

# REQUEST FOR QUOTE – CC12-041

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

DATE:

TO: Prospective Bidders

FROM: Purchasing Division - Celeste Calderon, Management Specialist (760) 955-5082,  
Fax (760) 269-0045, email [ccalderon@ci.victorville.ca.us](mailto:ccalderon@ci.victorville.ca.us)

PLEASE QUOTE THE FOLLOWING: SOUTHERN CALIFORNIA LOGISTIC AIRPORT (SCLA)  
SOIL TESTING

**QUOTE DUE DATE:** Bids will be received by the above **until 2:00 p.m., PST, Thursday, March 15, 2012** for the work to be done as described in the document entitled Specifications. Bids may be submitted by mail, fax, email, or in person to Celeste Calderon (City of Victorville, 14343 Civic Drive, Victorville, CA 92392). Please note City Hall is closed Fridays. There will be no public opening of bids received

**PROJECT NAME: SCLA SOIL TESTING**

## Background

Within the housing area of Former George Air Force Base the pesticides Aldrin and Dieldrin were used to control termites. In 2002 the soil in this area was tested for Organochloride Pesticides and in several locations elevated levels of Aldrin and Dieldrin were detected. In 2005 the Air Force advised the City that these levels of pesticides may present a danger to human health if soils are inhaled, ingested, or contacted by skin. The City is currently designing a sewer force main with an alignment through the abandoned housing area.

## Scope of Work

The City is requesting quotes to sample and re-test 7 (seven) of the previous 2002 sample locations and to sample and test 11 (eleven) new locations directly along the force main alignment. The 7 existing sample locations shall be tested to a depth of 1' (one foot) and the 11 new sample locations shall be tested at both 1' (one foot) and 5' (five feet) deep. The testing shall be performed per EPA Method SW8081A or SW8081B. The attached map shows the desired sample locations. Please provide pricing per sample and depth as the number requested may change slightly.

## **PROPOSAL REQUIREMENTS AND CONDITIONS**

A bid proposal form is included herein. Additional bid proposal forms may be obtained from the Purchasing Section in the Finance Division of the Administrative Services Department, City of Victorville shall not be deemed liable for any costs incurred by bidder in the preparation, submittal, or presentation of their bids.

The City of Victorville Web Page, <http://ci.victorville.ca.us> – under the header “Purchasing Bids” will contain a copy of this document as well as a summary of any/all applicable addenda.

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Please reference "**Request for Quote #CC12-041**" when contacting City of Victorville regarding this solicitation. Inquiries regarding this solicitation should be directed to:

Celeste Calderon, Management Specialist  
Phone (760) 955-5082, Fax (760) 269-0045  
Email: [ccalderon@ci.victorville.ca.us](mailto:ccalderon@ci.victorville.ca.us)

Please direct any technical questions to:

Christy Stevens, Junior Engineer  
Phone: (760) 955-2743  
Email: [csteven@ci.victorville.ca.us](mailto:csteven@ci.victorville.ca.us)

Any prospective bidder desiring an explanation or interpretation of the solicitations, drawings, specifications, etc., must request it in writing to the Administrative Services Department Finance Division Purchasing Section. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all prospective bidders as an amendment to the solicitation, if that information is necessary to in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

## **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 Administrative Services Department Finance Division Purchasing Section and shall be made available to any interested party, on request. Bidders shall be responsible for using up-to-date prevailing wage rates.

**NOTE:** WEEKLY CERTIFIED PAYROLL, AND DAILY SIGN-IN SHEETS are **required** with each invoice to the City. EMPLOYEE INFORMATION SHEETS must also be filled out and returned for each employee (see Exhibits B-D). Payment of the invoice may be delayed when a certified payroll is not included with the contractor's invoice.

## **APPRENTICES ON PUBLIC WORKS**

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

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## CONTRACT TERMS AND CONDITIONS

### 1. AWARD OF CONTRACT

City of Victorville reserves the right to accept or reject any and all bids and to award a contract to the bidder who best meets its requirements. Relevant factors which shall be considered in evaluating the bids are: completeness and accuracy of bid, to include acknowledgement of any applicable addendum(s); length and nature of warranties; past experiences of 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.

City of Victorville further reserves the right to award the contract to other than the lowest Bidder or to award to one or more bidders if such action is deemed to be in the best interest of the City of Victorville.

### 2. TERM OF CONTRACT

The term of this contract shall begin (TBD) and will expire on (TBD).

