



cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item G
October 28, 2013

SUBJECT: Approval to award contract for the 2013 Fall Tree and Landscape Planting to Agroscaping in the amount of \$61,296.

SUBMITTING DEPARTMENT: *Bailey* Community Development Department - Planning

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 61,296
AMOUNT BUDGETED	\$ 60,000
LINE ITEM NUMBER	209-000.00-972.100 City Tree Fund

BACKGROUND INFORMATION:

A request for bids was issued to seek assistance of an outside contractor to provide tree planting services for the Fall 2013 tree planting project. A total of five responses were received as shown on the attached bid tabulation, with prices ranging from \$50,245 to \$133,890. Bid submittals were reviewed by staff within the Department of Community Development, the Department of Public Services and the Purchasing Manager. Greg Davis Landscape is the lowest bidder. However, on review of past work with the City of Novi, and a documented series of problems associated with the previous contract, Greg Davis Landscape was removed from the list of qualified bidders.

A firm called Agroscaping is the second-lowest bidder at \$61,296. Agroscaping is determined to have the necessary qualifications and experience to fulfill the terms of the bid. If approved by the City Council, plantings are expected to commence at the end of October and continue through November. This is an optimum time period for the planting of new trees. All plantings will be warranted by the contractor for a period of two years.

The annual Fall planting for 2013 includes a wide variety of tree species in multiple locations. Each new location was chosen in keeping with the City's commitment to the natural environment, as well as the continued effort to expand on the positive community image. Two hundred eighty five (285) plants will be installed under this contract. Included are the following locations:

- **Residential Street Trees.** Over 80 residences will be planted with street trees to enhance their homes and streetscapes throughout the City. Residents will be notified before the plantings commence. Locations are most often selected through ongoing monitoring by forestry staff as needing a new tree due to plant age, health concerns or accidental injuries. City staff also responds to resident concerns about the state of City street trees and takes appropriate care, monitoring and replacement if warranted.
- **Pavilion Shore Park.** As the new park is being stabilized and irrigated, plantings will be used to provide a welcoming and aesthetically pleasing atmosphere. The new plantings will be focused toward the outer edges of the park, thereby keeping the

core of the park open for active recreation and events. The mix of species is designed to create seasonal interest and to promote environmental diversity.

- **Brookfarm Park.** With the newly installed pathway and benches, this park has definitely begun taking on greater character and is very popular with residents. The proposed plantings will be situated to augment the walkway. In addition, the recent streambank restoration project will be dressed up with native plantings.
- **Wildlife Woods Park.** Following up on plantings from past contracts, this public park will receive extensive plantings to improve aesthetics and create habitat. The plantings will be a nice addition to this park which currently features play fields and a pavilion. The park is situated adjacent to Deerfield Elementary.
- **Ten Mile Road.** Last spring saw the beginnings of street tree plantings on Ten Mile east of Meadowbrook. This fall the focus will be on open areas between Beck and Novi Road and will feature colorful smaller varieties of trees as well as canopy trees.

More than 20 different plant species will be used to assure ecological diversity. Staff based tree selection on pertinent site factors, such as soil types, proximity to adjacent vegetation, locations of overhead and underground utilities, site exposure and growing space available to assure healthy tree growth and sustainability. In conjunction with Community Development, the Public Services Department has been preparing all planting sites for the new installations. The work included removing any dead, damaged or diseased trees and stump grinding. The City's Landscape Architect will be staking all locations prior to commencement of plantings. All trees will be selected by staff prior to planting to ensure specimen quality.

The source of the funding is the City Tree Fund. The Fund is provided by developer payments for regulated woodlands that are removed during development projects and that cannot be replaced on the project site. Over past decades the City's Woodland Ordinance has helped the City of Novi set a strong pace of private development coupled with the preservation and creation of diverse woodlands. New and existing plantings are tracked with the Tree Keeper software program as an asset management system.

RECOMMENDED ACTION: Approval to award contract for the 2013 Fall Tree and Landscape Planting to Agroscaping in the amount of \$61,296, subject to final review and approval of contract language by City Manager and City Attorney's office.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Wrobel				

**BID #1 - SUBDIVISION TREE PLANTING
(2 YR WARRANTY)**

			Greg Davis Landscape		Agroscaping		RC Tuttle		KLM Landscape		Heritage & Company	
Common Name	Qty	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL	
SYRINGA 'Americana' 2.5" caliper	20	210	4,200	225	4,500	235	4,700	255	5,100	580	11,600	
ULMUS X 'Homestead' 2.5" caliper	20	193	3,860	235	4,700	240	4,800	255	5,100	508	10,160	
ZELKOVA serrata 'Village Green' 3" caliper	10	205	2,050	215	2,150	230	2,300	270	2,700	528	5,280	
GLEDTISIA t. 'Skycole' 2.5" caliper	15	193	2,895	215	3,225	235	3,525	240	3,600	448	6,720	
ACER platanoides 'Crimson King'	5	205	1,025	295	1,475	240	1,200	235	1,175	508	2,540	
ACER s.'Green Mountain' 2.5 caliper	10	190	1,900	265	2,650	240	2,400	218	2,180	508	5,080	
TOTAL BID 1	80		\$ 15,930		\$ 18,700		\$ 18,925		\$ 19,855		\$ 41,380	

BID #2 - Pavilion Shore Park (2 YR WARRANTY)

	Qty	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL
BETULA nigra 6-8' clump	10	160	1,600	215	2,150	185	1,850	190	1,900	413	4,130
TAXODIUM distichum, 2.5" caliper	10	185	1,850	265	2,650	225	2,250	240	2,400	520	5,200
QUERCUS bicolor 2.5" caliper	10	190	1,900	225	2,250	240	2,400	250	2,500	600	6,000
MALUS 'Centzam' 2" caliper	10	170	1,700	215	2,150	200	2,000	265	2,650	368	3,680
AMELANCHIER canadensis 8' height	10	162	1,620	250	2,500	200	2,000	190	1,900	408	4,080
CENTIS occidentalis 2.5" caliper	10	190	1,900	215	2,150	235	2,350	230	2,300	516	5,160
QUERCUS PALUSTRIS 2.5" caliper	10	185	1,850	235	2,350	240	2,400	265	2,650	508	5,080
OSTRYA virginiana 2.5" caliper	10	200	2,000	235	2,350	240	2,400	250	2,500	656	6,560
TOTAL BID 2	80		\$ 14,420		\$ 18,550		\$ 17,650		\$ 18,800		\$ 39,890

