

Thank you for your inquiry regarding the City of Portage project listed below:

ANGLING ROAD BUFFER TREE PLANTING

If your firm plans to bid on this project, please send an e-mail response to [purchasing@portagemi.gov](mailto:purchasing@portagemi.gov) with the following information:

Firm Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Firm's Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

The City of Portage Purchasing Department will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.



## Financial Services – Purchasing Department

Date of Issue: August 10, 2012

### REQUEST FOR PROPOSALS

The City of Portage will open sealed proposals on Tuesday, August 21, 2012 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

#### ANGLING ROAD BUFFER TREE PLANTING

You are invited to submit a proposal for this project. Sealed proposals may be mailed or delivered to the CITY OF PORTAGE, PURCHASING DEPARTMENT, 7900 South Westnedge Avenue, Portage, MI 49002. Envelopes should be plainly marked:

SEALED PROPOSALS: ANGLING ROAD BUFFER TREE PLANTING

FOR OPENING: August 21, 2012

General specifications, description and conditions upon which the proposal is to be based are available at the City of Portage website [www.portagemi.gov/government](http://www.portagemi.gov/government). Proposal packages will also be mailed upon request.

There will be a pre-proposal meeting on Thursday, August 16, 2012 at 10:00 a.m. in Conference Room 1 of the Portage City Hall, 7900 South Westnedge Avenue, Portage, Michigan 49002. Bidders will have the opportunity to visit the worksite following the meeting.

The City reserves the right to reject any or all proposals, to waive any irregularities, and further reserves the right to accept any proposal or parts of proposals or negotiate contract terms, price and other items, whichever it deems to best serve the interest of the City.

If you have any questions regarding the specifications, contact William Deming, Director of Parks, Recreation and Public Services at (269) 329-4521.

If you have any questions regarding purchasing procedures, please contact the Purchasing Department at (269) 324-9284.

## SPECIFICATION INDEX

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# 1. INSTRUCTIONS TO FIRMS

## 1.1. Examination of Proposal Documents

Before submitting a proposal, firms shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the proposal form.

## 1.2. Withdrawal of Proposals

Any firm may withdraw his proposal, either personally or by facsimile or written request, at any time prior to the scheduled closing time for receipt of proposals.

Each proposal shall be considered binding and in effect for a period of sixty (60) days after the date of opening set forth in the advertisement.

## 1.3. Proposal Opening

Proposals will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.

## 1.4. Proposal Form

1.4.1. Each proposal shall be made on the form provided and, except for proposals submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the firm, and shall be signed by an individual authorized to execute the proposal on behalf of the firm.

1.4.2. Modifications: Alternate written proposals submitted may be considered; however, final determination as to suitability and compliance with specifications of the City will lie with the City. Proposals submitted not meeting all specifications may be rejected. Oral proposals or modifications will not be considered.

1.4.3. Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the bidder to see that his proposal is received in the proper time. Any proposal received after the bid opening date and time shall be returned to the bidder unopened.

## 1.5. Nondiscrimination

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article

2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper’s Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person’s hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person’s height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

1.6. Proposals Submitted via Facsimile Equipment

1.6.1. Transmittal page must be faxed to (269) 329-4535 and must be plainly marked:

“Sealed Proposal \_\_\_\_\_ for opening \_\_\_\_\_”  
Proposal Name Date

1.6.2. When bids are submitted via facsimile equipment, both the original document and the facsimile printout are counterpart originals.

1.6.3. Whenever a proposal guaranty/bond is required, bids submitted via facsimile equipment can comply with this provision by submitting a facsimile copy of the bond document. When a cashier’s check is elected to meet the proposal guaranty/bond requirement, the cashier’s check must be physically in the possession of the City by the date and time outlined on the Notice to Bidders, or such bid may be considered non-responsive.

1.6.4. In electing to use the facsimile option, the bidder assumes full responsibility for any and all errors, omissions, or mistakes that result in a bid not being submitted in a timely manner, whether or not the mistake was the fault of the bidder.

1.7. Proposal Guarantee

Each proposal shall be accompanied by a certified check or bid bond acceptable to the City in an amount equal to at least five percent (5%) of the proposal, payable without condition to the City as a guaranty that the bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the proposal and the other contract documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work. Proposals that do not include a certified check or bid bond will be considered non-responsive and will be rejected. Company or personal checks will not be accepted as substitute for a certified check or bid bond. Proposals offering personal or company checks in lieu of a certified check or bid bond will be considered non-responsive and will be rejected. The Proposal Guarantees of all Firms, except the three lowest, will be returned promptly after the canvass of Proposals.

1.8. Proposals

At a minimum, proposals shall include the following:

- 1.8.1. A project information sheet in format provided in the Request for Proposal package.
- 1.8.2. A proposal cost summary page in format provided in the Request for Proposal package.

1.9. Basis of Award

Key criteria to be evaluated shall include: capability of contractor to perform within the proposed schedule, available equipment, availability of trees, and personnel for the work. In addition to the project cost, other considerations shall include:

- 1.9.1. Qualifications of Firm
- 1.9.2. Qualifications and experience of the staff to be assigned to the project
- 1.9.3. References
- 1.9.4. Demonstrated capability to perform the type of work requested
- 1.9.5. Nursery stock

## 2. TERMS AND CONDITIONS

### 2.1. City Contract Administrator

The Deputy Director of Streets and Parks, Ray Waurio, shall be the City Contract Administrator. The City Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract. The City Contract Administrator will be assisted by the City Forester and the contracted landscape architectural firm, L. L. Harris & Associates.

### 2.2. Laws and Municipal Ordinances

The Contractor shall be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all items observe and comply with all such existing laws, codes, ordinances, regulations, orders and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, City Ordinances, as well as all other bodies having jurisdictional authority.

If the corporation is not a Michigan corporation, a “Certificate of Authority to Transact Business in the State of Michigan” if required by MCLA 450.2001, et. Seq., shall be submitted to the City by the successful bidder.

