



**CITY of NOVI CITY COUNCIL**

**Agenda Item 4  
October 11, 2010**

**SUBJECT:** Approval to award a service contract for forestry services to Asplundh Tree Expert Company (for a one-year term with three one-year renewal options) for an estimated annual price of \$183,479.

**SUBMITTING DEPARTMENT:** Department of Public Services – Field Operations Division *(M.W.)*

**CITY MANAGER APPROVAL:** *(Signature)*

<b>EXPENDITURE REQUIRED</b>	\$183,479 (Estimated annual amount)
<b>AMOUNT BUDGETED</b>	\$0 (To be included in 2 <sup>nd</sup> Qtr budget amendment)
<b>APPROPRIATION REQUIRED</b>	\$183,479 (Estimated – offset by personal services)
<b>LINE ITEM NUMBER</b>	Allocated by Fund -- General 101-442.20-814.209, Roads, Drains, Tree (\$50,000 for Pruning/Maintenance to be charged to Tree Fund)

**BACKGROUND INFORMATION:**

DPS was tasked with identifying Michigan Association of Public Employees (MAPE) positions that could potentially be eliminated to help fill the City's projected \$1.1 million funding gap for FY11/12, while still maintaining the core services that are provided to the public. One cost savings area identified was outsourcing forestry services. Although forestry activities are important and valuable services DPS provides to Novi residents and businesses, many of these services do not have a direct impact on public safety when compared to other DPS service areas. Therefore, a Request for Proposal (RFP) was prepared to get pricing on outsourcing forestry services from qualified firms. Because MAPE offered no concessions to help DPS achieve its share of targeted savings, outsourcing forestry services to a private firm is now DPS's best option toward meeting this target.

Outsourcing would displace two full-time and two seasonal employees who currently perform the majority of all City forestry activities. It is estimated that it costs the City of Novi approximately \$232,350 annually to provide forestry services using in-house labor and equipment. Detailed background information and a discussion of the advantages and disadvantages of outsourcing forestry services are presented in Matt Wiktorowski's September 30, 2010 memorandum, attached.

On September 2, 2010, six proposals were received following a public solicitation period. Upon a thorough evaluation, the Department determined that Asplundh Tree Expert Company's proposal meets all requirements of the RFP. The following table summarizes pricing from each of the six firms that responded to the RFP:

	Asplundh	Owen Tree Service	Advanced Tree Care	T-N-T Tree Service	J&M Tree Service	Michigan Property Network
<b>Estimated Annual Cost</b>	<b>\$183,479</b>	\$228,577	\$241,250	\$247,000	\$332,001	\$362,500

Based on unit pricing of estimated quantities (attached), Asplundh Tree Expert Company is recommended as being in the best interest of the City for being responsive (i.e., Asplundh has complied with all requirements of the RFP instructions) and for submitting the lowest price. In addition, DPS interviewed Asplundh to ensure it could perform the entire scope of work in the RFP at the unit prices proposed, given that Asplundh's total price is roughly \$45,000 lower than the next lowest firm (Owen Tree Service). During the interview, Asplundh affirmed its pricing and commitment to meet the City's quality standards required in the RFP. The contract period will be for one year, and upon mutual consent of the City of Novi and Asplundh, the contract may be renewed three times in one-year increments under the same terms and conditions of the original contract.

Based on Asplundh's proposal and the estimated cost of providing these services in-house, contracting forestry services appears to be a cost effective course of action that is expected to demonstrate an operational cost savings of approximately \$50,000 annually (the difference between Asplundh's price of \$183,479 versus the current estimated cost of \$232,350 per year to perform these services in-house). In addition to the anticipated operational cost savings, the Department of Public Services will be charging up to \$50,000 to the Tree Fund for item "C", Block Pruning, annually.

Asplundh Tree Expert Company has satisfactorily completed several municipal projects in the past. Currently, the company holds contracts with the cities of Ann Arbor, Dearborn and Wyandotte. Favorable references were received from each of these cities.

**RECOMMENDED ACTION:** Approval to award a service contract for forestry services to Asplundh Tree Expert Company (for a one-year term with three one-year renewal options) for an estimated annual price of \$183,479.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Crawford				
Council Member Fischer				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

CITY OF NOVI  
RFP FORESTRY SERVICES BID TABULATION  
September 2, 2010 3:00 P.M.

	Estimated Man-Hours	Asplundh			Owen Tree Service			Advanced Tree Care			T-N-T Tree Service			J & M Tree Service			Michigan Property Network		
		Typical Crew Size	Per Crew Hour	Total Estimated	Typical Crew Size	Per Crew Hour	Total Estimated	Typical Crew Size	Per Crew Hour	Total Estimated	Typical Crew Size	Per Crew Hour	Total Estimated	Typical Crew Size	Per Crew Hour	Total Estimated	Typical Crew Size	Per Crew Hour	Total Estimated
<b>A. Tree Removal</b>																			
Regular Time	200	3	105.32	\$ 7,021	3	149.85	\$ 9,990	3	150.00	\$ 10,000	3	160.00	\$ 10,667	3	175.00	\$ 11,667	2	145.00	\$ 14,500
Overtime		3	139.30		3	181.82		3	225.00		3	190.00		3	190.00		2	217.00	
Holiday Time		3	173.27					3	300.00		3	220.00		3	215.00		2	217.00	
<b>B. Stump Removal</b>																			
Regular Time	300	2	76.25	\$ 11,438	2	125.00	\$ 18,750	2	125.00	\$ 18,750	3	150.00	\$ 15,000	2	100.00	\$ 15,000	1	150.00	\$ 45,000
Overtime		2	97.39		2	145.47		2	187.50		3	180.00		2	125.00		1	150.00	
Holiday Time		2	118.53					2	250.00		3	220.00		2	130.00		1	150.00	
<b>C. Block Pruning</b>																			
Regular Time	2000	2	87.00	\$ 87,000	2	93.95	\$ 93,950	3	150.00	\$ 100,000	3	150.00	\$ 100,000	2	175.00	\$ 175,000	2	145.00	\$ 145,000
Overtime		2	113.78		2	112.27		3	225.00		3	180.00		2	190.00		2	217.00	
Holiday Time		2	140.55					3	300.00		3	220.00		2	215.00		2	217.00	
<b>D. General Service Request</b>																			
Regular Time	2,000	3	105.32	\$ 70,213	2	93.95	\$ 93,950	3	150.00	\$ 100,000	3	160.00	\$ 106,667	3	175.00	\$ 116,667	2	145.00	\$ 145,000
Overtime		3	139.30		2	112.27		3	225.00		3	190.00			190.00		2	217.00	
Holiday Time		3	173.27					3	300.00		3	220.00			215.00		2	217.00	
<b>E. Storm Damage Removal</b>																			
Overtime	100	3	139.30	\$ 4,643	3	208.26	\$ 6,942	3	225.00	\$ 7,500	3	250.00	\$ 8,333	3	225.00	\$ 7,500	3	225.00	\$ 7,500
Holiday Time		3	173.27		3	228.26		3	300.00		3	350.00			250.00		3	225.00	
<b>F. Open Drain/Debris Rem.</b>																			
Regular Time	100	3	94.93	\$ 3,164	3	149.85	\$ 4,995	3	150.00	\$ 5,000	3	190.00	\$ 6,333	3	185.00	\$ 6,167	3	165.00	\$ 5,500
Overtime		3	128.91		3	181.82		3	225.00		3	250.00			195.00		3	247.00	
Holiday Time		3	162.88					3	300.00		3	300.00			215.00		3	297.00	

