

**CITY of NOVI CITY COUNCIL**

**Agenda Item E  
April 5, 2010**

**SUBJECT:** Approval to award the 2010 Spring Tree & Shrub Planting contract for planting 273 trees and 426 shrubs and installing 14,000 square feet of landscape beds to Agroscaping, Inc., the lowest qualified bidder, in the amount of \$85,000.

**SUBMITTING DEPARTMENT:** Department of Public Services – Field Operations Division *M.W.*

**CITY MANAGER APPROVAL** *[Signature]*

<b>EXPENDITURE REQUIRED</b>	<b>\$85,000</b>
<b>AMOUNT BUDGETED</b>	<b>\$330,800 (Annual Tree Planting and Pruning)</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$0</b>
<b>LINE ITEM NUMBER</b>	<b>209-000.00-939.260 (Tree Fund)</b>

**BACKGROUND INFORMATION:**

The City of Novi has planted over 5,000 trees to replace ash trees and enhance public property using Tree Fund revenue. This spring, a total of 14,000 square feet of landscape beds, 426 shrubs, and 273 trees will be planted, staked and mulched through this contract, which includes a two year warranty on all work. The project includes planting a variety of species within various subdivisions (to include Yorkshire Place, Walden Woods, and Chase Farms), Fuerst Park and the 12 Mile Road median. The primary goals of this planting will be to enhance the aesthetics of the community, provide timely replacement of recently removed trees and reduce mowing areas.

Staff will hand select trees and shrubs prior to planting to ensure specimen quality; and will base plant selection on pertinent site factors, such as soil type, proximity to adjacent trees and other vegetation, the location of overhead and underground utilities, site exposure, and the amount of space available to support healthy tree growth and development.

The City received four bids for this planting on March 19, 2010 following a public bidding period (see attached bid tabulation). Staff reviewed the bids and investigated jobs performed by the low bidder, Agroscaping Inc., and are satisfied that Agroscaping can meet our quality standards. Agroscaping Inc. has been in business for 30 years and has worked with other communities such as the City of Birmingham.

The planting contract will commence within 10 days after award and be completed by July 2010. Adjacent property owners will be notified of the planting and receive tree care instructions. Please reference the attached documents for more detailed bid information.

**RECOMMENDED ACTION:** Approval to award the 2010 Spring Tree & Shrub Planting contract for planting 273 trees and 426 shrubs and installing 14,000 square feet of landscape beds to Agroscaping, Inc., the lowest qualified bidder, in the amount of \$85,000.

	1	2	Y	N
<b>Mayor Landry</b>				
<b>Mayor Pro Tem Gatt</b>				
<b>Council Member Crawford</b>				
<b>Council Member Fischer</b>				

	1	2	Y	N
<b>Council Member Margolis</b>				
<b>Council Member Mutch</b>				
<b>Council Member Staudt</b>				

City of Novi  
Spring 2010 Tree, Shrub and Landscaping Bid Tabulation

	Est Qty.	Agroscaping	Marine City	Envision	Panoramic
<b>Trees</b>					
Subdivisions	100	\$ 19,275	\$24,000	\$26,875	\$21,600
Fuerst Park	45	\$ 8,205	\$10,875	\$7,800	\$8,895
12 Mile Road	128	\$ 22,090	\$29,795	\$22,875	\$23,920
<b>Sub Total</b>		<b>\$ 49,570</b>	<b>\$ 64,670</b>	<b>\$ 57,550</b>	<b>\$ 54,415</b>
<b>Shrubs</b>					
Fuerst Park	149	\$ 6,020	\$6,946	\$6,717	\$8,005
12 Mile Road	277	\$ 8,410	\$10,165	\$8,458	\$12,588
<b>Sub Total</b>		<b>\$ 14,430</b>	<b>\$ 17,111</b>	<b>\$ 15,175</b>	<b>\$ 20,593</b>
<b>Landscape Beds</b>					
Fuerst Park	2,000 sq ft	\$ 3,000	\$1,500	\$3,000	\$3,500
12 Mile Road	12,000 sq ft	\$ 18,000	\$9,000	\$18,000	\$21,000
<b>Sub Total</b>		<b>\$ 21,000</b>	<b>\$ 10,500</b>	<b>\$ 21,000</b>	<b>\$ 24,500</b>
<b>Grand Total</b>		<b>\$ 85,000</b>	<b>\$ 92,281</b>	<b>\$ 93,725</b>	<b>\$ 99,508</b>

## CONTRACT

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, 45175 W. Ten Mile, Novi, Michigan 48362 "City", and Agroscaping, Inc., whose address is 6443 Grand Blanc Rd, Swartz Creek, MI 48473, "Contractor."

*Work.* For and in consideration of payment by the City as provided under the Payment Section of this Contract, Contractor shall perform the work described on and in the Work Specifications listed in "Exhibit A", which is a part of this Contract, in a competent, efficient, timely, good and workmanlike manner and in compliance with the following terms and conditions.

*Permits.* The work to be performed includes applying and paying for, and obtaining issuance of all required permits and satisfying all requirements or conditions for such permits.

*Bonds and Insurance.* This Contract is conditioned on Contractor securing and maintaining the liability insurance specified in the "Exhibit A", which are a part of this Contract, which shall be confirmed by Certificate(s) of Insurance, with said coverages to be maintained for the life of this Contract and the City entitled to thirty (30) days written notice of any cancellations or changes. Contractor shall also supply payment and performance bonds in a form acceptable to the City.

*Time of Work.* All Insurance requirements shall be satisfied within 14 days, and work shall be completed within specified date in "Exhibit A". These time limits are of the essence of this Contract and failure to meet them shall permit City to terminate this Contract whether or not work has been commenced.

*Payment.* The City agrees to pay the Contractor the sum of \$85,000, as specified in "Exhibit A", accompanied by a sworn statement and full unconditional waivers of lien, confirming that all subcontractors and any material suppliers have been paid in full.

*Changes.* Any changes in the provisions of this Contract must be in writing and signed by the City and Contractor.

*Liability.* Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the City, its agents, and others working on its behalf against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the City by reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract.

*Inspections, Notices and Remedies Regarding Work.* During the performance of the work by Contractor, City shall have the right to inspect the work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the work performed or other default in this Contract, City shall provide Contractor with written notice to correct the defect or default

within a specified number of days of the notice. Upon receiving such a notice, Contractor shall correct the specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Contract by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Contractor, or, preserve the claims of defects or defaults without termination by written notice to Contractor.

Demolition Disposal Requirements. The Contractor shall perform all work and dispose of all materials in compliance with all provisions of applicable federal, state, county and City environmental laws. This obligation includes lawful disposal of all material, with a condition of the City's payment obligation being Contractor delivering to City copies of written documents from the licensed landfill or disposal site, confirming the dates, quantities and types of demolition debris disposed of, the disposal costs and that those costs have been paid in full by Contractor.

Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because City is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

Governing Law. This Contract shall be governed by the laws of the State of Michigan.

Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the City.

Successors and Assigns. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

Notices. Written notices under this Contract shall be given to the parties at their addresses on page one by personal or registered mail delivery to the attention of the following persons:

City: Sue Morianti, Purchasing Manager, with a copy to Thomas R. Schultz, Secrest, Wardle, Lynch, Hampton, Truex and Morley, 30903 Northwestern Highway, Farmington Hills, MI 48333.

Contractor: Agroscaping, Inc., Attn: Joseph Kudwa, 6443 Grand Blanc Rd., Swartz Creek MI. 48473.

Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

[signatures on next page}

WITNESS AND DATES  
OF SIGNATURES:

CITY OF NOVI

\_\_\_\_\_

By: David B. Landry  
Its: Mayor

Date: \_\_\_\_\_

\_\_\_\_\_

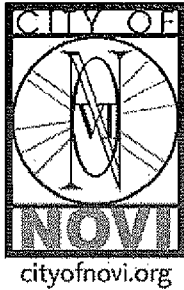
By: Maryanne Cornelius  
Its: Clerk

Date: \_\_\_\_\_

CONTRACTOR

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
**DRAFT**

**EXHIBIT A WORK SPECIFICATIONS**



**NOTICE - CITY OF NOVI  
REQUEST FOR BIDS**

**2010 SPRING TREE & SHRUB PLANTING**

The City of Novi will receive sealed bids for **2010 Spring Tree & Shrub Planting** according to the specifications of the City of Novi.

**A mandatory pre-bid meeting** will be held **Wednesday, March 10, 2010** promptly at **10:00 a.m.** at the Novi Civic Center, 45175 W. Ten Mile Rd., Novi, MI 48375-3024.

Sealed bids will be received until **10:00 a.m.** prevailing Eastern Time **Friday, March 19, 2010** at which time proposals will be opened and read. Bids shall be addressed to and delivered to:

CITY OF NOVI  
CITY CLERK'S OFFICE  
45175 W. Ten Mile Rd.  
Novi, MI 48375-3024

OUTSIDE ENVELOPES MUST BE PLAINLY MARKED

**"2010 SPRING TREE & SHRUB PLANTING BID"**

AND MUST BEAR THE NAME OF THE BIDDING FIRM.

