



WILDWOOD

MEMORANDUM

To: Administration / Public Works Committee Members

From: Rick C. Brown, Director of Public Works / City Engineer

Date: April 11, 2022

Re: Contractor Bids for Treatment of Ash Trees

Background

In 2020, Davey Resource Group, Inc. (DRG) completed an inventory of our existing ash street trees to formulate a plan to manage the impacts of the Emerald Ash Borer (EAB). That plan included a recommendation to treat about 394 of our better condition trees to save them from the EAB and diminish the magnitude of resultant tree loss. DRG recommended we treat the trees over a two-year period and the treatment is expected to last at least two years. As a result, in 2020 DRG prepared a bid for the treatment work and the low bidder was Arbor Masters. Thus, after Committee and Council authorization, a total of 199 ash trees were treated in 2020 for \$25,000 and 116 in 2021 for \$12,000. (In 2021, we had to reduce the number of treated trees, as the EAB had progressed to the point that treatment was not recommended by DRG.) In addition to treatment, as of April 1st, we had removed about 815 ash trees of the original 1,500 trees. About 375 ash street trees remain to be removed (not including the 315 treated trees).

For 2022, we have budgeted a total of \$75,000 in the Capital Projects fund to address the impacts of the EAB. For this year, it is proposed to continue the treatment of the original 199 treated trees from 2020. In that regard, DRG has re-inspected these trees and determined that 189 remain in good condition for a second treatment. After discussing the work with Arbor Masters, they have agreed to honor their 2020 bid to complete the work. Treatment cost per tree ranges from \$97.50 to \$150.00 dependent on tree size. For treatment, Arbor Masters is using a product which utilizes the chemical Emamectin Benzoate. For your reference, the proposal from Arbor Masters has been attached to this memorandum.

Recommendation

The Department is recommending a city-contractor agreement with Arbor Masters, for treatment of 189 ash trees, for the not to exceed amount of \$24,029.

Reasons for Recommendation

- The treatment of our better-quality ash trees helps to mitigate the impact of ash tree removals.
- Arbor Master has agreed to retain their low bid from 2020.
- The Department and DRG were pleased with Arbor Masters work in 2020 and 2021.

With approval of this recommendation, the Department will prepare a resolution, for approval of the City Council, which will authorize a city-contractor agreement with Arbor Masters for this work.

I will be available at the April 12th meeting of the Administration/Public Works Committee for any questions regarding this recommendation.

RCB

Exhibit A



8250 Cole Pkwy
Lenexa, KS 66227

913-441-8888
www.ArborMasters.com

PROPOSAL

Proposal #: 76044
Salesperson: Mark Cantrell
mcantrell@arbormasters.com

Proposal For

City of Wildwood

City of Wildwood
16860 Main St
Wildwood, MO 63040

Location

16860 Main St
Wildwood, MO 63040



2022 EAB

Terms
Net 30

ITEM DESCRIPTION	AMOUNT
2) Contract PHC Service 189 Ash Trees to be treated to control Emerald Ash Borers.	\$ 24,029.00
13" - 15" \$97.50	
16" - 18" \$115.00	
19" - 21" \$130.00	
22" - 24" \$150.00	

**Record the tag numbers and actual dbh on the list and return that to me upon completion.

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

Pricing is good for 30 days from the date of this Proposal.

PROPOSAL SUBTOTAL	\$ 24,029.00
SALES TAX	\$ 0.00
PROPOSAL TOTAL	\$ 24,029.00

Signature

x

Please sign here to accept the terms and conditions

Date

TERMS AND CONDITIONS Thank you for choosing Arbor Masters! The following terms and conditions, together with the terms, prices, and specifications outlined on your estimate, proposal, and/or services agreement and Plant Health Care, if applicable for your state, constitute your entire agreement with Shawnee Mission Tree Service, Inc. DBA Arbor Masters and herein later referred to as "Arbor Masters".

PERFORMANCE BY ARBOR MASTERS Our Plant Health Care programs are designed to manage and not eradicate, insects, mites, and disease. Horticulturally tolerable levels of insects, mites, and disease may still be present after treatments. Epidemic infestations may require additional visits at additional cost to you, pending your approval. Each time we are on your property, an evaluation will be emailed indicating the service(s) performed and, if necessary, any additional recommendations and precautions to be observed. Remeasurement of your lawn, trees or shrubs may also be done if there is a discrepancy between the original estimate and the actual square footage or product(s) required. You will be notified of any price adjustments for future services. Work crews will arrive at the job site unannounced unless otherwise noted herein. Arbor Masters shall not be liable for damage or losses due to delays for weather or causes beyond our control, or for failure to observe precaution notices. By accepting this Agreement and engaging our services, you accept that every day during the Agreement's term is a day on which applications may be applied, and you are continuously on notice that Arbor Masters will perform applications on any day during the term of this Agreement if any other day becomes unnecessary or infeasible for performance (due to weather, scheduling conflicts, insect, mite and disease cycles) in which case you waive Arbor Masters' performance on such a day. Absent extraordinary circumstances, you request that Arbor Masters not further contact you concerning dates of application as such further contact would be a burden to you. You understand that, in connection with rendering our services to you, Arbor Masters may be required to bring trucks and other heavy equipment onto your driveway and other parts of your property. Arbor Masters operates under the assumption that any and all parts of your property onto which we must bring such equipment can sustain the presence, weight, and movement of that equipment, and you hereby hold Arbor Masters harmless for, and agree not to bring any claims against Arbor Masters as a result of, any damage or degradation to any part of your property that results from the presence on it of such equipment. You understand that certain work that Arbor Masters will render for you, such as dismantling large trees, will likely have a visible impact on your lawn and other parts of your property (e.g., divots, holes, sawdust, etc.). While we will do our best to minimize, mitigate, and repair any such impact, you hereby hold Arbor Masters harmless for, and agree not to bring any claims against Arbor Masters as a result of, any such impact on your property. You understand that after removal of stumps/roots that some shrubs/trees will continue to produce sprouts that may require multiple treatments, at additional cost to you, for control and that these treatments may result in damage to nearby plants/shrubs/trees and that you hereby hold Arbor Masters harmless for, and agree not to bring any claims against Arbor Masters as a result of, any damage to nearby plants/shrubs/trees. This Agreement may be terminated without penalty at any time by either party.

