

CITY OF VICTORVILLE



CC15-055 EMERGENCY ELECTRICAL CONTRACTORS

BID OPENING DATE AND TIME:

APRIL 22, 2014

AT

2:30 P.M.

TABLE OF CONTENTS

CC15-055 QUALIFIED ELECTRICAL CONTRACTOR

NOTICE INVITING BIDS

SECTION	PAGE
I. PROJECT DESCRIPTION.....	1
II. BIDS DUE.....	1
III. CONTRACT DOCUMENTS.....	1
IV. CONTRACTOR'S LICENSE.....	1
V. MANDATORY PRE-BID MEETING.....	1

INSTRUCTIONS TO BIDDERS

I. BIDS.....	1
II. PROJECT QUESTIONS.....	1
III. EXECUTION OF CONTRACT.....	1
IV. FAILURE TO EXECUTE CONTRACT.....	1
V. PROPOSAL GUARANTY.....	1
VI. BID PROPOSAL & CONTRACT DOCUMENT.....	2
VII. PROHIBITED INTEREST.....	2
VIII. AFFIRMATIVE ACTION.....	2
IX. CONTRACT DOCUMENT.....	2
X. WITHDRAWAL OF PROPOSAL.....	2
XI. RELIEF BIDDERS.....	2
XII. PAYMENT.....	2
XIII. RECYCLING, SALVAGE, & LANDFILL DIVERSION.....	2
XIV. PREVAILING WAGE.....	4
XV. CONTRACTOR'S LICENSE.....	4
XVI. EVALUATION OF BIDS.....	4
XVII. TERM OF CONTRACT.....	5
XVIII. TERMINATION FOR CONVINIENCE.....	5
XIX. TERMINATION FOR DEFAULT.....	5
XX. DISPUTES.....	5
XXI. ATTORNEY'S FEES.....	5
XXII. INDEMNIFICATION.....	5
XXIII. OWNERSHIP OF DOCUMENTS.....	6
XXIV. UNFAIR BUSINESS PRACTICE CLAIMS.....	6
XXV. SEVERABILITY.....	7
XXVI. WAIVER.....	7
XXVII. SUBSTITUTION OF SECURITIES.....	7
XXVIII. SBR 854.....	7

SECTION C – TECHNICAL PROVISIONS – ATTACHED

SECTION D - BID PROPOSAL DOCUMENTS

SUBMISSION CERTIFICATION.....
PROPOSAL INSTRUCTION.....
PROPOSAL.....
QUESTIONNAIRE.....
REFERENCES.....
COST PROPOSAL.....
LIST OF SUBCONTRACTORS.....
NON-COLLISION AFFIDAVIT.....
ADDENDA ACKNOWLEDGEMENT.....
CONTRACTOR'S QUALIFICATION.....
EXCEPTION FORM.....
WORKER'S COMPENSATION.....
SB 854
DEBARRED CERTIFICATION.....

SECTION E – CONTRACT DOCUMENTS AND SAMPLE FORMS

CONSTRUCTION AGREEMENT.....	Attached
GUARANTY, FAITHFUL PERFORMANCE AND PAYMENT BOND.....	Attached
DAILY SIGN-IN SHEET.....	Attached
EMPLOYEE INFORMATION SHEET.....	Attached
RECYCLING SUMMARY SHEET.....	Attached

EXHIBIT A – MAP TO SCLA VMUS OFFICE(PRE-BID MEETING LOCATION)

CITY OF VICTORVILLE
CALIFORNIA

NOTICE INVITING BIDS

CC15-055 QUALIFIED EMERGENCY ELECTRICAL CONTRACTOR

I. **BRIEF PROJECT DESCRIPTION**

The City of Victorville merged with both the Victor Valley & Baldy Mesa water districts in 2007. Since that time, the City has had multiple incidents where we needed the services of an underground facilities contractor on an emergency or urgent basis. The types of emergency services and projects vary greatly. The City lacks the staff and sometimes the equipment to address these problems and needs contracting companies on contract with the City to address these issues at a moment's notice.

- II. **BIDS DUE DATE:** Bids shall be received by the Administrative Department, Finance Division (2nd Floor, Attn: Celeste Calderon (760) 955-5082) of the City of Victorville, 14343 Civic Drive, Victorville, CA 92392, until **2:30 p.m. PST on April 22, 2015** at **Finance Conference Room**. Bids can be emailed. ***However, awarded contractor will be required to submit original signed documents prior to formal award.***

- III. **CONTRACT DOCUMENTS:** The Plans and Special Provisions are available at the City of Victorville's website at <http://www.ci.victorville.ca.us/Site/CityDepartments.aspx?id=4204>. By clicking on the link to download, potential bidders will be directed to an outside website.

- IV. **CONTRACTOR'S LICENSE:** The successful bidder must possess a valid Class "A" or C-10 California Contractor's License, at the time of the award of this contract, to complete the work as described any contractor not licensed shall be subject to the penalties imposed by such laws.

