

# REQUEST FOR QUOTE – ES15-058

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



DATE: February 24, 2015  
TO: Prospective Bidders  
FROM: Public Works & Water Department

PLEASE QUOTE THE FOLLOWING: Request for Quote to provide, demolition/hazardous materials abatement and disposal of City of Victorville vacant house at 14154 Palmdale Rd., Victorville, CA.

**QUOTE DUE DATE:** Bids will be received by the Purchasing Agent of The City of Victorville **until 2:30 p.m., PST, March 11, 2015** for the work to be done as described in the document entitled Specifications. ***E-mailed and faxed bids will be accepted. However, please be informed that the selected contractor will be required to submit original signed documents prior to formal award.***

**MANDATORY SITE VISIT:** A **MANDATORY** pre-bid meeting and job walk has been scheduled for all prospective bidders. The meeting will be held on **Wednesday, February 25, 2015 9:00 a.m.**, 14177 McArt Road, Victorville, CA 92392, with a job walk of the site following the meeting. 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.

**SPECIFICATIONS:** To perform this job, a contractor and/or subcontractor holding a class A or B license (General Contractor) and/or a C-21 (Building Moving/Demolition Contractor) may qualify. Contractors and/or subcontractor must also comply with strict adherence to Federal and State Health and Safety Codes and Local Regulations.. Additional specifications may be found in **on pages 3-4 (Project Scope/Bid Sheet)**.

Successful bidder providing these services pursuant to these Instructions shall guarantee it meets the specifications as set forth herein. If it is found the services do(es) not meet the requirements of The City of Victorville Specifications, the successful bidder shall be required to correct the same at his or her own expense and within a time frame deemed acceptable by the City of Victorville.

# REQUEST FOR QUOTE – ES15-058

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## PROPOSAL REQUIREMENTS AND CONDITIONS

A bid proposal form is included herein. Additional bid proposal forms may be obtained from the Purchasing Section in the Finance Division of the Administrative Services Department, City of Victorville. The City is not, nor shall be deemed liable for any costs incurred by bidder in the preparation, submittal, or presentation of their bids.

Please reference "**Request for Quote ES15-058**" when contacting The City regarding this solicitation. Inquiries regarding this solicitation should be directed to:

Elizabeth Salcido, Purchasing Technician  
Phone (760) 243-6371, Fax (760) 269-0045  
Email: [esalcido@victorvilleca.gov](mailto:esalcido@victorvilleca.gov)

Please direct any technical questions to:

Louie Rodriguez, Public Works Manager  
Phone: (760) 241-6365  
Email: [lrodriguez@victorvilleca.gov](mailto:lrodriguez@victorvilleca.gov)

Any prospective bidder desiring an explanation or interpretation of the solicitations, specifications, etc., must request it in writing to the Purchasing Division **by no later than, 4:00 p.m., March 3, 2015**, in order to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all prospective bidders as an amendment to the solicitation, if that information is necessary to in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

# REQUEST FOR QUOTE – ES15-058

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**CITY OF VICTORVILLE  
DEMOLITION / HAZARDOUS MATERIALS ABATEMENT AND DISPOSAL  
PROJECT SCOPE/BID SHEET  
PROJECT ES15-058**

**Site Address: 14154 PALMDALE ROAD, VICTORVILLE, CA**  
**This project is to be bid at State Prevailing Wage.**

ITEM #	DESCRIPTION	AMOUNT
1	Obtain all necessary permits for the demolition, abatement and disposal of all hazardous and non-hazardous materials. <ul style="list-style-type: none"> <li>• <b>City Permits</b></li> <li>• <b>Other Permits</b></li> </ul>	\$ \$ \$
2	Perform Asbestos abatement in accordance with the survey/report completed by Infotox, Inc. and AAA Lead Consultants. (Monitoring to be performed by City.)	\$
3	Manifest, transport, and disposal of ACM (Asbestos containing material) at a licensed EPA certified TSD (Treatment/Storage/Disposal) Facility.	\$
4	Demolition of the vacant building structures and debris.	\$
5	Removal of building foundation and concrete slab.	\$
6	All building foundation and concrete slab to be stockpiled on site	\$
7	Bonds	\$
8	Grand Total	

