



# CITY of NOVI CITY COUNCIL

**Agenda Item 1  
January 22, 2018**

**SUBJECT:** Approval to award a unit price contract and amend the budget for forestry services to CutMyTreeDown.com, for a one-year term with three one-year renewal options, for an estimated annual price of \$208,130.

**SUBMITTING DEPARTMENT:** Department of Public Services, Field Operations Division

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$208,130 (estimated)</b>	
<b>AMOUNT BUDGETED</b>	101-265.10-939.260	\$ 5,000
	209-000.00-939.046	\$ 5,000
	209-000.00-939.200	\$ 6,000
	209-000.00-939.202	\$ 15,000
	209-000.00-939.203	\$ 129,000
	209-000.00-939.204	\$ 6,000
	209-000.00-939.260	\$ 9,000
		<b>TOTAL</b>
<b>APPROPRIATION REQUIRED</b>	209-000.00-939.203	\$ 33,100
<b>LINE ITEM NUMBER</b>	101-265.10-939.260 Park Tree Maintenance 209-000.00-939.046 Forestry Maintenance - Storm Response 209-000.00-939.200 Forestry Maintenance - Non-motorized 209-000.00-939.202 Forestry Maintenance - Major Streets 209-000.00-939.203 Forestry Maintenance - Local Streets 209-000.00-939.204 Forestry Maintenance - Municipal Streets 209-000.00-939.260 Tree Maintenance	

**BACKGROUND INFORMATION:**

The Department of Public Services (DPS) is responsible for the planting and maintenance of right-of-way and open parkland tree assets. Currently, the community's inventory totals over 37,500 trees of various species and sizes with an estimated additional 400 trees to be planted each year. For the past 25 years the City of Novi has earned the designation of Tree City USA by the Arbor Day Foundation for demonstrating exemplary planting, maintenance, and educational activities.

Forestry services solicited include: tree removal, stump removal, block pruning, general service requests, storm damage removal, open drain tree removal, and debris removal.

Five bids were received and opened on October 11, 2017 following a public bid solicitation period. The lowest unit price bidder is CutMyTreeDown.com. CutMyTreeDown.com's bid is recommended as being in the best interest of the City as it is responsive (i.e., they have complied with all the requirements of the bidding instructions), and it is the lowest price.

It was determined to award services based on unit price instead of an hourly rate as unit price is the most cost-effective solution. Additionally, as the bids are significantly over the 2017-2018 fiscal year's maintenance budget, DPS will augment services by pruning trees less than 11 inches in diameter with in-house crews. This will reduce the contract price by \$94,000. CutMyTreeDown.com's total bid of \$302,130 less the savings of using in-house crews results in a total award of \$208,130. Staff estimates the contractor will prune 1,150 trees larger than 12 inches in diameter during this contract.

Upon award of this contract, CutMyTreeDown.com is anticipated to begin providing service to the community on January 23, 2018.

At the time forestry services was bid and reviewed by the team, the company name of CutMyTreeDown.com was The Greener Side, Inc. On January 17, 2018, the City was notified The Greener Side, Inc. legally changed their name to CutMyTreeDown.com.

**RECOMMENDED ACTION:** Approval to award a unit price contract and amend the budget for forestry services to CutMyTreeDown.com, for a one-year term with three one-year renewal options, for an estimated annual price of \$208,130.

Unit Price					
Company	Trimming	Removal	Grinding	Root Pruning	Grand TOTAL
The Greener Side	\$142,750.00	\$40,525.00	\$8,355.00	\$16,500.00	\$208,130.00
Asplundh	\$204,550.00	\$55,740.00	\$10,550.00	\$21,600.00	\$292,440.00
Blue Sky Forestry	\$206,875.00	\$35,325.00	\$7,778.50	\$11,250.00	\$261,228.50
Dan's Tree	\$216,250.00	\$61,620.00	\$62,785.00	\$95/hour	\$340,655.00

\* The Michigan Property Network withdrew their bid.

Hourly					
Company	Trimming	Removal	Grinding	Root Pruning	Grand TOTAL
Blue Sky Forestry	\$97.50	\$121.00	\$94.00	\$94.00	\$583,500.00
Asplundh	\$133.82	\$159.37	\$98.66	\$98.66	\$734,938.00
The Greener Side	\$135.00	\$225.00	\$96.00	\$200.00	\$917,400.00
Dan's Tree	\$220.00	\$285.00	\$230.00	\$95.00	\$1,446,750.00

\* The Michigan Property Network withdrew their bid.

**CITY OF NOVI  
FORESTRY SERVICES BID TABULATION  
OCTOBER 11, 2017 2:00 P.M.**

		Dan's Tree		Blue Sky Forestry		The Michigan Property Network - <b>WITHDREW BID</b>		The Greener Side DBA CutMyTreeDown		Asplundh *	
<b>OPTION 2: UNIT PRICE</b>	<b>Est Qty</b>	Unit price	Extended	Unit price	Extended	Unit price	Extended	Unit price	Extended	Unit price	Extended
<b>Tree Trimming</b>											
2" - 11"	2350	DPS Staff	0	DPS Staff	0	DPS Staff	0	DPS Staff	0	DPS Staff	0
12 - 17"	700	110	77,000	125	87,500	40	28,000	68	47,600	76	53,200
18 - 23"	200	190	38,000	200	40,000	50	10,000	112	22,400	228	45,600
24" - 35"	125	340	42,500	275	34,375	60	7,500	180	22,500	340	42,500
36 - 47"	100	445	44,500	350	35,000	75	7,500	390	39,000	480	48,000
48+ inches	25	570	14,250	400	10,000	100	2,500	450	11,250	610	15,250
<b>TOTAL</b>			<b>216,250</b>		<b>206,875</b>		<b>55,500</b>		<b>142,750</b>		<b>204,550</b>
<b>Tree Removal</b>											
2" - 11"	145	110	15,950	95	13,775	75	10,875	75	10,875	32	4,640
12 - 17"	80	260	20,800	125	10,000	150	12,000	125	10,000	175	14,000
18 - 23"	10	510	5,100	250	2,500	350	3,500	375	3,750	650	6,500
24" - 35"	8	915	7,320	400	3,200	725	5,800	800	6,400	1800	14,400
36 - 47"	5	1,500	7,500	750	3,750	975	4,875	1300	6,500	2200	11,000
48+ inches	2	2,475	4,950	1,050	2,100	1500	3,000	1500	3,000	2600	5,200
<b>TOTAL</b>			<b>61,620</b>		<b>35,325</b>		<b>40,050</b>		<b>40,525</b>		<b>55,740</b>
<b>Stump Grinding</b>											
2" - 11"	145	210	30,450	22	3,190	45	6,525	25	3,625	33	4,785
12 - 17"	80	285	22,800	34	2,720	70	5,600	30	2,400	42	3,360
18 - 23"	10	320	3,200	46	460	90	900	50	500	60	600
24" - 35"	8	385	3,080	70	560	175	1,400	80	640	100	800
36 - 47"	5	455	2,275	117.50	587.50	285	1,425	160	800	135	675
48+ inches	2	490	980	130.50	261.00	400	800	195	390	165	330
<b>TOTAL</b>			<b>62,785</b>		<b>7,778.50</b>		<b>16,650</b>		<b>8,355</b>		<b>10,550</b>
<b>Root Pruning</b>											
each standard concrete panel	150	hourly rates		75	11,250	100	15,000	110	16,500	144	21,600
<b>TOTAL</b>			<b>hourly rates</b>		<b>11,250.00</b>		<b>15,000</b>		<b>16,500</b>		<b>21,600</b>

