



**Demolition of Residence and Outbuildings
and
Removal & Disposal of all Associated Debris
Contract Documents**

**Bid Opening Date: August 16, 2019
Bid Closing Date: September 5, 2019**

**Project Location: 1414 South Street
Corning, CA 96021**

**Contact: Dan Redding
530/824-7029**



Set No.: ____



CITY OF
CORNING
DEMOLITION OF RESIDENCE AND OUTBUILDINGS
AND
REMOVAL AND DISPOSAL OF ALL ASSOCIATED DEBRIS
1414 South Street, Corning, CA

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All Contractors submitting a Proposal
MUST
be on the City of Corning's
Demolition of Residence and Outbuildings
and
Removal & Disposal of all Associated Debris
Project Plan Holders List.

To be placed on the Plan Holders List, please submit your information:

- ❖ **Company Name:**
- ❖ **Contact:**
- ❖ **Email:**
- ❖ **Phone Number:**
- ❖ **Address:**

Contact information must be received by the City at least
4 business days prior to bid opening date:

Thursday, September 5, 2019 at 4 p.m.

Submit to: City of Corning

Attn: Angel

angela@corning.org

(530) 824-0729; or

Register online at: **<http://ciplist.com>**

1414 South St Demo & Debris Removal

Bid Packet Page 3

CITY OF CORNING
NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that pursuant to the order of the City Council of the City of Corning Sealed Bids will be received by the City Clerk of the City of Corning, 794 Third Street, Corning, California 96021 until **4 p.m., Thursday, September 5, 2019**. At that time, all bids will be publicly opened, examined and declared for construction of:

CITY OF CORNING
DEMOLITION OF RESIDENCE AND OUTBUILDINGS
AND REMOVAL AND DISPOSAL OF ALL ASSOCIATED DEBRIS
at 1414 South Street, Corning, CA

BIDS RECEIVED AFTER THIS DATE/TIME WILL NOT BE ACCEPTED OR CONSIDERED. POSTMARKS WILL NOT BE CONSIDERED.

The work consists, in general, of furnishing all labor, equipment, tools, materials and incidentals for demolition of a residential home, outbuildings and their contents, and the removal and disposal of all related materials associated with this project in compliance with Federal, State, County and local government and environmental laws and regulations, including, but not limited to Cal OSHA requirements regarding the handling of asbestos, and following transportation and disposal requirements. Asbestos NESHAP notification is not required for this project. Contractor must comply with the California Green Building Code whereby the Contractor must recycle and/or salvage for reuse a minimum of 65% of the non-hazardous demolition waste. Contractor **will** coordinate with the Tehama County Solid Waste Management Agency to develop a Pre-Demolition Plan at 530/528-1103 or by email at rross@co.tehama.ca.us. **Contractor shall complete all work within 45 working days of execution of the Contract and issuance of the Demolition Permit, anticipated to be September 11, 2019.**

There will be a **MANDATORY** pre-bid walk through Monday, August 26, 2019 at 9:00 a.m. at the project site located at 1414 South Street, Corning, CA.

All bids must be submitted on standard bid forms provided by the City of Corning and presented in sealed envelopes with **"SEALED BID – DEMOLITION OF RESIDENCE AND OUTBUILDINGS, DEBRIS REMOVAL AND DISPOSAL AT 1414 SOUTH STREET, CORNING, CA - DO NOT OPEN"** clearly marked on the outside of the envelope. All Proposals submitted will be opened and read promptly following the closing period. Proposal results will be presented September 10, 2019 at the 6:30 p.m. Corning City Council meeting for award.

No proposal will be accepted unless it is made on a Proposal form furnished by the City of Corning. Each Proposal must be accompanied by cash, certified or cashier's check, or bidder's bond payable to the City of Corning for an amount equal to ten percent (10%) of the amount Bid, such guaranty to be forfeited should the Bidder to whom the Contract is awarded fail to execute the contract Documents.

In accordance with the provisions of Section 1770, and following, of the Labor Code of the State of California, the City of Corning has ascertained that the general prevailing rate of wages applicable to the locality in which the work is to be done will be listed in the "General Prevailing Wage Rates as determined by the Director of Industrial Relations," which is on file at City Hall and available from the California Department of Industrial Relations Internet website at www.dir.ca.gov.

