



PEST, WEED & TREE SPRAYING
Project No.: 2018-19

Contract Documents

October, 2018

Project Location: Various Locations
Corning, CA 96021

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



Set No.: _____



**PEST, WEED & TREE SPRAYING
Project No. 2018-19**

TABLE OF CONTENTS

Registration Notice to Bidders	3
Notice to Contractors	4
Legal Notice	6
Instruction to Bidders	7
Specifications	10
Proposal	12
Bidders Bond	14
Certifications	15
Contract	19

All Contractors submitting a Proposal
MUST
be on the City of Corning 2018-19
Project Plan Holders List.

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

- ❖ **Project Name**
- ❖ **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, November 29, 2018 at 10am.

Submit to:

City of Corning

Attn: Angel

angela@corning.org

(530) 824-0729

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

CITY OF CORNING
NOTICE TO CONTRACTORS

Proposals will be received at the office of the City Clerk of the City of Corning, 794 Third Street, Corning, California 96021 until 10am on November 29, 2018. At that time, all proposals will be publicly accepted, examined and declared for:

CITY OF CORNING
PEST, WEED & TREE SPRAYING
PROJECT NO. 2018-19

The work under this solicitation includes supplying all material and labor for furnishing pest control and weed and tree spraying at various locations throughout the City of Corning as specified in Exhibit A, Specifications for Tree Spraying and Pest and Weed Control. The Contract term will be for a period of three (3) years.

No proposal will be accepted unless it is made on a Proposal form furnished by the City of Corning.

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 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.

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 project Specifications, are available at Corning City Hall, 794 Third Street, Corning, CA, www.corning.org, CIPList.com, Shasta Builder's Exchange, 2990 Innsbruck Drive, Redding, California, Valley Contractor's Exchange, 951 E. 8th Street, Chico, California, Construction Bidboard (Ebidboard) at www.ebidboard.com, Dodge Data & Analytics at Dodge.Docs@construction.com, Placer Building Exchange at Planroom@placerbx.com and Nevada County Contractors Association at ncrecep@pacbell.net.

Only one Contract will be awarded. The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder as determined by the City. The lowest bid shall be the lowest total of the bid prices on the base bid and those additive items that are specifically identified in the bid solicitation. 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.

Lisa M. Linnet, City Clerk
City of Corning

**LEGAL NOTICE
NOTICE OF CALL FOR SEALED BIDS
TO FURNISH TREE SPRAYING AND PEST & WEED CONTROL SERVICES
FOR THE CITY OF CORNING**

In accordance with the provisions of the Municipal Code of the City of Corning, sealed proposals will be received by the City Clerk of the City of Corning, at the City Hall, 794 Third Street, Corning, California 96021, until 10 a.m. on November 29, 2018 to furnish Tree Spraying and Pest & Weed Control services over a three year period for the City of Corning, as per specifications and contract.

Bids received after this time and date will not be accepted or considered. Postmarks will not be considered.

Said proposals will be opened and publicly read following bid closing on November 29, 2018 at 10:00 a.m. at Corning City Hall, 794 Third Street, Corning, CA 96021.

All bids must be submitted on standard Proposal forms provided by the City of Corning and presented in sealed envelopes with **"2018-19 Tree Spraying and Pest & Weed Control Proposal"** clearly marked on the outside of the envelope. Specifications, contract forms, and proposal forms can be obtained at City Hall from the Public Works Secretary, 794 Third Street, Corning, CA., www.corning.org, or CIPList.com.

The City of Corning reserves the right to reject any or all bids, and to waive any and all irregularities.

Lisa M. Linnet
City Clerk

PUBLISH: November 1, 2018 & November 8, 2018



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-TREE SPRAYING AND PEST & WEED CONTROL
EXHIBIT "A"

Trees are to be sprayed from a separate tank and hose from that which weeds are sprayed.

Tree Type	Tree Amount	Additional Instructions
Ash Trees	approximately 850 trees.	Application shall be injected with "Merit" or equivalent to control aphid and fungus blight on or before March 1 st ; Trees will also be injected in July for Tingid Bugs. Ash trees pruned after initial injection may have to be reapplied.
Elm Trees	approximately 70 trees	Application shall be injected with "Merit" or equivalent to control Elm Leaf Beetle on or before July 1 st .
Walnut Trees	Approximately 50 trees	Application shall be sprayed with "Sena" or equivalent to control Red Hump Caterpillar on or before July 1 st . Caterpillars must be present before treatment is applied.
Fruitless Pear Trees		Application to treat trees for "Fire Blight" and Application to treat trees for fruit. Application must be used when trees are in full bloom to reduce the fruit from the trees.

Pest Control: Each property and *all buildings* are to be sprayed on a bi-weekly basis with approved material.

