

## LEGAL NOTICE

### NOTICE OF REQUEST FOR PROPOSALS FOR PRUNING APPROXIMATELY 514 PALM TREES IN THE CITY OF CORNING

NOTICE IS HEREBY GIVEN, that pursuant to the order of the City Council of the City of Corning, Request for Proposals will be received by the City Clerk of the City of Corning at 794 Third Street, Corning, CA 96021 until 10:00am on September 6, 2017 for the following:

- Pruning maintenance of approximately 514 Palm Trees within the Corning City limits. (Specifications may be obtained at Corning City Hall located at 794 Third Street, Corning.)
- Pursuant to Section 1770, and following, of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the District office. The successful bidder shall post a copy of such determination at the job site. Sections 1771, 1774, 1775, 1776, 1777.5, 1813 and 1815 of the California Labor Code shall apply.

Request for Proposals shall be submitted in sealed envelopes plainly marked on the outside "**SEALED PROPOSAL - PALM TREE PRUNING - DO NOT OPEN**". All Proposals submitted will be opened and read promptly following the 10am Proposal closing period. Proposal results will be presented at the September 12, 2017 at the 6:30 p.m. Corning City Council meeting for award.

The City of Corning reserves the right to reject any and all bids submitted, to waive any irregularity in the Request for Proposals, or in the event of identical proposals, be the sole judge of the individual/company to receive the contract.

Lisa Linnet  
City Clerk

PUBLISH: August 17, 2017

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

**PALM TREE PRUNING  
SEALED PROPOSALS**

DATE: \_\_\_\_\_

The undersigned \_\_\_\_\_  
(Name of Company)

Request for Proposals to provide services for the pruning of approximately 514 Palm Trees within the City of Corning City Limits.

**PROPOSAL AMOUNT: \$ \_\_\_\_\_ PER TREE NO SKIRTING**

**\$ \_\_\_\_\_ PER TREE WITH SKIRTING**

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

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

Formal proposals will be accepted at 794 Third Street, Corning, CA 96021 until **10:00 a.m. on September 6, 2017**. All proposals must be clearly marked "**SEALED PROPOSAL – PALM TREE PRUNING - DO NOT OPEN.**"

\_\_\_\_\_  
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.

**CITY OF CORNING**  
**Attachment "A"**  
**Palm Tree Pruning Scope of Work**  
**Fiscal Year 2017/2018**

**Scope of Work:**

Scope of work includes the removal of damaged or dead fronds, loose petioles or boots, palm flowers and fruit stalks, and fruits and seeds. Damaged or dead fronds are yellow, brown or broken. Loose petioles or boots are to be removed by hand. If they cannot be removed manually, they are to be left on the tree.

The area of work will encompass Palm Trees located within the City of Corning City Limits, for an estimated total of 514 trees. Each bidder shall be responsible for reviewing the areas to be bid and asking any questions of the Assistant Public Works Director before presenting their bid proposal for the work described.

**All proposals shall be submitted to the City of Corning, 794 Third Street, Corning California, 96021 by 10am on September 6, 2017 in an envelope clearly marked "SEALED PROPOSAL – PALM TREE PRUNING - DO NOT OPEN". All proposals submitted will be opened and read promptly following the 10:00 am Request for Proposal closing. All proposals will be presented for award at the City Council meeting scheduled for Tuesday, September 12, 2017 at 6:30 pm.**

If you have any questions regarding this Request for Proposal please contact Steve Lindeman, Assistant Director of Public Works at 530/824-7029.

**Requirements of Proposal:**

Bid recipient will be required to provide proof (copy) of Workers Compensation Insurance and Liability Insurance in the amount of \$1,000,000 listing the City of Corning as an Additional Insured on an Additional Insured Endorsement as outlined in Article 4 of the Contract. This project also requires the payment of Prevailing Wages to all Employees with proof of wages sent to City Hall on a weekly basis. Contractor shall also be responsible for the following:

- Obtaining a City of Corning Business License.
- State Contractors License
- Registration with the DIR, if required
- Notifying residents three days prior to pruning work in their area.
- Sweep Street, sidewalk and any lawn areas removing all wood chip debris and small branches.
- Clean all debris (tree trimmings, leaves, etc.) from work site. The City Woodwaste Dumpsite located west of town at the intersection of Rawson Road and Carona Avenue is no longer available to contractors. Contractor will be responsible for debris disposal.
- Work hours are from 7am to 4pm Monday through Friday.
- Must provide own State Regulated road signage at each end of working site.
- Certified Arborist.
- Work must be completed within 60 days of execution of Contract.

