

REQUEST FOR QUOTE CC22-062 SUNSET RIDGE PARK TENNIS COURT RESURFACING



CITY OF VICTORVILLE
14343 Civic Drive
P.O. Box 5001
Victorville, CA 92393-5001

DATE: November 8, 2021

TO: (Potential Bidder)

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

PROJECT NUMBER AND TITLE: CC22-062 SUNSET RIDGE PARK TENNIS/PICKLEBALL COURT RESURFACING

QUOTE DUE TIME AND DATE: DECEMBER 7, 2021 @ 2:00 P.M. PST (late bid will not be accepted)

GENERAL INFORMATION:

The City of Victorville is requesting bids to resurface the Tennis/Pickleball Court who will provide labor, materials, tools, equipment and supplementary services necessary to complete the work.

MANDATORY PRE-BID MEETING / JOBWALK: - A MANDATORY pre-bid meeting and jobwalk has been scheduled for all prospective bidders. The meeting will be held on **NOVEMBER 22, 2021 at 10:00 a.m. at SUNSET RIDGE PARK, 12808 Eucalyptus St. Victorville, CA, 92392**. Site job walk to follow. Prospective bidders are encouraged to address questions, problems, and other issues regarding this project. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

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

NOTE: In an effort to reduce the risk of COVID-19 exposure, participation in the mandatory pre-bid/job walk meeting is limited to two representatives per contractor to allow for proper physical distancing and wearing face covering/mask at all times is a must. Exceptions will be considered on a case-by-case basis and must be arranged in advance.

HOW TO RESPOND:

Respond by mail (PO Box 5001, Victorville, CA 92393-5001), by email (send to cmcalderon@victorvilleca.gov), or in person (Victorville City Hall, Finance Department, 14343 Civic Dr., Victorville, CA 92392, 2nd floor). ***E-mailed submissions will be accepted. However, please be informed that the selected contractor will be required to submit all original signed documents prior to formal award.***

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 NOVEMBER 30, 2021 @ 12:00 p.m. PST**, in order to allow a reply to reach all prospective bidders before the submission of

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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 submit bids or if the lack of it would be prejudicial to other prospective bidders.

BEGINNING OF WORK, TIME OF COMPLETION:

The Contractor shall begin work by the date specified in the City's Notice to Proceed informing him that the contract has been awarded and shall diligently prosecute the work so that all the work shall be completed before the expiration of **14 CALENDAR DAYS**, including the specified starting date.

CALIFORNIA CONTRACTORS LICENSE AND CITY OF VICTORVILLE BUSINESS LICENSE:

The successful bidder and/or specified subcontractor(s) must possess a valid must have a valid California Contractor's License **Class C-61/D-47**, as well as a valid City of Victorville Business License at the time of the award of this contract, to complete the work as described. The Contractor and/or subcontractor shall obtain all required permits and licenses prior to commencing work and shall submit the work in progress to periodic inspection by the appropriate Inspector of the City and shall honor all correction notices issued by same. All contacts, regarding inspections, shall be made to the appropriate department within the City.

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. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the California 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). This project is subject to compliance monitoring and enforcement by the DIR.

Starting **July 1, 2017**, the new annual registration fees for public works contractors have increased to \$400.00. Additionally, contractors on small projects are exempt from public works registration and electronic certified payroll reporting requirements.

PREVAILING WAGES: In accordance with the provisions of California Labor Code Sections 1720, 1770-1776, 1810, 1813, and 1815, as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Labor Code Section 1773 for the locality in which the Work is to be performed. It shall be mandatory upon the Contractor to whom the Work is awarded and upon any subcontractor under the Contractor to pay not less than said specified rates to all workers employed by them in the execution of the Work, and shall post a copy of said wage rates at the project site.

The contractor and all subcontractors shall comply with **ALL** Federal and State laws, regulations, and guidelines required in the performance of the contract. Copies of the updated Wage Determination rates are available to any interested party, by visiting www.dir.ca.gov for State of California. Additionally, copies of the State prevailing rate of per diem wages rates are on file at the City of Victorville Finance Division and shall be made available for review to any interested party on request.

Contractor shall be solely responsible for using the correct wage determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct State prevailing wage and

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compliance with the maintenance and inspection of payroll records, posting of prevailing wage rates at work site, employment of apprentices, and other requirements of California Labor Code (1720, 1770-1776, 1810, 1813, and 1815, as amended), California Code of Regulations, Title 8, Section 16000 *et seq.*; and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its subcontractors.