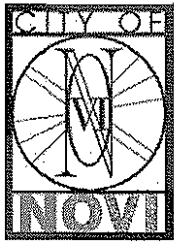
The City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest bidder, to subdivide the award, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Sue Morianti  
Purchasing Manager  
smorianti@cityofnovi.org

Notice dated: March 3, 2010

**NOTICE TO BIDDERS:**

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, [www.mitn.info](http://www.mitn.info), and obtain an official copy.



cityofnovi.org

## CITY OF NOVI

### 2010 SPRING TREE & SHRUB 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 March 3, 2010

#### **MANDATORY PRE-BID MEETING**

**Wednesday, March 10, 2010 promptly at 10:00 a.m.**

Last Date for Questions

Friday, March 12, 2010 by 3:00 p.m.  
Please email questions to Sue Morianti at [smorianti@cityofnovi.org](mailto:smorianti@cityofnovi.org)

**Response Due Date**

**Friday, March 19, 2010 by 10:00 a.m.**

Anticipated Award Date

April 5, 2010

#### **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 proposal forms, tree planting questionnaire, memorandum of understanding

**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](http://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](http://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 specified location, 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

### 2010 SPRING TREE & SHRUB PLANTING

#### 1. Purpose/Scope of Work

The City of Novi is soliciting three (3) bids for the 2010 Spring Tree and Shrub planting. All bids are for the purchase, installation, and warranty by the bidding contractor

- **BID 1: Subdivision Tree Planting (2.5" caliper trees)**
  - Alternate A: 2 year warranty
- **BID 2: Fuerst Park Tree/Shrub Planting (2.5" caliper trees)**
  - Alternate A: 2 year warranty
  - Alternate B: Shrub planting
  - Alternate C: 2 year warranty on shrubs
  - Alternate D: Landscape Bed Installation
- **BID 3 (Tentative Award): 12 Mile Median Planting (2.5" caliper trees)**
  - Alternate A: 2 year warranty
  - Alternate B: Shrub planting
  - Alternate C: 2 year warranty on shrubs
  - Alternate D: Landscape Bed Installation

**ALL BIDS SHALL BE SUBMITTED ON SUPPLIED OFFICIAL BID FORMS.** 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:

**All Bids: April 19, 2010 to June 11, 2010.**

- 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 Operations 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 Operations 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 (30) 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: 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 Operations 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 Operations Manager, City Landscape Architect, or their designee.
- B. The Parks and Forestry Operations 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 Operations 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 Operations 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 Operations 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 Operations Manager and/or City Landscape Architect prior to delivery. The Parks and Forestry Operations 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 Operations 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 Operations Manager and/or City Landscape Architect may be required before excavation begins.
- B. Detrimental soil conditions: The Parks and Forestry Operations 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  $\frac{3}{4}$  and 1-inch pipe at all times.
- D. Contractor shall restore, to satisfaction of the Parks and Forestry Operations 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 Operations Manager and/or City Landscape Architect may select alternate locations. Where locations cannot be changed as determined by the Parks and Forestry Operations 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 Operations 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 Operations 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 Operations 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 tilling 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 Operations 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 Operations 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 Operations 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 Operations 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 Operations 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 tilled to a depth 12 inches.
  - 2 inches of compost and 2 inches of topsoil shall be added (to the existing tilled topsoil) and tilled 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 Operations 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 Operations 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. 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 Operations 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 Contractors 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 Operations 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 Operations 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 Operations Manager and/or City Landscape Architect, the Parks and Forestry Operations 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 Operations Manager and/or City Landscape Architect and Contactor deem that practice to be in their mutual interest. The Parks and Forestry Operations 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 1 year or 2 years (**depending on Alternate**) 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 Operations 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 Operations 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 Operations 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 Operations 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 Operations Manager and/or City Landscape Architect at that time, the Parks and Forestry Operations 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.

**An UNBOUND completed original (marked "Original") and three (3) copies of your questionnaire and official bid form MUST be submitted.**

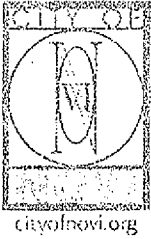
Bidders not responding to any of the specifications or questions may be classified as unresponsive. The response must follow the format outlined in this proposal. Supplemental information may be attached.

## **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 and Forestry Operations Manager and/or City Landscape Architect. Landscape bed installation will be paid at 100% upon completion and acceptance (not including plant material).
- 10 % of contract sum after the replanting of replacement material, if required.
- 10 % of contract sum after final acceptance.

**NOTE: It is the contractor's responsibility to ensure that all invoices are accurate and detailed. Failure to submit accurate and detailed invoices will result in delayed payment.**



CITY OF NOVI

2010 SPRING TREE & SHRUB PLANTING

TREE/SHRUB PLANTING QUESTIONNAIRE FORM

Firm Name: Agroscaping Inc.

Address: 6443 Grand Blanc Rd.

City: Swartz Creek State: MI Zip: 48473

Telephone Number: 810-655-6554 Fax Number: 810-655-5885

Email Address: INFO@Agroscaping.com

Firm Established: 30 yrs Years in Business: 30 yrs

Type of Organization: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other

How many full time employees? 6 How many part time employees? 14

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 "Planting trees"  
Flint Township - Planting over 450 Trees CBDA

Provide information relative to the experience and financial capability of your company to carry out the terms of this contract.

CEO: HAS Masters of Horticulture from MSU.

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.

Tom Thompson Project Mang. Michigan Certified Nurseryman

JOSEPH Kudwa Horticulturist Masters MSU-MEN, CGIP

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

NUMEROUS Rite Aide  
City of Birmingham

Please provide a list of client references (minimum of 5) 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.

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

Provide an Equipment List that will be on site and available for use by the crew performing tree planting (including skid loaders, trucks, tractors, trailers...).

2 SKID Loaders, 1 Truck, 2 Dumptrucks, 2 trailers

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

yes - do it All the Time.



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

We give the tree/shrub planting the necessary Nutrient  
Soil Composition for Maximum health. We  
Plant Health care products to give the Plants  
an advantage a long with Tarash for water  
retention in Hot Summer months.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Authorized Company Representative (please print): JOE KUDWA

Representative Signature: *Joe Kudwa*

Date 3/8/10



**CITY OF NOVI  
2010 SPRING TREE & SHRUB PLANTING**

**OFFICIAL BID FORM  
BID #1: Subdivisions**

*All trees 2.5 inch caliper (all trees must be single stemmed tree-form unless requested otherwise by the City)*

Acceptable species of Plant Material	# of Trees	Source /Phone #	Unit Price (1 Yr.)	TOTAL	ALT. A Unit Price (2 Yr.)	TOTAL ALT. A
ACER freemanii 'Autumn Blaze' (Autumn Blaze Maple)	15	County Line	160. <sup>00</sup>	2400. <sup>00</sup>	170. <sup>00</sup>	2550. <sup>00</sup>
LIRIODENDRON tulipifera (Tuliptree)	15	Whole Sale Trees	215. <sup>00</sup>	3225. <sup>00</sup>	225. <sup>00</sup>	3375. <sup>00</sup>
QUERCUS bicolor (Swamp White Oak)	20	County Line	195. <sup>00</sup>	3900. <sup>00</sup>	265. <sup>00</sup>	4100. <sup>00</sup>
SYRINGA americana (Japanese Tree Lilac)	10	Landscapes Source	185. <sup>00</sup>	1850. <sup>00</sup>	195. <sup>00</sup>	1950. <sup>00</sup>
ULMUS X 'Homestead' (Homestead Elm)	20	County Line	160. <sup>00</sup>	3200. <sup>00</sup>	170. <sup>00</sup>	3400. <sup>00</sup>
ZELKOVA serrata 'Village Green' (Zelkova)	20	Whole Sale Trees	185. <sup>00</sup>	3700. <sup>00</sup>	195. <sup>00</sup>	3900. <sup>00</sup>
<b>TOTALS</b>	<b>100</b>			<b>18,975.<sup>00</sup></b>		<b>19,775.<sup>00</sup></b>

Bid form continues on next page



cityofnovi.org

**CITY OF NOVI  
2010 SPRING TREE & SHRUB PLANTING**

**OFFICIAL BID FORM  
BID #2: Fuerst Park**

*All trees 2.5 inch caliper (all trees must be single stemmed tree-form unless requested otherwise by the City)*

Acceptable species of Plant Material	# of Trees	Source /Phone #	Unit Price (1 Yr.)	TOTAL
Acer saccharum 'Green Mountain' (Green Mountain Sugar Maple)	3	County Line	165.00	495.00
Aesculus hippocastanum 'Ruby Red' (Ruby Red Horsechestnut)	3	Land Scapes	225.00	675.00
Liquidambar straciflua (Sweetgum)	2	Land Scapes	195.00	390.00
Picea pungens (Blue Spruce) 6'-8'	8	Auburn Oaks	155.00	1240.00
Pinus nigra (Austrian Pine) 6'-8'	13	Auburn Oaks	155.00	2015.00
Pinus strobes (White Pine) 6'-8'	9	Auburn Oaks	155.00	1395.00
Quercus rubra (Red Oak) Instead of PIN OAK	4	County Line	195.00	780.00
Tilia Americana (American Basswood)	3	Land Scapes	180.00	540.00
<b>TOTALS</b>	<b>45</b>			<b>7530.00</b>