\*Asplundh : Exceptions are taken to reflect our standard business practices. Best pricing possible has been submitted in consideration of the work involved, contractual obligations, and our requested changes. Deviations from the requested changes may impact our business operations, compliance, and insurance costs which could possibly be reflected in a higher price.



**CITY OF NOVI  
FORESTRY SERVICES BID TABULATION**

~~October 11, 2017 2:00 P.M.~~

		Dan's Tree			Blue Sky Forestry			CutMyTreeDown			Asplundh *		
Regular Time	200	3	660	132,000	3	121	24,200	3	280	56,000	3		0.00
Overtime		3	990		3	155		3	350		3	229.49	
Holiday Time		3	1,650		3	155		3	364		3	299.61	
<b>F. Open Drain/Debris Rem.</b>													
Regular Time	200	2-3	285	57,000	2-3	121	24,200	3	225	45,000	3	159.37	31,874.00
Overtime		2-3	427.50		2-3	155		3	281.25		3	229.49	
Holiday Time		2-3	712.50		2-3	155		3	300		3	299.61	
<b>G. Root Pruning</b>													
Regular Time	150		95	14,250		94	14,100		200	30,000	2	98.66	14,799.00
Overtime			142.50			96			225		2	142.07	
Holiday Time			237.50			96			235		2	185.48	
<b>H. Flagging Team</b>													
Regular Time	100		190.00	19,000		94	9,400		55	5,500	2	82.86	8,286.00
Overtime			285.00			96			69		2	119.32	
Holiday Time			475.00			96			75		2	155.77	
<b>TOTAL</b>				<b>1,446,750</b>			<b>583,500</b>			<b>917,400</b>			<b>734,938.00</b>
<b>CONTINGENCY SERVICES</b>			<b>Hourly Rate</b>			<b>Hourly Rate</b>			<b>Hourly Rate</b>			<b>Hourly Rate</b>	

**CITY OF NOVI  
FORESTRY SERVICES BID TABULATION**

**October 11, 2017 2:00 P.M.**

		Dan's Tree			Blue Sky Forestry			CutMyTreeDown			Asplundh *		
<b>Labor - Certified Arborist</b>													
Regular Rate			95.00			38.90			38.00			75.00	
Overtime Rate			142.50			53.00			47.50			108.00	
Holiday Rate			237.50			53.00			47.50			141.00	
<b>Labor - Tree Man</b>													
Regular Rate			80.00			38.00			42.00			56.63	
Overtime Rate			120.00			53.00			52.50			81.54	
Holiday Rate			200.00			53.00			52.50			106.46	
<b>Labor- Stump Grinder Operator</b>													
Regular Rate			N/A			N/A			N/A			N/A	
Overtime Rate			N/A			N/A			N/A			N/A	
Holiday Rate			N/A			N/A			N/A			N/A	
<b>Labor - Ground Man</b>													
Regular Rate			60.00			15.00			29.50			32.23	
Overtime Rate			90.00			22.50			36.25			46.41	

**CITY OF NOVI  
FORESTRY SERVICES BID TABULATION**

~~October 11, 2017 2:00 P.M.~~

		Dan's Tree		Blue Sky Forestry		CutMyTreeDown		Asplundh *	
Holiday Rate		150.00		22.50		36.25		60.89	
<b>Logging Truck w/ Operator</b>									
Regular Rate		195.00		84.50		95.00		89.23	
Overtime Rate		292.50		102.50		118.75		108.07	
Holiday Rate		487.50		102.50		118.75		126.92	
<b>Front End Loader w/Operator</b>									
Regular Rate		175.00		85.00		95.00		89.23	
Overtime Rate		262.50		105.00		118.75		108.07	
Holiday Rate		437.50		105.00		118.75		126.92	
<b>Crane w/Operator</b>									
Regular Rate		475.00		Cost + 10%		175.00		Cost + 10%	
Overtime Rate		712.50		OT + 10%		218.75		Cost + 10%	
Holiday Rate		1,187.50		Holiday + 10%		218.75		Cost + 10%	
<b>Aerial Tower</b>		185.00		21.00		40.00		21.94	
<b>Chipper</b>		75.00		5.00		10.00		6.50	
<b>Dump Truck</b>		155.00		15.00		15.00		15.61	