- V. **MANDATORY PRE-BID MEETING:** All prospective bidders are invited to a mandatory pre-bid meeting on **April 14, 2015 at 10:00 a.m.** Prospective bidders are encouraged to discuss problems, difficulties, and other issues regarding this project. **A representative of prime contractor shall be in attendance and shall sign the sign-in sheet to be eligible to bid.** The meeting will take place at the **Southern California Logistic Airport, VMUS 17951 Phantom West, Victorville CA 92394** (see attached Exhibit A for the location map). The City will not accept bids from bidders who do not attend this mandatory pre-bid meeting.

Dated: April 2, 2015



Marcie Wolters
Deputy City Clerk
City of Victorville

TERMS AND CONDITIONS

CITY OF VICTORVILLE
CC15-055 QUALIFIED LIST OF EMERGENCY ELECTRICAL CONTRACTORS

TERMS AND CONDITIONS

I. BIDS:

Sealed bids will be received by the Administrative Services Dept Finance Division Purchasing Section of the City of Victorville, 14343 Civic Drive, Victorville, CA 92392, for furnishing all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore, as provided in the Contract Documents for the construction of this project, and all appurtenances thereto, in strict accordance with the Special Provisions on file in the office of the Department of Public Works/Water for the City of Victorville.

II. PROJECT QUESTIONS:

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 3:00 p.m April 16, 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.

III. EXECUTION OF CONTRACT:

The contract shall be signed by the successful bidder and returned, together with contract bonds, copy of insurance policies, and City of Victorville business License within 10 days, not including Friday, Saturday, Sunday and legal holidays, after the bidder has received the contract for execution.

IV. FAILURE TO EXECUTE CONTRACT:

Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the contract and file acceptable bonds as provided herein within 10 days, not including Friday, Saturday, Sunday and legal holidays, after the bidder has received the contract for execution shall be just cause for the forfeiture of the proposal guaranty. The successful bidder may file with the City a written notice, signed by the bidder or the bidder's authorized representative, specifying that the bidder will refuse to execute the contract if it is presented. The filing of this notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time hereinbefore prescribed.

V. PROPOSAL GUARANTY:

Each bid must be accompanied by cash, a cashier's check, a certified check or a corporate surety bond on the form furnished by the Authority, as a guarantee that the bidder will, if an award is made in accordance with the terms of this bid, promptly secure Workmen's Compensation Insurance, Liability Insurance, execute a Contract on the required form, and furnish satisfactory bonds for the Faithful performance of the contract, and for the payment of claims of material suppliers and laborers hereunder. Said proposal guaranty shall accompany and be enclosed in the same envelope with the Bid Proposal. Said proposal guaranty shall be in an amount not less than ten percent (10%) of the amount of the bid.

VI. BID PROPOSAL AND CONTRACT DOCUMENT:

The Bid Proposal Documents and Contract Documents shall consist of the Notice Inviting Bids, Instructions to Bidders, General Requirements, Technical Requirements, Proposal Instructions, Proposal,

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

VII. PROHIBITED INTEREST:

No member, officer, or employee of the Authority or of a local public body during his tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

Furthermore, the parties hereto covenant and agree that to their knowledge no board member, officer, or employee of the Authority has any interest, whether contractual, non-contractual, financial, or otherwise, in this transaction or in the business of the contracting party other than the Authority, and if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made, in writing, to the other party or parties; even if such interest would not be considered conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title 1 of the Government Code of the State of California.

VIII. AFFIRMATIVE ACTION:

The Authority hereby notifies all bidders that it will affirmatively ensure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration of award.

XI. CONTRACT DOCUMENTS:

The Plans and Special Provisions are available at the City of Victorville's website at <http://www.ci.victorville.ca.us/purchasingbids> or by contacting Celeste Calderon at 760-955-5082 or email address: cmcalderon@victorvilleca.gov.

XII. WITHDRAWAL OF PROPOSALS:

Any bid may be withdrawn at any time prior to date and time indicated in Section II, "Sealed Bids" of Notice Inviting Bids only by written request for the withdrawal of the bid received by the City of Victorville, Engineering Department. The request shall be executed by the bidder or bidder's duly authorized representative.

XIII. RELIEF OF BIDDERS:

Attention is directed to the provisions of Public Contract Code Sections 5100 to 5107, inclusive, concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in the bid presented, the bidder shall give the City written notice within 5 days, not including Friday, Saturday, Sunday and legal holidays, after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

XIV. PAYMENT:

On or about the first of each calendar month, the Contractor shall request payment for the work performed prior to such date. Each payment request shall be accompanied by the updated progress schedule indicating progress achieved to that date.

Upon approval by the Public Works/Water Director, 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.

