

CITY OF SWARTZ CREEK
Park and Recreation Advisory Board
Tuesday, August 19, 2025, 5:30 P.M.
City Council Chambers, 8083 Civic Drive
Agenda

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. ROLL CALL: James Barclay, Edmund Bosas, Dennis Cramer, Mark Gonyea,
Nate Henry, Kelli Melen, Walt Melen, David Witter, Sara Witter
4. APPROVAL OF AGENDA:
5. APPROVAL OF MINUTES :
6. MEETING OPEN TO PUBLIC:
7. COMMUNICATIONS TO BOARD:
 - A. June 17, 2025 Minutes
 - B. Staff Letter
 - C. Abrams Forestry Bid Docs
 - D.
8. REPORTS:
 - A. DPW Director & City Manager
 - B.
9. BUSINESS:
 - A. Otterburn Grant & Abrams Grant Updates
 - B. Slip and Slide Debrief
 - C. Park Mowing
 - D. Park Ranger Observations & Expectations
 - E.
10. MEETING OPEN TO PUBLIC:
11. BOARD MEMBER COMMENTS:
12. ADJOURNMENT:

**CITY OF SWARTZ CREEK
VIRTUAL PARK AND RECREATION ADVISORY BOARD
ACCESS INSTRUCTIONS
TUESDAY, AUGUST 19, 2025 5:30 P.M.**

The August 19, 2025 Park Board meeting will commence at 5:30 p.m. This meeting will be conducted in-person and virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 and rules promulgated by the Michigan Department of Health and Human Services.

To comply with the **Americans with Disabilities Act (ADA)**, any citizen requesting accommodation to attend this meeting, and/or to obtain the notice in alternate formats, please contact Renee Kraft, 810-429-2766 48 hours prior to meeting,

Zoom Instructions for Participants

To join the conference by phone:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID** number (also provided below) when prompted using your touch-tone (DTMF) keypad.

Before a videoconference:

1. You will need a computer, tablet, or smartphone with speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. Details, phone numbers, and links to videoconference or conference call is provide below. The details include a link to **“Join via computer”** as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

To join the videoconference:

1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

You may also join a meeting without the link by going to join.zoom.us on any browser and entering the Meeting ID provided below.

If you are having trouble hearing the meeting, you can join via telephone while remaining on the video conference:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID number** (also provided below) when prompted using your touchtone (DTMF) keypad.
3. If you have already joined the meeting via computer, you will have the option to enter your participant ID to be associated with your computer.

Participant controls in the lower left corner of the Zoom screen:



Using the icons in the lower left corner of the Zoom screen you can:

- Mute/Unmute your microphone (far left)
- Turn on/off camera (“Start/Stop Video”)
- Invite other participants
- View participant list-opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand during Call to the Public
- Change your screen name that is seen in the participant list and video window
- Share your screen

Somewhere (usually upper right corner on your computer screen) on your Zoom screen you will also see a choice to toggle between “speaker” and “gallery” view. “Speaker view” show the active speaker.

Renee Kraft is inviting you to a scheduled Zoom meeting.

Topic: City of Swartz Creek Park & Recreation Board Meeting

Time: August 19, 2025 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83096401128>

Meeting ID: 830 9640 1128

One tap mobile

+13017158592,,83096401128# US (Washington DC)

+13126266799,,83096401128# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 830 9640 1128

Find your local number: <https://us02web.zoom.us/j/83096401128>

If you have any further questions or concern, please contact 810-429-2766 or email rkraft@cityofswartzcreek.org. A copy of this notice will be posted at City Hall, 8083 Civic Drive, Swartz Creek, Michigan.

CITY OF SWARTZ CREEK VIRTUAL (ELECTRONIC) MEETING RULES AND PROCEDURES

In order to conduct an effective, open, accessible, and professional meeting, the following protocols shall apply. These protocols are derived from the standard practices of Swartz Creek public meetings, Roberts Rules of Order, and city board & commission procedures. These procedures are adopted to govern participation by staff, councilpersons and members of the public in all City meetings held electronically pursuant to PA 228 of 2020. Note that these protocols do not replace or eliminate established procedures or practices. Their purpose is to augment standing expectations so that practices can be adapted to a virtual meeting format.

The following shall apply to virtual meetings of the city's public bodies that are held in accordance with the Open Meetings Act.

1. Meetings of the City Council, Planning Commission, Zoning Board of Appeals, Downtown Development Authority, Park Board, or committees thereunder may meet electronically or permit electronic participation in such meetings insofar as (1) the Michigan Department of Health and Human Services restricts the number of persons who can gather indoors due to the COVID-19 pandemic; (2) persons have an illness, injury, disability or other health-related condition that poses a risk to the personal health or safety of members of the public or the public body if they were to participate in person; or (3) there is in place a statewide or local state of emergency or state of disaster declared pursuant to law or charter by the governor or other person authorized to declare a state of emergency or disaster.
2. All meetings held hereunder must provide for two-way communication so that members of the public body can hear and respond to members of the general public, and vice versa.
3. Members of the public body who participate remotely must announce at the outset of the meeting that he/she is in fact attending the meeting remotely and by further identifying the specific physical location (by county, township, village and state) where he/she is located. The meeting minutes must include this information.
4. Notice of any meeting held electronically must be posted at the City Offices at least 18 hours before the meeting begins and must clearly explain the following:
 - (a) why the public body is meeting electronically;
 - (b) how members of the public may participate in the meeting electronically, including the specific telephone number, internet address or similar log-in information needed to participate in the meeting;

- (c) how members of the public may contact members of the public body to provide input or ask questions on any business that will come before the public body at the meeting;
 - (d) how persons with disabilities may participate in the meeting.
5. The notice identified above must also be posted on the City's website homepage or on a separate webpage dedicated to public notices for non-regularly scheduled or electronic public meetings that is accessible through a prominent and conspicuous link on the website's homepage that clearly describes the meeting's purpose.
 6. The City must also post on the City website an agenda of the meeting at least 2 hours before the meeting begins.
 7. Members of the public may offer comment only when the Chair recognizes them and under rules established by the City.
 8. Members of the public who participate in a meeting held electronically may be excluded from participation in a closed session that is convened and held in compliance with the Open Meetings Act.