**CITY OF NOVI  
FORESTRY SERVICES BID TABULATION**

~~October 11, 2017 2:00 P.M.~~

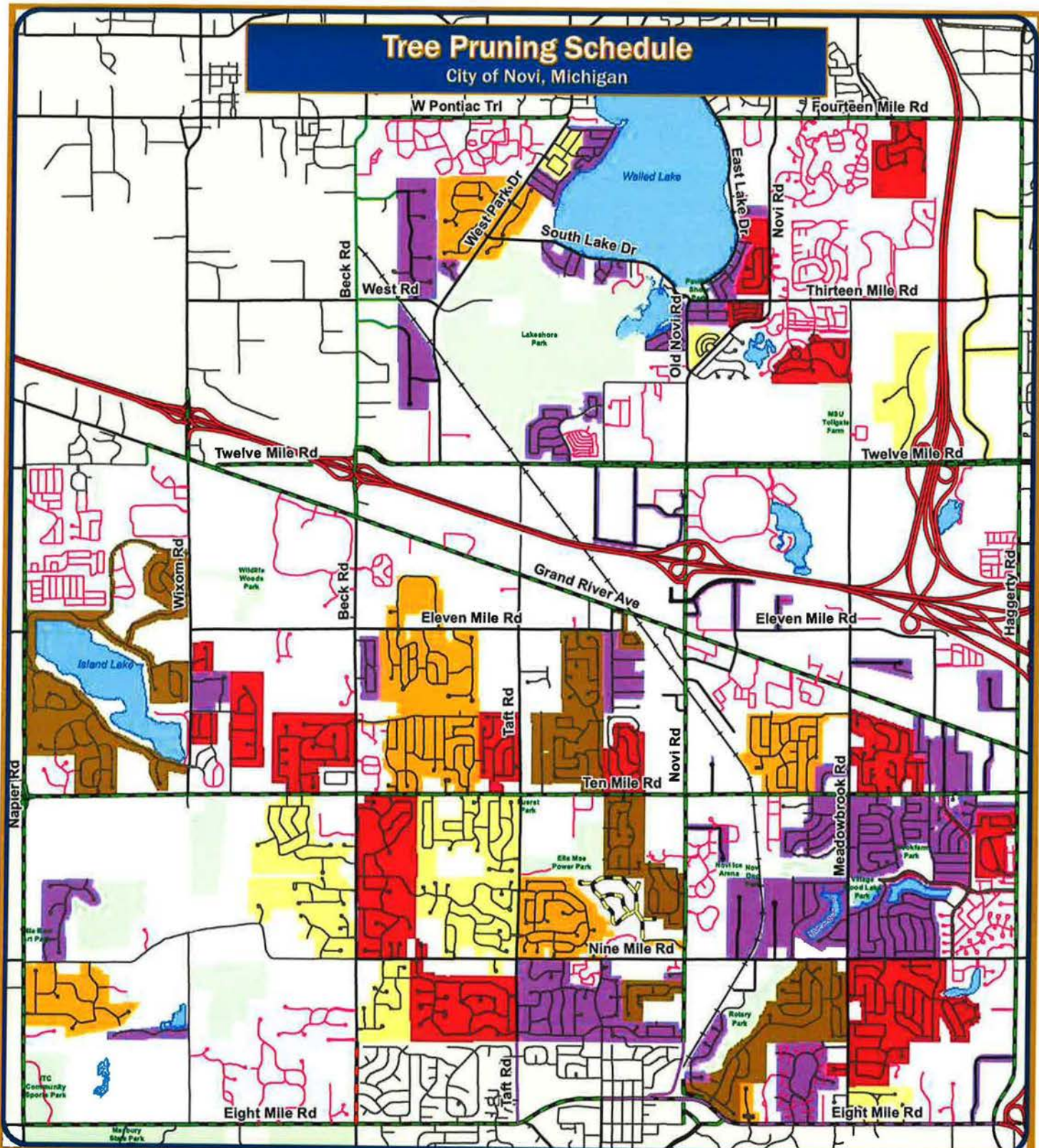
	Dan's Tree			Blue Sky Forestry			CutMyTreeDown			Asplundh *		
Addenda Acknowledged? (1)			Yes		Yes			Yes			Yes	

\*Asplundh: Exceptions are taken to reflect our standard business practices. Best pricing possible has been submitted in consideration of the work involved, contractual obligations, and our requested changes. Deviations from the requested changes may impact our business operations, compliance, and insurance costs which could possibly be reflected in a higher price.

\* The Michigan Property Network withdrew their bid.

# Tree Pruning Schedule

City of Novi, Michigan



Map Author: Jack Gibson  
 Date: November 14, 2017  
 Project: Tree Pruning  
 Version #: 6.0

**MAP DISTRIBUTION NOTICE**  
 Maps are informational products that are not intended to be used as a substitute for any official or primary source. They are not to be used for legal purposes. No warranty is made by the City of Novi for any use of the information provided on this map. The City of Novi is not responsible for any errors or omissions on this map. The City of Novi is not responsible for any damage or injury resulting from the use of this map.

Road Jurisdiction		Legend		Pruning Schedule	
—	City of Novi-Local	—	Oakland County	2018	★
- - -	City of Novi-Major	—	Wayne County	2019	
· · ·	City of Novi-Private	—	State	2020	
—	Novi Township	—	City of Northville	2021	
—	City-Shared (Northville)	—	City of Wixom	2022	

**CITY OF NOVI**  
 City of Novi  
 Department of Public Services  
 Field Operations Division  
 26300 Lee BeGole Drive  
 Novi, MI 48375  
 cityofnovi.org

Scale: 1 inch = 4,177 feet



**CITY OF NOVI**  
**INVITATION FOR BIDS**  
**FORESTRY SERVICES (REBID)**

**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 36,500 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 City has enough work to keep two (2) crews working fulltime 40 hours a week year round. It is the City's preference to hire one (1) contractor to provide both crews, but will hire two (2) contractors if necessary to maintain two (2) fulltime crews in Novi. The City of Novi reserves the right to award the contract to one or more contractors to fulfill a need to have two (2) full-time work crews in Novi year round.

The City may make the award based on an hourly rate (Option 1) OR at a Unit Price per tree (Option 2).

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.
- **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.
- **Work Item G – Root Pruning.** Contractor to provide all labor, equipment and materials to prune root(s) that negatively impact sidewalks, roadways, or private property within the City's right-of-way.
- **Work Item H – Flagging Crew.** Contractor to provide all personnel, equipment, and materials to provide traffic control for work sites that require road lane closures.

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 ITB. 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:

- American National Standards Institute for Performance of Removing Shade Trees Sections 5.5, 8.4 and 8.5 of ANSI Z 133.1, and
- American National Standards Institute for Tree Care Operations: Tree, Shrub, and Other Woody Plant Management Standard Practice Part 1, Pruning; and Part 8, Root Management

#### **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.

### **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.

### **ROAD WEIGHT RESTRICTIONS**

The City of Novi has several Restricted Commercial Vehicle Routes. See attached map. 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>

## **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 to 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 properties
  - 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 flagged 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 Forestry Asset Manager and 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 hand-delivered to the Contractor's crews by the City Representative.

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
- c. Crew Foreman
1. Name of onsite crew foreman
  2. Cell phone number of onsite crew foreman
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 **weekly** to the City Representative the City-provided Weekly Work Completion Form provided in Attachment B.

**B. General**

1. Regular basis is defined as forty (40) hours per week, Monday through Thursday, ten (10) hours per day. Missed time will be made up on Fridays. 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 crews arrive 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 the Forestry Asset Manager or their designee.

**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 shall be provided as necessary, 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 Forestry Asset Manager or their designee 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 10 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 or other mechanical devices as necessary to prevent property

damage. Felling of trees for removals may be performed provided it can be done in a safe, work like manner, without unduly obstructing traffic. Final responsibility for damage lies with the Contractor.