The making of any payment to the Contractor under this Contract shall not relieve the Contractor of its obligation hereunder. The Contractor is obligated to complete the Contract in its entirety and to deliver to the City such completed work, finished product or structure as is specified in the Contract, at the time or times specified, and until this Contract is fully performed by the Contractor and the work, product, or structure produced thereby is accepted by the City, the Contractor shall be obligated to repair, replace, restore, or rebuild any fully or partially completed work or structure, or any materials or equipment required to be provided under the Contract which may be damaged, lost, stole, or otherwise injured in any way; provided, however, that with respect to any major unit of the type mentioned in this section, this particular obligation of the Contractor will terminate upon the completion of the Contract and acceptance by the City of such major unit, and provided further that all work, any structure, materials, and equipment covered by any partial payment is made.

When a "Notice to Withhold" is served upon the City, pursuant to the lien statutes of the State of California, to withhold sufficient funds from payments to the Contractor in support of a claim resulting from default by the Contractor in payment for labor or materials used in the execution of this Contract, the City will withhold from payments due the Contractor, an amount of money equal to the amount of the claim stated in the "Notice to Withhold," and an additional amount equal to twenty-five percent (25%) of the amount of said claim to defray any costs of litigation in the event of court action on the claim, for a total withholding of one and one-quarter ($1\frac{1}{4}$) times in the stated amount of the claim.

The Contractor will be required, in requests for payment, to certify, under penalty of perjury, the following:

1. No workmen were required or permitted to work more than eight (8) hours in any one calendar day, except in cases of emergency, and except as provided by law.
2. Not less than the prevailing rates, as set forth in the Contract for this work, have been paid all laborers, workmen, and mechanics employed to perform this work.
3. There were no substitutions of subcontractors, no assignment or transference of subcontractors, except as approved by the City Engineer, or the designee.
4. All of the provisions of the Victorville Municipal Code, pertaining to non-discrimination in employment have been complied with.
5. The Record Drawings maintained on the job have been noted with all changes made subsequent to the previous request for payment.
6. The Map and Drawings have been submitted and approved by the Contractor or the Consultant, Public Works/Water Director, or the designee, as applicable.

The City shall make progress payments on any properly completed payment request submitted by the Contractor. The payment request shall not be deemed properly completed unless certified payrolls, Form WH 348, have been properly completed and submitted on a weekly basis, for each week worked or idle during the time period covered by said payment request.

If payments are to be made for materials or equipment not incorporated in the work but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditional upon submission by the Contractor of bills of sale or such other procedures satisfactory to the City to establish the City's title to such materials or equipment or otherwise protect the City's

interest, including applicable insurance and transportation to the site.

The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment will pass to the City of Victorville upon receipt of such payment by the Contractor, free and clear of all liens, claims, security interests, or encumbrances - hereinafter referred to in this section as "liens"; and that no work, materials or equipment covered by a request for payment will have been acquired by the Contractor, or by any other person performing the work at the site or furnishing materials and equipment to the project.

XV. RECYCLING, SALVAGE, AND LANDFILL DIVERSION:

The City encourages innovative approaches to recycling, reuse, or salvage. The City of Victorville 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). 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 CONTRACTOR will need to complete and submit the attached "Summary Waste Disposal and Diversion Report" (SWDDR). 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 of Victorville Solid Waste Manager at (760) 955-5086.

XVI. PREVAILING WAGES:

The contractor and sub-contractor shall comply with all federal regulations and guidelines required in the performance of this contract. Copies of the updated Wage Determination or State prevailing wage rate are on file at the Administrative Services Department Finance Division Purchasing Section and shall be made available to any interested party, on request or can be obtained by visiting www.dir.gov for State Prevailing Wage Rate. Notwithstanding anything in the Contract Documents to the contrary, Contractor shall be responsible for using up-to-date wage rates.

NOTE: A WEEKLY CERTIFIED PAYROLL, Daily Sign-in sheet and Employee Information Sheet 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.

XVII. CONTRACTOR'S LICENSE:

All contractors shall be licensed in accordance with the laws of State of California, must hold a valid **Class A** or **C-10 Electrical** license and any contractor not so licensed shall be subject to the penalties imposed by such laws. Contractor shall possess the appropriate license prior to award of Contract.

XVIII. EVALUATION OF BIDS:

The City 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 that shall be considered in evaluating the bids are: completeness and accuracy of bid; length and nature of warranties; anticipated length of life of materials; as well as the lowest and best price.

XIX. TERM OF CONTRACT:

The term of this contract shall be from the date of award by the City Council, until the end of the **2016** fiscal year (June 30, 2016); with the option to extend the contract for four (4) fiscal years (July 1 through June 30), in one (1) year increments, subject to satisfactory performance as determined by the City of Victorville.

XX. 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.

XXI. TERMINATION FOR DEFAULT:

In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) calendar days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) calendar day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) calendar days, so long as the defaulting party commences to cure such default within ten (10) calendar days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

XXII. 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.

XXIII. 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.

XXIV INDEMNIFICATION :

Notwithstanding the limits of any insurance, Contractor shall indemnify the City, it's 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.

