

REQUEST FOR BID

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



DATE: June 9, 2015
TO: (Potential Bidder)
FROM: Elizabeth Salcido, Purchasing Technician
Phone (760) 243-6371, Fax 269-0045, email: esalcido@victorvilleca.gov

PLEASE BID THE FOLLOWING

The City of Victorville is seeking to find a qualified skilled contractor to provide concrete repair and/or replacement and/or installation services when a failure in concrete infrastructure occurs within the City. The contract shall consist of, but not limited to, labor, materials, and tools necessary to maintain the City's specifications for curbs, gutters, sidewalk ramps and driveway approaches. Maintenance work to include removal, disposal, and irrigation repairs and replacements. Please see the specifications attached. (Attachment A)

All bidders need to be familiar with the City of Victorville specifications for these items.

QUOTE DUE TIME AND DATE: 06-24-15 by 2:00 pm, PST

HOW TO RESPOND

Respond by mail, or in person (City Hall, Finance Division of the Administrative Services Department, 14343 Civic Dr., Victorville, CA 92392, 2nd floor). Faxed or emailed proposals will **not** be accepted.

WHAT TO SUBMIT WITH QUOTE:

**PAGE 12 SUBMISSION CERTIFICATION AND CONTENT OF SUBMITTAL
CERTIFICATION FORM**

SPECIFICATIONS

Please see **Attachment A** for City of Victorville specifications for:

- Standard Curb & Gutter, Drawing S-01
- Curb Ramp, Drawing S-11A
- Residential Drive Approach, Drawing S-02
- Commercial Drive Approach, Drawing S-03
- Standard Commercial & Residential Sidewalk, Drawing S-04
- Standard Cross Gutter, Drawing S-05

WHERE TO VIEW AND DOWNLOAD SPECIFICATIONS

From the city's website (www.victorvilleca.gov), go to City Departments/Engineering/for Engineers & Developers. Scroll down and select "Standard Specifications for Public Improvements". These specifications may be viewed and/or downloaded.

NOTE: If internet access is not available, please contact Elizabeth Salcido (contact information is shown at top of this page) for other arrangements.

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This will be awarded **as a contract ending June 30, 2016**, with the option for four one-year renewals to be based on performance.

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

NOTE: A WEEKLY CERTIFIED PAYROLL is 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 (See Attachments for payroll requirements).

SENATE BILL 854 STATE REQUIREMENTS –

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

No contractor or 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 Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (see Submission Certification, Page 24).

CONTACTS - FOR QUESTIONS REGARDING

Procurement Process:

Elizabeth Salcido, Purchasing Technician
Phone: (760) 243-6371, Fax: (760) 269-0045, e-mail: esalcido@victorvilleca.gov

Technical or Schedule Questions

Louie Rodriguez, Public Works Manager
Phone: (760) 955-2772; e-mail: lrodriguez@victorvilleca.gov

Any prospective bidder desiring an explanation or interpretation of the solicitations, scope of work, etc., must request it in writing to the Purchasing Section by no later than **by June 16, 2015 2:00 p.m. (PST)** in order to ensure information is disseminated to all prospective bidders

CALIFORNIA CONTRACTOR'S LICENSE AND CITY OF VICTORVILLE BUSINESS LICENSE:

The successful bidder must possess a valid **C-8** California Contractor's License, as well as a valid City of Victorville Business License at the time of the award of this contract, to complete the work as described.

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INSURANCE

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001)
- b. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code I (any auto)
- c. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance
- d. 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 as Course of Construction, Builders' Risk, or an Inland Marine policy that offers "Installation" coverage.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

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

b. **Workers' Compensation Insurance**

1. Contractor shall procure and maintain at its' own expense, during the Term of this Agreement, Workers' Compensation Insurance, providing coverage as required by the California State Workers' Compensation Law.
2. If any class of employees employed by the Contractor, pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the City of Victorville.

