

# REQUEST FOR QUOTE (RFQ) CC16-104 DFAD 1, BLOCK WALLS



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

DATE: May 11, 2016

TO: (Potential Bidder)

FROM: Celeste Calderon, Finance Specialist  
Phone (760) 955-5082, Fax 269-0045, email: cmcalderon@victorvilleca.gov

## PLEASE QUOTE THE FOLLOWING:

The City of Victorville is requesting proposals from qualified contractors to install block wall to replace existing chain link fencing in Drainage Facility Assessment District #1 (DFAD) at the locations of Highcrest/Hillcrest and Dos Palmas/Foxborough.

**QUOTE DUE DATE:** Notice is hereby given that quotes will be received by the Purchasing Agent of the City of Victorville until **11:30 AM (PST), THURSDAY, MAY 19, 2016**. Quotes may be submitted by fax, email, or in person (City of Victorville, 14343 Civic Drive, Victorville, CA 92392). Please note City Hall is closed Fridays. However, original documents will be requested from the awarded contractor.

**WHAT TO SUBMIT WITH QUOTE  
SEE SUBMITTAL CERTIFICATION FORM ATTACHED**

The contractor shall review the work location sites. Contact Joe Flores, Public Works Manager, 760/243-6380, Monday – Thursday, 7:00 am to 3:00 pm, or email [jflores@victorvilleca.gov](mailto:jflores@victorvilleca.gov) to schedule to meet at the job site locations, prior to closing date.”

## SCOPE OF SERVICES

### Contractor:

- Review plot plans for each location.
- Obtain permits from the Development Department.
- Provide equipment, material and labor to remove existing chain link fence.
- All existing chain link gates will remain in place.
- Install tan split-face block wall where existing chain link fence was removed (see pictures provided to match existing block at the DFAD located on Park Glen and Ridgecrest.
- Install block wall per LMAD standard for solid grout and City standard for garden wall.
- Apply graffiti proof material to finished walls.
- Recycle chain link and factor value into proposal
- Dispose of any additional debris.

**RFQ EXHIBITS:**

EXHIBIT "A" Block Wall Specifications – Standard  
EXHIBIT "B" Standards – Wall and Fence, Basins and Drainage  
EXHIBIT "C" Plot Plan Maps  
EXHIBIT "D" Sample Block Type and Color  
EXHIBIT "E" Sample Agreement – Faithful and Payment Bonds

**RFQ TERMS AND CONDITIONS****HOW TO RESPOND**

Respond by mail, by email (send to [cmcalderon@ci.victorville.ca.us](mailto:cmcalderon@ci.victorville.ca.us)), by fax ((760) 269-0045), or in person (City Hall, Finance Department, 14343 Civic Dr., Victorville, CA 92392, 2<sup>nd</sup> floor). However, original documents will be requested from the awarded contractor.

**CONTACTS – FOR QUESTIONS REGARDING****Procurement Process:**

Celeste Calderon, Finance Specialist  
Phone: 760-955-5082, Fax: 760-269-0045

**Technical or Schedule Questions:**

Rosalinda Ratliff, Public Works  
Phone: 760-955-5217 – email: [rratliff@victorvilleca.gov](mailto:rratliff@victorvilleca.gov)

**PREVAILING RATE OF WAGES** – California Wage Rate Requirement – In accordance with the provisions of the California Labor Code, the State Director of Industrial Relations has determined the general prevailing rates of per diem wages in the locality where the work is to be done. Copies of the prevailing rate of per diem wages are on file at the City of Victorville Finance Division and shall be made available to any interested party, on request. Bidders shall be responsible for using up-to-date prevailing wage rates. An error on the part of any awarding body does not relieve the Contractor from responsibility for payment of the prevailing wage of per diem wages and penalties pursuant to Labor Code (1770-1775).

**SENATE BILL 854 STATE REQUIREMENTS** – No contractor or subcontractor may be listed on a bid proposal or may be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)).

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**ELECTRONIC CERTIFIED PAYROLL REPORTING (eCPR):** Contractors and subcontractors on all public works projects 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](http://www.dir.gov) under Labor Law Public Works.

**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 by the Public Works/Water Director, or the designee, of the Contractor's estimate of work completed, City will make a progress payment to the Contractor equal in amount to the approved estimate less a retention of five (5) percent and less the total of all previous payments. 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.

Upon completion of the work, the Contractor may request full payment for his work, and after acceptance of the work by the City, and will make a final progress payment as described above. The amount retained will continue to be retained until thirty-five (35) days after the date of acceptance and upon receipt of appropriate invoices and lien releases. In case of default by the Contractor, the retention shall be retained by City, as liquidated damages, as provided in the section relating to suspension of Contract.

**The CITY shall make payments on any invoice request submitted by the Contractor. The payment request shall not be deemed properly completed unless, eCPR Online Submission Form, have been properly completed.**

#### **CALIFORNIA CONTRACTORS LICENSE AND CITY OF VICTORVILLE BUSINESS LICENSE**

The successful bidder must possess a valid **C-29 Masonry** 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. The Contractor shall obtain all required permits and licenses prior to commencing work and shall submit the work in progress to periodic inspection by the appropriate Inspector of the City and shall honor all correction notices issued by same. All contacts, regarding inspections, shall be made to the appropriate department within the City.

**PREPARATION COSTS-** The City is not, nor shall be deemed liable for any costs incurred by bidder in the preparation, submittal, or presentation of their bids.

**WITHDRAWAL OF PROPOSAL BEFORE CLOSING-** Any bidder may request the withdrawal of their submitted proposal, by written request, at any time **prior** to the scheduled closing date and time. Upon receiving the written request to withdraw any bid, the City will consider the bidder's bid null and void, and return the bid to the bidder unopened. Withdrawal of bidder's bid will not prejudice bidder's resubmittal for this or any future proposal(s).

**MISTAKE IN PROPOSAL-** Any bidder may withdraw their bid after the bid opening, subject to the time restrictions indicated below, **only** if the bidder can establish to the City's satisfaction, that a mistake was made in preparing the proposal.

1. A Bidder declaring a mistake must provide a written notice to the City within five (5) calendar days following the scheduled closing date, specifying in detail, how the mistake occurred, and how the mistake made the bid materially different than it was intended.
2. Withdrawal of the bid will **only** be permitted for mistakes made in the completion of the bid. A bidder who claims a mistake shall be **prohibited** from submitting further bid on the Project on which the mistake was claimed.

**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 (occurrence)
- b. Insurance Services Office covering Automobile Liability, Code I (any auto)
- c. Workers' Compensation insurance as required by the State of California and

#### Employer's Liability Insurance

- d. Contractor, and or any of its subcontractors, suppliers, vendors, employees, or person who is performing any work under this agreement shall purchase and maintain insurance to the full contract and insurable value thereof commonly referred to as a Course of Construction, or a Builders' Risk policy that offers "Installation" coverage for all materials, supplies, equipment, and property obtained by, or for, Contractor, which is to become part of the work while such equipment and property is stored at the jobsite, at temporary locations, or while in transit to the project from such temporary locations. **Contractor, and or any of its subcontractors, suppliers, vendors, employees, or person who is performing any work under this agreement shall** also be responsible for insuring their owned, leased, rented or borrowed equipment. Insurance should also include a Loss Payee, and a Waiver of Subrogation Endorsement in favor of The City of Victorville.

#### 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 Owner.

#### Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retention that pertains to the Owner, 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 Owner and its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, the Owner's Attorney, are named as Additional Insured's. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, City, 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 Owner, City and 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 Owner, City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Owner, City, 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 Owner, City, 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 Owner. 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. Owner 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 Owner and its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, the Owner's 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 Owner 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 the Owner 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 Owner before work commences. As an alternative to the Owner's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting 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.

**TERM OF CONTRACT** - The term of this contract shall begin after the notice to proceed is given. Target completion of this project is **JUNE 29, 2016**.

**CONTRACT EXECUTION** - The successful bidder shall execute a Contract with the City for the services to be provided. A sample contract is provided at the end of this RFQ.

**FINAL ESTIMATE, PAYMENT, AND ACCEPTANCE OF WORK-** On or about the first of each calendar month, the Contractor shall request payment for the work performed prior to such date.

Upon approval by the Public Works and Water Director the designee, of the Contractor's estimate of work completed, the City will make a progress payment to the Contractor equal in amount to the approved estimate less a retention of five (5) percent and less the total of all previous payments.

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.

