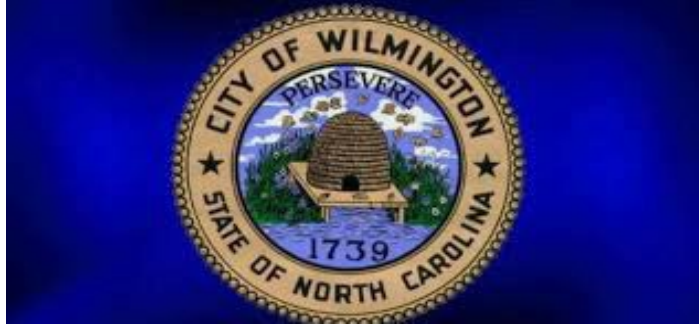




**Invitation to Bid
for
The City of Wilmington**

**CITYWIDE TREE PLANTING FY 25
S12-1124.1**

PROJECT MANAGER

Aaron Reese, Forestry Management Supervisor

Email: aaron.reese@wilmingtonnc.gov

Phone: 910-341-0078

SUBMIT BIDS TO

Christine R. Karem, Sr. Contract Specialist – M/WBE Coordinator

929 North Front Street

P O Box 1810

Wilmington, NC 28401

Phone: 910-765-0463

Email: christine.karem@wilmingtonnc.gov

Date Issued: November 18, 2024

Pre-bid meeting: November 25, 2024 @ 10:30 AM

**Location: MLK Community Center, 40 S. 8th Street, Wilmington,
NC 28401**

Date Due: Thursday, December 12, 2024, at 3:00 PM

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

AFFIDAVIT AND CERTIFICATE OF
NON-COLLUSION, NON-SUSPENSION AND NON-CONVICTION

The undersigned, being first duly sworn, deposes and says:

1. I understand that for the purposes of this affidavit, the term "bidder" shall include the person(s), firm(s), or corporation(s) signing this affidavit, the undersigned's subcontractor(s), subsidiary(ies) and affiliate(s) and any officer, director, employee or agent of the bidder; and the term "conviction" shall include guilty pleas, pleadings of nolo contendere and similar pleas.

2. This Affidavit and Certificate is made in accordance with Article 3 of Chapter 133 of the North Carolina General Statutes; I certify that this proposal is made without prior understanding, agreement, or connection with any person(s), firm(s), or corporation(s) making bids or proposals; I further certify that the bidder has not entered into any agreement with any other bidder or prospective bidder or with any other person(s), firm(s) or corporation(s) relating to the price named in said proposal, nor any agreement or arrangement under which any person(s), firm(s) or corporation(s) is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders; I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and I further certify that the bidder will abide by all terms of this bid or proposal.

3. The bidder is not suspended or debarred from bidding by any federal or state governmental agency that is providing funds for this contract.

4. The bidder is not presently charged in an indictment or information with engaging in any conspiracy, combination, or other unlawful act in restraint of trade or any similar charges in any federal court or a court of this or any other state.

5. The bidder, within one year immediately preceding the date of this affidavit, has not been convicted of charges or engaging in any conspiracy, combination, or other unlawful act in restraint of trade or similar charges in any federal court or a court of this or any other state.

6. If, during the time of this proposal, from the date advertised to the date bids are opened, the bidder is indicted or convicted of bid-rigging, I understand this proposal shall be rejected and not considered for award.

7. I hereby affirm that all information contained in this affidavit is true, correct, accurate and complete, and any untrue, incorrect, inaccurate or incomplete statements will result in the disqualification and rejection of this proposal. I certify that I am authorized to sign this bid and to make the representations set forth herein on behalf of myself and the bidder.

This the _____ day of _____, 2024.

COMPANY NAME _____

BY: _____
(Owner, Partner, or Corporate President, Vice
President or Assistant Vice President only)

ATTEST:

(Secretary, Assistant Secretary,
Cashier or Assistant Cashier only)

(CORPORATE SEAL)

(TO BE EXECUTED ON BEHALF OF THE CONTRACTOR)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public, certify that
(Name)

_____ personally came
(Name of Secretary, Assist. Sec., Cashier, Assist. Cashier)

before me this day and acknowledged that he (she) is _____
(Secretary, Assist. Sec.,

_____ of _____, a
Cashier, Assist. Cashier) (Name of Corporation)

corporation, and that by authority duly given and as the act of the corporation, the foregoing Affidavit
was signed in its name by its _____,
(President, Vice President, Assist. Vice President)

sealed with its corporate seal, and attest by himself (or herself) as its

_____.
(Secretary, Assist. Sec., Cashier, Assist. Cashier)

WITNESS my hand and official seal, this the _____ day of _____, 2024.

Notary Public

My Commission Expires: _____ (NOTARY SEAL)

**GENERAL SPECIFICATIONS
CITY WIDE TREE PLANTING FY25
CONTRACT NUMBER: S12-1124.1**

Scope

The Invitation to Bid is to supply labor and materials required to plant the 464 trees listed in the Technical Specifications. You are requested to submit your bid on the enclosed Proposal Sheet and return the signed Proposal section to the Sr. Contract Specialist, City of Wilmington, Post Office Box 1810, Wilmington, North Carolina 28402 or by email to raquel.perez@wilmingtonnc.gov no later than by December 12, 2024, at 3:00 pm as stated on the cover page.

Contacts

Contact Mr. Aaron Reese, Forestry Management Supervisor at (910) 341-0078 or Ron McMillan, Parks Superintendent (910) 341-7818; with any questions concerning the scope of this contract.

Quantities & Quote Prices

The City of Wilmington reserves the right to add or delete quantities or specific locations. The quote shall be submitted on a unit price basis for purchase, planting and maintaining each type of tree for a period of eighteen (18) months following the planting. Prices shall be submitted on per unit basis by line item. In the event of a disparity between the unit price and the extended price, the unit price shall prevail.

Compliance with Specifications

The contract must be in strict compliance with the specifications. Any exceptions are listed separately in a letter as a part of the contract, otherwise it is fully understood that the equipment and materials offered are exactly as specified. The City of Wilmington reserves the right to allow or disallow minor deviations from the specifications in order to purchase what is best for the City from a standpoint of quality, price and service to be rendered.

Shipping

All prices are contracted F.O.B delivered, unless otherwise specified. Risk of loss and/or damage shall be upon the seller until such time as the goods have been physically delivered and accepted by the buyer.

Guarantee

Contractor shall guarantee trees survival eighteen (18) months after completion date following the planting. Replacement trees must be of the same size and species as initially selected and to the satisfaction of the Tree Management Division of the City of Wilmington. 10% of the total bid will be held by the City to ensure that the terms of this contract are met. Prior to the start date, a meeting will be scheduled between the tree Management Division and the contractor to discuss the project.

Award

Award will be made to the lowest responsive responsible bidder for all trees and labor to plant. All items must be bid in order to be considered for the award.

Contractor to provide at least one example of prior street tree planting including the name and phone number of a reference for the project. _____.

Inspection

Trees will be inspected by the Urban Forester or designee prior to installation with right of refusal when trees do not meet the American Standard for Nursery Stock ANZI Z60.1-2005. The City may reject plant materials for poor condition upon arrival, damage in shipment, excessively dry or wounded trunks.

Delivery

The contractor must complete work within sixty (60) days of a selected start date of this contract.

Point of Delivery

The Point of Delivery shall be the specified location listed in the technical pages T1-T3.

Taxes

The City of Wilmington is exempt from and will not pay federal taxes. An exemption certificate will be furnished upon request. North Carolina and local sales tax shall be shown as a separate item. Sales tax will not be a consideration in the award.

Terms and Conditions

Payment will be made by the City of Wilmington within 30 days after receipt of an approved invoice. The City of Wilmington will retain 10% of the total invoice to guarantee survival of trees as set forth in the guarantee section.

Terms and Conditions attached to the quote by the bidder and made a condition of purchase may render the quote non-responsive and may be rejected by the City of Wilmington.

Terms and Conditions included herein are an integral part of the contract document and shall prevail unless changes or attachment are agreed to and initialed by the City of Wilmington prior to the award of the contract.