ESTIMATED GRAND TOTAL PROPOSALS A - F: \$ 183,479.00      \$ 228,577.00      \$ 241,250.00      \$ 247,000.00      \$ 332,001.00      \$ 362,500.00



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	Asplundh		Owen Tree Service		Advanced Tree Care		T-N-T Tree Service		J & M Tree Service		Michigan Property Network	
	Typical Crew Size	Per Crew Hour	Typical Crew Size	Per Crew Hour	Typical Crew Size	Per Crew Hour	Typical Crew Size	Per Crew Hour	Typical Crew Size	Per Crew Hour	Typical Crew Size	Per Crew Hour
<b>A. Tree Removal</b>												
Regular Time	3	105.32	3	149.85	3	150.00	3	160.00	2-3	175.00	2	145.00
Overtime	3	139.30	3	181.82	3	225.00	3	190.00	2-3	190.00	2	217.00
Holiday Time	3	173.27			3	300.00	3	220.00	2-3	215.00	2	217.00
<b>B. Stump Removal</b>												
Regular Time	2	76.25	2	125.00	2	125.00	3	150.00	2	100.00	1	150.00
Overtime	2	97.39	2	145.47	2	187.50	3	180.00	2	125.00	1	150.00
Holiday Time	2	118.53			2	250.00	3	220.00	2	130.00	1	150.00
<b>C. Block Pruning</b>												
Regular Time	2	87.00	2	93.95	3	150.00	3	150.00	2	175.00	2	145.00
Overtime	2	113.78	2	112.27	3	225.00	3	180.00	2	190.00	2	217.00
Holiday Time	2	140.55			3	300.00	3	220.00	2	215.00	2	217.00
<b>D. General Service Request</b>												
Regular Time	3	105.32	2	93.95	3	150.00	3	160.00	*3	175.00	2	145.00
Overtime	3	139.30	2	112.27	3	225.00	3	190.00	*3	190.00	2	217.00
Holiday Time	3	173.27			3	300.00	3	220.00	*3	215.00	2	217.00
<b>E. Storm Damage Removal</b>												
Overtime	3	139.30	3	208.26	3	225.00	3	250.00	*3	225.00	3	225.00
Holiday Time	3	173.27	3	228.26	3	300.00	3	350.00	*3	250.00	3	225.00
<b>F. Open Drain/Debris Rem.</b>												
Regular Time	3	94.93	3	149.85	3	150.00	3	190.00	*3	185.00	3	165.00
Overtime	3	128.91	3	181.82	3	225.00	3	250.00	*3	195.00	3	247.00
Holiday Time	3	162.88			3	300.00	3	300.00	*3	215.00	3	297.00
<b>CONTINGENCY SERVICES</b>												
<b>Labor - Certified Arborist</b>												
Regular Rate		34.85		40.00		50.00		30.00		22.00		65.00
Overtime Rate		48.79				75.00		45.00				65.00
Holiday Rate		62.73				100.00		60.00				65.00
<b>Labor - Tree Man</b>												
Regular Rate		32.09		30.00		50.00		20.00		14.00		38.00



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RFP FORESTRY SERVICES  
September 2, 2010 3:00 P.M

	Asplundh	Owen Tree Service	Advanced Tree Care	T-N-T Tree Service	J & M Tree Service	Michigan Property Network
Overtime Rate	44.93		75.00	30.00		57.00
Holiday Rate	57.76		100.00	40.00		57.00
<b>Labor-Stump Grinder Operator</b>						
Regular Rate	32.09	40.00	50.00	18.00	15.00	160.00
Overtime Rate	44.93		75.00	27.00		240.00
Holiday Rate	57.76		100.00	36.00		240.00
<b>Labor - Ground Man</b>						
Regular Rate	18.00	20.00	50.00	14.00	14.00	25.00
Overtime Rate	25.20		75.00	21.00		37.50
Holiday Rate	32.40		100.00	28.00		37.50
<b>Logging Truck w/ Operator</b>						
Regular Rate	78.95	125.00	75.00	85.00	85.00	115.00
Overtime Rate	92.89		112.50	115.00		172.00
Holiday Rate	106.83		150.00	200.00		172.00
<b>Front End Loader w/Operator</b>						
Regular Rate	78.95	57.30	75.00	85.00	40.00	95.00
Overtime Rate	92.89		112.50	115.00		142.50
Holiday Rate	106.83		150.00	200.00		142.50
<b>Crane w/Operator</b>						
Regular Rate	cost + 10%	117.30	125.00	125.00	115.00	200.00
Overtime Rate	cost + 10%		187.50	150.00	115.00	300.00
Holiday Rate	cost + 10%		250.00	300.00		300.00
<b>Aerial Tower</b>	13.50	42.00	25.00	100.00		45.00
<b>Chipper</b>	5.10	20.00	18.00	75.00		25.00
<b>Dump Truck</b>	9.00 chip	20.00	20.00	75.00		25.00
Addendum Acknowledged?	yes	yes	no	yes	no	yes
Bid Surety Submitted?	yes	yes	yes	yes	yes	yes

\* correction

Tree Fund

Established as a separate special revenue fund in fiscal 2005-06, this fund is intended to cover most of the cost of City tree replacement and maintenance. Proceeds vary from year to year and come from fines, fees paid by developers and street tree maintenance charges.

DESCRIPTION	2008-2009	2009-2010	2010-2011
	Actual	Estimated	Adopted
Grants	\$ -	\$ 20,000	\$ -
Interest Income	21,949	5,980	11,300
Other	-	-	-
Tree Fund Revenue	174,659	115,000	50,000
Tree Fund Maintenance Revenue	24,038	500	500
	<u>\$ 220,646</u>	<u>\$ 141,480</u>	<u>61,800</u>
Appropriation of Fund Balance			188,450
			<u>\$ 250,250</u>

APPROPRIATIONS

DESCRIPTION	2008-2009	2009-2010	2010-2011
	Actual	Estimated	Adopted
Tree Fund Expenditures	<u>\$ 75,243</u>	<u>\$ 331,050</u>	<u>\$ 250,250</u>

FUND BALANCE

Fund Balance July 1, 2009		\$ 1,350,179
Estimated 2009-2010:		
Revenue	\$ 141,480	
Expenditures	<u>(331,050)</u>	<u>(189,570)</u>
Projected Balance June 30, 2010		1,160,609
2010-2011 Budget:		
Revenue	\$ 61,800	
Expenditures	<u>(250,250)</u>	
Appropriate 2010-2011		(188,450)
Projected Balance June 30, 2011		<u>\$ 972,159</u>

MEMORANDUM



TO: ROB HAYES, DIRECTOR OF PUBLIC SERVICES *RH*  
 FROM: MATT WIKTOROWSKI, FIELD OPERATIONS SR. MANAGER *M.W.*  
 SUBJECT: OUTSOURCING OF FORESTRY SERVICES  
 DATE: SEPTEMBER 30, 2010

*9/30/10  
 To: Mayor, City Council, Finance  
 Further, the City Council  
 as part of cost reduction and  
 saving money - reasonable  
 although it is not 100% sure*

**Background**

The maintenance of the City of Novi's urban forest is the responsibility of the Department of Public Services. There are approximately 36,000 street and park trees in the City's inventory that are valued at nearly \$20 million. Currently two full-time and two seasonal employees perform the majority of all forestry activities, supplemented by minimal work performed by a contractor. It is estimated that it costs the City of Novi approximately \$232,350 annually to provide forestry operations using in-house labor and equipment.