- c. At dangerous points throughout the work, the Contractor shall provide barricades, lights, and maintain proper conditions, which will protect the public from injury.
2. 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 Forestry Asset 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**

1. 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.
2. 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.
3. 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.
4. 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**

1. 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
3. 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:

a. 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%

b. If done by another contractor:

1. Invoiced amount plus 50%.

c. Repeats of same deficiency will be charged above rates plus an additional:

1. 50% second time
2. 100% third time

d. 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.

e. 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 felled. 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. The City 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.

**Work Item G – Root Pruning**

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

**Work Item H – Flagging Team**

Unless otherwise directed by the City, individual worksite lane closure requests will be completed within ten (15) working days from date on the service request.



**CITY OF NOVI**  
**FORESTRY SERVICES (REBID)**  
**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:.

**Option 1: Hourly Rate**

Work Item	Estimated Quantity	Description	Price Per Hour
<b>Work Item A</b> Tree Removal	500 Man Hours	Contractor to provide all labor and equipment necessary for removal and disposal of trees. This item does not include the additional equipment needed to remove logs greater than 16 inches in diameter and stumps.  <b>Typical Crew Size:</b> _____	<b>Regular Time:</b> \$ _____ / Crew-Hour  <b>Overtime:</b> \$ _____ / Crew-Hour  <b>Holiday Time:</b> \$ _____ / Crew-Hour
<b>Work Item B</b> Stump Removal	400 Man Hours	Contractor to provide all labor, equipment and materials to perform stump removal/grinding, including site restoration.  <b>Typical Crew Size:</b> _____	<b>Regular Time:</b> \$ _____ / Crew-Hour  <b>Overtime:</b> \$ _____ / Crew-Hour  <b>Holiday Time:</b> \$ _____ / Crew-Hour
<b>Work Item C</b> Block Pruning	3,000 Man Hours	Contractor to provide all labor, equipment and materials for pruning of trees in rights-of-way. Block pruning will be done on a square mile/section basis throughout the City.  <b>Typical Crew Size:</b> _____	<b>Regular Time:</b> \$ _____ / Crew-Hour  <b>Overtime:</b> \$ _____ / Crew-Hour  <b>Holiday Time:</b> \$ _____ / Crew-Hour

<p><b><u>Work Item D</u></b> General Service Request</p>	<p>1000 Man Hours</p>	<p>Contractor to provide all labor, equipment and materials for individual tree service requests from City representatives.</p> <p><b>Typical Crew Size:</b> _____</p>	<p><b>Regular Time:</b> \$ _____/ Crew-Hour</p> <p><b>Overtime:</b> \$ _____/ Crew-Hour</p> <p><b>Holiday Time:</b> \$ _____/ Crew-Hour</p>
<p><b><u>Work Item E</u></b> Storm Damage Removal</p>	<p>200 Man Hours</p>	<p>Contractor to provide all labor, equipment and materials to make an area affected by storm damage safe. This only includes work performed outside of regular working hours (overtime rate). Crews <b>must</b> be on the site of storm damage within two (2) hours of receipt of a City representative's request.</p> <p><b>Typical Crew Size:</b> _____</p>	<p><b>Regular Time:</b> \$ _____/ Crew-Hour</p> <p><b>Overtime:</b> \$ _____/ Crew-Hour</p> <p><b>Holiday Time:</b> \$ _____/ Crew-Hour</p>
<p><b><u>Work Item F</u></b> Open Drain Tree Removal and Debris Removal</p>	<p>200 Man Hours</p>	<p>Contractor to provide all labor, equipment and materials to remove fallen or dangerous trees and woody debris from water courses, detention basins, rear yard drains, and other similar locations.</p> <p><b>Typical Crew Size:</b> _____</p>	<p><b>Regular Time:</b> \$ _____/ Crew-Hour</p> <p><b>Overtime:</b> \$ _____/ Crew-Hour</p> <p><b>Holiday Time:</b> \$ _____/ Crew-Hour</p>
			<p><b>Regular Time:</b> \$ _____/ Crew-Hour</p>
<p><b><u>Work Item G</u></b> <b><u>Root Pruning</u></b></p>	<p>150 Man Hours</p>	<p>Contractor to provide all labor, equipment and materials to prune root(s) that negatively impact sidewalks, roadways, or private property within the City's right-of-way.</p>	<p><b>Overtime:</b> \$ _____/ Crew-Hour</p> <p><b>Holiday Time:</b> \$ _____/ Crew-Hour</p>



<b>Work Item H</b> <b>Flagging</b> <b>Team</b>	100 Man Hours	Contractor to provide all personnel, equipment, and materials to provide traffic control for work sites that require road lane closures.	<b>Regular Time:</b> \$ _____/ Crew-Hour  <b>Overtime:</b> \$ _____/ Crew-Hour  <b>Holiday Time:</b> \$ _____/ Crew-Hour
--	------------------	---	--

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

**HOURLY RATES – CONTINGENCY SERVICES**

ITEM	RATES		
	Regular Rate	Overtime Rate	Holiday Rate
Certified Arborist - Consultation	\$ _____/Hour	\$ _____/Hour	\$ _____/Hour
Labor – Tree Man	\$ _____/Hour	\$ _____/Hour	\$ _____/Hour
Labor – Stump Grinder Operator	\$ _____/Hour	\$ _____/Hour	\$ _____/Hour
Labor – Ground Man	\$ _____/Hour	\$ _____/Hour	\$ _____/Hour
Logging Truck with Operator	\$ _____/Hour	\$ _____/Hour	\$ _____/Hour
Front End Loader with Operator	\$ _____/Hour	\$ _____/Hour	\$ _____/Hour
Crane with Operator	\$ _____/Hour	\$ _____/Hour	\$ _____/Hour
Aerial Tower	\$ _____/Hour		
Chipper	\$ _____/Hour		
Dump Truck	\$ _____/Hour		

**Option 2: Unit Price**

<b>Tree Trimming</b>			
<b>DBH</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended</b>
2 - 11 inches	2350		
12 - 17 inches	700		
18 - 23 inches	200		
24 - 35 inches	125		
36 - 47 inches	100		
48+ inches	25		
<b>Total:</b>	<b>3500</b>		
<b>Tree Removal</b>			
<b>DBH</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended</b>
2 - 11 inches	145		
12 - 17 inches	80		
18 - 23 inches	10		
24 - 35 inches	8		
36 - 47 inches	5		
48+ inches	2		
<b>Total:</b>	<b>250</b>		
<b>Stump Grinding</b>			
<b>Size</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended</b>
2 - 11 inches	145		
12 - 17 inches	80		
18 - 23 inches	10		
24 - 35 inches	8		
36 - 47 inches	5		
48+ inches	2		
<b>Total:</b>	<b>250</b>		
<b>Root pruning</b>			
<b>Size</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended</b>
NA	150		
<b>Total:</b>	<b>150</b>		

