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~~CA-37a~~

CITY COUNCIL MEETING

APRIL 7, 1982

SPECS. APPROVED FOR  
MAINTENANCE OF LAND-  
SCAPED AREAS WITHIN  
THE CITY OF LODI

Specifications for the maintenance of landscaped  
areas within the City of Lodi were approved and the  
purchasing agent was authorized to advertise for bids  
thereon.



# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## COUNCIL COMMUNICATION

**TO:** City Council  
**FROM:** City Manager  
**DATE:** April 1, 1982  
**SUBJECT:** Approval of Contract for Maintenance of Landscaped Areas Within the City of Lodi

**RECOMMENDED ACTION:** That the City Council approve the specifications for the maintenance of landscaped areas within the City of Lodi and authorize the purchasing agent to advertise for bids to be received May 5, 1982.

**BACKGROUND INFORMATION:** The City contracted for maintenance of landscaped areas within the City in 1979. The contract was renewed without going to bid in 1980-81 and 1981-82. The original contract covered twenty-one (21) areas, since that time seven (7) additional areas were added. This contract covers twenty-eight (28) areas which are:

- 10 Medians
- 4 Walkways
- 5 Well Sites
- 1 Sewer Lift Station
- 3 Electrical Sub-stations
- 1 Fire Station
- Library
- City Hall Complex
- Kofu Parking Lot
- Municipal Service Center Complex

Jack L. Ronsko  
Public Works Director

JLR/GCB:sib

cc: Bob Holm

APPROVED:

HENRY A. GLAVES, City Manager

FILE NO.

NOTICE TO BIDDERS FOR  
MAINTENANCE OF LANDSCAPED AREAS  
WITHIN THE CITY OF LODI

The City of Lodi invites sealed proposals for the Maintenance of Landscaped areas within the City of Lodi, conforming to specifications on file in the office of the Public Works Director, City Hall, Lodi, California, where copies of said specifications may be inspected or obtained.

Sealed proposals shall be delivered to the Purchasing Agent at the Lodi City Hall, P.O. Box 320 (221 West Pine Street), Lodi, CA 95241, at or before

11:00 A.M., Wednesday, May 5, 1982

and will be opened on the above day and hour in the City Hall Council Chambers, City Hall, Lodi, California.

The City of Lodi reserves the right to reject any, all or portions of the bids, or to accept other than the lowest bid.

Reference is hereby made to said specifications for further details, which specifications and this notice shall be considered part of any contract made pursuant thereto.

Each Contractor bidding this project will be required to attend a pre-bid conference at the Municipal Service Center, 1331 South Ham Lane, Lodi, California 95240, on Tuesday, April 27, 1982, at 9:00 A.M. Upon conclusion of the pre-bid conference, a tour of the proposed landscaped areas will be conducted.

R.H. Holm  
Purchasing Agent

SPECIFICATIONS FOR  
MAINTENANCE OF LANDSCAPED AREAS  
WITHIN THE CITY OF LODI

Sealed proposals marked, "Bid for Maintenance of Landscaped Areas Within the City of Lodi " will be received by the Purchasing Agent in his office, City Hall, P.O. Box 320 (221 W. Pine Street), Lodi, CA 95241, until 11:00 A.M., on Wednesday, May 5, 1982, at which time they will be publicly opened and read.

1. INSTRUCTIONS TO BIDDERS

General

- 1.1 Each Bidder shall carefully read the General and Special Conditions as well as the actual maintenance Specifications.
- 1.2 Each Contractor bidding this project will be required to attend a pre-bid conference at the Municipal Service Center, 1331 South Ham Lane, Lodi, CA 95240, on Tuesday, April 27, at 9:00 A.M. Upon conclusion of the pre-bid conference, a tour of the proposed landscape areas will be conducted by Public Works personnel.
- 1.3 Bid will be awarded thirty (30) days after opening of bid proposals.
- 1.4 The City Council of the City of Lodi, State of California, reserves the right to reject any, all or portions of the bids, or to accept other than the lowest bid.
- 1.5 Proposal forms supplied and incorporated within these specifications are to be properly and fully filled out and submitted in sealed envelopes marked, "Bid for Maintenance of Landscaped Areas Within the City of Lodi" marked on the outside of the envelope.