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

Deductibles and Self-Insured Retention

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

Other Insurance Provisions

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

1. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, the City of Victorville, its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, the City of Victorville Attorney, are named as Additional Insured's. The coverage shall contain no special limitations on the scope of protection afforded to the City of Victorville, officials, employees, agents or volunteers.
2. Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the City of Victorville, its officers, volunteers, employees, contractors, and subcontractors.
3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance in respect to the City of Victorville, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Victorville, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City of Victorville, its officers, officials, employees, agents or volunteers.
5. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice, by

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certified mail return receipt requested, has been given to the City of Victorville. In the case of non-payment, ten (10) days' advance written notice shall be given.

Course of Construction Policies Shall Contain the Following Provisions

1. The City of Victorville shall be named as loss payee.
2. Notwithstanding any inconsistent statement in any required insurance policies of any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, the City of Victorville and its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, the City of Victorville Attorney, are named as Additional Insured's.
3. Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the City of Victorville and its officers, volunteers, employees, Contractors and subcontractors.

Acceptability of Insurers

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

Verification of Coverage

Contractor shall furnish the City of Victorville with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City of Victorville before work commences. As an alternative to the City of Victorville'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.

PAYMENT

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

Upon approval by the Director of Public Works, 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.

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

INDEMNIFICATION

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

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- (b) Contractor will promptly pay any judgment rendered against the City, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officials, volunteers, officers, agents, and employees harmless therefrom;
- (c) In the event the City, its officials, officers, agents, volunteers or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.
- (d) Contractor's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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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.

PERMITS AND LICENSES

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

GUARANTY AND BONDS

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

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

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

PREVAILING RATE OF WAGES - STATE WAGE RATE REQUIREMENT

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

NOTE: A CERTIFIED PAYROLL, DAILY SIGN-IN LIST AND LIEN RELEASES are **required** with each invoice to the City. Payment of the invoice may be delayed when a certified payroll, daily sign-in list and/or lien releases are not included with the contractor's invoice (see **Attachment C** for sample Daily Sign-In List, and **Attachment D** for the Employee Information Sheet). An error on the part of any awarding body does not relieve the Contractor from responsibility for payment of the prevailing wage of per diem wages and penalties pursuant to Labor Code (1770 – 1776).

CONTRACTOR'S RESPONSIBILITIES

The Contractor shall be responsible for safe, efficient, and adequate methods and equipment during the progress of the work in order to secure the safety of the workers, the quality of work required, and the stipulated rate of progress. It shall be the Contractor's responsibility to perform the work strictly in accordance with ADA/City of Victorville/Caltrans Specifications and original contract drawings and any revisions as may be made therein by the Director of Public Works, or

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the designee, from time to time in the form of revised contract drawings or written change orders issued.

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

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

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

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

TRESPASS

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

SAFETY, SANITARY, AND MEDICAL REQUIREMENTS

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

WATER AND POWER

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

PROTECTION OF EXISTING UTILITIES

The Contractor shall call Underground Service Alert (USA) at (800) 422-4133, two (2) working days in advance of beginning work so they can mark utilities. Whenever the improvement requires the relocation or replacement of an existing utility under the Contract, this information will

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be shown on the Plans. Unless this notation is shown on the Plans, the Contractor shall assume that the utility is to remain in place or be relocated or replaced by others.

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

CONSTRUCTION EQUIPMENT

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

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

WORK ZONE – TRAFFIC CONTROL DEVICES

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

TERMINATION FOR CONVENIENCE

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

TERMINATION FOR DEFAULT

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

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

ENTIRE AGREEMENT

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

PROHIBITED INTEREST

No member, officer, or employee of the City of Victorville or of a local public body shall have any interest, direct or indirect, in this contract or the proceeds thereof during his tenure or for one year

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

NON-COLLUSION AFFIDAVIT

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

EVALUATION OF BIDS

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

OWNERSHIP OF DOCUMENTS

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

UNFAIR BUSINESS PRACTICE CLAIMS

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

SEVERABILITY

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

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HIRING OF ILLEGAL ALIENS PROHIBITED

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

APPRENTICES ON PUBLIC WORKS

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

EMPLOYMENT OF LOCAL LABOR

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

- a. To the extent that qualified persons regularly residing in the designated area or regional area are not available.
- b. For the reasonable needs of any such contractor or subcontractor, to employ supervisory or specially experienced individuals necessary to assure an efficient execution of the contract.