MAINTAINING ORDER

Public body members and all individuals participating shall preserve order and shall do nothing to interrupt or delay the proceedings of public body.

All speakers shall identify themselves prior to each comment that follows another speaker, and they shall also indicate termination of their comment. For example, "Adam Zettel speaking. There were no new water main breaks to report last month. That is all."

Any participants found to disrupt a meeting shall be promptly removed by the city clerk or by order of the Mayor. Profanity in visual or auditory form is prohibited.

The public body members, participating staff, and recognized staff/consultants/presenters shall be the only participants not muted by default. All other members must request to speak by raising their digital hand on the Zoom application or by dialing *9 on their phone.

MOTIONS & RESOLUTIONS

All Motions and Resolutions, whenever possible, shall be pre-written and in the positive, meaning yes is approved and no is defeated. All motions shall require support. A public body member whom reads/moves for a motion may oppose, argue against or vote no on the motion.

PUBLIC ADDRESS OF BOARD OR Commission

The public shall be allowed to address a public body under the following conditions:

1. Each person who wishes to address the public body will be first recognized by the Mayor or Chair and requested to state his / her name and address. This applies to staff, petitioners, consultants, and similar participants.
2. Individuals shall seek to be recognized by raising their digital hand as appropriate on the digital application.
3. Petitioners are encouraged to appropriately identify their digital presence so they can be easily recognized during business. If you intend to call in only, please notify the clerk in advance of your phone number.
4. The city clerk shall unmute participants and the members of the public based upon the direction of the mayor or chair. Participants not recognized for this purpose shall be muted by default, including staff, petitioners, and consultants.
5. Individuals shall be allowed five (5) minutes to address the public body, unless special permission is otherwise requested and granted by the Mayor or Chair.
6. There shall be no questioning of speakers by the audience; however, the public body, upon recognition of the Mayor or Chair, may question the speaker.
7. No one shall be allowed to address the public body more than once unless special permission is requested, and granted by the Mayor or Chair.
8. One spokesperson for a group attending together will be allowed five (5) minutes to address the public body unless special permission has been requested, and granted by the Mayor or Chair.
9. Those addressing the public body shall refrain from being repetitive of information already presented.
10. All comments and / or questions shall be directed to and through the Mayor or Chair.
11. Public comments (those not on the agenda as speakers, petitioners, staff, and consultants) are reserved for the two "Public Comment" sections of the agenda and public hearings.

VOTING RECORD OF PUBLIC BODIES

All motions, ordinances, and resolutions shall be taken by "YES" and "NO" voice vote and the vote of each member entered upon the journal.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
PARK AND RECREATION ADVISORY BOARD
MINUTES OF REGULAR MEETING
PAUL D. BUECHE MUNICIPAL BUILDING
JUNE 17, 2025

Meeting called to order at 5:31 p.m. by Chairperson Barclay

Members Present: Barclay, Bosas, Gonyea, Henry, S. Witter, W. Melen, D. Witter, K. Melen.

Members Absent: Cramer.

Staff Present: Rob Bincsik and Adam Zettel.

Others Present: Lania Rocha.

APPROVAL OF AGENDA: Motion by Gonyea to approve the agenda for June 17, 2025, support by Melen.

Unanimous Voice Vote.
Motion Declared Carried.

APPROVAL OF MINUTES: Motion by W. Melen to approve minutes of May 20, 2025, support by Bosas.

Unanimous Voice Vote.
Motion Declared Carried.

MEETING OPEN TO THE PUBLIC: No comments.

COMMUNICATIONS TO THE BOARD:

- A. May 20, 2025 Minutes
- B. Staff Letter
- C. Fitness Court Materials
- D. Otterburn Update (plans & costs distributed at meeting)

REPORTS:

- A. DPW Director Mr. Bincsik and Mr. Zettel gave updates. Abrams garden work is underway; tot lot fence is mended; basketball backboard and merry go round are repaired; baseball field is improved. Elms chloride occurring tomorrow. BC Park chargers coming; electrification of pavilion is possible.

BUSINESS:

- A. Otterburn Park: Doug Schultz presented the most recent plans and cost estimates. He is going to collect information on the bathroom lighting, upfitting, and exterior materials.
- B. Fitness Courts: Adam presented the National Fitness Council fitness court concept. The board liked the concept and seemed to prefer a downtown location (possibility with DDA support). However, the \$200,000 local match seemed high. There was not support to proceed at this price. Adam will look into other options that may accomplish many of the goals at half the price.
- C. Slip and Slide Event: DPW is ready to go. Rob to look into sign copies to advertise the event on city A-frames.

MEETING OPEN TO PUBLIC:

Lania Rocha noted that the Summer Bash was this weekend.

BOARD MEMBER COMMENTS:

Board Member Barclay noted that some people were skating at the tennis courts at Elms, and this should be prohibited with signs.

Board Member Bosas asked if the park rangers were going to start soon to assist with maintaining order in the parks.

Board Member Gonyea found the meeting informative and is looking forward to Otterburn park and discussions about a fitness court.

Board Member Henry asked about abandoned dogs at Elms Park and noted some vacant County Board appointments.

Board Member Witter finds the pickleball fences to be helpful.

ADJOURNMENT: Meeting adjourned at 6:29 p.m.

NEXT MEETING: July 15 2025, 5:30 p.m.