One of the least mission-critical services performed by DPS is forestry operations. This is because daily forestry activities are usually not directly related to public health and safety. In other words, the frequency of dead tree removals and live tree/limb removals associated with storm cleanups to ensure safety may not be high enough to warrant having a full-time forestry operation. In addition to storm cleanups, routine services such as tree pruning, maintaining the tree inventory asset management program, stump grinding, and managing hazard tree/woodland violations are urban forest management activities that could be outsourced and handled by administration.

**Request for Proposals for Forestry Services**

DPS prepared the attached Request for Proposals (RFP) for forestry services in early August to help determine if outsourcing these services would be a cost effective course of action. Part of the RFP preparation process was to quantify the amount of work that would be potentially contracted-out each year. The following table summarizes the scope of work and estimated man-hours per year included in the RFP:

	Tree Removal	Stump Removal	Block Pruning	General Service Requests	Storm Damage	Open Drain Tree Removal & Debris Removal
Estimated Man-Hours	200	300	2,000	2,000	100	100

The pricing structure in the RFP was based on hourly rates for providing labor and equipment for each work item listed above so that a fair comparison could be made to the costs associated with the City's two full time staff members, two seasonal staff and equipment.



**Results of the RFP Process**

Six proposals were received and opened on September 2, 2010 following a public solicitation period. The lowest priced proposal received was from Asplundh Tree Service, of Romeo, MI which is a nationally recognized tree management company that has been in business for over 80 years providing service to many municipal clients.

The following table summarizes pricing from each of the six firms that responded:

	Asplundh	Owen Tree Service	Advanced Tree Care	T-N-T Tree Service	J&M Tree Service	Michigan Property Network
Estimated Annual Cost	\$183,479	\$228,577	\$241,250	\$247,000	\$332,001	\$362,500

Asplundh's estimated annual contract price of \$183,479 includes all specified work items identified in the RFP (Tree Removal \$7,021, Stump Removal \$11,438, Block Pruning \$87,000, General Service Requests \$70,213, Storm Damage Removal \$4,643, and Open Drain Tree Removal and Debris Removal \$3,164). A copy of the Asplundh proposal is attached.

Based on Asplundh's proposal, contracting forestry services would be a cost effective course of action (\$183,479 to outsource versus a cost of \$232,350 per year to perform these services in-house). If the City enters into a contract with Asplundh, the term would be for one year, with three one-year renewal options, as stipulated in the RFP.

**Evaluation of Contracting Forestry Services**

DPS's Field Operations Division is charged with providing effective and efficient maintenance services to the residents of the City of Novi, for roads, drains, parks and forestry operations. Therefore, in addition to cost savings, a thorough evaluation of outsourcing must also address the quality of service, responsiveness and customer satisfaction that would result from contracting-out forestry services. There are several advantages and disadvantages to awarding this work to Asplundh that relate to cost these areas, as follows:

**Advantages**

- It is anticipated that the City of Novi would save nearly \$50,000 annually by contracting out forestry services.
- Legacy costs associated with the reduction in staff would be reduced.
- Future capital outlays for forestry equipment would be eliminated.
- Personnel issues (such as training and coordination of work schedules with vacation, sick and personal time) would be reduced.
- Costs associated with education and training, vehicle maintenance and operating supplies would all be reduced.

### Disadvantages

- The residents of Novi would only be one of several Asplundh customers, and as a consequence they would likely not receive the same high level of service that the City currently provides with in-house staff.
- Increased administrative staff time would be needed to administer Asplundh's contract (estimated to be up to one-half of a full-time equivalent employee, per GFOA guidelines).
- The City would lose two full-time and two part-time Field Operations staff who have been cross trained and utilized to perform a wide variety of tasks in addition to the forestry services listed above, including:
  1. Snow removal.
  2. Park maintenance duties.
  3. General tree inspections and hazard tree notices (by virtue of the two full-time staff being Certified Arborists).
  4. Herbicide applications (both full-time staff are also licensed to apply herbicides).
- Response time for non-emergency tasks is set by the contract to keep costs down and may not meet some residents' expectations. Currently DPS can have someone respond to non-emergency issues relatively quickly with in-house staff.
- The Field Operations Division would lose back-up staff capacity to perform a variety of general services that these workers have been cross-trained in.

Existing  
Personnel

### Conclusion

After the Department of Public Services was restructured nearly a year and a half ago, we have become a much more productive department that is fiscally responsible. Many of the daily work assignments are focused on the precepts of asset management - contrary to previous years when daily work orders tended to be reactive in nature. The Field Operations Division intends to continue to improve its asset management operations while providing a high level of service that Novi residents have come to expect.

Novi's urban forest is extremely young and unlike most of the infrastructure we maintain, it will increase in value over time. The decision to outsource forestry services should be carefully weighed in terms of the advantages and disadvantages listed above to ensure that the City's forestry assets continue to grow in value and attract new business and residents to our community.

**ATTACHMENT C – SAMPLE CONTRACT  
CONTRACT FOR FORESTRY SERVICES**

**THIS CONTRACT FOR SERVICES AND MATERIALS** (“Contract”), dated \_\_\_\_\_ is by and between the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi Michigan, 48375 (hereinafter referred to as “Client”), and \_\_\_\_\_ whose address is \_\_\_\_\_ (hereinafter referred to as “Contractor”).

**THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:**

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Contractor shall provide the materials and perform the services described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Term of Agreement.

Performance of this Contract shall commence on \_\_\_\_\_ and end on \_\_\_\_\_. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments at the same prices, terms, and conditions of the original contract.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount for services and materials as specifically set forth in the completed Proposal attached which are part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.



Article IV: Termination.

- A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days notice in writing of such termination.
2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Client up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.
- B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: Independent Contractor/Vendor Relationship.

- A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, ~~medical benefits, worker's compensation, pension rights, or other rights~~ or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

- B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

**Article VI: Liability and Insurance.**

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.
- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule B, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule B.

**Article VII: Information.**

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

**Article IX: General Provisions.**

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Consultant. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. Compliance with Laws. This Contract and all of Consultant's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Consultant represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

## ATTACHMENT C – SAMPLE CONTRACT

- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Consultant shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Discrimination: The Consultant shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Consultant and the Client shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subjected to discrimination in the performance of this contract.
- F. Dispute Resolution/Arbitration. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.
- G. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Consultant that it is hired by Client to work exclusively for Client and Consultant agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Consultant's performance of the work.
- H. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:



**ATTACHMENT C – SAMPLE CONTRACT**

Client: City Manager Clay J. Pearson and City Clerk Maryanne Cornelius  
Consultant:

- I. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.
- J. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- K. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.
- L. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

**IN WITNESS WHEREOF**, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date first listed above.

**WITNESS:** \_\_\_\_\_ **City of Novi ("Client"):**

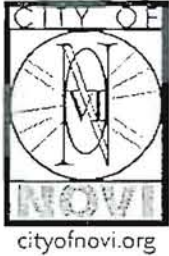
\_\_\_\_\_ By: \_\_\_\_\_  
 David B. Landry  
 Mayor

\_\_\_\_\_ By: \_\_\_\_\_  
 Maryanne Cornelius  
 City Clerk

**WITNESS:** \_\_\_\_\_ **Contractor** \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_  
 Representative Name  
 Title

1275476.3



CITY OF NOVI  
REQUEST FOR PROPOSALS  
FORESTRY SERVICES

**GENERAL SCOPE OF SERVICES**

The City of Novi is soliciting proposals to provide supervision, arborist labor, equipment, and expertise required to perform forestry services along public rights-of-way and on City property. The contract term is for one year with an option for three one-year renewals.

