



PARKS AND RECREATION
5460 Arden
Warren, MI 48092
(586) 268-8400

May 6, 2026

Downtown Development Authority Board
City of Warren One City Square
Suite 215
Warren, MI 48093

Subject: Request for Approval – Floral Display Procurement

Dear DDA Board Members,

Based on Bid ITB-W-1873 for the Annual Floral Display Procurement, the Parks and Recreation Department has reviewed the bid tabulation and recommends awarding the contract to Jos, Kutchey & Sons, LLC, in the total amount of \$18,540.00, as they submitted the lowest approved and responsive bid.

The scope of this project includes the supply and installation of plants and flowers for stationary containers, lamppost planters, hanging baskets, and wrap-around pots, as well as all associated materials including soil, fertilizer, and delivery services. These enhancements are an important component of maintaining an attractive and welcoming downtown environment for residents, businesses, and visitors.

Approval of this request will allow the City to proceed in a timely manner following bid evaluation, ensuring all seasonal installation deadlines are met.

I respectfully recommend awarding the contract for the Annual Floral Display Procurement to Jos, Kutchey & Sons, LLC in the total amount of \$18,540.00. Funding for this project is available in account 494-9494-97400.

Thank you for your consideration.

Sincerely,

Signed by:
Jason Spiller
50D775C484AE448...
Jason D. Spiller
Director of Parks and
Recreation
City of Warren

DocuSigned by:
Mark Knapp
874B09CBFD6E4E8...
Mark Knapp
Assistant Controller

Signed by:
Craig Treppa
E610E2D7FFE5449...
Craig Treppa
Purchasing Agent

AS-READ BID SUMMARY

City of Warren 1 City Square Warren MI 48093		BID: ITB-W-1873 Bid Opening Date: 5/6/2026 Department: PARKS & REC
Product or Service: FURNISH PLANTS & FLOWERS		
BIDDER		GRAND TOTAL
JOS, KUTCHEY & SONS, LLC.		\$ 18,540.00

ITB-W-1873

**JOS. KUTCHEY & SONS, LLC.
AS-READ BID DETAIL**

**FURNISH AND INSTALL
PLANTS AND FLOWERS**

ITEM	DESCRIPTION	U/M	QTY	UNIT PRICE	EXTENDED PRICE
1	Plants & Flowers for Stationary Containers	Container	15	\$ 365.00	\$ 5,475.00
2	JIFLOR Lamppost Containers	Container	23	\$ 111.00	\$ 2,553.00
3	Plants & Flowers for Hanging Plant Containers	Container	100	\$ 71.00	\$ 7,100.00
4	Plant & Flowers - Wrap Around Pot	Each	55	\$ 57.00	\$ 3,135.00
5	Fertilizer 19-2-19 (20 pounds)	Each	2	\$ 51.00	\$ 102.00
6	Delivery Fee				\$ 175.00
GRAND TOTAL:					\$ 18,540.00



Lori M. Stone, Mayor

Purchasing Division
Office of the Controller
One City Square, 4th Floor, Suite 425
Warren, MI 48093-5289

Phone (586) 574-4639
FAX (586) 574-4614

ITB-W-1873

INVITATION TO BID

APRIL 29, 2026

ELECTRONIC BIDS FOR FURNISHING PLANTS AND FLOWERS (INCLUDING PLANTING FEE) FOR THE CITY OF WARREN ARE BEING ACCEPTED.

ELECTRONIC BIDS MUST BE ENTERED INTO THE BIDNET (MITN) PROCUREMENT SYSTEM ON, OR BEFORE, 12:30 PM, WEDNESDAY, MAY 6, 2026.

PLEASE SEE SPECIAL INSTRUCTIONS ON PAGE TWO (2) OF THE BID FORM

A PUBLIC BID OPENING WILL TAKE PLACE AT 1:00 PM EST ON MAY 6, 2026 VIA THE "ZOOM APP" WHICH WILL BE HOSTED BY THE CITY COUNCIL OFFICE. PLEASE JOIN THE ZOOM MEETING BETWEEN 12:50 AND 1:00 PM EST, ON THE DAY OF THE BID OPENING IN ORDER TO VIEW OR LISTEN TO THE BID OPENING VIA THE ZOOM APP.

