



City Hall, 215 Sycamore St.
Muscatine, IA 52761-3840
(563) 262-4141
Fax (563) 262-4142

COMMUNITY DEVELOPMENT

MEMORANDUM

Planning,
Zoning,
Building Safety,
Construction Inspection Services,
Public Health,
Housing Inspections,
Code Enforcement

TO: Mayor and City Council Members
Gregg Mandsager, City Administrator

FROM: Dave Gobin, Community Development Director

DATE: May 30, 2017

SUBJECT: Request to Approve Contract for Tree Removal and Trimming Services

INTRODUCTION:

The Community Development Department would like to present a request to approve a contract with Freers & Sons Tree Service to provide nuisance abatement services for tree removal and trimming.

BACKGROUND:

Community Development staff solicited proposals for tree removal and trimming services for nuisance abatement compliance in public rights-of-way and private properties earlier this month. Freers & Sons Tree Service provided the lone proposal. Staff currently contacts Freers & Sons separately for nuisance abatement work.

RECOMMENDATION/RATIONALE:

It is requested that Council approve a two-year contract with Freers & Sons Tree Service for nuisance abatement tree removal and trimming services.

ATTACHMENTS:

Draft Tree Contract
Exhibits A and B

AGREEMENT

THIS AGREEMENT is entered this 26th day of May 2017, by and between the City of Muscatine, Iowa, hereinafter referred to here as "City" and Freers & Sons Tree Service, hereinafter referred to as the "Contractor" for the removal or trimming of trees within public right of ways and private property.

1. **TERM.** This agreement shall begin on June 1, 2017, and shall run through June 1, 2019; subject however to termination by either party upon thirty (30) days written notice thereof addressed to the other party at the address indicated therein, and this agreement may be extended by mutual agreement.
2. **DESCRIPTION OF WORK.** The Contractor will remove trees and stumps (stump removal, if deemed necessary by the City); trim trees; chip trees and remove chips, debris etc.; remove fallen trees; and dispose all disposable material(s) in an approved manner. Such tree services shall be performed at the request of the City of Muscatine Director of Community Development or the Director's designee. Request for services shall be accomplished within 24 hours of the request unless approved by the Community Development Department. The Contractor will be responsible for maintaining its tree removal business license with the City and providing the necessary equipment, labor and supplies to perform its services pursuant to this agreement.
3. **INSPECTION AND PAYMENT.** The Contractor shall contact the City immediately upon completion of the work at each location for inspection and if such contact has not been made, the City may deny payment to the Contractor for that particular location. The Contractor shall keep a record of and supply to the City with request of payment, a list of each job done, the amount of time required, the location and person completing the work.
4. **COMPENSATION.** The Contractor shall be paid according to Exhibit A; bid form.
5. **INDEMNIFICATION AND INSURANCE.** The Contractor shall indemnify and hold harmless the City, the City's employees, the loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from arising out of, or incurred by reason of any claims, action, or suits based upon or alleging bodily injury, including death, or property damage rising of or resulting from the Contractor's operation by the Contractor or any subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall obtain liability insurance and bond as provided in Appendix B of City Code (Exhibit B), and shall file with the City a Certificate of such insurance and bond which shall remain in full force and effect for thirty (30) days following the term of the Agreement.
6. **NOTICE.** Any notice provided for in the agreement shall be given to the City in care of the Community Development Director, City Hall, 215 Sycamore Street, Muscatine, Iowa 52761, Telephone Number (563) 262-4141, and to the Contractor at Freers & Sons Tree Service, P.O. Box 103, Muscatine, Iowa 52761.

Executed in Duplicate at Muscatine, Iowa the date first hereinabove written.

CITY OF MUSCATINE, IOWA

Robert Bynum, Mayor Pro-Tem

ATTEST:

Gregg Mandsager, City Clerk

Freers & Sons Tree Service

Date

EXHIBIT A

CITY OF MUSCATINE
BID FORM
2017 / 2018 TREE REMOVAL & TRIMMING SERVICES

EQUIPMENT	PRICE PER HOUR (with operator)
2 Serial Lifts	\$1500 hr. 1 person
Chipper	\$1500 hr. 1 person
2 Stump Cutters	\$1500 hr. 1 person
4 dump trucks	\$1250 hr. per track
Kubota Tractor	\$1000 hr. 1 person
all Equip. needed (Saws, Etc.)	

(price rises for each additional man)
 (see below) Log Loaders \$1500 per hr. 1 man

CONTRACTOR NAME: Freers & Sons Tree Service

CONTACT PERSON: Steve Freers

ADDRESS: 2502 Lucas ST.

CITY, STATE & ZIP CODE: Muscatine, IA 52761

PHONE #: 563-263-2155 EMAIL: Freerz@machlink.com

EXPERIENCE:

80+ YEARS IN BUSINESS

QUALIFICATIONS:

100+ years combined experience (Family Run)

Chamber member

Iowa Arborist Association

ISA Member

(\$2000 per hour for all equipment)
 including man

EXHIBIT B

Appendix B - Schedule of Permit and Licensing Requirements
(See Appendix D for Building-Related Permit Requirements)

Permits (P)/Licenses (L)	Code Section	Location	Each	Daily	Weekly	Fees Monthly	Annually	Bond	Insurance
Use of Levees (P)	3-8-1	Community Development	Application required; fee dependent on use						
Tree Removal Business (L)	3-9-5	Finance/Clerk							General Liability; \$1,000,000 Bodily Injury & Property Damage - Each Occurrence; \$1,000,000 Personal Injury & Advertising Injury Per Occurrence; \$2,000,000 General Aggregate on above \$2,000,000 Products & Completed Operations General Aggregate Workers Compensation Part 1 -Workers Compensation Benefits Part 2 Employers Liability Limits \$100,000 Bodily Injury Each Accident \$300,000 Bodily Injury by Disease Policy Limit \$100,000 Bodily Injury Disease Each Employee Business Automobile - owned, non-owned and hired automobiles \$1,000,000 Bodily Injury & Property Damage - Each Accident
Street Tree Removal, Existing (P)	3-9-8	Parks	Application required						
Street Tree Planting, New (P)	3-9-9	Parks	Application required						
Liquor/Wine/Beer Permits and Licenses	5-2-1	Finance/Clerk	Per State Code						
Dancing (L)	5-2-10 (B)	Finance/Clerk					\$50.00 per calendar year		
Cigarette Permit (P)	5-3-2	Finance/Clerk	Per State Code						
Tobacco Permit (P)	5-3-2	Finance/Clerk	Per State Code						
Amusement Licenses:									
Roller Skating Rink (L)	5-4-2	Finance/Clerk					\$ 125.00		
Shooting Gallery (L)	5-4-2	Finance/Clerk					\$ 125.00		
Theatre (L)	5-4-2	Finance/Clerk					\$ 125.00		