

# REQUEST FOR PROPOSAL



**RFP # 25-40**

## **Private Property Tree Maintenance**

City of Ann Arbor  
Office of Sustainability and Innovations

**Due Date: September 26, 2025 by 2:00 p.m. (local time)**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/8/2025

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

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

<b>PRODUCER</b> Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843		<b>CONTACT NAME:</b> Michele Merkel <b>PHONE (A/C, No, Ext):</b> 517-265-1223 <b>E-MAIL ADDRESS:</b> mmerkel@acrisure.com	
License#: BR-1796277 ELEMDES-01		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Lotus Gardenscapes Inc., Elemental Design LLC dba Lotus Gardenscapes 1885 Baker Rd. Dexter MI 48130		<b>INSURER A:</b> Home-Owners Insurance Company	<b>NAIC #</b> 26638
		<b>INSURER B:</b> Auto-Owners Insurance Company	18988
		<b>INSURER C:</b> **Travelers Insurance Co	7330
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 1991323260**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			14183301	2/15/2025	2/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5200618100	2/15/2025	2/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5200618101	2/15/2025	2/15/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6KUB-6R29667-1-25	2/26/2025	2/26/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

**CERTIFICATE HOLDER****CANCELLATION**

\*\*For Proof of Insurance Coverages Only

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

AUTHORIZED REPRESENTATIVE

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# GORDON L. SMITH III

13777 Townsend Road Milan, MI 48160 • [www.linkedin.com/in/gordonlanesmith/](http://www.linkedin.com/in/gordonlanesmith/)  
• (208) 409-3243 • [gordon.l.smith3@gmail.com](mailto:gordon.l.smith3@gmail.com)

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## EDUCATION

**Southern Methodist University, Cox School of Business**

*Master of Science in Finance*

GPA: 3.1

**Dallas, Texas**

**August 2022**

- Relevant coursework: Portfolio Management, Statistics, Corporate Accounting I/II, Derivatives, Financial Modelling, Valuation & Analysis, Strategic Management of Human Capital, Fixed Income Markets, Corporate Financial Policy, International Financial Markets, Quantitative Strategies, Energy Finance

**Troy University**

*Bachelor of Science in Political Science*

GPA: 3.25

**Troy, Alabama**

**Jul 2014**

## EXPERIENCE

**Greenstreet Tree Care**

*Production Manager*

**Dexter, Michigan**

**May 2025 – Present**

- Supervise two 3 personnel crews conducting full tree removals, tree pruning and crane operations
- Coordinate and discuss with customers their goals and outcomes for their tree projects
- Conduct and administer safety training in accordance with the ANZI 1.33 Standard and OSHA requirements

**NetZero Tree and Lawn Care**

*Field Operations Manager/Climber*

**Ann Arbor, Michigan**

**September 2023 – May 2025**

- Served as the lead climber conducting full removals, pruning using single and double rope techniques; conduct risk assessment of trees and an understanding of intermediate rigging techniques
- Able to identify local and invasive trees and have a great understanding of common diseases
- Led sales for the company in the 2024 season and secured commercial and residential clients in excess of \$230,000
- Conduct all tree care operations including, pruning, trimming, full removals, and planting; have conducted over \$230,000 worth of tree work in the current season

**Dexter Senior Center**

*Executive Director*

**Dexter, Michigan**

**Jan 2023 – July 2023**

- Transformed day-to-day operations to foster a culture of excellence; changes in culture led to a 145% increase in membership in the first six months
- Developed alternative funding strategies for raising capital; increased revenue by 18% in Q1, led the organization into the federal and state appropriations for a capital project costing \$10M; secured state appropriations of \$8.5M
- Tripled municipal contributions to the Senior Center; negotiated for townships to pay a quarter of the \$ 305,000 budget to achieve sustainable funding for the Senior Center
- Created and implemented a community engagement strategy utilizing a multi-channel communication plan to gain public support

## **U.S. Leadership**

### *Executive Coach*

Frisco, Texas

Feb 2022 – Dec 2022

- Support the advancement of the Business Excellence Consulting Program by integrating current accounting, finance, and human resources practices policies for construction companies; established the process of financial modeling for private companies
- Assisted in the sales and recruitment process for new prospects to increase market penetration, recruited three new clients, and established contacts with over 80 people and organizations within the first month
- Worked with client management to establish a safety program and enhanced organization communication, planning, and task execution for an emerging general contractor
- Introduced to Procore through clients actively using the program; provided alternative solutions for emerging companies that were unable to integrate Procore to decrease operational expenses

## **United States Army**

### *Operations Manager, 456th Medical Company*

Somersworth, New Hampshire

Oct 2016 - Jun 2019

- Supervised organization restructure of 77 to 110 personnel supporting homeland emergency response; maintained budget of \$4.8M with Excel spreadsheets and utilizing the Defense Customer Assistance Module
- Oversaw 110 personnel achieving 100% instructing requirements and managed equipment fielding worth \$3 million dollars with no losses
- Enhanced standard operating procedures to optimize operation outcomes and streamlined communication to Commanding General Staff, and advanced patient treatment from 600 to 1100 patients per iteration
- Partnered with the University of New England to contribute wet cadaver lab exercise for 80 personnel; the cost was deferred to facilitate the Public-Private Partnership Initiative from the Department of Defense

### *Organization Medical Advisor, HHC 321st Engineer Battalion*

Jan 2012 - Oct 2016

- Constructed and managed the budgeting for medical assets within the organization, and the budget forecasted monetary and logistics needs valued at \$300K
- Spearheaded five medical teams in remote locations with 34 personnel, and advanced employee retention from 40% to 90% within a year and a half through alternative incentive programs
- Led project design, monitoring, and evaluation for an innovative program for combat trauma, trained over 70 personnel and increased training budget from \$15K to \$ 500K within a year
- Disseminated three informational papers to executive-level leadership; which identified redundancies in training requirements, diversified skillsets beyond an asymmetric battlespace, and supported civil-military initiatives

### *Civil-Military Medical Liaison, D Co 490th Civil Affairs*

Jan 2009 - Dec 2012

- Provided direct medical care and expertise to Civil Affairs team in Southern Djibouti and prevented the loss of 4 coalition personnel through life-saving medical interventions using unconventional methods
- Created medical training program to support sharing of best practices with two Djiboutian battalions; training 35 personnel in Tactical Combat Casualty Care
- Partnered with 5 host nation medical providers and clinical managers opportunities to deliver advanced stabilization procedures in remote regions boosting the survival of trauma patients

### *Organizational Climate Advisor, 1835th Medical Detachment*

Mar 2006 - Dec 2009

- Conducted operational risk analysis for behavioral health risk to service members in Western Iraq; risk assessments weighed operational variables and organizational climate preventing the loss of 76 personnel
- Facilitated amendments to budgetary requirements securing 30% additional funding for quarterly budgets valued at \$700K from \$500K
- Expanded operational reach of the previous footprint by 300 miles and provided services to 2,000 personnel



