



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 10/27/2022

**File ID:** TMP-2192

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**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into agreements with the low bidders meeting specifications as outlined in the attached Summary of Bids for Acceptance.

Resolution No.

**Finance Information:**

**Account Number:** See additional comments below.

**City Cost Amount:** \$ Various based on Contract pricing structures.

**Total Cost:** \$ Various based on Contract pricing structures.

**Special Circumstances:**

**Grant Funded:** \$ N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location:**

**Address:** N/A

**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

Standard periodic bids utilize by various department.

Update of Bids:

Asplundh - Tree Pruning (Landscape Management)



**RESOLUTION NO. 22 - \_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below. An executed copy of said documents being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:**

<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Asplundh	Tree Pruning	One Year W/Extensions

**ADOPTED** this the 27th day of October, 2022.

\_\_\_\_\_  
President of the City Council of the City of  
Huntsville, Alabama

**APPROVED** this the 27th day of October, 2022.

\_\_\_\_\_  
Mayor of the City of Huntsville, Alabama



Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement DATE: October 4, 2022  
FROM: Brian Walker DEPT: Landscape Management  
BID #: 99-2022-71-3 COMMODITY/SERVICE: Tree Pruning

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Asplundh

RECOMMENDATION: It is recommended Asplundh be awarded the bid as they were the lowest bidder.

DESCRIPTION	PRICE	UOM	COMMENT
Foreman/Driver Regular Time	52.46	Hour	
Foreman/Driver Overtime & Holiday Time	78.69	Hour	
Climber Regular Time	45.90	Hour	
Climber Overtime & Holiday Time	61.47	Hour	
Crewman/Flagman Regular Time	40.98	Hour	
Crewman/Flagman Overtime & Holiday Time	61.47	Hour	
Power Lift Truck '50 Minimum	26.06	Hour	

INITIAL PURCHASE: As Needed  
FUNDING SOURCE: Various  
TERM OF CONTRACT: ☐ One Time  
☒ One Year w/ Additional One Year Extensions as Allowable by State Law  
☐ One Year  
☐ Three Months  
☐ Other (Explain)

### APPROVALS:

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

Brian R. Walker Digitally signed by Brian R. Walker  
Date: 2022.10.04 16:01:48 -05'00'

10/4/2022

Department Head

Date

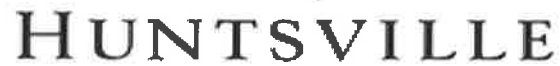
Tamara M. Yancy Digitally signed by Tamara M.  
Yancy  
Date: 2022.10.05 12:58:45 -05'00'

10/5/2022

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



# CONTRACT/BID AWARD RECOMMENDATION FORM

<b>TO:</b>	<u>Procurement</u>	<b>DATE:</b>	<u>October 5, 2022</u>
<b>FROM:</b>	<u>Brian Walker</u>	<b>DEPT:</b>	<u>Landscape Management</u>
<b>BID #:</b>	<u>99-2022-71-3</u>	<b>COMMODITY/SERVICE:</b>	<u>Tree Pruning</u>

[illegible]



# HUNTSVILLE

Tommy Battle  
Mayor  
**City of Huntsville, Alabama**  
Finance Department  
Procurement Services Division

## **Invitation For Bids Tree Pruning Services**

Invitation for Bid #:	99-2022-71-3
Issue Date:	August 29, 2022
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a Certificate of Insurance is Required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	September 9, 2022 @ 2:00 PM All questions must be submitted in writing to <a href="mailto:erin.motes@huntsvilleal.gov">erin.motes@huntsvilleal.gov</a>
IFB Closing Date:	September 15, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Erin Motes <a href="mailto:erin.motes@huntsvilleal.gov">erin.motes@huntsvilleal.gov</a> (256) 427-5056 (256) 427-5059 fax
City Internet Site:	<a href="https://www.bidnetdirect.com/alabama/cityofhuntsville">https://www.bidnetdirect.com/alabama/cityofhuntsville</a>
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Tree Pruning Services 2022

