

REQUEST FOR BIDS

**CHINO VALLEY INDEPENDENT
FIRE DISTRICT**

**WEED, BRUSH AND RUBBISH
ABATEMENT**

(For 2019-2021 Seasons)

Bid No. 19-02
(Re-Bid of Bid No. 19-01)

Submittal: Sealed bids must be received on or before
March 05, 2019, by 4:00 pm local time.

Addressed to: Steve Heide
Finance Director
Chino Valley Independent Fire District
14011 City Center Drive
Chino Hills, California 91709

Mark Envelope: “SEALED BID No. 19-02, WEED, BRUSH AND
RUBBISH ABATEMENT”

**BIDS RECEIVED AFTER THE TIME AND DATE STATED ABOVE SHALL BE
RETURNED UNOPENED TO THE CONTRACTOR.**



Chino Valley Independent Fire District Request for Bids

Bid No. 19-02

Weed, Brush and Rubbish Abatement

INTRODUCTION

The Chino Valley Independent Fire District (hereinafter referred to as the “DISTRICT”) is inviting bids from qualified contractors for the removal of weeds, brush and rubbish within the DISTRICT’S service area. Contractors desirous of submitting bids are hereinafter referred to as “CONTRACTOR” or “CONTRACTORS.”

GENERAL INFORMATION

The DISTRICT is located in the southwest region of San Bernardino County. The jurisdiction of the DISTRICT is approximately eighty (80) square miles in size and has an estimated current population of approximately 175,000. It is projected that the DISTRICT population will be over 200,000 within the next twenty (20) years. The Cities of Chino, Chino Hills, and surrounding unincorporated areas are served by the DISTRICT. The DISTRICT is bordered by Los Angeles County to the northwest; Orange County to the southwest; Riverside County to the southeast; the City of Ontario to the northeast and the City of Montclair to the north.

The DISTRICT is organized as a special district and is independently governed by a five-member elected board of directors, and its mission is to protect the lives and property of the community from the detrimental effects of fires, medical emergencies and other hazardous conditions.

For additional information regarding the DISTRICT, CONTRACTORS may visit the DISTRICT'S website at www.chinovalleyfire.org.

DEFINITIONS

1. "Approved" when used herein shall mean that sanction of method or means has been granted by the DISTRICT unless otherwise defined.
2. "Area" when used herein shall refer to any section or area of land where the DISTRICT is contracted to perform weed abatement services.
3. "Bidder" when used herein shall refer to a party or firm proposing to do the work specified.
4. "Call Out" when used herein shall refer to a vendor who has been called back to work on a less than eight (8) hour non-scheduled workday.
5. "Equal" when used herein shall refer to substitution of any material, product, thing or service which shall be substantially equal to or better in every respect to that so indicated or specified.
6. "Weed Abatement Unit" when used herein shall mean the DISTRICT or its authorized representative.
7. "Hand Clearing Contract" when used herein shall mean that a vendor is to be compensated on an hourly basis.
8. "Hourly Tractor Contract" or "Hourly Contract" when used herein shall mean a vendor tractor operation, which shall be compensable on an hourly basis.
9. "Improved Sidewalk" when used herein shall mean a sidewalk of concrete or other materials which defines borders.
10. "Night" shall be deemed to include the hours from 6:00 p.m. to 6:00 a.m. of the next succeeding day.
11. "Parcel" when used herein shall mean a tract or plot of land as designated by the County Assessor to receive a separate property tax bill.
12. "Parkway" when used herein shall mean that area between a curb or street and an Improved Sidewalk as defined herein.

13. "Perimeter" when used herein shall refer to the normal and Reasonable boundary line of the Parcel and includes, but is not limited to, fence and wall lines, sidewalks, curbs, and corners.
14. "Reasonable" when used herein will be determined by the Weed Abatement Unit or its authorized representative.
15. "Square Foot and/or Hourly" when used herein shall mean that a vendor is to be compensated on a square-footage and/or hourly basis. Determination as to which method of compensation will be used rests with the DISTRICT.
16. "Square-Footage Contract" when used herein shall mean a vendor's work shall be compensable on a square-footage basis.

BID SPECIFICATIONS AND INFORMATION

1. Examination of Plan, Conditions, etc.

The CONTRACTOR must make a careful examination of any work order awarded pursuant to this Request for Bids. The CONTRACTOR must fully inform itself as to the character of work required, and should make a careful examination of the Area and geographical terrain in which the work is to be performed. The DISTRICT will in no case be responsible for any loss or any unanticipated cost that may be suffered by the CONTRACTOR as a result of the CONTRACTOR'S failure to fully inform itself in regard to all conditions pertaining to the work.

2. Duration of Contract

- a. The contract shall run for one (1) year.
- b. If CONTRACTOR is unable to meet all or a portion of the obligation, the DISTRICT may request and assign another CONTRACTOR to perform the work required.
- c. Renewal: The Contract may be extended for two (2) additional one (1) year periods under the same terms as original contract at the option of the DISTRICT.

3. Property to be Cleared

Any CONTRACTOR who is awarded a bid pursuant to this Request for Bids shall receive a work order from the DISTRICT describing in detail the work to be performed and the property

to be cleared (hereinafter referred to as the "PLAN").

All property to be cleared shall be within the limits of the DISTRICT'S boundaries, within San Bernardino County. Separate Parcels of land shall be designated by the DISTRICT Weed Abatement Unit. Weeds existing upon or in front of said Parcels, unless they have been removed by the property owner prior to the arrival of the CONTRACTOR, shall be cleared according to the PLAN.

4. Laws to be Observed

- a. The CONTRACTOR shall keep fully informed of all County, State, and Federal laws and Local Municipal Ordinances including vehicle code and regulations which in any manner affect 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. If any discrepancy or inconsistency is discovered in the PLAN, specifications, or contract for the work in relation to any law, ordinance, regulation, order, or decree, the CONTRACTOR shall report the same to the DISTRICT in writing forthwith.

The CONTRACTOR shall at all times, observe and comply with, and shall cause all agents, subcontractors, and employees to observe requirements, laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the DISTRICT and all of its officers, agents, or servants against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree, whether by itself, its subcontractors, or its employees.

CONTRACTOR shall at all times enforce strict discipline and good order among its employees and shall not employ or work unfit persons or **anyone not skilled in the operation of equipment and work assigned to them.** CONTRACTOR shall not allow or permit employees or subcontractors to use, possess or be under the influence of alcohol or illegal substances while on the job. CONTRACTOR shall not allow or permit employees or subcontractors to be under the influence of any legal substance which might impair judgment or otherwise affect their ability to safely perform their duties under this agreement. Any employee violating these provisions will be permanently removed from the DISTRICT job site.

- b. The CONTRACTOR shall procure all permits and licenses, and pay all charges and fees, incidental to the due and lawful performance of the work.
- c. CONTRACTOR shall follow all guidelines and procedures established by the DISTRICT concerning environmental precautions and monitoring. If any parcel that is ordered for abatement is discovered to have environmental protections before or during abatement

work, CONTRACTOR shall immediately cease abatement of said Parcel and notify the Weed Abatement Unit immediately.