The City's tree population totals approximately 36,000 trees. Nearly 20,000 trees are located adjacent to local or subdivision streets with the remaining 16,000 along major roads, in park common areas and throughout municipal grounds.

The following work items are included in the project scope:

- **Work Item A - Tree Removal.** Contractor to provide all labor and equipment necessary for removal and disposal of trees. This item does not include the additional equipment needed to remove logs greater than 16 inches in diameter and stumps.
- **Work Item B - Stump Removal.** Contractor to provide all labor, equipment and materials to perform stump removal/grinding, including site restoration.
- **Work Item C - Block Pruning.** Contractor to provide all labor, equipment and materials for pruning of trees in rights-of-way. Block pruning will be done on a square mile/section basis throughout the City.
- **Work Item D – General Service Request.** Contractor to provide all labor, equipment and materials for individual tree service requests from City representatives.
- **Work Item E – Storm Damage Removal.** Contractor to provide all labor, equipment and materials to make an area affected by storm damage safe. This only includes work performed outside of regular working hours (overtime rate). Crews **must** be on the site of storm damage within two (2) hours of receipt of a City representative's request.
- **Work Item F – Open Drain Tree Removal and Debris Removal.** Contractor to provide all labor, equipment and materials to remove fallen or dangerous trees and woody debris from water courses, detention basins, rear yard drains, and other similar locations.

All proposals shall be based on hourly rates for performing these work items, and shall cover the furnishing of all equipment, materials and labor necessary to perform requested services.

## **CONTRACTOR QUALIFICATIONS**

In addition to the proposed fee, the proposer selected for contract award will be chosen on the basis of provision of the greatest benefit to the City, as demonstrated in the proposal by:

### **A. Experience/Qualifications**

Proposer shall demonstrate competence, experience, and financial capability to carry out the work described in this RFP. All work activities performed are to be completed in a good workmanlike manner using quality equipment and materials, in accordance with International Society of Arboriculture Standard as set forth in the American National Standards Institute for Performance of Removing Shade Trees Sections 5.5, 8.4 and 8.5 of ANSI Z 133.1.

### **B. Capacity**

Proposer shall clearly identify all available resources within the company and those that will be subcontracted to others. Provide an equipment list and number of full-time/part-time employees, by classification, that will be available to accomplish the work. The City reserves the right to visit contractor's facility during the evaluation process to inspect the equipment.

### **C. Comparable Projects**

Proposer shall submit detailed descriptions of similar work performed, preferably for municipal clients.

### **D. References**

Proposer shall provide a list of references from comparable projects that have been completed by your company, including names of project contacts.

### **E. Licenses and Insurance**

Proposer shall be duly licensed by appropriate authorities, covered by public liability and property damage insurance, and employees properly covered by Workers Compensation Insurance.

## SPECIFICATIONS-FORESTRY SERVICES

### A. General

1. Contractor shall provide all necessary material, labor and equipment for removal of trees/stumps, cleanup of debris, and the transport and disposal of brush, logs and chips at a disposal site provided by the Contractor.
2. Contractor guarantees that repair, replacement or restoration of any public or private property damaged by careless or accidental use of materials and/or machinery in the performance of the contract, shall be made to the satisfaction of the City at no additional charge.
3. Typical areas of work include but are not limited to:
  - Major road rights-of-way
  - Local road rights-of-way (i.e., area between sidewalk and curb in residential subdivisions)
  - City parks
  - City owned vacant lots
  - City owned and/or maintained detention basins
  - City cemeteries
  - Municipal grounds
  - City drains and water courses
4. Any time digging of any type or stump removal is required, Contractor shall have all utilities staked by MISS DIG, 1-800-482-7171. This shall be done a minimum of three days prior to work and/or in accordance with state statute.
5. Communications between City and Contractor. City will provide Contractor with:
  - a. Name of Authorized City Representative(s) including Field Operations Senior Manager
  - b. Office phone number of Authorized City Representative(s)
  - c. Cell phone number of Authorized City Representative(s)
  - d. Fax number of Authorized City Representative(s)
  - e. Email address of Authorized City Representative

Unless an emergency situation, all work orders, service requests, etc. will be e-mailed to the Contractor's office by the City.

6. Communications between Contractor and City. Contractor shall provide City with:
  - a. Office
    1. Name of primary office contact person
    2. Office phone number of primary office contact person
    3. Office fax number of primary office contact person
    4. Email address of primary office contact person
    5. 24 hr. phone number of primary office contact person



b. Field Supervisor

1. Name of single field supervisor responsible for all crews
  2. Office phone number of field supervisor
  3. Cell phone number of field supervisor
  4. Office fax number of field supervisor
  5. E-mail address of field supervisor
  6. 24 hr. phone number of field supervisor
7. Emergency Call-Outs: Contractor shall have a work crew available to respond to emergency situations as may be needed by the City at hourly rates quoted herein. Emergency crew shall be available and at job site within two (2) hours of the emergency call by the City. An emergency will be defined as a special occurrence such as storm damage caused by wind or ice, or a vehicle accident, etc.
8. In order for the City to verify payment, the Contractor shall complete and email or fax daily to the City Representative the City-provided Daily Work Completion Form provided in Attachment B.

B. **General**

1. Regular basis is defined as forty (40) hours per week, Monday through Friday. Contractor may choose to work on Saturday as an option but may only charge regular hourly rates. City will not pay an overtime rate unless it is for an emergency call-out.
2. Holidays observed by the City may be worked by Contractor at regular hourly rates quoted. City will not pay holiday rates unless an emergency call-out.
3. No work will be carried on between hours of 6:00 pm to 7:00 am, except if it is an approved emergency call-out.
4. Hourly charges will begin when work crew arrives on site and employees are prepared for work. Travel time is not reimbursable.
5. City will not pay for down time due to equipment failure, weather, or any other reason, or for equipment maintenance time. Only documented completed work will be paid.
6. Contractor shall make arrangements with utility companies for removal of all necessary limbs and branches, which may conflict with or create a personal injury hazard in conducting operation called for in these specifications.
7. Contractor shall direct all property owner comments or questions to City's representative.

C. **Safety Standards:**

1. All equipment to be used and all work to be performed must be in full compliance with the most current revision of ANSI Z-133.1 (Safety Requirements for Pruning,

Repairing, Maintaining, Removing Trees and for Cutting Brush), ANSI A300 Parts 1, 2, & 3 (Tree, Shrub, and Other Woody Plant Maintenance), the Michigan Department of Labor, Safety Standards, Part 53, (Tree Trimming and Removal, as amended 1983) and the Michigan Department of Labor, Bureau of Safety and Regulations, MIOSHA requirements, and the Michigan Department of Transportation regulations.

