



CITY of NOVI CITY COUNCIL

**Agenda Item 2
November 24, 2014**

SUBJECT: Approval to award a unit price 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 \$123,000.

SUBMITTING DEPARTMENT: Department of Public Services – Field Operations Division *R.H.* M.V.

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 123,000 (Estimated)
AMOUNT BUDGETED	\$ 125,000 (101-442.20-941.000 \$ 500) (101-442.20-941.200 \$ 500) (101-442.20-866.208 \$16,000) (101-442.20-866.265 \$ 2,000) (101-442.20-866.301 \$ 500) (101-442.20-866.337 \$ 500) (202-202.00-866.040 \$10,000) (203-203.00-866.040 \$85,000) (204-204.00-866.040 \$ 5,000) (210-211.00-875.040 \$ 5,000)
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	101-442.20-941.000 Grounds Maintenance – City Owned Lots 101-442.20-941.200 Cemetery Maintenance 101-442.20-866.208 Routine Maintenance / Parks 101-442.20-866.265 Routine Maintenance / Civic Center 101-442.20-866.301 Routine Maintenance / Police 101-442.20-866.337 Routine Maintenance / Fire 202-202.00-866.040 Routine Maint – Forestry Maintenance 203-203.00-866.040 Routine Maint – Forestry Maintenance 204-204.00-866.040 Routine Maint – Forestry Maintenance 210-211.00-875.040 Detention Basin Maint – Forestry Maint

BACKGROUND INFORMATION:

The Department of Public Services is responsible for the maintenance of over 32,000 street and park trees. Each season DPS works closely with the Department of Community Development to help identify new planting sites, and to manage the growing urban forest. Novi's urban forest has earned the designation of *Tree City USA* for the past 22 years by the National Arbor Day Foundation by demonstrating exemplary planting, maintenance, and educational activities.

In October 2010, the City of Novi privatized forestry services for an estimated annual cost of \$183,000. The services solicited were tree removal, stump removal, block pruning, general service requests, storm damage removal, open drain tree removal, and debris removal. Prior to contracting-out the service, the City of Novi spent approximately

\$232,350 annually using in-house labor and equipment to perform similar services. By privatizing this service, the City originally estimated an initial overall savings of \$49,350 (\$232,350 minus \$183,000) annually.

The table below demonstrates the actual financial savings realized since the contract was first awarded when compared to the \$232,350 in annual expenditures at the time the City last performed these services with in-house staff in 2010. In FY 11/12, a savings of \$90,120 was recorded; in FY 12/13 there was a savings of \$100,910, and finally in FY 13/14 \$117,962 was saved over the estimated cost of using in-house crews.

	FY 11/12	FY 12/13	FY 13/14
Expenditures	\$142,230	\$131,440	\$114,388
Savings	\$90,120	\$100,910	\$117,962

The savings associated with privatizing the service has been much larger than anticipated and is attributed to proactively removing hazardous trees before they fall and the implementation of a five-year pruning schedule, as discussed in the attached memorandum from April 2014, which provides a comprehensive overview of the City's urban forestry operations.

Two bids were received and opened on September 3, 2014 following a public bid solicitation period. The lowest bidder is Asplundh Tree Expert Company (Asplundh). Asplundh's bid is recommended as being in the best interest of the City as it is responsive (i.e., Asplundh has complied with all the requirements of the bidding instructions) and it is the lowest price.

Although the total extended bid price from Asplundh is lowest at \$176,022, it assumes that all of the work items listed would be used up to the work quantities estimated. Because of the downward trend in forestry-related expenditures described above, awarding a contract amount with a price that averages the costs from each of the past two fiscal years would better represent the actual scope of work to be performed over the next 12 months. Therefore, a contract price of \$123,000 (the average of FY 12/13 at \$131,440 and FY 13/14 at \$114,388) better falls in line with the project scope. Asplundh Tree Expert Company is the incumbent firm and has satisfactorily completed these services for the City of Novi since 2010.

RECOMMENDED ACTION: Approval to award a unit price 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 \$123,000.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Markham				

	1	2	Y	N
Council Member Mutch				
Council Member Poupard				
Council Member Wrobel				

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

	Estimated Man Hours	Asplundh			Professional Tree Care		
		Typical Crew Size	Per Crew Hour	Estimated Total Annual	Typical Crew Size	Per Crew Hour	Estimated Total Annual
A. Tree Removal							
Regular Time	400	3	121.29	16,172.00	3	120.00	16,000.00
Overtime		3	155.56		3	135.00	
Holiday Time		3	155.56		3	135.00	
B. Stump Removal							
Regular Time	400	2	94.38	18,876.00	1	52.75	21,100.00
Overtime		2	96.38		1	52.75	
Holiday Time		2	96.38		1	52.75	
C. Block Pruning							
Regular Time	2000	2	98.83	98,830.00	2	98.75	98,750.00
Overtime		2	125.00		2	125.25	
Holiday Time		2	125.00		2	125.25	
D. General Service Request							
Regular Time	700	3	121.29	28,301.00	2	98.75	34,562.50
Overtime		3	155.56		2	125.25	
Holiday Time		3	155.56		2	125.25	
E. Storm Damage Removal							
Overtime	100	2	155.56	7,778.00	2	125.25	6,262.50
Holiday Time		2	155.56		2	125.25	
F. Open Drain/Debris Rem.							
Regular Time	100	2	121.29	6,064.50	2	98.75	4,937.50
Overtime		2	155.56		2	125.25	
Holiday Time		2	155.56		2	125.25	
TOTAL ANNUAL				176,021.50			181,612.50
CONTINGENCY SERVICES							
			Hourly Rate			Hourly Rate	
Labor - Certified Arborist							
Regular Rate			39.10			25.00	
Overtime Rate			53.85			37.50	
Holiday Rate			53.85			37.50	
Labor - Tree Man							
Regular Rate			38.57			20.00	
Overtime Rate			53.09			30.00	
Holiday Rate			53.09			30.00	
Labor-Stump Grinder Operator							
Regular Rate			31.80			18.00	
Overtime Rate			42.35			27.00	
Holiday Rate			42.35			27.00	
Labor - Ground Man							
Regular Rate			25.36			15.00	
Overtime Rate			34.14			22.50	
Holiday Rate			34.14			22.50	
Logging Truck w/ Operator			Hourly Rate			Hourly Rate	

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

		Asplundh		Professional Tree Care	
Regular Rate		85.79		75.00	
Overtime Rate		105.14		75.00	
Holiday Rate		105.14		75.00	
Front End Loader w/Operator					
Regular Rate		85.79		55.00	
Overtime Rate		105.14		55.00	
Holiday Rate		105.14		55.00	
Crane w/Operator					
Regular Rate		Cost + 10\$%		150.00	
Overtime Rate		10%		200.00	
Holiday Rate		10%		200.00	
Aerial Tower		21.94		40.00	
Chipper		6.50		20.00	
Dump Truck		15.61		15.00	
Other: Skid Steer w/Grapple					
Regular Rate				40.00	
Overtime Rate				40.00	
Holiday Rate				40.00	
Other: Whole Tree Chipper					
Regular Rate		35.23			
Overtime Rate		N/A			
Holiday Rate		N/A			
Addendum Acknowledged?		No		Yes	

MEMORANDUM



TO: VICTOR CARDENAS, INTERIM CITY MANAGER
FROM: JOHN THOMPSON, PARKS & FORESTRY
ASSET MANAGER
DAVID BESCHKE, LANDSCAPE ARCHITECT
SUBJECT: FY2013/2014 FORESTRY OPERATIONS
DATE: APRIL 16, 2014

To: Mayor & Council:

FYI

via

Overview

The Departments of Community Development and Public Services are jointly responsible for the planting, care, and maintenance of over 32,000 street and park trees. Through the combined efforts of David Beschke, Landscape Architect, and John Thompson, Parks and Forestry Asset Manager, the City's urban forest continues to grow and provide numerous benefits to residents of the community. This memorandum discusses the status of City-wide tree planting and forestry services, and summarizes key completed and upcoming activities related to the City's forestry program in 2013-14.

Tree Planting

City Landscape Architect David Beschke is leading the 2014 spring planting program with the assistance from John Thompson. Funding for yearly plantings has a budget of \$120,000 which is financed through the City's Tree Fund. The Tree Fund is provided through payments by developers who cannot fully replant on their project sites.

Staff maintains and regularly updates a Five Year Tree Planting Plan as a running guide for City-wide plantings on roads, City facilities and parks. Each year the City bids out two planting contracts (spring and fall seasons). In past years all goals set under the plan have been met or exceeded. The plan for spring 2014 includes the planting of approximately 320 trees. Street tree planting locations will be widespread throughout the City, typically in areas of newly completed homes. In addition, plantings are planned along major roadways to beautify the City streets. Locations include a mile of roadside along Taft and a mile along Eleven Mile. Previous roadside plantings have been maturing over the years and have had a positive impact on roadside aesthetics and the environment.

This spring season extensive plantings are also planned at Brookfarm Park and Lakeshore Park. The City's new Pavilion Shore Park on the south shore of Walled Lake will receive a wide range of plantings for residents to enjoy. Finally, plantings will be added in Lakeshore Park as part of the annual Arbor Day festivities and community outreach.

Tree Maintenance

Newly planted trees are covered by a two-year warranty period. Trees failing within the first year are replaced and then reviewed again one year later. A maintenance bond is held for the two-year period. The City of Novi is also proactively engaged in a cyclical tree pruning program. This program is based on tree growth and is best suited to manage a multi-aged urban forest. Tree pruning is crucial for the overall health and longevity of publicly-owned trees, and is typically conducted during the fall and winter months when trees are dormant. Potentially serious problems are avoided with proper pruning because trees are closely inspected for hazards and dead, broken or defective limbs that subsequently get removed as part of the process.



The subdivisions pruned this winter were as follows: Meadowbrook Glens, Dunbarton Pines, Walden Woods, Lochmoor Village, Abbey Hills Bristol Corners West, Bristol Corners North, Bristol Corners South, Simmons Orchard, Roma Ridge, and Briarwood of Novi. This table summarizes the City's pruning productivity over the past three calendar years, including year to date:

Trees Pruned Per Year	2011	2012	2013	2014 YTD
Residential	5911	3252	3832	3435
Parks/Sidewalks	509	1817	342	112
Major Roads/Medians	211	1078	87	-
Total	6631	6147	4261	3547

The fluctuation in annual pruning totals is due to the uneven age distribution of trees in the City's urban forest. Younger trees require shorter periodic pruning cycles for developing tree structure and vertical clearance. Mature trees can withstand longer periods between pruning cycles because vertical clearances have been established and are pruned with the focus on problematic branches and removing dead wood. Fluctuation in pruning numbers occurs between the different categories due to the priority of public safety and standards that need to be maintained. A pruning map (see attachment 1) has been developed as a foundation for the next five-year pruning rotation. This map will allow the residents to know when to expect their subdivision to be pruned, which we plan to post on the city web site.

Asset Management Software

The City's forestry asset management history is tracked in an online database known as TreeKeeper, established in 2006. TreeKeeper contains 32,547 geocoded sites used as a management tool to assist with keeping an accurate tree inventory and scheduling tree maintenance work. As part of the 2013-2014 budget years, staff has transitioned

all forestry assets into the centralized Cityworks asset management program (aka NEAMS, which stands for Novi Asset Management System). This program currently tracks maintenance functions for roads, drains, non-motorized transportation facilities, and water and sewer assets. The transition to GIS is complete and all tree sites now in NEAMS can be shared with all users. A test system has been configured. Training for the new system is scheduled in April with Go Live on April 28th. The continual updating of the tree inventory will then be done using the GPS technology.

Urban Forestry

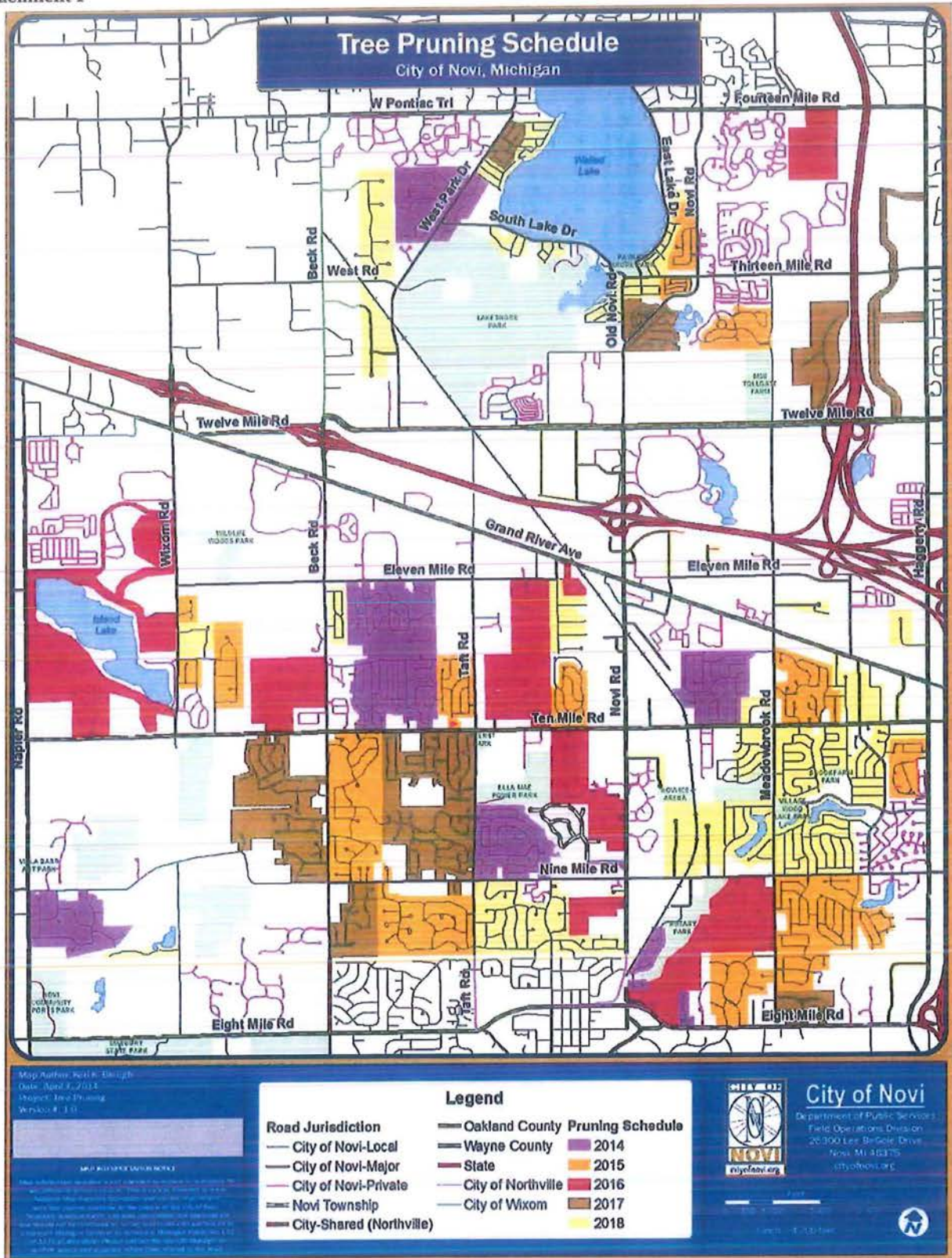
Over the past 22 years the City of Novi has earned the designation of Tree City USA by the National Arbor Day Foundation. Tree City USA is a program that recognizes communities that have proven their commitment to an effective, ongoing community forestry program. To become a *Tree City USA* recipient, a community must meet four criteria: 1) A tree board or department, 2) A tree care ordinance, 3) A comprehensive community forestry program, and finally, 4) An Arbor Day observance. DPS recently received the news of our pending 22nd *Tree City USA* designation was approved March 24th. This year's Arbor Day Proclamation is slated to be signed at the City Council meeting April 22nd.

Summary

DPS's Field Operations Division and the Department of Community Development remain actively engaged in multiple facets of urban forest management. Staff is continuously busy responding to resident service requests and questions while proactively maintaining the City's maturing urban forest. In addition, DPS actively works with Community Development in many related duties, such as assisting Ordinance staff with the process of hazard tree removals, and planning the spring and fall planting schedule. By working collaboratively, staff members from these two departments maximize production without increasing costs to the taxpayers. It remains a mutual goal to continue to nurture the City's urban forest and further enhance the natural beauty of the community.

Please feel free to contact us at any time with any questions, comments or concerns in regard to this memorandum.

cc: Rob Hayes Public Services Director/City Engineer
Charles Bullard Community Development Director
Barb McBeth Deputy Community Development Director
Matt Wiktorowski Field Operation Senior Manager
Jason Mangum Director of Parks, Recreation, and Cultural Services



CONTRACT FOR FORESTRY SERVICES

THIS CONTRACT FOR SERVICES ("Contract"), shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and Asplundh Tree Expert Co., whose address is 708 Blair Mill Road, Willow Grove, PA 19090-1784, (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 November 25, 2014 and end on November 24, 2015. Upon mutual consent of the Client and the Contractor, the contract may be renewed three (3) 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 Bid 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 after receipt of an itemized billing/invoice from Contractor detailing all materials provided and work which has been 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. Such payments will be made pursuant to City policy and approval by City Council.

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 A, 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 A.

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.

- 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:

Client: City Manager Peter E. Auger and City Clerk Maryanne Cornelius
Contractor: Douglas L. Gober, Vice President

- 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 AND DATES
OF SIGNATURES:**

CITY OF NOVI (Client)

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Maryanne Cornelius
Its: Clerk

**WITNESS AND DATES
OF SIGNATURES:**

ASPLUNDH TREE EXPERT CO.

Date: _____

By: Douglas L. Gober
Its: Vice President



CITY OF NOVI
FORESTRY SERVICES RFP
BID FORM

We, the undersigned as bidder, 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
Work Item A Tree Removal	400 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. Typical Crew Size: <u> 3 </u>	Regular Time: \$ <u>121.29</u> / Crew-Hour Overtime: \$ <u>155.56</u> / Crew-Hour Holiday Time: \$ <u>155.56</u> / Crew-Hour
Work Item B Stump Removal	400 Man Hours	Contractor to provide all labor, equipment and materials to perform stump removal/grinding, including site restoration. Typical Crew Size: <u> 2 </u>	Regular Time: \$ <u>94.38</u> / Crew-Hour Overtime: \$ <u>96.38</u> / Crew-Hour Holiday Time: \$ <u>96.38</u> / Crew-Hour
Work Item C 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. Typical Crew Size: <u> 2 </u>	Regular Time: \$ <u>98.83</u> / Crew-Hour Overtime: \$ <u>125.00</u> / Crew-Hour Holiday Time: \$ <u>125.00</u> / Crew-Hour

<p><u>Work Item D</u> General Service Request</p>	<p>700 Man Hours</p>	<p>Contractor to provide all labor, equipment and materials for individual tree service requests from City representatives.</p> <p>Typical Crew Size: <u> 3 </u></p>	<p>Regular Time: \$ <u> 121.29 </u> / Crew-Hour</p> <p>Overtime: \$ <u> 155.56 </u> / Crew-Hour</p> <p>Holiday Time: \$ <u> 155.56 </u> / Crew-Hour</p>
<p><u>Work Item E</u> 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 must be on the site of storm damage within two (2) hours of receipt of a City representative's request.</p> <p>Typical Crew Size: <u> 2-3 </u></p>	<p>Overtime: \$ <u> 155.56 </u> / Crew-Hour</p> <p>Holiday Time: \$ <u> 155.56 </u> / Crew-Hour</p>
<p><u>Work Item F</u> 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>Typical Crew Size: <u> 2-3 </u></p>	<p>Regular Time: \$ <u> 121.29 </u> / Crew-Hour</p> <p>Overtime: \$ <u> 155.56 </u> / Crew-Hour</p> <p>Holiday Time: \$ <u> 155.56 </u> / Crew-Hour</p>

ESTIMATED QUANTITIES

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



CITY OF NOVI
FORESTRY SERVICES

HOURLY RATES – CONTINGENCY SERVICES

ITEM	RATES		
	Regular Rate	Overtime Rate	Holiday Rate
Labor – Certified Arborist	\$ 39.10 /Hour	\$ 53.85 /Hour	\$ 53.85 /Hour
Labor – Tree Man	\$ 38.57 /Hour	\$ 53.09 /Hour	\$ 53.09 /Hour
Labor – Stump Grinder Operator	\$ 31.80 /Hour	\$ 42.35 /Hour	\$ 42.35 /Hour
Labor – Ground Man	\$ 25.36 /Hour	\$ 34.14 /Hour	\$ 34.14 /Hour
Logging Truck with Operator	\$ 85.79 /Hour	\$ 105.14 /Hour	\$ 105.14 /Hour
Front End Loader with Operator	\$ 85.79 /Hour	\$ 105.14 /Hour	\$ 105.14 /Hour
Crane with Operator	cost + \$ 10% /Hour	OT cost \$ + 10% /Hour	OT cost \$ + 10% /Hour
Aerial Tower	\$ 21.94 /Hour		
Chipper	\$ 6.50 /Hour		
Dump Truck	\$ 15.61 /Hour		
Other: Whole Tree Chipper	\$ 35.23 /Hour	\$ N/A /Hour	\$ N/A /Hour
Other:	\$ _____ /Hour	\$ _____ /Hour	\$ _____ /Hour

We acknowledge the following addenda: None
(please indicate numbers)

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

NON-IRAN LINKED BUSINESS

By signing below, I certify and agree on behalf of myself and the company submitting this bid the following: (1) that I am duly authorized to legally bind the company submitting this bid; and (2) that the company submitting this bid is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this bid will immediately comply with any further certifications or information submissions requested by the City in this regard.

This bid is submitted by:

Company Name Asplundh Tree Expert Co.

Address 708 Blair Mill Road

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

Telephone 215-784-4333 Fax 215-784-1308

Authorized Representative Douglas L. Gober, Vice President

Authorized Representative's Signature 

Date 9/15/14



CITY OF NOVI

CONTRACTOR QUALIFICATIONS FORM
FORESTRY SERVICES

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

Firm Name: Asplundh Tree Expert Co.
Address: 708 Blair Mill Road
City: Willow Grove State: PA Zip: 19090-1784
Telephone Number: 215-784-4333 Fax Number: 215-784-1308
Representative's Name (please print): Glyde 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 X Yes _____
When: _____

5. How many current full time employees? 250 Part-time employees? 0

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 86 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 - Pesticide, ISA Certified (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 see attached list
Address _____
Phone _____ Contact name _____

ASPLUNDH TREE EXPERT CO.
REFERENCES AND CURRENT CONTRACTS FOR MUNICIPAL WORK IN STATE OF MICHIGAN
2011

REFERENCES	
CITY OF DEARBORN	
1.) CITY OF DEARBORN	
CONTACT - FRANK JASTERBEK - FORESTER	
PHONE - 313-318-5003	
CITY OF NOVI	
2.) CITY OF NOVI	
CONTACT - JOHN THOMPSON	
PHONE - 248-347-0401	
CITY OF WYANDOTTE	
3.) CITY OF WYANDOTTE	
CONTACT - ROD LESKO	
734-324-7152	

Company _____
Address _____
Phone _____ Contact name _____

Company _____
Address _____
Phone _____ Contact name _____

11. Provide an Equipment List that will be on site and available for use by the crew performing each work item. Attach additional sheets, if necessary.

see attached list

12. Please identify which professional organizations your company is a good standing member of: (please check all that apply)

- | | |
|--|--|
| <input checked="" type="checkbox"/> International Society of Arboriculture | <input checked="" type="checkbox"/> Tree Care Industry Association |
| <input type="checkbox"/> Arboricultural Society of Michigan Association | <input type="checkbox"/> Michigan Green Industry |

13. Based on your current resources, are you available to provide timely forestry services for the quantity of trees identified within the timeframe allocated? Please explain.

Yes. We have worked for the City of Novi, MI for the last three years.

14. Do you plan to use subcontractors? If so, identify proposed subcontractors. No

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.

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 bidders familiarize themselves with the existing conditions in Novi. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid.

- (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): Douglas L. Gober, Vice President

Authorized Representative's Signature: 

Date 9/15/14

Available equipment list
Asplundh Tree Expert Co.
GMC top kick Split Dump
GMC pickup (4X4)
55' Lift GMC terex telelect
wood chuck 12" Drum Chipper
woodchuck 12" Self Feed Disk Chipper
GMC 5 yard dump truck
Bobcat w/Attach & trk w/trailer-wood haul
GMC XT-cab Pick-Up (2x4)
Saws and necessary hand tools
9 Ton Trailer dual axle tandem
Stump grinder vermeer tx-sc-50



NOTICE - CITY OF NOVI
INVITATION TO BID

FORESTRY SERVICES

The City of Novi will receive sealed bids for **Forestry Services** according to the specifications of the City of Novi.

A mandatory pre-bid meeting will be held **Wednesday, September 3, 2014 promptly at 10:00 A.M.** at the Novi Civic Center, 45175 Ten Mile Rd., Novi, MI 48375.

Sealed bids will be received until **2:00 P.M.** prevailing Eastern Time, **Wednesday, September 17, 2014**, at which time bids will be opened and read. Bids shall be addressed as follows:

**CITY OF NOVI
CITY CLERK'S OFFICE
45175 Ten Mile Rd.
Novi, MI 48375-3024**

All bids must be signed by a legally authorized agent of the bidding firm.
ENVELOPES MUST BE PLAINLY MARKED

"FORESTRY SERVICES BID"

AND MUST BEAR THE NAME OF THE BIDDER.

The City reserves the right to accept any or all alternative bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Sue Morianti
Purchasing Manager

Notice dated: August 25, 2014

NOTICE TO BIDDERS:

The City of Novi officially distributes itb documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bidding documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain ITB documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.



CITY OF NOVI
FORESTRY SERVICES
INSTRUCTIONS TO BIDDERS

This bid is issued by the Purchasing Office of the City of Novi.

IMPORTANT DATES

Bid Issue Date	August 25, 2014
Mandatory Pre-Bid Meeting	Wednesday, September 3, 2014 at 10:00 A.M. Novi Civic Center 45175 Ten Mile Rd. Novi, MI 48375
Last Date for Questions	Wednesday, September 10, 2014 by 12 P.M. Submit questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Wednesday, September 17, 2014 by 2:00 P.M.
Contract start date	November 9, 2014

MANDATORY PRE-BID MEETING

The mandatory pre-bid meeting begins promptly at the time listed above and will be closed thereafter to latecomers. It is the vendor's responsibility to take traffic, weather, etc. into consideration in order to arrive at the pre-bid meeting on time.

BID SUBMITTALS

Provide **four (4)** copies of your bid, **one (1)** unbound signed and clearly marked as ORIGINAL, and **three (3)** copies of the original bid, clearly marked as COPY. Original bid may be clipped but should not be stapled or bound. Copies may be stapled and bound. The original and copies should be identical, excluding the obvious difference in labeling. No other distribution of the bid will be made by the Contractor. Bid must be signed by an official authorized to bind the Contractor to its provisions.

FAILURE TO SUBMIT PRICING ON THE BID FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

CHANGES TO THE ITB/ADDENDUM

Should any prospective Bidder be in doubt as to the true meaning of any portion of the Invitation to Bid, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the specified person by

the date listed above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the RFP and shall be taken into account by each bidder in preparing their bid. Only written addenda are binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered. The City reserves the right to accept any or all alternative bids and to award the contract to other than the lowest bidder, waive any irregularities or informalities or both, to reject any or all bids, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi.

After contract award, a summary of total price information for all submissions will be posted on the MITN website at www.mitn.info.

SUBMISSION OF BIDS

Bids must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of RFP. Failure to do so may result in a premature opening or failure to open such bid.

To be considered, sealed bids must arrive at the location specified and date & time specified. There will be no exceptions to this requirement. Contractors mailing bids should allow ample time to ensure the timely delivery of their bids. Bids received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected bids.

Bids must be clearly prepared and legible and must be signed by an Officer of the submitting Company on the enclosed form. Bids must show unit and total prices. **ANY CHANGES MADE ON BID FORMS MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.**

A bid may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Bidders are expected to examine all specifications and instructions. Failure to do so will be at the bidder's risk.

Failure to include in the bid all information requested may be cause for rejection of the bid.

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unit prices shall be submitted if space is provided on bid form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is not provided.

EXCEPTIONS

The City will not accept changes or exceptions to the RFP documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the bid form. If Contractor neglects to make the notation on the bid form but writes it somewhere else within the RFP documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the RFP documents will be applicable during the term of the contract.

GENERAL CONDITIONS

SHIPPING/HANDLING CHARGES

All bid pricing is to be F.O.B. destination.

TAX EXEMPT STATUS

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful bidder will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

NON-DISCRIMINATION

In the hiring of employees for the performance of work under this contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF BID CONTENT

Should a contract ensue, the contents of the bid of the successful Bidder may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto.

This means that any informational material submitted as part of this RFP is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward and concise description of the contractor's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid. The City of Novi is not liable for any costs incurred by bidders prior to issuance of a contract.

INDEPENDENT PRICE DETERMINATION

By submission of a bid, the offerer certifies, and in case of a joint bid, each party hereto certifies as to its own organization, that in connection with the bid:

- (a) The prices in the bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any other Competitor; and
- (b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

Each person signing the bid certifies that:

- (c) He is the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the bid and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) He is not the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the bid but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A bid will not be considered for award if the sense of the statements required in the bid has been altered so as to delete or modify the above.



CITY OF NOVI
INVITATION FOR BIDS
FORESTRY SERVICES

GENERAL SCOPE OF SERVICES

The City of Novi is soliciting bids 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 bids 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 bid, the bidder selected for contract award will be chosen on the basis of provision of the greatest benefit to the City, as demonstrated in the bid by:

A. Experience/Qualifications

Bidder 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

Bidder 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

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

D. References

Bidder 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

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

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products/services. The contract period will be for one (1) year. Upon mutual consent of the City of Novi and the successful bidder, the contract may be renewed three (3) times in one (1) year increments at the same terms and conditions of the original contract.

BID SURETY/PERFORMANCE SURETY

A cashier's check, certified check, or money order in the amount of \$5,000 must accompany the bid to insure the bid. **Bid Bonds are not acceptable.** The top three bidders will have their bid surety returned after the bid award. All other bidders will have their bid deposits returned after the bid has been opened for at least 72 hours. The bid surety of the successful bidder will be held as a performance surety for the duration of the contract and will be returned to the awarded company upon

successful completion of all specified requirements at contract expiration. The performance surety is subject to forfeit due to poor performance.

INSURANCE

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful bidder prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

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 tree trunks shall be lowered to the ground through the use of ropes of 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. Wood chips are to be removed from the City by Contractor except when specific quantities are requested.

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 Lee BeGole Dr. 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 as 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.



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; alternately, contractor may agree to provide notice of such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 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. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City.
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.

5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

**ADDITIONAL REQUIREMENTS
HOLD HARMLESS/INDEMNITY**

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under

this Contract.

3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.



CITY OF NOVI
FORESTRY SERVICES
ADDENDUM #1

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the bid 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 on the Bid Form.

CONTENTS: Included in this Addendum are three (3) pages of written addenda description.

CLARIFICATIONS:

1. **Road Weight Restriction**

The City of Novi has several Restricted Commercial Vehicle Routes. These sections of roadway are closed to commercial thru traffic. You may drive on these sections of road only if you are providing the contracted service within that particular section. At no time will the contractor drive more than a one (1) mile distance on a restricted road. For a poster-sized map with additional details, contractors can check our Map Gallery:

<http://cityofnovi.org/Community/PDFMaps/RoadwayWeightClassifications.pdf>

2. Link to 5 Year Tree Pruning Map:

<http://cityofnovi.org/Community/Map-Gallery/PDFMaps/PruningSchedule.aspx>

3. No spikes may be used unless the tree is being completely removed.

4. Contractor will call Parks & Forestry Asset Manager at 7:30 a.m. each morning to go over daily work assignment.

5. Work must be completed by 4:00 p.m. Contractor may work until 6 p.m. only with the approval of the Parks & Forestry Asset Manager or his designee.