LINK TO ZOOM MEETING:

<https://cityofwarren.zoom.us/j/85692900264?pwd=GoUi3n2HGUpiXYMVUEnZeYXMDukJUu.1>

ZOOM CALL-IN #: 1 301 715 8592

ZOOM MEETING ID: 856 9290 0264

ZOOM MEETING PASSWORD: 828449

Addenda, clarifications and changes to the bid documents must be obtained on line by registering (free registration available) for the MITN system as follows: 1) go to www.BidNetDirect.com/MITN, 2) Click on "Register Now", 3) Activate your account & select your registration option. Call 800-835-4603 and press option two (2) to speak live with customer support.

Please use the following NIGP commodity codes:

59540 – Nursery, Greenhouse and Floral Supplies

Additional information regarding this bid or any questions can be answered by contacting the Assistant Buyer, Shanah Turner of the City of Warren Purchasing Division preferably by e-mail, sturner@cityofwarren.org, Subject: ITB-W-1873.

Sincerely,

A handwritten signature in black ink that reads "SNEED".

Shanah Turner
Assistant Buyer

SPECIAL INSTRUCTIONS FOR ELECTRONIC BID SUBMISSION:

The City will require the vendor to perform the following, via the BidNet (MITN) system, within the bid solicitation, in order to have the bid considered for award:

1. **The bidder shall complete the bid form in its entirety, sign Page 3 and all other appropriate areas (clauses, etc.), scan the document, and upload the completed document (pages 1-14) with your electronic bid submission.**
2. If the Vendor has any questions regarding the steps needed to complete the electronic bid submission, they shall contact the BidNet (MITN) help desk at 1-800-835-4603. Select Option 2 when prompted.
3. Electronic bids must be entered no later than the bid due date and time. The BidNet (MITN) system will prohibit vendors from entering bid information after the scheduled due date/time.
4. The City shall not have access to bid results until after the scheduled due date/time.
5. The bid opening shall be made available to the public via a "Zoom Meeting". Interested parties will need to access the Zoom app and enter the Meeting ID # and the Password in order to obtain access to the public bid opening. Interested members of the public may view or listen to the results at that time.
6. The Zoom Meeting Call-in #, ID# and password for this bid opening can be found on the first page of this bid document.
7. The link to view the bid opening via "Zoom Meeting" can be found on the first page of this bid document.
8. The public shall have the ability to join the Zoom Meeting any time after 12:50 pm EST on the bid due date.
9. The public bid opening via "Zoom" shall occur at 1:00 pm EST on the bid due date.

ESTIMATED QUANTITIES:

Quantities indicated are estimates for bid award purposes and are estimated on an annual basis. The City has provided the best estimate of quantities and actual usage may increase or decrease. Vendor shall supply items as per bid and hold the City harmless for increase or decreases in quantities.

Authorized Signature for Joseph Kutchev
Estimated Quantities Clause

PRICE CLAUSE:

The City of Warren requests that prices be held firm for 60 days or bid award, whichever comes first except for the successful bidder whose prices shall be held firm for the entire contract period.

Authorized signature for Joseph Kutchev
Price Clause

COMPANY NAME: Jos. Kutchev & Sons LLC

ITB-W-1873

CITY OF WARREN

PAGE 3 OF 14

BID PROPOSAL FORM:

The undersigned proposes to **FURNISH PLANTS AND FLOWERS, INCLUDING PLANTING FEE**, to the City of Warren, in accordance with the attached specification requirements to be considered an integral part of this proposal at the following prices (**SEE PAGE FIVE FOR SPECIFICATION**):

GRAND TOTAL (From Page 4 of the bid form): \$ 18,540.00

IT IS MANDATORY OF ALL BIDDERS TO RETURN THIS SHEET FULLY COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE WITH THEIR ELECTRONIC BID. FAILURE TO PROPERLY SIGN IN THE AREA PROVIDED BELOW MAY RESULT IN YOUR BID NOT BEING ACCEPTED.