ELECTRONIC CERTIFIED PAYROLL REPORTING (eCPR):

Contractors and subcontractors on all public works projects awarded on or after April 1, 2015, must use this system to furnish certified payroll records (CPRs) to the Labor Commissioner.

Contractors and subcontractors who have been submitting PDF copies of their CPRs for earlier projects must also begin using the new system. **If the project falls under Small Project Exemption Contractor does not need to upload their payrolls to DIR, however, they will be required to submit their payrolls to Purchasing staff along with their invoices and lien releases.**

For more information please go to www.dir.gov under Labor Law Public Works.

CONTACTS - FOR QUESTIONS REGARDING:

Procurement Process:

Celeste Calderon

Phone: (760) 955-5082, Fax: (760) 269-0045, e-mail: cmcalderon@victorvilleca.gov

INSURANCE:

During the term of the Agreement, the Contractor shall procure and maintain, for the duration of the Agreement, 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

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE

Contractor shall be required to procure and maintain at its own expense, commercial general liability insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers, and agents and independent contractors.

Contractor shall further be required to 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

Contractor, and or any of its subcontractors, suppliers, vendors, employees, or person whom it performing any work under this agreement shall be required to purchase, and maintain insurance to the full contract and insurable value thereof commonly referred to as a Course of Construction, Builders' Risk, or an Inland Marine policy that offers "Installation" coverage for all materials, supplies, equipment, and property obtained by, or for Contractor, which is to become part of the work while such equipment and property is stored at the jobsite, at temporary locations, or while in transit to the

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project from such temporary locations. **Contractor, and or any of its subcontractors, suppliers, vendors, employees, or person whom is performing any work under this agreement shall** also be responsible for insuring their owned, leased/rented, or borrowed equipment. Insurance should also include a Loss Payee, and a Waiver of Subrogation Endorsement(s) in favor of the City of Victorville.

ADDITIONAL INSURED

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, the City Attorney, are named as Additional Insureds.

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.

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 Agreement.

PROOF OF INSURANCE COVERAGE; REQUIRED PRIOR TO COMMENCEMENT OF SERVICES

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

b. The certificates of insurance shall bear an endorsement whereby it is provided that, in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of non-payment, ten (10) days' advance written notice shall be given.

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

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

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e. The Commercial General Liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, 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.

Contractor shall review the sample agreement, attached hereto, for additional required insurance criteria.

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 Fire and Building Official, or the designee, of the Contractor's estimate of work completed, City will make a progress payment to the Contractor equal in amount to the approved estimate less a retention of five (5) percent and less the total of all previous payments.

In preparing estimates, the material delivered on the site, preparatory work done, and the cost of bonds and insurance paid may be taken into consideration.

Upon completion of the work, the Contractor may request full payment for his work, and after acceptance of the work by the City, 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.

The City shall make payments on any invoice request submitted by the Contractor. The payment request shall not be deemed properly completed unless, all required payroll documents, have been properly completed.

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.

INDEMNIFICATION:

Notwithstanding the limits of any insurance, Contractor shall indemnify 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:

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- 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 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 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 the 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.

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.

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CONTRACTOR'S RESPONSIBILITIES:

The Contractor shall be responsible for safe, efficient, and adequate methods and equipment during the progress of the work to secure the safety of the workers. It shall be the Contractor's responsibility to perform the work strictly in accordance with the Scope of Services and any revisions as may be made therein by the Fire and Building Officials, or the designee, from time to time in the form of 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.

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.

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 Fire and Building Official 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. City will assist the Contractor, at his specific request, in locating existing utilities.

TERMINATION FOR CONVENIENCE:

City may, by written notice, terminate this contract in whole or in part, when deemed in City's interest. Upon termination of this contract, City 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.

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TERMINATION FOR DEFAULT:

City, 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.

EXECUTION OF CONTRACT:

The Contract shall be signed by the successful bidder and returned, together with contract bonds (if applicable), proof of insurance coverage's and a copy of 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.