Pest	Weed	Place	Address	Additional Instructions
		Buildings		
X		City Hall	794 Third St.	Basement-will need to schedule during nonworking hours)
X		Police Dept.	774 Third St.	Basement-will need to schedule during nonworking hours)
X	X	Public Works Yard	1106 Butte St.	
X		Library	740 Third St.	
X		Fire Dept.	814 Fifth St.	
X		Rodger's Theater	1217 Solano St.	
X		Transportation Center	1081 Solano St.	
X		Senior Center	1015 4 th Ave.	
X		Museum	1110 Solano St.	
X	X	Airport	930 N. Marguerite	Terminal Building & Main Hangar 30 foot path on both sides of taxiway and runway. The north end of runway should also have a 30 foot path beyond the lights. Treatment around hangar buildings, office buildings, & asphalt tie down area. Treatment west side of Marguerite Avenue from fence line to road from Blackburn to Neva.
X		City Rental Home	642 Blackburn Ave.	
X	X	Animal Shelter	4312 Rawson Road	Gravel Park area and all four sides of dog pound.
X	X	Wastewater Treatment Plant	25010 Gardiner Ferry Rd.	
		Park Sites		
X	X	Yost Field	998 Tehama St.	Including Dugouts & Bleacher Areas warning track of the baseball field, outside of chain link fencing area,
X		Northside Park	1414 Colusa	Including Bleacher Areas
X		CCP / Soccer Fields	1624 Houghton	
X		CCP /Skate Park	1485 Toomes Ave.	
X		Woodson Park	1051 Peach St.	
X		Children's Memorial Park	225 Edith Ave.	
X	X	Clark Park	103 Fig Lane	baseball infield areas, batting cage, all unpaved area, drainage ditch, along edge of chain link fencing

2018 10 26 10:00 AM

**SPECIFICATIONS-TREE SPRAYING AND PEST & WEED CONTROL
EXHIBIT "A"**

Pest	Weed	Place	Address	Additional Instructions
		Well Sites		Each Building is approximately 1,000st in size.
X		001 GS		
X	X	002 BB		area within chain link fence
X		003 BS		
X	X	004 HA		entire lot
X		005 PS		
X	X	006 P#1		area within chain link fence
X		007 P#2		
X		008 EA		
X		009 FA		
X		010 H9		
X		019 CP		
		Misc. City Locations		
	X	Toomes Avenue-Loleta Avenue Drainage		Treat west side of Toomes Avenue heading south, turn right on Loleta Avenue treating on north side to Hwy. 99W.
	X	Blackburn Moon Drain		From Edith Avenue to the Corona Avenue Bridge.
	X	Solano Street Sidewalk and Curb		Treat sidewalks and parking strips on Solano Street from Edith Avenue to Marguerite Avenue.
	X	Alleys, Right-of-Way, & Drainage Ditches		All alleys, right-of-ways (fence to fence) and drainage ditches next to roadways are to be treated.
	X	Hwy. 99W		Drainage ditch from 1870 99W to Blossom Creek.
	X	Hwy. 99W		all fire hydrants from Solano Avenue to South Avenue.
	X	Marin Street		at Blackburn ditch on east side of drainage ditch.
	X	Puncture Vine		treatment for puncture to be sprayed in June and July in all areas

Initial spraying shall begin as soon as contract is awarded and re-sprayed bi-weekly or as often as necessary to control weed and grass growth throughout the term of the contract. Pre-emergent should be herbicide (Diuron or equivalent) and Amino Triazole and shall be done year round. The above stated shall apply year round throughout the term of the contract.

Inspect, treat and de-web restrooms, snack bars, dug outs, benches, gazebo area, trash containers, dumpster areas and play equipment. Treat inside as needed to check black widow spider concerns, and other insects. Treat the play equipment, with a non-toxic (to humans) spider killing material (Eco-Smart technologies) to check black widow and other spider activity. Check for all crawling insects.

2018 10 26 10:51:51 AM



**PUBLIC WORKS DEPARTMENT
CORNING, CALIFORNIA**

EXHIBIT "A"

**PROPOSAL FORM:
TREE, PEST & WEED SPRAYING
PROJECT NO.: 2018-19**

Proposals will be accepted at 794 Third Street, Corning, CA 96021 until **10:00 a.m. on November 29, 2018**. All proposals must be clearly marked "**SEALED BID –2018-19: TREE, PEST & WEED SPRAYING - DO NOT OPEN.**" All proposals submitted will be opened and read promptly following the 10:00 am proposal closing. Proposal results will be presented for award at the City Council meeting scheduled for Tuesday, December 11, 2018 at 6:30 pm.

Lump Sum: Furnish Tree Spraying and Pest Control \$ _____/per year

Lump Sum: Furnish Weed Spraying Service \$ _____/per year

The prices quoted herein are firm, and are not subject to change.

