



cityofnovi.org

# CITY of NOVI CITY COUNCIL

Agenda Item G  
December 21, 2009

**SUBJECT:** Approval to award annual tree pruning contract to Owen Tree Service Inc. in the not to exceed amount of \$50,000.

**SUBMITTING DEPARTMENT:** Department of Public Services – Field Operations Division N/A

**CITY MANAGER APPROVAL:**  RTH

<b>EXPENDITURE REQUIRED</b>	<b>\$50,000</b>
<b>AMOUNT BUDGETED</b>	<b>\$50,000</b>
<b>APPROPRIATION REQUIRED</b>	<b>N/A</b>
<b>LINE ITEM NUMBER</b>	<b>209-000.00-939.260 (Tree Fund Account)</b>

**BACKGROUND INFORMATION:**

In 2006, Davey Resource Group performed a comprehensive street tree inventory that included an Urban Forestry Management Plan. The plan identified pruning as a key component of managing an urban forest. Pruning is an essential part of tree care and is performed for the following reasons: increased strength, proper form, enhanced health, reduction of liability and aesthetics. Based on the Davey report the City should be pruning on a five year cyclical basis (5,000 trees/yr). Currently, Field Operations staff maintain approximately 3,000 trees annually.

As part of the 2009-2010 budget the Novi City Council allocated \$50,000 toward the maintenance of City owned trees. This allocation provided resources for staff to contract out up to 50% of the necessary annual pruning.

On December 8, 2009 five bids were received following a public bidding period (see attached unit price bid tabulation). Upon a thorough evaluation, the Department determined that Owen Tree Service, Inc. met all specifications by providing a responsive bid. This contract period will be for one (1) year. The initial project will commence no later than twenty (20) days after the contract has been awarded and will be completed no later than ninety (90) days after work has begun. The initial project will not exceed \$50,000. Upon mutual consent of the City of Novi and Owen Tree Service, Inc. the contract may be renewed two (2) times in one year increments under the same terms and conditions of the original contract.

**RECOMMENDED ACTION:** Approval to award annual tree pruning contract to Owen Tree Service Inc. in the not to exceed amount of \$50,000.

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

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

CITY OF NOVI  
2009/2010 TREE PRUNING BID TAB

DECEMBER 8, 2009

Maintenance Pruning (Formerly Class II) DBH Ranges	Owen Tree Service	Alpine Tree Service	Procure Tree Service	Davey Tree Expert	Branch Tree Service
	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
3" - 6"	\$6.00	\$9.75	\$14.00	\$15.00	\$8.00
6"-12"	\$10.00	\$19.75	\$18.70	\$22.00	\$14.00
13"-18"	\$14.00	\$28.75	\$42.80	\$34.00	\$32.00
19"-24"	\$26.00	\$37.50	\$57.50	\$45.00	\$58.00
25"-30"	\$30.00	\$43.50	\$82.50	\$60.00	\$102.00
31"-36"	\$36.00	\$51.50	\$122.50	\$75.00	\$170.00
37"-42"	\$45.00	\$61.50	\$152.00	\$120.00	\$228.00
43"-48"	\$45.00	\$68.50	\$182.50	\$150.00	\$300.00
49"-54"	\$45.00	\$68.50	\$148.75	\$190.00	\$402.00
55" and greater	\$45.00	\$68.50	\$169.75	\$280.00	\$475.00
Attended pre-bid mtg	yes	yes	yes	yes	yes
Questionnaire included	yes	yes	yes	yes	yes
Bid bond included	yes	yes	yes	yes	yes
Acknowledged Addendum	yes	yes	yes	yes	yes

## CONTRACT

This Contract ("Contract"), dated December \_\_\_\_, 2009 is between the City of Novi, 45175 W. Ten Mile, Novi, Michigan 48362 (hereinafter referred to as "City"), and Owen Tree Service Inc., whose address is 225 N. Lake George, Attica, MI 48412 (hereinafter referred to as "Contractor").

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

Term of Agreement. Performance of this Contract will commence on December 21, 2009 and end on December 20, 2010. Upon mutual consent of the City and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments at the same prices, terms, and conditions as the original contract. The City makes no guarantee regarding the amount of work or dollar value of work to be needed during the contract extensions.

