

James R. Fouts, Mayor



**Purchasing Division
Office of the Controller**
One City Square, 4th Floor, Suite 425
Warren, Mi 48093-5289

Vincent Mikiel, Buyer
586-574-4675

ITB-W-7881

INVITATION TO BID

December 15, 2008

Sealed bid proposals to **FURNISH AND PLANT TREES FOR THE 2009-2010 STREET TREE PLANTING PROJECT** for the City of Warren Parks & Recreation Department are being accepted.

Sealed bids **must be delivered to the**

DIVISION OF PURCHASING,
CITY OF WARREN,
ONE CITY SQUARE, 4TH FLOOR
WARREN, MI 48093-5289,

ON OR BEFORE 12:30 PM, January 14, 2009

SUBMIT ORIGINAL AND ONE (1) COPY. Bids received after 12:30 pm of the date they are due will not be accepted or will be marked late, and retained unopened.

Bids will be transported over to the City Council chambers, auditorium, Warren Community Center, 5460 Arden, Warren, MI, after the Purchasing Department has registered and sorted the bids. They will be opened at 1:00 pm.

Addenda, clarifications and changes to the bid documents must be obtained on line by registering (free registration available) for the MITN system as follows: 1) go to **www.mitn.info** select **the Michigan MITN System**, 2) select vendor registration at the top of the page, 3) review the vendor registration options that are available to vendors, and then 4) select vendor registration at the bottom of the page to register. **Bid tabulations will be posted on MITN.**

YOU SHOULD REGISTER FOR COMMODITY CODES

59575 - TREES, ORNAMENTAL AND SHADE

The City of Warren reserves the right to accept or reject any and all bids and to waive any and all irregularities or split award by items unless otherwise stipulated and to accept the bid which will serve its interest.

Additional information regarding this bid or any questions can be answered by contacting the buyer, Vincent Mikiel of the City of Warren Purchasing Division preferably by e-mail, vmikiel@cityofwarren.org, **subject: ITB-W-7881.**

Sincerely,
Vincent Mikiel
Buyer
Buyer

BID PROPOSAL FORM

The undersigned proposes to **FURNISH AND PLANT TREES FOR THE 2009-2010 STREET TREE PLANTING PROJECT** in accordance with the attached specifications requirements to be considered an integral part of this proposal, at the following prices: See estimated quantities clause on Page 7.

COMPLETE FOR THE LUMP SUM OF \$ _____
(TOTAL FROM PAGE 4)

NOTE: Pages 3 & 4 are available on MITN as separate downloadable spreadsheet with automatic calculation – See *Pages 3-4 ITB-W-7881.xls*.

The undersigned has carefully checked the bid figures and understands that he shall be responsible for any error of omission in this bid offer and is in receipt of all addenda as issued.

Signature of _____ **DATE** _____
Authorized Company Representative

(Print name of Signature) **COMPANY NAME** _____

ADDRESS **CITY** **STATE** **ZIP CODE**

TELEPHONE NUMBER **FAX NUMBERE-MAIL ADDRESS**

WARRANTY (If Applicable) **BID PAYMENT TERMS (Blank will be considered NET 45)**

EXCEPTIONS: Where an exception to any specification is taken, such exception shall be clearly indicated below and along with the specifications attached hereto, shall be considered an integral part of this bid proposal. Use additional sheets if required.

IT IS MANDATORY OF ALL BIDDERS TO RETURN THIS SHEET FULLY COMPLETED INCLUDING SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE WITH THEIR SEALED BID.

