

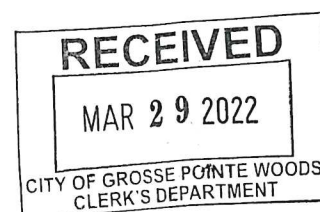
MEMO 22-13

TO: Frank Schulte, City Administrator

FROM: James Kowalski, Director of Public Services *g.k*

DATE: March 24, 2022

SUBJECT: Recommendation – Tree Removal Contract for 2022/2023



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" to 19"	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.

Therefore, I am requesting Council approval of the new contract for city street tree removals from July 1, 2022 through June 30, 2023, to Arbor Pro Tree Service, Inc., 425 Barclay, Grosse Pointe Farms, MI 48236.

Attached is a copy of an updated contract, approved by the city attorney, as well as a current certificate of insurance. This is a budgeted item included in the 2022/2023 budget in the amount of \$40,000.00 in account 101-465-818.000.

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.

[Signature]
Frank Schulte, City Administrator

3-29-22
Date

Fund Certification: Account numbers and amounts have been verified as presented.

Shawn Murphy
Shawn Murphy, Treasurer/Comptroller

3-29-2022
Date

TREE REMOVAL CONTRACT

THIS AGREEMENT is entered into this ____ day of _____, 2022, 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 City advertised for bids for the removal of trees on City property within the City of Grosse Pointe Woods, and prepared certain instructions, specifications and contract documents to bidders, and

WHEREAS, the Contractor made a bid in accordance with the advertisement and contract documents, and the bid has been accepted by the City on _____, 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, 2022 and continue through June 30, 2023.
3. Rates: Arbor Pro Tree Service, Inc. will remove city street trees as instructed by the City at the agreed sums of \$300.00 for 12" to 19" diameter trees, \$612.00 for 20" to 27" diameter trees, \$834.00 for 28" to 35" diameter trees, \$1,638.00 for 36" to 43" diameter trees, and \$3,224.00 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

10:00 A.M.

11	0/4 hr min (Green)
	0/1 hr min (Green)
	(4 hr min)

SIGN-IN SHEET

[illegible]

Jim Kowalski - DPN
Gretchen Miotto - Clerk's Office

CITY OF GROSSE POINTE WOODS

BID SHEET

CITY TREE REMOVAL

THE UNDERSIGNED DECLARES THAT A CAREFUL EXAMINATION HAS BEEN MADE OF THE SPECIFICATIONS INCLUDED IN THIS BID PACKAGE AND UNDERSTANDS ALL OF THE REQUIREMENTS OF SAME. IT IS FURTHER UNDERSTOOD THAT THE UNDERSIGNED WILL CONTRACT TO DELIVER WITHIN THE SPECIFIED TIME AND DATE, AFTER THE ISSUANCE OF THE CITY'S PURCHASE ORDER, ANY SERVICES AS CONTAINED IN THIS BID AND IN ACCORDANCE WITH SPECIFICATIONS; TO-WIT:

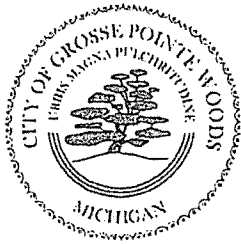
PER TREE COST FOR REMOVAL OF CITY TREES ON CITY OF GROSSE POINTE WOODS PROPERTY

12" to 19" diameter	\$ 300.00
20" to 27" diameter	\$ 612.00
28" to 35" diameter	\$ 834.00
36" to 43" diameter	\$ 1,638.00
Over 44" diameter	\$ 3,224.00
Charge Per Emergency Call-Out	\$ 95.00/hour/man (Includes disposal)

COMPANY NAME Arbor Pro Tree Service, Inc.

CONTACT PERSON Jim Bonahoom

TELEPHONE 313-363-2597 FAX NA
email - jamesbonahoom@gmail.com



CITY OF GROSSE POINTE WOODS

20025 Mack Plaza Drive
Grosse Pointe Woods, MI 48236

February 24, 2022

NOTICE TO BIDDERS

Bid sheets should be submitted in a sealed, opaque envelope bearing the following notation:

CITY CLERK
CITY OF GROSSE POINTE WOODS
20025 MACK PLAZA
GROSSE POINTE WOODS, MI 48236-2397

CLEARLY MARKED

CITY TREE REMOVAL

BIDS WILL BE OPENED

TUESDAY, MARCH 22, 2022
AT 10:00 AM

The bidder by execution of the proposal thereby declares that the bid is made without collusion with any other person, firm or corporation making any other bid, or who otherwise would make a bid, and agrees to furnish all bid items in strict accordance with all Federal Regulatory Measures.

All bids must be submitted on the city's bid sheet.

Submission of a bid will be construed as a conclusive presumption that the bidder is thoroughly familiar with the bid sheet and specifications, and that he understands and agrees to abide by each and all of the stipulations and requirements contained therein.

Additional copies of the specifications and bid sheets may be obtained from the City Clerk.

The City of Grosse Pointe Woods reserves the right to accept or reject any and all bids, to waive any informality in the bidding process or minor deviations from the specifications in a proposal and to accept any bid that deems itself in the best interest of the city.

