

COUNCIL COMMUNICATION

TO TH. CITY COUNCIL
FROM THE CITY MANAGER'S OFFICE

DATE
April 8, 1987

NO.

SUBJECT
LODI LAKE PARK CONCESSION BID SPECIFICATIONS

RECOMMENDED ACTION: That the City Council approve specifications for Lodi Lake Park Concessions and authorize advertising for bid.

BACKGROUND INFORMATION: Please find attached the bid specifications for the Lodi Lake Concession operations.

I have dated these specifications in such a manner as to tie together all concession bids to the same date of expiration, with the thought that after the completion of this contract on December 31, 1988, we might tie all concession contracts/agreements to one overall package and concessionaire contract that would cover not only the Lake operation but the Softball Complex, Armory, and Zupo Park operations. This would make our concession operations come under one vendor who has all operations, which would make for a very attractive and potentially lucrative operation for the concessionaire and the City of Lodi. It would additionally ease the coordination of the concessions in dealing with only one person or corporation.

It is my feeling that the attached bid specifications are complete and should be accepted for the bid process which I hope could be closed on Tuesday, April 28, 1987, and ready for your disposition at your first council meeting in May.



Ron Williamson
Director Recreation and Parks

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CITY OF LODI
DEPARTMENT OF RECREATION AND PARKS

Lodi Lake Concession Operation

Area to be Serviced:

Location: Lodi Lake Park
Facility: Concession Stand and Park Area
Location: 1301 West Turner Road, Lodi, California
Contract Duration: May 1, 1987 to December 31, 1988

Bid Instructions

Percentage gross payment shall be the primary basis, but not the sole basis upon which a contract shall be awarded.

There will be other considerations upon which this bid will be awarded, such as, but not limited to:

Past experience

Financial ability

Ability to perform and provide a successful operation, and/or

References

The successful bidder will have the sole and exclusive right/license to vend food, drinks (except alcoholic beverages of any kind), picnic supplies, souvenirs, etc. at the concession stand and Lodi Lake proper area at Lodi Lake Park for a period of nineteen (19) months beginning May 1, 1987 and ending December 31, 1988.

The City of Lodi retains the right to reject any and all bids.

GENERAL SPECIFICATIONS

The City will provide:

1. Enclosed concession stand with some limited city-owned equipment, which concessionaire will be expected to service and maintain at concessionaire's sole cost and expense.
2. Water, gas, electricity, and garbage receptacles outside the concession buildings shall be provided by the City. The concessionaire will be responsible for removing at concessionaire's own cost, large boxes and/or storage containers which may accumulate from equipment or food storage packaging.
3. Maintenance of the general property of the concession building, unless abuse and lack of general care is apparent, at which time the cost and expenditures shall be that of the concessionaire. Likewise, City will assist with repairs of vandal-caused damage to building only. Concessionaire shall keep the concession stand and the immediate surrounding areas in clean and presentable condition at all times and follow the strictest of sanitary conditions and any State and local ordinances applicable to the business to be conducted. Concessionaire shall be responsible to give to the City, written notice of any maintenance problems.

Lodi Lake Concession Operations:

1. The length of the contract is for nineteen (19) months, beginning May 1, 1987 through midnight December 31, 1988.

2. The concessionaire will provide the City of Lodi with an insurance certificate covering public liability, product insurance, and property damage in the amount of \$1,000,000 for each liability and occurrence. Insurer agrees to indemnify and hold the City of Lodi free and harmless against all costs, expenses and liability arising out of, or based upon, any and all property damage or damages for personal injuries, including death, sustained in accidents occurring in or about the demised premises; where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of the Lessee or Lessee's agents or employees. Said insurance certificate must state that the City of Lodi is an additional insured.

Notwithstanding other provisions contained in this agreement, the City Manager is granted the right to immediately terminate the agreement upon failure on the part of the concessionaire to keep in full force and effect during the entire term of the agreement, the insurance as set forth in this section.

3. Concessionaire will generally follow the product and price schedule attached. Since the contract is for nineteen (19) months, prices will be reviewed each year. The concessionaire can

also add to or delete from the product list, with the written approval of the City Manager or his representative. Prices will be reviewed in March of each year by the concessionaire and the Director of Recreation and Parks.

4. Concessionaire will provide all equipment and products to operate said concession.
5. Concessionaire will pay percentage as per agreement of gross receipts after taxes to the City of Lodi on the tenth (10th) day of each month while in operation. If said percentage is not paid by the tenth (10th) day of each month, there shall be a penalty of five (5) percent per day for any amounts not paid, and owing to the City. The concessionaire shall keep accurate records and books of accounts of all purchases and sales and does hereby give to the City or its authorized agents, the right to examine and audit said books at any time City desires. The concessionaire will complete monthly records on forms provided by the City, which must accompany monthly gross receipts payment.
6. Concessionaire will be expected to operate any time that the park is open between May 1 and September 30 of each year or at such times that the City Manager of the City of Lodi or his representative directs. The hours of operation will be set by the Director or Recreation and Parks in coordination and cooperation with the mutual agreement of the Director and the concessionaire,

which will best suit and service the public and its concession needs.

7. Concessionaire agrees to obtain at his own expense any and all permits and licenses which may be required by law or ordinance in conducting the concession and to pay any and all taxes which may be assessed against him for whatever purposes in the operation of said concession.
8. The successful bidder will have exclusive rights to all concession sales at Lodi Lake Park.
9. Bidders should be aware that a Possessory Interest Tax is charged each year by the County Assessor for the use of the facility and that this tax is the responsibility of the vendor.
10. The Director of Recreation and Parks for the City of Lodi reserves the right to approve or disapprove any employee or operator of said concession stand, i.e., dress, general cleanliness, working relationship with public, and so forth.
11. City reserves the right to enter upon the premises at any reasonable time, to inspect the operation and equipment thereon or for any other purpose.
12. Concessionaire shall not have the right to sell, mortgage, assign or sublet the contract/agreement or any part thereof without the

- prior written consent of the City Manager of the City of Lodi, and a breach of this condition shall automatically terminate any contract or agreement between City and concessionaire.
13. The concessionaire shall be responsible for the security of the concession stand and any storage buildings assigned to his/her exclusive use as far as locks on doors and windows or installation of an alarm system if it is deemed necessary, and shall be responsible for any acts of vandalism that may occur.
 14. The concessionaire shall provide the City with a performance bond in the amount of one thousand dollars (\$1,000).
 15. At the conclusion of or termination of any stated agreement/contract, the concessionaire will be expected to surrender said concession premises in as good an order as that in which they would receive same, excepting ordinary wear and tear. Damage to or mistreatment of the building or city equipment will be the responsibility of the concessionaire to repair, replace, or reimburse for repair or replacement.
 16. The agreement/contract may be terminated by written agreement of either party hereto without cause upon thirty (30) days' written notice to the other party. Such notice shall be delivered to the City of Lodi at the office of the City Manager, City Hall, or to the concessionaire at the premises which are subject to this agreement.

17. If concessionaire defaults in any of the terms contained herein, the concessionaire's agreement to provide service as specified herein shall terminate upon failure of concessionaire to correct the default within thirty (30) days of receiving written notice thereof from the City. Upon any termination hereof, concessionaire agrees to quit and surrender possession peaceably and City shall have the right to remove concessionaire and all others occupying through or under the agreement.