Company Name _____

ITEM	QTY	Species	<u>CAN</u> Provide	<u>CANNOT</u> Provide	Quoting on Substitute (Enter Species)	PRICE EACH	TOTAL
1	50	Autumn Blaze Maple 1-3/4" B&B	☐	☐			
2	50	Red Maple 1-3/4" B&B	☐	☐			
3	25	Sugar Maple 1-3/4" B&B	☐	☐			
4	25	Black Maple 1-3/4" B&B	☐	☐			
5	50	Shantung Maple 1-3/4" B&B	☐	☐			
6	25	State Street Maple 1-3/4" B&B	☐	☐			
7	55	Silver Linden 1-3/4" B&B	☐	☐			
8	55	Crimean Linden 1-3/4" B&B	☐	☐			
9	25	Greenspire Linden 1-3/4" B&B	☐	☐			
10	30	Skyline Honey Locust 1-3/4" B&B	☐	☐			
11	25	Purple Robe Black Locust 1-3/4" B&B	☐	☐			
12	50	Burr Oak 1-3/4" B&B	☐	☐			
13	50	Swamp White Oak 1-3/4" B&B	☐	☐			
14	30	English Oak 1-3/4" B&B	☐	☐			
15	35	Morton Glossy Elm 1-3/4" B&B	☐	☐			
16	35	Prospector Elm 1-3/4" B&B	☐	☐			
17	25	London Plane Tree 1-3/4" B&B	☐	☐			
18	25	Kentucky Coffeetree 1-3/4" B&B	☐	☐			

Company Name_____

ITEM	QTY	Species	<u>CAN</u> Provide	<u>CANNOT</u> Provide	Quoting on Substitute (Enter Species)	PRICE EACH	TOTAL
19	25	Katsura Tree 1-3/4" B&B	☐	☐			
20	50	Sweetgum 1-3/4" B&B	☐	☐			
21	25	Ginko 1-3/4" B&B	☐	☐			
22	25	Bald Cypress 1-3/4" B&B	☐	☐			
23	25	Tulip Poplar 1-3/4" B&B	☐	☐			
24	25	Hardy Tubbertree 1-3/4" B&B	☐	☐			
25	50	Red Horsechestnut 1-3/4" B&B	☐	☐			
26	35	Turkish Filbert 1-3/4" B&B	☐	☐			
27	50	Hackberry 1-3/4" B&B	☐	☐			
28	25	Blackgum 1-3/4" B&B	☐	☐			
	1000	TOTAL					

Company Name_____

PRICE CLAUSE:

The City of Warren requests that prices be held firm for 90 days or bid award, whichever comes first except for the successful bidder whose prices shall be held firm for the entire contract period. Bid pricing will be lump sum based on unit pricing per tree inclusive of the following:

- Nursery stock
- All planting and maintenance materials,
- Labor for planting
- Two-season maintenance program
- Delivery costs a
- Any other costs associated with completion of the contract.

Authorized signature for _____

Price Clause

AWARD CLAUSE:

It is the intention of the City to make one award of contract. However, the City of Warren reserves the right to accept or to reject any or all bids as may be determined to be in the best interest of the City. The City of Warren reserves the right to award the bid to the lowest responsible bidder meeting specifications; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations; and to split award if in its best interest.

Authorized signature for _____

Award Clause

DELIVERY and PLANTING CLAUSE:

All work must be completed (to include planting, mulching, fertilizing, etc.) in accordance with the specification:

ALL BIDDERS MUST FURNISH THE FOLLOWING INFORMATION.

Please indicate:

☐ We can meet this schedule

☐ We cannot meet this schedule but offer completion as follows:

Authorized signature for _____

Delivery & Planting Clause

Company Name _____

ESTIMATED QUANTITIES:

The annual number of trees & species furnished under this contract is planned accommodate a City/resident tree replacement program on City property within the projected budget. The quantities in the bid form are the best estimates of anticipated plantings and subject to adjustment at the prices quoted here in due to, but not limited to, budgetary constraints, changing environmental conditions, future construction, etc. The estimates are not a guarantee of future quantities under this contract and quantities may increase or decrease.

Authorized signature for _____
Estimated Quantities Clause

BID SECURITY REQUIREMENTS: NO BID BONDS OR PERSONAL CHECKS

Each bid must be accompanied by a certified, cashiers, bank check, or money order in the **AMOUNT OF \$1,000.00. A BID BOND, COMPANY, OR PERSONAL CHECK IS NOT ACCEPTABLE.** Bid securities will be returned by the City of Warren upon award of the bid except for the successful bidder. The successful bidder will have his bid security retained until such time as the work is successfully completed. **The check will be retained as a performance guarantee entering into the contract for initiation and successful completion of the tree and stump removal.** The amount will be used to offset any liquidated damages if necessary, as described in this document.

BID SECURITY LIQUIDATED DAMAGES:

Liquidated damages for not entering into a contract shall be the lesser of the bid bond submitted by the successful vendor or the actual costs associated with obtaining another contractor to enter into an agreement.

