

**VILLAGE OF DEXTER
DEPARTMENT OF PUBLIC SERVICES
AND COMMUNITY DEVELOPMENT**

REQUEST FOR BIDS

**SPRING 2014 STREET TREE PLANTING
SPRING 2015 STREET TREE PLANTING**

Village of Dexter

8140 Main Street (mailing)
8123 Main Street (physical)
Dexter, MI 48130
Phone: 734-426-8303 ext. 15
FAX: 734-426-5614

BIDS ARE DUE BY NOON ON THURSDAY, MARCH 6, 2014

ADVERTISEMENT FOR BIDS

The Village of Dexter will receive sealed bids for:

SPRING 2014 & 2015 STREET TREE PLANTING

until **noon on Thursday, March 6, 2014** at the Village offices, 8123 Main Street, Dexter, MI 48130, at which time and place all bids will be publicly opened and read aloud. Bids will not be accepted electronically or by facsimile.

Bid packages may be obtained from the Community Development Manager at the Village offices, 8123 Main Street, Dexter, MI 48130 (Telephone: 734-426-8303 ext. 15; FAX 734-426-5614).

ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE, MARKED ON THE OUTSIDE WITH THE BIDDER'S NAME AND ADDRESS AND CLEARLY STATING, "BID FOR SPRING 2014 & 2015 STREET TREE PLANTING – VILLAGE OF DEXTER."

Bids must be submitted on the forms found herein, and must contain the names of every person or company interested therein. A validly binding contract is not created until all parties execute underlying agreement found in the Bid Documents.

The Village of Dexter reserves the right to accept, reject and/or modify any and all bids, and/or to waive any irregularities. No bidder may withdraw his or her bid, once it has been opened, for a period of sixty (60) days after the bid opening. The successful bidder will be required to furnish satisfactory proof of insurance in accordance with the specifications herein.

Michelle Aniol
Community Development Manager
Village of Dexter

INSTRUCTIONS TO BIDDERS

SPRING 2014 & 2015 STREET TREE PLANTING VILLAGE OF DEXTER

The Work

The Village of Dexter will receive sealed bids for SPRING 2014 & 2015 STREET TREE PLANTING FOR THE VILLAGE OF DEXTER. The scope of work will be in accordance with the specifications contained herein.

Proposals shall be submitted on the Bid Form provided herein and in accordance with the time given in the Advertisement for Bids. Proposals shall be submitted in a sealed envelope marked on the outside with the bidder's name and address and clearly stating, "**BID FOR SPRING 2014 & 2015 STREET TREE PLANTING – VILLAGE OF DEXTER.**"

Any inquiries or requests for clarifications must be submitted in writing, via fax or email, to:

Michelle Aniol
Community Development Manager
Village of Dexter
maniol@dextermi.gov
734-426-5614 (fax)

Qualifications of Bidders

The Contractor shall provide a minimum of three (3) references (name, address, location where service was provided, telephone number), where similar services have been provided in the past two (2) years.

Subcontractors

The bid shall contain a list of subcontractors to be used to complete the work, along with a description of each subcontractor's responsibilities and experience. Subcontractors shall abide by the provisions set forth herein.

Bid Form

Bids shall be submitted on the Bid Form included herein. Bid forms must be completed in ink or typewritten. All names must be typed or printed below the signatures.

Award of Contract

The Village reserves the right to accept, reject and/or modify any and/or all bids, to waive any and all irregularities/informalities and to negotiate contract terms with the successful bidder, and to disregard all non-conforming, non-responsive, or conditional bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of figures and the correct sum thereof will be resolved in favor of the correct sum. A validly binding contract shall not be created until all parties execute the contract.

Execution of Contract

The bidder to whom the contract is awarded shall execute two (2) copies of the contract and furnish insurance certificates as required. Failure to execute the contract and provide said certificates within ten (10) working days after award of the contract shall be considered abandonment of all rights and interests in the contract. Thereafter, the Village may, as its sole discretion, continue to pursue a contract with the delinquent bidder, award the contract to the next best-qualified bidder, or re-bid the project.

