

**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 **1:30 p.m., Thursday, October 5, 2017.** At that time, all bids will be publicly opened, examined and declared for construction of:

**DAMAGED ROOF REPAIR/REPLACEMENT**  
**City Hall, Library and Fire Department**  
**Project No. 2017-13**

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 to repair/replace City Owned Building roofs that were damaged during the hail storm 2016.

All bids must be submitted on standard bid forms provided by the City of Corning and presented in sealed envelopes with **“SEALED BID – Damaged Roof Repair/Replacement: Project No. 2017-13 - 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 October 10, 2017 at the 6:30 p.m. Corning City Council meeting for award.

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](http://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. This work to be done will require a Class B General Contractors License and a Class C39 Roofing License. Subcontractors shall also be licensed as required by said code.

Contract Documents, including Specifications, may be obtained at the office of the City Clerk at City Hall, 794 Third Street, Corning, CA 96021, (530-824-7029), or on the Website at [www.corning.org](http://www.corning.org).

**NOTICE TO CONTRACTORS (Cont'd.)**

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](http://www.construction.com); Shasta Builder's Exchange, 2990 Innsbruck Drive, Redding, California; Nevada County Contractors' Association, [www.nccabuildingpros.com](http://www.nccabuildingpros.com); Placer County Contractors Association, Inc., [www.pccamembers.com](http://www.pccamembers.com); Valley Contractor's Exchange, 951 E. 8th Street, Chico, California or at [www.corning.org](http://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.

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.

Legal Notice Published: September 21, 2017  
September 28, 2017

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

# SPECIFICATIONS

## PART I GENERAL

### 1.1 Summary:

#### A. The Project includes but not limited to:

1. Furnish all labor, materials, tools, equipment and incidentals for all work involved to tear off and replace existing Hot Mopped Asphalt Roofing with same at three City Buildings; Corning City Hall, Corning Library and the Corning Volunteer Fire Department.
2. Remove and reinstall roof mount HVAC units along with new plenum as required to raise the units about the overflow.
3. Work includes new roofing materials to include fiberglass base sheet and anchors, modified bitumen tar and white mineral surfaced cap sheet over entire sections or portions of each facility as described below:
  - a. Corning City Hall: 794 Third Street, Corning, CA
  - b. Corning Library: 740 Third Street, Corning, CA
  - c. Corning Volunteer Fire Department: 814 5<sup>th</sup> Street, Corning, CA
4. 15 year product and contractor guarantee for workmanship against leaks will be required.
5. All work shall be performed under favorable conditions
6. Any measurements sited herein are approximate. All measurements shall be verified by the Contractor prior to submission of bid.
7. All materials and workmanship performed by the Contractor or his Subcontractor shall be in accordance with standard industry products and practices.
8. Contractor shall comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of the work.

## PART II PRODUCTS

### 2.1 Roofing Material

- A. Successful Contractor to provide City with manufactures specifications for product prior to bid award.

### 2.2 Flashings, Edge Metal, Gutters and Downspouts

- A. Reuse existing flashings, edge metal, gutters and downspouts where determined usable by Contractor. Inspection of existing such items shall be the responsibility of the Contractor and incorporated into the bid.

