

City of Mt. Pleasant, Michigan

# **CONTRACT DOCUMENTS**

For

**2013 SPRING TREE BID**



**KATHLEEN L. LING**  
Mayor

**KATHIE GRINZINGER**  
City Manager

Prepared By:  
Division of Public Works

**ROBERT MURPHY**  
Street Department Superintendent

FEBRUARY 2013

City of Mt. Pleasant, Michigan

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**CITY HALL**  
 320 W. Broadway • 48858-2447  
 (989) 779-5300  
 (989) 773-4691 fax

**PUBLIC SAFETY**  
 804 E. High • 48858-3595  
 (989) 779-5100  
 (989) 773-4020 fax

**PUBLIC WORKS**  
 1303 N. Franklin • 48858-4682  
 (989) 779-5400  
 (989) 772-6250 fax

**NOTICE TO BIDDERS**  
**2013 TREE BID**

The City of Mt. Pleasant, Michigan, is requesting sealed bids at the Office of the City Clerk, City Hall, 320 West Broadway Street, Mt. Pleasant, Michigan 48858, until 1:30 p.m. (EST), on Tuesday, April 9, 2013, at which time and place the bids will be publicly opened and read. All bids shall be submitted in a sealed envelope, plainly marked "City of Mt. Pleasant - 2013 Tree Bid – April 9, 2013".

Proposals are solicited on a unit price basis, for the following:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>
Trees	Bare Root Minimum of 1 ¾ - 2 inch diameter	160

**No bid deposit, performance, labor, or material bond will be required.**

Notification of delivery is required at least one week in advance. **Deliveries without advance notification will not be accepted.** Delivery shall be made according to the bid specifications.

Complete specifications are available at the Public Works Building, 1303 North Franklin Street, Mt. Pleasant, Michigan 48858, (989) 779-5401, Monday through Friday, 8:00 a.m. to 4:30 p.m. or on the City's website [www.mt-pleasant.org](http://www.mt-pleasant.org), and click on the "Bids and Quotes" tab under the "Quick Links" section, located at the lower left corner of the webpage.

The City of Mt. Pleasant reserves the right to accept or reject any or all bids, to waive any irregularities in the bids, and to select the bid considered most advantageous to the city.

Robert Murphy  
 Street Superintendent  
 (989) 779-5409

Jeremy Howard  
 City Clerk

City of Mt. Pleasant, Michigan  
**INSTRUCTIONS TO BIDDERS**

1. **Proposals**

Proposals must be made upon the forms provided therefore, with the Bid amount both written and shown in figures, and all other data required submitted.

The Proposal, bound together with all Proposal Documents, must be enclosed in a sealed envelope marked as specified in the Notice to Bidders for such Bid and clearly indicating the name and address of the Bidder and must be received by the City Clerk, City Hall, 320 West Broadway Street, Mt. Pleasant, Michigan 48858, no later than the time and date specified in the Notice to Bidders. At such specified time, Proposals shall be publicly opened and read aloud.

2. **Basis of Proposals**

Proposals are solicited on the basis of unit price(s) and/or lump sum(s), as specified on the Proposal form.

The City of Mt. Pleasant (also referred to as "Owner"), reserves the right to accept any Bid, to reject any or all Bids, to waive any irregularities in the Bids, and to select the Bid considered most advantageous to the city.

3. **Comparison of Bids**

In comparing Bids, consideration shall be given to the time proposed for completion of the Contract, qualifications of Bidder, price differentials, alternate Proposals for the alternate items listed in the Proposal (if applicable), and any other pertinent factors. **The City of Mt. Pleasant grants a preference to businesses located within the Mt. Pleasant City Limits. The preference given is a differential above the low bid if the low bid is not from a City of Mt. Pleasant bidder. The differential allowed is 3% of the total for bids between \$5,000 and \$9,999 and 2% of the total for bids over \$10,000. The maximum credit allowed is \$1500.00.** The Owner reserves the right to make an award to the Bidder whose Proposal is deemed to be in the best interest of the Owner.

4. **Time**

Time is of the essence in the performance of the Contract, and each Bidder, by submitting a Proposal, certifies his/her acceptance of the time allowed by the Contract for the completion of the work specified.

5. **Indemnification**

The Contractor shall save and hold harmless the city and its employees from and against all claims, damages, losses, or expenses, including attorney's fees, arising out of or resulting from the performance of the work; provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent or willful act of omission of the contractor, subcontractor, employee, or anyone under their direction. The Contractor shall at his/her own expense, defend any and all such actions and shall pay all attorney's fees, costs, and expenses pertaining thereto.