## APPENDIX D DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of service the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. Failure to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	Detailed Requirements	Compliant?	
		Yes	No
	<b>SECTION I - GENERAL SPECIFICATIONS</b>		
	<b>COMMUNICATIONS:</b>		
1	The Contractor shall, at its own expense, furnish each Foreman with a cell phone and other listed equipment in this section. This cell phone shall have at least North Alabama coverage, functioning voice mail, SMS texting, and picture texting capability. Phones shall be used to provide constant contact between City personnel and each crew during working hours and for emergency contact after hours. Bluetooth or similar devices are to be issued to each foreman to enable safe communication even when driving. Professional grade communication devices (walkie-talkies) shall be made available for flagging traffic when needed. A 24-hour-a-day contact number shall be given to the City Arborist for after-hours emergencies.	✓	
	<b>TECHNICAL STANDARDS:</b>		
2	All tree maintenance activities shall be done in accordance with the current version of technical specifications of the American National Standards Institute, including ANSI Standard A300 (Methods) and ANSI Standard Z133.1 (Safety). (See also Section V.) No gaffs (climbing spurs) will be used or worn in any tree to be left standing, without specific authorization of the City Arborist, except in the event of a life-threatening emergency.	✓	
	<b>DISPOSAL OF DEBRIS:</b>		
3	All tree maintenance debris, including chips, limbs, leaves, logs, oil containers, personal trash, etc. will be disposed of in accordance with Chapter 22 of the City of Huntsville Municipal Code, as revised and supplemented. During all phases of work, tree parts will be dropped or lowered onto public property right-of-way, or easement, avoiding private property as much as possible.	✓	
4	Cleanup required from each day's work will be completed on that day. Each work site will be left as clean as it was before work started, or cleaner. Chips and/or fuel wood may be left at the work site by agreement between the adjoining landowner and the Contractor. The Contractor will make no agreement with any third party other than the adjoining landowner or the City of Huntsville, to leave, deliver, or otherwise dispose of such tree-maintenance residues, except by explicit instructions of the City Arborist.	✓	
5	Butt-sections of trees and other heavy or cumbersome residues may be cut to manageable length and left on or near rights-of-way for pickup by arrangement between the City Arborist and the Public Works Sanitation Division, provided they do not pose a hazard to vehicular traffic. The Contractor will immediately notify the City Arborist when such residues are left on the right-of-way.	✓	
	<b>SECTION II - REQUIRED PERSONNEL</b>		
6	All work and services shall be performed by the Contractor or its employees.		
	<b>A. DEFINITION OF WORK CREW:</b>		
7	A crew shall consist of two, three, or four-persons (at the City Arborist's discretion) qualified to operate required equipment listed below, and with qualifications and experience as described below, including:	✓	