It is mandatory that the Contractor to whom the Contract is awarded and any Subcontractor under him pay not less than said specified rates to all persons employed by them or either of them in the execution of the Contract. The successful Bidder shall post a copy of such determination at the job site.

- ❖ No Contractor or Subcontractor may be listed on a Bid Proposal for a Public Works Project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- ❖ No Contractor or Subcontractor may be awarded a Contract for public work on a Public Works Project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- ❖ This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

No proposal will be accepted from a Contractor who is not currently licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code. Subcontractors shall also be licensed as required by said code. The work to be done will require a Class "B" General Contractor License.

A Contractor and/or Subcontractor shall not be qualified to bid on, be listed in a Bid Proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

Contract Documents, including Plans and Specifications, may be obtained at the office of the City Clerk at City Hall, 794 Third Street, Corning, CA 96021, (Angel: 530-824-7029) or on the City website at www.corning.org.

Contract Documents, including Plans and Specifications, are available for inspection at:

- ❖ Construction Bidboard (eBidboard), 11622 El Camino Real, San Diego, CA 92130;
- ❖ McGraw-Hill Construction Dodge, www.construction.com;
- ❖ Shasta Builder's Exchange, 2990 Innsbruck Drive, Redding, California;
- ❖ Nevada County Contractors' Association, www.nccabuildingpros.com;
- ❖ Placer County Contractors Association, Inc., www.pccamembers.com;
- ❖ Valley Contractor's Exchange, 951 E. 8th Street, Chico, California; or
- ❖ City of Corning Website at www.corning.org.

Only one Contract will be awarded. The Contract, if awarded, will be awarded to the lowest responsible Bidder as determined by the City. The City of Corning reserves the right to waive irregularities, accept or reject any and all Bids, and make that award which is in the best interest of the City. If two or more Bids are the same and the lowest, contract award will be the sole discretion of the City.

Bidders are hereby notified that in accordance with the provisions of Government Code Section 4590, securities may be substituted for any monies which the City may withhold pursuant to the terms of the Contract to insure performance.

By: Lisa M. Linnet, City Clerk
City of Corning

Project Release Date: August 16, 2019
Published: August 16, 2019 and August 23, 2019

LEGAL NOTICE
NOTICE OF CALL FOR SEALED BIDS
for
DEMOLITION OF RESIDENCE AND OUTBUILDINGS
AND REMOVAL AND DISPOSAL OF ALL ASSOCIATED DEBRIS
1414 South Street
Corning, CA 96021

NOTICE IS HEREBY GIVEN, that pursuant to the order of the City Council of the City of Corning, Sealed Bids will be received by the City Clerk of the City of Corning until the hour of 4:00 p.m. on Thursday, September 5, 2019 at Corning City Hall, 794 Third Street, Corning, CA 96021. At that time all Bids will be publicly opened and read for the demolition of residence and outbuildings and removal and disposal of all associated debris on property located at 1414 South Street, Corning, CA. Bids will be presented for award at the September 10, 2019 City Council Meeting.

A mandatory Pre-Bid Walk-Through led by Building Official Dan Redding will be held on Monday, August 26, 2019 at 9:00 a.m. at 1414 South Street. Mr. Redding can respond to any questions at that time.

Specifications, Bid Form and Contract may be obtained at Corning City Hall, 794 Third Street, Corning, CA, on our website at www.corning.org, or by calling (530) 824-7033. All Bids shall be submitted in a sealed envelope plainly marked on the outside **"SEALED BID – DEMOLITION, DEBRIS REMOVAL AND DISPOSAL AT 1414 SOUTH STREET, CORNING, CA – DO NOT OPEN"**.

The City Council of the City of Corning reserves the right to reject any and all Bids and to waive any irregularity in the Bid.

Lisa M. Linnet
City Clerk

Published: Friday, August 16, 2019
Friday, August 23, 2019

1414 South St. Demo & Debris Removal Bid Packet Page 6



INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

Each Proposal shall be in accordance with the Contract Documents prepared by City of Corning. Contract Documents are available at the Corning City Hall, 794 Third Street, Corning California, as specified in the Notice to Contractors.