### 2.3. INSURANCE REQUIREMENTS

Prior to commencement of the Work, the Contractor shall purchase and maintain during the entire term of the project such insurance as will protect the Contractor, the City, and the Engineer(s) from claims arising out of the Work described in this contract and performed by the Contractor, Subcontractor(s), or Sub-subcontractor(s). The contractor’s insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured. The certificate of insurance must contain the following statements:

**The City of Portage, its agents, elected officials, and employees, is included as an additionally insured party.**

**The State of Michigan, Michigan Transportation Commission, Department of Transportation, and governmental bodies performing permit activities under a maintenance contract, and all officers, agents and employees of all the above, for claims arising out of, under, or by reason of operations covered by the permit issued to the permittee.**

This insurance must consist of:

### 2.3.1. Workers Compensation

Workers Compensation insurance, including Employer's Liability to cover employee injuries or disease compensable under the Workers Compensation statutes of the states in which work is conducted under this contract.

### 2.3.2. Comprehensive General Liability

A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures.

- A) All premises and operations.
- B) Explosion, collapse and underground damage.
- C) Protective coverage for Independent Contractors or Subcontractors employed by the Contractor.
- D) Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement found in the contract.
- E) Personal Injury Liability endorsement with no exclusions pertaining to employment.
- F) Products and Completed Operations coverage. This coverage shall extend through the contract guarantee period.

### 2.3.3. Comprehensive Automobile Liability

A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned, and hired vehicles. In the light of standard policy provisions concerning (a) loading and unloading and (b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.

### 2.3.4. Umbrella or Excess Liability

The City, or representatives of the City, may for certain projects, require limits higher than those stated as follows. The Contractor is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance

provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy and shall apply to both the general liability, and to the automobile liability insurance of the Contractor.

2.3.5. Limits of Liability

The required limits of liability for insurance coverage shall not be less than the following:

- |    |  |                        |
|----|--|------------------------|
| A. | Workers Compensation   | Statutory              |
| B. | Comprehensive General Liability<br>Combined Single Limit (including sub-contractors)     | \$2,000,000/occurrence |
| C. | Comprehensive Automobile Liability<br>Combined Single Limit (Injury and Property Damage) | \$1,000,000            |
| D. | Umbrella or Excess Liability   | \$2,000,000            |

2.3.6. Notice of Cancellation or Intent not to Renew

The certificates of insurance indicated above shall be endorsed to provide prior written notice to the City of cancellation, material change in policy or of intent not to renew or cancellation notice for non-payment of premium.

2.3.7. Evidence of Coverage

The Insurance Certificates referenced above must be submitted within three (3) working days of notification of award and prior to the execution of any Work under this contract.

It shall be the responsibility of the Contractor to provide similar insurance for each Subcontractor, or to provide evidence that each Subcontractor carries insurance in like amounts, prior to the time such Subcontractor proceeds to perform under the contract.

2.4. Indemnification

To the fullest extent permitted by Laws and Regulations, the Firm shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused

by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Firm, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Firm, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the firm constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the firm under the terms of the contract. The contractor shall procure and maintain at firm's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for contractor's proper protection in the prosecution of the work.

#### 2.5. Jurisdiction Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful Contractor consents to the jurisdiction and venue of the courts in Kalamazoo County, Michigan and of the United States District Court for the State of Michigan.

#### 2.6. Severability

The successful Contractor will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

2.7. Compensation to be Paid to the Contractor

Payment will be made upon satisfactory completion of the work, as defined in Section 2.8 below, net 30 days.

2.8. Payment Schedule

- Upon successful completion of the work (planting/cleanup/etc.), excluding maintenance and warranty work, 70% of the lump sum price shall be paid.
- Upon completion of initial maintenance period 20% of the lump sum price shall be paid
- Upon completion of warranty period, including of trees as required, 10% of the lump sum price shall be paid

2.9. Project Schedule

Pre-Proposal Meeting	August 16, 2012
Proposals Due	August 21, 2012
Award	August 28, 2012
Commence Work	September 4, 2012
Completion of Planting	On/or about September 21, 2012
Installation & Cleanup	September 29, 2012
Maintenance Period	Through May 31, 2013
Warranty Period	One Year from Acceptance

2.10. Hours of Work

Contractor may work Monday through Saturday, 8:00 a.m. to 7:00 p.m., provided adequate light and weather conditions permit.

3. SPECIFICATION – ANGLING ROAD TREE BUFFER RESTORATION PLANTING

This project includes providing all materials, labor, supplies and equipment to plant and care for 141 evergreens trees in the Michigan Department of Transportation (MDOT) right-of-way for US-131, west of Angling Road, between Centre Avenue and Vanderbilt Road in Portage. Planting must be completed by mid-September, 2012. In addition to planting, the successful vendor must mulch and stake each tree, and water and fertilize as needed for a one-year period. Trees must also receive anti-dessicant spray prior to digging and once more during the winter period.

3.1. MISS DIG

The Contractor shall call “Miss Dig” a minimum of three working days prior to beginning construction operations. Saturday, Sundays and Holidays shall not be included as a working day. On all projects:

**“3 Days before you Dig – Call Miss Dig – Toll Free” (800) 482-7171**

3.2. TEMPORARY SITE FENCING

Contractor shall be responsible for temporary fencing to secure area

3.3. SITE ACCESS

Contractor shall access the project area along predetermined access routes, as directed and agreed to by the City of Portage staff and the State of Michigan, unless otherwise directed by unusual circumstances by the Landscape Architect.

**PART 1 – GENERAL**

1.1 RELATED DOCUMENTS

A. City of Portage General Conditions and Requirements

1.2 SUMMARY

A. This Section includes the following:

1. Trees.
2. Mulches.
3. Guying wire, anchors, apparatus
4. Dessicant
5. Fertilizer Pellets

6. Mycorrhizae & Biostimulants (if requested as an add)

1.3 DEFINITIONS

- A. Balled and Burlapped Stock: Exterior plants dug with firm, natural balls of earth in which they are grown, with ball size not less than the diameter and depth recommended by ANSI Z60.1 for type and size of tree or shrub required; wrapped, tied, rigidly supported, and drum-laced as recommended by ANSI Z60.1
- B. Spaded Trees: Trees moved with a mechanical tree digging spade not less than 78” in diameter or larger as approved by the Landscape Architect or Forester. Exterior trees dug with a firm, natural earth ball from the soil in which they were grown and moved mechanically, unbroken and positioned in another location.
- C. Finish Grade: Elevation of the finished surface of the soil in which the tree installation takes place.
- D. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill, after placing planting soil or topsoil.
- E. Guying: Solidly anchoring a tree to the surrounding ground where it has been installed in three locations, approximately 1/3<sup>rd</sup> around the circumference of the tree.

