

R-XX-2023 – A Resolution Authorizing the Award of a Tree and Brush Removal Contract with Mac & Son Tree Expert, Inc. for the Clearing of an Alley Located at 7800-7900 Johnson Ave

**City Council of the City of Glenarden, Maryland
2023 Legislation**

<u>Resolution Number:</u>	<u>R-XX-2023</u>
<u>Sponsor:</u>	<u>Robin Jones, Councilwoman</u>
<u>Co-Sponsor:</u>	<u>At the Request of the Administration</u>
<u>Public Hearing:</u>	<u>Tuesday, September 13, 2022</u>
<u>Session:</u>	<u>Public Hearing</u>
<u>Date of Introduction:</u>	<u>Monday, September 19, 2022</u>

**RESOLUTION AUTHORIZING THE AWARD OF A TREE AND BRUSH
REMOVAL CONTRACT WITH MAC & SON TREE EXPERT, INC. FOR THE
CLEARING OF AN ALLEY LOCATED AT 7800-7900 JOHNSON AVENUE**

WHEREAS, the City of Glenarden requires the services of a tree removal company for the alleyway located near the addresses of 7800-7900 Johnson Avenue in the City; and

WHEREAS, the City of Glenarden did solicit quotes for the work and only two quotes were received back; and

WHEREAS, the City of Glenarden is awarding this contract pursuant to Section 823 of the Charter of the City of Glenarden: and

WHEREAS, Mac & Sons Tree Expert, Inc. has submitted the attached proposal dated August 24, 2022 to provide services.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Glenarden, Maryland sitting in **Regular Session this 19th day of September, 2022** as follows:

1. The Mayor or Council President is authorized to execute a contract with Mac & Son Tree Expert, Inc. for the amount not to exceed \$9,865.00.
2. The source of the funds shall be 10.60.60.7311 Repair & Maintenance-Streets
3. The Resolution shall take effect immediately upon passage by the City Council.

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Date Approved: _____

ATTEST:

City Council of Glenarden

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Victoria Lewis, Council Clerk

Derek D. Curtis, II, Council President

Angela D. Ferguson, Council Vice President

Erika L. Fareed, Councilwoman

James A. Herring, Councilman

Kathleen J. Guillaume, Councilwoman

Maurice A. Hairston, Councilman

Robin Jones, Councilwoman

Votes:

Yes_____

No_____

Abstain_____



Mac & Son Tree Expert, Inc. LIC. # 129

**1438 11th Street
Glenarden, MD 20706
301 322 6163 office
301 322 5210 fax**

Estimate

Date	Estimate #
8/24/2022	5348

Name / Address

City Of Glenarden
8600 Glenarden Parkway
Glenarden, MD 20706
301-773-2100

www.macandsontreeremoval.com

			Project
Description	Qty	Cost	Total
Clean up Green Space between property line starting directly across from address 7818 Glenarden Parkway at the intersection of Johnson and Fiske Ave And continue to Grant and Tyler Ave ending behind property 7810 Tyler Ave Elevate all trees to allow proper moving of property Remove all weeds, brush, overgrowth, vines and underbrush Remove existing limbs and debris dumped onto property Grind out stumps where applicable to allow proper moving of property Remove, haul away and dispose of wood, limbs, brush and debris resulting from trimming and cleanup Rake and clean work areas		9,865.00	9,865.00
Payment due upon completion of work		Total	\$9,865.00

macsontree@verizon.net



Mac and Son Tree Experts Terms and Conditions

Customer Care Pledge

Mac & Son Tree Experts is committed to providing the highest quality of service to our customers. We guarantee to deliver service precisely as described in our proposals and we strive to develop long standing working relationships with our clients.

1.0 Access and Homeowner Preparation

The customer is responsible removing all personal property such as lawn furniture, ornamentation, potted plants, easily transferrable **29**Experts will do its best to protect permanently installed property such as fountains, pools, etc. Small trinkets and lawn ornaments should be moved prior to our arrival.

In addition, lawn furniture, cars, garbage cans and all other objects that may be in the way of our work zone should be moved prior to our arrival. If you cannot move some of these items in advance, and **require our help** please let us know 24 hours before our arrival. If the customer does not complete this process then the customer is responsible and automatically waives the right to hold us accountable for damage to them.

Mac & Son Tree Experts attempts to cover wooden decks, patios, paved areas to protect them from scratches and dents that may occur during the work process. **Please request** that a surface and/or permanent object be noted in the work description to be sure our crews are aware of them and come prepared with material to protect them. The prices quoted in our estimate are based on the assumption that our crew will have access to the property wherever possible with no damage to our equipment or our customer's property. We will not be responsible for damage to substandard blacktop surfaces caused by our vehicles or subcontractor's vehicles.

We are not responsible for any underground property. If we have been informed of its exact location by the owner or the appropriate local utility agency (i.e. PEPCO or BGE) then we will make a good faith effort to avoid contact with our machines or we can adjust the work to eliminate items that may come too close to the concealed utility or other item.