5. Employment Eligibility Verification - CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under the contract are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its subject personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. CONTRACTOR shall indemnify, defend and hold the DISTRICT harmless from any employer sanctions or other liability that may be assessed against DISTRICT or CONTRACTOR.
6. Record of Wages Paid: Inspection
 - a. CONTRACTOR and any subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked by day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him/her in connection with the work under this contract. CONTRACTOR shall pay all required overtime under Federal and/or State law.
 - b. The payroll records enumerated under subdivision (a) above shall be certified and shall be available for inspection at all Reasonable hours at the principal office of the CONTRACTOR on the following basis:
 - 1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request.
 - 2) A certified copy of all payroll records enumerated in subdivision (a) above, shall be made available for inspection or furnished upon request to a representative of the DISTRICT, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - 3) Each CONTRACTOR shall file a certified copy of the records enumerated in subdivision (a) above, with the entity that requested such records within ten (10) days after receipt of a written request.
 - 4) The CONTRACTOR shall inform the DISTRICT of the location of the records enumerated under subdivision (a) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location

and/or address.

- 5) In the event of noncompliance with the requirements of this section, the CONTRACTOR shall have ten (10) days in which to comply, subsequent to receipt of written notice specifying in what respects CONTRACTOR must comply with this section. Should noncompliance still be evident after such 10-day period, the CONTRACTOR shall as a penalty forfeit to the DISTRICT twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated.
- 6) The responsibility for compliance with this Article shall rest upon the principal CONTRACTOR.

7. Labor Requirements

Night, Saturday, Sunday, and Holiday Work: No Hourly Contract work shall be performed at Night, on Saturdays, on Sundays, or any day when the DISTRICT'S Administration Office is closed, except with the permission of the Weed Abatement Unit.

8. Subcontractors

CONTRACTORS shall specify in bid the name and address of any proposed subcontractor(s) who may perform work or labor or render service to the CONTRACTOR in or about the performance of the work or improvement contemplated under this Request for Bids, including a description of the type and amount of work which each subcontractor may undertake.

No CONTRACTOR whose bid is accepted shall, without the prior consent of the DISTRICT, either:

- a. Substitute any person as subcontractor in place of the subcontractor designated in the original bid, or
- b. Permit any subcontractor to be assigned or transferred to allow work to be performed by anyone other than the original subcontractor, or
- c. Sublet or subcontract any portion of the work as to which his original bid did not designate a subcontractor.

9. General Equipment Specifications

- a. All tractors and other equipment must be equipped with a United States Forest Service

approved type spark arrestor.

- b. Two (2) fire extinguishers shall be required. One (1) ten (10) pound, dry chemical all-purpose ABC type and one stored pressure class A rated water fire extinguisher. Extinguishers must be Underwriters Laboratory approved, and must be mounted on tractor, ready and available for use at all times. Fire extinguishers shall display current inspection tag upon beginning of contract and each year thereafter.
- c. All equipment shall be available for inspection by the Weed Abatement Unit prior to the awarding of contracts. Unsatisfactory equipment will be rejected.
- d. All trucks and trailers used for transportation of equipment must comply with State Public Utilities Commissioner Regulations. CONTRACTOR shall provide at the job site, the necessary tools, spare parts and equipment to allow the operator to make minor repairs and to keep contracted equipment operating and serviceable throughout the day.

10. Hourly Contract (Limited Use)

- a. CONTRACTOR must have the ability to obtain a tracklayer tractor for steep use. Acceptable tractors will be of the Caterpillar D-4 class or Equal to with blade available, **including separate transport and operator for each tractor.** In all cases these tractors must have an S.A.E. Net Horsepower of 65 or more. Equal tractors are as follows but not limited to:

D-4 Class

Caterpillar D-4D or D-4E
International Harvester TD-8E
Case 850B
John Deere 650G
John Deere 450G or 550G

Tractors must be equipped with United States Forest Service approved spark arresters and two (2) fire extinguishers shall be required, one (1) ten (10) pound, dry-chemical all-purpose ABC type and one (1) stored pressure class A rated water fire extinguisher. Tractors of the D-4 type or Equal must have a minimum gauge (track center to track center) of not less than fifty-four (54) inches and must be equipped with grousers (minimum of two (2) inches). For those tractors over ten (10) years of age, the CONTRACTOR must furnish proof of re-manufacture.

Suitable proof shall be as follows:

- 1) Dealer invoices for service or repair.
- 2) Parts invoices for self-services equipment.
- 3) Written recommendations from such sources as other municipalities, land developers, etc. as to the performance of the specific pieces of equipment being offered.

All such proof shall be dated and signed by a responsible agent of said dealership, municipality or if the equipment has been self-maintained, the proof shall be dated and signed by the CONTRACTOR or such authorized representative as the CONTRACTOR may have designated.

- b. The disc shall be hydraulically controlled and of an offset ("scissor") type to permit efficient turning either right or left, with not less than twenty-six (26) inch diameter cutting-type blades. Weights used with disc shall be immediately available and used as requested by the Weed Abatement Unit. Discs used with D-4 tractors, or a tractor Equal to the D-4 tractor, shall be not less than seven (7) feet, six (6) inches wide, weighing at least 4,000 lbs. There must be documentation of the weight of the disc either by certificate of weight from a public scale or other written documentation.
- c. If a dozer blade is required to clear a specific property, it shall be hydraulically operated of an angle-type and not less than eight (8) feet wide for D-4 tractors or Equal.
- d. Truck and trailer for the tractor and disc shall be provided by the CONTRACTOR. The truck shall have sufficient horsepower to negotiate grades encountered during the transportation of the tractor and disc. The trailer shall be of a size and tilt type to allow for loading and unloading on limited access work sites. Exceptions are subject to the approval of the Weed Abatement Unit.

11. Square-Footage Mowing (Limited use, bid same as square-footage discing)

- a. Acceptable tractor will be of a rubber tire type, 30 to 70 PTO Horsepower.
- b. Acceptable mowing attachment will be of a flail type with a minimum of 7-foot cutting width. A rotary mower may be used when Approved in advance by the Weed Abatement Unit.

12. Square-Footage Contract

- a. Additional tractors may be utilized at the discretion of the Weed Abatement Unit and the

CONTRACTOR.

- b. Square-Footage Contract in Chino Hills requires a Caterpillar D-4 class or Equal tractor with the same specifications as listed under the Hourly Contract (limited use). The Square-Footage Contract for the City of Chino can be either a Caterpillar D-4 type tractor or rubber tire tractor or Equal with the capacity to pull a disc not less than seven (7) feet, six (6) inches wide weighing at least four thousand (4,000) pounds with blades of not less than twenty-six (26) inch diameter cutting type blades.
- c. A constant level of work shall be performed on a continuous daily basis and shall be maintained from start to completion of all Parcels specified, except at Night.
- d. Truck and trailer for the tractor and disc or mower shall be provided by the CONTRACTOR. The truck shall have sufficient horsepower to negotiate grades encountered during the transportation of the tractor and disc. The trailer shall be of a size and tilt type to allow for loading and unloading on limited access work sites. Exceptions are subject to prior approval of the Weed Abatement Unit.
- e. CONTRACTOR will provide perimeter clearance as required by any PLAN awarded pursuant to this Request for Bids. This will include clearance along all frontages; including Parkways, slopes, fence lines, sidewalk edges and all remaining sides of Parcel.
- f. An invoice listing the Parcel number, charges and hours involved with clearing the Parcel, shall be sent to the DISTRICT within ten (10) working days after the completion of abatement on the Parcel.