2. Adequate warning devices, barricades, guards, flag-persons, and all other necessary precautions shall be taken by Contractor to give advised and reasonable protection, safety and warning to persons and vehicle traffic within the area.
3. Traffic shall not be detoured without pre-approval of the Field Operations Senior Manager. During the progress of work, adequate provisions shall be made by the Contractor to accommodate normal traffic flow over the public streets in order to minimize inconvenience to the general public. Users of property adjacent to the work shall be afforded with convenient access.
4. The Contractor shall be responsible at all times for keeping the work site, adjoining premises, streets, walks and driveways clear. All tree parts and/or other debris must be cleaned up at the end of each work day. Branches, trimmings, logs, and debris, shall be removed and the area left "broom clean" daily.

**D. Hazardous Practices:**

The Contractor shall not engage in any activity or practices which pose an unreasonable hazard or threat to the safety of persons or property.

**E. Electrical Hazards:**

1. Working in close proximity of electrical lines. A close inspection shall be made by the Contractor to determine whether an electrical conductor passes through the tree or passes within 10 feet of the tree worker before climbing, entering, or working around any tree. All work pertaining to line clearance shall only be handled by a qualified and experienced line clearance personnel employed by the electrical power distribution company. At least one worker on the crew shall have completed the Electrical Hazards Awareness Program administered by the National Arborists Association.
2. Protection of overhead utilities. Tree trimming and removal operations may be conducted in areas where overhead electric, telephone and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operations.
3. The Contractor shall make arrangements with the utility company for removal of all necessary limbs and branches which may conflict with or create a personal injury hazard in conducting the operations called for in this contract. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility of the Contractor.

4. Protection of underground utilities. The Contractor shall be responsible for contacting the appropriate utility company for location of any underground utility services that are in the work area and could be damaged by the Contractor's operation. If the Contractor has properly contacted the utility in sufficient time (THREE WORKING DAYS) to arrange for location and protection of underground services, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility of the Contractor.
5. The Field Operations Senior Manager may inspect the work of the Contractor at any time and may suspend operations, if it is being performed in an unsafe or unsatisfactory manner, or not in accordance with contract specifications.

**F. Tree Trimming Conditions:**

1. Trimming/pruning will be done according to the latest revisions of the American National Standards Institute Z-133.1 (Safety Requirements for Pruning, Repairing, Maintaining, Removing Trees and for Cutting Brush), ANSI A300 Parts 1, 2, & 3 (Tree, Shrub, and Other Woody Plant Maintenance and made a part of these specifications by reference. The pruning class requirement for each tree will be decided by the City.
2. Elevation pruning to provide for pedestrian and vehicular clearance shall be done to provide clearance as directed by the City. Clearance heights shall be determined at a point over the sidewalk and at a lowest point of branch overhang over the street, to provide 8 feet and 14 feet respectively for several years.
3. All pruning cuts must be made in a manner that will not allow peeling or tearing of the bark (three-cut method).

**G. Unacceptable Trimming Practices:**

1. The following techniques are not acceptable for City tree maintenance:
  - a. Topping or pollarding – when a tree is severely pruned back to consist of one main trunk and a number of short lateral branch stubs.
  - b. Framing – a pruning technique which removes many of the inside branches and results in clusters of small branches at the ends of main branches, also known as lion tailing.
  - c. Rounding-over or shearing – when branches are trimmed to present a "sheared" appearance of the crown or just on top. This type of pruning places cuts along a branch (not necessarily at the base of the limb) and results in severe suckering.

**H. Tree Removal:**

1. Trees shall be removed in accordance with accepted industry standards and procedures and in accordance with the following minimum requirements;
  - a. Extreme care shall be taken so as to prevent limbs, branches, and trunks from falling and creating damage to adjacent homes, driveways, sidewalks, streets,

and other property, both public and private.

- b. Limbs, branches and free trunks shall be lowered to the ground through the use of ropes or other mechanical devices as necessary to prevent property damage. Felling of trees for removals may be performed provided it can be done in a safe, work like manner, without unduly obstructing traffic. Final responsibility for damage lies with the Contractor.
- c. At dangerous points throughout the work, the Contractor shall provide barricades, lights, and maintain proper conditions, which will protect the public from injury.

Tree trunks shall be cut to ground level. Stumps shall be removed to a depth of a minimum of eight inches (8") below grade, unless specified by the City. Stumps will be removed within 10 working days of the completion of tree removal. Stump debris will be removed and affected area will be leveled with topsoil and seeded with a three way blend of grass seed the same day as stump is removed. Any berm will be removed as will any large surface roots. Contractor is also responsible for the removal and disposal of any planting baskets.

I. **Storage of Equipment and Supplies:**

When not in use, equipment must be left at the Contractor's place of business, unless travel distance is excessive. In that case, the Contractor shall make private arrangements for local storage. Storage will not be provided by the City unless authorized by the City at the City's discretion.

J. **Removal of Private Trees**

Contractor shall be legally, and financially responsible for any and all restitution to private property owners for any private tree(s) removed or damaged. Contractor shall also reimburse City of Novi for **any** costs incurred by removal or damage of private tree(s).

K. **Clean Up**

- 1. Contractor shall at all times keep premises, public streets, and sidewalks free from an accumulation of waste material or rubbish caused by his employees or work, and at **completion of work day**, he will remove all his waste, excess material, rubbish, mud, straw from the walks, and equipment so as to leave sites neat, clean, and ready for purpose it was intended. Contractor is responsible for all debris removal and associated costs with site clean-up.
- 2. The City will not tolerate water contamination from any source. Water contamination by a contractor will be reported to appropriate authorities and at City's discretion the contract will be immediately terminated.

L. **Examination of Site**

- 1. Before commencing work under this contract, the Contractor shall examine the general condition of potential working sites relative to these specifications.



2. It shall be the Contractor's responsibility to report to the authorized City representative any deviations between these specifications and sites.

**M. Changes or Additional Work**

1. The City may, without invalidation of original contract, order such changes as may from time to time be deemed desirable or necessary. Extensions of completion time will be adjusted as necessitated by such changes.
2. Contractor shall bring to the attention of the City's representative any change, which may be necessitated. Any and all changes resulting in a price alteration must be submitted, in writing, to the Field Operations Senior Manager, along with a detailed estimate of cost of proposed change.
3. ALL CHANGES RESULTING IN A PRICE ALTERATION MUST BE APPROVED BEFORE SUCH WORK IS BEGUN.
4. ANY WORK PERFORMED WITHOUT CITY APPROVAL WILL BE AT CONTRACTOR'S EXPENSE.

**N. Guarantee**

Contractor shall guarantee that removal, pruning, disposal of wood and debris, stump removal, and site reclamations will be to the satisfaction of the City of Novi and in conformance with any local, state, and federal rules and regulations.

**O. Maintaining Traffic**

Traffic shall be maintained by Contractor throughout the project, in accordance with appropriate sections of 2003 MDOT Standard Specifications for Highway Construction, and any supplemental specifications.

Contractor shall coordinate this work with other contractors performing work within construction area or adjoining areas to avoid conflicts in maintenance of traffic, construction signing, and to provide for orderly progress of contract work.