Additional Services

The Contractor and Village mutually agree that in the event the Contractor is to perform services beyond, or at variance with the scope and total price of this contract, such services shall be mutually agreed upon in writing in advance, with the agreed upon cost of such services included. The Contractor shall substantiate claims for payment for extra services with a written order signed by an authorized agent of the Village.

Emergency Telephone

The Contractor shall submit an emergency (24-hour) telephone number to the Village.

Future Service

The Contractor shall include in the bid a description of additional services available. The Contractor shall specify the typical response time and cost of such services.

Cause for Rejection of a Bid

Any one or more of the following causes may be considered sufficient for disqualification of a bidder and rejection of his/her bid:

- Evidence of collusion with other bidders.
- Lack of competency as revealed by consultation with references.
- Incomplete, unresponsive, or inadequate bid.

END OF INSTRUCTIONS TO BIDDER

BID FORM

SPRING 2014 & 2015 STREET TREE PLANTING
VILLAGE OF DEXTER

The Undersigned has read, fully understands and agrees with the specifications and bidding instructions and hereby accepts the conditions and requirements as part of this proposal.

The Undersigned deposes and says that as a responsible bidder submitting this bid, its agents, officers, or employees have not directly or indirectly entered into any kind of agreement, participated in any collusion, or otherwise taken any action in restraint of free and competitive bidding in connection with this proposal for this project.

The Undersigned further agrees to provide street tree planting in spring 2014 and 2015, subject to the terms, time schedules, and conditions set forth in the Request for Bids.

Submitted herewith is a bid for Spring 2014 and 2015 Street Tree Planting within the road right-of-way throughout the Village of Dexter. The bid includes labor, materials, equipment, transportation, and other costs necessary to provide the requested services.

TREES FOR SPRING 2014 and 2015 PLANTING

Species quantities will be selected following receipt of pricing.

<u>QTY</u>	<u>VARIETY</u>	<u>CALIPER (DBH)</u>	<u>UNIT PRICE</u>
TBD	Sugar Maple (Green Mountain) <i>Acer saccharum</i>	2" – 2 ½"	\$ _____
TBD	Magyar Ginkgo (male only) <i>Ginkgo biloba</i>	2" – 2 ½"	\$ _____
TBD	Thornless Honeylocust (Skyline) <i>Gleditsia triacanthos</i>	2" – 2 ½"	\$ _____
TBD	Japanese Zelkova (Greenvase) <i>Zelkova serrate</i>	2" – 2 ½"	\$ _____
TBD	Red Oak <i>Quercus rubra</i>	2" – 2 ½"	\$ _____
TBD	Autumn Blaze Maple <i>Acer freemanii</i> 'Jeffsred'	4" – 4 ½"	\$ _____
TBD	Yellowwood <i>Cladrastis kentukea</i>	2" – 2 ½"	\$ _____
TBD	London Plane Tree <i>Platanus occidentalis</i>	2" – 2 ½"	\$ _____
TBD	Hackberry <i>Celtis occidentalis</i>	2" – 2 ½"	\$ _____
TBD	Common Serviceberry (Cumulus) <i>Amelanchier laevis</i>	2" – 2 ½"	\$ _____
TBD	Kwanzan Cherry <i>Prunus 'Kwanzan'</i>	2" – 2 ½"	\$ _____
TBD	Winter King Hawthorn <i>Crataegus viridis</i>	2" – 2 ½"	\$ _____
	OPTION: Tree removal and disposal services		\$ _____

BID FORM (cont.)

By affixing his/her signature, Bidder certifies that he/she understands the scope of work, has inspected the work sites and agrees to perform services under existing conditions and those stated herein.

Signature: _____ Bid Date: _____

Name and Title (printed): _____

Complete Legal Name of Company: _____

Mailing Address: _____

Email Address: _____

Phone: _____ Cell Phone: _____

ANY AND ALL DEVIATIONS FROM PRECEDING SPECIFICATIONS ARE TO BE LISTED ON THE FOLLOWING LINES:

START DATE: _____ END DATE: _____

LOCATION OF GROWING NURSERY (include necessary certifications if stock received from outside of Michigan):

DELIVERY DATE: _____ TERMS: _____

END OF BID FORM

SPECIFICATIONS AND GENERAL CONDITIONS

SPRING 2014 & 2015 STREET TREE PLANTING VILLAGE OF DEXTER

I. Specifications and General Conditions

A. General

1. Village anticipates planting of up to 25 street trees each year for a total of 50 trees over a two year contract period (2014 & 2015).
2. Bidders are expected to hold their unit pricing for the 2014 and 2015 spring tree planting order from the Village of Dexter.
3. Bid price shall include supply of trees, installation, soil treatments and/or amendment, as specified herein.

