADINGS**

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 39. **SUCCESSORS, HEIRS, AND ASSIGNS**

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties.

Section 40. **GENDER**

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

Section 41. **SEVERABILITY**

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

Section 42. **GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 43. **DEFAULT**

a. Failure or delay by any Party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the Party who is otherwise claimed to be in default by the other Party commences to cure, correct, or remedy the alleged default within fifteen (15) days after receipt of written notice specifying such default and shall diligently complete such cure, correction, or remedy, such Party shall not be deemed to be in default hereunder.

b. The Party claiming that a default has occurred shall give written notice of default to the Party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured Party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default by any Party to this Agreement may remain uncured for more than fifteen (15) days following written notice, as provided above, the injured Party

shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

Section 44. **CUMULATIVE REMEDIES**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

Section 45. **VENUE**

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

Section 46. **ATTORNEYS' FEES**

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement, or as a result of any alleged breach of any provision of this Agreement, the prevailing Party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 47. **EFFECTIVENESS OF AGREEMENT**

This Agreement shall not be binding upon the City, until signed by the authorized representative(s) of Service Provider, approved by the City's Risk Manager, and executed by the authorized City personnel or Mayor.

Section 48. **REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT**

(a) Each of the Parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the Parties hereto.

(b) The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the Parties each purports to represent.

Section 49. **COUNTERPARTS**

This Agreement may be executed by the parties in counterparts, and when executed by each of the parties, each counterpart shall be deemed to be a part of this Agreement.

(END OF THIS PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be

executed as of the dates written below.

THE CITY OF VICTORVILLE

By: _____
(NAME AND TITLE)

Dated: _____

(SERVICE PROVIDER)

By: _____
(INSERT NAME & TITLE OF PERSON SIGNING ON BEHALF OF SERVICE PROVIDER)

Dated: _____

ATTEST

By: _____
Carolee Bates, City Clerk

Dated: _____

THE CITY OF VICTORVILLE

By: _____

Chuck Buquet,
Risk Manager

Dated: _____

AS TO STANDARD FORM:

By: _____

Andre de Bortnowsky,
City Attorney

Dated: _____

CITY OF VICTORVILLE
PROJ #CC16-082 CRUSH MISC. BASE FROM EXISTING CONCRETE/ASPHALT
GUARANTY

TO THE CITY OF VICTORVILLE, CALIFORNIA

The undersigned guarantees the completion of " **PROJ #CC16-082 CRUSH MISC. BASE FROM EXISTING CONCRETE/ASPHALT"**

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished, or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the Plans and Specifications and/or manufacturers specifications, due to any of the above causes, all within twelve (12) months after date on which this Contact is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such materials and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned.

In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within the time limit designated by the Owner. If the undersigned shall fail or refuse to comply with their obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

SIGNED:

_____

CONTRACTOR

By:_____Title:_____

Dated this _____day of_____,_____.

NOTE: This Guaranty shall be executed by the successful bidder in accordance with instructions in the Special Provisions. The bidder may execute the Guaranty on this page at the time of submitting the bid.

CITY OF VICTORVILLE

PROJ #CC16-082 CRUSH MISC. BASE FROM EXISTING CONCRETE/ASPHALT
FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____, hereinafter referred to as "Contractor," as principal, and , as Surety, are held and firmly bond unto the CITY OF VICTORVILLE, in the sum of _____ _____ Dollars, ($_____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents. The conditions of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said CITY OF VICTORVILLE for completion of **" CC16-082 CRUSH MISC. BASE FROM EXISTING CONCRETE/ASPHALT PROJECT"** as specifically set forth in documents entitled **" CC16-082 CRUSH MISC. BASE FROM EXISTING CONCRETE ASPHALT PROJECT"** and is required under the terms of the Contract to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if the said Contractor shall well and truly do and perform all of the covenants and obligations of said Contract on its part to be done and performed at the times and in the manner specified herein, then its obligation shall be null and void, otherwise, it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall any extensions of time that may be granted under the provision of said Contract release either the Contractor or the Surety, and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this _____ day of _____ ,_____.

(SEAL)

CONTRACTOR

_____

_____
SURETY

By:_____

By:_____

Title:_____

NOTE: Signature of the party executing for the Surety must be properly acknowledged.

CITY OF VICTORVILLE

PROJ #CC16-082 CRUSH MISC. BASE FROM EXISTING CONCRETE/ASPHALT

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE,_____, hereinafter referred to as "Contractor," as principal, and , as Surety, are held and firmly bound unto the CITY OF VICTORVILLE, in the sum of _____ Dollars ($_____), lawful money of the United States of America, for the payment of which sum well and truly be made, we bind ourselves, jointly and severally, firmly by these presents. The condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said CITY OF VICTORVILLE for completion of **" CC16-082 CRUSH MISC. BASE FROM EXISTING CONCRETE/ASPHALT PROJECT"** as specifically set forth in documents entitled **" CC16-082 CRUSH MISC BASE FROM EXISTING CONCRETE/ASPHALT PROJECT"** and is required under the terms of the Contract to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if the said Contractor or any of its subcontractors fails to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such person for or about the performance of the aforementioned contract, said Surety will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee to be fixed by the Court. This bond shall insure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California so as to give a right of action to such persons or their assignees in any suit brought upon this bond. This bond shall be subject to and include all of the provisions of Title 15 of Part 4 of Division 3 of the Civil Code of the State of California relating to Payment Bond for Public Works, including but not confined to, Civic Code Section 3225-3228, inclusive, and Section 3247-3252, inclusive.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either the Contractor or the Surety, and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this ___ day of _____,_____.

(SEAL) CONTRACTOR

_____ _____

SURETY

By:_____ By:_____

Name_____

Title:_____