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

The payrolls maintained by the Contractor shall contain the following information;

The employee's full name, address, and social security number as required in the California Department of Industrial Relations form A-1-131 payroll reporting form.

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

DEBARRED LIST

"No participation in the procurement process shall be permitted by any vendor who has been debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549." (See Submission Certification, Page 25-26).

[END OF THIS PAGE]

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CITY OF VICTORVILLE FORMS SUBMISSION CERTIFICATION

I hereby submit to the City of Victorville the following proposal for work outlined in plans and specifications entitled Project ES15-081 RFB FOR CONCRETE REPAIR/REPLACEMENT SERVICES. All of the following documents (check below) are completed, fully executed, and included in my bid as required in the bid document:

- _____ Submission Certification (Page 12)
- _____ Bidder Guarantees (Page 13)
- _____ Bidder Identification (Page 14)
- _____ Worker's Compensation (Page 15)
- _____ Non-Collusion Affidavit (Page 16)
- _____ Addenda (Page 17)
- _____ Customer References (Page 18)
- _____ Signature Authorization (Page 19)
- _____ List of Subcontractors (Page 20)
- _____ Bid Form (Page 21-23)
- _____ Senate Bill SB 854 (Page 24)
- _____ Debarred List Certification (Page 25-26)

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

Business Name

Authorized Signature

Printed Name and Title

Date Signed

Telephone Number

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**CITY OF VICTORVILLE
GUARANTY**

TO THE CITY OF VICTORVILLE, CALIFORNIA

The undersigned guarantees the completion of **“Concrete Repair/Replacement/Installation Services”**

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

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

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

SIGNED: _____
Contractor

By: _____ Title: _____

Dated this _____ day of _____, _____.

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

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BIDDER IDENTIFICATION

1. Legal name of Bidder _____
2. Street Address: _____
3. Mailing Address: _____
4. Business Telephone: _____
5. Facsimile Telephone: _____
6. Email Address: _____
7. Type of Business:
 Sole Proprietor Partnership Corporation Other: _____
If corporation, indicate State where incorporated: _____
8. Business License number issued by the City where the Bidder's principal place of business is located.
Number: _____ Issuing City: _____
9. Contractors License number and expiration date.
Number: _____ Expiration date: _____
10. Federal Tax Identification Number: _____
11. Proposer's Project Manager: _____

CITY OF VICTORVILLE

WORKERS' COMPENSATION CERTIFICATE

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

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

_____ Signature	_____ Company Name
_____ Printed Name	_____ Business License Number
_____ Title	_____ Date

REQUEST FOR BID

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following ADDENDA and the cost, if any, or such revision has been included in the TOTAL BID of the Bidding Schedule(s). If NONE, WRITE "NONE" ON THE FIRST LINE.

ADDENDUM NO. DATED

ADDENDUM NO. DATED

ADDENDUM NO. DATED

ADDENDUM NO. DATED

NAME OF BIDDER

ADDRESS

TELEPHONE NO.

BY: _____
Signature

REQUEST FOR BID

**CITY OF VICTORVILLE
RFB FOR CONCRETE REPAIR/REPLACEMENT/INSTALLATION SERVICES
- PROJECT #ES15-081**

REFERENCES

Bidder: _____

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

REQUEST FOR BID

CITY OF VICTORVILLE SIGNATURE AUTHORIZATION

Proposer/Bidder: _____

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

SIGNATURE

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

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

- An Individual
 A Partnership, Partners' names:
 A Company
 A Corporation

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

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

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

I am not a Small Business.

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

My business is owned by a woman.

My business is owned by a disabled veteran.