## **LEADERSHIP TRAINING**

**Joint Base Sam Houston, Texas United States**

San Antonio, TX

*Leadership Trainee*

Jun 2007 - Jun 2017

- Completed 80 hours of clinical leadership and 120 hours of tactical decision and risk management training as a Combat Medic Non-Commissioned Officer
- Instructed servant leadership model, orchestrated discussions within small groups; conducted strategic planning, implementation and design would support full-spectrum combat operations

## **ADDITIONAL INFORMATION**

**Technical Skills:** ISA Arborist Certification (Test Date October 24, 2025) Microsoft Excel, Word, PowerPoint, SPSS, Capital IQ, FactSet, Bloomberg Terminal

**Awards & Decorations:** Steel Order of De Fleury, French Foreign Legion Desert Commando Badge, Meritorious Service Medal, Army Commendation Medal (x3), Army Achievement Medal (x4), Non-Commissioned Officer Professional Development Ribbon ("3" Device), Armed Forces Reserve Medal ("Bronze" Device), Operation Iraqi Freedom (2 campaign stars), Global War on Terror Expeditionary Medal, National Defense Medal,

**Interests:** Camping with Family







# Kane Kunz

TRAQ Certified Arborist



## CONTACT

 kunzkane@gmail.com

 (810)-333-2855

## SKILLS

Extensive knowledge of tree care principles, best practices, safety standards, regulations, disease recognition, and integrated pest management.

Sales & service oriented

Engaging communicator

Climbing arborist

Licensed applicator

## CERTIFICATIONS

Certified Arborist -

International Society of

Arboriculture #RM8035A

Tree Risk Assessment

Qualified (TRAQ)

Licensed Applicator:

Michigan Department of

Agriculture & Rural

Development #C003180385

Michigan Oak Wilt Specialist

#MI-088

First Aid & CPR

OSHA 40HR HAZWOPER

#2502251558922

## REFERENCES

Keith Byville - Owner/Operator

Byville Arborcraft, LLC

616-240-0831

Jack Herwehe - Owner/Operator

Cut Above Forestry/Ceres Design

70-418-9546

## WORK HISTORY

**TRAQ Arborist - TetraTech/US Army Corps of Engineering**

**- Pacific Palisades/Malibu, CA February 2025 - Present**

- Inspect trees signs of damage, disease, pests, and/or other issues that could affect their health and stability.
- Conduct tree risk assessments to evaluate the potential for a tree or branch to cause harm to people, property, or infrastructure.
- Identify trees or branches that pose a safety risk due to structural defects, disease, and/or proximity to vulnerable areas.
- Communicate observations and recommendations to clients, supervisors, and all necessary parties.
- Determine if specific trees will succumb to fire related injuries.
- Flag, inventory, and assist in hazardous tree removal operations.
- Consult with homeowners the likelihood of failure, the likelihood of target impact, and the consequences of a failure if occurred.

**Sales Arborist - GreenStreet Tree Care & LotusGardenscapes**

**- Ann Arbor, MI March 2021- Present**

- Perform site evaluations to assess tree health, identify potential hazards, and recommend appropriate tree care plans.
- Address client concerns, troubleshoot issues, and ensure client satisfaction with completed projects.
- Educate clients on tree care, the importance of maintaining healthy trees, and the benefits of professional services.
- Develop and maintain relationships with existing and new clients, seek out new business opportunities, and participate in industry events.
- Accurately estimate job costs and create detailed proposals for both residential and commercial clients.
- Assist in managing crews, ensuring work is completed to quality standards and on schedule.
- Provide detailed notes for effective customer relationship management. Implement creative ideas for tagging and tracking customer experiences, production "go-backs", and lead qualifying factors.

## EDUCATION

- Colorado Mountain College - Breckenridge, CO - Major studied: Business Administration (2015-2018)
- Lansing Community College - Lansing, MI - Major studied: Business Administration (2005-2008)



# MICHAEL CRAWFORD-LUCAS

7344266601 - michael@lotusgardenscapes.com - 613 Reagan Ln

## PROFILE

Dynamic operations manager with 5 years of management experience in the tree care industry, complemented by 5 years as a certified arborist. Proven leadership skills honed through military service in combat, where I excelled in high-pressure environments. Specialize in integrating systems and processes to enhance efficiency and drive team performance, fostering a culture of motivation and excellence.

## WORK EXPERIENCE

### Operations Manager (6/10/2025 - Current)

Lotus Gardenscapes/Greenstreet Tree Care - Dexter, MI

- Performance Management: Developed and implemented Key Performance Indicators (KPIs) and daily/weekly goals for field staff and production managers to enhance clarity, measurement, and accountability in operations.
- Process Optimization: Streamlined communication and workflows between sales and production teams to ensure seamless project execution and improve overall efficiency.
- Team Leadership: Lead, trained, and motivated a diverse team of field staff and managers, fostering a culture of accountability, safety, and continuous improvement.

### Education Committee Chair (9/1/2024 - Current)

International Society of Arboriculture (Mi chapter) - Lansing, MI

- Responsible for coordinating and organizing all educational events
- Worked with team to create useful meeting structure and speaker intake process
- Oversaw successful 2024 ArborCon event which included over 500 participants

### Recurring Services Division Manager (1/25/2023 - 6/10/2025)

Lotus Gardenscapes/Greenstreet Tree Care - Dexter, MI

- Responsible for production efficiency, sales success, budgeting, and business development of a new division.
- Oversaw the development of a new Plant Health Care department
- Lead an amazing team that experienced 27% growth during this period.
- Ensured that our tree team was involved in industry events and training.

### Infantry Squad Leader (2/9/2005 - 9/10/2010)

U.S. Army - various locations

- Carried out combat operations during Operation Iraqi Freedom
- Earned combat infantryman's badge, purple heart, Army good conduct medal among other awards.
- Helped prepare a team of infantryman to deploy to a combat zone.



# EDUCATION

**Eastern Michigan University (8/24/2023 - 12/05/2024)**

Ypsilanti, Mi

Bachelor of Business Administration (B.B.A)

**Washtenaw Community College (1/10/2021 - 5/23/2023)**

Ann Arbor, MI

Associates of Science in Business (A.S)

Business Certificate

**International Society of Arboriculture ()**

Certified Arborist

Tree Risk Assessment Qualified (TRAQ)

Tree Valuation Certificate



# Fernando Gonzalez Chavez Sr.

## CREW LEADER

## EDUCATION

High School Diploma

## OBJECTIVE

Experienced and safety-conscious Tree Care Specialist with 13+ years of hands-on expertise in pruning, removals, climbing, ground operations, and equipment handling. Adept in hazard assessment, team coordination, and delivering high-quality arboricultural services. Strong knowledge safe rigging techniques, equipment handling and industry-standard practices.

