

**LEGAL NOTICE
NOTICE OF CALL FOR SEALED BIDS
TO FURNISH LANDSCAPE AND TURF MAINTENANCE SERVICES
FOR THE CITY OF CORNING**

NOTICE IS HEREBY GIVEN that pursuant to the order of the City Council of the City of Corning, Request for Bids will be received by the City Clerk of the City of Corning at 794 Third Street, Corning, CA 96021 **until 10:00 AM, February 22, 2017** to furnish Landscaping and Turf Maintenance service over a two year period for the City of Corning.

**BIDS RECEIVED AFTER THIS DATE/TIME WILL NOT BE ACCEPTED OR
CONSIDERED. POSTMARKS WILL NOT BE CONSIDERED.**

A contractor and/or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

In accordance with the provisions of Section 1770, and following, of the Labor Code of the State of California, the City of Corning has ascertained that the general prevailing rate of wages applicable to the locality in which the work is to be done will be listed in the "General Prevailing Wage Rates as determined by the Director of Industrial Relations," which is on file at City Hall and available from the California Department of Industrial Relations Internet website at www.dir.ca.gov.

It is mandatory that the Contractor to whom the contract is awarded and any subcontractor under him pay not less than said specified rates to all persons employed by them or either of them in the execution of the contract. The successful bidder shall post a copy of such determination at the job site.

All bids must be submitted on standard bid forms provided by the City of Corning and presented in sealed envelopes with "**SEALED BID – Landscape and Turf Maintenance - DO NOT OPEN**" clearly marked on the outside of the envelope. All Proposals submitted will be opened and read promptly following the closing period. Proposal results will be presented February 28, 2017 at the 6:30 p.m. Corning City Council meeting for award.

Specifications contained within contract and bid forms can be obtained at City Hall from the Public Works Department, 794 Third Street, Corning, CA or online at www.corning.org

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

Lisa Linnet
City Clerk

PUBLISH: February 2, 2017

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

**LANDSCAPE AND TURF MAINTENANCE
PROPOSAL FORM**

The undersigned _____
Name of Company

Request for Bids to provide Landscape and Turf Maintenance at Martini Plaza, Corning Transportation Center, Corning Library, Corning Park and Ride Parking Lot, Corning City Hall, Corning Fire Department, Landscape and Lighting District 1-Zones 2 and 4, 301 Fourth Street, Landscape area at the NE corner of Solano Street & Marguerite Avenue and Solano Street between 3rd Street and West Street.

In accordance with the provisions of Section 1770, and following, of the Labor Code of the State of California, the City of Corning has ascertained that the general prevailing rate of wages applicable to the locality in which the work is to be done will be listed in the "General Prevailing Wage Rates as determined by the Director of Industrial Relations," which is on file at City Hall and available from the California Department of Industrial Relations Internet website at www.dir.ca.gov.

Monthly Fee Proposal

\$ _____

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

The City of Corning reserves the right to reject any and all Requests for Bids that may be submitted or to waive any irregularity, and in the event of identical Requests for Bids, to be the sole judge of the Company to receive the contract.

Request for Bids will be accepted at 794 Third Street, Corning, CA 96021 until 10AM, February 22, 2017. All Bids must be clearly marked "**LANDSCAPE AND TURF MAINTENANCE BID- DO NOT OPEN**".

Signature of Company Representative

Date

Printed Name of Representative

California State Contractors
License Number

Company Name

DIR #:

Address

Phone

A contractor and/or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

LANDSCAPE AND TURF MAINTENANCE AGREEMENT
City of Corning, California
(Revised 1/25/2017)

Purpose of Agreement:

The purpose of this agreement is to memorialize an agreement with the City of Corning for the performance of landscaping and turf maintenance work to be performed on City property over a two-year term.

Location of work to be performed:

The Contractor will perform complete Landscape and Turf Maintenance at the following locations within the City of Corning.

- ◆ Martini Plaza located in the 1400 block of Solano Street.
- ◆ Corning Transportation Center located at 1081 Solano Street.
- ◆ Corning Library located at 740 Third Street.
- ◆ Corning Park and Ride area located at the corner of Solano & Third Streets (mowing the lawn only).
- ◆ Corning City Hall located at 794 Third Street.
- ◆ Corning Fire Department located at 814 5th Street.
- ◆ Landscape & Lighting District 1, Zone 2, Stonefox Subdivision (Located along the south side of Solano Street directly south of the Solano St./El Paso Ave. intersection)
- ◆ Landscape & Lighting District 1, Zone 4, Salado Apartments (Located at the median planter strip on Blackburn Avenue)
- ◆ Landscape Area NE Corner of Solano Street & Marguerite Avenue
- ◆ City Right of Way at North and Fourth Streets, 301 Fourth Street
- ◆ Solano Street (Streetscape area; Solano Street between 3rd Street and West Street to include the landscaping within the bulb-outs and the curb and gutter surrounding the bulb-outs where the street sweeper cannot clear) (No Street Tree Pruning)