EVALUATION OF BID PROPOSALS:

City reserves the right to accept or reject all bids and to award a contract to the bidder or bidders who best meets its requirements. Relevant factors which shall be considered in evaluating the bids are: completeness and accuracy of bid; response time to emergencies; length and nature of warranties; anticipated length of life of materials; percentage mark up on materials supplied; past experiences of the City 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.

UNFAIR BUSINESS PRACTICE CLAIMS:

In entering into the City contract or a subcontract to supply goods, services or materials pursuant to the City 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 City 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

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hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

HIRING OF UNDOCUMENTED IMMIGRANTS PROHIBITED:

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

APPRENTICES ON PUBLIC WORKS:

All public works contracts valued at \$30,000.00 or more carry an obligation to hire apprentices, unless the craft or trade does not require the use of apprentices as indicated in the corresponding prevailing wage determination. This applies to all contractors and subcontractors on a project, even if their part of the project is less than \$30,000.00.

DRUG-FREE WORKPLACE REQUIREMENTS:

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

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CITY OF VICTORVILLE

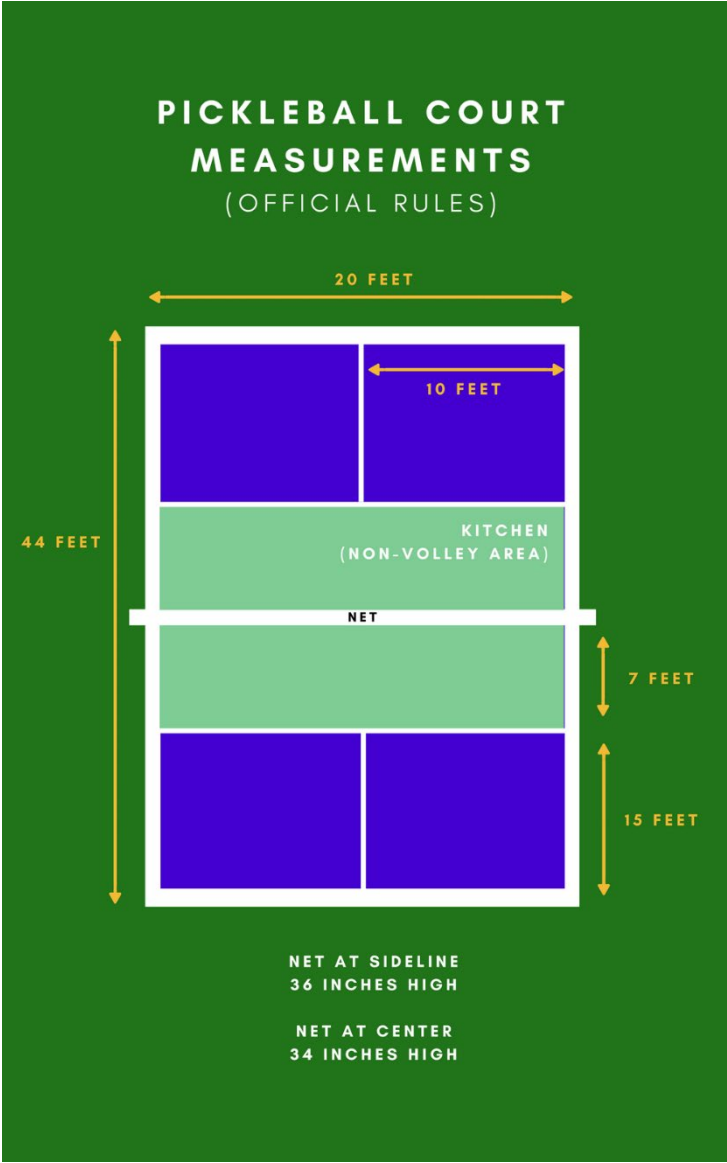
Sunset Ridge Park - Tennis/Pickleball Court Resurfacing

SCOPE OF WORK

SCOPE:

- Scope pertains to all courts (2 total)
- Pressure wash clean with 3000 PSI
- Scarify any raised edges
- Patch all cracks and spalls
- Grind slick spots
- Apply primer to bare areas
- Apply two coats of Acrylotex and Plexichrome
- Match existing tennis court dimensions
- Pickleball dimensions are referenced below
- Court layout referenced below
- Tennis court colors to match existing
- Pickleball lines to be BLACK
- Quote shall include Prevailing Wages

