REQUEST FOR QUOTE SHEET

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

DATE: November 19, 2015

TO: (Potential Bidder)

FROM: Elizabeth Salcido, Finance Technician
Phone (760) 243-6371, Fax 269-0045, email: esalcido@victorvilleca.gov

PLEASE QUOTE THE FOLLOWING:
The City of Victorville Public Works Department is requesting bids for Replacement of two (2) Compressed Natural Gas (CNG) Dispensers (Victorville, CA) from qualified contractors.

QUOTE DUE DATE: Notice is hereby given that quotes will be received by the Purchasing Agent of the City of Victorville until **2:00 PM (PST), January 6, 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.

DOCUMENTS TO BE RETURNED

- Copy of: California Contractor's License
- All forms listed on the Submission Certification Form, Page 12
- Ensure the Non-Collusion Affidavit is Signed ***and notarized***
- All Addenda Acknowledgements

Original documents will be required from the awardee.

PRE-BID MEETING / JOB WALK - A **MANDATORY** pre-bid meeting and job walk has been scheduled for all prospective bidders. The meeting will be held on **December 8, 2015, at 10:00 a.m. , (PST), at City of Victorville Public Works Yard, at 14177 McArt Road, Victorville, CA, 92392, Conference Room,** with a job walk of the work site. This meeting has been scheduled to answer questions, allow measurements to be taken, indicate specific details required in this bid, and permit prospective bidders an opportunity to investigate and fully acquaint themselves with existing conditions so they may understand all factors involved in the execution of this project.

A bid received from a Contractor who is not represented by a duly authorized agent at the pre-bid meeting and job-walk shall be considered non-responsive and rejected from further contract award consideration.

HOW TO RESPOND: Respond by mail (City of Victorville, P.O. Box 5001, Victorville, CA 92393-5001, Attn: Purchasing/ES) or by fax (760) 269-0045, or in person (City Hall, Administrative Services Department, Finance Division, Purchasing Section, 14343 Civic Dr., Victorville, CA 92392).

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 for a public works project (submitted on or after March 1, 2015) 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)).

No contractor or subcontract may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (see Submission Certification, Page 12).

NOTE: Confirmation of certified payroll submittal to DIR is required with each invoice to the City. Payment of the invoice may be delayed when proof of certified payroll submittal is not included with the contractor's invoice.

CALIFORNIA CONTRACTORS LICENSE AND CITY OF VICTORVILLE BUSINESS LICENSE:
The successful bidder must possess a valid California Contractor's License, applicable to the trade to be performed, 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.

INQUIRIES-
Any prospective Proposer desiring an explanation or interpretation of the solicitation, specifications, etc., must request it in writing, **no later than 2:00 p.m. (PST), December 22, 2015**, to allow a reply to reach prospective Proposers before the proposal submission date. Any information given a prospective Proposer will be furnished promptly as an amendment to the solicitation, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective bidders. Inquiries regarding this solicitation should be directed to:

CONTACTS - FOR QUESTIONS REGARDING
Procurement Process:
Elizabeth Salcido, Finance Technician
Phone: (760) 243-6371, Fax: (760) 269-0045, email: esalcido@victorvilleca.gov

Technical or Schedule Questions
Justin Foster, Public Works Supervisor, Fleet
Phone: (760) 243-1944; email: jfoster@victorvilleca.gov

CONDITIONS OF BID

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 form CG 0001)
b. Insurance Services Office form number CA 0001 (Ed. 1/87) 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 and expiring(TO BE DETERMINED) business days after commencement date.

CONTRACT EXECUTION
The successful bidder shall execute a Contract with the City for the services to be provided. A sample contract is provided as Attachment "B" 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 Division Head, or 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. To include National Fire Prevention Association (NFPA) standards.

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

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." (See Submission Certification, Page 29-30).

CITY OF VICTORVILLE

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 "Replacement of Two CNG Dispensers". All of the following documents (check below) are completed, fully executed, and included in my bid as required in the bid document:

_____ Submission Certification (Page 12)

_____ Bid Proposal (Page 13-14)

_____ Contractor's Qualification Statement (Page 15-17)

____ Proposer Identification (Page 18)

____ Customer References (Page 19)

____ Worker's Compensation Certificate (Page 20)

____ Signature Authorization (Page 21)

_____ List of Subcontractors (Page 22)

_____ Questionnaire (Page 23)

____ Guaranty (Page 24)

____ Non-Collusion Affidavit (Page 25)

____ Addenda Acknowledgement (Page 26)

____ Exception Form (Page 27)

____ SB 854 DIR Requirements (Page 28)

____ Debarment Form (Page 29-30)

____ Bidder's Bond (Page 31)

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

_____

Business Name

_____

Authorized Signature | Printed Name and Title

_____

Date Signed | Telephone Number

CITY OF VICTORVILLE, CALIFORNIA

ES16-048 – REPLACEMENT OF TWO CNG DISPENSERS

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.