REQUEST FOR BID

CITY OF VICTORVILLE

LIST OF SUBCONTRACTORS

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

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

Bidder's Name _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____%

Specific Description of Subcontract: _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____%

Specific Description of Subcontract: _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____%

Specific Description of Subcontract: _____

Name Subcontractor is licensed under: _____

License Number and Classification: _____

Address of Subcontractor: _____

Percent (%) of Total Contract: _____%

Specific Description of Subcontract: _____

REQUEST FOR BID

CITY OF VICTORVILLE, CALIFORNIA BID PROPOSAL FORM

RFB FOR CONCRETE REPAIR/REPLACEMENT/INSTALLATION SERVICES – PROJECT #ES15-081

The undersigned hereby agrees to provide the items listed below in accordance with the specifications (which have been carefully examined and are attached hereto) on file in the Office of the Chief Financial Officer. The City reserves the right to award all or some of this bid package to one or more vendors.

Bidder: _____

Provide a price per labor category (in accordance with State prevailing wage)

REQUEST FOR BID

CITY OF VICTORVILLE, CALIFORNIA

JOB DESCRIPTION	LENGTH	COST PER LINEAR FOOT	
		New	Remove & Replace
STD. CURB AND GUTTER, 6" FACE Per City Standards (S-01)	0' to 10"	\$	\$
	10'-1" to 25"	\$	\$
	25'-1" to 50'	\$	\$
	50'-1" to 100'	\$	\$
STD. CURB AND GUTTER, 8" FACE Per City Standards (S-01)	0' to 10"	\$	\$
	10'-1" to 25"	\$	\$
	25'-1" to 50'	\$	\$
	50'-1" to 100'	\$	\$
JOB DESCRIPTION		COST PER SQUARE FOOT	
		New	Remove & Replace
STD. COMMERCIAL SIDEWALK Per City Standards (S-04)	6' & 10'	\$	\$
RESIDENTIAL & COMMERCIAL SIDEWALK & HANDICAP RAMP Per City Standards (S-11A) VARIOUS CASES Per Caltrans Standards (A88A)	CASE "A" CASE "B" CASE "C"	\$ \$ \$	\$ \$ \$
STANDARD CROSS GUTTER	4"	\$	\$
Per City Standards (S-05)	6"	\$	\$
	8"	\$	\$
JOB DESCRIPTION		COST FOR TOTAL REPLACEMENT	
RESIDENTIAL DRIVE APPROACH Per City Standards (S-02)	ENTIRE RAMP	\$	
COMMERCIAL DRIVE APPROACH Per City Standards (S-03)	ENTIRE RAMP	\$	

REQUEST FOR BID

CITY OF VICTORVILLE, CALIFORNIA
BID PROPOSAL FORM - *continued*

Normal Response Time: _____

Emergency Response Time: _____

Warranty Period in months: _____

Payment Terms: _____

Bidder: _____

Address: _____

Phone: _____ Fax: _____ E-mail _____

Federal I.D.No.: _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____

REQUEST FOR BID

NEW CLAUSE RE: SB 854

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

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

All contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. The annual cost to register for the program is currently \$300.00 and is non-refundable. This is a Department of Industrial Relations (DIR) fee paid to the State of California. The City of Victorville will not register a contractor/subcontractor, nor collect funds for registration. Contractors or subcontractors submitting bids must be registered by March 1, 2015. The requirement to use only registered contractors and subcontractors on public works projects, greater than \$1,000.00 applies to all projects awarded on or after April 1, 2015. No bid can be accepted nor any contract or subcontract entered into nor purchase order issued without proof that the contractor or subcontractor is registered.

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

Are you currently registered with the DIR?

