CITY OF ANN ARBOR
INVITATION TO BID

STREET TREE REMOVAL, STUMPING AND PRUNING
2014-2015

ITB 4348

Due Date: Monday, September 15, 2014
by 10:00 a.m. (Local Time)

Public Services Area/Field Operations Unit
Administering Service Area/Unit

Issued By:
City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48104

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ADVERTISEMENT TO BID FOR
STREET TREE REMOVAL, STUMPING AND PRUNING
CITY OF ANN ARBOR
ITB 4348

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, C/O Customer Service First (1st) Floor, Guy Larcom City Hall, on or before Friday, September 15, 2014 by 10:00 a.m. for street tree removal, stumping and pruning. Bids will be publicly opened and read aloud at this time.

A mandatory pre-bid conference will be Wednesday, August 27, 2014 held at 1:00 PM at the William R. Wheeler Service Center, Conference Room B, 4251 Stone School Road, Ann Arbor, MI 48108.

Work to be done includes tree removal and stumping along City street right-of-way and all related work as specified within the bid documents. The contract requires the removal of approximately 500 street trees and their associated stumps and the pruning of approximately 150 street trees within four Areas by May 31, 2015.

Area 1 :~125 trees for removal and associated stumps; ~50 trees for pruning
Area 2 :~125 trees for removal and associated stumps; ~50 trees for pruning
Area 3 :~125 trees for removal and associated stumps; ~25 trees for pruning
Area 4 :~125 trees for removal and associated stumps; ~25 trees for pruning

Bidder may bid on any or all of the Areas detailed in the bid documents. For each Area bid, the Bidder must bid on all of the tree maintenance activities for that Area (i.e. tree removal, stump removal and tree pruning.

Bid documents, specifications, plans and addendum shall be downloaded by vendors at either of the following web sites, Michigan Inter-governmental Trade Network (MITN) www.mitn.info or City of Ann Arbor web site www.A2gov.org. It is the bidder's responsibility to verify they have obtained all information before submitting bid.

Each Bid shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total of the bid price. A Bid, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening

The successful Bidder will be required to furnish a satisfactory performance bond in the amount of 100% of the contract price and satisfactory insurance coverage. Precondition for entering into a Contract with the City of Ann Arbor is compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. The successful Bidder may also be required to comply with Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the Contract Documents. All bidders are required to complete and submit the City of Ann Arbor Conflict of Interest Disclosure Form with the bid.

After the time of opening, no Bid may be withdrawn for a period of ninety (90) days. The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Any further information may be obtained from the Ann Arbor Procurement Office,
(734) 794-6500
CITY OF ANN ARBOR PROCUREMENT UNIT

NOTICE OF PRE-BID CONFERENCE

A **mandatory** pre-bid conference will be held on Wednesday, August 27, 2014 at 1:00 PM

William R. Wheeler Service Center, Conference Room B
4251 Stone School Road, Ann Arbor, MI 48108

The purpose of this meeting is to discuss with the prospective bidders the bid specifications, review City permits and answer bidder questions.

The pre-bid meeting is for information only. Any answers furnished will not be official until verified in writing by the Financial Service Area, Procurement Unit. Answers that change or substantially clarify the bid will be affirmed in an addendum.

Access to Facilities will not be made available at any other time.

Failure to attend the meeting and sign the ITB # 4348 sign-in sheet at the pre-bid meeting will automatically disqualify a bidder from submitting a valid bid. Any bid submitted by a party not attending and signing the roster at the pre-bid meeting will not be opened or considered.

INVITATION TO BID

City of Ann Arbor
Guy C. Larcom Municipal Building
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and **Addenda numbered _____**, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:319 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the

Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS _____ DAY OF _____, 2014

_____

Bidder's Name

_____	_____
Official Address	Authorized Signature of Bidder
_____	_____
Telephone Number	(Print Name of Signer Above)

INSTRUCTIONS TO BIDDERS

General

Work to be done under this Contract is generally described through the scope of work and specifications and must be completed in full accordance with the bid documents. All work to be done under this Contract is located in or near the City of Ann Arbor.

Any Bid which does not conform fully to these instructions may be rejected.

Conditions of the Work

Before submitting a Bid, contractors shall review **Appendix A** (Work Areas and Sample Tree Removal and Pruning Locations), **Appendix B** (Contractor Qualifications) and visually inspect the Areas to arrive at a clear understanding of the conditions to be encountered, the difficulties involved, and all other factors affecting the work proposed under this bid request. It is advised that the contractor record any sidewalk, drive, curb, landscaping or other defects on the property prior to performing the work. Photos should accompany written documentation of such defects.

Public communications: It is expected that the contractor's employees will, at all times, be courteous and professional when interacting with the Ann Arbor public – residents, pedestrians, motorists and visitors. The contractor is to forward questions not directly dealing with the contractor's tree removal, stump removal or tree pruning operations to the Forestry Field Operations Supervisor or Urban Forest and Natural Resources Planning Coordinator.

Preparation of Bids

Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

Questions or Clarification on ITB Specifications

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or September 5, 2014 before by 3:00 p.m. and should be addressed as follows:

Specification questions emailed to kgray@a2gov.org
Bid Process and HR Compliance questions emailed to mberryman@a2gov.org

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of Kerry Gray at kgray@a2gov.org as soon after discovery as possible. Further, the contractor and/or service provide shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or City of Ann Arbor web site www.A2gov.org for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before September 15, 2014 at 10:00 AM. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and two (2) Bid copies in a sealed envelope clearly marked: **ITB 4348 Street Tree Removal, Stumping and Tree Pruning**

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit,
c/o Customer Service, 1st Floor
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Bids should be date/time stamped/signed at the address above in order to be considered. Normal business hours are 8:00 a.m. to 3:00 p.m. Monday through Friday, excluding holidays. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

Bidder Qualifications

The City will evaluate Bids based on cost as well as experience. Bidders that have not included the required list of similar work experience, associated references and credentials/certification documentation with the Bid Form may have their bid rejected.

Bidders shall be required to self-perform the tree removals and tree pruning under the Scope of Work. Contractors may self-perform or subcontract stump removals.

As part of the bid, Bidders shall provide documentation that the Bidder's company, and/or its proposed subcontractor, has at least 3 years of experience in arboriculture, urban tree removal, stumping and tree pruning, including working in proximity to electrical hazards and in streets requiring Michigan Department of Transportation (MDOT) approved traffic control. Bidder shall also provide 3 references from similar projects completed within the past 5 years.

Bid proposals shall include a list of all persons that will be performing tree removals, stump removals and tree pruning as outlined in this bid. Personnel must be qualified and trained in tree removals, tree pruning and stump removal. Indicate crew leaders and other supervisors and list their qualifications including Utility Line Clearance Specialists, Journeymen or Apprentice; ISA Certified Arborist, Certified Tree Worker, Aerial Lift Specialist or other ISA credential; TCIA Certified Tree Care Safety Professional; years of experience; professional organization memberships; hands-on training; classes or conference sessions in tree work. Bidder shall also submit documentation that its personnel performing tree removal and tree trimming have, at a minimum, **electrical hazard training** or one member that is **line clearance certified**, and otherwise meets applicable MIOSHA and other organization regulations for conducting such work.

All bidders must have in their possession or available to them by formal agreement at the time of bidding, trucks, chippers, stump grinders, chain saws, hand tools, aerial and other equipment and supplies that are necessary to perform the work as outlined in the specifications. All necessary and **required traffic control** signage and flaggers is the responsibility of the selected Contractor.

Key personnel and subcontractors must be acceptable to the City.

Award

The City will award the bid to the responsive and responsible bidders who best meet the City's requirements and who offer the most advantageous combination of low price and highest qualifications for the criteria described in this ITB document. The work may not be awarded to the lowest bidder(s). The City may award the contract for work in an Area to multiple contractors.

The City may utilize alternative offered in the Bid Forms, if any, to determine the lowest

responsible Bidder, For unit price bids, the contract will be awarded based upon the unit prices and the lump sum prices stated by the Bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

All Bids submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the ITB or in the Respondent's response shall be documented and included as part of the final contract.

The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Contract Term

The term of this contract will be for one year, commencing with the issuance of a purchase order.

Official Documents

The City of Ann Arbor shall accept no changes to the bid documents made by the Bidder unless those changes are set forth in the "Alternate" section of Bid form.

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not considered Official copies. Only those Bidders who obtain bid documents from MITN system are guaranteed access to receive addendum information if any issued. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Bid

Bid Security

Each bid must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

Bidders are directed to calculate and submit the required bid bond as follows:
To calculate the bid bond, please take the average tree removal, stump removal and tree pruning cost for each Area that is being bid and multiply by the total estimated number of trees and stumps to be removed and pruned in that area. Complete this for each area of the bid, total the costs for tree and stump removal and tree pruning for each area to get a total bid price.

Example: Determining Average Cost by Area for each Activity (*costs and activities are used for example purposes only*):

Area A

Activity	Tree/Stump Size	Cost Per Tree
Tree Removal	0-5” DBH	$100
Tree Removal	6-10” DBH	$200
Tree Removal	11-15” DBH	$300
Tree Removal	16-20” DBH	$400
Tree Removal	21-25” DBH	$500
Tree Removal	26-30” DBH	$600
Tree Removal	>31” DBH	$700
	Tree Removal Average Cost	**$400**
Stump Removal	0-5” DBH	$10
Stump Removal	6-10” DBH	$20
Stump Removal	11-15” DBH	$30
Stump Removal	16-20” DBH	$40
Stump Removal	21-25” DBH	$50
Stump Removal	26-30” DBH	$60
Stump Removal	>31” DBH	$70
	Stump Removal Average Cost	**$40**

Example: Determining Bid Bond Amount *(costs, numbers and activities are for example purposes only):*

Area	Average Cost Tree Removal	Average Cost Stump Removal	Estimated Number of Trees in Area	Total Tree and Stump Removal Costs
Area A	$400	$40	100	$44,000
Area B	$500	$50	120	$66,000
			TOTAL	**$110,000**
			5% Bid Bond Amount	**$5,500**

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of 90 days, as specified in the Advertisement

Human Rights Information

The selected bidder must comply with Ann Arbor City Code requirements for fair employment practices under City of Ann Arbor contracts. To establish compliance with this Ordinance, the Bidder should complete and return with its bid completed copies of the Human Rights Division Contract Compliance Forms (or EEO Report). In the event forms are not submitted with bids they must be provided within 24 hours of notice.

Wage Requirements

All contractors proposing to do business with the City of Ann Arbor, except those

specifically exempted by regulations promulgated by the Administrator and approved by City Council, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a “covered employer” as defined therein to pay those employees providing services to the City under this agreement a “living wage” as defined in Chapter 23 of the Ann Arbor City code; and, if requested by the City, provide documentation to verify compliance. The contractor agrees to comply with the provisions of Section 1:1815 of Chapter 23 of the Ann Arbor City Code, Attachment A.

Insurance Requirements

Included with this bid are the insurance requirements which must be kept in place for the duration of this awarded work. Awarded contractor must produce all required insurance certificates within five (5) days of award and before work can be started. Please attach, with the submitted bid, one copy of current Certificate of Insurance

Conflict Of Interest Disclosure

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached.

Assignment

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

Subcontractors

No contract may be sublet without the written consent of the City of Ann Arbor. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Ann Arbor for such acts or omissions.

Surety Bonds

Bonds will be required from the successful bidder as follows:

(1) A Performance Bond to the City of Ann Arbor for the amount of the contract.

Bonds shall be executed on forms supplied by the City in a manner and by a Surety Company satisfactory to the City Attorney.

Debarment

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

Disclosures

All information in a submitter's bid is subjected to disclosure under the provisions of Public Act No. 442 of 1976 know as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted under the Freedom of Information Act.

Invoicing

Detailed invoices must indicate each address location serviced and type of tree work performed (tree removal, stump removal or tree pruning).

NOTE: If cost exceeds $10,000.00 this bid will require Human Rights compliance and if it is greater than $25,000.00 it will require City Council approval. Therefore, the bid could be approved after the date stated above. The purchase order will be issued as soon thereafter as possible

Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The vendor must clearly state the reasons for the protest. If a vendor contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the vendor to the Purchasing Agent. The Purchasing Agent will provide the vendor with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

Reservation of Rights

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

BID CHECKLIST

Prior to bid submission, thoroughly review all bid specifications and appendices

The following items must be in submitted bid package:

- ❑ Attended mandatory pre-bid meeting on August 25, 2014 and signed attendance sheet (Documentation is not needed in bid package- City has pre-bid attendance sheet)

- ❑ Invitation to Bid Form – Addendum Acknowledgement

- ❑ Bid Bond in the amount of 5% of the total of the bid price

- ❑ Contractor Qualifications (Appendix B)
    - o Subcontractors Qualifications, if applicable

- ❑ Bid Sheets (Appendix C)
    - o Bid Alternates Form - Any proposed changes to the bid specification, if applicable

- ❑ City of Ann Arbor Human Rights Compliance Forms (Appendix D)

- ❑ City of Ann Arbor Living Wage Compliance form (Appendix E)

- ❑ Vendor Conflict of Interest Disclosure Form (Appendix F)

Please keep bid submittal package to 30 pages or less

SCOPE OF WORK

To provide all supervision, material, labor, equipment, service operations and expertise required to remove, stump and prune street trees in the City of Ann Arbor, as specified herein. These specifications, including drawings and sample tree locations, apply to those items necessary for and incidental to the execution and completion of the tree removal and stumping. Contractor has responsibility to:

A. Remove street trees and their associated stumps in four Areas as outlined in the bid documents.
   a. Area 1: ~125 trees and associated stumps
   b. Area 2: ~125 trees and associated stumps
   c. Area 3: ~125 trees and associated stumps
   d. Area 4: ~125 trees and associated stumps
B. Prune street trees in four Areas as outline in the bid documents.
   a. Area 1: ~ 50 trees
   b. Area 2: ~ 50 trees
   c. Area 3: ~ 25 trees
   d. Area 4: ~ 25 trees
C. Contact Miss Dig/local utility for verification of all underground utility lines in the area of the work prior to the removal of any stump.
D. Exercise reasonable care during tree removal, stumping, pruning, filling, grading and cleanup, to protect from damage all existing trees, shrubs, vegetation, and other site features, improvements, structures, and utilities.
E. Work safely and adhere to all applicable standards and permit requirements.
   Note: Permissible working hours for all activities within this bid are 7:00 a.m. to 7:00 p.m. Monday through Friday. Contractor shall notify the City of intended work hours prior to commencement of work. Saturday work will not be permitted unless prior authorization is granted by the city. Sunday or holiday work is not permitted.
F. Take all precautions to ensure the safety of the public.
G. Interact with the public in a professional and courteous manner.
H. Any work incidental to above.

Applicable Specifications and Standards (include, but are not limited to):

A. ***Manual of Woody Landscape Plants.*** By Michael Dirr. 2009. Stipes Publishing,LLC.

B. ***American National Standard for Tree Care Operations, ANSI A300*** -most current edition. International Society of Arboriculture, PO Box 3129, Champaign IL 61826-3129.

C. ***American National Standards for Arboricultural Operations- Safety Requirements, Z133***- most current edition. International Society of Arboriculture, PO Box 3129, Champaign IL 61826-3129.

D. **Michigan Manual of Uniform Traffic Control Devices**-current edition- for traffic control requirements.

E. **Applicable MIOSHA provisions**.

SPECIFICATIONS- ALL OPERATIONS

The Contractor(s) will perform the work with due care taking precautions against injury to persons, damage to public/private property and interference with vehicular or pedestrian traffic. The Contractor(s) shall take necessary precautions to ensure the safety of all persons engaged in the work of this Contract. All equipment to be used and all work to be performed must be in full compliance with provisions outlined in all applicable industry standards and regulations.

