



TOWN OF DISCOVERY BAY CSD

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MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY CSD

THURSDAY, February 4, 2010 at 6:00p.m.

1800 Willow Lake Road, Discovery Bay, California
Website address: www.townofdiscoverybay.org

SPECIAL MEETING at 6:00p.m.

A. ROLL CALL

General Manager Koehne called the meeting to order at 6:00p.m. He then led the Pledge of Allegiance. Roll call reflected that all directors were present.

B. PUBLIC COMMENTS

There were no public comments. Resident Richard Kier stated that he was informed by staff that the meeting was to be a workshop format, so would like to address any questions as the Board moves through the Exhibits. That is fine by the Board, though each comment is limited to the standard three (3) minutes per item.

C. NEW BUSINESS FOR BOARD CONSIDERATION

1. Review, Discuss, and Possible Direction regarding changes to the Landscape Maintenance Contract Standards (Perez) – General Manager Koehne provided an overview of the intention of Landscape Manager Perez to update the Town of Discovery Bay CSD Landscape Standards so that when the new landscaping contract goes out to bid, the contractors know precisely what they are bidding on and what the expectations are for their contract with the Town of Discovery Bay CSD. President Graves suggested going through the Standards in their entirety and motion at the end.

Landscape Manager Perez provided a line item list of sections that she would like to change in the "Town of Discovery Bay CSD Landscape Standards," and explained her reasons for the changes. Discussion of each item was included by the Board and Public during the presentation when seeking clarification of the requested changes. Any items that were added, changed or clarified during the meeting are provided in bold italic below.

NOTE: The following is copied from the DRAFT, Town of Discovery Bay CSD, Landscape Maintenance Standards Review – Notes, Prepared by Fairin Perez.

Exhibit “A” - Discovery Bay Landscape Maintenance Service Area

General:

Add Newport Lane (North) – Weed Abatement/Control - Add this site as Item #14 to Discovery Bay Landscape Maintenance Service Area #8, Exhibit A

Exhibit “E” - Long Term Maintenance

Part 1 - 1.01

Define contractor. Using a set of standards whose subsections may or may not apply depending on contractor type can get confusing when enforcing contract obligations. Further comments for sections considered as a “Developer” responsibility are outlined below.

Part 1 – 1.02, A.2.

“... The Town will allocate within the contract an additional dollar amount for Town approved incidental expenses.”

Possible removal of this item. All work outside of “routine maintenance” should be submitted as separate proposal. No guarantee of additional funds or use of Landscape Contractor for the completion of such incidental work. Too many variables. This can still be calculated into our internal budgets.

Part 1 – 1.02, B.3

This is a Developer type responsibility; exclude from Long Term Maintenance. Parts of this section should be defined in other areas for the Maintenance Standards.

Part 1 – 1.02, B.4

Add statement about all other requirements outlined in Standards regarding Pesticide application, compliance and notification.

Part 1 – 1.02, B.5

Contractor shall maintain and inspect; but shall only report (with cost) any non-functioning or inefficient features. The Town shall approve all repairs prior to completion.

Part 1 – 1.02, B.7

“...during the warranty period of one year...”

Remove statement. Developer/Installer responsibility.

Part 1 – 1.02, C

“...Developers/Contractors performing work prior to final acceptance of the improvements by the Town shall notify the...”

Remove statement. Developer/Installer responsibility.

Part 1 – 1.02, C.3

“... or which has been stolen or vandalized.”

...due to theft, vandalism or acts of God, excluding Contractor neglect.

Part 1 – 1.03, A

Define “Town’s Landscape Consultant.” – Change to Representative

Part 1 – 1.03, D

Only require written PCA recommendation for Restricted materials.

ADD – Part 1 – 1.03, E

Request contractor to provide additional Emergency Contacts on their contact list, not just one

Part 1 – 1.04, A

Inspection on monthly basis, or as determined necessary by Town representative.

Part 1 – 1.04, B

Contractor should be allowed at least 30 days to define schedule, especially if the contractor is new.

Remove requirement of 30 day notice of changes to schedule.- Notice prior to change, not defined by a time frame

Part 1 – 1.04, C

Add sample formats of each report. Currently received reports vary in detail.

Part 1 – 1.04

Addition: The Contractor shall supply a “90 day start up plan” that shall report the condition of each irrigation system listed by controller and station, shrubs, ground cover, trees and provide listing of site specific conditions at each landscape area. The Contractor shall submit this report to the DBCSD within 90 days of the start of contract.

Add pesticide Use Report here.

Add Turf Inspection Report here.

Part 2 – 2.01

Section will be changed based on current soils reports and shall include a fertilization schedule and notification request.