### 3. CONTRACT EXECUTION

The successful bidder shall execute a Contract with the City of Victorville for the services to be provided. A sample contract is provided as **Exhibit "A"** at the end of this RFQ.

### 4. PAYMENT

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

Upon approval by the City Engineer and or the designee, of the Contractor's estimate of work completed, the City of Victorville will make a progress payment to the Contractor equal in amount to the approved estimate less a retention of ten (10) percent and less the total of all previous payments.

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

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

1. No workmen were required or permitted to work more than eight (8) hours in any one calendar day, except in cases of emergency, and except as provided by law.

2. Not less than the prevailing rates, as set forth in the Contract for this work, have been paid all laborers, workmen, and mechanics employed to perform this work.

3. There were no substitutions of subcontractors, no assignment or transferences of subcontractors, except as approved by the City Engineer, or the designee.

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4. All of the provisions of the Victorville Municipal Code, pertaining to non-discrimination in employment have been complied with.

5. The Record Drawings maintained on the job have been noted with all changes made subsequent to the previous request for payment.

6. The Shop Drawings and Wiring Diagrams have been submitted and approved by the Contractor or the Consultant, City Engineer, or the designee, as applicable.

**The City shall make payments on any properly completed payment request submitted by the Contractor. The payment request shall not be deemed properly completed unless certified payrolls and sign-in sheets have been properly completed and submitted on a weekly basis, for each week worked during the time period covered by said payment request.**

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

Upon completion of the work, and following final inspection and acceptance of the work by City of Victorville Engineering Department, the Contractor may request final payment for the work by submitting the appropriate invoices and lien releases.

6. **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.

7. **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 City Engineer? at the Contractor's expense.

8. **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.

9. **PROTECTION OF EXISTING UTILITIES**

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. City of Victorville 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.

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## 10. INSURANCE

Limits of Insurance:

- 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) 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 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**
  - a. 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.
  
  - b. 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

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions 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 retentions 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 be endorsed to contain, the following provisions:

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

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

- C. 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.
- D. The supplier agrees to protect, defend, indemnify and hold harmless the City of Victorville, its officers, directors, agents, employees, servants, and volunteers free and harmless from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including employees of the City of Victorville and the supplier) and damage to property, directly or indirectly out of the obligations herein undertaken or out of the operations conducted by the contractor, its employees, agents, representatives or subcontractors under or in connection with this contract.
- E. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects 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.
- F. 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.
- G. 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.
- H. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice, by certified mail return receipt requested, has been given to the City of Victorville. In the case of non-payment, ten (10) days' advance written notice shall be given.
- I. Acceptability of Insurers: Insurance is to be placed with insurers that have a current AM. Best's rating of no less than A:VII.
- J. Subcontractors: The Contractor shall include all subcontractors as insured's under the policies, or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

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**11. GUARANTY**

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

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

**12. PERMITS AND LICENSES**

The Contractor shall obtain all necessary licenses and permits, including business licenses, and encroachment permits from the City of Victorville to accomplish the work. Permits for the City of Victorville related contracts are to be obtained at no cost. The awarded vendor must have a valid California Contractor's License or **Specialty License or Certification**. The Contractor 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 of Victorville and shall honor all correction notices issued by same. All contacts, regarding inspections, shall be made to the appropriate department within the City of Victorville.

**13. TERMINATION FOR CONVENIENCE**

The City of Victorville may, by written notice, terminate this contract in whole or in part, when deemed in the City of Victorville best 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.

**14. TERMINATION FOR DEFAULT**

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.

**15. PREFERENCE TO LOCAL VENDORS**

The City Council, in awarding bids pursuant to Section 2.28.140 of the Municipal Code, may at its discretion grant qualified local vendors a bidding preference of three percent (3%). Such preference, however, shall not exceed aggregate sum of one thousand dollars (\$1,000.00) for any contract awarded under this project, a "local vendor" is defined as any individual, partnership or corporation which regularly maintains a place of business and an inventory of merchandise for sale within the corporate limits of the City of Victorville.

**16. 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

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such person is properly documented and legally entitled to be employed within the United States.

**17. DISPUTES**

Any controversy or claim arising out of or relating to the provisions of this Agreement or the breach thereof shall be settled by arbitration, in accordance with the Rules of the American Arbitration Association. The parties may agree to some other form of alternative dispute resolution. Should either party file a court action to resolve any dispute pertaining to this Agreement, any court action shall be initiated in the County of San Bernardino.