1.4 GENERAL INFORMATION

- A. Product Data: Review and approval of the trees to be transplanted.
- B. Wood chips for tree mulch shall be provided by the City of Portage.
- C. Product Certificates: For each type of manufactured product, signed by product manufacturer, and complying with the following:
  - 1. Manufacturer's certified analysis or cut sheet of the standard products.
  - 2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
- D. Qualification Data: Verification of landscape Installers experience with similar work.
- E. Material Test Reports: For existing surface soil and imported topsoil if requested by the Landscape Architect or forester.

- F. Maintenance Instructions: Recommended procedures by the contractor established by Owner for maintenance of exterior plants during a calendar year (if different than outlined by these specifications). Submit prior to payment.

## 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: The Contractor shall supply a qualified landscape installer whose work has resulted in successful establishment of exterior plants for this work.
  - 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when exterior planting is in progress.
- B. Provide quality, size, genus, species, and variety of exterior plants indicated, complying with applicable requirements in ANSI Z60.1, "American Standard for Nursery Stock."
- C. Tree and Shrub Measurements: Measure according to ANSI Z60.1 with branches and trunks or canes in their normal position. Take caliper measurements 6 inches above ground for trees up to 4-inch caliper size, and 12 inches above ground for larger sizes. Measure main body of tree or shrub for height and spread. If height is called for on the materials and quantity list, measurement shall be from the ground (grade) to the top whorl of branches, not to the tip of the top leader.
- D. Observation: Landscape Architect may observe trees and shrubs either at the place of growth or at the project site before planting for compliance with requirements for genus, species, variety, size, and quality. Additionally, the Landscape Architect retains the right to observe trees for proper size and condition of balls and root systems, insects, injuries, and latent defects (such as cracked soil balls), and to reject unsatisfactory or defective material, in his or the consulting Foresters opinion, at any time during progress of work. Rejected trees shall be removed from the site immediately.
- E. The contractor shall notify the Landscape Architect of sources of planting materials ten days in advance of delivery to the project site.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Plant Placement.

Tree Locations shall be staked by the contractor 24 hours in advance of planting and reviewed by the Landscape Architect and Forester for location. Stakes shall be labeled as to the specie to be planted.
- B. Deliver exterior plants freshly dug.
  - 1. Immediately after spading a tree from one location, it shall be planted in its new location. Where feasible, shade plants during transport from direct

sun and do not set on hard surfaces, but rather insert into its new location immediately.

2. Protect ball and burlap and spaded trees from soil ball damage. Install trees immediately upon delivery to the site.
- C. Do not prune trees before delivery, except as approved by Landscape Architect. Protect the bark, and branches from wounds or breakage, and the root systems from sun scald, drying, and cracking, and other handling damage. Do not bend, bind, or tie trees in such a manner as to destroy their natural shape. Provide protective covering of exterior plants during delivery. Do not drop plants during delivery.
- D. Handle planting stock by root ball: while installing trees do not rock the trunk. Maneuver soil balls into place by manipulating root balls.
- E. Deliver exterior plants after preparations for planting have been completed and install immediately. If spaded trees are installed, spade the hole in which the tree is to be inserted prior to delivering the transplanted tree. For balled and burlap stock, If planting is delayed more than six hours after delivery, set exterior trees in shade, protect from weather and mechanical damage, and keep roots moist with a 8" thick covering of shredded mulch or straw.
  1. Water root systems of exterior plants once installed. Water as often as necessary to maintain root systems in a moist condition. (See Plant maintenance).

## 1.7 COORDINATION

- A. Planting Restrictions: Tree installation shall be completed on or about September 21, 2012.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit, and access to the site is assured.
- C. Coordination with existing ground cover: Plant and maintain trees in the project area by accessing the project area along predetermined access routes, as directed and agreed to by the City of Portage staff, and the State of Michigan, unless otherwise directed the City Contractor Administration or Landscape Architect.
  1. When planting trees in native cover, protect all areas from damage, and promptly repair access roads and other damage caused by planting operations, including uneven grades created by equipment tires once planting is complete.

## 1.8 WARRANTY

- A. Special Warranty: Warrant trees, against defects including death and unsatisfactory growth, except for defects resulting from abuse or incidents that are beyond Contractor's control as determined by the Landscape Architect or consulting Forester.
1. Warranty Period for Trees shall be One year from the date of Owner acceptance of the completed project.
  4. Replace exterior plants that are more than 25 percent dead or in an unhealthy condition at end of the first inspection and again at the termination of the warranty period as determined by the Landscape Architect.
  5. A limit of two replacements of each exterior plant will be required, during the warranty period except for losses determined to be replacements due to failure to comply with requirements such as insufficient mulch, improper surface or sub surface drainage, improper guying, or planting, as outlined and dictated by plan details and these specifications, and as determined by the Landscape Architect or Forester. Plants improperly installed will be replaced until they establish themselves as determined by the Forester.

## 1.9 MAINTENANCE

- A. Trees: Maintain for the following maintenance period by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, tightening and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray as required to keep trees and shrubs free of insects and disease.
1. The contractor shall maintain the newly installed trees through the months of September, October, and November of 2012 and March through May of 2013. He shall review, tighten or adjust guy wires as required, water, and fertilize regularly, and mulch trees as necessary throughout the specified maintenance period.
  2. The contractor shall check trees for survival, and good health in May of 2013 and again with the Landscape Architect one year from the date of project acceptance. He will promptly remove dead, dying, or damaged exterior trees. He will replace plants immediately after each of the two inspections.
  3. Maintenance Period: Beginning at the installation of the first tree and thereafter for the 6 months specified for the remainder of 2012 and 2013 (see Warranty 1.82).

4. Watering Trees: The contractor shall fill his tank free of charge at the Portage Department of Parks & Recreation and Public Services, 7719 South Westnedge Avenue. Each tree shall receive 20 gallons of water per week during the specified maintenance periods or as necessary for tree survival during periods of drought.