8	<p><b>1. Foreman:</b> The foreman is the working leader and driver of a climbing crew, able to organize and supervise crew work and to integrate a power lift truck into this crew's operation by arrangement with the City Arborist when desirable to promote efficiency and/or safety. The foreman's duties shall include, but not be limited to: (1) climbing trees by the use of standard roping practices; (2) removing or pruning trees according to the standards in Section I-C; (3) removing tree residues without damage to nearby property, and in accordance with the requirements in Section I-D; (4) cabling, bracing, guying, and related ground and aerial tree maintenance operations; (5) keeping daily work reports in support of the Contractor's invoices; (6) contacting the City Arborist to coordinate work schedules; (7) contacting the owners of property adjacent to work sites, and tactfully handling or referring complaints or disputes. The foreman must have an adequate Commercial Driver's License and a minimum of three years of experience as crew foreman. The foreman shall be clearly fluent in English, wear attire indicating foreman status, and have a working knowledge of Huntsville streets.</p>	✓																																	
9	<p><b>2. Climber:</b> The climber's duties shall include, but not be limited to (1) climbing trees by the use of standard roping practices; (2) removing or pruning trees according to standards in Section I-C; (3) removing tree residues without damage to nearby property, and in accordance with the requirements in Section I-D; (4) cabling, bracing, guying, and related ground and aerial tree maintenance operations. The climber may occasionally perform functions of the Foreman, when necessary for smooth work continuity. The Climber may function as the driver only on a temporary basis and with approval from the City Arborist.</p>	✓																																	
10	<p><b>3. Crewman/Flagman:</b> Employees used to perform functions requiring non-supervisory skills and experience, such as climbing and bucking, brush carrying and chipping, traffic control, and assisting with other duties as required by the crew Foreman. The Crewman may function as the driver only on a temporary basis and with approval from the City Arborist.</p>	✓																																	
11	<p>The Contractor shall provide two-person, three-person, or four-person crews, at the City Arborist's discretion, which normally shall consist of the following:</p> <table> <tr> <th>Crew Size:</th><th>2-person</th><th>3-person</th><th>4-person</th></tr> <tr> <td>Category:</td><td></td><td></td><td></td></tr> <tr> <td>Foreman/Driver</td><td>1</td><td>1</td><td>1</td></tr> <tr> <td>Climber</td><td>1</td><td>1</td><td>1</td></tr> <tr> <td>Crewman/Flagman</td><td>-</td><td>1</td><td>2</td></tr> <tr> <td>Power Lift Truck</td><td>1</td><td>1</td><td>1</td></tr> <tr> <td>Chipper (*)</td><td>1</td><td>1</td><td>1</td></tr> <tr> <td>Follow-up Truck</td><td>-</td><td>-</td><td>1</td></tr> </table> <p>(*) Drum or disk type, by arrangement between City Arborist and Contractor – see Section III-Equipment, letter A, item #2.</p>	Crew Size:	2-person	3-person	4-person	Category:				Foreman/Driver	1	1	1	Climber	1	1	1	Crewman/Flagman	-	1	2	Power Lift Truck	1	1	1	Chipper (*)	1	1	1	Follow-up Truck	-	-	1	✓	
Crew Size:	2-person	3-person	4-person																																
Category:																																			
Foreman/Driver	1	1	1																																
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Crewman/Flagman	-	1	2																																
Power Lift Truck	1	1	1																																
Chipper (*)	1	1	1																																
Follow-up Truck	-	-	1																																
12	<p>Upon request, the Contractor will supply additional two, three, or four-person crew units at the pro-rata prices determined in this Contract within two (2) weeks of notification of need.</p>	✓																																	
	<p><b>B. TECHNICAL CERTIFICATION BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA):</b></p>																																		
13	<p>The Contractor shall have, directly in the line of authority over work for the City of Huntsville under this contract, employees with professional certification by the International Society of Arboriculture, as follows:</p> <p><b>1. Arborist Certification by the International Society of Arboriculture (ISA):</b> At least one area (locally-based) foreman, general foreman, or crew foreman supervising contractor activities for the City of Huntsville under this contract must have and maintain current ISA Arborist Certification. An employee assuming this position shall have six (6) months, from the date of assignment, to meet this requirement.</p> <p><b>2. Tree Worker Certification by the International Society of Arboriculture (ISA):</b> Each person serving as the foreman of a crew operating under this contract must obtain at company expense, within the first 4 months of the contract start, and subsequently maintain current ISA Tree Worker Certification. After contract start, an employee assuming this position shall have six (6)</p>	✓																																	



