# **REQUEST FOR BIDS**

### VILLAGE OF CASS CITY

## TREE SUPPLY, LABOR AND SERVICES, FALL 2025

DATE OF RELEASE:	July 14, 2025
MANDATORY PRE-BID MEETING	July 30, 2025, 1:30PM
	6506 Main St. Cass City, MI 48726
BID DUE DATE:	August 18, 2025, 1:30 PM to
	6506 Main St. Cass City, MI 48726
BID OPENING:	August 18, 2025, 1:31 PM
	6506 Main St. Cass City, MI 48726
BID DELIVERY LOCATION:	ATTN: LAKEN CHAPIN
MUST MAIL OR DROP OFF	Village of Cass City
	6506 Main St. Cass City, MI 48726
CONTACT:	Laken Chapin, CEDAM Fellow
	(989) 872-2911, <u>lchapin@casscity.org</u>
	Debbie Powell, Village Manager
	(989) 872-2911, <u>ccmanager@casscity.org</u>

### **Introduction:**

The Village of Cass City is requesting sealed bids for tree supply and planting services throughout the village. The successful Contractor will provide all trees, equipment, material, and labor for supplying and planting 24+/- trees.

The Village of Cass City does not guarantee a minimum value of the contract. Companies with demonstrated experience in supplying and planting trees with an interest in making their services available to the Village of Cass City are invited to bid. The submitted bids will be used as the basis for awarding work.

The Village reserves the right to reject any or all bids, to award the contract(s) to other than the low bidder, and to make the award in any manner deemed by it, in its sole discretion, to be in the best interest of the Village.

### **Selection Timetable:**

- o Release Bid: Monday, July 14, 2025
- o Mandatory Pre-Bid Meeting: July 30, 2025, 1:30PM
- o Bid Due Date: Monday, August 18, 2025, 1:30 PM
- o Bid Opening: Monday, August 18, 2025, 1:31PM
- o Tentative Bid Award: Monday, August 25, 2025, 6:05 PM (Village Council Meeting)
- o Services must be completed before October 30, 2025

### **Submittal of Bid:**

Respondents shall submit one (1) copy of the bid response in an envelope that is sealed and clearly labeled "Bid – Fall 2025 Tree Supply and Planting Services" and mailed or dropped off at the Village Municipal Building, 6506 Main St. Cass City, MI 48726. Respondents shall submit bid responses using the Bid form provided, pages 1-4. All fields must be completed.

### \*EMAILS CONTAINING A BID WILL NOT BE ACCEPTED\*

## **Required Guidelines:**

The Village of Cass City Street Forestry Committee and governing bodies have specified the following guidelines for the supply and planting of trees:

## **Tree Supply**

- 1. Approximately 24 +/- trees will be planted within village limits on M-81. The Village will provide a detailed location list to the successful bidder outlining where trees will be planted. Tree planting sites will be marked.
- 2. Contractor shall supply 24 +/- trees that meet the below minimum qualifications:
  - a. All trees must be a minimum of 1.5" caliper and a minimum height of 10 feet, not to exceed 12 feet. Some variation outside of these height parameters is understandable due to supplier constraints, but approximately 10 feet to 12 feet is expected.
  - b. All trees must be balled and burlapped (B&B).
  - c. The tree supply must include 24 +/- trees of up to 3 different species. The Contractor shall quote all the species listed in the bid application to the best of their ability. The Village reserves the right to select a single or combination of the quoted species.
  - d. All trees must be nonfruit bearing and single stem.
  - e. All trees shall be nursery-grown. All trees shall be of specimen quality, symmetrical and superior in appearance and form. All trees shall exhibit vigorous growth, shall be well branched and densely foliated when in leaf, and shall be free of disease and insects, including eggs and larvae. Trees shall have a well-developed root system. The root system shall be free of injury from biotic and abiotic agents. Trees with damaged or broken branches, damaged bark or bark abrasions, sunscald, disfiguring knots and insect damage shall not be accepted. The trunk flare shall be visible and the root system free of girdling and adventitious roots. The root ball shall be determined by the elevation of the root/trunk flare in accordance with the American Standard for Nursery Stock for the caliper size of the tree. The Village of Cass City reserves the right to inspect

- the tree supply before planting operations and refuse any unsatisfactory quality tree.
- f. Contractor, to the best of its ability, shall supply trees of matching height to maintain uniformity.