Equipment and tools must not be left unsecured at any time. All equipment and tools must be stored in such manner to ensure that residents and the public do not have access to them.

The Contractor shall provide notification to the City Representative and personnel directly affected by the work of any potentially dangerous situations. In the event of an emergency affecting the safety of persons or property, the Contractor shall act immediately to prevent threatened loss or damage. The Contractor shall immediately stop any activity or operation affecting safety until the situation(s) is corrected.

Contractor is responsible for contacting Miss Dig/local utility for verification of all underground utility lines in the area of the work prior to any stump removal operations. Contractor shall provide the City the list of addresses that have been sent to Miss Dig for utility line verification within 24 hours of the request to Miss Dig. Within 24 hours of confirmed positive response from Miss Dig, Contractor shall provide a list to the City of all addresses indicating which locations have marked utilities and which have been cleared. **Contractor shall be responsible for all damage resulting from neglect from operations associated with this contract or failure to comply with this requirement.**

Where work is conducted in streets or other public thoroughfares, the Contractor(s) shall so plan and schedule work as to cause as little interference as possible with general public traffic, both vehicular and pedestrian. Street surfaces shall be maintained and kept clean. Access to Fire, Police, ambulance and other emergency vehicles shall be maintained at all times.

Work on State Trunklines (Washtenaw Ave., Huron St., Jackson Ave, and Main Street) and major roads (including, Geddes, Stadium and Packard) must occur between 9 a.m. and 3 p.m.; work is not permitted on these roads outside of these times. No work is to be conducted near the University of Michigan Football Stadium on football game Saturdays, or during other major stadium events.

Blocking of public streets shall not be permitted unless prior arrangements have been made by submitting an **Application for Traffic Detour or Lane Closure for each job.** A sample permit is included in this bid package (Appendix G). The form is available online at the city website www.a2gov.org.

Whenever working in the street the Contractor must provide the **required traffic control signage and flaggers** as described in the Michigan Manual of Uniform Traffic Control Devices. **Bids should account for the cost of flagging personnel and traffic control devices as applicable.**

It is the responsibility of the Contractor(s) to **post temporary "No Parking" signs** according to

City regulations (see Appendix H for sample permit). Contractors may obtain signs from the City, but must provide their own posts. Note that Miss Dig must be called prior to digging post holes. Information about the form and process to post temporary no parking signs is available online at www.a2gov.org; Departments; Engineering; Private Development; Work in the Right-of-Way.

The City shall inspect work periodically to insure that all specifications are adhered to.

Payment; Retainage

A. The Contractor shall be paid on the basis of the bid price. The total fee to be paid the Contractor for the services will be a not to exceed dollar amount. The Contractor shall submit each month, or at longer intervals, if it so desires, an invoice covering work performed for which it believes payment, under the Contract terms, is due. Invoices for tree and stump removal must indicate each address location where the tree service occurred, and the total cost for the invoiced location.

   The submission shall be to the City's Finance Department - Accounting Division. The Contract Administrator will, within 21 days following submission of the invoice, prepare a certificate for payment for the work in an amount to be determined by the Contractor Administrator as fairly representing the acceptable work performed during the period covered by the Contractor's invoice. Following the receipt of the Contract Administrator's Certificate, and subject to the City retaining a percentage of the estimate as provided in this paragraph, the City will make payment to the Contractor as soon as feasible, which is anticipated will be within 15 days. To insure the proper performance of this Contract, the City will retain a percentage of the estimate in the same manner as is done for construction contracts under Act 524, Public Acts of 1980. If the City fails to retain a percentage from one or more of the estimates it pays, the City reserves the right to retain the amount from a subsequent payment. Final payment shall be made after completion of the project. In no case shall the final payment be made until the Contractor has complied with all requirements set forth and the City has made final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily complete per plans, specifications, and ready for City acceptance.

B. If the Contract Administrator decides it is inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

C. The Contractor shall promptly remove from the premises all trees and materials determined by the Contract Administrator as failing to meet Contract requirements and the Contractor shall promptly replace and re-execute the work in accordance with the Contract and without expense to the City.

D. The inspection or lack of inspection of any material or work pertaining to this Contract shall not relieve the Contractor of its obligation to fulfill this Contract and defective work shall be made good. Unsuitable trees and materials may be rejected by the Contract Administrator notwithstanding that the work, trees and/or materials have been previously overlooked by the Contract Administrator and accepted or estimated for payment or paid for. If the work or

any part shall be found defective at any time before the final acceptance, the Contractor shall forthwith make good the defect in a manner satisfactory to the Contract Administrator. The judgment and the decision of the Contract Administrator as to whether the materials supplied and the work done under this Contract comply with the requirements of the Contract shall be conclusive and final.

TREE REMOVAL SPECIFICATIONS

Note: All tree and stump removals are to be completed by May 31, 2015. Any extension must be approved by the City. Bidders shall be required to self-perform the required the tree removals under this Scope of Work. Contractors may self-perform or subcontract stump removals

Tree Removal Procedures

A. Appendix A provides a sample list of tree removals by Area. The Sample List of Tree Removals is furnished to provide the Bidder with information on the species, size and location of trees that may be encountered in each Area. It is the responsibility of the Bidder to inspect each Area they will bid on to arrive at a clear understanding of the conditions to be encountered, the difficulties involved, and all other factors affecting the work proposed under this bid request.

   The final list of trees removals for each Area will be provided to the winning Bidder(s) of each Area with the contract and prior to work commencing.

B. All trees to be removed will be painted with a green dot, street side. Trees without a dot **should not** be removed. In the event a tree on the Contractor's list is removed by the City prior to the Contractor's removal, the City will provide an alternate tree of comparable size within the Area for removal by the Contractor.

C. Trees must be removed using acceptable industry practices for removal, including provisions outlined in ANSI A-300 and Z133 standards. Contractor(s) should expect that it might be necessary to climb trees to perform the tree removal for this specification. 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.

D. Limbs and branches larger than four (4) inches in diameter shall be lowered to the ground through the use of ropes or other mechanical device.

E. The property owner adjacent to the extension will be notified by the City of the tree removal; however it is the responsibility of the contractor to arrange for no parking or access to any property out of the street right-of-way.

F. The Contractor is expected to follow City of Ann Arbor ordinances and laws including noise and traffic control.

G. It is the Contractors' responsibility to repair any damages to property including walks, roads, drives, structures, lawn, landscaping, trees, fencing and other improvements. Ruts, divots and holes in the lawn and landscape areas caused by removal operations are to be repaired, including reseeding with turf grass.

H. Once tree removal has begun, the Contractor will have 3 business days to remove the entire tree, unless arrangements for an extension of this timeline have been made with the City.

I. No wood or debris may be left overnight on the extension, unless arrangements have been made with the City contact prior to each incidence.

J. Equipment may be parked in Ann Arbor at the city yard, 720 N Main. There are no facilities at the yard, but it is fenced and crews will receive a swipe card for the gate. Hours the city yard will be open and accessible will be provided to the winning Bidder(s).

K. The bidder will be responsible to pay for the disposal of all wood waste generated from the tree removals. The City encourages Bidders to consider wood utilization options for some of the logs generated during removal (e.g. woodworker/artisan use; local sawmills, etc.). Wood utilization options may be discussed with winning Bidder(s).

   The Bidder can use the City of Ann Arbor's Material Recover Facility (MRF), 4150 Platt Rd, to dispose of the wood waste, if they choose. Contact MRF Scale House at 734-971-8600 for the current per ton cost or to arrange other payment options.

   Ensure that the bid price for stump and tree removals reflect the Bidders responsibility to pay for the cost of wood waste disposal.

L. The Contractor(s) is expected to follow safety precautions as outlined in ANSI Z133 section 5 - Electrical Hazards, including but not limited to:
   i. If the minimal approach distance cannot be maintained during removal operations, electrical system owner/operator shall be advised before any work is performed in proximity to energized electrical conductors. The Contractor(s) is also responsible for notifying the utility companies as to when service can be restored and to cooperate with the utility companies to ensure service is restored prior to night fall each day.

   ii. Only qualified line-clearance arborists or trainees shall be assigned to work where an electrical hazard exists.

   iii. If the utility company must remedy a hazard before tree work can commence, the Contractor shall notify the City to establish a work plan and scheduling.

STUMP REMOVAL SPECIFICATIONS

Note: Stump removals must be completed within 4 weeks of tree removal but no later than May 31, 2015. Bidders shall be required to self-perform the required the tree removals under this Scope of Work. Contractors may self-perform or subcontract stump removals

Stump Removal Procedures

A. Appendix A provides a sample list of tree removals by Area. The bidder will be removing the stumps associated with the tree removals. The Sample List of trees is furnished to provide the Bidder with information on the species, size and location of trees that may be encountered in each Area. It is the responsibility of the Bidder to inspect each Area they will bid on to arrive at a clear understanding of the conditions to be encountered, the difficulties involved, and all other factors affecting the work proposed under this bid request.

The final list of tree/stump removals for each Area will be provided to the winning Bidder(s) of each Area with the contract and prior to work commencing.

A. It is the responsibility of the contractor(s) to call MISS DIG (1-800-482-7171) and have all utilities clearly marked prior to any underground work commencing.

NOTE: Gas lines often run underneath the extension. It is expected that Contractors will contact Miss Dig for location of **gas lines AND <u>gas line service drops to buildings</u>**, and will **hand dig** as necessary so that stumps can be fully ground. Should the Contractor opt not to grind to a depth of 20", the Contractor must contact the City to make adjustments to the scope of work and price of the stump.

B. Fully grind out stump to a depth of 20" leaving no wood and no woody surface roots.

C. Stumps or holes that will pose an immediate and considerable hazard to pedestrians or vehicles shall be adequately barricaded with appropriate warning devices. All excavated stumping holes must be filled the day they are excavated. No excavated stumping holes shall be left open after the work day is complete.

D. Fill stump hole with landscape grade soil, tamping down soil and continuing to add soil until it is level with the surrounding ground and the area where the hole was no longer settles when tamped.

E. Seed with landscape grade turf grass mix, or leave planting-ready, as directed by the City.

F. Repair any tracks, ruts or divots with soil and grass seed (if necessary). If ruts or divots are not repaired at time of stump removal, Contractor will be required to return to the site and repair the area to its original condition.

G. Rake stump grindings off of surrounding turf/planting beds. Broom off walks and drives. Clear roadway of any stump grindings, soil or other debris.

H. Prevent damage to any surrounding structures, sidewalks, pavements or amenities.

I. At the end of each day, leave no equipment, materials, stump chips or debris on site, unless otherwise arranged with the City.

J. The bidder will be responsible to pay for the disposal of all wood waste generated from the tree removals and stump removals. The Bidder can use the City of Ann Arbor's Material Recover Facility (MRF), 4150 Platt Rd, to dispose of the wood waste, if they choose. Contact the MRF Scale House at 734-971-8600 for the current per ton cost or to arrange other payment options. Ensure that the bid price for stump and tree removals reflect the Bidders responsibility to pay for the cost of wood waste disposal.

TREE PRUNING SPECIFICATIONS

All pruning must be performed in accordance with the latest revision of the ANSI A300 and Z133.1. Note: unacceptable trimming practices include peeling or tearing of the bark, topping or pollarding, lion's tailing, rounding-over or shearing. Extreme care shall be taken so as to prevent limbs, and branches from falling and creating damage to adjacent homes, driveways, sidewalks, streets and other property, both public and private.

In general,

- trees shall be pruned to remove all dead, diseased, broken and crossing branches.
- trees shall be pruned to remove dead or decayed wood that is 2" in diameter or larger.
- live branches shall be removed to maintain the natural form and appearance of the tree.
- mutilation and loss of characteristic shape of the tree is prohibited. "Drop crotch" technique shall be used when removing or shortening branches.
- no hangers shall be left in trees after trimming is complete
- remove old stubs leaving the branch collar intact.
- raise lower scaffold branches for a minimum of 8' of clearance to the ground under the drip line from street curb to residence.
- raise lower scaffold branches for a minimum of 14' of clearance to the ground under the drip line over the street.
- trim to allow for several years growth before smaller secondary and tertiary limbs will be below the required clearance height
- any oak trees pruned between March-October should have wound/latex paint applied to the pruning cut to avoid the spread of oak wilt.

B. Appendix A provides a sample list of trees requiring pruning by Area. The Sample List of trees is furnished to provide the Bidder with information on the species, size and location of trees that may be encountered in each Area. It is the responsibility of the Bidder to inspect each Area they will bid on to arrive at a clear understanding of the conditions to be encountered, the difficulties involved, and all other factors affecting the work proposed under this bid request.

The final list of trees to be pruned for each Area will be provided to the winning Bidder(s) of each Area with the contract and prior to work commencing..

C. In the event a tree on the Contractor's list is pruned or removed by the City prior to the Contractor pruning the tree, the City will provide an alternate tree of comparable size within the Area for pruning by the Contractor.

D. Trees must be removed using acceptable industry practices for removal. Contractor(s) should expect that it might be necessary to climb trees to perform the tree trimming for this specification including provisions outlined in ANSI A-300 and Z133 standards. 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.

E. Limbs and branches larger than four (4) inches in diameter shall be lowered to the ground through the use of ropes or other mechanical devices.

F. It is the responsibility of the contractor to arrange for no parking or access to any property out of the street right-of-way.

G. The Contractor is expected to follow City of Ann Arbor ordinances and laws including noise and traffic control.

H. It is the Contractors' responsibility to repair any damages to property including walks, roads, drives, structures, lawn, landscaping, trees, fencing and other improvements. Ruts, divots and holes in the lawn and landscape areas caused by removal operations are to be repaired, including reseeding with turf grass.

I. No wood or debris may be left overnight on the extension, unless arrangements have been made with the City Contact prior to each incidence.

J. Equipment may be parked in Ann Arbor at the city yard, 720 N Main. There are no facilities at the yard, but it is fenced and crews will receive a swipe card for the gate. Hours the city yard will be open and accessible will be provided to the winning Bidder(s).

K. The bidder will be responsible to pay for the disposal of all wood waste generated from tree pruning activities. The City encourages Bidders to consider wood utilization options for some larger branches generated during tree pruning (e.g. woodworker/artisan use; local sawmills, etc.). Wood utilization options may be discussed with winning Bidder(s).

The Bidder can use the City of Ann Arbor's Material Recover Facility (MRF), 4150 Platt Rd, to dispose of the wood waste, if they choose. Contact the MRF Scale House at 734-971-8600 for the current per ton cost or to arrange other payment options.

Ensure that the bid price for stump and tree removals reflect the Bidders responsibility to pay for the cost of wood waste disposal.

L. The Contractor(s) is expected to follow safety precautions as outlined in ANSI Z133 section 5 - Electrical Hazards, including but not limited to:

i. If the minimal approach distance cannot be maintained during pruning operations, electrical system owner/operator shall be advised before any work is performed in proximity to energized electrical conductors. The Contractor(s) is also responsible for notifying the utility companies as to when service can be restored and to cooperate with the utility companies to ensure service is restored prior to night fall each day.

ii. Only qualified line-clearance arborists or trainees shall be assigned to work where an electrical hazard exists.

iii. If the utility company must remedy a hazard before tree work can commence, the Contractor shall notify the City to establish a work plan and scheduling.

FINAL INSPECTION AND ACCEPTANCE

i. Within 14 days after receipt of written notice from the Contractor that the work is ready for final inspection and acceptance, the City shall inspect all work for final acceptance. When the Contract Administrator finds the work acceptable under the Contract and the Contract fully performed, including completion and re-inspection of all repairs and replacements necessary in the judgment of the Contract Administrator, the Contract Administrator will promptly sign and issue a final certificate stating that the work required by this Contract has been completed and is accepted by the City under the terms and conditions of the Contract. Subject to the requirements below, the entire balance found to be due the Contractor, including the retained percentage shall be paid to the Contractor by the City within 30 days after the date of the final certificate.