## PART III EXECUTION

### 3.1 Site Locations:

- a. Corning City Hall: 794 Third Street, Corning, California

- b. Corning Library: 740 Third Street, Corning, California
  - c. Corning Volunteer Fire Department: 814 5<sup>th</sup> Street, Corning, California
- A. The Contractor shall have inspected the work sites as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, work in sensitive and secure environment and similar physical conditions at the site, the character of equipment facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract.
  - B. The Contractor further shall have inspected the site as to the measurements, character, quality, and quantity of surface and subsurface materials to be encountered in the construction site to every extent possible. Any failure by the Contractor to acquaint himself with conditions of the site will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.
  - C. Contractor shall ensure favorable weather conditions prior to removal and replacement of roof materials. Contractors work shall not expose a greater area of the roof than can be temporarily weatherproofed at the end of any work day when inclement weather dictates such protective measures be utilized.
  - D. Contractor shall coordinate all work with City staff so as not to negatively affect daily operations of the departments. Hours open to the public:
    - a. City Hall: Monday-Friday, 8am-5pm
    - b. Library: Mon. & Fri. 2pm-6pm, Tues. & Thurs. 9:30am-1:30pm, Wed. 4pm-8pm
    - c. Fire Hall: Monday-Friday, 7:30am-5:30pm

### 3.2 Site Conditions During Construction

- A. If unanticipated conditions are encountered that interfere with the work, immediately notify the City for direction.
- B. Provide reasonable noise and dust abatement practices as needed to prevent undue disturbance and nuisance to employees, members of the public and to other occupants of the premises and surrounding areas. Such abatement practices shall comply with applicable OSHA regulations.

### 3.3 Safety and Cleaning:

- A. The Contractor is responsible for work site security and safety throughout the project. All work shall conform to pertinent OSHA regulations and to other State and local codes and ordinances as applicable.
- B. Erect and maintain temporary bracing, shoring, lights, fences, barricades, signs and other measures as necessary to protect the public, workers, City employees and adjoining areas from damage from construction work, all in accordance with applicable codes and regulations.
- C. Protect areas adjacent to work site from damage by equipment or workers.
- D. Execute cleanup on a daily basis to insure that the facility and surrounding area is maintained free from accumulation of waste materials, dust and debris.

- E. The Contractor shall be responsible for the disposal of all removed materials and other debris in a safe, legal manner, in accordance with applicable laws and ordinances and as prescribed by authorities having jurisdiction.
- F. At completion of project, remove all waste materials, tools, equipment, machinery and surplus materials, leaving facility and surrounding area clean and in a condition equal to the condition it was in at the beginning of project.

#### PART IV SECURITY

##### 4.1 Contractor's Security Responsibilities

- A. Protect work, stored materials, tools and vehicles from loss, theft and unauthorized entry.
- B. Storage of materials onsite shall be coordinated with the City staff.
- C. Keep existing driveways, entrances and exits serving the premises clear and available for use at all times. Do not use these areas for parking or storage of materials.

##### 4.2 General Instructions

- A. The Contractor shall be responsible for all individuals at the site under his/her direction, including any subcontractors and their workers.
- B. This is a prevailing wage project pursuant to Section 1770 et. Seq. of the Labor Code. Contractor will be required to pay, at least, the general prevailing wage rates as determined by the Director of the Department of Industrial Relations of the State of California.

**CITY OF CORNING  
DEPARTMENT OF PUBLIC WORKS  
CORNING, CALIFORNIA**

**PROPOSAL FORM:  
DAMAGED ROOF REPAIR/REPLACEMENT  
City Hall, Library and Fire Department  
Project No. 2017-13**

- **Item 1. Corning City Hall** \_\_\_\_\_
  - **Item 2. HVAC plenums (as needed)** \_\_\_\_\_
  - **Item 3. Corning Library Building** \_\_\_\_\_
  - **Item 4. Corning Fire Department** \_\_\_\_\_
- Total Bid:** \_\_\_\_\_

**Request for Bids will be accepted at 794 Third Street, Corning, CA 96021 until 1:30 p.m. on October 5, 2017.** Any questions concerning bids may be directed to Steve Lindeman at 530/624-9296. **Proposals shall be submitted in a sealed envelope clearly marked on the outside "Corning City Roof Repair – Various Buildings – Do Not Open".**

**Contractor shall complete work within 60 days after the date of execution of the Contract**

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](http://www.dir.ca.gov).

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.

\_\_\_\_\_  
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.