Insurance

Before commencing any work, the Contractor shall procure insurance in the contractor's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in Section 10 of the contract. Minimum Scope and Limits of Insurance. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/he

**TECHNICAL SPECIFICATIONS
CITY WIDE TREE PLANTING FY25
CONTRACT NUMBER: S12-1124.1**

Tree Planting Specification

- A. Tree will be planted with the top of the root ball or root flare no more than 1” to 2” above existing grade and oriented in direction that the “best side” can be seen from the “best view”.
- B. Top half of wire basket and burlap will be cut back and removed along with all potential girdling twine.
- C. Add a 2” maximum height water ring at outside edge of root ball using excess soil. All excess soil not used for constructing the water ring shall be hauled away by contractor.
- D. **Mulch with 3” to 4” of shredded hardwood or recycled wood chips, keeping mulch away from root collar, but providing coverage to outside water ring. Wood chip mulch will be provided in bulk by the City, but must be loaded and dispersed by the contractor.**
- E. Trees are to be watered at time of planting and throughout the term of this contract. Trees shall be watered with at least 10 gallons of water per caliper inch during every post-installation watering cycle. Supplemental watering shall be performed weekly during any week in which the total local rainfall is less than 2”.
- F. Pruning should be done to eliminate rubbing, remove dead or broken limbs, and improve the appearance or to remove a branch that is drooping or sticking out to far that may present an obstruction to passing pedestrians or vehicles.
- G. Stakes and support ties are required if tree needs support to remain upright or if protection is needed from vehicles or people. (See diagram.) Root ball bracing is acceptable.
- H. Stakes and strapping will be removed by contractor after the tree is established or at the request of the City.
- I. Work will not start before 7:00 am each morning Monday through Friday. Weekend work must be scheduled in advance with the General Supervisor.
- J. Contractor shall remove dead trees at time of replacement or at the request of the City.
- K. Replacement of trees will result from, but not be limited to, the following: one half of tree does not leaf out, terminal crown dies, trunk splits, dying or dead tree per City Arborist.
- L. Maintenance issues must be taken care of by the contractor (i.e.: tree falls during a storm or hit by a vehicle) during the warranty period for this contract.
- M. It is the Contractor’s responsibility to contact NC One Call for underground utilities at (800) 632-4949 prior to digging.
- N. Trees will be inspected by Urban Forestry staff prior to installation with the right of refusal when trees do not meet the American Standard for Nursery Stock ANZI Z60.1-2005. The City may reject plant materials for, but not limited to, poor condition upon arrival, damage in shipment, excessively dry root systems, or wounded trunks.

Street Number	Street Name	Select Grid	Species	# Trees	Size (caliper OR height)	Comments
900	MARKET ST	1	Quercus virginiana	1	3.5"	MEDIAN
100	N FRONT ST	1	Zelkova serrata 'Green Vase'	1	2.5"	PRINCESS ST. SIDE
415	WALNUT ST	1	Cotinus coggygia 'Royal Purple'	1	8'	
415	WALNUT ST	1	Carpinus caroliniana	1	2.5"	
515	CHESTNUT ST	2	Quercus phellos	1	2.5"	RIGHT SIDE
218	N 5TH AV	2	Quercus virginiana	1	2.5"	
801	PRINCESS ST	2	Magnolia figo 'Serendipity', Tree Form	2	8'	
801	PRINCESS ST	2	Crataegus viridis 'Winter King'	1	8'	
810	PRINCESS ST	2	Ginkgo biloba 'Princeton Sentry'	1	2.5"	
815	PRINCESS ST	2	Carpinus caroliniana	1	2.5"	
819	PRINCESS ST	2	Chionanthus virginicus	2	8'	
920	PRINCESS ST	2	Cotinus coggygia 'Royal Purple'	2	8'	
920	PRINCESS ST	2	Crataegus viridis 'Winter King'	1	8'	
921	PRINCESS ST	2	Crataegus viridis 'Winter King'	3	8'	
921	PRINCESS ST	2	Magnolia figo 'Serendipity', Tree Form	4	8'	
516	WALNUT ST	2	Cornus x 'Venus'	2	8'	
603	CHESTNUT ST	2	Acer truncatum 'Main Street'	1	2.5"	
606	CHESTNUT ST	2	Ginkgo biloba 'Princeton Sentry'	1	2.5"	
519	MARKET ST	2	Quercus macrocarpa	1	3.5"	
213	N 10TH ST	2	Cercis reniformis 'Oklahoma'	1	8'	
12	N 5TH AV	2	Quercus virginiana	1	2.5"	
119	N 6TH ST	2	Cercis reniformis 'Oklahoma'	1	8'	
302	N 7TH ST	2	Prunus cerasifera 'Atropurpurea'	1	2.5"	
112	N 8TH ST	2	Carpinus caroliniana	2	2.5"	
720	RED CROSS ST	2	Acer truncatum 'Main Street'	1	2.5"	
802	N 4TH ST	3	Cercis reniformis 'Oklahoma'	1	8'	BRUNSWICK ST. SIDE
610	N FRONT ST	3	Quercus phellos 'Hightower'	2	2.5"	HANOVER ST. SIDE
413	HARNETT ST	3	Cotinus coggygia 'Royal Purple'	1	8'	
1112	N 4TH ST	3	Lagerstroemia x 'Sioux'	1	8'	SMALL TREE WELL
1116	N 4TH ST	3	Ilex x attenuata 'Fosteri', TREE FORM	1	8'	SMALL TREE WELL
817	N 5TH AV	3	Chionanthus virginicus	1	8'	ON BLADEN SIDE
522	MCRAE ST	4	Prunus cerasifera 'Atropurpurea'	1	2.5"	CAMPBELL ST. SIDE
803	RANKIN ST	4	Crataegus viridis 'Winter King'	2	8'	

512	SWANN ST	4	Cercis reniformis 'Oklahoma'	1	8'	
615	ANDERSON ST	4	Acer truncatum 'Main Street'	1	2.5"	
708	CAMPBELL ST	4	Quercus macrocarpa	1	2.5"	
319	GREENFIELD ST	4	Quercus macrocarpa	1	2.5"	
21	S 13TH ST	4	Liriodendron tulipifera 'Little Volunteer'	2	2.5"	
1422	S 3RD ST	4	Cotinus coggygria 'Royal Purple'	1	8'	
923	S 6TH ST	4	Quercus lyrata	1	2.5"	SIDE
923	S 6TH ST	4	Acer buergerianum	1	2.5"	FRONT
407	S FRONT ST	4	Carpinus caroliniana	1	2.5"	
410	S FRONT ST	4	Acer buergerianum	1	2.5"	
509	SWANN ST	4	Acer truncatum 'Main Street'	1	2.5"	
1301	COUNTRY CLUB RD	5	Quercus macrocarpa	1	2.5"	
1326	N 7TH ST	5	Pistacia chinensis	1	2.5"	
2510	PARK AV	5	Quercus alba	1	2.5"	
1101	CAMPBELL ST	6	Prunus cerasifera 'Atropurpurea'	1	2.5"	ON SIDE
609	N 10TH ST	6	Prunus cerasifera 'Atropurpurea'	1	2.5"	
402	N 15TH ST	6	Acer truncatum 'Main Street'	2	2.5	15TH ST. SIDE
402	N 15TH ST	6	Cotinus coggygria 'Royal Purple'	1	8'	ON RANKIN SIDE
1000	MARKET ST	7	Quercus virginiana	1	3.5"	MEDIAN
1100	MARKET ST	7	Quercus virginiana	1	3.5"	MEDIAN
1202	MARKET ST	7	Quercus lyrata	1	3.5"	
1207	MARKET ST	7	Quercus lyrata	1	2.5"	
1307	MARKET ST	7	Ulmus americana 'Princeton'	2	2.5"	PRINCESS ST. SIDE NEAR 12TH
1307	MARKET ST	7	Cotinus coggygria 'Royal Purple'	1	8'	PRINCESS ST. SIDE NEAR 12TH
1015	PRINCESS ST	7	Carpinus caroliniana	1	2.5"	
1017	PRINCESS ST	7	Crataegus viridis 'Winter King'	2	8'	
1020	PRINCESS ST	7	Quercus lyrata	1	2.5"	
1108	PRINCESS ST	7	Ulmus parvifolia 'Allee'	3	2.5"	
1108	PRINCESS ST	7	Ginkgo biloba 'Princeton Sentry'	4	2.5"	
1120	PRINCESS ST	7	Ulmus parvifolia 'Allee'	1	2.5"	
1121	PRINCESS ST	7	Crataegus viridis 'Winter King'	3	8'	
1203	PRINCESS ST	7	Chionanthus virginicus	2	8'	
1605	CHESTNUT ST	7	Carpinus caroliniana	1	2.5"	16TH ST. SIDE
1605	CHESTNUT ST	7	Acer buergerianum	1	2.5"	FRONT
1404	GRACE ST	7	Pistacia chinensis	1	2.5"	
1209	MARKET ST	7	Ulmus americana 'Princeton'	1	3.5"	
1403	MARKET ST	7	Quercus virginiana	1	3.5"	MEDIAN
1403	MARKET ST	7	Quercus lyrata	1	3.5"	FRONT