The undersigned has carefully checked the bid figures and understands that he shall be responsible for any error of omission in this bid offer and is in receipt of all addenda as issued.

Signature of Joseph Kutchey DATE 5-5-2026
Authorized Company Representative

Joseph Kutchey COMPANY NAME Jos. Kutchey & Sons LLC
(Print name of Signature)

17110 26 Mile Rd., Macomb MI 48042
ADDRESS CITY STATE ZIP CODE

586-855-8710 - skutchey@comcast.net
TELEPHONE NUMBER FAX NUMBER E-MAIL ADDRESS

WARRANTY (If Applicable)

ACKNOWLEDGMENT OF ADDENDA:

In the event that any addenda are posted on the MITN system, acknowledge receipt of the addenda by indicating the addenda number below and sign in the space provided. A copy of each addenda posted should be included in your proposal:

Addenda #1: _____ Signed: _____
Addenda #2: _____ Signed: _____
Addenda #3: _____ Signed: _____

EXCEPTIONS: Where an exception to any specification is taken, such exception shall be clearly indicated below and along with the specifications attached hereto, shall be considered an integral part of this bid proposal.

COMPANY NAME: Jos. Kutchey & Sons LLC

ITB-W-1873

CITY OF WARREN

PAGE 4 OF 14

PRICING DETAIL:

ITEM	DESCRIPTION	U/M	QTY	UNIT COST	TOTAL COST
1	Plants & Flowers for Stationary Containers	Container	15	\$ 365.00	\$ 5475.00
2	JIFLOR Lamppost Containers	Container	23	\$ 111.00	\$ 2553.00
3	Plants & Flowers for Hanging Plant Containers	Container	100	\$ 71.00	\$ 7100.00
4	Plant & Flowers – Wrap Around Pot	Each	55	\$ 57.00	\$ 3135.00
5	Fertilizer 19-2-19 (20 pounds)	Each	2	\$ 51.00	\$ 102.00
6	Delivery Fee				\$ 175.00
GRAND TOTAL (Enter on page 3):					\$ 18,540.00

WORK LOCATION:

Work shall be performed around the Warren City Hall Building located at:

Warren City Hall
 One City Square
 Warren, MI 48093

COMPLETION DATE:

The City anticipates that an award will be made no later than Thursday, May 7, 2026. Based on this timeline, will your company be able to complete the project by May 20, 2026.

- We can meet this schedule.
- We cannot meet this schedule but offer the following completion date: _____

Authorized Signature for Joseph Kutchey
 Completion and Delivery Clause

COMPANY NAME: Jos. Kutchey & Sons LLC

DESCRIPTION/SPECIFICATION:

ITEM	SPECIFICATION FOR ITEMS 1-4 ABOVE
1	<p>PLANTS AND FLOWERS FOR 7/24", 6/32", & 4/44" STATIONARY CONTAINERS.</p> <p>Include planting fee for all containers. Vendor will provide additional soil as needed, will provide growth established plants & flowers, pre-grown in larger containers according to designed placement to provide for a more productive display when transplanted on site in all above stationary containers. All plants & flowers should include: 7.5" pot size Purple Baron Millet, Pennisetum Fountain Grass, Cordyline (two-year growth size), Baby Tut, Dahlia Mystic, Salvia Blue Emotion, along with various bright coleus, Acapulco Cascade Ivy Geraniums, Ipomea Sweet Potato Vine (Goldfinger, Marguerite, Blacky), Lantanas, Verbena Lanai, Scaevola (Suntastic Yellow, Brilliant and Diamond), Petunia Ray Rim Purple, Proven Winner Supertunia Picasso, Raspberry Blast, Vista Bubblegum, Fuchsia, Silverberry, Fame varieties, Ball Floral Phantom, Pinstripe, Dragonwing Begonia & SunSpun. 2 - 25 pound bags of Jacks Petunia special.</p> <p>Brand Preference: All Brands are acceptable</p>
2	<p>23/800MM JIFLOR LAMPOST CONTAINERS</p> <p>Plants & flowers, including soil for 26/800mm Lamppost Containers. Vendor will plant in Jiflor culture tub liners in a greenhouse environment where they will remain until delivered to final display location. Two-year growth size Jiflor Pots- More heat and drought tolerant choices Sure Fire waxed leaf begonias, Supertunia Mini petunia-multi colors Trailing Angelonia, Trailing Mezzo. Soil requirement is Canadian Peat with pine bark including perlite. Soil should include extra polymer with an additional wetting agent along with Jack's Classic Cote slow release fertilizer. Vendor will provide onsite training session for water crew & 2 -25 pound bags of Jacks Petunia special.</p> <p>Brand Preference: All Brands are acceptable</p>
3	<p>100/23" DIAMETER H2O HANGING PLANT CONTAINER LINER</p> <p>Plants & flowers including soil for 100/23" diameter H2O hanging plant container liner inserts. Vendor will plant liners in a greenhouse environment where they will remain until delivered to final display location. Two-year growth size Cordyline, Acapulco Cascade Ivy Geraniums, Thunbergia (Lemon & Sunny Susy), Ipomea Sweet Potato Vine (Goldfinger, Marguerite, Blacky), Lobularia, Vinca Vine, Verbena Lanai, Lantana, Bidens, Scaevola (Suntastic Yellow, Brilliant & Diamond), Petunia Glow series, Proven Winner Supertunias, Whispers, Sangunas, Surfinias, Rays & Famous varieties. Soil requirement is Canadian Peat with pine bark including perlite. Soil should include extra polymer with an additional wetting agent along with Jack's Classic Cote slow release fertilizer. Vendor will provide onsite training session for water crew. 2 - 25 pound bags of Jacks Petunia special.</p> <p>Brand Preference: All Brands are acceptable</p>
4	<p>8 - 28" WITH PLANTS AND FLOWERS</p> <p>Plants & flowers, including soil for 3/28" H2) Wrap Around Pot. Vendor will plant in H2O tub liners in a greenhouse environment where they will remain until delivered to final display location. Two-year growth size Cordyline, Acapulco Cascade Ivy Geraniums, Thunbergia (Lemon & Sunny Susy), Ipomea Sweet Potato Vine (Goldfinger, Marguerite, Blacky), Lobularia, Vinca Vine, Verbena Lanai, Lantana, Bidens, Scaevola (Suntastic Yellow, Brilliant & Diamond), Petunia Glow series, Proven Winner Supertunias, Whispers, Sangunas, Surfinias, Rays and Famous varieties. Soil requirement is Canadian Peat with pine bark including perlite. Soil should include extra polymer with an additional wetting agent along with Jack's Classic Cote slow release fertilizer. Vendor will provide onsite training session for water crew & 2 - 25 pound bags of Jacks Petunia special.</p> <p>Brand Preference: All Brands are acceptable</p>

COMPANY NAME: Jas. Kutney & Sons LLC

REFERENCES:

Please list the municipalities/companies for which your company has provided similar services.

1. Agency: City of Livonia Year: 2016 to Current
 Address: _____
 Contact Name: _____ Phone: _____

2. Agency: City of Centerline Year: 2016 to Current
 Address: _____
 Contact Name: Nick Phone: 586-757-6800

3. Agency: City of Ferndale Year: 2016 to Current
 Address: _____
 Contact Name: _____ Phone: _____

4. Agency: City of Grosse Pointe Woods Year: 2001 to Current
 Address: _____
 Contact Name: Jim Kowalski Phone: 313-363-1257

COMPANY NAME: Joe Kutchey + Sons, LLC

INSURANCE REQUIREMENTS:

INSURANCE CERTIFICATE MUST BE SUBMITTED BY THE INSURANCE AGENCY, NOT THE PROPOSER.

The awarded vendor shall be required to provide the City with certificates of insurance naming the City of Warren, City of Warren Municipal Building Authority, Downtown Development Authority, Tax Increment Finance Authority, the 37th District Court, all elected appointed officials, employees and volunteers as individuals acting within the scope of their authority, AS AN ADDITIONAL INSURED.

It is understood and agreed by naming the City of Warren as additional insured, coverage afforded is considered to be primary, and any other insurance the City of Warren may have in effect shall be considered secondary and/or excess.