Yes ___ **No** ___

If yes, what is your registration number? _____

(please submit proof of your registration)

Bidder: _____ Federal I.D. No: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____

DEBARRED CERTIFICATION ACKNOWLEDGEMENT

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

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

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

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

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

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

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

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

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

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

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by

REQUEST FOR BID

paragraph (a) of this provision. The knowledge and information of an Offeror/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

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

Address: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____

ATTACHMENT A
SPECIFICATIONS

ATTACHMENT A
CONCRETE REPAIR/REPLACEMENT/INSTALLATION SERVICE CONTRACT
PROJECT ES15-081
SCOPE OF WORK

The City of Victorville is seeking to find a qualified skilled contractor to provide repairs and/or replacement and/or installation when a failure in concrete infrastructure occurs within the city. The contract shall consist of, but not limited to, labor, materials, equipment and tools necessary to maintain the city's specifications for curbs, gutters, sidewalk ramps and driveway approaches. Maintenance work/repair to include removal, disposal, and irrigation repairs and replacement of any surrounding materials such as asphalt. (See attached Prints and ADA Specifications).

The contractor/sub-contractor must be certified by the California Contractors State License Board and must possess the required contractor's license(s) C-8.

For each event, the contractor must readily address the required work that will be expected to be performed, 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 Public Works Department. All work shall be done in accordance with the standard specifications provided by the applicable Public Works staff.

Project personnel shall be a mix of Public Works staff and the Contractor's staff. The Contractor shall propose a sufficient qualified staffing level to ensure that the work is performed in accordance with the specifications provided by the Public Works staff. Billing the City of Victorville for staff or equipment that was not required to perform the work may result in disqualification for future projects.

If material's testing is required, the City of Victorville will provide those services from a consultant.

CONTRACTORS SHALL HAVE, AT A MINIMUM, THE ABILITY TO:

- Provide estimates of time, money, and materials needed (see Bid Proposal Form) in accordance with the current California State Prevailing Wage.
- Contractors shall state their ability to provide emergency services at any time, 24 hrs a day, seven (7) days a week. Emergency service response time should be at a maximum of four (4) hours. Bidders must indicate in their bid, if they can exceed this time, meet this time frame, or if they need a longer response time. Emergency service should be noted on page 23, Bid Proposal.
- Contractor shall arrange for all code-required inspections and shall notify the Public Works staff before inspections are conducted.

REQUEST FOR BID

- Contractor shall be able to read and interpret all engineering design, profile, specification, sheets, plans and grade stakes.
- Contractor's access and use of the work site shall not interfere with Public Works operations. Any conflict shall be promptly referred to the Public Works representative for resolution.
- Contractor shall maintain the work site in a safe and orderly condition at all times and will make every effort to protect property from damage during operations. Damage that does occur will be repaired immediately to the satisfaction of Public Works staff and at the Contractor's sole expense.
- Demolished materials and project debris, if any, may be stockpiled on site in a location acceptable to Public Works staff. These material and debris are to be removed prior to substantial completion or can be removed as needed prior to that at the Contractor's option.
- All waste materials will be removed to approved disposal sites, remove all boxes, cartons, packing and scrap material from the work site. Remove all labels that are not intended or required by the manufacturer to remain.
- It shall be the contractors responsibility to follow all Federal, State, and Environmental Protection Act, by adhering and following all Storm Water Pollutions Prevention Plan (SWPPP) rules and regulations when washing down of project site, equipment, tools, vehicles to include concrete truck(s) of any excess concrete.
- It shall be the contractors responsibility when utilizing water from a hose that the water hose be connected to a shut off nozzle in compliance with water conservation rules and policies. No water shall run or flow from any hose or delivery system freely into the street, gutter or any right-of way.
- Fill out and return applicable Construction/Demolition Waste Recycling Plan and Summary Waste Disposal and Diversion Reports (Attachments G & H).

CONTENT OF SUBMITTAL:

The Bid submittal should be in sequence and address the evaluation criteria and the following information:

1. Experience and qualifications of your company in providing these types of services.
2. List the name, address, phone number, fax and email address of at least three (3) references, (preferably airport and government municipalities) on recent and/or similar projects (see reference form included in the RFB) for both the contractor and any sub-contractors.

REQUEST FOR BID

3. Current workload and ability to perform and respond in a timely manner, if selected. The contractor must be able to provide an estimate and begin work within two (2) work days of approval of estimate.
4. Provide a maximum emergency response time.
5. Forms noted on Page 12 of Submission Certification

EVALUATION OF BIDS

The City of Victorville Public Works Staff will review each written bid response 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. Public Works staff will make independent random checks of the Contractor's references as well as sub-Contractors.