Before issuance of final certificates, the Contractor shall file with the City:

(1) The consent of the surety to payment of the final estimate;
(2) The Contractor's Affidavit (Appendix K)

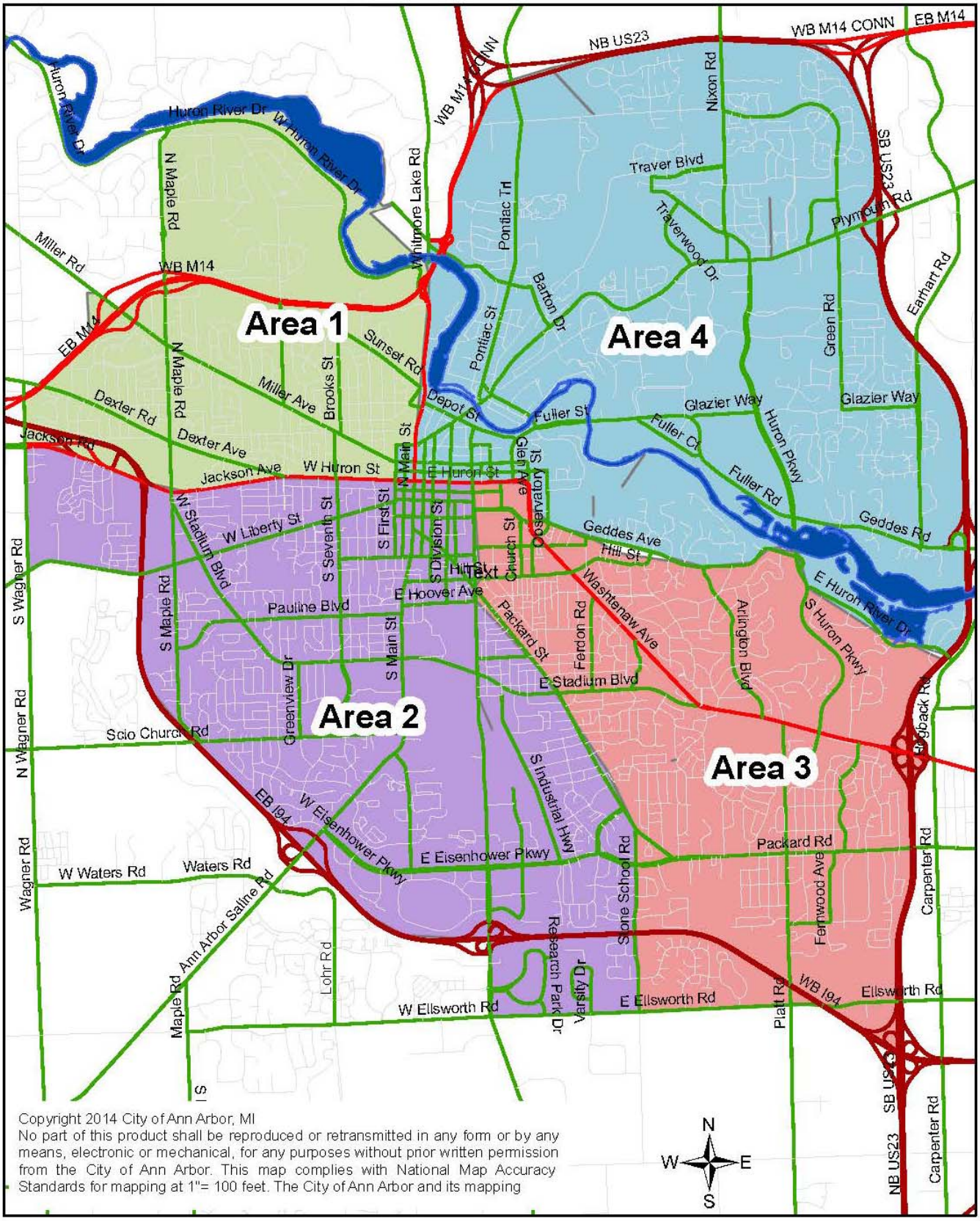
In case the Affidavit or consent is not furnished, the City may retain out of any amount due the Contractor, sums sufficient to cover all lienable claims.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City except those arising from:

(1) unsettled liens;
(2) faulty work appearing within 12 months after final payment;

The making and acceptance of the final payment shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

APPENDIX A: MAP OF TREE MAINTENANCE AREAS AND SAMPLE TREE REMOVAL AND PRUNING LOCATIONS



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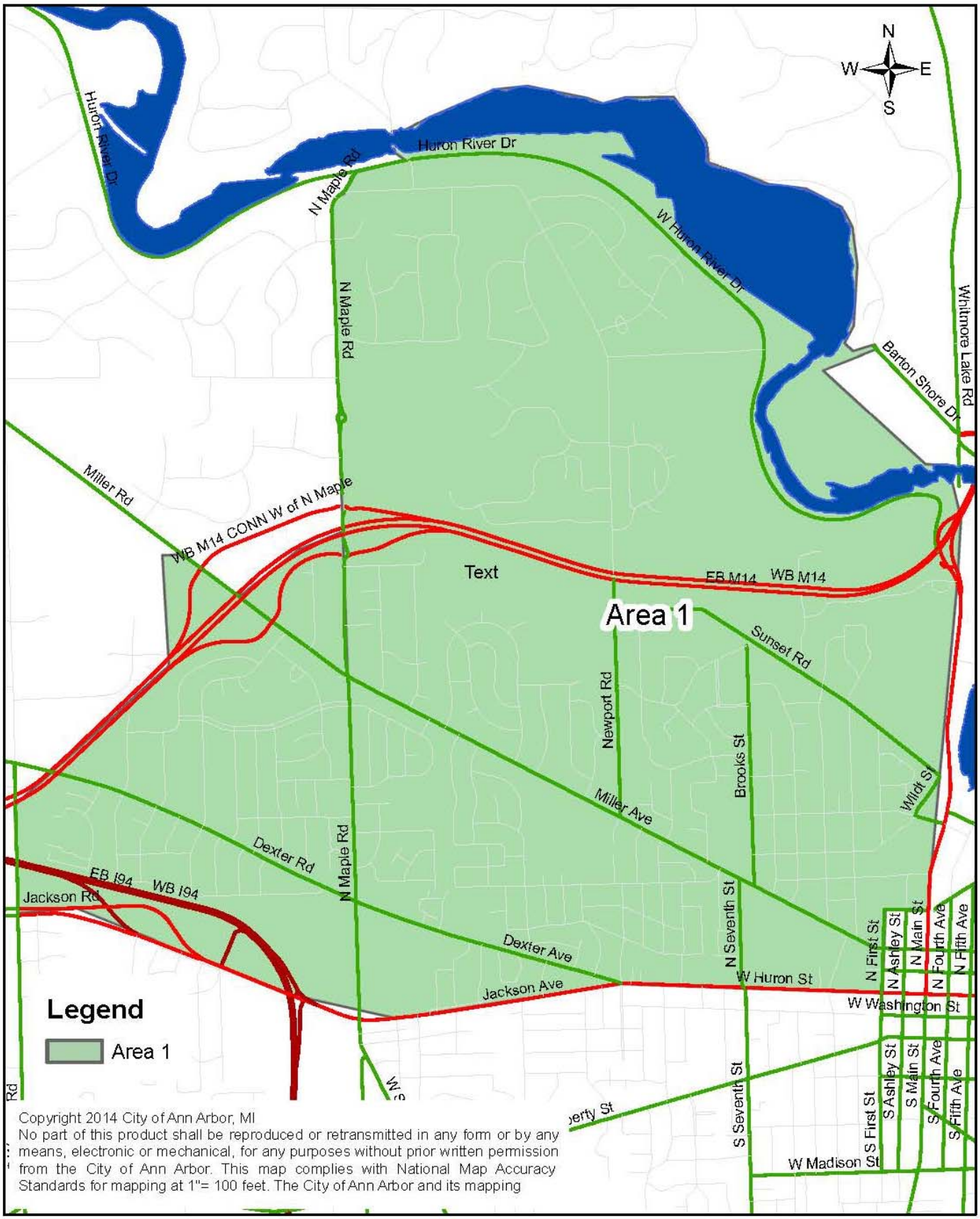
APPENDIX A: MAP OF TREE MAINTENANCE AREA #1
AND SAMPLE TREE REMOVAL AND PRUNING LOCATIONS



APPENDIX A: SAMPLE LIST OF TREE REMOVALS* AREA #1

*The Sample List of Tree Removals is furnished to provide the Bidder with information on the species, size and location of trees that may be encountered in each Area. It is the responsibility of the Bidder to inspect each Area they will bid on to arrive at a clear understanding of the conditions to be encountered, the difficulties involved, and all other factors affecting the work proposed under this bid request. The final list of tree/stump removals for each Area will be provided to the winning Bidder(s) of each Area.

Area	Tree Inventory ID	Common Name	Scientific Name	Address #	Street	On Street	DBH (")	HEIGHT (')	Overhead Utilities?
Area 1	11-014111	maple, silver	Acer saccharinum	739	BROOKS ST	BROOKS ST	21 - 25	51-70	Yes
Area 1	11-014466	maple, Norway	Acer platanoides	703	MINER ST	MINER ST	11 - 15	21-30	No
Area 1	11-014591	mulberry, white	Morus alba	942	FOUNTAIN ST	FOUNTAIN ST	GT35	51-70	No
Area 1	11-014870	maple, red	Acer rubrum	603	SPRING ST	FELCH ST	16 - 20	31-50	Yes
Area 1	11-015324	maple, red	Acer rubrum	1038	HASPER DR	HASPER DR	6 - 10	11-20	No
Area 1	11-015392	maple, sugar	Acer saccharum	2119	ALICE ST	ALICE ST	6 - 10	31-50	No
Area 1	11-015515	maple, sugar	Acer saccharum	800	SUNRISE CT	SUNRISE CT	11 - 15	51-70	No
Area 1	11-015737	maple, sugar	Acer saccharum	1901	ARBORVIEW BLVD	WESTWOOD AVE	21 - 25	51-70	No
Area 1	11-016266	crabapple, flowering	Malus spp.	2150	JACKSON AVE	JACKSON AVE	11 - 15	21-30	Yes
Area 1	11-016399	planetree, London	Platanus x acerifolia	2416	WALTER DR	WALTER DR	11 - 15	31-50	No
Area 1	11-016527	tuliptree	Liriodendron tulipifera	710	THOMAS CT	THOMAS CT	11 - 15	51-70	No
Area 1	11-017413	oak, northern red	Quercus rubra	2608	WHITE OAK CT	WHITE OAK CT	11 - 15	51-70	No
Area 1	11-017418	cherry, black	Prunus serotina	2605	WHITE OAK CT	WHITE OAK CT	11 - 15	51-70	No
Area 1	11-017678	oak, white	Quercus alba	1438	WARRINGTON CIR	WARRINGTON CIR	21 - 25	51-70	No
Area 1	11-017894	ash, white	Fraxinus americana	2775	NEWPORT RD	NEWPORT RD	0 - 5	31-50	Yes
Area 1	11-017962	maple, sugar	Acer saccharum	2612	NEWPORT RD	NEWPORT RD	16 - 20	51-70	Yes
Area 1	11-018122	willow, weeping	Salix babylonica	1501	NEWPORT CREEK DR	NEWPORT RD	11 - 15	21-30	No
Area 1	11-018160	maple, sugar	Acer saccharum	2055	NEWPORT RD	NEWPORT RD	21 - 25	51-70	Yes
Area 1	11-043891	oak, white	Quercus alba	1001	VESPER RD	VESPER RD	21 - 25	51-70	Yes
Area 1	11-044523	honeylocust, thornless	Gleditsia triacanthos inermis	1103	MILLER AVE	MILLER AVE	11 - 15	21-30	Yes
Area 1	11-047937	boxelder	Acer negundo	501	N MAPLE RD	DEXTER AVE	16 - 20	51-70	No
Area 1	11-048031	hickory, shagbark	Carya ovata	2024	NEWPORT RD	NEWPORT RD	11 - 15	51-70	No
Area 1	11-048151	unknown	unknown	Vacant	W HURON RIVER DR	W HURON RIVER DR	6 - 10	31-50	No
Area 1	11-048158	sassafras	Sassafras albidum	Vacant	W HURON RIVER DR	W HURON RIVER DR	6 - 10	31-50	No
Area 1	11-015439	maple, sugar	Acer saccharum	1011	BRUCE ST	BRUCE ST	11 - 15	51-70	No
Area 1	11-014563	Japanese pagodatree	Sophora japonica	638	W SUMMIT ST	W SUMMIT ST	11 - 15	31-50	Yes
Area 1	11-015319	maple, sycamore	Acer pseudoplatanus	1019	HASPER DR	HASPER DR	6 - 10	31-50	No
Area 1	11-015572	maple, sugar	Acer saccharum	956	WESTWOOD AVE	WESTWOOD AVE	21 - 25	51-70	No
Area 1	11-015648	maple, sugar	Acer saccharum	2115	ARLENE ST	ARLENE ST	21 - 25	51-70	No

Area	Tree Inventory ID	Common Name	Scientific Name	Address #	Street	On Street	DBH (")	HEIGHT (')	Overhead Utilities?
Area 1	11-015694	maple, sugar	Acer saccharum	2004	ALICE ST	ALICE ST	21 - 25	51-70	No
Area 1	11-015791	maple, Norway	Acer platanoides	1908	LINWOOD AVE	LINWOOD AVE	26 - 30	51-70	No
Area 1	11-043734	maple, sugar	Acer saccharum	1300	POMONA RD	POMONA RD	16 - 20	51-70	No
Area 1	11-043873	crabapple	Malus spp.	1147	VESPER RD	VESPER RD	11 - 15	21-30	No
Area 1	11-044282	maple, silver	Acer saccharinum	702	SUNSET RD	SUNSET RD	21 - 25	51-70	Yes
Area 1	11-044755	maple, sugar	Acer saccharum	1145	NEWPORT RD	WESTPORT RD	11 - 15	31-50	Yes
Area 1	11-045304	maple, sugar	Acer saccharum	1430	CREAL CRES	CREAL CRES	11 - 15	51-70	No
Area 1	11-045547	honeylocust, thornless	Gleditsia triacanthos inermis	2150	FOSS CT	FOSS CT	6 - 10	31-50	No
Area 1	11-046285	maple, sugar	Acer saccharum	205	MARK HANNAH PL	MARK HANNAH PL	16 - 20	51-70	Yes
Area 1	11-062924	maple, sugar	Acer saccharum	1214	POMONA RD	POMONA RD	16 - 20	51-70	No
Area 1	11-017877	elm, American	Ulmus americana	2779	HOLYOKE LN	NEWPORT RD	16 - 20	51-70	No
Area 1	11-045903	maple, sugar	Acer saccharum	406	N REVENA BLVD	N REVENA BLVD	6 - 10	51-70	Yes