## PART 2 – PRODUCTS

### 2.1 TREE QUALITY

- A. General: Furnish nursery-grown or State certified trees complying with ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, broken branches, and disfigurement and full to grade.
- B. Grade: Provide trees the sizes and grades complying with ANSI Z60.1 for type of trees required.
- C. Label at least one tree of each variety with a securely attached, waterproof tag bearing legible designation of the common name.
- D. Because the formal arrangement and consecutive order of the trees is shown on the plans, select stock for uniform height and spread, and number label to assure symmetry in planting.

### 2.2 CONIFEROUS AND NEEDLE TYPE EVERGREENS

- A. Form and Size: Normal-quality, well-balanced, coniferous evergreens, of type, height, spread, and shape required, complying with ANSI Z60.1.
- B. Form and Size: Specimen-quality, tightly knit, well shaped habit for that specie of coniferous evergreen tree:
  1. Provide balled and burlapped, or spaded trees.
  2. Mechanically spaded Evergreens: Trees shall be dug with a 78” diameter machine or larger.

### 2.3 INORGANIC SOIL AMENDMENTS

- A. Soil amendments may be required based upon soil tests of samples taken from the site by the owner. Since the results of the tests are unknown at this time, adjustments to the contract for their use shall be made between the City of Portage and the contractor based upon specific needs as a result of the tests when known. As a minimum, the contractor shall plan on applying a fertilizer to each

tree. The fertilizer shall be a pellet or powder, water soluble, partially slow release, with a minimum analysis of 0-0-20. See 2.4 below.

- B. Lime: ASTM C 602, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent and as follows:
  - 1. Provide lime in form of dolomitic limestone.
- C. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, with a minimum 99 percent passing through No. 6 sieve and a maximum 10 percent passing through No. 40 sieve.
- D. Perlite: Horticultural perlite, soil amendment grade.

## 2.4 FERTILIZER FOR PLANTS

- A. Slow-Release Fertilizer: Granular or pelletized fertilizer consisting of 50 percent water-insoluble potassium in the following composition:
  - 1. Composition: 0 percent nitrogen, 0 percent phosphorous, and 20 percent potassium, by weight.

## 2.5 MULCHES

- A. Organic Mulch: Free from deleterious materials and suitable as a top dressing, consisting of one of the following:
  - 1. Type: Shredded bark, or Wood chips, 4” deep compacted around trees. Dish around the tree to capture and hold water, but do not cover the trunk with mulch. Mulch shall extend 6” pass the exterior edge of the root ball.
  - 2. The City of Portage will supply up to 200 cubic yards of woodchips free of charge for mulch below newly installed trees. The material will be delivered by the City of Portage to the site, and stockpiled in locations as agreed to by the City of Portage and the Landscape Contractor.

## 2.6 STAKES AND GUYS

- A. Guy Stakes: Sound, free of knots, holes, and void of other defects, 2 by 2 inches by length indicated, pointed at one end.
- B. Guy Cable: No. 9 gauge galvanized-steel cable, with zinc-coated turnbuckles, a minimum of 3 inches with two 3/8-inch galvanized eyebolts.
- C. Hose Chafing Guard: Reinforced rubber or plastic hose at least 1/2 inch in diameter, black or green color cut to lengths required to protect tree trunks from damage.

- D. Guy Wire Attachment: Attach guy wires above a sturdy tree branch approximately 2/3's up the tree from grade. – see details.
- E. Flags: Standard surveyor's plastic flagging tape, blaze orange, 6 inches long placed half way up the wire from grade.
- F. Guy alternate: the contractor may use one of the new commercial anchoring systems if approved by the Landscape Architect.

## 2.6 MISCELLANEOUS PRODUCTS

- A. Antidessicant: Wilt-Pruf (Brand Name) or comparable, Water soluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers, mixed and applied according to manufacturer's written instructions. Two applications are required during the planting process. The first application shall be applied to the tree prior to digging, and allowed to dry for a period of 24 hours prior to digging. The second shall be applied in January. When the second application is applied, the tree shall be dry and its branches free of snow. The application shall be observed by the consulting Forester commissioned by the City of Portage.

## PART 3 – EXECUTION

### 3.1 EXAMINATION

- A. Examine areas to receive exterior plants for compliance with requirements and conditions affecting installation and performance. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Protect structures, utilities, pavements, and other improvements, and established ground vegetation and existing exterior plants from damage caused by planting operations including soil compaction around existing plant roots.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Lay out and stake individual tree locations by installing wood 1" x 2" x 30" stakes as outlined on the planting plan. Stake locations and label the species to be planted. Review with the Landscape Architect and Forester. Adjust locations when requested, and obtain Landscape Architect's acceptance of layout before planting. Make minor adjustments as required.
- D. Apply antidessicant to trees at the source of supply 24 hours prior to beginning digging operations. Apply per manufacturers recommendations. Using the

appropriate power spray to provide an adequate film over trunks, branches, stems, twigs, and foliage to protect during digging, handling, and transportation.

1. Protect all plants during transportation with tarps. Any or all of the plants may be rejected by the Landscape Architect or Forester if there is not strict adherence to this requirement.

## **PART 4 - INSTALLATION**

### **4.1 PLANTING ESTABLISHMENT**

- A. **Finish Grade:** Install trees flush with grade, creating a uniform dish around the tree. Provide a smooth uniform surface, remove ridges, fill depressions to meet finished grade.
- B. **Add Plant Mulch:** Add a four (4) Inch thick compacted layer of shredded bark or wood chip mulch to an area around and below the tree, and extending 6" past the spade line or edge of the hole. Shape to a saucer to hold water. Do not build the mulch up around the trunk.

### **4.2 EXCAVATION FOR BALLED PLANT STOCK**

- A. **Pits:** If balled stock is utilized, excavate circular pits with sides sloped inward. Trim base leaving center area raised slightly to support root ball and assist in drainage. Do not further disturb base. Scarify sides of plant pit during excavation should extensive, compacted clay layers be encountered.
  1. Excavate approximately 12" wider each side of the plant ball for trees.
- B. **Subsoil** from excavations shall be removed from the site and may not be used as backfill.
- C. **Obstructions:** Notify landscape Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
  1. **Hardpan Layer:** Drill 6-inch- diameter holes into free-draining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining material as approved by the Landscape Architect.
- D. **Drainage:** Notify Landscape Architect if subsoil conditions evidence unexpected water seepage or retention in tree pits.