**18. 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.

**19. 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.).

**20. NON-COLLUSION AFFIDAVIT**

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

**21. 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 or willful misconduct of SCLAA 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 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 City of Victorville, its officials, volunteers, officers, agents, and employees harmless therefrom;

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- (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 the City of Victorville.
- (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.

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## CITY OF VICTORVILLE

### SUBMISSION CERTIFICATION

I hereby submit to the City of Victorville the following bid proposal for work outlined in plans and specifications entitled “**SCLA SOIL TESTING, Project CC12-041.**” All of the following documents (check below) are completed, fully executed, and included in my bid as required in the bid document:

- Submission Certification (Page 12)
- Bid Schedule (Page 13-14)
- Proposer Identification (Page 15)
- Guaranty (Page 16)
- Worker’s Compensation Certificate (Page 17)
- Customer References (Page 18)
- Addenda Acknowledgement (Page 19)

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 BID SCHEDULE

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

Note: All prices to include all appropriate taxes and any/all discounts.

### THIS PROJECT IS SUBJECT TO STATE PREVAILING WAGE RATE

The testing shall be performed per EPA Method SW8081A or SW8081B (see attached map showing the desired sample locations)

ITEM	DESCRIPTION	EACH LOCATION	TOTAL COST
1.	(7) Seven existing sample locations shall be re-sampled and tested at (1') one foot depth		
2.	(11) Eleven new sample locations – shall be sampled and tested at (1') one foot		
3.	(11) Eleven new sample locations – shall be sampled and tested at (5') five feet		
4.	Other fee (please specify)		
	<b>TOTAL BID</b>		\$

Grand Total in Words: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

FOB: Victorville, CA (Shipping Prepaid)

Bidder: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name printed Title

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## CITY OF VICTORVILLE PROPOSER IDENTIFICATION

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

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## CITY OF VICTORVILLE

### GUARANTY

TO THE CITY OF VICTORVILLE, CALIFORNIA

The undersigned guarantees the completion of “**SCLA SOIL TESTING**”

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

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

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

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

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

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

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

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## CITY OF VICTORVILLE

### WORKERS' COMPENSATION CERTIFICATE

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

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

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Signature

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Company Name

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Printed Name

---

Business License Number

---

Title

---

Date

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## CITY OF VICTORVILLE CUSTOMER REFERENCES

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

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

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## ADDENDA ACKNOWLEDGMENT

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

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

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

ADDRESS \_\_\_\_\_

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

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

**SAMPLE**

**CONSULTANT/PROFESSIONAL SERVICES  
STANDARD PROVIDER AGREEMENT  
BY AND BETWEEN  
THE CITY OF VICTORVILLE  
AND  
[CONSULTANT]**

*[TITLE OF PROJECT]*

**THIS CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT** (hereinafter “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 [CONSULTANT], a [STATE FORM OF BUSINESS], hereinafter referred to as “Consultant.” City and Consultant are sometimes hereinafter referred to individually as a “Party” and collectively referred to as the “Parties.”

**RECITALS:**

**WHEREAS**, the City requires [DESCRIBE CONSULTANT PROFESSIONAL SERVICES] for [DESCRIBE PROJECT], and;

**WHEREAS**, Consultant represents that it is fully qualified to perform the consulting and/or professional services required for performance under this Agreement by virtue of its experience and the training, education and expertise of its principals and its employees; and

**WHEREAS**, in light of the facts set forth above, the City desires to retain the services of a qualified Consultant to provide, on an independent contractor basis, [DESCRIBE SERVICES].

**NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, 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 fully herein.

**Section 2. SCOPE OF SERVICES**

Consultant shall provide to the City those services set forth in the Scope of Services, attached hereto as Exhibit “A”, and incorporated as part of this Agreement by this reference.

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## **Section 3. COMPENSATION**

The City shall pay to Consultant a sum not to exceed \_\_\_\_\_ DOLLARS (\$0,000,000.00) for faithful performance of the services to be rendered under this Agreement, subject to the Payment Schedule provisions of Section 4, below (as may be applicable). No expense reimbursements, including, but not limited to, reimbursements for travel, parking, lodging, and/or meals shall be paid to Consultant unless such expense reimbursements: (i) are specifically provided for and described by nature and type in Exhibit "B", below; (ii) appear on Consultant's monthly invoices to City; (iii) are supported by the appropriate receipts and other such documentation as City shall require; and (iv) are directly related to the Scope of Services to be performed under this Agreement. In addition, any and all reimbursements shall be made in accordance with any City policy governing same.