BID #3 - BROOKFARM PARK (2 YR WARRANTY)			Greg Davis Landscape		Agroscaping		RC Tuttle		KLM Landscape		Heritage & Company	
	Common Name	Qty	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL
TAXODIUM distichum, 2" caliper	Bald Cypress	10	175	1,750	235	2,350	225	2,250	230	2,300	440	4,400
HAMAMELIS virginiana, 36" height	Common Witch Hazel	10	47	470	47.50	475	150	1,500	60	600	192	1,920
CORNUS kousa chinesis 6' ht.	Chinese Dogwood	10	150	1,500	175	1,750	185	1,850	250	2,500	448	4,480
TOTAL BID 3		30		\$ 3,720		\$ 4,575		\$ 5,600		\$ 5,400		\$ 10,800

BID #4 - WILDLIFE WOODS PARK (2 YR WARRANTY)

	Common Name	Qty	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL
PINUS strobus 6'-8' height	White Pine	10	145.00	1,450.00	235.00	2,350.00	185.00	1,850.00	210.00	2,100.00	300.00	3,000.00
ULMUS x 'Pioneer' 2.5" caliper	Pioneer Elm	10	193.00	1,930.00	235.00	2,350.00	235.00	2,350.00	250.00	2,500.00	508.00	5,080.00
QUERCUS bicolor 2.5" caliper	Swamp Oak	5	75.00	375.00	225.00	1,125.00	240.00	1,200.00	250.00	1,250.00	600.00	3,000.00
TOTAL BID 4		25		\$ 3,755.00		\$ 5,825.00		\$ 5,400.00		5,850.00		\$ 11,080.00

BID #5 - TEN MILE ROAD - BECK TO NOVI RD (2 YR WARRANTY)

	Common Name	Qty	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL
ACER ginnala 'Flame' 6'-8' ht	Amur Maple	15	165	2,475	147	2,205	230	3,450	250	3,750	404	6,060
ULMUS x 'Pioneer' 2.5" caliper	Pioneer Elm	15	193	2,895	235	3,525	235	3,525	250	3,750	508	7,620
CRATAEGUS c. inermis 'Crusader' 2" caliper	Crusader Hawthorn	15	180	2,700	194.40	2,916	200	3,000	290	4,350	456	6,840
MALUS 'Prairiefire' 2" caliper	Prairiefire Crabapple	15	174	2,610	190	2,850	200	3,000	170	2,550	388	5,820
MALUS 'sargentii' 2" caliper	Sargent Crabapple	10	174	1,740	215	2,150	200	2,000	170	1,700	440	4,400
TOTAL BID 5		\$ 70		\$ 12,420		\$ 13,646		\$ 14,975		\$ 16,100		\$ 30,740

TOTAL BID 1-5				\$ 50,245		\$ 61,296		\$ 62,550		\$ 66,005		\$ 133,890
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Agroscaping



CITY OF NOVI
2013 FALL LANDSCAPE PLANTING
OFFICIAL BID FORM

We, the undersigned as bidder, propose to furnish to the City of Novi, according to the specifications, terms, conditions and instructions attached hereto and made a part thereof:

BID #1: Subdivision Tree Plantings

Acceptable species of Plant Material	# of Trees	Source /Phone #	Unit Price (2 Yr. Warranty)	TOTAL
SYRINGA 'Americana' Japanese Tree Lilac 2.5" caliper	20	(269-) 543-8211 Great lakes Ornamental	225.00	4500.00
ULMUS X 'Homestead' Homestead Elm 2.5" caliper	20	" "	235.00	4500.00
ZELKOVA serrata 'Village Green' Village Green Zelkova 3" caliper	10	" "	215.00	2150.00
GLEDITSIA t. 'Skycole' Skyline Honeylocust 2.5" caliper	15	" "	215.00	3225.00
ACER platanoides 'Crimson King' Crimson King Maple	5	" "	295.00	1475.00
ACER s. 'Green Mountain' Green Mountain Sugar Maple 2.5 caliper	10	" "	265.00	2650.00
TOTAL	80			\$ 18,500.00

BID #2: Pavilion Shore Park

Acceptable species of Plant Material	# of Trees	Source /Phone #	Unit Price (2 Yr. Warranty)	TOTAL
BETULA nigra River Birch 6-8' clump	10	Great lakes Ornamental	215.00	2150.00

Acceptable species of Plant Material	# of Trees	Source /Phone #	Unit Price (2 Yr. Warranty)	TOTAL
TAXODIUM distichum Bald Cypress 2.5" caliper	10	" "	265.00	2650.00
QUERCUS bicolor Swamp White Oak 2.5" caliper	10	810 655-6654 Agroscaping Nursery	225.00	2250.00
MALUS 'Centzam' Centurian Crabapple 2" caliper	10	" "	215.00	2150.00
AMELANCHIER canadensis Shadblow Serviceberry 8' height	10	" "	250.00	2500.00
CELTIS occidentalis Hackberry 2.5" caliper	10	" "	215.00	2150.00
QUERCUS palustris Pin Oak 2.5" caliper	10	" "	235.00	2350.00
OSTRYA virginiana Hophornbeam 2.5" caliper	10	Great Lakes ornamentals	235.00	2350.00
TOTAL	80			\$ 18,550.00

BID #3: Brookfarm Park

Acceptable species of Plant Material	# of Trees	Source /Phone #	Unit Price (2 Yr. Warranty)	TOTAL
TAXODIUM distichum Bald Cypress 2" Caliper	10	Agroscaping Inc	235.00	2350.00
HAMAMELIS virginiana Common Witch Hazel 36" ht.	10	" "	47.50	475.00
CORNUS kousa chinensis Chinese Dogwood 6' ht.	10	" "	175.00	1750.00
TOTAL	30			\$ 4575.00

BID #4: Wildlife Woods Park

Acceptable species of Plant Material	# of Trees	Source /Phone #	Unit Price (2 Yr. Warranty)	TOTAL
PINUS strobus White Pine 6'-8' height	10	Great Lakes Ornamental	235.00	2350.00
ULMUS x 'Pioneer' Pioneer Elm 2.5" caliper	10	" "	235.00	2350.00
QUERCUS bicolor Swamp Oak 2.5" caliper	5	Agroscaping Nurseries	225.00	1125.00
TOTAL	25			\$ 5825.00

BID #5: Ten Mile Road – Beck to Novi Road

Acceptable species of Plant Material	# of Trees	Source /Phone #	Unit Price (2 Yr. Warranty)	TOTAL
ACER ginnala 'Flame' Amur Maple 6'-8' height	15	Great Lakes Ornamental	147.00	2205.00
ULMUS x 'Pioneer' Pioneer Elm 2.5" caliper	15	" "	235.00	3525.00
CRATAEGUS c. inermis 'Crusader' Crusader Hawthorn 2" caliper	15		194.40	2916.00
MALUS 'Prariefire' Prariefire Crabapple 2" caliper	15		190.00	2850.00
MALUS sargentii Sargent Crabapple 2" caliper	10		215.00	2150.00
TOTAL	70			\$ 13,646

NOTE: The above plant list is for the Contractor's information only, and no guarantee is expressed or implied that quantities therein are correct or that the list is complete.