## REFERENCES

Available upon request

## FUNCTIONAL SKILLS

- Pruning & Tree Removal
- Chainsaw & Equipment Operation
- Rigging & Crane Assistance
- Ground Crew Operations
- Stump Grinding & Chipping
- Safety Compliance (OSHA / ANSI A300)
- Job Site Cleanup & Debris Removal
- Customer Service & Communication
- PHC application

## EXPERIENCE

### Crew Leader

*Green Street tree care - Dexter, Michigan*

*Jan 2003 - Present*

- Supervise a 3 personnel crew in conducting arbor care operations.
- Operated chainsaws, chippers, and stump grinders in compliance with safety regulations.
- Assisted in rigging systems and aerial lifts for large or hazardous trees. Conducted daily safety checks on tools and PPE.
- Communicated with clients on-site to clarify work scope and ensure satisfaction.

## **Fernando Gonzalez-Chavez**

823 Parkwood Ave. Ypsilanti MI, 48198

734-209-4348 | Gonzalez.fernando3095@gmail.com

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## **Objective**

Dedicated and driven forestry professional with over 5 years of hands-on management and field experience. Actively studying toward ISA Arborist certification and have competed in the Tree Michigan Climbing Competitions for the past 3 years. Seeking to grow within the arboriculture industry through safety, skill development, and leadership.

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## **Certifications & Education**

### **WCC Construction Program – Expected Graduation: June 2022**

- Construction Training
- AutoCAD Software
- Blueprint Reading
- OSHA Certified

### **Certifications:**

- ServSafe Certified
  - OSHA Certified
  - Stump Grinder Certified
  - Chauffer License
- 

## **Skills**



- Managed inventory, ordering, and ensured low food costs
- Oversaw day-to-day operations and ensured smooth shift transitions
- Budget control and P&L responsibility

### **Service Manager**

*Chipotle Mexican Grill – February 2013 to December 2016*

- Managed daily operations of front and back of house
- Created and managed staff schedules
- Maintained food safety, service quality, and cleanliness
- Controlled inventory and food cost
- Ensured all shifts operated efficiently

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### **Industry Involvement**

- **Tree Michigan Climbing Competitor** – 3 Years in a Row  
Demonstrated commitment to ongoing skill development and safety in the tree care industry.

# Christian Gonzalez Chavez

## TREE CARE EXPERT

### EDUCATION

High School Diploma

### OBJECTIVE

Experienced and safety-conscious Tree Care Specialist with 4+ years of hands-on expertise in pruning, removals, climbing, ground operations, and equipment handling. Adept in hazard assessment, team coordination, and delivering high-quality arboricultural services. Strong knowledge safe rigging techniques, equipment handling and industry-standard practices.

### REFERENCES

Available upon request

### FUNCTIONAL SKILLS

- Pruning & Tree Removal
- Chainsaw & Equipment Operation
- Rigging & Crane Assistance
- Ground Crew Operations
- Stump Grinding & Chipping
- Safety Compliance (OSHA / ANSI A300)
- Job Site Cleanup & Debris Removal
- Customer Service & Communication
- PHC application

### EXPERIENCE

#### Tree Care Technician

*Green Street tree care - Dexter, Michigan*

*Jan 2020 - Present*

- Performed climbing and aerial tree work, including removals and structural pruning.
- Operated chainsaws, chippers, and stump grinders in compliance with safety regulations.
- Assisted in rigging systems and aerial lifts for large or hazardous trees. Conducted daily safety checks on tools and PPE.
- Communicated with clients on-site to clarify work scope and ensure satisfaction.



# Martin Bolanos

1800 Baker Rd.  
Dexter MI 48130  
(734)352-1334  
Martin@lotusgardenscapes.com

## EXPERIENCE

### **Greenstreet Tree Care, 1885 Baker rd Dexter MI —Production Manager/ Crew Lead**

February 2025 - PRESENT

As a production manager I was in charge of creating the schedule for the. Do job visits and talk to clients before dispatching a group to the site, Look to sell new jobs or upselling an existing proposal Assist Production meetings and trainings. Make sure all groups have the necessary tools on a daily basis. Purchase materials and tools, any inventory needed. Help groups in field when needed.

### **Greenstreet Tree Care, 1885 Baker rd Dexter MI — Crew Lead**

December 2019 - February 2025

As a crew lead my responsibility was to lead and prepare the group for the day. Ensure all materials are available and in trucks. Submit timesheets for my team accordingly. Keep the job area and coworkers safe. Have communication with clients before, during and after the job is completed. Report any changes to my supervisor.

### **Greenstreet Tree Care, 1885 Baker rd Dexter MI — Groundsmen**

June 2012 - December 2019

As a groundsmen I was in charge of dragging brush, rake clean up, stump grinding. I was also a ropeman in charge of lowering branches in a safe way and tying the ropes correctly to avoid any injuries or damage.

## EDUCATION

### **Waubonsee Community College , Aurora Illinois—**

October 2007 - April 2008

Started taking English Classes

### **Ignacio Lopez Rayon CBT #1 , Mexico — High school**

September 2001 - July 2004

## SKILLS

English and Spanish

CPR Certified

Chainsaw Operation

Rigging & Roping

Tree & Plant Identification

Stump Grinding & Brush Chipping

Understanding of OSHA standards

Traffic control for roadside jobs

## AWARDS

Dale Carnegie Course

3227 Northmor Dr E.  
Adrian, MI 49221  
(517) 662-0888  
Allensage50@gmail.com

# Sage Allen

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## SKILLS

Working in a fast-paced environment daily. Multi-tasking, detail oriented, and attentiveness are all strong qualities. Also working hands on with the community with a deadline and guidelines in mind.

## EXPERIENCE

### **Red Lobster, Adrian, MI 49221- Server, Host, Trainer**

February 2016- December 2019

- Eye to detail to ensure each guest is satisfied with visit
- Working with multiple ages
- Cash handling daily
- Exceptional interpersonal skills
- Strong leadership and team-work skills
- Anticipating guests needs to ensure a flawless experience
- Experience working in a high volume, fast-paced work setting while maintaining friendly and professional mannerisms.
- Training new team members positional skills
- Working with different people and different skill levels

### **Clean Kings, Blissfield, MI 49228- Detailer**

January 2019-2020

- Eye to detail
- Ensure customer's needs are met and satisfied
- Polish, wax, vacuum, windows, mats and dry exterior
- Arrange cars for sales display
- Porter finish vehicles to local lot for further sale
- Working with the community hands on daily.