**ALTERNATE A (2 year Warranty)**

Acceptable species of Plant Material	# of Trees	Source /Phone #	Unit Price (2 Yr.)	TOTAL
Acer saccharum 'Green Mountain' (Green Mountain Sugar Maple)	3		180.00	540.00
Aesculus hippocastanum 'Ruby Red' (Ruby Red Horsechestnut)	3		240.00	720.00
Liquidambar straciflua (Sweetgum)	2		210.00	420.00
Picea pungens (Blue Spruce) 6'-8'	8		170.00	1360.00
Pinus nigra (Austrian Pine) 6'-8'	13		170.00	2210.00
Pinus strobes (White Pine) 6'-8'	9		170.00	1530.00
Quercus rubra (Red Oak) Instead of PIN OAK	4		210.00	840.00
Tilia Americana (American Basswood)	3		195.00	585.00
<b>TOTALS</b>	<b>45</b>			<b>8205.00</b>

**ALTERNATE B and ALTERNATE C (Shrubs with 1 and 2 year warranty)**

Acceptable species of Plant Material	# of Shrubs	Size	ALT B. Unit Price (1 Yr.)	TOTAL ALT B	ALT. C Unit Price (2 Yr.)	TOTAL ALT. C
Cornus alba 'Siberica Bloodgood (Siberian Dogwood)	17	24" ht	32.50	552.50	35.00	595.00
Cornus sericea 'Flaviramea' (Yellowtwig Dogwood)	20	30" ht	32.50	650.00	35.00	700.00
Forsythia suspense (Weeping forsythia)	14	30"ht	27.50	385.00	30.00	420.00
Hamamelis virginiana (Common Witchhazel)	3	2" cal	125.00	375.00	135.00	405.00
Kolkwitzia amabilis (Beauty Bush)	7	5 gal	27.50	192.50	30.00	210.00
Rosa rugosa (Fragrant sumac)	10	18" ht	27.50	275.00	30.00	300.00
Syringa vulgaris (Common Lilac)	9	6'-8' ht	65.00	585.00	70.00	630.00
Viburnum carlesii (Koran Spice Viburnum)	47	30" ht	37.50	1762.50	40.00	1880.00
Viburnum lantana 'Mohican' (Mohawk Viburnum)	22	30" ht	37.50	825.00	40.00	880.00
<b>TOTALS</b>	<b>149</b>			<b>5602.50</b>		<b>6020.00</b>

**ALTERNATE D  
(Landscape Bed installation)**

Item	Price
Landscape bed creation per 100 square feet (includes all labor and materials)	150.00



**CITY OF NOVI  
2010 SPRING TREE & SHRUB PLANTING**

**OFFICIAL BID FORM (CORRECTED)**

**BID #3: 12 Mile Median- (Subject to County Oakland County Specifications)  
TENTATIVE AWARD**

*All trees 2.5 inch caliper unless specified otherwise (Trees must be single stemmed tree-form unless requested otherwise by the City)*

Acceptable species of Plant Material	# of Trees	Source /Phone #	Unit Price (1 Yr.)	TOTAL
Acer campestre (Hedge Maple)	3		160.00	480.00
Acer saccharum 'Green Mountain' (Green Mountain Sugar Maple)	4		165.00	660.00
Aesculus hippocastanum 'Ruby Red' (Ruby Red Horsechestnut)	5		225.00	1125.00
Amelanchier x grandifolia 'Autumn Brilliance' (Autumn Brilliance Serviceberry) Multi-stem 8' -10' ht	8		175.00	1400.00
Crataegus phaenopyrum (Washington Hawthorn) 2" caliper Thornless	11		135.00	1485.00
Ginkgo Biloba 'Magyar' (Magyar Ginkgo)	9		215.00	1935.00
Malus sp. 'Indian Magic' (Indian Magic Crabapple) 2" Caliper	16		125.00	2,000.00
Malus sp. 'Red Jewel' (Red Jewel Crabapple) 2" Caliper	20		125.00	2500.00
Picea pungens (Blue Spruce) 6'-8' ht	19		155.00	2945.00
Pinus nigra (Austrian Pine) 6'-8' ht	12		155.00	1860.00
Pyrus calleryana 'Aristocrat' (Aristocrat Pear)	7		175.00	1225.00
Quercus rubra (Red Oak)	9		195.00	1755.00
ULMUS Americana 'Valley Forge' (Valley Forge American Elm)	5		160.00	800.00
<b>TOTALS</b>	<b>128</b>			<b>20,170.00</b>

PERMIT FEE 5,500.00

**ALTERNATE A (2 year Warranty)**

21,670.00

Acceptable species of Plant Material	# of Trees	Source /Phone #	Unit Price (2 Yr.)	TOTAL
Acer campestre (Hedge Maple)	3		175.00	525.00
Acer saccharum 'Green Mountain' (Green Mountain Sugar Maple)	4		180.00	720.00

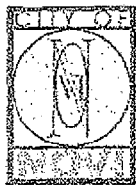
Acceptable species of Plant Material	# of Trees	Source /Phone #	Unit Price (1 Yr.)	TOTAL
Aesculus hippocastanum 'Ruby Red' (Ruby Red Horsechestnut)	5		240.00	1200.00
Amelanchier x grandifolia 'Autumn Brilliance' (Autumn Brilliance Serviceberry) Multi-stem 8' - 10' ht	8		190.00	1520.00
Crataegus phaenopyrum (Washington Hawthorn) 2" caliper Thornless	11		150.00	1650.00
Gingko Biloba 'Magyar' (Magyar Gingko)	9		230.00	2070.00
Malus sp. 'Indian Magic' (Indian Magic Crabapple) 2" Caliper	16		140.00	2240.00
Malus sp. 'Red Jewel' (Red Jewel Crabapple) 2" Caliper	20		140.00	2800.00
Picea pungens (Blue Spruce) 6'-8' ht	19		170.00	3230.00
Pinus nigra (Austrian Pine) 6'-8' ht	12		170.00	2040.00
Pyrus calleryana 'Aristocrat' (Aristocrat Pear)	7		190.00	1330.00
Quercus rubra (Red Oak)	9		210.00	1890.00
ULMUS Americana 'Valley Forge' (Valley Forge American Elm)	5		175.00	875.00
<b>TOTALS</b>	<b>128</b>			<b>22,090.00</b>

**ALTERNATE B and ALTERNATE C (Shrubs with 1 and 2 year warranty)**

Acceptable species of Plant Material	# of Shrubs	Size	ALT. B Unit Price (1 Yr.)	TOTAL ALT. B	ALT. C Unit Price (2 Yr.)	TOTAL ALT. C
Hypericum prolificum (St. Johnswort)	53	2 gal	22.50	1192.50	25.00	1325.00
Juniperus chinensis 'Sea Green' (Sea Green Juniper)	44	30" ht	32.50	1430.00	35.00	1540.00
Potentilla fruticosa 'McKay's White' (McKay's White Cinquefoil)	65	2 gal	22.50	1462.50	25.00	1625.00
Rhus aromatica (Fragrant Sumac)	68	30" ht	27.50	1870.00	30.00	2040.00
Viburnum carlesii (Korean Spic Viburnum)	47	30" ht	37.50	1762.50	40.00	1880.00
<b>TOTALS</b>				<b>7717.50</b>		<b>8410.00</b>

**ALTERNATE D (Landscape Bed Installation)**

Item	Price
Landscape bed creation per 100 square feet (includes all labor and materials)	150.00



CITY OF NOVI

2010 SPRING TREE & SHRUB PLANTING

MEMORANDUM OF UNDERSTANDING

This organization shall plant trees and accept all terms and conditions of the 2010 tree and shrub planting specifications.

Company Name Agroscaping Inc.

Representative JOSEPH Kudwa

Representative Signature *Joseph M. Kudwa*

Telephone 810 655-6654

Date 3/18/2010

**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.

NOTE:  
 GUY DECIDUOUS TREES ABOVE  
 3" CAL. STAKE DECIDUOUS TREES  
 BELOW 3" CAL.

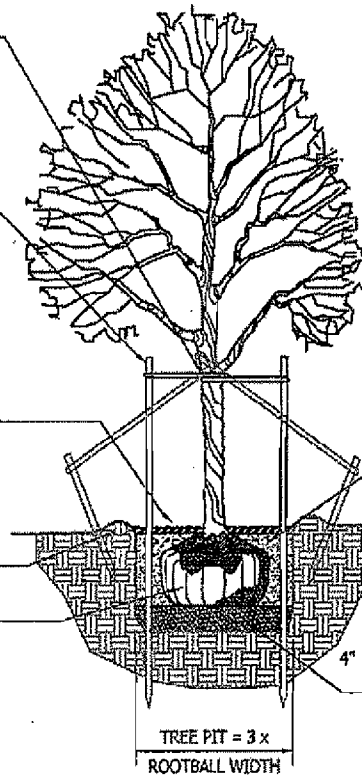
STAKE TREES AT FIRST BRANCH  
 USING 2"-3" WIDE BELT-LIKE  
 NYLON OR PLASTIC STRAPS.  
 ALLOW FOR SOME MINIMAL  
 FLEXING OF THE TREE.  
 REMOVE AFTER ONE YEAR.