Unit Prices:

Unit prices prevail. The City of Novi Purchasing Department will correct all extension errors

COMMENTS: _____

We have read & understand Specifications Section 19 & 24 relating to warranty and payment terms.

Yes No

We acknowledge receipt of the following Addenda: _____

(please indicate numbers)

THIS BID SUBMITTED BY:

Company (Legal Registration) Agroscaping INC

Address 6443 Grand Blanc rd

City SWARTZ CREEK State MI Zip 48473

Telephone 810 ~~655~~ 655-6654 Fax 810 655-5885

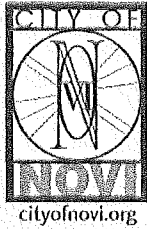
Representative's Name (please print) MIKE WASEN

Representative's Title Sales mgr.

Representative's Signature Mike Wosen

E-mail ALGFO Agroscaping INC

Date 10/07/13



CITY OF NOVI

2013 FALL LANDSCAPE PLANTING

CONTRACTOR QUESTIONNAIRE

Firm Name: Agroscaping Inc
Address: 6443 Grand Blanc Rd
City: SWARTZ CREEK State: MI Zip: 48473
Telephone Number: 810 655-6654 Fax Number: 810-655-5885
Email Address: Agroscaping @ Hotmail.com
Firm Established: 1980 Years in Business: 33

Type of Organization: (please circle)
a. Individual b. Partnership (c) Corporation d. Joint Venture e. Other
c

How many full time employees? 8 How many part time employees? 6

Provide information relative to the experience your company has had working with municipalities. Please provide the names of municipalities where service was provided.
CITY OF BIRMINGHAM Spring 2013 Tree Planting, CARRIE LAIRD, CITY OF MIDLAND TREE PLANTING, Barnum Park RENOVATIONS - Birmingham MI

Provide information relative to the experience and financial capability of your company to carry out the terms of this contract.
SEVERAL Large Tree PLANTING thru out STATE of MI

Identify those in your firm who would be responsible, including on-site supervision for this project, and submit copies of their certifications. Include educational background of principals and those who will be working on the project.
JOE KUDWA - MASTERS Degree in Horticulture

How many clients does your company currently serve with the type of services described?
Provide a list.

City of ST. Clair Shores And City of Midland

Please provide a list of client references (minimum of 3) for projects similar in scope to this project, **other than the City of Novi**. Include name, address, phone number and contact person. Please include any municipalities (or other governmental agencies) that you worked for.

Company City of Birmingham
Address 851 S. Eton Birmingham MI 48009
Phone 248-765-9131 Contact name Carrie laird

Company City of Midland
Address 333 W. Ellsworth St
Phone 989-837-6930 Contact name Bart Hill

Company CITY of ST. Clair shores
Address 27600 Jefferson Circle Dr.
Phone 586-445-4052 Contact name Ron Demski

Please identify which professional organizations your company is a good standing member of:
(please check all that apply)

- International Society of Arboriculture Tree Care Industry Association
- Arboricultural Society of Michigan Michigan Green Industry Association
- Michigan Nursery & Landscape Assoc.

Provide an Equipment List that for equipment will be on site and available for use by the crew performing tree planting, including skid loaders, trucks, tractors, trailers, etc. Include additional sheet if necessary.

Kodiac Dump truck, PJ Dump trailer, clam jams Bobcats, track machn, various dump trucks

Based on your current resources, are you available to plant the quantity of plant material identified within the timeframe allocated? Please explain.

WE have 3 PLANTING CREWS with years OF EXPERIENCE Can MEET any Necessary Schedule.

Provide a description of your company's philosophy relative to tree/shrub planting.

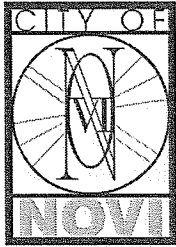
TO plant TREES CORRECTLY THE FIRST TIME.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Authorized Company Representative (please print): Michael Whisen

Representative Signature: 

Date 10/7/13



cityofnovi.org

CITY OF NOVI

2013 FALL LANDSCAPE PLANTING

INSTRUCTIONS TO BIDDERS

This section is intended to provide interested contractors with sufficient information to enable them to prepare and submit proposals for consideration by the City of Novi.

IMPORTANT DATES

Bid Issue Date October 1, 2013

MANDATORY PRE-BID MEETING

Tuesday, October 8, 2013 promptly at 10:00 a.m.
Novi Civic Center
45175 W. Ten Mile Rd.
Novi, MI 48375

Last Date for Questions October 9, 2013 by 12:00 p.m.
Please email questions to:
Sue Morianti, Purchasing Manager
smorianti@cityofnovi.org

Response Due Date Friday, March 30, 2013 by 11:00 a.m.

Anticipated Award Date 10/29, 2013, 2013

MANDATORY PRE-BID MEETING

The mandatory pre-bid meeting begins promptly at the time listed above and will be closed thereafter to latecomers. It is the vendor's responsibility to take traffic, weather, etc. into consideration in order to arrive at the pre-bid meeting on time.

PROPOSAL SUBMITTALS

Submitted proposals shall include:

- The completed Bid Form and Contractor Questionnaire

FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

An **UNBOUND COMPLETED ORIGINAL and THREE (3) copies** of each proposal must be submitted to the Office of the City Clerk. No other distribution of the proposals will be made by the Contractor. Proposals must be signed by an official authorized to bind the Contractor to its provisions.

TYPE OF CONTRACT

If a contract is executed as a result of the quotation, it stipulates a fixed price for products and services.

CONTRACT AWARD

The contract will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City of Novi. Qualifications, experience, references, comparable projects, price, previous experience with vendor/contractor, delivery, and other factors will be considered in the evaluation process and award of contract. The City reserves the right to accept any or all alternative bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

After contract award, a summary of total price information for all submissions will be posted on the MITN website at www.mitn.info.