Contractor Responsibility – General Terms:

Contractor agrees to all of the following general terms and conditions:

- ◆ Mowing of all lawn areas on a weekly basis during the growing seasons and as needed during the fall and winter months.
- ◆ Lawn area will be edged as necessary.
- ◆ The tree/shrub areas to be pruned and weeded over time/course of contract, and pruned and weeded as needed to insure proper growth habits and appearance. Suckers must be removed from the base of the trees throughout the year.
- ◆ Leaves, trash and/or debris in the lawn or landscape areas to be removed weekly to maintain a neat appearance.
- ◆ Lawn areas to be fertilized on a two round program to insure optimum growth and appearance. Must be licensed or certified by the State of California to apply fertilizers and pre-emergent. Fertilizers and pre-emergent shall be applied of sufficient quantities to ensure their effectiveness and must be approved by the Assistant Public Works Director before application.
 - Round 1: (March) Warm season lawn fertilizer and a pre-emergent
 - Round 2 (November) Cool season fertilizer

- ◆ Sprinkler system to be inspected weekly for leaks, failing parts/components and overall function. Any general maintenance of the sprinkler system shall be included in the maintenance program with a \$50 monthly cap on the Contractor.
- ◆ Landscape watering controls must be programmed by the Contractor. They must be turned on in early spring and winterized in the late fall. All watering times must be presented to the Assistant Public Works Director for approval.
- ◆ The maintenance program cost shall also include the needed replacement of plants and shrubs with a \$50 monthly cap on the Contractor when needed.
- ◆ Repairs to the sprinkler systems that require the purchase of materials and supplies (over the \$50 cap on the Contractor) shall be completed within the terms of this maintenance agreement, with materials and supplies to be approved, purchased and repaired by the Department of Public Works.
- ◆ Contractor shall provide all the equipment required for this maintenance agreement.
- ◆ Lawn clippings and brush for shrubs shall have a City provided area for disposal. This area will be provided from the Assistant Public Works Director.
- ◆ If during the performance of Contractor's work Contractor, its agents, or employees discover a dangerous condition that presents a possible danger to the public, including but not limited to latent or patent holes, cracks, or other condition that present a possible hazard to the general public or is otherwise reasonably perceived by Contractor as a danger to the public, Contractor shall **immediately** notify Public Works of the condition and if necessary shall post a warning at the area presenting such condition to warn the general public of the same until such time as the Public Works Department can assess or otherwise address the condition.

Term of Contract:

Subject to early termination, the term of the contract will commence at the signing of the Contract and end two years later or on March 31, 2019, whichever comes later.

Insurance Requirements:

- ◆ Contractor shall provide the City with Liability Insurance in the amount of \$1,000,000 and shall list the City as an Additional Insured on an Additional Insured Endorsement. This Policy of Insurance shall be maintained and effective throughout the term of this Agreement.
- ◆ Contractor shall secure and maintain Worker's Compensation Insurance as required under California law.

Business License Requirement:

- ◆ Contractor shall purchase and maintain a City of Corning Business License.

State Licensing:

- ◆ Contractor shall have in possession a State of California Qualified Applicator Certificate and Business License that is valid and effective at all times during the term of this Agreement, and any other applicable license issued by the State of California required for such work.

Prevailing Wage:

- ◆ The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed, by and between the terms of this instrument and the bid or proposal of said Contractor that this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

Amount of Compensation:

City will pay Contractor on a monthly basis at the beginning of each month for the work performed the preceding month. The monthly amount to be paid for each and every month throughout the term of this Agreement is: \$ _____

Independent Contractor:

Contractor is an independent Contractor and is not an employee of the City of Corning. Contractor is not limited to performing the type of work provided for in this contract to only the City of Corning but it is assumed and agreed that Contractor will perform similar services for other customers. Although the City establishes contract objectives, it does not have authority to provide supervision over contractor and its employees other than to determine if the established objectives are being met and if the contractor is in compliance with the terms of this contract.

Attorney Fees and Costs:

In the event of a dispute arising out of this Agreement, City and contractor agree that a court or arbitrator may award a reasonable amount of attorney fees and costs to the prevailing party should such dispute be resolved through litigation or arbitration.

Entire Agreement:

This document represents the entire agreement between the parties and all commitments arising out of discussions between the parties have been fully integrated herein. Any modification to this Agreement must be placed in writing and signed by all parties to be effective and enforceable.

Indemnity, Defense, and Hold Harmless

Contractor shall indemnify, defend, and hold City Harmless for any and all loss, liability, injury, cause, claim, action, damage, fine, and/or fee that arise, in any way no matter how remote, from Contractor's performance of the obligations identified in this Agreement.

Notices to Parties:

**City of Corning
Attn: Public Works Director
794 Third Street
Corning, CA 96021**

Contractor

SO AGREED:

CITY OF CORNING:

CONTRACTOR:

By: _____
Kristina Miller
City Manager

By: _____

Date: _____

Date: _____

Attest:

Lisa M. Linnet, City Clerk

DRAFT