13. Hand Clearing Contract

- a. Acceptable trucks for hauling weeds, rubbish and brush will be of two (2) ton or larger size and be stake side equipped or packer loader trash type truck. Equal vehicles will be accepted.
- b. Chippers may be used where it is deemed possible by the CONTRACTOR and the Weed Abatement Unit.
- c. CONTRACTOR shall provide power and hand tools of sufficient quantity to handle the job. Examples of such tools are chain saws, brush cutters, weed eaters, and various hand tools.
- d. CONTRACTOR shall provide safety equipment for all hand crews. Examples shall be earplugs, helmets, boots, gloves, goggles, shin guards, and any other appropriate safety

equipment as required by the CAL OSHA.

- e. A constant level of work shall be performed on a continuous basis and shall be maintained from start to completion of all Parcels specified. All work should be completed within thirty (30) days of designated zone starting date. If not completed by that time, the work may be reassigned to another CONTRACTOR, or completed by the DISTRICT.
- f. If upon arrival of the hand crew, if the Parcel is found to be in any stage of clearance by the owner, the Contractor should not do any work until Approved by the Weed Abatement Unit. The CONTRACTOR should mark a C.B.O. (cleared by owner symbol) on his work sheet. If any CONTRACTOR indicated that it did work on a Parcel, when in fact it was done by the owner, the CONTRACTOR will be prosecuted for fraud.
- g. The Weed Abatement Unit generally will not take prospective CONTRACTORS on a tour of the zone/cluster to be cleared. A map of the DISTRICT boundary is available upon request.
- h. All native weeds and brush shall be cleared one hundred (100) feet from a structure and ten (10) feet from roadways. Other clearance up to two hundred (200) feet may be required as specified by the PLAN or the Weed Abatement Unit. Normal clearance requirements from a structure are thirty (30) feet to mineral earth with the remaining seventy (70) feet cut to three (3) inches.
 - 1) Specimen native shrubs may be maintained throughout the one hundred (100) feet provided; if they are spaced at a distance equal to three (3) times their diameter, but, in no event closer than eighteen (18) feet from other native shrubs, brush, or structures.

The following specimen native shrubs may be retained if properly spaced and trimmed.

SPECIMEN NATIVE SHRUBS

Blue Blossom Ceanothus (Ceanothus thrysiflorus)
Blue Elderberry (Sambucus glauca)
California Laurel or Bay (Unbellularia californica)
California Walnut (Juglans californica)
Catalina Cherry (Prunus lyoni)
Chaparral Currant (Ribes malvacium)
Coffeeberry (Rhamnus californica)
Fuschsia Gooseberry (Ribes speciosa)

Greenbark Ceanothus (*Ceanothus spinosa*)
Hollyleaf Cherry (*Prunus ilicifolia*)
Lemonade Berry (*Rhus integrifolia*)
Toyon (*Photinia arbutifolia*)
Manzanita (*Arctostaphylos* sp.)

The following fire resistive native plants may be used without restriction within one hundred (100) feet of any structure.

FIRE RESISTIVE PLANTS

Brewer's Salt Bush (*Atriplex brewerii*)
Creeping Salt Bush (*Atriplex semibaccata*)
Dwarf Coyote Bush (*Baccharis pilularis* dwarf)
Sandhill Sagebrush (*Altemisia pycnocephala*)
Yerba Santa (*Eriodictyon trichocalyx*)
4-Wing Salt Bush (*Atriplex canescens*)

- 2) Specimen native shrubs shall be maintained free of dead wood and litter and trimmed up at least two (2) feet from the ground or one-third (1/3) of their height whichever is less. Dead fronds on palm trees shall be trimmed up to at least six (6) feet from the ground, or one-third (1/3) of the tree's height, whichever is less.
- 3) If the CONTRACTOR has indications of possible erosion resulting from the planned work, he shall notify the Weed Abatement Unit and a mutual decision will be made as to the clearance of the Parcel.

14. Tumbleweed Mowing

- 1) Tractor: Acceptable tractors will be of a rubber tire type with a minimum of ninety (90) HP unless otherwise Approved by the Weed Abatement Unit. The condition of the rear tires must not exceed eighty percent (80%) tire wear before or during the operation.

Equal tractors are as follows but not limited to:

Case/I-H JX90U
John Deere 6410
New Holland TS110

- 2) Mowers. Acceptable mowers will be of a rotary type with a minimum swath of seven (7) feet.

15. Special Provisions

The above specifications are preferred; however, exceptions if necessary may be allowed at the discretion of the DISTRICT.

If methods or equipment included in bid are unfamiliar to the DISTRICT, a field demonstration may be required.

16. Performance Specifications

a. Authority of Weed Abatement Unit

- 1) The Weed Abatement Unit, with input from the foreman, shall evaluate the quality of the work performed; the rate of progress of the work, and the satisfactory performance of the work by the CONTRACTOR; and the Weed Abatement Unit shall interpret ambiguities, and correct discrepancies or omissions in the Plans. No lot shall be cleared of weeds except as expressly directed by the Weed Abatement Unit.
- 2) Prior to start of work, the foremen and any person in charge of measurement/billing must attend a mandatory briefing at the DISTRICT headquarters for updated information regarding DISTRICT requirements for abatement and the procedure for documentation and billing.

b. Exclusivity

- 1) Contractor will work exclusively for the DISTRICT for a period of fourteen (14) days commencing on the start date set forth in above briefing. Start date is anticipated to be the first Monday of June plus or minus two (2) weeks.

c. Removal of Weeds

- 1) The CONTRACTOR shall, within ten (10) days receipt of notice, commence abatement procedures on the Parcels designated by the Weed Abatement Unit. Adequate inspection will be provided for the CONTRACTOR to ensure continuity of action.

Abatement of the weeds shall be done once on all Parcels within the DISTRICT and also any time thereafter as deemed necessary by the Weed Abatement Unit within the time limits of the Contract. Abatement should be by discing unless otherwise Approved by the Weed Abatement Unit.

- 2) Lots or Parcels shall be disced as closely to fences, hedges, trees and structures as is practical to work equipment without causing damage to said fences, hedges, trees and structures. Provisions for clearing of Parkways up to ten (10) feet in width is included within the designated square footage for a given Parcel. Parkways in excess of ten (10) feet in width when cleared by the CONTRACTOR shall be compensated for as a separate operation. It shall be the Weed Abatement Unit's prerogative to require CONTRACTOR to perform additional work, without compensation, on Parcels or lots where in the Weed Abatement Unit's judgment more than a normal Perimeter was left un-cleared or the work was not satisfactory for any other reason.
- 3) If discing is impractical, impossible, or undesirable as determined by the Weed Abatement Unit, mowing or hand clearing shall be utilized as directed by the Weed Abatement Unit.
- 4) A constant level of work shall be performed on a continuous daily basis and shall be maintained from start to completion on all Parcels specified. Discing performed under the Hourly Contract shall meet the minimum work standard of one and one-half (1 1/2) acres per hour on Parcels that consist of reasonably level terrain and are relatively free from debris.
- 5) Discing shall be completed by the date specified in the bid. The actual starting dates may be changed by the Weed Abatement Unit depending on weather conditions and the condition of the properties to be cleared. Adequate deadline allowances will be made for postponements. Ten (10) days notice shall be given by the Weed Abatement Unit of any change in dates. Satisfactory quantity and/or quality of work are to be the judgment of the DISTRICT or its authorized representative.
- 6) The CONTRACTOR may ask for an estimate of work to be performed from the Weed Abatement Unit. Said estimate is only for the planning and work estimation purposes of the CONTRACTOR and the DISTRICT will not be responsible for any error occurring in said estimates.
- 7) The entire program shall be conducted in such a manner that inconvenience to adjacent residents shall be minimized.
- 8) Dust shall be kept to a minimum at all times.
- 9) Upon mutual agreement of the CONTRACTOR and the DISTRICT, a CONTRACTOR may be asked to work the equipment in a zone/cluster other than that designated in the contract award. The CONTRACTOR will be compensated at the rate existing in the zone/cluster for which he/she has received a specific award or at the rate

established in the zone/cluster to which it is asked to move this equipment. If the DISTRICT feels that these rates are not in the best interest of the DISTRICT, it may set a rate that is mutually agreed upon between the DISTRICT and the CONTRACTOR.