Part 2 – 2.02

Add requirement to provide MSDS and product labels to Town representative prior to application.

Part 2 – 2.05

Remove Developer requirements.

Part 3 – 3.01, A.2

Contractor should not remove graffiti (Town responsibility). Contractor should be required to report incidents of graffiti as routine maintenance.

Part 3 – 3.01, B.2

Move to Section A.

Part 3 – 3.01, D

Remove statement about elimination of animal pests – move to section E.

Add height requirements for mechanical weeding. Example, weeds over 12” in height shall removed mechanically, not chemically.

Keep notification requirements in line with previous sections.

Part 3 – 3.01, E

Change to notification and proposal. Upon approval...

Part 3 – 3.01, E.8

Keep notification requirements in line with previous sections.

Part 3 – 3.01, G

Palm fertilization? – Wants palm tree maintenance as a separate contract with an Arborist as these trees require special maintenance

Provide schedule and type.

ADD – Part 3- 3.06 – Wants Maintenance Crew to notify CSD Landscape Representative of needed shrub replacement, mulching and grading rather than including as routine maintenance items

Part 3 – 3.07, B.1

Monthly inspections are excessive. Provide schedule for complete inspections; more frequent during warmer weather. Does not relieve contractor of notifying Town of visually inspected issues during regular maintenance. – Plans to add a Sample Report for the Contractor to follow

Part 3 – 3.07, B.4

Water supply to mainline or lateral breaks should be turned off immediately at the nearest point of connection (i.e., valves for laterals, or backflow or meter for mainlines). Immediate notification to Town with cost estimate for repairs.

Turf Maintenance and Renovation

Part 1 – 1.01

Define contractor. Using a set of standards whose subsections may or may not apply depending on contractor type can get confusing when enforcing contract obligations. Further comments for sections considered as a “Developer” responsibility are outlined below.

Part 1 – 1.02, A.1

Remove.

Part 1 – 1.02, B.2

Remove re-seeding. (Incidental)

Part 1 – 1.02, B.3

Remove reference to Plans(Developer).

Part 1 – 1.02, C

Remove Developer wordings.

Add Re-Seeding and Thatch removal to Incidental Section. Provide cost in bid package.

Part 2 – 2.03

Refer to Long Term Maintenance schedule and type. (Or vice-versa)

ADD Part 3 – 3.02 – Specific Mow Schedule and state that the contractor is expected to clean equipment between mowing infested and non-infested areas.

Part 3 – 3.06, A

Fertilizer requirements, type and frequency to be based on soils report and to reflect previous

subsections. – Delete this or incorporate into previous section, pending receipt of recent soils report.

Part 3 – 3.07, A

Aeration should only be performed once annually, in spring.

Part 3 – 3.08, D

Should be does as notification and incidental cost.

Part 3 – 3.10, A

Town representative to decide on when to renovate turf.

Part 3 – 3.10, F

Remove.- This will be removed from the maintenance contract.

Part 4 –

Consider combining this report into full landscape report.

Tree Preservation & Pruning

Part 1 – 1.01

Define contractor. Using a set of standards whose subsections may or may not apply depending on contractor type can get confusing when enforcing contract obligations. Further comments for sections considered as a “Developer” responsibility are outlined below.

Part 1- 1.02, A.1

Remove.

Part 1 – 1.02, A.2

Remove sentence about additional dollar amount for approved incidentals.

Part 1 – 1.02, B.1

Identify height of trees to be considered routine. Total height of tree? Or up to limb height? Typically 12-14’

Add section describing tree stake removal and straightening as routine service.

Part 1 – 1.02, B.2

Remove.

Part 1 -1.02, B.3

Remove... “or noted on the Reviewed/As Built landscape Plans.”

Part 1 – 1.02, C

Remove Developer references.

All incidental work should be ANY tree care service above previously mentioned routine service height and root pruning.- This would be included in the Tree Care contract, not maintenance.

Part 1- 1.04, B

Remove.

Part 3 – 3.01

Discuss complete removal.- remove

Part 3 – 3.02

Add tree heights to be included in routine maintenance.

Part 3 – 3.02, F

All chipped brush shall be disposed at a location to be determined by the DBCSD.

Disease and Insect Control

Part 1 – 1.01

Define contractor. Using a set of standards whose subsections may or may not apply depending on contractor type can get confusing when enforcing contract obligations.

Part 1 – 1.02, A.1

Remove.

Part 1 – 1.02, A.2

Remove sentence about additional dollar amount for approved incidentals.

Part 1 – 1.02, B

This section should be incidental. Report infestations or diseases with costs only.