**Grand Total in Words\$** \_\_\_\_\_

**The City of Victorville further reserves the right to award the contract to other than the lowest Bidder and to split the order and/or to award any, or all, portions of this project if such action is deemed to be in the best interest of the City.**

**Contractor shall obtain and pay for all necessary permits and licenses required to accomplish the work and to adhere to applicable codes and requirements whether or not covered by the Project Cost.**

# REQUEST FOR QUOTE – ES15-058

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**Awarded contractor shall possess a Class A or B Contractors license with ASB and HAZ certification or a C-21 Demolition State Contractors License with ASB and HAZ certification.**

I understand that commencement of the purchase of material and/or construction/implementation of improvements shall not be performed until the City of Victorville executes the "Notice to Proceed" indicating acknowledgement of contract execution and that contractor has submitted required documents.

Contractor: \_\_\_\_\_ Victorville Business License # \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_ Classification: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

# REQUEST FOR QUOTE – ES15-058

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## CONTRACT TERMS AND CONDITIONS

### 1. AWARD OF CONTRACT

- a. 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, to include acknowledgement of any applicable addendum(s); length and nature of warranties; 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.
- b. The City of Victorville further reserves the right to award the contract to other than the lowest Bidder if such action is deemed to be in the best interest of The City of Victorville and to award any portion, or all, of this project to one or more bidders.

### 2. 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 A at the end of this RFQ.

### 3. BONDS

Bids must be accompanied by a Bidder's Bond in the form of a certified or cashier's check or a Corporate Surety Bond in an amount not less than ten percent (10%) of the bid amount. The contract for this work will require a Faithful Performance Bond in the amount of one hundred percent (100%) of the bid amount. Bonds must be issued by an admitted surety insurer in the State of California, as set forth in the Public Contract Code, Section 20170. When the contract is signed, the successful bidder shall provide, within ten (10) working days, the Faithful Performance Bond in the amount of the bid accepted by the City.

Full compensation for furnishing the 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 therefore.

### 4. PREVAILING RATE OF WAGES - STATE WAGE RATE REQUIREMENT

In accordance with the provisions of Section 1770 of the California Labor Code, the State Director of Industrial Relations has determined the general prevailing rates of per diem wage in the locality in which the work is to be done, a copy of which is on file in the office of the Finance Department of the City of Victorville and are available upon request. Bidders shall be responsible for using up-to-date prevailing wage rates.

# REQUEST FOR QUOTE – ES15-058

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**NOTE:** A CERTIFIED PAYROLL, DAILY SIGN-IN LIST AND LIEN RELEASES are **required** with each invoice to the City. Payment of the invoice may be delayed when a certified payroll, daily sign-in list and/or lien releases are not included with the contractor's invoice (see **Attachment B** for sample Daily Sign-In List, and **Attachment C** for the Employee Information Sheet). 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 - 1776).

**5. FINAL ESTIMATE, PAYMENT, AND ACCEPTANCE OF THE WORK**

Upon approval by the Director of Public Works & Water 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.

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 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 paragraph relating to suspension of Contract in the Section entitled, "Beginning of Work, Time of Completion and Liquidated Damages".

At the expiration of thirty-five (35) days from the date of recording of the Notice of Completion, the amount withheld for retention shall be due and payable to the Contractor except such amounts as prescribed by law to be withheld by Notices of Stop Payment.

**6. SUBCONTRACTING**

In accordance with the requirements of these Specifications, each bidder shall list in their Proposal the name and business address of each subcontractor to whom the bidder proposes to subcontract a portion of the work and shall list each subcontractor, licensed by the State of California and The City of Victorville, proposed by the bidder to specially fabricate and install a portion of the work. Said list shall include for each subcontractor: Name of Subcontractor, Subcontractor's license number and classification, percentage (%) of total contract to be completed by subcontractor, and description of the portion of work which will be done by each subcontractor. However, in accordance with California Public Contract Code 4104, prime contractors are not required to list the name and the location of a subcontractor if the work equates to an **amount less than one-half of 1 percent of the prime contractor's total bid.**

A sheet for listing the subcontractors, as required, is included in the Proposal. The list must be completed in its entirety. If there are no subcontractors, the list shall be included in the Proposal as required, with "None" stated on the list.