- 10) The DISTRICT reserves the right to hire other contractors in connection with this work. CONTRACTOR shall afford other contractors Reasonable opportunity for execution of their work and shall properly coordinate his work with other CONTRACTORS as requested by the DISTRICT.
- 11) Photographs of the work will be taken by the CONTRACTOR, both before and after the work, including a date and time stamp, and attached to the billing statement submitted to the DISTRICT. The 'Thefore' photographs taken prior to abatement must sufficiently document the proposed work to be completed, and multiple angles shall be required. The 'after' photographs of the completed abatement shall be taken from the same location(s) as the before photographs. Insufficient photographs will result in the DISTRICT withholding payment for the Parcel concerned until sufficient proof is gained by the submittal of additional photographs or inspection by the Weed Abatement Unit of completed work.

d. Care of Property

The CONTRACTOR shall promptly restore all property displaced or damaged in the course of the work, including but not limited to monuments, stakes, fences, and signs to a condition Equal to that when entered upon the property. The mention of certain articles herein shall not be deemed to restrict the meaning of the word "property".

e. Damage

- 1) All damage to sidewalks, trees, shrubs, and other public or private property arising out of and in the course of the work shall be the responsibility of the CONTRACTOR. Pavement shall not be damaged by equipment.
- 2) It shall be the responsibility of the CONTRACTOR to investigate all damage complaints and make satisfactory settlement in those cases where actual damage has occurred.
- 3) The procedure for handling damage complaints shall be as follows:
 - a) Upon receipt of said damage complaints, the DISTRICT will send two (2) copies to the CONTRACTOR, one (1) for the CONTRACTOR's file and one

(1) to be signed by the property owner, after settlement has been made, and returned to the Weed Abatement Unit. This shall be completed within thirty (30) days after postmark.

- b) If the CONTRACTOR fails to attend to the damage complaint within the thirty (30) days allowed, the DISTRICT will send two (2) copies of said complaint directly to the insurance carrier of the CONTRACTOR involved, one (1) copy to be signed as a release and returned to the Weed Abatement Unit within sixty (60) days after postmark.
- c) If the damage complaint goes unattended for more than one hundred (100) days by both the CONTRACTOR and/or the respective insurance carrier, the DISTRICT may utilize the Performance Bond to cure the complaint.
- d) Failure to attend to property owner claims as herein described may result in contract termination and disqualification from future bidding.

f. Payment

- 1) The DISTRICT'S obligation is payable only and solely from funds appropriated for the purpose of this Agreement.
- 2) Report periods shall be twice monthly, from the 1st of each month to the 15th inclusive, and from the 16th to the 31st inclusive, for completed work only. All completed Invoices are to be returned to the Weed Abatement Unit within ten working days of completing abatement on a Parcel.
- 3) Upon verification, the DISTRICT will pay CONTRACTORS within thirty (30) to forty-five (45) days of receipt of invoice, based on the equipment time report.
- 4) If any discrepancies exist between the invoice and the DISTRICT'S records, the determination of the DISTRICT will be final.
- 5) For all hourly work, CONTRACTORS shall prepare an equipment time report, by Parcel, indicating the hours worked each day of the reporting period. At the end of said reporting period, a copy of the time report shall be provided to the Weed Abatement Unit.
- 6) For all Square-Footage Contracts, the report shall be prepared by the Weed

Abatement Unit and turned over to the CONTRACTOR along with the assessor's parcel number and a description of the work to be performed. A copy of the Assessor's parcel map will be provided if requested. The CONTRACTOR is to complete all necessary clearance and return completed reports and map books to the Weed Abatement Unit.

Each square footage report shall be completed and returned to the DISTRICT no later than ten (10) working days after the completion of the work on each Parcel. The Weed Abatement Unit will verify the reported clearance and return one (1) copy of the report to the CONTRACTOR. It will be the responsibility of the CONTRACTOR to furnish such supervision as is necessary to complete the paperwork and schedule field operations.

- 7) Should a controversy arise as to the reported number of Parcels, the amount of work done, or the sizes of the Parcels cleared by the Contractor in a bi-monthly work period, the decision of the Weed Abatement Unit shall be final.
- 8) Uniform billing in excel format shall be completed by the CONTRACTOR, as provided by the DISTRICT.

g. Operations and Maintenance

- 1) CONTRACTOR shall furnish a DMV-licensed, qualified, cooperative operator to operate all equipment. If an operator is found to be unlicensed, unqualified or uncooperative, the Weed Abatement Unit may halt operations until a satisfactory replacement is furnished.
- 2) CONTRACTOR shall maintain, service, and make repairs to all equipment on its own time and at its own expense.
- 3) CONTRACTOR may substitute comparable equipment Approved by the DISTRICT during equipment breakdown periods.

h. Work Schedule

- 1) Compensable time will begin when work is started under direct supervision of Weed Abatement Unit personnel. All Reasonable travel time during the working day from one Parcel to another will be considered working time.
- 2) The DISTRICT reserves the right to cancel or terminate any or all work orders awarded pursuant to this Request for Bid at any time due to lack of work.

- 3) No specified number of hours will be guaranteed on a CONTRACTOR Call Out; however, the Weed Abatement Unit will attempt to provide four (4) hours of work per Call Out.

INSURANCE REQUIREMENTS

CONTRACTOR shall maintain in full force during the term of the contract, insurance as follows:

1. Comprehensive General and Automobile Liability Insurance: To include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. Policy shall have combined single limits for bodily injury and property damage of not less than \$1,000,000.
2. CONTRACTOR'S employee(s) must possess a valid California driver's license at all times while driving in the course of working under the contract.
3. Worker's Compensation and Employer's Liability: Worker's Compensation as required by the Labor Code of the State of California and employer's liability with limits of \$1,000,000 per accident.
4. Professional Liability and Errors and Omissions Insurance: \$1,000,000 limit.
5. CONTRACTOR will notify the DISTRICT, in advance, if there are any proposed changes in insurance provisions that would impact the above stated requirements.
6. All insurance carriers shall be admitted to do business in the State of California.
7. In advance of commencement of PROJECT, CONTRACTOR shall provide a Certificate of Insurance, naming the DISTRICT, its officers, employees and directors, as additionally insured. CONTRACTOR shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the contract.

REQUIRED BONDING

1. Performance and Labor and Materials Bonds

The Contractor will be required to furnish both a performance bond and a labor and materials bond for the value of the project protecting the DISTRICT from any claims during the course of the contract. Such financial guarantee will be released in the absence of outstanding claims for damage approximately one hundred eighty (180) days after expiration of the contract. If

the claims are outstanding, subject to applicable law, financial guarantee will be held pending satisfactory settlement and release from the property owners affected. If necessary, financial guarantee will be used to satisfy outstanding claims. Said bonds shall be conditioned upon faithful performance by CONTRACTOR of the terms and conditions of the contract and shall be renewed by the CONTRACTOR.

