

**REQUEST FOR BIDS**

**CHINO VALLEY INDEPENDENT  
FIRE DISTRICT**

**WEED, BRUSH AND RUBBISH  
ABATEMENT**  
**(For 2010 – 2012 Seasons)**

**Bid No. 10-01**

**Submittal:** Sealed bids must be received on or before  
March 31, 2010, by 5:00 pm local time.

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

**Mark Envelope:** “SEALED BID No. 10-01, 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. 10-01**

### **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 80 square miles in size and has an estimated current population of approximately 173,000. It is projected that the DISTRICT population will be over 200,000 within the next 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](http://www.chinovalleyfire.org).

**DEFINITIONS**

1. "Approved" when used herein shall mean that sanction of method or means has been granted by the Fire District unless otherwise defined.
2. "Area" when used herein shall refer to any section or area that the Fire District is contracted to perform weed abatement services.
3. "Area Provisions" when used herein shall mean those additional requirements particular to specific areas which are not included herein.
4. "Bidder" when used herein shall refer to a party or firm proposing to do the work specified.
5. "Call Out" when used herein shall refer to a vendor who has been called back to work on a less than 8-hour non-scheduled workday.
6. "Equal To" 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.
7. "Fire Inspector" or "Weed Abatement Unit" when used herein shall mean the Fire District or its authorized representative.
8. "Handwork Contract" when used herein shall mean that a vendor is to be compensated on an hourly basis.
9. "Hourly Tractor Contract" or "Hourly Contract" when used herein shall mean a vendor tractor operation, which shall be compensable on an hourly basis.
10. "Improved Sidewalk" when used herein shall mean a sidewalk of concrete or other materials which defines borders.
11. "Job Report" when used herein shall mean the official daily report of work accomplished on a given parcel.
12. "Parcel" when used herein shall mean a vacant tract or plot of land as designated by the County Assessor to receive a separate property tax bill.
13. "Parkway" when used herein shall mean that area between a curb or street and an improved sidewalk as defined herein.
14. "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.

15. "Plan" when used herein shall mean the current San Bernardino County Assessor's Map books on file with Chino Valley Independent Fire District.
16. "Reasonable" when used herein will be determined by the Fire District Inspector or its authorized representative.
17. "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 Fire District.
18. "Square-Foot Contract" when used herein shall mean a vendor's work shall be compensable on a square-footage basis.
19. "Weed Abatement Map book" when used herein shall refer to the current San Bernardino County Assessor's Map books on file with the Fire District.

### **BID SPECIFICATIONS AND INFORMATION**

#### 1. Examination of Plan, Conditions, etc.

The CONTRACTOR must make a careful examination of the Area Plans Provisions. 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 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 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 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

For all details of the work to be performed, reference is hereby made to the current Weed Abatement Map book (hereinafter referred to as "PLAN") on file with the Weed

Abatement Unit, Chino Valley Independent Fire District, 14011 City Center Drive, Chino Hills, CA 91709, phone number (909) 902-5285.

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 Inspector or its authorized representative. 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 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.
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 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 a change or location and 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 prime 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 Fire Inspector. "Night" as used in this paragraph shall be deemed to include the hours from 6:00 p.m. to 6:00 a.m. of the next succeeding day.

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 project, 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 arrester.
- b. Two fire extinguishers shall be required. One a 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 ability to obtain 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 to 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 fire extinguishers shall be required, one a 10-pound, dry chemical all purpose ABC type and one stored pressure class A rated water fire extinguisher. Tractors of the D-4 or equal to must have a minimum gauge (track center to track center) of not less than 54 inches and must be equipped with grousers (minimum of two (2) inches). For those tractors over 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 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 equal to shall be not less than 7 feet, 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 in the Area Provisions, it shall be hydraulically operated of an angle-type and not less than 8 feet wide for D-4 tractors or equal to.
- 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 Fire Inspector.

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 Weed Abatement Unit Fire Inspector.

