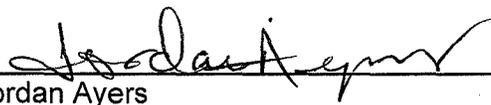


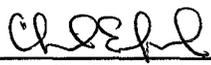
Bidder (continued)	Location	Bid
Bay Area Tree Specialists	San Jose	No Bid Received
Berndt Tree Service	Lodi	No Bid Received
Commercial Environment Landscape	Gilroy	No Bid Received
Davey Tree Expert Company	Sacramento	No Bid Received
Grover Tree Service	Modesto	No Bid Received
Mowbray Tree Service	San Bernardino	No Bid Received
Tree Tech Services	Sacramento	No Bid Received
Trugreen Landcare	Rancho Cordova	No Bid Received
Warner Tree Experts	Clayton	No Bid Received

FISCAL IMPACT: Removal will reduce or eliminate future damage to pavement and underground utilities from the invasive roots of these trees.

FUNDING AVAILABLE: This project will be funded by Streets and Drainage (320013) and Wastewater (171013) accounts.



Jordan Ayers
Deputy City Manager/Internal Services Director

for 

F. Wally Sandelin
Public Works Director

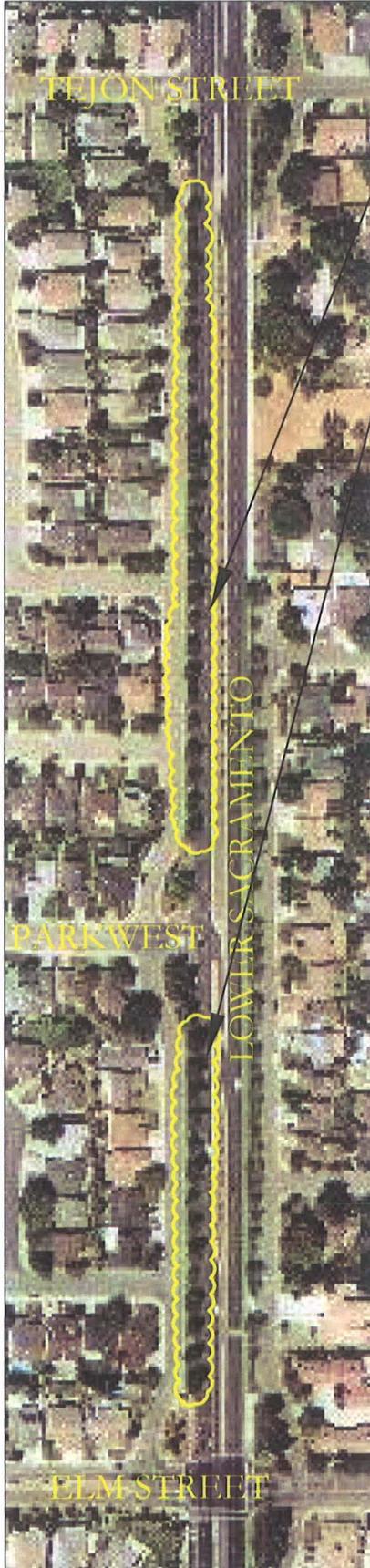
Prepared by Kathryn E. Garcia, Compliance Engineer
FWS/KMG/pmf
cc: Deputy Public Works Director – Utilities
Utility Superintendent



CITY OF LODI

PUBLIC WORKS DEPARTMENT

LOWER SACRAMENTO FRONTAGE ROAD TREE REMOVAL



THIRTY-NINE (39) RAYWOOD ASH TREES TO BE REMOVED

DIAMETER OF TREES TO BE
REMOVED (IN INCHES)

- 13
- 10
- 13
- 10
- 10
- 11
- 10
- 7
- 8
- 19
- 16
- 14
- 13
- 12
- 15
- 14
- 8
- 13
- 11
- 11
- 10
- 14
- 10
- 12
- 16
- 18
- 14
- 12
- 13
- 10
- 14
- 12
- 13
- 18
- 12
- 14
- 15
- 16
- 15



CITY OF LODI

PUBLIC WORKS DEPARTMENT

LOWER SACRAMENTO ROAD RAYWOOD ASH TREES STREET VIEW OF TREES TO BE REMOVED



STREET VIEW OF TREES TO BE REMOVED.

EXHIBIT B



CITY OF LODI

PUBLIC WORKS DEPARTMENT

LOWER SACRAMENTO ROAD RAYWOOD ASH TREES DAMAGE



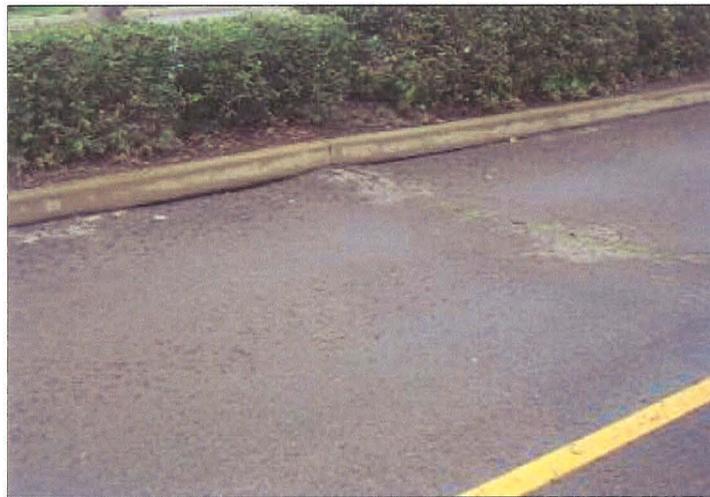
Damage to street, curb and gutter.



