

**PUBLIC WORKS PROJECT CONTRACT
CITY OF CHICO/RICHARD’S TREE SERVICE, INC.**

**LOWER BIDWELL PARK TREE WORK- CAPER ACRES
(Project Title)**

**002-686-5330
(Project No.)**

THIS PUBLIC WORKS CONTRACT (“CONTRACT”) is made as of March 14, 2019, by and between the City of Chico, a municipal corporation of the State of California (“City”), and Richard’s Tree Service, Inc, a California corporation (“Contractor”).

City and Contractor agree as follows:

ARTICLE 1 BASIC INFORMATION

- | | | |
|------|---|--|
| 1.1 | City: | CITY OF CHICO |
| 1.2 | City’s Representative: | Mark Orme, City Manager |
| 1.3 | City’s address: | P. O. Box 3420, Chico, CA 95927-3420 |
| 1.4 | Contractor: | RICHARD’S TREE SERVICE, INC |
| 1.5 | Contractor’s Representative: | Joseph M. Graham |
| 1.6 | Contractor’s address: | P.O. Box 3115, Yuba City, CA 95992 |
| 1.7 | Project name and location: | LOWER BIDWELL PARK TREE WORK –
CAPER ACRES BASE BID ONLY |
| 1.8 | City’s Project Manager,
Contract Documents prepared by: | Richie Bamlet, Urban Forest Manager
Linda Herman, Park & Natural Resources Manager |
| 1.9 | The following listed
addenda are incorporated
in the Contract Documents: | Exhibit “A” Description of Project
Exhibit “B” Contract Sum - Unit Prices, if specified |
| 1.10 | Terms defined in City’s General Conditions shall have the same meanings when used in this Contract. | |

ARTICLE 2 WORK

2.1 Contractor shall provide all labor, materials, equipment, tools, and services required by City and shall perform all work described in the Contract Documents. Contractor agrees to do additional Work arising from changes ordered by City pursuant to Article 7 of the General Conditions.

ARTICLE 3 CONTRACT TIME

3.1 Contractor shall commence the Work on the date specified in City's Notice to Proceed. The Work shall be fully completed within 30 days (the "Contract Time") after the date of commencement specified in City's Notice to Proceed.

ARTICLE 4 LIQUIDATED DAMAGES

4.1 City and Contractor agree that if the Work is not completed within the Contract Time, City's damages would be extremely difficult or impracticable to determine. Therefore, City and Contractor agree that if Contractor fails to complete the Work within the Contract Time, Contractor shall pay to City, on demand, as liquidated damages and not as a penalty, the sum of zero Dollars (\$0) for each day after the expiration of the Contract Time that the Work remains incomplete, and that this amount is a reasonable estimate of and a reasonable sum for such damages. City may deduct any liquidated damages owed to City, as determined by City, from any payments otherwise payable to Contractor under this Contract.

4.2 Nothing contained herein shall limit City's rights or remedies against Contractor for any default other than failure to complete the Work within the Contract Time. This provision for liquidated damages shall not be applicable nor act as a limitation upon City if Contractor abandons the Work. In such event, Contractor shall be liable to City for all losses incurred.

ARTICLE 5 CONTRACT SUM

5.1 The Contract Sum is: Sixty-Two Thousand and One Hundred Dollars (\$62,100).

5.2 City shall pay to Contractor, for the performance of the Work, the Contract Sum subject to adjustment for alternates, unit price items, changes ordered by City, and as otherwise provided in the Contract Documents.

5.3 Unit prices, if any, and their respective estimated quantities, if specified, are listed in Exhibit "B" Contract Sum - Unit Prices.

The Contract Sum will be increased by an amount equal to the unit price multiplied by the actual number of units of each unit price item incorporated in the Work. Adjustment of unit prices, if actual quantities vary from estimated quantities, is subject to the provisions of Section 7.5 of the General Conditions.

ARTICLE 6 CONTRACT DOCUMENTS

6.1 The Contract Documents consist of this Contract, Special Provisions, Exhibits, Specifications, Addenda, Bid Proposal Forms and Attachments, Certificates of Insurance, Payment Bond, Performance Bond, List of Subcontractors, Notice to Proceed, Contract Modifications, and all other documents identified in this Contract, copies of which have been provided to Contractor by City.

ARTICLE 7 DUE AUTHORIZATION


7.1 The person or persons signing this Contract on behalf of Contractor hereby represent and warrant to City that this Contract is duly authorized, signed, and delivered by Contractor.

THIS CONTRACT is entered into as of the date first written above and is executed in at least three original counterparts. One counterpart original shall be delivered to Contractor and two counterpart originals shall be delivered to City.