Upon completion of the work, the Contractor may request full payment for his work, and after acceptance of the work by the City, the City will make a final progress payment as described above. The amount retained will continue to be retained until thirty-five (35) days after the date of acceptance and upon receipt of appropriate invoices and lien releases. In case of default by the Contractor, the retention shall be retained by the City, as liquidated damages, as provided in the section relating to suspension of Contract.

**FEDERAL, STATE, AND LOCAL LAWS** – The Proposer shall comply with all applicable federal, state, and local laws, rules, and regulations.

**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 to accomplish the work. 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 Development and Fire Departments, and shall honor all correction notices issued by same. All contacts, regarding inspections, shall be made to the Public Works Department.

**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 (see Attachment C).

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.

**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 Scope of Work any revisions as may be made therein by the Public Works Division Head, 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 Public Works Division Head, or his designee, require sprinkling in order to avoid nuisance from dust including dust caused by public traffic.

**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.

**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 Public Works Division Head, or his designee, at the Contractor's expense.

**WATER AND POWER-** Unless otherwise provided in the Specifications, 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.

**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.

**TERMINATION FOR CONVENIENCE-** 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.

**TERMINATION FOR DEFAULT-** 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.

**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.

**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 or 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.

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

**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; 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.

**OWNERSHIP OF DOCUMENTS**- All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its' own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to the City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify the City for all damages resulting therefrom.

**UNFAIR BUSINESS PRACTICE CLAIMS**- In entering into a Public Works contract or a subcontract to supply goods, services or materials pursuant to a Public Works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the Public Works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

**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.

**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.

**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.

**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.

**DISPUTES-** Any controversy or claim arising out of or relating to the provisions of this Agreement or the breach thereof shall be settled by arbitration, in accordance with the Rules of the American Arbitration Association, unless the parties agree, in writing, to some other form of alternative dispute resolution.

**DEBARRED LIST-** “No participation in the procurement process shall be permitted by any vendor who has been debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.”

**CITY OF VICTORVILLE  
RFQ # CC16-104 - DFAD 1, BLOCK WALLS  
SECTION D – FORMS  
SUBMISSION CERTIFICATION**

I hereby submit to the City of Victorville the following bid proposal for work outlined in plans and specifications entitled "DFAD 1, BLOCK WALLS". All of the following documents (check below) are completed, fully executed, and included in my bid as required in the bid document:

- Submission Certification
- Bid Proposal
- Contractor's Qualification Statement
- Proposer Identification
- Customer References
- Worker's Compensation Certificate
- Signature Authorization
- List of Subcontractors
- Questionnaire
- Guaranty
- Non-Collusion Affidavit
- Addenda Acknowledgement
- Exception Form
- SB 854 DIR Requirements
- Debarment Form
- Bidder's Bond

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.

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Business Name

---

Authorized Signature Printed Name and Title

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Date Signed Telephone Number

**CITY OF VICTORVILLE  
RFQ # CC16-104 - DFAD 1, BLOCK WALLS**

**BID PROPOSAL FORM**

The undersigned declares that the bid documents have been carefully examined; and being familiar with all conditions surrounding the work, including the availability of materials and labor, the undersigned hereby proposes to furnish all labor, and incidentals to complete all work. The City reserves the right to award all or some of this bid package to one or more vendors. All of the aforementioned shall be done in accordance with said bid documents for the price set forth in the following schedule. The City further reserves the right to award to other than the lowest bidder if determined to be in the City's best interest.

Note: All prices to include all appropriate taxes and any/all discounts. **Provide a price per labor category (in accordance with State prevailing wage).**

Successful bidder delivering the item(s) pursuant to these Instructions shall guarantee it meets the specifications as set forth herein. If it is found the item(s) delivered do(es) not meet the requirements of the Specifications, the successful bidder shall be required to correct the same at his own expense and within a time frame deemed acceptable by the Public Works Department.

**LOCATION#1, HIGHCREST/HILLCREST**

Item	Description of Items (s)	Unit Price	Total Price
1.	BLOCK		
2.	REBAR		
3.	GROUT		
4.	OTHER: please specify		
5.	TOTAL LABOR COST TO COMPLETE THE ABOVE PROJECT, IN ACCORDANCE WITH THE CITY OF VICTORVILLE SPECIFICATIONS		
		SUBTOTAL	
		8% TAX FOR MATERIALS ONLY	
		<b>TOTAL BID PRICE</b>	

**Bid in words for Location #1:** \_\_\_\_\_

**LOCATION #2 DOS PALMAS/FOXBOROUGH**

Item	Description of Items (s)	Unit Price	Total Price
1.	BLOCK		
2.	REBAR		
3.	GROUT		
4.	OTHER: please specify		
5.	TOTAL LABOR COST TO COMPLETE THE ABOVE PROJECT, IN ACCORDANCE WITH THE CITY OF VICTORVILLE SPECIFICATIONS		
		SUBTOTAL	
		8% TAX FOR MATERIALS ONLY	
		<b>TOTAL BID PRICE</b>	

**Bid in words for Location #2:** \_\_\_\_\_

Warranty Period in months: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Federal I.D.No.: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_

Bidder: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

Name Printed: \_\_\_\_\_ Title: \_\_\_\_\_

**CITY OF VICTORVILLE  
RFQ # CC16-104 - DFAD 1, BLOCK WALLS  
CONTRACTORS QUALIFICATION STATEMENT**

Required in advance, of consideration of application to bid or as a qualification statement in advance of award of contract. Approved and recommended by the American Institute of Authorized City Representatives and The Associated General Contractors of America.

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The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO:

Corporation	_____
Partnership	_____
Individual	_____
Joint Venture	_____
Other	_____

SUBMITTED

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PRINCIPAL

OFFICE: \_\_\_\_\_

(Note: Attach separate sheets as required)

1. How many years has your organization been in business as a general Contractor?
2. How many years has your organization been in business under its present business name?
3. If a corporation, answer the following:
  - 3.1 Date of incorporation: \_\_\_\_\_
  - 3.2 State of incorporation: \_\_\_\_\_
  - 3.3 President's name: \_\_\_\_\_
  - 3.4 Vice-president's name(s): \_\_\_\_\_
  - 3.5 Secretary's or Clerk's name: \_\_\_\_\_
  - 3.6 Treasurer's name: \_\_\_\_\_
4. If individual or partnership answers the following:
  - 4.1 Date of organization: \_\_\_\_\_

4.2 Name and address of all partners. (State whether general or limited partnership.):

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5. If other than corporation or partnership, describe organization and name principals:

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6. We normally perform \_\_\_\_\_% of the work with our own forces. List trades below:

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7. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:

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8. List the name of project, City, Authorized City Representative, contract amount, date of completion, percent of work with own forces of the major projects your organization has completed in the past five years:

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9. Name of bonding company and name and address of agent:

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Dated at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20

Name of organization: \_\_\_\_\_

By: \_\_\_\_\_

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

M \_\_\_\_\_, being duly sworn deposes and

says that he (she) is the \_\_\_\_\_, of Contractor(s) and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

(Seal)

**CITY OF VICTORVILLE**  
**RFQ # CC16-104 - DFAD 1, BLOCK WALLS**

**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. Contractors License number and expiration date.  
Number: \_\_\_\_\_ Expiration date: \_\_\_\_\_
10. Federal Tax Identification Number: \_\_\_\_\_
11. Proposer's Project Manager: \_\_\_\_\_
12. Federal Tax Identification Number: \_\_\_\_\_

**CITY OF VICTORVILLE  
RFQ # CC16-104 - DFAD 1, BLOCK WALLS**

**CUSTOMER REFERENCES**

Proposer: \_\_\_\_\_

<b>LIST THREE AGENCIES YOU HAVE DONE BUSINESS WITH WITHIN THE LAST THREE YEARS - TWO OF THE THREE MUST BE A LANDSCAPE INSTALLATION PROJECT</b>		
1.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Fax:	
	Contact Email:	
2.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Fax:	
	Contact Email:	
3.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Contact Fax:	
	Contact Email:	

**CITY OF VICTORVILLE  
RFQ # CC16-104 - DFAD 1, BLOCK WALLS**

**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**  
**RFQ # CC16-104 - DFAD 1, BLOCK WALLS**

**SIGNATURE AUTHORIZATION**

Proposer/Bidder: \_\_\_\_\_

- A. I hereby certify that I have the authority to offer this proposal/bid to the City of Victorville for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal/bid.