### **DTE (Wrights tree service), Ann arbor, MI 48103- Climber**

September 2021-2022



Adrian, MI 49221

(517) 662-9739

chowarth@redlobster.com

**Beth Adkins**

General Manager

Red Lobster

Adrian, MI 49221

(517)263-3811

badkins@redlobster.com

**James Young**

Co-worker

Red Lobster

Adrian, MI 49221

(517)673-4654



1885 Baker Road  
Dexter, MI 48130  
734-426-6600

Greenstreet Tree Care Proposal: RFP 25-40

A. Professional Qualifications

1. Name of the business: Greenstreet Tree Care LLC. (Division of Lotus Landscapes)
2. Name of Executives and Project Leadership:
  - a. Traven Pelletier: CEO and Lead Landscape Designer
  - b. Michael Crawford-Lucas : Operations Manager (ISA Certified Arborist, Tree Risk Assessment Qualified)
  - c. Peter Shaw : Business Development Strategist and Landscape Designer
  - d. Project Leadership:
  - e. Michael Crawford-Lucas : (ISA Certified Arborist) will be coordinating with the Project Manager for management of time and resources
  - f. Gordon L. Smith III (Greenstreet Project Manager): Will be onsite to assist Crew Leaders with project management/completion, client communication, scheduling and resource management
  - g. Martin Bolanos (Crew Leader): He will lead a 3-personnel crew to execute tree trimming/removal projects as identified by the Project Manager.
  - h. Fernando Flores Sr. (Crew Leader): He will lead a 3-personnel crew to execute tree trimming/removal projects as identified by the Project Manager.
  - i. Kane Kunz (Sales Arborist): Will coordinate with participants and assist with Town Halls

3. History of the Firm:

Greenstreet Tree Care was acquired by Lotus Landscapes 7 years ago. Prior to the acquisition of Greenstreet was an established tree care company with over 20 years of service to the Greater Ann Arbor community.

Following the acquisition of Greenstreet by Lotus Landscapes, the division has proven to be an invaluable value creator for Lotus. Serving in excess of 500 customers per year.

Greenstreet Tree Care continues to be a leader in the field of arboriculture through its participation with ISA Michigan. Michael Crawford Lucas has maintained his position as the Education Committee Chair for the Chapter and has brought the importance of education and training to



Greenstreet staff. At this time, Greenstreet has an initiative to certify its personnel as ISA Arborists to include the administrative staff, Plant Health Care Specialists and members of the Horticulture team from Lotus that work with trees.

The interoperability of Greenstreet and its team members is one of its key market differentiators. All personnel train in the ANSI 133 Safety Standards, ISA Best Practices for Pruning and Removals, and conduct scenario based training to simulate real world conditions.

#### B. Past Involvement with Similar Projects (6 references)

##### References:

- 1) Ann Carino (Ann Arbor Rental Homes): [rhaa.info@gmail.com](mailto:rhaa.info@gmail.com), (734) 417-9755
- 2) Riley Hamilton (Ryan Central Incorporated): [riley.hamilton@ryancentral.com](mailto:riley.hamilton@ryancentral.com), (608) 295-8446
- 3) A.J. and Kirk Evenson (Blue Zone Spaces): [aj@bluezonespaces.com](mailto:aj@bluezonespaces.com), (810) 241-8289
- 4) Mark Comfort (Colonial Square Cooperative): [colsq3012@gmail.com](mailto:colsq3012@gmail.com), (734) 971-5710
- 5) Rayann Figler (350 Corrie Road, Ann Arbor, MI 48105): [stillpoint.home@gmail.com](mailto:stillpoint.home@gmail.com), (206) 979-5011
- 6) Bob Zinser (Parkwood Condominiums Association): [bobzinser@gmail.com](mailto:bobzinser@gmail.com), (734) 330-1185

Greenstreet Tree Care, while not having secured a formal bid with municipal partners, provided crucial support during the 2023 Ann Arbor Ice Storm Response. Our team diligently dedicated three weeks to brush-clearing operations, serving the residents of Ann Arbor in the aftermath of the ice storms.

Greenstreet routinely performs tree trimming and removal services throughout the Greater Ann Arbor Area. Many commercial partners select Greenstreet for extensive projects, such as lot clearing. Notable examples include our support for Ryan Central's construction of the Amazon facility on Morgan Road, for which Ryan Central regularly engages Greenstreet for its tree care requirements. Ann Arbor Rental Homes also utilizes Greenstreet for routine tree pruning and removals. An illustrative project involved the removal of an American Elm, afflicted with Dutch Elm disease, from a densely populated backyard in Ann Arbor. This particular tree necessitated advanced stabilization techniques, including dynamic pruning, to ensure its safe removal. Blue Zone Spaces similarly relies on Greenstreet's expertise for its construction projects. One such project involved a crane removal of a tree situated in close proximity to a residence, which the Greenstreet team expertly executed without incurring any damage to the home or surrounding landscape.

Greenstreet is introducing Aerial Tree Inspections as a new service offering. This inspection method requires our climbers to assess the overall health and structural integrity of trees at

various heights. The ability to comprehend and identify diverse vectors, pathogens, and other environmental stressors is paramount to preserving the health of established trees within our community. Our aerial inspections are leading to the provision of tree inventories for select clients. In addition to our basic aerial inspection, we will introduce Magnetic Resonance Imagery in 2026. This non-invasive approach, similar to an MRI for humans, will enable the assessment of overall tree health to identify critical symptoms of conditions that can lead to tree failure. Greenstreet would be pleased to incorporate this as a component of this project in subsequent years.

A fundamental strength of Greenstreet lies in our staff's commitment to presenting multiple options to clients before recommending removals. Leveraging our industry-leading knowledge and practices, we advocate for removals only when no other viable alternative exists.

C. Proposed Project Timeline (2026-2028)

2026 Season

Recruitment (November 1-December 19 2025)

- See Attachment G for details

Site Visits (12/29/2025- 01/25/2026)

Prioritization and selection of Cohort 1 participants (1/26/2026-01/31/2026)

Work Begins (01/31/2026 - 03/31/2026)

2027 Season (Cohort 2)

Recruitment (8/1/2026-10/16/2026)

- See Attachment G for details

Site Visits (10/17/2026- 12/13/2026)

Prioritization and selection of Cohort 1 participants (12/14/2026-12/18/2026)

Work Begins (01/1/2027 - 03/31/2027)

2028 Season (Cohort 3)

Recruitment (8/1/2027-10/15/2027)

- See Attachment G for details

Site Visits (10/16/2026- 12/12/2026)

Prioritization and selection of Cohort 1 participants (12/13/2026-12/17/2026)

Work Begins (01/1/2027 - 03/31/2027)

D. Fee Proposal (Attached in Sealed Envelope)

E. Authorized Negotiator

- Gordon Smith
- Michael Crawford-Lucas

F. Attachments

G. Recruitment Strategy



## ATTACHMENT A LEGAL STATUS OF OFFEROR

(The Respondent shall fill out the provision and strike out the remaining ones.)