# REQUEST FOR QUOTE – ES15-058

---

The contractor shall perform with its own organization contract work amounting to not less than five percent (5%) of the total original contract price, excluding any specialty items designated by The City. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the amount of work required to be performed by the contractor’s own organization.

- a. “Its own organization” shall be construed to include only workers employed and paid directly by the price contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
- b. “Specialty Items” shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

## **7. BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES**

The Contractor shall begin work by the date specified in the City's letter informing him that the contract has been awarded and shall diligently prosecute the work so that all the work shall be completed before the expiration of **10 business days**, including the specified starting date.

Should the Contractor fail to commence work within three (3) calendar days after notification of the starting date or suspend work for a period of five (5) continuous working days after work has begun, the City may provide three (3) days written notice, posted on the job site or mailed to the Contractor, to timely prosecute and complete the work or the contract may be terminated and penalties of \$250.00 assessed for administrative costs.

The Contractor shall pay to the City of Victorville, one hundred dollars (\$100.00) per day: first five (5) days, two hundred dollars (\$200.00) per day: six (6) to ten (10) days, three hundred dollars (\$300.00) per day: eleven (11) days and over for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above.

The contract time shall be extended only by change order for such reasonable time as the Director of Public Works& Water may determine for: changes ordered in the work, labor disputes, fire, an unusual delay in transportation, unavoidable casualties, acts of God, or causes beyond the Contractor's control.

# REQUEST FOR QUOTE – ES15-058

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## **8. 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.

## **9. 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 Acting Director of Development at the Contractor's expense.

## **10. 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:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code I (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction /Inland Marine Insurance for Work on Site. The Contractor shall purchase and maintain insurance to the full contract and insurable value thereof, commonly referred to a Course of Construction, Builders' Risk, or an Inland Marine policy that offers "Installation" coverage.

### Minimum Limits of Insurance

Contractor shall maintain limits no less than:

# REQUEST FOR QUOTE – ES15-058

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1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage.

If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limits shall be twice the required occurrence limit. (\$2,000,000)

2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

## Deductibles and Self-Insured Retention

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

## Other Insurance Provisions

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

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

The coverage shall contain no special limitations on the scope of protection afforded to The City, its officers, officials, employees, agents or volunteers.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects The City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by The City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to The City, its officers, officials, employees, agents or volunteers.

# REQUEST FOR QUOTE – ES15-058

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4. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suite is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice, by certified mail return receipt requested, has been given to The City.

## 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 City 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. The endorsements are to be on forms provided by The City. All endorsements are to be received and approved by The City before work commences. As an alternative to The City's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

## Subcontractors

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

## **11. GUARANTY**

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 (reference page 17).

Full compensation for furnishing the guaranty 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 thereof.

## **12. PERMITS AND LICENSES**

The Contractor shall obtain, and provide proof, of all necessary licenses and certifications, including a City of Victorville business licenses, to accomplish the

# REQUEST FOR QUOTE – ES15-058

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work. The Service Provider shall obtain all required licenses prior to commencing work.

## **13. CONSTRUCTION EQUIPMENT**

Contractor shall erect, equip, and maintain all construction equipment in strict accordance with all applicable statutes, laws, ordinances, rules and regulations of the City or other authority having jurisdiction. Hoists and scaffolding shall be installed and erected in accordance with the latest Construction Safety Orders issued by the Division of Industrial Safety, State of California, and the Associated General Contractors "Manual of Accident Prevention in Construction," latest edition. Scaffolding, staging, runways, and similar equipment required for prosecution of the contract shall be provided and maintained by the Contractor.

Contractor shall provide, maintain, and remove upon completion of work all temporary rigging, scaffolding, hoisting equipment, rubbish chutes, barricades around openings and excavations, ladders between floors, fences, and all other temporary work as required for all work hereunder.

## **14. TERMINATION FOR CONVENIENCE**

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

## **15. TERMINATION FOR DEFAULT**

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

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

## **16. 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. The parties may agree to some other form of alternative dispute resolution. Should either party file a court action to resolve any dispute pertaining to this Agreement, any court action shall be initiated in the County of San Bernardino.