Option 1 - Kraus Global Dispenser with Monochrome Display

Item	Description of Items (s)	Quantity	Unit Price	Total Price
1.	*Kraus Global Gilbarco Encore 500S, Dual Hose CNG Dispensers with Monochrome Display, or equal, in accordance with City of Victorville specifications	**2/Each**		
	If providing, equal product, include a detailed description and specifications. Equal dispensers must be equipped with the Gilbarco CRIND.			
2**.**	Labor for item 1 above (shall include, but are not limited to, labor, finishing, clean up and incidentals required for proper completion of work).	1/lot		
3.	Bonds			
4.	Freight			
5.	Extended Warranty	2/Each		
			Sub Total	
			8.00 % Sales Tax	
			Total Bid Price	

Bid in words: _____

Option 2 - Kraus Global Gilbarco with Color Display

Item	Description of Items (s)	Quantity	Unit Price	***Total Price***
1	*Kraus Global Gilbarco Encore 500S, Dual Hose CNG Dispensers with Color display, or equal, in accordance with City of Victorville specifications	2/Each		
	If providing, equal product, include a detailed description and specifications. Equal dispensers must be equipped with the Gilbarco CRIND.			
2.	Labor for item 1 above (shall include, but are not limited to, labor, finishing, clean up and incidentals required for proper completion of work).	1/lot		
3.	Bonds			
4.	Freight			
5.	Extended Warranty	2/Each		
			Sub Total	
			8.00 % Sales Tax	
			Total Bid Price	

Bid in words: _____

Warranty Period in months: _____

Payment Terms:_____
FOB: Victorville, CA (Shipping Prepaid)

Federal I.D.No.:_____

Contractor License No.:_____

Estimated Delivery:_____

Bidder:_____

Address:_____

Phone:_____ Fax:_____ E-mail:_____

Signature:_____Date:_____

Name Printed:_____Title:_____

CITY OF VICTORVILLE
ES16-048 – REPLACEMENT OF TWO CNG DISPENSERS
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.

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.):

_____

_____

_____

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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:

_____

_____

_____

_____

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

_____

_____

_____

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
ES16-048 – REPLACEMENT OF TWO CNG DISPENSERS
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

ES16-048 – REPLACEMENT OF TWO CNG DISPENSERS

CUSTOMER REFERENCES

TO BE SUBMITTED WITH BID

Proposer: _____

LIST THREE AGENCIES YOU HAVE DONE BUSINESS WITH WITHIN THE LAST THREE YEARS - TWO OF THE THREE MUST BE A LANDSCAPE INSTALLATION PROJECT		
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
ES16-048 – REPLACEMENT OF TWO CNG DISPENSERS
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
ES16-048 – REPLACEMENT OF TWO CNG DISPENSERS
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
ES16-048 – REPLACEMENT OF TWO CNG DISPENSERS

LIST OF SUBCONTRACTORS
TO BE SUBMITTED WITH BID

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_____

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:_____

TOTAL: _____

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

CITY OF VICTORVILLE
ES16-048 – REPLACEMENT OF TWO CNG DISPENSERS

QUESTIONNAIRE
TO BE SUBMITTED WITH BID

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

ES16-048 – REPLACEMENT OF TWO CNG DISPENSERS

GUARANTY

TO THE CITY OF VICTORVILLE, CALIFORNIA

The undersigned guarantees the completion of **"ES16-048 – REPLACEMENT OF TWO CNG DISPENSERS**."

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

ES16-048 – REPLACEMENT OF TWO CNG DISPENSERS

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Per Public Contract Code Section 7106)

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN BERNARDINO)

_____, being first duly sworn, deposes

and says he or she is_____
(sole City, partner, president, secretary, etc.)
of _____,
the party making the foregoing bid; that the bid is **not** made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder; or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder; or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true. And further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

SIGNED:_____Title:_____

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

State of California
County of _____

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

(Seal)

Signature_____

CITY OF VICTORVILLE
ES16-048 – REPLACEMENT OF TWO CNG DISPENSERS

ADDENDA ACKNOWLEDGEMENT
TO BE SUBMITTED WITH BID

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.

ADDENDUM NO. DATED _____

ADDENDUM NO. DATED _____

ADDENDUM NO. DATED _____

ADDENDUM NO. DATED _____

NAME OF BIDDER _____

ADDRESS _____

TELEPHONE NO. _____

BY: _____
Signature

CITY OF VICTORVILLE
ES16-048 – REPLACEMENT OF TWO CNG DISPENSERS
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: _____

_____

_____

_____

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

If you intend to bid or provide services on City projects in the future, please ensure you are registered with the DIR prior to March 1, 2015. 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

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:_____

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 _____ **at 2:00 p.m., PST,** as shown in Plans entitled

SPECIFICATIONS, PROPOSAL AND CONTRACT, CITY OF VICTORVILLE
"REPLACEMENT OF TWO CNG DISPENSERS, Project # ES16-048"

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) _____

(Seal) _____

ADDRESS

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

ATTACHMENT A

SCOPE OF WORK

ATTACHMENT A

REPLACEMENT OF TWO CNG DISPENSERS, PROJECT # ES16-048"

SCOPE OF WORK

The undersigned hereby agrees to furnish, deliver, and install the item(s) listed below in accordance with the specifications (which have been carefully examined and are attached hereto) on file in the Administrative Services Department, Office of the Chief Financial Officer.)

No bidder shall be acceptable who is not a reputable manufacturer or manufacturer's franchised dealer of such item(s) as submitted for bid consideration.

- The attached specifications are to be used for informational purposes. Except as otherwise noted, whenever a material, article or piece of equipment is identified in the Specifications by reference to manufacturers' or vendors' names, trade-names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Public Works Division Head, or his designee, of equal substance and function. It shall not be delivered by the Contractor without the Public Works Division Head's, or his designee's, written approval.

- Each bidder shall submit, with the bid, a copy of the proposed product specifications, and other descriptive matter in sufficient detail to clearly describe the **Dual Hose CNG Dispensers** offered. At a minimum, each bidder should include preliminary drawings or plans of the CNG dispensers with brochures or cut sheets of the equipment they intend to supply as part of the CNG station.

- The Kraus dispensers specified in the RFP are compatible with the City's current Fuelforce operating system and hardware (they do include a Gilbarco CRIND). Therefore, the City will only except bids for fast fill CNG dispensers that must be, and/or equal to, a Kraus model DAM 3CGG-P6 model Encore 500S dispensers, that are equipped with the Gilbarco CRIND.