INSURANCE

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful bidder prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

CHANGES TO THE BID/ADDENDA

Should any prospective Bidder be in doubt as to the true meaning of any portion of the ITB, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the staff member indicated above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda are binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

RESPONSE DATE

To be considered, sealed proposals must arrive at the specified location by the specified time. There will be no exceptions to this requirement. The City of Novi shall not be held responsible for lost or misdirected proposals.

Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposals. All proposals must be contained in sealed envelopes marked on the outside with the contractor's name and the name of the bid. Proposals received after

the closing date and time will not be accepted or considered. Telegraphic, facsimile, or telephone proposals are not acceptable.

SUBMISSION OF BIDS

Bids must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of bid. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed bids must arrive at the Clerk's Office, on or before the specified time and date. There will be no exceptions to this requirement. Contractors mailing bids should allow ample time to ensure the timely delivery of their bid. Bids received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected bids.

Bids must be clearly prepared and legible and must be signed by an Officer of the submitting Company on the enclosed form. **Bids must show unit, extended pricing and totals if requested.** In case of mistakes in price extension, the unit price shall govern. ANY CHANGES MADE ON BID FORMS MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE. Failure to include in the bid all information requested may be cause for rejection of the bid.

A bid may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

FREIGHT/SHIPPING/DELIVERY CHARGES

Proposal pricing must contain all shipping/handling/delivery charges.

TAX EXEMPTION

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful bidder will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Such approval shall not constitute a basis for privity between the City and any subcontractor. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract.

The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

NON-DISCRIMINATION

In the hiring of employees for the performance of work described in this ITB and subsequent contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF PROPOSAL CONTENT

Should a contract ensue, the contents of the proposal of the successful Bidder may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

MATERIAL SUBMITTED

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this RFP is available without redaction to any individual or organization upon request.

INCURRING COSTS

The City of Novi is not liable for any costs incurred by bidders prior to issuance of a contract.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and concise description of the contractor's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

DISCLOSURE OF PROPOSAL CONTENT

After contract award, and upon written request, a summary of total price information for all submissions will be furnished to those contractors participating in this bid.

INDEPENDENT PRICE DETERMINATIONS

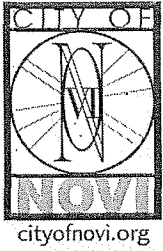
By submission of a proposal, the offerer certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

- (a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any other Competitor; and
- (b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

- (c) He is the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) He is not the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



CITY OF NOVI

2013 FALL LANDSCAPE PLANTING

1. Purpose/Scope of Work

The City of Novi is soliciting four (4) bids for the 2013 landscape plantings. All bids are for the purchase, installation, and 2-year warranty by the bidding contractor.

- **BID 1: Subdivision Tree Plantings**
- **BID 2: Pavilion Shore Park**
- **BID 3: Brookfarm Park**
- **BID 4: Wildlife Woods Park**
- **BID 5: Ten Mile Road**

ALL BIDS SHALL BE SUBMITTED ON SUPPLIED OFFICIAL BID FORM. All bids shall be quoted on a per unit basis. Any bids not so submitted will be disqualified. It is the intent of the City to utilize one contractor; however we reserve the right to enter into more than one contract. If you are unable to provide the specified quantity of plant material, please indicate by changing the number on the bid forms where appropriate. Bids shall include all material, labor, equipment, and warranty costs.

2. Applicable Specifications and Standards

- A. *Principles and Practice of Planting Trees and Shrubs*. 1997. International Society of Arboriculture, P.O. Box GG, Savoy, IL 61874
- B. *American Standard for Nursery Stock*. 1996. American Association of Nurserymen, Inc., 1250 I Street, N.C Suite 500, Washington, D.C. 20005
- C. *Standardized Plant Names*. 1942. American Joint Committee on Horticulture Nomenclature, Horace McFarland Company, Harrisburg, Pennsylvania. (Second Edition)
- D. *City of Novi Landscape Design Manual*. 2003. City Council, 45175 W. Ten Mile Road, Novi, MI 48375

3. Planting/Project Season

- A. This project shall be completed within the following dates:

October 29, 2013

All Bids: April 24, 2013 to June 10, 2013. *November 30, 2013.*

- B. Variance: If special conditions exist that warrant a variance in the above planting dates, a written request shall be submitted to Parks and Forestry Asset Manager and/or City Landscape Architect stating the special conditions and the proposed variance. The variance will be granted if warranted in the opinion of the Parks and Forestry Asset Manager or City Landscape Architect.

4. General Specifications

- A. Permissible working hours are 7:30 A.M. to 4:00 P.M., Monday through Friday unless otherwise authorized by the City. The Contractor shall notify the City of intended operations prior to commencement of work on each working day. No weekend or holiday work will be permitted unless prior authorization is granted by the City. At the end of each working day, the contractor shall clean all work sites of all rubbish, debris, and trimmings resulting from the work, and all work locations shall be left in a neat, safe, and presentable condition.
- B. Planting shall commence no later than twenty (20) days after the contract has been awarded. Failure to comply may result in termination of this contract.
- C. Contractor shall be responsible for any damage to utilities during the planting process.
- D. Contractor shall be responsible for all associated fees that may be required for this project (Road Commission for Oakland County permit fees, MDOT permit fees, bonds...).
- E. All persons doing work on this project shall be properly uniformed. Contractor's employees shall maintain a neat and clean appearance at all times. Employees shall wear the appropriate clothing apparel at all times. All work shall be performed in a professional and courteous manner.
- F. All vehicles performing work on this project shall be properly placarded with the Contractor's name identified. Contractor's equipment shall have neat and clean appearance at all times.
- G. All crews shall be supervised at all times by the Contractor.
- H. Contractor's equipment and general safety practices must meet all OSHA and MIOSHA requirements.
- I. At no time shall the contractor leave open planting holes unfilled with either soil or plant material at the end of the work day. All rubbish, debris, excess soil, sod, trimmings, etc., generated in the performance of this contract shall be properly disposed of off-site by the contractor. All work shall be subject to the direct supervision of the Forestry Division and/or Community Development Department, and in all respects shall meet with the City's approval as conforming with the provisions and requirement of this contract.
- J. During the progress of work, adequate provisions shall be made by the contractor to accommodate normal traffic flow over the public streets so as to cause a minimum of inconvenience to the general public. Means of ingress and egress for occupants of property adjacent to the work, with convenient access to driveways, housing, or building shall be provided to the maximum possible extent.
- K. The contractor will be required to provide and maintain any and all safety devices, such as barriers, guards, and lights, when and where it may be necessary to do as a

result of the work being done. Such devices, barriers, markings, signs, or traffic lights shall conform to the current Michigan Manual of Uniform Traffic Control Devices.

