Contract Authorization

- Independent Arborist

Chevy Chase Village

Memo

To: Geoffrey Biddle, Village Manager

From: Michael Younes, Manager of Contracts and Capital Projects

CC: Board of Managers

Date: 9/3/2008

Re: Supplemental Consulting Arborist Recommendation

I have reviewed the two (2) bids received to provide supplemental consulting arborist services to the Village. I recommend contract award to Green Legacy Tree Consultants, Inc. (the Consultant).

The Consultant has submitted all the required materials for a complete bid. The Consultant has demonstrated their vast knowledge, competence, and has been extremely receptive in all previous conversations and interviews. The Consultant comes highly recommended by the Village Manager of the Village of Martin's Additions where the Consultant currently is under contract to provide similar services. The Consultant also has active contracts with the Town of Somerset and several condominium associations in the area. The Consultant's pricing is in line with projections.

Below please find a summary of the pricing offered by all bidders.

	Green Legacy Tree Consultants, Inc.	**Feather & Associates**
Rate for Consulting Arborist	$100 per hour	$90 per hour
Rate for Tree Inventory Assessment	$90 per hour	$90 per hour
Rented Specialized Equipment Markup	10%	15%

Attachment C

Schedule of Rates
Chevy Chase Village Supplemental Consulting Arborist Services

Bids must be received no later than **2:00 p.m. on Friday, August 29, 2008** at the Chevy Chase Village Hall, 5906 Connecticut Avenue, Chevy Chase, MD 20815.

Rate for Consulting Arborist: $100 per hour
(as defined in § 1(A) of the General Specifications)

* Note: Billable hours shall not include travel time, allowances for training, preparation, maintenance, lunch, rest, equipment breakdowns and the like.

Rate for Tree Inventory Assessment $90 per hour
(as such term is used in § 2(D) of the General Specifications)

Rented Specialized Equipment: 10%
(as such term is used in § 6(B)(3) of the General Specifications)
Indicate Percentage of Markup Over Actual Cost

Barbara Neal
Printed Name

President
Title

Signature

Green Legacy Tree Consultants, Inc.
Company

301 320-0053
Phone

P.O. Box 558
Address

301 320-0053
Fax

Glen Echo, MD 20812
City, State, Zip Code

Evaluation Criteria

Evaluations will be based upon cost, experience, references and other qualitative factors that include but are not limited to communications capabilities and the routine availability of the Consulting Arborist.

Attachment C

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Bids must be received no later than **2:00 p.m. on Friday, August 29, 2008** at the Chevy Chase Village Hall, 5906 Connecticut Avenue, Chevy Chase, MD 20815.

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(as defined in § 1(A) of the General Specifications)

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Rate for Tree Inventory Assessment $90.00 per hour
(as such term is used in § 2(D) of the General Specifications)

Rented Specialized Equipment: 15%
(as such term is used in § 6(B)(3) of the General Specifications)
Indicate Percentage of Markup Over Actual Cost

Tolbert V. Feather	Owner
Printed Name	Title
	Feather and Associates
Signature	Company
240 271 6749	7826 Spout Spring Rd.
Phone	Address
301 695 7983	Frederick, MD 21702
Fax	City, State, Zip Code

Evaluation Criteria

Evaluations will be based upon cost, experience, references and other qualitative factors that include but are not limited to communications capabilities and the routine availability of the Consulting Arborist.

Invitation for Bids:
Chevy Chase Village Supplemental Consulting Arborist Services

Enclosed is an invitation to submit a Bid to provide Supplemental Consulting Arborist Services within Chevy Chase Village in support of the Chevy Chase Village Tree Maintenance Program, specifically to provide tree inspection, assessment and data collection services. Chevy Chase Village (the "Village") is an incorporated municipality within Montgomery County, Maryland. The Village covers a geographic area of approximately 0.4 square miles, with corporate limits as set forth in Section 77-2 of the Chevy Chase Village Charter and as reflected in the map attached hereto as Attachment A.

The Village maintains an inventory of over two thousand, four hundred (2,400) public-property trees located along roadways and within park areas. The Village has a long history of preservation and maintenance of these valuable public resources through proper maintenance, inventory management and reforestation.

All bids shall be received at Chevy Chase Village Hall, 5906 Connecticut Avenue, Chevy Chase, Maryland 20815 no later than **2:00 p.m. on Friday, August 29, 2008**, and shall comply with the General Specifications set forth below and with the Instructions to Bidders document attached hereto as Attachment B.