# REQUEST FOR QUOTE – ES15-058

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## 17. 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.

## 18. DRUG FREE WORKPLACE REQUIREMENTS

The contractor and all subcontractors shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.).

## 19. NON-COLLUSION AFFIDAVIT

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

## 20. RECYCLING, SALVAGE, AND LANDFILL DIVERSION

The City encourages innovative approaches to recycling, reuse, or salvage. The City is mandated by the State of California to implement programs to reduce the amount of waste sent to landfill by 50% by the year 2000 and beyond.

In order to comply with this State mandate, The City requires all bidders to fill out the attached “Construction/Demolition Waste Recycling Plan” (C/DWRP, Attachment D). The plan outlines how the bidder will divert 50% of waste material from the landfill in order to achieve the State goal. At a minimum, bidders must divert scrap metal, concrete, and asphalt.

The successful bidder is also required to complete and submit the attached “Summary Waste Disposal and Diversion Report” (SWDDR, Attachment E). Weight slips documenting actual amounts disposed and diverted must accompany the SWDDR. The SWDDR must be completed at the conclusion of the project and must be submitted to the contract administrator before final payment will be made.

Bidders who need information on local scrap metal recyclers, asphalt and concrete recyclers, or brush and wood recyclers should contact The City Solid Waste Manager at (760) 955-5086.

## 21. HIRING OF ILLEGAL ALIENS PROHIBITED

Contractor shall not hire or employ any person to perform work within The City 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.

# REQUEST FOR QUOTE – ES15-058

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## 22. 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

## REQUEST FOR QUOTE – ES15-058

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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.

# REQUEST FOR QUOTE – ES15-058

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## CITY OF VICTORVILLE SUBMISSION CERTIFICATION

I hereby submit to The City of Victorville the following bid proposal for work outlined in plans and specifications entitled “Demolition/Hazardous Materials Abatement and Disposal, Project ES15-058.” 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 15)
- Bid Proposal (Page 3-4)
- Proposer Identification (Page 16)
- Guaranty (Page 17)
- Worker’s Compensation Certificate (Page 18)
- Non-Collusion Affidavit (Page 19)
- Customer References (Page 20)
- Addenda Acknowledgement (Page 21)
- List of Subcontractors (Page 22)
- Bid Bond (Page 23)
- Senate Bill SB854 (Page 24)
- Debarred Certification Acknowledgement (Page 25-26)

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

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Business Name

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Authorized Signature

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Printed Name and Title

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Date Signed

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Telephone Number

# REQUEST FOR QUOTE – ES15-058

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## 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: \_\_\_\_\_

# REQUEST FOR QUOTE – ES15-058

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CITY OF VICTORVILLE  
**GUARANTY**

TO THE CITY OF VICTORVILLE, CALIFORNIA

The undersigned guarantees the completion of **“Demolition/Hazardous Materials Abatement and Disposal, Project ES15-058.**

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, due to any of the above causes, all within twelve (12) months after date on which this Contact is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such materials and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

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

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

SIGNED: \_\_\_\_\_  
Contractor

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

# REQUEST FOR QUOTE – ES15-058

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CITY OF VICTORVILLE

## **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



# REQUEST FOR QUOTE – ES15-058

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## CUSTOMER REFERENCES

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

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

# REQUEST FOR QUOTE – ES15-058

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## ADDENDA ACKNOWLEDGMENT

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 \_\_\_\_\_

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

ADDRESS \_\_\_\_\_

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

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

Signature

# REQUEST FOR QUOTE – ES15-058

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## CITY OF VICTORVILLE LIST OF SUBCONTRACTORS

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

The contractor shall perform with its own organization contract work amounting to not less than 10 percent (10%) of the total original contract price, excluding any specialty tasks designated by the SCLAA. Specialty tasks may be performed by subcontract and the amount of any such specialty tasks performed may be deducted from the amount of work required to be performed by the contractor’s own organization. **Provide additional pages as necessary.**

Bidder’s Name \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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# REQUEST FOR QUOTE – ES15-058

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## CITY OF VICTORVILLE BIDDER'S BOND

TO ACCOMPANY BID PROPOSAL FORM

KNOW ALL MEN BY THESE PRESENTS,

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS the Principal has submitted a bid to the City of Victorville for the certain construction, for which bids are to be opened at the Office of the City Clerk of the City of Victorville on **March 11, 2015 at 2:30 p.m., PST**, as shown in Plans entitled

### SPECIFICATIONS, PROPOSAL AND CONTRACT, CITY OF VICTORVILLE “Demolition/Hazardous Materials Abatement & Disposal”

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.