2. Bid Bond

Each sealed bid submitted to the DISTRICT for this work shall contain a bid bond in a sum of \$1,000. Failure to include this bid bond shall result in the disqualification of the bid submitted. A cashier's check payable to the "Chino Valley Fire District" will be accepted in place of a bid bond. This bond or check will be returned to persons who submit bids and are not selected as the low and successful Bidder. These bid bonds or checks will be released immediately following the selection of a CONTRACTOR.

The successful Bidder's bid bond or check will be kept until CONTRACTOR submits to the DISTRICT the necessary proof of insurance and bonds. Failure to provide the necessary certificates for proof of insurance coverage, and bonds will result in the forfeiture of CONTRACTOR'S bid bond or check to the DISTRICT. The contract for this work will then be awarded to the next lowest Bidder.

VENDOR BID PROPOSAL PACKAGE

The Vendor Bid Proposal Package for this bid is an integral part of this Request for Bids. By reference hereto, the Vendor Bid Proposal Package for Bid No. 19-02, and all attachments and schedules thereto, are hereby incorporated into this document.

FORMAT FOR BIDS

- Bids must be sealed and clearly marked, "SEALED BID NO. 19-02, Weed, Brush and Rubbish Abatement," on the outside of the envelope.
- Bids must be submitted ONLY on DISTRICT Bid Sheets. No other quote sheets or bid sheets will be accepted. Additional information may be attached to the Bid Sheets, as deemed appropriate by CONTRACTOR.
- All submitted Bid Sheets must have the name of the representative responsible for making the bid quote, the original signature of an individual authorized to bind the CONTRACTOR, and a business card attached to the lower right hand portion of the form.

- Exceptions to bid scope and/or requirements, if any, must be clearly indicated on Bid Sheet. Additional sheets may be attached to describe exceptions, as necessary.
- All other forms, attachments, statements, etc., as indicated in the Vendor Bid Proposal Package shall be executed and submitted in CONTRACTOR'S bid proposal.
- Inquiries regarding this bid should be addressed to Steve Heide, Finance Director, in writing via email to sheide@chofire.org.

BID SUBMISSION

- Bids must be mailed or delivered to Chino Valley Independent District, 14011 City Center Drive, Chino Hills, CA 91709; Attention: Steve Heide, Finance Director.
- All bids must be received at the DISTRICT'S Administrative Office by **March 05, 2019, by 4:00 p.m local time.**
- No amendments, additions, or alterations will be accepted after this date and time.
- **NO POSTMARKS, FAXED BID SHEETS OR LATE BIDS WILL BE ACCEPTED.**
- Bids shall be valid for ninety (90) days following bid opening date.

On March 05, 2019, at approximately 4:15 p.m. all sealed bids will be opened and read aloud in the DISTRICT Board Room. CONTRACTORS and other interested parties may attend. A copy of the bid results will be posted to the DISTRICT's website, on or after March 07, 2019.

INCURRING COSTS

CONTRACTORS are responsible for any costs incurred by responding to this bid. The DISTRICT is not liable for any cost incurred by CONTRACTORS prior to issuance of an agreement, contract or purchase order.

RIGHT TO REJECT BIDS

Submission of a bid indicates acceptance by the CONTRACTOR of the conditions contained in this bid. Exceptions to the bid MUST be clearly indicated on bid sheet. The DISTRICT reserves the right without prejudice to reject any and all bids or to waive any irregularities and omissions if, in its judgment, the best interest of the DISTRICT will be served. The DISTRICT also reserves the right to reject all bids if they are deemed unsuitable to the DISTRICT'S needs. The DISTRICT reserves the right to determine the completeness of all bids, and reject any incomplete bids.

BID EVALUATION AND AWARD

If awarded, the bid will be awarded to the lowest responsible Bidder in compliance with all applicable regulations, and will be determined by the DISTRICT Board at a regularly scheduled meeting. Bids for discing lots up to one (1) acre, discing lots more than one (1) acre, track layer and hand clearing shall be evaluated separately and independently of each other.

**CHINO VALLEY INDEPENDENT
FIRE DISTRICT**

VENDOR BID PROPOSAL PACKAGE

FOR

WEED, BRUSH AND RUBBISH ABATEMENT

(For 2019 – 2021 Seasons)

BID No. 19-02

(Re-Bid of Bid No. 19-01)



SUBMITTAL DEADLINE: March 05, 2019

**COVER PAGE
BID PROPOSAL
#19-02**

**Submit to
CHINO VALLEY INDEPENDENT FIRE DISTRICT
14011 City Center Drive
Chino Hills, CA 91709**

Deadline: March 05, 2019 4:00 p.m. local time

_____(Contractor), hereby submits this Bid Proposal in accordance with the Request for Bid No. 19-02 for Weed, Brush and Rubbish Abatement.

In addition to this Cover Page, Contractor must execute the Contractor Information, Statement of Experience, List of Subcontractors, Statement of Equipment and Statement of General Information forms which are attached hereto and must execute and cause to be notarized the attached Noncollusion Affidavit. Contractor must also execute the attached Bid Sheet. Contractor acknowledges that if any of the aforementioned documents are not submitted with this proposal or if they are not properly completed, a bid proposal may be rejected.

THE CHINO VALLEY INDEPENDENT FIRE DISTRICT MAY TERMINATE ANY CONTRACT AWARDED PURSUANT TO THIS BID PROPOSAL AT ANY TIME DUE TO LACK OF WORK.

All equipment listed shall be available for inspection within ten (10) days after contractors have been contacted by the Chino Valley Independent Fire District ("District"). Unsatisfactory equipment will be rejected.

All trucks used for transportation of equipment must comply with the State Public Utilities Commission Regulations.

SUB-CONTRACTS - See section 8 (page 7) in the Request for Bids.

Do you intend to use sub-contractors? (YES or NO) _____ If yes, please submit a list of sub-contractors and describe the portion of work that will be done by each sub-contractor.

Your sealed bid must be delivered to the Chino Valley Independent Fire District Headquarters – 14011 City Center Drive, Chino Hills, CA 91709 by 4:00 p.m. local time on March 05, 2019. Bids will be publicly opened at approximately 4:15 PM. A tabulation of all bids received shall be prepared and will be posted to the District's website by March 07, 2019.

A BID BOND OF \$1,000.00 MUST BE ACCOMPANIED WITH YOUR BID PROPOSAL. THE BID BOND MAY BE IN THE FORM OF A CASHIER'S CHECK.

No Bid (√) _____		
Check here for no bid		
If you <u>do not</u> care to bid any items herein, <u>please check</u> no bid, complete and <u>return</u> this page only.		
Vendor _____ (Please Print)	Date _____	
Address _____		
City _____	State _____	Zip Code _____
Signature _____		

CONTRACTOR INFORMATION

The undersigned hereby agrees to furnish the articles and/or services listed herein, at the prices and terms stated, subject to the instructions and conditions specified herein and in accordance with the Request for Bid No. 19-02 for Weed, Brush and Rubbish Abatement, receipt of which is hereby acknowledged. If Contractor is awarded the project, Contractor hereby agrees to execute a Weed Abatement Contract in the form specified by the Fire District within ten (10) business days of the award.