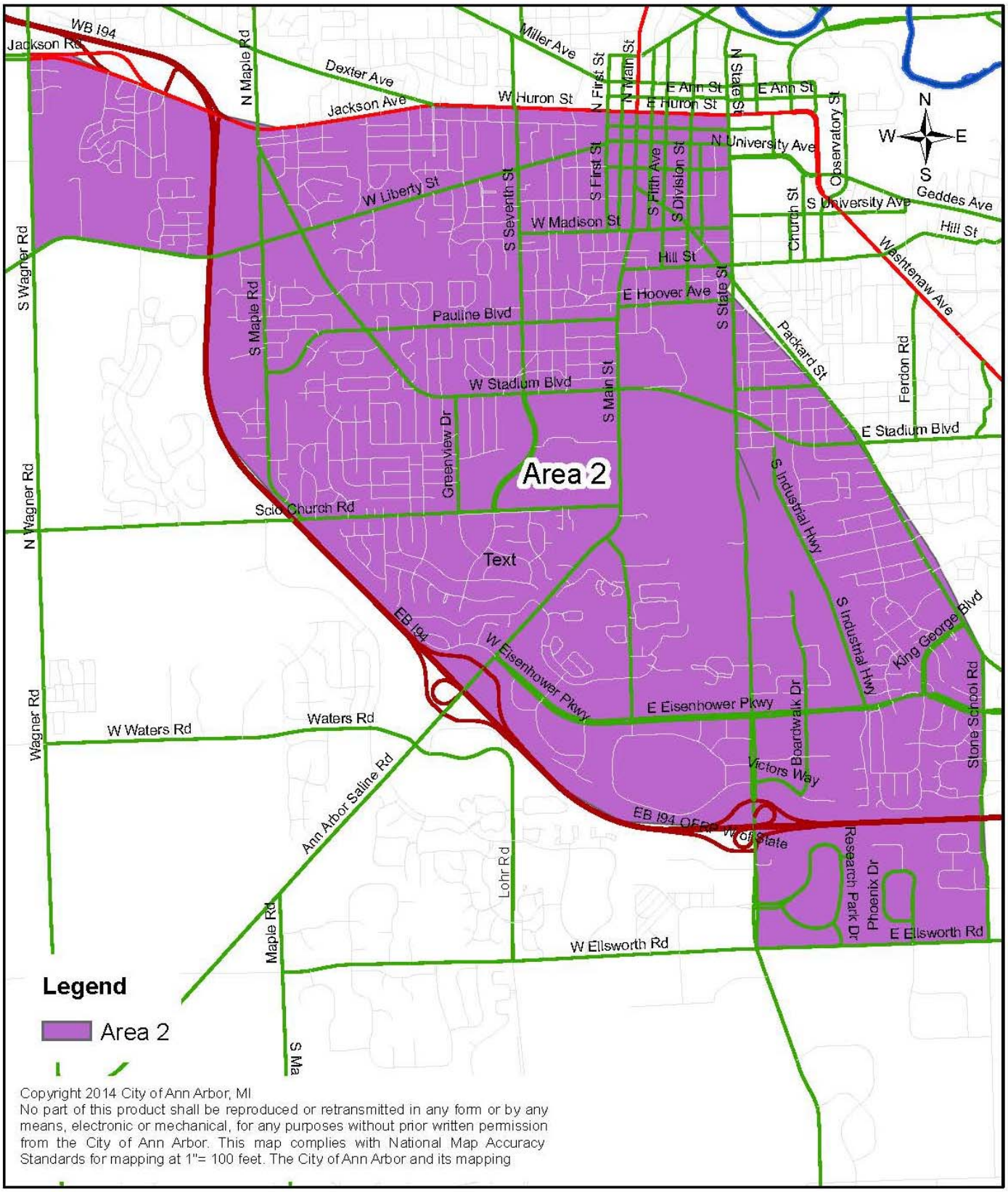
APPENDIX A: SAMPLE LIST OF TREE PRUING* AREA #1

*The Sample List of Tree Pruning is furnished to provide the Bidder with information on the species, size and location of trees that may be encountered in each Area. It is the responsibility of the Bidder to inspect each Area they will bid on to arrive at a clear understanding of the conditions to be encountered, the difficulties involved, and all other factors affecting the work proposed under this bid request. The final list of tree/stump removals for each Area will be provided to the winning Bidder(s) of each Area.

Area	Tree Inventory ID	Common Name	Scientific Name	Address #	Street	On Street	Maintenance	DBH (")	HEIGHT (')	Overhead Utilities
1	11-014345	maple, sugar	Acer saccharum	1014	MINER ST	MINER ST	Priority 1 Prune	21 - 25	51-70	Yes
1	11-014584	boxelder	Acer negundo	920	MINER ST	ELMCREST DR	Priority 1 Prune	16 - 20	31-50	No
1	11-015316	maple, sycamore	Acer pseudoplatanus	1035	HASPER DR	HASPER DR	Priority 1 Prune	11 - 15	31-50	No
1	11-015526	maple, sugar	Acer saccharum	825	SUNRISE CT	SUNRISE CT	Priority 1 Prune	16 - 20	51-70	No
1	11-015576	maple, sugar	Acer saccharum	511	BRUCE ST	BRUCE ST	Priority 1 Prune	21 - 25	51-70	No
1	11-015618	maple, sugar	Acer saccharum	1901	ARBORVIEW BLVD	ARBORVIEW BLVD	Priority 1 Prune	26 - 30	51-70	Yes
1	11-015687	maple, sugar	Acer saccharum	508	ALICE ST	GRACE ST	Priority 1 Prune	16 - 20	51-70	No
1	11-015858	elm, American	Ulmus americana	2301	DEXTER AVE	DEXTER AVE	Priority 1 Prune	26 - 30	GT70	Yes
1	11-016071	walnut, black	Juglans nigra	111	ALLEN DR	ALLEN DR	Priority 1 Prune	31 - 35	GT70	No
1	11-016118	elm, American	Ulmus americana	110	WORDEN AVE	WORDEN AVE	Priority 1 Prune	26 - 30	GT70	No
1	11-016161	maple, sugar	Acer saccharum	104	FAIRVIEW DR	FAIRVIEW DR	Priority 1 Prune	21 - 25	51-70	No
1	11-016580	maple, sugar	Acer saccharum	2222	FAYE DR	FAYE DR	Priority 1 Prune	16 - 20	51-70	No
1	11-017768	oak, bur	Quercus macrocarpa	2657	SALISBURY LN	WARRINGTON DR	Priority 1 Prune	GT35	GT70	No
1	11-017825	oak, white	Quercus alba	1100	BIRD RD	BIRD RD	Priority 1 Prune	26 - 30	GT70	No
1	11-017841	oak, bur	Quercus macrocarpa	1376	BIRD RD	BIRD RD	Priority 1 Prune	GT35	GT70	Yes
1	11-017845	boxelder	Acer negundo	1376	BIRD RD	BIRD RD	Priority 1 Prune	16 - 20	51-70	Yes

Area	Tree Inventory ID	Common Name	Scientific Name	Address #	Street	On Street	Maintenance	DBH (")	HEIGHT (')	Overhead Utilities
1	11-017875	oak, bur	Quercus macrocarpa	2780	LOWELL RD	NEWPORT RD	Priority 1 Prune	26 - 30	51-70	No
1	11-018008	catalpa,	Catalpa speciosa	2705	NEWPORT RD	NEWPORT RD	Priority 1 Prune	26 - 30	51-70	No
1	11-018015	catalpa,	Catalpa speciosa	2675	NEWPORT RD	NEWPORT RD	Priority 1 Prune	26 - 30	51-70	No
1	11-018026	oak, bur	Quercus macrocarpa	2625	NEWPORT RD	NEWPORT RD	Priority 1 Prune	GT35	51-70	No
1	11-018124	oak, white	Quercus alba	1501	NEWPORT CREEK DR	NEWPORT RD	Priority 1 Prune	31 - 35	GT70	Yes
1	11-018224	willow, black	Salix nigra	2716	HOLYOKE LN	W HURON RIVER DR	Priority 1 Prune	31 - 35	GT70	No
1	11-018225	maple, sugar	Acer saccharum	1335	W HURON RIVER DR	W HURON RIVER DR	Priority 1 Prune	21 - 25	51-70	No
1	11-043734	maple, sugar	Acer saccharum	1300	POMONA RD	POMONA RD	Priority 1 Prune	16 - 20	51-70	No
1	11-043796	maple, sugar	Acer saccharum	1261	BENDING RD	BENDING RD	Priority 1 Prune	21 - 25	51-70	No
1	11-044315	oak, white	Quercus alba	1655	NEWPORT RD	NEWPORT RD	Priority 1 Prune	GT35	51-70	Yes
1	11-044353	cherry, black	Prunus serotina	1526	NEWPORT RD	NEWPORT RD	Priority 1 Prune	21 - 25	51-70	No
1	11-044471	oak, white	Quercus alba	1056	NEWPORT RD	NEWPORT RD	Priority 1 Prune	16 - 20	51-70	No
1	11-044584	redbud, eastern	Cercis canadensis	500	MILLER AVE	MILLER AVE	Priority 1 Prune	0 - 5	0-10	Yes
1	11-045118	maple, sugar	Acer saccharum	1400	SAUNDERS CRES	SAUNDERS CRES	Priority 1 Prune	11 - 15	31-50	No
1	11-045411	linden, littleleaf	Tilia cordata	1780	FULMER ST	FULMER ST	Priority 1 Prune	6 - 10	31-50	No
1	11-045415	linden, littleleaf	Tilia cordata	1856	FULMER ST	FULMER ST	Priority 1 Prune	0 - 5	11-20	No
1	11-045418	linden, littleleaf	Tilia cordata	1872	FULMER ST	FULMER ST	Priority 1 Prune	6 - 10	21-30	Yes
1	11-045420	linden, littleleaf	Tilia cordata	1882	FULMER ST	FULMER ST	Priority 1 Prune	11 - 15	51-70	No
1	11-045697	maple, sugar	Acer saccharum	1415	MILLER AVE	NEWPORT PL	Priority 1 Prune	21 - 25	51-70	No
1	11-045724	maple, sugar	Acer saccharum	709	LINDA VISTA AVE	LINDA VISTA AVE	Priority 1 Prune	21 - 25	51-70	No
1	11-045807	maple, sugar	Acer saccharum	400	WESTWOOD AVE	ARBORVIEW BLVD	Priority 1 Prune	16 - 20	51-70	No
1	11-045883	maple, sugar	Acer saccharum	1507	ARBORVIEW BLVD	ARBORVIEW BLVD	Priority 1 Prune	26 - 30	51-70	Yes
1	11-045921	maple, sugar	Acer saccharum	406	LINDA VISTA AVE	LINDA VISTA AVE	Priority 1 Prune	16 - 20	GT70	No
1	11-045972	maple, sugar	Acer saccharum	403	ARBANA DR	ARBANA DR	Priority 1 Prune	21 - 25	51-70	No
1	11-046146	maple, Norway	Acer platanoides	225	N SEVENTH ST	N SEVENTH ST	Priority 1 Prune	26 - 30	51-70	Yes
1	11-046213	linden, littleleaf	Tilia cordata	401	N SEVENTH ST	N SEVENTH ST	Priority 1 Prune	11 - 15	21-30	Yes
1	11-046246	maple, sugar	Acer saccharum	911	MILLER AVE	ARBORVIEW BLVD	Priority 1 Prune	16 - 20	51-70	No
1	11-046902	elm, Siberian	Ulmus pumila	580	ALLISON DR	ALLISON DR	Priority 1 Prune	26 - 30	51-70	No
1	11-048161	hickory, bitternut	Carya cordiformis	1405	W HURON RIVER DR	W HURON RIVER DR	Priority 1 Prune	16 - 20	GT70	No
1	11-048166	oak, white	Quercus alba	1405	W HURON RIVER DR	W HURON RIVER DR	Priority 1 Prune	26 - 30	51-70	No
1	11-048169	oak, bur	Quercus macrocarpa	1405	W HURON RIVER DR	W HURON RIVER DR	Priority 1 Prune	GT35	GT70	No
1	11-048171	oak, bur	Quercus macrocarpa	1405	W HURON RIVER DR	W HURON RIVER DR	Priority 1 Prune	31 - 35	GT70	No

APPENDIX A: MAP OF TREE MAINTENANCE AREA #2
AND SAMPLE TREE REMOVAL AND PRUNING LOCATIONS



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Area	Tree Inventory ID	Common Name	Scientific Name	Address #	Street	On Street	DBH (")	HEIGHT (')	Overhead Utilities?
Area 2	11-001383	maple, Norway	Acer platanoides	1739	IVYWOOD DR	IVYWOOD DR	11 - 15	21-30	No
Area 2	11-001424	maple, sugar	Acer saccharum	735	DARTMOOR RD	DARTMOOR RD	11 - 15	21-30	No
Area 2	11-001828	linden, littleleaf	Tilia cordata	1907	WINSTED BLVD	WINSTED BLVD	0 - 5	11-20	No
Area 2	11-002190	linden, littleleaf	Tilia cordata	1907	WALTHAM DR	WALTHAM DR	16 - 20	21-30	Yes
Area 2	11-002495	maple, silver	Acer saccharinum	1350	ROSEWOOD ST	ROSEWOOD ST	21 - 25	51-70	No
Area 2	11-005939	maple, red	Acer rubrum	441	SECOND ST	SECOND ST	GT35	GT70	Yes
Area 2	11-025065	maple, sugar	Acer saccharum	402	PAULINE BLVD	PAULINE BLVD	11 - 15	11-20	No
Area 2	11-025151	maple, Norway	Acer platanoides	505	BERKLEY AVE	BERKLEY AVE	16 - 20	31-50	No
Area 2	11-025619	crabapple	Malus spp.	105	BRIARWOOD CIR	E EISENHOWER PKWY	6 - 10	11-20	No
Area 2	11-025896	pine, Austrian	Pinus nigra	502	E EISENHOWER PKWY	E EISENHOWER PKWY	6 - 10	21-30	No
Area 2	11-025897	pine, Austrian	Pinus nigra	502	E EISENHOWER PKWY	E EISENHOWER PKWY	6 - 10	11-20	No
Area 2	11-025949	willow, black	Salix nigra	301	W OAKBROOK DR	W OAKBROOK DR	6 - 10	21-30	No
Area 2	11-026980	pine, Austrian	Pinus nigra	1201	ELLSWORTH RD	ELLSWORTH RD	11 - 15	21-30	Yes
Area 2	11-031357	maple, Norway	Acer platanoides	1607	CHARLTON AVE	CHARLTON AVE	16 - 20	31-50	No
Area 2	11-031538	maple, Norway	Acer platanoides	1606	ABBOTT AVE	ABBOTT AVE	21 - 25	31-50	Yes
Area 2	11-032368	crabapple	Malus spp.	603	W LIBERTY ST	W LIBERTY ST	11 - 15	21-30	Yes
Area 2	11-032964	maple, silver	Acer saccharinum	55	WESTOVER AVE	WESTOVER AVE	26 - 30	51-70	No
Area 2	11-033353	walnut, black	Juglans nigra	3365	JACKSON RD	JACKSON RD	11 - 15	31-50	No
Area 2	11-036527	oak, white	Quercus alba	1550	S SEVENTH ST	S SEVENTH ST	16 - 20	31-50	No
Area 2	11-055926	maple, sugar	Acer saccharum	927	NORTHWOOD ST	NORTHWOOD ST	16 - 20	51-70	No
Area 2	11-055931	maple, sugar	Acer saccharum	1500	NORTHWOOD ST	NORTHWOOD ST	16 - 20	31-50	No
Area 2	11-056324	maple, Norway	Acer platanoides	608	THOMPSON ST	MAYNARD ST	6 - 10	21-30	No
Area 2	11-001468	maple, sugar	Acer saccharum	920	SHERWOOD ST	SHERWOOD ST	6 - 10	21-30	No
Area 2	11-001714	maple, Norway	Acer platanoides	1421	NORMANDY RD	NORMANDY RD	11 - 15	31-50	No
Area 2	11-022150	oak, pin	Quercus palustris	2010	YEOMAN CT	YEOMAN CT	11 - 15	31-50	No
Area 2	11-031426	maple, Norway	Acer platanoides	304	S REVENA BLVD	S REVENA BLVD	16 - 20	31-50	No
Area 2	11-031877	maple, Norway	Acer platanoides	110	BURWOOD AVE	BURWOOD AVE	16 - 20	31-50	No
Area 2	11-032621	linden, littleleaf	Tilia cordata	1315	S MAPLE RD	S MAPLE RD	0 - 5	11-20	Yes
Area 2	11-036002	maple, Norway	Acer platanoides	2006	SUFFOLK AVE	SUFFOLK AVE	11 - 15	31-50	No
Area 2	11-062820	hophornbeam, American	Ostrya virginiana	1405	HEWETT DR	HEWETT DR	0 - 5	0 - 10	