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

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

Time of Work. All Insurance requirements shall be satisfied within 14 days, and work shall be completed within specified date in "Exhibit A". These time limits are of the essence of this Contract and failure to meet them shall permit City to terminate this Contract whether or not work has been commenced.

Payment. The City agrees to pay the Contractor the not-to-exceed sum of \$50,000.00 for the initial project as specified in "Exhibit A", accompanied by a sworn statement and full unconditional waivers of lien, confirming that all subcontractors and any material suppliers have been paid in full.

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

Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the City, its agents, and others working on its behalf against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the City by reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract.

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

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

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

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

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

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

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

Contractor: Randy Owen, 225 N. Lake George Rd., Attica, MI 48412.

Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

[signatures on next page}

WITNESS AND DATES  
OF SIGNATURES:

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

CITY OF NOVI

\_\_\_\_\_

By: David B. Landry  
Its: Mayor

\_\_\_\_\_

By: Maryanne Cornelius  
Its: Clerk

CONTRACTOR

\_\_\_\_\_

By: Randy Owen  
Its:



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CITY OF NOVI

"Exhibit A"

## 2009/2010 STREET TREE PRUNING

### 1. Purpose/Scope of Work

The City of Novi is soliciting proposals for the pruning of street trees on a per unit basis based on Diameter at Breast Height (DBH). The purposes of these specifications are to best preserve and enhance the beauty, structural integrity, and functional value of trees.

These specifications are presented as working guidelines, recognizing that trees are individually unique in form and structure and their pruning needs may not always fit strict rules.

### 2. Overview of Specifications:

A. All specifications are based on International Society of Arboriculture, National Arborist Association, and American National Standards Institute criteria. Examples include but are not limited to the following:

- ANSI Z-133: American Standard of Tree Worker Safety
- ANSI A300: Standard Practices for Trees, Shrubs, and Other Woody Plant Maintenance

B. All tree work shall be performed according to these specifications.

### 3. General Requirements

A. The following requirements shall be used during any pruning work to be performed on City trees:

- Dispose of all tree debris generated.
- Ensure that good traffic control measures are utilized at all times.
- Minimize disruption of the public.
- Ensure that adequate safety measures are utilized at all times for employees and the public.

B. Contact the City Representative prior to starting any work.

C. The initial tree pruning project will commence no later than twenty (20) days after the contract has been awarded and will be completed no later than 90 days after work has begun. Failure to comply may result in termination of this contract.

D. The contractor will be responsible for notifying the appropriate utility authority before pruning trees in utility wires.

E. Contractor will be responsible for any damage to utilities during the pruning process.

F. Permissible working hours are 7:30 A.M. to 4:00 P.M., Monday through Friday unless authorized by the City. The Contractor shall notify the City of intended operations prior to commencement of work on each working day. No weekend or holiday work will be permitted unless prior authorization is granted by the City. At the end of each working day, the contractor shall clean all work sites of all rubbish, debris, and trimmings resulting from the work, and all work locations shall be left in a neat, safe, and presentable condition.

G. All persons doing work on this project shall be properly uniformed. Contractor's employees shall maintain a neat and clean appearance at all times. Employees shall wear the appropriate clothing apparel at all times. All work shall be performed in a professional and courteous manner.