# REQUEST FOR QUOTE – ES15-058

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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: \_\_\_\_\_

# REQUEST FOR QUOTE – ES15-058

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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.

# REQUEST FOR QUOTE – ES15-058

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(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: \_\_\_\_\_

# REQUEST FOR QUOTE – ES15-058

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## ATTACHMENTS A-F

**A - SAMPLE GENERAL SERVICES STANDARD PROVIDER AGREEMENT**

**B - DAILY SIGN-IN SHEET**

**C- EMPLOYEE INFORMATION SHEET**

**D- PERFORMANCE BOND**

**E- CONSTRUCTION/DEMOLITION WASTE RECYCLING PLAN (C/DWRP)**

**F- SUMMARY WASTE DISPOSAL AND DIVERSION REPORT (SWDDR)**

**G- ASBESTOS AND LEAD REPORTS**

REQUEST FOR QUOTE – ES15-058

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ATTACHMENT "A"

**"SAMPLE"**

**CONSTRUCTION AGREEMENT  
BY AND BETWEEN  
THE CITY OF VICTORVILLE  
AND  
NAME OF CONTRACTOR  
  
NAME OF PROJECT**

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), a General 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, NAME OF PROJECT** 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 PROJECT**

**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 on \_\_\_\_\_ (the "Commencement Date") and shall terminate upon completion of the Project \_\_\_\_\_ (the "Termination Date"), unless sooner terminated in accordance with the provisions of this Agreement (the "Term").

# REQUEST FOR QUOTE – ES15-058

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

The contract documents shall include the following documents (as maybe applicable), are hereby incorporated herein by this reference as though set forth in full (the “Contract Documents”):

- This Agreement.  
Exhibits:
- Notice Inviting Bids for the Project; NOT APPLICABLE
- Bid Proposal Form(s) for the Project;
- City Specifications for the Project;
- Special Provisions;
- 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; NOT APPLICABLE
- Certification re Previous Contracts; and
- Guaranty

### **Section 4. 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 5. COMPENSATION.**

The Contractor agrees to receive and accept the following amount; **Spell out in words the Contract Amount (\$0000.00)**, 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,

# REQUEST FOR QUOTE – ES15-058

thereof, according to the Plans and Specifications, and requirements of **(INSERT DEPT. HEAD NAME AND TITLE)**, or his designee to wit: SEE EXHIBIT “A” BID PROPOSAL

**Section 6.                    PAYMENT SCHEDULE.**

The City shall pay Contractor as provided in the Payment Schedule, attached hereto as Exhibit (\_\_\_), (as maybe applicable) and incorporated herein by this reference as thought set forth in full, subject to approval of the City, when applicable.

**Section 7.                    PERFORMANCE SCHEDULE.**

Contractor shall complete the Project in accordance with the Contract Documents.

**Section 8.                    PREVAILING WAGES**

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.

**Section 9.                    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.

# REQUEST FOR QUOTE – ES15-058

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## **Section 10. 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 11. 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 by law governing the conduct or performance of Contractor or its employees, officers, or board members.

## **Section 12. 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) 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 13. ADDITIONAL NAMED 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 Insured's.

## **Section 14. 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,

# REQUEST FOR QUOTE – ES15-058

contractors, and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

**Section 15.                    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, and (if applicable during any Option Period) 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.

**Section 16.                    TIME OF THE ESSENCE.**

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

**Section 17.                    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

# REQUEST FOR QUOTE – ES15-058

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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.