## **Section 4. PAYMENT SCHEDULE**

The City shall pay Consultant as provided in the Payment Schedule, attached hereto as Exhibit "B," (as may be applicable), and incorporated as part of this Agreement by this reference. The provisions of Exhibit "B" notwithstanding, in order to receive payments, Consultant shall be required to submit to the City detailed monthly invoices which include, if applicable, a description of all services/tasks performed, the number of hours expended on each service/task, the name of the person performing the service/task, and expense reimbursement information, if any, as required by Section 3, above. Provided that services have been satisfactorily rendered, invoices shall be paid by the City approximately thirty (30) working days following receipt of Consultant's invoice.

## **Section 5. PERFORMANCE SCHEDULE**

Consultant shall perform the services required under this Agreement as provided in the Performance Schedule, attached hereto as Exhibit "C," (as may be applicable), and incorporated as part of this Agreement by this reference.

## **Section 6. TERM OF AGREEMENT**

This Agreement shall be for a Initial Term of **[NUMBER of MONTHS]**, commencing on **[COMMENCEMENT DATE]** (the "Commencement Date") and expiring on **[TERMINATION DATE]** (the "Termination Date") (the "Term"), unless terminated earlier pursuant to Section 21 of this Agreement. 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 21 below.

**[IF NO OPTION PERIODS -- DELETE THIS SECTION FROM THE AGREEMENT IN IT'S ENTIRETY]**--This Agreement may be extended for **[NUMBER OF YEARS, MONTHS, ETC.]** additional one-year periods (hereinafter "Option Periods"), at the option of City, subject to satisfactory performance as determined by the City. City shall give Consultant sixty (60) days advance written notice prior to the expiration 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 decide to exercise its option(s) to extend.

In the event City does not give Consultant 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 21 below. Should the City fail to give Consultant the sixty (60) days written notice of its intention to exercise any Option Period, the City may, in its sole discretion, elect to exercise any Option Period at a later date, following written inquiry from Consultant.

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## **Section 7. INDEPENDENT CONTRACTOR STATUS**

It is the express intention of the parties that Consultant is an independent contractor and not an employee, agent, joint venturer, or partner of City. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between City and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes or any other purpose. Consultant shall retain the right to perform services for others during the term of this agreement.

## **Section 8. REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING INDEPENDENT CONTRACTOR'S STATUS OF CONSULTANT**

a. Consultant represents and acknowledges the following:

(1) The City is not required to provide any training or legal counsel to Consultant or its employees in order for Consultant to perform the services described in this Agreement.

(2) Performance of the services described in this Agreement do not have to be integrated into the daily business operations of the City.

(3) The services described in this Agreement can be performed without the use of City equipment, materials, tools, or facilities, unless otherwise provided under a separate agreement.

(4) Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with Consultant on a continuing basis after termination of this Agreement.

(5) The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage, or other such compensation to any person employed by Consultant to perform the services described in this Agreement.

(6) Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the City.

b. The City represents and acknowledges the following:

(1) Consultant is solely responsible for determining who, under the supervision or direction of Consultant, will perform the services set forth in this Agreement.

(2) The City will not hire, supervise, or pay any employees or assistants working for Consultant pursuant to this Agreement. Nothing contained in this Agreement shall prevent the City from hiring Consultant's employees or assistants after termination of this Agreement.

(3) Nothing in this Agreement shall be interpreted to imply that Consultant must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.

(4) It is the sole responsibility of Consultant to set the hours in which Consultant performs or plans to perform the services set forth in this Agreement.

(5) Consultant is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.

(6) Unless deemed necessary under certain circumstances, Consultant is not required to perform the services set forth in this Agreement at City Hall or on City-owned property.

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(7) Other than attendance at required public meetings and public hearings, and complying with the provisions of the Performance Schedule set forth in Exhibit C and any procedural requirements set forth by law, Consultant is not required to perform the services set forth in this Agreement in any particular order or sequence.

(8) Nothing in this Agreement shall be interpreted to preclude Consultant from working for other persons or firms, provided that such work does not create a conflict of interest.

## **Section 9. NOT AGENT OF THE CITY**

a. Nothing contained in this Agreement shall be deemed, construed, or represented by the City or Consultant or by any third person to create the relationship of principal and agent.

b. Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind the City to any obligation whatsoever.

## **Section 10. LICENSES AND PERMITS**

Consultant represents that it has obtained and will maintain at all times during the Initial Term (and during any Option Periods, if applicable) of this Agreement all business licenses, including but not limited to a City of Victorville business license, professional licenses or certifications, or permits necessary for performing the services described in this Agreement.