- Bidders shall submit two prices, as noted in the Bid Proposal Form.

    - Option 1 – Monochrome Display
    - Option 2 – Color Display

- Dispensers must be ADA compliant.

- The bidders will determine if the existing electrical wiring is sufficient for the new dispensers and provide a recommendation as to any new wiring requirements.

- Hardware and Software installation shall be coordinated with Broadlux Technology Solutions, Jacob Zamora, at 949-707-5600, X 151. (Specifications, attached).
    - The fuel management system the City of Victorville is currently using is a Fuel Force, Fuel Management System. The current hardware model is FF827 fuel controller.
    - Equivalent dispensers that are not equipped with the Gilbarco CRIND will require different hardware, "FF814" or "WAVE" fuel controllers. These controllers interface to electromechanical dispensers like Native KRAUS, ANGI and TGT dispensers.

- Old dispensers shall be removed and stored at the Public Works Yard.

- Contractors shall repair/replace surrounding concrete pad, if needed.

- Dispensers shall be tied into existing CNG dispenser plumbing.

- Contractors shall be required to test and calibrate dispensers and coordinate inspections with the San Bernardino County Office of Weights and Measures (awm@awm.sbcounty.gov).

- **LOCATION OF DELIVERY POINT** - The **CNG dispensers** to be furnished shall be delivered to Public Works, 14177 McArt Road, Victorville, California 92392.
- Hours of Operation are 8:00 a.m. – 2:00 p.m.

- Bidders shall show in the designated space on the Bid Proposal Form, the number of days from the date of issuance of a signed Purchase Order to the date when delivery and installation of CNG Dispensers (in accordance with specifications) are to be made to the designated location (at Public Works Yard, Victorville, California).

- 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.

For the purpose of determining minimal performance and quality standards, these specifications are based on similar current used products. The final determinant for "equal product" quotes shall be solely the Public Works Division Head, or his designee. Submission of any quote or proposal shall be subject to this determination and will be a consideration in the presentation and bid award. Any party submitting a quote or proposal shall do so fully accepting this quality determinant procedure. Standard equipment and materials, unless otherwise stipulated, are a part of these specifications.

Bids shall be firm offers, subject to acceptance or rejection within forty-five (45) days of bid opening. Unit pricing shall reflect F.O.B. City of Victorville, Public Works Yard, 14177 McArt Road, Victorville, CA 92392.

Manufacturer and/or bidder shall defend any and all suits and assume all liability for any and all claims made against the Public Works Department or any of its officials or agents for the use of any patented process, device or article forming a part of the **Construction Contract -** or any material(s) furnished under the contract.

The Dual Hose CNG Dispensers that the bidder proposes to furnish to the City must comply in all respects with the appropriate safety regulations of all regulatory commissions of the Federal government and the State of California, whether such safety features and/or materials have been specifically outlined in the specifications or not.

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

Attachment A (cont'd

Price shall be quoted F.O.B., Victorville, California (all transportation charges fully prepaid), and shall include all discounts. Bid shall include California sales tax computed at the rate of eight percent (8%) and in accordance with State Prevailing Wage.

Purchaser's authorized representatives shall have the authority to inspect production at any time during the manufacturing process.

It is agreed by the parties to the contract that in the event complete delivery is not made within the time or times set forth pursuant to these Instructions, damage will be sustained by the City and it is impractical and extremely difficult to ascertain and determine the actual damage City will sustain in the event of such delay. Therefore, it is agreed that the successful bidder shall pay to City as fixed and liquidated, damages and not as a penalty, a dollar sum in the amount of One Hundred ($100.00) per day, for delay in making delivery and assembly or finishing the work, in excess of the number of days prescribed above.

In the event the bidder fails to make complete delivery of the material as specified, the City shall have the right to terminate the contract without being liable to the bidder and acquire said item(s) as the City deems appropriate. It is further agreed, in the event such damages are sustained by the City, the City shall deduct the amount thereof from any monies due or that may become due the vendor under the contract or take other action as the City deems appropriate.

[END OF THIS PAGE]

ATTACHMENT A

Kraus Global Gilbarco
CNG Fuel Dispenser
SPECIFICATION DATA

The fast fill CNG dispenser must be, and/or equal to, a Kraus model DAM 3CGG-P6 model Encore 500S dispenser. The CNG fast-fill dispenser shall be of a 2-hose design with a temperature compensated 3600 psig target fill pressure at standard conditions. The dispenser shall include a Micon 500 controller and utilize high pressure solenoid valves for fill control; ADA Compliant.

The fast-fill fuel dispenser shall meet the following specifications:

- NFPA 52-2010 design and operation specifications;
- **The dispenser shall be designed to fit within a hazardous area classification of Class 1, Division 1, Group D.**
- The dispenser shall use an NFPA 496 compliant purge system to protect the dispenser electronics from exposure to CNG;
- The fuel dispenser shall be type approved for retail sale of CNG in the State of California by the State Department of Weights and Measures;
- Gas shall be measured via a Micro Motion CNG50 mass flow meter and displayed in Diesel gallon equivalent (DGE) for each dispenser hose display head;
- The fuel dispenser shall have a maximum allowable working pressure (MAWP) of 5000 psig with both hoses set for a temperature compensated target fill pressure of 3600 psig at 70 °F;
- The dispenser shall be designed as a three bank, internally sequenced, fast fill system;
- The dispenser shall include one high pressure filter per inlet line. The filter may be installed within the dispenser or shipped loose for external installation;
- Dispenser shall be controlled via KAF402 high pressure solenoid valves;
- All process tubing within the dispenser shall be ½" stainless steel with double ferrule compression fittings;
- The fuel dispenser enclosure shall be self-supporting, weatherproof, and shall fully enclose the integral components within the dispenser (mass flow meter, Micon controller, valves). User Refueling Instructions are to be provided on each filling side of the dispenser;
- The dispenser shall include a card reader system in the dispenser with keypad, printer, monochrome display screen, and magnetic card reader;
- Each of the two (2) dispenser hoses shall be rated at 5000 psig, 12-feet in length, and shall be of a twin line design with one ½" main filling line and one ¼" vent line. Hoses shall be NGV 4.2 approved, electrically conductive, and shall not touch the ground when nozzle is holstered on the dispenser. Each hose shall be distinctly marked with manufacturer's name, working pressure rating, and natural gas service rating;
- Each dispenser hose shall include one Staubli BRW08 main line breakaway (or equivalent) and one Staubli BRW02 vent line breakaway (or equivalent);
- Each hose assembly shall include one OPW CT1000 P36 or Weh TK16 NGV1, Type 1 nozzle;
- Venting of the gas at the dispenser hose connect is unacceptable. Each dispenser hose vent must connect to the dispenser venting system via a ¼" or greater line. The main dispenser vent shall be connected to the top of the dispenser via a bulkhead. The vent line from each relief valve to the vent bulkhead shall be 1" in size. The dispenser vent bulkhead shall also be 1" in size;
- Site contractor is responsible for installing a vent stack at least 3-feet above the dispenser, connected to the 1" vent bulkhead. The vent stack shall maintain the 1" piping of the dispenser vent system.
- Each filling side of the dispenser shall include an ASME rated pressure relief valve set to 4500 psig;

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FF827 SPECIFICATION

The FuelForce 827 Series Site Control Processors will manage and control dispensers with outdoor payment terminals, CRInD's (Card Reader in Dispenser, a Gilbarco Trademark), to interact with refueling site users automatically without supervision of a site attendant. These controllers function remotely, utilizing dispenser features to interact with customers. This product supports automated fuel control using the following key elements:

CRInD INTERFACE - The FF827 will communicate with the Card Reader In Dispenser (CRInD) via the Gilbarco Two-Wire interface. This works with Gilbarco Legacy, Advantage, Encore 300, Encore 500, and Encore 500S series dispensers where they have been outfitted with CRInD features. The 827 performs the following tasks:

1) Support Gilbarco Monochrome/2-Line or InfoScreen displays, such that user messaging is transmitted to the CRInD unit mounted in the dispenser through the Two-Wire remote interface. This interface is capable of supporting both monochrome text format and Gilbarco imaged text display formats.

2) Interpret card swipe events with any ISO/ABA compliant magnetic stripe card through the CRInD card reader.

3) Prompt for and receive user data from the Gilbarco incorporated keypad. Prompted responses from users may include driver, vehicle, Level III credit card ID's and security codes, vehicle meter readings (such as odometer or hours), and CNG industry Training Identification Numbers (TIN). These prompts may be authenticated or simply collected for record-keeping purposes. For any vehicle or driver code, or meter reading, which is authenticated the 827 will send messages to the user to advise when an incorrect or unacceptable data item was entered by the user before ending the authorization process.

4) Support CRInD receipt printer functions for NIST/NTEP approved receipt production in industry standard format. Receipts include a multi-line header, receipt detail, and footer. They can be configured to indicate the merchant name, address, product code, quantity, unit of measure, extended amounts, sale totals, and date/time of the transaction.

5) The CRInD Two-Wire interface connects directly to a Gilbarco UDC Distribution box, such that no additional equipment or PAM/Pump Access Module is required to support this interface.

6) Displays two-line scrolling away-mode message to greet user/customers upon initial contact with the dispenser.

7) Supports in-dispenser video display upgrade/options for Encore-S and Advantage InfoScreen dispensers.

GILBARCO ELECTRONIC DISPENSER CONTROL - FF827 will communication to the Gilbarco proprietary electronic dispenser through the Dispenser Two-Wire interface protocol to perform the following tasks:

Tel: 888.332.4390 / 949.707.5600 • Fax: 949.855.7986

Post Office Box 7303 • Laguna Niguel • California • 92607

1) Perform remote unit price updates to the dispenser.

2) Authorize transactions and enforce quantity limits uniquely for each card or vehicle fueled.

3) Collect dispenser totalizer readings automatically with no user intervention on a regular, scheduled basis. This process will be configurable to occur upon user-scheduled time intervals. This data will enable effective auditing and fuel asset security procedures in the host Control Processor.

4) Supports both single-product and multiple product dispensers.

5) Controls up to four dispensers, each having two sides, a total of 8 fueling positions per 827 unit.

6) Record transactions quantities to a level of accuracy up to one-thousandth of a unit.

7) Hook switch/in-use signal timeout feature - for any authorized transaction, which is not followed by lifting of the hook switch handle by the user/customer, the 827 will cause the transaction to end, as a timeout feature to prevent theft or misuse. This timeout feature is configurable by the FuelForce administrator from 10 seconds to three minutes.

8) The Dispenser Two-Wire interface connects directly to a Gilbarco UDC Distribution box, such that no additional equipment or PAM/Pump Access Module is required to support this interface.

SITE CONTROL PROCESSOR (SCP) - The SCP will manage the interfacing of CRInD and Dispenser functions to control fueling activities at an unattended site while enforcing management guidelines and monitoring activities at the fuel site. The SCP will perform the following tasks:

1) Communicate with the HCP (Host Control Processor) over POTS telephone line to receive management rule updates and transmit activity records to the administrative HCP.