1419	MARKET ST	7	Quercus virginiana	1	3.5"	MEDIAN
1502	MARKET ST	7	Quercus virginiana	1	3.5"	MEDIAN
1502	MARKET ST	7	Ulmus americana 'Princeton'	1	3.5"	FRONT
1507	MARKET ST	7	Acer truncatum 'Main Street'	1	3.5"	
1516	MARKET ST	7	Acer truncatum 'Main Street'	1	3.5"	
1517	MARKET ST	7	Ulmus americana 'Princeton'	1	3.5"	
213	N 11TH ST	7	Magnolia 'Galaxy'	1	8'	
410	N 13TH ST	7	Magnolia 'Galaxy'	1	8'	
412	N 13TH ST	7	Carpinus caroliniana	1	2.5"	
209	N 14TH ST	7	Ginkgo biloba 'Princeton Sentry'	1	2.5"	
16	N 16TH ST	7	Ulmus americana 'Princeton'	2	2.5"	16TH ST. SIDE NEAR PRINCESS ST.
16	N 16TH ST	7	Quercus virginiana	2	3.5"	MARKET ST. SIDE
219	N 17TH ST	7	Quercus nuttallii	1	2.5"	FRONT
1508	PRINCESS ST	7	Acer truncatum 'Main Street'	1	2.5"	
1403	RANKIN ST	7	Quercus virginiana	1	2.5"	14TH ST. SIDE
1105	ORANGE ST	8	Carpinus caroliniana	1	2.5"	
1320	ANN ST	8	Cercis reniformis 'Oklahoma'	1	8'	14TH ST. SIDE
1300	MARKET ST	8	Quercus virginiana	1	3.5"	NEAR 14TH ST.
19	S 10th	8	Quercus accutissima	1	2.5"	DOCK ST. SIDE, REAR
1417	ANN ST	8	Magnolia 'Galaxy'	2	8'	
1409	CHURCH ST	8	Cercis reniformis 'Oklahoma'	2	8'	
1407	NORMAN ST	8	Quercus nuttallii	1	2.5"	
1503	NUN ST	8	Acer truncatum 'Main Street'	1	2.5"	
1103	ORANGE ST	8	Carpinus caroliniana	1	2.5"	
1114	ORANGE ST	8	Ulmus americana 'Princeton'	1	2.5"	
119	S 10TH ST	8	Pistacia chinensis	1	2.5"	
19	S 11TH ST	8	Quercus nuttallii	1	2.5"	DOCK ST SIDE
19	S 11TH ST	8	Pistacia chinensis	1	2.5"	DOCK ST SIDE
214	S 15TH ST	8	Cercis reniformis 'Oklahoma'	2	8'	
718	MARKET ST	9	Liriodendron tulipifera 'Little Volunteer'	2	2.5"	1 @ 718, 1 @ 714
316	S 3RD ST	9	Acer truncatum 'Main Street'	1	2.5"	
312	S 8TH ST	9	Prunus cerasifera 'Atropurpurea'	3	S	FRONT
821	DOCK ST	9	Quercus virginiana	1	2.5"	ABOUT 10' FROM GUTTER
7	S 5TH AV	9	Quercus virginiana	1	2.5"	
209	ANN	9	Quercus alba	1	2.5"	
102	ANN ST	9	Acer buergerianum	1	2.5"	
215	CHURCH ST	9	Cercis reniformis 'Oklahoma'	1	8'	
601	CHURCH ST	9	Quercus alba	1	2.5"	
611	CHURCH ST	9	Ulmus americana 'Princeton'	1	2.5"	
701	DOCK ST	9	Ulmus americana 'Princeton'	1	2.5"	
206	NUN ST	9	Magnolia 'Galaxy'	2	8'	

217	ORANGE ST	9	Ginkgo biloba 'Princeton Sentry'	1	2.5"	
219	S 3RD ST	9	Ulmus americana 'Princeton'	1	2.5"	
308	S 3RD ST	9	Liriodendron tulipifera 'Little Volunteer'	2	2.5"	
317	S 3RD ST	9	Ginkgo biloba 'Princeton Sentry'	1	2.5"	
326	S 3RD ST	9	Ulmus americana 'Princeton'	1	2.5"	
425	S 3RD ST	9	Cercis reniformis 'Oklahoma'	1	8'	
504	S 3RD ST	9	Nyssa sylvatica 'Wildfire'	1	2.5"	
224	S 4TH ST	9	Magnolia 'Galaxy'	1	8'	
409	S 4TH ST	9	Quercus alba	1	2.5"	
512	S 4TH ST	9	Ginkgo biloba 'Princeton Sentry'	1	2.5"	
125	S 5TH AV	9	Quercus virginiana	1	2.5"	5TH AVE. SIDE
202	S 5TH AV	9	Ulmus americana 'Princeton'	1	2.5"	ORANGE ST. SIDE
405	S 6TH ST	9	Quercus alba	1	2.5"	
9	S FRONT ST	9	Ulmus parvifolia 'Everclear'	1	2.5"	TREE WELL
315	S FRONT ST	9	Liriodendron tulipifera 'Little Volunteer'	1	2.5"	
423	S FRONT ST	9	Cercis chinensis 'Kay's Early Hope'	2	8'	CHURCH ST SIDE
423	S FRONT ST	9	Magnolia 'Galaxy'	1	8'	CHURCH ST SIDE
501	S FRONT ST	9	Juniperus virginiana 'Brodie'	1	8'	CHURCH ST SIDE
501	S FRONT ST	9	Carpinus caroliniana	1	2.5"	CHURCH ST SIDE
501	S FRONT ST	9	Liriodendron tulipifera 'Little Volunteer'	1	2.5"	FRONT ST. SIDE
225	S WATER ST	9	Cercis chinensis 'Kay's Early Hope'	3	8'	ANN ST SIDE
1501	S 3RD ST	10	Prunus yedoensis	1	2.5"	Greenfield St. side, behind sidewalk near power meter.
1507	S 3RD ST	10	Quercus lyrata	1	2.5"	
1511	S 3RD ST	10	Quercus lyrata	1	2.5"	
1415	S 3RD ST	10	Liriodendron tulipifera 'Little Volunteer'	1	2.5"	
1419	S 4TH ST	10	Carpinus caroliniana	1	2.5"	
1514	S 4TH ST	10	Ginkgo biloba 'Princeton Sentry'	1	2.5"	
301	WILLARD ST	10	Quercus virginiana	1	3.5"	3RD ST. SIDE
1227	3RD ST	11	Quercus palustris	1	2.5"	
1010	S 5TH AV	11	Quercus virginiana	1	2.5"	
307	WRIGHT ST	11	Quercus palustris	1	2.5"	
309	WRIGHT ST	11	Lagerstroemia indica 'Catawba'	1	8'	
119	MEARES ST	11	Liriodendron tulipifera 'Little Volunteer'	1	2.5"	