\_\_\_\_\_  
SIGNATURE

- B. The following information relates to the legal Contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me as:

\_\_\_\_\_ An Individual

\_\_\_\_\_ A Partnership, Partners' names:

\_\_\_\_\_ A Company

\_\_\_\_\_ A Corporation

2. My tax identification number is \_\_\_\_\_  
(For individuals, this number is usually the Social Security Number)

3. \_\_\_\_\_ I am a certified small business and Small Business Preference is applicable to this proposal/bid. A copy of my certification from the Office of Small and Minority Business is attached.

\_\_\_\_\_ I have recently filed for Small Business Preference but have not yet received certification.

\_\_\_\_\_ I am not a Small Business.

4. \_\_\_\_\_ My business is owned by a minority whose ethnicity is: \_\_\_\_\_

\_\_\_\_\_ My business is owned by a woman.

\_\_\_\_\_ My business is owned by a disabled veteran.

**CITY OF VICTORVILLE  
RFQ # CC16-104 - DFAD 1, BLOCK WALLS**

**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 10 percent (10%) of the total original contract price, excluding any specialty tasks designated by the City. Specialty tasks may be performed by subcontract and the amount of any such specialty tasks performed may be deducted from the amount of work required to be performed by the contractor's own organization. **Provide additional pages as necessary.**

Bidder's Name \_\_\_\_\_

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Name Subcontractor is licensed under: \_\_\_\_\_

License Number and Classification: \_\_\_\_\_

Address of Subcontractor: \_\_\_\_\_

Percent (%) of Total Contract: \_\_\_\_\_ %

Specific Description of Subcontract: \_\_\_\_\_

---

---

Name Subcontractor is licensed under: \_\_\_\_\_

License Number and Classification: \_\_\_\_\_

Address of Subcontractor: \_\_\_\_\_

Percent (%) of Total Contract: \_\_\_\_\_ %

Specific Description of Subcontract: \_\_\_\_\_

---

---

Name Subcontractor is licensed under: \_\_\_\_\_

License Number and Classification: \_\_\_\_\_

Address of Subcontractor: \_\_\_\_\_

Percent (%) of Total Contract: \_\_\_\_\_ %

Specific Description of Subcontract: \_\_\_\_\_

---

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**TOTAL:** \_\_\_\_\_

**CITY OF VICTORVILLE  
RFQ # CC16-104 - DFAD 1, BLOCK WALLS**

**QUESTIONNAIRE**

In accordance with Government Code Section 14310.5, the bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or a safety regulation?

Yes\_\_\_\_\_ No\_\_\_\_\_

If the answer is yes, explain the circumstances in the following space:

NOTE: This questionnaire constitutes a part of the Proposal, and signature on the signature portion of this Proposal shall constitute signature of this questionnaire.

**CITY OF VICTORVILLE**  
**RFQ # CC16-104 - DFAD 1, BLOCK WALLS**

**GUARANTY**

TO THE CITY OF VICTORVILLE, CALIFORNIA

**The undersigned guarantees the completion of “RFQ # CC16-104 - DFAD 1, BLOCK WALLS”**

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 City, the undersigned agrees to reimburse the City, 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 City, to replace any such materials and to repair said work completely without cost to the City so that said work will function successfully as originally contemplated.

The City 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 City 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 City. If the undersigned shall fail or refuse to comply with their obligations under this guaranty, the City 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  
RFQ # CC16-104 - DFAD 1, BLOCK WALLS**

**ADDENDA ACKNOWLEDGEMENT**

The undersigned acknowledges receipt of the following ADDENDA and the cost, if any, or such revision has been included in the TOTAL BID of the Bidding Schedule(s). If NONE, WRITE "NONE" ON THE FIRST LINE (Signed addendum still need to be submitted along with this form)

ADDENDUM NO.                      DATED \_\_\_\_\_

ADDENDUM NO.                      DATED \_\_\_\_\_

ADDENDUM NO.                      DATED \_\_\_\_\_

ADDENDUM NO.                      DATED \_\_\_\_\_

NAME OF BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

**CITY OF VICTORVILLE**  
**RFQ # CC16-104 - DFAD 1, BLOCK WALLS**

**EXCEPTION FORM**

Should Proposer take exception to **ANY** of the terms and conditions or other contents provided in the RFB for Professional Auditing Services, list the exceptions below. **THIS COMPLETED FORM MUST BE RETURNED WITH YOUR PROPOSAL.** If no exception(s) are taken, enter "**NONE**" for the first item. *(Make additional copies of this form as necessary)*

Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CITY OF VICTORVILLE**  
**RFQ # CC16-104 - DFAD 1, BLOCK WALLS**

**SENATE BILL 854**

Senate Bill 854 (<http://www.dir.ca.gov/Public-Works/PublicWorks.html>)

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.

The requirement to use only registered contractors and subcontractors on public works projects, greater than \$1,000.00 applies to all projects. 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.

Effective immediately, the City 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: \_\_\_\_\_

**CITY OF VICTORVILLE**  
**RFQ # CC16-104 - DFAD 1, BLOCK WALLS**  
**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 City 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 City 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 City, the City 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: \_\_\_\_\_

CITY OF VICTORVILLE  
RFQ # CC16-104 - DFAD 1, BLOCK WALLS

**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 **May 19, 2016 at 11:30 p.m., PST**, as shown in Plans entitled

SPECIFICATIONS, PROPOSAL AND CONTRACT, CITY OF VICTORVILLE  
"RFQ # CC16-104 - DFAD 1, BLOCK WALLS"

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

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

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

**EXHIBIT A**

**STANDARDS**

**BLOCK WALL SPECIFICATIONS FOR LMAD**

**AND GARDEN WALL**

◦ **Sec. 16-3.08.030 - Wall and fence standards**

(a)

Developments and single-family subdivisions shall provide 6-FT high masonry block walls, as follows:

(1)

Decorative masonry wall shall be constructed along the perimeter of all new residential developments and subdivisions, including all interior side and rear project boundaries, and street frontages without front-on units.

(2)

A decorative masonry wall shall be constructed along all street side yards within a single-family subdivision.

(3)

Masonry walls along interior side and rear property lines, within a single-family subdivision, are required with the concurrent construction of two or more units by the same developer.

(4)

Walls along the rear or side property lines shall not be required along lot lines that abut a property zoned or used as open space/recreation.

(b)

Prohibited fences and walls include:

(1)

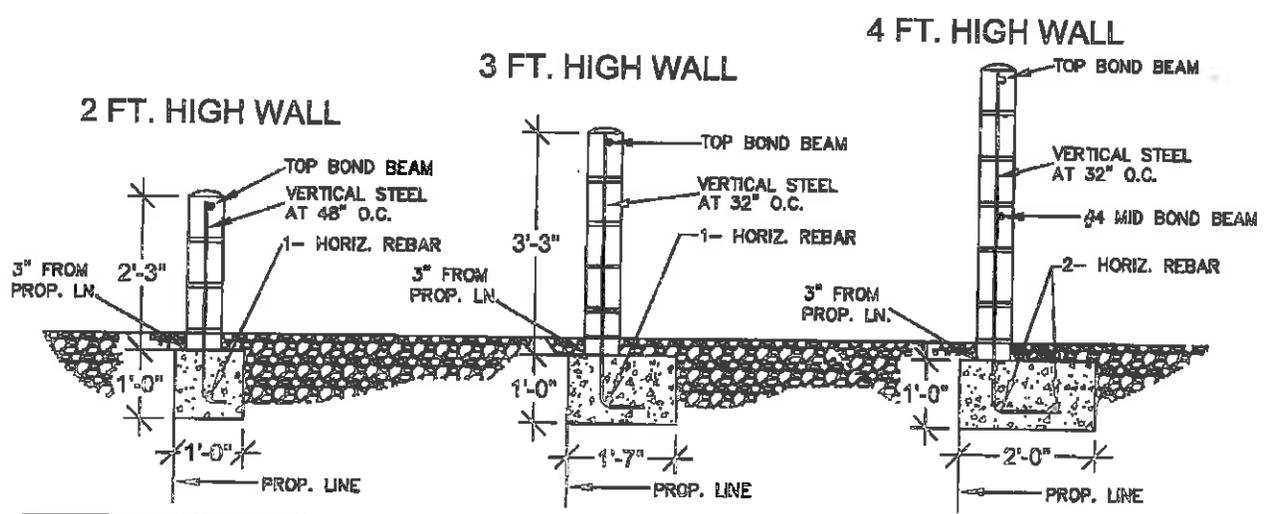
Razor wire and/or barb wire;

(2)

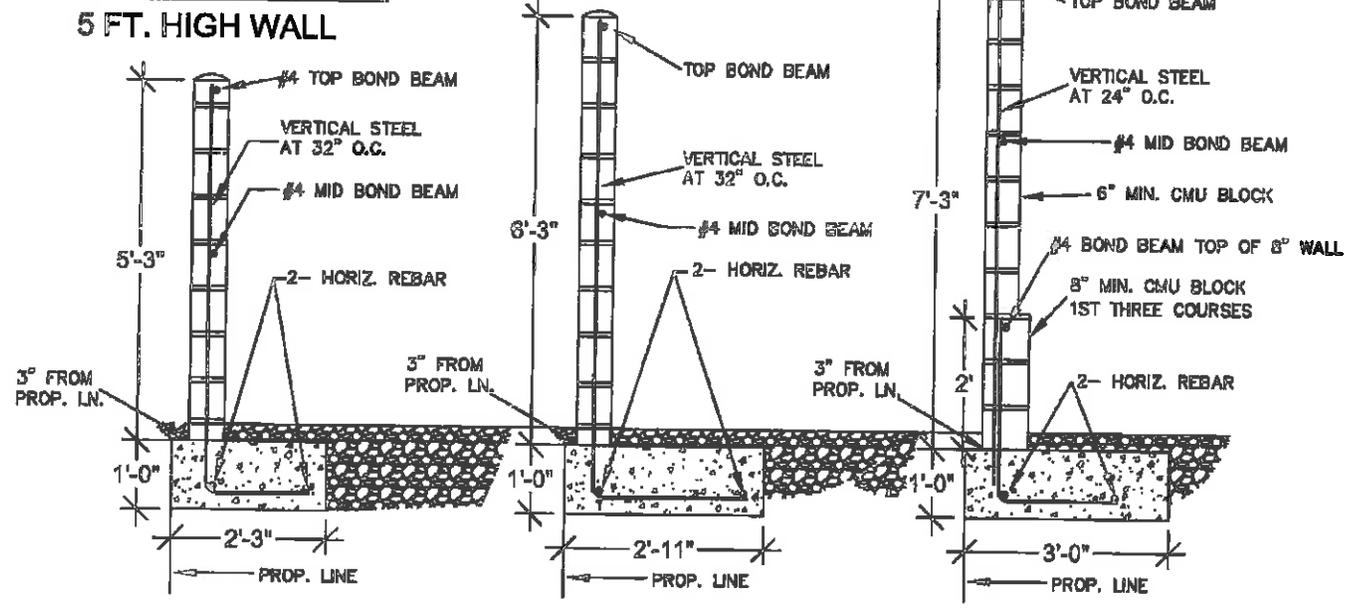
Chain link fence on any new multi-family development; and

(3)

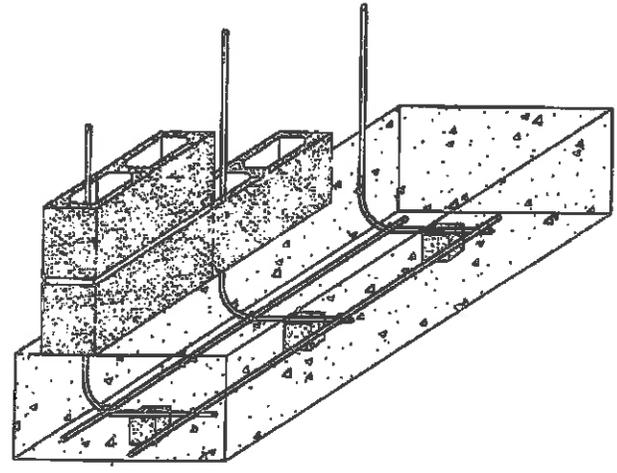
Chain link fence within the front or street side yard areas on single-family residential properties zoned for lots less than a half-acre in net area.



**ALL STEEL SHALL BE  
A MINIMUM OF 3"  
FROM EARTH**



**FOOTING DETAIL**



**NOTES:**

1. 6" min. CMU block except 7' walls.
2. All rebar to be #4 min. (1/2" dia.).
3. Lap all rebar Min. 24".
4. Min. 3" clearance from rebar to earth.
5. Grout all cells containing rebar.
6. 3" cover of earth from top of footing.
7. Bond beam shall be vertically spaced 48" o.c. for 6" CMU and shall be vertically spaced 32" o.c. for 8" CMU



Development Department  
Building Division

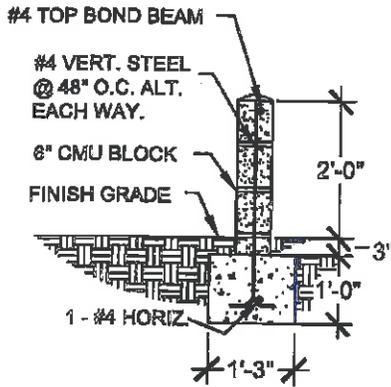
**GARDEN WALL ON PROP. LINE**

14343 Civic Drive  
Victorville, CA 92383

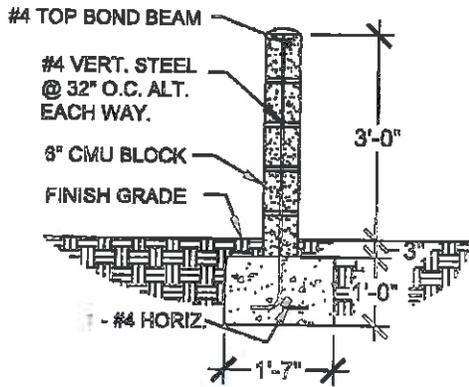
(760) 935-5100  
Fax (760) 268-0072

JUNE 14, 2011

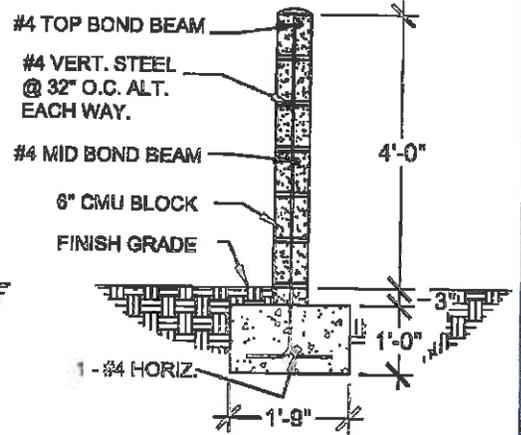
### 2 FT. HIGH WALL



### 3 FT. HIGH WALL

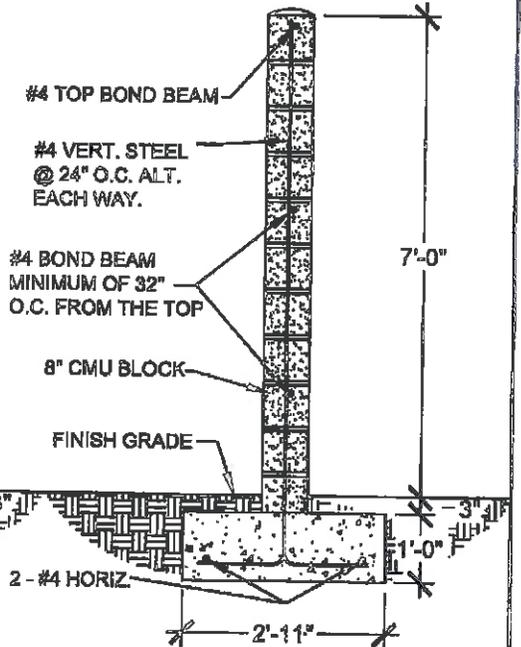


### 4 FT. HIGH WALL

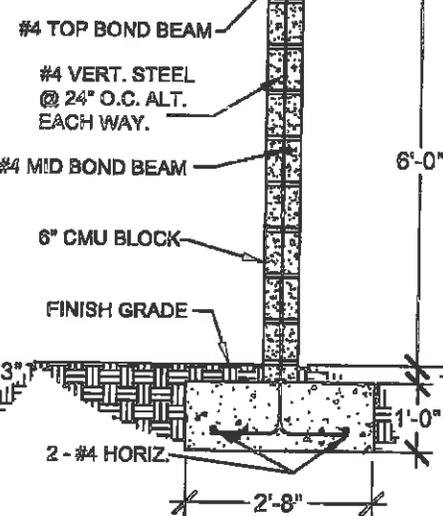
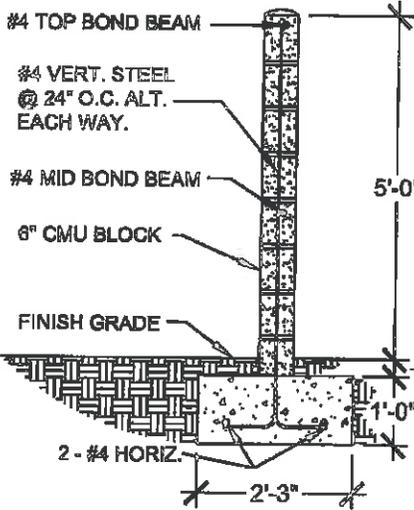