2) Enable authorization of in-house or fleet transactions, using vehicle, driver, and meter reading guidelines in native fleet formats.

3) Support retail credit card transactions for the following cards types via the ADS/Heartland Chicago Platform:

A) Voyager (including meters and Level-II ID's);
B) Wright Express (including meters and Level-II ID's)
C) FuelMan (including meters and Level-II ID's)
D) Visa
E) Visa Fleet (including meters and Level-II ID's)
F) MasterCard
G) MasterCard Fleet (including meters and Level-II ID's)
H) American Express
I) Discover

4) Supports Private Label Network for cardlock access.

5) Supports split dialing to ADS/Heartland Network and The Octane Card Network.

6) SCP is network certified and meets all current 2010 PCI compliance requirements and specifications under the ADS/Hartland Chicago Platform.

8) Supports Partial and Dollar Preauthorization procedures for securing lower Merchant Interchange rates.

9) The SCP is an autonomous distributed database controller. It supports fleet and in-house transaction activity without communicating to a Host and stores extensive activity records between polling events. The SCP functions independently of a Host.

10) The SCP follows industry standard guidelines for retail, petroleum, unattended, pay-at-pump fueling. The transactions lifecycle process includes preauthorization, completion, and batch closing events, which have been structured to assure all transactions,

are uniquely acknowledged by the Network, conforming to network limits, and adhering to banking handoff guidelines for settlement.

HOST CONTROL PROCESSOR (HCP) - The HCP is a database management application, which communicates with the SCP over analog POTS (Plain Old Telephone Service) telephone line to enable administrative control of fueling guidelines and monitoring of transaction activity with the dispensers.

1) Maintains and populates a distributed database at the SCP for autonomous operation of the fuel island.

2) Provides multiple data and transactional presentations along with other activities through the application GUI and reporting tools to the user in many flexible, configurable formats. These include report outputs in PDF/printer, Excel, CSV, Tab-delimited, and ASCII readable text formats.

3) Provides Scheduled and on demand polling of SCP(s) for transmitting new and updated configurations and settings and retrieval of transactions.

4) Supports Single PC and Work Group Server access for multiple users administering, maintaining the system

FuelForce® 814 - C
Magnetic Stripe Card Fuel Controller

FuelForce®
Fuel Management Systems

FUELFORCE® 814 - C Fuel Controller Magnetic Stripe Card Reader

Take control of your fuel operations with the powerful FuelForce® system by Multiforce. FuelForce® is your total solution... scalable, flexible, upgradeable, reliable and secure.

Utilize a magnetic stripe card to authorize and control the dispensing of fuel products to fleet vehicles while collecting accurate, valuable fuel usage and vehicle data for fleet management. FuelForce® is unmatched in ease-of-use by both vehicle operators and management personnel. FuelForce® can be implemented in stages, adding sites to gradually replace or supplement your old system.

Anything less, will cost you more.

FUELFORCE® System Features and Benefits

Authorization – You determine the authorization criteria that fits your facility (based on card, vehicle, driver, fuel type, and odometer checking). FuelForce® can read and authorize transactions with most major fleet and credit cards. Each FuelForce® fuel controller can discriminate between your fleet's on-site fuel transactions and authorized "guest" card usage, which is automatically routed as a "retail fuel transaction." Some competitors require two input terminals to accomplish the functionality of one FuelForce® fuel controller.

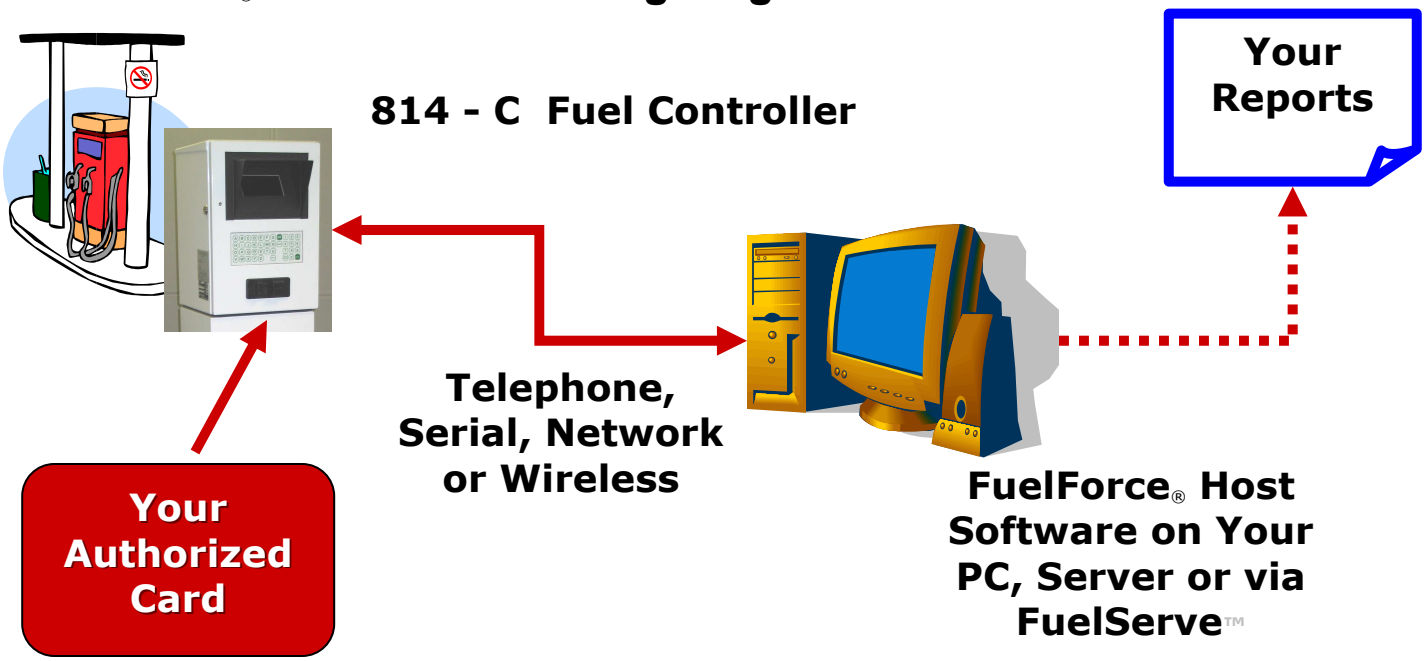
Integration - By importing your retail fueling transactions, you can run reports that are integrated with your on-site fueling data. FuelForce® also allows for data integration with your Fleet Management, HR, Accounting, Facilities Management, and Security systems. Data is shared through a flexible import / export function with common file formats and ODBC interface connections.

