

AMENDMENT NO. 3

WEST COAST ARBORISTS, INC.  
2021-2023 TREE MAINTENANCE CONTRACT

THIS AMENDMENT NO. 3 TO 2021-2023 TREE MAINTENANCE CONTRACT ("Amendment No. 3"), is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WEST COAST ARBORISTS, INC., a California Corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY, entered into the 2021-2023 Tree Maintenance Contract on August 4, 2021, Amendment No. 1 on June 14, 2023, and Amendment No. 2 on May 15, 2024 (collectively, the "Agreement"), as set forth in Exhibit 1, attached hereto and made a part hereof; and
2. WHEREAS, CITY requests to extend the term of the Agreement through June 30, 2026; and
3. WHEREAS, CONTRACTOR AND CITY agree to said amendment.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 3 on the date and year first above written.

CITY OF LODI, a municipal corporation,  
Hereinabove called "CITY"

WEST COAST ARBORISTS, INC., a California  
Corporation  
Hereinabove called "CONTRACTOR"

\_\_\_\_\_  
CHRISTINA JAROMAY  
Acting City Manager

\_\_\_\_\_  
Name: PATRICK MAHONEY  
Title: President

Attest:

\_\_\_\_\_  
OLIVIA NASHED  
City Clerk

Approved as to Form:

\_\_\_\_\_  
KATIE O. LUCCHESI  
City Attorney



AMENDMENT NO. 2

WEST COAST ARBORISTS, INC.  
2021-2023 TREE MAINTENANCE CONTRACT

THIS AMENDMENT NO. 2 TO 2021-2023 TREE MAINTENANCE CONTRACT ("Amendment No. 2"), is made and entered this 15<sup>th</sup> day of May, 2024, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WEST COAST ARBORISTS, INC., a California Corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY, entered into the 2021-2023 Tree Maintenance Contract on August 4, 2021, and Amendment No. 1 to 2021-2023 Tree Maintenance Contract on June 14, 2023 (collectively, the "Agreement"), as set forth in Exhibit 1, attached hereto and made a part hereof; and
2. WHEREAS, CONTRACTOR requested to amend said Agreement to increase the unit prices, as set forth in Exhibit 2, attached hereto and made part of; and
3. WHEREAS, CITY requests to extend the term of the Agreement through June 30, 2025; and
4. WHEREAS, CONTRACTOR AND CITY agree to said amendments.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on the date and year first above written.

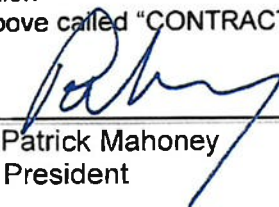
CITY OF LODI, a municipal corporation,

Hereinabove called "CITY"

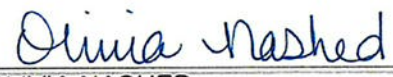
  
\_\_\_\_\_  
ANDREW C. KEYS  
Interim City Manager

WEST COAST ARBORISTS, INC., a California Corporation

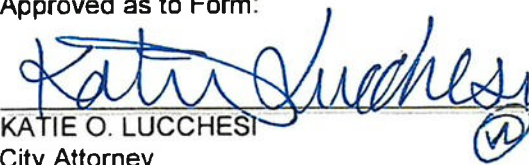
Hereinabove called "CONTRACTOR"

  
\_\_\_\_\_  
Name: Patrick Mahoney  
Title: President

Attest:

  
\_\_\_\_\_  
OLIVIA NASHED  
City Clerk

Approved as to Form:

  
\_\_\_\_\_  
KATIE O. LUCCHESI  
City Attorney

AMENDMENT NO. 1

WEST COAST ARBORISTS, INC..  
2021-2023 TREE MAINTENANCE

THIS AMENDMENT NO. 1 TO CONTRACT, is made and entered this 14<sup>th</sup> day of June, 2023, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WEST COAST ARBORISTS, INC.. a California Corporation (hereinafter "CONTRACTOR").