B. PRE-BID WALK THROUGH

It is the responsibility of the Bidder to be informed of and attend any pre-bid walk through. **There will be a MANDATORY pre-bid walk through Monday, August 26, 2019 at 9:00 a.m. at the project location, 1414 South Street, Corning, CA.**

C. DEFINITION OF TERMS

- 1. CONTRACT DOCUMENTS:** The Contract Documents consist of the Notice to Contractors, Instructions to Bidders, Specifications, Proposal, Contract, General Conditions, Plans, and any Addenda.
- 2. CONTRACT:** The Contract is the written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. It includes supplemental agreements amending or extending the work contemplated and which may be required to complete the work agreements covering alterations, amendments or extensions to the Contract and includes Contract Change Orders.
- 3. CITY AND CONTRACTOR:** The City, their representative, and the Contractor are those mentioned as such in the documents. They are treated throughout the Contract Documents as if each were of the singular number and the masculine gender.
- 4. BIDDER:** Any individual, firm, partnership, or corporation submitting a Proposal for the work contemplated, acting directly or through a duly authorized representative.
- 5. PROPOSAL:** The offer of a Bidder for the work when made out and submitted on the prescribed Proposal form, properly signed and guaranteed.
- 6. PROPOSAL GUARANTEE:** The cash, cashier's check, certified check or Bidder's Bond accompanying the Proposal submitted by the Bidder, as a guarantee that the Bidder will enter into a Contract with the City for the performance of the work if the Contract is awarded to him.
- 7. DATE OF EXECUTION OF THE CONTRACT:** The date on which the Contract is signed by the City's authorized representative.
- 8. DAYS:** Unless otherwise specifically stated, the term "days" will be understood to mean working days.
- 9. WORK:** The term "work" means all the work specified, indicated, shown or contemplated in the Contract Documents, including all alterations, amendments or extensions thereto made by Contract Change Order or other written orders of the City or their representative.



INSTRUCTIONS TO BIDDERS

10. SPECIFICATIONS: The term "specifications" refers to the terms, provisions and requirements contained herein and referred to as General Conditions, Special Conditions and Technical Specifications. Where Standard Specifications such as those of ASTM, AASHTO, etc., have been referred to, the applicable portions of such Standard Specifications shall become a part of these Contract Documents.

11. PLANS: If applicable, the term "Plans" refers to the official Plans, profiles, cross sections, elevations, details and other working drawings and supplementary drawings, or reproductions thereof, signed by the City or their representative, which show the location, character, dimensions, and details of the work to be performed. Plans may either be bound in the same book as the balance of the Contract Documents or bound in separate sets and are a part of the Contract Documents regardless of the method of binding.

D. PREPARATION AND SUBMISSION OF PROPOSALS

Proposals must be submitted on the forms bound in the Contract Documents, or facsimiles thereof, and must be signed by the Bidder or his authorized representative. Any corrections to the entries made on the Proposal forms must be initialed by the person signing the Proposal.

Bidders **must bid on all items appearing on the Proposal form**, unless specific directions allow for partial bids. Failure to bid all items may disqualify the Proposal. If bids on all items are not required, Bidders shall insert the words "No Bid" where appropriate. Alternate bids will not be considered unless specifically called for in the Proposal.

Electronic Proposals will not be considered. Modifications to Proposals already submitted will be allowed if received in writing, or by fax, prior to the time fixed in the Notice to Contractors for opening of Proposals. Modifications shall be submitted as such and shall not reveal the total amount of either the original or revised Proposal.

To ensure consideration, the Proposal should be enclosed in a sealed envelope, clearly marked PROPOSAL which also bears the name of the project and the date and time set for opening Proposals. The sealed envelope containing the Proposal should be filed at the place and before the time set for opening of Proposals. Proposals received after the time indicated will be returned unopened.

E. WITHDRAWAL OF PROPOSALS

Any Bidder may withdraw his Proposal, either personally or by written request at any time prior to the scheduled closing time for receipt of Bids. No Bidder may withdraw his Bid for a period of 30 days after the date set for opening. Negligence on the part of the Bidder in preparing his Bid shall not constitute a right to withdraw his Bid subsequent to the bid opening.

F. PROPOSAL GUARANTEE

Proposals shall be accompanied by cash, certified check, cashier's check or Bidder's Bond made payable to the City of Corning. The Proposal Guarantee must be enclosed in the same envelope with the Proposal. The amount of the Proposal Guarantee shall not be less than 10 percent of the total amount of the Proposal.