	months, from the date of assignment, to meet this requirement. The City Arborist may waive this requirement at his sole discretion.		
<b>SECTION III - EQUIPMENT</b>			
14	The Contractor, together with any company from which equipment is bought, rented or leased, is solely responsible for the mechanical condition and safe operation of all equipment.	✓	
15	The Contractor shall provide sufficient equipment for the duration of contract. The Contractor shall use first-class materials, tools, and equipment that are recognized by the industry as appropriate for forestry work.	✓	
16	Safe productivity is of the utmost importance. To ensure a safe and continuous operation with minimal equipment delays, the Contractor shall utilize reliable equipment never more than four (4) years old from the oldest date of manufacture, and all equipment must meet or exceed ANSI standards for the duration of the contract.	✓	
<b>A. CONTRACTOR OWNED EQUIPMENT (CONTINUOUSLY AVAILABLE):</b>			
17	<b>1. Power Lift Truck:</b> Power lift truck (bid rate: dollars per hour in service) with: enclosed integral hydraulically-dumping chip box having a minimum capacity of at least ten (10) cubic yards; a working height ceiling as listed on the bid pricing form; boom mounted over center with fully surrounded one-man fiberglass basket mounted on cab and chassis, equipped with two (2) independently-operated hydraulic stabilizers, and electrically insulated boom. The Contractor must at his own expense provide certification (dated not more than sixty (60) days before the execution of this agreement) by a qualified independent testing laboratory that such power lift truck fully meets all dielectric and stress properties required in the current editions of ANSI Standards Z133.1 and A92.2. All safety certifications must be maintained and documented throughout the life of this agreement.	✓	
18	<b>2. Brush Chipper:</b> Diesel-driven brush chipper with 12-inch minimum head. (Bid rate: dollars per hour in service—supply separate prices for both disk type and drum type chippers). The type of chipper to be used will be specified by the City Arborist, with at least two weeks notification to the Contractor before changing types.	✓	
19	<b>3. Follow Up (Split Dump) Truck:</b> (Bid rate dollars per hour in service) having an enclosed hydraulically-dumping chip box, and set up for pulling the chipper.	✓	
20	<b>4. Miscellaneous Tools and Equipment (per vehicle):</b> With all blades properly sharpened, continuously available and serviceable, at work sites:	✓	
	(a) Chain Saws:		
21	At least one (1) with forty-eight inch (48") bar per two crews	✓	
22	At least one (1) with thirty-inch (30") bar per crew	✓	
23	At least one (1) with eighteen-inch (18") bar per crew	✓	
24	At least one (1) lightweight, for use by climbing workers per crew	✓	
25	At least one (1) extendable power pole saw ( <b>STIHL BRAND ONLY</b> ) per crew	✓	
26	A hydraulically powered pole pruner acceptable for use near charged conductors on each bucket truck	✓	
	(b) Climbing Gear:		
27	At least one (1) serviceable set of climbing gear (saddle with safety strap, 100 ft (min) climbing rope, throw ball and line) per two crews	✓	
28	(c) Log-Lowering Rope for each crew	✓	
	(d) Hand Tools:		
29	Pruning saws (ARS brand or approved equal by City Arborist) for each crew	✓	
30	Pruning shears ( <b>Felco #2 only</b> ) for each crew	✓	
31	Pole pruner and pole saw, pull pole and two extensions, ax, shovel, rake, street broom, scoop, City Arborist pre-approved professional gasoline powered blower for each crew	✓	
32	Mallet, chisel, wedge (at least one each) for each crew	✓	