12. Square-Footage Contract

- a. Additional tractors may be utilized at the discretion of the Fire Inspector and the CONTRACTOR.
- b. Square footage contract in Chino Hills requires a Caterpillar D-4 class or equal to 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 to with the capacity 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.
- 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 Fire Inspector.
- e. Any contract requiring perimeter clearance will be provide by CONTRACTOR. 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 (10) working days after the completion of 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 to vehicles will be accepted.
- b. Chippers may be used where it is deemed possible by the CONTRACTOR and the Weed Abatement Fire Inspector.
- 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 Fire Inspector. 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 Fire Inspector 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 100 feet from a structure and 10 feet from roadways. Other clearance up to 200 feet may be required as specified by parcel work order or the Fire Inspector. Normal clearance requirements from a structure are 30 feet to mineral earth with the remaining 70 feet cut to 3 inches.
  - 1) Specimen native shrubs may be maintained throughout the 100 feet provided; if they are spaced at a distance equal to three (3) times their diameter, but, in no event closer than 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*)  
HollyleafCherry (*Prunus ilicifolia*)  
Lemonade Berry (*Rhus integrifolia*)  
Toyon (*Photinia arbutifolia*)

Manzanita (*Arctostaphylos* sp.)The following fire resistive native plants may be used without restriction within 100 feet of any structure.

#### **FIRE RESISTIVE PLANTS**

Brewer's Salt Bush (*Atriplex brewerii*)  
Creeping Salt Bush (*Atriplex semibaccala*)  
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 feet from the ground or one-third of their height whichever is less. Dead fronds on palm trees shall be trimmed up to at least

- six feet from the ground, or one-third 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 Fire Inspector 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 90 HP unless otherwise approved by the Weed Abatement Fire Inspector. The condition of the rear tires must not exceed 80% tire wear before or during the operation.

Equal to 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 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 Inspector

- 1) The Fire Inspector 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 Fire Inspector shall interpret ambiguities, and correct discrepancies or omissions in the Plans. No lot shall be cleared of weeds except as expressly directed by the Fire Inspector.

##### b. Exclusivity

- 1) Contractor will work exclusively for the Fire District for a period of 14 days commencing on the second Thursday in June.

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 Fire Inspector. Adequate inspection will be provided for the CONTRACTOR to insure 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 Fire Inspector within the time limits of the Contract. Abatement should be by discing unless otherwise approved by the Fire Inspector.

- 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 10 feet in width is included within the designated square footage for a given Parcel. Parkway in excess of 10 feet in width when cleared by the CONTRACTOR shall be compensated for as a separate operation. It shall be the Fire Inspector's prerogative to send equipment back on parcels or lots where in their judgment more than a normal perimeter has been left un-cleared or the work is not satisfactory for any other reason.
- 3) If discing is impractical, impossible, or undesirable as determined by the Fire Inspector, mowing or hand clearing shall be utilized as directed by the Fire Inspector.
- 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 Fire Inspector 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 Fire Inspector 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 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 let other contracts 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.

d. Care of Property

The CONTRACTOR shall promptly restore all property displaced or damaged in the course of the work, including monuments, stakes, fences, and signs to a condition equal to that when entered upon the lot. 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 30 days after postmark.
  - b) If the CONTRACTOR fails to attend to the damage complaint within the

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 60 days after postmark.

- c) If the damage complaint goes unattended for more than 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 Inspector within ten working days of completing 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 Fire Inspector 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 Fire Inspector.

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 Fire Inspector 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 Fire Inspector shall be final.

g. Operations and Maintenance

- 1) CONTRACTOR shall furnish a DMV licensed qualified, cooperative operator to operate all equipment. If an operator is found unlicensed, unqualified or uncooperative, the Weed Abatement Unit may halt operation until a satisfactory replacement is furnished.
- 2) CONTRACTOR shall maintain, service, and make repairs to all equipment on its own time.
- 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 working day from one parcel to another will be considered as working time.
- 2) The DISTRICT reserves the right to cancel or terminate any or all contracts in any zone/cluster at any time due to lack of work.
- 3) No specified number of hours will be guaranteed on a CONTRACTOR call out; however, the Fire Inspector 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.

### **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 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. 10-01, 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. 10-01, 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 Manager, at (909) 902-5260, or emailed 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 Manager.

- All bids must be received at the DISTRICT'S Administrative Office by **March 31, 2010, by 5:00 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 must be valid for 90 days following bid opening date.

On March 31, 2010, at approximately 5:15 p.m. all sealed bids will be opened and read aloud in the DISTRICT Board Room. CONTRACTORS may attend. A copy of the bid results will be available upon request, on or after April 7, 2010, at 10:00 a.m local time.

### **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 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 acre, discing lots more than one acre, track layer and hand clearing shall be evaluated separately and independently of each other.