INSTRUCTIONS TO BIDDERS

G. ADDENDA AND EXPLANATIONS TO BIDDERS

Any request for explanation or interpretation of the Contract Documents must be made in writing at least 7 days before the time set for opening of Proposals. Any explanation or interpretation will be made in the form of Addenda to the Contract Documents and shall be furnished to all Bidders. Bidders shall submit signed copies of all Addenda with their Proposals. Oral explanations and interpretations will not be binding.

H. DISCREPANCIES

In case of discrepancies between unit prices and totals, unit prices will prevail. In case of discrepancy between words and figures, words will prevail.

I. ACCEPTANCE OR REJECTION OF PROPOSALS

The City reserves the right to reject any or all Proposals and to waive any informality in any Proposal. The award of Contract, if made, will be to the lowest responsible Bidder whose Proposal complies with the requirements of the Contract Documents. The award, if made, will be made within 30 days after the opening of Proposals. If the lowest responsible Bidder fails to sign and return the Contract with acceptable bonds and certificates of insurance, the City may award the Contract to the next lowest responsible Bidder.

J. CONTRACT BONDS

The successful Bidder shall furnish a Performance Bond in the amount of 100 percent of the total Contract amount and a Payment Bond in the amount of 100 percent of the total Contract amount.

K. EXECUTION OF CONTRACT

The Bidder whose Proposal is accepted shall sign and return the Contract with acceptable bonds and certificates of insurance within 14 calendar days after receiving notice that the Contract has been awarded to him. Failure to do so shall be just cause for annulment of the award and for forfeiture of the Proposal Guarantee.

Within approximately seven (7) days after receiving the signed Contract with acceptable bonds from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

L. RETURN OF PROPOSAL GUARANTEES

Within approximately 15 days after the award of the Contract, the City will return the Proposal Guarantees, other than Bidder's Bonds, to all Bidders whose Proposals are not to be further considered in awarding the Contract. Retained Proposal Guarantees will be held until the Contract has been finally executed, after which all Proposal Guarantees, other than Bidder's Bonds and any guarantees which have been forfeited, will be returned, upon request, to the respective Bidders.



**SCOPE OF WORK AND SPECIFICATIONS
FOR
DEMOLITION OF RESIDENCE AND OUTBUILDINGS
AND REMOVAL AND DISPOSAL OF ALL ASSOCIATED DEBRIS**

Project Location: 1414 South Street, Corning, CA

SPECIFICATIONS:

The City is seeking a qualified Licensed Contractor to provide services related to the demolition and debris removal, inclusive of all materials, of a residential home, outbuildings and their contents located on the lot at 1414 South Street, Corning, CA.

REQUIREMENTS OF BID:

This project requires the payment of Prevailing Wages to ALL EMPLOYEES with the Certified Payroll reported to the DIR and made available to City Hall upon request. Contractor will be responsible for the following:

- Compliance with all Specifications and Articles of the Demolition Contract;
- Obtaining a City of Corning Business License;
- Possess a California Contractors License in good standing;
- Provide Proof of Registration with the California Department of Industrial Relations (DIR);
- If necessary, must provide own State regulated road signage at the site;
- Work hours are limited to between 7:00 a.m. and 6:00 p.m. Monday through Friday;
- Proof of Workers Compensation Coverage for themselves and employees working on this project;
- Upon Bid Award, provide City with a Performance Bond;
- Upon Bid Award provide City with a Payment Bond; and
- Provide City with proof of Liability Insurance coverage naming the City as Additionally Insured in the amount of \$2,000,000 protecting the City and neighboring property owners from any damages associated with this project.

Pre-Bid Walk Through:

A mandatory Pre-Bid Walk through will be held at 9:00 a.m. on Monday, August 26, 2019 at 1414 South Street. Building Official Dan Redding will be present at that time to respond to any questions.

Each bidder shall be responsible for reviewing the area to be bid and directing any questions related to the project to City Building Official Dan Redding at dredding@corning.org before presenting their bid proposal for the work described. All questions must be received in writing by August 29, 2019. Responses to all questions will be emailed to all with whom attended the mandatory pre-bid walk through by September 3, 2019.