Contractor shall not allow mud to be tracked onto any public roadway. Contractor shall cease working until weather conditions improve or will make provisions to remove mud from tires and tracks of his equipment prior to entering public roadways. If mud is accidentally tracked onto a public roadway, it will be removed immediately and Contractor shall take immediate measures to prevent a second occurrence.

At no time during progression of work shall Contractor block access to any hydrant, valve, or appurtenance of any public utility without consent of the Designated City Representative or specific utility company involved. Cost of maintaining traffic and all signs, barricades, temporary drives, and roadways will be included in proposed price.

P. Penalty Clause

Should City determine that the Contractor has not performed required services in a manner or time frame acceptable to the City, a City representative will notify the Contractor requiring the following responses from the date/time notice is delivered:

- a. 24 hours to contact the City and discuss problem(s)
- b. 48 hours to correct the situation, unless City states otherwise

Should Contractor fail to make corrections to City's satisfaction and/or in the required time frame, City crews or another contractor will correct the situation, and continue corrections until Contractor resumes his responsibilities or the contract is terminated. Invoiced amounts due Contractor shall be reduced at a rate of:

- c. If done by City Crews:
  - 1. Hourly labor rate - \$40.00/hr/man.
  - 2. Misc. vehicle rental rate - \$25.00/hr/vehicle
  - 3. Logging truck / lift - \$ 114.00/hr/piece of equipment
  - 4. Dump truck rate - \$20.00/hr/vehicle
  - 5. Tower Truck rate - \$42.00/hr/vehicle
  - 6. Chipper truck rate - \$39.00/hr/vehicle
  - 7. Brush chipper rate - \$20.00/hr/piece of equipment
  - 8. Stump chipper rate - \$114.00/hr/piece of equipment
  - 9. Loader - \$114.00/hr/piece of equipment
  - 10. Gasoline powered equipment rental rate - \$20.00/hr/piece
  - 11. General equipment rental rate - \$75.00 per day
  - 12. Disposal rate - \$15.00 / cubic foot
  - 13. Materials used will be invoiced at cost plus 50%
- d. If done by another contractor:
  - 1. Invoiced amount plus 50%.
- e. Repeats of same deficiency will be charged above rates plus an additional:
  - 1. 50% second time
  - 2. 100% third time
- f. Should there be insufficient invoiced amounts to cover penalties, Contractor shall be billed. Should the Contractor fail to pay the penalties the City will seek appropriate action for reimbursement, including forfeiture of Contractor's guarantee/bond.
- g. Each deficiency will be reviewed for possible termination of contract. The City of Novi reserves the right to terminate the contract upon 30 days written notice due to poor performance or for any reason deemed to be in its best interest.

Q. **Wood Chips**

1. Normally wood chips are to be removed from the City by Contractor except when specific quantities are requested.
2. These exceptions will include but are not be limited to:
  - a. Delivery to DPS Yard
  - b. Delivery to City Parks
3. Deliveries shall be made at no additional charge to the City and within 48 hours of request.
4. Contractor shall be responsible for removing any wood chips generated by the City of Novi at no additional equipment/labor/disposal cost to the City. Wood chips will be marshaled at the DPS Yard at 26300 Delwal.

R. **Logs**

1. Logs will be considered any wood larger than 16 inches in diameter and will be removed within 48 hours of tree being removed. If logs are left for this 48 hour duration they will be:
  - a. Safe from rolling causing property damage or physical harm.
  - b. Have safety barricades around them such as cones.
  - c. Not be left in the roadway for any length of time other than the removal process.
  - d. Not be placed on private property without written permission from property owner and notification to City Representative.
2. Contractor shall be responsible for removing any logs generated by the City of Novi that are stored at the DPS Yard at 26300 Delwal. Contractor shall be reimbursed for only hourly labor and equipment fees but not any additional disposal fees that may be incurred.

S. **Open Drain Tree Removal and Debris Removal**

1. Contractor shall follow the lop and scatter technique to felled and down trees when there is no reasonable access to the open drain.
  - a. Materials will be scattered throughout the area not to create a hazardous environment.
  - b. Bole will be bucked and oriented perpendicular to the contour of the berm.
  - c. Limbs with a large end diameter greater than four inches will be scattered and bucked such that limbs do not touch bole or other limbs and are oriented perpendicular to the contour.
  - d. All materials will be scattered to create as low fire risk as possible.
  - e. The scattered materials will not project higher than 12 inches above the ground.
2. Contractor shall coordinate with private property owner to gain access to drains in the rear of yards.

3. Whenever reasonable access is achieved Contractor shall remove all debris from site.
4. City Representative(s) will notify Contractor of the equipment and man power needed to complete the task.

T. **Payment**

Partial billings are acceptable, but not more frequently than every two weeks. Payment is made according to the actual services completed. Billing for work along any street shall not be made until Contractor completes all work on that street and must be detailed (i.e., addresses with site numbers). The City must perform a satisfactory inspection of the work prior to disbursing payment. When an inspection is done and the Contractor, as directed by the City, corrects all problems that may occur, payment will be rendered.

**COMPLETION SCHEDULE:**

**Work Item A – Tree Removal**

Completion schedule will be set in accordance with date each tree or group of trees is assigned, not to exceed 30 days.

**Work Item B – Stump Removal**

Stumps are to be removed within ten (10) working days of tree removal or as assigned.

**Work Item C – Block Pruning**

Completion schedule will be set in accordance with date each section is assigned and estimated number of trees, and size / maturity of the trees in that section is identified.

**Work Item D – General Service Request**

Unless otherwise agreed to by the City, individual service requests will be completed within ten (10) working days from date on the service request.

**Work Item E – Storm Damage Removal**

Storm Damage will be removed:

1. Road / driveway blockage – Within two (2) hours of request from City Representative.
2. Sidewalk blockage – within 48 hours of call out.
3. Per section – to be determined by the City based on severity of storm event.

**Work Item F – Open Drain Tree Removal and Debris Removal**

Unless otherwise directed by the City, individual service requests will be completed within ten (10) working days from date on the service request.





cityofnovi.org

**CITY OF NOVI**  
**FORESTRY SERVICES RFP**  
**PROPOSAL FORM**

We the undersigned as proposer, propose to furnish to the City of Novi, according to the specifications, terms, conditions and instructions attached hereto and made a part thereof.:

Work Item	Estimated Quantity	Description	Price Per Hour
<b>Work Item A</b> Tree Removal	200 Man Hours	Contractor to provide all labor and equipment necessary for removal and disposal of trees. This item does not include the additional equipment needed to remove logs greater than 16 inches in diameter and stumps.  <b>Typical Crew Size:</b> <u>  3  </u>	<b>Regular Time:</b> \$ <u>  105.32  </u> / Crew-Hour  <b>Overtime:</b> \$ <u>  139.30  </u> / Crew-Hour  <b>Holiday Time:</b> \$ <u>  173.27  </u> / Crew-Hour
<b>Work Item B</b> Stump Removal	300 Man Hours	Contractor to provide all labor, equipment and materials to perform stump removal/grinding, including site restoration.  <b>Typical Crew Size:</b> <u>  2  </u>	<b>Regular Time:</b> \$ <u>  76.25  </u> / Crew-Hour  <b>Overtime:</b> \$ <u>  97.39  </u> / Crew-Hour  <b>Holiday Time:</b> \$ <u>  118.53  </u> / Crew-Hour
<b>Work Item C</b> Block Pruning	2,000 Man Hours	Contractor to provide all labor, equipment and materials for pruning of trees in rights-of-way. Block pruning will be done on a square mile/section basis throughout the City.  <b>Typical Crew Size:</b> <u>  2  </u>	<b>Regular Time:</b> \$ <u>  87.00  </u> / Crew-Hour  <b>Overtime:</b> \$ <u>  113.78  </u> / Crew-Hour  <b>Holiday Time:</b> \$ <u>  140.55  </u> / Crew-Hour

