



4800 Ashford Dunwoody Road  
Dunwoody, Georgia 30338  
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## **MEMORANDUM**

**To:** Mayor and City Council

**From:** Brent Walker, Parks Director

**Date:** November 18, 2019

**Subject:** **Approval of a Contract with Trees Atlanta**

### **ITEM DESCRIPTION**

Due to the City's tree replacement policy, a contract with Trees Atlanta to replant trees in Brook Run Park is necessary

### **BACKGROUND**

During construction of the Phase I project at Brook Run Park 381 trees were removed that meet the requirements for replacement per our No Net Loss Tree Policy. Due to concerns of potential damage to additional trees during construction, Staff recommends planting 400 trees. The trees will be planted on January 20<sup>th</sup> as part of our MLK Great Day of Service Event. An itemized quote is attached to this memo.

### **RECOMMENDATION**

Staff recommends the City approve a contract in the amount of \$96,375 to Trees Atlanta for the Brook Run Park Phase I project tree replacement. Funding for this contract will come from the Park Operations Budget.

Denis Shortal Mayor  
Eric Linton, ICMA-CM City Manager  
Sharon Lowery, CMC City Clerk

Pam Tallmadge City Council Post 1  
Jim Riticher City Council Post 2  
Tom Lambert City Council Post 3

Terry Nall City Council Post 4  
Lynn Deutsch City Council Post 5  
John Heneghan City Council Post 6

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## Contract for Services

### **Tree planting agreement between:**

1. City of Dunwoody, GA and
2. Trees Atlanta, Inc.

### Service Location and/or Address

Brook Run Park, Dunwoody, GA

### Scope of Services

Trees Atlanta is pleased to work with the City of Dunwoody for the installation and maintenance of 400 trees at Brook Run Park. A portion of those trees will be installed as part of a Martin Luther King Jr. Day celebration and day of service.

**Plant** - Trees Atlanta will select, acquire, deliver and plant, with the assistance of community volunteers, the tree quantities and sizes as delineated in the Pricing and Tree Detail section of this agreement (following page), and in locations approved by the City of Dunwoody's Parks and Recreation Director.

**Maintain** - Trees Atlanta will maintain the trees for a period of two (2) years post-planting, with maintenance to include:

- 15-20 irrigation visits during Year 1 and 5-10 irrigation visits during Year 2, dependent on conditions
- Annual mulching
- Pruning as needed for health and proper growth
- Annual fertilization
- Annual pest management with additional treatment as necessary

**Guarantee** - Trees Atlanta will also provide a replacement guarantee for the same two (2) year period. The replacement guarantee applies to tree death for any reason *other than*:

- vandalism,
- acts of God, or
- automobile impacts.



**Pricing and Tree Detail**

Pricing includes tree selection, delivery, and planting, plus the maintenance and guarantees as detailed above. We will execute a planting project for a portion of the trees on the MLK Jr. holiday and day of service, with the remaining tree installation being coordinated with City officials.

The City of Dunwoody will pay for 400 trees at a total cost of \$96,375. The planting mix will include 385 15-gallon container trees and 15 2.5” caliper DBH ball & burlap trees.

Trees Atlanta and the City will jointly develop the tree palette and planting locations. The City agrees to provide final approval for both the palette and locations no later than December 15, 2019 to allow Trees Atlanta to acquire the required planting materials.

**Payments Terms**

1. Trees Atlanta will invoice the City of Dunwoody twice, with each invoice representing 50% of the total contract value.
2. The first invoice shall be issued upon signing of this planting agreement in the amount of \$48,188.
3. The second invoice will be issued upon final installation of all trees covered by this contract in the amount of \$48,187.
4. The City of Dunwoody agrees to remit payment within 30 days of each invoice date.

**Entirety of Agreement**

This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.

**Terms agreed to by:**

11/08/19

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Greg Levine / Date  
Co-Executive Director, Trees Atlanta, Inc.

\_\_\_\_\_  
Brent Walker / Date  
Parks and Recreation Director, City of Dunwoody