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

**We acknowledge the following addenda:** \_\_\_\_\_  
(please indicate numbers)

**CONTACT INFORMATION:**

Contact Name: \_\_\_\_\_

24 Hr Phone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Hours of Operations: \_\_\_\_\_ (M-F)

Pager Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**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 \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Authorized Representative's Signature \_\_\_\_\_

Date \_\_\_\_\_



**CITY OF NOVI**  
**CONTRACTOR QUALIFICATIONS FORM**  
**FORESTRY SERVICES (REBID)**

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

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Representative's Name (please print): \_\_\_\_\_

Representative's Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

1. Type of Organization: (Circle One)

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

2. Firm established: \_\_\_\_\_

3. If applicable, former firm name(s): \_\_\_\_\_

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

\_\_\_\_\_

5. How many current full time employees? \_\_\_\_\_ Part-time employees? \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

---

---

---

---

---

---

---

---

---

---

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

---

---

---

---

---

---

---

---

---

---

---

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 \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Contact name \_\_\_\_\_

Company \_\_\_\_\_



14. Based on your current resources, are you available to provide emergency forestry services during severe weather events, such as ice storms, tornados, etc.? Please explain.

---

---

---

---

---

15. Do you plan to use subcontractors? If so, identify proposed subcontractors.

---

---

---

---

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

---

---

---

---

---

---

---

---

---

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

18. We have included a list of comparable projects (in detail) as required in the specifications. Yes \_\_\_\_\_ 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.

( ) 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): \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

Date \_\_\_\_\_



**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 to 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.





**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 \_\_\_\_\_, whose address is \_\_\_\_\_, (hereinafter referred to as "Contractor").

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

Article I. Statement and Performance of Work.

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

Article II. Term of Agreement.

Performance of this Contract shall commence on November 24, 2017 and end on November 24, 2018. 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.

## **SAMPLE AGREEMENT**

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.

## **SAMPLE AGREEMENT**

- 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.**

## **SAMPLE AGREEMENT**

- 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. 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.
- G. 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 Cortney Hanson

Consultant:



**SAMPLE AGREEMENT**

- H. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.
- I. 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.
- J. 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.
- K. 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: Cortney Hanson  
Its: Clerk

**WITNESS AND DATES  
OF SIGNATURES:**

**CONTRACTOR**

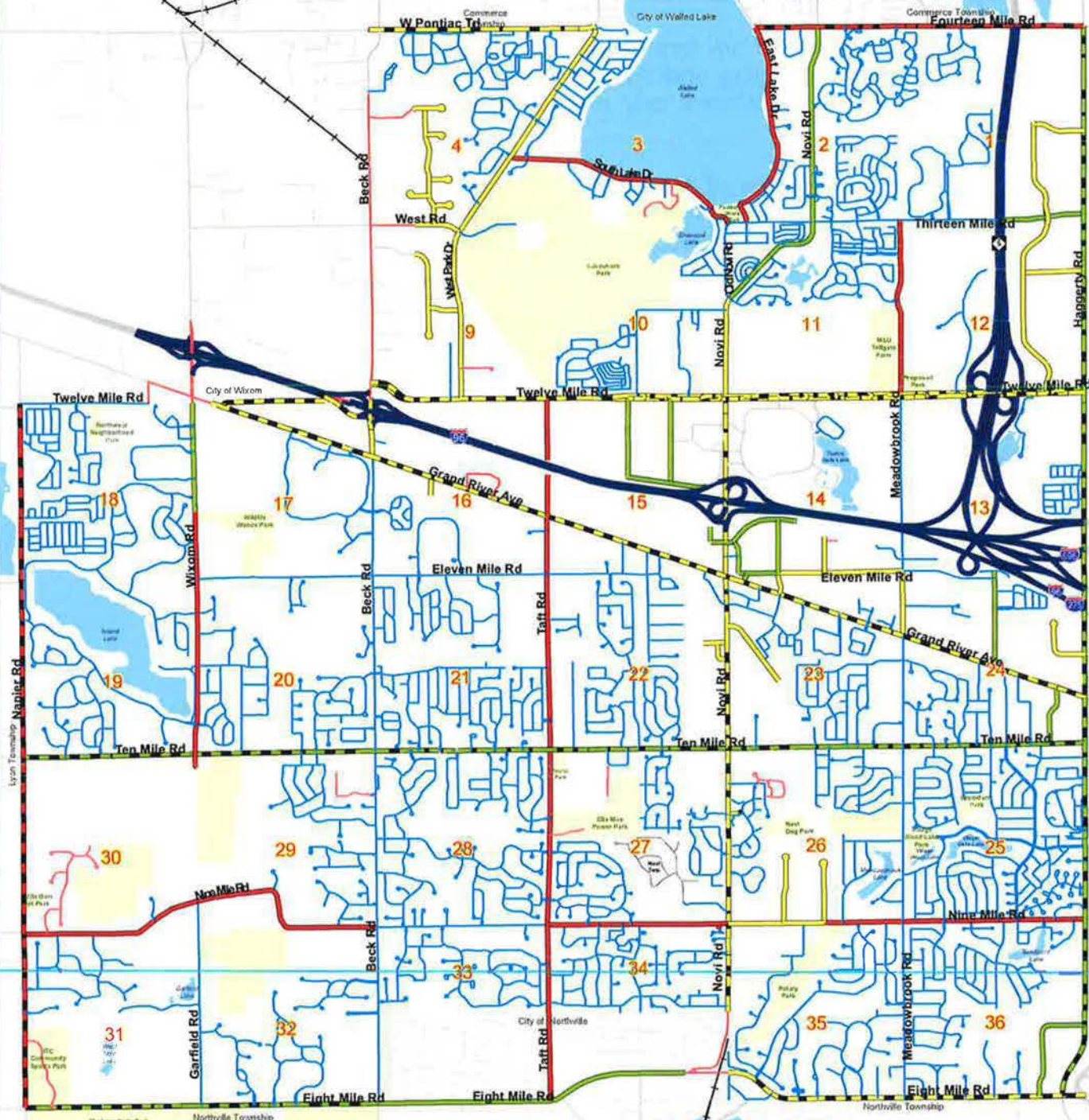
\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By:  
Its:

1275476.3

# Roadway Weight Classification

City of Novi



Map Author: Jon Gartha  
 Date: August 9, 2016  
 Project: Roadway Weight Classifications  
 Version #: 1.0

**MAP INTERPRETATION NOTICE**

Map information displayed is not intended to replace or substitute for any other of its primary sources. 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 132 of 1970 as amended. Please contact the City's Manager to confirm source and accuracy information related to this map.