- L. The contractor will be held responsible for the preservation of all public and private property along and adjacent to the work area, and will be required to exercise due care to avoid and prevent any damage or injury as a consequence of his work. All turf, trees, shrubs, ground covers, fences, irrigations systems and utilities shall be adequately protected.
- M. Should any direct or indirect damage or injury result to any public or private property by or on account of any act, omission, neglect, or conduct in the execution of the work or as a consequence of the execution or non-execution thereof on the parts of the Contractor such as property shall be restored, by and at the expense of the Contractor, to a condition equivalent to that existing before the damage or injury occurred, by repairing or rebuilding the same or by otherwise making good such damage or injury in a manner acceptable to the City.
- N. Public Relations: For all street tree plantings an informational door hanger will be distributed by the City to adjacent property owners prior to commencement of the project.
- O. All work must be completed to the satisfaction of the Parks and Forestry Asset Manager, or his/her representative and any questions as to proper procedures or quality of workmanship will be resolved by the same. The Contractor shall be required to address all City requests as they pertain to this contract. Failure to immediately and appropriately address such issues as determined by the City may result in termination of this contract. A City Representative will inspect the work performed by the contractor to ensure the completion of the planting in accordance with these specifications. Should more than two inspections be required on plant material and/or landscape beds needing additional work, the contractor may be billed for City staff time.
- P. The City and Contractor shall meet at least once a week to discuss the results of the City's inspection/progress reports. Failure to immediately and appropriately address such issues may result in termination of this contract.

5. Planting Locations

- A. The Contractor shall plant at locations to be determined and marked by the Parks and Forestry Asset Manager, City Landscape Architect, or their designee.
- B. The Parks and Forestry Asset Manager and/or City Landscape Architect will supply locations for individual trees/shrubs. The location may be inferred from reference to some identifiable field object or from some line that can be constructed in the field.
- C. No tree shall be planted within 15 lateral feet of overhead utility wires.
- D. No tree shall be planted within 10 ft. of fire hydrants, driveways, streetlights and 35 ft. of intersections, or as specified by local ordinance.
- E. No tree/shrub shall be planted closer than 6' to adjacent curb or road edge unless directed by the City.

6. Utility Verification

- A. **The Contractor shall contact Miss-Dig for verification of the location of all underground utilities in the area of the work and the Contractor shall not commence digging until all underground utilities have been marked.** The Contractor shall be responsible for all

damage resulting from neglect or failure to comply with this requirement and/or for all damages to marked underground utilities.

7. Materials

- A. Topsoil will be furnished by the contractor to the site. The topsoil shall be declared by the Contractor to be free from subsoil, roots, stones over 1 inch in (2.5 cm) in diameter, herbicides, contaminants, and other extraneous materials. The Contractor shall dispose of all excavated materials. Topsoil shall be of granular structure, less than 27 percent clay, and 4 to 5 percent organic matter by weight. Topsoil shall not be used in a frozen or muddy condition. The Contractor shall remove all surplus materials.
- B. Compost shall consist of finely divided or granular texture composed of decomposed organic materials.
- C. Mulch: Unless otherwise noted, all mulch shall be Grade A, true 100 percent double-shredded product. It shall be of hardwood (either Maple or Oak) with no more than 10% by-product. Wood-chips and sticks are not acceptable.
- D. Substitutions: When a contractor submits their bid, it is assumed they know where to obtain all specified plant materials. Other plant materials of similar characteristics may be accepted with written permission of the City. Proof must be submitted that material specified is not obtainable.
- E. Plants shall be true to species, variety specified, and nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project for at least 2 years. Plants of a northern seed source may be used if approved by the Parks and Forestry Asset Manager and/or Landscape Architect. They shall have been freshly dug (during the most recent favorable harvest season).

Unless specifically noted, all plants shall be of specimen quality, exceptionally heavy, symmetrical, so trained or favored in development and appearance to be unquestionably and outstandingly superior in form, compactness, and symmetry. They shall be sound, healthy, vigorous, well branched and densely foliated when in leaf; free of disease and insects, eggs, or larvae; and shall have healthy, well-developed root systems. They shall be free from physical damage or other conditions that would prevent vigorous growth.

Trees with multiple leaders, unless specified, will be rejected. Plant material with a damaged or crooked leader, bark abrasions, sunscald, disfiguring knots, insect damage, or cuts of limbs over $\frac{3}{4}$ in (2cm) in diameter that are not completely closed will be rejected.

- **All trees shall be no less than 2.5-inch caliper unless otherwise specified.**

Plants shall conform to the measurements specified, except that plants larger than those specified might be used if approved by the Parks and Forestry Asset Manager and/or Landscape Architect. Use of larger plants shall not increase the contract price. If larger plants are approved, the root ball shall be increased in proportion to the size of the plant as specified in the *Principles and Practice of Planting Trees and Shrubs*.

Caliper measurements shall be taken on the trunk 6 inches (15cm) above the natural ground line for trees up to and including 4 inches (10 cm) in caliper, and 12 inches (30 cm) above the natural ground line for trees over 4 inches (10 cm) in caliper. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to branch tip. No "whips" shall be planted. Plants shall be measured when branches are in their position. If a range of a size is given, no plant shall be less than the minimum size, and less than 50 percent of the plants shall be as large as the maximum size specified. Measurements specified are minimum size acceptable after pruning, where pruning is required. Plants that meet measurements but do not possess a standard relationship between height and spread, according to the American Standards for Nursery Stock, shall be rejected.

- F. The plant list at the end of this section is for the Contractor's information only, no guarantee is expressed or implied that quantities therein are correct or that the list is complete. The Contractor shall satisfy himself that all plant materials shown on the drawings are included in his bid.
- G. All plants shall be labeled by plant name and size. Labels shall be attached securely to all plants, bundles, and containers of plant materials when delivered. Plant labels shall be durable and legible, with information given in weather-resistant ink or embossed process lettering.
- H. **Certificates of Plant Inspections:** Certificates of inspection shall accompany invoices for each shipment of plants as may be required by law for transportation. Certificates are to be filed with the Parks and Forestry Asset Manager and/or City Landscape Architect prior to acceptance of the material. Passing inspection by federal or state governments at place of growth does not preclude rejection of plants at the work site.