Scope of Work:

As part of the "Scope of Work" the selected Contractor shall perform and provide the following services:

1. Obtain a "Demolition Permit" from the City of Corning Building Department prior to commencement of work.
2. Cut and cap all water lines at meter on the "Property Owners side", maintaining open safely exposed line until final inspection has been completed. Immediately upon completion of final inspection ensure proper covering of exposed line.
3. Cut and cap sewer line at property line at clean-out, maintaining open safely exposed line until final inspection has been completed. Immediately upon completion of final inspection ensure proper covering of exposed line.
4. Complete demolition and removal of single-family residence and all outbuildings, any and all foundations, steps, roofing materials, fencing, boards and bricks, etc.
5. If structure has a basement, fill and compact to 90% compaction, grade off to provide a clean and level lot.
6. Contractor will be responsible for the removal and disposal of all debris and/or hazardous waste/materials associated with this project in compliance with Federal, State, County and local government and environmental laws and regulations, including, but not limited to Cal OSHA requirements regarding the banding of asbestos, and following transportation and disposal requirements. Asbestos NESHAP notification is not required for this project. Contractor can coordinate with Tehama County Solid Waste Management Agency for free disposal of household hazardous waste on a scheduled basis. Contractor is required to provide to City proper documentation confirming that disposal of all materials has been completed and in compliance with all applicable laws and regulations.
7. Contractor shall complete all work within 45 working days of execution of the contract and issuance of the Demolition Permit, anticipated to be September 11, 2019.
8. Must comply with the California Green Building Code whereby the Contractor must recycle and/or salvage for reuse a minimum of 65% of the non-hazardous demolition waste. Contractor will coordinate with the Tehama County Solid Waste Management Agency to develop a pre-demolition plan at 530/528-1103 or ross@co.tehama.ca.us.

Bid Closure Date and Time:

Pursuant to the order of the City Council of the City of Corning, Sealed Bids will be received by the City Clerk of the City of Corning until the hour of 4:00 p.m. on September 5, 2019 at Corning City Hall, 794 Third Street, Corning, CA 96021. At that time all Bids will be publicly opened and read. Bids will be presented for award at the September 10, 2019 City Council Meeting. All Bids shall be submitted in sealed envelopes plainly marked on the outside "**SEALED BID – DO NOT OPEN**", City of Corning "**1414 South St. Debris Removal and Demolition Bid**".

The City Council of the City of Corning reserves the right to reject any and all Bids and to waive any irregularity in the Bid.



**DEMOLITION OF RESIDENCE AND OUTBUILDINGS
AND
REMOVAL AND DISPOSAL OF ALL ASSOCIATED PROJECT DEBRIS
AT
1414 SOUTH STREET, CORNING, CA**

Work required under this solicitation includes a qualified Licensed Contractor to provide services related to the demolition and debris removal, inclusive of all materials, of a residential home, outbuildings and their contents located on the lot at 1414 South Street, Corning, CA. It is the bidder's responsibility to confirm any given measurements.

Bidder agrees to perform all work described in the Contract Documents with a project completion date not later than **45-days** after execution of Contract, anticipated to be September 11, 2019, for the following prices to wit:

- | | |
|--|---|
| 1. Obtaining Demolition Permit: | <u>To be provided by the City at no charge</u> |
| 2. Cut & Cap water line at property line: | \$ _____ (2) |
| 3. Cut & Cap sewer line at property line: | \$ _____ (3) |
| 4. Demolition of residence, outbuildings, foundations, Steps, roofing materials, fencing, boards & bricks. | \$ _____ (4) |
| 5. If structure has a basement, fill & compact to 90% compaction, and grade off to provide clean/level lot. | \$ _____ (5) |
| 6. Removal & disposal of all debris and/or hazardous waste/materials associated with Project in compliance with Federal, State, County and local Government laws and regulations. | \$ _____ (6) |

TOTAL PROPOSAL AMOUNT: \$ _____

The price quoted herein is firm and is not subject to change.

The City of Corning reserves the right to reject any and all proposals submitted or to waive any irregularity. In the event of identical proposals, the City of Corning will be the sole judge of the Company to receive the proposal.

Proposals will be accepted at 794 Third Street, Corning, CA 96021 until **4:00 p.m. on September 5, 2019**. Proposals received after this date will not be considered or opened.