CONTRACT WITH SELECTED COMPANY

The selected contractor will be invited to sign a Construction Agreement with the City of Victorville to include one (1) base year with the option for four (4) one-year renewals to be based on performance. The terms of that agreement will be based on those outlined in the bid submittal. The contractor will be expected to maintain the prices and conditions outlined in the bid for the length of the agreement. Should staff changes occur, the contractor must notify the appropriate Public Works staff immediately. A sample of the Construction Agreement is attached to this RFB.

[END OF THIS PAGE]

ATTACHMENT B-H

- B – SAMPLE CONTRACT**
- C - DAILY SIGN-IN SHEET**
- D- EMPLOYEE INFORMATION SHEET**
- E – FAITHFUL PERFORMANCE BOND**
- F – PAYMENT BOND**
- G- CONSTRUCTION/DEMOLITION WASTE RECYCLING PLAN
(C/DWRP)**
- H- SUMMARY WASTE DISPOSAL AND DIVERSION REPORT
(SWDDR)**

ATTACHMENT B

**SAMPLE CONSTRUCTION
AGREEMENT**

**ATTACHMENT B
SAMPLE
CONSTRUCTION AGREEMENT
BY AND BETWEEN
THE CITY OF VICTORVILLE AND
NAME OF CONTRACTOR**

NAME OF PROJECT

THIS CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into by and between the City of Victorville, a municipal corporation located in the County of San Bernardino, State of California, hereinafter referred to as the "City", and (Name of Contractor), a General Contractor, hereinafter referred to as the "Contractor". The City and the Contractor are sometimes hereinafter referred to as a "Party" or as the "Parties"

RECITALS:

WHEREAS, NAME OF PROJECT requires **DESCRIBE SERVICES** (the "Project"); and

WHEREAS, in light of the facts set forth above, the City of Victorville 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"). From and after the Termination Date, and upon subsequent agreement by the Parties, this Agreement may continue on a month-to-month basis until terminated pursuant to Section 3 below

This Agreement may be extended for **FOUR (4) FISCAL YEARS (based on performance)** additional one-year periods (hereinafter "Option Periods"), at the option of the City of Victorville, subject to satisfactory performance as determined by the City of Victorville. The City of Victorville shall give Service Provider sixty (60) days advance written notice prior to the expiration of the initial Term and sixty (60) days advance written notice prior to the expiration date of each subsequently exercised Option Period, if any, should the City of Victorville decide to exercise its option(s) to extend. In the event the City of Victorville does not give Service Provider such written notice of its option to extend, this Agreement shall terminate at the end of the then-current Term or Option Period without further notice from either Party, unless terminated earlier pursuant to the provisions of Section 3 below. Should the City of Victorville fail to give Service Provider the sixty (60) days written notice of its intention to exercise any Option Period, the City

REQUEST FOR BID

Section 6. 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 7. PAYMENT SCHEDULE.

the City of Victorville 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 of Victorville, when applicable.

Section 8. PERFORMANCE SCHEDULE.

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

Section 9. 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 Finance Department and shall be made available to any interested party, on request. Notwithstanding anything in the Contract Documents to the contrary, Contractor shall be responsible for using up-to-date prevailing wage rates.

NOTE: A WEEKLY CERTIFIED PAYROLL AND DAILY SIGN IN SHEETS are required with each invoice to the City of Victorville. Payment of the invoice may be delayed when a certified payroll is not included with the Contractor's invoice.

Section 10. WORKERS' COMPENSATION INSURANCE.

Contractor shall procure and maintain, at its own expense, during the Term of this Agreement, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law. If any class of employees employed by Contractor is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the City of Victorville.

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 n accordance with the provisions before commencing the performance of the work of this contract.

REQUEST FOR BID

Section 11. NOTICE TO PROCEED.

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

Section 12. COMPLIANCE WITH LAWS.