### **4.3 EXCAVATION FOR TREE SPADE STOCK**

- A. **Dig pits** with the mechanical spade which will dig and move the trees so that the spaded root ball fits the hole exactly.

- B. Remove all pit soil from the site. If multiple holes are dug prior to transplanting a tree, do not open more holes than the number of trees that will be installed in any one day.
- C. Obstructions: Notify the Landscape Architect if unexpected rock or other similar obstructions detrimental to tree development are encountered, such as thick clay.
- D. Clay Hard Pan: Should an underlying layer of clay be encountered in the dug pit, do not continue, contact the Landscape Architect for direction.

#### 4.4 TREE SOIL INSTALLATION FOR BALLED STOCK

##### A. Soil Placement.

1. Planting mix 1/3 Peat Moss, Top Soil, and Sand or Well Composted material
2. Remove burlap and wire baskets from tops of root balls and partially from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
3. Place planting soil mix around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.

##### B. Organic Mulching:

1. Apply shredded bark mulch or wood chips to a depth of 4" compacted over root ball and extending a minimum of 6" outside of the soil ball.

#### 4.5 GUYING AND STAKING FOR ALL TREES

- A. Staking and Guying: Stake trees of 2- through 6-inch caliper. Stake trees of less than 2-inch caliper only as required to prevent wind tip-out. Use a minimum of 3 stakes, sink stakes as anchors completely below grade per details to facilitate maintenance. Set stakes and space to avoid penetrating root balls or root masses. Space stake anchors in thirds around the circumference of the soil ball. Support trees with two strands of tie wire encased in hose sections at contact points with tree trunk above the first solid branch found two thirds of the way up the tree from grade. When the tree is above 2" in caliper use wire and turn buckles. Allow enough slack to avoid rigid restraint of tree. Use the number of stakes as follows:

1. Use 3 stakes for trees 2" x 2" x 24" long. Space stakes equally around trees. Sink stake below grade.

2. For trees larger than 2” caliper use turn buckle and wire guys per plan detail.
  3. Attach blaze orange flags to each guy wire, 30 inches above finish grade.
  4. Paint turnbuckles with luminescent white paint.
- B. Commercial guy systems may be utilized in lieu of the system described above if approved by the Landscape Architect.

#### 4.6 CLEANUP AND PROTECTION

- A. During exterior planting, maintain access ways to the work area and control entry.
- B. Establish and maintain agreed upon access routes to and from the planting area.
- C. Do not alter approved routes unless they have been approved by the City of Portage or their representative.
- C. Protect existing plants and the surrounding vegetative cover from damage due to landscape operations. Maintain protection and site access during the installation and maintenance periods. Treat, repair, or replace damaged, diseased, dying, stunted or otherwise unhealthy trees planted within the buffer.
- D. Apply an additional protection of anti-transparent (antidessicant) in January see paragraph 3.2
- E. Restoration: At the end of the acceptance period, as agreed to with the City of Portage, and possibly including the alternate add described in paragraph 1.9, Scarify the access road and any bare or damaged area a minimum of 4” deep, rake and fine grade even with the surrounding surface and seed with a mixture of 20% annual Rye grass, 30% tall Kentucky #31 Fescue, and 50% Little Blue Stem Grass evenly in two directions. Apply at the suppliers recommended rate, and mulch with straw.
- F. Repair or remove access drives or otherwise block access per City of Portage instructions.

#### 4.7 DISPOSAL

- A. Disposal: Legally remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off the US 131 Right-of Way.

END OF SECTION

ANGLING ROAD - US-131 TREE BUFFER RESTORATION  
US-131 EAST SIDE RIGHT-OF-WAY, SOUTH OF CENTRE AVENUE  
CITY OF PORTAGE, MICHIGAN



**VICINITY MAP**  
NOT TO SCALE



L.L. HARRIS ASSOCIATES, INC.  
3503 GREENLEAF BOULEVARD, SUITE 101, KALAMAZOO, MI. 49008  
PHONE: (269) 573-6859 E-MAIL: LHARRIS@ASSOCIATES.COM  
LICENSED LANDSCAPE ARCHITECTS \* SITE PLANNERS

PROJECT No. 12-1136-1  
ISSUED: JULY 20th, 2012



NO.	DATE	SPECIES	REMARKS	DI. DIA. @ 1.30 M	HT. @ 1.30 M	NO. OF BRANCHES	DI. DIA. @ 1.30 M	HT. @ 1.30 M	NO. OF BRANCHES	DI. DIA. @ 1.30 M	HT. @ 1.30 M	NO. OF BRANCHES	DI. DIA. @ 1.30 M	HT. @ 1.30 M	NO. OF BRANCHES	DI. DIA. @ 1.30 M	HT. @ 1.30 M	NO. OF BRANCHES
1	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
3	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
4	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
5	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
6	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
7	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
8	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
9	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
10	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
11	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
12	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
13	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
14	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
15	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
16	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
17	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
18	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
19	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
20	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
21	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
22	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
23	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
24	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
25	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
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27	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
28	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
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31	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
32	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
33	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
34	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
35	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
36	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
37	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
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40	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
41	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
42	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
43	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
44	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
45	1/21/12	FRP	REMOVED	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

KEY  
 TREE REMOVAL NOTES:  
 FOLLOWING TREES WHICH HAVE BEEN SHOWN AS SHADED ON THIS SHEET AND INCLUDE THE  
 FOLLOWING NUMBERS: (1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41, 43, 45)  
 THE CONTRACTOR SHALL ALSO REMOVE YOUNG TREES AS NOTED ON SHEET 1 OF 6. THESE TREES  
 HAVE NOT BEEN NUMBERED, BUT WILL WILL IMPROVE OR HANPER PLANNING OPERATIONS, SHOWN  
 WITH SHADING AND AN "X" DESIGNATION.