# REQUEST FOR QUOTE – ES15-058

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## **Section 18.           REPORTS.**

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

## **Section 19.           RECORDS.**

a. Contractor shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the **(DEPT. HEAD)**, 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. The **(DEPT. HEAD)** 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 the **(DEPT HEAD)** or his designee 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 20.           MODIFICATIONS AND AMENDMENTS.**

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

## **Section 21.           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.



# REQUEST FOR QUOTE – ES15-058

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defective work at no further cost to the City, when such inaccuracies are due to the negligence of Contractor.

## **Section 27. 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 28. 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 29. 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 30. 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 31. 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 32. 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.

# REQUEST FOR QUOTE – ES15-058

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**Section 33.           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 34.           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 35.           EFFECTIVENESS OF AGREEMENT.**

This Agreement shall not be binding upon the City, until signed by the authorized representative(s) of Contractor, approved by the City's Risk Manager, and executed by the **(DEPT. HEAD)** of the City.

**Section 36.           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.

[END OF THIS PAGE]

# REQUEST FOR QUOTE – ES15-058

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.

**THE CITY OF VICTORVILLE**

**Contractor: (Awarded contractor)**

CSLB #: \_\_\_\_\_

By: \_\_\_\_\_  
**Gloria Garcia, Mayor**

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

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

Name: \_\_\_\_\_

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

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

ATTEST:

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

**CITY OF VICTORVILLE**

Approved as to STANDARD Form:

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

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

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

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





# REQUEST FOR QUOTE – ES15-058

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**CITY OF VICTORVILLE  
SECTION D – FORMS  
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, "**Demolition/Hazardous Materials Abatement & Disposal, Project #ES15-058**" as specifically set forth in documents entitled of "**Demolition/Hazardous Materials Abatement & Disposal, Project #ES15-058**" 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.

# REQUEST FOR QUOTE – ES15-058

## ATTACHMENT E

### CITY OF VICTORVILLE

#### Construction/Demolition Waste Recycling Plan (C/DWRP)

Project Title/Name:
Project Address/Location:
Project Start Date—Approximate:
Company/Contractor:
Project Manager:
Phone Number:
Cell Phone #

1. Fill in the table below, indicating whether materials will be diverted (salvage or recycled) or landfilled. Also indicate location where materials will be taken.

<b>MATERIAL TYPE</b>	<b>To Be Salvaged or Reused</b>	<b>To Be Recycled</b>	<b>To Be Disposed/Landfilled</b>	<b>Facility or Recycler (list name and location)</b>
Scrap Metal				
<u>Asphalt</u>				
Concrete				
Brick/Block				
Drywall				
Greenwaste (brush, tree limbs)				
Clean wood/lumber				
Fixtures (doors,				

# REQUEST FOR QUOTE – ES15-058

windows, other building materials)				
Other				

See next page for additional information.

2. Describe how materials will be sorted for recycling, reuse, or salvage at the job site.

# REQUEST FOR QUOTE – ES15-058

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**ATTACHMENT F**  
**CITY OF VICTORVILLE**  
**Summary Waste Disposal and Diversion Report (SWDDR)**

Project Name/Title:
Project Address/Location:
Project Beginning and Completion Dates:
Company/Contractor:
Project Manager:
Phone Number:
Cell Phone #

Directions: Fill in the tables below, listing the number of tons reused/salvaged or recycled. Also fill in the number of tons of mixed waste disposed in landfill. Attach copies of dump slips.

**Table 1: Materials Diverted**

<b>MATERIAL TYPE</b>	<b>Tons Salvaged or Reused</b>	<b>Tons Recycled</b>	<b>Facility or Recycler Used (list name and location)</b>
Scrap Metal			
<u>Asphalt</u>			
Concrete			
Brick/Block			
Drywall			
Greenwaste (brush, tree limbs)			
Clean wood/lumber			
Fixtures (doors, windows, other)			

# REQUEST FOR QUOTE – ES15-058

building materials)			
Other			
Other			
Total Tons			NA

*Table 2: Materials landfilled*

<b>Material</b>	<b>Tons Disposed</b>	<b>Landfill Site (List name and location)</b>
Mixed waste		
Other		
Total		N/A

Attach weight slips showing disposal and diversion.