33	Tools for cable and brace installation, available with two (2) days' notice by City Arborist	✓	
34	Log Roller for each crew	✓	
35	(e) Work zone Safety Signs and Traffic Control Cones (see Section V - Safety, Licenses, Accidents and Insurance) for each crew	✓	
<b>B. PURCHASE OF SUPPLIES AND RENTAL OF SPECIAL EQUIPMENT:</b>			
36	The City Arborist must authorize rental of any necessary equipment or special services, beyond those required to qualify for bidding, in writing, in advance.	✓	
37	Consumable materials (other than fuels etc.) installed or used by the contractor: Work orders may specify that the City will provide such materials, or may specify suppliers for them. If purchased by the Contractor, such materials will be added to each invoice as separate items, with their sources indicated, and billed at the contractor's actual cost plus a handling charge of not more than ten percent (10%). Copies of invoices for these materials must be furnished to the City Arborist along with the Contractor's invoices for work performed. Any materials or tools purchased and included on the contractor's invoice become the property of the City of Huntsville.	✓	
<b>SECTION IV - WORK SCHEDULING, INSPECTION AND PAYMENT</b>			
<b>A. WORK SCHEDULING:</b>			
38	Unless otherwise specifically authorized by the City Arborist, work shall be limited to a maximum of ten (10) work-hours per day, including one-way travel each day from the Contractor's local headquarters to the nearest work site for the day, and forty (40) work hours per week. <b>The normal work day will be eight (8) hours and the normal work week will be Monday through Friday.</b>	✓	
<b>B. WORK ORDERS:</b>			
39	Work will generally be coordinated with the Contractor by means of written work order from the City Arborist. Work orders issued by word-of-mouth from the City Arborist will be followed up in writing, either with a separate work order or by annotating an existing work order.	✓	
40	The Contractor shall contact the City Arborist daily during active work periods, to coordinate the work schedule, arrange for needed support, etc. The Contractor shall notify the City Arborist within twenty-four (24) work hours of the completion of each work order and provide accurate and complete records. The City Arborist will inspect work at his discretion.	✓	
41	All routine work is to be completed and ready for acceptance inspection within one calendar week of receipt of work order, except by specific arrangement with the City Arborist. Time limits for work of an emergency or unusually urgent nature will be agreed upon between the City Arborist and the Contractor's representative. City-provided time sheets shall be turned in daily.	✓	
<b>C. INVOICES:</b>			
42	Invoices may cover one or more entire work orders, or weekly periods spent on large partially completed work orders. The City Arborist shall verify that all work on each work order is acceptable before authorizing payment of the contractor's invoice. Invoices will be submitted for payment monthly or more often. Time sheets shall be made available to the City Arborist upon request.	✓	
<b>D. CONSIDERATION FOR HOURLY RATE INCREASES ON AN ANNUAL BASIS:</b>			
43	The City desires to provide the best tree-care service for the citizens of Huntsville, at the best possible price. Two months before the end of the first year of this contract, and of each succeeding year, the Contractor and the City's Agent will evaluate the level and quality of service, and the cost to the contractor of providing these services. Factors to be considered will include changes in minimum wage, average fuel costs for the past year, changes in residue-disposal charges (if appropriate), and productivity of the crew. If it is determined by both parties that the contractor is not being fairly compensated for work performed, then the Contractor will submit a formal request to increase the hourly rate paid, by an amount equal to increases in the Federal Minimum Wage rate and increases in other directly related costs. Once approved, the rates agreed upon will continue in effect until the next review, or until the conclusion of the contract.	✓	
<b>E. BILLING OF SOLID WASTE DISPOSAL AUTHORITY (SWDA) CHARGES:</b>			
44	Invoices and scale tickets for disposal of residues at Solid Waste Disposal Authority facilities will be submitted to the City Arborist, along with weekly crew reports, for payment by the City of Huntsville.	✓	

SECTION V - SAFETY, LICENSES, ACCIDENTS AND INSURANCE		
<b>A. SAFETY:</b>		
45	The Contractor shall make every effort to prevent accidents. All work must conform to the most current edition of the American National Standards Institute (ANSI) Standard Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and for Cutting Brush). A copy of this standard is on file in the City Arborist's office.	✓
46	Before any Contractor employee performs any field duties under this contract, the Contractor shall certify to the City Arborist in writing that such employee is either a "qualified line clearance arborist" or "qualified line clearance arborist trainee," as defined in ANSI Std-133.1, of which the most recent edition is made a part of this contract by this reference.	✓
47	The Contractor shall be responsible for, and the bid price shall include, the provision of traffic control devices and procedures as shown in the current edition of Section G, Alabama Manual for Uniform Traffic Control Devices, for work zone areas, for each work item affecting the flow of traffic on public rights-of-way and for police presence in hazardous areas. A copy of this standard can be obtained from the City Arborist's office, and the most recent edition is made a part of this contract by this reference. The Contractor shall be responsible for following this standard for all work activities within this bid.	✓
<b>B. LICENSES:</b>		
48	The successful Contractor shall obtain all professional certification, necessary state and local licenses and permits required to perform this work.	✓
<b>C. ACCIDENTS:</b>		
49	The Contractor shall take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. He shall be responsible for any injury to himself, his employees, or others, as well as for any damage to personal or public property that occurs during the performance of this contract.	✓
50	Damage done by the Contractor to any person or property, public or private, is the total responsibility of the Contractor, and is to be repaired or compensated for by the Contractor to the satisfaction of, and at no cost to, the City of Huntsville.	✓
51	In all cases involving injury or property damage, the Contractor is not to perform work until photography, police reports, and other evidence-gathering activities are completed to the satisfaction of the City Arborist, the owner of any private property involved, and the Huntsville Police Department, if appropriate.	✓