6. **Bid Deposits**

Each Proposal shall be accompanied by a certified check, or a Bid Bond by a recognized Surety Company similar to a U. S. Government Standard Form Bid Bond, in the amount of five percent (5%) of the total amount of the Bid, made payable to the City of Mt. Pleasant, subject to forfeiture to the Owner in the event of failure on the part of the successful Bidder to enter into the attached form of agreement to do the work specified by said Proposal at the price and within the time stated therein. The Bid Deposit of all Bidders, except the three (3) lowest acceptable Bidders, shall be returned within two (2) weeks after opening of bids. The bid deposits of the three (3) lowest acceptable bidders shall be returned within 48 hours after the executed Contract(s) have been finally approved by the Owner.

7. **Liquidated Damages**

A liquidated damage clause, as given in the Contract form, provides that the Contractor shall pay the Owner as liquidated damages, and not as a penalty, the amount indicated in the Proposal for each and every calendar day that the Contractor may be in default of substantial completion of the work required under said Contract.

8. **Insurance and Bonds**

The successful Bidder will be required to execute (2) Bonds, in the form attached hereto, with Surety acceptable to the Owner and insurance, as follows:

- a. Bond in the amount of 100% of the Estimated Contract Price running to the City of Mt. Pleasant, Michigan, to insure the completion of the entire work, according to the statutes of the State of Michigan in effect at that time.
- b. Bond in the amount of 100% of the Estimated Contract Price running to the People of the State of Michigan for the protection of Subcontractors and Labor and Material Men, according to the statutes of the State of Michigan in effect at that time.
- c. Insurance in the amounts required by City Ordinance as specified in the Section 1 - General Construction Specifications, attached hereto.

The successful bidder shall be required to furnish for each set of executed Contract Documents, and conformed copies thereof, an original conformed Performance Bond, Labor and Materials Bond, Maintenance Bond, and Insurance Certificates.

9. **Permits and Local Codes**

The Owner shall procure the required permits for municipal sanitary sewer construction, municipal water system construction, and soil erosion control.

The Contractor shall obtain, at his/her expense, all other required local construction permits and shall comply with local building code and inspection requirements.

10. **Qualifications of Bidders**

It is the intent of the Owner to award the Contract to a Bidder fully capable, both financially and with regard to experience, to perform and complete all work in a satisfactory and timely manner. Evidence of such competency must be furnished on the forms included in the proposal, listing projects of similar difficulty, scope of work, and size, which the Bidder has satisfactorily undertaken and completed.

It is the intention of the City to award the contract to a Contractor whose ability and financial resources are fully equal to the task of performing the work in a satisfactory manner. With this in view, the Proposal calls for at least five (5) references, using specific names of persons to contact concerning the Contractor's ability to do this particular class of work. References from municipalities are preferred. The mere ability to furnish a Performance Bond shall not be accepted as sufficient evidence of responsibility on the part of the Bidder. The Bidder may also be required to furnish evidence of his current financial status.

11. **Interpretation of Documents**

If any Bidder is in doubt as to the true meaning of any part of the Plans, Specifications or any Contract Document, he/she may submit to the Owner a written request for an interpretation thereof. Any interpretation made in response to such a query shall be made only by Addendum, duly issued, and a copy of such Addendum shall be mailed or duly delivered to each prospective Bidder. The Owner shall not be responsible for any other explanation or interpretation of the Contract Documents. Alternative proposals that are suggested by bidders will be given consideration, if presented before the bid opening. If accepted, an addendum will be issued and sent out to all potential bidders, so that they may bid on the alternatives that have been identified.

12. **Execution of Bid Proposal**

A Bid Proposal, which is not signed by the individual making it, should have attached thereto a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the person for whom it is signed.

A Bid Proposal, which is signed by a partnership, shall be signed by all of the partners or by an Attorney-in-Fact. If signed by an Attorney-in-Fact, there should be attached to the Bid a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the partnership and such Power of Attorney shall be signed by all partners of the partnership.

A Bid Proposal, which is signed for a corporation, should have the correct corporate name thereof and the signature of the President, or other authorized officer(s) of the corporation, manually written below the corporate name and on the line indicating "By: \_\_\_\_\_." If such a Bid Proposal is manually signed by an officer other than the President of the corporation, a certified copy of a Resolution of the Board of Directors evidencing the authority of such officer(s) to sign the Bid Proposal should be attached thereto. Such a Bid Proposal should also bear the attested signature of the Secretary of the corporation and an impression of the corporate seal.