2" X 2" HARDWOOD STAKES, MIN.  
 36" ABOVE GROUND FOR UPRIGHT,  
 18" IF ANGLED. DRIVE STAKES A  
 MIN. 18" INTO UNDISTURBED  
 GROUND OUTSIDE ROOTBALL.  
 REMOVE AFTER ONE YEAR.

MULCH 4" DEPTH WITH SHREDDED  
 HARDWOOD BARK. NATURAL IN  
 COLOR. LEAVE 3" CIRCLE OF BARE  
 SOIL AT BASE OF TREE TRUNK.

MOUND EARTH TO FORM SAUCER

REMOVE ALL NON-BIODEGRADABLE  
 MATERIALS COMPLETELY FROM THE  
 ROOTBALL. CUT DOWN WIRE BASKET  
 AND FOLD DOWN BURLAP FROM TOP  
 1/2 OF THE ROOTBALL.



NOTE:  
 TREE SHALL BEAR SAME RELATION  
 TO FINISH GRADE AS IT BORE  
 ORIGINALLY OR SLIGHTLY HIGHER  
 THAN FINISH GRADE UP TO 6"  
 ABOVE GRADE, IF DIRECTED BY  
 LANDSCAPE ARCHITECT FOR HEAVY  
 CLAY SOIL AREAS.

DO NOT PRUNE TERMINAL LEADER.  
 PRUNE ONLY DEAD OR BROKEN  
 BRANCHES.

REMOVE ALL TAGS, STRING,  
 PLASTICS AND OTHER MATERIALS  
 THAT ARE UNSIGHTLY OR COULD  
 CAUSE GIRDLING.

PLANTING MIXTURE:  
 AMEND SOILS PER SITE  
 CONDITIONS AND  
 REQUIREMENTS OF THE  
 PLANT MATERIAL.

SCARIFY SUBGRADE  
 AND PLANTING PIT  
 SIDES. RECOMPACT  
 BASE OF TO 4" DEPTH.

## DECIDUOUS TREE PLANTING DETAIL



NOTE:  
GUY EVERGREEN TREES ABOVE 12'  
HEIGHT, STAKE EVERGREEN TREE  
BELOW 12' HEIGHT.

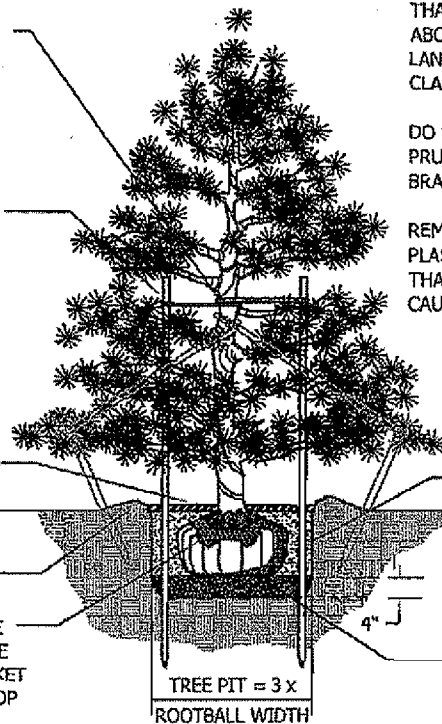
STAKE TREES AT FIRST BRANCH  
USING 2"-3" WIDE BELT-LIKE  
NYLON OR PLASTIC STRAPS.  
ALLOW FOR SOME MINIMAL  
FLEXING OF THE TREE.  
REMOVE AFTER ONE YEAR.

2" X 2" HARDWOOD STAKES, MIN.  
36" ABOVE GROUND FOR UPRIGHT,  
18" IF ANGLED. DRIVE STAKES A  
MIN. 18" INTO UNDISTURBED  
GROUND OUTSIDE ROOTBALL.  
REMOVE AFTER ONE YEAR.

MULCH 4" DEPTH WITH SHREDDED  
HARDWOOD BARK, NATURAL IN  
COLOR. LEAVE 3" CIRCLE OF BARE  
SOIL AT BASE OF TREE TRUNK.

MOUND EARTH TO FORM SAUCER

REMOVE ALL NON-BIODEGRADABLE  
MATERIALS COMPLETELY FROM THE  
ROOTBALL. CUT DOWN WIRE BASKET  
AND FOLD DOWN BURLAP FROM TOP  
1/2 OF THE ROOTBALL.



NOTE:  
TREE SHALL BEAR SAME RELATION  
TO FINISH GRADE AS IT BORE  
ORIGINALLY OR SLIGHTLY HIGHER  
THAN FINISH GRADE UP TO 6"  
ABOVE GRADE, IF DIRECTED BY  
LANDSCAPE ARCHITECT FOR HEAVY  
CLAY SOIL AREAS.

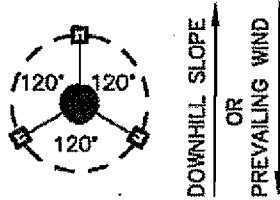
DO NOT PRUNE TERMINAL LEADER.  
PRUNE ONLY DEAD OR BROKEN  
BRANCHES.

REMOVE ALL TAGS, STRING,  
PLASTICS AND OTHER MATERIALS  
THAT ARE UNSIGHTLY OR COULD  
CAUSE GIRDLING.

PLANTING MIXTURE:  
AMEND SOILS PER SITE  
CONDITIONS AND  
REQUIREMENTS OF THE  
PLANT MATERIAL.

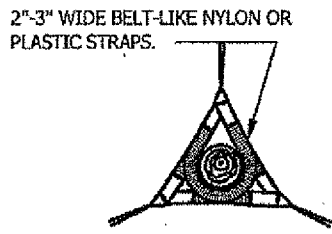
SCARIFY SUBGRADE  
AND PLANTING PIT  
SIDES. RECOMPACT  
BASE OF TO 4" DEPTH.

## EVERGREEN TREE PLANTING DETAIL

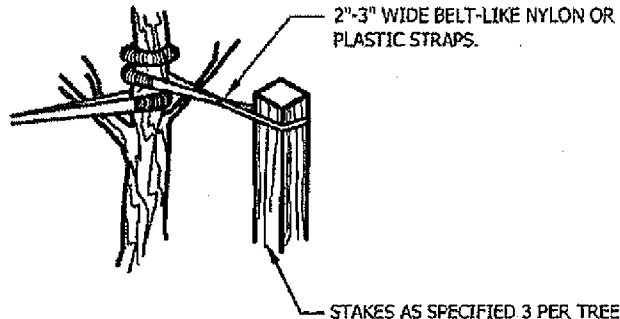


STAKING/GUYING LOCATION

NOTE:  
 ORIENT STAKING/GUYING TO PREVAILING WINDS, EXCEPT ON SLOPES GREATER THAN 3:1 ORIENT TO SLOPE.  
 USE SAME STAKING/GUYING ORIENTATTON FOR ALL PLANTS WITHIN EACH GROUPING OR AREA



GUYING DETAIL



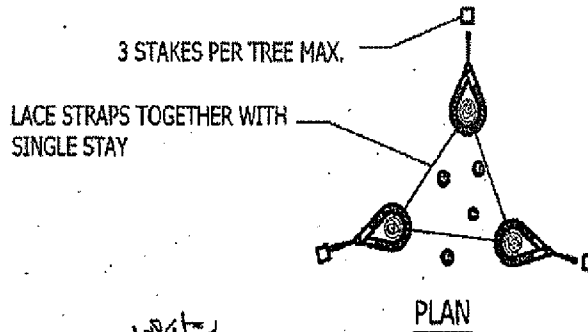
STAKING DETAIL

TREE STAKING DETAIL

Not to scale

**NOTES:**

PRUNE AS SPECIFIED  
STAKE 3 LARGEST STEMS, IF TREE  
HAS MORE THAN 3 LEADERS  
SET TREE STAKES VERTICAL AND  
AT SAME HEIGHT.



OUND TO FORM SAUCER

4" OF MULCH

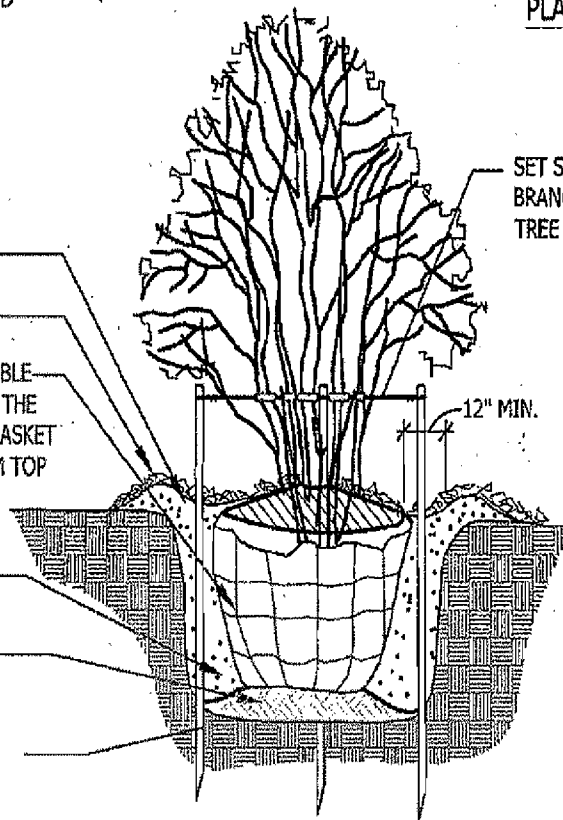
REMOVE ALL NON-BIODEGRADABLE  
MATERIALS COMPLETELY FROM THE  
ROOTBALL. CUT DOWN WIRE BASKET  
AND FOLD DOWN BURLAP FROM TOP  
 $\frac{1}{3}$  OF THE ROOTBALL.

