MEMO 23-07

TO:

Frank Schulte, City Administrator

FROM:

James Kowalski, Director of Public Services (

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, City Administrator

Date

Fund Certification:

Account numbers and amounts have been verified as presented.

Shawn Murphy Treasurer/Comptroller

Date

TREE REMOVAL CONTRACT

	THIS AGREEMEN	IT is entered into this	day of	, 2023, by and betwe	en
the (City of Grosse Pointe W	Voods, a Municipal Corpo	ration, Wayn	e 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. <u>Award of Contract</u>: Arbor Pro Tree Service, Inc. is hereby awarded a non-exclusive contract to perform removal of city street trees.
- 2. <u>Term of Contract</u>: 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. <u>Termination</u>: 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. <u>Insurance</u>: 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. <u>Compliance with City Ordinances</u>: 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. <u>City Indemnification</u>: 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.

incorporated into this Agreement	cifications, insurance coverage, and the bid sheet are by reference. In the event of any inconsistencies Agreement, the Agreement controls.
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nessed by:	CITY OF GROSSE POINTE WOODS, MI A Municipal Corporation

8. Incorporation of Bid Documents: The original bid documents dated February 24, 2022,

Witnessed by:	A Municipal Corporation
ACTION AND ADMINISTRATION OF THE PARTY OF TH	BY: Frank Schulte, City Administrator
	ARBOR PRO TREE SERVICE, INC. Contractor
	BY: BY:



...for Safe, Healthy and Beautiful Trees

May 25th, 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,

Jámes 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).

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