

CITY COUNCIL MEETING

July 17, 1981

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RENEWAL OF
CONTRACT OF
LANDSCAPED AREAS
WITHIN THE CITY
OF LODI

Council was apprised that Jim's Gardening Service has been maintaining various City landscape areas since July, 1979. In July, 1980, the City renewed the contract at an increase of 3.2%. The City has recently received a quote from Jim's Gardening Service to maintain the existing areas for the next fiscal year at an annual cost of \$30,162.00, which is an increase of 7.8%.

COUNCIL APPROVED AND AUTHORIZED THE CITY MANAGER AND CITY CLERK TO EXECUTE ON BEHALF OF THE CITY THE RENEWAL OF THE LANDSCAPE MAINTENANCE CONTRACT TO JIM'S GARDENING SERVICE, LODI, CALIFORNIA, FOR THE 1981-82 FISCAL YEAR IN THE AMOUNT HERETOFORE SET FORTH.



CITY OF LODI

COUNCIL COMMUNICATION

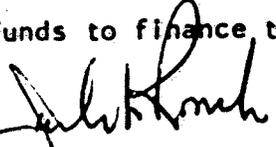
TO: City Council
FROM: City Manager
DATE: May 26, 1981
SUBJECT: Renewal of Contract of Landscaped Areas Within the City of Lodi

RECOMMENDED ACTION: That the City Council approve and authorize the City Manager to execute the renewal of the landscape maintenance contract to Jim's Gardening Service, Lodi, California for the 1981-82 fiscal year.

BACKGROUND INFORMATION: Jim's Gardening Service has been maintaining various landscape areas since July 1979. In July 1980, the City renewed the contract at an increase of 3.2%. We have recently received a quote from Jim's Gardening Service to maintain the existing areas for the next fiscal year at an annual cost of \$30,162, which is an increase of 7.8%. The renewal of the contract would cover the period of July 1, 1981 to June 30, 1982, a total of twelve months.

We have experienced excellent services from Jim's Gardening Service and in light of today's inflationary cost, we find it justified to recommend the renewal of the existing contract.

Funds to finance this project are included in the 1981-82 Operating Budget.


Jack L. Ronsko
Public Works Director

APPROVED:

HENRY A. GLAVES, City Manager

FILE NO.

Follow up
CITY COUNCIL

JAMES A. McCARTY, Mayor
ROBERT G. MURPHY, Mayor Pro Tem
RICHARD L. HUGHES
WALTER KATNICH
JAMES W. PINKERTON, Jr.

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
POST OFFICE BOX 320
LODI, CALIFORNIA 95241
(209) 334-5634

HENRY A. CLAVES, Jr.
City Manager

ALICE M. REIMCHE
City Clerk

RONALD M. STEIN
City Attorney

July 15, 1981

Jim's Gardening Service
823 Daisy Avenue
Lodi, CA 95240

Gentlemen:

Enclosed for your files is a fully executed copy of the Contract for Landscape Maintenance between the City of Lodi and Jim's Gardening Service, which was approved at a regular meeting of the Lodi City Council held June 17, 1981.

Very truly yours,

Doreen L. Gaugel
Doreen L. Gaugel
Deputy City Clerk

Enc.

CONTRACT FOR LANDSCAPE MAINTENANCE

THIS AGREEMENT made this 17th day of June, 1981 by and between the CITY OF LODI, a municipal corporation, hereinafter called "City, and Jim's Gardening Service, hereinafter called "Contractor."

This contract shall be for the period July 1, 1981 until June 30, 1982 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 Thirty Thousand One Hundred Sixty Two and 00/100 Dollars (\$30,162.00), payable at the rate of \$2,513.00 per month as outlined in the Bid Proposal.

This agreement may be terminated by either party to 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".

The 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

By: Henry A. Graves
Henry A. Graves, City Manager

ATTEST:

Alma M. Beecher

JIM'S GARDENING SERVICE

By: James R. Cipperasich
Title: _____

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 his 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 one (1) year following award of Contract, from July 1, 1980 through June 30, 1981.
- 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 his men. 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 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 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:

Public Liability Insurance - In an amount not less than \$300,000 for injuries, including accidental death to any one person, and subject to the same limit for each accident, in an amount not less than \$500,000.

Property Damage Insurance - in an amount of not less than \$50,000.

The 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 reasons of, or in the course of the performance of, said work.

- 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 his employees or equipment to plant material, irrigation system or other public facilities, and repair same at his expense.

3. DESCRIPTION OF WORK

- 3.1 The Contractor shall furnish all labor, equipment and other services for the complete maintenance, in accordance with the provisions of this agreement, of the following landscaped areas within the City of Lodi. Site locations as shown on the Bid Proposal which is made part of this Exhibit "A."

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.

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 1½ - 2 inches "Scalping" 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 of 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 two times per year, once in the Fall and once in the Spring 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 areas 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 area's 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 this 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)	\$ <u>43.00</u>
2. Bradford Circle (1)	\$ <u>37.50</u>
3. Dorchester Way (1)	\$ <u>37.50</u>
4. Ham Lane-Century to Harney Lane (1)	\$ <u>155.00</u>
5. Ham Lane N/O Kettleman Lane (1)	\$ <u>27.50</u>
6. Lower Sacramento Road (all)	\$ <u>240.00</u>
7. Port Chelsea (1)	\$ <u>37.50</u>
8. Shady Acres (1)	\$ <u>27.50</u>
9. Virginia Avenue (3)	\$ <u>37.50</u>
10. Vista Drive (1)	\$ <u>16.50</u>
<u>Walkways</u>	
11. Bradford Circle (1)	\$ <u>32.50</u>
12. Denby Drive (1)	\$ <u>37.50</u>
13. Port Chelsea (2)	\$ <u>55.00</u>
14. Wimbeldon (1)	\$ <u>27.50</u>
<u>Other Facilities</u>	
15. City Hall Complex	\$ <u>680.00</u>
16. Kofu Parking Lot (1)	\$ <u>105.00</u>
17. Library (1)	\$ <u>145.00</u>
18. Municipal Service Center (1)	\$ <u>225.00</u>

Bid Proposal
Maintenance of Landscaped Areas
Within the City of Lodi
Page 2

<u>LOCATION</u>	<u>AMOUNT PER MONTH</u>
<u>Wells</u>	
19. #5 Hills & Collette (1)	\$ <u>27.00</u>
20. #8 Stockton & Kettleman (1)	\$ <u>37.50</u>
21. #13 Corbin & Lower Sacramento Road (1)	\$ <u>37.50</u>
22. #17 Vine & Evert (1)	\$ <u>37.50</u>
23. #18 Church & Century (1)	\$ <u>27.00</u>
<u>Sewer Lift Station</u>	
24. Rivergate & Royal Oaks (1)	\$ <u>32.50</u>
<u>Substations</u>	
25. Henning (1)	\$ <u>190.00</u>
26. Killelea (1)	\$ <u>52.50</u>
27. Mc Lane (1)	\$ <u>105.00</u>
Total Cost Per Month	\$ <u>2,513.50</u>
Total Yearly Cost	\$ <u>30,162.00</u>

Worker's Compensation Insurance

Carrier is: _____
Policy Number: _____
Expiration Date: _____
Contractor: _____
Address: _____

Phone Number: _____
By: _____
Title: _____
Date: _____