TREE IDENTIFICATION LIST

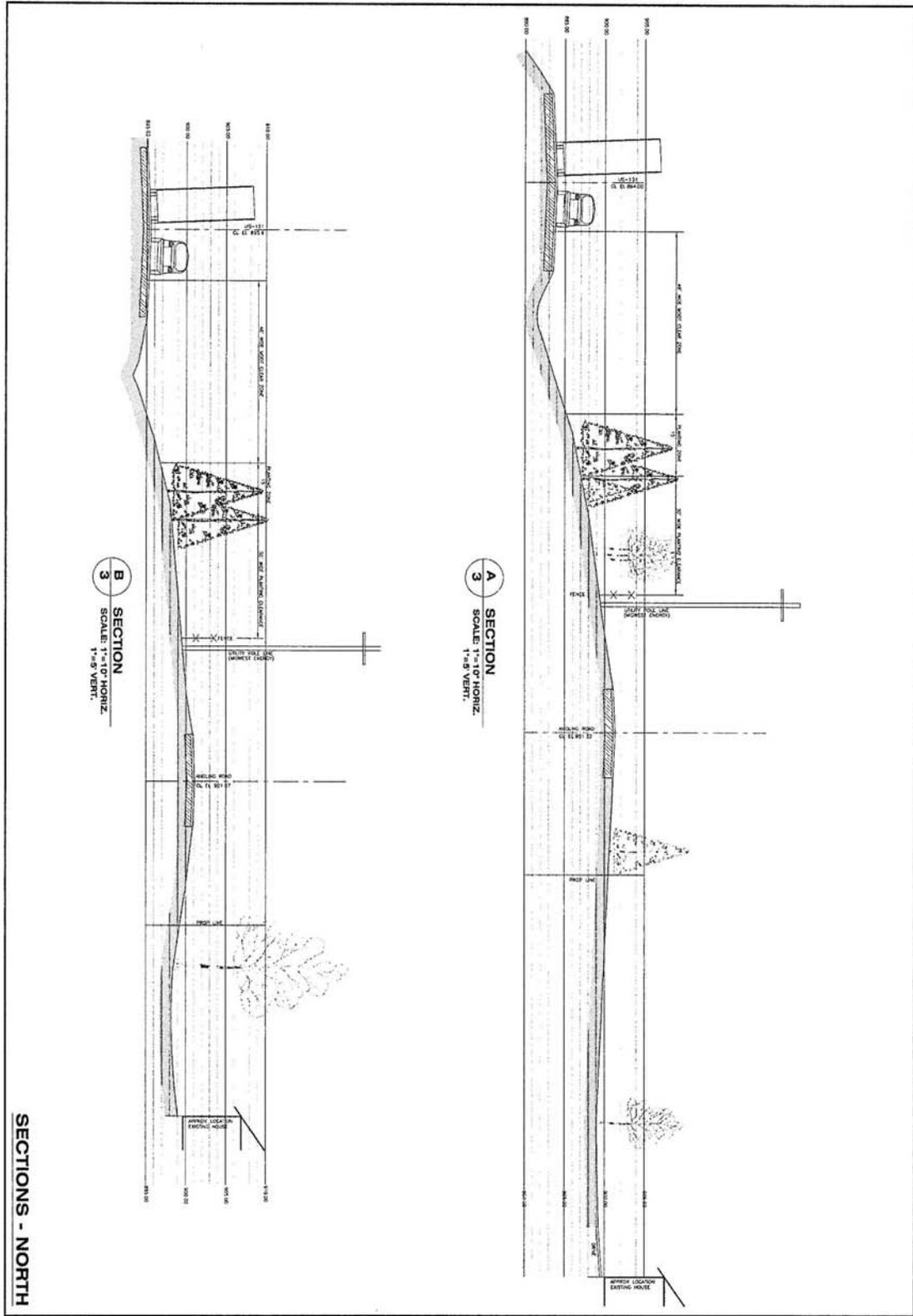
DATE: 07/26/12  
 PROJECT: 12-1126-1  
 REVISIONS:

**ANGLING ROAD**  
**Tree Buffer Restoration**  
 CITY OF PORTAGE, MICHIGAN

LARRY L. HARRIS  
 3505 GREENWAY BOULEVARD  
 KALAMAZOO, MICHIGAN 49008  
 PHONE: (269) 775-5555  
 FAX: (269) 375-0410  
 REGISTERED LANDSCAPE ARCHITECTS-SITE PLANNERS