WORKMANSHIP All work is performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Our work meets and exceeds the guidelines and standards set forth by ANSI (the American National Standards Institute) A300. Most work to be performed will be evaluated during an on-site inspection by an arborist who will submit an estimate, proposal, and/or services agreement for client approval. You are responsible for advising Arbor Masters regarding the location of underground utilities in the area where work is to be done. Arbor Masters shall not be responsible for damage to such utilities unless the location has been indicated prior to the commencement of work. Recommendations are intended to minimize or reduce hazardous conditions associated with trees. The owner or owner's representative is responsible for the annual scheduling of the required inspection of supplemental support systems. You have a duty to inspect your property within fifteen (15) calendar days of service and provide written notice within that time of alleged damage of any nature. If written notice is not provided within that time, you agree that any claims alleging damage of any nature and/or rights to withhold future payments under this Agreement are waived. Stump grinding will not take place on the day of tree removal. Typically, stumps will be ground within 4-7 days after removal, weather permitting.

NO WARRANTIES Except as expressly set forth in this agreement, no representations, warranties, or guarantees, express or implied, are intended with regard to products used or services performed.

INSURANCE Arbor Masters is insured for liability resulting from injury to persons or negligent damage to property, and all its employees are covered by Workers' Compensation Insurance. A certificate of insurance is available upon request.

OWNERSHIP By accepting this Agreement and engaging our services, you warrant that all trees, plant material and property on which work is to be performed are either owned by you or that permission for the work has been obtained from the owner by you. It is further agreed that the property owner or representative shall be responsible for obtaining any and all permits which may be required by local authorities. You hereby hold Arbor Masters harmless from all claims for damages resulting from your failure to obtain such permits.

TERMS OF PAYMENTS The total cost estimates within this Agreement are valid for 30 days unless otherwise noted. All invoices are payable upon receipt. A deposit of 50% may be required prior to the commencement of General Tree Care work. A finance charge at the maximum rate allowed under applicable state law will be added to invoices after 30 days. Your next treatment may not be performed if your account is past due. Past due balances void any guarantees. If outside assistance is used to collect the account, you are responsible for all costs associated with the collection including, but not limited to, reasonable attorneys' fees and court costs. Sales tax, if applicable, will be added to the amounts of this Agreement per your local and state tax jurisdiction. Should any terms of this Agreement be amended, subsequent payment for our services shall constitute your written acceptance thereof. By accepting this Agreement and engaging our services, you accept that the annual program total cost shall increase on January 1st of each year of this Agreement by the annual increase in the CPI (CPI-U) published on www.bls.gov for twelve months ending September 30 unless otherwise agreed, with a minimum annual increase of 1%. Further, you hereby acknowledge that you have received notice of and understand the total cost of Arbor Masters' services.

CONCEALED CONTINGENCIES You agree to pay Arbor Masters on a time and materials basis for any additional work required to complete the job occasioned by concrete or other foreign matter; stinging insect nests in the tree, trees, or branches; rock, pipe, or underground utilities encountered in excavations; and work not described within this Agreement, or any other condition not apparent in estimating the work specified.

STATE NOTIFICATION REQUIREMENTS Certain states require that specific product information be submitted to you. Such information will be provided to you in your proposal. Accepting your proposal waives any pre-notification requirement unless noted otherwise.

LIMIT OF LIABILITY Arbor Masters' total liability for any losses, damages, and expenses of any type whatsoever incurred by you or any of your guests, tenants, or invitees in connection with or resulting from Arbor Masters' services under this Agreement ("Losses"), which are caused by wrongful acts or omissions of Arbor Masters, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to Arbor Masters hereunder. In no event will Arbor Masters be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to Arbor Masters in advance or could have reasonably been foreseen by Arbor Masters.

ARBITRATION Any dispute, controversy or claim arising out of or relating to this Agreement or the breach thereof, the work performed by Arbor Masters for you, and/or any commission or omission by Arbor Masters, shall be submitted to and determined by arbitration before a single arbitrator pursuant to the Commercial Rules of the American Arbitration Association. The arbitration shall be held at the American Arbitration Association office closest to the site at which Arbor Masters performed the underlying services for you. The arbitration award shall be final and binding. Judgment on the award may be entered in any Court having competent jurisdiction thereof.

CUSTOMER REFERRAL PROGRAM Word of mouth is our best advertising. When you are satisfied with our services, please tell a friend. Each time you refer a new customer to us who meets with an arborist, we will send you a thank you gift.

YOUR SATISFACTION IS IMPORTANT Should our service fall short of your expectations, please contact us immediately and we will do everything we can to make it right.