## **Scope of Responsibilities**

- 3. Contractor shall be responsible for coring the ground and preparing the tree planting sites for planting. Planting sites will vary between empty, leveled, dirt plots and leveled stumps from previously removed trees. Sites range from four (4) to five (5) feet in length and width and are surrounded by concrete. All sites will need to be prepared, potentially including but not limited to: spading, coring, grinding, excavating, and digging. The Cass City DPW will remove any necessary concrete. Each tree pocket shall be excavated to a minimum of 30" before planting.
- 4. Contractor shall be responsible for reporting all the locations to MISS DIG and identifying the locations of underground utilities at least 24 business hours prior to installation.
- 5. Contractor shall be responsible for following the Village's *Code of Ordinances, Sec. 42-31 42-40. Trees and Shrubs in Public Areas*. Contractor shall acknowledge that this ordinance is subject to change between the bid release and bid award. The Village shall notify the Contractor of all changes.
- 6. The Contractor shall provide all labor, equipment, and materials necessary for the preparation and planting of the trees. The work to prepare planting sites and plant the trees shall continue uninterrupted until completed. Empty holes should not be left overnight.
- 7. All sites shall be backfilled with good-quality topsoil provided by the Contractor.
- 8. Trees shall be planted before October 30, 2025.

## **Work Methods and Practices**

- 9. Contractor or its representative **must** attend the pre-bid meeting held on Wednesday, July 30, 2025 at 1:30 PM prior to submitting a bid. The meeting will begin at 6506 Main St. Cass City, MI 48726. Prior to the commencement of work, the Contractor shall thoroughly investigate and become familiar with the worksite including all existing features and utilities. The Village is not liable for any costs incurred to attend the pre-bid meeting or prepare the bid.
- 10. The Contractor shall be responsible for contacting the appropriate companies or agencies to resolve any conflicts that may affect the performance of work, such as the presence of overhead electric and telecommunication utilities. The Contractor shall take all necessary precautions to protect all existing features within the worksite from damage. Those features include, but shall not be limited to: overhead and underground utilities,

- sidewalks, curbs, street pavements and drive approaches, lawns, landscaping, homes, fencing, etc.
- 11. Contractor shall carry out the work with such care and methods as not to result in damage to public or private properties. Should any public or private property be damaged or destroyed, the Contractor, at his sole expense, shall immediately repair or make restoration as is practical and acceptable to the property owners. The Contractor shall also be responsible for immediately notifying the Village of Cass City if damages occur, as well as pertinent property owners or companies if those damages involve public utilities.
- 12. Contractor shall be permitted to subcontract any portion of the outlined tree supply and/or labor & services to another vendor so as the Contractor provides more than 50% of the total cost of the tree supply and/or labor & services quoted. The Village of Cass City will remit payment only to the bidding Contractor for the total cost of the tree supply and/or labor & services provided. Contractor and any subcontractors shall align work schedules so that work remains uninterrupted and is continued until complete.
- 13. Contractor shall provide a competent and qualified supervisor. The supervisor shall be present on the worksite when work is being performed. The supervisor shall maintain daily contact with the Cass City DPW Superintendent.
- 14. Contractor shall warrant all trees for two (2) years after the date of planting. Contractor shall supply a warranty agreement that includes detailed guidance on tree care and maintenance to be conducted by Village staff following the completion of services.
- 15. All work shall be performed in compliance with applicable industry arboriculture standards and practices (ANSI), MIOSHA regulatory standards, safe work practices as it relates to forestry operations, and MDOT standards and practices for traffic control and work zone safety on roadways.
- 16. All organic spoils generated from the services including roots, stumps, debris, and ground materials shall be collected by the Contractor and disposed of at the Village waste site. Nonorganic spoils shall be removed from the site and disposed of in a legal manner. The planting sites shall be left in a neat and clean condition.