B. Planting Stock Requirements

1. Trees shall be Michigan State Agriculture Department inspected and certified. Trees shall be nursery grown and dug for sale in conformance with the American Standard for Nursery Stock (Appendix 3), published by the American Association of Nurserymen. Nursery of origin of all trees shall be noted on the bid as plant material may be inspected. A Michigan Department of Agriculture certificate **will be required** for all planting from out-of-state. Stock obtained from municipal or government nurseries must meet relevant standards per the Michigan Insect Pest and Plant Disease Act, Public Act 189, 1931.
2. Unless otherwise specified all tree planting stock shall conform to American Association of Nurserymen Standards.
3. All trees shall be balled and burlapped. Trees shall to be two (2) to two and a half (2 ½) inches caliper (DBH), with a soil ball of twenty-four (24) inches minimum diameter. Height shall be within AAN standards (typically 12-14', maximum 16' for 2-2 1/2" caliper trees). Minimum branch height shall be 5-6' depending on species. Upon planting, remove burlap from top 1/3 of ball and bend back top of wire basket.
4. Unless otherwise allowed for specific reasons, all trees shall have comparatively straight trunks, well developed leaders and crowns and shall exhibit evidence of proper nursery pruning practices. Trees shall have acceptable balance and at the time of planting must be free from mechanical injuries and other objectionable features that affect future form and beauty of the plant.
5. Trees shall be true to name, and as specified on the Bid Form.
6. Contractor shall provide the Village with the opportunity to select the trees from the Contractor's yard, if applicable. The Contractor shall notify the Village of all delivery times in order that a representative of the Village can be present upon delivery to inspect the trees prior to off-loading. Trees shall be true to name, free of disease, insects, mechanical injuries, root and trunk damage, and other objectionable features. Trees exhibiting damage, or with evidence of pest infestation or disease will be rejected.

7. Contractor shall provide a one-year warranty on all trees.
8. The Village of Dexter will place the 2014 order no later than April 1, 2014.

C. Planting Method and Support

1. Tree planting within the Village of Dexter should follow the American National Standards Institute (ANSI) standards for tree planting, Tree City USA Bulletin No. 19 – How to Select and Plant a Tree (Appendix 1), OR Michigan Department of Natural Resources Tree Planting Guide (IC 4108) (Appendix 2).
2. Do not prune terminal leader or branch tips.
3. Prune away dead or broken branches only, and any suckers at crown.
4. Remove nursery applied tree wrap, tape, string or wire from tree trunk and crown. Remove any tags or labels.
5. Planting holes for balled and burlapped trees shall be a minimum of 24 inches greater than the diameter of the ball of soil to allow proper backfill. The hole shall be the depth of the rootball.
6. Remove and dispose of any rocks, roots or other foreign material encountered in excavation of the planting pit.
7. Break up (scarify) sides of planting hole.
8. Center rootball in planting hole. Leave bottom of planting hole firm. *Do not amend soil unless planting in poor or severely disturbed soil or building rubble.*
9. Set rootball level to grade or slightly above grade (1/2") if in clay soil.
10. Place planting mixture (excavated material from the tree pit amended with superphosphate at a rate of 2 lbs. per cubic yard of backfill) around the ball and carefully compact to fill in voids around and under sides of the root ball.
11. Backfill pit to approximately two-thirds full, then add water and allow the plant mix to settle. After water is absorbed, fill the planting pit with the rest of the plant mix and tamp lightly to grade and form a watering basin of the size indicated on the planting detail. **Contractor shall call for inspection prior to backfilling the tree pit.**
12. In poorly drained soil, artificial drainage may be provided for wet sites and species selection should be tolerant of poor drainage conditions. Soil amendments may be added to the backfill on sites where existing soils are not ideal for proper root development. Amendments should be added at a rate of one-third to two-thirds existing soil to minimize the effects of soil interface. Acceptable soil amendments are topsoil, compost, or peat moss.
13. Mulch 2 inches to 3 inches deep, leaving a 3-inch circle of bare soil around trunk of tree. Mulch shall not touch the tree's trunk or be piled higher than 3 inches.
14. Fold down or pull back string, burlap or plastic exposing rootball. Remove all non-biodegradable materials. *Do not remove soil from rootball.*
15. Tree trunks shall be suitably wrapped and guyed, or supported in an upright position, according to standard arboriculture practice. Guys or supports installed shall not girdle or cause serious injury to the tree nor endanger public safety.