13. **Execution of Contract**

The successful Bidder to whom an award is made shall be required to enter into a written agreement, in the form attached hereto, within ten (10) days after receipt of a Notice of Award and copies of the documents to be executed. In the event the successful Bidder fails to comply with this provision, he/she may be considered by the Owner to have abandoned all his/her rights and interests in the award and his/her certified check or amount of the Bid Bond may be declared to be forfeited to the Owner, and the Contract may be awarded to another.

14. **Bidder Responsibility For Conditions of Work and Site**

The Bidder, or his/her representative, shall make personal investigation of the site of work and of existing structures and shall determine to his/her own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved in making connections to existing structures and pipes, and any and all other factors affecting the work proposed under the Contract.

The Bidder to whom the Contract is awarded shall not be entitled to any additional compensation by reason of conditions being different from those anticipated or by reason of his/her failure to fully acquaint himself/herself with the conditions at the site affecting the work of the Contract.

15. **Changes in Work**

If any change is required to be made in the work of the Contract, a payment adjustment therefore shall be determined as specified in the "TECHNICAL SPECIFICATIONS, Section 1 - General Construction Specifications" of the Contract.

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Revised: February 2006

City of Mt. Pleasant, Michigan

**PROPOSAL**

**2013 TREE BID**

**TO:** Office of the City Clerk  
 City of Mt. Pleasant  
 320 W. Broadway Street  
 Mt. Pleasant, MI 48858

**BID DATE: April 9, 2013**  
**TIME: 1:30 p.m.**

In accordance with the Specifications and other bid requirements here provided, the undersigned agrees to provide the bid items listed below at the price(s) set forth. This is a firm bid and not subject to withdrawal or change for a period of sixty (60) days. **Note: Advanced notification of delivery is required. Ginkgo biloba trees must be males only.**

All trees shall be bare root (B.R.) and a minimum of 1 3/4 - 2 inches in diameter. If you are bidding on substitute species, please list unit cost for acceptable substitutions as necessary.

**Division 1**

<u>BID ITEM</u>	<u>QTY</u>	<u>UNIT COST</u>	<u>TOTAL</u>
Eucommia ulmoides ( <i>Hardy Rubber Tree</i> )	<b>15 Trees</b>	\$ _____	\$ _____
Malus x 'Brandywine' ( <i>Brandywine® Crabapple</i> )	<b>12 Trees</b>	\$ _____	\$ _____
Acceptable Substitute: <u>Malus x 'Prairie Rose'</u>	12 Trees	\$ _____	\$ _____
Acceptable Substitute: <u>Malus x 'Klehm's Improved'</u>	12 Trees	\$ _____	\$ _____
Substitute (please specify) _____	12 Trees	\$ _____	\$ _____
Malus x 'Spring Snow' ( <i>Spring Snow Crabapple</i> )	<b>12 Trees</b>	\$ _____	\$ _____
Acceptable Substitute: <u>Malus x 'Snowdrift'</u>	12 Trees	\$ _____	\$ _____
Substitute (please specify): _____	12 Trees	\$ _____	\$ _____
Prunus serrulata 'Kwanzan' ( <i>Kwanzan Flowering Cherry</i> )	<b>20 Trees</b>	\$ _____	\$ _____
Acceptable Substitute: <u>Prunus sargentii 'Pink Flair'</u>	20 Trees	\$ _____	\$ _____
Acceptable Substitute: <u>Prunus subhirtella 'Autumnalis'</u>	20 Trees	\$ _____	\$ _____
Pyrus calleryana x 'Redspire' ( <i>Redspire pear</i> )	<b>20 Trees</b>	\$ _____	\$ _____
Acceptable Substitute: <u>Pyrus calleryana 'Aristocrat'</u>	20 Trees	\$ _____	\$ _____
Acceptable Substitute: <u>Pyrus calleryana 'Capital'</u>	20 Trees	\$ _____	\$ _____
Substitute (please specify): _____	20 Trees	\$ _____	\$ _____
Quercus rubra ( <i>Red Oak</i> )	<b>30 Trees</b>	\$ _____	\$ _____
Acceptable Substitute: <u>Quercus palustris (Pin Oak)</u>	30 Trees	\$ _____	\$ _____