Additionally, the awarded vendor shall provide language, within the "Description of Operations" section, that "AGREES TO WAIVE THEIR INSURER'S RIGHT OF SUBROGATION UNDER ITS POLICIES".

The awarded vendor shall provide the following coverage and limits (Sub-contractors utilized by the awarded bidder shall be subject to these same conditions).

COMMERCIAL GENERAL LIABILITY:

The following coverage is part of the General Liability policy:

Policy should be on an OCCURRENCE BASIS WITH COMBINED SINGLE LIMITS.

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage-Any one fire	\$ 50,000
Medical Expense-Any one person	\$ 5,000
Per project aggregate limit, Independent contractor's coverage, Broad form property damage Blanket contractual liability coverage	

AUTOMOBILE LIABILITY:

Automobile liability insurance coverage shall be \$1,000,000 combined single limit for any auto and include hired autos and non-owned autos.

WORKERS' COMPENSATION INSURANCE:

Workers' compensation insurance shall be statutory under the State of Michigan Workers' Compensation Act.

Coverage shall be provided by a carrier(s) rated A- or better by A.M. Bests.

Insurance certificates shall contain a provision to the effect that the insurance company SHALL NOTIFY the City at least thirty (30) days prior to CANCELLATION OR MATERIAL CHANGE of the insurance.

- () Can meet insurance as indicated.
- () Cannot meet but offer the following:

Authorized signature for Joseph Kutchey
 Insurance Clause

COMPANY NAME: Jos. Kutchey & Sons, LLC

ITB-W-1873

CITY OF WARREN

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GENERAL CONDITIONS (Effective March 28, 2025)**SIGNATURE**

Bids and all information requested of the vendor shall be entered in the appropriate space on the bid form and Signature Page. Failure to do so may disqualify your offer.

An authorized officer or employee of the vendor shall sign all bids.

ELECTRONIC BID SUBMISSION

Electronic bids shall be submitted by the date specified and at or prior to the time specified to be considered. Late bids, e-mail, sealed, telegraphic, or telephone bids will NOT be accepted.

The bidder is required to submit their bid electronically via the BidNet (MITN) system in order to be considered for award.

Bids received after 12:30 pm of the date they are due will not be accepted.

RELATIONSHIP DISCLOSURE

It is required that any relationship (business or personal) to a City employee or official be disclosed. This includes employment or other professional engagements.

ALTERATION OF BID DOCUMENTS

Vendor **changes or alterations to the bid documents, including the specification, may result in the bid being considered non-responsive** and/or the Bidder being debarred. The only authorized vendor changes to the bid documents will be in the areas provided for the Bidder's response including the "Exceptions" section of the bid and on separate attached sheets submitted by the vendor. Vendor shall clearly identify product offered and deviations from the specification. If a change or alteration to the bid document is undetected, and the bid is awarded the contract, the original terms, conditions, and specification in the authorized version of the bid document will be applicable during the terms of the contract. Bidders are responsible for ensuring they have obtained all relevant documents including amendments, clarifications, changes, drawings, etc. as made available by the City.

PRICES

Prices quoted shall be for new products in current production unless otherwise specified. Where refurbished or discontinued items are offered they shall be clearly identified as such.

Prices quoted shall be exclusive of any rebates due the City. Any rebates the City may be entitled to should be shown as a separate line item and include expiration date.

Corrections and/or modifications received after the bid closing time specified will not be accepted.

Unit prices prevail.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

All prices will be proposed F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES and remain in effect as specified in the bid.

COMPANY NAME: Jos. Kutchey & Sons LLC

AWARD

Unless otherwise stated in the bid documents, the City cannot guarantee exclusivity of the contract for the proposed products or services.

Award of the bids shall be based upon a combination of factors, including but not limited to, adherence to bid requirements, references and any other factors that may be in the City's best interest.

The City reserves the right to reject any and all bids, and to waive any defect or irregularity in bids. The City reserves the right to accept and separate items in the bid and to accept the bid that, in the opinion of the City, is to the best advantage and interest of the public we serve. The City also has the right to re-solicit bids if it is deemed to be in the best interest of the City.