<p><b>Work Item D</b> General Service Request</p>	<p>2,000 Man Hours</p>	<p>Contractor to provide all labor, equipment and materials for individual tree service requests from City representatives.</p> <p><b>Typical Crew Size:</b> <u>  3  </u></p>	<p><b>Regular Time:</b> \$ <u>  105.32  </u> / Crew-Hour</p> <p><b>Overtime:</b> \$ <u>  139.30  </u> / Crew-Hour</p> <p><b>Holiday Time:</b> \$ <u>  173.27  </u> / Crew-Hour</p>
<p><b>Work Item E</b> Storm Damage Removal</p>	<p>100 Man Hours</p>	<p>Contractor to provide all labor, equipment and materials to make an area affected by storm damage safe. This only includes work performed outside of regular working hours (overtime rate). Crews <b>must</b> be on the site of storm damage within two (2) hours of receipt of a City representative's request.</p> <p><b>Typical Crew Size:</b> <u>  3  </u></p>	<p><b>Overtime:</b> \$ <u>  139.30  </u> / Crew-Hour</p> <p><b>Holiday Time:</b> \$ <u>  173.27  </u> / Crew-Hour</p>
<p><b>Work Item F</b> Open Drain Tree Removal and Debris Removal</p>	<p>100 Hours</p>	<p>Contractor to provide all labor, equipment and materials to remove fallen or dangerous trees and woody debris from water courses, detention basins, rear yard drains, and other similar locations.</p> <p><b>Typical Crew Size:</b> <u>  3  </u></p>	<p><b>Regular Time:</b> \$ <u>  94.93  </u> / Crew-Hour</p> <p><b>Overtime:</b> \$ <u>  128.91  </u> / Crew-Hour</p> <p><b>Holiday Time:</b> \$ <u>  162.88  </u> / Crew-Hour</p>

**ESTIMATED QUANTITIES**

Quantities stated are estimated, not guaranteed and are for award purposes only.



cityofnovi.org

CITY OF NOVI  
FORESTRY SERVICES

PROPOSED HOURLY RATES – CONTINGENCY SERVICES

ITEM	RATES		
	Regular Rate	Overtime Rate	Holiday Rate
Labor – Certified Arborist	\$ <u>34.85</u> /Hour	\$ <u>48.79</u> /Hour	\$ <u>62.73</u> /Hour
Labor – Tree Man	\$ <u>32.09</u> /Hour	\$ <u>44.93</u> /Hour	\$ <u>57.76</u> /Hour
Labor – Stump Grinder Operator	\$ <u>32.09</u> /Hour	\$ <u>44.93</u> /Hour	\$ <u>57.76</u> /Hour
Labor – Ground Man	\$ <u>18.00</u> /Hour	\$ <u>25.20</u> /Hour	\$ <u>32.40</u> /Hour
Logging Truck with Operator	\$ <u>78.95</u> /Hour	\$ <u>92.89</u> /Hour	\$ <u>106.83</u> /Hour
Front End Loader with Operator	\$ <u>78.95</u> /Hour	\$ <u>92.89</u> /Hour	\$ <u>106.83</u> /Hour
Crane with Operator	\$ <u>cost + 10%</u> /Hour	\$ <u>cost + 10%</u> /Hour	\$ <u>cost + 10%</u> /Hour
Aerial Tower	\$ <u>13.50</u> /Hour		
Chipper	\$ <u>5.10</u> /Hour		
chip Dump Truck	\$ <u>9.00</u> /Hour		
Other:	\$ _____ /Hour	\$ _____ /Hour	\$ _____ /Hour
Other:	\$ _____ /Hour	\$ _____ /Hour	\$ _____ /Hour

This organization, Asplundh Tree Expert Co., shall perform Forestry Services and accept all terms and conditions of the Contract.

Company Name Asplundh Tree Expert Co.

Address 708 Blair Mill Road

City, State, Zip Willow Grove, PA 19090-1784

Telephone 215-784-4384 Fax 215-784-1308

Authorized Representative Christopher B. Asplundh, Jr., Sr. Vice President

Authorized Representative's Signature *Christopher B. Asplundh, Jr.*

Date 8/30/10

**CONTACT INFORMATION:**

Contact Name: Clyde Davis

24 Hr Phone Number: 313-350-2041

Cell Number: 313-350-2041

Hours of Operations: 24 hr./7 days/wk (M-F)

Pager Number: None

Email Address: Cdavis17@Asplundh.com





CITY OF NOVI

CONTRACTOR QUALIFICATIONS FORM  
FORESTRY SERVICES

Failure to answer all questions may result in the rejection of your proposal.

Firm Name: Asplundh Tree Expert Co.  
Address: 708 Blair Mill Road  
City: Willow Grove State: PA Zip: 19090-1784  
Telephone Number: 215-784-4384 Fax Number: 215-784-1308  
Representative's Name (please print): Clyde Davis  
Representative's Title: Supervisor  
Email Address: CDavis17@Asplundh.com

1. Type of Organization: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other \_\_\_\_\_

2. Firm established: 12/26/1945

3. If applicable, former firm name(s): N/A

4. Has any officer or partner of this organization owned or operated a company that declared bankruptcy during the last 10 years? No  Yes \_\_\_\_\_  
When: \_\_\_\_\_

Asplundh Region 48  
5. How many current full time employees? 15 Part-time employees? 1

6. Provide information relative to the experience your company has had working with municipalities. Please provide the names of municipalities where service was provided.

same as #10 References  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Provide information relative to the experience and financial capability of your company to carry out the terms of this contract.

Asplundh has been performing vegetation management work throughout the country for 82 years. We have sufficient financial capability to provide the manpower, equipment and services required for this contract.

8. Identify those in your firm who would be responsible, including on-site supervision for this project, and submit copies of their certifications (i.e., ISA arborist certification). Include educational background of principals and those who will be working on the project.

Clyde Davis, Supervisor  
Dave Holder, Arborist  
Dave Marshall, Journeyman II  
Rich Kippor, Woodsman  
William Landenberg, Arborist

9. How many clients does your company currently serve with the type of services described? Provide a list. Include additional sheets if necessary.

Asplundh services several hundred municipal customers throughout the country. A list of additional customers beyond those listed for item #10, is available upon request.

10. Please provide a list of client references (minimum of 3) other than the City of Novi. Include name, address, phone number and contact person. Please include any municipalities (or other governmental agencies) that you worked for.

Company City of Wyandotte  
Address 3005 Biddle Ave., Wyandotte, MI 48192  
Phone 734-250-0915 Contact name Jerry Kupster



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15. Provide a description of your company's philosophy (including what standards you use) relative to proper forestry services.

Our aim is to provide every customer, regardless of size of contract, with professional, safe, and cost effective forestry services.