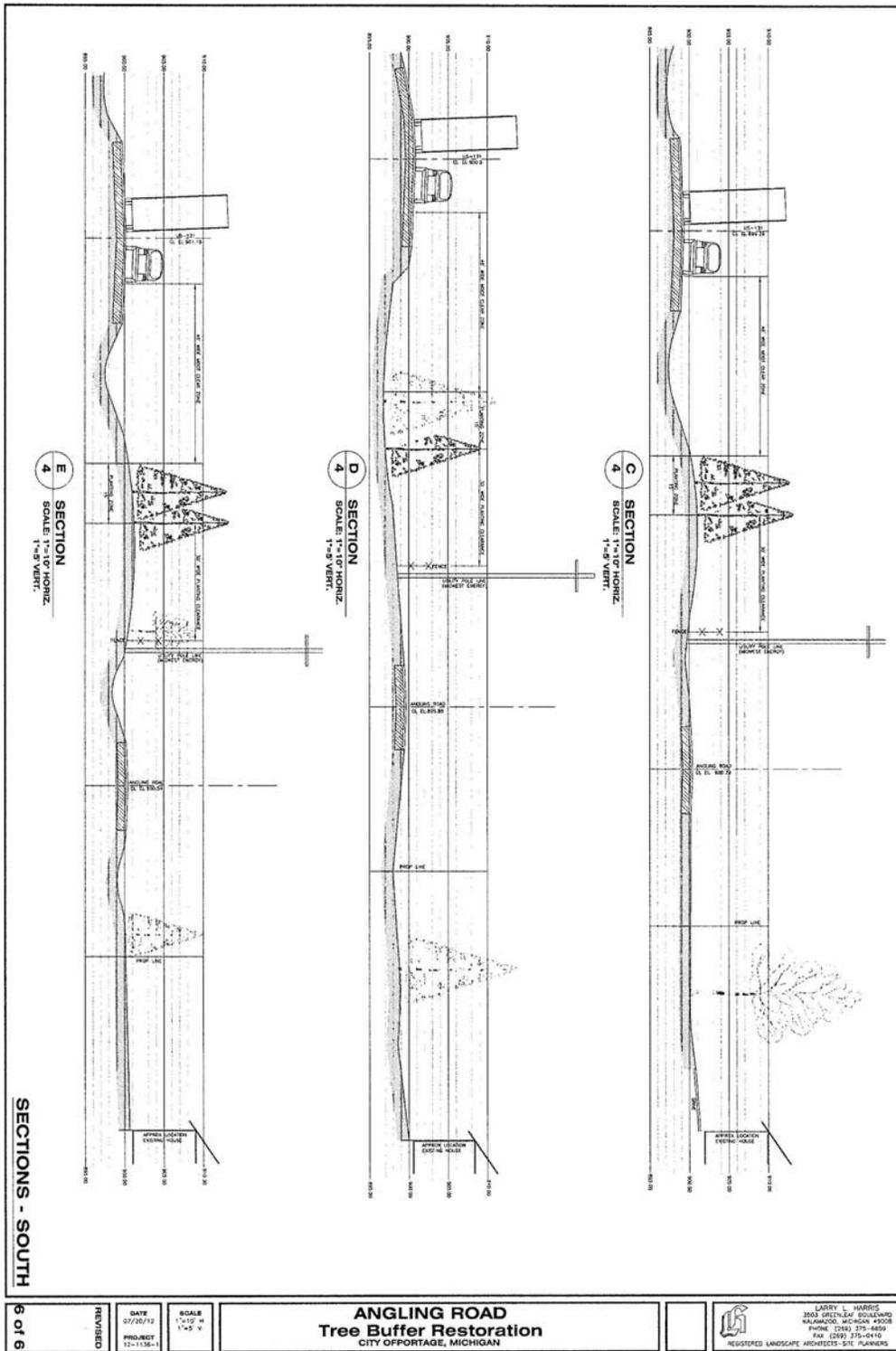
SECTIONS - NORTH

5 of 6

REVISIONS  
 DATE 07/20/12  
 PROJECT 12-1136-1  
 SCALE 1"=10' H  
 1"=5' V

**ANGLING ROAD**  
**Tree Buffer Restoration**  
 CITY OF PORTAGE, MICHIGAN

 LARRY L. HARRIS  
 3567 SHEENLEAF BOULEVARD  
 KALAMAZOO, MICHIGAN 49008  
 PHONE: (269) 375-8828  
 FAX: (269) 375-0410  
 REDEFINED LANDSCAPE ARCHITECTS-SITE PLANNERS



4. PROJECT INFORMATION SHEET – ANGLING ROAD BUFFER TREE PLANTING

If adequate space is not provided for complete response, please attach additional pages as necessary and identify by number. Bids will not be considered responsive unless all requests for information are provided. Please use such terms as none, not applicable, unknown, etc., if requested information does not pertain or cannot be provided.

4.1 Indicate the response that best describes your business:

\_\_\_\_\_ Sole Proprietor    \_\_\_\_\_ Partnership    \_\_\_\_\_ Corporation

\_\_\_\_\_ Other (please explain) \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

First Date in Business: \_\_\_\_\_

4.2 Is your business involved in any proceedings that may affect the ability of the business to continue under the business name for the duration of the contract?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

If yes, please explain (use additional Page)

4.3 Primary staff to be assigned to the contract:

Owner/Partner: \_\_\_\_\_

Project Supervisor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4.4 List contracts similar to work requested for this project where your business has provided tree planting services.

Name of Unit/	Project Contact	Estimated
---------------	-----------------	-----------

Company                      Person                      Phone                      Contract Value

A

B.

C.

D.

E.

(If more than five references are available, please list those that you feel are most comparable to the scope of work being requested. Do not list references over 10 years old.)

- 4.5 Subcontractors: Do you propose to use any subcontractors to perform work in accordance with this bid (examples include transmission repairs, engine overhaul, etc.)?

\_\_\_\_\_Yes    \_\_\_\_\_No. (If yes, please identify subcontractor and work to be performed. Use additional pages if necessary)

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- 4.6 List equipment to be used for this project.

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- 4.7 Section 2.9 establishes a firm timeline for this project. Can you implement the project fully and professional within the timeline outlined? \_\_\_\_\_Yes    \_\_\_\_\_No.

If no, please explain why the timeline cannot be met and provide a timeline below that addresses the major landmarks addressed in Section 2.9 {use additional Page(s) if necessary}.:  
  
\_\_\_\_\_

---

4.8 Address/location of plant stock to be utilized:

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4.6 Draft Contract: The award of the contract is based upon the draft contract form attached. Is this document, as proposed, acceptable to you if you were to be awarded the bid?  Yes  No.

If no, please explain in detail any provisions that would need to be changed, added, or deleted. (Use additional page(s) if necessary.)

4.7 A Project Information Sheet, Cost Proposal Page, and Bid Guarantee are required for submission as a part of these specifications. Have all items been included with your bid?

Yes  No If answer is no, please explain.

---

I certify that all information provided above is complete, accurate, and to the best of my knowledge, true. I further certify that I am fully authorized by the Firm identified in Question 4.2 above to execute this information sheet on behalf of that Firm.

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Proposal Document.

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

NAME: \_\_\_\_\_  
(Please Print)

POSITION: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

## 5. CITY OF PORTAGE PROPOSAL FORM

The undersigned has examined the specifications and sites of the work and is fully informed of the nature of the work and understands that the quantities shown are approximate and are subject to increase or decrease.

The undersigned hereby proposes to furnish all labor, construction equipment, materials and supplies; and to do all the work in strict accordance with the plans and specifications applying to the work specified for which prices are submitted.

The undersigned hereby acknowledges the fact that the City of Portage will award the project to the successful bidder conditional upon the availability of funds.

The City of Portage reserves the right to accept or reject any or all bids in the best interest of the City. Each division may be awarded separately or jointly as may be determined to be in the best interest of the City. The Contractor's qualifications to complete the work in a timely and satisfactory manner will be considered in making the award.