CITY OF CHICO

CONTRACTOR

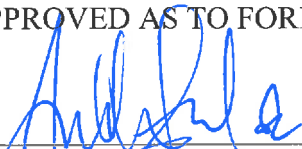

By: Mark Orme, City Manager*


By: Joseph M. Graham, President.

*Authorized pursuant to Section 3.20.060 of the Chico Municipal Code.

C-61/D49 - TREE SERVICE
(Name and Classification of License)


APPROVED AS TO FORM:


Vincent C. Ewing, City Attorney*
*Approved pursuant to The Charter of the City of Chico § 906(D)

608859
(California License Number)

1/21/2021
(Expiration Date)

REVIEWED AS TO CONTENT:


Scott Dowell, Administrative Services Director*

APPROVED AS TO CONTENT:


Erik Gustafson, Public Works Director O&M

*Reviewed by Finance and Information Systems

ACKNOWLEDGMENT

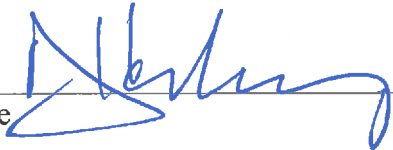
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SUTTER)

On March 4, 2019, before me, D. Haley, a Notary Public, personally appeared Joseph M. Graham, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



**PUBLIC WORKS PROJECT CONTRACT
CITY OF CHICO/RICHARD'S TREE SERVICE, INC.**

LOWER BIDWELL PARK TREE WORK- CAPER ACRES

(Project Title)

002-682-8801/50305-002-4150

(Project No.)

EXHIBIT "A"

Description of Project

CAPER ACRES TREE WORK – BASE BID

Contractor shall provide all labor, tools, equipment, and materials to prune and/or remove City-designated trees of various sizes and species located in Caper Acres in Lower Bidwell Park in Chico CA. The main objective is to reduce the risk of tree failure while maintaining tree canopy.

All work shall be overseen by the City's Urban Forest Manager and/or Street Trees Supervisor and performed in accordance with the prescriptions in the contract Special Provisions. Contractor shall follow protocols outlined in American National Standard Institute (ANSI) A300 (Part 1) 2017 Pruning Standards and "Best Management Practices".

Tree climbing spurs shall not be used except where trees are to be removed, where trees cannot otherwise be safely accessed, or in the case of emergencies. All wood and debris generated in conjunction with this work shall become the property of the Contractor.

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EXHIBIT "B"

Contract Sum - Unit Prices

Preferred Order of Work	Tree ID	Species	DBH (inches)	Height (Feet)	Priority	Vigor	Summary of Work	Cost
1	124	SYC	64	99	1	Fair	EWD/partial removal	\$ 7,000.00
2	128	SYC	39	102	1	Critical	Removal	\$ 4,500.00
							Stump Grinding	\$ 500.00
3	120	SYC	55+50	88	1	Fair	EWD/partial removal	\$ 4,500.00
4	102	VO	65	104	1	Fair	EWD	\$ 6,500.00
5	104	VO	45	86	1	Critical	Removal	\$ 2,900.00
							Stump Grinding	\$ 700.00
6	105	VO	54	81	1	Poor	Removal	\$ 3,500.00
							Stump Grinding	\$ 700.00
7	119	VO	39	76	1	Poor	EWD	\$ 2,000.00
8	121	VO	33	76	1	Fair	EWD	\$ 3,000.00
9	114	VO	54	107	1	Fair	EWD/thin	\$ 2,000.00
10	103	VO	48	100	1	Fair	EWD	\$ 3,500.00
11	106	SWG	27	92	1	Good	EWD	\$ 2,300.00
12	118	VO	42	99	2	Poor	EWD	\$ 2,700.00
13	115	VO	37	87	2	Fair	EWD	\$ 1,500.00
14	116	VO	34	97	2	Fair	EWD	\$ 1,900.00
15	127	SYC	18	60	2	Good	EWD	\$ 1,200.00
16	123	SYC	42	104	2	Fair	EWD	\$ 3,800.00
17	122	SYC	21	79	2	Fair	EWD	\$ 750.00
18	125	SYC	18	77	2	Good	EWD	\$ 750.00
19	126	SYC	21	78	2	Good	EWD	\$ 900.00
20	129	SYC	31	87	2	Good	EWD	\$ 2,900.00
21	117	VO	32	90	2	Fair	EWD	\$ 2,100.00
							Total:	\$ 62,100.00

LEGEND:

SYC = Sycamore

VO = Valley Oak

SWG = Sweetgum

EWD = End-Weight Reduction