## APPENDIX F BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated as a whole. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

**We acknowledge receipt of the following addenda:** \_\_\_\_\_

<u>PERSONNEL:</u>		<u>COST PER HOUR</u>
A.	Foreman/Driver:	
	1. Regular Time	\$ <u>52.46</u>
	2. Overtime & Holiday Time	\$ <u>78.69</u>
B.	Climber:	
	1. Regular Time	\$ <u>45.90</u>
	2. Overtime & Holiday Time	\$ <u>68.85</u>
C.	Crewman/Flagman:	
	1. Regular Time	\$ <u>40.98</u>
	2. Overtime & Holiday Time	\$ <u>61.47</u>

In no event shall overtime and holiday time exceed regular time and a half.

<u>EQUIPMENT:</u>		
A.	Power Lift Truck	
	1. 50' minimum	\$ <u>26.06</u>
	2. 70' minimum	\$ <u>32.69</u>
B.	Diesel Driven Brush Chipper	
	1. Drum Type (12" min head)	\$ <u>7.93</u>
	2. Disk Type (12" min head)	\$ <u>7.93</u>
C.	Follow-Up (Split Dump) Truck	\$ <u>16.95</u>
D.	Pick Up Truck	\$ <u>15.75</u>

**\*\*Contact Person & Number (24 hours for after-hours emergencies):**

Randy Parham - (256)438-4148

This Price Bid Form is hereby submitted by the undersigned:

Asplundh Tree Expert, LLC

Printed legal name of Bidder

  
Signature

Doug Roof - Vice President

Printed name of individual/corporate officer/general  
partner/joint venturer AND Title

September 15, 2022

Date

## APPENDIX H

### CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

**A. General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Asplundh Tree Expert, LLC
- City of Huntsville current taxpayer identification number (if available): 29656  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input checked="" type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State: 850-582 PA
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: Sherry L. Sports Title (if applicable): Administrative Assistant  
Type or legibly write name: Sherry L. Sports Date: September 15, 2022



## Alabama Secretary of State



Asplundh Tree Expert, LLC	
Entity ID Number	000 - 850 - 582
Entity Type	Foreign Limited Liability Company
Principal Address	708 BLAIR MILL ROAD WILLOW GROVE, PA 19090
Principal Mailing Address	708 BLAIR MILL ROAD WILLOW GROVE, PA 19090
Status	Exists
Place of Formation	Pennsylvania
Formation Date	12/26/1945
Qualify Date	07/21/1947
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Nature of Business	GENERAL BUSINESS OF TREE SURGERY
<b>Annual Reports</b> Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or <a href="http://www.revenue.alabama.gov">www.revenue.alabama.gov</a> . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	<a href="#">1988</a> <a href="#">1989</a> <a href="#">1990</a> <a href="#">1991</a> <a href="#">1992</a> <a href="#">1993</a> <a href="#">1994</a> <a href="#">1995</a> <a href="#">1996</a> <a href="#">1997</a> <a href="#">1998</a> <a href="#">1999</a> <a href="#">2000</a> <a href="#">2001</a> <a href="#">2002</a> <a href="#">2003</a> <a href="#">2004</a> <a href="#">2005</a> <a href="#">2006</a> <a href="#">2007</a> <a href="#">2008</a> <a href="#">2009</a> <a href="#">2010</a> <a href="#">2011</a> <a href="#">2012</a> <a href="#">2013</a> <a href="#">2014</a> <a href="#">2015</a> <a href="#">2016</a> <a href="#">2017</a> <a href="#">2018</a> <a href="#">2019</a> <a href="#">2020</a> <a href="#">2021</a> <a href="#">2022</a>
<b>Transactions</b>	
Transaction Date	10/21/1949
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	01/17/1952
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	04/18/1957
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	09/05/1961
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	03/01/1966

