

## 2018 RESIDENT SPONSORED TREE CARE PROGRAM

A resident interested in hiring a contractor, *at their own expense*, to do tree work on street trees in the right-of-way (i.e. tree pruning, stump removal, insect/disease/fertilization treatment and tree removal) can do so through the Resident Sponsored Tree Care Program. Follow the steps below to participate in the program:

- 1. Identify a Pre-Authorized Contractor(s) from the list below and contact them to receive a quote(s).
  - a. If a resident would like to use a tree care contractor not on the list below, a copy of the Contractor's current insurance certificate must be submitted to the City. The city will verify that the contractor has the required insurance to work in the city right-of-way. The City of Ann Arbor's insurance requirements are on pages 2 and 3.
- 2. Complete and submit an on-line Forestry Permit by visiting <a href="www.a2gov.org/forestry">www.a2gov.org/forestry</a> and clicking on "Street Tree Permits.
- 3. Wait for City review and approval of the Forestry Permit. If a Forestry Permit is denied, staff will provide the reason for denial.
- 4. When the Forestry Permit has been approved, the Contractor will be responsible for:
  - a. Contacting **MISS DIG** at 800-482-7171 to identify locations of underground infrastructure, such as water and power lines, if they are doing any work that could impact this infrastructure (ex: stump removal, tree planting)
  - b. Performing the tree care work.
- 5. Resident pays contractor for tree care work.
- 6. If a resident is interested in receiving a charitable donation letter from the City (up to \$1000) to use with their Federal Tax return, submit copies of the Forestry Permit and paid invoice to the Public Works Forestry office. Upon field inspection of the tree work, a donation letter will be provided to the resident.

The following businesses have been authorized by the City of Ann Arbor to work directly with property owners to sell and plant street trees and/or to do tree care work in the city's rights-of-way, pending the approval of a city Forestry Permit\*.

Arbor Valley Outdoor Services	1541 Newport Creek Dr, Ann Arbor	(734) 662.8245
Fraleigh's Landscape Nursery	8600 Jackson Rd., Dexter	(734) 426.5067
<b>GreenStreet Tree Care</b>	221 Felch St., Ann Arbor	(734) 996.9020
Guardian Tree Experts	Ann Arbor	(734) 786.1688
Good Guys Lawn and Landscaping	PO Box 3852, Ann Arbor	(734) 470.6550
Urban Foresters	4832 Miller Rd., Ann Arbor	(734) 662.1684

For more information contact Ann Arbor Customer Service at 734.794.6320 or visit <a href="www.a2gov.org/forestry">www.a2gov.org/forestry</a>



## City of Ann Arbor Insurance Requirements

- A. The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:
  - 1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

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

- 2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:
  - \$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.

\$2,000,000 Per Job General Aggregate

\$1,000,000 Personal and Advertising Injury

\$2,000,000 Products and Completed Operations Aggregate

- 3.Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
- 4. Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- B. Insurance required under Section A.2 and A.3 of this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C.In the case of all Contracts involving on-site work, the Contractor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required

insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverage expires by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

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