



## City of Auburn

Home of Auburn University

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### MEMORANDUM

TO: Megan McGowen Crouch, City Manager

FROM: Dan Ballard, Interim Public Works Director

DATE: April 25, 2022

SUBJECT: May 2022 Tree Removal and Pruning

We solicited bids from area contractors for the cost of labor, equipment and material necessary to complete the May 2022 Tree Removal and Pruning project. The following bids were received:

BIDDER	BASE BID
New Urban Forestry Athens, GA 30605	\$22,900
Jordan Tree Service Auburn, AL 36832	\$23,700
Tiger Tree Experts Inc. dba Halls Tree Service Auburn, AL 36830	\$22,500

The work includes the removal of eight at-risk trees at various locations within the City and pruning of trees at four different locations within the City. Tree Risk Assessments have been performed based on the City's approved Tree Risk Assessment Program and the risk rating for each tree indicates imminent or probable likelihood of failure.

I recommend awarding the contract for the project to Tiger Tree Experts Inc., dba Halls Trees Service for \$22,500.

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the City Council of the City of Auburn, Alabama, recognizes that it is in the best interest of the City of Auburn to consider the welfare and safety of its citizens; and,

WHEREAS, it has been determined that there are multiple locations in the City to remove at-risk trees and prune low hanging branches that are at risk for failure; and,

WHEREAS, the City solicited Request for Bids from qualified vendors to provide removal and pruning services and Tiger Tree Experts Inc., doing business as Halls Tree Service was identified as the vendor best meeting the project requirements; and,

WHEREAS, the City of Auburn requests a contract agreement with Tiger Tree Experts Inc., doing business as Halls Tree Service in the amount of \$22,500 for the May 2022 Tree Removal and Pruning project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Auburn, Alabama that the City Manager is hereby authorized to execute all documents, contracts, and all other instruments necessary to facilitate the May 2022 Tree Removal and Pruning project to Tiger Tree Experts Inc., doing business as Halls Tree Service.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 3<sup>rd</sup> day of May, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Manager

## CONTRACT

THIS AGREEMENT made and entered into by and between \_\_\_\_\_, hereinafter called the CONTRACTOR and the City of Auburn, Alabama,

WITNESSETH:

That the CONTRACTOR for the consideration fully set out hereby agrees with the CITY as follows:

That the CONTRACTOR shall provide all supervision, labor (including a "climber," when necessary), materials and/or equipment, fuel, traffic control per the most recent version of the Safety Requirements for Arboricultural Operations found in the ANSI Z133 Standard, and any other incidentals necessary to meet the requirements of the performance specifications provided by the following: Advertisement for Bids, Instructions to Bidders, the Proposal, General Conditions, Special Conditions, Specifications, which are attached hereto and made a part hereof, as if fully contained herein:

### MAY 2022 TREE REMOVAL AND PRUNING

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law, or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Any subcontractor who works on this project must be enrolled in E-Verify. By signing this contract, you are acknowledging your understanding of the requirement and have a system for assuring compliance.

By signing this agreement, \_\_\_\_\_ hereby attests that it is currently in compliance with Alabama Legislative Act 2016-312 (the "Act"). \_\_\_\_\_ hereby agrees to maintain compliance with the Act during the term of this Agreement. \_\_\_\_\_ understands and agrees that should it violate the Act during the term of this agreement, such violation will be an Event of Default, giving the City the right to immediately terminate this Agreement and to seek damages, including, but not limited to, consequential, special, indirect damages and liquidated damages.

(The rest of this page left intentionally blank)

IN WITNESS, THEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies each of which shall be deemed an original on the date first above written.

Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

WITNESS TO PRINCIPAL'S SIGNATURE:

\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF PRINCIPAL

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
CONTRACTOR'S ADDRESS

\_\_\_\_\_  
CITY, STATE

\_\_\_\_\_  
TELEPHONE

(SEAL)

THE CITY OF AUBURN, ALABAMA  
A Municipal Corporation

ATTEST:

BY \_\_\_\_\_  
ITS CITY MANAGER

BY: \_\_\_\_\_  
ITS MAYOR

PUBLIC WORKS DEPARTMENT USE ONLY:  
\_\_\_\_\_