301	QUEEN ST	11	Ulmus americana 'Princeton'	1	2.5"	FRONT
625	S 2ND ST	11	Nyssa sylvatica 'Wildfire'	1	2.5"	QUEEN ST SIDE
608	S 5TH AV	11	Quercus virginiana	1	2.5"	
1020	S 5TH AV	11	Quercus virginiana	1	2.5"	
308	WRIGHT ST	11	Magnolia 'Galaxy'	1	8'	
505	QUEEN ST	12	Acer truncatum 'Main Street'	1	2.5"	
1218	S 3RD ST	12	Quercus accutissima	1	2.5"	RIGHT OF WATER METER
1115	S 5TH AV	12	Quercus virginiana	1	2.5"	
1108	S 6TH ST	12	Quercus nuttallii	2	2.5"	One in front of lot beside address and one on Meares.
305	WRIGHT ST	12	Cercis reniformis 'Oklahoma'	1	8'	
311	WRIGHT ST	12	Quercus nuttallii	1	2.5"	
1604	CASTLE ST	12	Prunus cerasifera 'Atropurpurea'	1	2.5"	
1005	S 12TH ST	12	Cercis chinensis 'Kay's Early Hope'	1	8'	
1010	S 12TH ST	12	Magnolia 'Galaxy'	1	8'	
1006	S 12TH ST	12	Carpinus caroliniana	1	2.5"	
1012	S 12TH ST	12	Cotinus coggygria 'Royal Purple'	1	8'	
1016	S 12TH ST	12	Prunus cerasifera 'Atropurpurea'	1	2.5"	
1024	S 12TH ST	12	Chionanthus virginicus	1	8'	
821	S 5TH AV	12	Quercus virginiana	1	2.5"	
817	S 6TH ST	12	Carpinus caroliniana	1	2.5"	
1004	S 7TH ST	12	Liriodendron tulipifera 'Little Volunteer'	1	2.5"	
2013	MONROE ST	13	Quercus virginiana	1	3.5"	
2133	WASHINGTON ST	13	Magnolia 'Galaxy'	1	8'	PLANT B/T OLD STUMPS
213	CENTRAL BLVD	13	Quercus phellos 'Hightower'	2	2.5"	
2079	HARRISON ST	13	Cercis canadensis 'Forest Pansy'	1	8'	LEFT OF DRIVEWAY
143	NORTHERN BLVD	13	Quercus lyrata	2	2.5"	FRONT
2072	HARRISON ST	13	Lagerstroemia fauriei 'Fantasy'	1	8'	
162	NORTHERN BLVD	13	Liriodendron tulipifera 'Little Volunteer'	1	2.5"	
209	NORTHERN BLVD	13	Quercus palustris	1	2.5"	
210	NORTHERN BLVD	13	Ulmus americana 'Princeton'	1	2.5"	
235	NORTHERN BLVD	13	Nyssa sylvatica 'Wildfire'	1	2.5"	

321	NORTHERN BLVD	13	Liriodendron tulipifera 'Little Volunteer'	1	2.5"	FRONT
321	NORTHERN BLVD	13	Magnolia 'Galaxy'	2	8'	IN MEDIAN
321	NORTHERN BLVD	13	Cotinus coggygria 'Royal Purple'	2	8'	IN MEDIAN
209	TENNESSEE AV	13	Maclura pomifera 'White Shield'	1	2.5"	
2342	ADAMS ST	14	Quercus phellos 'Hightower'	1	2.5"	
2426	ADAMS ST	14	Quercus phellos 'Hightower'	1	2.5"	
2430	ADAMS ST	14	Quercus phellos 'Hightower'	1	2.5"	
2258	JEFFERSON ST	14	Quercus phellos 'Hightower'	1	2.5"	
1520	HARBOUR DR	15	Quercus virginiana	1	2.5"	
226	OPERATIONS CENTER DR	18	Maclura pomifera 'White Shield'	3	2.5"	BEHIND STORMWATER ADMIN BUILDING
211	PERSHING CT	18	Quercus virginiana	2	3.5"	
4121	ROUNDING BEND LN	18	Nyssa sylvatica 'Wildfire'	1	2.5"	
1806	HAWTHORNE RD	20	Prunus yedoensis	2	2.5"	
1708	S LIVE OAK PKWY	20	Chionanthus virginicus	2	8'	
1744	S LIVE OAK PKWY	20	Quercus virginiana	1	2.5"	CHURCHILL DR. SIDE, LEFT OF BACK DRIVEWAY
418	N 21ST ST	22	Ginkgo biloba 'Princeton Sentry'	1	2.5"	FRONT
2207	BRANDON RD	22	Ginkgo biloba 'Princeton Sentry'	1	2.5"	
2019	KLEIN RD	22	Quercus lyrata	1	2.5"	
2027	KLEIN RD	22	Acer truncatum 'Main Street'	1	2.5"	
2202	KLEIN RD	22	Quercus phellos	1	2.5"	
402	N 21ST ST	22	Quercus palustris	1	2.5"	
405	N 21ST ST	22	Quercus phellos	1	2.5"	
2029	KLEIN RD	22	Nyssa sylvatica 'Wildfire'	1	2.5"	
445	N 21st St	22	Nyssa sylvatica 'Wildfire'	1	2.5"	
1812	MARKET ST	23	Quercus virginiana	2	3.5"	
1711	CHESTNUT ST	23	Quercus virginiana	1	2.5"	
1807	CHESTNUT ST	23	Quercus alba	2	2.5"	
1812	PRINCESS ST	23	Cercis reniformis 'Oklahoma'	2	8'	19th St side
1812	PRINCESS ST	23	Carpinus caroliniana	1	2.5"	19th St side
1901	CHESTNUT ST	23	Quercus lyrata	1	2.5"	
1919	CHESTNUT ST	23	Lagerstroemia indica x fauriei 'Natchez'	1	8'	
1922	CHESTNUT ST	23	Quercus virginiana	1	2.5"	
1718	CHESTNUT ST	23	Ulmus americana 'Princeton'	1	2.5"	CHESTNUT ST. SIDE
1718	CHESTNUT ST	23	Cercis reniformis 'Oklahoma'	2	8'	18TH ST. SIDE

1710	MARKET ST	23	Quercus virginiana	1	3.5"	
1801	GRACE ST	23	Acer truncatum 'Main Street'	1	2.5"	
1808	GRACE ST	23	Nyssa sylvatica 'Wildfire'	1	2.5"	
1809	GRACE ST	23	Acer buergerianum	1	2.5"	
1704	MARKET ST	23	Quercus virginiana	1	3.5"	
1713	MARKET ST	23	Quercus virginiana	1	3.5"	
1801	MARKET ST	23	Quercus virginiana	4	3.5"	2 IN FRONT, 2 ON 18TH ST.
1819	MARKET ST	23	Quercus virginiana	1	3.5"	
1804	MARKET ST	23	Quercus virginiana	1	3.5"	
1810	MARKET ST	23	Quercus virginiana	1	3.5"	
1820	MARKET ST	23	Quercus virginiana	1	3.5"	
1901	MARKET ST	23	Quercus virginiana	1	3.5"	
1903	MARKET ST	23	Quercus virginiana	1	3.5"	
1915	MARKET ST	23	Quercus virginiana	1	3.5"	
1906	MARKET ST	23	Quercus virginiana	1	3.5"	
1919	MARKET ST	23	Quercus virginiana	1	3.5"	
2011	MARKET ST	23	Magnolia x 'Jane'	5	8'	
2020	MARKET ST	23	Quercus virginiana	1	3.5"	
2024	MARKET ST	23	Quercus virginiana	1	3.5"	
318	N 18TH ST	23	Lagerstroemia fauriei 'Fantasy'	2	8'	
1805	PRINCESS ST	23	Cotinus coggygia 'Royal Purple'	1	8'	
1901	PRINCESS ST	23	Ginkgo biloba 'Princeton Sentry'	1	2.5"	SIDE OF HOUSE
1901	PRINCESS ST	23	Chionanthus virginicus	1	8'	FRONT OF HOUSE
2020	MARKET ST	23	Quercus virginiana	1	3.5"	
503	THOMAS AV	24	Cercis reniformis 'Oklahoma'	1	8'	CENTER
224	N 25th St	25	Cotinus coggygia 'Royal Purple'	1	8'	
203	KENWOOD AV	25	Cornus florida 'Cherokee Princess'	1	8'	
314	KENWOOD AV	25	Quercus lyrata	1	2.5"	
320	N 23RD ST	25	Cornus x 'Venus'	1	8'	LEFT OF DRIVEWAY IN ALLEY
4608	RANDALL PKWY	29	Quercus phellos	2	2.5"	KERR AVE. TO COLLEGIATE DR.
317	COLONIAL DR	32	Lagerstroemia x 'Sioux'	1	8'	
715	COLONIAL DR	32	Cotinus coggygia 'Royal Purple'	2	8'	ON COLUMBIA AVE.
715	COLONIAL DR	32	Cercis reniformis 'Oklahoma'	1	8'	ON COLONIAL DR.
15	COLONIAL DR	32	Prunus yedoensis	1	2.5"	RIGHT OF DRIVEWAY
2518	GUILFORD AV	32	Lagerstroemia indica x fauriei 'Natchez'	3	8'	2 RIGHT, 1 BETWEEN GUTTER AND METER
3100	RANDALL PKY	32	Quercus virginiana	5	2.5"	BETWEEN COVIL AVE. and MARLBORO ST.
301	COLONIAL DR	32	Crataegus viridis 'Winter King'	2	8'	
222	COLONIAL DR	32	Carpinus caroliniana	2	2.5"	