- H. All vehicles performing work on this project shall be properly identified. Contractor's equipment shall have neat and clean appearance at all times.
- I. Contractor's equipment and general safety precautions must meet or exceed all OSHA, MIOSHA, and MMUTCD requirements.
- J. During the progress of work, adequate provisions shall be made by the contractor to accommodate normal traffic flow over the public streets so as to cause a minimum of inconvenience to the general public. Means of ingress and egress for occupants of property adjacent to the work, with convenient access to driveways, housing, or building shall be provided as far as possible.
- K. The contractor will be required to provide and maintain any and all safety devices, such as barriers, guards, and lights, when and where it may be necessary to do as a result of the work being done. Such devices, barriers, markings, signs, or traffic lights shall conform to the current Michigan Manual of Uniform Traffic Control Devices.
- L. Public Relations: An informational door hanger will be distributed to property owners by the City prior to commencement.
- M. Any damage to property as the result of the Contractor's operations shall be the responsibility of the Contractor. Should the damage not be rectified within the time agreed upon or to the satisfaction of the Parks and Forestry Operations Manager, the City reserves the right to repair or replace that which was damaged, or assess the Contractor such costs as any be reasonable and related to damage caused by the Contractor, and deduct these costs from any payment due the Contractor. The Contractor shall inform the Parks and Forestry Operations Manager of any damage caused by the contractor's operation on the day such damage occurs.
- N. All work must be completed to the satisfaction of the Parks and Forestry Operations Manager, or his/her representative and any questions as to proper procedures or quality of workmanship will be resolved by the same. The Contractor shall be required to address all City requests as they pertain to this contract. Failure to immediately and appropriately address such issues as determined by the City may result in termination of this contract. A City Representative will inspect the work performed by the contractor to ensure the completion of the pruning in accordance with these specifications. Should more than two inspections be required on trees needing additional work, the contractor may be billed for City staff time.
- O. The City shall be notified in writing at least 24 hours in advance of any pruning. The exact quantities and specific locations shall be included as well as a summary of the previous days activities.
- P. The contractor shall not be allowed to subcontract work under this contract unless written approval is granted by the City. The subcontractor, as approved, shall be bound by the conditions of the contract between the City and the Contractor. All directions given to the Subcontractor in the field shall bind the Contractor as if the notice had been given directly to the Contractor.

**4. Tree Locations:**

- A. Work is limited to trees located in public rights-of-way and City-owned property.
  - Examples of sites can include but are not limited to the following:
    - Meadowbrook Glens Subdivision (10 Mile and Meadowbrook Rds.)
    - Major roads including select sections of 9 Mile, 11 Mile, Meadowbrook, Garfield
- B. The Parks and Forestry Operations Manager shall supply the contractor with a list of trees (identified by GPS coordinates, paint, tape, and/or address with site number) for pruning.

- C. The City will determine quantities, locations, and priorities of areas/sections to be pruned as it related to this project.
- The City reserves the right to change, add, delete areas or quantities to be pruned as it deems to be in its best interest.
- D. Total initial project cost is not to exceed \$50,000.

**5. Supervision/Certified Arborist**

- A. Contractor must have a competent individual in charge of his work at all times to whom the City may issue directives and who shall accept and act upon such directives, and who speaks, and writes English competently.
- B. Failure of supervisor to act on said directives shall be sufficient cause to give notice that the contractor is in default of contract, unless such directives would create potential personal injury or safety hazards.
- C. The City requires a certified arborist on the job site at all times. The crew supervisor(s) must be a current International Society of Arboriculture (ISA) Certified Arborist. Their names and certification numbers(s) must be included in the bid document to be considered for this project. Any change in the status of the "certified" individual(s) during the life of this contract must be reported to the City at the time of occurrence. All certification numbers will be verified through the ISA's office. Failure to have a certified arborist on site at all times may result in termination of the contract.

**6. Personnel and Equipment**

- A. The contractor shall supply all material, equipment and personnel necessary for the performance of this contract.
- B. All equipment must be in compliance with bid specifications and all applicable federal, state and local rules and regulations.
- C. All bidders must have in their possession or available to them at the time of bidding all necessary equipment, devices, tools, materials and supplies necessary to perform the work specified herein.
- D. Bidders shall derive all or a majority of their income from arboriculture work. No day labor or temporary part-time workers/employees shall be used in the performance of the contract. Only qualified permanent full-time/part-time employees trained and experienced in doing the required arboricultural work of this contract shall be used under this contract.
- E. The contractor shall provide the necessary crews made up of a combination of equipment and personnel to complete contract specifications as specified in completion schedule.
- F. Individuals found not to be following the intent of these specifications shall be removed from the work site at the request of the City.