CITY OF LODI

PUBLIC WORKS DEPARTMENT

LOWER SACRAMENTO ROAD RAYWOOD ASH TREES DAMAGE



Damage to street, curb and gutter.

**RAYWOOD ASH REPLACEMENT PHASE II
TREE REPLACEMENT 2013
CONTRACT**

PAGE 1

CITY OF LODI, CALIFORNIA

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "City" and WEST COAST ARBORISTS, INC., herein called "Contractor."

W I T N E S S E T H :

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 filed in the Public Works Department, which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition Standard
Information to Bidders	Specifications, State of California
General Provisions	Business and Transportation
Special Provisions	Agency, Department of
Bid Proposal	Transportation
Contract	
Contract Bond	
Exhibit A- Standard Plan 140	
Exhibit B - Tree Removal Site Plan	

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 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 perform and complete in a good workmanlike and substantial manner and to the satisfaction of the City 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 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 it's 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 Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary for removing 39 Raywood Ash trees including tree stump, roots, and removal of all debris. Contractor will grind stumps to a minimum depth of 18 inches and will make sufficient room for the follow up planting of the 15-gallon podocarpus. All wood chips shall be removed from grind site and holes will be backfilled with clean top soil. All organic material shall be recycled and proof of recycling must be provided with invoice. Contractor shall be responsible for any and all damage associated with the removal of tree, stump grinding, and root removal. This includes, but is not limited to, sidewalks, curb and gutters, walkways, landscape plants, and irrigation. Site shall be left level and ready to plant. After removal of the trees, 39 Podocarpus gracilior "Fern Pine" bush type 15-gallon plants will be planted in the same location as the Raywood Ash trees. Contractor must guarantee the life of the plants for a period of ninety (90) days, excluding vandalism and extreme weather conditions.

**RAYWOOD ASH REPLACEMENT PHASE II TREE REPLACEMENT 2013
BID PROPOSAL**

ITEM 1. TREE & STUMP REMOVAL

City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to Contractor. Contractor calls U.S.A. and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of 18 inches. All holes will be backfilled with clean top soil; as well as all debris cleaned up and hauled away. Contractor shall be responsible for any and all damage associated with the removal of tree, stump grinding, and root removal. This includes, but is not limited to, sidewalks, curb and gutters, walkways, landscape plants, and irrigation. Site shall be left level and ready to plant.

ITEM 1. TREE & STUMP REMOVAL				
DESCRIPTION	UNIT	UNIT COST	EST. QTY	TOTAL COST
Removal of 39 Raywood Ash Trees (Tree and Stump)	LUMP SUM	\$ 15,600.00	1	\$ 15,600.00
Total Item 1				\$ 15,600.00

ITEM 2. TREE PLANTING

Item 2 consists of planting Podocarpus gracilior "Fern Pine" bush type 15 gallon plants will be planted in the same location as the Raywood Ash trees in accordance with these specifications. Planting includes the tree, stakes, ties and complete installation, which will require, but will not be limited to, removing existing shrubs, roots, and relocating existing irrigation lines. Contractor must guarantee the life of the trees for a period of ninety (90) days, excluding vandalism and extreme weather conditions.

ITEM 2. TREE PLANTING				
DESCRIPTION	UNIT	UNIT COST	EST. QTY	TOTAL COST
15 Gallon tree (without root barrier)	Each	\$ 250.00	39	\$ 9,750.00
Total Item 2				\$ 9,750.00

References must be submitted with bid proposal as described in Section 2.1400.

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 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within the allotted number of working days:

Thirty (30) Calendar Days after receipt of the Notice to Proceed.

**RAYWOOD ASH REPLACEMENT PHASE II
TREE REPLACEMENT 2013
CONTRACT**

PAGE 4

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 first written below.

West Coast Arborists, Inc.
CONTRACTOR

Dated: _____

Authorized Signature

Title

TYPE OF ORGANIZATION
Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

Address

() _____
Telephone

CITY OF LODI
a Municipal corporation

Konradt Bartlam
City Manager

Attest:

Randi Johl-Olson, City Clerk

Approved as to Form: _____

D. Stephen Schwabauer
City Attorney 

RESOLUTION NO. 2013-176

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING AND AUTHORIZING THE CITY MANAGER
TO EXECUTE CONTRACT FOR THE REPLACEMENT
OF RAYWOOD ASH TREES, PHASE II

=====

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 September 19, 2013, at 11:00 a.m., for the Replacement of Raywood Ash Trees, Phase II, described in the specifications therefore approved by the City Council on August 21, 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.	\$ 25,350

WHEREAS, staff recommends awarding the contract for the Replacement of Raywood Ash Trees, Phase II, to the sole bidder, West Coast Arborists, Inc., of Anaheim, California, in the amount of \$25,350.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Replacement of Raywood Ash Trees, Phase II, to the sole bidder, West Coast Arborists, Inc., of Anaheim, California, in the amount of \$25,350; and

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

Dated: October 16, 2013

=====

I hereby certify that Resolution No. 2013-176 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 16, 2013, by the following vote:

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



RANDI JOHL-OLSON
City Clerk