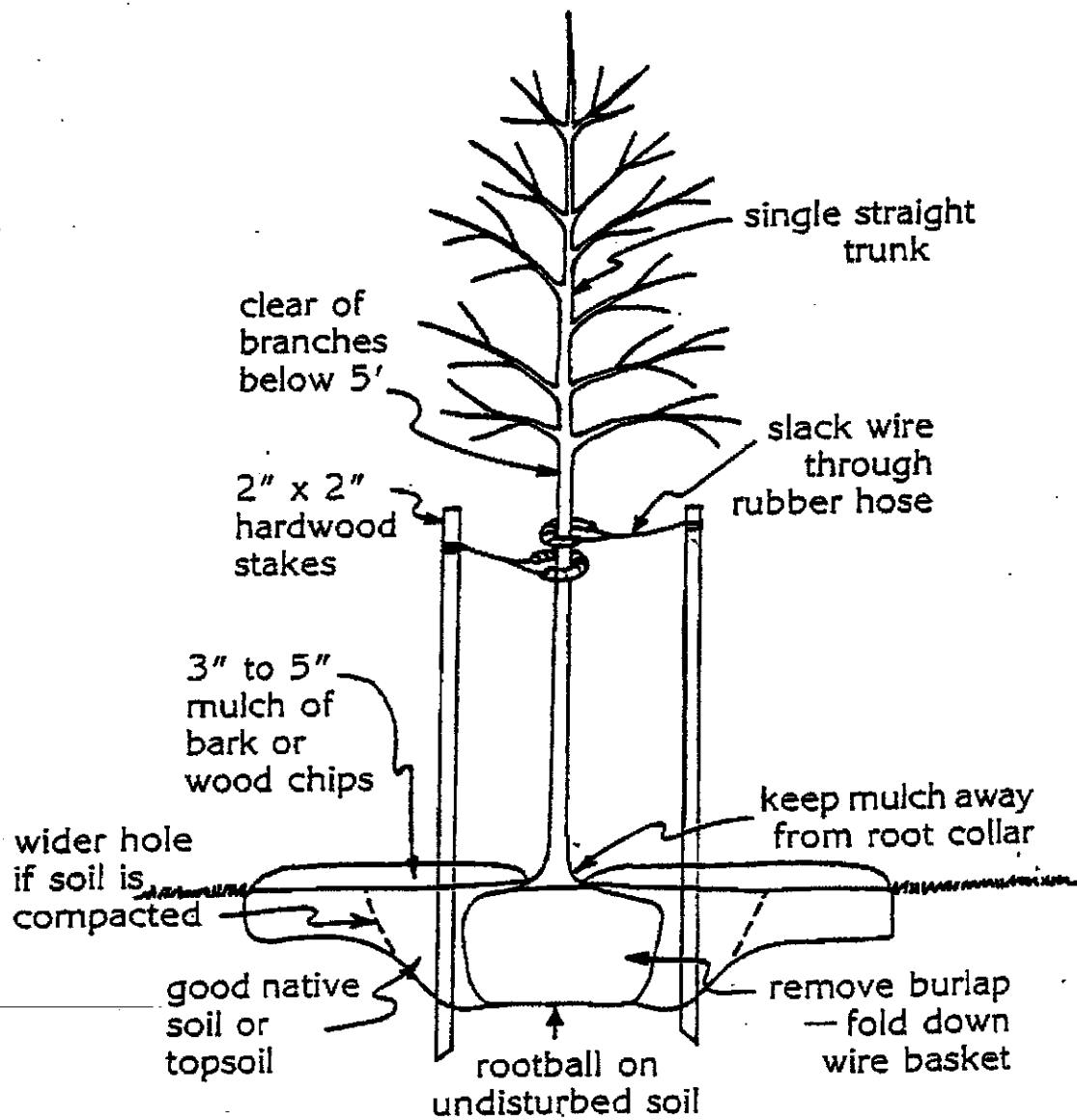
313	COLONIAL DR	32	Lagerstroemia x 'Sioux'	1	8'	
814	COLONIAL DR	32	Magnolia figo 'Serendipity', TREE FORM	2	8'	
306	COLONIAL DR	33	Lagerstroemia fauriei 'Fantasy'	2	8'	
418	FOREST HILLS DR	33	Cercis chinensis 'Kay's Early Hope'	2	8'	
205	KEATON AV	33	Prunus cerasifera 'Atropurpurea'	2	2.5"	
19	KEATON AVE	33	Cornus x 'Venus'	1	8'	
2024	METTS AV	33	Cercis reniformis 'Oklahoma'	2	8'	1 on Metts. 1 on 21st
1915	PERRY	33	Prunus yedoensis	1	2.5"	
315	S 17TH ST	33	Carpinus caroliniana	1	2.5"	
2007	WOLCOTT AV	33	Cotinus coggygia 'Royal Purple'	1	8'	
202	BORDEN AV	33	Cercis reniformis 'Oklahoma'	1	8'	
1709	CAROLINA AV	33	Quercus phellos	1	8'	
631	COLONIAL DR	33	Ulmus americana 'Princeton'	1	2.5"	
631	COLONIAL DR	33	Cercis reniformis 'Oklahoma'	1	8'	
2007	CREECY AV	33	Cercis canadensis 'Forest Pansy'	1	8'	
2014	CREECY AV	33	Quercus phellos 'Hightower'	1	2.5"	
2102	CREECY AV	33	Quercus lyrata	1	2.5"	
1808	NUN ST	33	Prunus yedoensis	1	2.5"	
1909	PERRY AV	33	Cercis canadensis 'Forest Pansy'	1	8'	
410	S 18TH ST	33	Cercis reniformis 'Oklahoma'	1	8'	
1701	WRIGHTSVILLE AV	33	Quercus phellos 'Hightower'	1	2.5"	
1621	ANN ST	33	Lagerstroemia x 'Sioux'	1	8'	17TH ST. SIDE
1621	ANN ST	33	Liriodendron tulipifera 'Little Volunteer'	2	2.5"	FRONT
14	BORDEN AV	33	Prunus cerasifera 'Atropurpurea'	1	2.5"	
114	BORDEN AV	33	Crataegus viridis 'Winter King'	1	8'	
115	BORDEN AV	33	Nyssa sylvatica 'Wildfire'	1	2.5"	
220	BORDEN AV	33	Cotinus coggygia 'Royal Purple'	2	8'	
114	Brookwood Ave	33	Liriodendron tulipifera 'Little Volunteer'	1	2.5"	
2001	CREECY AV	33	Cercis reniformis 'Oklahoma'	2	8'	
202	KEATON AV	33	Chionanthus virginicus	1	8'	
1922	NUN ST	33	Ulmus americana 'Princeton'	1	2.5"	BACK LEFT OF PLAYGROUND
1922	NUN ST	33	Liriodendron tulipifera 'Little Volunteer'	2	2.5"	NUN ST. SIDE
2023	Pender	33	Cercis chinensis 'Kay's Early Hope'	1	8'	