XXV. 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 there from.

XXVI. 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).

XXVII. 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.

XXVIII. WAIVER:

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

XXIX. SUBSTITUTION OF SECURITIES:

Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

XXX. APPRENTICES ON PUBLIC WORKS:

The Contractor shall comply with all applicable provisions of Section 1775.5 and 1777.6 of the California Labor Code relating to employment of apprentices on public works projects. Prior to commencing work on a contract for public works, contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public works. Contractor and subcontractor shall provide and keep accurate payroll records and shall be available for inspection by the Labor Standards Enforcement (full texts of these codes are available at www.leginfo.ca.gov/calaw.html).

XXXI. AWARD OF CONTRACT:

The City of Victorville reserves the right to reject any and all bids and waive any irregularities or informalities in any bid or in the bidding. 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. The award of the contract, if awarded, will be made within ninety (90) calendar days after opening of the Bid Proposals. The contractor's signature on the Proposal form shall constitute a commitment on the part of the bidder to furnish the equipment as set forth in the Bid Proposal form, Notice Inviting Bids, Instructions to Bidders and the Special Provisions. The bidder to whom the contract is awarded shall be notified upon approval of the Contract by the City Council. The Notice Inviting Bids, Instructions to Bidders, Proposal, Bid Proposal form, Special Provisions, City of Victorville Standard Specifications for Public Improvements, Greenbook Standard Specifications for Public Work Construction and Standard Plans of the State of California Department of Transportation 2006 edition including all addendums, together with any plans and/or attachments, shall be considered as part of the Contract between the City and the Contractor to whom a Purchase Order is issued.

XXXII. PERMITS AND LICENSES:

The Contractor shall obtain all necessary licenses and permits, including but not limited to a City of Victorville business license, and encroachment permits from the City for all work in the public right-of-way to accomplish

the work. Contractor is responsible for obtaining all permits required for City-related projects and contracts. The Contractor shall obtain all required permits prior to commencing work and shall submit the work in progress to periodic inspection by the Development Department Inspector of the City of Victorville and shall honor all correction notices issued by same. All contacts, regarding inspections, shall be made to the Building Division of the Development Department within the City.

XXXIII. SENATE BILL 854 REQUIREMENTS

Senate Bill 854 established a new public works contractor registration program which collects fees to fund compliance monitoring and enforcement. All contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. The cost to register is currently \$300.00 and is a non-fundable DIR fee paid to the State. Contractors and/or subcontractors submitting bids must be registered by March 1, 2015.

No contractor or subcontractor may be listed on a bid proposal for a public works project, submitted on or after March 1, 2015, unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a).

No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015, unless registered with the DIR pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the DIR. (www.dir.ca.gov)

XXXIV. AWARD TO FOUR CONTRACTORS

The City of Victorville will award four contracts for electrical services. Awards will be based on the same criteria as outlined elsewhere in this document. It is the City's intent to use the awarded Contractors on a as-needed-basis, no minimum order amount is guaranteed. It is expected that contractors will be available on short notice to deliver the materials/services outlined in the specifications, without exceptions and as detailed in the specifications.

XXXV. INSURANCE REQUIREMENTS

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:

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.
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.

XXXVI. SENATE BILL 854 REQUIREMENTS

Senate Bill 854 established a new public works contractor registration program which collects fees to fund compliance monitoring and enforcement. All contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. The cost to register is currently \$300.00 and is a non-fundable DIR fee paid to the State. Contractors and/or subcontractors submitting bids must be registered by March 1, 2015.

No contractor or subcontractor may be listed on a bid proposal for a public works project, submitted on or after March 1, 2015, unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a).

No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015, unless registered with the DIR pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR. (www.dir.ca.gov)

SECTION C

SCOPE OF SERVICES

CITY OF VICTORVILLE
CC15-055 QUALIFIED LIST OF EMERGENCY ELECTRICAL CONTRACTORS

SECTION C SCOPE OF SERVICES

As the need arises, the Contractor shall perform, coordinate and manage its services to ensure the completion of tasks as deemed necessary. The Contractor shall manage the construction to proficiently monitor and control the project costs, quality and schedule.

The City will have no more than four (4) companies on contract. For each event, the contractor that can most readily address the emergency will be expected to perform, coordinate and manage its services to ensure the completion of tasks as deemed necessary.

The Contractor shall perform its tasks in cooperation with selected officials in the Victorville Municipal Utilities Service (VMUS) and Public Works/Water Department. All work shall be done in accordance with Standard Specifications for Public Improvements for the City of Victorville, and industry standards, herein after referred to as specifications. These can be downloaded from our website at <http://www.ci.victorville.ca.us/Site/CityDepartments2.aspx?id=108>.

PROJECT PERSONNEL

Project personnel shall be a mix of City staff and the Contractor's staff. The Contractor shall propose a sufficient qualified staffing level to ensure that the construction/repair is/are performed in accordance with the specifications. Since the contractor will get paid by the hour for staff, materials and equipment, the contractor shall endeavor to keep the minimum personnel to adequately perform the work. Billing the City for staff or equipment that was not required to perform the work may result in disqualification for future projects.

The City will supply any surveying services required for the project. If material's testing is required, the City will provide those services from a consultant.