Signature of Company Representative

Date

Printed Name of Representative

Company Name

California State Contractors License Number

Address

City/State/Zip

DIR #: _____

Phone

A Contractor and/or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.



**DEMOLITION OF RESIDENCE AND OUTBUILDINGS
AND REMOVAL AND DISPOSAL OF ALL ASSOCIATED DEBRIS
at 1414 South Street, Corning, CA**

PROPOSAL CERTIFICATION

The undersigned further declares that the only persons or parties interested in the Proposal as Principals are those named herein and that this Proposal is not made in collusion with any persons, firm or corporation.

Accompanying this Proposal is _____, (cash, cashier's check, certified check or Bidder's Bond) in the amount equal to at least 10 percent of the total amount of the Proposal, and signed copies of all Addenda.

The undersigned agrees that in case of default in signing and returning the required Contract with necessary bonds within 14 days after receiving notice of award, the proceeds of the cash, check or bond accompanying the Proposal shall be forfeited to the City.

Licensed in accordance with an act providing for the registration of Contractors:

Class: _____ License No.: _____ Expires: _____

Department of Industrial Relations (DIR) Registration Number: _____

Expiration Date: _____

By my signature on this proposal, I certify under penalty of perjury under the laws of the State of California that the Contractor's License Information is true and correct.

Signature of Bidder: _____

Business Address: _____

Business Phone: _____ Business Fax: _____

Cell Phone: _____

E-mail Address: _____

Dated: _____

Note: If the Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partners authorized to sign Contracts on behalf of the co-partnership; and if Bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or



**DEMOLITION OF RESIDENCE AND OUTBUILDINGS
AND REMOVAL AND DISPOSAL OF ALL ASSOCIATED DEBRIS
at 1414 South Street, Corning, CA**

a member of a partnership, a Power of Attorney must be on file with Owner prior to opening of Proposals or submitted with the Proposal; otherwise, the Proposal will be disregarded as irregular and unauthorized.

**BIDDER'S BOND
CITY OF CORNING
STATE OF CALIFORNIA**

We, _____, as Principal, and _____, as Surety, are bound unto the City of Corning, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee for the **Demolition of Residence and Outbuildings, and Removal and Disposal of all Associated Debris at 1414 South Street, Corning, CA 96021** for which bids are to be opened at Corning, California, on Thursday, September 5, 2019 at 4:00 p.m.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the Notice to Contractors, Special Provisions, Proposals, and Contract for this work, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials is provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____

By: _____

By: _____



**DEMOLITION OF RESIDENCE AND OUTBUILDINGS
AND REMOVAL AND DISPOSAL OF ALL ASSOCIATED DEBRIS
at 1414 South Street, Corning, CA**

LIST OF SUBCONTRACTORS

Following is the name and location of the mill, shop, or office of each subcontractor who will perform work or labor or render services to the above-signed bidder. Failure of the bidder to specify a subcontractor for any portion of the work to be performed under the contract constitutes an agreement by the bidder to perform that portion of the work himself.

ALL SUBCONTRACTORS MUST BE LISTED REGARDLESS OF MONETARY VALUE OF WORK.

NAME AND ADDRESS OF SUBCONTRACTOR	LABOR OR SERVICES TO BE PERFORMED	SUBCONTRACTOR LICENSE #	CLASS
(1) _____ _____ _____	_____	_____	_____
		DIR #: _____	
(2) _____ _____ _____	_____	_____	_____
		DIR #: _____	
(3) _____ _____ _____	_____	_____	_____
		DIR #: _____	
(4) _____ _____ _____	_____	_____	_____
		DIR #: _____	
(5) _____ _____ _____	_____	_____	_____
		DIR #: _____	



**DEMOLITION OF RESIDENCE AND OUTBUILDINGS
AND REMOVAL AND DISPOSAL OF ALL ASSOCIATED DEBRIS
at 1414 South Street, Corning, CA**

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has ____, has not ____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)] and must be submitted by Bidders and proposed Subcontractors only in connection with Contracts and Subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts are set forth in 41 CFR 60-1.5. (Generally only Contracts or Subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous Contract or Subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of Contracts and Subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, 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:



**DEMOLITION OF RESIDENCE AND OUTBUILDINGS
AND REMOVAL AND DISPOSAL OF ALL ASSOCIATED DEBRIS
at 1414 South Street, Corning, CA**

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares, under penalty of perjury under the laws of the State of California, that the bidder has ____, has not ____ been convicted within the preceding three (3) years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any State or Federal Antitrust Law in connection with the bidding upon, award of or performance of any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above statements are part of the Proposal. Signing this Proposal on the signature portion hereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



Contract for Building Demolition and Debris Removal and Disposal Services

THIS AGREEMENT is made and entered into on the below written, by and between The City of Corning, hereinafter called the **OWNER**, and _____, hereinafter called the **CONTRACTOR**.