PLANT MIXTURE AS SPECIFIED

SCARIFY TO 4" DEPTH AND  
RECOMPACT

STAKES TO EXTEND 12" BELOW  
TREE PIT IN UNDISTURBED  
GROUND

SET STAYS ABOVE FIRST  
BRANCHES, APPROX. HALFWAY UP  
TREE (SEE DETAIL)



## MULTI-STEM TREE PLANTING DETAIL

Not to scale

NOTE:  
 TREE SHALL BEAR SAME RELATION  
 TO FINISH GRADE AS IT BORE  
 ORIGINALLY OR SLIGHTLY HIGHER  
 THAN FINISH GRADE UP TO 4"  
 ABOVE GRADE, IF DIRECTED BY  
 LANDSCAPE ARCHITECT FOR HEAVY  
 CLAY SOIL AREAS.

PRUNE ONLY DEAD OR BROKEN  
 BRANCHES.

REMOVE ALL TAGS, STRING,  
 PLASTICS AND OTHER MATERIALS  
 THAT ARE UNSIGHTLY OR COULD  
 CAUSE GIRDLING.

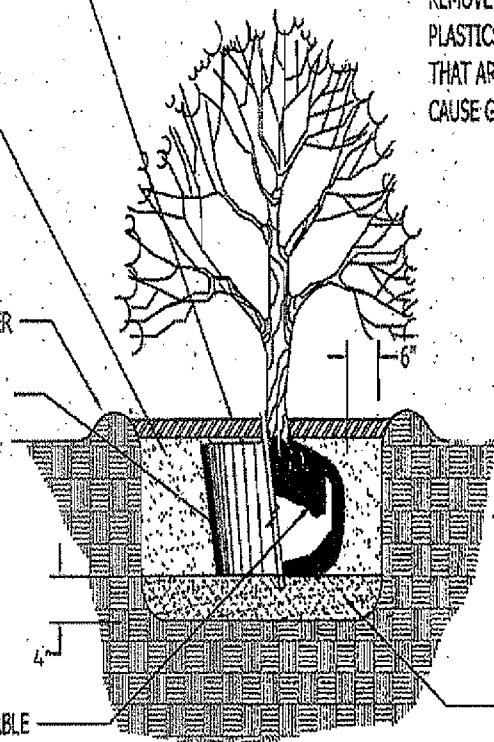
MULCH 3" DEPTH WITH SHREDDED  
 HARDWOOD BARK, NATURAL IN  
 COLOR.

PLANTING MIXTURE:  
 AMEND SOILS PER SITE  
 CONDITIONS AND  
 REQUIREMENTS OF THE  
 PLANT MATERIAL.

MOUND EARTH TO FORM SAUCER

REMOVE COLLAR OF ALL FIBER  
 POTS. POTS SHALL BE CUT TO  
 PROVIDE FOR ROOT GROWTH.  
 REMOVE ALL NONORGANIC  
 CONTAINERS COMPLETELY.

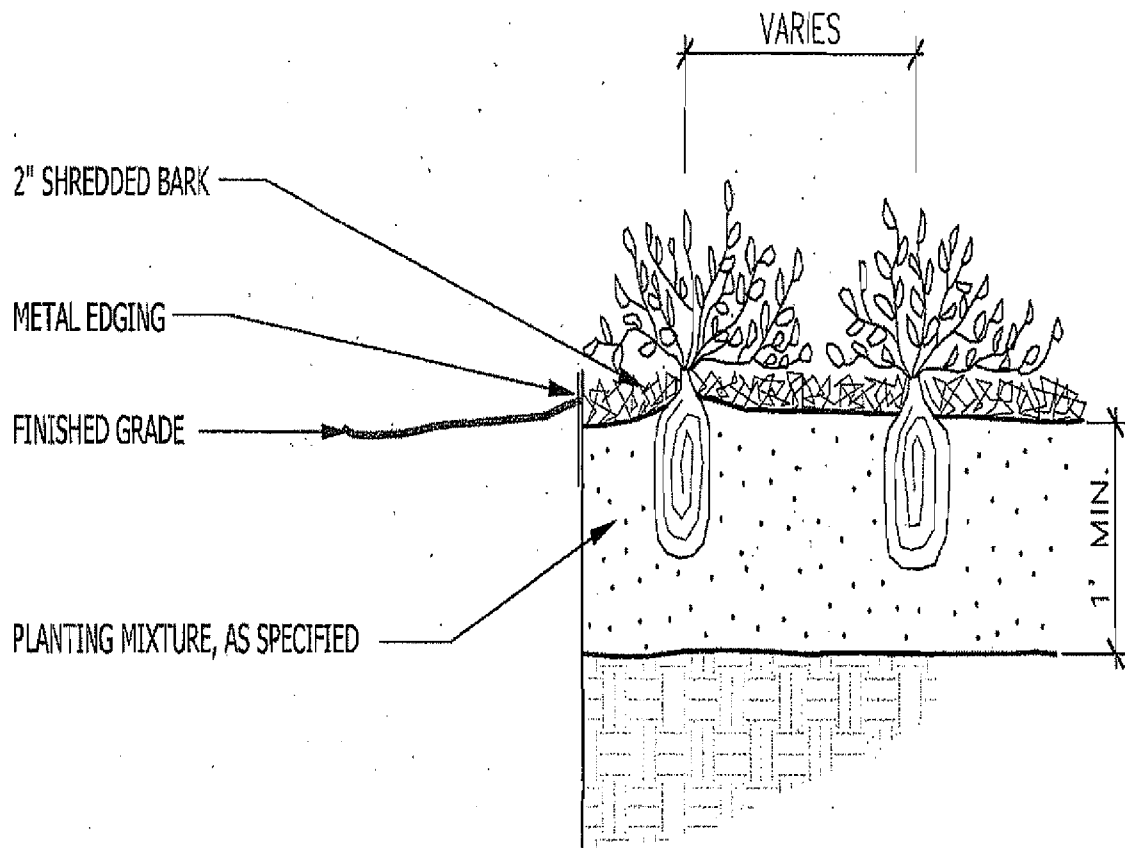
REMOVE ALL NON-BIODEGRADABLE  
 MATERIALS COMPLETELY FROM THE  
 ROOTBALL. FOLD DOWN BURLAP  
 FROM TOP  $\frac{1}{3}$  OF THE ROOTBALL.



SCARIFY SUBGRADE  
 AND PLANTING PIT  
 SIDES. RECOMPACT  
 BASE OF TO 4" DEPTH.