## **Section 11. STANDARD OF PERFORMANCE; WARRANTY**

a. Consultant agrees to perform all services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar services under similar conditions in the same or similar locality. Such services shall also be performed in a manner which is reasonably satisfactory to the **[INSERT DEPT. HEAD NAME AND TITLE]**, or his/her designee.

b. By executing this Agreement, Consultant warrants that it:

(1) Has thoroughly investigated and considered the services and work to be performed;

(2). Has investigated the issues regarding the scope of services to be provided;

(3) Has carefully considered how the services and related work should be performed; and

(4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

## **Section 12. FAMILIARITY WITH WORK**

Should Consultant discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any services, except at Consultant's risk, until written instructions are received from **[INSERT DEPT. HEAD NAME AND TITLE]** or his/her designee.

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## **Section 13                    CONFLICTS OF INTEREST**

Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's services under this Agreement. Consultant further covenants that in the performance of services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

## **Section 14.                    COMPLIANCE WITH LAWS**

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

## **Section 15.                    COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE**

a. Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during any Option Periods, if applicable), 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 Consultant or its officers, employees, servants, volunteers, and agents and independent contractors.

b. Consultant shall further procure and maintain, at its own expense, during the Initial Term of this Agreement, (and during any Option Periods, if applicable), 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 utilized by Consultant or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.

## **Section 16.                    WORKERS' COMPENSATION INSURANCE**

a. Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during any Option Periods, if applicable), Workers' Compensation Insurance, providing coverage as required by the California State Workers' Compensation Law.

b. If any class of employees employed by the Consultant pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Consultant shall provide adequate insurance for the protection of such employees to the satisfaction of the City.

## **Section 17.                    PROFESSIONAL LIABILITY INSURANCE**

Professional Liability Insurance or Errors and Omissions insurance as appropriate to Consultant's profession shall be required and written on a policy form specifically designed to provide coverage for and protect against the negligent acts, errors and omissions of the Consultant in the performance of the services required by this Agreement. A minimum limit of \$1,000,000 per claim and in the aggregate must be provided.

## **Section 18.                    ADDITIONAL NAMED INSURED**

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation policy, shall

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be endorsed to name the City and its officers, employees, servants, volunteers, agents and independent contractors, including, without limitation, the City Attorney, as Additional Insured's.

## **Section 19. WAIVER OF SUBROGATION RIGHTS**

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

## **Section 20. PROOF OF INSURANCE COVERAGE; REQUIRED ENDORSEMENTS**

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

b. The policies and certificates of insurance shall be endorsed to provide 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 cancellation for non-payment, ten (10) days advance written notice shall be given.

c. Each policy and certificate of insurance shall be endorsed to provide that the policy shall not be terminated or expire without first providing thirty (30) days written notice to the City of such termination or expiration.

d. Each policy and certificate of insurance shall be endorsed to provide that the policy will be maintained throughout the Initial Term (and during any Option Periods, if applicable), 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 Agreement, Consultant's coverage shall be primary with respect to the City. Any insurance maintained by the City shall be in excess of Consultant's insurance and shall not contribute with it."

## **Section 21. TERMINATION OR SUSPENSION**

a. This Agreement may be terminated or suspended without cause by either Party at any time, provided that the Party initiating the termination provides the other Party at least thirty (30) days advance written notice of such termination or suspension. In the event of such termination, the City shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

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

## **Section 22. TIME OF THE ESSENCE**

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

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## **Section 23.                  INDEMNIFICATION**

a. Consultant shall defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents, from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys fees, for any personal injuries, deaths, or property damage (including property owned by the City), which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such losses or damages are proven to be caused by the City's own negligence or willful misconduct, or that of its officers or employees.

b. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

## **Section 24.                  REPORTS**

Upon request by **[INSERT DEPT. HEAD NAME AND TITLE]** or his/her designee, or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the services required by this Agreement.

## **Section 25.                  RECORDS**

a. Consultant 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/her designee to evaluate the cost and the performance of such services.

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

c. **[INSERT DEPT. HEAD NAME AND TITLE]** or his/her 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 Consultant hereunder shall be retained by Consultant and made available to **[INSERT DEPT. HEAD NAME AND TITLE]** or his/her designee for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

## **Section 26.                  RESERVED**

## **Section 27.                  CONFIDENTIALITY; OWNERSHIP OF WORK**

a. Any and all documents and information obtained from the City or prepared by Consultant for the City shall be kept strictly confidential unless otherwise provided by applicable law. All City data, documents and information shall be returned to City upon termination of the Agreement.

b. Any drawings, specifications, reports, records, documents, or other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of **[INSERT DEPT. HEAD NAME AND TITLE]** or as required by applicable law.