WITNESSETH, that, for the considerations hereinafter mentioned, the Owner and Contractor agree as follows:

ARTICLE I. Project.

The Contractor agrees to furnish all labor, materials, tools and equipment and to perform all work required to construct and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents, attached as Exhibit A and incorporated by reference, those certain improvements entitled:

**City of Corning
Demolition of Residence and Outbuildings
Located at 1414 South Street and
Removal and Disposal of all Associated Debris**

ARTICLE II. Consideration for Work Performed.

The Owner agrees to pay the Contractor for the performance of the Contract subject to additions and deductions provided in the Exhibit A documents, and the Contractor agrees to receive and accept said payment as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement, and for all loss or damage arising out of the nature of the aforesaid work, or from the action of the elements and from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by Owner, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work, and for well and faithfully completing the work in whole thereof in the manner and according to the Contract Documents, attached hereto as Exhibit A.

The Specifications, Bid Proposal, and bid packet, attached hereto are a material part of this Contract and are expressly incorporated herein as though fully set forth in this paragraph. These documents are collectively marked Exhibit "A".

ARTICLE III. Start Date.

The Contractor shall begin work within 10 days after the date of execution of the Contract, anticipated to be September 11, 2019. He/She shall diligently prosecute the same to completion with the 45-days as shown on the Exhibit "A" Demolition of Residence and Outbuildings and Removal and Disposal of All Associated Debris Scope of Work attached hereto and incorporated herein.

ARTICLE IV. Licensing, Insurance & Labor Code Requirements

1. Contractor agrees to secure and maintain a General Liability Insurance Policy in a sum not less than \$1,000,000.00 during the term of the Contract Agreement and any extension thereto and shall name the City of Corning as an additional insured under the General Liability Insurance Policy. Contractor shall also secure and maintain, during the term of the Contract Agreement, Automobile Liability Insurance at limits competitive in the construction industry of like kind, which shall be applicable and cover those vehicles operating on the project, and any transfer obligation to/from the project, as well as Workers Compensation Insurance where applicable and/or required under California law.
2. Contractor shall purchase and maintain a City of Corning Business License and any other applicable license issued by the State of California required for such work.
3. A Contractor and/or Subcontractor shall not be qualified to bid on, be listed in a Bid Proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any Contract for Public Work, as defined in this Chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
4. In accordance with the provisions of Section 1770, and following, of the Labor Code of the State of California, the City of Corning has ascertained that the general prevailing rate of wages applicable to the locality in which the work is to be done will be listed in the "General Prevailing Wage Rates as determined by the Director of Industrial Relations," which is on file at City Hall and available from the California Department of Industrial Relations Internet website at www.dir.ca.gov.
5. It is mandatory that the Contractor to whom the Contract is awarded and any Subcontractor under him pay not less than said specified rates to all persons employed by them or either of them in the execution of the Contract. The successful Bidder shall post a copy of such determination at the job site and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE V. Indemnity, Defense, and Hold Harmless.

Contractor agrees to indemnify, defend, and hold the City of Corning harmless from any and all losses, liability, damages, injury (to person or property), fines, fees, penalties, and/or other damages that arises, in any way, under the terms of the Contract Agreement and/or any alleged and/or actual negligent act, intentional act, or other circumstance caused by or performed by Contractor, its Agents, Subcontractors, and/or Employees. The obligations of this provision do not apply to injury, loss, damage, or other harm that arises from the sole and absolute negligence and/or intentional act of the City of Corning, its Agents and/or Employees.

ARTICLE VI. Termination of Contract.