**CITY OF CORNING**  
**Attachment "B"**  
**Palm Tree Pruning Specifications**  
**Fiscal Year 2017-2018**

THE CITY OF CORNING IS ACCEPTING REQUESTS FOR PROPOSALS FOR THE PRUNING OF APPROXIMATELY 514 PALM TREES AS LISTED BELOW:

<b>Location</b>		<b>Qty</b>
1	First Street	69
2	Second Street	19
3	Third Street	7
4	Fourth Street	57
5	Fifth Street	24
6	East Street	45
7	Tehama Street	50
8	Colusa Street	61
9	Butte Street	59
10	Yolo Street	19
11	Del Norte Ave	3
12	Solano Street	2
13	North Street	12
14	Corona Ave	47
15	Almond Street	5
16	Fig Street	2
17	Marin Street	6
18	South Street	5
19	Walnut Street	2
20	Pear Street	4
21	Palm Ave	14
22	Hwy 99W & South Ave	1
23	Link Street	1

Included in the proposal amount should be all costs for skirting to 20% or less of the treetop, removal of dead palm fronds, and the clean-up and hauling to the county dump site any and all debris.

The City of Corning requires a City Business License, Workers Compensation Insurance, and \$1,000,000 Liability Insurance with the City of Corning listed on a separate Additional Insured Endorsement.

Pursuant to Section 1770, and following, of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the District office. The Individual/Company with the successful proposal shall post a copy of such determination at the job site. Sections 1771, 1774, 1775, 1776, 1777.5, 1813 and 1815 of the California Labor Code shall apply.

Any questions regarding this Request for Proposals should be addressed to Steve Lindeman, Assistant Public Works Director at City Hall, 794 Third Street, Corning, CA 96021.

Phone Number: 530/824-7029

## Contract for Palm Tree Pruning 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  
2017-11 Palm Tree Pruning

Contract Documents for which have been prepared by: **Dawn Grine, Public Works Director.**

**ARTICLE II.** The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein at the following prices, 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 the Contract Documents and the requirements of the Engineer under them to wit:

1. Palm Tree Pruning Scope of Work Attached Hereto as Exhibit "A"
2. Palm Tree Pruning Specifications Attached Hereto as Exhibit "B"

As shown on the Proposal attached hereto and incorporated herein.

**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 Proposal attached hereto and incorporated herein.

### **ARTICLE IV. Licensing, Insurance & Labor Code Requirements**

1. Contractor agrees to secure and maintain a general liability insurance policy in a sum not less than \$1,000,000.00 during the term of the Contract Agreement and any extension thereto, and shall name the City of Corning as an additional insured under the general liability insurance policy. Contractor shall also secure and maintain, during the term of the Contract Agreement, Automobile Liability Insurance at limits competitive in the construction industry of like kind, which shall be applicable and cover those vehicles operating on the project, and any transfer obligation to/from the project, as well as Workers Compensation Insurance where applicable and/or required under California law.
2. Contractor shall purchase and maintain a City of Corning Business License and any other applicable license issued by the State of California required for such work.
3. A contractor and/or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter,

unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

4. In accordance with the provisions of Section 1770, and following, of the Labor Code of the State of California, the City of Corning has ascertained that the general prevailing rate of wages applicable to the locality in which the work is to be done will be listed in the "General Prevailing Wage Rates as determined by the Director of Industrial Relations," which is on file at City Hall and available from the California Department of Industrial Relations Internet website at [www.dir.ca.gov](http://www.dir.ca.gov).
5. It is mandatory that the Contractor to whom the contract is awarded and any subcontractor under him pay not less than said specified rates to all persons employed by them or either of them in the execution of the contract. The successful bidder shall post a copy of such determination at the job site and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

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

**ARTICLE VI. Termination of Contract.** This Contract Agreement can be terminated for cause, which includes the following circumstances:

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

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

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

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

**ARTICLE X.** If during the performance of Contactor's work Contractor, its agents, or employees discover a dangerous condition that presents a possible danger to the public,

including but not limited to limb drop, topple or other condition that presents a possible hazard to the general public or is otherwise reasonably perceived by Contractor as a danger to the public, Contractor shall immediately notify 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