<u>BID ITEM</u>	<u>QTY</u>	<u>UNIT COST</u>	<u>TOTAL</u>
Syringa reticulata ( <i>Japanese Tree Lilac</i> )	15 Trees	\$ _____	\$ _____
Ulmus x 'Frontier' ( <i>Frontier Elm</i> )	12 Trees	\$ _____	\$ _____
Ulmus x 'Morton' ( <i>Morton Elm</i> )	12 Trees	\$ _____	\$ _____
<b>Division 1 Total</b>		\$ _____	

**Division II**

Acer x freemanii 'Autumn Blaze' (Autumn Blaze Maple)	2 Trees	\$ _____	\$ _____
Ginkgo biloba Maidenhair Tree – <b>MALE ONLY</b>	6 Trees	\$ _____	\$ _____
Acceptable Substitute: <u>Ginkgo biloba 'Magyar'</u>	6 Trees	\$ _____	\$ _____
Acceptable Substitute: <u>Ginkgo biloba 'Halka'</u>	6 Trees	\$ _____	\$ _____
Zelkova serrata 'Green Vase' (Green Vase Zelkova)	2 Trees	\$ _____	\$ _____
Acceptable Substitute: <u>Zelkova serrata 'Wireless'</u>	2 Trees	\$ _____	\$ _____
Acceptable Substitute: <u>Zelkova serrata 'Village Green'</u>	2 Trees	\$ _____	\$ _____
Quercus acutissima (Sawtooth Oak)	2 Trees	\$ _____	\$ _____
Acceptable Substitute: <u>Quercus rubra (Red Oak)</u>	2 Trees	\$ _____	\$ _____

**Division II Total** \$ \_\_\_\_\_

**Total Bid** \$ \_\_\_\_\_

(FOB Mt. Pleasant, Michigan)

Dollars and Cents

(Written amount)

**Respectfully Submitted by:**

**COMPANY** \_\_\_\_\_ **DATE** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY/STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_ **FAX** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**PRINT NAME & TITLE** \_\_\_\_\_

**EMAIL** \_\_\_\_\_

**CITY OF MT. PLEASANT  
2013 TREE BID  
SPECIFICATIONS**

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**Requirements:**

1. All trees, unless otherwise noted, are to be bare-root certified nursery stock.
2. All trees shall be heeled in immediately after being dug and shall be covered with moist straw on the roots.
3. Each tree shall be individually tagged, identifying the species and variety.
4. Certification of nursery stock shall accompany the trees being delivered.
5. All trees shall be free of defects including, but not limited to, damage to the bark, branches and root system.
6. Trees shall have straight trunks.
7. Roots shall not be crushed or torn.
8. Trees shall be delivered in an enclosed trailer and/or the roots must be securely covered with a tarp to keep the roots from drying out during transport.
9. Trees that do not meet these standards will not be accepted.

**Alternate Species or Sizing:**

1. All trees shall be a minimum of 1 ¾ - 2 inches in diameter.
2. If any supplier is unable to obtain a particular sizing or species in any tree, an alternate sizing/species should be listed in the space provided for substitutions on the bid proposal sheet explaining the substitute. The City will consider these alternate species or sizes in determining the award of the bid. It will be advantageous to the bidder to meet or exceed the specified species and size.
3. Unacceptable species/variety substitutes are as follows:
  - a. Quercus robur (English Oak) is **not** an acceptable substitute for Quercus rubra (Red Oak).
  - b. Prunus serrulata 'Accolade' is **not** an acceptable substitute for Prunus serrulata 'Kwanzan'.

**Delivery:**

1. All bid prices shall be F.O.B., Mt. Pleasant and delivered to 1303 North Franklin Street, Mt. Pleasant, Michigan, 48858.
2. The trees shall be delivered in one load between the hours of 7:00 a.m. and 2:00 p.m., Monday through Friday. Deliveries should be arranged as soon as conditions in Michigan are proper for digging (ground is frost-free).
3. Unless otherwise specified, all trees are to be delivered no later than Tuesday, May 28, 2013.
4. **Notification of delivery is required at least one week in advance. This will allow us place the MISS DIG orders and give the required three-day dig notification. Delivery without advance notification will not be accepted.**

Please direct questions to:  
Bob Murphy, Street Department Superintendent  
City of Mt. Pleasant – Division of Public Works  
1303 N. Franklin Street, Mt. Pleasant, MI 48858  
Phone: (989) 779-5409 or 779-5401      Fax: (989) 772-6250  
Email: bmurphy@mt-pleasant.org