SUBCONTRACTORS TO BE UTILIZED:

Vendor shall notify the City in writing of any subcontractors being utilized. In the event that there are subcontractors utilized, the vendor shall be required to sign a waiver of lien.

1. _____
2. _____

Authorized signature r _____
Use of Subcontractors

Company Name _____

REFERENCES:

Please list the municipalities/companies for which your company has provided similar products or services.

1. Agency: _____ Year _____

Address _____

Contact Name: _____ Phone _____

2. Agency: _____ Year _____

Address _____

Contact Name: _____ Phone _____

3. Agency: _____ Year _____

Address _____

Contact Name: _____ Phone _____

4. Agency: _____ Year _____

Address _____

Contact Name: _____ Phone _____

5. Agency: _____ Year _____

Address _____

Contact Name: _____ Phone _____

6. Agency: _____ Year _____

Address _____

Contact Name: _____ Phone _____

Company Name _____

INSURANCE:

The awarded bidder will be required to provide the City with certificates of insurance **naming the County of Macomb, City of Warren, City of Warren Municipal Building Authority, the 37th District Court, all elected appointed officials, employees and volunteers as individuals acting within the scope of their authority, AS AN ADDITIONAL**

INSURED: and providing the following coverage and limits. Sub-contractors utilized by the awarded bidder shall be subject to these same conditions:

COMMERCIAL GENERAL LIABILITY:

The following coverage is part of the General Liability policy:

Policy should be on an **OCCURANCE BASIS WITH COMBINED SINGLE LIMITS.**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage-Any one fire	\$ 50,000
Medical Expense-Any one person	\$ 5,000
Per project aggregate limit ,Independent contractors coverage, Broad form property damage	
Blanket contractual liability coverage	

AUTOMOBILE LIABILITY:

Automobile liability insurance coverage shall be \$1,000,000 combined single limit for any auto and include hired autos and non-owned autos.

WORKERS' COMPENSATION INSURANCE:

Workers' compensation insurance shall be statutory under the State of Michigan Workers' Compensation Act.

Insurance certificates shall contain a provision to the effect that the insurance company **SHALL NOTIFY** the City at least **thirty (30)** days prior to **CANCELLATION OR MATERIAL CHANGE** of the insurance.

() Can meet insurance as indicated.

() Cannot meet but offer the following: _____

INDEMNITY CLAUSE

To the fullest extent permitted by law, Contractor expressly agrees to indemnify and hold City harmless against all losses and liabilities arising out of bodily injury or property damages based upon any act or omission, negligent or otherwise, of Contractor or anyone acting on contractor's behalf in connection with or incident to this Contract or the work to be performed hereunder, except that contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

For the purposes of this indemnity clause, "City" shall mean the City, its elected and appointed officials, employees, and volunteers working on behalf of the City; "losses and liabilities" shall mean loss, cost, expense, damage, liability or claims, whether groundless or not; "personal injury" shall mean false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property or deprivation of rights, privileges or immunities secured by the constitution and laws of the United States of America or the State of Michigan, for which Vendor may be held liable to the injured party in any action at law, suit in equity or other proceedings for redress; "bodily injury" shall mean bodily injury, sickness or disease (including death resulting at any time therefrom) mental anguish and mental injury which may be sustained or claimed by any person or persons; and "property damage" shall mean the damage or destruction of any property, including the loss of use thereof.

The contractor's obligation to indemnify and hold the City harmless shall include, but not be limited to (1) the obligation to defend the City from any such suit, action or proceeding, and (2) the obligation to pay any and all judgements which may be recovered in any such suit, action or proceeding, and/or any and all expenses, including but not limited to costs, attorney fees and settlement expenses which may be incurred.

Authorized signature for _____
Insurance and indemnity clause

Company Name _____

GENERAL CONDITIONS
(Effective July 17, 2008)

Bids and all information requested of the vendor shall be entered in the appropriate space on the enclosed form and signature page. Failure to do so may disqualify your offer.

Bids must be submitted by the date specified and at or prior to the time specified to be considered. Late bids, e-mail, telegraphic, or telephone bids will **NOT** be accepted.

Submit **ORIGINAL AND ONE (1) COPY** with a label on the **outside of the ENVELOPE STATING VENDORS NAME, COMMODITY OR SERVICE AND BID NUMBER**

An authorized officer or employee of the bidder shall sign all bids.