The City reserves the right to reject low bids which have major deviations from our specifications; to accept a higher bid which has only minor deviations. By signing the bid, Bidders agree to accept a split award unless the Bidder clearly indicates that it takes Exception. The bid will be awarded to that responsible, responsive firm whose bid, conforms to this solicitation and will be most advantageous to the City, with regard not only to price but also to availability of product, location and quality of product considered.

The City reserves the right to award all line items, to make no award or to award on an individual line item basis, whichever is deemed to be in the best interest of the City.

Time of delivery may be a consideration in the award.

The City reserves the right to consider as unqualified to perform the contract any bidder who does not habitually perform with its own forces seventy-five (75%) of the work involved.

TERMINATION

1. Failure to Perform. The City may terminate a bid award for the failure to perform a term of the bid specifications to the satisfaction of the City. The City shall provide ten (10) days advance written notice to the Awarded Vendor for the failure to perform services or for the violation of any other term of the bid specifications. Unless futile or the violation is recurring, the City shall provide notice and the opportunity to cure the violation prior to termination. Such notice to cure shall be given in writing by first-class mail. In the event of a dispute, or in order to avoid interruption of service, the City may engage another to perform the work and the Awarded Vendor shall be responsible for any costs the City incurs as a result of the Awarded Vendor's violation. The City may withhold payment to offset any damages the City incurs as a result of the Awarded Vendor's violation.

2. At Will. A bid award may be terminated at will by the City upon a minimum of thirty (30) days prior written notice to the Awarded Vendor. In the event of termination as provided in this subsection, the Awarded Vendor will be compensated for all services performed and approvable reimbursable expenses from the inception date to the termination date provided the services performed and the expenses were provided in accordance with the bid specifications. Payment shall be made upon the Awarded Vendor delivering to the City all information and materials retained by the Awarded Vendor, affiliates, or subcontractors in performing the services described in the bid specifications, whether completed or in progress.

3. MISREPRESENTATION. In addition, the City may reject this Bid, or cancel a contract with an Awarded Vendor, if there is evidence of any misleading or intentionally fraudulent information or documents provided in connection with this Bid.

COMPANY NAME:

Jos. Kutchev & Sons LLC

SPECIFICATION

Brand names and numbers, when used, are for reference to indicate the character or quality desired, unless specifically stated "No Substitutes".

Alternate items of the same quality will be considered, provided your offer clearly describes the article. Offers for alternate items shall state the brand and number, or level or quality. When the bidder does not state brand, or level of quality, it is understood the offer is exactly as specified.

All products and services shall be in accordance with all applicable federal, state and local statutes, rules, ordinances, etc.

All personnel shall have the appropriate licenses with endorsements for the work performed.

In addition, any personnel driving a vehicle on City property shall have the appropriate valid driver's license and have or exceed minimum statutory insurance requirements.

E-VERIFY

Any bidder, attesting to his bid by signature, is affirming that the Bidder has registered with, participates in and utilizes the E-Verify Program (or any successor program implemented by federal Department of Homeland Security and Social Security Administration) to verify the work status of all newly hired employees employed by the Bidder.

NON-IRAN LINKED BUSINESSES

By signing below, Bidder certifies and agrees on behalf of Bidder and the company submitting this bid the following: (1) that the Bidder is duly authorized to legally bind the company submitting this bid; (2) that the company submitting this bid is not an "Iran linked business," as defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) that Bidder and the company submitting this bid will immediately comply with any further certifications or information submissions requested by the City in this regard.

ASSIGNMENT OF AGREEMENT – OTHER CONTRACTORS.

The Awarded Vendor shall not assign the contract or any part thereof without the written consent of the City.

PERIOD AGREEMENTS

No Exclusive Contract/Additional Services. The Awarded Vendor agrees and understands that the contract shall not be construed as an exclusive agreement and that the City may, at any time, secure similar or identical services at its sole option.

Any contract executed pursuant to this Bid, which is for a specific term shall include for an extension of the contract term, at the option of the City, as follows:

The City shall have the sole option to extend the contract herein for a period of two months by written notice to the Awarded Vendor exercising the option served at least ten days prior to the expiration date of the contract. In the event such option is exercised by City, all of the provisions of the contract shall remain in full force and effect other than the date of expiration of the contract.

