



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Adopt Resolution Awarding Contract for Annual Tree Trimming for Power Line Clearing to Utility Tree Service, Inc. of Stockton and Authorizing City Manager to Execute Contract and Extensions (\$490,000)

MEETING DATE: June 19, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution awarding Contract for annual tree trimming for power line clearing to Utility Tree Service, Inc. of Stockton and authorizing City Manager to execute contract and extensions in the amount of \$490,000.

BACKGROUND INFORMATION: The Electric Utility utilizes a contractor to provide tree trimming services necessary for the reliable operation of the Electric Utility power lines. The current contract with Asplundh Tree Expert Company of Stockton is due to expire June 30, 2013.

The specifications for this service were approved for issuance by the Council on May 15, 2013. It has been prepared on a 12-month basis with the option to extend annually thereafter, at the City's sole discretion, for a maximum of three additional years. The contract would provide the City with a three-person backyard crew and a two-person street crew, including vehicles, equipment and other expenses for two crews.

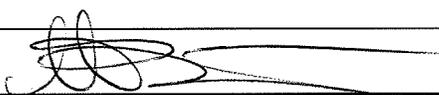
On June 10, 2013, six bids were received:

| | |
|--|-------------------|
| Utility Tree Service, Inc., Stockton | \$213.85 per hour |
| Trees Inc., Huston, TX | \$229.61 per hour |
| Wright Tree Service, Inc., West Des Moines, IA | \$230.72 per hour |
| West Coast Arborists, Inc., Anaheim | \$240.00 per hour |
| The Original Mowbrays Tree Service, Inc., San Bernardino | \$301.43 per hour |
| Davey Surgery Company, Livermore | \$325.85 per hour |

Utility Tree Service, Inc. is the lowest responsive bid. Utility Tree Service, Inc. is an experienced tree-trimming contractor with a national presence. It currently provides service to other utilities in the region.

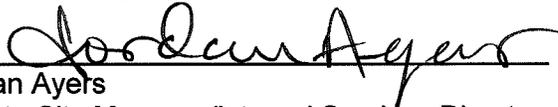
Maintaining an adequate line clearance program is a critical element to electric system reliability. Due to the excellent results the utility has experienced with contracting out this service (i.e. significant reduction of outage time and overall cost effectiveness), it is recommended that the contracting program be continued. The proposed tree trimming program covers the period of July 1, 2013 to June 30, 2014 with the option for up to three additional one-year extensions covering fiscal years 2014/15 and 2015/16 and 2016/17. The specifications are on file with the EU.

APPROVED: _____

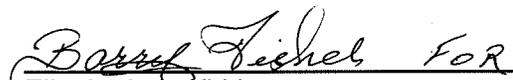

Konradt Bartlam, City Manager

FISCAL IMPACT: Trimming trees reduces electric outages for customers and reduces emergency call-outs and repair work.

FUNDING AVAILABLE: Included in FY2013/14 Account No. 160654.
Funding for contract extensions shall be approved on a year-to-year basis.



Jordan Ayers
Deputy City Manager/Internal Services Director



Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Barry Fisher, Construction/Maintenance Supervisor

EAK/BF/LST/lst

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and UTILITY TREE SERVICE, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

| | |
|------------------------|-------------------------------------|
| Notice Inviting Bids | The Latest Edition of |
| Information to Bidders | Standard Specifications, |
| General Provisions | State of California, |
| Special Provisions | Business and Transportation Agency, |
| Bid Proposal | Department of Transportation |
| Contract | |
| Contract Bonds | |
| Plans | |

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the one bond bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5-600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from

**2013 TREE TRIMMING PROJECT
CITY OF LODI ELECTRIC UTILITY**

CONTRACT

the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of

the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary for line clearing (tree trimming) for sub-transmission, distribution and secondary circuits including overhead services within city limits of the City of Lodi at the direction of the Electric Utility Director with secondary distribution circuits being cleared a minimum of six (6) feet and ten (10) feet for primary distribution and sub-transmission, and with proposals being based on a two (2)-person Street Crew and a three (3)-person Backyard Crew, all as shown on the plans and specifications for "Tree Trimming Project".