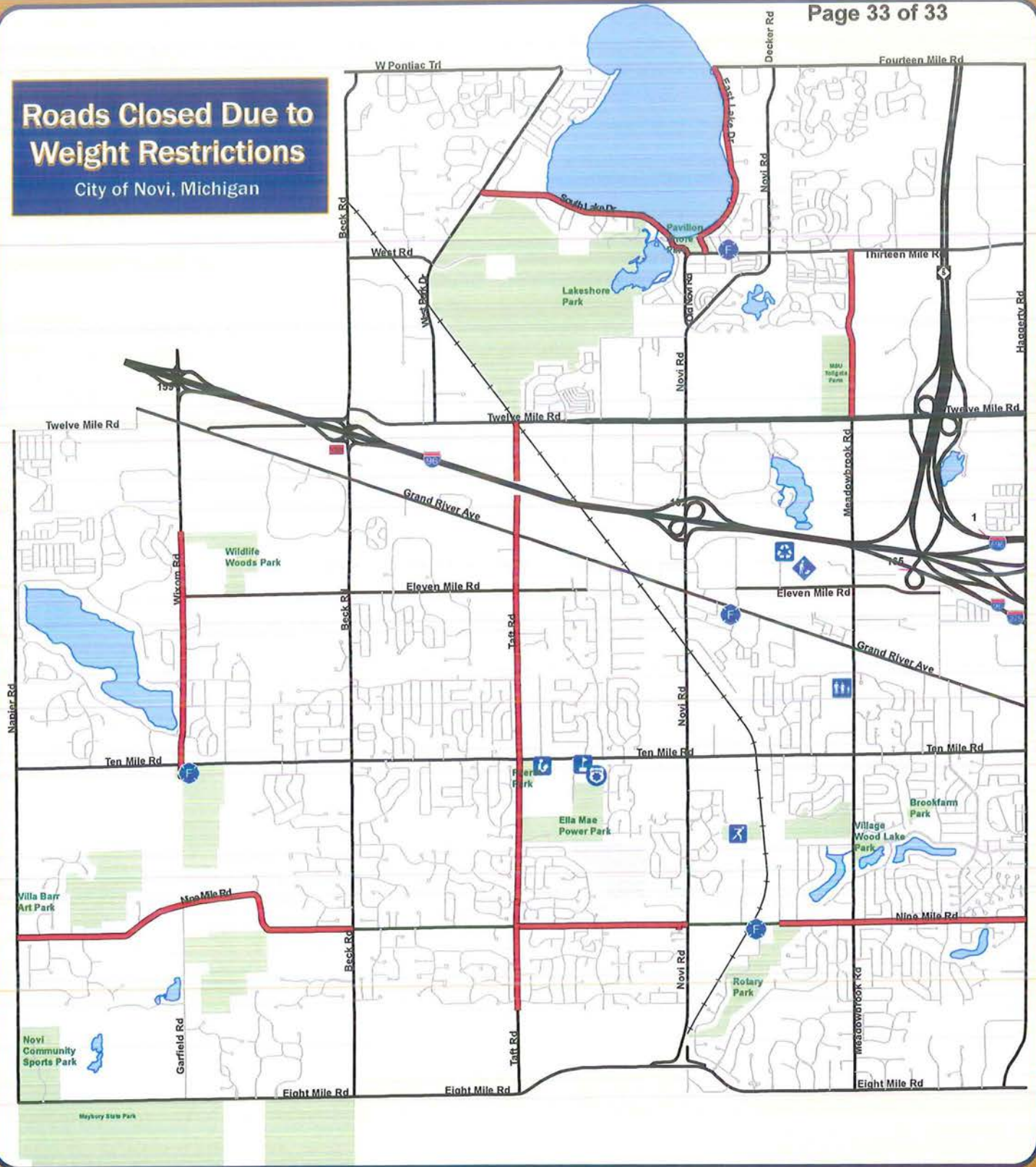
6. Work Completion Form(s) must be faxed or emailed to the Parks & Forestry Asset Manager by 8:00 a.m. on Monday morning for the previous week's work. The Work Completion Form must be filled out daily and be available to Parks & Forestry Asset Manager upon request.

Sue Morianti
Purchasing Manager

Notice dated: September 8, 2014

Roads Closed Due to Weight Restrictions

City of Novi, Michigan



Map Author: Keri Blough
Date: February 6, 2014
Project: Restricted Roads
Version #: 1.0

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 232 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Map Legend

- | | | | |
|--------------|-------------------------------|---------------------|---------------|
| Civic Center | Meadowbrook Activities Center | City B-Closed Roads | Lake |
| DPS | Police Station | Freeway | Parkland |
| Fire Station | Recycling | Major Streets | City of Novi |
| Ice Arena | Railroad | Minor Streets | Novi Township |
| Library | | | |



City of Novi

Department of Public Services
Field Operations Division
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org

