



CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for 2013-2015 Tree Maintenance to West Coast Arborists, Inc., of Anaheim (\$178,000) and Authorizing Public Works Director to Execute Extensions
MEETING DATE: June 19, 2013
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for 2013-2015 Tree Maintenance to West Coast Arborists, Inc., of Anaheim, in the amount of \$178,000 and authorizing Public Works Director to execute extensions.

BACKGROUND INFORMATION: This project provides for the structural pruning, maintenance trimming, stump grinding, emergency calls, removal of City trees, pest control and tree planting at various locations throughout the City for Fiscal Years 2013/14 and 2014/15. An objective of this contract is to improve the health of our urban forest and reduce costs associated with this effort.

In previous years, a majority of the annual tree trimming budget was spent on tree pruning, tree removals, and emergency responses due to storm-related damage. The contract provides for individual tree pruning, which is more effective than grid pruning, as used in the past. The contract will be for two years with optional extensions, if mutually agreeable.

Specifications for this project were approved on April 17, 2013. The City received the following bid for this project on May 15, 2013.

Bidder	Location	Bid
Engineer's Estimate		\$213,000
West Coast Arborists, Inc.	Anaheim	\$178,000

The contract contains an option to extend if mutually agreeable to the City and the contractor. Staff recommends authorizing the Public Works Director to execute up to two two-year extensions to the contract when it is in the best interest of the City to do so.

FISCAL IMPACT: Selective tree maintenance improves tree health, which will reduce the number of emergency calls.

FUNDING AVAILABLE: This project will be funded by Streets Operating account (3215036).

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer
FWS/SN/pmf
cc: Associate Civil Engineer Nathan
City Engineer/Deputy Public Works Director

Deputy Public Works Director – Utilities

APPROVED:
Konradt Bartlam, City Manager

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and WEST COAST ARBORISTS, 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 July 1992 Edition, |
| 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 two bonds 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 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:

The work may include, but is not limited to, maintenance pruning (structural and clearance) and crown reductions, tree removals, stump grinding, mistletoe removal, tree pest control, palm tree pruning, and emergency call outs as specified in the bid summary. All work shall be completed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Successful bidder shall have a Certified Arborist on staff, who will supervise all tree care operations. Special projects that are difficult to access require the need for specialty equipment (i.e., crane), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental. All work shall be done as described in the Specifications for the above project.

See Section 6-07 "Description of Bid Items" for additional information.

CONTRACT ITEMS:

Bid Item No.	Description	Unit	Estimated Quantity	Unit Price	Total
1	Clearance Pruning	EA	200	\$ 35.00	\$ 7,000.00
2	Service Request Pruning 0"-6" DSH	EA	100	\$ 35.00	\$ 3,500.00
3	Service Request Pruning 7"-12" DSH	EA	150	\$ 75.00	\$ 11,250.00
4	Service Request Pruning 13"-18" DSH	EA	100	\$ 75.00	\$ 7,500.00
5	Service Request Pruning 19"-24" DSH	EA	100	\$ 150.00	\$ 15,000.00
6	Service Request Pruning 25"-30" DSH	EA	100	\$ 150.00	\$ 15,000.00
7	Service Request Pruning > 30" DSH	EA	75	\$ 150.00	\$ 11,250.00
8	Tree & Stump Removal < 6" DSH	EA	30	\$ 50.00	\$ 1,500.00
9	Tree & Stump Removal 6"-12" DSH	EA	30	\$ 150.00	\$ 4,500.00
10	Tree & Stump Removal 13"-18" DSH	EA	20	\$ 300.00	\$ 6,000.00
11	Tree & Stump Removal 19"-24" DSH	EA	20	\$ 500.00	\$ 10,000.00
12	Tree & Stump Removal 25"-30" DSH	EA	20	\$ 800.00	\$ 16,000.00
13	Tree & Stump Removal > 30" DSH	EA	30	\$ 800.00	\$ 24,000.00
14	Stump Removal < 6" DSH	EA	5	\$ 50.00	\$ 250.00
15	Stump Removal 6"-12" DSH	EA	5	\$ 100.00	\$ 500.00
16	Stump Removal 13"-18" DSH	EA	5	\$ 200.00	\$ 1,000.00
17	Stump Removal 19"-24" DSH	EA	5	\$ 200.00	\$ 1,000.00
18	Stump Removal 25"-30" DSH	EA	5	\$ 300.00	\$ 1,500.00
19	Stump Removal > 30" DSH	EA	5	\$ 300.00	\$ 1,500.00
20	Date Palm Tree Trimming	EA	50	\$ 150.00	\$ 7,500.00
21	Fan Palm Tree Trimming	EA	50	\$ 75.00	\$ 3,750.00
22	Crew Rental - 3 Man	HR	50	\$ 150.00	\$ 7,500.00
23	Emergency Crew Rental	HR	50	\$ 210.00	\$ 10,500.00
24	Tree Pest Control up to 30" DBH	EA	100	\$ 35.00	\$ 3,500.00
25	Tree Pest Control > 30" DBH	EA	10	\$ 70.00	\$ 700.00
26	Consulting Arborist Services	HR	20	\$ 65.00	\$ 1,300.00
27	Tree Planting Allowance (only with City Authorization)	LS	1	\$ 5,000.00	\$ 5,000.00

TOTAL: \$ 178,000.00

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 length of the contract will be twenty-four (24) months, starting July 1, 2013 and ending June 30, 2015. The contract may be extended if agreed upon by the Contractor and the City.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

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

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam
City Manager

By: _____

Date: _____

Attest

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney 

RESOLUTION NO. 2013-123

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT FOR 2013-2015 TREE MAINTENANCE AND
FURTHER AUTHORIZING THE PUBLIC WORKS DIRECTOR
TO EXECUTE EXTENSIONS

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on May 15, 2013, at 11:00 a.m., for 2013-2015 Tree Maintenance, described in the specifications therefore approved by the City Council on April 17, 2013; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
West Coast Arborists, Inc.	\$ 178,000

WHEREAS, staff recommends awarding the contract for 2013-2015 Tree Maintenance to the sole bidder, West Coast Arborists, Inc., of Anaheim, California, in the amount of \$178,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for 2013-2015 Tree Maintenance to the sole bidder, West Coast Arborists, Inc., of Anaheim, California, in the amount of \$178,000; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract; and

BE IT FURTHER RESOLVED that the Public Works Director is hereby authorized to execute two 2-year extensions if in the best interests of the City.

Dated: June 19, 2013

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I hereby certify that Resolution No. 2013-123 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