**Weight Classification**

- City All-Season
- City A-Restricted
- City B-Restricted
- City B-Closed
- No City Restrictions
- County All-Season
- County A-Restricted
- County B-Restricted
- State All-Season
- Not Available

Notes: 8 Mile Road from Haggerty Road to Novi Road is maintained by Wayne County  
 8 Mile Road from Beck Road to Napier Road is maintained by Oakland County



**City of Novi**

Information Technology Department  
 Geographic Information Services  
 45175 Ten Mile Rd.  
 Novi, MI 48375  
 cityofnovi.org





**CITY OF NOVI**  
**FORESTRY SERVICES (REBID)**  
**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.

**Option 1: Hourly Rate**

Work Item	Estimated Quantity	Description	Price Per Hour
<b>Work Item A</b> Tree Removal	500 Man Hours	Contractor to provide all labor and equipment necessary for removal and disposal of trees. This item does not include the additional equipment needed to remove logs greater than 16 inches in diameter and stumps.  <b>Typical Crew Size:</b> <u>  3  </u>	<b>Regular Time:</b> \$ <u>  225.00  </u> / Crew-Hour  <b>Overtime:</b> \$ <u>  281.25  </u> / Crew-Hour  <b>Holiday Time:</b> \$ <u>  300.00  </u> / Crew-Hour
<b>Work Item B</b> Stump Removal	400 Man Hours	Contractor to provide all labor, equipment and materials to perform stump removal/grinding, including site restoration.  <b>Typical Crew Size:</b> <u>  2  </u>	<b>Regular Time:</b> \$ <u>   96.00  </u> / Crew-Hour  <b>Overtime:</b> \$ <u>  120.00  </u> / Crew-Hour  <b>Holiday Time:</b> \$ <u>  130.00  </u> / Crew-Hour
<b>Work Item C</b> Block Pruning	3,000 Man Hours	Contractor to provide all labor, equipment and materials for pruning of trees in rights-of-way. Block pruning will be done on a square mile/section basis throughout the City.  <b>Typical Crew Size:</b> <u>  2  </u>	<b>Regular Time:</b> \$ <u>  135.00  </u> / Crew-Hour  <b>Overtime:</b> \$ <u>  168.75  </u> / Crew-Hour  <b>Holiday Time:</b> \$ <u>  175.50  </u> / Crew-Hour

<p><b><u>Work Item D</u></b> General Service Request</p>	<p>1000 Man Hours</p>	<p>Contractor to provide all labor, equipment and materials for individual tree service requests from City representatives.</p> <p><b>Typical Crew Size:</b> <u>  3  </u></p>	<p><b>Regular Time:</b> \$ <u>  225.00  </u> / Crew-Hour</p> <p><b>Overtime:</b> \$ <u>  281.25  </u> / Crew-Hour</p> <p><b>Holiday Time:</b> \$ <u>  300.00  </u> / Crew-Hour</p>
<p><b><u>Work Item E</u></b> Storm Damage Removal</p>	<p>200 Man Hours</p>	<p>Contractor to provide all labor, equipment and materials to make an area affected by storm damage safe. This only includes work performed outside of regular working hours (overtime rate). Crews <b>must</b> be on the site of storm damage within two (2) hours of receipt of a City representative's request.</p> <p><b>Typical Crew Size:</b> <u>  3  </u></p>	<p><b>Regular Time:</b> \$ <u>  280.00  </u> / Crew-Hour</p> <p><b>Overtime:</b> \$ <u>  350.00  </u> / Crew-Hour</p> <p><b>Holiday Time:</b> \$ <u>  364.00  </u> / Crew-Hour</p>
<p><b><u>Work Item F</u></b> Open Drain Tree Removal and Debris Removal</p>	<p>200 Man Hours</p>	<p>Contractor to provide all labor, equipment and materials to remove fallen or dangerous trees and woody debris from water courses, detention basins, rear yard drains, and other similar locations.</p> <p><b>Typical Crew Size:</b> <u>  3  </u></p>	<p><b>Regular Time:</b> \$ <u>  225.00  </u> / Crew-Hour</p> <p><b>Overtime:</b> \$ <u>  281.25  </u> / Crew-Hour</p> <p><b>Holiday Time:</b> \$ <u>  300.00  </u> / Crew-Hour</p>
<p><b><u>Work Item G</u></b> <b><u>Root Pruning</u></b></p>	<p>150 Man Hours</p>	<p>Contractor to provide all labor, equipment and materials to prune root(s) that negatively impact sidewalks, roadways, or private property within the City's right-of-way.</p>	<p><b>Regular Time:</b> \$ <u>  200.00  </u> / Crew-Hour</p> <p><b>Overtime:</b> \$ <u>  225.00  </u> / Crew-Hour</p> <p><b>Holiday Time:</b> \$ <u>  235.00  </u> / Crew-Hour</p>

<b><u>Work Item H Flagging Team</u></b>	100 Man Hours	Contractor to provide all personnel, equipment, and materials to provide traffic control for work sites that require road lane closures.	<b>Regular Time:</b> \$ <u>55.00</u> / Crew-Hour
			<b>Overtime:</b> \$ <u>69.00</u> / Crew-Hour
			<b>Holiday Time:</b> \$ <u>75.00</u> / Crew-Hour

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

**HOURLY RATES – CONTINGENCY SERVICES**

ITEM	RATES		
	Regular Rate	Overtime Rate	Holiday Rate
Certified Arborist - Consultation	\$ <u>38.00</u> /Hour	\$ <u>47.50</u> /Hour	\$ <u>47.50</u> /Hour
Labor – Tree Man	\$ <u>42.00</u> /Hour	\$ <u>52.50</u> /Hour	\$ <u>52.50</u> /Hour
Labor – Stump Grinder Operator	\$ <u>N/A</u> /Hour	\$ <u>N/A</u> /Hour	\$ <u>N/A</u> /Hour
Labor – Ground Man	\$ <u>29.50</u> /Hour	\$ <u>36.25</u> /Hour	\$ <u>36.25</u> /Hour
Logging Truck with Operator	\$ <u>95.00</u> /Hour	\$ <u>118.75</u> /Hour	\$ <u>118.75</u> /Hour
Front End Loader with Operator	\$ <u>95.00</u> /Hour	\$ <u>118.75</u> /Hour	\$ <u>118.75</u> /Hour
Crane with Operator	\$ <u>175.00</u> /Hour	\$ <u>218.75</u> /Hour	\$ <u>218.75</u> /Hour
Aerial Tower	\$ <u>40.00</u> /Hour		
Chipper	\$ <u>10.00</u> /Hour		
Dump Truck	\$ <u>15.00</u> /Hour		