ALL STEEL SHALL BE  
A MINIMUM OF 3"  
FROM EARTH

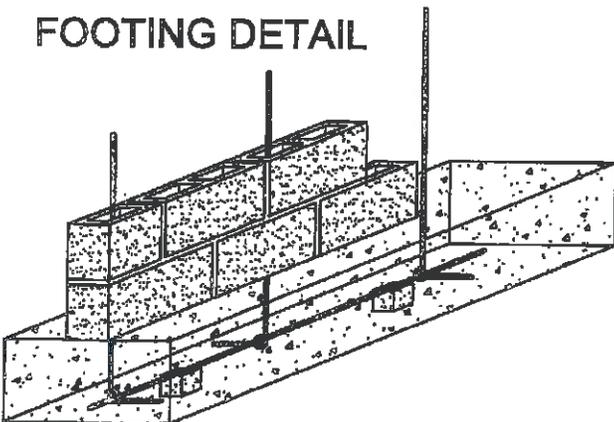
### 7 FT. HIGH WALL



### 5 FT. HIGH WALL



### FOOTING DETAIL



#### NOTES:

1. 6" min. CMU block.
2. All rebar to be #4 min. (1/2" dia.).
3. Lap all rebar Min. 24".
4. Min. 3" clearance from rebar to earth.
5. Grout all cells containing rebar.
6. 3" cover of earth from top of footing.
7. Bond beam shall be vertically spaced 48" o.c. for 6" CMU and shall be vertically spaced 32" o.c. for 8" CMU



Development Department  
Building Division

GARDEN WALL  
FOOTING CENTERED

14343 Civic Drive  
Victorville, CA 92393

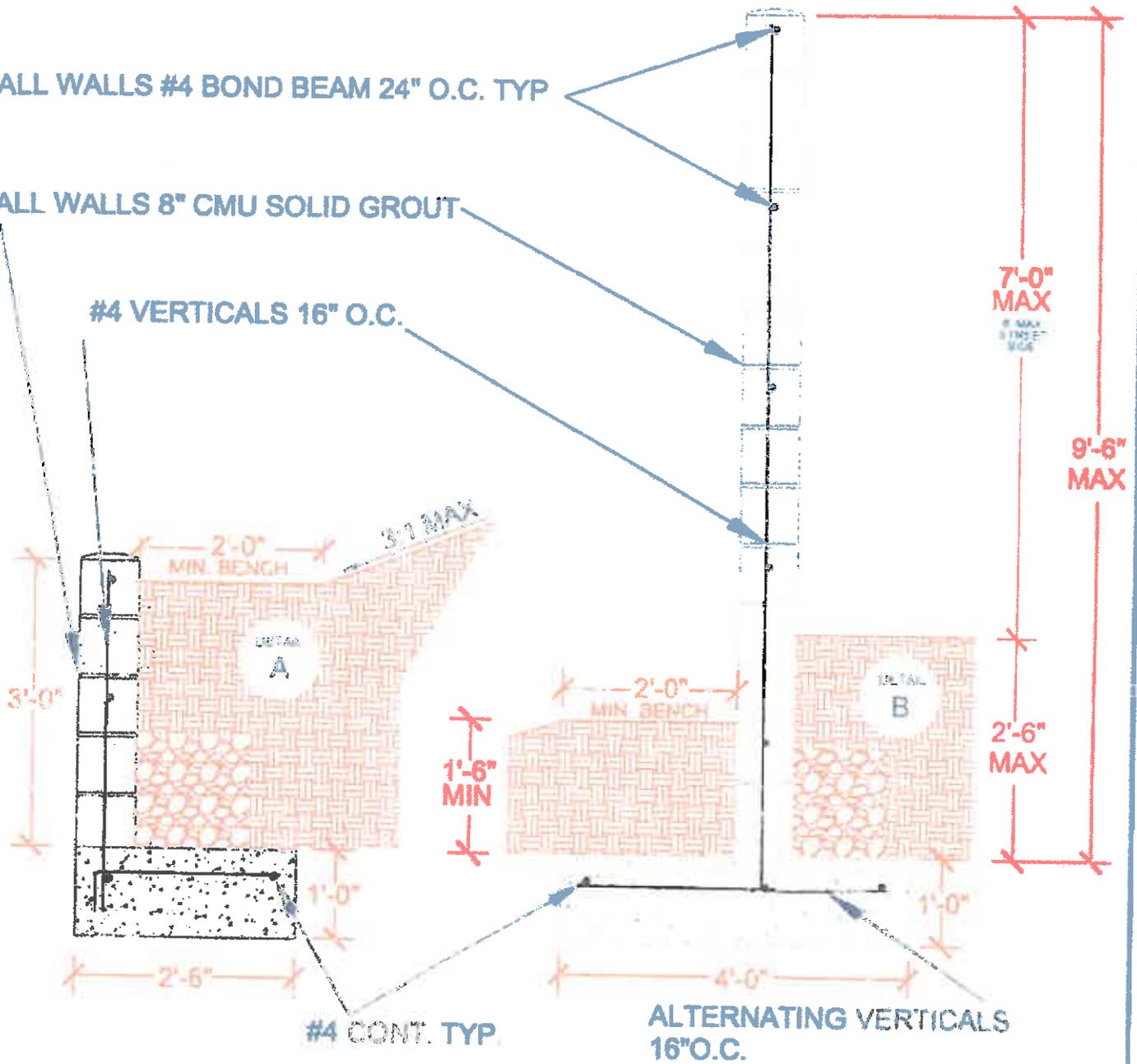
(760) 955-5100  
Fax (760) 269-0072

JUNE 14, 2011

ALL WALLS #4 BOND BEAM 24" O.C. TYP

ALL WALLS 8" CMU SOLID GROUT

#4 VERTICALS 16" O.C.



SEE COMMUNITY SERVICE DETAIL FOR FURTHER INFORMATION

PLANNING		 CITY OF VICTORVILLE Development Department
BUILDING		
COMMUNITY SERVICES		
ENGINEERING		
		(760) 955-5101 Fax (760) 245-1063
		14343 Civic Drive Victorville, CA 92393
		08/08/06
		1 OF 1

**EXHIBIT B**

**STANDARDS**  
**WALL AND FENCE, BASINS AND**  
**DRAINAGE**

**Sec. 16-3.08.090: - Single-family design guidelines**

• (4)

Drainage.

(i)

Basins and drainage channels should be utilized as recreational or visual amenity opportunities for the neighborhood in the form of parks and/or trail systems, where feasible.