D. Planting Locations

1. The Village will stake locations where tree shall be planted. The contractor shall contact MISS DIGG, prior to planting any trees.

2. No street tree shall be planted under or within 10 lateral feet of any overhead utility wire, or over or within 8 lateral feet of any underground utility wire.
 3. The Village shall confirm that trees will not be in conflict with underground utilities. Tree sites in locations where there are overhead lines shall be staked to avoid conflict with the lines. If obstructions are encountered that were not indicated, the Contractor shall not proceed with planting until an alternative location has been identified by the Village's representative.
 4. Planting will be localized within the right-of-way throughout the Village of Dexter, as determined by the Tree Board.
- E. Completion Date:** A planting schedule shall be included on a separate form, with starting and ending dates. No planting shall be carried out in frozen soil, and installation shall be completed no later than May 1, 2014. **Village strongly prefers that planting be completed the week of April 23th in conjunction with Arbor Day Celebrations.**
- F. Optional Tree Removal:** Tree removal services may be needed prior to the planting of a new tree. In the event tree removal of an existing tree is needed prior to the planting of a new tree, contractor agrees to remove existing tree, grind stump, if needed, back-fill of top soil, and debris removal.

II. Special Requirements

- A. HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the Village, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the Village, under this agreement.
1. The **Hold Harmless Agreement** provided at the end of this document shall be executed by the CONTRACTOR.
- B. Insurance Requirements:** The Contractor shall maintain such insurance that will provide indemnity for claims under workers' compensation acts and employer's liability; from claims for damages because of bodily injury, including death, to all others; and from claims for damages to property, any or all of which may arise out of or result from the Contractor's operations under this Contract, or from any subcontractor or anyone directly or indirectly employed by either of them.
1. Worker's Compensation – The Contractor shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of his/her employees employed at the site of the project, and in case any work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees is engaged in hazardous work under the Worker's Compensation statute, the Contractor shall provide and shall cause each Sub-Contractor to provide additional insurance satisfactory to the Village of Dexter for the protection of the employee not otherwise protected. Limits for employees liability of \$500,000/\$500,000/\$500,000.

2. Comprehensive General Liability Insurance – The Contractor shall take out and maintain during the life of this Contract such Public Liability and Property Damage insurance as shall protect him/her and any Sub-Contractor performing work covered by the Contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by himself/herself or by any Sub-Contractor or by anyone directly or indirectly employed by either of them and the amount of such insurance shall be as follows:

- a) Comprehensive General Liability Insurance – In the amount not less than \$1 million combined single limit coverage for injuries, including accidental death, and Property Damage Insurance in an amount not less than \$500,000 construed as including Contractor's Contingent or Protective Insurance if necessary to protect the Contractor from damage arising from operations under this Contract.
- b) Insurance Covering Special Hazards – The following special hazards shall be covered by rider or riders to the Public Liability and/or Property Damage Insurance policy or policies herein elsewhere required to be furnished by this Contractor or by separate policies of insurance, in amounts as follows: Non-anticipated.

Certificates from the insurance carrier shall set forth the amounts of coverage, policy numbers and expiration dates, name the Village of Dexter as co-insured, and also provide for ten days advance written notice of cancellation or reduction in coverage. If the Contractor is self-insured, the certificate of the appropriate State agency must be furnished to the Village. The purchase of insurance or furnishing of the aforesaid certificate shall not be a satisfaction of Contractor's indemnification of the Village.