Vendor **changes or alterations to the bid documents including the specification may result in the bid being considered non-responsive** and/or the bidder being debarred. The only authorized vendor changes will be in the areas provided for the bidder's response including the "Exceptions" section of the bid proposal and on separate attached sheets provided by the vendor and clearly identified. If a change or alteration to the bid document is undetected, and the bidder is awarded the contract, the original terms, conditions, and specification in the authorized version of the bid document will be applicable during the terms of the contract. Bidders are responsible for ensuring they have obtained all relevant documents including amendments, clarifications, changes, drawings, etc. as made available by the City.

Prices quoted shall be for new products in current production unless otherwise specified. Where refurbished or discontinued items are offered they must be clearly identified as such.

Prices quoted shall be exclusive of any rebates due the City of Warren. Any rebates the City of Warren may be authorized should be shown as a separate line item and include expiration date.

Corrections and/or modifications received after the closing time specified will not be accepted.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

Time of delivery may be a consideration in the award.

All prices will be bid F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES and remain in effect for at least 60 days unless otherwise specified.

Brand names and numbers, when used, are for reference to indicate the character or quality desired, unless specifically stated "No Substitutes".

Alternate items of the same quality will be considered, provided your offer clearly describes the article. Offers for alternate items shall state the brand and number, or level or quality. When the bidder does not state brand, or level of quality, it is understood the offer is exactly as specified.

Any contract executed pursuant to this Request For Proposals/Request for Bids which is for a specific term shall include for an extension of the contract term at the option of the City as follows:

City shall have the sole option to extend the contract herein for a period of two months by written notice to contractor exercising the option served at least ten days prior to the expiration date of the contract. In the event such option is exercised by City, all of the provisions of the contract shall remain in full force and effect other than the date of expiration of the contract. Any further extension of the contract would be only by mutual agreement of the parties.

Sample of articles, when required, shall be furnished free of cost, of any sort, to the City of Warren. Samples of articles selected may be retained for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the vendor's expense.

Company Name _____

If vendor **supplies tangible products only** to the City of Warren, **taxes** should not be included in your bid as the City of Warren is tax exempt.

The City's normal payment terms are 45 days in connection with cash discounts specified with this bid. Time will be computed from the date of complete delivery of supplies or equipment as specified, or from the date correct invoices are received in the Office of the City Controller, if the latter is later than the date of delivery. Prices will be considered as net if no cash discount is shown.

IMPORTANT: All City of Warren purchases require a **MATERIAL SAFETY DATA SHEET** where applicable, in compliance with the "MIOSHA **Right to know**" law.

THE ABOVE GENERAL CONDITIONS ARE CONSIDERED IN FORCE UNLESS SPECIFICALLY ADDRESSED IN ANOTHER SECTION OF THE BID DOCUMENT.

Company Name _____

**SPECIFICATIONS FOR THE CITY OF WARREN
STREET TREE PLANTING PROJECT 2009-2010**

GENERAL

- The City of Warren is seeking formal bid quotations for the planting and maintenance of street trees throughout residential neighborhoods located within the City.
- The contract duration will be for two years which will include two spring planting seasons in 2009 and 2010. The City intends to plant approximately 1,000 trees per planting season.
- The contract, instructions to bidder, and other special requirements are hereby made part of these planting specifications.

SCOPE

- These specifications include standards necessary for, and incidental to, the execution and completion of planting. This includes proper site selection, planting procedures, inspections, maintenance and acceptance of work.
- All planting is to be done on City property. Planting sites will be positioned in the lawn area or greenbelt located between the sidewalk and curb. In the absence of curbs or sidewalks, locations will be determined by the City. During planting and maintenance operations all existing trees, shrubs, and other vegetation, site features and improvements, structures, and utilities shall be protected.