### Safety

- 17. The selected Contractor shall procure and maintain during the life of the contract insurance coverage including Workers Compensation in compliance with Michigan law and Comprehensive General Liability Insurance for Bodily Injury Liability and Property Damage Liability. All certificates of insurance must be forwarded to the Village prior to the commencement of any work. The required policies shall not be changed or cancelled without ninety (90) days prior written notice to the Village of Cass City.
  - a. If the Contractor uses a subcontractor for any portion of tree supply and/or labor & services, the subcontractor must also provide certificates of insurance prior to the commencement of any work.

- 18. Contractor shall demonstrate an understanding and awareness of safety and ensure that all work operations are conducted in a safe, professional and workmanlike manner.
- 19. Contractor shall ensure for the safety of pedestrians, vehicles and site features on all worksites.
- 20. Contractor's name shall be displayed on all vehicles present at the work site.
- 21. The Contractor shall cause as little interference as possible with public traffic, both vehicular and pedestrian. Access shall be always maintained for Fire, Police, ambulance and other emergency vehicles. The Contractor shall erect the proper barricades and signs for traffic control in accordance with the Michigan Department of Transportation's guidelines. The Contractor is prohibited from commencing work until such barricade and signage requirements are met. Street closings will not be permitted unless authorized by the Village of Cass City Police Department. It shall be the Contractors responsibility to provide, erect and maintain all traffic control devices to mark, control and protect the worksite. Traffic control devices shall include, but are not limited to the following: signs, cones, barricades, flagging, fencing, high level warning devices, lights, delineators, flag men, etc. Temporary traffic control equipment shall be installed prior to the start of any work. All unnecessary traffic control devices/signs, shall be covered or removed when not in use.

### Award Contract / Acceptance of Proposal (Terms and Conditions) / Terms

- 22. The contents of this Request for Bids and the bidder's bid, as submitted and/or modified, shall become contractual obligations to be executed by the authorized contracting agents of both parties.
- 23. The Village reserves the right to reject any and all proposals and negotiate with any source in any manner necessary to be in its best interest.
- 24. The Village shall make payments to the Contractor for actual services rendered within thirty (30) days following receipt of an acceptable invoice, or as otherwise mutually agreed.

## BID

## Page 1 of 4

**Required:** Complete all fields. Bids with incomplete fields will not be considered.

This bid is submitted in response to the Village of Cass City F	Request for Bids: Fall 2025 Tree Supply and Planting Services by:
COMPANY NAME:	
BUSINESS ADDRESS:	
BUSINESS PHONE:	
BUSINESS EMAIL:	
BUSINESS REPRESENTATIVE NAME:	
BUSINESS REPRESENTATIVE TITLE:	
BUSINESS REPRESENTATIVE PHONE:	
NAME OF BUSINESS REPRESENTATIVE	
AT PRE-BID MEETING:	

	TREE SUPPLY	UNIT PRICE	
1	Zelkova 'City Sprite' 1.5"+ caliper, 10-12' tall, B&B	\$	/TREE
2	Syringa reticulata 'Ivory Silk' 1.5"+ caliper, 10-12' tall, B&B	\$	/TREE
3	Tilia 'Summer Sprite' Linden 1.5"+ caliper, 10-12' tall, B&B	\$	/TREE

	LABOR & SERVICES	UNIT PRICE	
4	SITE PREPARATION		
	Includes contacting MISS DIG, coring and digging out the		
	ground to prepare the ground for planting. Current sites include		
	dirt plots and old stumps. In 4x5ft or 5x5ft squares.	\$	/TREE
5	PLANTING		
	Includes labor associated with planting the trees, including but		
	not limited to use of equipment and staking.	\$	/TREE
6	TOPSOIL & FILL		
	Includes all topsoil and fill materials necessary to create a		
	leveled site.	\$	/TREE
7	<b>Optional:</b> OTHER FEES NOT LISTED: Must specify in \$/Tree		
	TOTAL LABOR & SERVICES: (Sum of Lines 4-7)	\$	/TREE

## **BID**

## Page 2 of 4

**Required:** Will the Contractor be using a subcontractor for any portion of the TREE SUPPLY or LABOR & SERVICES?

Circle one:	YES	NO
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If "YES": Please indicate subcontracted amounts in the table below. The amounts below should be included on Page 1.