Mark Gonyea, Secretary



Adam Zettel, AICP

City Manager

azettel@cityofswartzcreek.org

Date: August 13, 2025

To: Park Commissioners
From: Adam Zettel, AICP
RE: August 19, 2025 Park Board Meeting

Hello everyone,

We will be meeting at 5:30 p.m. on Tuesday, August 19, 2025 in the council chambers of city hall. The meeting will also be available to the general public via Zoom, but park board members must attend in person to participate.

As we are coming to Labor Day already, there is not much new business for the park board to discuss. However, we do have some progress on our grants (Otterburn and Abrams), which I can go over. In short, Otterburn has proceeded past some essential federal reviews, which is great news. We are independently pricing the connection of water and sewer now.

Abrams Forestry is ready to bid. I am including the specifications in case the board has comments. For the most part, this reflects the grant application, with changes desired by the DNR, including the tree species selection. I intend to bid this quickly and have an award made in early September, with trees to go in soon after. I hope to get a bit of momentum going with this in the form of some additional awareness and some community donated trees.

We can also commence with debriefing our slip and slide and the impact of the park rangers, which have been spending weekend time at Elms for about two months. Lastly, I am placing park mowing on the agenda for discussion. There have been some concerns regarding this service that should be vetted.

In other news, we discussed the potential for a fitness park in June. Based on conversation, it appeared that this was not a priority in the near future, especially at the price point that was discussed.

8083 Civic Drive

Swartz Creek Michigan 48473

Phone: (810)-635-4464

Fax: (810)-635-2887

www.cityofswartzcreek.org

ftp://cityofswartzcreek.org

August 19, 2025
Park Board

We still have work to do this summer, which includes the pickleball nets at Elms (pending contractor), trail signs along the Genesee Valley Trail (pending contractor) and new bike racks (ordered).

I expect to have the annual review of our park rules and feeds on the September 16 agenda.

Contact me with additional future agenda items, questions, or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam Zettel", with a stylized flourish at the end.

Adam H. Zettel, AICP
City Manager
City of Swartz Creek
azettel@cityofswartzcreek.org

**BID FORM
ABRAMS PARK FORESTRY
SWARTZ CREEK, MICHIGAN 48473**

To: The City of Swartz Creek

8083 Civic Drive

Swartz Creek, MI 48473

BID PRICE

The Bidder, having visited the site of the proposed work, and having familiarized themselves with local conditions affecting the cost of the work and with the requirements of the Information For Bidders, hereby agree to furnish all the labor, materials and equipment necessary to complete the work as described in the Advertisement and Bid Specification Document within the time set forth therein.

<u>Item</u>	<u>Cost</u>
Purchase and installation (2-2.5" B&B Sycamore/Platanus spp. X6)	\$
Purchase and installation (2-2.5" B&B White Oak/Quercus alba x4)	\$
Purchase and installation (2-2.5" B&B Swamp White Oak/Quercus bicolor x4)	\$
Purchase and installation (2-2.5" B&B Hackberry/Celtis occidentalis x6)	\$
Purchase and installation (2-2.5" B&B American Elm/Ulmus americana x6) <i>Dutch elm disease resistant cultivars only, such as Valley Forge, New Harmony, and Princeton</i>	\$
Purchase and installation (2-2.5" B&B American Basswood/Tilia americana x6)	\$
Purchase and installation (2-2.5" B&B Sugar Maple/Acer saccharum x6)	\$
Watering (38 trees x 16 occurrences during one year maintenance period)	\$

Total	\$
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EXECUTION OF CONTRACT

Upon receipt of the Notice of Award the Bidder agrees to execute an Agreement within ten calendar days.

WAIVER

The Bidder does hereby represent and warrant that the price in their Bid is a complete and correct statement of the price for the work in said Bid, and further, that all other information given or furnished in this Bid is complete, correct and submitted as intended by them and does hereby waive any right or claim they may now or hereinafter have by reason of errors, mistakes or omissions made by them in said Bid.

BID NON-COLLUSIVE

The Bidder does hereby represent that their Bid is genuine and not collusive or a sham, and that they have not in any manner, directly or indirectly, agreed or colluded with any other person, firm or association to submit a sham Bid or to refrain from bidding or in any way to fix this Bid or that of any other Bidder, or to secure any advantage against The City of Swartz Creek.

The Bidder does hereby represent and warrant that no officer or employee of The City of Swartz Creek is directly or indirectly interested in this Bid or in any Contract which may be made under it, or any expected profits to arise there from.

PERIOD BID GUARANTEE

The Bidder agrees that their Bid is guaranteed for a period of ninety (90) calendar days after the scheduled closing time for receipt of the Bids.

TIME OF COMPLETION

If awarded the Contract for the project, the Bidder agrees to complete the entire Work within forty five (45) calendar days from the date of a signed contract.

LEGAL STATUS OF BIDDER

The Bidder declares the following legal status: (Check One)

☐ A Corporation organized and existing under the laws of the State of _____

☐ A Partnership consisting of the following partners:

☐ An individual doing business as:

AUTHORIZED SIGNATURE OF BIDDER

Firm Name: _____

By: _____

Title: _____

Business Address: _____
(Street)

(City, State, Zip Code)

(Phone)

(Email)

**REQUEST FOR BIDS
ABRAMS FORESTRY
CITY OF SWARTZ CREEK
AUGUST 2025**

Overview

The City of Swartz Creek, Michigan is seeking proposals for the installation of thirty-eight trees within Abrams Park 5247-5403 Winshall Drive, Swartz Creek Michigan 48473. Swartz Creek is located approximately 7 miles west of downtown Flint, Michigan, near the western edge of Genesee County.

Definitions

“Bids”- shall be defined as an announcement of terms indicating what items are needed to complete a project.

“Bidders”-shall be defined as any person(s) or company that attempts to meet the terms of the bid.

“City”- shall mean the City of Swartz Creek.

“Contract”- shall mean the contract between the City and the Successful Bidder.

“Successful Bidder”- shall be defined as the bidder who is chosen by the City Council to enter into contract with the City.