APPLICABLE SPECIFICATIONS AND STANDARDS

- Standard specifications of technical or professional societies and State or Federal agencies referred shall include all amendments as of the date of advertisement for bids.
- Tree and Shrub Transplanting Manual, International Society of Arboriculture.
- American Standard for Nursery Stock, American Association of Nurserymen.
- Nursery Stock (ANSI Z60.1-1996)
- Tree Care Operations: Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (ANSI A300-1995)
- Tree Care Operations: Pruning, Trimming,, Repairing, Maintaining, and Removing Trees, and Cutting Brush – Safety Requirements (ANSI Z133 – 1-1994)
- Examples and instructions based on these standards may be found in How to Prune Trees, USDA Forest Service, Northeastern Area, State and Private Forestry (NA-FR-01-95); Tree Planting Detail (IC 4108, MDNR); and Tree Planting Zones (IC 4109, MDNR).

PLANTING SEASON

All trees are to be planted in the spring season. Commencement of planting can begin as soon as weather and ground conditions facilitate the digging and transport of plant materials. All planting operations shall be completed by June 30.

If special conditions exist which may warrant a variance in the above planting dates, a written request shall be submitted to the Parks and Forestry Superintendent stating the special conditions and the proposed variance. Permission for the variance will be given if warranted in the opinion of the Parks and Forestry Superintendent.

Company Name _____

MATERIALS

Plants shall be true to species and variety specified in the plant list which appears at the end of this section. Plants shall be nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project. All trees shall have been freshly dug.

Plants shall be sound, healthy, vigorous, well-branched, and densely foliated when in leaf, free of disease, insects, eggs, or larvae, and shall have healthy well developed root systems.

Trees with a damaged or multiple leader, abrasion of bark, sun scald, disfiguring knots, insect or disease damage, or pruning cuts over 3/4 inch in diameter not completely callused, will be rejected.

Plants shall conform to measurements specified in the plant list which appears at the end of this section.

Caliper measurement shall be taken on the trunk six (6) inches above the natural ground line. The height and spread dimensions of all trees shall be in proportions acceptable for particular species and in relation to the root ball. Root balls on all balled and burlapped (B&B) plants shall conform to specifications listed in applicable published standards.

All plants shall be labeled. Plant labels shall be durable and legible, stating the correct plant name and size in weather-resistant ink or embossed process lettering.

Backfill shall consist of the soil originally removed from the planting holes. This soil shall be loosened and mixed in order to promote proper drainage. Where the original soil is, in the opinion of the Parks and Forestry Superintendent of insufficient quality to promote proper plant growth, approved processed topsoil shall be used as backfill. Surplus soil shall be disposed of by the contractor.

Wood chips or mulch shall be shredded hardwood bark, and shall be free of any materials injurious to plant growth.

Antitranspirants, if used, shall be non-toxic to all plants, and shall be used according to the manufacturer's directions.

Stakes and guying materials shall be sound, durable, and non-injurious to trees or passersby.

Mycorrhizal fungal transplant inoculant shall be of the same guaranteed analysis as PHC® Tree Saver.

INSPECTIONS

Certificates of inspection shall accompany invoices for each shipment of plants as may be required by law for transportation. File certificates with the Parks and Recreation Department, Forestry Division prior to acceptance of the material. Inspection by Federal or State governments at place of growth does not preclude rejection of plants at the work site.

SELECTION AND TAGGING

Plants shall be subject to inspection and approval by the Parks and Forestry Superintendent at their place of growth and upon delivery for conformity to specification requirements. Such approval shall not impair the right of inspection and rejection during progress of the work.

Company Name _____

LOCATION OF PLANTING SITES AND UTILITIES

The contractor shall be required to arrange a meeting at least fourteen (14) days before planting at which utility company representatives and city representatives may be present, in order to facilitate the timely and efficient location of all underground utilities.

The contractor shall be responsible for having the location of all underground utilities staked, including city water and sewer leads, at least forty-eight (48) hours before planting.

Damages sustained by any underground utility or to adjacent lawn areas or sprinkler systems as a result of the planting process shall be the responsibility of the contractor and shall be repaired in a timely manner at the contractor's expense.

The final planting location shall be determined by the contractor with the assistance of a city representative pending the utility staking. The final planting location shall be determined at least twenty-four (24) hours before planting.

PLANTING OPERATIONS

Protect plants at all times from sun or drying winds. Plants that cannot be planted immediately on delivery shall be kept in the shade, mulched with soil, wet wood chips, or other acceptable material, and shall be kept well watered. Plants shall not be bound with wire or rope at any time so as to damage the bark or break branches. Plants shall be lifted and handled using suitable support of the ball to avoid damage to the ball. Trees with cracked or damaged root balls will be rejected.