UNIT PRICE ITEMS

| ITEM NO. | DESCRIPTION | UNIT | UNIT PRICE |
|----------|--|------|-----------------|
| 1. | Straight-Time for Backyard Crew Including Labor, Overheads, Supervision, Equipment, Disposal Costs, Fees, Licenses, etc. | HR | <u>\$117.58</u> |
| 2. | Straight-Time for Street Crew Including Labor, Overheads, Supervision, Equipment, Disposal Costs, Fees, Licenses, etc. | HR | <u>\$96.27</u> |
| 3. | Emergency After-Hours Work and Downtime Evaluation for a Helper/Groundman including overhead. | HR | <u>\$37.77</u> |
| 4. | Emergency After-Hours Work and Downtime Evaluation for a Tree Trimmer including overhead. | HR | <u>\$51.17</u> |
| 5. | Emergency After-Hours Work and Downtime Evaluation for a Crew Leader including overhead. | HR | <u>\$55.93</u> |

UNIT PRICE ITEMS (Continued)

| ITEM NO. | DESCRIPTION | UNIT | UNIT PRICE |
|----------|---|------|------------|
| 6. | Emergency After-Hours Work and Downtime Evaluation for a Chipper including overhead. | HR | \$3.37 |
| 7. | Emergency After-Hours Work and Downtime Evaluation for a Dump Truck including overhead. | HR | \$10.74 |
| 8. | Emergency After-Hours Work and Downtime Evaluation for an Aerial Boom with Dump Truck including overhead. | HR | \$16.40 |

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 30 calendar days and to diligently prosecute to completion all coordinated activity with the Electric Utility Director or designee during the one-year term of this contract and that work will be performed on an as-needed basis as determined by the Electric Utility Director or designee.

ARTICLE IX - This agreement may be extended for three (3) additional one-year terms at the City's option on the same terms and conditions as set forth herein. City shall exercise its option in writing 30 days before the expiration of this agreement.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES THAT FOR ANY FAILURE OF EQUIPMENT DOWNTIME AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT AS SET FORTH IN SECTION 6.6 OF THE SPECIAL PROVISIONS.

2013 TREE TRIMMING PROJECT
CITY OF LODI ELECTRIC UTILITY

CONTRACT

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

UTILITY TREE SERVICE, INC.

By: _____
KONRADT BARTLAM,
City Manager

By: _____
MIKE ENGLISH

Date: _____

Title

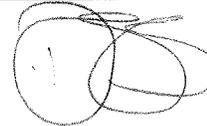
ATTEST:

RANDI JOHL,
City Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

By: _____



RESOLUTION NO. 2013-104

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING AND AUTHORIZING THE CITY MANAGER
TO EXECUTE CONTRACT AND EXTENSIONS FOR
ANNUAL TREE TRIMMING POWER LINE CLEARING

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WHEREAS, tree trimming services are necessary for the reliable operation of the Lodi Electric Utility power lines; and

WHEREAS, the City Council approved specifications for tree trimming for power line clearing services for the fiscal year ending June 30, 2014, and up to three subsequent years; and

WHEREAS, in answer to notice duly published in accordance with law and the order of the City Council, the City received and publicly opened on June 10, 2013, sealed bids for tree trimming for power line clearing, described in the specifications approved by the City Council; and

WHEREAS, bids were received, as follows:

| Bidder | Bid |
|--|-------------------|
| Utility Tree Service, Inc., Stockton | \$213.85 per hour |
| Trees Inc., Huston, TX | \$229.61 per hour |
| Wright Tree Service, Inc., West Des Moines, IA | \$230.72 per hour |
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WHEREAS, staff recommends awarding the tree trimming contract to the lowest responsive bidder, Utility Tree Service, Inc., Stockton, CA.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for tree trimming for power line clearing to the low bidder, Utility Tree Service, Inc., of Stockton, California, in the amount not to exceed \$490,000 per year; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract and any contract extensions on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that the Electric Utility Director is hereby authorized to extend this contract for three (3) one-year extensions with continued satisfactory performance in the prior year, in accordance with the terms of the specifications approved by the City Council if in the best interests of the City.

Dated: June 19, 2013

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I hereby certify that Resolution No. 2013-104 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 19, 2013, by the following vote:

- AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, and Mayor Nakanishi
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – Mounce
- ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk