March 26, 2024

REQUEST FOR PROPOSALS

NOTICE TO BIDDERS

It is the intent of the City of Grand Haven to contract with a contractor who will supply and plant trees within the City limits per the specifications provided.

Sealed proposals must be received by the City of Grand Haven, 519 Washington Avenue, Grand Haven, Michigan, 49417, Attn: Ms. Maria Boersma, City Clerk, until 10:00 a.m. local time, Wednesday, April 10, 2024, at which time the proposals will be publicly opened and read aloud. Proposals must be submitted on the official proposal form attached. Sealed proposal envelopes must be clearly marked on the outside "Tree Planting - 2024."

Copies of the Requests for Proposals (RFP) that contain the minimum specifications and official proposal forms are available at the City Clerk's office at City Hall, 519 Washington Avenue, Grand Haven, Michigan 49417, at the Department of Public Works office, 1120 Jackson Street *(this is not a mailing address)*, or online from the City's Web site: www.grandhaven.org.

Any questions regarding this RFP or the minimum specifications shall be directed to Timothy Price, Assistant City Manager for the City of Grand Haven at 616-847-4888.

The City of Grand Haven reserves the right to reject any or all bids or any parts of the same, to waive any irregularities and to accept any bid in its own best interest.

Timothy Price Assistant City Manager City of Grand Haven

March 26, 2024

INSTRUCTIONS TO BIDDERS

- 1. **SPECIAL CONDITIONS:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
- 2. **APPLICABLE LAWS:** The revised code of the state of Michigan, Charter of the City of Grand Haven, and all city ordinances insofar as they apply to the laws of competitive bidding, contracts, and the purchases, are made a part hereof.
- 3. **WORKMEN'S COMPENSATION:** In so far as Workmen's Compensation is concerned, the bidder of contractor agrees to furnish. Upon request, certified copies of policies and adequate certificates pertaining thereto as evidence that bidder carries Workmen's Compensation Insurance.
- 4. **INFRINGEMENTS AND INDEMNIFICATIONS:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process. article, or device that may enter into the manufacture, construction, or form as part of the work covered by either order or contract and he/she further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages sustained by a party or parties, by or from any of the acts of the contractor, his/her servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amounts of which will be determined by the City whenever such insurance is deemed necessary, when so required the types and amounts of insurance to be provided will be set forth in the Bid Document.

5. **DEFAULT PROVISIONS:** In case of default by the bidder or contractor, the City of Grand Haven may procure the articles of services from other sources and hold the bidder or contractor responsible for any excess costs occasioned thereby.

In case of an error by the bidder in making up a proposal, the City Manager may reject such a proposal upon presentation of a petition accompanied by a sworn affidavit of error which sets forth the error, the cause thereof and sufficient evidence to substantiate the claim.

- 6. **PRICING:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
- 7. **QUANTITIES:** When approximate quantities are stated, the City reserves the right to increase or decrease the quantity as best fits its needs.
- 8. **DELIVERY:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.

9. **SPECIFICATIONS:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded, a contract will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

- 10. **SAMPLES:** Samples, when requested, shall be filed prior to the opening of bids and must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
- 11. **TAXES:** Contractor shall include and be deemed to have included in his bid and contract price Michigan State Sales and Use Taxes currently imposed by Legislative enactment and as administered by the Michigan Department Treasury, Revenue Division, on the bid date. If the Contractor is not required to pay or bear the burden, or obtains a refund or drawback in whole or in part of any Michigan Sales or Use Tax, interest or penalty thereon, which was required to be and was deemed to have been included in the bid and contract price, the contract price shall be reduced by the amount thereof and the amount of such reduction, whether as a refund or otherwise, shall endure solely to the benefit of the City of Grand Haven.
- 12. **BID INFORMALITIES AND REJECTION:** The City reserves the right to waive any nonconformity, irregularity or informalities in any bid, to negotiate with the selected bidder and to award the bid in its determination of its best interest.
- 13. **AWARD:** Unless otherwise specified in the Bid Document the City reserves the right to accept or reject any item in the bid. Unless otherwise stated in the Bid Document, bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

As soon as the Award is made, an order or contract documents will be sent to the successful bidder for execution and bond if necessary. If the contracts are not executed and returned to the Purchasing Agent within 10 days of the date of sending, the Bid Survey, if required, will be declared forfeited as liquidated damages.

- 14. **PAYMENTS:** Partial payments may be made upon presentation of a properly executed claim voucher, unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment have been fully delivered and accepted or the work completed to the full satisfaction of the City.
 - a) A minimum 10% retainer shall be held by the City pending satisfactory completion of the scope and/or expiration of the warranty period.
 - b) Increases in contract cost shall be approved in writing, prior to excess expense being incurred. Approval of increases may require formal action by City Council.

15. **BIDDER'S SIGNATURE:** Each proposal and bid surety form must be signed by the bidder with his usual signature. All signatures should be in full.

Bids by partnership must be signed by one or more of the partners in the following manner: "John Jones and James Smith, D.B.A., Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

- 16. **SUBMISSION AND RECEIPT OF BIDS:** Inquires involving an expenditure exceeding the limits established in the City Charter usually require advertising over a period of at least 5 days prior to scheduled bid opening. Proposals of the nature are publicly read at 10 o'clock AM (unless otherwise noted) on the date bids are scheduled to be received.
 - a) Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
 - b) Bidder must use the bid document proposal forms furnished by the City as none other may be accepted.
 - c) Proposal forms must be returned intact.
 - d) Removal of any thereof may invalidate the bid.
 - e) Specifications and plans referred to in this bid document by reference only, need not be returned with the bid, however, no excision of material physically incorporated in the bid document will be permitted.
 - f) Bids are to be submitted in sealed envelopes and identified as requested in the specifications.
 - g) Separate proposals must be submitted on each reference number and proposals shall be typewritten or written in ink.
 - h) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
- 17. **INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** No oral interpretation will be made to any bidder as to the meaning of the bid and/or Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Grand Haven. Any inquiry received within a reasonable time prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be on file in the Clerk's office of the City of Grand Haven.
- 18. **CHANGES AND ADDENDA TO BID DOCUMENTS:** Each change or addenda issued in relation to this bid document will be on file in the Clerk's Office of the City of Grand Haven. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of the bid documents.

It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda. Information on all changes or addenda issued will be available at the office of the City Purchasing Agent.

IF BID SURETY IS REQUESTED ON PROPOSAL FORM, PLEASE OBSERVE THE FOLLOWING:

- 19. **BID SURETY:** All Proposals must be accompanied by the bid bond, deposit of cash, certified check, bank cashier's or bank official's check, drawn on a solvent bank payable to the Treasure of the City of Grand Haven in the amount determined by the City as stated in the Proposal Form, as a guarantee that if the bid is accepted a contract will be entered into.
 - a) The City will determine the sufficiency of the surety.
 - b) The bid bond should be executed by an authorized surety, guaranty, or trust company.
 - c) If corporate surety is given, the surety or guaranty company should indicate the bond in the State in which it is incorporated. A certificate of authority authorizing the "attorney-in-fact" to sign the bond, should accompany the Bid Document unless the certificate is on file in the Office of the City Purchasing Agent.
 - d) The surety signature should be witnessed.
- 20. **SURETY:** The successful bidder may be required to furnish a bond or certified check on a solvent bank, payable to the Treasurer of the City of Grand Haven in the amount stated in the Proposal Form as a guarantee for the faithful performance of the contract. At a minimum a 10% retainer shall be held by the City pending satisfactory completion of the scope and/or expiration of the warranty period.
 - 21. INSURANCE REQUIREMENTS: The Contractor will secure and maintain insurance during the term of the contract from an insurance company authorized to do business in the State of Michigan that will protect contractors and subcontractors and the City from all liability (public liability, personal injury and property damage) claims which may arise from operations under the contract. The Contractor may not start work until evidence of all required insurance has been submitted and approved by the City. The contractor must cease work if any of the required insurance is canceled or expires. Three (3) copies of certificates of insurance shall be submitted to be approved by the City prior to the execution of the contract. The Certificate shall specifically name the City as an additional insured party. The certificates must contain the agreement of the insurance company notifying the City in writing ten (10) days prior to any cancellation or material alteration of the policy. The Contractor shall not allow any work under the contract to be performed by a subcontractor unless evidence of similar insurance covering the activities of the subcontractor is submitted to and approved by the City. The limits of insurance shall not be less than the following:
 - A. Workers Compensation Insurance in the amount required by Michigan Law.