Area	Tree Inventory ID	Common Name	Scientific Name	Address #	Street	On Street	DBH (")	HEIGHT (')	Overhead Utilities?
Area 2	11-034775	maple, red	Acer rubrum	1101	PAULINE BLVD	PAULINE BLVD	6 - 10	21-30	No
Area 2	11-006769	maple, Norway	Acer platanoides	2080	S STATE ST	S STATE ST	6 - 10	31-50	Yes
Area 2	11-007984	maple, red	Acer rubrum	2950	S STATE ST	S STATE ST	0 - 5	11-20	No
Area 2	11-023096	maple, Norway	Acer platanoides	2901	PEBBLE CREEK RD	BEACONSFIELD DR	16 - 20	51-70	No
Area 2	11-023143	maple, sugar	Acer saccharum	2890	PEBBLE CREEK RD	PEBBLE CREEK RD	11 - 15	31-50	No
Area 2	11-032937	elm, American	Ulmus americana	163	WESTOVER AVE	PORTER AVE	16 - 20	31-50	No
Area 2	11-036773	linden, American	Tilia americana	2865	SORRENTO AVE	SORRENTO AVE	16 - 20	51-70	No
Area 2	11-056398	maple, Norway	Acer platanoides	517	BENJAMIN ST	BENJAMIN ST	31 - 35	51-70	No

APPENDIX A: SAMPLE LIST OF TREE PRUING* AREA #2

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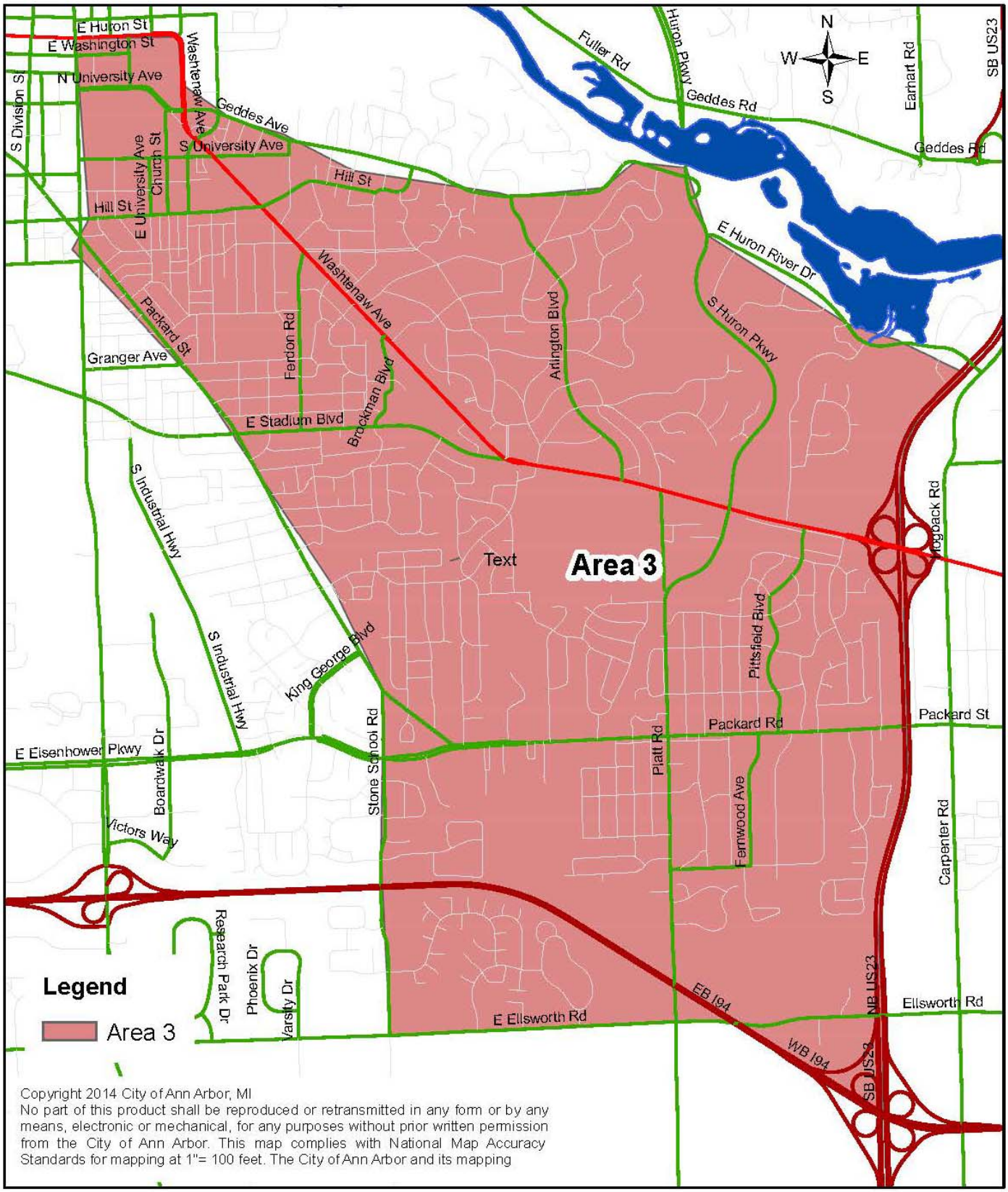
Area	Tree Inventory ID	Common Name	Scientific Name	Address #	Street	On Street	Maintenance	DBH (")	HEIGHT (')	Overhead Utilities
2	11-001344	maple, silver	Acer saccharinum	304	W KEECH AVE	W KEECH AVE	Priority 1 Prune	26 - 30	51-70	No
2	11-001347	maple, silver	Acer saccharinum	310	W KEECH AVE	W KEECH AVE	Priority 1 Prune	26 - 30	51-70	No
2	11-001356	maple, silver	Acer saccharinum	408	W KEECH AVE	W KEECH AVE	Priority 1 Prune	31 - 35	51-70	No
2	11-001390	planetree, London	Platanus x acerifolia	633	DARTMOOR RD	DARTMOOR RD	Priority 1 Prune	21 - 25	51-70	No
2	11-001554	maple, silver	Acer saccharinum	310	POTTER AVE	POTTER AVE	Priority 1 Prune	26 - 30	51-70	Yes
2	11-001563	maple, silver	Acer saccharinum	403	BERKLEY AVE	BERKLEY AVE	Priority 1 Prune	21 - 25	51-70	No
2	11-002302	honeylocust	Gleditsia triacanthos inermis	1908	WALTHAM DR	SCIO CHURCH RD	Priority 1 Prune	11 - 15	31-50	Yes
2	11-002432	maple, silver	Acer saccharinum	1306	KENSINGTON DR	KENSINGTON DR	Priority 1 Prune	26 - 30	51-70	No
2	11-002488	maple, silver	Acer saccharinum	1310	ROSEWOOD ST	ROSEWOOD ST	Priority 1 Prune	26 - 30	51-70	No
2	11-002559	elm, Siberian	Ulmus pumila	2153	TREMMEL AVE	ROSEWOOD ST	Priority 1 Prune	21 - 25	GT70	No
2	11-002560	elm, Siberian	Ulmus pumila	2153	TREMMEL AVE	ROSEWOOD ST	Priority 1 Prune	21 - 25	GT70	Yes
2	11-003058	oak, white	Quercus alba	2222	PACKARD ST	PACKARD ST	Priority 1 Prune	GT35	51-70	No
2	11-005604	maple, silver	Acer saccharinum	621	FIFTH ST	FIFTH ST	Priority 1 Prune	16 - 20	51-70	Yes
2	11-005990	maple, silver	Acer saccharinum	421	THIRD ST	THIRD ST	Priority 1 Prune	31 - 35	GT70	Yes
2	11-006655	maple, silver	Acer saccharinum	910	S MAIN ST	S MAIN ST	Priority 1 Prune	21 - 25	51-70	Yes
2	11-006881	maple, silver	Acer saccharinum	1201	WHITE ST	MCKINLEY AVE	Priority 1 Prune	GT35	51-70	Yes
2	11-007495	maple, red	Acer rubrum	1607	FERNDALE PL	FERNDALE PL	Priority 1 Prune	26 - 30	GT70	No
2	11-016296	maple, sugar	Acer saccharum	2115	JACKSON AVE	JACKSON AVE	Priority 1 Prune	16 - 20	31-50	Yes
2	11-018334	maple, sugar	Acer saccharum	325	HAZELWOOD AVE	HAZELWOOD AVE	Priority 1 Prune	11 - 15	51-70	No
2	11-022091	maple, Norway	Acer platanoides	1765	SCIO CHURCH RD	SCIO CHURCH RD	Priority 1 Prune	11 - 15	21-30	No

Area	Tree Inventory ID	Common Name	Scientific Name	Address #	Street	On Street	Maintenance	DBH (")	HEIGHT (')	Overhead Utilities
2	11-022900	maple, sugar	Acer saccharum	3395	TACOMA CIR	KING GEORGE BLVD	Priority 1 Prune	16 - 20	31-50	No
2	11-022956	maple, Norway	Acer platanoides	3405	BRENTWOOD CT	KING GEORGE BLVD	Priority 1 Prune	16 - 20	31-50	Yes
2	11-023206	maple, sugar	Acer saccharum	2909	LOGAN CT	LOGAN CT	Priority 1 Prune	16 - 20	31-50	No
2	11-023256	maple, Norway	Acer platanoides	1330	KING GEORGE BLVD	N BAYLIS DR	Priority 1 Prune	11 - 15	21-30	No
2	11-024832	maple, sugar	Acer saccharum	1209	PRESCOTT AVE	PRESCOTT AVE	Priority 1 Prune	11 - 15	31-50	No
2	11-024907	maple, silver	Acer saccharinum	1210	FRANKLIN BLVD	FRANKLIN BLVD	Priority 1 Prune	26 - 30	51-70	No
2	11-024915	elm, Siberian	Ulmus pumila	1219	FRANKLIN BLVD	FRANKLIN BLVD	Priority 1 Prune	GT35	51-70	Yes
2	11-024931	maple, sugar	Acer saccharum	1211	HUTCHINS AVE	HUTCHINS AVE	Priority 1 Prune	21 - 25	51-70	No
2	11-027904	honeylocust,	Gleditsia triacanthos inermis	413	FIFTH ST	FIFTH ST	Priority 1 Prune	16 - 20	51-70	Yes
2	11-027924	maple, sugar	Acer saccharum	436	FIFTH ST	FIFTH ST	Priority 1 Prune	26 - 30	GT70	No
2	11-030837	walnut, black	Juglans nigra	709	W WASHINGTON ST	MULHOLLAND AVE	Priority 1 Prune	26 - 30	51-70	No
2	11-030880	linden, American	Tilia americana	605	W WASHINGTON ST	W WASHINGTON	Priority 1 Prune	16 - 20	31-50	Yes
2	11-031016	maple, silver	Acer saccharinum	113	EIGHTH ST	EIGHTH ST	Priority 1 Prune	26 - 30	51-70	Yes
2	11-031017	elm, American	Ulmus americana	921	W HURON ST	EIGHTH ST	Priority 1 Prune	11 - 15	31-50	Yes
2	11-031346	willow, black	Salix nigra	1401	BEMIDJI DR	BEMIDJI DR	Priority 1 Prune	21 - 25	51-70	No
2	11-031484	maple, sugar	Acer saccharum	1519	ABBOTT AVE	ABBOTT AVE	Priority 1 Prune	16 - 20	51-70	No
2	11-032365	maple, silver	Acer saccharinum	617	W LIBERTY ST	W LIBERTY ST	Priority 1 Prune	31 - 35	51-70	Yes
2	11-032372	zelkova, Japanese	Zelkova serrata	515	W LIBERTY ST	W LIBERTY ST	Priority 1 Prune	21 - 25	51-70	Yes
2	11-032430	linden, American	Tilia americana	920	W LIBERTY ST	W LIBERTY ST	Priority 1 Prune	21 - 25	31-50	Yes
2	11-032957	maple, silver	Acer saccharinum	3416	FERRY ST	FERRY ST	Priority 1 Prune	31 - 35	51-70	No
2	11-033504	elm, Siberian	Ulmus pumila	3200	W LIBERTY RD	W LIBERTY RD	Priority 1 Prune	16 - 20	51-70	No
2	11-034590	planetree, London	Platanus x acerifolia	1202	MEADOWBROOK AVE	MEADOWBROOK AVE	Priority 1 Prune	21 - 25	51-70	No
2	11-034676	maple, sugar	Acer saccharum	1347	KAY PKWY	KAY PKWY	Priority 1 Prune	11 - 15	31-50	No
2	11-034884	elm, Siberian	Ulmus pumila	906	PAULINE BLVD	PAULINE BLVD	Priority 1 Prune	31 - 35	51-70	Yes
2	11-034893	oak, white	Quercus alba	1014	PAULINE BLVD	PAULINE BLVD	Priority 1 Prune	21 - 25	51-70	No
2	11-034994	maple, sugar	Acer saccharum	1217	SNYDER AVE	SNYDER AVE	Priority 1 Prune	21 - 25	31-50	No
2	11-036194	maple, sugar	Acer saccharum	1412	IROQUOIS PL	IROQUOIS PL	Priority 1 Prune	16 - 20	51-70	No
2	11-036215	elm, Siberian	Ulmus pumila	1422	SOUTH BLVD	SOUTH BLVD	Priority 1 Prune	31 - 35	GT70	No
2	11-048224	maple, silver	Acer saccharinum	2907	LAKEVIEW DR	LAKEVIEW DR	Priority 1 Prune	26 - 30	GT70	Yes
2	11-055326	maple, silver	Acer saccharinum	617	S SEVENTH ST	S SEVENTH ST	Priority 1 Prune	GT35	51-70	Yes
2	11-056096	Kentucky coffeetree	Gymnocladus dioicus	418	S FIFTH AVE	S FIFTH AVE	Priority 1 Prune	26 - 30	GT70	No
2	11-056406	maple, Norway	Acer platanoides	908	MARY ST	BENJAMIN ST	Priority 1 Prune	11 - 15	31-50	Yes
2	11-061616	elm, Siberian	Ulmus pumila	1306	HARPST ST	HARPST ST	Priority 1 Prune	16 - 20	50 - 70	