These definitions are meant as guides for understanding and are not binding explanations.

Qualification Requirements

Bids are solicited only from responsible bidders known to be experienced and regularly engaged in work of similar character and scope covered in this Request for Bids (“RFB”). Satisfactory evidence that the bidder has the necessary capital, equipment and personnel to do the work may be required.

Bid Form

Sealed bids must be submitted on the bid forms furnished by the City. All bids must be filled out in ink or type written and shall be legally signed with the complete address of the bidder given thereon. Bidders not responding to all information requested in this RFB may have their bids rejected. The city council reserves the right to reject any and all bids and to accept any bid which in its opinion, is most advantageous to the City. Bids submitted must remain valid for at least ninety (90) days past the response date provided in this RFB.

Response Date

To be considered, sealed bids must be received at the City Office, 8083 Civic Drive, Swartz Creek, MI 48473, on or before 11:00 a.m. on Wednesday, September 8, 2025 during the following hours: Monday between 8:00 a.m. and 6:00 p.m., Tuesday and Thursday between 8:00 a.m. and 4:30 p.m., Wednesday between 8:00 a.m. and 4:00 p.m. excluding holidays. Contractors mailing bids should allow adequate delivery time to assure timely receipt of their bids. Sealed envelopes containing bids must be clearly marked on the outside with the contractor's name and **"CITY OF SWARTZ CREEK ABRAMS FORESTRY."**

Opening of Bids

All bids received will be publicly opened and read at city hall at or soon after 11:00 a.m. on **Wednesday, September 8, 2025**. All bidders are invited to be present if desired.

Rejection of Bids

The City reserves the right to reject any or all bids, in part or in their entirety, or to waive any information or defect in any bid, or accept any bid which, in its opinion is deemed most advantageous to the city.

Explanations and Alternate Bids

Explanations desired by a prospective bidder shall be requested of the City in writing, and if explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each bidder. Every request of such explanations shall be in writing and addressed to: Robert Bincsik, City of Swartz Creek, 8083 Civic Drive, Swartz Creek, MI 48473.

Contract Execution

The bidder to whom the contract is awarded shall, within ten (10) calendar days after the notice of award, enter into a written contract with the City. Failure to execute a contract will be considered abandonment of the award and the City shall have no further obligation to that bidder.

Incurring Costs

The City is not liable for any costs incurred by contractors prior to the issuance of the contract.

Material Submitted

All materials submitted as part of a bid will become the property of the City. The City reserves the right to use any and all ideas presented.

Scope of Work

Bids shall address, to the greatest extent possible, all possible service delivery impacts, including but not limited to, bid prices, equipment availability, etc., throughout the term of the contract.

The City seeks to have thirty-eight trees purchased and fully installed in Abrams Park before October 31, 2025. The trees are to be 2-2.5" or greater, B&B, of the following compositions:

<u>Item</u>
Purchase and installation (2-2.5" B&B Sycamore/Platanus spp. X6)
Purchase and installation (2-2.5" B&B White Oak/Quercus alba x4)
Purchase and installation (2-2.5" B&B Swamp White Oak/Quercus bicolor x4)
Purchase and installation (2-2.5" B&B Hackberry/Celtis occidentalis x6)``
Purchase and installation (2-2.5" B&B American Elm/Ulmus americana x6) <i>Dutch elm disease resistant cultivars only, such as Valley Forge, New Harmony, and Princeton</i>
Purchase and installation (2-2.5" B&B American Basswood/Tilia americana x6)
Purchase and installation (2-2.5" B&B Sugar Maple/Acer saccharum x6)

The contractor shall supply the trees, equipment, soils, mulch, and related supplies as necessary to fully install the trees. Any substitutions should be noted and explained in the bid. Contracted shall be responsible for relocating and spoils.

The contractor shall supply one year maintenance and warranty as described herein.

The contractor may be asked to water the trees during the first growing season and is asked to supply a bid price for sixteen waterings of all trees at 20 gallons per tree.

The successful bidder should possess proven experience in successful forestry practices. If the bidder is the not the supplier of any trees, they shall disclose the nursery or source of the trees to be planted.

All work will be conducted according to the following specifications:

1. Winning bidder will operate safely and in compliance with all applicable OSHA regulations.
2. Winning bidder shall access the site and conduct work in a manner that avoids damage to sidewalks, roadways, vehicles, existing trees, play equipment, turf, and power lines.
3. Winning bidder will provide all necessary equipment to complete the job.
4. Winning bidder will complete the job in a workmen like manner; clean job site, limited damage to turf grass, no garbage left behind, no spills, etc.
5. Winning bidder will need to be able to communicate with the city to help coordinate the job completion and notification to the public regarding park access.

6. Trees shall be planted in accordance with the Detailed Specifications and Planting Diagram, including the guaranteed period attached hereto.
7. The city may elect to extend pricing to purchase additional trees for this site and/or other accessible public sites in the city, if agreeable to the winning bidder.

Bidder Qualifications

A description of the primary contact's background, as well as the company's background and previous experience shall be included with the proposal.

In the event that portions of the work are to be subcontracted or a joint affiliation utilized, details of such affiliation shall be furnished along with the same information as required for the bidder.

Requirements (As applicable)

- A. Proof of State of Michigan licenses and any other necessary licenses or certifications.
- B. Availability and ability to perform the work and coordinate and schedule the work with others involved on the project.
- C. Ability to communicate and work effectively with the City of Swartz Creek, its officials, administration, staff, and consultants with respect to any of the services required.
- D. Ability to work effectively with public agencies and officials.
- E. Ability to submit reviews, reports, and inspection results in writing and in a timely manner to the City of Swartz Creek, if so requested.
- F. The successful bidder or their representative shall attend any regular or special meetings, as requested by the City.
- G. Ability to meet or accomplish the following specific project requirements:
 1. Successful bidder, at successful bidder's cost, shall secure any necessary permits.
 2. As work progresses, carefully clean and keep the project site clean of rubbish and refuse.
 3. Remove all rubbish or refuse from the project site daily; no material or debris may be buried on site.
 4. Limit hours of operation to Monday through Friday during the hours of 8:00 a.m. to 6:00 p.m. Special hours of operation outside the normal hours must be approved by the City.