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CITY OF VICTORVILLE FORMS SUBMISSION CERTIFICATION

I hereby submit to the SCLAA the following Bid Proposal for work outlined in the plans and specifications entitled **Sunset Ridge Park Tennis/Pickleball Court Resurfacing, Project #CC22-062**. All the following documents (check below) are completed, fully executed, and included in my Bid Proposal as required in the bid document:

- Submission Certification
- Bid Proposal Form
- Bidder Identification
- Customer References
- Worker's Compensation
- Signature Authorization
- List of Subcontractors
- Questionnaire
- Non-Collusion Declaration
- SB 854 Certification
- Debarred Certification Acknowledgement
- Acknowledgement Pages for All Bid Addenda

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the Bid 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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BID PROPOSAL FORM

The undersigned declares that the locations of the proposed work, the plans, specifications, and bid documents have been carefully examined; and being familiar with all of the conditions surrounding the work, including the availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, tools, equipment, and incidentals, to complete all the work. All applicable taxes and discounts should be included. All the aforementioned shall be done in accordance with said plans, specifications, and contract documents for the price set forth in the following schedule.

NOTE: Award to the bidder other than the low bidder if it's deemed to be the best interest of the City

ITEM	DESCRIPTION	TOTAL AMOUNT
1.	Installation costs as shown in the specs and plans shall include but are not limited to labor, materials, tools, finishing, transportation, and incidentals required for the proper completion of the work.	
3.	OTHER FEES (PLEASE SPECIFY)	
	SUBTOTAL	
	TOTAL BID	\$

Bidder: _____

Address: _____

Phone: _____ E-mail _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____

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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. Federal Tax Identification Number: _____
 10. Contractor's License number and expiration date: _____
 11. DIR Registration number: _____
 12. Proposer's Project Manager: _____
 13. Proposer's Name and Title Authorized to sign legal documents: _____
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CITY OF VICTORVILLE
CUSTOMER REFERENCES

Bidder: _____

LIST THREE PROJECT OWNERS FOR WHOM YOU HAVE PERFORMED SIMILAR WORK WITHIN THE PAST THREE YEARS		
1.	Project Owner's Name	
	Representative Name & Title	
	Address:	
	Phone#	
	Email Address	
	Project Name:	
	Project Description:	
2.	Project Owner's Name	
	Representative Name & Title	
	Address:	
	Phone#	
	Email Address	
	Project Name:	
3.	Project Owner's Name	
	Representative Name & Title	
	Address:	
	Phone#	
	Email Address	
	Project Name:	

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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

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CITY OF VICTORVILLE SIGNATURE AUTHORIZATION

Proposer/Bidder: _____

- A. I hereby certify that I have the authority to offer this proposal/bid to the City 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.

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CITY OF VICTORVILLE LIST OF SUBCONTRACTORS

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

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

Bidder's Name _____

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: _____

INITIAL IF NO SUB: _____

REQUEST FOR QUOTE CC22-062 SUNSET RIDGE PARK TENNIS COURT RESURFACING

CITY OF VICTORVILLE

QUESTIONNAIRE

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

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

Yes ____ No

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

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

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CITY OF VICTORVILLE

NON-COLLUSION DECLARATION (MUST BE SIGNED) TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL (Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposed price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposed price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposed price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of the proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Company Name

Printed Name

Title

REQUEST FOR QUOTE CC22-062 SUNSET RIDGE PARK TENNIS COURT RESURFACING

CITY OF VICTORVILLE 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. This is a Department of Industrial Relations (DIR) fee paid to the State of California. City will not register a Contractor/subcontractor, nor collect funds for registration.

Starting July 1, 2017, the new annual registration fees for public works contractors have increased to \$400.00, and contractors on small projects are exempt from public works registration and electronic certified payroll reporting requirements.

Subcontractor Eligibility. Contractor acknowledges that under Public Contract Code Section 6109 no contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project under Labor Code Section 1777.1 or 1777.7 may bid on, be awarded, or perform work as a subcontractor on, a public works project. Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project under Labor Code Section 1777.1 or 1777.

Small Project Exemption:

Contractors who work exclusively on small public work projects are not required to register as a public works or file electronic certified payroll reports for those projects. Contractors are still required to maintain certified payroll records on a continuous basis and provide them to the Labor Commissioner's Office upon request.