(ii)

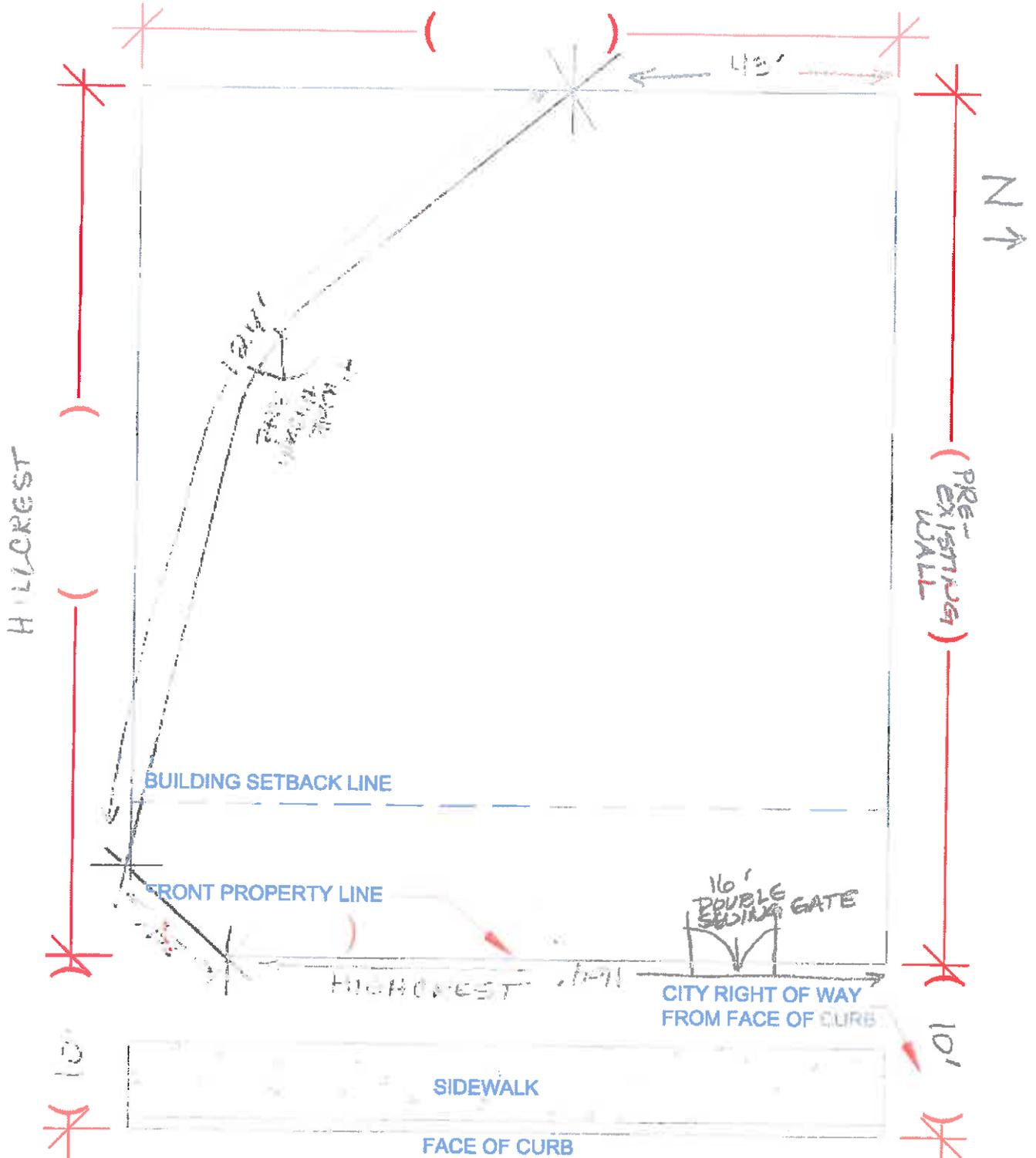
Basins and drainage channels, when visible from public views, shall be designed with decorative walls/fencing and landscaping to soften the edge where the facility meets the public realm.

(iii)

Open storm water drainage channels and basins shall provide landscaping a minimum of 10 feet in width when abutting a public street or public trail, excluding channel street crossings. Said landscaping shall be constructed per Landscape Maintenance Assessment District (LMAD) standards and the landscaping standards listed within this chapter.

**EXHIBIT C**  
**PLOT PLAN MAPS**

# PLOT PLAN



JOB ADDRESS HIGHCREST / HILLCREST

OWNER CITY OF VICTORYVILLE

APN NO. 3090-611-61 TRACT 16063-1

PERMIT NO. \_\_\_\_\_



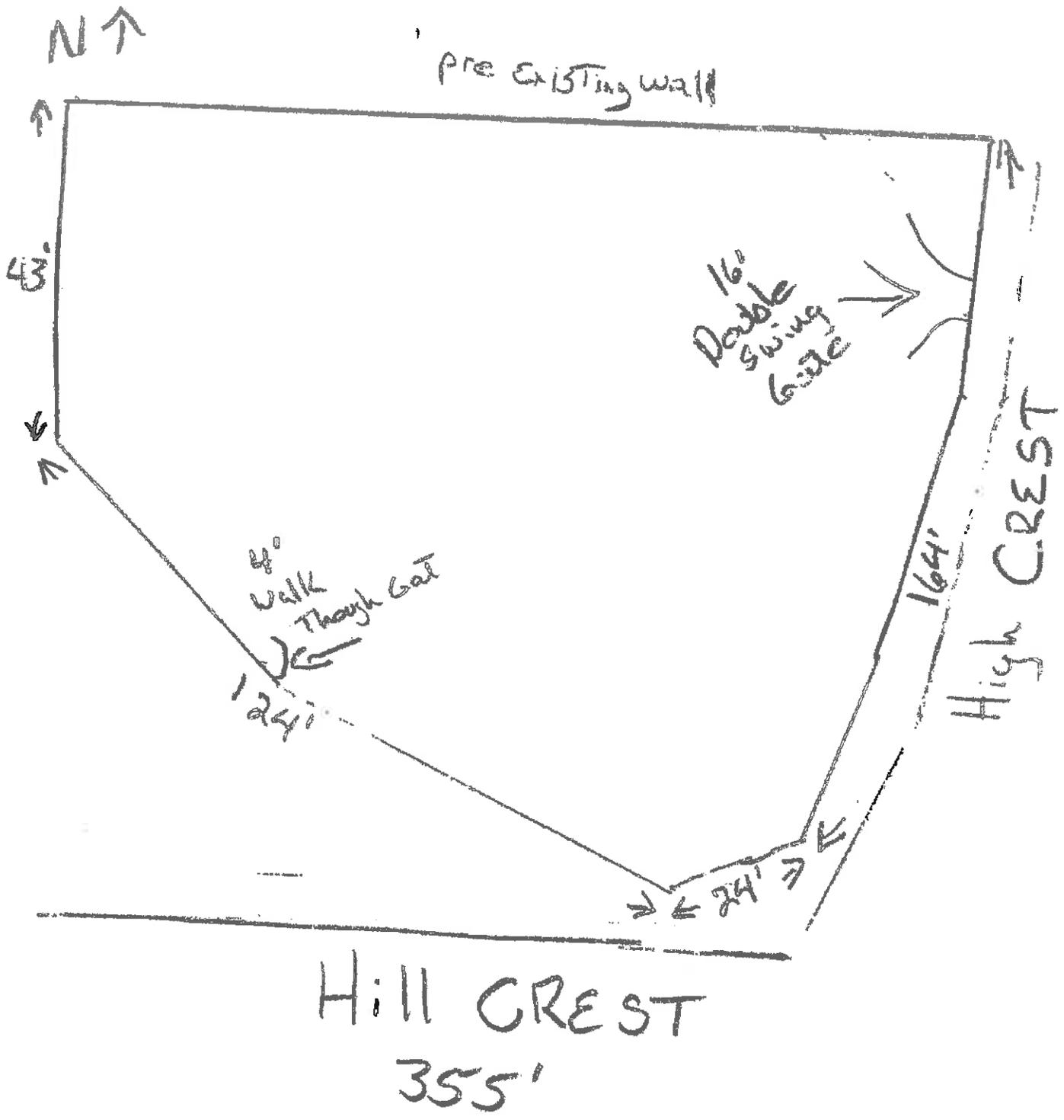
Development Department  
Building Division