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16. We are able to meet or exceed the Completion Schedule timelines as specified in the General Specifications (Page 17 of 39). Yes   X   No       

17. We have included a list of comparable projects (in detail) as required in the specifications. Yes   X   No       

**SITE INSPECTION:**

It is recommended that proposers familiarize themselves with the existing conditions in Novi. If a proposer does not make a site inspection, that proposer accepts full responsibility and risk for any errors or omissions in his/her proposal.

( X ) Our company inspected the City's urban forest.

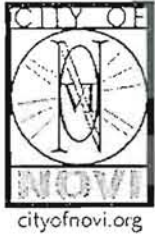
( ) Our company did not visit the City of Novi.

**THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:**

Authorized Company Representative (please print): Christopher B. Asplundh, Jr.

Authorized Representative's Signature:   
Sr. Vice President

Date 8/30/10



**CITY OF NOVI  
INSURANCE REQUIREMENTS  
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
  - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
  - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
  - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
  
2. **All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City.**

The language in the Cancellation section should read as follows:

"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.

3. All policies shall name the City of Novi, its officers, agents and employees as additional insured. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 West Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.
  
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.





**CITY OF NOVI**  
**FORESTRY SERVICES**  
**ADDENDUM #1**

**INTENT:** This addendum has been issued to modify and/or interpret the original specifications for the bid/RFP named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

**RESPONSE:** The Contractor shall verify receipt of this Addendum in the Bid Proposal Form.

**CONTENTS:** Included in this Addendum is one (1) page of written addenda plus one (1) page consisting of the sign-in sheet from the mandatory pre-proposal meeting.

**CLARIFICATIONS:**

The following information regarding the City's street trees was obtained from the Novi Tree Inventory Management Plan from August 2006:

- There are 51 genera and 104 represented in the inventory. These inventoried trees are broken down into the following major percentages:
  - 30.63% Maple
  - 9.56% Linden
  - 7.16% Honeylocust
  - 6.44% Oak
  - 4.94% Pear
  - 4.88% Sweetgum
  - 3.89% Tuliptree
  - 3.49% Sycamore
  - 2.92% Japanese Zelcova
  
- The inventoried tree population has high percentages, 79.18% and 20.63%, respectively, of small and medium sized trees. Small trees, which are six inches and less in diameter, represent 79.18% of the total tree population, 20.63% of the trees are medium sized (7-24 inches in diameter), and 0.19% of the trees are large sized (25 inches and greater in diameter).

Sue Moranti  
Purchasing Manager

Notice dated: August 26, 2010

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
8/30/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place, Suite 1000 Philadelphia, PA 19103	<b>CONTACT NAME</b> PHONE (A/C No. Ext): 215-255-2000      FAX (A/C. No): 215-255-1886	
	<b>E-MAIL ADDRESS:</b>	
	<b>PRODUCER CUSTOMER ID #:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> LIBERTY MUTUAL FIRE INSURANCE COMPANY	
<b>INSURED</b> Asplundh Tree Expert Co. 708 Blair Mill Road Willow Grove, PA 190901784  Region Code: 048	<b>INSURER B:</b>	
	<b>INSURER C:</b> LIBERTY INSURANCE CORPORATION	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 2144954470      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVO	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Broad Form Contractual <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TB2-631-004328-030	8/1/2010	8/1/2011	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input checked="" type="checkbox"/>	AS2-631-004328-050  AS1-631-004328-180(VI)	8/1/2010	8/1/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
C	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input type="checkbox"/>	WA7-63D-004328-010  WC7-631-004328-020  WA7-63D-004328-570	8/1/2010	8/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 City of Novi is listed as additional insured as required by written agreement but only according to policy terms, conditions and exclusions for liability arising from operations performed by or on behalf of the named insured.

<b>CERTIFICATE HOLDER</b> City of Novi 45175 W. Ten Mile Road Novi, MI 48375	<b>CANCELLATION:</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> <i>Aon Risk Services Central, Inc.</i>



COPY

MUNICIPAL DIVISION

708 BLAIR MILL ROAD, WILLOW GROVE, PA 19070 • PHONE: 215-784-4384 • FAX: 215-784-1308 • 800-248-8733

August 31, 2010

Ms. Sue Morianti  
Purchasing Manager  
City of Novi  
45175 W. Ten Mile Road  
Novi, MI 48375-3024

Dear Ms. Morianti:

Over the course of 82 years of service in the field of vegetation management, Asplundh crews have been providing governmental agencies and investor-owned utilities with both routine and emergency tree maintenance services nationwide. In addition to tree pruning, brush cutting, and tree removal, we also perform chemical and mechanical right-of-way maintenance, as well as a host of additional services which you'll find outlined in our comprehensive service brochure.

However, more important than the range of services we provide is the quality, reliability, and cost effectiveness Asplundh crews bring to your community. Below I've outlined the features of Asplundh's municipal line clearance program that have helped us out-distance our competitors.

**A. Employee Certification**

Asplundh has developed an employee certification program that exceeds all Federal OSHA requirements, including the General Industry Standard 1910.269 for utility line clearance. Our program consists of a multi level test, for each job classification ranging from ground man to foreman. Each employee is tested to verify proficiency. Upon successful completion of the program, Asplundh certifies its employees to be in compliance with all applicable federal regulations, thereby ensuring another level of quality to our customers.

In addition, each employee is trained to perform tree pruning and removal, as well as other vegetation management activities in accordance with the latest revision of the ANSI A300 Standard for Tree Care Operations.

**B. Safety**

Safe operations are of paramount importance to Asplundh. All Asplundh employees are subject to stringent safety standards and attend mandatory weekly safety meetings. A full-time safety department with a staff of inspectors conducts periodic safety audits of each field manager's operation throughout the country, to ensure compliance with company safety policies, record keeping and OSHA regulations.

All Asplundh employees are required to undergo Red Cross First Aid and CPR training and are subject to drug and alcohol testing.

**C. Innovative and Reliable Equipment**

Asplundh has a long tradition of developing and utilizing equipment, and of efficiently maintaining a high quality fleet. We have available a large variety of routine and specialized pieces of equipment to meet all of City of Novi's needs. Furthermore, we are constantly seeking new ways to improve productivity and lower costs through the latest advances in equipment technology.

**D. Storm Emergency Service**

All Asplundh employees understand the importance of their role in the event of a storm emergency. Having been involved in the clean-up phase of nearly every major storm throughout the United States and Canada over the past 80 years, we have learned a great deal about working safely and efficiently under the most adverse conditions.

**E. Support Services**

Asplundh Municipal and Technical Services are full service field support units. Located at the Asplundh corporate headquarters, they are available to assist customers and field personnel in the development of municipal tree maintenance programs, herbicide use, specialized training workshops, applied research and development, and wood waste management, at no additional cost to you.

**F. References**

We are happy to provide you with the attached list of past and current customers for your review. Please feel free to call any of the names listed to find out more about the quality of our work under both normal and storm conditions.

Our goal has always been to provide the City of Novi with the safest, most cost effective vegetation management services.

Please feel free to contact me should you have any questions or need further information.

Sincerely,



Peter H. Fengler  
Manager

**EQUIPMENT LIST:**

Split Dump  
Pickup 4X4  
55' Lift  
12" Drum Chipper  
Self Feed Disk Chipper  
70' Lift  
Bobcat w/attachment & truck w/trailer  
Pickup 2X4  
Saws  
Backyard Lift (all terrain)  
9 Ton Trailer  
Stump Grinder  
Stumper Material/dirt-seed

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