APPENDIX A: MAP OF TREE MAINTENANCE AREA #3
AND SAMPLE TREE REMOVAL AND PRUNING LOCATIONS



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Area	Tree Inventory ID	Common Name	Scientific Name	Address #	Street	On Street	DBH (")	HEIGHT (')	Overhead Utilities?
Area 3	11-003097	maple, red	Acer rubrum	1902	INDEPENDENCE BLVD	VICTORIA AVE	11 - 15	31-50	No
Area 3	11-003552	maple, Norway	Acer platanoides	2782	MANCHESTER RD	MANCHESTER RD	21 - 25	31-50	No
Area 3	11-004249	maple, Norway	Acer platanoides	2519	CANTERBURY RD	CANTERBURY RD	6 - 10	21-30	No
Area 3	11-004443	maple, silver	Acer saccharinum	2537	PLATT RD	EDGEWOOD DR	21 - 25	31-50	No
Area 3	11-004526	maple, silver	Acer saccharinum	2555	ELMWOOD AVE	ELMWOOD AVE	16 - 20	31-50	No
Area 3	11-004866	maple, silver	Acer saccharinum	2538	PARKWOOD AVE	PARKWOOD AVE	16 - 20	31-50	No
Area 3	11-009160	maple, Norway	Acer platanoides	2316	BROCKMAN BLVD	BROCKMAN BLVD	16 - 20	31-50	No
Area 3	11-009436	maple, Norway	Acer platanoides	2000	NORWAY RD	NORWAY RD	21 - 25	51-70	Yes
Area 3	11-009602	maple, Norway	Acer platanoides	2109	COPLEY AVE	COPLEY AVE	11 - 15	31-50	No
Area 3	11-024520	cherry, black	Prunus serotina	3750	STONE SCHOOL RD	STONE SCHOOL RD	16 - 20	31-50	No
Area 3	11-027968	elm, spp.	Ulmus spp.	1395	CHALMERS DR	CHALMERS DR	0 - 5	31-50	No
Area 3	11-028023	crabapple	Malus spp.	1170	BLAKE WAY	BLAKE WAY	6 - 10	21-30	No
Area 3	11-028082	locust, black	Robinia pseudoacacia	3475	WOODLAND RD	WOODLAND RD	6 - 10	31-50	No
Area 3	11-050996	boxelder	Acer negundo	3030	HUNTING VALLEY	HUNTING VALLEY	6 - 10	31-50	No
Area 3	11-051378	buckthorn	Rhamnus cathartica	2855	DEVONSHIRE RD	DEVONSHIRE RD	6 - 10	21-30	No
Area 3	11-051392	maple, sugar	Acer saccharum	2608	DEVONSHIRE RD	DEVONSHIRE RD	16 - 20	51-70	Yes
Area 3	11-051686	crabapple	Malus spp.	2750	BEDFORD RD	BEDFORD RD	6 - 10	11-20	No
Area 3	11-051815	maple, Norway	Acer platanoides	1821	SHERIDAN DR	OVERRIDGE DR	26 - 30	51-70	No
Area 3	11-051850	maple, red	Acer rubrum	1774	SHERIDAN DR	SHERIDAN DR	16 - 20	51-70	No
Area 3	11-023208	maple, sugar	Acer saccharum	2907	LOGAN CT	LOGAN CT	16 - 20	31-50	No
Area 3	11-037664	maple, Miyabei	Acer miyabei	2801	BROCKMAN BLVD	BROCKMAN BLVD	0 - 5	0 - 10	No
Area 3	11-039401	elm, American	Ulmus americana	2100	DEVONSHIRE RD	MELROSE AVE	31 - 35	GT70	No
Area 3	11-039511	crabapple	Malus spp.	2245	BELMONT RD	BELMONT RD	11 - 15	11-20	No
Area 3	11-003038	ash, white	Fraxinus americana	1811	PACKARD ST	PACKARD ST	6 - 10	11-20	Yes
Area 3	11-003383	maple, Norway	Acer platanoides	2606	ESSEX RD	ESSEX RD	16 - 20	31-50	No
Area 3	11-003728	maple, sugar	Acer saccharum	2421	MEDFORD RD	MEDFORD RD	11 - 15	31-50	Yes
Area 3	11-003830	maple, sugar	Acer saccharum	2169	INDEPENDENCE BL	INDEPENDENCE BL	21 - 25	31-50	No
Area 3	11-004024	crabapple	Malus spp.	2462	TOWNER BLVD	TOWNER BLVD	11 - 15	21-30	No
Area 3	11-004364	crabapple	Malus spp.	2634	GLOUCESTER WAY	GLOUCESTER WAY	0 - 5	11-20	Yes
Area 3	11-037452	maple, sugar	Acer saccharum	1709	CHEROKEE RD	CHEROKEE RD	21 - 25	51-70	No
Area 3	11-038688	maple, Norway	Acer platanoides	2811	FERNWOOD AVE	NORWOOD ST	21 - 25	31-50	No

Area	Tree Inventory ID	Common Name	Scientific Name	Address #	Street	On Street	DBH (")	HEIGHT (')	Overhead Utilities?
Area 3	11-040115	maple, Norway	Acer platanoides	1817	VINEWOOD BLVD	VINEWOOD BLVD	11 - 15	21-30	Yes
Area 3	11-040217	maple, Norway	Acer platanoides	2111	VINEWOOD BLVD	VINEWOOD BLVD	11 - 15	31-50	Yes
Area 3	11-040635	linden, littleleaf	Tilia cordata	532	WALNUT ST	WALNUT ST	16 - 20	31-50	Yes
Area 3	11-056581	maple, sugar	Acer saccharum	922	CHURCH ST	CHURCH ST	16 - 20	51-70	No
Area 3	11-056757	linden, littleleaf	Tilia cordata	1207	ROOSEVELT AVE	ROOSEVELT AVE	11 - 15	21-30	Yes
Area 3	11-056938	linden, American	Tilia americana	1012	S FOREST AVE	S FOREST AVE	16 - 20	51-70	No

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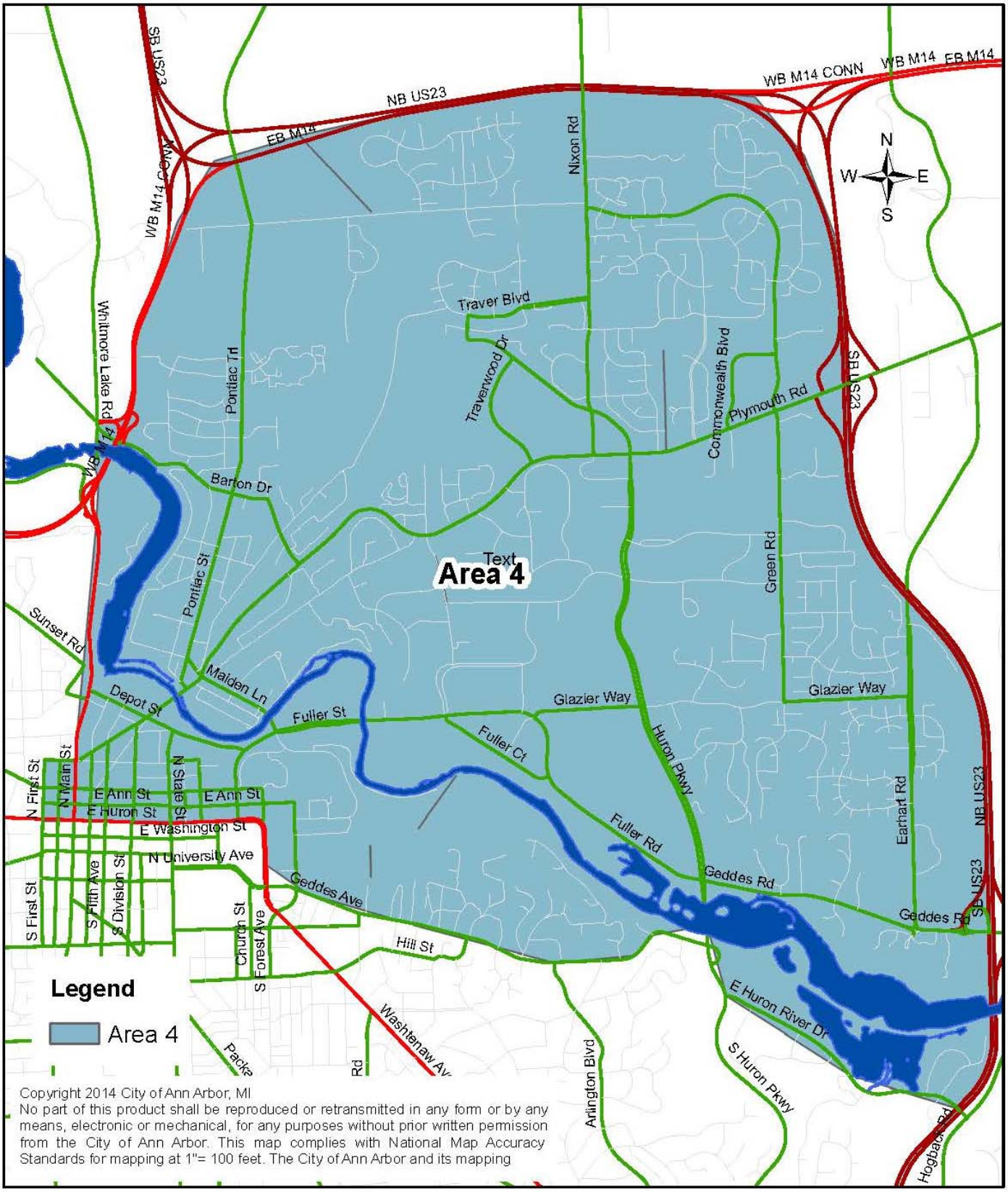
Area	Tree Inventory ID	Common Name	Scientific Name	Address #	Street	On Street	Maintenance	DBH (")	HEIGHT (')	Overhead Utilities
3	11-002795	maple, sugar	Acer saccharum	1830	INDEPENDENCE BLVD	INDEPENDENCE BLVD	Priority 1 Prune	21 - 25	31-50	No
3	11-004629	maple, silver	Acer saccharinum	2670	BELLWOOD AVE	BELLWOOD AVE	Priority 1 Prune	26 - 30	51-70	No
3	11-004848	oak, bur	Quercus macrocarpa	3245	EDGEWOOD DR	PARKWOOD AVE	Priority 1 Prune	31 - 35	51-70	No
3	11-005208	cottonwood	Populus deltoides	1540	STONEHAVEN RD	STONEHAVEN RD	Priority 1 Prune	26 - 30	GT70	No
3	11-005436	oak, black	Quercus velutina	1730	GLENWOOD RD	GLENWOOD RD	Priority 1 Prune	21 - 25	GT70	Yes
3	11-007575	maple, red	Acer rubrum	1602	SHADFORD RD	SHADFORD RD	Priority 1 Prune	GT35	GT70	No
3	11-008169	maple, silver	Acer saccharinum	1314	GRANGER AVE	GRANGER AVE	Priority 1 Prune	26 - 30	GT70	No
3	11-009371	oak, white	Quercus alba	2112	WALLINGFORD RD	HARDING RD	Priority 1 Prune	16 - 20	GT70	No
3	11-010324	oak, northern red	Quercus rubra	750	ARLINGTON BLVD	GEDDES AVE	Priority 1 Prune	16 - 20	51-70	No
3	11-010353	walnut, black	Juglans nigra	581	HUNTINGTON DR	GEDDES AVE	Priority 1 Prune	GT35	51-70	Yes
3	11-010600	oak, black	Quercus velutina	640	HUNTINGTON DR	GEDDES AVE	Priority 1 Prune	21 - 25	51-70	Yes
3	11-023300	elm, Siberian	Ulmus pumila	3157	N BAYLIS DR	N BAYLIS DR	Priority 1 Prune	31 - 35	51-70	No
3	11-023925	walnut, black	Juglans nigra	3305	STONE SCHOOL RD	STONE SCHOOL RD	Priority 1 Prune	21 - 25	51-70	No
3	11-024523	oak, black	Quercus velutina	3750	STONE SCHOOL RD	STONE SCHOOL RD	Priority 1 Prune	21 - 25	51-70	No
3	11-037767	maple, sugar	Acer saccharum	1932	BROCK CT	BROCK CT	Priority 1 Prune	16 - 20	51-70	No
3	11-037768	maple, sugar	Acer saccharum	1932	BROCK CT	BROCK CT	Priority 1 Prune	21 - 25	51-70	No
3	11-039782	tuliptree	Liriodendron tulipifera	2541	LONDONDERRY RD	LONDONDERRY RD	Priority 1 Prune	21 - 25	51-70	No
3	11-039998	oak, bur	Quercus macrocarpa	804	BERKSHIRE RD	DORSET RD	Priority 1 Prune	26 - 30	51-70	No
3	11-050999	oak, northern red	Quercus rubra	3030	HUNTING VALLEY	HUNTING VALLEY	Priority 1 Prune	16 - 20	GT70	No

Area	Tree Inventory ID	Common Name	Scientific Name	Address #	Street	On Street	Maintenance	DBH (")	HEIGHT (')	Overhead Utilities
3	11-051002	oak, northern red	Quercus rubra	3030	HUNTING VALLEY	HUNTING VALLEY	Priority 1 Prune	21 - 25	51-70	No
3	11-051003	oak, northern red	Quercus rubra	3030	HUNTING VALLEY	HUNTING VALLEY	Priority 1 Prune	21 - 25	51-70	No
3	11-051047	elm, Siberian	Ulmus pumila	3050	PROVINCIAL DR	PROVINCIAL DR	Priority 1 Prune	21 - 25	31-50	Yes
3	11-051372	oak, white	Quercus alba	2941	DEVONSHIRE RD	DEVONSHIRE RD	Priority 1 Prune	11 - 15	51-70	No
3	11-056739	linden, American	Tilia americana	1033	E UNIVERSITY AVE	PROSPECT ST	Priority 1 Prune	21 - 25	31-50	No
3	11-056787	maple, sugar	Acer saccharum	1102	OAKLAND AVE	OAKLAND AVE	Priority 1 Prune	21 - 25	31-50	Yes
3	11-056878	honeylocust, thornless	Gleditsia triacanthos inermis	715	ARBOR ST	ARBOR ST	Priority 1 Prune	6 - 10	31-50	No
3	11-056880	honeylocust,	Gleditsia triacanthos inermis	819	S STATE ST	ARBOR ST	Priority 1 Prune	16 - 20	31-50	No

APPENDIX A: MAP OF TREE MAINTENANCE AREA #4
AND SAMPLE TREE REMOVAL AND PRUNING LOCATIONS



APPENDIX A: SAMPLE LIST OF TREE REMOVALS* AREA #4

*The Sample List of Tree Removals is furnished to provide the Bidder with information on the species, size and location of trees that may be encountered in each Area. It is the responsibility of the Bidder to inspect each Area they will bid on to arrive at a clear understanding of the conditions to be encountered, the difficulties involved, and all other factors affecting the work proposed under this bid request. The final list of tree/stump removals for each Area will be provided to the winning Bidder(s) of each Area.

Area	Tree Inventory ID	Common Name	Scientific Name	Address #	Street	On Street	DBH (")	HEIGHT (')	Overhead Utilities?
Area 4	11-000395	maple, Norway	Acer platanoides	3810	WINDEMERE DR	WINDEMERE DR	11 - 15	21-30	No
Area 4	11-009980	crabapple	Malus spp.	408	AWIXA RD	AWIXA RD	6 - 10	21-30	No
Area 4	11-012630	maple, red	Acer rubrum	2235	PLACID WAY	PLACID WAY	6 - 10	21-30	No
Area 4	11-012665	ash, white	Fraxinus americana	2290	TRAVER RD	TRAVER RD	26 - 30	31-50	No
Area 4	11-012772	maple, red	Acer rubrum	2750	TUEBINGEN PKWY	TUEBINGEN PKWY	0 - 5	11-20	No
Area 4	11-013385	maple, Norway	Acer platanoides	1763	PLYMOUTH RD	UPLAND DR	6 - 10	21-30	No
Area 4	11-013988	crabapple,	Malus spp.	1540	CEDAR BEND DR	CEDAR BEND DR	11 - 15	0-10	No
Area 4	11-013991	maple, red	Acer rubrum	1080	NIELSEN CT	NIELSEN CT	6 - 10	21-30	No
Area 4	11-028999	walnut, black	Juglans nigra	520	EARHART RD	EARHART RD	16 - 20	31-50	No
Area 4	11-029140	hickory, shagbark	Carya ovata	1201	EARHART RD	EARHART RD	16 - 20	31-50	No
Area 4	11-029419	hophornbeam, American	Ostrya virginiana	3516	GREEN BRIER BLVD	GREEN BRIER BLVD	0 - 5	0 - 10	No
Area 4	11-041746	maple, silver	Acer saccharinum	3304	BLUETT DR	GREENE ST	16 - 20	51-70	Yes
Area 4	11-041754	elm, Siberian	Ulmus pumila	3292	BLUETT DR	GREENE ST	6 - 10	21-30	Yes
Area 4	11-041755	elm, Siberian	Ulmus pumila	3292	BLUETT DR	GREENE ST	11 - 15	21-30	Yes
Area 4	11-041759	pine, Austrian	Pinus nigra	2311	GREEN RD	GREEN RD	11 - 15	21-30	Yes
Area 4	11-042560	maple, silver	Acer saccharinum	1200	WRIGHT ST	WRIGHT ST	GT35	51-70	Yes
Area 4	11-043056	elm, spp.	Ulmus spp.	2260	TRAVER RD	TRAVER RD	11 - 15	51-70	No
Area 4	11-043073	unknown	unknown	2260	TRAVER RD	TRAVER RD	6 - 10	31-50	No
Area 4	11-043074	unknown	unknown	2260	TRAVER RD	TRAVER RD	6 - 10	31-50	No
Area 4	11-043086	boxelder	Acer negundo	2281	TRAVER RD	TRAVER RD	6 - 10	31-50	No
Area 4	11-052663	maple, red	Acer rubrum	2000	COMMONWEALTH BL	COMMONWEALTH BL	6 - 10	21-30	No
Area 4	11-052692	maple, red	Acer rubrum	2200	COMMONWEALTH BL	COMMONWEALTH BL	6 - 10	31-50	No
Area 4	11-052820	maple, red	Acer rubrum	2136	GEORGETOWN BLVD	GEORGETOWN BLVD	6 - 10	21-30	No
Area 4	11-053021	crabapple,	Malus spp.	3300	PLYMOUTH RD	PLYMOUTH RD	6 - 10	11-20	No
Area 4	11-053038	maple, Norway	Acer platanoides	3151	PLYMOUTH RD	PLYMOUTH RD	6 - 10	11-20	Yes
Area 4	11-053494	maple, silver	Acer saccharinum	3050	PONTIAC TRL	PONTIAC TRL	21 - 25	21-30	Yes
Area 4	11-054084	linden, American	Tilia americana	415	HIGH ST	HIGH ST	11 - 15	31-50	No
Area 4	11-054158	catalpa, northern	Catalpa speciosa	503	N FOURTH AVE	E KINGSLEY ST	26 - 30	31-50	No
Area 4	11-054173	linden, littleleaf	Tilia cordata	212	E KINGSLEY ST	E KINGSLEY ST	11 - 15	31-50	Yes
Area 4	11-054174	linden, littleleaf	Tilia cordata	212	E KINGSLEY ST	E KINGSLEY ST	11 - 15	31-50	Yes

Area 4	11-040955	elm, Siberian	Ulmus pumila	3132	NIXON RD	BLUETT DR	6 - 10	21-30	
Area 4	11-040951	hickory, shagbark	Carya ovata	3132	NIXON RD	BLUETT DR	11 - 15	51-70	No
Area 4	11-054577	pear, callery	Pyrus calleryana	106	N FOURTH AVE	N FOURTH AVE	11 - 15	21-30	No
Area 4	11-054578	pear, callery	Pyrus calleryana	110	N FOURTH AVE	N FOURTH AVE	11 - 15	21-30	No
Area 4	11-013874	maple, sugar	Acer saccharum	1317	JONES DR	JONES DR	21 - 25	GT70	No
Area 4	11-041130	maple, sugar	Acer saccharum	2876	BURLINGTON ST	BURLINGTON ST	16 - 20	31-50	No

APPENDIX A: SAMPLE LIST OF TREE PRUING* AREA #4

*The Sample List of Tree Pruning is furnished to provide the Bidder with information on the species, size and location of trees that may be encountered in each Area. It is the responsibility of the Bidder to inspect each Area they will bid on to arrive at a clear understanding of the conditions to be encountered, the difficulties involved, and all other factors affecting the work proposed under this bid request. The final list of tree/stump removals for each Area will be provided to the winning Bidder(s) of each Area.

Area	Tree Inventory ID	Common Name	Scientific Name	Address #	Street	On Street	Maintenance	DBH (")	HEIGHT (')	Overhead Utilities
4	11-000775	oak, swamp white	Quercus bicolor	1640	GREEN RD	GREEN RD	Priority 1 Prune	31 - 35	GT70	No
4	11-000858	oak, black	Quercus velutina	3460	VINTAGE VALLEY RD	GREEN RD	Priority 1 Prune	21 - 25	51-70	No
4	11-001096	oak, black	Quercus velutina	1155	GREEN RD	GREEN RD	Priority 1 Prune	21 - 25	51-70	No
4	11-009882	maple, silver	Acer saccharinum	403	LENAWEE DR	LENAWEE DR	Priority 1 Prune	26 - 30	GT70	No
4	11-010078	walnut, black	Juglans nigra	556	ORCHARD HILLS DR	ORCHARD HILLS DR	Priority 1 Prune	26 - 30	GT70	No
4	11-010098	walnut, black	Juglans nigra	371	ORCHARD HILLS DR	ORCHARD HILLS DR	Priority 1 Prune	16 - 20	51-70	No
4	11-010300	elm, American	Ulmus americana	2400	HILL ST	GEDDES AVE	Priority 1 Prune	GT35	51-70	Yes
4	11-011309	oak, northern red	Quercus rubra	1315	BURGUNDY RD	ANDOVER RD	Priority 1 Prune	21 - 25	51-70	No
4	11-013646	mulberry, white	Morus alba	860	DHU VARREN RD	DHU VARREN RD	Priority 1 Prune	6 - 10	21-30	Yes
4	11-013768	maple, sugar	Acer saccharum	1411	BROADWAY ST	BROADWAY ST	Priority 1 Prune	31 - 35	GT70	Yes
4	11-013862	elm, American	Ulmus americana	1438	JONES DR	JONES DR	Priority 1 Prune	26 - 30	GT70	No
4	11-028722	oak, northern red	Quercus rubra	3986	PENBERTON DR	WALDENWOOD DR	Priority 1 Prune	26 - 30	GT70	No
4	11-030065	maple, sugar	Acer saccharum	811	E ANN ST	E ANN ST	Priority 1 Prune	21 - 25	51-70	No
4	11-030111	maple, Norway	Acer platanoides	909	E ANN ST	E ANN ST	Priority 1 Prune	16 - 20	31-50	Yes
4	11-030409	maple, silver	Acer saccharinum	410	N STATE ST	N STATE ST	Priority 1 Prune	21 - 25	51-70	No
4	11-041465	oak, northern red	Quercus rubra	2701	ARGONNE DR	NIXON RD	Priority 1 Prune	GT35	51-70	No
4	11-041951	maple, silver	Acer saccharinum	319	BROOKSIDE DR	BROOKSIDE DR	Priority 1 Prune	GT35	GT70	No
4	11-042204	elm, Siberian	Ulmus pumila	134	BARTON DR	BARTON DR	Priority 1 Prune	11 - 15	51-70	No
4	11-042494	locust, black	Robinia pseudoacacia	2011	LONG SHORE DR	LONG SHORE DR	Priority 1 Prune	11 - 15	51-70	No
4	11-042587	maple, sugar	Acer saccharum	1310	WRIGHT ST	WRIGHT ST	Priority 1 Prune	26 - 30	51-70	Yes
4	11-042704	maple, sugar	Acer saccharum	1515	PEAR ST	PEAR ST	Priority 1 Prune	21 - 25	31-50	No

Area	Tree Inventory ID	Common Name	Scientific Name	Address #	Street	On Street	Maintenance	DBH (")	HEIGHT (')	Overhead Utilities
4	11-042733	elm, Siberian	Ulmus pumila	900	JOHN A WOODS DR	PEAR ST	Priority 1 Prune	26 - 30	GT70	No
4	11-043049	maple, silver	Acer saccharinum	2260	TRAVER RD	TRAVER RD	Priority 1 Prune	31 - 35	51-70	No
4	11-043058	locust, black	Robinia pseudoacacia	2260	TRAVER RD	TRAVER RD	Priority 1 Prune	11 - 15	51-70	No
4	11-043066	elm, American	Ulmus americana	2260	TRAVER RD	TRAVER RD	Priority 1 Prune	11 - 15	51-70	No
4	11-043080	boxelder	Acer negundo	2281	TRAVER RD	TRAVER RD	Priority 1 Prune	16 - 20	31-50	No
4	11-053617	maple, sugar	Acer saccharum	2021	PONTIAC TRL	PONTIAC TRL	Priority 1 Prune	26 - 30	51-70	No
4	11-054061	maple, Norway	Acer platanoides	418	HIGH ST	HIGH ST	Priority 1 Prune	16 - 20	31-50	Yes
4	11-054434	oak, bur	Quercus macrocarpa	303	N DIVISION ST	N DIVISION ST	Priority 1 Prune	GT35	51-70	Yes
4	11-060991	honeylocust	Gleditsia triacanthos	115	BEAKES ST	BEAKES ST	Priority 1 Prune	6 - 10		3

APPENDIX B: CONTRACTOR & SUBCONTRACTOR QUALIFICATIONS

CONTRACTOR INFORMATION AND QUALIFICATIONS

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

Company Name (P.O. Will Be Addressed To): _____

Social Security or Federal Employer I.D. #:_____

Address_____

_____

City _____State _____ Zip _____

We have read the attached Scope of Work and Specifications thoroughly?

( ) Yes ( ) No

Are all exceptions to the attached Scope of Work specifications properly outlined?

( ) Yes ( ) No

The City of Ann Arbor reserves the right to accept any bid, to reject any or all bids, to waive irregularities and/or informalities in any bid, and to make the award in any manner deemed in the best interest of the City.

The undersigned agrees that if the bid is accepted by the City of Ann Arbor a binding contract will be in effect for the delivery of the goods and services in accordance with the bid.

COMPANY REPRESENTATIVE:

_____
Signature Date

_____
Printed Name

_____
Title Email Address

Phone Number _____ Fax Number _____

Type of Organization **(circle one):** Individual Partnership Corporation Joint Venture

Other_____

Year organization established: _____

Former organization names(s) if applicable: _____

Number of full-time employees: _____ part-time employees_____

References: List three references, preferably municipal government, where your company has provided similar service of the type of work in this bid.

City	Contact Person	Phone Number
1.		
2.		
3.		

Tree Crew Qualifications: List all employees and their qualifications that may be assigned to this work. Indicate individuals that are crew leaders and supervisors. Include ISA Certified Arborist, Tree Worker, safety professional or other applicable qualifications and electrical hazard training information or proof of line clearance certified employee that will be working on the crew Attach additional sheets, if necessary.

_____

_____

_____

Number of employees on Contractor's tree removal crew: _____

Number of employees on Contractor's tree pruning crew:_____

Equipment: List all equipment that will be available for use by the crew performing each work item. Attach additional sheets, if necessary.

Does your company have access to a crane? Yes No

_____

_____

_____

Subcontractors: List any subcontractors that your company is planning to use for this project and what activities they will perform. Include ISA Certified Arborist, Tree Worker, safety professional or other applicable qualifications. Attach additional sheets, if necessary.
NOTE: If using subcontractor(s), they must submit the attached qualifications sheet.

_____

_____

Safety Training:

Does your company maintain a safety training program?	Yes	No
Have you read the attached specifications thoroughly?	Yes	No
Are all exceptions to the attached specifications properly outlined?	Yes	No
Read and understand Safety Standards/Precautions?	Yes	No

Insurance Requirement: All required insurances shall be kept current as specified in this bid document and on the back of the service purchase order, for the term of the contract.

We have the ability to carry the required level of insurance for this contract?

Yes, name of insurance company_____

No

APPENDIX B: CONTRACTOR QUALIFICATIONS AND TREE AND STUMP REMOVAL BID SHEETS

SUBCONTRACTOR QUALIFICATIONS

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

Company Name (P.O. Will Be Addressed To) _____

Social Security or Federal Employer I.D. # _____

Address _____

City _____State _____ Zip _____

We have read the attached Scope of Work and specifications thoroughly?

( ) Yes ( ) No

COMPANY REPRESENTATIVE:

_____
Signature Date

_____
Printed Name

_____
Title Email Address

Phone Number _____ Fax Number _____

Type of Organization **(circle one):** Individual Partnership Corporation Joint Venture

Other_____

Year organization established: _____

Number of full-time employees: _____ part-time employees_____

References: List three references, preferably municipal government, where your company has provided similar service of the type of work in this bid.

Organization/City	Contact Person	Phone Number
1.		
2.		
3.		

Tree Crew Qualifications: List all employees and their qualifications that may be assigned to this work. Indicate individuals that are crew leaders and supervisors. Include ISA Certified Arborist, Tree Worker, safety professional or other applicable qualifications and electrical hazard training information or proof of line clearance certified employee that will be working on the crew. Attach additional sheets, if necessary.

_____

_____

_____

_____

_____

_____

_____

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

_____

_____

_____

Safety Training:

Does your company maintain a safety training program?	Yes	No
Have you read the attached specifications thoroughly?	Yes	No
Are all exceptions to the attached specifications properly outlined?	Yes	No
Read and understand Safety Standards/Precautions?	Yes	No

APPENDIX C: TREE REMOVAL, STUMP REMOVAL AND PRUNING BID SHEETS

Bidder may bid on any or all of the Areas detailed in the bid documents, however, the Bidder must bid on all tree maintenance activities for each Area bid (i.e. tree removal, stump removal and tree pruning).

Company Name: _____

We hereby offer to furnish labor, equipment, materials and supervision in accordance with City of Ann Arbor specifications as outlined in the Scope of Work and bid documents.

AREA #1:

Tree Removal. Stump Removal and Pruning : Cost per tree by size (including wood disposal):

Diameter Class	Tree Removal Cost Per Tree	Stump Removal Cost Per Tree	Tree Pruning Cost Per Tree
0-5”			
6-10”			
11-15”			
16-20”			
21-25”			
26-30”			
>31”			

AREA #2:

Tree Removal. Stump Removal and Pruning : Cost per tree by size (including wood disposal):

Diameter Class	Tree Removal Cost Per Tree	Stump Removal Cost Per Tree	Tree Pruning Cost Per Tree
0-5”			
6-10”			
11-15”			
16-20”			
21-25”			
26-30”			
>31”			

APPENDIX C: TREE REMOVAL, STUMP REMOVAL AND PRUNING BID SHEETS
(continued)

Bidder may bid on any or all of the Areas detailed in the bid documents, however, the Bidder must bid on all tree maintenance activities for each Area bid (i.e. tree removal, stump removal and tree pruning).

Company Name: _____

We hereby offer to furnish labor, equipment, materials and supervision in accordance with City of Ann Arbor specifications as outlined in the Scope of Work and bid documents.

AREA #3:

Tree Removal. Stump Removal and Pruning : Cost per tree by size (including wood disposal):

Diameter Class	Tree Removal Cost Per Tree	Stump Removal Cost Per Tree	Tree Pruning Cost Per Tree
0-5”			
6-10”			
11-15”			
16-20”			
21-25”			
26-30”			
>31”			

AREA #4:

Tree Removal. Stump Removal and Pruning : Cost per tree by size (including wood disposal):

Diameter Class	Tree Removal Cost Per Tree	Stump Removal Cost Per Tree	Tree Pruning Cost Per Tree
0-5”			
6-10”			
11-15”			
16-20”			
21-25”			
26-30”			
>31”			

APPENDIX C – BID FORM
ALTERNATE
MATERIALS

The Base Bid price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to Bid alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Only alternates approved by the City at the time of award, and specifically named will be considered only as a negotiated change in Contract Sum.