This Contract Agreement can be terminated for cause, which includes the following circumstances:

1. A loss of funding presently accessible to the City of Corning and that prevents the City from completing the terms of the Contract Agreement and any Addendum thereto. For edification the City of Corning is not obligated to spend its general fund monies, sewer funds, street funds or other funds not previously allocated to the completion of the Contract Agreement and made part of the City of Corning's budget.
2. Contractor's material failure to perform the work as outlined in the Contract Agreement.
3. City of Corning's failure to pay Contractor as outlined under the terms of the Contract Agreement.

ARTICLE VII. Integration and Modification.

The Contract Agreement, its exhibits and attachments are the operative Contract of the parties; there being no other written or oral Agreements. Any modifications to this Agreement must be in writing and signed by all parties.

ARTICLE VIII. Savings Clause.

Should any one part of this Agreement be deemed illegal or invalid, all other provisions shall remain valid and enforceable so long as the Agreement's purpose is not materially altered.

ARTICLE IX. Ability to Contract.

Contractor represents and warrants that it has taken all necessary actions to bind the corporation as set forth in the Contract Agreement and any Addendum thereto.

ARTICLE X. Notification of Condition.

If during the performance of Contractor's work, Contractor, its Agents, or Employees discover a dangerous condition that presents a possible danger to the public, including but not limited to electrical, breach of gas, sewer or water line, limb drop, tree or structure topple or other condition that presents a possible hazard to the general public or is otherwise reasonably perceived by Contractor as a danger to the public, Contractor shall immediately notify Building Official of the condition and if necessary shall post a warning at the area presenting such condition to warn the general public of the same and thereafter safely and timely resolve the condition or until such time as the Building and/or Public Works Department can assess or otherwise address the condition.

ARTICLE XI. Removal and Disposal of all Project Debris and/or Hazardous Waste/Materials.

Contractor and any Subcontractor under him shall be responsible for the removal and disposal of all debris and/or hazardous waste/materials associated with this Project in compliance with Federal, State, County and local government, and environmental laws and regulations, including, but not limited to Cal OSHA requirements regarding the handling of asbestos, and following transportation and disposal requirements. Asbestos NESHAP notification is not required for this Project. Contractor can coordinate with Tehama County Solid Waste Management Agency for free disposal of household hazardous waste on a scheduled basis. Contractor is required to provide to City proper documentation confirming that disposal of all materials has been completed and in compliance with all applicable laws and regulations.

ARTICLE XII. Compliance with the California Green Code.

Contractor must comply with the California Green Building Code whereby the Project Contractor and any Subcontractor under him must recycle and/or salvage for reuse a minimum of 65% of the non-hazardous demolition waste and coordinate with the Tehama County Solid Waste Management Agency to develop a Pre-demolition Plan.

ARTICLE XIII. Project Completion Date. Contractor must complete all work within 45-days of execution of the Contract and issuance of Demolition Permit.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands on the date below written.

CITY OF CORNING:

CONTRACTOR:

By: _____
Kristina Miller
City Manager

By: _____

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

Lisa M. Linnet, City Clerk

Collin Bogener, City Attorney

Approved per City Attorney: 8/9/19



**DEMOLITION OF RESIDENCE AND OUTBUILDINGS
AND REMOVAL AND DISPOSAL OF ALL ASSOCIATED DEBRIS
at 1414 South Street, Corning, CA**

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the City of Corning, Department of General Services

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the Bidder declares that the Bid is not made in the interest of, or on behalf of, any undisclosed Person, Partnership, Company, Association, Organization, or Corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the Public Body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, of divulged information or data relative thereto, or paid, and will not pay, any fee to any Corporation, Partnership, Company Association, Organization, Bid Depository, or to any Member or Agency thereof to effectuate a collusive or sham Bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



**DEMOLITION OF RESIDENCE AND OUTBUILDINGS
AND REMOVAL AND DISPOSAL OF ALL ASSOCIATED DEBRIS
at 1414 South Street, Corning, CA**

**PROPOSAL CERTIFICATION
(LABOR CODE SECTION 1861)**

STATE OF CALIFORNIA)
) SS
COUNTY OF TEHAMA)

I, the undersigned, do hereby certify:

That I am aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every Employer to be insured against liability for Workers' Compensation or to undertake Self-Insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Executed at _____

On _____
(Date)

I CERTIFY under the penalty of perjury that the foregoing is true and correct.

Signature of Contractor-Employer