The quantities have been estimated for bid award purposes and may be estimated based on past usage. The quantities may increase or decrease and the City makes no representation as to guarantee of usage. The quantities are estimated on an annual basis.

COMPANY NAME:

Jos. Kutchev & Sons LLC

PAYMENT TERMS

The City's normal payment terms are 45 days in connection with cash discounts specified with this bid. Time will be computed from the date of complete delivery of services, supplies, or equipment, as specified, or from the date correct invoices are received in the Office of the City Controller, if the latter is later than the date of delivery. Prices will be considered as net if no cash discount is shown.

Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's fee bid. Interim billings shall cover a period of not less than a calendar month.

MICHIGAN FREEDOM OF INFORMATION ACT (FOIA)

All costs incurred in the preparation and presentation of this bid, in any way whatsoever, shall be wholly absorbed by the Bidder. All supporting documentation shall become the property of the City unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this RFP is not assured.

EQUAL OPPORTUNITY CLAUSE

This contract requires adherence to the equal opportunity clause, 41 CFR § 60-1.4.

EXCEPTIONS TO THE BID SOLICITATION

Each individual/group shall provide a list of Exceptions taken to this bid. Any Exceptions taken shall be identified and explained in writing. An Exception is defined as the individual/group's inability to meet a mandatory requirement or exceed a requirement in the manner specified in the bid solicitation. If the Bidder provides an alternative solution when taking an Exception to a requirement, the benefits of this alternative solution shall be explained. The City reserves the right to accept or reject any Exception whichever is deemed to be in the best interest of the City.

WITHDRAWAL OF BID

Bidders may withdraw their bids by submitting a written request over the signature of an authorized individual to the Purchasing Department any time prior to the submission deadline. Bidders may thereafter submit a new bid prior to the deadline. Modification or withdrawal of the bid in any manner, oral or written, will not be considered if submitted after the deadline.

DEFAULT TO CITY

It is understood that any Bidder who is in default to the City at the time of opening its bid shall have its bid declared null and void.

BIDDER DISCLOSURE

The Bidder declares that it has not, nor will it, provide gifts, gift certificates, entertainment, favors, or other gratuities to a City official, employee, agent, or volunteer, or to their families.

The Bidder acknowledges that if it violates this policy then the City may terminate the contract with the Bidder.

COMPANY NAME: Jos. Kutchev & Sons LLC

INDEMNITY CLAUSE

To the extent permitted by law, the Contractor shall indemnify the City, its officers, employees, agents, and boards and commissions from and against any claim of liability; penalties; damages; attorney fees; professional advisors' fees; settlements; or other fees or expenses arising from or in connection with goods provided and services performed under this Invitation to Bid. The Contractor shall provide the Warren City Attorney's Office with all documents filed in any proceeding related to this Invitation to Bid in which any of the above-listed people or entities are named.

MICHIGAN LAW TO CONTROL

The Parties intend for this Agreement to be construed in accordance with Michigan law as it exists at the time of this Agreement. Disputes arising out of this Agreement shall be litigated in the State court having jurisdiction over Macomb County, Michigan. If a dispute arises that requires resolution in Federal court, it shall be litigated in the United States District Court for the Eastern District of Michigan.

AMERICAN WITH DISABILITIES ACT

Whenever applicable, the Contractor shall perform work in accordance with the American with Disabilities Act, 42 USC § 12101 et seq, (including corresponding rules, regulations, and design standards), the Persons with Disabilities Civil Rights Act, MCL 37.1101 et seq. and City ordinances relating to accessibility.

APPENDIX A OF TITLE VI PLAN

During the performance of this contract, the contractor, for itself, its assignees, and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

1. COMPLIANCE WITH REGULATIONS. The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. NONDISCRIMINATION. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.

3. SOLICITATION FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. INFORMATION AND REPORTS. The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

COMPANY NAME: Jos. Kutchey & Sons LLC

5. SANCTIONS FOR NONCOMPLIANCE. In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

6. INCORPORATION OF PROVISIONS. The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SAFETY DATA SHEETS

IMPORTANT: All City purchases require **SAFETY DATA SHEETS** where applicable, in compliance with the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard.