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

Section 13. COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE AND COURSE OF CONSTRUCTION/INLAND MARINE 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.

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.

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

Section 14. 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 of Victorville, its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, City of Victorville Attorney, are named as Additional Insured's.

REQUEST FOR BID

Section 15. WAIVER OF SUBROGATION RIGHTS

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

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

a. Contractor shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this Agreement and furnish to the City of Victorville Secretary 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 of Victorville 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 Victorville 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 of Victorville. Any insurance maintained by the City of Victorville shall be in excess of Contractor's insurance and shall not contribute to it.

Section 17. TIME OF THE ESSENCE.

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

Section 18. INDEMNIFICATION.

Notwithstanding the limits of any insurance, Contractor shall indemnify the City of Victorville, 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

REQUEST FOR BID

or willful misconduct of the City of Victorville 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 of Victorville, 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 of Victorville, its officials, volunteers, officers, agents, and employees harmless there from;
- (c) In the event the City of Victorville, 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 of Victorville, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by the City of Victorville, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.
- (d) Contractor's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

Section 19. REPORTS.

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

Section 20. RECORDS.

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

REQUEST FOR BID

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

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

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

Section 21. MODIFICATIONS AND AMENDMENTS.

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

Section 22. ENTIRE AGREEMENT.

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

b. The Contract Documents contain all of the covenants and agreements between the parties with respect to the subject matter herein, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party, except those covenants and agreements in this Agreement and the Contract Documents.

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

Section 23. AMBIGUITIES.

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

Section 24. 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 of Victorville	Dept. Head
	Name of Department
	14343 Civic Center Drive
	Victorville, CA 92392

REQUEST FOR BID

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 25. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES.

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

Section 26. REVIEW BY ATTORNEYS.

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

Section 27. CARE OF WORK.

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

Section 28. CAPTIONS AND HEADINGS

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

Section 29. SUCCESSORS, HEIRS, AND ASSIGNS.

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

Section 30. GENDER; PLURAL.

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

Section 31. SEVERABILITY.

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

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Section 32. GOVERNING LAW.

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

Section 33. CUMULATIVE REMEDIES

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

Section 34. VENUE.

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

Section 35. ATTORNEY'S FEES.

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

Section 36. EFFECTIVENESS OF AGREEMENT.

This Agreement shall not be binding upon the City of Victorville, 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 of Victorville.

Section 37. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT.

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

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

(END OF PAGE)

REQUEST FOR BID

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

CITY OF VICTORVILLE

By: _____
Gloria Garcia, Mayor

Dated: _____

Contractor: (Awarded contractor)

CSLB #: _____

By: _____

Name: _____

Title: _____

ATTEST: _____ :

By: _____
Carolee Bates, City Clerk

CITY OF VICTORVILLE

By: _____
Chuck Buquet, Risk Manager

Dated: _____

Approved as to STANDARD Form:

By: _____
Andre de Bortnowsky, City Attorney

Dated: _____

ATTACHMENT C

DAILY SIGN-IN SHEET

In addition to the above, below is the information Purchasing will require to properly perform review of certified payroll.

1. Original signed certified payroll WH-347;
2. Current Wage Determination;
3. Correct Classification;
4. Employee Information Sheet (original signed);
5. Daily Sign – In sheets (original signed);
6. Fringe Benefits Statement(if they note that the fringe is paid to others);
7. Statement of Non-Performance for days they do not work within the payroll week;
8. If the payroll is not in agreement with the current wage determination, the contractor will be asked to provide corrected payrolls & proof of restitution. Proof must Include the front and back of deposited check.