Aggregate

B. General Liability:

Bodily Injury and Property Damage combined Each Occurrence

\$1,000,000.00 \$1,000,000.00

Personal Injury \$1,000,000.00

C. Automobile Insurance for Vehicles

 Bodily Injury Each Person Bodily Injury Each Person Bodily Injury Each Accident
 Property Damage Each Accident
 \$1,000,000.00

Property Damage Each Accident \$1,000,000.00
22. REFERENCES: Please list three (3) references (Municipal Government) wherein your company has provided a trees and tree planting services proposed for the City of Grand Haven. Failure to list references may result in your company being disqualified.
CONTACT TELEPHONE

| CITY | ADDRESS | PERSON | NUMBER |
|------|---------|--------|--------|
| A | | | |
| B | | | |
| C | | | |

NOTE

Previous experience and performance may be a factor in making the award.

TREE PURCHASE AND PLANTING SPECIFICATIONS

1) Scope

- A. Provide to the City of Grand Haven trees and tree planting service within the city limits and the designated locations chosen by City staff.
- B. These specifications, including drawings and plant materials lists, apply to those items necessary for and incidental to the execution and completion of planting as indicated herein.
- C. All labor, supervision, equipment, materials, and supplies necessary for the execution of the work shall be provided for by the Contractor at no additional cost to the City of Grand Haven.
- D. Reasonable care shall be exercised during excavation, planting, filling, grading, and cleanup, to protect from damage all existing trees, shrubs, and other specified vegetation, and other site features, improvements, structures, and utilities.

2) Applicable Specifications and Standards

- A. American Standard for Nursery Stock, ANSI Z60.1. current edition. American Nursery and Landscape Association, 1000 Vermont Ave. NW, Suite 300, Washington, D.C.20005
- B. *Index of Garden Plants: The New Royal Horticultural Society Dictionary.* By Mark Griffiths. 1994. Timber Press, Inc. Portland OR.
- C. *American National Standard for Tree Care Operations, ANSI A300* -most current edition. International Society of Arboriculture, PO Box 3129, Champaign IL 61826-3129.

3) Planting Season

- A. Planting shall be done between April 16 and May 24, 2024.
- B. If special conditions exist that warrant a variance in the above planting dates, a written request shall be submitted by the Contractor to the City of Grand Haven stating the special conditions and the proposed variance. Permission for the variance will be granted at the discretion of the City of Grand Haven.

4) Materials

A. A complete list of plants, including a schedule of quantities, sizes, and other requirements is included. In the event that discrepancies occur between quantities of plants indicated in the Plant List, and as indicated on the Drawings, the plant quantities indicated on the Drawings shall govern.

The Contractor shall furnish a written list of the proposed sources of nursery stock. Such a list shall be furnished with completed bid documents. Such list may not be added to or altered without the consent of the Purchaser.

All plant material shall conform to *American Standard for Nursery Stock*. Plants shall be true to species and variety specified and nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project for at least 2 years. They shall have been freshly dug (during the most recent favorable harvest season). Plants shall be so trained in development and appearance as to be unquestionably superior in form, compactness, and symmetry. They shall be sound, healthy, vigorous, well branched and densely foliated when in leaf, and free of disease and insect adults eggs, pupae or larvae. They shall have healthy, well-developed root systems and shall be free from physical damage or other conditions that would prevent thriving growth.

Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged, cut, or crooked leader, included bark, abrasion of bark, sunscald, disfiguring knots, insect damage, mold, prematurely opened buds, or cuts of limbs over 3/4 inch (2 cm) diameter that are not completely callused are cause for rejection.