The Respondent is:

- A corporation organized and doing business under the laws of the state of Michigan, for whom Greenstreet Tree Care bearing the office title of Production Manager, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.\*

\*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the State of Michigan, whom Greenstreet Tree Care bearing the title of Production Manager whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of Michigan and filed with the County of Washtenaw, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

 Date: 9/25/25  
Signature

(Print) Name Gordon L. Smith III Title Production Manager

Firm: Greenstreet Tree Care

Address: 1885 Baker Road, Dexter, MI 48130

Contact Phone 734-426-6600 Fax \_\_\_\_\_

Email gordon@lotusgardenscapes.com

# ATTACHMENT B

## CITY OF ANN ARBOR DECLARATION OF COMPLIANCE

### Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

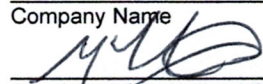
The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

**Greenstreet Tree Care**

Company Name



9/25/25

Signature of Authorized Representative

Date

**Gordon Smith/ Production Manager**

Print Name and Title

1885 Baker Road, Dexter, MI 48130

Address, City, State, Zip

734-426-6600/ gordon@lotusgardenscapes.com

Phone/Email address

**Questions about the Notice or the City Administrative Policy, Please contact:**

Procurement Office of the City of Ann Arbor

(734) 794-6500

Revised 3/31/15 Rev. 0

NDO-2



**ATTACHMENT C**  
**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 an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here ☐ No. of employees\_\_*

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$17.08/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$19.04/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

**Check the applicable box below which applies to your workforce**

- ☐ Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
- ☒ Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

**Greenstreet Tree Care**

Company Name

  
Signature of Authorized Representative

Date

9/25/25

**Gordon Smith/ Production Manager**

Print Name and Title

**1885 Baker Road**

Street Address

**Dexter, MI 48130**

City, State, Zip

**734-426-6600/ gordon@lotusgardenscapes.com**

Phone/Email address





## ATTACHMENT D

### VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

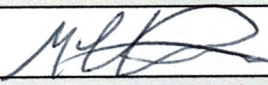
All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies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

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:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee
	<input type="checkbox"/> Interest in vendor's company
	<input type="checkbox"/> Other (please describe in box below)

\*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 this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Greenstreet Tree Care	734-426-6600	
<b>Vendor Name</b>	<b>Vendor Phone Number</b>	
	9/25/2025	Gordon L Smith III
<b>Signature of Vendor Authorized Representative</b>	<b>Date</b>	<b>Printed Name of Vendor Authorized Representative</b>

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, [procurement@a2gov.org](mailto:procurement@a2gov.org)



## ATTACHMENT E

### CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.  
You can review the entire ordinance at [www.a2gov.org/humanrights](http://www.a2gov.org/humanrights).

**Intent:** It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

**Discriminatory Employment Practices:** No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

**Discriminatory Effects:** No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

**Nondiscrimination by City Contractors:** All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure 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 any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

**Complaint Procedure:** If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at [www.a2gov.org/humanrights](http://www.a2gov.org/humanrights). Then submit it to the Human Rights Commission by e-mail ([hrc@a2gov.org](mailto:hrc@a2gov.org)), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at [hrc@a2gov.org](mailto:hrc@a2gov.org).

**Private Actions For Damages or Injunctive Relief:** To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND  
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.



## ATTACHMENT F

### CITY OF ANN ARBOR LIVING WAGE ORDINANCE

**RATE EFFECTIVE APRIL 30, 2025 - ENDING APRIL 29, 2026**

**\$17.08 per hour**

If the employer provides health care benefits\*

**\$19.04 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  
Colin Spencer at 734/794-6500 or [cspencer@a2gov.org](mailto:cspencer@a2gov.org)**



## Attachment G

### Recruitment Strategy

#### Narrowed Focus

While the program is focusing on key areas of Ann Arbor, in our experience, many of the mature trees we would like to preserve are not in the suggested area. We would like to include Seniors (ages 55+) that cannot afford tree care to also be included as participants of this program. Given the limited timeframe for Cohort 1, we do not believe that town halls will be the most effective method for engaging potential program participants. Our town halls will aim to promote the program to local residents within the areas identified by the Request for Proposal (RFP). These sessions will be no longer than 45 minutes and will require a centralized location to ensure ease of access.

#### Additional Support

Considering the designated areas within Ann Arbor for program focus, direct mailers will likely prove highly effective, despite their associated costs. We propose to supplement the program with mailers and door hangers in the areas targeted for participant recruitment. Our diverse team possesses the capability to communicate with participants in both English and Spanish. Furthermore, we will have the opportunity to engage with residents to discuss the project's objectives, thereby enhancing overall participation.

We also propose to engage with MLive and the Sun Times to augment program awareness, particularly for Cohort 1. These publications can underscore the significance of the A2Zero Initiative and our commitment to supporting the program. Additionally, by leveraging our social media presence and email contacts, we can reach over 11,000 individuals. We intend to capitalize on this extensive reach to increase overall program participation.

#### Narrowed Focus

While the program primarily targets specific areas of Ann Arbor, our experience indicates that many of the mature trees we wish to preserve are located outside the suggested zone. Therefore, we respectfully request the inclusion of seniors (ages 55 and above) who face financial barriers to tree care as eligible program participants.

## **APPENDIX A: SAMPLE GENERAL SERVICES AGREEMENT**

### **GENERAL SERVICES AGREEMENT BETWEEN [XYZ] AND THE CITY OF ANN ARBOR FOR PRIVATE PROPERTY TREE PRUNING, MAINTENANCE, AND HAZARD TREE REMOVAL**

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and [NAME OF COMPANY], a(n) [STATE] Corporation, [ADDRESS] ("Contractor"). City and Contractor agree as follows:

#### **1. DEFINITIONS**

**Administering Service Area/Unit** means Office of Sustainability and Innovations.

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

**Deliverables** means all documents, plans, specifications, reports, recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

**Effective Date** means the date this Agreement is signed by the last party to sign it.

**Services** means PRIVATE PROPERTY TREE PRUNING, MAINTENANCE, AND HAZARD TREE REMOVAL as further described in Exhibit A.

#### **2. DURATION**

The obligations of this Agreement shall apply beginning on the Effective Date and this Agreement shall remain in effect through April 30, 2028 unless terminated as provided for in this Agreement.

#### **3. SERVICES**

A. Contractor shall perform all Services in compliance with this Agreement. The City retains the right to make changes to the quantities of Services within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the Services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

C. Contractor shall perform Services in compliance with all applicable statutory, regulatory, and contractual requirements now or hereafter in effect. Contractor shall also comply with and be subject to City policies applicable to independent contractors.

D. Contractor may rely upon the accuracy of reports and surveys provided by the City, except when a defect should have been apparent to a reasonably competent professional or when Contractor has actual notice of a defect.