SCOPE OF WORK

The type of work involves anything involved with electrical production and conveyance. The selected contractor may be expected to repair and/or perform maintenance on many types of electrical related facilities including but not limited to transformers, instrumentation, line breaks, and other electrical facility repairs.

PROPOSAL FORMAT AND CONTENT

The proposal shall not exceed 40 pages, size 8½" x 11". To be considered, the Contractor shall submit a complete response to this RFP using the format outlined below:

1. TRANSMITTAL LETTER

The Contractor's proposal shall include a brief letter of transmittal. The transmittal letter shall not exceed two pages. The letter shall provide the following information:

- Name, title, Signature mailing address, email address, and phone number of the individual or individuals authorized to bind the Company contractually; and
- Name, mailing address, email address, and phone number of the designated liaisons; and
- Name, mailing address, email address, phone number, and contact name for each sub-Contractor; and

- A brief description of the work to be performed by each sub-Contractor proposed for some types of work.

The City will only notify and correspond with designated liaisons.

2. COMMITMENT LETTER(S) FROM SUB-CONTRACTOR(S)

The prospective Contractor's proposal shall include a brief letter of commitment from each sub-Contractor. After reading the general electrical plan for the City, the Contractor should determine possible scenarios where their company may need some outside help to complete the emergency work. The commitment letter(s) shall not exceed one page. The letter shall provide the following information:

- The specific types of work to be performed by the sub-Contractor firm; and
- Name, title, Signature mailing address, email address, phone number and FAX number of the individual or individuals authorized to bind the sub-Contractor contractually; and
- Summary description of the work to be performed by each second tier sub-Contractor firm proposed for the project.

QUALIFICATIONS AND EXPERIENCE OF COMPANY

The Contractor shall designate a response team comprised of experienced staff to competently and efficiently perform the work with either the Contractor's own personnel and/or sub-Contractor(s). The prime Contractor and sub-Contractor(s) shall provide information on their business, applicable certificates of recognition, personnel training and other pertinent information that demonstrates their qualifications to perform the work under this RFB. The proposal shall include only references to similar type work serving public agencies performed by the Contractor and sub-Contractors.

UNDERSTANDING OF PROJECT SCOPE

The Contractor shall demonstrate an understanding of the generalized scope of services for the work. The Contractor shall set forth the means and methods to accomplish the required services; and, also, shall address the methodology, techniques, processes, and types of equipment they propose to use. The proposal shall also include the proximity of project staff and ability to respond to our emergency work. The proposal should include the locations of the staging yards where the equipment is stored.

METHOD AND CRITERIA FOR SELECTION

The City will verify that each proposal contains all of the forms and other information required by this RFB. If all required information is not provided, a proposal may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies may be considered nonresponsive and rejected. Submittal of additional information after the due date will not be allowed.

1. EVALUATION OF WRITTEN PROPOSALS

A Contractor selection committee, with a minimum of three members, will be appointed at the beginning of the Contractor selection process. The committee will review each written proposal submitted by Contractors to determine if they meet the requirements of this RFB. Failure to meet the essential requirements for this RFB may be cause for rejection of the proposal. The committee will make independent random checks of the Contractor's references as well as sub-Contractors. The selection committee will rank the responding Contractors' written proposals and will develop a short list of no more than four (4) qualified Contractors.

The following criteria will be used to rank written proposals:

MAXIMUM POINTS	CRITERIA
35	Ability for Trouble Man to respond within two (2) hours of initial notification. Ability for repair crew with trucks/equipment to respond within four (4) hours of initial notification. Weigh the value of personnel residence(s) for non-duty hour response capability, as well as location of the equipment storage yard. Size of the organization might play a role here if there are enough qualified workers on staff, or on-call to be able to work on the emergency quickly.
30	Experience with similar types of emergency response work. What type of experience does the company have with the types of facilities the City may need emergency work on?
20	Rates & Equipment. While the work is paid for on a time (labor & equipment) and materials basis, the hourly rates quoted for the contract will have an impact on the City's budget. If the company already owns the necessary equipment, their equipment rates may be lower plus it should always be readily available.
15	Qualifications of Staff. What type of certifications/training personnel from the company have, particularly if key personnel are located in the Victor Valley that would be first on the job site. Weigh certifications and training personnel for electrical work.
100	TOTAL

2. BRIEFING UNSUCCESSFUL CONTRACTORS

All Contractors interviewed will be informed about the final ranking of Contractors after award of the contract via email.

After award of the contract to the selected Contractor, other prospective Contractors may be briefed on their strength and weakness but in no case such briefing shall include comparison to other Contractors competing for the project.

3. CONTRACT WITH SELECTED COMPANIES

Up to four (4) companies will be invited to sign a four-year service provider agreement with the City. The terms of that agreement will be based on those outlined in the proposal submitted. The contractor will be expected to maintain the prices and conditions outlined in the proposal for the length of the agreement. Should staff changes occur, or labor rates change due to union negotiations/agreement(s) the contractor must notify the appropriate City staff immediately. A sample of the service provider agreement is attached to this RFP.

SECTION D

FORMS

**CITY OF VICTORVILLE
CC15-055 QUALIFIED LIST OF EMERGENCY ELECTRICAL CONTRACTORS**

**SECTION D
SUBMISSION CERTIFICATION**

I hereby submit to the City of Victorville the following bid proposal for work outlined in plans and specifications entitled **QUALIFIED LIST OF EMERGENCY ELECTRICAL CONTRACTORS PROJECT** All of the following documents (check below) are completed, fully executed, and included in my bid as required in the bid documents:

- _____ Submission Certification (D-1)
- _____ Proposal Instruction (Page D- 2)
- _____ Proposal (Page D- 3-4)
- _____ Questionnaire (Page D-5)
- _____ References (Page D-6)
- _____ Cost Proposal (Page D-7-10)
- _____ List of Subcontractors (Page D-11)
- _____ Non-Collision Affidavit (Page D-12)
- _____ Addenda Acknowledgement (Page D-13)
- _____ Contractor's Qualification (Page D-14-D15)
- _____ Exception Form (D-16)
- _____ Worker's Comp (D-17)
- _____ SB 854 Form (D-18)

My signature on this submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with 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.

Authorized Signature

Printed Name and Title

Date Signed

Telephone Number

CITY OF VICTORVILLE
CC15-055 QUALIFIED LIST OF EMERGENCY ELECTRICAL CONTRACTORS
PROPOSAL INSTRUCTION

Proposals are required for the entire work. The amount of the proposal for comparison purposes will be the total of all items.

The proposer shall set forth for each item of work, in clearly printed figures, the unit price and total for the line item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the City's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity, which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the City, and that discretion will be exercised in the manner deemed by the City to best protect the public interest in the prompt and economical completion of the work. The decision of the City with respect to the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

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

CITY OF VICTORVILLE
CC15-055 QUALIFIED LIST OF EMERGENCY ELECTRICAL CONTRACTORS
THE PROPOSAL

CITY OF VICTORVILLE
14343 Civic Drive
Victorville, CA 92392

SUBJECT: QUALIFIED LIST OF EMERGENCY ELECTRICAL CONTRACTORS PROJECT

Gentlemen:

The undersigned hereby proposes to perform all work for which a contract may be awarded to him and to furnish any and all plant, labor services, materials, tools equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore as provided in the Contract Documents, and to do everything required therein for the **Construction of Improvements** as specifically set for in documents entitled: **QUALIFIED LIST OF EMERGENCY ELECTRICAL CONTRACTORS PROJECT** together with appurtenances thereto; all as set forth on the Plans and in these Special Provisions and other contract Documents; and he further proposes and agrees that, upon proposal acceptance and award, he will contract in the form and manner stipulated to perform all the work called for by the Plans, Special Provisions, and other Contract Documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and he will accept as full payment therefor the prices set forth in the Bid Proposal forming a part hereof.

IT IS UNDERSTOOD AND AGREED THAT:

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Contract; namely, Notice Inviting Bids, Instruction to Proposers, Proposal, Cost Proposal, list of Subcontractors, Construction Agreement, Faithful Performance Bond, Payment Bond, Non-Collusion Affidavits, Special Provisions, the plans, the City of Victorville Standard Specifications for Public Improvements, the Standard Specifications and Standard Plans of the State of California Department of Transportation, California Manual on Uniform Traffic Control Devices for Streets and Highways, and all additions, deletions, modifications, appendices, and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of said documents; and
2. The undersigned has by investigation at the site of the work and otherwise satisfied himself concerning the nature and location of the work and has fully informed himself concerning all conditions and matters which can in any way affect the work or the cost thereof; and
3. The undersigned fully understands the scope of the work and has carefully checked all words and figures in this Proposal and he further understands the CITY OF VICTORVILLE will in no way be responsible for any errors or omissions in the preparation of this Proposal; and

The undersigned will execute the Contract and furnish the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Sundays and legal holidays) after notice to him of acceptance of his bid by the CITY OF VICTORVILLE; and further, that this bid may not be withdrawn for a period of forty-five (45) days after date set for opening thereof, unless otherwise required by law.

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

refrain from bidding, the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder; and

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

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

NOW, in compliance with Notice Inviting Proposals, and all the provisions herein before stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the prices set forth in the attached Cost Proposal sheet(s) upon which award of Contract is made.

DATED this _____ day of _____, 2015.

BIDDER: _____

BY: _____

TITLE: _____

BIDDER'S ADDRESS: _____

BIDDER'S TELEPHONE NUMBER: _____

BIDDER'S EMAIL ADDRESS: _____

CONTRACTORS' LICENSE NUMBER AND EXPIRATION DATE: _____

CONTRACTORS' LICENSE CLASSIFICATION(S): _____

CITY OF VICTORVILLE
CC15-055 QUALIFIED LIST OF EMERGENCY ELECTRICAL CONTRACTORS
QUESTIONNAIRE

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

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, 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
CC15-055 QUALIFIED LIST OF EMERGENCY ELECTRICAL CONTRACTORS**

REFERENCES

City of Victorville requests a minimum of three (3) references where work of a similar size and scope has been completed for public agencies.