Any questions regarding this Invitation for Bids shall be made in writing to the attention of Michael Younes, Manager of Contracts and Capital Projects, Chevy Chase Village Hall. Mr. Younes may be contacted via e-mail at michael.younes@montgomerycountymd.gov. Questions may be submitted no later than August 27, 2008 at 5:00 p.m.

General Specifications

1. **DEFINITIONS**

   A. CONSULTING ARBORIST: an employee of the CONTRACTOR available upon request to review matters relating to VILLAGE trees and advise the MANAGER. The CONSULTING ARBORIST must be licensed and have experience and qualifications acceptable to the MANAGER. He/she must have access to all appropriate diagnostic equipment, a means of transportation to and from Chevy Chase Village, and appropriate communications equipment for him/her to be contacted by the MANAGER.

   B. CONTRACTOR: the corporation, partnership, or individual, which enters into this contract with the VILLAGE.

   C. MANAGER: the individual employed by the VILLAGE responsible for management and operations of the VILLAGE government.

D. ROUTINE SERVICES: all work of a non-emergency nature ordered by the MANAGER which includes the use of the CONSULTING ARBORIST and all other similar work.

E. SCHEDULE OF RATES: the billing rates set forth in Attachment B attached hereto.

F. VILLAGE: Chevy Chase Village, Chevy Chase, Maryland. An incorporated municipality located in Montgomery County, Maryland.

2. GENERAL CONTRACT TERMS AND TECHNICAL SPECIFICATIONS

A. The VILLAGE is interested in entering a contract to provide for supplemental consulting arborist services relating to trees standing or located in the public rights-of-way and park areas within the Village estimated at a total of 150 hours per fiscal year. The CONTRACTOR is required to furnish the necessary supervision, crew(s), equipment, materials and supplies required for the efficient and safe execution of the duties as defined below and ordered pursuant to this contract. The CONTRACTOR shall not assign any minors or illegal aliens for the performance of work under this contract.

B. Bids shall designate an employee as the CONSULTING ARBORIST by whom all services to be provided by the contractor shall be performed or performed under his/her supervision.

C. Once a contract is awarded, work under this contract shall be performed only after receiving a written or verbal order from the MANAGER. While substantial work is expected to be required each year to survey and maintain the trees in Chevy Chase Village, the VILLAGE is not obligated by this contract to order work of any particular amount or type.

D. Additional duties of the CONSULTING ARBORIST will include, but are not limited to, the assessment of all trees in the public rights-of-way and park areas within Chevy Chase Village. Assessment information shall include, but not be limited to, obtaining the diameter, assessments of structural integrity and health, species, tree tag number, and location of all trees located in the above location. Work under this section of the contract is estimated to be a total of 300 hours over the next two (2) fiscal years.

E. The MANAGER reserves the right to engage contractors outside this contract at any time it is found to be in the best interest of the VILLAGE.

F. Trained and experienced personnel shall perform all work in a neat and workmanlike manner in strict accordance with standards promulgated by the Tree Care Industry Association (TCIA) and the American National Standards Institute's A-300 and Z-133 Standards. Because public and employee safety is paramount to this contract, the contractor must submit an acceptable safety and training program which provides documented proof that all workers have completed training in job skill competency, hazard communications, first aid and CPR, bloodborne pathogen awareness, lockout/tagout, and work zone safety, and that the safety program is enforced by the contractor.

G. When, in the course of work, structural weakness or decay in a tree, or any other condition, which makes the assigned work potentially dangerous or purposeless, is discovered, the CONTRACTOR shall immediately notify the MANAGER. The MANAGER may then change the work instructions. Payment shall not be made for services, which, in the MANAGER's judgment, were performed after discovery of conditions clearly warranting a change in the work ordered, and notification was not given.

3. ROUTINE SERVICES

A. The CONTRACTOR shall, when requested by the MANAGER, provide its best estimate of the labor, equipment and material costs necessary to complete a specific job.

B. Following the receipt of a work order, the CONTRACTOR must promptly schedule the work with the approval of the MANAGER. ROUTINE SERVICES may be scheduled Monday through Friday between 8:00 AM and 5:00 PM. Normal crew operations may be scheduled for Saturdays, Sundays or holidays only with the prior approval of the MANAGER.

