



CITY OF LODI

PUBLIC WORKS DEPARTMENT

COUNCIL COMMUNICATION

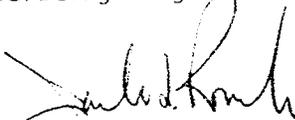
PROJECT DATA

TO:	City Council	Originally Budgeted:	1987-88
FROM:	City Manager	Budgeted Fund:	10., 16., 17., 18., & 21.
MEETING DATE:	June 3, 1987	Amount Budgeted:	\$36,505
AGENDA TITLE:	Approve Renewal of Landscape Maintenance Contract and Authorize the City Manager and City Clerk to Execute the Renewal of the Contract		

RECOMMENDED ACTION: That the City Council approve renewal of the Landscape Contract and authorize the City Manager and City Clerk to execute the renewal of the Landscape Maintenance Contract for the 1987-88 fiscal year to Ireland Landscaping Co., Inc.

BACKGROUND INFORMATION: Ireland Landscape Co., Inc. has maintained landscape areas within the city since July 1, 1982, and provided satisfactory service. The number of areas maintained has increased from 28 in 1982 to 38 in 1987. In their letter dated January 23, 1987, they have agreed to maintain the existing 38 areas at no increase in cost for an additional twelve months, July 1, 1987 through June 30, 1988.

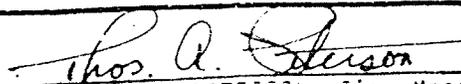
Funds to finance the contract were included by various departments in the 1987-88 operating budget.


 Jack L. Ronsko
 Public Works Director

cc: Purchasing Officer
 Street Superintendent

JLR/GCB:sc

APPROVED:


 THOMAS A. PETERSON, City Manager

FILE NO.

May 20, 1987

CONTRACT FOR LANDSCAPED MAINTENANCE

THIS AGREEMENT made this _____ day of _____, 1987, by and between the CITY OF LODI, a municipal corporation, hereinafter called "City" and Ireland Landscape Company, Inc., hereinafter called "Contractor."

This contract shall be for the period of July 1, 1987, through June 30, 1988, to and according to the provisions of the specifications for "Maintenance of Landscaped Areas" attached hereto, marked Exhibit "A", and incorporated herein by reference.

Contractor agrees to perform landscaped maintenance on the areas listed in the bid proposal which is made part of Exhibit "A", and the City agrees to compensate Contractor therefor, the sum of Three Thousand Forty-two and no/100 Dollars (\$3,042.00) per month, effective July 1, 1987.

This agreement may be terminated by either party by giving notice in writing at least 30 days prior to the effective date.

Both parties agree that services performed hereunder by Contractor shall be as an independent Contractor and not otherwise.

The services to be performed and other obligations are and shall be as described in Exhibit "A".

This agreement may not be assigned by Contractor without the written consent of the City.

IN WITNESS THEREOF the parties hereto have hereunder set their hands the day and year first written.

CITY OF LODI, a Municipal Corporation

IRELAND LANDSCAPE COMPANY, INC.

By: Thomas A. Peterson, City Manager

By: _____

Title: _____

Attest: Alice M. Reimche, City Clerk

EXHIBIT "A"

SPECIFICATIONS FOR
MAINTENANCE OF LANDSCAPED AREAS
WITHIN THE CITY OF LODI

1. GENERAL CONDITIONS

- 1.1 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.
- 1.2 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 Contractor's usual place of business.
- 1.3 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.
- 1.4 Period of Contract This Contract provides for accomplishment of specified work for a period of twelve (12) months following award of Contract, from July 1, 1986, through June 30, 1987.
- 1.5 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.

2. SPECIAL CONDITIONS

- 2.1 The Contractor shall be responsible for the skills, methods and actions of Contractor's 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.
- 2.2 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.

2.3 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 Contractor 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 Contractor's operations under this contract, whether such operations be by Contractor 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:

\$1,000,000 Bodily Injury - Ea. Occurrence/Aggregate; \$1,000,000
Property Damage - Ea. Occurrence/Aggregate or \$1,000,000 Combined
Single Limits

Contractor shall have Contractor's insurance agent sign and return to the City one copy of the City-furnished form of Additional Insured Endorsement and form of Certificate of Insurance.

2.4 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.

2.5 Damages Contractor will report to the Director's representative damages caused by Contractor's employees or equipment to plant material, irrigation system or other public facilities, and repair same at Contractor's expense.

3. DESCRIPTION OF WORK

3.1 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.

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

4. MAINTENANCE SPECIFICATIONS

4.1 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.

4.2 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 1- - 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.

4.3 Fertilizing

- a. Lawns All turfed areas shall be fertilized four times per year, once in the Fall, twice 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.

4.4 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.

4.5 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.

4.6 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.

4.7 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)	\$ 16.40
2. Bradford Circle (1)	\$ 16.40
3. Dorchester Way (1)	\$ 16.40
4. Ham Lane, Kettleman to Harney (1)	\$ 246.25
5. Ham Lane N/O Kettleman (1)	\$ 31.20
6. Lower Sacramento Road (all)	\$ 163.35
7. Port Chelsea (1)	\$ 16.40
8. Shady Acres (1)	\$ 20.80
9. Virginia Avenue (3)	\$ 31.20
10. Vista Drive (1)	\$ 31.20
11. Hutchins Street, Vineyard-Harney (1)	\$ 88.65
12. Park West (2)	\$ 177.05
13. Central Avenue (1)	\$ 35.70
<u>Walkways</u>	
14. Bradford Circle (1)	\$ 16.40
15. Denby Drive (1)	\$ 67.65
16. Port Chelsea (2)	\$ 16.40
17. Wimbledon Drive (1)	\$ 16.40
<u>Other Facilities</u>	
18. Kofu Parking Lot (1)	\$ 83.30
19. Municipal Service Center (1)	\$ 114.55
20. Lawrence Parking Lot (1)	\$ 27.60
21. Downtown Landscape (1)	\$ 147.90
22. White Slough (1)	\$ 221.20

<u>Wells</u>	<u>AMOUNT PER MONTH</u>
23. #5 - Mills & Colette (1)	\$ 39.60
24. #6 - Mission & Stockton (1)	\$ 39.60
25. #8 - Stockton & Kettleman (1)	\$ 84.55
26. #13 - Corbin & Low Sacramento Road (1)	\$ 22.15
27. #14 - Allen-Capell (1)	\$ 22.80
28. #15 - Lower Sacramento - Tejon (1)	\$ 28.00
29. #17 - Vine & Evert (1)	\$ 22.15
30. #18 - Church & Century (1)	\$ 84.55
31. #19 - Harney Lane (1)	\$ 20.30

Sewer Lift Station

32. Rivergate & Royal Oaks (1)	\$ 40.35
33. <u>City Hall Complex</u> (1)	\$ 580.55

Substations

34. Henning (1)	\$ 114.45
35. Killelea (1)	\$ 40.35
36. McLane (1)	\$ 67.65
37. <u>Fire Station #3</u> (1)	\$ 86.70
38. <u>Library</u> (1)	\$ 145.85

TOTAL COST PER MONTH \$ 3,042.00

Workers Compensation Insurance

Carrier is: _____

Policy number: _____

Expiration date: _____

Contractor: _____

Address: _____

Phone number: (____) _____

By: _____

Title: _____

Date: _____