## SHRUB PLANTING DETAIL

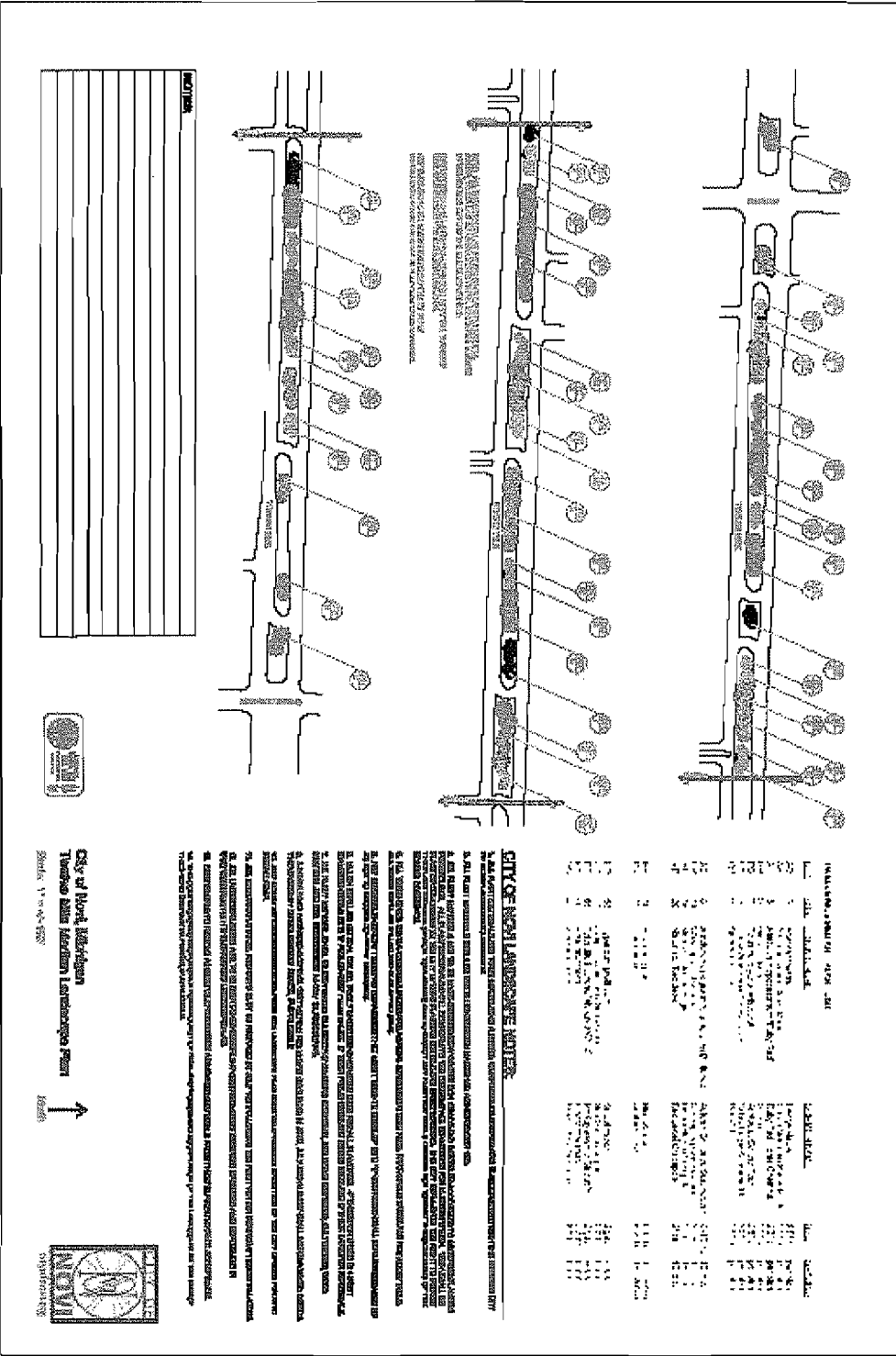
NOT TO SCALE



## PERENNIAL PLANTING DETAIL

Not to scale

# 12 Mile Median Tree and Shrub Planting



**NOTES**

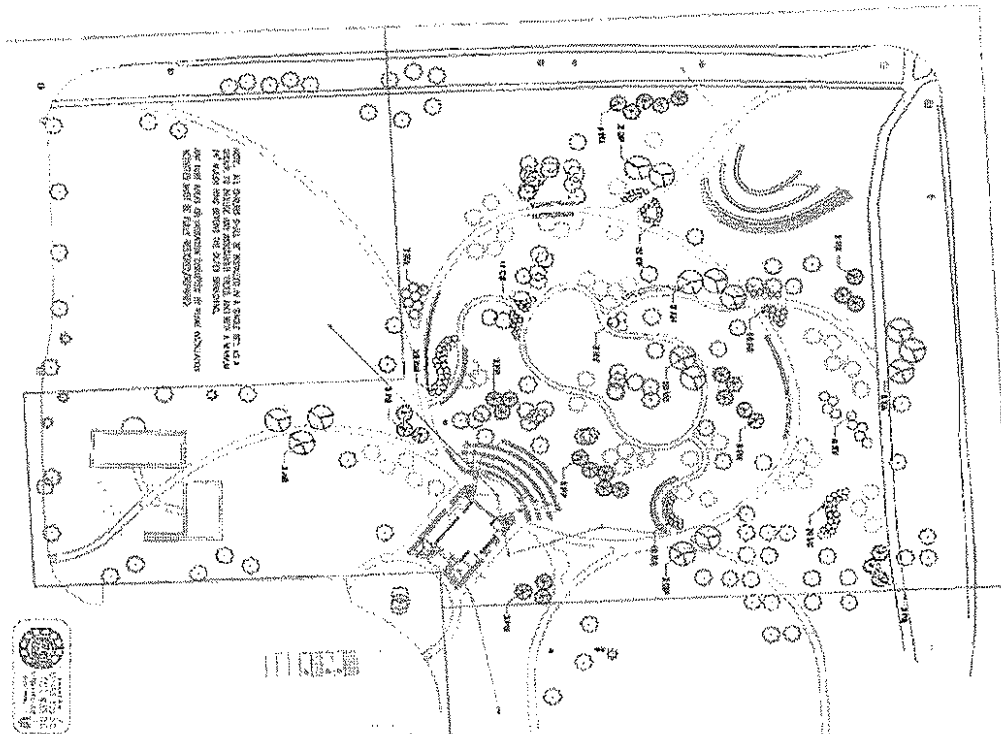
1. ALL PLANTINGS SHALL BE AS SHOWN ON THESE PLANS UNLESS OTHERWISE NOTED.
2. ALL PLANTINGS SHALL BE PLANTED AT THE TIME OF CONSTRUCTION AND SHALL BE MAINTAINED THROUGHOUT THE TERM OF THE CONTRACT.
3. ALL PLANTINGS SHALL BE PLANTED AT THE TIME OF CONSTRUCTION AND SHALL BE MAINTAINED THROUGHOUT THE TERM OF THE CONTRACT.
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City of Norfolk  
 Tidewater Area American Landscape Firm  
 Norfolk, VA 23502



# Fuerst Park Landscape



City of Novi, Michigan  
 Fuerst Park Landscape Plan  
 Scale: 1" = +/- 40'



FUERST PARK SPRING 2010 - PLANT LIST

KEY	CITY	SCIENTIFIC NAME	COMMON NAME	SIZE	SPACING
GP	4	Quercus robur	Pine Oak	24" x	6' x 6'
AS	3	Aster acedabum Great We-corn	Queen Anemone	2.5' x	6' x 6'
AR	3	Asteraceae: Agrostis sp.	Red Top	2.5' x	6' x 6'
LA	3	Ligularia sibirica	Snakehead	2.5' x	6' x 6'
LA	3	Ligularia sibirica	Snakehead	2.5' x	6' x 6'
AV	3	Hemerocallis wrightii	Common Daylily	2' x 1'	15' x 15'
VA	7	Koeleria cristata	Brilliant Blue	5' x 1'	12' x 12'
SV	9	Spiraea virginica	Common Ninebark	6-8' H	12' x 12'
PP	8	Picea canadensis	Blue Spruce	6-8' H	15-20' x 6'
PK	10	Pinus strobus	American Pine	6-8' H	15-20' x 6'
PK	9	Pinus strobus	White Pine	6-8' H	15-20' x 6'
BU	12	Thuja occidentalis	Eastern White Pine	30' H	5' x 5'
CF	23	Conium maculatum	Henbane	24" H	4' x 4'
CS	17	Conium maculatum	Henbane	24" H	4' x 4'
RS	10	Rosa rugosa	Wild Rose	30" H	6' x 6'
RS	10	Rosa rugosa	Wild Rose	30" H	6' x 6'
VC	47	Verbena officinalis	Common Verbena	30" H	4' x 4'

### CITY OF NOVI LANDSCAPE NOTES:

- ALL PLANT MATERIALS ARE TO BE PROVIDED IN A SUFFICIENT QUANTITY AND IN AN APPROPRIATE AND BE CONSIDERED AS THE STANDARD FOR THE PROJECT.
- ALL PLANT MATERIALS SHALL BE INSTALLED WITHIN THREE MONTHS OF THE PROJECT START DATE.
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## CITY OF NOVI INSURANCE REQUIREMENTS

### ATTACHMENT A

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
  - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
  - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
  - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.

2. **All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City.**

The language in the Cancellation section should read as follows:

"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left

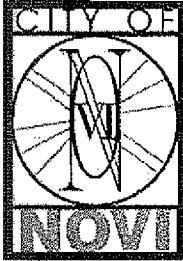
3. **It is required that all policies shall name the City of Novi, its officers, agents and employees, board members, agents and employees as additional insured.** Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 West Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.



6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

**ADDITIONAL REQUIREMENTS**  
**Indemnity/Hold Harmless**

1. The Contractor agrees to save harmless and defend the City against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City may suffer as a result of claims, demands, costs, or judgments against it arising from, out of or in consequence of the performance of this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, its officers, agents or employees.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of race, color, sex, age, or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.



cityofnovi.org

**CITY OF NOVI**  
**2010 TREE & SHRUB PLANTING**  
**ADDENDUM #1**

**INTENT:** This addendum has been issued to modify and/or interpret the original specifications for the bid 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 in the Bid Proposal Form.

**CONTENTS:** Included in this Addendum are six (6) pages of written addenda description plus 4 pages of pre-bid meeting sign-in sheets.

**CLARIFICATION:**

1. **PERFORMANCE BOND** - The successful bidder will be required to enter into a contract with the City of Novi. A performance bond equal to one hundred percent (100%) of the contract sum shall be required. The bond will be provided to the city within 15 days of the award. Sample of bond with required language is attached. Contractors should check with their bonding company to make sure they can provide the required language.
2. Corrected proposal form for Bid #3 included.