Balled and burlapped plants shall be dug with solid balls of standard size, the balls securely wrapped with non-synthetic, untreated, biodegradable burlap, and tightly bound with non-synthetic, biodegradable rope or twine. Alternatively they may be placed in wire basket lined with non-synthetic, untreated, biodegradable burlap and tightly bound with non-synthetic, biodegradable rope or twine. Root collar shall be apparent at surface of ball. Bare root plants shall have a healthy, well branched root system characteristic of the species and with adequate spread. Containerized plants shall be well established in the container with a root system sufficiently developed to retain its shape and hold together when removed from the container. Plants shall not be pot bound, nor have kinked, circling, or bent roots. Root collar shall be apparent at surface of ball.

Plants shall conform to the measurements specified, except that plants larger than those specified may be used if approved by the Purchaser. Use of larger plants shall not increase the contract price nor allow the Contractor to use smaller than specified material on other plants. If larger plants are approved, the root ball, root spread, or container shall be increased in proportion to the size of the plant.

Caliper measurements shall be taken on the trunk 6 inches (15 cm) above the root collar for trees up to 4 inches (10 cm) in caliper, and 12 inches (30 cm) above the root collar for trees over 4 inches (10 cm) in caliper. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to branch tip. Plants shall be measured when branches are in their normal position. If a range of size is given, no plant shall be less than the minimum size,

and no less than 50 percent of the plants shall be as large as the maximum size specified. Plants that meet measurements but do not possess a normal balance between height and spread shall be rejected.

Substitutions of plant materials will not be permitted unless authorized in writing by the Purchaser. If proof is submitted, substantiated in writing, that a plant specified is not obtainable, consideration will be given to the nearest available size or similar variety, with a corresponding adjustment of the contract price.

- B. All plants shall be labeled by size and scientific plant name as listed in the current edition of *Index of Garden Plants*. Labels shall be attached securely to all plants, bundles, and containers of plant materials when delivered. Plant labels shall be durable and legible, with information given in weather-resistant ink or embossed process lettering.
- C. Mulching material shall consist of aged or composted wood chips or shredded bark and shall be free of material injurious to plant growth. Wood chips shall be 1/8 inch nominal thickness with at least 50 percent having an area of not less than 1 square inch and no piece having an area of more than 6 square inches.
- D. Water shall be provided by the City of Grand Haven and be suitable for irrigation and free from ingredients harmful to plant life.
- E. Trunk wrapping material, if specified, shall be perforated drainage tubing or similar material approved by the Purchaser, large enough in diameter to prevent abrasion of the trunk and to allow air circulation between the tubing and the trunk.
- F. Guying and staking materials shall be as follows. Stakes shall be 6' to 8' long sections of unflanged metal or 2" x 2" hardwood. Support ties shall be 2" or wider bands of polypropylene, or elasticized or webbed strapping. Ground anchors shall be arrowhead shaped earth anchors of malleable iron castings, aluminum castings, or stamped steel, wooden anchors may also be used.

5) Certification

A. All plant materials, shipments, and deliveries shall comply with state and federal laws and regulations governing the inspection, shipping, selling, and handling of plant stock. A certificate of inspection, or a copy thereof, for injurious insects, plant diseases, and other plant pests shall accompany each shipment or delivery of plant material. The certificate shall bear the name and address of the source of the stock.

6) Selection and Tagging

- A. Plants shall be inspected upon delivery, and the City of Grand Haven reserves the right to reject any plants that do not meet the standards or that have been damaged during shipment. Such approval shall not impair the right of inspection and rejection during progress of the work.
- B. A Contractor's representative shall be present at all inspections.
- C. The Purchaser shall be the sole judge of acceptability of stock at any time during the course of this contract.

7) Digging and Handling Plant Materials

A. Plants to be balled-and-burlapped shall be dug with firm, natural balls of earth of diameter not less than that recommended in the current edition of *American Standard for Nursery Stock*, and of sufficient depth to include fibrous and feeding roots. The root collar shall be within the top 2" of the soil ball. Balled and burlapped plants with manufactured balls or balls that are dry, cracked, or broken before or during planting operation will not be accepted.