Billing – The FuelForce® system provides reports or files showing where all fuel transactions occurred and where you want them billed. All your on-site bulk fueling transactions are charged to appropriate accounts, departments or agencies at prices determined by you at the time of billing. FuelForce® can also interface with retail networks to process credit card and fleet card transactions.

Fuel Management – FuelForce® provides color coded tank inventory that highlights fuel and reorder levels. Tight federal and state regulations are met through the integration of FuelForce® with various tank-monitoring systems. FuelForce® software can automatically page or text email service technicians based upon tank monitoring or fuel controller alarms. With tank reconciliation capability for every tank in your system, you gain the reports that allow you to order fuel in a timely manner.

Security – You control all aspects of security including access to the fueling sites, access to the island terminal, access to sensitive data, and authorization for issuing fuel. FuelForce's® physical design and flexible user / account based protection will meet your security needs.

FUELFORCE® An On-Site Fueling Diagram



Specifications

814 - C Fuel Controller:

- Magnetic stripe card reader
- Full alpha-numeric flat faced keypad
- Large 16 line 48 character LCD backlit screen
- Controls up to 8 hoses per controller
- Controls gates and car washes
- Solid state data storage
- Glare free hood design
- Remote diagnostics and system updates
- Keypad access to troubleshooting menus
- Serial link to Tank Level Sensing equipment
- Weather resistant corrosion resistant housing
- Functional at -20° to 140°F and 95% humidity
- "Add Products" button for entering oil or fluids
- Power and communication line protection
- Functional selectively as a keypad only system
- Underwriters Laboratories approved

Host Software:

- Standalone or SQL Server based database with SQL or Windows based authentication
- Windows 2000, 2003, NT, XP compatible
- User Based Security, Customizable field level access security to database information
- Manually Import/Export data easily using Excel, CSV or ODBC interface connections
- Standard Reports show fueling by date, site, vehicle, product, or driver
- Included Report Writer allows you to create custom reports
- Communicates by analog telephone line, Ethernet TCP/IP network connection, or wireless options

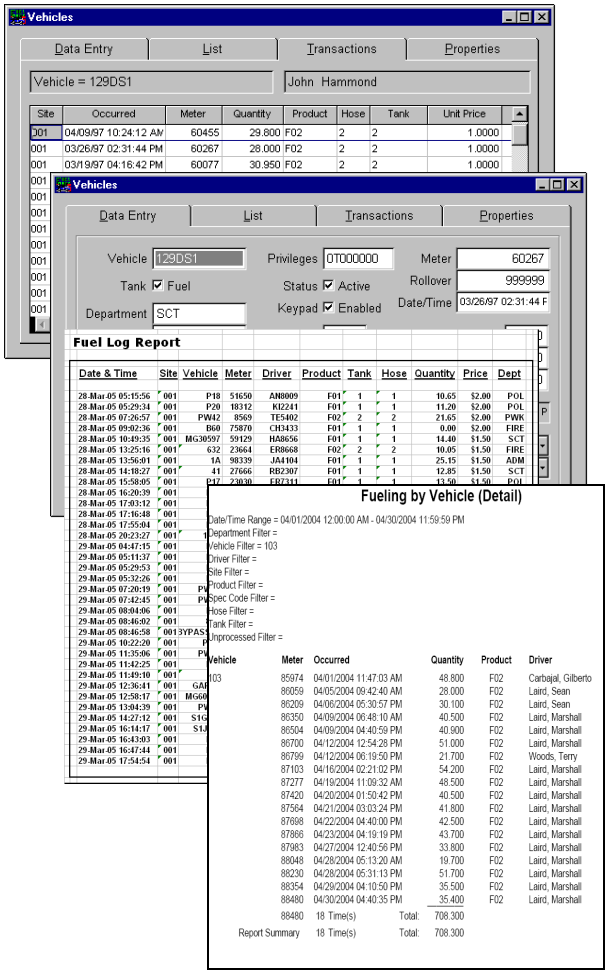
Hardware Options:

- Card Encoder
- Receipt Printer
- Wireless Transceivers, Cellular, or WiFi
- Wireless OBD Vehicle Tags

Software Modules:

- Retail Network Interface
- E-Mail Alarm Communicator
- Preventive Maintenance Scheduling
- TankWatch Tank Level Sensor Interface

FuelForce® Database & Reports



- Contains all data elements required to perform functions that control fuel and run management reports.
- The software contains 25 standard reports that can be modified by all relevant fields, and set up for automatic report generation.
- The database may be tailored to include client requested information.
- Customers can access the database with other ODBC report writers.
- Vehicles may be assigned to departments and grouped by class.
- The software allows centralized control of site, driver and vehicle messaging that appears on the fuel controller. A message can be displayed when a vehicle is due for maintenance, or send a message to an individual driver.
- Security provisions protect the database from inadvertent or unauthorized access.
- Standard 100,000 vehicle & 100,000 driver capacity, with simple process to add more.