Bidder Responsibility

The City of Swartz Creek will not be liable for any cost incurred in the development of a proposal responsive to this request. By submitting a bid to the work, the bidder represents that it is fully informed concerning the scope of the project, the requirements

of the contract, the physical conditions likely encountered in the work, and the character, quality and quantity of the services required by the City.

The successful bidder shall furnish all labor materials, supplies, devices, or tools needed to perform the required services. The bidder will not be entitled to additional compensation if it later determines that conditions require methods or equipment other than those anticipated in making its bid. In addition, the successful bidder shall provide all vehicles and other equipment and material necessary for work. Bidders having questions regarding this RFB should request clarification prior to submittal of a bid. Negligence or inattention of the bidder in filing a bid, or in any phase of the performance of the work, shall be grounds for refusal of the City to agree to additional compensation. Bidders having questions regarding this RFB shall contact the City for clarification.

Safety

The successful bidder shall comply with the Safety Rules and Regulations of the Associated General Contractors of America, the Occupational Safety and Health Standards of the Construction Industry, State of Michigan, Department of Energy, Labor & Economic Growth, for the protection of workers on this project.

All equipment and work shall conform to the requirements of the Occupational Safety and Health Act and Michigan Department of Labor Occupational Safety Standards, as amended.

Assignments or Subcontracting

The successful bidder shall not assign, subcontract or otherwise transfer its duties and/or obligations under this proposal, without prior written consent of the City. If the bidder anticipates that it will need to subcontract its duties in order to fulfill the contract requirements, that information must be disclosed in the bidder's response and subcontractor information (i.e. company name and contact information) shall be included in the bid document.

Fair Employment Practices

The successful bidder agrees to not discriminate against any employee or applicant for employment, to be hired in the performance of the contract with respect to hire, tenure, term, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of sex, race, color, religion, national origin, ancestry handicap or any other basis prohibited by state or federal law or regulations.

Contractor's Payment of Taxes, Permits, Etc.

The successful bidder shall be solely responsible for:

- a. Payment of wages to its work force in compliance with all federal and state laws, including the federal and state wage and hour laws.
- b. Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by the successful bidder under state and federal law.
- c. Payment of all applicable federal, state, or municipal taxes, charges or permit fees, whether now in force or subsequently enacted.
- d. Payment of any and all suppliers, merchants or vendors from whom the successful bidder obtains items and materials related to the contract.

The successful bidder shall indemnify and hold the City harmless from all claims arising from the foregoing payment obligations of the successful bidder.

Damage to Persons or Property

The successful bidder also accepts sole responsibility for any damage to any person or damage to public, or private property resulting from their performance of the work, whether based on negligence or any other legal or equitable claim.

The successful bidder will protect, defend and hold harmless, the City from any and all damage, claim liability, or expenses whatsoever, or amounts paid in compromise thereof arising out of or connected with the performance of this contract, including those related to the successful bidder's (or its subcontractors') negligence.

Insurance

A. Liability Coverages

1. The Successful Bidder shall furnish at his own expense and keep in full force during the terms of this contract the following coverages which shall list the City as an additional insured:
 - Insurance covering bodily injury in the minimum sum of \$1,000,000 for each occurrence.
 - Insurance covering property damage in the minimum sum of \$200,000 for each occurrence, \$100,000 aggregate.
 - Automobile liability insurance in the minimum of \$500,000 combined single limit for bodily injury and property damage.

2. Workers Compensation Compliance

Successful bidder shall also comply with all requirements of the Michigan Workers' Compensation Law and shall at his own expense, maintain such insurance, including employer's liability, as will protect him from claims under said law and from any other claims for personal injuries, including death which may arise from

the operations under the contract, whether operations be by himself/herself, or anyone directly or indirectly employed by him.

B. Certificates of Insurance

Included in bid package, bidders shall provide the City complete certificates of insurance to meet the above requirements. Policies shall be endorsed to provide the City at least thirty (30) days written notice of reduction, cancellation, or intent not to renew coverages as called for above.

If insurance is canceled, reduced, non-renewed or otherwise is not in effect to the minimum required coverage, the successful bidder must cease work on this bid.

C. Submission of Policies and Certificates of Insurance

The successful bidder shall provide the City with a copy of its required insurance policies and certificates of insurance as described above. If the successful bidder does not provide such materials in the time provided for, the successful bidder will be disqualified, and the bid will be awarded to the next lowest bidder or in the creation of a new request for bid.

Quality of Service

The City expects the successful bidder to maintain all equipment in a clean and well-operating fashion, with special consideration for proper maintenance and care of all elements, items and equipment mentioned in this document. The successful bidder will operate in a professional manner and keep all noise and other nuisances to a minimum at all times while under contract with the City. The successful bidder shall observe city ordinances relating to obstruction of streets and shall obey all laws and city ordinances controlling or limiting those engaged in the work. The successful bidder shall handle the work in a manner that will cause the least inconvenience and annoyance to the public and to the property owners. The successful bidder shall file all documents outlined in this RFB in a timely and well-organized manner.

Operation of Vehicles

The successful bidder shall operate all company vehicles in a manner to not impede traffic flow on city streets. Company vehicles are not to be left unattended for any reason except for emergencies or in the actual performance of the job. When a vehicle is left unattended for the actual performance of the job, it shall be according to city codes/ordinance in place at that time.

Support Facilities

The successful bidder shall have sufficient staff and communications facilities to assure ready accessibility and prompt response to the needs of the City.