Item Number	Description	Add/Deduct Amount

APPENDIX D: CONTRACT COMPLIANCE FORMS

City of Ann Arbor Procurement Office
INSTRUCTIONS FOR CONTRACTORS

For Completing CONTRACT COMPLIANCE FORM

City Policy

The "non discrimination in contracts" provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor's labor recruitment area (the area where they can reasonably be expected to recruit employees). ***This data is provided to the City on the Human Rights Contract Compliance Forms (attached).***

To complete the form:

1) **If a company has more than one location, then that company must complete 2 versions of the form.**

- **Form #1** should contain the employment data for the **entire corporation**.
- **Form #2** should contain the employment data for those employees:
  - who will be working on-site;
  - in the office responsible for completing the contract; or,
  - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

2) If the company has only one location, fill out Form #1 only.

3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization's president.

4) Complete the Employment Data in the remainder of the form. Please be sure

to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

5) Return the completed form(s) to *your contact* in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:
Procurement Office of the City of Ann Arbor
(734) 794-6500

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

Form #1

CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
CONTRACT COMPLIANCE FORM

Entire Organization (Totals for All Locations where applicable)

Name of Company/Organization_____ Date Form Completed_____

Name and Title of Person Completing this Form_____ Name of President _____

Address_____ County_____ Phone #_____
(Street address) (City) (State) (Zip) (Area Code)

Fax#_____ Email Address_____
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	TOTAL COLUMNS A-L
	A	B	C	D	E	F	G	H	I	J	K	L	
Exec/Sr.Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

9/03 **Questions about this form? Call (734)794-6576**

Form #2

CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
CONTRACT COMPLIANCE FORM

Local Office (Only those employees that will do local or on-site work, if applicable)

Name of Company/Organization_____ Date Form Completed_____

Name and Title of Person Completing this Form_____ Name of President _____

Address_____ County_____ Phone #_____
(Street address) (City) (State) (Zip) (Area Code)

Fax#_____ Email Address_____
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	**TOTAL COLUMNS A-L**
	A	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	
Exec/Sr.Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

2/12 **Questions about this form? Call 734-794-657**

APPENDIX E: CITY OF ANN ARBOR LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than $10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

_____ This **company** is exempt due to the fact that we employ or contract with fewer than 5 individuals.

_____ This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as $12.70/hour when health care is provided, or no less than $14.18/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2014.

b) Please check the boxes below which apply to your workforce:

☐ Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes_____ No_____

OR

☐ Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes_____ No_____

c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.

d) To provide the City payroll records or other documentation as requested; and,

e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance

Company Name	Address, City, State, Zip
Signature of Authorized Representative	Phone (area code)
Type or Print Name and Title	Email address
Date signed	

Questions about this form? Please contact:
Procurement Office City of Ann Arbor
Phone: 734/794-6500

Revised 3/2014 rev.0 LW-2

CITY OF ANN ARBOR
LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2014 - ENDING APRIL 29, 2015

$12.70 per hour
If the employer provides health care benefits*

$14.18 per hour
If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than $10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than $500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

***** Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed $.50 an hour for an average work week; and the employer cost or contribution must equal no less than $1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

For Additional Information or to File a Complaint Contact
Mark Berryman at 734/794-6500 or mberryman@a2gov.org

Revised 3/2014 Rev.0 LW-1

APPENDIX F: VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Vendor Name	Vendor Phone Number
Conflict of Interest Disclosure *	
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there maybe a potential conflict of interest.	( ) Relationship to Employee _____ ( ) Interest in vendor's company _____ ( ) Other _____

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that the information provided is true and correct by my signature below:

_____ _____ _____

Signature of Vendor Authorized Representative Date Printed Name of Vendor Authorized Representative

PROCUREMENT USE ONLY

☐ Yes, named employee was involved in Bid / Proposal process.

☐ No, named employee was not involved in procurement process or decision

APPENDIX G: SAMPLE APPLICATION FOR TRAFFIC DETOUR OR LANE CLOSURE

City of Ann Arbor

APPLICATION FOR TRAFFIC DETOUR OR LANE CLOSURE

Chris Rachwal 734-323-3893 Office 734- 994-2744 Fax 734-996-3293

DATE(S) _____ TIME (S) _____

LOCATION _____

TYPE OF WORK _____

DESCRIPTION OF DETOUR AND/ OR LANE CLOSURE. (Attach additional sheets as necessary): Lane closure of the north side of E Jefferson between Thompson and Division. Periodic temporary closure to accommodate the lowering of big sections of wood. Traffic will be managed with flaggers. Construction signs and cones will also be used to help direct the traffic.

APPLICANT

Company Name: _____

Address: _____

Office Phone No – 24 hours _____Mobile No. _____24 hours

Fax No. _____ E-mail : _____

A COPY OF THIS PERMIT MUST BE ON SITE AT ALL TIMES

All detours, lane closure, signing, etc. shall be in conformance with the **Michigan Manual of Uniform Traffic Control Devices, Part 6** (Construction and Maintenance) prepared by Michigan Department of Transportation, and also in accordance with **Chapter 47 of the City of Ann Arbor Code of Ordinances**. Application is valid **ONLY** for the dates indicated above. Any changes or alterations must be approved forty-eight (48 hours prior to closure)

_____

ROW Permit No.

_____

Signature of Applicant

_____

Print Name

_____

Approved by

_____

Date Approved

Cc: Public Serv, Police, AA News, Fire, Applicant

Revised 8/06

APPENDIX H: SAMPLE TEMPORARY NO PARKING PERMIT APPLICATION

CITY OF ANN ARBOR, MICHIGAN
100 N. Fifth Avenue, Ann Arbor, MI 48104
Phone: (734) 794-6000, Fax: (734) 994-1744

TEMPORARY PERMISSION TO RESERVE PARKING LANE FOR WORK-RELATED PURPOSES

Location:_____
Limited to parking lane directly in front of residence where work to be performed, using property lines as limit

Date(s):_____ Time of Day:_____
Maximum Duration of 72 hours

Reason:_____

Name:_____

Company:_____ Email_____

Address:_____

Phone Number:_____ Fax Number:_____

Payment: Check_____ Cash_____ Amount: $_____

Signed:_____ (read & initial back also)

TO BE FILLED OUT BY CITY STAFF:

Approved by: _____ Date:_____
Project Management, Public Services

Approved by: _____ Date:_____
Community Standards, AAPD

Approved by: _____ Date:_____
Field Operations, Public Services

"No Parking Signs" installed by Field Operations: _____/_____
Date / Time

REQUESTOR NOTIFIED OF APPROVAL OF PERMIT:_____
Name/Date

REQUEST DENIED: REASON_____ Name/Date_____
A=Date Conflict; **B**=Improper Use of Permit; **C**=Other; Explanation_____

REQUESTOR NOTIFIED OF DENIAL OF PERMIT:_____
Name/Date

Public Services Administrator (as needed): _____
Comments/Initials/Date

c: Parking Referee Treasurer's Office Community Standards Field Operations File
Rev. 2/9/09

APPENDIX I: FAIR EMPLOYMENT PRACTICE

The consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor and in particular the following excerpts there from:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

(1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.

(2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.

(3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.

(4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:

(a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;

(b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;

(c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.

(5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.

(6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:

(a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;

(b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;

(c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;

(d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

Contract Amount	Assessed Damages Per Day of Non-Compliance
$ 10,000 - 24,999	$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

(e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

APPENDIX J: SAMPLE CITY OF ANN ARBOR SERVICE AGREEMENT

SERVICE AGREEMENT BETWEEN

_____XXXXXXXXXXXXXX_____
AND
CITY OF ANN ARBOR

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 East Huron Street, Ann Arbor, Michigan 48104 ("CITY") and,
,_____ a _____,having its offices at
("CONTRACTOR"), Type of Business
_____ agree as follows on this __ day of _____, 2014.
Address

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means the _____.

Contract Administrator means the _____, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit

Project means _____.

II. DURATION

This Agreement shall become effective on _____, 2014, and shall remain in effect until satisfactory performance of all services or _____, whichever occurs first, unless terminated for breach or as provided in this agreement.

III. SERVICES

A. General Scope: The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Contract and Exhibits
Bid No. and Addenda (if applicable)
Bid Proposal of Contractor, dated _____

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Project. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed above in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

B. Quality of Services: The Contractor's standard of service under this agreement shall be of the level of quality performed by businesses regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

C. Compliance with Applicable Law: The Contractor shall perform its services under this Agreement in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

D. Location: The Contractor shall provide all of these services at the locations specified in Bid No. 4281.

E. Reports/Surveys: The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent contractor or when it has actual notice of any defects in the reports and surveys.

IV. RELATIONSHIP OF PARTIES

A. The parties to this agreement agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this agreement shall be deemed to constitute any other relationship between the City and the Contractor.

B. The Contractor certifies that it has no personal or financial interest in the project other than the fee it is to receive under this agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of services under this agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this agreement.

C. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

D. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

V. COMPENSATION OF CONTRACTOR

The Contractor shall be paid on the basis of the bid price in the manner set forth in the Bid # . The total fee to be paid the Contractor for the services shall not exceed _____($_____). Payment shall be made within 30 days of acceptance of the work by the Contract Administrator. It is understood and agreed between the parties that the compensation stated above is inclusive

of any and all remuneration to which the Contractor may be entitled.

VI. INSURANCE; INDEMNIFICATION

A. The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

   Bodily Injury by Accident - $500,000 each accident
   Bodily Injury by Disease - $500,000 each employee
   Bodily Injury by Disease - $500,000 each policy limit

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

   $1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.

   $2,000,000 Per Job General Aggregate

   $1,000,000 Personal and Advertising Injury

   $2,000,000 Products and Completed Operations Aggregate

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be $1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

4. Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of $1,000,000.

B. Insurance required under VI.A.2 and A.3 of this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and

shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

C. In the case of all Contracts involving on-site work, the Contractor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

D. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

E. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Contractor or anyone acting on the Contractor's behalf under this contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

7. <u>COMPLIANCE REQUIREMENTS</u>

A. Nondiscrimination. The Consultant agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act MCL 37.2209). The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity

B. Wages: Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area

compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section." Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

Further, to the extent that any employees of the Contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with Section 1:319 of Chapter 14 of Title I of the Code of the City of Ann Arbor, the Contractor agrees to conform to Chapter 23, Living Wage, of Title I of the Code of the City of Ann Arbor, as amended. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code; to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY CONTRACTOR

A. The Contractor warrants that the quality of its services under this agreement shall conform to the level of quality performed by businesses regularly rendering this type of service. The Contractor warrants that the work performed shall be free of defects and guaranteed for a period of one year.

B. The Contractor warrants that it has all the skills and experience necessary to perform the services it is to provide pursuant to this agreement. Further that it has available, or will engage, at its own expense, sufficient trained employees or subcontractors to provide the services specified in this Agreement.

C. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

IX. TERMINATION OF AGREEMENT; RIGHTS ON TERMINATION

A. This agreement may be terminated by either party in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of termination is given in conformance with the terms of this agreement. Breach under this terms of this Agreement shall include but not be limited to the failure to deliver service on time, poor quality materials or workmanship, failure to follow specifications identified in Article III above, or the unauthorized substitution of articles other than those quoted and specified in the bid documents.

B. The City may terminate this Agreement, on at least ten (10) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to the Contractor except the obligation to pay for services actually

performed under the Agreement.

C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

X. OBLIGATIONS OF THE CITY

A. The City agrees to give the Contractor access to staff and City owned properties as required to perform the necessary services under the agreement.

B. The City shall notify the Contractor of any defects in the services of which the City has actual notice.

XI. ASSIGNMENT

A. The Contractor shall not subcontract or assign any portion of the services without prior written consent to such action by the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.

B. The Contractor shall retain the right to pledge payment(s) due and payable under the agreement to third parties.

XII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other.

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
301 E. Huron St.
Ann Arbor, MI 48107-8647
Attn:

XIII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or other circumstances.

XIV. CHOICE OF LAW

This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. EXTENT OF AGREEMENT

This agreement represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this agreement.

This agreement may be altered, amended or modified only by written amendment signed by the Contractor and the City

FOR CONTRACTOR

By _____
Authorized Representative

FOR THE CITY OF ANN ARBOR

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

_____
Steven D. Powers, City Administrator

_____
Craig Hupy
Public Service Area Administrator

Approved as to form and content

_____
Stephen K. Postema, City Attorney

APPENDIX K: Bonds

PERFORMANCE BOND

(1) _____of (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for $, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

(2) The Principal has entered a written contract with the City dated _____, 20__, for:

_____

and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.

(3) Whenever the Principal is declared by the City to be in default under the contract, the Surety may promptly remedy the default or shall promptly:
(a) complete the contract in accordance with its terms and conditions; or

(b) obtain a bid or bids for submission to the City for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.

(4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the contract.

(5) Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work, or to the specifications.

SIGNED AND SEALED this _____ day of _____, 20__.

(Name of Surety Company)

By
(Signature)

Its
(Title of Office)

(Name of Principal)

By
(Signature)

Its
(Title of Office)

Approved as to form:
Stephen K. Postema, City Attorney

Name and address of agent:

APPENDIX L: CONTRACTOR'S AFFIDAVIT

The undersigned Contractor,_____ , represents that on
_____, 20_, it was awarded a contract by the City of Ann Arbor, Michigan
to _____ under the terms and conditions of a Contract
titled_____
___
The Contractor represents that all work has now been accomplished and the Contract is complete.

The Contractor warrants and certifies that all of its indebtedness arising by reason of the Contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the project, as well as all other claims arising from the performance of the Contract, have been fully paid or satisfactorily settled. The Contractor agrees that, if any claim should hereafter arise, it shall assume responsibility for it immediately upon request to do so by the City of Ann Arbor.

The Contractor, for valuable consideration received, does further waive, release and relinquish any and all claims or right of lien which the Contractor now has or may acquire upon the subject premises for labor and material used in the project owned by the City of Ann Arbor.

This affidavit is freely and voluntarily given with full knowledge of the facts.

_____
Contractor

By _____
(Signature)

Its_____
(Title of Office)

Subscribed and sworn to before me, on this_____ day
of_____ , 20__

_____County, Michigan
Notary Public

My commission expires on:_____ , 20__

ADDENDUM No. 1
ITB-4348 Tree Removal, Stumping and Pruning
City of Ann Arbor
Due: Monday, September 15, 2014

The following changes, additions and/or deletions shall be made to ITB 4348, Tree Removal, Stumping and Pruning for the City of Ann Arbor, Michigan.

Elements of this project may be partially funded through a Great Lakes Restoration Initiative Grant through the USDA Forest Service. The following USDA Nondiscrimination Policy Statement applies to this project.

USDA Nondiscrimination Policy Statement

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, sexual orientation, marital status, family status, status as a parent (in education and training programs and activities), because all or part of an individual's income is derived from any public assistance program, or retaliation. (Not all prohibited bases apply to all programs or activities.)

If you require this information in alternative format (Braille, large print, audiotape, etc.), contact the USDA's TARGET Center at (202) 720-2600 (Voice or TDD).

If you require information about this program, activity, or facility in a language other than English, contact the agency office responsible for the program or activity, or any USDA office.
To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call toll free, (866) 632-9992 (Voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (800) 845-6136 (in Spanish). .

You may use USDA Program Discrimination Complaint Forms AD-3027 or AD-3027s (Spanish) which can be found at: http://www.ascr.usda.gov/complaint_filing_cust.html and http://www.ascr.usda.gov/es_us/sp_complaint_filing_cust.html or upon request from a local Forest Service office. USDA is an equal opportunity provider and employer.

When submitting bid package, please include the "Invitation to Bid" letter for ITB-4348 and include all Addenda that have been posted.