FuelForce® Support Services

FuelForce® offers a comprehensive hardware, software and telephone support plan. Fully trained Installation Technicians and Customer Support Technicians are available to make your fuel management system run smoothly from day one.

FuelServe™ Fuel Management Service, Support & Reports

Would you like to outsource your fuel management administration? Multiforce provides an efficient and cost effective service that will poll your fuel controllers, check and store data, and provide monthly fuel reports. Ask about our secure web based format through your own PC.

c UL US LISTED

Made In The U.S.A.

PHONE: **(609) 683-4242**
FAX: **(609) 683-4835**
WWW.FUELFORCE.COM

MULTIFORCE systems corporation

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Document No. 814C-0208

FuelForce® WAVE

Total Fuel Management

Manage Fuel Costs >>> Eliminate Loss and Wasted Fuel

MULTIFORCE systems corporation

The WAVE of the Future for Facility

Multiforce has responded to your fleet's need for a robust, reliable, secure and cost effective Fuel Management System. This new Fuel Island Controller, called the "FuelForce® WAVE", is available in a high security, all weather environment enclosure. Our unique and proven design principles are preserved in the new system, but the hardware and software take advantage of today's top performing components. This system recognizes the need to adapt to the future and provides a path for incorporating emerging technologies.

The WAVE Fuel Controller provides:

• Color Display	• Card Reader
• Sound	• Bar Code Reader
• Image Capture	• Proximity Reader
• Wireless Communication	• Vehicle Tags
• Alphanumeric Keypad	• RFID Tags
• Thermal Printer	• OBD II Tags

WAVE

Controller Display Prompts are Easily Customized.

The FuelForce® WAVE's user interface is superior, exploiting full alphanumeric data entry, advanced flexibility and highly visible large color display. Card readers, proximity readers, RF vehicle tag readers, receipt printers, tank level interface, camera, speaker and microphone are all supported with this controller's hardware and software. You can choose the configuration that meets your current needs, and plan a path for keeping up with future technology developments.

...Fleet... and Fuel Management!

WAVE ACCESS OPTIONS

WAVE ACCESS OPTIONS
WAVE ACCESS OPTIONS

No Software - Use Your Web Browser (PC, Apple, Laptop, Phone, PDA, ...)

- View All Vehicle, Driver and Report Data on any Javascript or CSS Compatible Browser
- No Software Loaded on Your Browser Device - No Training Required
- No Excavation, No Cabling Installation Costs Required
- Fuel Controller Uses a Phone Line, Network Connection, Wireless Bridge or WiFi Connection Access Options Diagram

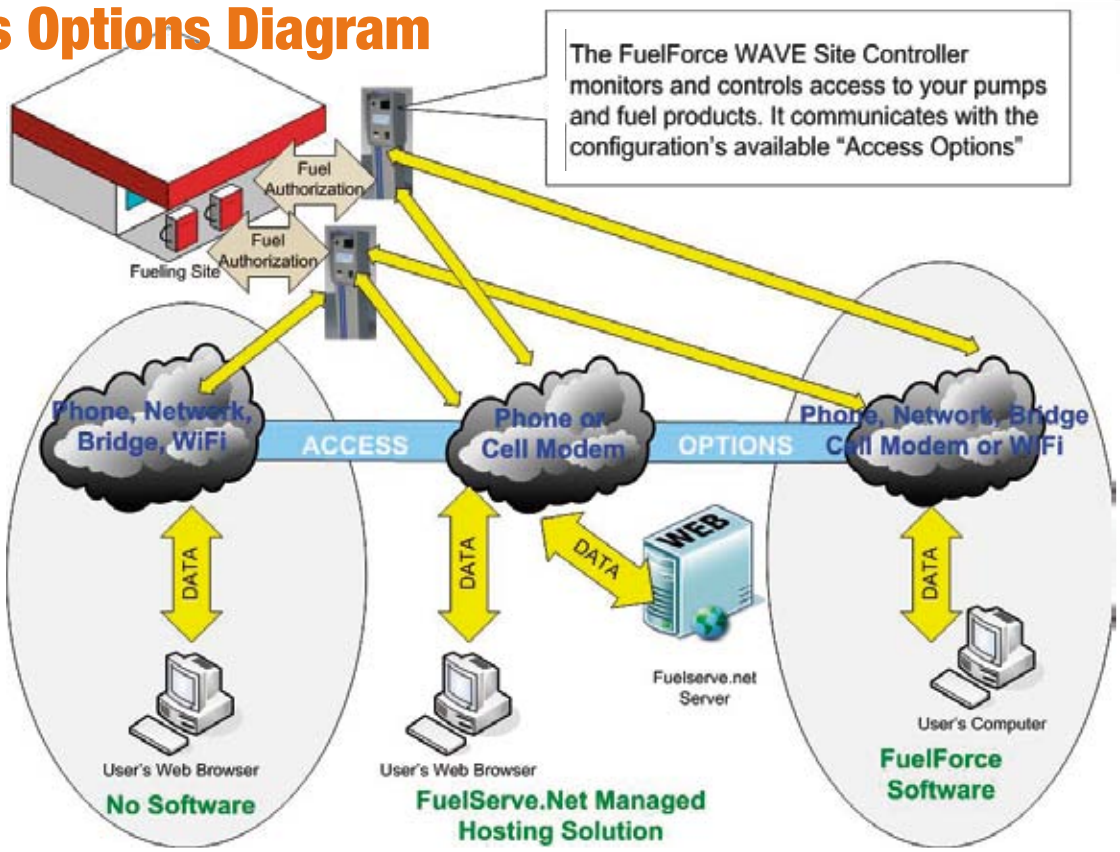
FuelServe.Net™ - Managed Hosting Service For Your Vehicle, Driver and Report Data