2. GENERAL CONDITIONS

- 2.1 Each bidder shall provide the City with a list of three (3) references or maintenance projects comparable to those under these specifications. Review of this material will be evaluated as part of recommending the successful bidder to the City Council.
- 2.2 Savings Clause In the event of significant changes during the term of this contract in the scope of the work covered by this Contract, such as the need to discontinue service because of the closing or partial closing of a facility, the Contract shall be modified as it pertains to that particular facility or facilities.
- 2.3 Cancellation Clause If at any time the City determines that service being rendered does not comply with the terms of this Contract, the

City shall have the right to terminate the contract effective thirty (30) days following the mailing of written notice to the Contractor at his usual place of business.

- 2.4 Payment for Work Performed The City will pay the Contractor for work performed under the terms of this contract at regular intervals of once a month on a date mutually agreed upon. The payment shall be based on the amount bid for each facility and only for those facilities where work has been completed by the Contractor, inspected and approved by the City.
- 2.5 Period of Contract This Contract provides for accomplishment of specified work for a period of one (1) year following award of Contract, from July 1, 1982, through June 30, 1983.
- 2.6 Option to Renew By mutual agreement, the City and Contractor may enter into an agreement for extension of this Contract for a period of one additional year based upon the same terms and conditions set forth herein.

### 3. SPECIAL CONDITIONS

- 3.1 The Contractor shall be responsible for the skills, methods and actions of his employees. He should instruct all employees that they are not required to respond to questions, suggestions or instructions from City employees other than the representative of the Public Works Director.
- 3.2 Worker's Compensation Insurance The Contractor shall carry full Worker's Compensation Insurance coverage for all persons employed in carrying out the work, including subcontractor's employees, under this contract in accordance with the "Workmen's Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. A certificate showing the issuance of such a policy shall be on file with the City Clerk at all times during the term of this agreement.
- 3.3 Public Liability and Property Damage Insurance The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from his operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amount of such insurance shall be as follows:

#### COMPREHENSIVE GENERAL LIABILITY:

\$500,000 Bodily Injury - Ea. Occurrence/Aggregate; \$500,000  
Property Damage - Ea. Occurrence/Aggregate or \$500,000 Combined  
Single Limits

Contractor shall furnish the City of Lodi with a certificate of insurance which certifies that the City of Lodi is named as an

additional insured and it will save, keep and bear harmless the City of Lodi and all officers and employees thereof, and authorized representatives from all damages, costs or expenses, in law or in equity, that may at any time arise or be set up because of personal injury or damage to property sustained by any person or persons by reason of, or in the course of the performance of, said work.

- 3.4 Assignment The Contractor shall not assign nor shall not attempt to assign this agreement without the written consent of the City having been first obtained.
- 3.5 Damages Contractor will report to the Director's representative damages caused by his employees or equipment to plant material, irrigation system or other public facilities, and repair same at his expense.

#### 4. DESCRIPTION OF WORK

- 4.1 The Contractor shall furnish all labor, equipment and other services necessary for the complete maintenance, in accordance with the provisions of this agreement, of the following landscaped areas within the City of Lodi. Site locations are shown on map which is made part of the specifications.

##### Medians

- |                                    |                                |
|------------------------------------|--------------------------------|
| 1. Arundel Court (1)               | 6. Lower Sacramento Road (all) |
| 2. Bradford Circle (1)             | 7. Port Chelsea (1)            |
| 3. Dorchester Way (1)              | 8. Shady Acres Drive (1)       |
| 4. Ham Lane, Century to Harney (1) | 9. Virginia Avenue (3)         |
| 5. Ham Lane, N/O Kettleman (1)     | 10. Vista Drive (1)            |

##### Walkways

- |                         |                         |
|-------------------------|-------------------------|
| 11. Bradford Circle (1) | 13. Port Chelsea (2)    |
| 12. Denby Drive (1)     | 14. Wimbledon Drive (1) |

##### Other Facilities

- |                      |                              |
|----------------------|------------------------------|
| 15. Kofu Parking Lot | 16. Municipal Service Center |
|----------------------|------------------------------|

##### Wells

- |  |                              |
|--|------------------------------|
| 17. #5 Mills & Colette (1)                 | 20. #17 Vine & Evert (1)     |
| 18. #8 Stockton & Kettleman (1)            | 21. #18 Century & Church (1) |
| 19. #13 Corbin & Lower Sacramento Road (1) |                              |

##### Sewer Lift Station

- |                                  |
|----------------------------------|
| 22. Rivergate & Royal Oaks (1)   |
| 23. <u>City Hall Complex</u> (1) |

Substations

- 24. Henning (1)
- 25. Killelea (1)
- 26. McLane (1)
  
- 27. Fire Station #2 (1)
  
- 28. Library (1)

The landscape area is defined as all lawn areas, trees, shrubs, mowing strips, hardsurface, walkways, ground cover, flower beds and bare areas as presently exist on the aforementioned sites.

