

CITY OF CHICO, PUBLIC WORKS DEPARTMENT

CONTRACT - PUBLIC WORKS PROJECT

MARC WESLEY DBA M & S WESLEY TREE SERVICE
(Contractor)

WALNUT TREE REMOVALS
(Project Title)

002-686-5330
(Budget Account Number)

THIS CONTRACT is executed on October 31, 2016, between the CITY OF CHICO, (City), and MARC WESLEY, an individual, DBA M & S WESLEY (Contractor).

ARTICLE I - WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, Contractor hereby agrees to, at its own proper cost and expense, do all the work and furnish all labor and materials necessary to complete in a good, professional, and substantial manner, the public work indicated above and described in the documents listed below and made a part of this Contract by reference thereto, and the same as though set forth herein. Said documents are more fully described as follows:

1. REQUEST FOR QUOTATIONS dated November 2015
2. CITY OF CHICO STANDARD GENERAL PROVISIONS dated October 23, 2015
3. PROPOSAL dated December 15, 2015

Said public work is located in or near the City of Chico, County of Butte, State of California.

A requirement shown in any of said documents is as binding as though occurring in all. They are intended to be coordinated and to describe and provide for a complete work. Should it

appear that the work to be done or any of the matters relative thereto are not sufficiently explained in said documents or should any of said documents appear to be conflicting, the Contractor shall apply to the City for such further explanation as may be necessary, and shall conform to them as part of the Contract. The decisions of the City as to the true meaning of any of said documents shall be final.

The work shall be performed in accordance with the directions and specifications set forth in the above named documents and also in accordance with the following specifications entitled:

1. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS, MAY 2006
2. STANDARD SPECIFICATIONS OF THE CITY OF CHICO

Said specifications are hereby specifically referred to and by such reference made a part hereof.

ARTICLE II - Contractor agrees to receive and accept the prices set forth in Exhibit "A" attached hereto and by reference incorporated herein as full compensation for furnishing all labor and materials and doing all the work contemplated and embraced in this Contract; 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 obstruction which may arise or be encountered in the prosecution of the work 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 specifications and the requirements of the Public Works Director under them.

ARTICLE III - City hereby promises and agrees with Contractor to employ, and does hereby employ, Contractor to provide the labor and materials and to do the public work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions in said REQUEST FOR QUOTATIONS, GENERAL PROVISIONS, and PROPOSAL as 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 IV - 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 or proposal of said Contract, then this instrument shall control, and nothing herein shall be considered as acceptance of the said terms of said proposal conflicting herewith.

IN WITNESS WHEREOF, the parties hereto have executed these presents in the day and year first above written.

Marc Wesley DBA
M & S Wesley Tree Service
CONTRACTOR

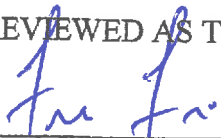
177 E. 20th Street
ADDRESS

Chico, CA 95928
CITY/STATE/ZIP

By: 
Signature

owner
TITLE

No. 935326 - C-12, C-61/D-49, C-27
CONTRACTOR'S LICENSE NO.

REVIEWED AS TO CONTENT:

Frank Fields, Administrative Services Director*

*Reviewed by Risk Management, Human Resources, Finance and Information Systems.

CITY OF CHICO, A Municipal Corporation

By:  
Purchasing Officer*

*Bid awarded by Purchasing Officer per Section 3.20.060 of the Chico Municipal Code.

APPROVED AS TO FORM:


Vincent C. Ewing, City Attorney*

*Approved pursuant to The Charter of the City of Chico § 906(D)

APPROVED AS TO CONTENT:

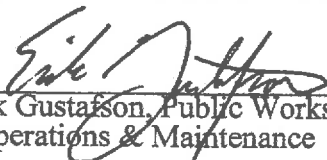

Erik Gustafson, Public Works Director
- Operations & Maintenance

EXHIBIT "A"
CONTRACTOR'S COMPENSATION SCHEDULE
 FOR
WALNUT TREE REMOVALS
 (Project Title)