1. Public Agency Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email Address: _____

2. Public Agency Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email Address: _____

3. Public Agency Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email Address: _____

**CITY OF VICTORVILLE
CC15-055 QUALIFIED LIST OF EMERGENCY ELECTRICAL CONTRACTORS**

COST PROPOSAL

TO THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA:

The undersigned declares he has carefully examined the locations of the proposed work, the Plans, Special Provisions, and Contract Documents; and being familiar with all of the conditions surrounding the work, including the availability of materials and labor, here by proposes to furnish all labor, materials, tools, equipment, and incidentals, to complete all the work. All of the aforementioned shall be done in accordance with said Plans, Special Provisions, and the most current editions, including all amendments at bid opening and in accordance with the City of Victorville Standard Specifications for Public Improvements.

Please provide anticipated Job Classification, Hourly Rate and Overtime Rate **PREVAILING WAGE PROJECT**

LABOR COSTS #1 – PREVAILING WAGE

Classification	Name	Hourly Rate
Equipment Operator		Regular: \$
		Overtime: \$
Electrician		Regular: \$
		Overtime: \$
General Forman		Regular: \$
		Overtime: \$
Foreman		Regular: \$
		Overtime: \$
Journey Lineman		Regular: \$
		Overtime: \$
Groundman		Regular: \$
		Overtime: \$
Apprentice		Regular: \$
		Overtime: \$
Truck Driver		Regular: \$
		Overtime: \$
Labor		Regular: \$
		Overtime: \$

**CITY OF VICTORVILLE
COST PROPOSAL - #2
EQUIPMENT COST**

Equipment	Manufacturer	Model	Rate
Handheld Communicator			
Dodger Derrick			
Dodger Derrick Heavy			
Up to 60' Bucket Truck			
Distribution Panel			
Lighting Transformer			
20 Portable Temporary Cable			
40 Portable Temporary Cable			
Electric Conduit Bender			
Material Truck 1 Ton			
Material Truck 2 Ton			
Material Truck 5 Ton			
Cable Puller			
Underground Splice Truck			
Underground Splice Trailer			
AC or DC Hi Pot Test Set			
Portable Generator			
Heavy Duty Fish Tape			
Personal Retrieval System			
2-Reel Cable Truck			

Equipment	Manufacturer	Model	Rate
Power System Multimeter			
Tractor and Lowboy			
3 Drum Puller (Rope)			
1 Drum Puller (Split Reel)			
Pick-up Truck			
Mobile Shop Trailer			
UnderDawg Cable Puller			
2 Reel Cable Trailer			
1 Reel Cable Trailer with Brake			
3 Reel Cable Trailer with Brake			
Pole and Wire Trailer			
Utility Trailer (Pole & Wire)			
Air Compressor			
Arrow Board			
1 Ton Gang Truck			
2 Ton Gang Truck			
7 Yard Dump Truck			
10 Yard Dump Truck			
2500 Gal. Water Truck			

Equipment	Manufacturer	Model	Rate
Crane Truck			
420 or 430 Backhoe			
446 Backhoe			
Skip Loader			
Skipsteer (Bobcat)			
928 Loader			
Equipment Trailer			
Material Trailer			
Tractor & Lowbed			
Saw With Truck			
SM Generator			
SM Compactor			
Arrow Board			

Contractor Name: _____

Address: _____

Phone#: _____ Fax: _____

Email Address: _____

Name & Title: _____

Signature

Date

**CITY OF VICTORVILLE
CC15-055 QUALIFIED LIST OF EMERGENCY ELECTRICAL CONTRACTORS**

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 Public Contract Code of the State of California.

=====

Name Subcontractor is licensed under: _____
License Number: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____%

Specific Description of Subcontract: _____
=====

Name Subcontractor is licensed under: _____
License Number: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____%

Specific Description of Subcontract: _____
=====

Name Subcontractor is licensed under: _____
License Number: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____%

Specific Description of Subcontract: _____
=====

Name Subcontractor is licensed under: _____
License Number: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____%

Specific Description of Subcontract: _____
=====

Name Subcontractor is licensed under: _____
License Number: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____%

Specific Description of Subcontract: _____

CITY OF VICTORVILLE
CC15-055 QUALIFIED LIST OF EMERGENCY ELECTRICAL CONTRACTORS

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA }
COUNTY OF }
 }

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

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

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

Signed: _____

Title: _____

SUBSCRIBED AND SWORN TO BEFORE ME

This _____ day of _____, 2015

Notary Public

(Official Notarial Seal)

(Bidder may execute this Affidavit on this page at time of submitting the bid.)