8. Selection and Tagging

- A. Plants shall be subject to inspection for conformity to specification requirements and approval by the Parks and Forestry Asset Manager and/or City Landscape Architect prior to delivery. The Parks and Forestry Asset Manager and/or City Landscape Architect shall tag all plant material to be used for this project and reject any plant material that they feel does not meet quality standards. Such approval shall not impair the right of inspection and rejection during progress of the work. A Contractor's representative shall be present at all inspections.
- B. Plants shall be subject to inspection and approval by the Parks and Forestry Asset Manager and/or City Landscape Architect (at their discretion) at their place of growth. Travel expenses (maximum \$800 per staff member) related to inspections will be billed directly to the contractor.

9. Excavation of Planted Areas

- A. Locations for plants and outlines of area to be planted will be identified via marking paint or flagging at the site by the City. Approval of the Parks and Forestry Asset Manager and/or City Landscape Architect may be required before excavation begins.
- B. Detrimental soil conditions: The Parks and Forestry Asset Manager and/or City Landscape Architect are to be notified, in writing, of soil conditions that the Contractor considers detrimental to the growth of plant material. These conditions

are to be described as well as suggestions for correcting them. Proper water drainage shall be assured.

- C. Contractor shall repair any broken sprinkler within 24 hours of any damage. Contractor will carry ten (10) couplers and twenty (20) hose clamps and five (5) feet of ¾ and 1-inch pipe at all times.
- D. Contractor shall restore, to satisfaction of the Parks and Forestry Asset Manager and/or City Landscape Architect, any damage done to adjacent planting site areas.
- E. Obstructions: if rock, underground construction work, tree roots, or obstructions are encountered in the excavation of plant pits, the Parks and Forestry Asset Manager and/or City Landscape Architect may select alternate locations. Where locations cannot be changed as determined by the Parks and Forestry Asset Manager and/or City Landscape Architect, and where digging is permitted, submit cost required to remove the obstruction to a depth of not less than 6 inches (15 cm) below the required hole depth. Proceed with work after approval of the Parks and Forestry Asset Manager and/or City Landscape Architect.

10. Digging and Handling Plant Materials

- A. Anti-transpirants are to be applied to plants in full leaf immediately before digging. A film shall adequately cover all foliage.
- B. Plant materials designated as B & B shall be properly dug with firm natural balls of soil retaining as many fibrous roots as possible in sizes and shapes as specified in the most recent edition of the *American Standard for Nursery Stock*. Balls shall be firmly wrapped with nonsynthetic, rotatable burlap and secured with nails and heavy, nonsynthetic, and rotatable twine. Root collar will be apparent at surface of ball. No plant material with loose, broken, or manufactured balls will be planted, **except with special written approval before planting.**
- C. Plants grown in containers shall be of appropriate size for the container as specified in the most recent edition of the *American Standard for Nursery Stock*, and be free of circling roots on the exterior and the interior of the root ball.
- D. All other types of nursery stock shall also conform to the *American Standard for Nursery Stock*.

11. Transportation and Storage of Plant Material

- A. Fresh dug material is given preference over plant material held in storage. Plant material held in storage will be rejected if excessive growth or dieback of branches has occurred in storage.
- B. Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.
- C. During transportation of plant material, the Contractor shall exercise care to prevent injury and drying out of the plant material. Should the roots be dried out, large branches broken, balls of earth broken or loosened, or area of bark torn, the Parks and Forestry Asset Manager and/or City Landscape Architect may reject the injured tree(s) and order them replaced at no additional cost to the City.
- D. Plants must be protected at all times from sun or drying winds. No plant material shall be stored on City Property unless approved by the Parks and Forestry Asset Manager. If approved, the City of Novi shall assume no responsibility for any plant material while stored on City property. Those plants that cannot be planted immediately on delivery

shall be kept in the shade, well protected with soil covered with wet wood chips or other acceptable material and kept well watered. Plants shall not remain unplanted any longer than 3 days after delivery. Plants shall not be bound with wire or rope at any time so as to damage the bark or break branches. Plants shall be lifted and handled with suitable support of the soil ball to avoid damaging it.

- E. All trees shall be transplanted and transported with stem guards. Trees with damaged stems will be rejected

12. Planting Operations

- A. All trees/shrub shall be planted in accordance with the tree/shrub planting detail provided.
- B. Width of the planting hole shall be at least 2 – 3 times the width of the rootball. Plants must be set plumb and braced in position until prepared topsoil has been placed around the ball and roots. **Trees and shrubs shall be planted so that the flare of the trunk is 2 inches above preexisting grade.** Plants shall be set so that they will be the same depth 1 year later. The trunk of the tree is not to be used as a lever in positioning or moving the tree in the planting hole.

NOTE: Because some nurseries practice filling around trees, the root flare may be buried several inches deep. In some cases the top of the root ball may be at ground level, but the root flare actually is too deep. Proper planting depth requires the root flare to be at or slightly above the finished grade. It is important to determine how deep the root flare is in the ball before it is placed in the planting hole. Sometimes the top of the ball may need to be raised until the root flare is at the proper planting depth. Remove the excess soil on the top of the root ball.

- C. Ropes, strings, and wrapping from the top of the root ball are to be removed after the plant has been set. All waterproof or water repellent wrapping shall be removed from the ball. **Remove at least the top half of the wire basket before backfilling.**
- D. Amend the backfill soil by adding 5 percent (by weight, 20-35 percent by volume, depending on materials) composted organic matter. **In heavy clay soils (especially in parks, major roads, interchanges, and other non-residential locations) use soil from the site, composted organic matter and sand in equal volumes.**
- E. Basins are to be formed around tree/shrub root ball with a raised ring of soil as indicated on drawing.
- F. Planting areas are to be finish graded to conform to grades (2-3 inches above preexisting grade) on drawing after full settlement has occurred.
- G. Prior to installing a tree/shrub in a planting hole, the hole shall be filled to 1/2 its depth with water. Water shall remain in the hole until the tree has been backfilled. The Parks and Forestry Asset Manager and/or City Landscape Architect may allow plant material to be thoroughly watered immediately after planting.
- H. Any excess soil, debris, or trimmings shall be removed from the planting site immediately upon completion of each planting operation.
- I. Planting pits shall be at least 24" greater in diameter than the corresponding root ball, and shall have sides fractured in order to facilitate root penetration. Walls of the planting hole shall be dug so that they are properly sloped and sufficiently loosened to remove the glazing effects of digging. Holes shall be ground only on the day the tree is planted. Contractor is responsible to ensure all holes are safe until planted and covered with mulch.