8) Transportation and Storage of Plant Material

- A. Fresh dug material is given preference over plant material held in storage. Plant material held in storage will be rejected if excessive growth or dieback of branches has occurred in storage.
- B. Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.
- C. During transportation of plant material, the Contractor shall exercise care to prevent injury and drying out of the trees. Should the roots be dried out, large branches broken, balls of earth broken or loosened, or areas of bark torn, the City of Grand Haven may reject the injured tree(s) and order them replaced at no additional cost to the Purchaser.
- D. The root systems of each load of bare root stock sent from the storage facility shall be adequately covered with wet soil, sawdust, wood chips, moss, peat, straw, hay or other acceptable moisture-holding medium, and shall be covered with an openmesh tarpaulin or canvas. Loads that are not protected in the above manner may be rejected.
- E. Plants must be protected at all times from sun or drying winds; Those that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil covered with wood chips or other acceptable material, and kept well watered. Plants shall not remain unplanted any longer than 3 days after delivery without permission from the purchaser. 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 with suitable support of the soil ball to avoid damaging it.

9) Delivery

- A. Bid prices shall include delivery to the Purchaser's site. Detailed locations shall be provided upon award of contract.
- B. Plant materials shall not be shipped C.O.D., and any shipment so made will be refused by the Purchaser.
- C. The Contractor shall give the Purchaser notice of delivery time 3 to 5 days prior to delivery.

10) Excavation of Planting Areas

- A. The City of Grand Haven will stake all planting areas. The Contractor will notify Miss Digg Hotline to verify location of underground utilities before excavation begins. The Contractor shall be responsible for assuring that utility marking is complete before excavation begins. The Contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.
- B. The Contractor shall excavate planting designated by the City of Grand Haven. Excavation may be done by shovel, backhoe or stump grinder, but a soil auger may not be used. The planting hole shall be 1.5 to 2 times the diameter of the soil ball. The soil pad on which the soil ball or root ball will be placed shall be of undisturbed soil. The depth of the pad shall correspond to the distance from the bottom of the soil ball to the root collar, or slightly less. Glazed planting hole surfaces shall be sufficiently roughened prior to backfilling.
- C. Excavated planting holes that will be left open when work is not in progress or pose an immediate and considerable hazard to pedestrians or vehicles shall be adequately barricaded with appropriate warning devices.
- D. The Contractor shall notify the City of Grand Haven, in writing, of soil conditions or other obstructions the Contractor considers detrimental to tree growth. Such conditions shall be described, as well as suggestions for correcting them. Proper water drainage must be assured.

E. Where soil conditions or below ground obstructions which cannot be remedied are encountered, the Purchaser shall designate alternate planting locations. The Purchaser shall bear any costs associated with such relocation.