**7. Tree Pruning and Disposal**

- A. All pruning shall follow National Arborist Association Maintenance (formerly Class II) Pruning Standards for Shade Trees, an overview of which includes the following:
- To remove all dead, dying, diseased, interfering, objectionable, and weak branches.
  - To remove all interior interfering branches and one of all crossed or rubbing branches where practicable so the removal thereof will not have large holes in the general form of the tree.
  - To remove one branch of all structurally weak "V" crotches occurring along the main trunk or developing within the tree crown, particularly in smaller trees. Special



attention shall be given to the effect removal of such branches will have on the ultimate form of the tree.

- To remove trunk suckers and water sprouts especially where they are present above the upper one half (1/2) of the tree.
  - To improve the appearance of the trees trimmed.
- B. All persons performing tree work on City trees must be trained according to tree care standards accepted by the International Society of Arboriculture.
- C. When tree pruning cuts are made to a side limb, such remaining limb must possess a basal thickness of at least one third (1/3) of the diameter of the wound so affected. Such cuts shall be considered proper only when such remaining limb is vigorous enough to maintain adequate foliage to produce wood growth capable of callusing the pruning cut so affected within a reasonable amount of time.
- D. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree. All major diseases and/or pest problems shall be promptly reported to City Representative.
- E. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with smooth wood surface and secure bark remaining intact. All trees six (6) inches in diameter or less shall be pruned with hand tools only. Chain saws will not be permitted on any trees six (6) inches in diameter or less. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or disease problems.
- F. Whenever pruning cuts are to be made, while removing limbs too large to hold securely in one hand during the cutting operation, the limbs shall be cut off first, one (1) to two (2) feet beyond the intended final cut. Then the final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Such cutting back shall not include the removal of any live, healthy limbs in excess of six (6) inches in diameter without prior approval from City Representative.
- G. No more than twenty five (25) percent of the live wood may be removed from the crown of any tree, without approval of City Representative. Resulting in keeping as much of the crown of the tree as possible.
- H. Any extraneous metal, wire, rubber or other material (i.e. stakes, ties) interfering with tree growth shall be removed immediately.
- I. Any defective or weakened trees shall be reported to City Representative. Specifically, any structural weakness of a tree, decayed trunk or branches, shall be reported in writing, noting the location of the tree by street address and a description of the hazard found in the tree.
- J. The use of climbing spurs or spike shoes in the act of pruning is prohibited unless specifically authorized by City Representative.
- K. Beneficial animal, bird nests, or other nesting cavities shall be preserved and protected whenever feasible, unless doing so would create a hazard.
- L. Attention is to be given to the eventual symmetrical appearance of the trees. Appropriate pruning shall be done in order to maintain a tree-like form typical of the species of the tree being trimmed.
- M. Prevent branch and foliage interference with requirements of safe public passage. Over street clearance shall be kept to a minimum of sixteen (16) feet above the paved surface of the street, fifteen (15) feet above the curb and Ten (10) feet above the surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning
- N. Remove sprout and sucker growth on the main trunk(s). Exceptions are allowed for young trees, which would be irreparably damaged by such pruning

- O. All final cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily begin under normal conditions. Excessively deep flush cuts which produce large wounds or weaken the tree at the cut shall not be made. Sharp pruning tools and saws shall be kept sharpened to result in final cuts with smooth wood surface and secure bark remaining intact.
- P. It is necessary to precut branches that are too heavy to handle to prevent splitting or peeling the bark. Where necessary, to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.
- Q. Equipment that will damage the bark and cambium layer should not be used on or in the tree
- R. Limbs and trunks temporarily placed in the boulevard areas shall be placed in such a manner as to eliminate any obstruction to motor vehicles and pedestrians. Brush and limbs overhanging a curb or pavement shall not be acceptable and under no circumstances shall these materials be allowed to lay on the boulevard or in the park overnight. The penalty for limbs and branches and logs left overnight shall be \$100.00 per site per night.
- S. Cleanup of any debris resulting from any tree pruning operations shall be promptly and properly accomplished. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of debris be allowed in such a manner as to result in a hazard to the public. All debris from tree operations shall be cleaned up each day before the work crew leaves the site, unless permission is given by City Representative to do otherwise. All lawn areas, parkways, streets and sidewalks shall be raked and/or blown clean, and all brush, branches, and other debris shall be removed from the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree pruning operations. Disposal expenses will be the Contractor's responsibility.
- T. All infectious diseased or parts of dead trees possibly harboring vector of infectious diseases shall be removed from the City property and shall become the Contractor's responsibility to ensure destruction of the diseased or dead wood in accordance with the State statutes and local ordinances.