4. CONSULTING ARBORIST SERVICES

A. The MANAGER may order consulting work to be done by the CONSULTING ARBORIST to obtain advice concerning actions, which may be needed to protect and improve the public trees in Chevy Chase Village.

B. The work of the CONSULTING ARBORIST in reviewing jobs for purposes of estimating the costs, reviewing work needed, or preparing reports or recording data on the health, diameter and location of tree in the public rights-of-way and within park areas, and any other specific work carried out with the approval of the MANAGER shall be billed at regular rates.

5. **SERVICES TO VILLAGE RESIDENTS**

A. Chevy Chase Village residents' rights to quiet enjoyment of their homes are a priority under this contract.

B. In no case is any special accommodation to be made for compensation from a resident or other party to the CONTRACTOR or the CONTRACTOR'S workers. Any requests of this type are to be reported directly and promptly to the MANAGER.

6. **SCHEDULE OF RATES**

A. The SCHEDULE OF RATES (Attachment C) shall become a part of this contract and the rates therein shall become the billable rates to the VILLAGE for ordered work properly performed under this contract.

B. The SCHEDULE OF RATES shall apply to the following:

1. services provided by the CONSULTING ARBORIST;

2. any tree inventory assessment performed as described in Section 2(D) herein; and

3. rented specialized equipment, which may be used only when approved in advance by the MANAGER (such as hydrocranes), so as to expedite safe and efficient performance of the scheduled operations.

7. **BILLING**

A. In general, only the on-the-job performance time of the CONSULTING ARBORIST providing services to the VILLAGE is to be billed to the VILLAGE at the agreed upon rates in the SCHEDULE OF RATES. Billable hours shall not include travel time, allowances for training, preparation, maintenance, lunch, rest, equipment breakdowns and the like.

B. Only materials and supplies provided exclusively in connection with work on VILLAGE trees are to be included in billings to the VILLAGE. The CONTRACTOR shall attach copies of actual supplier invoices to its monthly invoices. The CONTRACTOR may add only the applicable markup percentage as shown in the SCHEDULE OF RATES when billing the VILLAGE.

8. METHODS OF PAYMENT

A. The CONTRACTOR shall submit monthly invoices with supporting documentation outlining the work performed, the specific tree(s) upon which the work was performed and any materials used.

B. All such invoices shall be addressed to the MANAGER, who shall either notify the CONTRACTOR of any errors or process the statement for payment within thirty (30) days of receipt of the statement.

9. RECORD RETENTION AND AUDIT

A. The CONTRACTOR must maintain Time Sheets and corresponding Payroll Records for the entire period of this contract and for no less than three (3) years thereafter.

B. The MANAGER may, no less than ten (10) days following notice to the CONTRACTOR, examine such billing back-up reports, sheets and records at the CONTRACTOR's place of business or require that they be brought to the VILLAGE office during normal business hours.

10. PERFORMANCE ONLY BY CONTRACTOR

A. No assignment by the CONTRACTOR of this contract may be made to other contractors or subcontractors without prior written approval of the MANAGER.

B. The CONTRACTOR agrees that not less than ninety percent (90%) of the ordered services will be performed by its own employees using its own equipment, supplies and materials.

11. DURATION OF CONTRACT AND RENEWAL

A. The initial period to be covered by this contract will be from September 15, 2008 through and including June 30, 2010, with consideration given to annual cost of living increases, pursuant to paragraph fourteen (14) of the proposed contract document (Attachment D), which must be agreed upon in writing by both parties prior to billing in accordance with cost of living increases.

B. At the end of the initial contract period, this contract may be extended for up to two (2) additional one (1) year periods. The Chevy Chase Village Board of Managers and the CONTRACTOR must approve in

writing both the extended period of the contract and any changes or amendments in the SCHEDULE OF RATES or any other terms of the contract.

12. **INDEMNIFICATION**

The CONTRACTOR shall indemnify and save harmless the VILLAGE and all its officers, agents and servants from all suits, actions and damages and costs, of every name and description to which the VILLAGE (or any of its officers, agents or servants) may be subjected or put by reason of injury to persons or property as a result of the work of, or on the part of, the CONTRACTOR, his servants or agents, whether or not caused by negligence or carelessness or other cause.

