



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

COMMUNITY DEVELOPMENT

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

MEMORANDUM

To: Mayor and City Council Members
From: Jodi Royal-Goodwin, Community Development Director
Cc: Gregg Mandsager, City Administrator
Date: June 6, 2019
Re: Approval of Contract for Tree Trimming and Removal Services

INTRODUCTION: Under City Code the condition of a tree may become a nuisance issue and require the Community Development Department to undertake mitigation if a property owner fails to correct a noticed condition. As a result the Department issued a Request for Bids and is requesting Council approval of the attached contract with Freers & Sons Tree Service for tree trimming and removal services.

BACKGROUND: The Community Development Department released a request for bids for tree trimming and removal services May 9. One response was received from Freers & Sons. The contract will support the Department's enforcement of nuisance abatement compliance. Services may be provided in public rights-of-way or on private properties, when owners fail to comply with nuisance abatement notices.

This contract will continue a contractual relationship between Freers & Sons and the City, as they were the successful respondent to the initial solicitation for such services in 2017. The initial contract expired June 1. Having a contract for these services in place is more important at this time as the number of trees damaged or killed by the Ash Borer Disease grows.

RECOMMENDATION: Staff recommends Council approve the attached two-year contract with Freers & Sons Tree Service for tree trimming and removal services.

ATTACHMENTS:
Contract for Services

AGREEMENT

THIS AGREEMENT is entered this 6th day of June 2019, 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 6, 2019, and shall run through July 1, 2021; 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 Community Development Director 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 for payment, the location and date of each job, the amount of time required, and the person(s) completing the work. Contractor is encouraged to document the condition of each job site before commencement of work and at completion.
4. **COMPENSATION.** The Contractor shall be paid according to Exhibit A.
5. **INDEMNIFICATION AND INSURANCE.** The Contractor shall indemnify and hold harmless the City, the City's employees, for 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, 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

Diana Broderson, Mayor

ATTEST:

Gregg Mandsager, City Clerk

Freers & Sons Tree Service

Date

EXHIBIT A

Equipment	Price Per Hour (with operator)
2 Aerial Lifts	\$200/hour
Chipper & Dump Truck	\$175/hour
2 Stump Cutters	\$175/hour
Mahindra Loader	\$100/hour
2 Log Loaders	\$150/hour
Assortment of Saws	\$125/hour