It is understood that this proposal shall remain open and shall not be withdrawn for a period of forty-five (45) days from the date prescribed for the opening of the Proposals.

It is agreed that the service to be provided under this proposal will be for a three year contract period.

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.

Signature of Company Representative

Date

Printed Name of Representative

Company Name

California State Contractors
License Number

Address

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.



**PEST, WEED & TREE SPRAYING
Project No. 2018-19**

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.



**PEST, WEED & TREE SPRAYING
Project No. 2018-19**

**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 **2018-19: PEST, WEED & TREE SPRAYING** for which bids are to be opened at Corning, California, on Thursday, November 29, 2018 at 10:00 a.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: _____



**PEST, WEED & TREE SPRAYING
Project No. 2018-19**

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:



**PEST, WEED & TREE SPRAYING
Project No. 2018-19**

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.



**PEST, WEED & TREE SPRAYING
Project No. 2018-19**

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.



**PEST, WEED & TREE SPRAYING
Project No. 2018-19**

**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

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO as of this **First (1st)** day of **January, 2019** by and between the City of Corning, a Municipal Corporation, hereinafter referred to as "**City**" and _____ hereinafter referred to as "**Contractor**". It is hereby agreed by and between the parties that Contractor shall supply tree spraying, pest & weed control spraying service for City, as hereinafter more particularly described hereafter.

1. CONTRACTOR'S OBLIGATION:

- a. Contractor shall, on a bi-weekly basis with touch-up services at the City's request, safely supply a mist spray for pest control and injection to all City owned trees located between sidewalk and curbs upon City streets and in City Parks. Such application shall be done safely and in a workmanlike manner with the materials approved and as indicated herein. Trees to be sprayed, dates and place of application are as described on **EXHIBIT "A"** attached hereto and incorporated by this reference. The City reserves unto itself the right to reject any or all performance hereunder and to require touchup and/or follow-up services to the City's satisfaction, and without further compensation.
- b. Contractor shall also perform weed and grass control bi-weekly year round to help maintain fire protection and prevention. Contractor shall apply chemicals safely and in a workmanlike manner, utilizing boom and wand spraying, upon the terms, conditions, places and times as set forth in "**EXHIBIT "A"**", attached hereto and incorporated by this reference. All chemicals used shall be of the following types and rate of mixture:

PER LABEL INSTRUCTIONS

- c. Contractor shall, during the term of this Contract, maintain a valid City of Corning Business License.
- d. Contractor must, at all times during the term of this contract, be a qualified applicator licensed in the following categories throughout the term of this agreement: Residential, Industrial, Institutional, Right-of-Way, Plant Agriculture, Pest Control and Aquatic.

2. COMPENSATION / TERM

- a. For those services as outlined in **EXHIBIT "A" (tree & pest control)** hereto the City shall pay to Contractor the sum of \$_____ per year paid in 12 equal monthly installments of \$_____ per month. This contract shall run for a period of three years,, through December 31, 2021, unless sooner terminated under Section 3.
- b. For those services outlined in **EXHIBIT "A" (weed control)** hereto, City shall pay to Contractor the sum of \$_____ per year paid in 12 equal monthly installments of \$_____ per month. The contract providing such services as listed on **EXHIBIT "A"** shall be for a period of three years, through **December 31, 2021**, unless sooner terminated under section 3.
- c. City will pay Contractor, in equal amounts, on a monthly basis at the beginning of each month for the work performed the preceding month.

However, should performance not be satisfactory as determined by the Public Works Director, as hereinafter specified, the City may retain and use such funds as the Public Works Director deems appropriate for purposes of insuring proper performance and/or

hiring other chemical spraying companies to complete to the City's satisfaction the contract.

3. TERMINATION:

Should contractor fail to perform satisfactorily during any one of the three contract years as herein set forth, 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, especially those relative to the utilization of hazardous materials, pest control chemicals or similar chemicals, mixtures or materials, the City reserves unto itself the right to direct Contractor to immediately cease performance and then terminate this contract thereafter, upon thirty days written notice, 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).

4. PAYMENTS:

The acceptance of the final payment by the Contractor shall constitute a waiver of all claims by him.

5. SUSPENSION OF WORK:

The Public Works Director shall have authority to suspend the work wholly or in part for such period as he may deem necessary to investigate complaints regarding improper or unsafe use of chemicals or pesticides.

6. AUTHORITY OF DIRECTOR OF PUBLIC WORKS:

The Public Works Director shall be the City's representative in deciding any and all questions that may arise as to the quality or acceptability of the work performed, all questions that arise as to the acceptable fulfillment of the contract on the part of the Contractor, and all questions as to claims and compensation. The City Manager also is authorized to act as the City's representative at any time with respect to this agreement. Contractor is an independent contractor; therefore the City will not be supervising the work performed or directing Contractor how to do his work but will be expecting the Contractor to perform all work agreed upon in a safe and professional manner according to the terms of this agreement.

