

MEMO 24-16

TO: Frank Schulte, City Administrator
FROM: James Kowalski, Director of Public Services *J.K.*
DATE: April 30, 2024
SUBJECT: Recommendation – Tree Removal Contract for 2024/2025

An "Invitation to Bid" for the removal of large city trees was posted on the Michigan Intergovernmental Trade Network (MITN) website on February 24, 2022. The information was also advertised in the Grosse Pointe News. The following bids were received at the bid opening on March 22, 2022.

COMPANY	12"to19"	20" to 27"	28" to 35"	36" to 43"	Over 44"	Charge For Emergency Call-Out	Total tree removal Pricing
Arbor Pro Tree Service, Inc.	\$300.00	\$612.00	\$834.00	\$1,638.00	\$3,224.00	\$95.00 per man hour	\$6,703.00
MDL Tree Service	\$550.00	\$950.00	\$1,400.00	\$2,000.00	\$2,700.00	\$150.00 per man hour	\$7,750.00
LimbWalkers	\$400.00	\$850.00	\$3,000.00	\$3,450.00	\$4,000.00	\$500.00 per hour	\$12,200.00
TC Tree Service	\$750.00	\$1,500.00	\$2,000.00	\$3,200.00	\$3,800.00	\$2,500.00 / 4 hour minimum	\$13,750.00

Arbor Pro Tree Service, Inc. submitted the low bid in the amount of \$6,703.00 and was awarded the contract. Arbor Pro Tree Service, Inc. has offered to extend the 2022/2023 contract pricing shown above with a 5% increase for fuel and equipment for fiscal year 2024/2025. The increase would bring the new bid amount to \$7,038.15, which is still lower than the bids received in 2022. Their work is satisfactory. I do not believe any benefit will accrue to the City to seek further competitive bids.

I recommend the city enter into a contract for city street tree removals from July 1, 2024 through June 30, 2025, with Arbor Pro Tree Service, Inc., 425 Barclay, Grosse Pointe Farms, MI 48236. This is a budgeted item included in the 2024/2025 budget in the amount of \$50,000.00 in account 101-523-818.000. Attached is a copy of the proposed contract approved by the city attorney and used in prior years that will be effective from July 1, 2024 through June 30, 2025, as well as a current certificate of insurance.

Please contact me if you have any questions concerning this matter.

Recommend approval of the above stated and do not believe any benefit will accrue to the City by seeking further competitive bids. Approved for Council consideration.

Frank Schulte

Frank Schulte, City Administrator

5-7-24

Date

Fund Certification:

Account numbers and amounts have been verified as presented.

Steven Schmidt

Steven Schmidt, Deputy Treasurer/Comptroller

5-7-24

Date

RECEIVED

MAY 07 2024

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

TREE REMOVAL CONTRACT

THIS AGREEMENT is entered into this ____ day of _____, 2024, by and between the City of Grosse Pointe Woods, a Municipal Corporation, Wayne County, Michigan, (“City”), and Arbor Pro Tree Service, Inc., 425 Barclay, Grosse Pointe Farms, MI 48236 (“Contractor”).

WHEREAS, the Contractor Arbor Pro Tree Service, Inc. has offered to extend the contract with a 5% increase for fuel and equipment for the period July 1, 2024 through June 30, 2025 with the prices below for the removal of trees on City property within the City of Grosse Pointe Woods, in accordance with the instructions, specifications, and contract documents accepted by City Council on April 4, 2022, and

THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Award of Contract: Arbor Pro Tree Service, Inc. is hereby awarded a non-exclusive contract to perform removal of city street trees.
2. Term of Contract: This contract will cover the fiscal year beginning July 1, 2024 and continue through June 30, 2025.
3. Rates: Arbor Pro Tree Service, Inc. will remove city street trees as instructed by the City at the agreed sums of \$315.00 for 12” to 19” diameter trees, \$642.60 for 20” to 27” diameter trees, \$875.70 for 28” to 35” diameter trees, \$1,719.90 for 36” to 43” diameter trees, and \$3,385.20 for over 44” diameter trees.
4. Termination: Notwithstanding the term of this contract, this agreement may be terminated by either party with 30 days written notice to the other party for any reason.
5. Insurance: Arbor Pro Tree Service, Inc. will keep in full force and affect insurance coverage in accordance with the bid specifications dated February 24, 2022 and shall add the City as an additional insured on its commercial general liability insurance. Arbor Tree shall furnish proof of such insurance to the City of Grosse Pointe Woods.
6. Compliance with City Ordinances: Arbor Pro Tree Service, Inc. shall be required to comply with all city ordinances and pertinent state laws during the terms of this Agreement including, but not limited to, hours of operation.
7. City Indemnification: Arbor Pro Tree Service, Inc. agrees to indemnify and hold harmless the City from any actions, suits, debts, judgments, damages and/or claims arising out of Arbor Pro Tree Service, Inc.’s performance of this Agreement.