# REQUEST FOR QUOTE – CC12-041

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c. Consultant shall not disclose to any other entity or person any information regarding the activities of the City, except with the prior written approval of **[INSERT DEPT. HEAD NAME AND TITLE]** or as required by applicable law.

d. All original documents, reports, designs, computer files and all other materials prepared by Consultant in the course of performing the services pursuant to this Agreement, whether completed or in progress, are the property of the City and shall be surrendered to the City upon the completion of Consultant's services or when requested by **[INSERT DEPT. HEAD NAME AND TITLE]**. Such materials may be used, reused or otherwise disposed of by the City without the permission of Consultant.

e. Consultant's covenants under this Section 28 shall survive the termination of this Agreement.

## **Section 29. PRINCIPAL REPRESENTATIVES**

a. **[SERVICES REP.]** is designated as the principal representative of Consultant for purposes of communicating with the City on any matter associated with the performance of the services set forth in this Agreement.

b. **[INSERT DEPT. HEAD NAME AND TITLE]** shall be the principal representative of the City for purposes of communicating with Consultant on any matter associated with the performance of the services set forth in this Agreement.

c. Either Party may designate another individual as its principal representative by giving written notice of such designation to the other Party.

## **Section 30. MODIFICATIONS AND AMENDMENTS; EXTRA SERVICES**

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

b. During the Initial Term and (during any Option Periods, if applicable) of this Agreement, the City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of **[TITLE OF PROJECT]**, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written instrument signed by both Parties shall be required to authorize performance of and payment for Extra Services.

## **Section 31. ENTIRE AGREEMENT**

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

b. This Agreement contains all of the covenants and agreements between the Parties with respect to the subject matter of this Agreement, and each Party to this Agreement 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.

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



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## **Section 37.                  **ASSIGNMENT****

This Agreement shall not be assigned by either Party without prior written consent of the other Party.

## **Section 38.                  **CARE OF WORK****

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

## **Section 39.                  **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 40.                  **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 41.                  **GENDER****

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 42.                  **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 43.                  **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 44.                  **DEFAULT****

a. Failure or delay by any Party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the Party who is otherwise claimed to be in default by the other Party commences to cure, correct, or remedy the alleged default within fifteen (15) days after receipt of written notice specifying such default and shall diligently complete such cure, correction, or remedy, such Party shall not be deemed to be in default hereunder.

b. The Party claiming that a default has occurred shall give written notice of default to the Party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured Party shall have no right

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to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default by any Party to this Agreement may remain uncured for more than fifteen (15) days following written notice, as provided above, the injured Party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

## **Section 45. 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 46. 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 47. ATTORNEYS' FEES**

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement, or as a result of any alleged breach of any provision of this Agreement, the prevailing Party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

## **Section 48. EFFECTIVENESS OF AGREEMENT**

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

## **Section 49. 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.

# REQUEST FOR QUOTE – CC12-041

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

THE CITY OF VICTORVILLE

CONSULTANT

\_\_\_\_\_  
(Insert Department Head, Name and Title)

By: \_\_\_\_\_  
Name and Title

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

Date: \_\_\_\_\_

CITY OF VICTORVILLE

APPROVED AS TO STANDARD  
FORM

Chuck Buquet, Risk Manager

Andre de Bortnowsky,  
City Attorney

\_\_\_\_\_

\_\_\_\_\_

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

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

***See Attachment***

Please look at Exhibit listings to coincide with what is listed in the body of document.

## **EXHIBIT B**

### **PAYMENT SCHEDULE**

***See Attachment***

**EXHIBIT C**  
**PERFORMANCE SCHEDULE**

***See Attachment***

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## EXHIBIT B

### DAILY SIGN-IN LIST

(TO BE SUBMITTED WITH WEEKLY CERTIFIED PAYROLL)

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

Project No. \_\_\_\_\_ Date: \_\_\_\_\_

Company Name	Employee Name (PRINTED)	Employee Signature	Work Classification	Time In	Time Out

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**EXHIBIT C  
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 FEDERAL DAVIS BACOR WAGE RATE REQUIREMENT.

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

EMPLOYEE SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