11) Planting Operations

- A. Plants must be protected from excessive vibrations. Plants shall not be thrown or bounced off a truck or loader to the ground. Plants shall not be dragged, lifted, or pulled by the trunk or foliage parts in a manner that will loosen the roots in the ball.
- B. Plants shall be set with the top of the root collar at or slightly above finished grade. Plants must be centered in the hole and set plumb. Plants shall be set so that they will be at the same depth 1 year after planting. Bare root plants shall have their roots spread into a natural position, free of bunching, kinking, or circling. All broken or damaged roots shall be cut back to the point where they are clean and free of rot. No other root pruning shall be done.
- C. For plants in plastic, metal or biodegradable containers, the container shall be removed before planting. If roots are crowded or coiled on the bottom, sides, or surface of the root ball, they shall be gently separated from the edges or surface.
- D. For all plants moved with a tree spade, all holes and cavities between the ball and the surrounding soil shall be filled. Glazed planting hole surfaces shall be sufficiently roughened prior to backfilling. The ball shall be thoroughly soaked with water after planting.
- E. Removal of ropes, strings, wire baskets, burlap, and other wrappings from plants. Once the tree is set and backfilled, any rope, string or twine should be removed from around the trunk. The Contractor will ensure that within 60 days, all ropes, strings, burlap, and other wrappings will have decomposed so as not to restrict growth of trunk and roots. If this has not occurred, the contractor must remove the restricting materials within one week of notification by the purchaser.
- F. Planting holes shall be backfilled with excavated soil. When holes are approximately two-thirds full, they shall be thoroughly watered to eliminate air pockets. After this initial watering, excavated soil shall be installed to the top of the hole and watered. Prevent puddled soil conditions by avoiding compaction once the soil is wet. If burlap and wrappings are not removed they must be covered with soil.
- G. Planting areas shall be finish-graded to conform to drawings after full settlement has occurred.
- H. All plants shall be mulched over the root system with a 3-4-inch layer of aged wood chips or bark immediately after planting. Mulching material shall be pulled back no less than 3" and no more than 6" from the trunk.
- I. Plants shall be thoroughly watered immediately after planting.
- J. All twine, rope, transit guards or wrappings, and plant labels secured around the trunk or branches shall be removed after planting is completed.

12) Guying, Staking, Wrapping, and Pruning

- A. Only those plants designated by the City of Grand Haven shall have trunk protection installed.
- B. The trunk protection shall be secured at the top and bottom of the trunk in a manner so as not to restrict or damage the bark (see specification 4-E). The City of Grand Haven will be responsible for removing trunk protection after a one year period.

- C. All trees shall be staked and guyed. Ties made of approved material shall be attached directly to the stakes or may be attached to stakes by wire. In no case shall the wire extend around the tree trunk. Ties should be attached loosely enough to allow a small amount of play in the trunk. For drooping stems, ties shall be placed at the point on the stem at which the top can stand up on its own. Stakes shall be driven outside the root ball. For trees larger than 3" in caliper, use ties attached to 3 guy wires and ground anchors. Ground anchors are to be driven at about a 45-degree angle to the ground and placed at 120-degree intervals around the trunk. Staking and guying shall further conform to the drawings. The Contractor will be responsible for removing all stakes and straps after a one year period. These stakes and straps will remain the property of the Contractor and should be figured into the bid.
- D. Double leaders, dead branches and any branches damaged or broken during the planting process shall be the pruned. This shall be the only pruning allowed at planting. Pruning shall conform to *American National Standard for Tree Care Operations, ANSI A300*.

13) Cleanup

A. Soil, branches, binding and wrapping material, rejected plants, or other debris resulting from any tree planting shall be promptly cleaned up and removed. The work area shall be kept safe and neat at all times until the cleanup operation is completed. Under no condition shall the accumulation of soil, branches, or other debris be allowed upon a public property in such a manner as to result in a public hazard.

14) Acceptance

- A. The Purchaser shall perform an inspection with the Contractor of all plant material after the original planting to note and correct any discrepancies.
- B. Acceptance of plant material by the Purchaser shall be for general conformity to specified size, character, and quality and shall not relieve the Contractor of responsibility for full conformity to the contract documents, including correct species.
- C. Upon completion and reinspection of all repairs or renewals necessary in the judgment of the Purchaser, the Purchaser shall certify in writing that the work has been accepted. Any plant work so accepted will be paid within 30 days at the contract bid price, unless previously negotiated otherwise.
- D. Work may be accepted in parts when the Purchaser and Contractor deem that practice to be in their mutual interest. Approval must be given in writing by the Purchaser to the Contractor verifying that the work may be completed in parts. Acceptance of work in parts shall not waive any other provision of this contract.

15) Guarantee Period and Replacement

- A. The Contractor shall guarantee all plants to be healthy and in flourishing condition for one year from the date of acceptance.
- B. The Contractor shall remove and replace, without cost, and as soon as weather conditions permit, and within a specified planting period, all plants not in a healthy and flourishing condition as determined by the City of Grand Haven any time during the guarantee period. Replacements shall be subject to all requirements stated in this specification.