#### **4. INDEPENDENT CONTRACTOR**

A. The parties agree that at all times and for all purposes under the terms of this Agreement each party's relationship to any other party shall be that of an independent contractor. Each party is solely responsible for the acts of its own employees, agents,



and servants. No liability, right, or benefit arising out of any employer-employee relationship, either express or implied, shall arise or accrue to any party as a result of this Agreement.

- B. 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.

**5. COMPENSATION OF CONTRACTOR**

- A. The total amount of compensation paid to Contractor under this Agreement shall not exceed \$300,000.00, which shall be paid upon invoice by Contractor to the City for services rendered according to the schedule in Exhibit A. Compensation of Contractor includes all reimbursable expenses unless a schedule of reimbursable expenses is included in an attached Exhibit A. Expenses outside those identified in the attached schedule must be approved in advance by the Contract Administrator.
- B. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator, unless a different payment schedule is specified in Exhibit A.
- C. Contractor shall be compensated for additional work or Services beyond those specified in this Agreement only when the scope of and compensation for the additional work or Services have received prior written approval of the Contract Administrator.
- D. Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

**6. INSURANCE/INDEMNIFICATION**

- A. Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those required by this Agreement, as will protect itself and the City from all claims for bodily injury, death, or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by Contractor, Contractor's subcontractor, or anyone employed by Contractor or Contractor's subcontractor directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide documentation to the City demonstrating Contractor has obtained the policies and endorsements required by this Agreement. Contractor shall provide such documentation in a form and manner satisfactory to the City. Currently, the City requires insurance to be submitted through its contractor, myCOI. Contractor shall add [registration@mycoitracking.com](mailto:registration@mycoitracking.com) to its safe

sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractors.

- B. All insurance providers of Contractor shall be 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-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney's fees, resulting or alleged to result, from an act or omission by Contractor or Contractor's employees or agents occurring in the performance or breach of this Agreement, except to the extent that any suit, claim, judgment, or expense are finally judicially determined to have resulted from the City's negligence, willful misconduct, or failure to comply with a material obligation of this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.
- D. Contractor is required to have the following minimum insurance coverage:

- 1. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy.

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per project General Aggregate
\$1,000,000	Personal and Advertising Injury

- 2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes; also, Employers Liability Coverage for:

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

- 3. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. 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 in 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.
- E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance (if required by this Agreement) 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. Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- F. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 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(s); name of insurance company; name(s), email address(es), and address(es) 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 may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

**7. WAGE AND NONDISCRIMINATION REQUIREMENTS**

- A. Nondiscrimination. Contractor shall comply, and require its subcontractors to comply, with the nondiscrimination provisions of MCL 37.2209. Contractor shall comply with the provisions of Section 9:158 of Chapter 112 of Ann Arbor City Code and assure that Contractor's applicants for employment and employees are treated in a manner which provides equal employment opportunity.
- B. Living Wage. If Contractor is a "covered employer" as defined in Chapter 23 of Ann Arbor City Code, Contractor must comply with the living wage provisions of Chapter 23 of Ann Arbor City Code, which requires Contractor 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, as adjusted in accordance with Section 1:815(3); 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.

- C. Prevailing Wage. Contractor shall comply with Chapter 14 of Title I of Ann Arbor City Code, 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 this Agreement and the Ann Arbor City Code are silent as to definitions of terms required in determining 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.
- D. Contractor agrees that all subcontracts entered into by Contractor shall contain wage provisions similar to section 7.B and 7.C of this Agreement covering subcontractor's employees who perform work under this Agreement.

**8. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR**

- A. Contractor warrants that the quality of Services shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. Contractor warrants that it has all the skills, experience, and professional and other licenses necessary to perform the Services.
- C. Contractor warrants that it has available, or will engage at its own expense, sufficient trained employees to provide the Services.
- D. Contractor warrants that it has no personal or financial interest in this Agreement other than the fee it is to receive under this Agreement. Contractor certifies that it will not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services. Contractor certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. 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. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.



- F. Contractor warrants that its bid or proposal for services under this Agreement was made in good faith, that it arrived at the costs of its proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs with any competitor for these services; and no attempt has been made or will be made by Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that they have express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.
- H. The obligations, representations, and warranties of this section 8 shall survive the expiration or termination of this Agreement.

**9. OBLIGATIONS OF THE CITY**

- A. The City shall give Contractor access to City properties and project areas as required to perform the Services.
- B. The City shall notify Contractor of any defect in the Services of which the Contract Administrator has actual notice.

**10. ASSIGNMENT**

- A. Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from 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 required of Contractor under the Agreement unless specifically released from the requirement in writing by the City.
- B. Contractor shall retain the right to pledge payments due and payable under this Agreement to third parties.

**11. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of 15 days following receipt of notice from the non-breaching party with respect to the breach, the non-breaching party may pursue any remedies available against the breaching party under applicable law, including the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.

- B. The City may terminate this Agreement, on at least 30 days' advance notice, for any reason, including convenience, without incurring any penalty, expense, or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds through the City budget process. If funds 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 Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within 30 days after the Contract Administrator has received notice of such non-appropriation.
- D. The expiration or termination of this Agreement shall not release either party from any obligation or liability to the other party that has accrued at the time of expiration or termination, including a payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

## **12. REMEDIES**

- A. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of that right with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either party shall subsequently affect the waiving party's right to require strict performance of this Agreement.

## **13. 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 below 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 Contractor:

[COMPANY NAME]

ATTN: [NAME]

[ADDRESS]

If Notice is sent to the City:

City of Ann Arbor

ATTN: Sean Reynolds

301 E. Huron St., 5th Floor

Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor

ATTN: Office of the City Attorney

301 E. Huron St., 3rd Floor

Ann Arbor, Michigan 48104

#### **14. CHOICE OF LAW AND FORUM**

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

#### **15. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all Deliverables prepared by or obtained by Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities, and other data shall remain in the possession of Contractor as instruments of service unless specifically incorporated in a Deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Services. Prior to completion of the Services the City shall have a recognized proprietary interest in the work product of Contractor.

#### **16. CONFLICTS OF INTEREST OR REPRESENTATION**

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City and to obtain the City's consent therefor. The City's prospective consent to Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, Contractor has obtained sensitive, proprietary, or otherwise confidential information of a non-public nature that, if known to another client of Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

#### **17. 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 is 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 and circumstances.