WITNESSETH:


1. WHEREAS, CONTRACTOR and CITY, entered into a Contract on August 4, 2021, (the "Agreement"), as set forth in Exhibit 1, attached hereto and made a part hereof; and; and
2. WHEREAS, CONTRACTOR requested to amend said Agreement to increase the unit prices by 6.3 percent (1-year Consumer Price Index adjustment), with the new prices set forth in Exhibit 2, attached hereto and made part of; and; and
3. WHEREAS, CITY requests to extend the term of the Agreement through June 30, 2024; and
4. WHEREAS, CONTRACTOR AND CITY agree to said amendments.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth in above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation,


Hereinabove called "CITY"

  
STEPHEN SCHWABAUER  
City Manager

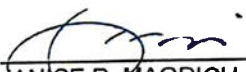

WEST COAST ARBORISTS, INC. a  
California Corporation  
Hereinabove called "CONTRACTOR"

  
Name: Patrick Mahoney  
Title: President

Attest:

  
OLIVIA NASHED, City Clerk

Approved as to Form:

  
JANICE D. MAGDICH  
City Attorney 

**2021-2023 TREE MAINTENANCE****CONTRACT**

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., a California Corporation, 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:**

<b>Item</b>	<b>Description</b>	<b>Est Qty (2-Year)</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Clearance Pruning	100	EA	\$ 94.00	\$ 9,400.00
2	Service Req. Pruning 0"-6"	600	EA	\$ 54.00	\$ 32,400.00
3	Service Req. Pruning 7"-12"	800	EA	\$ 94.00	\$ 75,200.00
4	Service Req. Pruning 13"-18"	800	EA	\$ 94.00	\$ 75,200.00
5	Service Req. Pruning 19"-24"	250	EA	\$ 224.00	\$ 56,000.00
6	Service Req. Pruning 25"-30"	250	EA	\$ 294.00	\$ 73,500.00
7	Service Req. Pruning > 30"	200	EA	\$ 394.00	\$ 78,800.00
8	Tree & Stump Removal < 6"	20	EA	\$ 341.00	\$ 2,680.00
9	Tree & Stump Removal 6"-12"	20	EA	\$ 244.00	\$ 4,800.00
10	Tree & Stump Removal 13"-18"	20	EA	\$ 754.00	\$ 15,080.00
11	Tree & Stump Removal 19"-24"	20	EA	\$ 1,100.00	\$ 22,000.00
12	Tree & Stump Removal 25"-30"	20	EA	\$ 1,600.00	\$ 32,000.00

Item	Description	Est. Qty (2-Year)	Unit	Unit Price	Total
13	Tree & Stump Removal > 30"	20	EA	\$ 1,600.00	\$ 32,000.00
14	Stump Removal < 6"	10	EA	\$ 94.00	\$ 940.00
15	Stump Removal 6"-12"	10	EA	\$ 174.00	\$ 1,740.00
16	Stump Removal 13"-18"	10	EA	\$ 294.00	\$ 2,940.00
17	Stump Removal 19"-24"	10	EA	\$ 394.00	\$ 3,940.00
18	Stump Removal 25"-30"	10	EA	\$ 474.00	\$ 4,740.00
19	Stump Removal > 30"	10	EA	\$ 574.00	\$ 5,740.00
20	Date Palm Tree Trimming	20	EA	\$ 394.00	\$ 7,880.00
21	Fan Palm Tree Trimming	20	EA	\$ 134.00	\$ 2,680.00
22	Crew Rental - 3 Man	350	HR	\$ 282.00	\$ 98,700.00
23	Emergency Crew Rental	100	HR	\$ 120.00	\$ 12,000.00
24	Tree Pest Control up to 30"	50	EA	\$ 104.00	\$ 5,200.00
25	Tree Pest Control > 30"	20	EA	\$ 104.00	\$ 2,080.00
26	Consulting Arborist Services	40	HR	\$ 144.00	\$ 5,760.00
27	Tree Planting Allowance (only with City authorization)	1	LS	\$ 10,000.00	\$ 10,000.00

**TOTAL: \$ 673,480.00**

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, 2021 and ending June 30, 2023. The contract may be extended if agreed upon by the Contractor and the City.