7. LAWS TO BE OBSERVED:

The Contractor shall keep himself fully informed of all State, Federal and Municipal Ordinances and/or regulations of the City of Corning which in any manner affect those engaged in or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor must comply with all provisions of the Immigration Reform and Control Act and of the California Labor Code which includes the requirements of the prevailing wage laws and the obligation to register with the Department of Industrial Relations.

8. LABOR DISCRIMINATION:

No discrimination shall be made in the employment of persons in this project because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons. Violation of this section shall subject Contractor to penalties referenced in **Section 1735** of the **Labor Code**.

9. RESPONSIBILITY FOR DAMAGES:

Neither the City of Corning, the City Council, nor the City Staff, shall be responsible or accountable in any manner for any loss or damage that may happen during the work or any part thereof; or for any materials or equipment used in performing the work; or for injury or damage to any person or persons, either workers or the public; or for damage to adjoining property from any cause whatsoever.

10. LIABILITY INSURANCE:

The Contractor shall secured and maintain in full force and effect, during the term of this agreement and for one year thereafter, a valid comprehensive public liability and property damage insurance policy listing the City as additional insured in the following amounts:

- a. \$1,000,000.00 for death or injury to any person arising out of any incident or accident;
- b. \$50,000.00 for property damage arising out of any one incident or accident.

11. WORKMAN'S COMPENSATION INSURANCE:

Contractor at all times shall keep fully insured, at his own expense, all persons employed by him in connection with this **Agreement** as required by Workman's Compensation and Insurance (California Labor Code Section 3200 et seq.), and shall hold the City free and harmless from all liabilities that may arise by reason of the injuries to any of the employees of the Contractor who are injured while performing at work any labor necessary to carry out the provisions of this agreement.

12. CERTIFICATION OF INSURANCE AND CANCELLATION THEREOF:

The Contractor shall keep on file with the City a Certificate of Insurance duly executed by the Contractor's insurance carrier or carriers, which shall serve as evidence of the continued existence of said insurance policies. The Contractor's insurance carriers shall be required to give the City thirty (30) days written notice prior to the cancellation of the Contractor's Insurance.

13. INDEMNITY, DEFENSE AND HOLD HARMLESS:

The Contractor shall indemnify, defend and save harmless the City of Corning, the City Council, and the City Staff from any suits, claims, liability, loss, damages, fines, penalties, settlements or actions brought by any person or entity for, or on account of, any injuries or damage arising from, or related to in any way, the work performed, or not performed, as set forth in this contract no matter how removed. The City may retain so much of the money due the Contractor as shall be considered necessary until disposition has been made of such suits or claims for damages as aforesaid.

Any defense obligation arising from this contract requires retention of qualified legal counsel of no less than five years of experience in the area of contract litigation.

14. ACCIDENTS:

The Contractor shall provide at the site of the project such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the work.

The Contractor must promptly report in writing to the city all accidents whatsoever arising out of, or in connection with the performance of the work, whether on or adjacent to the job site, which caused death, personal injury, or property damages, giving full details and statements of witnesses. In addition, if death or

serious injuries or serious damages are caused, the accident shall be reported to the City immediately by telephone or messenger.

15. SAFETY:

In accordance with generally accepted practices, the Contractor will be solely and completely responsible for the conditions of the job site(s), including safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours.

16. CONTRACTOR AGREEMENT:

Contractor agrees to perform the services between the hours of 5:00 a.m., and 10:00 p.m., on any day. Such application as set forth in **EXHIBIT "A"** hereto, shall be made at a time when there is less than 5 mile per hour wind. **Contractor further agrees at his own expense to publish notice of any spraying within the areas of which spraying will be conducted, as to provisions of this contract (exhibits "A" or "B"), at least once in the Corning Observer during a period of time 5 days prior to each such spraying and provide a copy to the City.**

17. RENEWAL OF CONTRACT:

Upon agreement of both parties and satisfaction of any legal requirements to solicit other bids, this contract may be extended from year to year or for an additional term of years upon such terms as are acceptable to both City and Contractor.

18. NON-EMPLOYEE STATUS:

Contractor agrees and affirms that nothing in this agreement causes or creates an employer/employee relationship between City and Contractor.

CITY OF CORNING:

Approved as to form:

Kristina Miller,
City Manager

Collin Bogener
City Attorney

Date

Date

CONTRACTOR:

By (signature)

Contractor

By and Title (printed)

Date

Address

E-Mail Address

Telephone Number