



**JANITORIAL SERVICE
Project No.: 2019-3**

Contract Documents

June, 2019

**Project Location: Various Locations
Corning, CA 96021**

**Contact: Steve Lindeman
530/824-7029**



Set No.: _____



**Janitorial Service
Project No. 2019-3**

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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

There will NOT be a pre-bid walk through for this project.

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 Owner 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 Owner's authorized representative.
- 8. DAYS:** Unless otherwise specifically stated, the term "days" will be understood to mean calendar 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:** 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 insure 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.



SPECIFICATIONS FOR JANITORIAL SERVICES 2019-3

Scope of Services:

The Services shall consist of providing Janitorial Services for the City of Corning. The successful bidder shall furnish all labor, equipment, and cleaning products for the service. The term of this agreement is for three (3) years (8/1/2019-7/31/2022)

Location of work to be performed:

The Contractor will perform complete Janitorial Services at the following locations within the City of Corning.

City Hall, 794 Third Street.
Police Department, 774 Third Street.
Corning Library, 740 Third Street.
Corning Transportation Center, Suite D, 1081 Solano Street.
Corporation Yard, 1106 Butte Street.
Rodgers Theater, 1217 Solano Street
Recreation Room, 709 Fourth Street

The Contractor will perform Janitorial Services at the bathroom facilities only at the following locations within the City of Corning.

Martini Plaza, 1409 Solano Street.
Woodson Park, South Street at Pear Street.
Northside Park, 1418 Colusa Street.
Corning Community Park, 1485 Toomes Avenue
Lennox Fields, 1624 Houghton Avenue

City Furnished Supplies:

- ❖ Hand Soap
- ❖ Toilet tissue
- ❖ Paper towels
- ❖ Toilet seat covers

Supplies to supplied by Contractor:

- ❖ All chemicals and cleaning agents including deodorizers. Chemical and cleaning agent list shall be provided for City approval with a preference of low VOC non-toxic products.
- ❖ An assortment of trash bags for all waste and garbage containers.
- ❖ All vacuums, mops, brooms, and other cleaning equipment.

Contractor Responsibility – General Terms:

Contractor agrees to all of the following general terms and conditions:

- ❖ All work under this Agreement shall be performed in a skillful and workmanlike manner.
- ❖ All persons employed by Contractor and performing Janitorial Services for the City must be competent and lawfully employed by Contractor.
- ❖ The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to Contractor's employees as may be necessary.
- ❖ Each employee of Contractor must be fingerprinted by the Corning Police Department before performing any work on City property pursuant to the terms of this Agreement. Contractor acknowledges that City maintains highly sensitive information gathered in the course of its functions as a General Law City, and that City has the right, in its sole discretion, to request and receive different staffing of Contractor to ensure the integrity of information gathered is not compromised.
- ❖ No personnel other than the Contractor or Contractor's employees shall be allowed in the building during the period prescribed and performance of Janitorial Services. No children shall be in the building when performing Janitorial Services.
- ❖ The Contractor shall be responsible for the training of all employees in the use of Multiple Safety Data Sheets supplied with all cleaning fluids and disinfectants and shall ensure that its employees use the cleaning supplies in a safe and proper manner. Contractor shall advise its employees, prior to any work commencing, of all CAL-OSHA safety laws and the Contractor shall have a current ongoing safety program to ensure such awareness is maintained by Contractor's existing employees and learned by those employees hired after the effective date of this Agreement.

Schedule and Description of Work to be Performed:

No Cleaning of City Hall Facilities on Tuesday Nights. City maintains scheduled City Council and Planning Commission Meetings on Tuesday nights from 6:00 p.m. to as late as 9:30 or longer. To ensure all Tuesday meetings can be run uninterrupted, Contractor shall not perform Janitorial Services at City Hall on Tuesdays unless specifically requested by City Staff to facilitate an unforeseen janitorial need.

The Contractor will perform the following work throughout the term of this Agreement:

Each day:

- ❖ Close the restroom facilities located at Northside Park, Woodson Park, Martini Plaza, Lennox Fields and the Corning Community Park at dusk Monday through Friday.

- ❖ Open the restroom facilities at 7a.m. and close them at dusk each weekend at Northside Park, Woodson Park, Martini Plaza, Lennox Fields and the Corning Community Park.
- ❖ Upon closing, inspect, pickup and clean as needed. Ensure that all paper dispensers are filled.
- ❖ Report any problems or vandalism to the Public Works Department.

Twice per week:

- ❖ Clean Police Department
- ❖ Clean Break Room/Kitchen area
- ❖ Inspect, clean and stock Hallway Bathrooms as needed

Once per week:

- ❖ Vacuum all carpet areas.
- ❖ Dust shelves, ledges etc.
- ❖ Tile floors mopped.
- ❖ Seamless floor cleaned and mopped.
- ❖ Inspect and clean any furnishings and areas needing attention.
- ❖ Spot wash counters, desks, etc.
- ❖ Clean, disinfect and deodorize restrooms.
- ❖ Fill Restroom Containers with supplies., except as noted for parks above, whereby paper dispensers shall be filled at closing of said parks on a daily basis.
- ❖ Clean stainless and glass doors.
- ❖ Empty wastebaskets, recycling bins and containers.
- ❖ Turn off lights as needed.