**ARTICLE IX** - State of California Senate Bill 854 requires the following:

- No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**ARTICLE X** - Counterparts and Electronic Signatures

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

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, a municipal corporation

WEST COAST ARBORISTS, INC.

By: 

PATRICK MAHONEY, PRESIDENT


Title

By: 

STEPHEN SCHWABAUER  
City Manager

Date: August 4, 2021

Attest:

  
JENNIFER ZUSMIR  
City Clerk

(CORPORATE SEAL)

Approved As To Form:

  
JANICE D. MAGDICH  
City Attorney 



Exhibit 2

2021-2023 Tree Maintenance  
FY23/24 Contract Extension Rate Sheet  
Contractor: West Coast Arborists, Inc.

Bid Item No.	Description	Unit	Current Unit Price	FY 23/24 Unit Price	FY 23/24 Total Contract
1	Clearance Pruning	EA	\$ 94.00	\$ 99.92	\$ 4,996.10
2	Svc Rqst Pruning 0-6 DSH	EA	\$ 54.00	\$ 57.40	\$ 17,220.60
3	Svc Rqst Pruning 7-12 DSH	EA	\$ 94.00	\$ 99.92	\$ 39,968.80
4	Svc Rqst Pruning 13-18 DSH	EA	\$ 94.00	\$ 99.92	\$ 39,968.80
5	Svc Rqst Pruning 19-24 DSH	EA	\$ 224.00	\$ 238.11	\$ 29,764.00
6	Svc Rqst Pruning 25-30 DSH	EA	\$ 294.00	\$ 312.52	\$ 39,055.25
7	Svc Rqst Pruning > 30 DSH	EA	\$ 394.00	\$ 418.82	\$ 41,882.20
8	Tree & Stump Removal <6 DSH	EA	\$ 134.00	\$ 142.44	\$ 1,424.42
9	Tree & Stump Removal 6-12 DSH	EA	\$ 244.00	\$ 259.37	\$ 2,593.72
10	Tree & Stump Removal 13-18 DSH	EA	\$ 754.00	\$ 801.50	\$ 8,015.02
11	Tree & Stump Removal 19-24 DSH	EA	\$ 1,100.00	\$ 1,169.30	\$ 11,693.00
12	Tree & Stump Removal 25-30 DSH	EA	\$ 1,600.00	\$ 1,700.80	\$ 17,008.00
13	Tree & Stump Removal > 30 DSH	EA	\$ 1,600.00	\$ 1,700.80	\$ 17,008.00
14	Stump Removal <6 DSH	EA	\$ 94.00	\$ 99.92	\$ 499.61
15	Stump Removal 6-12 DSH	EA	\$ 174.00	\$ 184.96	\$ 924.81
16	Stump Removal 13-18 DSH	EA	\$ 294.00	\$ 312.52	\$ 1,562.61
17	Stump Removal 19-24 DSH	EA	\$ 394.00	\$ 418.82	\$ 2,094.11
18	Stump Removal 25-30 DSH	EA	\$ 474.00	\$ 503.86	\$ 2,519.31
19	Stump Removal > 30 DSH	EA	\$ 574.00	\$ 610.16	
20	Date Palm Tree Trimming	EA	\$ 394.00	\$ 418.82	\$ 4,188.22
21	Fan Palm Tree Trimming	EA	\$ 134.00	\$ 142.44	\$ 1,424.42
22	Crew Rental - 3 man	HR	\$ 94.00	\$ 99.92	\$ 52,459.05
23	Emergency Crew Rental	HR	\$ 120.00	\$ 127.56	\$ 6,378.00
24	Tree Pest Control up to 30 DBH	EA	\$ 104.00	\$ 110.55	\$ 2,763.80
25	Tree Pest Control > 30 DBH	EA	\$ 104.00	\$ 110.55	\$ 1,105.52
26	Consulting Arborist Services	HR	\$ 144.00	\$ 153.07	\$ 3,061.44
27	Tree Planting Allowance (only with City authorization)	LS	\$ 10,000	\$ 10,000.00	\$ 10,000.00

Exhibit 2  
to Amendment No. 2

2021-2023 Tree Maintenance  
FY24/25 Contract Extension Rate Sheet  
Contractor: West Coast Arborists, Inc.