#### **18. EXTENT OF AGREEMENT**

This Agreement, together with all Exhibits constitutes the entire understanding between the City and Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements, or understandings, whether written or oral. Neither party has relied on any prior representations in entering into this Agreement. No terms or conditions of either party's invoice, purchase order, or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such terms or conditions. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended, or modified by written amendment signed by Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

#### **19. ELECTRONIC TRANSACTION**

The parties agree that signatures on this Agreement may be delivered electronically or by facsimile in lieu of a physical signature and agree to treat electronic or facsimile signatures as binding.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**



## **EXHIBIT A - DETAILED SPECIFICATIONS**

### **SECTION 1: TREE PRUNING PRACTICES**

All pruning must be performed in accordance with the latest revision of the ANSI A300 and Z133.1 standards, and the International Society of Arboriculture's Tree Pruning Best Management Practices. Contractor(s) should expect that it might be necessary to climb trees to perform the tree trimming for this specification. Tree climbing with spikes or any equipment that can damage the tree is prohibited.

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.

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.

### **SECTION 2: TREE PRUNING SPECIFICATIONS**

The purpose of pruning is to prune to manage tree health, develop/improve structure, mitigate risk, provide clearance and improve aesthetics.

All pruning shall be performed in accordance with the latest revision of the ANSI A300 and Z133.1 standards, and the International Society of Arboriculture's Tree Pruning Best Management Practices.

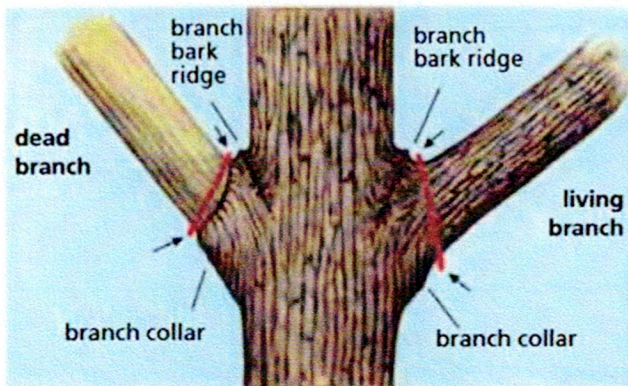
Unacceptable trimming practices include peeling or tearing of the bark, topping or pollarding, lion's tailing, rounding-over or shearing. Extreme care shall be taken so as to prevent limbs and branches from falling and creating damage to adjacent homes, driveways, sidewalks, streets and other property, both public and private.

The following specifications shall be followed:

- A. A natural pruning system shall be utilized. 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.
  - i. Pruning activities should remove no more living material than is necessary to achieve the tree pruning objectives outlined in these specifications.
- B. Trees shall be pruned to remove all dead, diseased, broken, and crossing branches that are two (2) inches in diameter or larger.
- C. In raising lower branches for clearance, care should be given to symmetrical appearance and cuts shall not be made so large that it will prevent normal sap flow. Trim to allow for several years growth before smaller secondary and tertiary limbs will be below the required clearance height. Raise lower scaffold branches:
  - i. For a minimum of ten (10) feet of clearance to the ground under the dripline from the curb to residence.
  - ii. Raise lower scaffold branches for a minimum of fifteen (15) feet of clearance to the ground under the dripline over the street.

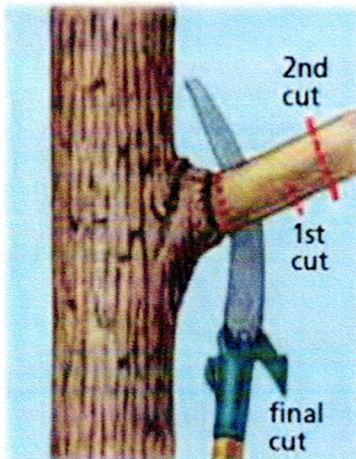
NOTE: Make sure to leave the crown as balanced as possible.
- D. Trees shall be pruned to provide clear, unobstructed views of street signs, traffic signs, and traffic signals.
- E. When private tree limbs are in conflict with street trees or are overhanging structures, trees shall be pruned to provide clearance.
- F. Remove old stubs leaving the branch collar intact.

- G. "Natural" or "Drop-crotch" technique shall be used when removing or shortening branches.
- H. No hanger shall be left in the tree after trimming is complete.
- I. For young and medium trees (1 – 15 diameter inches) prune to develop/improve structure.
  - i. Develop dominate leader(s) and scaffold branches appropriate for the species and the site while maintaining the tree's natural shape.
  - ii. Subordinate or remove competing leader, branches or shoots (subordination is preferred over removal) while maintaining the trees natural shape.
  - iii. Subordinate or remove branches that have poor branch angles, including branches with included bark.
  - iv. Remove suckers and stump sprouts.
  - v. No more than one-third (1/3) of the living branches shall be removed.
- J. To allow for proper wound closure to occur, all cuts shall be made sufficiently close to the trunk or parent limb without cutting into the branch bark ridge or branch collar (Figure A) or leaving a protruding stub. Clean cuts shall be made at all times.
- K. Branches shall be pre-cut when necessary to prevent splitting or peeling of the bark (see Figure B).
- L. All necessary precautions should be taken to prevent unnecessary damage to the remaining tree.
- M. To avoid unnecessarily large cuts, do not remove limbs that are greater than one-third (1/3) the diameter of the trunk unless directed by the City.
- N. Oak, Elm, and Crabapple trees are only to be pruned between November 1 and March 15, or as directed by the City, to prevent the spread of diseases. If, with City permission, an Oak/Elm must be pruned between April and October, wound/latex paint must be applied to the pruning cut to avoid the spread of diseases.
- O. For diseased trees, tools shall be sterilized between pruning cuts, to avoid spreading disease to unaffected branches.



**Figure A: Branch bark ridge & branch bark collar diagram. Source: "How to Prune Trees," USDA Forest Service**





**Figure B: Tri-cut method. Source: "How to Prune Trees," USDA Forest Service**

### **SECTION 3: TREE REMOVAL SPECIFICATIONS**

Note: Bidders shall be required to self-perform the required tree removals under this scope of work. Contractors may self-perform or subcontract stump removals.

#### **Tree Removal Procedures:**

- A. All trees to be removed shall be painted with a green dot by City Staff. Trees without a dot shall not be removed.
- B. Trees must be removed using acceptable industry practices for removal, including provisions outlined in ANSI A300 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.
- C. 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.
- D. Once tree removal has begun, the Contractor will have three (3) business days to remove the entire tree, unless arrangement for an extension of this timeline have been made with the City.
- E. No wood or debris may be left overnight on the extension, or on park property unless arrangements have been made with the City contact prior to each incident.
- F. Ensure that the bid prices for tree removal, stump removal, and pruning reflects the Bidders responsibility to pay for the cost of wood waste disposal. The Bidder can use the City of Ann Arbor's Material Recovery Facility (MRF), located at 4150 Platt Road, to dispose of wood waste, if they so choose. Contact the MRF Scale House at 734-971- 8600 for the current per ton cost or arrange 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.

### **SECTION 4: STUMP REMOVAL SPECIFICATIONS**

#### **Stump Removal Procedures:**

- A. When the contractor has been tasked with the removal of a tree, the stump must be ground within four (4 weeks) of the removal. Contractors may self-perform or subcontract stump removal.