The small project exemption applies for public works projects that do not exceed:

- \$25,000 new construction, alteration, installation, demolition, or repair
- \$15,000 for maintenance

City as applicable 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: _____

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DEBARRED CERTIFICATION ACKNOWLEDGEMENT

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

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

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

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

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

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

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

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

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

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

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/Bidder

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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 _____

SAMPLE CONSTRUCTION AGREEMENT

REQUEST FOR QUOTE CC22-062 SUNSET RIDGE PARK TENNIS COURT RESURFACING

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

THIS CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into by and between the City of Victorville, a municipal corporation located in the County of San Bernardino, State of California, hereinafter referred to as the "City", and **CONTRACTOR NAME, FORM OF BUSINESS (CORPORATION, GENERAL CONTRACTOR, ETC.)** hereinafter referred to as the "Contractor". The City and the Contractor are sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties."

RECITALS:

WHEREAS, the City requires **PROJECT TITLE AND PROJECT NUMBER** (the Project);
and

WHEREAS, in light of the facts set forth above, the City desires to retain Contractor in connection with **PROJECT TITLE**; and

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 OF AGREEMENT**

This Agreement shall commence within **NUMBER (QTY) OF CALENDAR DAYS** after issuance of Notice to Proceed (the "Commencement Date") and shall terminate upon completion of the Project **NUMBER (QTY) OF CALENDAR DAYS** after Commencement Date (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.

Section 3. **TERMINATION OR SUSPENSION**

a. This Agreement may be terminated or suspended without cause by either Party at any time, provided that the Party initiating the termination provides the other Party at least thirty (30) days advance written notice of such termination or suspension. In the event of such termination, the

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City shall only be liable for payment under the payment provisions of this Agreement for satisfactory work rendered or supplies actually furnished prior to the effective date of termination.

b. This Agreement may be terminated or suspended with cause by either Party at any time, provided that the Party initiating termination provides the other Party at least ten (10) days advance written notice of such termination or suspension. In the event of such termination, the City shall only be liable for payment under the payment provisions of this Agreement for satisfactory work rendered or supplies actually furnished prior to the effective date of termination.

Section 4. CONTRACT DOCUMENTS; PRIORITY

a. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contract Documents are intended to be correlative and constitute Contractor's performance obligations:

1. This Agreement.
2. Exhibits A & B.
3. Notice Inviting Bids for the Project.
4. Specifications for the Project.
5. Special Provisions.
6. Accepted Proposal.
7. Non-Collusion Declaration.
8. Guaranty.

b. Interpretation. In the event of any conflict between any of the Contract Documents, the document highest in the order of precedence (from highest to lowest), as set forth in Subsection 4.a above shall control.

Section 5. CONTRACTOR'S OBLIGATIONS

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

Section 6. COMPENSATION

The Contractor agrees to receive and accept the following amount, not to exceed **SPELL OUT DOLLAR AMOUNT and 00/100 Dollars (\$000.00)**, 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, and for all risks of every description connected with the work, all expenses incurred by or in consequence of the suspension or discontinuance of work well and faithfully completing the whole work, thereof, according to the requirements of the agreement documents and to the satisfaction of **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, to wit: See **Exhibit "A", Scope of Work**.

Section 7. BID PROPOSAL FORMS

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

Section 8. PREVAILING WAGES

a. **State Wages** - In accordance with the provisions of California Labor Code Sections (1720,1770-1776, 1810, 1813 and 1815, as amended and applicable), 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 updated Wage Determination rates are available from the CITY and the State of California via the internet at www.dir.ca.gov. Additionally, copies of the prevailing rate of per diem wages and federal wage decision rates are on file at the City of Victorville Finance Department and shall be made available for review to any interested party on request. Notwithstanding anything in the Contract Documents to the contrary, Contractor and all subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the work contemplated by this Contract. Contractor shall be responsible for using the correct and current prevailing wage rates.

b. **AB219 (as applicable)** adds Section 1720.9 to the Labor Code, the hauling and delivery of ready-mixed concrete to carry out a public works contract, with respect to contracts involving state agency or any political subdivision of the state. Section 1720.9 defines the term "ready-mixed" concrete and specifies that the rate of pay shall be the current prevailing wage "for the geographical area in which the factory or batching plant is located" as determined by the DIR. The statute also requires a written agreement between the party hauling or delivering the ready-mixed concrete and the party that engaged its services. Nothing in Section 1720.9 shall cause any company to be treated as a contractor or subcontractor for any purpose other than the application of this chapter of the Labor Code.