Sue Morianti  
Purchasing Manager

Notice dated: March 15, 2010

**REQUIRED BOND LANGUAGE**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_  
as Principal, hereinafter called the CONTRACTOR, and \_\_\_\_\_  
\_\_\_\_\_

as Surety, hereinafter called Surety, and held and firmly bound unto

CITY OF NOVI, MICHIGAN

as Obligee, hereinafter called the OWNER, in the amount of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

for the payment of which the CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has been awarded a Contract by the OWNER for the  
*2010 Spring Tree & Shrub Planting*

in accordance with Plans and Specifications prepared by *the City of Novi*, which award was conditioned on the CONTRACTOR providing this Performance Bond and which Contract upon being fully executed by the OWNER and the CONTRACTOR shall by reference automatically be made a part hereof, and is hereinafter referred to as "the Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the CONTRACTOR shall promptly and faithfully perform said Contract, in accordance with the terms and conditions of the Contract, then the CONTRACTOR and SURETY shall have no further obligation under this bond; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1. The SURETY hereby waives notice of any alteration or extension of time under the Contract made by the OWNER.

2. SURETY'S obligation under this Performance Bond shall arise after the OWNER has declared a Contractor Default as defined below, formally terminated the Contract or the CONTRACTOR'S right to complete the Contract, and notified the SURETY of the OWNER'S claim under this Performance Bond.

3. When the OWNER has satisfied the conditions of Paragraph 2 above, the SURETY shall, at the SURETY'S sole cost and expense, undertake one or more of the following actions:

a. Arrange for the CONTRACTOR to perform and complete the Contract; provided, however, that the SURETY may not proceed with this option, except upon the express written consent of the OWNER, which consent may be withheld by the OWNER for any reason; or

b. Perform and complete the Contract itself, through qualified contractors who are acceptable to the OWNER, through a contract between the SURETY and qualified contractors, performance and completion of which shall be undertaken in strict accordance with the terms and conditions of the Contract, including (but not limited to) time for completion; or

c. Tender payment to the OWNER in the amount of all losses incurred by the OWNER as a result of the Contractor Default, as determined by the OWNER, for which the SURETY is liable to the OWNER, including all costs of completion of the Contract and all consequential losses, costs, and expenses incurred by the OWNER as a result of the Contractor Default, and including all unpaid fees or payments owed to the OWNER by the CONTRACTOR under the Contract, except that

## REQUIRED BOND LANGUAGE

SURETY'S payment under this option shall in no event exceed the limit of the Bond Amount. The SURETY may not proceed with this option, in lieu of the options set forth in paragraphs (a) or (b) above, except upon the express written consent of the OWNER, which consent may be withheld by the OWNER for any reason.

4. The SURETY shall proceed under Paragraph 3, above, within fourteen (14) business days after notice from the OWNER to the SURETY of the Contractor Default, of the formal termination of the Contract or the CONTRACTOR'S right to complete the Contract, and of the OWNER'S intention to have SURETY complete the Contract, except that SURETY shall proceed within twenty-four (24) hours after notice where the notice states that immediate action by SURETY is necessary to safeguard life or property.

5. If SURETY fails to proceed in accordance with Paragraphs 3 and 4, above, then SURETY shall be deemed to be in default on this Performance Bond three (3) business days after receipt of written notice from OWNER to SURETY demanding that SURETY perform its obligations under this Performance Bond. Thereafter, if notice to SURETY is without effect, OWNER shall be entitled to enforce any legal or equitable remedies available to OWNER, including completion of the Contract by contractors of its own choosing or OWNER'S employees or agents, and CONTRACTOR and SURETY shall, jointly and severally, be liable for all costs of such completion and all consequential losses, costs, and expenses so incurred (including all unpaid fees and expenses owed to the OWNER by the CONTRACTOR as a result of the CONTRACTOR'S default).

6. After OWNER has terminated the Contract or the CONTRACTOR'S right to complete the Contract, and if SURETY is proceeding under subparagraphs 3(a) or 3(b) above, then the responsibilities of SURETY to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the SURETY shall not be greater than those of the OWNER under the Contract. SURETY shall be obligated to the limit of Bond Amount as set forth on the front page; subject, however, to a commitment by the OWNER for payment to the SURETY of the Balance of the Contract Price in mitigation of costs and damages on the Contract. SURETY shall be obligated, without duplication, for:

a. The responsibilities of CONTRACTOR for correction of defective or unsuitable work and performance and completion of the Contract.

b. Additional legal, design professional, and delay costs incurred by the OWNER as a result of the Contractor's Default, and as a result of SURETY'S actions or failures to act under Paragraph 5, above;

c. Liquidated damages as specified in the Contract, or, if no liquidated damages are specified in the Contract, actual damages and consequential damages incurred by the OWNER as a result of delayed performance or nonperformance of Contract by the CONTRACTOR or the SURETY; and

d. Payment of all unpaid and due and owing fees or payments owed to the OWNER under the Contract at the time of the Contractor Default.

7. To the extent of payment to the SURETY of the Balance of the Contract Price, SURETY shall defend, indemnify, and hold harmless OWNER from all claims, suits, causes of actions, and demands (including all costs of litigation and a reasonable attorney's fee), which are brought against the OWNER by the CONTRACTOR or by any other party and which arise from or by reason of payment to the SURETY the Balance of the Contract Price.

8. All notices to SURETY or CONTRACTOR shall be mailed or delivered to the respective addresses shown on the signature page. In the event of a change in address of SURETY or CONTRACTOR, such party shall promptly provide notice to the OWNER and the other party, with

**REQUIRED BOND LANGUAGE**

such notice to include the Contract number and this Performance Bond number.

9. Any provision of this Performance Bond that conflicts with the statutory or legal requirements of Michigan Public Act 213 of 1963 shall be deemed deleted here from and the provisions of such statutory or other legal requirements shall be deemed incorporated herein.

10. The law controlling the interpretation or enforcement of this Performance Bond shall be Michigan law.

11. Definitions

a. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including change orders and credits due the OWNER, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract and reduced further by all direct costs and expenses incurred by the OWNER as a result of the Contractor Default, including costs of additional supervision or inspection by OWNER of the CONTRACTOR'S work under the Contract and fees and expenses paid to consultants or others hired by the OWNER for purposes of monitoring or investigating the CONTRACTOR'S work under the Contract.

b. Contract: The agreement between the OWNER and the CONTRACTOR identified on the front page.

c. Contractor Default: "Contractor Default" shall mean the failure or refusal of the CONTRACTOR, after written notice from the OWNER, to cure or remedy, or commence to sure or remedy, a violation of the contract within the time for such cure or remedy under the Contract. "Contractor Default" shall also mean the occurrence of an "event of default" or a "termination for cause" as those or similar terms are defined or provided for in the Contract's terms, conditions, and provisions.

Signed and Sealed This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

In the Presence of: *(fill-in name of contractor)*

WITNESS

\_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_

\_\_\_\_\_  
Title

WITNESS

\_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
Bond No.

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code



**CITY OF NOVI  
2010 SPRING TREE & SHRUB PLANTING**

**OFFICIAL BID FORM (CORRECTED)**

**BID #3: 12 Mile Median- (Subject to County Oakland County Specifications)  
TENTATIVE AWARD**

*All trees 2.5 inch caliper unless specified otherwise (Trees must be single stemmed tree-form unless requested otherwise by the City)*

Acceptable species of Plant Material	# of Trees	Source /Phone #	Unit Price (1 Yr.)	TOTAL
Acer campestre (Hedge Maple)	3			
Acer saccharum 'Green Mountain' (Green Mountain Sugar Maple)	4			
Aesculus hippocastanum 'Ruby Red' (Ruby Red Horsechestnut)	5			
Amelanchier x grandifolia ' Autumn Brilliance' (Autumn Brilliance Serviceberry) Multi-stem 8' -10' ht	8			
Crataegus phaenopyrum (Washington Hawthorn) 2" caliper Thornless	11			
Gingko Biloba 'Magyar' (Magyar Gingko)	9			
Malus sp. 'Indian Magic' (Indian Magic Crabapple) 2" Caliper	16			
Malus sp. 'Red Jewel' (Red Jewel Crabapple) 2" Caliper	20			
Picea pungens (Blue Spruce) 6'-8' ht	19			
Pinus nigra (Austrian Pine) 6'-8' ht	12			
Pyrus calleryana 'Aristocrat' (Aristocrat Pear)	7			
Quercus rubra (Red Oak)	9			
ULMUS Americana 'Valley Forge' (Valley Forge American Elm)	5			
<b>TOTALS</b>	<b>128</b>			

**ALTERNATE A (2 year Warranty)**

Acceptable species of Plant Material	# of Trees	Source /Phone #	Unit Price (2 Yr.)	TOTAL
Acer campestre (Hedge Maple)	3			
Acer saccharum 'Green Mountain' (Green Mountain Sugar Maple)	4			

**REQUIRED BOND LANGUAGE**

Acceptable species of Plant Material	# of Trees	Source /Phone #	Unit Price (2 Yr.)	TOTAL
Aesculus hippocastanum 'Ruby Red' (Ruby Red Horsechestnut)	5			
Amelanchier x grandifolia ' Autumn Brilliance' (Autumn Brilliance Serviceberry) Multi-stem 8' -10' ht	8			
Crataegus phaenopyrum (Washington Hawthorn) 2" caliper Thornless	11			
Gingko Biloba 'Magyar' (Magyar Gingko)	9			
Malus sp. 'Indian Magic' (Indian Magic Crabapple) 2" Caliper	16			
Malus sp. 'Red Jewel' (Red Jewel Crabapple) 2" Caliper	20			
Picea pungens (Blue Spruce) 6'-8' ht	19			
Pinus nigra (Austrian Pine) 6'-8' ht	12			
Pyrus calleryana 'Aristocrat' (Aristocrat Pear)	7			
Quercus rubra (Red Oak)	9			
ULMUS □mericana 'Valley Forge' (Valley Forge American Elm)	5			
<b>TOTALS</b>	<b>128</b>			