THE ABOVE GENERAL CONDITIONS ARE CONSIDERED IN FORCE UNLESS SPECIFICALLY ADDRESSED IN ANOTHER SECTION OF THE BID DOCUMENT

We have read and acknowledge the above GENERAL CONDITIONS



(Signature)

COMPANY NAME: Jobs. Kutchey + Sons, LLC

CHECK LIST FOR BIDDERS

MISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR BID.

/

Is your electronic bid **PROPERLY SIGNED** on the **AUTHORIZED REPRESENTATIVE** portion of the **BID FORM, AND ALL CLAUSES AS INCLUDED IN THE BID DOCUMENT?**

/

If required, have you entered a unit price for each bid item? (Unit Price governs)

/

Have you uploaded the complete document via the BidNet (MITN) system with your electronic submission?

/

Late bids will **NOT** be considered. **Bids must be received by the Purchasing Division before 12:30 P.M., Wednesday, on the date specified.**

COMPANY NAME: JOS. Kutkey + Sons LLC

Certificate Of Completion

Envelope Id: 2E2CD8EC-47F1-815F-8281-E959C5B920DF

Status: Completed

Subject: Complete with Docusign: Rewritten_Floral_Display_Approval_Request.docx, ITB-W-1873 tab.pdf, ITB...

Source Envelope:

Document Pages: 18

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

jspiller

AutoNav: Enabled

1 City Sq Ste 215

Envelopeld Stamping: Enabled

Warren, MI 48093

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

jspiller@cityofwarren.org

IP Address: 2607:fb90:8d80:

Record Tracking

Status: Original

Holder: jspiller

Location: DocuSign

5/6/2026 1:18:47 PM

jspiller@cityofwarren.org

Signer Events

Jason Spiller

jspiller@cityofwarren.org

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

50D775C484AE448...

Signature Adoption: Pre-selected Style

Using IP Address:

2607:fb90:8d80:89b9:4507:7e38:2e9f:4f24

Timestamp

Sent: 5/6/2026 1:27:45 PM

Viewed: 5/6/2026 1:28:00 PM

Signed: 5/6/2026 1:28:12 PM


Electronic Record and Signature Disclosure:

Not Offered via Docusign

Mark Knapp

mknapp@cityofwarren.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:

874B09CBFD6E4E8...

Signature Adoption: Pre-selected Style

Using IP Address:

2600:1007:b109:5ea2:e06c:1965:7e2c:caea

Signed using mobile

Sent: 5/6/2026 1:28:13 PM

Viewed: 5/6/2026 1:55:04 PM

Signed: 5/6/2026 1:55:13 PM

Electronic Record and Signature Disclosure:

Accepted: 10/28/2024 11:33:44 AM

ID: ad8e7931-ee2f-4d16-8659-80e09745af2b

Craig Treppa

ctreppa@cityofwarren.org

Purchasing Agent

City of Warren

Security Level: Email, Account Authentication
(None)

Signed by:

E610E2D7FFE5449...

Signature Adoption: Pre-selected Style

Using IP Address: 68.43.216.200

Sent: 5/6/2026 1:55:15 PM

Viewed: 5/6/2026 1:56:55 PM

Signed: 5/6/2026 1:57:25 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Tiffany Nawrocki tnawrocki@cityofwarren.org DDA/TIFA Assistant City of Warren Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/6/2026 1:57:27 PM Viewed: 5/7/2026 5:24:12 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/6/2026 1:27:45 PM
Certified Delivered	Security Checked	5/6/2026 1:56:55 PM
Signing Complete	Security Checked	5/6/2026 1:57:25 PM
Completed	Security Checked	5/6/2026 1:57:27 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Warren (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Warren:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dclark@cityofwarren.org

To advise City of Warren of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at dclark@cityofwarren.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Warren

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to dclark@cityofwarren.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Warren

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to dclark@cityofwarren.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Warren as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Warren during the course of your relationship with City of Warren.