Breach of Contract and City's Right to Terminate Contract

In the event that any of the provisions of this bid and/or resulting contract are breached by the successful bidder, the City shall give written notice to the successful bidder of the breach or pattern of behavior that constitutes the breach and allow the successful bidder to resolve the breach or pattern of behavior that constitutes the breach within ten (10) calendar days of the successful bidder's receipt of notice. If the breach or pattern of behavior is not resolved, then the City manager of the City of Swartz Creek shall have the right to cancel any contract by sending written notice to the successful bidder of cancellation.

If the successful bidder should be judged bankrupt, if it should make a general assignment for the benefit of its creditors, if a receiver should be appointed on account of its insolvency, if it should persistently or repeatedly refuse to supply enough labor, materials and/or equipment to meet the scope of work of the contract, if it should persistently disregard laws of the State of Michigan and/or ordinances of the City, or if it fails to comply and fulfill its obligations under any provision of the contract resulting from its bid, the City may, without prejudice to any other right or remedy, terminate the contract immediately.

City's Right to Modify Contract

The City reserves the right to negotiate with the successful bidder for a change in terms of the contract during the term of the contract and to make adjustment relative to the implementation of a change that reduces or modifies the need for the engineering services. If the City and the successful bidder are unable to agree on a revised contract, the City may seek new proposals and, with a minimum of ten (10) calendar day's written notice from the City, may terminate the unexpired portion of the contract. The City shall not be liable for any cost under this section beyond the contract price for the period when service was actually provided.

No Conflict of Interest

The bidder must provide a statement that it has no conflicting financial or professional interests and is qualified to perform the services requested.

References

All bidders shall include a list of current and prior projects similar to that proposed in this RFB as references for qualifying experience. The name, address, and telephone numbers of the responsible individual(s) at the reference project site who may be contacted shall be included. Particular attention will be paid to references from other

municipalities and/or public sector entities within Genesee, Shiawassee, Livingston, and Oakland Counties.

Payment

The City shall pay for acceptable work within thirty (30) days of receipt of invoice, except that prior to approval of and final payment for the completion of the project, the successful bidder must thoroughly clear the project site and any other place affected by the work of all debris to the City's satisfaction, in the City's sole discretion.

Maps
Abrams Forestry Bid
City of Swartz Creek
2025

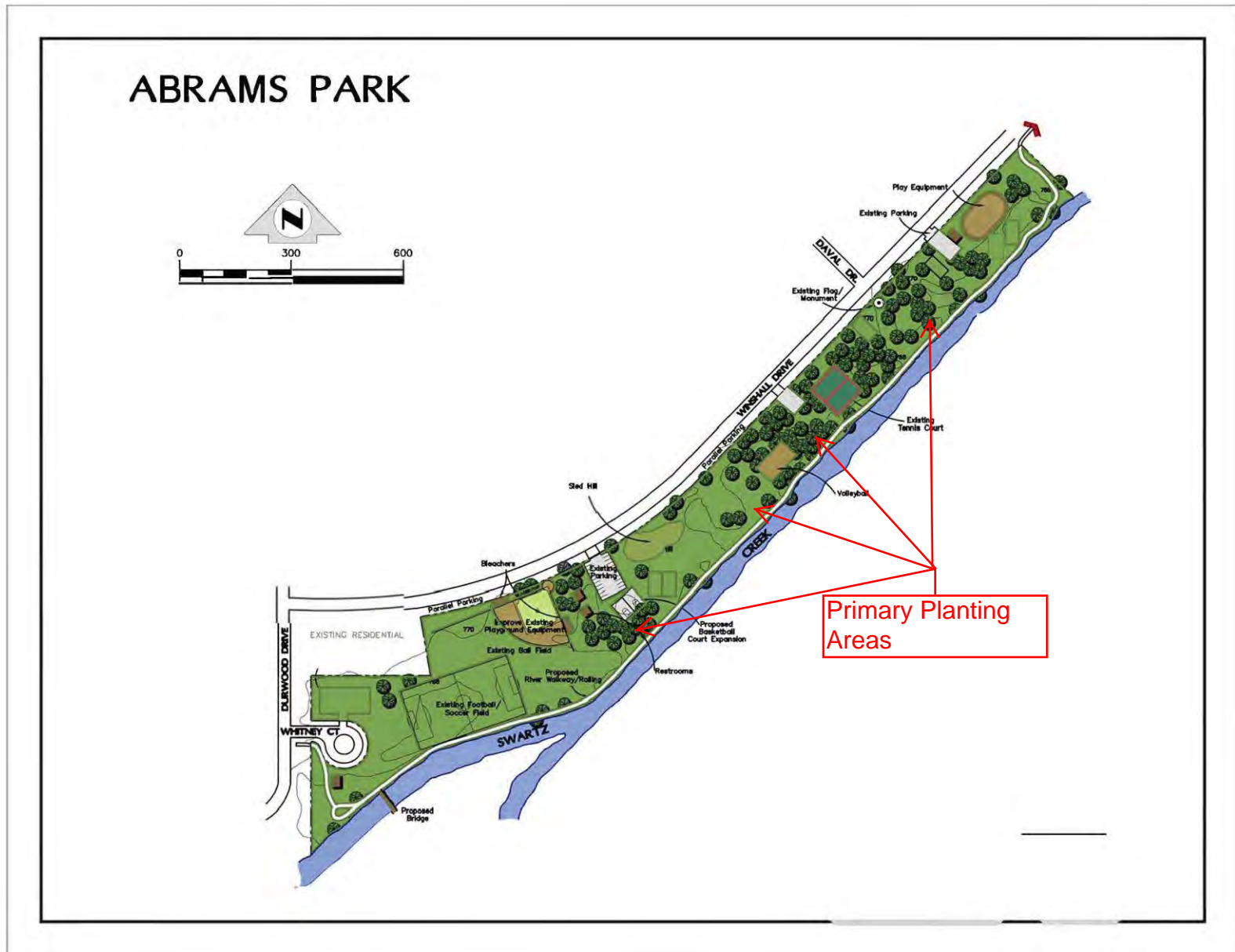
Google Maps



Imagery ©2022 CNES / Airbus, Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2022