If "NO": Leave table blank but return this sheet (Page 2) in the sealed bid.

Name of Subcontractor	Tree Supply/ Labor & Services to be provided by subcontractor:	Cost of pro	visions:
		\$	/TREE
		\$	/TREE
		\$	/TREE
		\$	/TREE
		\$	/TREE
	TOTAL OF SUBCONTRACTED AMOUNTS	: s	/TREE

# BID

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Required	Initial next to each statement and sign below.
	The Contractor agrees to provide services at the sites presented at the date of the pre- bid meeting.
	The Contractor agrees to supply the trees and services as quoted on or before October 30, 2025.
	The Contractor and its representatives agree to all required guidelines listed in the Request for Bids. Any subcontractor listed in this bid is assumed as a representative of the Contractor.
	The Contractor agrees that the details listed under "TREE SUPPLY" can be met whether through available inventory of the Contractor or subcontractor procurement. If the Contractor uses subcontractor procurement for any of the trees listed, it agrees to notify the Village of Cass City of the subcontractor's business name and contact prior to commencement of work. If the Contractor uses subcontractor procurement for any of the trees listed, it agrees to warrant the trees as outlined in <a href="Work Methods">Work Methods</a> and Practices, 14.
	The Contractor agrees that the details listed under "LABOR & SERVICES" can be met whether through available services provided by the Contractor or through the hiring of a subcontractor. If the Contractor uses a subcontractor for any of the services listed, it agrees to notify the Village of Cass City of the subcontractor's business name and contact prior to the commencement of work.
AUTI	ORIZED SIGNATURE:
	PRINT NAME:
	TITLE:
	DATE:

# NON-COLLUSION AFFADAVIT BID

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Required: Fill in each line and sign below.

	(Bidder's Name), being first duly sworn, deposes and
says that he or she is	(Title) of
	(Contractor Name), the party making the foregoing bid,
association, organization, or corporation has not directly or indirectly induced or not directly or indirectly colluded, consa a sham bid, or that anyone shall refrain indirectly, sought by agreement, communication of the proposed contract; that bidder has not, directly or indirectly, su contents thereof, or divulged information	of, or on behalf of, any undisclosed person, partnership, company, in; that the bid is genuine and not collusive or sham; that the bidder is solicited any other bidder to put in a false or sham bid, and has spired, connived, or agreed with any bidder or anyone else to put in from bidding; that the bidder has not in any manner, directly or unication, or conference with anyone to fix the bid price of the overhead, profit, or cost element of the bid price, or of that of any is against the public body awarding the contract of anyone all statements contained in the bid are true; and further, that the abmitted his or her bid price or any breakdown thereof, or the on or data relative thereto, or paid, and will not pay, any fee to any ciation, organization, bid depository, or to any member or agent in bid.
AUTHORIZED SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE	

## TREE ORDINANCE

### Chapter 42 - VEGETATION[1]

#### ARTICLE II. - TREES AND SHRUBS IN PUBLIC AREAS[2]

#### Footnotes:

--- (2) ---

**State Law reference**— Planting of trees along highways, MCL 247.231 et seq.; care of trees and shrubs along highways, MCL 247.241 et seq.

#### Sec. 42-31. - Definitions.

(a)

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Park means all public parks and all areas owned by the village, or to which the public has free access.

Public utility means any person, organization, firm or corporation, public or private, duly authorized to supply electric, gas, telephone, telegraph, or water service to, or for the general benefit of the public.

Right-of-way means any public street, highway, alley or avenue of the village.

Trees and shrubs means all woody vegetation.

(b)

The terms of this article, unless otherwise specifically stated, shall apply only to public streets, alleys, highways easements, parkways, parks and other land publicly owned or controlled by the village.

(Ord. No. 59, § 1, 7-27-1965)

Cross reference— Definitions generally, § 1-2.

### Sec. 42-32. - Administration; control.

The village council shall have control over the planting, pruning, spraying, cultivating, preserving, and removal of all trees, shrubs, and plants in the streets, alleys, parks, and other public areas of the village.

(Ord. No. 59, § 2, 7-27-1965)

### Sec. 42-33. - Enforcement of article provisions.

The superintendent of the department of public works shall be charged with the duty of enforcing the provisions of this article as directed or required by the village council.