Date _____

Firm Name _____

Firm Address _____

City _____ State _____ Zip Code _____

Firm Telephone Number (____) _____ Firm Fax Number (____) _____

Social Security Number or Federal Tax I.D. Number _____

All information submitted in this bid proposal is true and accurate to the best of my knowledge.

Authorized Signature _____

Printed Name _____ Title _____ Date _____

BIDS SUBMITTED WITH INSUFFICIENT POSTAGE MAY BE RETURNED. POSTMARKS ARE NOT ACCEPTABLE – BIDS MUST BE RECEIVED BY THE DEADLINE.

THIS PAGE TO BE COMPLETED BY CONTRACTOR AND SUBMITTED WITH BID

STATEMENT OF EXPERIENCE

Firm Name

List Previous Contracts – Last Five (5) Years

Start Date	End Date	Jurisdiction or Business	Type of Service Performed	Jurisdiction or Business Contact Name	Contract Amount

NOTE: If more space is needed, please attach additional sheet(s).

Contractor's Authorized Representative Signature

Printed Name/Title

Date

THIS PAGE TO BE COMPLETED BY CONTRACTOR AND SUBMITTED WITH BID

LIST OF SUBCONTRACTORS

Firm Name _____

List All Proposed Subcontractors Who May Perform Work Under Contractor

Subcontractor Name	Mailing Address	City, State and ZIP Code	Description of Work to be Performed	Est. Percent or Amount of Work to be Performed
<i>Ex: John Q. Smith</i>	<i>123 Anywhere Street</i>	<i>Anytown, CA 90000</i>	<i>Hand Clearing Lots</i>	<i>100%</i>

NOTE: If more space is needed, please attach additional sheet(s).

Contractor's Authorized Representative Signature

Printed Name/Title

Date

THIS PAGE TO BE COMPLETED BY CONTRACTOR AND SUBMITTED WITH BID

STATEMENT OF GENERAL INFORMATION

FIRM NAME _____ YES _____ NO _____

1. Are you or is your company the legal owner of all equipment being offered? _____

2. Do you intend to employ subcontractors in any phase of the clearing operation? If so, please provide subcontractor information on List of Subcontractors form (page 5). _____

3. Do you or any subcontractor you intend to employ have Any additional contractual commitments occurring during The term of this contract? If so, please list them (attach separate sheet). _____

4. Is the equipment in your possession at this time available for inspection. (If **no**, when do you plan on securing this equipment?) _____

5. Do you agree to make all equipment offered available for inspection at one location on a mutually-established date? If not, please explain. _____

6. Have you, under your name or any other name, ever had a contract canceled or terminated for any reason? If so, please explain. _____

7. Has any subcontractor that you intend to employ ever had a contract under their name or any other name canceled or terminated for any reason? If so, please explain. _____

Contractor's Authorized Representative Signature Printed Name/Title Date

THIS PAGE TO BE COMPLETED BY CONTRACTOR AND SUBMITTED WITH BID

NONCOLLUSION AFFIDAVIT
TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH BID
Chino Valley Independent Fire District
Weed, Brush and Rubbish Abatement
Bid No. 19-02

_____ (Name), being first duly sworn, deposes and says that he or she is
_____ (Title) of _____ (Company), the party making the
foregoing bid and 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, or 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 agent thereof to effectuate a collusive or sham bid.

Signature of Contractor

Date Signed

Business Address

Business City, State ZIP

(Attach notary acknowledgement of signature)

THIS PAGE TO BE COMPLETED BY CONTRACTOR AND SUBMITTED WITH BID

WEED, BRUSH AND RUBBISH ABATEMENT BID SHEET GUIDELINES

Bid Item 1 and 2-Discing Lots

Weed Abatement by discing shall be accomplished by discing with a double-throw disc at sufficient depth to place all weeds under soil surface. Discing is the plowing of weeds using reasonable care as to not disturb under/over ground utilities, destruction to fencing, trees, bushes, buildings, equipment, supplies or adjoining land, including fire due to reckless/negligent plowing of land. Wherever practical and unless otherwise specified, discing is to be considered the primary method of abating weeds. Whenever it is impractical or unsafe of reason of topography to use conventional rubber tire tractors to disc lots, the weeds shall be disced by use of a tracklayer type tractor (D4 or equivalent.) Because of steep topography, only tracklayer/Caterpillar D4 or equivalent tractors will be considered for Chino Hills. In both Chino and Chino Hills, the tractors used must have adequate horsepower to pull a disc not less than 7 feet, 6 inches wide weighing at least 4,000 pounds with blades of not less than twenty-six inch diameter cutting-type blades. The tractor contractor shall be capable of operating two (2) tractors in the field for the length of the contract. Photographs of the work will be taken by the Contractor, both before and after the work, including a date and time stamp, and attached to the billing statement submitted to the Fire District. The 'before' photographs taken prior to abatement must sufficiently document the proposed work to be completed, and multiple angles shall be required. The 'after' photographs of the completed abatement shall be taken from the same location(s) as the before photographs. Insufficient photographs will result in the Fire District withholding payment for the parcel concerned until sufficient proof is gained by the submittal of additional photographs or inspection by the Weed Abatement Unit of completed work.

Method of Clearing – Where the acreage consists of five (5) acres or less, it shall be cleared completely. Where the acreage consists of more than five (5) contiguous acres, a one hundred (100) foot wide strip shall be cleared at the perimeter of the property and a one hundred (100) foot wide strip shall be cleared around any structure or other thing, object, area deemed to require protection from an approaching vegetation fire by the inspector. In both cases, payment will be based on actual acreage disced.

Tumbleweed Abatement - Contractors will also be used in tumbleweed abatement in all areas during October through November.

Measurement and Payment-Bid Item 1 and 2

The unit of measurement for discing lots shall be the acre measurement as taken from the County of San Bernardino Assessor's Parcel Maps or by actual measurements by the Fire District and the contractor. All lots cleared that are less than one acre shall be paid at the 'up to one acre' bid price. All lots greater than one acre will be paid at the 'one-to-five acre' bid price.

All parcels over five (5) acres will be paid for the actual acreage disced. For billing purposes a parcel over an acre in size will be rounded off as follows: when the fractional portion of the parcel size is less than .34 acres it will be rounded down and if greater than .34 acres it will be rounded up.

Example: A parcel with a total acreage of 2.33 would be billed at two (2) acres. Whereas a parcel with an acreage of 2.34 would be billed at three (3) acres.

The amount of work and the type of work to be performed shall be under the direction of, and only with authorization of, the Weed Abatement Unit of the Fire Department or its authorized representative.

Bid Item 3-Track Layer/D4

Some areas of steep terrain may be difficult to calculate acreage. In those instances, a track layer will be utilized. Weed Abatement by discing shall be accomplished by discing with a double-throw disc at sufficient depth to place all weeds under soil surface. Discing is the plowing of weeds using reasonable care as to not disturb under/over ground utilities, destruction to fencing, trees, bushes, buildings, equipment, supplies or adjoining land, including fire due to reckless/negligent plowing of land. Wherever practical and unless otherwise specified, discing is to be considered the primary method of abating weeds. Photographs of the work will be taken by the Contractor, both before and after the work, including a date and time stamp, and attached to the billing statement submitted to the Fire District. The 'before' photographs taken prior to abatement must sufficiently document the proposed work to be completed, and multiple angles shall be required. The 'after' photographs of the completed abatement shall be taken from the same location(s) as the before photographs. Insufficient photographs will result in the Fire District withholding payment for the parcel concerned until sufficient proof is gained by the submittal of additional photographs or inspection by the Weed Abatement Unit of completed work.

Tumbleweed Abatement - Contractors will also be used in tumbleweed abatement in all areas during October through November.

Measurement and Payment-Bid Item 3

The unit of measurement for track layer discing when the acreage cannot be calculated shall be by the hour. This tractor is required for hourly discing in lieu of square footage discing on those parcels which the Fire District has determined that square footage discing is not in the best interest of the property owner and the Weed Abatement Unit. The minimum rate shall be for two hours with expected progress of 1-1/2 acres per hour.

Bid Item 4-Hand Clearing Lots

Whenever it is impractical by reason of topography, location of trees, shrubbery, buildings, or fences, to disc, mow, or use heavy equipment over a significant portion of the parcel, the weeds shall be removed by weedwacker, hoe, rake, or other means employing hand labor. All cuttings accumulated by the above described method shall be disposed of daily at an authorized disposal area. Hand clearing will include the trimming of trees to provide clearance 6 feet up from the ground or one-third of the tree's height, whichever is less, as described in Request for Bids No. 19-02 Section 13 Item H. Hand clearing shall only be done by approval of the Weed Abatement Unit Fire Inspector. The hand work contractor shall be capable of operating three (3), two (2) person crews in the field for the length of the contract. Photographs of the work will be taken by the Contractor, both before and after the work, including a date and time stamp, and attached to the billing statement submitted to the Fire District. The 'before' photographs taken prior to abatement must sufficiently document the proposed work to be completed, and multiple angles shall be required. The 'after' photographs of the completed abatement shall be taken from the same location(s) as the before photographs. Insufficient photographs will result in the Fire District withholding payment for the parcel concerned until sufficient proof is gained by the submittal of additional photographs or inspection by the Weed Abatement Unit of completed work.

Tumbleweed Abatement - Contractors will also be used in tumbleweed abatement in all areas during October through November.

Measurement and Payment – Bid Item 4

Payment for hand clearing lots, or portions thereof, will be made on an hourly basis and shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all the work as herein provided. The hourly rate quoted will be for a two (2) person crew with equipment. Time will start when crew arrives at the job site and stop when work is completed. Time will be rounded off to fifteen minute increments. No travel time between jobs will be paid.

Work Estimate

Bid Item 1 and 2 – 49 lots at ¼ acre to 40,000 acre

Bid Item 3 – 20 hours at 1 ½ acres per hour

Bid Item 4 – 45 lots at 5,000 square feet

Numbers of parcels and hours quoted are estimates only. The Fire District makes no guarantee as to the actual amount of work to be performed.

Firm Name _____

Chino Valley Independent Fire District
BID SHEET
Bid No. 19-02
WEED, BRUSH AND RUBBISH ABATEMENT

ITEM	DESCRIPTION	UNIT PRICE AMOUNT
1	Discing Lots (up to one acre) Rubber Tire and Track Layer/D4	_____ per acre
2	Discing Lots (more than one acre) Rubber Tire and Track Layer/D4	_____ per acre
3	Track Layer (Caterpillar D4 or equivalent only)	_____ per hour
4	Hand Clearing Lots (price per person, based on a two- person minimum crew)	_____ per hour

Check this box to indicate bid exceptions, which should be explained with an attached sheet.

Contractor's Authorized Representative Signature

Printed Name/Title

Date

(Attach business card here)

THIS PAGE TO BE COMPLETED BY CONTRACTOR AND SUBMITTED WITH BID

CHINO VALLEY INDEPENDENT FIRE DISTRICT

Sample Contract

FOR

**WEED, BRUSH AND RUBBISH
ABATEMENT**

(For 2019 – 2021 Seasons)

BID No. 19-02
(Re-Bid of Bid No. 19-01)



**CHINO VALLEY INDEPENDENT FIRE DISTRICT
ABATEMENT SERVICES AGREEMENT**

THIS ABATEMENT SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, (“Effective Date”) by and between the CHINO VALLEY INDEPENDENT FIRE DISTRICT, a fire protection district organized under the laws of the State of California (“District”) and _____ (“Contractor”).

RECITALS

- A. The District desires to obtain vegetation, litter and rubbish management and abatement services, as further described herein (“Services”) from an independent contractor for properties located within the District.
- B. Contractor has submitted a proposal to the District to provide such Services in accordance with the terms set forth in this Agreement.
- C. By submitting a proposal to the District, Contractor represents that Contractor and Contractor’s employees have the experience, expertise, training, competence and qualifications necessary for the satisfactory performance of the Services designated herein.
- D. District desires to retain Contractor to provide the Services described herein and Contractor desires to provide the Services to District in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

AGREEMENT

1. Contractor Services. Contractor hereby agrees to furnish all labor, material, equipment, and tools for the forced abatement of litter, weeds, and rubbish from the parcels depicted in the map attached hereto as Exhibit A and incorporated herein by this reference pursuant to the terms and conditions set forth in (1) this Agreement, (2) the District’s Request for Bids, Bid No. 19-01, Weed Brush and Rubbish Abatement, attached hereto as Exhibit B and incorporated herein by reference, and (3) Contractor’s submission of its Vendor Bid Proposal Package for Weed, Brush and Rubbish Abatement, Bid No. 19-02, dated _____, attached hereto as Exhibit C and incorporated herein by reference .

1.1 Compliance with State Law and District Code. The Contractor shall cooperate fully with the District in performing services in accordance with this Agreement, State law and District Code. Contractor shall identify and preserve biological habitat, while maintaining strict adherence to District Code.

1.2 Forced Abatements. Forced abatements shall be performed by the Contractor, as required by the District.

1.2.1 The District, in its sole discretion, shall determine when forced abatement is required, and shall issue a Work Order Authorization (“Order”) for abatement services to be

performed by Contractor. No abatement work shall be performed by the Contractor until such Order has been received from the District.

1.2.2 Contractor shall abate said properties within ten (10) days of receipt of Order from District.

1.2.3 Contractor will work exclusively for the Fire District for a period of fourteen (14) days commencing on the start date set forth in pre-season briefing. Start date is anticipated to be the first Monday of June plus or minus two (2) weeks.

1.2.4 The Contractor shall bill District within ten (10) days of completion of abatement of District parcels.

1.2.5 Contractor shall present, in conjunction with billings, photos of each parcel before and after abatement as described in Request for Bid #19-01 Section 16 Item C Point 11.

1.3 Public Relations. The Contractor shall maintain good public relations with all citizens, groups and organizations associated with the project.

1.3.1 Complaints. Contractor shall respond within two (2) working days, in writing or by telephone, to all complaints and/or inquiries concerning violations of District Code. Any complaints about work performed by the Contractor that cannot be resolved by the Contractor shall be directed to the District's Fire Chief or his or her designee.

1.3.2 Meetings. An authorized representative of the Contractor shall meet with the District, upon request, to discuss the Services or any other issues or concerns which may arise during the term of this Agreement.

2. District Services. The District shall provide the following services:

2.1 Program Oversight. The District or its authorized representative shall provide overall quality assurance of the Services by providing written and oral standards and guidelines, reviewing correspondence and documentation, and reviewing citizen comments and complaints, if any. The District, or its authorized representative, shall field inquiries and complaints and forward the information to the Contractor. Notwithstanding the preceding, nothing set forth herein shall be deemed to confer liability or responsibility on to the District or its authorized representative for Services provided hereunder by the Contractor, as an independent contractor to the District.