- C. Responsibility of Contractor:** Except as otherwise specifically stated in the Contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, supervision, temporary construction of every nature, taxes legally collectable because of the work, and all other services and facilities of every nature whatsoever necessary to execute the work to be done under the Contract and deliver it complete in every respect within the specified time.
- D. Invoicing and Payment:** The Contractor shall either invoice the Village after trees are planted or at monthly intervals. Invoices shall specify the date(s) on which services being invoiced were provided.
- E. Exemption from Taxes:** The Village, as a governmental agency, is exempt from State and Municipal taxes. The bidder certifies that all taxes required to be paid by the bidder shall be so paid and that all such taxes are not included in the prices shown herein. Any applicable taxes must be shown as a separate item from the bid price.
- F. Subcontractors and Vendors:** If applicable, the Contractor shall provide written certification that all subcontractors and vendors have been paid in full before release of payment by the Village.
- G. Change in Specifications:** Any proposed change in this Contract shall be submitted to the Village for its prior approval and the Village will make the change by a Contract modification.

The Village may at any time, by a written order and without notice to the sureties, make changes within the general scope of this Contract. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this Contract, whether changed or not changed by any

such order, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided, however, that the Village, if the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Contract. However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

H. Independent Contractor: The Contractor is employed by the Village as an Independent Contractor and has and retains the right to exercise full control and supervision of the services, employment, direct compensation, and discharge of all persons assisting in the performance of the services hereunder. The Contractor agrees to be solely responsible for all matters relating to payment of employees, compliance with Social Security requirements, withholding requirements, Workers' Compensation payments, Fair Labor Standards and all other regulations governing such matters.

I. Termination for Convenience of the Village: The Village, by written notice, may terminate this Contract, in whole or in part without cause for the convenience of the Village. The Village shall provide the Contractor with written notice of such termination at least fifteen (15) days before the effective date of such termination.

If the Village exercises the right to terminate this Contract because of conditions that are beyond the control of the Village, such termination shall have immediate effect upon receipt of written notice by the Contractor.

Under the termination provisions of this paragraph, the Contractor shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as possible. The Contractor shall immediately submit to the Village a final invoice, subject to Village audit, for any amount of the value of work actually performed up to the effective date of termination plus the allowable portion of the Contractor's profit computed from the total Contract price. After payment of such sum by the Village, the Village shall be under no further obligation to the Contractor.

In the case of termination for conditions which are beyond the control of the Village, a cost termination inventory and independent audit of the project accounts that accurately reflect the actual costs incurred by the Contractor shall be submitted to the Village as a condition precedent to payment by the Village.

If this agreement is terminated due to the fault of the Contractor, Section 12 hereof relative to termination shall apply.

J. Termination for Cause: Acceptance of the bid is conditioned upon proper delivery of trees and tree planting services and written assent to the terms herein. In the event of failure by the successful bidder to deliver the services in accordance with the terms of the Agreement, the contract may be deemed null and void and the amount due from the work performed forfeited as liquidated damages unless written agreement is obtained to extend the termination date.

If the Contractor fails to perform in a timely and proper manner any obligation under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the Village may consider the Contractor to be in default and terminate this Contract. Such termination shall be by written notice specifying the effective date thereof.

Termination in accordance with the above shall not relieve the Contractor of any liability to the Village for damages sustained as a result of any breach of Contract or default by the Contractor. Upon the default of the Contractor and the termination

of this Contract, the Village may withhold any payments due the Contractor and apply the same as a set off against damages sustained by the Village as a result of the Contractor's default.

- K. Assignment:** The Contractor shall not assign or transfer any interest in the Contractor or delegate its performance of duties except upon written approval of the Village, which approval shall not be unreasonably withheld. Consent to assign, transfer or delegate any interest or performance of this Contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract.

END OF GENERAL CONDITIONS AND SPECIFICATIONS

HOLD HARMLESS AGREEMENT

"To the fullest extent permitted by law, _____, agrees to defend, pay in behalf of, indemnify, and hold harmless the Village of Dexter, its elected and appointed officials, employees and volunteers and others working for or in behalf of the Village of Dexter, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village of Dexter, its elected and appointed officials, employees, volunteers or others working in behalf of the Village of Dexter, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract."

Signature

Date