The homeowner **must notify** Mac & Son Tree Experts of underground electric lines for exterior lighting. Any additional work or equipment required to complete the work caused by the authorizing party's failure to make known, or caused by previously unknown foreign material like cement or metal in trunk, stump, branches, under-ground or any other condition not easily apparent in visually estimating the work specified shall be paid for by the customer on a time and material basis with their acknowledgement and approval.

If the customer chooses not to take on the additional cost then the work shall be deemed complete and full payment of the original quote is due Mac & Son Tree Experts is not responsible for damaging concealed items that are too close to the selected tree work.

2.0 Lawn Impact

Mac & Son Tree Experts prepares work zones, such as laying plywood, to minimize the impact onto lawns from equipment and man power.

3.0 Arborist Disclosure Statement

Mac & Son Tree Experts is proud to provide the services of a certified Arborist to our clients. However, it is important to note that arborists cannot detect or anticipate every condition or event that could occur that would lead to the illness, structural failure or other defect that could lead to a future problem with a tree nor can an arborist guarantee the future health or safety of a tree in all circumstances.

4.0 Insurance

Mac & Son Tree Experts is insured for personal injury and property damage. All of our employees are covered by Workers Compensation Insurance.

5.0 Minimum Setup Cost

Mac & Son Tree Experts charges a minimum of **\$XXX** to perform any type of tree work. While lower amounts may appear itemized in the proposal, they cannot be selected individually.

6.0 Proposal Approval

If the customer would like to move forward with the quote/proposal then the customer recognizes that they have read these terms and conditions; agree that it describes the full extent of the work they want included at the stated price; and that they have entered into a legal contract with Mac & Son Tree Experts.

By the customer acknowledging he/she has read and approved the proposal, the customer also understands he/she cannot withhold payment for extra work. The customer automatically enters into a contract for the stated work description and cost with Mac & Son Tree Experts when he/she signs the proposal.

If there is something in the proposal that the customer does not want performed then it is the customer's responsibility to communicate that and remove it from the proposal and have the price adjusted (if applicable). If what the customer does not want done remains in the proposal, then that work will be completed and the customer must pay for it accordingly.

If Mac & Son Tree Experts completes all work described, but the customer discovers they want/require additional work, the customer **in advance** must agree to pay the additional quoted cost for the additional work in a modified or new proposal. If there is additional work that the customer wants done and it is not explicitly written, it is the customer's responsibility to communicate that to Mac & Son Tree Experts so updates/changes can be made to the proposal. Each of these steps and changes must be approved and written into the contract.

The customer **cannot request additional work from the crew directly**. If the homeowner is not home when the work is done, but requests that another party oversee the work then the customers **must provide a written** communication (emails are acceptable) identifying the person(s) authorized to oversee our work in progress.

Mac & Son Tree Experts will try and tell customers when work being requested may not be aesthetically pleasing and Mac & Son Tree Experts will tell every customer when the work they request is unhealthy. However, if the customer chooses to move forward with the work and the work is done as specified then the customer is responsible for the visual, physical and monetary outcomes.

Mac & Son Tree Experts will never knowingly perform work that is harmful to trees that are not on the customer's property (including, but not exclusively limited to parkway city trees and neighbor's trees).

7.0 Safety

For safety reasons, the customer agrees not to enter the work area during service unless authorized by the crew leader on-site.

8.0 Scheduling

Job scheduling is dependent on weather conditions, work load, geographic relationship to other scheduled work and other unforeseen issues. Work crews shall arrive at the job site unannounced unless otherwise noted. Mac & Son Tree Experts will make a good faith effort to meet all scheduled work dates, but shall not be liable for damages due to delays or missed work. If times are given they are approximate, and Mac & Son Tree Experts will not be held responsible for being late or early.

In the event that all aspects of the work are not completed during the initial scheduled date, Mac & Son Tree Experts will give the customer as much notice as possible in arranging the completion. Mac & Son Tree Experts cannot always have the entire job completed in a single day. For instance, the sequence of some work must be done in stages (i.e. grinding out remaining stump and log removal). Unless specifically stipulated, Mac & Son Tree Experts may have to break the job up into pieces (normally related to large removals).

If this is a problem then the customer must indicate that they do not want the job broken up in the agreement; and acknowledge this requirement may delay the work being performed and scheduled. If the customer decides on sight, and crew deems possible that everything needs to be done that day, additional fees may be charged.

Mac and Son Tree Experts Terms and Conditions

9.0 Utility Company Assistance

If Mac & Son Tree Experts determines that the utility agency must in some way assist in performing tree work safely then the work will be scheduled and arranged with all three parties: (1) Customer (2) Utility Agency and Mac & Son Tree Experts. This participation by the applicable utility agency is required by tree care industry safety policies, OSHA and for insurance coverage. Mac & Son Tree Experts will make all necessary preparations with the applicable utility agency to attempt a seamless outcome. However, Mac & Son Tree Experts does not take responsibility for any aspect of the applicable utility agency's participation in the work from scheduling to completion. We cannot be responsible for cancellations, postponements, power restorations or any aspect of the applicable utility agency's involvement. However, we will be working for you and the applicable utility agency until everything is resolved.