2.2 Approval of Forced Abatements. The District or its authorized representative shall authorize all forced abatements in writing, by signing the Order.

3. District's Authorized Representative. The Fire Marshal, under the authority of the District and the Fire Chief, shall be the District's authorized representative in the interpretation and enforcement of all provisions of this Agreement. Notwithstanding the preceding, this Agreement may only be revised in accordance with Section 13.9 hereunder.

4. Term; Termination.

4.1 Term. The term of this Agreement shall be for a period of one (1) year from the Effective Date. The Contractor shall immediately begin the provision of Services hereunder upon the Effective Date of the Agreement as set forth above.

4.2 Renewal. Unless otherwise terminated as provided in Section 4.3, anytime prior to the expiration of the Agreement under Section 4.1, this Agreement may be extended for one (1) year by mutual written agreement of both parties, for up to two (2) one year renewals.

4.3 Termination. The District may terminate this Agreement for any reason, at its convenience, upon thirty (30) days written notice to Contractor. Contractor may terminate this Agreement, for any reason, at its convenience, upon sixty (60) days written notice to District. Notice shall be provided to the addressed set forth in Section 13.6 herein.

5. Time of the Essence. Time is of the essence in the performance of Services under this Agreement.

6. Standard of Care. All work performed under this Agreement shall be in accordance with all applicable District, State, and Federal laws, codes, ordinances, and standards. In the performance of its Services, the Contractor shall use the degree of care and skill ordinarily exercised by other contractors, under similar conditions. Safety precautions shall be used in all operations. Crew supervisors and equipment operators must be qualified, experienced, and able to communicate in the English language, or have a qualified interpreter present. Equipment, tools and vehicles used by the Contractor shall be in good mechanical condition and are subject to inspection and approval by the District prior to acceptance. Operations may be suspended at any time should it be determined that proper safety precautions are not being taken. Precautions shall be taken so that nuisance noise, dust, and waste are not created during abatement.

7. Contractor License. [NOT APPLICABLE]

8. Insurance.

8.1 The Contractor shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance covering all operations of the Contractor, its agents and employees, performed in connection with this Agreement, including, but not limited to, premises and automobile.

8.2 The contractor shall maintain the following minimum limits:

General Liability

Combined single limit per occurrence	\$1,000,000
General aggregate	\$1,000,000

Automobile Liability

Combined single limit per occurrence	\$1,000,000
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8.3 All insurance companies affording coverage to the Contractor shall include the District, its Board, its employees and its agents as an additional insured under their insurance policy, for all work performed in accordance with this Agreement.

8.4 All insurance companies affording coverage to the Contractor shall be insurance organizations admitted by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California.

8.5 All insurance companies affording coverage shall provide a thirty (30) day written notice to the District should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

8.6 The Contractor shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and an original endorsement to the policy, in a form satisfactory to the District's legal counsel, concurrently with the submittal of this Agreement.

8.7 The Contractor shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the Contractor to provide such a substitution and extend the policy expiration date shall be considered a default by the Contractor and may subject the Contractor to immediate suspension or termination of work under this Agreement.

8.8 Maintenance of insurance by the Contractor as specified in this Agreement shall in no way be interpreted as relieving the Contractor of any responsibility whatever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

9. Indemnification. The Contractor shall defend (with legal counsel of District's choosing) , indemnify, and hold harmless the District and its Board, employees and agents ("Indemnitees") against any and all claims for damages to persons or property arising out of the conduct of the Contractor or its employees, agents, subcontractors or others in connection with the execution of Services under this Agreement, except only for those claims arising from the sole negligence or sole willful misconduct of the Indemnitees. The Contractor's indemnification shall include any and all costs, expenses, reasonable attorneys' fees and liability incurred by the Indemnitees, in defending against such claims, whether the same proceed to judgment or not. Further, the Contractor at its own expense shall, upon written request by the District, defend any such suit or action brought against the Indemnitees. The Contractor's indemnification of the District shall not be limited by insurance proceeds or any prior or subsequent declaration by the Contractor. Notwithstanding the preceding, under no circumstances shall this Indemnification provision require the Contractor to defend and hold the Indemnitees harmless for claims related to the legality or validity of the District's Code provisions relating to weed abatement.

10. Workers' Compensation. Pursuant to Labor Code section 1861, by its signature hereunder, the Contractor hereby certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code 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.

11. Ownership of Documents and Information. A copy of all documents, correspondence and data prepared, provided and/or collected as a part of work covered by this Agreement shall be the property of the District and shall be provided to the District by the Contractor immediately upon the District's request. Further, a computer generated copy of all information accumulated under this Agreement shall be supplied to the District on a computer disc when requested. The Contractor may retain copies of all such materials for the purpose of documenting its participation in this Agreement.

12. Compensation. The Contractor shall be entitled to receive compensation from the District for work performed under this Agreement at the rates established in Exhibit "D" of this Agreement subsequent to the notice and abatement provisions of Sections 1.2 and 2.2 above.

13. General Contract Provisions.

13.1 Independent Contractor. The Contractor's relationship to the District shall be that of an independent contractor. The Contractor shall have no authority, express or implied, to act on behalf of the District as an agent, or to bind the District to any obligation whatsoever, unless specifically authorized by this Agreement or subsequent written Agreements by the District. The Contractor shall be solely responsible for the liability and performance of any of its employees, agents or subcontractors under this Agreement.

13.2 Assignment. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Contractor's duties be delegated without the express written Agreement of the District. This does not apply to Contractor's assignment of receivables for financing purposes. Any attempt to assign or delegate any provision of this Agreement without the express written consent of the District shall be void and of no force and effect. The District may delegate authority in connection with this Agreement, for the purposes of directing the Contractor's performance, to any member of the District.

13.3 Applicable Law; Venue. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. This Agreement does not limit any other rights or remedies available to the District. The Contractor shall be responsible for complying with all Local, State, and Federal laws, whether or not said laws are expressly stated or referred to herein. Venue shall be San Bernardino County.

13.4 Severability. Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

13.5 Claims. No suit shall be brought on this Agreement unless all statutory claims filing requirements have been met.

13.6 Notices. All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other,

shall be in writing and shall be in writing and shall be personally delivered or mailed, certified with return receipt requested, to the respective party as follows :

TO District: Chino Valley Independent Fire District 14011 City Center Drive Chino Hills, CA 91709 909-902-5260 Attn: Fire Chief	TO Contractor:
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Either party may change its address by notice to the other party as provided herein. Notice shall be deemed to have been given and received on the first to occur of (I) actual receipt at the offices of the party to whom the communication is sent, as designated above, or (II) three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

13.7 Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than District and Contractor.

13.8 Authority to Execute. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Contractor and the District.

13.9 Modification. This Agreement may not be modified or altered except in writing signed by both parties hereto. Unless the Board delegates the authority to modify the Agreement to a District employee or representative, the District may only modify this Agreement by Board action.

13.10 Integration. This Agreement represents the entire understanding of the District and Contractor as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This is an integrated Agreement.

13.11 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771,

1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

13.12 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their signatures.

Contractor:

District:

CHINO VALLEY INDEPENDENT FIRE DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

Federal Tax ID# _____
Contractor License # _____

By: _____
Name: _____
Title: _____

Exhibit "A"

[Legal Description and/or Depiction of Parcel(s)]

Exhibit "B"
REQUEST FOR BIDS

Exhibit "C"

VENDOR BID PROPOSAL PACKAGE

Exhibit “D”

RATES