- B. 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 gas line service drops to buildings, and will hand dig as necessary so that stumps can be fully ground. Should the Contractor opt not to grind to a depth of six (6) inches, the Contractor must contact the City to make adjustments to the scope of work and price of the stump.

- C. Stump locations that will not be replanted shall be fully grind out stumps to a depth of twelve (12) inches, leaving no wood and no woody surface roots.
- D. Stump locations that will be replanted shall be fully ground down to a depth of twenty-four (24) inches, leaving no wood and no woody surface roots.
- E. 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.

#### **SECTION 5: EMERGENCY/MISCELLANEOUS BY THE HOUR REMOVAL AND PRUNING**

- A. Contractor will be contacted as emergencies occur. If the contractor cannot or will not complete emergency tree work in a timely manner, the City of Ann Arbor is free to contact another entity to complete the emergency tree work.
- B. Contractor shall perform all emergency tree work according to the specifications within the RFP documents.

#### **SECTION 6: HAZARDOUS TREES**

Any dead/dying or hazardous trees, including trees that have structural weaknesses, decayed trunk/branches, and/or split crotches/branches should be reported to the City immediately. The City will evaluate trees and will notify Contractor if the tree should be pruned.

#### **SECTION 7: PUBLIC INTERACTION**

The contractor will interact with the public in a professional and courteous manner. If Contractor or employee cannot satisfy a citizen, they are to refer the citizen to the City of Ann Arbor. City staff contact information will be provided to the Contractor.

#### **SECTION 8: NO PARKING**

It is the responsibility of the Contractor(s) to post temporary "No Parking" signs according to City regulations and permit requirements. Contractor(s) 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 parking signs is available online at <https://www.a2gov.org/departments/engineering/Pages/Right-Of-Way-and-Lane-Closure-Permits.aspx>.

#### **SECTION 9: NOISE AND TRAFFIC CONTROL**

The Contractor is expected to follow City of Ann Arbor ordinances and laws including noise and traffic control. City of Ann Arbor Ordinances can be found by visiting: [https://library.municode.com/mi/ann\\_arbor/codes/code\\_of\\_ordinances](https://library.municode.com/mi/ann_arbor/codes/code_of_ordinances).

#### **SECTION 10: PROPERTY DAMAGE**

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 tree care operations are to be repaired, including reseeding with turf grass.

#### **SECTION 11: PROPERTY ACCESS**

Access to residential and commercial driveways must be provided at all times.

#### **SECTION 12: WOOD DISPOSAL**

- A. The Contractor will be responsible to pay for the disposal of all wood waste generated from tree maintenance activities. The property owner shall have the first right to all wood accumulated. Any reasonable request to place wood at a convenient location shall be honored.

- B. The City encourages the Contractor to consider wood utilization options for some larger branches and trunks generated during tree maintenance activities (e.g. woodworker/artisan use; local sawmills, etc.). Wood utilization options may be discussed with the City.
- C. The Contractor can use the City of Ann Arbor's Material Recovery Facility (MRF), 4150 Platt Road, 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.
- D. No wood or debris may be left overnight on the extension, unless arrangements have been made with the City prior to each incidence.

### **SECTION 13: EQUIPMENT STORAGE**

Equipment may be parked at designated City of Ann Arbor property during the contract period. There may not be facilities at the property, but it will be fenced with gate-card access. Location, hours the property will be open and accessible, and possible issuance of a gate card will be provided to the winning Applicant(s).

### **SECTION 14: ELECTRICAL HAZARDS**

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

- A. If the minimal approach distance cannot be maintained during pruning or 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 prior to night fall each day.
- B. Only qualified line-clearance arborist or trainees shall be assigned to work where an electrical hazard exists.
- C. 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.



**FEDERAL ADDENDUM**  
**AMERICAN FORESTS / U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE**  
**FOSTERING COMMUNITY-LED ACTION TO ADVANCE TREE EQUITY PROJECT**  
**INFLATION REDUCTION ACT URBAN & COMMUNITY FORESTRY INITIATIVE**

**Notice:** The contract or purchase order to which this addendum is attached is made using federal funding provided to the City of Ann Arbor ("the City") through American Forests under the United States Department of Agriculture, Forest Service's Fostering Community-Led Action to Advance Tree Equity project, which is part of the Inflation Reduction Act Urban & Community Forest Initiative. In using such funds, the City and its contractors must comply with the terms and conditions of the Subaward Grant Agreement between American Forests and the City, including 2 CFR Part 200, as well as the applicable federal provisions below.

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Ann Arbor, according to the terms of the Subaward Grant Agreement.

1. **Termination for Cause and for Convenience.** The City reserves the right to immediately terminate this Contract in the event of a breach or default of the Contract by the Contractor in the event Contractor fails to: 1) meet schedules, deadlines, and/or delivery dates within the time specified in the Contract; 2) make any payments owed; or 3) otherwise perform in accordance with the Contract. The City also reserves the right to terminate this Contract immediately, with written notice to Contractor, for convenience, if the City believes, in its sole discretion that it is in the best interest of the City to do so. Contractor will be compensated for work performed and accepted and goods accepted by the City as of the termination date if the Contract is terminated for convenience of the City.
2. **Equal Employment Opportunity.** During performance of this Contract, the Contractor agrees as follows:
  - (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.



- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

3. **Davis-Bacon Act (Prevailing Wage).** During performance of this Contract the Contractor agrees as follows:

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

4. **Copeland "Anti-Kickback" Act.** During performance of this Contract the Contractor agrees as follows:

- (1) Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.



- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

5. **Contract Work Hours and Safety Standards Act.** During performance of this Contract the Contractor agrees as follows:

- (1) **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier

subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

6. **Clean Air Act and the Federal Water Pollution Control Act.** During performance of this Contract the Contractor agrees as follows:

**Clean Air Act**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

**Federal Water Pollution Control Act**

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. **Debarment and Suspension.** A "contract award" (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR



180 that implement Executive Orders 12549 (51 FR 6370; February 21, 1986) and 12689 (54 FR 34131; August 18, 1989), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - (3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
8. **Byrd Anti-Lobbying Amendment.** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
9. **Domestic Preference for Procurements.** To the greatest extent practicable, Subrecipient shall purchase, acquire or use goods, products, or materials

produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) under the Agreement. In accordance with 2 CFR 200.322, the requirements of this section must be included in all contracts and purchase orders for work or products under this Agreement.



## Exhibit 1 - Byrd Anti-Lobbying Certification

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

### APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

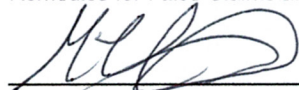
#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Greenstreet Tree Care, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Gordon Smith/ Production Manager

Name and Title of Contractor's Authorized Official

9/25/2025

Date