500 ft

Map 4: Abrams Park Drawing



Detailed Specifications & Planting Diagram
Abrams Forestry Bid
City of Swartz Creek
2025

DETAILED SPECIFICATIONS

SCOPE OF WORK

To provide all supervision, material, labor, equipment, service operations and expertise required to acquire, deliver, plant, maintain and guarantee for one year, trees, as specified herein. These specifications, including drawings, tree locations and plant materials lists, apply to those items necessary for and incidental to the execution and completion of tree purchase, delivery, and planting. The contractor has a responsibility to:

- A. Furnish, transport and plant trees.
- B. Contact Miss Dig/local utility for verification of all underground utility lines in the area of the work prior to the planting of any trees.
- C. Exercise reasonable care during excavation, tree delivery, planting, filling, grading, and cleanup, to protect from damage all existing trees, shrubs, vegetation, and other site features, improvements, structures, and utilities.
- D. Work safely and adhere to all applicable standards and permit requirements.
- E. Take all precautions to ensure the safety of the public.
- F. Interact with the public in a professional and courteous manner.
- G. Any work incidental to above.

SPECIFICATIONS

Section 1: Materials

A complete list of trees, including species and sizes, is included on the Bid Forms.

The Contractor shall furnish a written list of the proposed sources (i.e. grower, not broker) of nursery stock. City may reject a proposed source if their stock is grown in a hardiness zone greater than USDA Zone 6.

Hardiness zones provide the average annual low temperature for the area and are used to assist in plant selection based on a plant's cold hardiness. The Hardiness Zones in Tennessee, Kentucky and North Carolina (7a, 7b, 8a and 8b) all have an average low temperature higher than Swartz Creek, which may lead to trees that are unable to tolerate the winter/early spring climate of Swartz Creek. Stock from Tennessee, North Carolina and Kentucky will not be permitted.

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.

- A.** Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged, cut, or crooked leader, 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.
- B.** Root collar/trunk flare shall be visible or within the top one-inch (1") of the soil ball. Trees may be rejected if root collar/trunk flare is buried and/or not visible.
- C.** Balled and burlapped trees 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.
- D.** Plants shall conform to the measurements specified, except that plants larger than those specified may be used if approved by the City. 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.
- E.** 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.
- F.** Substitutions of plant materials will not be permitted unless authorized in writing by the City. 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.
- G.** All plants shall be labeled by size and scientific plant name. 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.
- H.** Mulching material shall consist of aged or composted wood chips or shredded bark and shall be free of material injurious to plant growth. Mulch will be placed on the soil surface over the root ball of the tree, but not directly adjacent to the tree trunk. The mulch depth is to be no less than 3" and no more than 4".
- I.** Trees shall be thoroughly watered at the time of installation by the contractor. A minimum of twenty gallons of water shall be applied to installed trees at time of planting. Water shall

be suitable for irrigation and free from ingredients harmful to plant life.

As an optional service (based on the discretion of the city council), the shall provide ongoing watering to all trees during the ensuing growing season. This timeframe consists of every-other week, approximately mid-April to mid-November. It is estimated that trees would be watered 16 times. The watering schedule shall begin no later than May 15. Exact start and end dates of watering schedule will be dependent on weather conditions and will be determined by City. Watering bags (ex: Gator bags) may be used to accomplish watering; however, they must be removed at the end of the growing season.

- J. No trunk wrapping material shall remain on the tree after planting.
- K. Staking and guying materials, if specified, shall be as follows: Stakes shall be 6' to 8' long sections of unflanged metal or 2" x 2" hardwood. Support ties shall be 2-3" wide bands of polypropylene, elasticized or webbed strapping. All staking materials must be removed after one (1) year unless discussed with and authorized by the City.

Section 2: Certification

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.

Section 3: Selection and Tagging

Plants shall be subject to inspection for conformity to specification requirements and approval by the City.

Plants shall be inspected upon delivery, and the City 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 the City to inspect and reject plant material during progress of the work. A Contractor's representative shall be present at all inspections. The City shall be the sole judge of acceptability of stock at any time during the course of this contract.

Section 4: Digging and Handling Plant Materials

Balled-and-burlapped stock shall be of sufficient depth to include fibrous and feeding roots. B&B stock 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*. **The root collar shall be visible or within the top one-inch (1") 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.

Section 5: Transportation, Unloading 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 may reject the injured tree(s) and order them replaced at no additional cost to the City.
- 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 open-mesh tarpaulin or canvas. Shredded newspaper is not an acceptable medium. Loads that are not protected in the above manner may be rejected. *Note: tight-woven tarps and canvas can cause a load of trees to overheat on a sunny day, resulting in serious damage.*
- E. Contractor is responsible for unloading delivered trees using Contractor equipment and labor. Care must be taken to prevent damage to any part of the tree including bark, roots, buds or branches during unloading and storage of trees.
- F. Plants must be protected at all times from sun or drying winds. Those that cannot be planted immediately upon delivery shall be kept in the shade, well protected with wood chips or other acceptable material, and kept well watered. 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.

Section 6: Excavation of Planting Areas

- A. Contractor is responsible for contacting Miss Dig/local utility for verification of all underground utility lines in the area of the work prior to the planting of any trees. Contractor shall be responsible for all damage resulting from planting operations, neglect or failure to comply with this requirement.

NOTE: Gas lines often are buried under the extension between road and walk. These lines are much deeper than planting operations, with the exception of home service lines. It is the responsibility of the contractor to locate, by hand digging, marked gas lines.

