

MEMO 23-07

TO: Frank Schulte, City Administrator  
 FROM: James Kowalski, Director of Public Services *J.K.*  
 DATE: May 2, 2023  
 SUBJECT: Recommendation – Tree Removal Contract for 2023/2024

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 for fiscal year 2023/2024. 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, 2023 through June 30, 2024, with Arbor Pro Tree Service, Inc., 425 Barclay, Grosse Pointe Farms, MI 48236. This is a budgeted item included in the 2023/2024 budget in the amount of \$40,000.00 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, 2023 through June 30, 2024, 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

*5-11-23*  
 \_\_\_\_\_  
 Date

Fund Certification:

Account numbers and amounts have been verified as presented.

*Shawn Murphy*  
 \_\_\_\_\_  
 Shawn Murphy, Treasurer/Comptroller

*5-11-23*  
 \_\_\_\_\_  
 Date

## TREE REMOVAL CONTRACT

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, 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 for the period July 1, 2023 through June 30, 2024 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, 2023 and continue through June 30, 2024.
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



...for Safe, Healthy  
and Beautiful Trees

May 25<sup>th</sup>, 2023

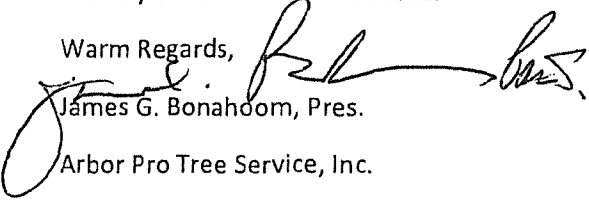
Frank Schulte

City of Grosse Pointe Woods

Dear Frank

This correspondence is to advise yourself, (and any others interested), of our (my) intentions to continue our contract (and hold to current pricing) for as long as a period of time as is agreeable and amicable to the City of Grosse Pointe Woods.

Warm Regards,

James G. Bonahoom, Pres.

Arbor Pro Tree Service, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/04/2023

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).

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

VOK!  
P.A.  
S/S/23

**COVERAGES**      **CERTIFICATE NUMBER:** CL235404262      **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 SUBR INSD 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	04/25/2023	04/25/2024	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 \$
A	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"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		35UENOM4060	04/25/2023	04/25/2024	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 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	6KUB6R18901721	03/21/2023	03/21/2024	<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.

<b>CERTIFICATE HOLDER</b> City of Grosse Pointe Woods Department of Public Works 2025 Mack Plaza Drive Grosse Pointe Woods MI 48236	<b>CANCELLATION</b> 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 
--	--