PLOT PLAN

14343 Civic Drive  
Victoryville, CA 92383

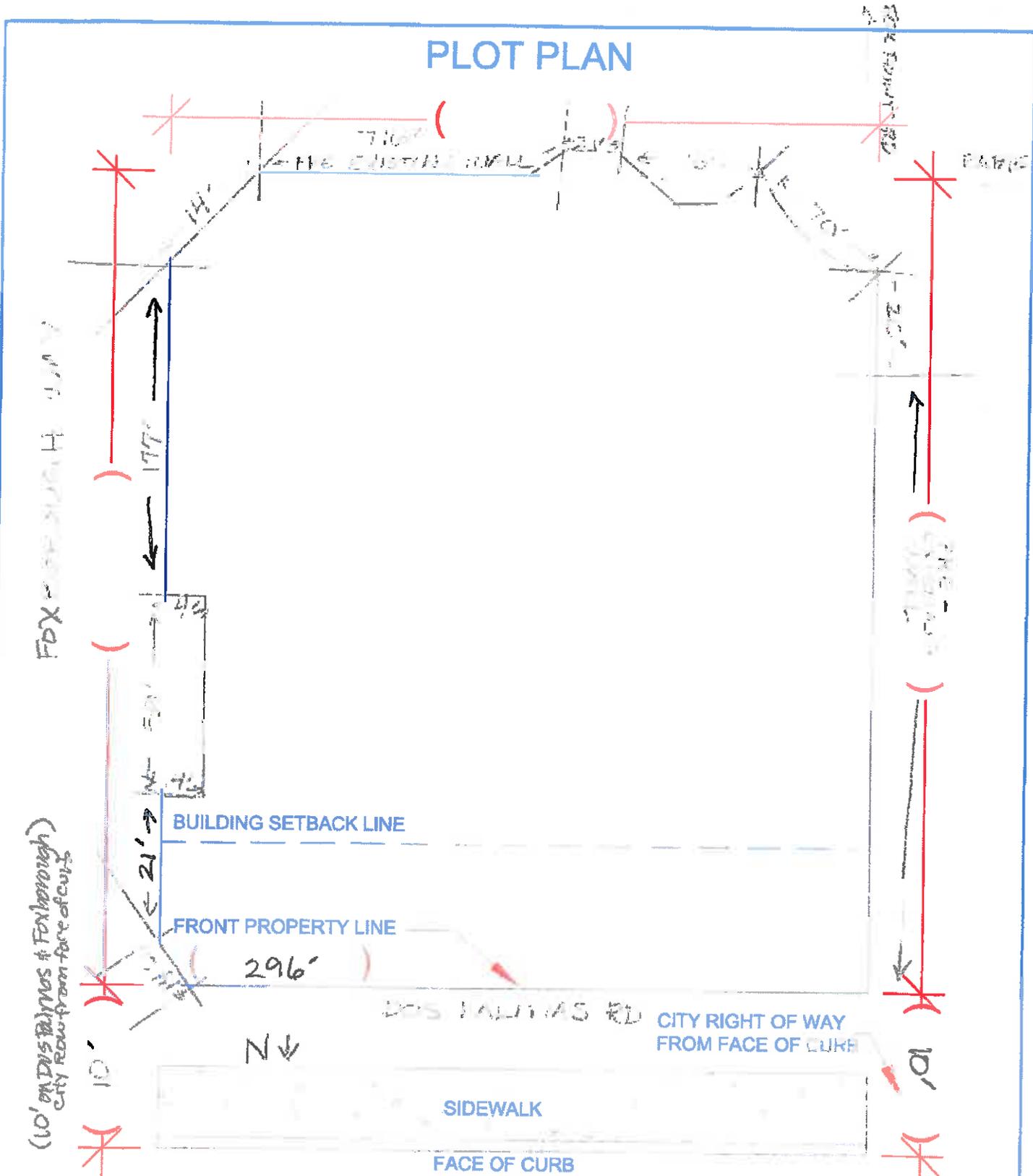
(760) 855-5100  
Fax (760) 289-0073

05/11/06





# PLOT PLAN



JOB ADDRESS DOS PALMAS / FOX BOROUGH

OWNER CITY OF VICTORVILLE

APN NO. 3094-331-40 Tract 15186-687

PERMIT NO. \_\_\_\_\_



Development Department  
Building Division

PLOT PLAN

14343 Civic Drive  
Victorville, CA 92393

(760) 865-5100  
Fax (760) 288-0073

05/11/06



Dos palmas

296'

Pre existing wall

102'

Double swing gate

20'

16'

21'

59'

4'

177'

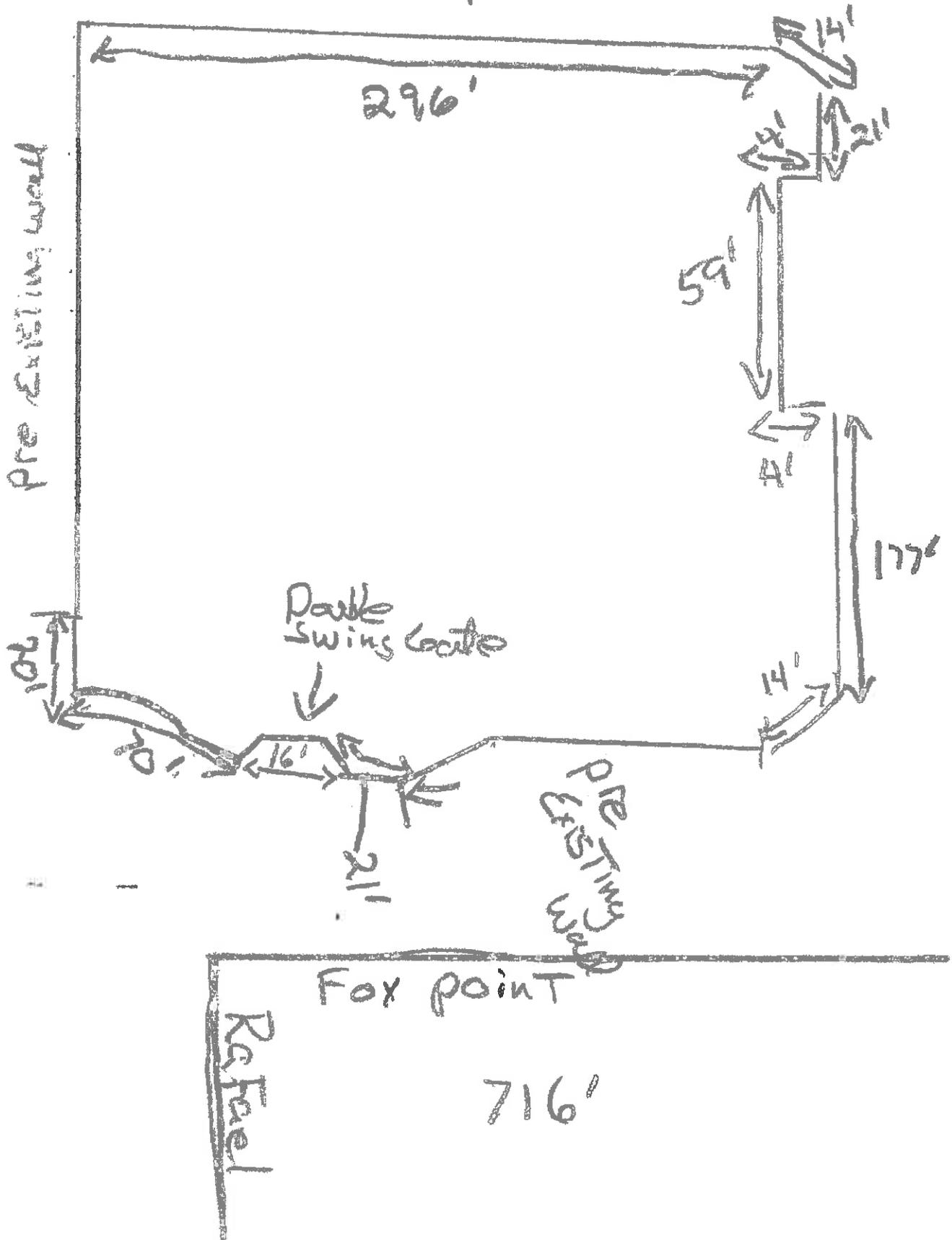
4'

Pre existing wall

Fox point

Rafael

716'



ROAD

DE TENTION  
BASIN

LOT "F"

WAY

201

240

192

202

239

193

203

194

204

238

195

205

WAY

## **EXHIBIT D**

### **SAMPLE BLOCK TYPE AND COLOR**







**EXHIBIT E**

**SAMPLE CONSTRUCTION  
AGREEMENT AND FAITHFUL, PAYMENT  
BONDS**

---

**SAMPLE**  
**CONSTRUCTION AGREEMENT**  
**BY AND BETWEEN**  
**THE CITY OF VICTORVILLE**  
**AND**  
**(NAME OF CONTRACTOR)**  
**FOR**  
**(TITLE OF PROJECT, PROJECT NUMBER)**

THIS CONSTRUCTION AGREEMENT (the "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 **(NAME OF CONTRACTOR)**, hereinafter referred to as the "Contractor". The City and the Contractor are sometimes hereinafter referred to as a "Party" or as the "Parties".

**RECITALS:**

**WHEREAS, THE CITY** requires **(DESCRIBE SERVICES)** (the "Project"); and

**WHEREAS,** in light of the facts set forth above, the City desires to retain Contractor in connection with **(DESCRIBE SERVICES)**.

**NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, 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 herein.

**Section 2.            TERM**

This Agreement shall commence within **NUMBER (QTY) OF CALENDAR DAYS** after issuance of Notice to Proceed (the "Commencement Date") and shall terminate upon completion of the Project **NUMBER (QTY) OF CALENDAR DAYS** after Commencement Date unless sooner terminated in accordance with the provisions of this Agreement.

**Section 3.            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 4.            CONTRACT DOCUMENTS; PRIORITY**

The contract documents shall include the following documents, attached hereto as exhibits and incorporated herein by this reference as though set forth in full (the "Contract Documents"):

- This Agreement.
- Exhibits:
  - Notice Inviting Bids for the Project;
  - City Specifications for the Project;
  - Special Provisions;
  - Bid Proposal Form(s) for the Project; and
  - Accepted Proposal.

In the event of any conflict between or among the Contract Documents, or any dispute as to the meaning of any term or provision, the Contract Documents shall be given priority according to the order listed herein above. In the event of any conflict or dispute that cannot be resolved by reference to the Contract Documents, the following documents may be used to clarify or interpret any term therein:

- Non-Collusion Affidavit;
- Bidder's Bond;
- List of Subcontractors;
- Faithful Performance Bond;
- Payment Bond; and
- Guaranty.

#### **Section 5.                    CONTRACTOR'S OBLIGATIONS**

Contractor shall complete the Project as specifically set forth in the Contract Documents. Contractor shall furnish, at its own cost and expense, all labor, services, material, tools, equipment, supplies, transportation, and any other items and facilities necessary therefore, as provided in the Contract Documents.

#### **Section 6.                    COMPENSATION**

The Contractor agrees to receive and accept the following amount; **SPELL OUT DOLLAR AMOUNT AND 00/100 DOLLARS (\$0.00)**, as full compensation for furnishing; all materials, doing all the work contemplated and embraced in this contract, all loss or damage arising out of the nature of the work aforesaid, the action of the elements, any unforeseen difficulties or obstructions which may arise or be encountered in the execution of the work until its acceptance by the City of Victorville, and for all risks of every description connected with the work, all expenses incurred by or in consequence of the suspension or discontinuance of work well and faithfully completing the whole work, thereof, according to the requirements of **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee, to wit: See **Exhibit "A" Scope of Work**.

#### **Section 7.                    BID PROPOSAL FORMS**

The City shall pay Contractor as provided in the Bid Proposal Forms, attached hereto as **Exhibit "B"**, and incorporated herein by this reference as though set forth in full, subject to approval of the City, when applicable.

#### **Section 8.                    RESERVED**

#### **Section 9.                    PREVAILING WAGES (IF APPLICABLE)**

In accordance with the provisions of the California Labor Code, the State Director of Industrial Relations has determined the general prevailing rates of per diem wages in the locality

where the Project is to be done. Copies of the prevailing rate of per diem wages are on file at the City of Victorville Finance Department and shall be made available to any interested party, on request. Notwithstanding anything in the Contract Documents to the contrary, Contractor shall be responsible for using up-to-date prevailing wage rates.

**NOTE:** A WEEKLY CERTIFIED PAYROLL AND DAILY SIGN IN SHEETS are required with each invoice to the City. Payment of the invoice may be delayed when a certified payroll is not included with the Contractor's invoice (Exhibits E & C are attached).

Exhibit "D", attached, is the Employee Information Sheet. This required document is due prior to, or along with the first invoice. This document is required only once per employee.

#### **Section 10. WORKERS' COMPENSATION INSURANCE**

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. If any class of employees employed by Contractor 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.

In conformance with current statutory requirements of Section 1860 et seq., of the Labor Code of the State of California, the undersigned confirms the following as their certification:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

#### **Section 11. NOTICE TO PROCEED**

No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence work pursuant to the Contract Documents as directed by the City in the Notice to Proceed, and to diligently execute the same to completion within the time limits set forth in the Contract Documents.

#### **Section 12. COMPLIANCE WITH LAWS**

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

#### **Section 13. COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE**

Contractor shall procure and maintain at its own expense, during the term of this Agreement, 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 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 personal injury and property damage, of not less than One Million Dollars (\$1,000,000) Combined Single Limit, covering any vehicle(s)

utilized by Contractor or its officers, employees, servants, volunteers, or agents and independent contractors in performing the services required by this Agreement.

**Section 14.                    ADDITIONAL INSURED**

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 and its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, the City Attorney, are named as Additional Insureds.

**Section 15.                    WAIVER OF SUBROGATION RIGHTS**

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

**Section 16.                    PROOF OF INSURANCE COVERAGE; REQUIRED PRIOR TO COMMENCEMENT OF SERVICES**

a. Contractor shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this Agreement and furnish to the City Clerk certificates of said insurance at least one (1) day prior to the commencement of any services to be performed under this Agreement.

b. The certificates of insurance shall bear an endorsement whereby it is provided 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 non-payment, ten (10) days' advance written notice shall be given.

c. The certificates of insurance shall bear an endorsement whereby it is provided that the respective insurance policy shall not be terminated or expire without first providing thirty (30) days written notice to the City of such termination or expiration.

d. The certificates of insurance shall indicate that the respective insurance policy will be maintained throughout the Term of this Agreement.

e. The Comprehensive General Liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this Contract, Contractor's service coverage shall be primary with respect to the City. Any insurance maintained by the City shall be in excess of Contractor's insurance and shall not contribute to it.

f. Contractor, and or any of its subcontractors, suppliers, vendors, employees, or person who is performing any work under this agreement shall purchase and maintain insurance to the full contract and insurable value thereof commonly referred to as a Course of Construction, or a Builders' Risk policy that offers "Installation" coverage for all materials, supplies, equipment, and property obtained by, or for, Contractor, which is to become part of the work while such equipment and property is stored at the jobsite, at temporary locations, or while in transit to the project from such temporary locations. **Contractor, and or any of its subcontractors, suppliers, vendors, employees, or person who is performing any work under this agreement shall** also be responsible for insuring their owned, leased, rented or borrowed equipment. Insurance should also include a Loss Payee, and a Waiver of Subrogation Endorsement in favor of The City of Victorville.

**Section 17.**

**TIME OF THE ESSENCE**

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

**Section 18.**

**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 there from;
- (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.

**Section 19.            REPORTS**

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

**Section 20.            RECORDS**

a. Contractor 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 Contractor hereunder shall be retained by Contractor 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 21.            MODIFICATIONS AND AMENDMENTS**

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

**Section 22.            ENTIRE AGREEMENT**

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

b. The Contract Documents contain all of the covenants and agreements between the parties with respect to the subject matter herein, and each party 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 and the Contract Documents.

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

**Section 23.            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.



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 30.            GENDER; PLURAL**

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 31.            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 32.            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 33.            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 34.            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 35.            ATTORNEY'S FEES**

Should any litigation, specifically including but not limited to, arbitration and other non-judicial resolution of disputes be commenced between the parties to this agreement concerning this agreement or the rights and duties of either in relation thereto, the parties prevailing in such litigation or other proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney fees in such litigation where the proceeding which, if not agreed upon by the parties, shall be determined by the court or other entity in which such litigation or other proceeding is brought.

**Section 36.            EFFECTIVENESS OF AGREEMENT**

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

**Section 37.            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 38. 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**

**(CONTRACTOR)**

By: \_\_\_\_\_  
**(NAME AND TITLE)**

By: \_\_\_\_\_  
**(INSERT NAME & TITLE OF  
PERSON SIGNING ON BEHALF  
OF CONTRACTOR)**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
**Carolee Bates, City Clerk**

**THE CITY OF VICTORVILLE**

**APPROVED AS TO STANDARD FORM**

By: \_\_\_\_\_  
**Chuck Buquet, Risk Manager**

By: \_\_\_\_\_  
**Andre de Bortnowsky, City Attorney**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF VICTORVILLE  
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 "DFAD 1 BLOCK WALL, PROJECT CC16-104" as specifically set forth in documents entitled of "DFAD 1 BLOCK WALL, PROJECT CC16-104" 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 his part to be done and performed at the times and in the manner specified herein, then his 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 there under, nor shall any extensions of time that 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**

**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 "DFAD 1 BLOCK WALL, PROJECT ES16-104" as specifically set forth in documents entitled "DFAD 1 BLOCK WALL, PROJECT CC16-104" 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 his 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 there under, 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: \_\_\_\_\_

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