2118	CREECY AV	33	Acer truncatum 'Main Street'	3	2.5"	ACROSS STREET BY BASKETBALL COURT FENCE
2020	WOLCOTT AV	33	Quercus falcata	2	2.5"	IN WALLACE PARK ALONG 21ST
2021	WOLCOTT AV	33	Quercus falcata	1	2.5"	IN WALLACE PARK ALONG 21ST
1706	WRIGHTSVILLE AV	33	Prunus yedoensis	2	2.5"	
1154	FOREST HILLS DR	34	Quercus falcata	2	2.5"	IN FRONT
1154	FOREST HILLS DR	34	Nyssa sylvatica 'Wildfire'	1	2.5"	IN FRONT
1154	FOREST HILLS DR	34	Liriodendron tulipifera 'Little Volunteer'	1	2.5"	ON HARVARD DR.
2309	Oleander Dr.	34	Nyssa sylvatica 'Wildfire'	2	2.5"	
1125	WINDSOR DR	34	Lagerstroemia fauriei 'Fantasy'	1	8'	
1401	LIVE OAK PKWY	34	Quercus virginiana	1	2.5"	HYDRANGEA PL. SIDE, LEFT OF DRIVEWAY
1407	LIVE OAK PKWY	34	Quercus virginiana	1	2.5"	
1401	COUNTRY CLUB RD	34	Quercus virginiana	1	3.5"	FRONT
1401	COUNTRY CLUB RD	34	Quercus macrocarpa	1	2.5"	MIMOSA PL. SIDE
2911	HARVARD DR	34	Fagus grandifolia	2	3.5"	
2611	HYDRANGEA PL	34	Quercus macrocarpa	1	2.5"	
2810	Park	34	Acer truncatum 'Main Street'	1	2.5"	LEFT OF DRIVEWAY
2602	PARK AV	34	Quercus falcata	1	2.5"	
1138	PRINCETON DR	34	Lagerstroemia indica x fauriei 'Natchez'	1	8'	
2500	PICKARD RD	38	Nyssa sylvatica 'Wildfire'	7	2.5"	
2500	PICKARD RD	38	Carpinus caroliniana	4	2.5"	
508	VAN DORN CT	39	Liriodendron tulipifera 'Little Volunteer'	7	2.5"	513 (2X), 514 (1X), 512 (1X), 510 (1X), 508 (1X), 507 (1X).
4723	LONG LEAF HILLS	40	Acer truncatum 'Main Street'	1	2.5"	
325	BRENDA DR	41	Fagus grandifolia	1	3.5"	
4704	PARK AVE	42	Quercus virginiana	1	2.5"	PINE GROVE DR. SIDE
1036	AVENSHIRE CIR	43	Prunus yedoensis	1	2.5"	
1038	AVENSHIRE CIR	43	Prunus yedoensis	1	2.5"	
3600	CHIPPENHAM DR	43	Quercus phellos	1	2.5"	
4100	HEARTHSIDE DR	43	Quercus alba	9	2.5"	
3834	HABBERLINE ST	43	Carpinus caroliniana	2	2.5"	SIDE OF HOUSE
4353	JONATHAN CT	43	Quercus phellos	1	2.5"	LOCATION IS ON FAIRVIEW BY GAZEBO
3825	W SCOTS PL	43	Quercus phellos	1	2.5"	HEARTHSIDE DR. SIDE

5945	INLAND GREENS DR	45	<i>Thuja x 'Virginian'</i>	4	10'	INLAND GREENS GOLF COURSE
506	SANDCASTLE CT	45	<i>Nyssa sylvatica 'Wildfire'</i>	1	2.5"	
507	SANDCASTLE CT	45	<i>Nyssa sylvatica 'Wildfire'</i>	1	2.5"	
510	SANDCASTLE CT	45	<i>Nyssa sylvatica 'Wildfire'</i>	1	2.5"	
661	TANBRIDGE RD	45	<i>Quercus virginiana</i>	1	2.5"	
210	RACINE DR	46	<i>Crataegus viridis 'Winter King'</i>	3	8'	FRONT
210	RACINE DR	46	<i>Cercis reniformis 'Oklahoma'</i>	5	8'	GOV. CENTER DR. SIDE
210	RACINE DR	46	<i>Prunus cerasifera 'Atropurpurea'</i>	7	2.5"	ACROSS GOV. CENTER DR. FROM ADDRESS
213	RACINE DR	46	<i>Acer buergerianum</i>	1	2.5"	FAR RIGHT OF DRIVEWAY
250	RACINE DR	46	<i>Chionanthus virginicus</i>	3	8'	
250	RACINE DR	46	<i>Crataegus viridis 'Winter King'</i>	2	8'	
4814	ORIOLE DR	46	<i>Prunus cerasifera 'Atropurpurea'</i>	2	2.5"	ON RACINE
4901	ORIOLE DR	46	<i>Prunus cerasifera 'Atropurpurea'</i>	2	2.5"	ON RACINE
210	TRAWLERS WAY	49	<i>Quercus phellos</i>	2	2.5"	
4138	DONNELLY LN	53	<i>Zelkova serrata 'Green Vase'</i>	2	2.5"	
4142	DONNELLY LN	53	<i>Zelkova serrata 'Green Vase'</i>	2	2.5"	
4146	DONNELLY LN	53	<i>Zelkova serrata 'Green Vase'</i>	4	2.5"	
			TOTAL:	464		

	SPECIES	SIZE	QUANTITY	PRICE EACH \$	TOTAL \$
1	Acer buergerianum	2.5"	6		
2	Acer truncatum 'Main Street'	2.5"	19		
3	Carpinus caroliniana	2.5"	24		
4	Cercis canadensis	8'	3		
5	Cercis chinensis 'Kay's Early Hope'	8'	9		
6	Cercis reniformis 'Oklahoma'	8'	30		
7	Chionanthus virginicus	8'	13		
8	Cornus florida 'Cherokee Princess'	8'	1		
9	Cornus x 'Venus'	8'	4		
10	Cotinus coggygia 'Royal Purple'	8'	17		
11	Crataegus viridis 'Winter King'	8'	20		
12	Fagus grandifolia	3.5"	3		
13	Ginkgo biloba 'Princeton Sentry'	2.5"	14		
14	Ilex x attenuata 'Fosteri', TREE FORM	8'	1		
15	Juniperus virginiana 'Brodie'	8'	1		
16	Lagerstroemia fauriei 'Fantasy'	8'	6		
17	Lagerstroemia indica x fauriei 'Natchez'	8'	5		
18	Lagerstroemia indica 'Catawba'	8'	1		
19	Lagerstroemia x 'Sioux'	8'	4		
20	Liriodendron tulipifera 'Little Volunteer'	2.5"	26		
21	Maclura pomifera 'White Shield'	2.5"	4		
22	Magnolia figo 'Serendipity', Tree Form	8'	8		
23	Magnolia 'Galaxy'	8'	13		
24	Magnolia x 'Jane'	8'	5		
25	Nyssa sylvatica 'Wildfire'	2.5"	21		
26	Pistacia chinensis	2.5"	4		
27	Prunus cerasifera 'Atropurpurea'	2.5"	23		
28	Prunus yedoensis	2.5"	10		
29	Quercus accutissima	2.5"	2		
30	Quercus alba	2.5"	16		
31	Quercus falcata	2.5"	6		
32	Quercus lyrata	2.5"	11		

	SPECIES	SIZE	QUANTITY	PRICE EACH \$	TOTAL \$
33	Quercus lyrata	3.5"	2		
34	Quercus macrocarpa	3.5"	1		
35	Quercus macrocarpa	2.5"	5		
36	Quercus nuttallii	2.5"	6		
37	Quercus palustris	2.5"	4		
38	Quercus phellos	2.5"	11		
39	Quercus phellos 'Hightower'	2.5"	10		
40	Quercus virginiana	2.5"	24		
41	Quercus virginiana	3.5"	35		
42	Thuja x 'Virginian'	10'	4		
43	Ulmus americana 'Princeton'	2.5"	15		
44	Ulmus americana 'Princeton'	3.5"	3		
45	Ulmus parvifolia 'Allee'	2.5"	4		
46	Ulmus parvifolia 'Everclear'	2.5"	1		
47	Zelkova serrata 'Green Vase'	2.5"	9		
		TOTAL #:	464	TOTAL COST:	



TREE PLANTING DETAILS

COUNTY OF NEW HANOVER

AGREEMENT BETWEEN
THE CITY OF WILMINGTON, NORTH CAROLINA
AND

THIS CONTRACT, (hereinafter the "Contract") is made and entered into on the date executed by all parties by and between the City of Wilmington, a North Carolina municipal corporation, hereinafter referred to as the "CITY," and _____ hereinafter referred to as the "CONTRACTOR."