**CITY OF VICTORVILLE
CC15-055 QUALIFIED LIST OF EMERGENCY ELECTRICAL CONTRACTORS**

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 **(Note: please submit the signed Addendum form as well)**

ADDENDA NO. _____ DATED _____

NAME OF BIDDER _____

ADDRESS _____

TELEPHONE NO. _____

STATE LICENSE NO. AND CLASSIFICATION: _____

LICENSE EXPIRATION DATE: _____

By: _____
Signature

CITY OF VICTORVILLE
CC15-055 QUALIFIED LIST OF EMERGENCY ELECTRICAL CONTRACTORS
CONTRACTOR'S 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)

- 1.0 How many years has your organization been in business as a general contractor?
- 2.0 How many years has your organization been in business under its present business name?
- 3.0 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:
- 4.0 If individual or partnership answer the following:
 - 4.1 Date of organization:
 - 4.2 Name and address of all partners. (State whether general or limited partnership.):
 - 5.0 If other than corporation or partnership, describe organization and name principals:
- 6.0 We normally perform _____% of the work with our own forces. List trades below:
- 7.0 Have you ever failed to complete any work awarded to you? If so, note when, where, and why:
- 8.0 List name of project, City, Authorized City Representative, contract amount, percent complete and schedule completion of the major construction projects your organization has in process on this date:

9.0 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:

10.0 Name of bonding company and name and address of agent:

11.0 Dated at _____

this _____ day of _____, 20 _____

Name of organization: _____

By: _____

Title: _____

12.0 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:

**CITY OF VICTORVILLE
CC15-055 QUALIFIED LIST OF EMERGENCY ELECTRICAL CONTRACTORS
EXCEPTION FORM**

Should Proposer take exception to **ANY** of the terms and conditions or other contents provided in the "Request for Proposal," 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: _____

CITY OF VICTORVILLE
CC15-055 QUALIFIED LIST OF EMERGENCY ELECTRICAL CONTRACTORS

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 and your subcontractors. 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: _____

NOTE: PRIOR TO AWARD YOUR SUBCONTRACTOR(S) WILL NEED TO FILL OUT THIS FORM

SECTION E

SAMPLE CONTRACT

**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, PNAME 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").

Section 3. CONTRACT DOCUMENTS; PRIORITY.

The contract documents shall include the following documents (as maybe applicable), 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;
- Bid Proposal Form(s) for the Project;
- City Specifications for the Project;
- Special Provisions; 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;
- 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, 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.

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 bylaw 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, 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 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 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 principals.

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.

Section 22. **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.

Section 23. NOTICES.

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 of Department City of Victorville 14343 Civic Center Drive Victorville, CA 92392
--------------	---

To Contractor:	Name of Contractor Address State and Zip Code
----------------	--

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 24. 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 25. 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 26. 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 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.

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.

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)

By: _____
MAYOR

CSLB #: _____

Dated: _____

By: _____

Name: _____

Title: _____

ATTEST:

Approved as to STANDARD Form:

By: _____
Carolee Bates, City Clerk

By: _____
Andre de Bortnowsky, City Attorney

CITY OF VICTORVILLE

By: _____
Chuck Buquet, Risk Manager

Dated: _____

CITY OF VICTORVILLE
GUARANTY

TO THE CITY OF VICTORVILLE, CALIFORNIA

The undersigned guarantees the completion of " **QUALIFIED LIST OF EMERGENCY ELECTRICAL CONSTRUCTION CONTRACTOR PROJECT** 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 Contract 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 proposer in accordance with instructions in the Special Provisions. The proposer may execute the Guaranty on this page at the time of submitting the proposal.

**REQUIRED FORMS
FOR PAYMENT OF PREVAILING WAGE**



PUBLIC WORKS PAYROLL REPORTING FORM

NAME OF CONTRACTOR: OR SUBCONTRACTOR:	CONTRACTOR'S LICENSE NO.:	ADDRESS:
	SPECIALITY LICENSE NO.:	

PAYROLL NO.:	FOR WEEK ENDING:	SELF-INSURED CERTIFICATE NO.:	PROJECT OR CONTRACT NO.:
		WORKERS' COMPENSATION POLICY NO.:	PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH- HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY							(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK		CHECK NO.							
			M	T	W	TH	F	S	S			DATE		THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC- TIONS
			HOURS WORKED EACH DAY																											
		S																												
		O																												
		S																												
		O																												
		S																												
		O																												
		S																												
		O																												

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER - Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11 inches)

I, _____, the undersigned, am the
(Name – print)

_____ with the authority to act for and on behalf of
(Position in business)

_____, certify under penalty of perjury
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of _____
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)
of the actual disbursements by way of cash, check, or whatever form to the individual or
individuals named.

Date: _____

Signature: _____

A public entity may require a stricter and/or more extensive form of certification.

STATEMENT OF NON-PERFORMANCE

PAYROLL NO. _____

Name of Prime/Subcontractor and Address _____

I do hereby state that no persons were employed on the construction of
Project _____ **during the payroll**
period commencing on the _____ **day of** _____, **2** _____ **and ending**
the _____ **day of** _____ **2** _____

REMARKS:

Signature of Authorized Person/Title

Date _____

EXHIBIT A

PRE-BID MEETING LOCATION MAP