5. MAINTENANCE SPECIFICATIONS

5.1 Workmanship, Quality and Appearance Level

- a. It is the intention of the City to require the highest level of quality in landscape maintenance compatible with standard practice.
- b. The Contractor shall insure that all work under this agreement is supervised by Contractor employed supervisory personnel who are technically qualified and possess management skill required to implement modern methods and newly developed horticulture procedures. The Contractor shall be responsible for the skills, methods, appearance and actions of Contractor's employees and for all work done.

5.2 Lawn Care The Contractor shall maintain all lawn areas on the sites covered by this agreement in a healthy, growing condition by performing the following operations and other work incidental thereto:

- a. Mowing Lawn areas shall be mowed once a week or more often if necessary, to maintain a neat, trim appearance. The Contractor shall remove all paper, rubbish or debris from each lawn area prior to mowing. Mowing shall be done only by properly adjusted mowing equipment with sharp cutting edges. Bruising or rough cutting of grass will not be permitted. Grass must be mowed to a uniform height of 1½ - 2 inches. "Scapling" will not be permitted.
- b. Trimming
  - 1. All lawn area edges shall be trimmed twice a month or as required. Trimming shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, paths and shrubs within or bordering the lawn areas. Tree trunks, poles, guy wires or any other object or structure within the lawn area shall be trimmed after each mowing.
  - 2. Trimming shall be done around irrigation system sprinkler heads as necessary to permit maximum water coverage by the system. Use of contact herbicides is not permitted.

3. The Contractor shall avoid damaging tree trunks, shrubs, sprinkler heads, buildings and other objects and structures during trimming operations. Any such damage shall be reported immediately to the Director's designated representative.

c. Weed, Disease and Pest Control

1. The Contractor shall be responsible for the selection and proper application of insecticides, fungicides, herbicides or rodenticides. Any property damage resulting from the use of such pesticides shall be the responsibility of the Contractor. All insecticides, fungicides, herbicides and rodenticides will be furnished by the City of Lodi.
2. Lawn areas shall be kept free of weeds. Weeding may be done manually or by the use of selective weed killers of pre-emergent sprays. The Contractor shall exercise extreme care in the use of selective weed killers so as not to damage any other plants. If spraying is permitted, it shall be done only at times where there is no wind.
3. If poison baits are used for the control of moles, ground squirrels and gophers, such baits shall be placed so as not to create a hazard to persons or pets.

d. Aerating and Reseeding

1. Lawn areas, excluding the lawn areas within the Lower Sacramento Road median, shall be aerated at least once each year utilizing "punch out method." Such aeration shall be done more frequently if required to maintain good water penetration.
2. As required by the Director's designated representative, the Contractor shall reseed bare places or depressions in lawn areas after first bringing such depressions to grade level with top soil. Lawn seed will be furnished by the City of Lodi.

5.3 Fertilizing

- a. Lawns All turfed areas shall be fertilized three times per year, once in the Fall, once in the Spring and once in the Summer, at a rate of 3 to 4 pounds per 1000 square feet.
- b. Shrubs, trees, annuals, ground cover and all cultivated areas shall be fertilized once a year at a time of year best suited to the particular plant with an application rate as follows:
  - Ground Cover - 3 to 4 pounds per 1000 square feet.
  - Shrubs - 3 to 4 pounds per 1000 square feet,  
immediately around the shrub or over  
a general area in which shrubs are planted.
  - Tree Size - 1 pound nitrogen per inch diameter of trunk  
measured at four feet above grade.

- c. All fertilized areas shall be watered immediately after fertilization to prevent burning. Burning due to improper fertilization shall be considered as "property damage" and shall be corrected by the Contractor. All fertilizer will be furnished by the City of Lodi.

#### 5.4 Watering

- a. Lawn and other landscaped areas shall be deeply watered as required by weather conditions to provide adequate moisture for optimum growth. At no time shall landscaping be permitted to show a lack of fresh green color or a loss of resilience due to lack of water. All water will be furnished by the City of Lodi.
- b. Wherever or at anytime that a regularly installed sprinkler irrigation system does not adequately cover the area in which it is installed due to broken or malfunctioning component parts of the system, it shall be the responsibility of the Contractor to immediately report it to the Director's designated representative. All repairs will be made by the City of Lodi.
- c. Watering shall be done at night or in the early morning and shall be controlled to prevent excessive run-off, ponding and over-watering.
- d. Contractor shall be responsible to adjust sprinkler heads for adequate coverage and controllers as required to maintain the proper amount of irrigation.