13. Guying, Staking, Wrapping, Pruning, Mulching, and stump removal

- A. All trees shall be staked as identified in the attached planting detail. The contractor shall remove stakes after the first growing season. **NO METAL T-STAKES ARE PERMITTED!**
- B. Staking materials: No wire shall be used around any of the trunks of the trees. Diagonal supporting stakes three (3) shall be sound, uniform oak, redwood, or cedar as identified in the provided planting detail.
- C. **Top half of wire baskets shall be removed (after trees have secured in their plantings holes), taken off not folded under,** after base of the root ball has been secured. This shall include binding twine, wire loops, and first row of wire squares
- D. No tree wrap shall be used unless approved by the Parks and Forestry Asset Manager and/or City Landscape Architect.
- E. Plants are to be pruned at the time of planting and according to best horticulture practice. Pruning of all plant material will include the removal of injured branches, double leaders, waterspouts, suckers, and interfering limbs. Healthy lower branches and small twigs close to the center should not be removed, except as necessary to clear sidewalks or streets. All pruning cuts shall be clean and smooth, with the bark intact and uninjured at the edges. In no case shall more than one-third of the branching structure be removed, **leaving the normal shape of the plant intact.** If use of tree paint is specified by the Parks and Forestry Asset Manager and/or City Landscape Architect, it shall be a standard type specifically recommended as tree wound dressing paint.
- F. All trees/shrubs will be mulched with a mixture of shredded wood and bark previously approved by the Parks and Forestry Asset Manager and/or Landscape Architect. The composted mulch will be free of materials injurious to plant growth, branches, leaves, roots, and other extraneous matter. The mulch will be 4 inches deep around trees and shrubs. **NO WOODCHIPS SHALL BE USED ON THIS PROJECT. Mulch must not be placed within 3 inches (8cm) of the trunks of trees/shrubs.**
- G. The contractor shall dispose of any debris (including tree roots, stumps, rocks, soil...) in the planting area.

14. Landscape Bed Creation and Installation

- A. The planting and creation of landscape shall follow the standard specifications and design plan.
 - The Parks and Forestry Asset Manager and/or Landscape Architect may elect to outline the bed area prior to installation.
 - The City may alter the design, if desired.
 - The City may add, change, and/or remove the quantities of plant materials and/or bed design as desired.
- B. The contractor is responsible for acquisition and planting of plants per the City's design unless altered by the City.
- C. Each landscape bed shall be edged mechanically or with a spade prior to installation and at least once per year through the duration of this contract.
- D. Contractor shall provide proof of origin for all plan materials (compost, topsoil and mulch). Specifications for these items are identified in the above "Materials" section and/or the planting details provided below.
- E. Existing sod shall be removed prior to installation.

- The existing underlying soil shall be filled to a depth 12 inches.
- 2 inches of compost and 2 inches of topsoil shall be added (to the existing filled topsoil) and filled into the bed.

15. Maintenance of Plant Materials and Landscape Beds

- A. Maintenance shall begin immediately after each plant is planted and shall continue throughout the period of this contract.
- B. Maintenance shall include ALL landscape beds created through this contract.
- C. Maintenance shall consist of pruning, watering, fertilization, cultivating (including weeding), mulching, edging, tightening and repairing guys and stakes, resetting plants to proper grades or upright position, restoration of the planting saucer, and furnishing and applying such sprays or other materials as are necessary to keep plantings free of insects and diseases and in vigorous condition.
- D. Planting areas (including landscape beds) and plants shall be protected at all times against damage for the duration of the maintenance period. If a plant becomes damaged or injured, it shall be treated or replaced as directed by the Parks and Forestry Asset Manager and/or City Landscape Architect at no additional cost.
- E. Watering: Contractor shall irrigate, as required, to maintain vigorous and healthy tree growth. **All plants shall be watered at the time of planting unless directed otherwise by the Parks and Forestry Asset Manager and/or City Landscape Architect.** Over-watering or flooding shall not be allowed. Contractor shall use existing irrigation facilities and furnish any additional material, equipment, or water to ensure adequate irrigation. Contractor may fill up their water tanks at the City of Novi DPS Field Services facility. During periods of restricted water usage, all governmental regulations (permanent and temporary) shall be followed. Should modifications of existing irrigation systems and/or schedules facilitate adherence to these regulations, the Contractor shall notify the owner of the suggested modifications.
- F. Fertilization: Fertilizer shall be applied at the time of planting and shall be a controlled-release type formulated for trees and shrubs, and must be approved by the Parks and Forestry Asset Manager and/or City Landscape Architect. The approved fertilizer shall be used at the rate specified by the manufacturer.

16. Contract Termination

The City shall have the right to terminate a contract or part thereof before the work is completed with thirty (30) days written notice:

- A. For Cause:
 - The contractor is not complying with the specifications;
 - Proper arboricultural techniques are not being followed after written notification by the City;
 - The Contractor refuses, neglects, or fails to supply properly trained or skilled personnel, proper equipment, or acceptable plant material;
 - The Contractor in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work;
 - Previous unknown circumstances arise making it desirable in the public interest to void the contract;

- The Contractor fails to comply with the terms of this contract;
- The Contractor refuses to proceed with the work when as directed by the City; or
- The Contractor abandons the work.

Any hazardous practice as determined by the City shall be immediately discontinued by the contractor upon receipt of either verbal or written notice to discontinue such practice.

For Convenience:

The City may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The City shall pay all reasonable costs incurred by the Client up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.

17. Acceptance

The Parks and Forestry Asset Manager and/or City Landscape Architect shall inspect all work for acceptance upon written request for the Contractor. The request shall be received at least 10 calendar days before the anticipated date of inspection.

Acceptance of plant material by the Parks and Forestry Asset Manager and/or City Landscape Architect shall be for general conformance to specified size, character, and quality and shall not relieve the Contractor of responsibility for full conformance to the contract documents, including correct species.

Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the Parks and Forestry Asset Manager and/or City Landscape Architect, the Parks and Forestry Asset Manager and/or City Landscape Architect shall certify in writing that the work has been accepted.

18. Acceptance in Part

Work may be accepted in parts when the Parks and Forestry Asset Manager and/or City Landscape Architect and Contractor deem that practice to be in their mutual interest. The Parks and Forestry Asset Manager and/or City Landscape Architect must give approval in writing to the Contractor verifying that the work is to be completed in parts. Acceptance of work in parts shall not waive any other provision of this contract.