Planting pits shall be at least 24" greater in diameter than the corresponding root ball, and shall have sides fractured in order to facilitate water penetration. Set plants at the same relationship to finished grade as they were to the ground from which they were dug. Set plant plumb and brace rigidly in position until prepared soil has been tamped solidly around ball and roots.

In certain instances where decaying root material exists from a previously removed tree, the contractor is responsible for removing such material to facilitate creating a planting pit.

Cut and remove ropes, strings, and balance of wrappings from top half (1/2) of the ball after plant has been set. Leave balance of wrappings intact around ball. All waterproof, water repellent, or non-degradable wrappings shall be removed from the ball. After backfilling is complete, no portion of the ball wrapping shall be left exposed.

Backfill plant pits with prepared soil - When plant pits have been backfilled approximately one-half (1/2) full, water thoroughly to eliminate all air pockets. Continue backfilling and mix two 3 ounce packets of PHC® Tree Saver or approved equivalent into the upper 8 inches of the backfill next to the rootball. Pack the treated backfill firmly around the rootball.

Form saucer around tree and shrub pits in order to facilitate water penetration - water to soil saturation.

Mulch all pits and beds with a 2-4-inch layer of mulch immediately after planting.

STAKING, WRAPPING, AND PRUNING

All trees shall be staked. Stake trees with two stakes of sound and durable material in a condition that is non-injurious to passers-by. Staking shall be removed by contractor at the end of the guarantee period.

Prune plants at time of planting and according to standard horticultural practice to preserve the natural character of the plant.

ACCEPTANCE

The Parks and Forestry Superintendent shall inspect all work for acceptance upon written request of the contractor. The request shall be received at least ten (10) calendar days before the anticipated date of inspection.

Acceptance of plant material by the Parks and Forestry Superintendent shall be for general conformance to specified size, character, and quality, and shall not relieve the contractor of responsibility for full conformance to the contract documents.

Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the Parks and Forestry Superintendent, the Parks and Forestry Superintendent shall certify in writing as to the acceptance of the work and shall notify the City Purchasing Department.

MAINTENANCE OF PLANT MATERIALS

The contractor shall be responsible for providing a maintenance program for two growing seasons, beginning immediately after the tree is installed.

The maintenance program will consist of the following items performed at the indicated monthly intervals. The contractor shall notify the Parks and Forestry Superintendent when the work will be performed each month to verify completion.

June

- * Inspect trees for insects and disease.
- * Inspect trees for signs of mechanical and animal damage. Use shelters if needed.
- * Control weeds.
- * Water every week that there is less than an inch of rain.

July

- * Inspect trees for insects and disease.
- * Inspect trees for signs of mechanical and animal damage. Use shelters if needed.
- * Control weeds.
- * Water every week that there is less than an inch of rain.

August

- * Inspect trees for insects and disease.
- * Inspect trees for signs of mechanical and animal damage. Use shelters if needed.
- * Control weeds.
- * Water every week that there is less than an inch of rain.

September

- * Inspect trees for insects and disease.
- * Inspect trees for signs of mechanical and animal damage. Use shelters if needed.
- * Control weeds.
- * Water every week that there is less than an inch of rain.

October

- * Fertilized if needed.
- * Inspect trees for signs of mechanical and animal damage. Use shelters if needed.
- * Control weeds.
- * Install sun/winter crack protectors (tree shelter, cardboard, double layer of tree wrap) on trees with thin bark.

April/May (Second Year)

- * Remove sun protectors.
- * Remove tree staking from last years transplanted trees.
- * Mulch.

GUARANTEE PERIOD AND REPLACEMENTS

All plant material shall be guaranteed by the contractor during the duration of the two-season maintenance program.

The contractor shall replace, without cost to the City, and as soon as weather conditions permit, and within a specified planting period, all plants determined by the Parks and Forestry Superintendent to have died before the end of the guarantee period. Plants shall be free of dead or dying branches and branch tips, and like specimens shall bear matching foliage. Replacements shall be subject to all requirements stated in this specification.

In the event that a replacement plant is not acceptable at the end of the two-season maintenance program, the Parks and Forestry Superintendent may, or may not, elect subsequent replacement.