(Ord. No. 59, § 3, 7-27-1965)

#### Sec. 42-34. - Prohibited acts.

It shall be unlawful for any person to do any of the following acts:

(1)

No person shall plant, cut down, destroy, or remove any shrubs or trees on the streets, alleys, parks, and other public areas of the village at any time without first obtaining a written permit from the superintendent of public works.

(2)

No person shall have the right to plant any trees in such a location that their roots are likely to injure sewers or heave walk or street surfaces.

(3)

No person shall plant any tree that will exceed a maximum growth height of 40 feet in a public right-of-way where police, fire, street lighting, traffic signal or public utility overhead wires and equipment are located.

(4)

No person shall use any tree as an anchor and no material shall be fastened to or hung on any tree in any right-of-way or park. No electrical wires or insulation, or any other lines or wires shall be attached to any tree in any manner that shall cause damage thereto.

(5)

No person shall keep any building material and other debris less than four feet from any tree or shrub.

(6)

No person shall break, injure, mutilate, kill or destroy any tree or shrub on public property and rights-of-way, or permit any fire or the heat thereof, to injure any portion of any tree.

(7)

No person shall allow any toxic chemicals or other injurious materials to seep, drain, or be emptied on, near or about any tree; provided, however, that this shall not prohibit the use of village approved chemical control of trees and brush growth. (Ord. No. 59, § 4, 7-27-1965)

### Sec. 42-35. - Interference with spread of light, visibility of wires and equipment; right to trim.

The village shall have the right to trim any tree or shrub on private property when it interferes with the proper spread of light along the street from a streetlight, or interferes with visibility of any traffic control device or sign, or visibility at street intersections, or interferes with any public utility wires or equipment necessary to serve police or fire communication systems or street lighting or traffic control systems.

(Ord. No. 59, § 5, 7-27-1965)

#### Sec. 42-36. - Removals.

The village council is authorized to direct the superintendent of public works to remove any trees or shrubs growing on any rights-of-way, park or public place in the village when such trees or shrubs interfere with fire hydrants, sewers and water mains, visibility at street intersections, traffic control devices or construction affecting the public health and safety within rights-of-way.

(Ord. No. 59, § 6, 7-27-1965)

### Sec. 42-37. - Growth controlled at intersections.

All shrubs or plants located on the triangle formed by two right-of-way lines at the intersection of two streets, and extending for a distance of 25 feet each way from the intersection of such streets on any corner lot within the village, shall not be permitted to grow to a height of more than two feet above the surface of the roadway, in order that the view of the driver of a vehicle approaching a street intersection shall not be obstructed. Trees may be maintained in this area, provided that all branches are trimmed to maintain a clear vision for a vertical height of ten feet above the roadway surface.

(Ord. No. 59, § 7, 7-27-1965)

### Sec. 42-38. - Public improvements; special assessments.

Whenever deemed necessary by the village council, the superintendent of public works shall lay out and plant trees and shrubs upon any public rights-of-way within the village, or remove undesirable species of trees therefrom. Such planting or removal shall be deemed to be a public improvement. The cost of it may be paid, in whole or in part, by levying and collecting special assessments upon property especially benefited thereby, in accordance with the provisions in the Charter governing special assessments.

(Ord. No. 59, § 8, 7-27-1965)

### Sec. 42-39. - List of acceptable trees and shrubs.

The village council shall prescribe the acceptable variety of trees and shrubs to be planted in public rights-of-way and parks. A list of such trees and shrubs shall be available for inspection at the office of the village clerk.

(Ord. No. 59, § 9, 7-27-1965)

### Sec. 42-40. - Planting strips.

No tree shall be planted in planting strips between the curb and sidewalk less than three feet from the sidewalk. Trees on private property adjacent to the sidewalk should be planted not less than three feet therefrom. No tree shall be planted in planting strips where the distance between the back of the curb and the sidewalk is less than six feet in width. No tree shall be planted nearer to the intersection of any two or more streets than 30 feet from the point of intersection of the two right-of-way lines.

(Ord. No. 59, § 10, 7-27-1965)