The undersigned affirms that in making such Proposal neither he nor any company that he may represent, nor anyone in behalf of him or company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, and further affirms that such proposal is made without regard or reference to any other bidder or Proposal and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the City, he will within ten (10) consecutive calendar days after receiving notice of the acceptance of such proposal, enter into contract in the appropriate form to furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal; and, he will furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal; and, he will furnish the labor, materials and equipment necessary for the full and complete execution of the work, at and for the price named in his proposal. No contract is created until it is executed by all parties.

The undersigned affirms that he has examined the surface and subsurface conditions where the work is to be performed, the legal requirements and conditions affecting cost, progress or performance of the work and has made such independent investigations as the contract deems necessary.

The undersigned attaches hereto a bidder's bond in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as required in the Instructions to Bidders, and the undersigned agrees that, in case he shall fail to fulfill his obligations under the foregoing Proposal and agreement, the City may, at its option, determine

that the undersigned has abandoned his rights and interests in such Proposal and that the certified check or bidder's bond accompanying his proposal has been forfeited to the City; but otherwise, the Certified check or bidder's bond shall be returned to the undersigned upon the rejection of his Proposal.

**Disclosure:** Asphalt, concrete or other material(s) requiring removal from the job site will be disposed of at: \_\_\_\_\_  
 \_\_\_\_\_  
 (address of disposal site\*)

Name & Address of \_\_\_\_\_  
 Disposal Site Owner \_\_\_\_\_

\*Attach separate Sheet(s) for multiple disposal sites.

Furnish plant materials, maintenance, and warranty:            Lump Sum    \$ \_\_\_\_\_

**ADDITIONAL INFORMATION**

<u>Species (Common Name)</u>	<u>Height</u>	<u>Spread</u>	<u>Price Per Tree Planted</u>
Picea Glouca (White Spruce)	12 Ft	6 Ft.	\$ _____
Picea Abies (Norway Spruce)	12 Ft.	6 Ft.	\$ _____
Pseudotsuga Taxifolia (Douglas Fir)	12 Ft.	6 Ft.	\$ _____

BIDDER FIRM: \_\_\_\_\_

BY: \_\_\_\_\_  
 Signature

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
 Print or Type

POSITION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

## DRAFT CONTRACT

Following is a “*draft copy*” of the contract that will be executed by the City and the Firm for the completion of this project.

**CITY OF PORTAGE**  
**CONTRACT**

THIS CONTRACT made the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between \_\_\_\_\_ hereinafter called the "Contractor," and the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter called the "City."

WITNESSETH, THAT the Contractor and the City for the consideration stated herein agree as follows:

**ARTICLE I - SCOPE OF WORK**

The Contractor shall perform everything to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for 2006 Fall Tree Planting, all in strict accordance with the Plans and Specifications, including any and all addenda, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor's proposal and other contract documents herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

**ARTICLE II - COMPENSATION TO BE PAID TO THE CONTRACTOR**

In consideration of the completion of the work described herein and in fulfillment of all stipulations of this contract to the satisfaction and acceptance of the City, the City shall pay and the said Contractor further agrees to receive and accept payment based on the prices for material and labor as set forth in the conformed copy of the Contractor's proposal as filed with the City on the \_\_\_\_\_ day of \_\_\_\_\_ the sum of which shall not exceed:

\_\_\_\_\_ \$ \_\_\_\_\_  
(amount in words) (in figures)

as full compensation for furnishing all the equipment and materials, and for the costs of all premiums on insurance and bonds and for doing all the work contemplated and specified in this contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Plans and Specifications and the requirements under them. Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the contract documents hereto attached.

**ARTICLE III - ASSIGNMENT AND SUBCONTRACTORS**

The Contractor agrees to perform the work included in Article I using his employees. No work required under this contract shall be subcontracted or otherwise assigned to another party without the expressed written consent of the City.

ARTICLE IV - COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1. Contract (this document)
2. City of Portage Contract Conditions and Specifications
3. Request for Proposals
4. Instructions to Firms
5. Terms and Conditions
6. Specifications
7. Maps/Plans/Diagrams
8. Contractor's Proposal including Project Information Sheet

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in four original counterparts the day and year first above written.

(SEAL)

CONTRACTOR

Attest:

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_

Print name and Title

\_\_\_\_\_

Print Name and Title

(SEAL)

CITY OF PORTAGE

Attest:

\_\_\_\_\_

By: \_\_\_\_\_  
City Manager

Approved as to Form:

\_\_\_\_\_

Randall L. Brown, Portage City Attorney

INSTRUCTIONS FOR EXECUTING CONTRACT WITH CITY OF PORTAGE

**A. If the contractor is a corporation, the following certificate must be executed:**

I, \_\_\_\_\_, certify that I am the Secretary of  
print or type name  
the corporate entity named as Contractor in the contract and that such corporate entity is a corporation  
in good standing in the State of \_\_\_\_\_ and has authority  
print or type name of state  
to transact business in the State of Michigan. I certify that the contract between the City of Portage  
and \_\_\_\_\_, Inc. was validly executed on behalf of the  
print or type name of corporation  
corporation by \_\_\_\_\_ who was then the \_\_\_\_\_  
print or type name print or type name of title  
of said corporation and has the authority to bind the corporation to the contractual agreements pursuant  
to the authority of its governing body and by-laws and is within the scope of its corporate powers.

\_\_\_\_\_  
Print or type name of corporation

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_

**B. If contractor is an LLC, the following certificate must be executed:**

I, \_\_\_\_\_, certify that I am a member of the  
print or type name  
Limited liability company named as Contractor in the contract and that such LLC is in good standing  
in the State of \_\_\_\_\_ and that the LLC has the  
print or type name of state  
authority to transact business in the State of Michigan. I certify that the contract between the City of  
Portage and \_\_\_\_\_ LLC was validly executed on behalf  
print or type name of LLC  
of the LLC by \_\_\_\_\_ who was then a member of said  
print or type name  
LLC and has the authority to bind the LLC to contractual agreements and that such contract is within  
the scope of its powers.

\_\_\_\_\_  
Print or type name of LLC

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_