ATTACHMENT D
EMPLOYEE INFORMATION SHEET

REQUEST FOR BID

**ATTACHMENT D
CITY OF VICTORVILLE
EMPLOYEE INFORMATION SHEET
TO BE COMPLETED & SIGNED BY ALL EMPLOYEES
THAT WILL PROVIDE LABOR ON THE PROJECT
(MUST BE SUBMITTED WITH FIRST PAYROLL)**

_____ UPDATE INFORMATION ON EXISTING
_____ NEW
_____ W-4 FORM ATTACHED
_____ NO OF WITHHOLDING EXEMPTIONS

EMPLOYEE DATA

EMPLOYER: _____

NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP _____

HOME PHONE NUMBER: (_____) _____

SOCIAL SECURITY NUMBER: _____

EMPLOYEE WORK CLASSIFICATION: _____

APPRENTICE JOURNEYMAN TRAINEE WORKER

PAY RATE \$ _____

FRINGE RATE PER HOUR: _____

FRINGE BENEFIT(S) TO BE: _____

PAID IN CASH TO EMPLOYEE

PAID TO FUNDED PLANS DIRECTLY

ADDITIONAL DEDUCTION PAYMENT(S) TO BE SENT TO THE FOLLOWING: _____

NAME OF PROJECT & LOCATION: _____

DATE EXPECTED TO START WORK: _____

DATE EXPECTED TO FINISH WORK: _____

RATE OF PAY MUST BE EQUAL TO OR ABOVE MINIMUM WAGE REQUIREMENT FOR EMPLOYEE WORKER CLASSIFICATION AS SPECIFIED UNDER THE PREVAILING WAGE RATE REQUIREMENT.

Please have employee sign below that he/she is aware of the California State Prevailing Wage requirements and acknowledges the anticipated rate of pay.

EMPLOYEE SIGNATURE _____

DATE _____

ATTACHMENT E
FAITHFUL PERFORMANCE BOND

**ATTACHMENTS E & F
BOND REQUIREMENTS**

BOND REQUIREMENTS - For projects that may arise over \$25,000.00 (including labor and materials), will require a Faithful Performance Bond in the amount of one hundred percent (100%) of the bid amount and a Payment Bond in the amount of one hundred percent (100%) of the bid amount. Bonds must be issued by an admitted surety insurer in the State of California, as set forth in the Public Contract Code, Section 20170. When the contract is signed, the successful bidder shall provide, within ten (10) working days, the Faithful Performance and Payment Bonds in the amount of the bid accepted by the City.

REQUEST FOR BID

**ATTACHMENT E
CITY OF VICTORVILLE
FAITHFUL PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said City of Victorville for completion of **“CONCRETE REPAIR/REPLACEMENT/INSTALLATION SERVICES,”** as specifically set forth in documents entitled of **“CONCRETE REPAIR/REPLACEMENT/INSTALLATION SERVICES”** and is required under the terms of the Contract to give this Bond in connection with the execution of said Contract;

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

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

WITNESS our hands this _____ day of _____, _____.

(SEAL)

Contractor

SURETY

By: _____

By: _____

Title: _____

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

ATTACHMENT F
PAYMENT BOND

REQUEST FOR BID

**ATTACHMENT F
CITY OF VICTORVILLE
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said the City of Victorville for completion of **“CONCRETE REPAIR/REPLACEMENT/INSTALLATION SERVICES”** as specifically set forth in documents entitled **“CONCRETE REPAIR/REPLACEMENT/INSTALLATION SERVICES”** and is required under the terms of the Contract to give this Bond in connection with the execution of said Contract;

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

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

WITNESS our hands this _____ day of _____.

(SEAL)

CONTRACTOR

SURETY

By: _____

By: _____

Title: _____

**ATTACHMENT G
CONSTRUCTION/DEMOLITION WASTE RECYCLING
PLAN (C/DWRP)**

REQUEST FOR BID

ATTACHMENT G CITY OF VICTORVILLE Construction/Demolition Waste Recycling Plan (C/DWRP)

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

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

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

See next page for additional information.

REQUEST FOR BID

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

**ATTACHMENT H
SUMMARY WASTE DISPOSAL AND DIVERSION
REPORT (SWDDR)**

REQUEST FOR BID

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

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

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

Table 1: Materials Diverted

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

REQUEST FOR BID SHEET

Table 2: Materials landfilled

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

Attach weight slips showing disposal and diversion.