Multiforce provides an efficient and cost effective service that will poll your fuel controllers daily using an analog phone line or wireless device. FuelServe will check and store data, and provide you with your reports through our secure website. Let FuelServe maintain all of your fuel data and communication to your fueling sites. Avoid large up front capital costs and begin saving $$$ immediately. FuelServe advantages include: secure web access, easy file maintenance, viewing data on line, and being great for sites with remote fuel islands where phone line runs would be excessive.

FuelForce® Software - Database and Reports

- FuelForce® Database software is available for your PC, Server or SQL Server.
- The database software allows for centralized control of your fueling site.
- The software contains numerous standard reports that can be modified to meet your needs.
- Customers can access their information using ODBC report writers.
- The database has security provisions to prevent inadvertent or unauthorized access.

Access Options Diagram



FuelForce WAVE

Cards Accepted >> We offer customers the ability to accept major credit cards, Voyager, and Wright Express fleet cards, and customized proprietary cards.

- American Express
- Discover
- Proprietary Cards
- Wright Express
- Diners Club
- MasterCard
- Visa
- Voyager

Networks >> The WAVE system interfaces with many authorization processing and commercial fueling networks.

- Alliance Data Systems
- First Data (Concord/ EFS /BuyPass)
- Paymentech

FuelForce WAVE Additional Features

Enclosure

- Kiosk designed for trouble free service in adverse environments
- Designed and built to UL, FCC Class A Product Approval Standards
- Built out of steel, with hardened powder coat finish
- Secure, tamperproof locking mechanism
- Multiple service doors for ease of service

Data Interface Capabilities and Options

- 44 key durable membrane full alphanumeric keypad
- Sunlight readable, high performance color or standard display
- Magnetic card stripe reader
- Proximity key / card reader
- Bar code reader
- Wireless vehicle tags and reader
- Tank level interface and alarm monitoring
- Camera with continuous or event driven image capture
- Speaker for instruction, prompting, or message presentation
- Microphone for message capture

Control Interfaces

- Connectivity to all mechanical and most electronic dispenser types
- Relay activation for gate access control

Operational Features

- Automatic recovery from power supply interruption
- Automatic recovery from communication service interruption
- Automatic manual fall back if card or tag readers fail
- Direct dial up for maintenance diagnostics
- User programmable prompts
- Re-prompting for specific input item re-entry
- List controlled prompting for collecting service information
- Redundant files for protection against data loss
- Flexible fueling authorization rules, including:
  - Odometer reasonableness check
  - Driver - vehicle association restraints
  - “Lost” card block with transaction capture
  - Selective, immediate dial out to authorization network for card authorization.
  - Internal card, vehicle, driver verification
- Bypass mode with data capture
- Flexible communication to suit local conditions
  - Wireless, cellular data, wireless network, CAT5E network or analog phone line
  - Direct wire to independent PC or network node
- Training presentation options for alternative fuel / CNG

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Made In The U.S.A.

ATTACHMENT B

SAMPLE CONSTRUCTION AGREEMENT

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 thought 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.

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

Section 24. NOTICES

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

To the City: **(DEPT. HEAD NAME AND TITLE)**
(REQUESTING) Department
City of Victorville
14343 Civic Drive
Victorville, CA 92392

To Contractor: **(CONTRACTOR REP. NAME AND TITLE)**
(COMPANY NAME)
(ADDRESS)
(CITY, STATE, ZIP)

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

Section 25. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

Section 26. **REVIEW BY ATTORNEYS**

Each party hereto has had its attorneys review this Agreement and all related documents. Each party hereto has consulted with its attorneys and has negotiated the terms of this Agreement based on such consultation.

Section 27. **CARE OF WORK**

The performance of services by Contractor or the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the City, when such inaccuracies are due to the negligence of Contractor.

Section 28. **CAPTIONS AND HEADINGS**

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

Section 29. **SUCCESSORS, HEIRS, AND ASSIGNS**

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

Section 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

By:_____
(NAME AND TITLE)

Dated:_____

(CONTRACTOR)

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

Dated:_____

ATTEST

By:_____
Carolee Bates, City Clerk

THE CITY OF VICTORVILLE

By:_____
Chuck Buquet, Risk Manager

Dated:_____

APPROVED AS TO STANDARD FORM

By:_____
Andre de Bortnowsky, City Attorney

Dated:_____

EXHIBIT A

SCOPE OF SERVICES

See Attachment

EXHIBIT B

BID PROPOSAL FORMS
(or Payment Schedule, etc.)

See Attachment

EXHIBIT C

ATTACHMENT C

FAITHFUL PERFORMANCE AND PAYMENT BONDS

Attachment C
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 **"REPLACEMENT OF TWO CNG DISPENSERS, PROJECT ES16-048"**as specifically set forth in documents entitled of **"REPLACEMENT OF TWO CNG DISPENSERS, PROJECT ES16-048"** 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.

Attachment C
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 **"REPLACEMENT OF TWO CNG DISPENSERS, PROJECT ES16-048"** as specifically set forth in documents entitled **"REPLACEMENT OF TWO CNG DISPENSERS, PROJECT ES16-048"**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: _____