- B. The Contractor will be held responsible for the preservation of all public and private property along and adjacent to the work area, and will be required to exercise due caution to avoid and prevent any damage or injury as a consequence of their work. All turf, trees, shrubs, groundcovers, fences, irrigation systems utilities and other site amenities shall be adequately protected.
- C. Should any direct or indirect damage or injury result to any public or private property by or

on account of any act, omission, neglect or conduct in the execution of the work of the Contractor or any employees or agents, such property shall be restored by, and at the expense of the Contractor, to the condition equivalent to that existing before the damage or injury occurred, by repairing or rebuilding the same or by otherwise making good such damage or injury in an acceptable manner.

- D. The Contractor shall excavate planting areas as shown on the City of Swartz Creek's Tree Planting Detail in this package. Excavation may be done by shovel, backhoe, stump grinder or soil auger. The glazing of the sides must be broken up and the surrounding soil loosened. Contractor is required to hand dig planting locations according to Miss Dig requirements.
- E. The soil pad on which the soil/root ball or bare root trees 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 or roots to the root collar, or slightly less. Glazed planting hole surfaces shall be sufficiently roughened prior to backfilling. *Note: The root collar is the area where the roots join the trunk. For most trees in native settings, the root collar is just below the soil surface, though it may be 1-5" lower for oak, hickory and pear. With bare root trees the root collar's location is obvious. With nursery grown B&B trees the root collar is rarely visible often being several inches below the surface of the soil ball. This depth can be determined by checking the depth in the nursery before the trees are harvested; or by using a wire and gently probing the ball to find the major roots; or by estimating, knowing that the roots will likely be about 4" below the swelling at the base of the trunk. This swelling is caused by either a graft union or cutting back of a rooted cutting. See Appendix H.*
- F. Excavated planting holes that will pose an immediate and considerable hazard to pedestrians or vehicles shall be adequately barricaded with appropriate warning devices. All excavated planting holes must be planted or filled the day they are excavated. No excavated planting hole shall be left open after the work day is complete.
- G. The Contractor shall notify the City 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.
- H. Where soil conditions or below ground obstructions which cannot be remedied are encountered, the City shall designate alternate planting locations. The City shall bear any costs associated with such relocation.

Section 7: Planting Operations

- A. The City reserves the right to determine the tree species to be planted at each site.
- B. 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.

- C. 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. *Note: planting depth is critical to long-term planting success. Research indicates that some species planted too deep will develop trunk diseases, girdling roots or be more susceptible to breakage in wind storms. These problems are not likely to develop until years after planting.*
- D. 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.
- E. Remove ropes, strings, wire baskets, burlap, and other wrappings from the root balls of B&B plants. After the plant has been set and one half of the backfilling completed to support the ball, ropes, strings, wire baskets, burlap, and other wrappings shall be removed from the top one-half of the ball. The balance of the wrappings may be left intact around the bottom half of the ball. After backfilling is complete, no portion of the ball wrapping shall be left exposed. If ball wrapping is waterproof, water repellant, or non-degradable it must be removed entirely from the ball. All removed ropes, strings, wire baskets, burlap and other materials must be disposed of properly by the Contractor. If the root collar is deep in the ball, remove excess soil away from the trunk using hands to avoid trunk injury.

Planting holes shall be backfilled with excavated soil. If excavated soil is unsuitable (i.e. rocky/gravelly, contains construction debris, too clayey or too sandy) clean topsoil may be used to backfill planting holes. 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.

- F. Planting areas shall be finish-graded to conform to drawings (refer to Appendix I- Tree Planting detail) after full settlement has occurred.
- G. All plants shall be mulched over the root system with a 3-4-inch layer of aged wood chips or bark immediately after planting. Mulch shall be kept away from the tree's trunk. Mulching material shall be pulled back no less than 3" and no more than 6" from the trunk.
- H. Plants shall be thoroughly watered immediately after planting.
- I. All twine, rope, transit guards or wrappings shall be removed after planting is completed and disposed of properly by the Contractor. Plant labels should remain secured to the tree and will be removed by the City.

Section 8: Guying, Staking, Wrapping, and Pruning

Only those plants designated by the City shall have trunk protection installed or be staked and/or guyed.

Only trees so designated by the City shall have approved trunk protection installed. 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). The Contractor will be responsible for removing trunk protection after a one-year period.

Only trees so designated 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. The Contractor will be responsible for removing all stakes and straps after a one-year period. These stakes and straps will be the property of the Contractor and should be figured into the bid.

Double leaders, dead branches and any branches damaged or broken during the planting process shall be pruned. This shall be the only pruning allowed at planting. Pruning shall conform to ***American National Standard for Tree Care Operations, ANSI A300.***

Section 9: Cleanup

Soil, sod, branches, binding and wrapping material, rejected plants, or other debris resulting from any tree planting activities shall be promptly cleaned up and removed from City property and disposed of properly. 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 public or private property in such a manner as to result in a public hazard.

Section 10: Guarantee Period, Replacement and Maintenance

- A.** The Contractor shall guarantee all plants to be healthy and in flourishing condition for one year from the date of acceptance. Acceptable trees shall be sound, healthy, vigorous, with full crowns free of dead or dying branches and branch tips, and shall bear foliage of a normal density, size and color.
- B.** The Contractor shall remove and replace, without cost, and as soon as weather conditions permit, and within a specified planting period, all trees determined by the City to be unacceptable at any time during the guarantee period. Replacements shall be subject to all requirements stated in this specification.
- C.** The guarantee does not include vandalism, storm damage, or animal damage unrelated to contractor activities.
- D.** The Contractor shall be responsible for all maintenance of the trees during the guarantee period. Maintenance shall begin immediately after each tree is planted and shall continue until Final Inspection and Acceptance.
- E.** Maintenance shall consist of necessary watering, mulching, resetting of plants to proper grades or upright position, pruning or other items as are necessary to keep the plantings in thriving condition.

