



CITY of NOVI CITY COUNCIL

**Agenda Item H
May 4, 2009**

SUBJECT: Approval to award 2009 Tree Inventory and GPS Acquisition Contract to ArborPro Inc., the lowest qualified bidder, based on unit pricing, for a total estimated amount of \$40,000.

SUBMITTING DEPARTMENT: Department of Public Services *(M.P.)*

CITY MANAGER APPROVAL: *(Signature)*

EXPENDITURE REQUIRED	\$40,000 (\$20,000 Tree Fund) (\$20,000 MDNR grant reimbursement)
AMOUNT BUDGETED	\$40,000
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	209.000.000-939.260

BACKGROUND INFORMATION:

In October 2008, the City of Novi received a \$20,000 grant from the Michigan Department of Natural Resources to inventory trees in the right of way along major streets and in public parks, using Global Positioning System technology (GPS). Upon grant receipt, an invitation to bid was publicly advertised on MITN and 10 bids were received (see attached invitation to bid, and bid tabulation).

The table below summarizes bids received. Strata Point Inc., failed to meet the requirements set forth in the inventory specifications. Strata Point Inc., was not capable of delivering the sub-meter positioning accuracy required for the project (Please see attached memorandum).

Contractor	Cost per Tree
Strata Point Inc.*	\$2.50
ArborPro Inc.	\$2.85
Niswander Environmental	\$3.25
Davey Resource Group	\$3.61
Opus International Consultants	\$4.50
Professional Engineering Associates	\$5.00
Alpine Engineering	\$8.00
Ziomet Wozniak	\$9.95
URS Corporation	\$18.00
Environmental Consulting & Technology	\$26.93

*Disqualified Bidder – Failure to meet inventory specifications
NOTE: Total project cost not to exceed \$40,000.

ArborPro Inc., was responsive, and is recommended as being in the best interest of the City, (i.e. ArborPro Inc. has complied with all the requirements of the bidding instruction). ArborPro Inc. employs 40 employees including 7 certified arborists and 1 Board Certified Master Arborist that has worked on over 30 municipal tree inventory projects. The Board Certified Master Arborist will be assigned as the lead technical expert on this project and will oversee inventory operations. The project will inventory approximately 14,000 trees over 90 days, and anticipate completion in July 2009.


RECOMMENDED ACTION: Approval to award 2009 Tree Inventory and GPS Acquisition Contract to ArborPro Inc., the lowest qualified bidder, based on unit pricing, for a total estimated amount of \$40,000.

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

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

MEMORANDUM



TO: CLAY PEARSON, CITY MANAGER
FROM: MATT WIKTOROWSKI, FIELD OPEARTIONS SENIOR MANAGER 
STEVE PRINTZ, PARKS AND FORESTRY OPERATIONS MANAGER
SUBJECT: TREE INVENTORY
DATE: APRIL 29, 2009

In 2006, the City of Novi commissioned Davey Resource Group (DRG) through a contract, partially funded by a \$20,000 Michigan Department of Natural Resources Grant, to inventory and evaluate Novi's subdivision street tree population. The purpose of this project was to develop a comprehensive urban forest management program; including an inventory of Novi's subdivision street trees, a detailed tree management plan, and provide tree management software. The project commenced in May and ended in July 2006. DRG inventoried a total of 19,826 trees, planting sites, and stumps in subdivisions throughout Novi, estimating the asset at a legal total value of \$9.7 million dollars.

The Tree Management Plan guides the division toward action plans for urban forest management (i.e. pruning cycles, planting sties, removals, and stump grinding), based on analysis of the tree data. Included in the management plan is a specific inventory and analysis of the current tree population, the growing environment, maintenance needs, and management recommendations (maintenance).

Upon completion of the subdivision street tree inventory in late 2006, staff have been actively using the tree inventory software and management plan to effectively plan work assignments specifically structured to managing the urban forest and limiting liabilities associated with hazard trees. The following details management benefits associated with an inventory:

1. **Efficient management of resources** – An inventory enables the division to maximize the efficient allocation of available resources-including labor and equipment-based on the actual species, size, condition and maintenance requirements of the tree population. Staff utilize this tool to prioritize work, print work orders, and track the asset through its lifecycle. The 2006 program has also been used to aide in the development of a Five-Year Tree Fund Planting and Utilization Strategy.
2. **Improved customer service** – The software provides quick access to information on individual trees adjacent to residents' homes. When residents call the Forestry Division we can quickly reference the addressed trees while they are on the phone, subsequently resulting in accurate work orders and reduced inspection time.

3. **Liability prioritizing and accessible records** – Potential tree liabilities can, and are listed from the inventory for special inspection and remediation. The inventory provides identification of potentially hazardous conditions before they become a liability to the city. Service histories of individual trees are readily available within the software program if required for inquiries related to appraisals, insurance payments or lawsuits.

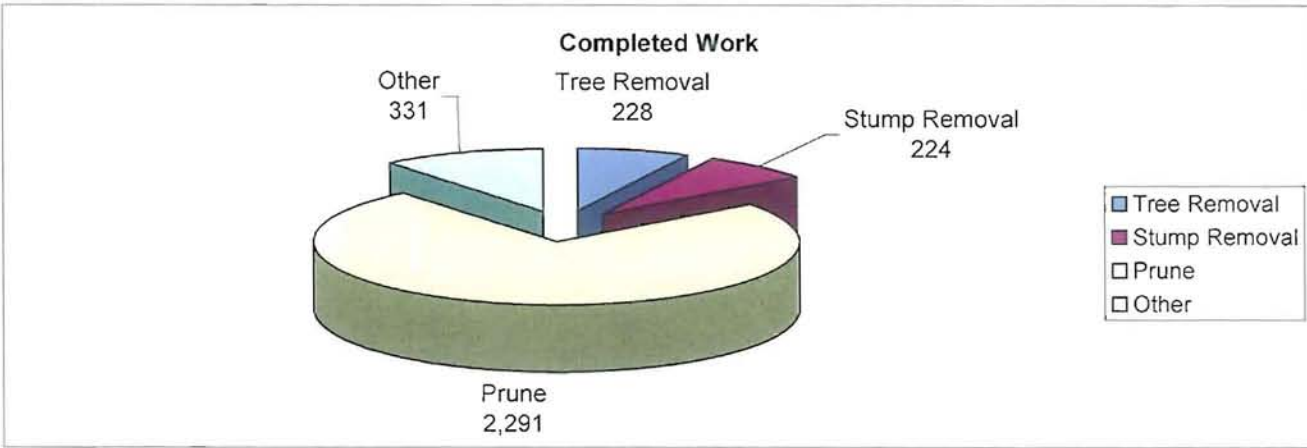
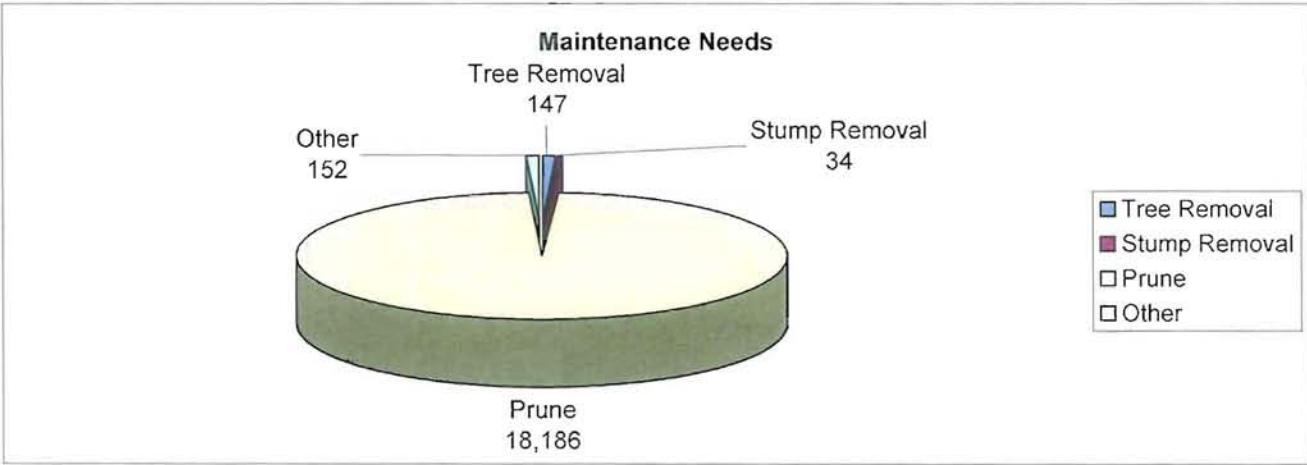
With the knowledge acquired from the 2006 tree inventory, Field Operations is been better equipped to provide enhanced customer service, reduce inspection time, and economical asset management for residents. The Tree Keeper software system enables staff to access information on individual trees adjacent to resident's homes and the entire inventoried urban forest. This has allowed the division to be more informative to the community about their subdivision street trees, and implement best management practices toward tree care (i.e. mulching, watering, and pruning). Included with this report are several examples of the types of retrievable reports available through the use of the tree inventory software.

Since trees are living organisms, regular updates to the tree inventory are necessary to reflect new plantings, trees removed, current tree health, and other performed maintenance (deep root fertilization, pruning and staking). Since the initial inventory was completed, staff has actively updated over 3000 records. These records have resulted in the generation of over 4000 work requests, 3200 of which are completed. The forestry sections balance of work orders is primarily comprised of pruning and maintenance.)*

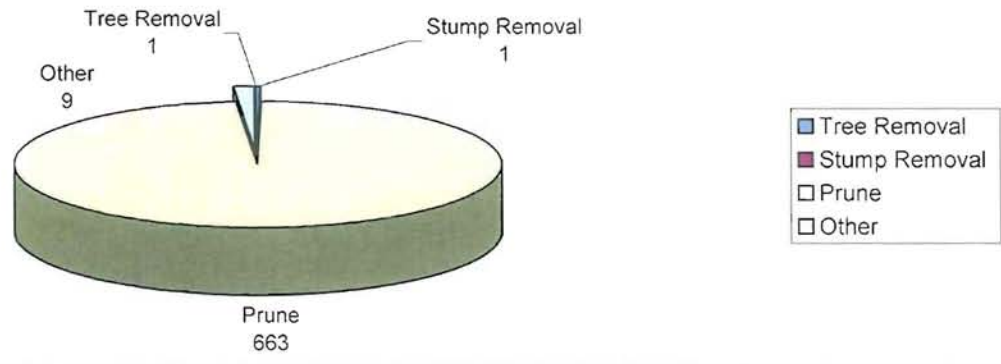
As part of the 2006 Tree Inventory Management Plan, DRG recommended an inventory of park and major road (i.e. Novi Rd, Meadowbrook Rd., 9 Mile Rd...) trees. Following the recommendation a motion was brought before City Council In August 2008 requesting partial funding for this service. Upon approval of the motion the City of Novi applied for, and received a \$20,000 grant from the Michigan Department of Natural Resources to inventory approximately 14,000 public park and major road trees via Global Positioning System (GPS) technology. The balance for the inventory (\$20, 000), would be funded by the tree fund.)

The 2009 GPS tree inventory along major roads and in parks will substantially complete an inventory of trees maintained in public right of way, and public properties, creating a comprehensive and valuable asset management tool. x

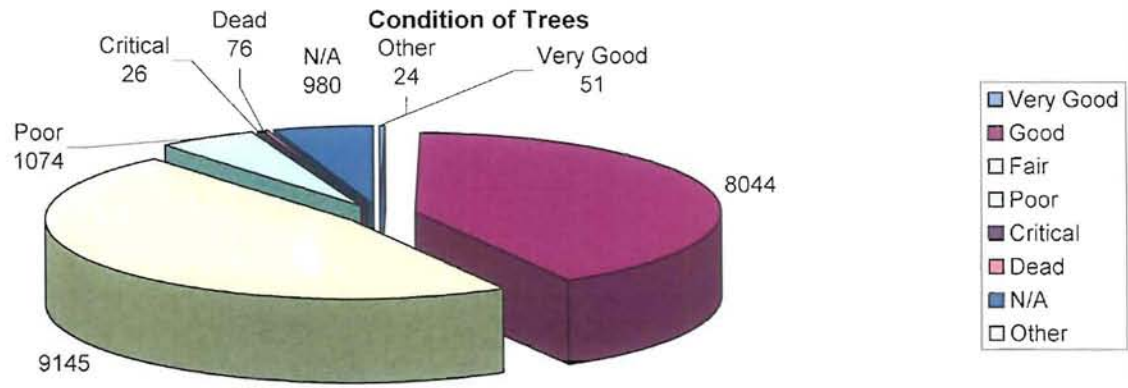
One additional difference from the 2006 inventory is that all 2009 data will be collected by certified arborists using GPS technology and imported by the City's Information Technology Department into our existing Tree Keeper online tree management software. Upon data overlay 2009 inventoried trees will be viewable within the ArcGIS program. Trees inventoried in 2006 were collected in the flow of traffic by address, a GPS "X" and "Y" coordinate was not acquired, this allows our map overlays to indicate trees and species specific to each address, but not give exact locations. The enhanced 2009 major road and park survey will provide residents and staff access to tree specific tree locations.



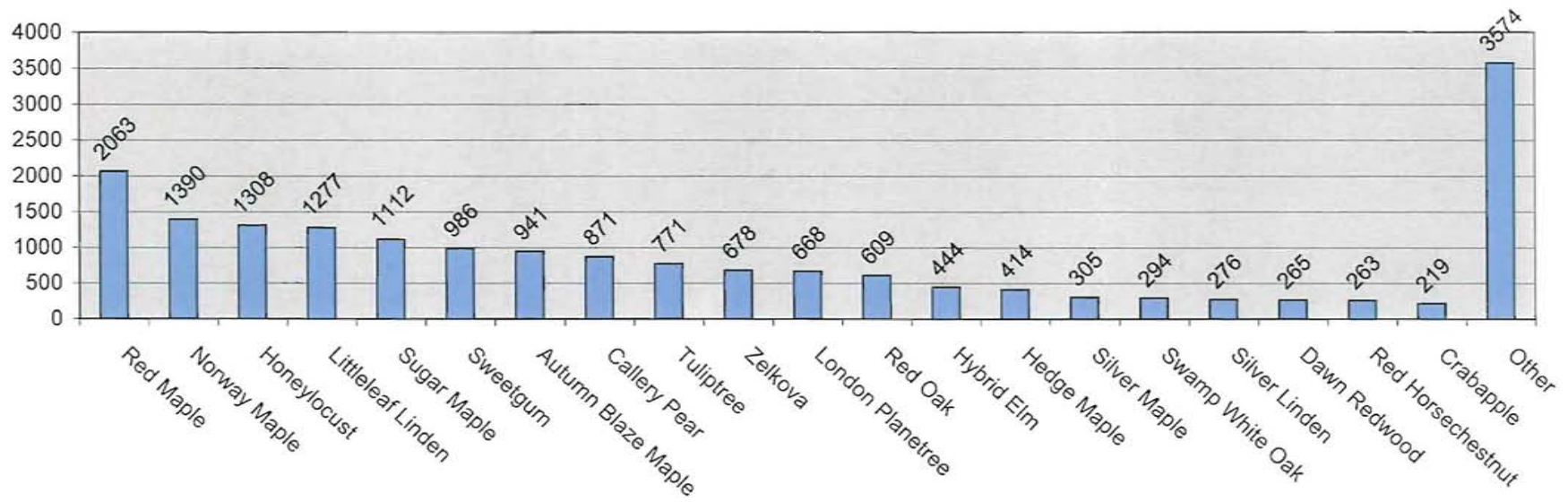
Royal Crown Estates Maintenance Needs



Condition of Trees



Species of Trees within the City





cityofnovi.org

CITY OF NOVI

2009 TREE INVENTORY AND GPS ACQUISITION

MEMORANDUM OF UNDERSTANDING

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide tree inventory services for the price set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the product.

It is understood that all proposal prices shall remain in effect for at least two hundred (200) days from the date of the proposal opening to allow for the award of the proposal and that, if chosen the successful vendor (s), the prices will remain firm through the term of the contract.

This proposal is genuine and not collusive or sham and that the Contractor has not in any manner, directly or indirectly, agreed or colluded with any other firm or association to submit a sham proposal or to refrain from proposing or in any way fix this proposal or that if any other Contractor or to secure any advantage against the City of Novi.

The Contractor in submitting this proposal agrees that the Contractor shall include in their resume any and all information pertinent to aiding the City in determining the abilities of the Contractor. Contractor shall submit, along with their proposal a list of their equipment for city inspection. Contractor shall execute a contract awarded on the basis of this proposal within ten (10) business days after being notified to proceed with work.

Representative's Name: Jeff Melin

Title: Vice President

Signature:  Date: 4/20/09

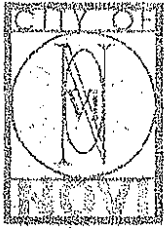
Firm Name: ArborPro, Inc.

Address: 22605 E. La Palma Ave #509

City: Yorba Linda, State: Ca. Zip: 92887

Telephone Number: (714) 694-1924 Fax Number: (714) 694-1981

Email Address: jmelin@ArborProUSA.com



cityofnovi.org

CITY OF NOVI

2009 TREE INVENTORY AND GPS ACQUISITION

QUESTIONNAIRE FORM

Date: 4/20/09

Firm Name: ArborPro, Inc.

Address: 22605 E. La Palma Ave #509

City: Yorba Linda State: Ca. Zip: 92887

Telephone Number: (714)694-1924

Fax Number: (714)694-1981

Email Address: jmelin@ArborProUSA.com

Firm Established: March 4, 2003 Years in Business: 6

Type of Organization: (Circle One)

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

How many full time employees? 5

How many part time employees? 3

Provide information relative to the experience your company has had working with local government. Please provide the names of municipalities where tree inventory services were provided, the municipal contact person involved, and their contact number in the contract.

Please refer to section "References".

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

~~Please refer to section "Experience and Qualifications."~~

~~Confidential financial information will be provided separately if requested.~~

Identify those in your firm who would be responsible, including on-site supervision for this project, and their certifications. Include educational background of principals and those who will be working on the project. How many are certified arborists?

~~Please refer to section "Experience and Qualifications" pages 5-7.~~

~~Arborpro staff includes 7 certified arborists and 1 board certified master arborist.~~

How many clients does your company currently serve with the type of services described? Provide a list.

~~Arborpro currently serves over 75 clients.~~

~~Please refer to section "Experience and Qualifications" page 8.~~

Please provide a list of client references (minimum of 5). Include name, address, phone number and contact person.

~~Please refer to section "References"~~

Based on your current resources, are you available to complete the inventory by July 1, 2009 and have the finished product delivered to the City by August 1, 2009? Please explain.

ArborPro can easily meet the due date. Our teams are flexible and are currently working on shorter term projects around the country.

Please explain the type of GPS equipment you will use for this project and what software you will use to collect the tree inventory attributes per Exhibit #1?

Please refer to section "Methodology and O.C." page 4.

Provide a description of your company's work plan/methodology for this project.

Please refer to Section "Methodology and O.C." pages 1-5.



CITY OF NOVI

2009 TREE INVENTORY AND
GPS ACQUISITION

OFFICIAL PROPOSAL FORM

This organization ArborPro, Inc. shall inventory trees on major streets, interchanges, parks, and City-owned property for the City of Novi.

A. GPS Based Tree Inventory (Major Streets, Interchanges, Parks & City-owned property)

Cost per Tree \$ 2.85 each

We hereby accept all Terms and Conditions of the 2009 Tree Inventory and GPS Acquisition RFP specifications.

We acknowledge the following addendums: _____
(please list addendum numbers)

Company Name ArborPro, Inc.

Representative name Jeff Melin

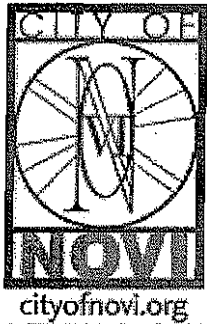
Representative Signature _____

Telephone (714)694-1924

CITY OF NOVI
2009 Tree Inventory and GPS Acquisition Bid Tab
Tuesday, April 21, 2009 3:00 P.M.

Contractor	Questionnaire Included	Memo of Understanding Included	Cost per Tree
Strata Point Inc.	yes	yes	2.50
ArborPro	yes	yes	2.85
Niswander Environmental	yes	yes	3.25
Davey Resource Group	yes	yes	3.61
Opus	yes	yes	4.50
PEA	yes	yes	5.00
Alpine Engineering	yes	yes	8.00
Ziemet Wozniak	yes	yes	9.95
URS	yes	yes	18.00
ECT	yes	yes	26.93

MEMORANDUM



TO: STEVE PRINTZ, PARK MAINTENANCE & FORESTRY MANAGER
FROM: CHRISTOPHER BLOUGH, GIS MANAGER CAB
SUBJECT: REVIEW OF 2009 TREE INVENTORY BIDS 2
DATE: APRIL 27, 2009

Thank you for allowing me the opportunity to review the proposals received in response to the City's 2009 Tree Inventory and GPS Acquisition Project.

I have received and reviewed the following proposals which have been rank ordered by overall scoring following the evaluation of each:

- #1: ArborPro
- #2: Niswander Environmental
- #3: Davey Resource Group
- #4: Opus Consultants
- #5: Professional Engineering Associates, Inc.
- #6: Alpine Engineering
- #7: Zeimet Wozniak
- #8: URS
- #9: StrataPoint, Inc.

I believe ArborPro will be best suited to deliver the tree inventory attributes and positioning accuracy information based upon my review of their proposal on 4/24/2009. My evaluation process involved four parts:

- Confirmation that the consultant could deliver data per the data model standards defined in Exhibit #1
- Validating the GPS equipment used to position the trees would achieve the sub-meter positioning accuracy requirement
- Knowing the City of Novi could exchange data with the vendor to help the company to locate the priority tree acquisition areas
- Understanding the method by which the City will take ultimate delivery of the data once it is ready

I performed a reference check with the City of Thousand Oaks, California on 4/24 and spoke with a representative of their Department of Public Services. Mr. Brian Hetherington related his experience working with the company over the last four years and indicated project deliverables were complete and met product delivery expectations. The City has used ArborPro to collect tree positions in combination with their own City staff (similar to Novi's approach). The feature attribution and positioning accuracy have been consistent with the scope set forth in this project. I also spoke with ArborPro's Jeff Melin who indicated that the City would be able to receive incremental deliverables throughout the acquisition process as part of the progress updates (see proposal page 4). This provides the City with an opportunity to detect and initiate changes earlier during the tree acquisition process should they be necessary.

I believe StrataPoint, Inc. is not capable of consistently delivering the required sub-meter positioning accuracy required for the tree inventory based upon the GPS equipment applications they propose. As a result, StrataPoint's proposal does not meet the requirements set forth in Novi's RFP - Section 2 Part A

Page 2
Review of 2009 Tree inventory bids
April 27, 2009

(Tree Location). Additionally, they are not currently using ArcGIS products which will easily facilitate the exchange of data at the project outset to familiarize them with the priority tree acquisition areas. Furthermore, my reference check with the City of Milwaukee indicated they do not have extensive experience in acquiring large areas of municipal street trees. They only began working with larger municipalities last year and as a result, does not have a performance record which can be verified per Section 10 subsections 1 and 2, Experience/Qualifications and Capacity to perform the work.

Please let me know if you require any further information or background on the proposal review process. Thanks for allowing me the opportunity to review the proposals received and I look forward to working with you to ensure a successful project outcome.

c: Rob Petty, Chief Information Officer

CONTRACT

This Agreement 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, 45175 W. Ten Mile, Novi, Michigan 48362 "City", _____, whose address is _____, _____, _____, "Contractor."

Work. For and in consideration of payment by the City as provided under the Payment Section of this Contract, Contractor shall perform the work described on and in the Work Specifications listed in "Exhibit A", which is a part of this Contract, in a competent, efficient, timely, good and workmanlike manner and in compliance with the following terms and conditions.

Permits. The work to be performed includes applying and paying for, and obtaining issuance of all required permits and satisfying all requirements or conditions for such permits.

Bonds and Insurance. This Contract is conditioned on Contractor securing and maintaining the liability insurance specified in the Bid Specifications, which are a part of this Contract, which shall be confirmed by Certificate(s) of Insurance, with said coverages to be maintained for the life of this Contract and the City entitled to thirty (30) days written notice of any cancellations or changes. Contractor shall also supply payment and performance bonds in a form acceptable to the City.

Time of Work. All Insurance and Demolition Permit requirements shall be satisfied within 14 days, and work shall be completed within 30 days of the Effective Date of this Contract. These time limits are of the essence of this Contract and failure to meet them shall permit City to terminate this Contract whether or not work has been commenced.

Payment. The City agrees to pay the Contractor the sum of \$ _____, payment to be made after satisfactory completion of the work and within thirty () days of receiving a final bill or invoice for the work from the Contractor, accompanied by a sworn statement and full unconditional waivers of lien, confirming that all subcontractors and any material suppliers have been paid in full.

Changes. Any changes in the provisions of this Contract must be in writing and signed by the City and Contractor.

Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the City, its agents, and others working on its behalf 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 City by reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract.

Inspections, Notices and Remedies Regarding Work. During the performance of the work by Contractor, City shall have the right to inspect the work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the work performed or other default in this Contract, City shall provide Contractor with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Contractor shall correct the specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Contract by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Contractor, or, preserve the claims of defects or defaults without termination by written notice to Contractor.

Demolition Disposal Requirements. The Contractor shall perform all work and dispose of all materials in compliance with all provisions of applicable federal, state, county and City environmental laws. This obligation includes lawful disposal of all material, with a condition of the City's payment obligation being Contractor delivering to City copies of written documents from the licensed landfill or disposal site, confirming the dates, quantities and types of demolition debris disposed of, the disposal costs and that those costs have been paid in full by Contractor.

Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because City is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

Governing Law. This Contract shall be governed by the laws of the State of Michigan.

Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the City.

Successors and Assigns. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

Notices. Written notices under this Contract shall be given to the parties at their addresses on page one by personal or registered mail delivery to the attention of the following persons:

City: Sue Morianti, Purchasing Director, with a copy to Thomas R. Schultz, Secrest, Wardle, Lynch, Hampton, Truex and Morley, 30903 Northwestern Highway, Farmington Hills, MI 48333.

Contractor: _____

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.

[signatures on next page}

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: David B. Landry
Its: Mayor

Date: _____

By: Maryanne Cornelius
Its: Clerk

CONTRACTOR

Date: _____

By:
Its:

DRAFT

EXHIBIT A WORK SPECIFICATIONS

The specifications, limitations, requirements conditions for the demolition and removal work at City-owned property at the south-east corner of Ten Mile Road and Beck Road, specifically a barn structure, are as follows:

1. The required work is the complete demolition of
[add detail here, and refer to proposal].
2. Removal and lawful disposal of all demolition debris, including building contents, if any, is required.
3. Work includes backfilling the area of demolition with proper clean fill materials to bring those areas to existing grades.
4. All disturbed areas must be seeded and mulched.
5. Contractor shall be responsible for obtaining a Demolition Permit, securing releases from all utilities having service connections within the garage to be demolished and notifying adjacent property owners.
6. The hours when work may be performed are limited by Ordinance to no earlier than one hour prior to sunrise to one hour after sunset, Monday through Saturday, with work on Sundays prohibited prior to 10:00a.m. and after 6:00p.m.

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