

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

In accordance with the provisions of the Municipal Code of the City of Corning, sealed bids will be received by the City Clerk of the City of Corning, at the City Hall, 794 Third Street, Corning, California 96021, until 2:00 p.m. on July 19, 2010 to furnish Landscaping and Turf Maintenance service over a three year period for the City of Corning.

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

Said bids will be opened and publicly read following bid closing on July 19, 2010 at 2:00 p.m. in the Council Chambers, Corning City Hall, 794 Third Street, Corning, CA 96021.

All bids must be submitted on standard bid forms provided by the City of Corning and presented in sealed envelopes with **“Landscape and Turf Maintenance Bid – Do Not Open”** clearly marked on the outside of the envelope. 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 or all bids, and to waive any and all irregularities.

Lisa Linnet
City Clerk

PUBLISH: Saturday, June 12, 2010
Wednesday, June 16, 2010

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

**LANDSCAPE AND TURF MAINTENANCE
BID PROPOSAL FORM**

DATE: _____

The undersigned _____
(Name of Company)

Request for Proposal to provide Landscape and Turf Maintenance at Martini Plaza, Corning Transportation Center, Corning Library, Corning Park and Ride Parking Lot, Corning City Hall, Fire Department, Landscape and Lighting District 1-Zones 1 and 4.

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 Proposals that may be submitted or to waive any irregularity, and in the event of identical Requests for Proposals, to be the sole judge of the Company to receive the contract.

Request for Proposals will be accepted at 794 Third Street, Corning, CA 96021 until 2:00 p.m. on July 19, 2010. All bids must be clearly marked "**LANDSCAPE AND TURF MAINTENANCE BID- DO NOT OPEN**".

Signature of Company Representative

Date

Company Name

Address

Phone

LANDSCAPE AND TURF MAINTENANCE AGREEMENT

This agreement is entered into by and between the **City of Corning**, a Municipal Corporation, (hereinafter referred to as "City") and the person or entity identified at the end of this Agreement (hereinafter referred to as "Contractor").

Purpose of Agreement:

The purpose of this agreement is to document the arrangement worked out between the City and the Contractor for certain landscaping and turf maintenance work to be performed on City property over a three-year term.

Location of work to be performed:

The Contractor will perform Landscape and Turf Maintenance at the following eight (8) City locations.

- ◆ 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.
- ◆ Corning City Hall located at 794 Third Street.
- ◆ Corning Fire Department located at 814 5th Street.
- ◆ Landscape & Lighting District 1, Zone 1, N. Alex Lane
- ◆ Landscape & Lighting District 1, Zone 4, Salado Apartments

Description of work to be performed:

The Contractor will perform the following work throughout the term of this Agreement:

- ◆ Mowing of all lawn areas on a weekly basis during the growing seasons and as needed during the fall and winter months.
- ◆ The shrub areas to be pruned and weeded at startup, and pruned and weeded as needed to insure proper growth habits and appearance.
- ◆ Trash or debris in the lawn or landscape areas to be removed weekly to maintain a neat appearance.
- ◆ Lawn areas to be fertilized on a five round program to insure optimum growth and appearance.
- ◆ Shrub areas to be fertilized on a two round program to insure optimum growth and appearance.
- ◆ Treatment for weed control in the lawn and shrub areas to be provided.
- ◆ Sprinkler system to be inspected weekly. Any general maintenance of the sprinkler system shall be included in the maintenance program.
- ◆ The maintenance program cost shall also include the needed replacement of plants and shrubs when needed.
- ◆ Repairs to the sprinkler systems that require the purchase of materials and supplies shall be completed within the terms of this maintenance agreement, with materials and supplies to be approved and purchased 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 96-gallon roller cart at each location for disposal.

Term of Contract:

The term of the Contract will be 3 years, beginning at signing of Contract and ending August 1, 2013.

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.
- ◆ Worker's Compensation shall be required for additional employees.

Business License Requirement:

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

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. Although the City instructs the Contractor himself determines the hours to be worked, the manner in which the work is performed and how the objectives are met and the other details of the job. Contractor is not limited to performing landscape and turf maintenance work only for the City of Corning but it is assumed and agreed that the City will be one of several customers for whom Contractor performs similar services.

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.

Notices to Parties:

Notices to City shall be provided to:

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

Notices to Contractor shall be provided to:

SO AGREED.

CITY OF CORNING

By: _____

Date: _____

CONTRACTOR

By: _____

Date: _____

Attest:

Lisa Linnet, City Clerk