10.0 Tree Ownership

The customer hereby warrants that all trees listed are located on the customer's property and, if not, that the customer has received full, written permission from the owner to allow Mac & Son Tree Experts to perform the specified work. Should any tree be mistakenly or knowingly misidentified as to ownership, the customer agrees to indemnify Mac & Son Tree Experts for any damages or costs incurred from the result thereof.

11.0 Tree Risk

When prominent risk conditions in trees are observed and identified by Mac & Son Tree Experts and the customer approves a proposal to proceed with the recommended work, we will make a good faith effort to proceed with the work promptly. We do not assume any liability for any accident, damage or injury that may occur on the ground or on any other object or structure prior to the work beginning.

In cases where Mac & Son Tree Experts withdraws its proposal (before work has begun), all deposits and payments will be refunded in full to the customer. If the work has begun, then we will determine individually if there will be a partial charge. This primarily depends on the reasons for the withdrawal. Mac & Son Tree Experts hold the right to terminate work agreements, including but not limited to, hostile work environments, threats, no deposit, discovery of utility line conflicts, etc.

12.0 Working with Nature

Trees and plants are natural, living organisms affected by factors beyond human control. No guarantee on trees, plants or general landscape safety, health or condition is expressed or implied. Preventative Care with various treatments and fertilizations cannot be guaranteed. If we recommend treatment, it is because we think that the tree is a worthy candidate for treatment at that time.

13.0 Workmanship

All work will be performed in a professional manner by Mac & Son Tree Experts' experienced personnel outfitted with the appropriate tools and equipment.

14.0 Arbitration /Mediation/Small Claims

Any dispute or claim that arises out of or that relates to this agreement, or to the interpretation or breach thereof, shall be resolved by arbitration in accordance with the then effective arbitration rules of, and by filing a claim with, Alternative Dispute Resolution (ADR) Office of the District Court of Maryland, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The validity of this arbitration clause shall be resolved by binding arbitration by the American Arbitration Association, under the Arbitration Rules then in effect. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction or the District Court of Maryland.

Mediation: The parties acknowledge that mediation usually helps parties to themselves settle their dispute. Therefore, any party may propose mediation whenever appropriate through Alternative Dispute Resolution (ADR) Office of the District Court of Maryland or any other mediation process or mediator as the

parties may agree upon. Small Claims: If the amount in dispute is less than the \$5,500, the jurisdictional maximum of a small claims court, and if neither party has initiated arbitration, then the claimant shall have the option (in lieu of arbitration) of bringing a small claims court action.

CONTRACT PRICE: \$ 9,865.00

I have read and understand the above provisions, specifications and prices, all of which are hereby accepted. Mac & Son Tree Expert, Inc. is authorized to do the work as specified.

If Applicable:

\$ _____ 1/3 of Deposit

\$ _____ 1/2 of Deposit Balance due upon completion of work
Accepted

Date: _____

(Print) _____

(Sign) _____

Email: _____

Phone Number: _____

PLEASE SIGN, DATE AND RETURN

ESTIMATED NUMBER: 5348

Veteran Tree Services, LLC
14625 Baltimore Ave #881
Laurel, MD, 20707
301-335-5143
fbbsrj@gmail.com

Service Address
8600 Glenarden Parkway
Glenarden, MD, 20706

Billing Address

City of Glenarden
8600 Glenarden Parkway
Glenarden, MD, 20706
htaylor@cityofglenarden.org

Service Start Date: TBD
Service End Date: TBD

Address	Details
8600 Glenarden Parkway Glenarden, MD	<ul style="list-style-type: none">• Clear ½ mile alley of overgrown shrubbery and small trees• Remove all debris
Total: \$ 16,000.00	

Terms and Conditions

CONDITIONS

During the service term, Veteran Tree Services shall provide, or arrange for the provision of, the Services. The "Services" consist of tree trimming, removal, stump grinding, pruning, bracing and transporting debris described and specified in the Proposal(s). The term "work site" refers to the exterior area of each site(s) identified in the Proposal(s) and Contract Billing Sheet, collectively, where Services will be performed by Veterans Tree Service in accordance with the Proposal(s).

Veteran Tree Services shall perform the Services In accordance with applicable professional horticulture standards using trained, uniformed and properly supervised personnel, and properly maintained equipment.

Veteran Tree Services shall promptly remove all of its tools, equipment, surplus materials tree/shrub debris and rubbish form the work site after rendering Services.

TERM

The "Initial Term" of this Agreement shall begin on the "Service Start Date" and end on the "Service End Date" as identified on the Contract Billing Sheet. Thereafter, this Agreement shall be renegotiated for any additional services.

Acceptance

Client Signature

Date

Client Printed Name

Title

Veteran Tree Services Rep

Date

Veteran Tree Services Rep Printed Name

Title