Part 1 – 1.03

Keep all pesticide reporting requirements in line with previous section of the standards. Town notification. MSDS/Label copies.

Ballfield Maintenance

Part 1 – 1.01

Define contractor. Using a set of standards whose subsections may or may not apply depending on contractor type can get confusing when enforcing contract obligations.

Part 1 – 1.02, A.1

Remove.

Part 1 – 1.02, A.2

Remove sentence about additional dollar amount for approved incidentals.

Part 1 – 1.02, B.1

Repair and renovation should not be routine.

Part 1 – 1.02, B3

Aeration only once a year; in spring.

Part 1 – 1.02, C

Remove developer responsibilities.

Part 3.02

Section A is routine maintenance; while Section B is incidental.

Part 3.03, C

Incidental. Reporting only.

Part 3.04

Remove. Town responsibility.

Part 3.05

Remove. Town responsibility.

Tree Removal and Transplanting

Part 1 – 1.01

Define contractor. Using a set of standards whose subsections may or may not apply depending on contractor type can get confusing when enforcing contract obligations.

Part 1 – 1.02, A.1

Remove.

Part 1 – 1.02, A.2

Remove sentence about additional dollar amount for approved incidentals.

Part 1 – 1.04, A

Remove. – This should be Section B, not A.

Part 4

Remove all.

Other Discussions

Use of standardized reports.

Creating a punch list system during monthly inspection with Contractor. Any 'routine maintenance' items not corrected within 30 days of inspection will be corrected by DBCSD and billed back to Contractor (or fined per occurrence).- The Board said that Landscape Manager Perez should consult with Legal regarding the correct verbiage.

Add 'Fee Schedule' to bid package and contract. Allowed billing amounts for incidental or remedial landscaping. Include De-Thatching.

Add 'Inclement Weather' Section:

During periods of storms, Contractor will provide inspection of the project during regular hours to prevent or minimize possible damage from inclement weather. Contractors shall not be relieved of completing routine maintenance items whose work is not affected by such weather; i.e., trash pick up, tree strapping.

Add General Comment:

All landscape areas within the project site(s) are the primary area of work. Walks, pavements, curbs and gutters adjacent to or within the boundaries of the landscape area are included in the scope of work insofar as cleanup of maintenance debris and control of weed growth within pavements is required as a part of the general scope.

Contractor Warranty for Incidentals (Plant Material) – One year from Town acceptance.

Add section to irrigation maintenance – Contractor only allowed to manually water from the clock and with a specified shut off time; not allowed to manually open valves.

Add section regarding the locking of valve boxes.

Add section to Tree maintenance. Tree stakes to be lowered (cut) when they interfere with normal tree growth.

END OF DRAFT

Additional Comments from Board and Public –

Vice-President Simon asked about double maintenance fees occurring when the contractor with the General Maintenance contract does not have to maintain an area that is being redone and for the time period following when the other contractor has to maintain. Fairin stated that can be addressed within the contract so that double fees are not incurred by the Town of Discovery Bay CSD. President Graves suggested that the Landscape Standards or a contract addendum might note that there would be a credit back in the case of other Contractors doing jobs and short term maintenance (i.e.; 6 months to 1 year) in the area that includes the General Maintenance contract. Director Piepho asked about Graffiti and why it is being removed as a Maintenance responsibility. General Manager Koehne noted that it was originally in there because the Town of Discovery Bay CSD adopted the County's Standards, however, some do not apply and the Graffiti is not a Landscaping responsibility. Graffiti on CSD property is taken care of by the CSD. Graffiti on County property has been cleaned up by community volunteers. They will keep the section that the contractor notify the CSD when they see Graffiti, but remove cleaning this as a contractor responsibility. Director Tetreault stated that the bottom line is oversight and that in his opinion we will have it now where we did not have it before. Resident Bill Richardson asked if there will also be a New Developer Contract and Fairin Perez responded by saying yes and it will be completed prior to going out to bid on any new projects. Bill Richardson asked if palm tree maintenance will be separate from other trees. Fairin explained that they will be separate because Palm Trees require special care, annual trimming, special fertilizers, etc. and that the Palm Tree contract will likely be taken care of by an Arborist. Resident Richard Kier commented that he is confident that things will now get done. Director Piepho asked if Fairin can develop a visual with different kinds of trees so that the Board can identify what she is presenting in the future.

Vice-President Simon made a motion to approve the Landscape Standards to be changed from draft form to final form. Director Piepho 2nd the motion. The motion passed with a vote of 5 ayes, 0 nos, 0 abstain.

D. ADJOURNMENT

The meeting was adjourned at 7:57p.m. to the next Regular Meeting on February 17, 2010 at 7:00p.m.

jd 2.8.10