#### 5.5 Pruning

- a. Shrubs shall be pruned for shape and to remove and prevent growth which will project into the traffic lanes or be so close to the traffic lanes as to cause interference with traffic. Adjacent to turn pockets or near intersections where sight distance must be maintained, shrubs shall be maintained at a height not greater than 30 inches. Pruning shall be performed twice yearly, in the Fall and the Spring, and the Contractor shall also notify the Director's representative when the pruning is completed.

In addition to the semiannual pruning, the Contractor shall prune shrubs whenever they project beyond the face of planter area.

- b. Tree pruning within the landscaped areas will be done by the City of Lodi.

#### 5.6 Tree Staking

- a. It shall be the responsibility of the Contractor to immediately report to the Director's representative all damaged tree stakes that need replacement. The tree stakes will be replaced by the City of Lodi.

- b. It shall be the responsibility of the Contractor to replace tree ties as required and retie existing ties as required to keep them from harming the tree trunk. Tree ties will be furnished by the City of Lodi.

5.7 General Maintenance and Cleanup

1. The Contractor shall collect all clippings, trimmings, cuttings, rubbish and debris at each site covered by the agreement and shall remove the same promptly from each site and dispose of same in a lawful manner at the Contractor's expense. No clippings, trimmings, cuttings, rubbish or debris resulting from Contractor's performance under this agreement shall be deposited in the refuse cans placed by the City at various locations in the areas covered by this agreement.

BID PROPOSAL  
MAINTENANCE OF LANDSCAPED AREAS  
WITHIN THE CITY OF LODI

The undersigned declares that he has examined the bid requirements and specifications and submits the following bid.

| <u>LOCATION</u>                    | <u>AMOUNT PER MONTH</u> |
|------------------------------------|-------------------------|
| <u>Medians</u>                     |                         |
| 1. Arundel Court (1)               | \$ _____                |
| 2. Bradford Circle (1)             | \$ _____                |
| 3. Dorchester Way (1)              | \$ _____                |
| 4. Ham Lane, Century to Harney (1) | \$ _____                |
| 5. Ham Lane N/O Kettleman (1)      | \$ _____                |
| 6. Lower Sacramento Road (all)     | \$ _____                |
| 7. Port Chelsea (1)                | \$ _____                |
| 8. Shady Acres (1)                 | \$ _____                |
| 9. Virginia Avenue (3)             | \$ _____                |
| 10. Vista Drive (1)                | \$ _____                |
| <u>Walkways</u>                    |                         |
| 11. Bradford Circle (1)            | \$ _____                |
| 12. Denby Drive (1)                | \$ _____                |
| 13. Port Chelsea (2)               | \$ _____                |
| 14. Wimbledon Drive (1)            | \$ _____                |
| <u>Other Facilities</u>            |                         |
| 15. Kofu Parking Lot (1)           | \$ _____                |
| 16. Municipal Service Center (1)   | \$ _____                |

Wells

AMOUNT PER MONTH

- 17. #5 - Mills & Colette (1)
- 18. #8 - Stockton & Kettleman (1) \$ \_\_\_\_\_
- 19. #13 - Corbin & Lower Sacramento Road (1) \$ \_\_\_\_\_
- 20. #17 - Vine & Evert (1) \$ \_\_\_\_\_
- 21. #18 - Church & Century \$ \_\_\_\_\_

Sewer Lift Station

- 22. Rivergate & Royal Oaks (1) \$ \_\_\_\_\_
- 23. City Hall Complex (1) \$ \_\_\_\_\_

Substations

- 24. Henning (1) \$ \_\_\_\_\_
- 25. Killelea (1) \$ \_\_\_\_\_
- 26. McLane (1) \$ \_\_\_\_\_
- 27. Fire Station #2 (1) \$ \_\_\_\_\_
- 28. Library (1) \$ \_\_\_\_\_

TOTAL COST PER MONTH \$ \_\_\_\_\_

Workers Compensation Insurance

Carrier is: \_\_\_\_\_  
 Policy number: \_\_\_\_\_  
 Expiration date: \_\_\_\_\_

Contractor: \_\_\_\_\_  
 Address: \_\_\_\_\_

Phone number: (\_\_\_\_) \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_