Monthly:

- ❖ Dust sills and blinds, all pictures, plaques and emblems.
- ❖ Wash and clean all glass, including all windows and doors inside and out.
- ❖ Spot wash and clean walls, doorframes, etc.
- ❖ Dust and clean all ceiling fans.
- ❖ Clean dispensers, stall separators and top partitions in restrooms.
- ❖ Scrub tile in all areas, remove black marks and apply new finish.
- ❖ Remove spider webs throughout buildings.

General Cleaning:

- ❖ Light fixtures dusted and washed twice per year.
- ❖ Keep Janitors closet in a clean and orderly fashion.
- ❖ Clean and remove all dirt, stains and marks with an approved cleaner.
- ❖ Clean and Fill receptacles, dispensers, and the like and fill with an appropriate supply to last until the next cleaning day.
- ❖ Mop-Damp or Wet all surface dirt and stains with a cotton mop and warm water (damp mopping) containing soap, detergent, or floor cleaner, as required and rinse by (wet mopping). If mopping operation results in removal of floor finish, restore surface with a coat of approved anti-slip floor finish.
- ❖ Sweep in areas with smooth floors, such as linoleum or tile, remove all loose dirt and litter with sweeping broom and disposable or laundered type treated cloth.

For other type of floors, remove loose dirt and litter with a hair floor brush or other sweeping tool. In places difficult to sweep with regular sweeping tools, use a brush or vacuum to remove dirt and litter.

- ❖ Remove all surface and embedded dirt with a vacuum cleaner.
- ❖ Wash to remove all dirt stains and marks with approved cleaner, then rinse with clear water.
- ❖ Clean wastebaskets on an as-needed basis.



**JANITORIAL SERVICE
2019-3
PROPOSAL FORM**

Request for Bids to provide Janitorial Services at Corning City Hall, Police Department, Corning Library, Corning Transportation Center, City Corporation Yard including the restrooms at Martini Plaza, Woodson Park, Northside Park, Lennox Fields and the Corning Community Park for a term of 3 years (8/1/2019-7/31/2022)

Monthly Fee Proposals:

City Buildings Services	\$ _____
Rodgers Theatre Services	\$ _____
Recreation Room Services	\$ _____
Park Restroom Services	\$ _____
Monthly Total	\$ _____

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

The City of Corning reserves the right to reject any and all Requests for Proposals that may be submitted or to waive any irregularity, and in the event of identical Requests for Proposals, to be the sole judge of the Company to receive the contract.

Request for Proposals will be accepted at 794 Third Street, Corning, CA 96021 until 10:30 AM, July 10, 2019. All bids must be clearly marked **“JANITORIAL SERVICE BID 2019-3 – DO NOT OPEN”**.

Signature of Company Representative

Date

Printed Name

Company Name

Address

Email

Phone



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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 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.



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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:



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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 un-appealable 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.



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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.



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**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



Contract for City Services

THIS AGREEMENT, 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. 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, those certain improvements entitled:

**Janitorial Services
Project #2019-3**

These Special Provisions, the Bid Proposal, and Specifications attached hereto and incorporated herein by express reference 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 II. The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein for an amount of \$_____, 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 Contract, 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 and the whole thereof in the manner and according to the Contract Documents and the requirements of the City.

ARTICLE III. Term

The term of this Agreement shall be a three-year period, commencing on August 1, 2019 and ending on July 31, 2022, unless otherwise terminated as set forth in Article VI below.

ARTICLE IV. Licensing, Insurance & Labor Code Requirements

- ❖ 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.

- ❖ 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.
- ❖ 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. 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 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. Should contractor fail to perform satisfactorily during this agreement, City reserves to itself the right to cancel any remaining portion of said contract upon thirty days written notice to Contractor, by notice in writing provided to Contractor at his usual place of business. Should Contractor breach any of the terms and conditions of this contract, or violate any laws, the City reserves the right to direct Contractor to immediately cease performance and then terminate this contract thereafter, and pay contractor such amounts as he may then be entitled to on a pro-rata basis (pro-rated according to amount of work satisfactorily completed).

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. If during the performance of Contractor's work Contractor, its agents, or employees discover a dangerous condition that presents a possible danger to the general public, or is otherwise reasonably perceived by Contractor as a danger to the public, Contractor shall immediately notify Public Works 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 Public Works Department can assess or otherwise address the condition.

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

CITY OF CORNING:

Approved as to form:

Kristina Miller,
City Manager

City Attorney
City of Corning

Date

Date

CONTRACTOR:

By (signature)

Company

By and Title (printed)

Address

Date

E-Mail Address

Telephone Number

Approved by: Collin: 5/24/19
Robin 5/22/19