c. The delivery company shall provide certified payroll records under Labor Code section 1776(a) to the party that engaged its services and to the general contractor within five working days after the employee has been paid, accompanied by a written time record within five working days after the employee has been paid, accompanied by a written time record. The time record must be certified by each driver for the performance of job duties.

d. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct State prevailing wage and compliance with the maintenance and inspection of payroll records, posting of prevailing wage rates at work site, employment of apprentices, and other requirements of California Labor Code Section 1720, et seq.; California Code of Regulations, Title 8, Section 16000 et seq.; and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its subcontractors.

NOTE: Confirmation of certified payroll submittal to the Department of Industrial Relations (DIR) is required with each invoice to the City. Payment of the invoice may be delayed when proof of certified payroll submittal is not included with the Contractor's invoice.

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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 performance of the work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses shall be held or obtained by the Contractor at its sole expense.

Section 12. COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE

Contractor shall procure and maintain at its own expense, during the term of this Agreement, commercial general liability insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers, and agents and independent contractors.

Contractor shall further procure and maintain, at its own expense, during the Term of this Agreement, commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) Combined Single Limit, covering any vehicle(s) utilized by Contractor or its officers, employees, servants, volunteers, or agents and independent contractors in performing the services required by this Agreement.

Section 13. COURSE OF CONSTRUCTION/INLAND MARINE INSURANCE

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

Section 14. ADDITIONAL INSURED

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, the City Attorney, are named as Additional Insureds.

Section 15. WAIVER OF SUBROGATION RIGHTS

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

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

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

b. The certificates of insurance shall bear an endorsement whereby it is provided that, in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of non-payment, ten (10) days' advance written notice shall be given.

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

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

e. The Commercial 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.

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Section 17. TIME OF THE ESSENCE

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

Section 18. INDEMNIFICATION

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

a. Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

b. Contractor will promptly pay any judgment rendered against the City, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officials, volunteers, officers, agents, and employees harmless there from;

c. In the event the City, its officials, officers, agents, volunteers or employees is made a Party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;

d. Contractor's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time;

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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.

Section 19. REPORTS

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

Section 20. RECORDS

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

b. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

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

Section 21. MODIFICATIONS AND AMENDMENTS

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

Section 22. ENTIRE AGREEMENT

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

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

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

Section 23. AMBIGUITIES

This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them.

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Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

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

Section 24. NOTICES

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

To the City: **INSERT DEPT. HEAD NAME & TITLE**
City of Victorville
14343 Civic Drive
Victorville, CA 92392

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

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

Section 25. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

Section 26. REVIEW BY ATTORNEYS

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

Section 27. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the work by

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

Section 28. CAPTIONS AND HEADINGS

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

Section 29. SUCCESSORS, HEIRS, AND ASSIGNS

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

Section 30. GENDER; PLURAL

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

Section 31. SEVERABILITY

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

Section 32. GOVERNING LAW

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

Section 33. CUMULATIVE REMEDIES

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

Section 34. VENUE

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

Section 35. ATTORNEY'S FEES

REQUEST FOR QUOTE CC22-062 SUNSET RIDGE PARK TENNIS COURT RESURFACING

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

Section 36. EFFECTIVENESS OF AGREEMENT

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

Section 37. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

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

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

Section 38. COUNTERPARTS

This Agreement may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Agreement.

(END OF THIS PAGE)

REQUEST FOR QUOTE CC22-062 SUNSET RIDGE PARK TENNIS COURT RESURFACING

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

THE CITY OF VICTORVILLE

CONTRACTOR

By: _____
INSERT DEPT. HEAD NAME AND TITLE OR MAYOR

By: _____
CONTRACTOR NAME AND TITLE

Dated: _____

Dated: _____

ATTEST (AS APPLICABLE, over 50K)

By: _____
**Jennifer Thompson,
City Clerk**

Dated: _____

THE CITY OF VICTORVILLE

APPROVED AS TO STANDARD FORM

By: _____
**Lee Brown,
Risk Manager**

By: _____
**Andre de Bortnowsky,
City Attorney**

Dated: _____

Dated: _____