#### **8. Contract Termination**

The City shall have the right to terminate the contract or part thereof before the work is completed with thirty (30) days written notice:

##### **A. For Cause:**

- The contractor is not adequately complying the specifications;
- Proper arboricultural techniques are not being followed after warning notification by the City;
- The Contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment of the specified quality or quantity;
- The Contractor in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work;
- Previous unknown circumstances arise making it desirable in the public interest to void the contract;
- The Contractors fails to comply with the terms of this contract;
- The Contractor refuses to proceed with the work when as directed by the City; or
- The Contractor abandons the work.

Any practice obviously hazardous as determined by the City shall be immediately discontinued by the contractor upon receipt of either written or oral notice to discontinue such practice.

B. For Convenience:

The City may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The City 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.

9. **Selection Criteria**

The City of Novi reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more companies. The proposer selected for the award will be chosen on the basis of the apparent greatest benefit to the City, including but not limited to:

A. **Experience/Qualifications**

Proposals on this contract shall be limited to individuals, partnerships, and corporations actively engaged in landscaping. Proposers shall demonstrate competence, experience, and financial capability to carry out the terms of this contract. The City will require proof of these qualifications and work performance references.

B. **Capacity**

Proposers should 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 that will be made available to accomplish the work described in these documents.

C. **Comparable Projects**

Proposers should submit examples of similar work performed.

D. **Timeline**

Provide proposed schedule for the performance of the tree pruning services, including under unusual or unexpected weather conditions.

E. **References**

Provide a list of references from comparable projects that have been successfully completed by your company. Include the names of contacts.

F. **Cost**

Cost Proposals per Official Bid Form.

10. **General Conditions**

A. The City of Novi reserves the right to interview any number of qualifying providers as part of the evaluation process. The decision of which provider to contact (if any) will be based on the most qualified, cost effective and experienced provider(s) determined in the evaluation process. The City of Novi reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.

B. The City is not required to accept the lowest proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated

around the most important features of the services, of which qualifications, experience, capacity and comparable projects may be overriding factors. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the City.

- C. All proposals shall be opened publicly at the date and time specified. Each shall be recorded with the name of the proposer. All proposals shall be in accordance with the Purchasing Department and the requirements of this notice in order to be deemed "responsive."
- D. No proposal will be accepted from any person, firm or corporation who is in arrears upon any obligation to the City or who otherwise may be deemed irresponsible or unreliable by the City.
- E. No proposal will be allowed to be withdrawn after it has been deposited with the City of Novi, except as provided by law.
- F. Any deviation from the scope of work must be noted in the proposal.
- G. The Request for Proposal document together with its addenda, amendments, attachments and modifications, when executed, becomes the contract or part of the contract between the parties.
- H. Any proposal submitted which requires a down payment or prepayment of any kind prior to work completion and full acceptance as being in conformance with specifications will not be considered for award.

#### **11. Instructions to Contractors**

The following pages include a Contractor questionnaire, and an official bid form. These items must be **FULLY** completed and submitted.

**An original (marked "Original") and three (3) copies of your questionnaire and official bid forms MUST be submitted.**

Bidders not responding to any of the specifications or questions may be classified as unresponsive. The response must follow the format outlined in this proposal. Supplemental information may be attached.

#### **12. Payment**

Partial billings are acceptable, but not more frequently than every two weeks. Payment is made according to the actual number of trees pruned. Billing for work along any street will 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 said work prior to payment being rendered. When an inspection is done and the Contractor, as directed by the City, corrects all problems that may occur, payment will be rendered.