FINAL INSPECTION AND FINAL ACCEPTANCE

At the end of the two-season maintenance program, the Parks and Forestry Superintendent will inspect all work for final acceptance upon the written request of the contractor. The request shall be received at least ten (10) calendar days before the anticipated date for final inspection. Upon completion and re-inspection of all repairs or replacement in the judgment of Parks and Forestry Superintendent, certification of final acceptance of the project shall be issued in writing.

APPENDIX A SAMPLE PROPOSED MAINTENANCE BOND

Company Name _____

Maintenance and Guarantee Bond

We, _____, Contractor, as Principal, and
Name and address of Contractor

_____, as Surety, are held and firmly
Name and address of Surety

bound to the CITY OF WARREN, MACOMB COUNTY, MICHIGAN, in the sum of

_____ dollars (\$_____) for the payment of which
Amount of Bond

we each bind ourselves, our heirs, executors, administrators, successors and assigns to the
CITY OF WARREN.

The Principal has by written agreement dated _____, 20____, entered into a

Contract with the CITY OF WARREN, titled: _____
Name of Contract

and which Contract is attached and made a part of this instrument. The Contract in Section
205 of the General Conditions requires a Maintenance and Guarantee Bond warranting the
work for a minimum of two (2) years from the date of acceptance.

CONDITION:

The condition of this obligation is that the Principal has agreed with the City of Warren that for
a period of two (2) years from the date of acceptance of a planted tree, to replace and replant
any tree determined by the Parks and Forestry Superintendent to have died before the end of
the guarantee period. Whenever directed to do so by the City of Warren by Notice served in
writing,

either personally or by mail, on the Principal at _____
Address of Principal

and on the Surety at: _____
Address of Surety

the Principal shall proceed at once to make such repairs as directed by the City of Warren. In the event the Principal fails to make the repairs as directed within six months from the date of service of the Notice, the City of Warren shall have the right to purchase the materials and employ the labor and equipment as may be necessary to make the repairs and charge the expense to the Principal or Surety.

If any repair is necessary to be made immediately to protect life and property, the City of Warren may take immediate steps to repair or barricade the defects without Notice to the Principal. In such case, the City of Warren shall not be held to obtain the lowest bid, but all expenses actually paid shall be charged to the Principal or Surety. The judgment of the City of Warren is final and conclusive.

If the Principal for a period of ____ years from the date of payment of the Final Estimate shall keep the work performed under the Contract in good order and repair, except parts of the work disturbed without the consent or approval of the Principal after final acceptance of the work; and shall whenever Notice is given proceed to make repairs as the Notice directs; and reimburses the City of Warren for any expense incurred by making the repairs in the event the Principal or Surety failed to do so as specified; and fully indemnifies, defends and saves harmless the City of Warren from all suits and actions for damages of every kind brought or claimed on account of any injury or damage to person or property sustained from any of the acts or omissions or through the negligence of the Principal, servants, agents or employees in the prosecution of the work included in the Contract, and from any and all claims arising under the Worker's Compensation Act, then the above obligation shall be void, otherwise to remain in full force and effect.

Company Name _____

This Bond is given upon the express condition that any changes, alterations or modifications of the Contract, the extension of time or the placing of an inspector or superintendent on site by the City of Warren accordance with the provisions of the Contract, shall not operate in any way to release the Principal and Sureties.

SIGNED, SEALED AND DATED: _____, 20____.

Witness:

Name

Name

Principal:

Signature

Printed Name and Title

Witness:

Name

Name

Surety:

Signature

Printed Name and Title*

*Note: Attach copy of Power of Attorney

Company Name _____

CHECK LIST FOR BIDDERS**MISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR BID.**

- _____ Is your bid **PROPERLY SIGNED** on the **AUTHORIZED REPRESENTATIVE** portion of the **BID FORM, AND ALL CLAUSES AS INCLUDED IN THE BID DOCUMENT?**
- _____ If required, have you entered a unit price for each bid item?
- _____ **If requested**, have you entered the unit price? (Unit Price governs)
- _____ Is the envelope containing your bid properly identified that it is a sealed bid with Bid number and does it contain the correct project name and bid opening date?
- _____ Late bids will **NOT** be considered. **Bids must be received by the Purchasing Division before 12:30 P.M., Wednesday, on the date specified.**

Company Name _____