SPECIFICATIONS

1. Contractor must have city tree license.
2. Contractor must provide insurance coverage as follows:
 - Body Injury Liability \$1,000,000.00
 - Property Damage Liability \$1,000,000.00
 - Workmen's Compensation Statute
3. Any and all damages caused by removal of city tree will be the responsibility of the contractor who is awarded the bid.
4. Contractor must have necessary equipment and materials to satisfactorily remove trees in the shortest possible time. Equipment required must included the following:
 - Tree Boom, minimum 50'
 - Chippers
 - Chipper Trucks
 - Stump Machine
 - Semi-trailer (to remove logs)
 - Loader
 - Different size chain saws
 - Clean up equipment (brooms, shovels, blowers, etc.)
 - Crane preferable, but not necessary
5. All wood must be disposed of outside city limits.
6. Each group of trees must be removed **WITHIN FIFTEEN (15) CALENDAR DAYS** after receiving notice from the city's Department of Public Works. This will be strictly enforced by the City of Grosse Pointe Woods.
7. All trees removed from city property must be cut to ground level (no more than 3" high).
8. Contractor must clean up all debris caused from removal of trees.
9. Should the contractor fail to perform the work to the satisfaction of the city or fail to comply with any of the provisions of this agreement, the city may terminate this agreement upon twenty-four (24) hour written notice to the contractor.
10. **Size of trees to be bid on is determined by measuring them 4' from the ground level.**
11. **Contractor receiving bid will be under contract with the City of Grosse Pointe Woods from July 1, 2022 through June 30, 2023.**

12. Contractor receiving bid and who is under contract with the City of Grosse Pointe Woods must be able to respond to emergencies (wind damage, tornados, storms, etc.) within a period of 2-4 hours depending on severity of storm damage to be determined by the Director of Public Services.
13. Any questions regarding the specifications and/or bid may be directed to Joseph Ahee at the Department of Public Works (313) 343-2460.

BIDDER'S REFERENCE PAGE

(Submit with Bid)

The Contractor shall submit verifiable references for municipal work and be familiar with all aspects of safe tree removal operations. Each reference shall be for work actually performed by the Bidder (sub-contractor references are not applicable).

ALL REFERENCES WILL BE TREATED AS THE CONTRACTOR'S CONFIDENTIAL BUSINESS INFORMATION. Previous work for the Owner may be used as a reference. Complete each item for all 3 references.

Owner/Agency:	Grosse Pointe Woods
Address:	
Address:	
City, State, Zip	
Contact:	
Phone:	

Owner/Agency:	Grosse Pointe Shores
Address:	
Address:	
City, State, Zip	
Contact:	
Phone:	

Owner/Agency:	Grosse Pointe Park
Address:	
Address:	
City, State, Zip	
Contact:	
Phone:	

Grosse Pointe City

Only contractors experienced in this type of work will be considered. Failure to provide sufficient verifiable references will result in rejection of this bid.

CITY OF GROSSE POINTE WOODS

IT IS UNDERSTOOD THAT THE CITY OF GROSSE POINTE WOODS IS A GOVERNMENTAL UNIT AND AS SUCH IS EXEMPT FROM THE PAYMENT OF ALL STATE AND FEDERAL TAXES APPLYING ON THE ABOVE MENTIONED WORK, THEREFORE, THE ABOVE PRICES DO NOT INCLUDE THIS AMOUNT.

The bidder by execution of the proposal thereby declares that the bid is made without collusion with any other person, firm or corporation making any other bid, or who otherwise would make a bid, and agrees to furnish all bid items in strict accordance with all Federal Regulatory Measures.

All bids must be submitted on the city's bid sheet.

Submission of a bid will be construed as a conclusive presumption that the bidder is thoroughly familiar with the bid sheet and specifications, and that he understands and agrees to abide by each and all of the stipulations and requirements contained therein.

BIDDERS ARE REQUESTED TO SUBMIT ALL AVAILABLE DATA AND DESCRIPTIVE LITERATURE COVERING THE PROPOSED SERVICES TO BE FURNISHED.

THE UNDERSIGNED, by execution of this bid, certified that he is the Owner and President of the firm named as bidder in the bid; and that he signs the bid on behalf of the firm; and that he is authorized to execute the same in behalf of said firm.

NAME AND ADDRESS OF BIDDER:

COMPANY NAME Arbor Pro Tree Service, Inc.

ADDRESS 425 Barclay Rd.

CITY Grosse Pointe Farms STATE MI ZIP 48236

SUBMITTED BY James Bonahoom Pres.
(NAME) (TITLE)

SIGNATURE 

TELEPHONE 313-363-2597

FAX NA

DATE 3/20/82

Email - jamesbonahoom@gmail.com

THIS PAGE MUST BE RETURNED WITH BID SHEET

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/25/2022

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		CONTACT NAME: Jeannine Feeny	
Lakepointe Insurance Agency		PHONE (A/C, No, Ext): (586) 776-6990	FAX (A/C, No): (586) 776-7799
25124 Jefferson Ave.		E-MAIL: jeannine@lakepointeinsurance.com	
St. Clair Shores MI 48081		ADDRESS:	
INSURED		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Michigan Millers A	NAIC # 14508
		INSURER B: Travelers Indemnity Co. A + T	25658
		INSURER C:	
		INSURER D: OK	
		INSURER E: J.A. 3/25/22	
		INSURER F:	
Arbor Pro Tree Service Inc 425 Barclay			
Grosse Pointe Farms MI 48236			

COVERAGES

CERTIFICATE NUMBER: CL2232503853

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		C0516550	04/25/2021	04/25/2022	EACH OCCURRENCE \$ 1,000,000 ✓
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/PROP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/>						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		6KUB6R18901721	03/21/2022	03/21/2023 ✓	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000 ✓
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 is included as Additional Insured with respect to the General Liability coverage and operations performed by the named insured.

CERTIFICATE HOLDER

CANCELLATION

<p>City of Grosse Pointe Woods Department of Public Works 20025 Mack Plaza Drive Grosse Pointe Woods MI 48236</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>[Signature]</i></p>
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