8. Incorporation of Bid Documents: The original bid documents dated February 24, 2022, including the notice to bidders, specifications, insurance coverage, and the bid sheet are incorporated into this Agreement by reference. In the event of any inconsistencies between the bid documents and this Agreement, the Agreement controls.

Witnessed by:

CITY OF GROSSE POINTE WOODS, MI
A Municipal Corporation

BY: _____
Frank Schulte, City Administrator

ARBOR PRO TREE SERVICE, INC.
Contractor

BY: _____
James G. Bonahoom, Owner/President



TREE SERVICE, INC.

...for Safe, Healthy and Beautiful Trees

P.O. Box 36651
Grosse Pointe Farms
Michigan 48236

(313) 882-4488

03-28-2024

To: The City of Grosse Pointe Woods

From: Arbor Pro Tree Service, Inc.

James G. Bonahoom, Pres.

A handwritten signature in black ink, appearing to read "James G. Bonahoom", is written over the printed name.

We will extend our current pricing with a 5% increase for fuel and equipment.

Thank-You,

Jim



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lakepointe Insurance Agency 25124 Jefferson Ave. St. Clair Shores MI 48081	CONTACT NAME: Jeannine Feeney PHONE (A/C, No, Ext): (586) 776-6990 E-MAIL ADDRESS: jeannine@lakepointeinsurance.com	FAX (A/C, No): (586) 776-7799
	INSURER(S) AFFORDING COVERAGE	
INSURED Arbor Pro Tree Service Inc ✓ 425 Barclay Grosse Pointe Farms MI 48236	INSURER A: Hartford insurance Company <i>AT</i>	NAIC #
	INSURER B: Trumbull Insurance Company <i>AT</i>	✓ 27120
	INSURER C: Travelers <i>AT</i>	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CL2443004643 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	Y		35UUNSR2G2C	04/25/2024	04/25/2025	EACH OCCURRENCE \$ 1,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> RENT-OWNED AUTOS ONLY			35UENOM4060	04/25/2024	04/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 ✓ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6KUB6R18901721	03/21/2024	03/21/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 ✓ E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 ✓ E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Where required by written contract, the City of Grosse Pointe Woods, all employees, elected and appointed officials, boards, commissions and volunteers are included as Additional Insured with respect to the General Liability coverage and operations performed by the named insured.

CERTIFICATE HOLDER CANCELLATION

City of Grosse Pointe Woods Department of Public Works 20025 Mack Plaza Drive Grosse Pointe Woods MI 48236	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Frank Schulte

From: Debra A. Walling
Sent: Sunday, May 5, 2024 10:05 PM
To: Jeanne Duffy
Cc: Jim Kowalski
Subject: Re: Contracts for City Services

CAUTION: This email originated from outside of the organization. DO NOT click links, open attachments or reply to this message unless you recognize the sender and know the content is safe:

Hello Jeanne and Jim:

Both of the contracts, memos, and insurance certificates look good to me.

Thanks,
Deb



Debra Walling
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331
P 248.489.4100 | F 248.489.1726
Email: dwalling@rsjalaw.com
Website: rsjalaw.com

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From: Jeanne Duffy <jduffy@gpwmi.us>
Sent: Tuesday, April 30, 2024 11:03 AM
To: Debra Walling <dwalling@rsjalaw.com>
Cc: Jim Kowalski <JKowalski@gpwmi.us>
Subject: Contracts for City Services

Good morning Debra,

I have attached updated contracts for city services for the coming fiscal year along with the memos for Council for your review. I have also attached the bid documents.

Please let us know if they are okay to submit with our recommendations or if you have any questions.

Thank you,

Jeanne Duffy
City of Grosse Pointe Woods
Department of Public Works
pubwks@gpwmi.us

(313) 343-2460 ext. 303

Property of the City of Grosse Pointe Woods. If you have received this transmission in error, please delete immediately.