- C. The guarantee of all replacement plants shall extend for an additional period of one year from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of the said extended guarantee period, the City of Grand Haven may elect subsequent replacement or credit for that item.
- D. The City of Grand Haven shall be responsible for all maintenance of the trees during the guarantee period.

16) Final Inspection and Acceptance

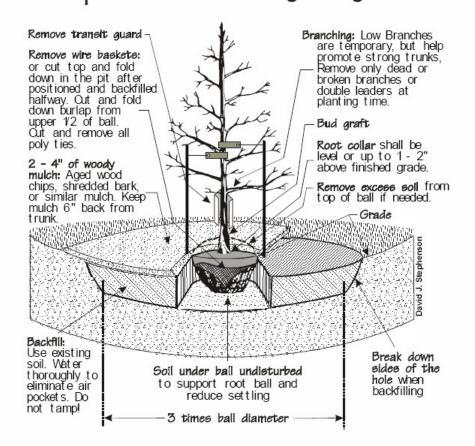
A. At the end of the guarantee period and upon written request of the Contractor, the City of Grand Haven shall inspect all guaranteed work for final acceptance. The request shall be received at least 5 working days before the anticipated date for final inspection. Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the Purchaser at that time, the Purchaser shall certify, in writing, that the project has received final acceptance.

| Tree | Ball | Hole | Hole | 3'wide | 4' wide | 5' wide | 6' wide |
|---------|----------|----------|--------|----------|------------|-----------|-----------|
| Caliper | Diameter | Diameter | Area | Terrace | Terrace | Terrace | Terrace |
| 1" | 16" | 48" | 12 ft2 | 3' x 4' | N/A | N/A | N/A |
| 1.5" | 20" | 60" | 20 ft2 | 3' x 7' | 4' x 5' | N/A | N/A |
| 2" | 24" | 72" | 28 ft2 | 3' x 9' | 4' x 7' | 5' x 5.5' | N/A |
| 2.5" | 28" | 84" | 39 ft2 | 3' x 13' | 4' x 10' | 5' x 8' | 6' x 6.5' |
| 3" | 32" | 96" | 50 ft2 | N/R | 4' x 12.5' | 5' x 10' | 6' x 8' |

Table 1. Converting a Circular Hole to a Rectangular Planting Space

N/R = Not Recommended

N/A = Not Applicable (circular hole fits in given space)



Proper Tree Planting Diagram

Stake only if you have to. Use 2-3"-wide webbing straps and secure to stakes with heavy gauge wire. The wire should be able to stick straight out from the stake and hold the webbing strap up, preventing it from sliding down the tree. Do not stake tightly - trees gain strength from movement. Remove all stakes after one year.

Use of tree wrap is not recommended, as it causes a number of problems for the tree.

March 26, 2024 PROPOSAL FORM

Ms. Maria Boersma, City Clerk 519 Washington Avenue Grand Haven, Michigan 49417

Date

Dear Ms. Boersma:

Completely in accordance with your notice, instructions and specifications for proposal, dated March 26, 2024, we propose to supply and deliver the following 100, 1.5" caliper trees at the net prices quoted below:

Complete Tree Planting of one hundred (100) trees, to the caliper specified Balled and Burlapped:

| Qty | Item | Each | Cost |
|-----|---|------|------|
| 20 | American Hornbeam <i>[Carpinus caroliniana]</i> | | |
| 20 | London Plane Tree <i>[Platanus x acerifolia</i>] | | |
| 20 | Ginkgo <i>[Ginkgo Biloba]</i> | | |
| 20 | Japanese Zelkova <i>[Zelkova Serrata]</i> | | |
| 20 | Greenspire Linden <i>[Tilia Cordata]</i> | | |

Proposal Total

Attached are complete specifications and warranty information on the equipment quoted above. All changes to the specifications are attached. All Federal and State taxes have been deducted and all prices reflect the NET PRICE.

(Bidder's Company Name)

(Bidder's Telephone Number)

(Street/Mailing Address)

(Bidder's Signature)

(Print Bidder's Name)

(City/State/Zip)