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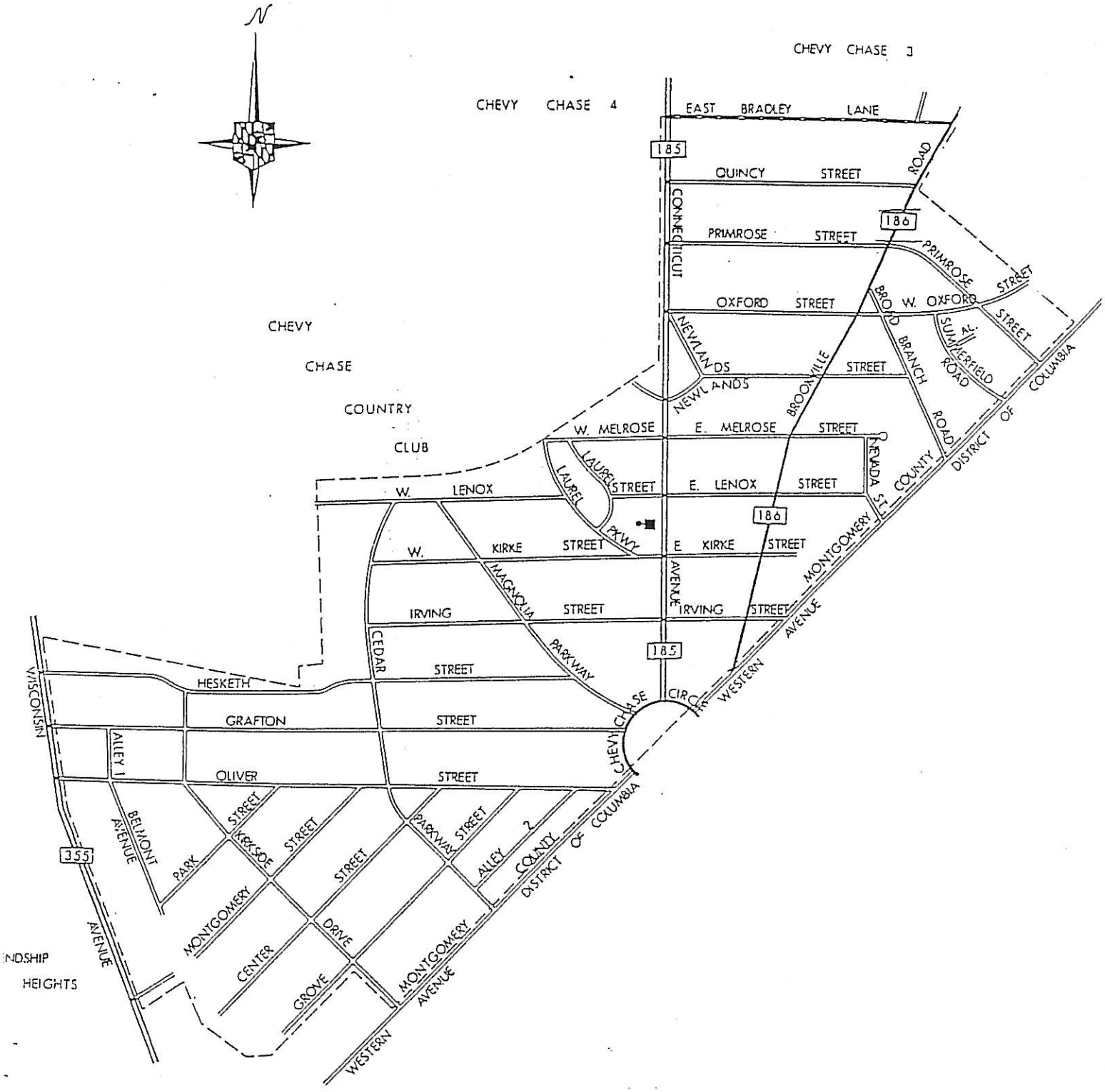
Attachment A



CHEVY CHASE VILLAGE

MONTGOMERY COUNTY

MARYLAND

PREPARED BY THE

STATE HIGHWAY ADMINISTRATION

IN COOPERATION WITH THE

.S. DEPARTMENT OF TRANSPORTATION

FEDERAL HIGHWAY ADMINISTRATION

LEGEND

- DIVIDED HIGHWAY
- NUMBERED HIGHWAY
- MUNICIPAL ROAD
- PROJECTED ROAD
- BRIDGE — SPAN 20' OR MORE
- INTERSTATE NUMBERED HIGHWAY (95)
- U.S. NUMBERED HIGHWAY (50)
- STATE NUMBERED HIGHWAY (121)
- POST OFFICE
- SCHOOL