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.*

## 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:



## **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.

**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 be 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.

**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.

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

**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

**CITY OF CORNING  
STATE OF CALIFORNIA  
BOND OF FAITHFUL PERFORMANCE**

**DAMAGED ROOF REPAIR/REPLACEMENT  
City Hall, Library and Fire Department  
Project No. 2017-13**

KNOW ALL MEN BY THESE PRESENTS, THAT WE, \_\_\_\_\_, the Contractor in the contract hereto annexed, as principal, and \_\_\_\_\_, as surety, are held and firmly bound unto the City of Corning in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) lawful money of the United States, for which payments, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated \_\_\_\_\_.

The condition of the above obligation is that if said principal, as Contractor in the contract hereto annexed, shall faithfully perform each and all of the conditions of said contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the City, necessary to perform and complete, and to perform and complete in a good workmanlike manner, the work of **DAMAGED ROOF REPAIR/REPLACEMENT; CITY HALL, LIBRARY AND FIRE DEPARTMENT, PROJECT NO. 2017-13** in strict conformity with the terms and conditions set forth in the contract hereto annexed, then this obligation shall be null and void, otherwise to remain in full force and effect, and that said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

Surety further agrees, in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, a reasonable attorney's fee to be awarded and fixed by the Court and to be taxed as costs and to be included in the judgment therein rendered.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Surety

Approved as to form:

\_\_\_\_\_  
City Attorney  
City of Corning

**PAYMENT BOND  
CITY OF CORNING, STATE OF CALIFORNIA  
(Section 3247, Civil Code)**

**DAMAGED ROOF REPAIR/REPLACEMENT  
City Hall, Library and Fire Department  
Project No. 2017-13**

WHEREAS, the City of Corning, Department of Public Works, hereafter referred to as "Obligee," has awarded to Contractor, \_\_\_\_\_, hereinafter referred to as "Principal," a contract for the work described as follows: **DAMAGED ROOF REPAIR/REPLACEMENT: PROJECT NO. 2017-13.**

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of \_\_\_\_\_ (\$\_\_\_\_\_ ) for which payment we bind ourselves, jointly and severally.

**THE CONDITION OF THIS OBLIGATION IS SUCH**

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Principal

\_\_\_\_\_  
By: \_\_\_\_\_  
Attorney-in-Fact

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

**DAMAGED ROOF REPAIR/REPLACEMENT  
City Hall, Library and Fire Department  
Project No. 2017-13**

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 **DAMAGED ROOF REPAIR/REPLACEMENT; City Hall, Library and Fire Department, Project No. 2017-13** for which bids are to be opened at Corning, California, on **October 5, 2017**.

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: \_\_\_\_\_

## 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:

**City of Corning  
DAMAGED ROOF REPAIR/REPLACEMENT  
City Hall, Library and Fire Department  
Project No: 2017-13**

As established in Bid Proposal attached hereto and incorporated herein by express reference 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 at the prices set forth in the Bid Proposal marked Exhibit "A", 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 and the whole thereof in the manner and according to this Contract and its Attachments.

**ARTICLE III.** The Contractor shall begin work within 15 days after the date of execution of the Contract. He/She shall diligently prosecute the same to completion with the number of days as shown on the Bid Proposal attached hereto and incorporated herein.

**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](http://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.
- ❖ For the duration of this Agreement, Contractor must maintain all applicable State Licensing to perform the work made part of this Contract, including but not limited to the necessary Licensing issued through the State Contractors Licensing Board.
- ❖ For the duration of this Agreement, Contractor must maintain the minimum bonding requirements for Contractors licensed and existing under the Laws of this State.

**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, its performance, 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 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)..

**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.** If applicable, 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 Contactor'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:**

**CONTRACTOR:**

By: \_\_\_\_\_  
**Kristina Miller**  
**City Manager**

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

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

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

**Attest:**

\_\_\_\_\_  
**Lisa M. Linnet, City Clerk**

Updated with Jody's changes 3/15/17 - Angel