**Option 2: Unit Price**

<b>Tree Trimming</b>			
<b>DBH</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended</b>
2 - 11 inches	2350	\$40.00	\$94,000.00
12 - 17 inches	700	\$68.00	\$47,600.00
18 - 23 inches	200	\$112.00	\$22,400.00
24 - 35 inches	125	\$180.00	\$22,500.00
36 - 47 inches	100	\$390.00	\$39,000.00
48+ inches	25	\$450.00	\$11,250.00
<b>Total:</b>	<b>3500</b>		<b>\$236,750.00</b>
<b>Tree Removal</b>			
<b>DBH</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended</b>
2 - 11 inches	145	<del>15</del> \$145.00	\$10,875.00
12 - 17 inches	80	<del>125</del> \$10,000.00	\$10,000.00
18 - 23 inches	10	<del>375</del> \$3,750.00	\$3,750.00
24 - 35 inches	8	<del>600</del> \$4,800.00	\$4,800.00
36 - 47 inches	5	<del>1300</del> \$6,500.00	\$6,500.00
48+ inches	2	<del>1500</del> \$3,000.00	\$3,000.00
<b>Total:</b>	<b>250</b>		<b>\$38,925.00</b>
<b>Stump Grinding</b>			
<b>Size</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended</b>
2 - 11 inches	145	\$25.00	\$3,625.00
12 - 17 inches	80	\$30.00	\$2,400.00
18 - 23 inches	10	\$50.00	\$500.00
24 - 35 inches	8	\$80.00	\$640.00
36 - 47 inches	5	\$160.00	\$800.00
48+ inches	2	\$195.00	\$390.00
<b>Total:</b>	<b>250</b>		<b>\$8,355.00</b>
<b>Root pruning</b>			
<b>Size</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended</b>
NA	150	\$110.00	\$16,500.00
<b>Total:</b>	<b>150</b>		<b>\$16,500.00</b>

*unit prices  
Corrected  
Submittants*

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

**We acknowledge the following addenda:** Option 2: unit price pg 22.  
**(please indicate numbers)**

**CONTACT INFORMATION:**

Contact Name: Crystal O'Connor

24 Hr Phone Number: (313) 562-9051

Cell Number: (313) 999-6728

Hours of Operations: 8:00 a.m. - 5:00 p.m. (M-F)

Pager Number: N/A

Email Address: management@greenside.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 The Greener Side, Inc. DBA CutMyTreeDown.com

Address 2642 Princess St.

City, State, Zip Inkster, MI 48141

Telephone (313) 562-9051 Fax (313) 562-9084

Authorized Representative Crystal O'Connor

Authorized Representative's Signature *Crystal O'connor*

Date October 9, 2017



CITY OF NOVI  
CONTRACTOR QUALIFICATIONS FORM  
FORESTRY SERVICES (REBID)

Original

REVISED

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

Firm Name: The Greener Side, Inc. DBA CutMyTreeDown.com  
Address: 2642 Princess St.  
City: Inkster State: MI Zip: 48141  
Telephone Number: (313) 562-9051 Fax Number: (313) 562-9084  
Representative's Name (please print): Crystal O'Connor  
Representative's Title: Business Manager  
Email Address: crystal@greeneraside.com

1. Type of Organization: (Circle One)
  - a. Individual
  - b. Partnership
  - c. Corporation
  - d. Joint Venture
  - e. Other \_\_\_\_\_
2. Firm established: 1998
3. If applicable, former firm name(s): \_\_\_\_\_
4. Has any officer or partner of this organization owned or operated a company that declared bankruptcy during the last 10 years? No  Yes \_\_\_\_\_  
When: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. How many current full time employees? 12 Part-time employees? 2
6. How many full-time crews are you able to provide to the City? 2
7. Provide information relative to the experience your company has had working with municipalities. Please provide the names of municipalities where service was provided.

.Proud to be part of removing dead and/or dangerous tree/limbs for the City of Detroit. Includes stump removal hauling away debris and emergency clean ups with a minimum of 15 trees per week, year round.

City of Dearborn, incidental tree services provides a weekly route to trim street lined trees with a minimum 30 hrs per week.



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

Twenty nine years in business with outstanding business relationships with many municipalities.  
Established interconnection with financial institutes and line of credit.

9. 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.

\_\_\_\_\_

Please see attachment - staff list

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

The Greener Side, Inc. DBA CutMyTreeDown.com currently serves the following municipalities with Similar services:

- City of Detroit

- City of Dearborn - Incidental Tree Services

- City of Taylor

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Company City of Detroit

Address \_\_\_\_\_

Phone (313) 720-5424 Contact name Carlos Coronado

Company City of Dearborn

Address \_\_\_\_\_

Phone (313) 943-2382 Contact name Mark Brace

Company WCCCD

Address \_\_\_\_\_

Phone (313) 402-0920 Contact name Ralph Piper

12. 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 Attachment - Listing of Motorized Equipment  
\_\_\_\_\_  
See Attachment - Listing of Other Equipment  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

- International Society of Arboriculture       Tree Care Industry Association  
 Arboricultural Society of Michigan Association       Michigan Green Industry

14. 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.

\_\_\_\_\_  
The Greener Side, Inc. DBA CutMyTreeDown.com is fully prepared financially and has the proper safety background, equipment and expertise.  
\_\_\_\_\_  
CutMyTreeDown.com Crews 1-3 have weekly meetings to assure the work is engineered to get the project complete as the clients needs.  
\_\_\_\_\_

15. Based on your current resources, are you available to provide emergency forestry services during severe weather events, such as ice storms, tornados, etc.? Please explain.

The Greener Side, Inc. DBA CutMyTreeDown.com has a process for any event needed for emergency services.

16. Do you plan to use subcontractors? If so, identify proposed subcontractors.

We currently subcontract for all crane projects.

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

The Greener Side, Inc. DBA CutMyTreeDown.com cores values are integrity, best practices, constant improvement, receptive to ideas, can do attitudes, safety and team. Our weekly safety meetings are a combination of the four forestry organization safety standard books and always preparing our crews/staff of the latest changes.

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

19. We have included a list of comparable projects (in detail) as required in the specifications. Yes  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.