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CITY OF NOVI

2009/2010 Tree Pruning Specifications

CONTRACTOR QUESTIONNAIRE FORM – TREE PRUNING

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

Firm Name: Owen Tree Service, Inc

Address: 225 N. Lake George Rd

City: Attica State: MI Zip: 48412

Telephone Number: 810-724-1151 Fax Number: 810-724-2684

Representative's Name (please print): Randy J. Owen

Representative's Title: President

Email Address: rowen@owentree.com, hparker@owentree.com

1. Type of Organization: (Circle One)

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

2. Firm established: 1985

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

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

5. How many current full time employees? 100 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.

<u>City of Warren</u>	<u>Tree Trimming</u>
<u>City of Sterling Heights</u>	<u>Tree Trimming and Removal</u>
<u>City of Fenton</u>	<u>Tree Trimming and Removal</u>
<u>City of Pontiac</u>	<u>Tree Trimming and Removal</u>
<u>City of Detroit</u>	<u>Tree Removal and Stump Grinding</u>
<u>City of Novi</u>	<u>Tree Removal and Stump Grinding</u>
<u>City of Lapeer</u>	<u>Tree Removal and Stump Grinding</u>
<u>City of Taylor</u>	<u>Tree Removal and Stump Grinding</u>

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

We have been performing municipal contracts for 25+ years. Over 2008 gross sales was over 3 million dollars. We are in a good financial position, our DUNS# is 0090007165.

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.

Oliver Christian III - ISA Arborist MI-3920A on-site Supervisor  
Randy J Owen, President, ISA Arborist MI-0006 project mgr  
Stephen Grzemkowski - Commercial General Foreman 15 years tree experience  
Felipe Lopez Leon - Residential General Foreman 14+ years tree experience

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

No municipal contracts at this time.

10. Please provide a list of client references (minimum of 5) 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.

City of Warren	Jeff Dunmire	586-268-8404	29500 Vandyle Warren
City of Fenton	Les Bland	810-629-4105	301 S. Leroy, Fenton
City of Lapeer	Randy Bennett	810-664-4711	576 Liberty park, Lapeer
City of Pontiac	Heather Weib	248-857-7720	55 Wesson, Pontiac
City of Sterling Heights	Dan Sears	586-2440-2442	7200 18 mile, Sterling Hgts

11. Provide an Equipment List that will be on site and available for use by the crew performing tree pruning (including skid loaders, trucks, tractors, trailers...).

See attached information packet with an equipment list in it. All equipment listed is made available to crews. Crews are outfitted with equipment based upon the job needs.



International  
Society  
of Arboriculture

**CERTIFIED ARBORIST**

**Oliver Christian, III**

Certificate Number: MI-3920A

Expiration Date: 6/30/2010

12. 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

Michigan Green Industry Association

13. Based on your current resources, are you available to prune the quantity of trees identified within the timeframe allocated? Please explain.

Yes, we have equipment and staff available to start and finish per contract requirements.

14. Do you plan to use subcontractors if awarded and approved by the City?

NO

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

We were the 1st Tree Care Company in the Nation to be Accredited by the Tree Care Industry Association (TCIA). We are very proud of this accomplishment. We follow the best work practices, best safety practices and adhere to the A300 pruning standard. We are Audited yearly by TCIA to verify we are compliant with Accreditation Standards and rules.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Authorized Company Representative (please print): Randy J Owen

Representative Signature:  Date 12-3-09





cityofnovi.org

CITY OF NOVI  
2009/2010 TREE PRUNING  
OFFICIAL 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.

Maintenance Pruning (Formerly Class II) (DBH Ranges)	Unit Cost
3"-6"	\$ 6.00
6"-12"	\$ 10.00
13"-18"	\$ 14.00
19"-24"	\$ 26.00
25"-30"	\$ 30.00
31"-36"	\$ 36.00
37"-42"	\$ 45.00
43"-48"	\$ 45.00
49"-54"	\$ 45.00
55" and greater	\$ 45.00

We acknowledge the following addendums (please list) ADDENDUM #1

We understand that the initial tree pruning project will begin no later than 20 days after award, will be completed within 90 days, and will not exceed \$50,000.

Company Name Owen Tree Service, Inc

Representative Randy J Owen

Representative Signature [Signature]

Telephone 810-724-6651 Date 12/31/09

**NOTE:** The City will determine quantities, sizes, and locations of pruning. The City reserves the right to add, change, or delete the quantities.