W I T N E S S E T H:

1. General
The contract is for supplying labor and materials required for the planting of approximately 464 trees within the City of Wilmington.
2. Specifications
The CONTRACTOR shall furnish all labor, materials and equipment, and shall perform all work in manner and form as provided by the attached Bid Invitation or Advertisement, General Specifications, Technical Specifications and Proposal for the City Wide Tree Planting which are made a part hereof as if fully contained herein.
3. Release And Indemnity
To the fullest extent permitted by law, CONTRACTOR shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by, directly or indirectly, the performance or nonperformance by CONTRACTOR (or by any person acting for CONTRACTOR or for whom CONTRACTOR is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of CONTRACTOR, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the CITY, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without

limitation the costs incurred by the CITY, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the CITY, its agents, officials or employees. CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the CONTRACTOR, shall in no way limit CONTRACTOR's responsibility to release, indemnify, keep and save harmless and defend the CITY as herein provided. The intention of the parties is to apply and construe broadly in favor of the CITY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. 22B-1.

4. Payment

The City hereby agrees to pay the CONTRACTOR for the faithful performance of this agreement as set forth in the attached proposal for the total cost of _____ (\$_____).

Payment will be made by the City of Wilmington within 30 days after receipt of an approved invoice. The City of Wilmington will retain 10% of the total invoice to guarantee survival of trees as set forth in the General Specifications Guarantee Section page G-1.

5. Personnel

It is mutually agreed that CONTRACTOR is an independent contractor and not an agent of the CITY, and as such the CONTRACTOR shall not be entitled to any CITY employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

6. Conflict of Interest

No paid employee of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this agreement.

7. Non-Waiver of Rights

It is agreed that the CITY'S failure to insist upon the strict performance of any provision of this agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this agreement.

8. Suspension or Termination of Agreement

1. In the event that review of the CONTRACTOR'S performance shows non-conformance to the work required by this contract, the Scope of Services or other terms or conditions contained herein as a result of the CONTRACTOR'S negligent errors, omissions or acts, the CONTRACTOR shall be in breach of this agreement and the CITY may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment.

2. The CITY shall also have the right to suspend this agreement upon written notice to the CONTRACTOR. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the CONTRACTOR shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by the CITY. If, in the opinion of the CITY the CONTRACTOR remains in violation of this agreement at the completion of the ten (10) day suspension period, the CITY shall have the right to terminate this agreement whereupon all obligations of the CITY to the CONTRACTOR shall cease.

3. In the event this project is terminated prior to completion of the services by the CONTRACTOR, the CONTRACTOR shall be paid for services performed to the date of

termination. (In no event will the amount due CONTRACTOR in the event of termination exceed that amount set forth in page C3 of this agreement.)

4. This agreement may be terminated without cause by either party with thirty (30) days written notice.

5. Nothing contained herein shall prevent the CITY from pursuing any other remedy which it may have against CONTRACTOR including claims for damages.

9. Assignment of Agreement

It is mutually agreed by the parties hereto that this agreement is not transferable by either party without the written consent of the other party to this agreement.

10. Insurance Requirements

Before commencing any work, the Contractor shall procure insurance in the contractor's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in Section I. Minimum Scope and Limits of Insurance. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

I. Minimum Scope and Limits of Insurance

A. Commercial General Liability

1. Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000.00 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.
2. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
3. The City of Wilmington, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 or CG 20 33 AND CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to the City of Wilmington, its officers, officials, agents, and employees.
4. There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage to the named insured's work, when those exposures exist.
5. The contractor's Commercial General Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the contractor's insurance.
6. The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, agents and employees for losses arising from work performed by the contractor for the City of Wilmington.

- B. Workers' Compensation and Employer's Liability
1. Contractor shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.
 2. The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000.00 each accident for bodily injury by accident, \$500,000.00 each employee for bodily injury by disease, and \$500,000.00 policy limit.
 3. The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, agents and employees for losses arising from work performed by the contractor for the City of Wilmington.
 4. The U.S. Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy when the services will be on or in close proximity to navigable waterways.
 5. The Maritime Coverage endorsement (WC 00 02 01) shall be attached to the policy when the contracted services involve the use of watercraft.

NOTE: Additional requirements needed if you have a borrowed servant, offshore platforms or federal act situations. (Federal Acts such as the Defense Base Act, Migrant and Seasonal Agricultural Worker Protection Act, and the Federal Coal Mine Health and Safety Act, etc.)

- C. Business Auto Liability
1. Contractor shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000.00 each accident.
 2. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.
 3. Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.
 4. Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist.
 5. Contractor waives all rights against the City of Wilmington, its officers, officials, agents and employees for recovery of damages to the extent these damage are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to Section I C 1 of this agreement.
 6. The contractor's Business Auto Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the contractor's insurance.

D. Deductibles and Self-Insured Retentions

1. The contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the City of Wilmington is an insured under the policy.

E. Miscellaneous Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Each insurance policy required by this contract shall be endorsed to state that coverage shall not canceled by either party except after 30 days prior written notice has been given to the City of Wilmington, PO Box 1810, Wilmington, NC 28402-1810.

2. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

F. Acceptability of Insurers

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless specific approval has been granted by the City of Wilmington.

G. Evidence of Insurance

1. The Contractor shall furnish the City of Wilmington with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.
2. Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in Section I.
3. With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to the City of Wilmington with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

H. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent contractors' coverage, and the contractor shall be responsible for assuring that all subcontractors are properly insured.

I. Conditions

1. The insurance required for this contract must be on forms acceptable to the City of Wilmington.
2. The contractor shall provide that the insurance contributing to satisfaction of insurance requirements in Section I. Minimum Scope and Insurance Requirements shall not be canceled, terminated or modified by the contractor without prior written approval of the City of Wilmington.
3. The contractor shall promptly notify the Safety & Risk Manager at (910) 341-5864 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.
4. The City of Wilmington reserves the right to obtain complete, certified copies of all required insurance policies, at any time.
5. Failure of the City of Wilmington to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of the City of Wilmington to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
6. By requiring insurance herein, the City of Wilmington does not represent that coverage and limits will necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to the City of Wilmington in this contract.
7. The City of Wilmington shall have the right, but not the obligation of prohibiting Contractor or any subcontractor from entering the project site or withhold payment until

such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City of Wilmington.

11. Findings Confidential
All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONTRACTOR under this agreement are the property of the CITY. The CONTRACTOR agrees that any such documents shall not be made available to any individual or organization other than appropriate CITY officials without prior written approval of the CITY. Nothing contained in this paragraph shall be construed to prevent the CONTRACTOR from making information, reports and documents available to those individuals or firms directly concerned with the project involved with prior written agreement of the CITY.
12. Subcontracts
The CONTRACTOR shall utilize no subcontracts for carrying out the services to be performed under this agreement without the written approval of the CITY.
13. Entire Agreement
This agreement constitutes the entire understanding of the parties.
14. Binding Effect
This agreement shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.
15. Continuing Obligation
The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.
16. Reference
Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the agreement.
17. Interpretation
All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard. Notwithstanding the presumption of law whereby an ambiguity or conflict in provisions shall be construed against the drafter, the parties hereto acknowledge that they were entitled to representation by counsel and having obtained such counsel, this Agreement has been negotiated at arm's length by both parties, and they have both participated in the drafting of this Agreement. Therefore, such presumption shall not be applied if any provision or term of this Agreement required judicial interpretation.
18. Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.
19. Minority Business Enterprise (MBE)
The CITY desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:
 1. Promote affirmatively (where feasible) in accordance with North Carolina General Statute

143-129, together with all other applicable laws, statutes and constitutional provisions) the procurement of goods, services in connection with construction projects for minority owned business enterprises.