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): Crystal O'connor

Authorized Representative's Signature: Crystal O'connor

Date October 9, 2017



CutMyTreeDown.com  
(313) 562-9051

2642 Princess  
Inkster, MI 48141  
Phone:(313) 562-9051 Fax: (313) 562-9084  
www.cutmytreedown.com

October 9, 2017

**ITB- 101117 Forestry Services Rebid**

**Listing of staff for City of Novi Project**

Wayne Michalak	President
Crystal O'Connor	Admin # 1
Ashley Starnes	Admin # 2
Angela McGuire	Admin # 4
Rhonda Carter	HR
Jon Stone (CL)	Mechanic
Joe Achilli	Production Manager (Crews 1,2 &3)
Jeffery McCollough (CL)	Climber 1 (On-site supervisor)
Brandon Louk (CL)	Crew 1
Bobby Charters (CL)	Crew 1
David Dumas (CL)	Climber 2 (On-site supervisor)
Brian Taylor	Crew 2
Dale Ferguson	Crew 2
Wesley Ashton	Climber 3 (On-site supervisor)
Martenis Parker (DL)	Crew 3
Kevin Rygiel	Crew 3
Antonio Bonner (CDL)	Crew 1,2 & 3 / CDL



**CutMyTreeDown.com**  
(313) 562-9051

2642 Princess  
Inkster, MI 48141  
Phone:(313) 562-9051 Fax: (313) 562-9084  
www.cutmytreedown.com

October 9, 2017

**ITB- 101117 Forestry Services Rebid**

**Listing of Other Equipment**

	<b>Product or Model #</b>	<b>Vin or Serial #</b>	<b>Equipment</b>
TD01	372 XP	20155000681	71 CC Chainsaw w/20" Bar
TD02	MS150TCE 12	179710850	MS150TCE 12 Stihl Chainsaw
TD03	Morbark M18R	4S8SZ191 5DW0 51782	2013 Morbark Chipper
TD05	CID Extreme 44"	90055	Root grapple for Bobcat MT52 or 463
TD07	SC362	1VRF112Y0G1000830	Vermeer Stump Cutter
TD08	MS880	181669104	MS880 47" Stihl Chainsaw
TD09	MS661CM	181763836	32" Bar & Chain
TD10	MS362CM	508485750	25 Stihl Chainsaw
TD11	Morbark M18R	4S8SZ191 3EW0 51880	2014 Morbark Chipper
TD12	MS201T	181589897	Stihl top chainsaw
TD13	MS461	181613077	28" Stihl Chainsaw
TD14	MS362CM	508715947	20" Stihl Chainsaw
TD15	MS201T	182401674	20" Stihl Chainsaw
TD16	S800TX	1VRB070A6H1002948	2017 mini track loader bucket
TD17	Ryans 42" Grapple	336184	Ryans 42" Grapple
TD18	EBZ8500	96662450120162401643	Redmax Backpack Blower
TD20	SC60TX	1VRY12054H1002878	2017 Vermeer Stump Cutter
HE02	S70	B38V11841	BobCat Mini Skid Steer
HE03		DZT01051	242D Caterpillar Skid Steer Loader
HE04	914K	914K	914k Caterpillar Wheel Loader
HE05	908H2	JRD02457	908H2 Caterpillar Wheel Loader



**CutMyTreeDown.com**  
(313) 562-9051

2642 Princess  
Inkster, MI 48141  
Phone:(313) 562-9051 Fax: (313) 562-9084  
www.cutmytreedown.com

October 9, 2017

**ITB- 101117 Forestry Services Rebid**

**Listing of Motorized Equipment**

Truck #	Make	Model	Year	Common Name
30	Ford	F350	2016	Chipper
64	Ford	F450	2003	Chipper
72	HiRanger	5FA-52PBI	2004	Bucket
76	Ford	F750	2016	Bucket
90		International	1995	Lowboy
105	Ford	F350	2016	Chipper
106	Ford	F450	2002	Chipper
107		International	2004	Grapple
114	HiRanger	5FA-52PBI	2003	Bucket
115	GMC	C6500	2005	Chipper
118	Ford	F750	2017	Bucket





# CERTIFICATE OF LIABILITY INSURANCE

9THEG-2

OP ID: PS

DATE (MM/DD/YYYY)  
10/10/2017

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

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

<b>PRODUCER</b> Insurance & Benefits Group 252 N.W. Executive Way Lee's Summit, MO 64063 Rodney Demaree	<b>CONTACT NAME:</b> Patty Short <b>PHONE (A/C No. Ext):</b> 816-525-3155 <b>FAX (A/C No.):</b> 660-827-1785 <b>E-MAIL ADDRESS:</b> pshort@ibgagent.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Lexington Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B : Ohio Security Insurance Co</td> <td>24082</td> </tr> <tr> <td>INSURER C : Starstone Specialty Insurance</td> <td></td> </tr> <tr> <td>INSURER D : LM Insurance Corporation</td> <td>23043</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lexington Insurance Co		INSURER B : Ohio Security Insurance Co	24082	INSURER C : Starstone Specialty Insurance		INSURER D : LM Insurance Corporation	23043	INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Lexington Insurance Co														
INSURER B : Ohio Security Insurance Co	24082													
INSURER C : Starstone Specialty Insurance														
INSURER D : LM Insurance Corporation	23043													
INSURER E :														
INSURER F :														
<b>INSURED</b> The Greener Side, Inc. dba Cutmytredown.com Crystal O'Connor 2642 Princess Street Inkster, MI 48141														

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			015375561	05/01/2017	05/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAS56408277	11/12/2016	11/12/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			71270Q171ALI	05/01/2017	05/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC5-39S-327787-016	10/26/2016	10/26/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Novi is an Additional Insured under the General Liability policy if required by a written contract with the named insured, but only for the coverage and limits provided by the policy and the Additional Insured endorsement as allowable by law or state statute.

**CERTIFICATE HOLDER****CANCELLATION**

City of Novi  
 47175 Ten Mile Road  
 Novi, MI 48375

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Rodney S. Demaree*

© 1988-2014 ACORD CORPORATION. All rights reserved.



**CITY OF NOVI**  
**CONTRACTOR QUALIFICATIONS FORM**  
**FORESTRY SERVICES (REBID)**

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

Firm Name: The Greener Side, Inc. DBA CutMyTreeDown.com  
Address: 2642 Princess St.  
City: Inkster State: MI Zip: 48141  
Telephone Number: (313) 562-9051 Fax Number: (313) 562-9084  
Representative's Name (please print): Crystal O'Connor  
Representative's Title: Business Manager  
Email Address: crystal@greeneraside.com

1. Type of Organization: (Circle One)

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

2. Firm established: 1998

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

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

5. How many current full time employees? 25 Part-time employees? 2

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_