Bid Item No.	Description	Unit	Current Unit Price	FY 24/25 Unit Price	FY 24/25 Total Contract
1	Clearance Pruning	EA	\$ 99.92	\$ 103.25	\$ 5,162.50
2	Svc Rqst Pruning 0-6 DSH	EA	\$ 57.40	\$ 59.31	\$ 17,794.20
3	Svc Rqst Pruning 7-12 DSH	EA	\$ 99.92	\$ 103.25	\$ 41,300.00
4	Svc Rqst Pruning 13-18 DSH	EA	\$ 99.92	\$ 103.25	\$ 41,300.00
5	Svc Rqst Pruning 19-24 DSH	EA	\$ 238.11	\$ 246.04	\$ 30,755.25
6	Svc Rqst Pruning 25-30 DSH	EA	\$ 312.52	\$ 322.93	\$ 40,366.13
7	Svc Rqst Pruning > 30 DSH	EA	\$ 418.82	\$ 432.77	\$ 43,276.90
8	Tree & Stump Removal <6 DSH	EA	\$ 142.44	\$ 147.19	\$ 1,471.86
9	Tree & Stump Removal 6-12 DSH	EA	\$ 259.37	\$ 268.01	\$ 2,680.10
10	Tree & Stump Removal 13-18 DSH	EA	\$ 801.50	\$ 828.19	\$ 8,281.93
11	Tree & Stump Removal 19-24 DSH	EA	\$ 1,169.30	\$ 1,208.24	\$ 12,082.38
12	Tree & Stump Removal 25-30 DSH	EA	\$ 1,700.80	\$ 1,757.44	\$ 17,574.37
13	Tree & Stump Removal > 30 DSH	EA	\$ 1,700.80	\$ 1,757.44	\$ 17,574.37
14	Stump Removal <6 DSH	EA	\$ 99.92	\$ 103.25	\$ 516.25
15	Stump Removal 6-12 DSH	EA	\$ 184.96	\$ 191.12	\$ 955.61
16	Stump Removal 13-18 DSH	EA	\$ 312.52	\$ 322.93	\$ 1,614.65
17	Stump Removal 19-24 DSH	EA	\$ 418.82	\$ 432.77	\$ 2,163.85
18	Stump Removal 25-30 DSH	EA	\$ 503.86	\$ 520.64	\$ 2,603.21
19	Stump Removal > 30 DSH	EA	\$ 610.16	\$ 630.48	\$ 3,152.41
20	Date Palm Tree Trimming	EA	\$ 418.82	\$ 432.77	\$ 4,327.69
21	Fan Palm Tree Trimming	EA	\$ 142.44	\$ 147.19	\$ 1,471.86
22	Crew Rental - 3 man	HR	\$ 99.92	\$ 103.25	\$ 54,206.25
23	Emergency Crew Rental	HR	\$ 127.56	\$ 131.81	\$ 6,590.40
24	Tree Pest Control up to 30 DBH	EA	\$ 110.55	\$ 114.23	\$ 2,855.85
25	Tree Pest Control > 30 DBH	EA	\$ 110.55	\$ 114.23	\$ 1,142.34
26	Consulting Arborist Services	HR	\$ 153.07	\$ 158.17	\$ 3,163.40
27	Tree Planting Allowance (only with City authorization)	LS	\$ 10,000	\$ 10,000.00	\$ 10,000.00