<b>Asplundh Tree Expert, LLC</b>	
Registered Agent Changed From	BALL JR, FRED S BALL, RICHARD A 1ST NAT'L BK BLDG MONTGOMERY, AL
Transaction Date	01/09/1967
Legal Name Merged	New England Tree Expert Company
Transaction Date	01/09/1967
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	06/14/1977
Registered Agent Changed From	BALL JR, FRED S BALL, RICHARD A 200 S LAWRENCE ST MONTGOMERY, AL
Transaction Date	03/12/1979
Legal Name Merged	Asplundh Aviation, Inc.
Transaction Date	03/12/1979
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	11/19/1981
Legal Name Merged	ASPLUNDH SERVICE COMPANY Non-Qualified Foreign Into Qualified
Transaction Date	09/30/1983
Registered Agent Changed From	BALL JR, FRED S BALL, RICHARD A ONE COURT SQUARE MONTGOMERY, AL
Transaction Date	11/18/2009
Principal Office Changed From	505 YORK RD JENKINTOWN, PA
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109
Transaction Date	10/04/2017
Legal Name Changed From	Asplundh Tree Expert Co.
Transaction Date	10/04/2017
Miscellaneous Filing Entry	CONVERSION FROM F/C FILED
Transaction Date	10/04/2017
Principal Office Changed From	708 BLAIR MILL ROAD WILLOW GROVE, PA 19090-1784
<b>Scanned Documents</b>	
Document Date / Type / Pages	03/01/1966 Registered Agent Change 1 pg.



**APPENDIX C**  
**BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Asplundh Tree Expert, LLC

Doing-Business-As Name of Proposer:

Asplundh Tree Expert, LLC

Principal Office Address:

708 Blair Mill Road - Willow Grove, PA 19090

Local Office - 2011 Highway 87 - Alabaster, AL 35007

Telephone Number:

(205) 685-4000

Fax Number:

(205) 664-2165

Form of Business Entity [check one ("X")]

Corporation

Partnership

Individual

Joint Venture

Other (describe):

\_\_\_\_\_

\_\_\_\_\_

X

\_\_\_\_\_

\_\_\_\_\_

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

Location of incorporation:

The corporation is held:

Publicly \_\_\_ Privately \_\_\_

Names and titles of corporate officers:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Partnership Statement

If a partnership, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
The partnership is: General ☐ Limited ☐

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture Statement**

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
JV Agreement recorded? Yes ☐ No ☐

Name, address of each Joint Venturer and percent of ownership of each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE**

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes ☐ No ☒  
If "Yes," Department \_\_\_\_\_

Member of Household City Employee Yes ☐ No ☒  
If "Yes," Name (s) \_\_\_\_\_

Anyone associated with your company a City Employee Yes ☐ No ☒  
If "Yes," Name (s) \_\_\_\_\_

**3. CONTRACTOR E-VERIFY – NOTICE**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

#### 4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

  
Signature of Proposer

Doug Roof  
Print or Type Name of Proposer

September 15, 2022  
Date

Asplundh Tree Expert, LLC  
Legal Name of Firm

2011 Highway 87  
Mailing Address

Alabaster, AL 35007  
City State Zip Code

(205)685-4000 / (205) 664-2165  
Phone Fax

rparham@asplundh.com  
Email Address

www.asplundh.com  
Website Address



Company ID Number:19959

Client Company ID Number:45005

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent TALX Corporation	
Name (Please Type or Print)	Title
Christopher Jacobsmeyer	
Signature	Date
Electronically Signed	October 31, 2019
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date



Company ID Number:19959

Client Company ID Number:45005

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name	Asplundh Tree Expert, LLC.
Company Facility Address	708 Blair Mill Road Willow Grove, PA 19090
Company Alternate Address	
County or Parish	Montgomery
Employer Identification Number	23-1277550
North American Industry Classification Systems Code	Administrative And Support Services (561)
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	1