19. Guarantee Period and Replacements

- A. The guarantee period for plant material shall begin at the date of acceptance.
- B. The Contractor shall guarantee all plant material to be in healthy and flourishing condition as determined by the City of Novi for a period of 2 years from the date of acceptance.
- C. When work is accepted in parts, the guarantee periods extend from each of the partial acceptances to the terminal date of the guarantee of the last acceptance: Thus, **all guarantee periods terminate at one time.**

- D. The Contractor shall replace, without cost, as soon as weather conditions permit, and within a specified planting period, all plants determined by the Parks and Forestry Asset Manager and/or City Landscape Architect to be dead or in an unacceptable condition during and at the end of the guarantee period. To be considered acceptable, plants shall be free of dead or dying branches and branch tips and shall bear foliage of normal density, size, and color. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification. The City may allow substitutions.
- E. The guarantee of all replacement plants shall extend for an additional period of 1 year beyond the initial warranty period (one year beyond the initial two year warranty period). If a tree dies between the 1 and two year initial warranty period, the warranty on the replacement tree shall extend for a period 1 year after the 2 year initial warranty period has ended. In the event that a replacement plant is not acceptable during or at the end of the said extended guarantee period, the Parks and Forestry Asset Manager and/or City Landscape Architect may elect subsequent replacement or credit for that item.
- F. The Contractor shall make periodic inspections, at no extra cost, during the guarantee period to determine what changes, if any, should be made in the maintenance program. If changes are recommended, they shall be submitted in writing to the Parks and Forestry Asset Manager and/or City Landscape Architect.

20. Final Inspection and Final Acceptance

At the end of the guarantee period and upon written request of the Contractor, the Parks and Forestry Asset Manager and/or City Landscape Architect will inspect all guaranteed work for final acceptance. The request shall be received at least 10 days before the anticipated date for final inspection. Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the Parks and Forestry Asset Manager and/or City Landscape Architect at that time, the Parks and Forestry Asset Manager and/or City Landscape Architect shall certify, in writing, that the project has received final acceptance.

21. Selection Criteria

Proposals will be evaluated and ranked. The City of Novi reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more companies. The proposer selected for the award will be chosen on the basis of the apparent greatest benefit to the City, including but not limited to:

A. Experience/Qualifications

Proposals on this contract shall be limited to individuals, partnerships, and corporations actively engaged in landscaping. Proposers shall demonstrate competence, experience, and financial capability to carry out the terms of this contract. The City will require proof of these qualifications and work performance references.

B. Capacity

Proposers should clearly identify all available resources within the company and those that will be subcontracted to others. Provide an Equipment List and number of full-time/part-time employees that will be made available to accomplish the work described in these documents.

C. Comparable Projects

Proposers should submit examples of similar work performed.

D. Timeline

Provide proposed schedule for the performance of the tree planting services, including under unusual or unexpected weather conditions.

E. References

Provide a list of references from comparable projects that have been successfully completed by your company. Include the names of contacts.

F. Cost

Cost Proposals per Official Bid Form.

22. General Conditions

- A. The City of Novi reserves the right to interview any number of qualifying providers as part of the evaluation process. The decision of which provider to contact (if any) will be based on the most qualified, cost effective and experienced provider(s) determined in the evaluation process. The City of Novi reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.
- B. The City is not required to accept the lowest proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the services, of which qualifications, experience, capacity and comparable projects may be overriding factors. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the City.
- C. All proposals shall be opened publicly at the date and time specified. Each shall be recorded with the name of the proposer. All proposals shall be in accordance with the Purchasing Department and the requirements of this notice in order to be deemed "responsive."
- D. No proposal will be accepted from any person, firm or corporation who is in arrears upon any obligation to the City or who otherwise may be deemed irresponsible or unreliable by the City.
- E. No proposal will be allowed to be withdrawn after it has been deposited with the City of Novi, except as provided by law.
- F. Any deviation from the scope of work must be noted in the proposal.
- G. The Request for Proposal document together with its addenda, amendments, attachments and modifications, when executed, becomes the contract or part of the contract between the parties.
- H. Any proposal submitted which requires a down payment or prepayment of any kind prior to work completion and full acceptance as being in conformance to specifications will not be considered for award.

23. Instructions to Contractors

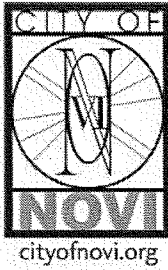
The following pages include a **(1)** vendor questionnaire and **(2)** official bid form. These items must be **FULLY** completed and submitted. Bidders not responding to any of the specifications or questions may be classified as unresponsive. The response must follow the format outlined in this proposal. Supplemental information may be attached.

24. Payment

Payment shall be made to the Contractor as follows:

- 80 % of the contract sum upon receipt, completion of planting of the plant materials by the contractor, and acceptance of the plant materials by the Parks & Forestry Asset Manager and/or City Landscape Architect.
- 10 % of contract sum after the replanting of all necessary replacement material after one year.
- 10 % of contract sum after final acceptance. This would occur after all replacement material warranties are complete and after the completion and acceptance after the two year warranty period.

NOTE: It is the contractor's responsibility to ensure that all invoices are accurate and detailed. Invoices must include the address/location of each tree planted as well as the type of tree planted at each location. Failure to submit accurate and detailed invoices will result in delayed payment.



CITY OF NOVI

2013 FALL LANDSCAPE PLANTING

ADDENDUM #1

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the bid/RFP named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

RESPONSE: The Contractor shall verify receipt of this Addendum on the Bid Form.

CONTENTS: Included in this Addendum is one (1) page of written addenda description plus two (2) pages of the pre-bid meeting sign-in sheet.

CLARIFICATIONS:

Please be sure to read section 19 and section 24 to understand how the warranty works and how payments will be made. 80% of contract sum will be paid after completion and acceptance of planting of contracted materials. 10% of contract will be paid after 1 year after all materials identified at that time have been replaced. Replacement of original materials may still be needed in the second year. The remaining 10% will be paid at the end of the third year, after the warranties are complete on the replacement materials. If any of the replacement materials die in the warranty period, the contractor is not required to replace them again. However, the retainage may be adjusted for the cost for the City to replace it.

QUESTIONS:

1. Where is the caliper measured?

Answer: See section 7 which begins on page 10.

2. Who maintains the trees?

Answer: See Section 15 which begins on page 15.

3. If there are only a couple of replacement trees to be covered by a warranty in year 3, it seems like 10% might be a lot of money to hold in order to cover those trees.

Answer: If that is the case, the City is willing to work with the Contractor to determine a more equitable amount of retainage to hold.

Sue Morianti
Purchasing Manager

Notice dated: October 10, 2013