2. Insure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.

3. Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.

4. Provide technical assistance as needed.

5. Promulgate and enforce contractual requirements that the general contractor or all construction projects shall exercise all necessary and reasonable steps to insure that minority business enterprises participate in the work required in such construction contracts.

The CONTRACTOR shall insure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. The CONTRACTOR shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the CONTRACTOR to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

A minority business enterprise is defined as a business, with at least fifty (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by the CITY.

A Woman Business Enterprise is a business with at least fifty (51%) percent owned and controlled by women who exercise actual day-to-day management.

The CONTRACTOR shall exercise all necessary and reasonable steps to insure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this contract. The CONTRACTOR agrees by executing this contract that he will exercise all necessary and reasonable steps to insure that this special provision contained herein on Minority Business Enterprise is complied with.

20. Immunity Not Waived

This agreement is governmental in nature for the benefit of the public and is not intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible the CITY'S actual cost and neither party intends to waive its sovereign immunity by reason of this agreement.

21. Saving Clause

If any section, Subsection, paragraph, sentence, clause, phrase or portion of this agreement is for

any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

22. Other Laws and Regulations

CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances including those regarding toxic, hazardous and solid wastes and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. CONTRACTOR specifically acknowledges and agrees that CONTRACTOR, and any subcontractors it uses, has complied with and shall continue to comply with the provisions of the federal E-Verify program in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes.

23. Amendments

This agreement shall not be modified or otherwise amended except in writing signed by the parties.

24. Non-Discrimination

CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at CITY'S option, in a termination or suspension of this agreement in whole or in part.

25. Non-Appropriation. In the event no City funds or insufficient City funds are appropriated or otherwise available by any means whatsoever in any fiscal year for any payment due under this Agreement, then the City will immediately notify CONTRACTOR of such occurrence and this Agreement shall create no further obligation of the City as to such fiscal year and shall be null and void, except as to the portions of payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the City of any kind whatsoever.

26. No Publicity. No advertising, sales promotion or other materials of the CONTRACTOR or its agents or representations may identify or reference this Contract or the CITY in any manner absent the written consent of the CITY. Notwithstanding the forgoing, the parties agree that the CONTRACTOR may list the CITY as a reference in responses to requests for proposals, and may identify the CITY as a customer in presentations to potential customers.

27. CITY Not Liable For Special or Consequential Damages. The CITY shall not be liable to the CONTRACTOR, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the CITY, or any other consequential, indirect or special damages or lost profits related to this Contract.

Public Records. CONTRACTOR acknowledges that the CITY is a public entity, subject to North Carolina's public records laws (N.C.G.S. § 132) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

If CONTRACTOR believes documents related to the Agreement contain trade secrets or other proprietary data, CONTRACTOR must notify the CITY and include with the notification a statement that explains and supports CONTRACTOR'S claim. CONTRACTOR also must specifically identify the trade secrets or other proprietary data that CONTRACTOR believes should remain confidential.

In the event the CITY determines it is legally required to disclose pursuant to law any documents or information CONTRACTOR deems confidential trade secrets or proprietary data, the CITY, to the extent possible, will provide CONTRACTOR with prompt written notice by certified mail, fax, email, or other method that tracks delivery status of the requirement to disclose the information so CONTRACTOR may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for CONTRACTOR to seek court ordered protection or other legal remedies as deemed appropriate by CONTRACTOR. If CONTRACTOR does not obtain such court ordered protection by the expiration of said time period, the CITY may release the information without further notice to CONTRACTOR.

28. Authority to ACT
Each of the persons executing this Agreement on behalf of CONTRACTOR does hereby covenant, warrant and represent that the CONTRACTOR is a duly organized and validly existing legal entity authorized to transact business within the State of North Carolina, that the CONTRACTOR has full right and authority to enter into this Agreement, and that each and all persons signing on behalf of the CONTRACTOR were authorized to do so.

IN WITNESS WHEREOF, the CITY has caused this agreement to be duly executed in its name and behalf and the CONTRACTOR has caused this agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

CITY OF WILMINGTON, NORTH CAROLINA

By: _____
Anthony N. Caudle, City Manager

Date: _____

WITNESS:

Daryle L. Parker, Purchasing Manager

APPROVED AS TO FORM:

Gina Essey, Assistant City Attorney

FINANCE OFFICER'S CERTIFICATION STATEMENT

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

This ____ day of _____, 2024

Martha Wayne, Finance Director

Project No. _____

Account No. _____

Amount \$ _____

Requisition/PO# _____

Federal ID # 56-6000239

INSURANCE CERTIFICATES

(Staple Insurance Certificates here, as required in Section 10 of the Contract.)

BID SHEET - CITY WIDE TREE PLANTING FY25

QUOTE NUMBER: S12-1124.1

DUE: December 12, 2024 BY 3:00 PM

	SPECIES	SIZE	QUANTITY	PRICE EACH \$	TOTAL \$
1	Acer buergerianum	2.5"	6		
2	Acer truncatum 'Main Street'	2.5"	19		
3	Carpinus caroliniana	2.5"	24		
4	Cercis canadensis	8'	3		
5	Cercis chinensis 'Kay's Early Hope'	8'	9		
6	Cercis reniformis 'Oklahoma'	8'	30		
7	Chionanthus virginicus	8'	13		
8	Cornus florida 'Cherokee Princess'	8'	1		
9	Cornus x 'Venus'	8'	4		
10	Cotinus coggygia 'Royal Purple'	8'	17		
11	Crataegus viridis 'Winter King'	8'	20		
12	Fagus grandifolia	3.5"	3		
13	Ginkgo biloba 'Princeton Sentry'	2.5"	14		
14	Ilex x attenuata 'Fosteri', TREE FORM	8'	1		
15	Juniperus virginiana 'Brodie'	8'	1		
16	Lagerstroemia fauriei 'Fantasy'	8'	6		
17	Lagerstroemia indica x fauriei 'Natchez'	8'	5		
18	Lagerstroemia indica 'Catawba'	8'	1		
19	Lagerstroemia x 'Sioux'	8'	4		
20	Liriodendron tulipifera 'Little Volunteer'	2.5"	26		
21	Maclura pomifera 'White Shield'	2.5"	4		
22	Magnolia figo 'Serendipity', Tree Form	8'	8		
23	Magnolia 'Galaxy'	8'	13		
24	Magnolia x 'Jane'	8'	5		
25	Nyssa sylvatica 'Wildfire'	2.5"	21		
26	Pistacia chinensis	2.5"	4		
27	Prunus cerasifera 'Atropurpurea'	2.5"	23		
28	Prunus yedoensis	2.5"	10		
29	Quercus accutissima	2.5"	2		
30	Quercus alba	2.5"	16		
31	Quercus falcata	2.5"	6		
32	Quercus lyrata	2.5"	11		

	SPECIES	SIZE	QUANTITY	PRICE EACH \$	TOTAL \$
33	Quercus lyrata	3.5"	2		
34	Quercus macrocarpa	3.5"	1		
35	Quercus macrocarpa	2.5"	5		
36	Quercus nuttallii	2.5"	6		
37	Quercus palustris	2.5"	4		
38	Quercus phellos	2.5"	11		
39	Quercus phellos 'Hightower'	2.5"	10		
40	Quercus virginiana	2.5"	24		
41	Quercus virginiana	3.5"	35		
42	Thuja x 'Virginian'	10'	4		
43	Ulmus americana 'Princeton'	2.5"	15		
44	Ulmus americana 'Princeton'	3.5"	3		
45	Ulmus parvifolia 'Allee'	2.5"	4		
46	Ulmus parvifolia 'Everclear'	2.5"	1		
47	Zelkova serrata 'Green Vase'	2.5"	9		
		TOTAL #:	464	TOTAL COST:	

TOTAL IN WORDS: _____
(\$)

Contractor shall guarantee trees survival eighteen (18) months after completion date of the tree planting. The City of Wilmington will retain 10% of the total invoice to guarantee survival of trees as set forth in the Guarantee section.

Company Name

Date

Address

Phone Number

City, State, Zip

Mobile Number

Signature

Contact Name

Email Address