 002-686-5330
 (Budget Account Number)

Item No.	Location of Trees & Stumps to be Removed	<u>A</u> Cost of Tree Removal	<u>B</u> Less Estimated Wood Value	<u>C</u> Net Cost/(Profit) to City
1	2165 Algonkin Avenue	\$500	\$0	\$500
2a	1163 Arcadian Avenue	\$500	\$0	\$500
2b	1163 Arcadian Avenue	\$500	\$0	\$500
3	1017 Aspen Street	\$500	\$0	\$500
4	1914 Broadway	\$500	\$0	\$500
5	Cedar Grove, Bidwell Park	\$500	\$0	\$500
6	2149 Ceres Avenue	\$500	\$0	\$500
7	183 East 5 th Avenue	\$500	\$0	\$500
8	276 East 6 th Avenue	\$500	\$0	\$500
9	353 East 7 th Street	\$500	\$0	\$500
10	498 East 8 th Avenue	\$500	\$0	\$500
11a	488 East 9 th Avenue	\$500	\$0	\$500
11b	488 East 9 th Avenue	\$500	\$0	\$500
12	1275 East Lindo Avenue	\$500	\$0	\$500
13a	1281 East Lindo Avenue	\$500	\$0	\$500
13b	1281 East Lindo Avenue	\$500	\$0	\$500
14a	1417 Esplanade	\$500	\$0	\$500
14b	1417 Esplanade	\$500	\$0	\$500
14c	1417 Esplanade	\$500	\$0	\$500
15a	1638 Esplanade	\$500	\$0	\$500
15b	1638 Esplanade	\$500	\$0	\$500
15c	1638 Esplanade	\$500	\$0	\$500
16	715 Flume Street	\$500	\$0	\$500
17	1446 Laburnum Avenue	\$500	\$0	\$500
18	1463 Laburnum Avenue	\$500	\$0	\$500
19	97 Mill Street	\$500	\$0	\$500
21	1420 Normal Avenue	\$500	\$0	\$500

Item No.	Location of Trees & Stumps to be Removed	A Cost of Tree Removal	B Less Estimated Wood Value	C Net Cost/(Profit) to City
22	1818 Normal Avenue	\$500	\$0	\$500
23	1505 Oleander Avenue	\$500	\$0	\$500
24	1920 Oleander Avenue	\$500	\$0	\$500
25a	1360 Palm Avenue	\$500	\$0	\$500
25b	1360 Palm Avenue	\$500	\$0	\$500
26	1461 Palm Avenue	\$500	\$0	\$500
27	1833 Palm Avenue	\$500	\$0	\$500
28a	1216 Spruce Avenue	\$500	\$0	\$500
28b	1216 Spruce Avenue	\$500	\$0	\$500
28c	1216 Spruce Avenue	\$500	\$0	\$500
28d	1216 Spruce Avenue	\$500	\$0	\$500
28e	1216 Spruce Avenue	\$500	\$0	\$500
29	1503 Spruce Avenue	\$500	\$0	\$500
30	220 West 1 st Avenue	\$500	\$0	\$500
31a	228 West 1 st Avenue	\$500	\$0	\$500
31b	228 West 1 st Avenue	\$500	\$0	\$500
32a	341 West 1 st Avenue	\$500	\$0	\$500
32b	341 West 1 st Avenue	\$500	\$0	\$500
33	612 West 2 nd Avenue	\$500	\$0	\$500
34	730 West 2 nd Avenue	\$500	\$0	\$500
35	126 West 4 th Avenue	\$500	\$0	\$500
36	245 West 7 th Avenue	\$500	\$0	\$500
37	248 West 7 th Avenue	\$500	\$0	\$500
38	651 West 7 th Street	\$500	\$0	\$500
39	1219 West 9 th Street	\$500	\$0	\$500
Net Total Cost/(Profit) to City (A – B = C):		\$26,000	\$0	\$26,000

Sidewalk Repair/Replacement:

\$10.00 per square foot

(Includes ALL costs for removal, repair, and/or replacement)