**ALTERNATE B and ALTERNATE C (Shrubs with 1 and 2 year warranty)**

Acceptable species of Plant Material	# of Shrubs	Size	ALT. B Unit Price (1 Yr.)	TOTAL ALT. B	ALT. C Unit Price (2 Yr.)	TOTAL ALT. C
Hypericum prolificum (St. Johnswort)	53	2 gal				
Juniperus chinensis 'Sea Green' (Sea Green Juniper)	44	30" ht				
Potentilla fruticosa 'McKay's White' (McKay's White Cinquefoil)	65	2 gal				
Rhus aromatica (Fragrant Sumac)	68	30" ht				
Viburnum carlesii (Korean Spic Viburnum)	47	30" ht				
<b>TOTALS</b>						

**ALTERNATE D (Landscape Bed Installation)**

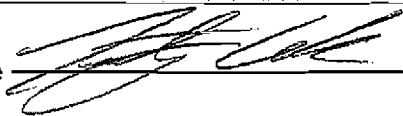
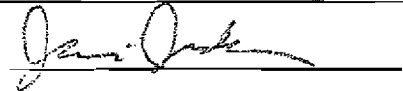
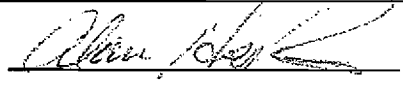
Item	Price
Landscape bed creation per 100 square feet (includes all labor and materials)	

# SIGN IN SHEET

CITY OF NOVI

MANDATORY PRE-BID MEETING for 2010 TREE AND SHRUB PLANTING

Wednesday, March 10, 2009 10:00 a.m.

Company Name	Address	Representative Name	Telephone & Fax
<del>TE</del> EVERGREEN EXTERIORS	21409 CARLO DRIVE CLINTON TWP. 48036	Signature  Print Name <u>TIM LAWLER</u>	Phone # 586 855 9841 Fax # 586 855 9841 Email <u>TIM@EVERGREENEXTERIORS.NET</u>
JORDAN LANDSCAPING	21870 SUSSEX OAK PARK MI 48237	Signature  Print Name _____	Phone # 248-773-2622 Fax # 313-343-9230 Email <u>WWW.JORDANLANDSCAPING.COM</u>
ERIE DAVIS LANDSCAPING	471 RENAUD RD. EAGLE POINTE, MI. 48236	Signature  Print Name <u>ALAN HOSKINS</u>	Phone # (313) 790-1330 Fax # _____ Email _____
Handyman Landscaping	40575 Grand Run Now, MI 48375	Signature <u>Chris Cagle</u> Print Name <u>CHRIS CAGLE</u>	Phone # 248 670 2574 Fax # 248 471 5393 Email _____

YOU MUST SIGN IN IF YOU INTEND TO SUBMIT A PROPOSAL!

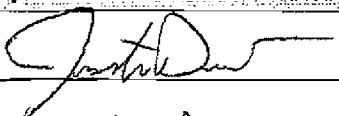
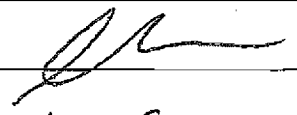
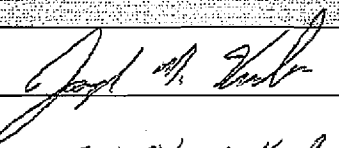


# SIGN IN SHEET

CITY OF NOVI

MANDATORY PRE-BID MEETING for 2010 TREE AND SHRUB PLANTING

Wednesday, March 10, 2009 10:00 a.m.

Company Name	Address	Representative Name	Telephone & Fax
Weyand Bros Inc	10888 Swan Creek Rd Saginaw, MI 48609	Signature  Print Name <u>Justin Davenport</u>	Phone # 989-781-5988 Fax # 989-781-5959 Email <u>Justin@weyandbros.com</u>
CRIMBOLI Nursery	50145 Ford Rd CANTON, MI 48187	Signature  Print Name <u>ADAM SUSK</u>	Phone # 734-495-1700 Fax # 734-495-1131 Email <u>CRIMBOLINURSERY@MAIL.COM</u>
Agrotopia, Inc	6443 Grand Blaine Rd SWARTZ CREEK, MI 48173	Signature  Print Name <u>JOSEPH M. KUDWA</u>	Phone # 810 655-6654 Fax # 810 655-5885 Email <u>JOE@AGROTOPIA.COM</u>
		Signature _____ Print Name _____	Phone # _____ Fax # _____ Email _____

YOU MUST SIGN IN IF YOU INTEND TO SUBMIT A PROPOSAL!


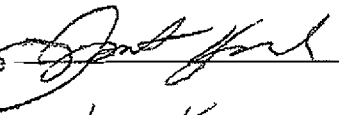
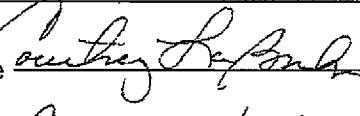
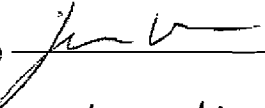
Page 2 of 4

# SIGN IN SHEET

CITY OF NOVI

MANDATORY PRE-BID MEETING for 2010 TREE AND SHRUB PLANTING

Wednesday, March 10, 2009 10:00 a.m.

Company Name	Address	Representative Name	Telephone & Fax
Ope's Landscaping	PO Box 5473 Saginaw MI 48603	Signature  Print Name <u>Deanna Antczak</u>	Phone # 989-529-2029 Fax # 989-401-3364 Email <u>deanna.antczak@yahoo.com</u>
ENVISION LANDSCAPING INC.	12450 UNIVERSAL DR Taylor, MI 48180	Signature  Print Name <u>Jim Kovach</u>	Phone # (248) 770-8955 Fax # (734) 403-2001 Email <u>J.KOVACH@ENVISIONEC.COM</u>
MARINE CITY NURSERY	5304 MARINE CITY HWY CHINA MI 48054	Signature  Print Name <u>COURTNEY LAPOINTE</u>	Phone # (810) 765-5533 Fax # (810) 765-8806 Email <u>ndietlin@marinecitynursery.com</u>
A+	PO Box 2601 Belleville MI	Signature  Print Name <u>James Morrow</u>	Phone # 734 320 5296 Fax # Email <u>JDMorrow@BigYellowA.com</u>


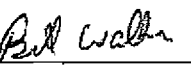

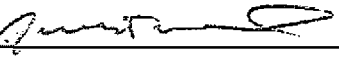
YOU MUST SIGN IN IF YOU INTEND TO SUBMIT A PROPOSAL!

# SIGN IN SHEET

CITY OF NOVI

MANDATORY PRE-BID MEETING for 2010 TREE AND SHRUB PLANTING

Wednesday, March 10, 2009 10:00 a.m.

Company Name	Address	Representative Name	Telephone & Fax
A.B.L	19448 STAMFORD	Signature  Print Name KRIS BEERS	Phone # 248 471 2071 Fax # 248 471 6795 Email BEERS723@AOL.COM
WALKER LANDSCAP	6656 Beverly PARK	Signature  Print Name Bill Walker	Phone # 734-595-0400 Fax # 734 595 9991 Email WALKERLANDSCAPE@AOL.COM
Quality Landscap For		Signature  Print Name TEFF DINEEN	Phone # 248-505-3727 Fax # 248 726-7587 Email QualityFor@comcast.net
GREAT LAKES LANDSCAPE SUPPLY		Signature  Print Name JASON TOWNSEND	Phone # 248 343 0919 Fax # Email GREAT LAKES LANDSCAPE @ COMCAST.NET

YOU MUST SIGN IN IF YOU INTEND TO SUBMIT A PROPOSAL!

Page 4 of 4



cityofnovi.org

**CITY OF NOVI**  
**2010 TREE & SHRUB PLANTING**  
**ADDENDUM #2**

**INTENT:** This addendum has been issued to modify and/or interpret the original specifications for the bid 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 in the Bid Proposal Form.

**CONTENTS:** Included in this Addendum are five (5) pages of written addenda description.

**CLARIFICATION:**

1. The permit for Bid #3 has been approved by RCOC. Please see documents included in this addendum for Contractor obligations to be considered when submitting a bid.

Sue Morianti  
Purchasing Manager

Notice dated: March 15, 2010



March 4, 2010

NOVI, CITY OF  
26300 DELWAL  
NOVI, MI 48375

RE: Application Number 3000088

Dear Mr. Printz:

Your application for a permit has been approved. Prior to issuing a permit, the attached requirements must be met by you or your contractor. If the proposed work will be conducted by a contractor you hire, please provide them with the attached requirement sheet and bond form. The permit will be issued in the contractor's name.

The items required prior to permit issuance must be delivered **IN PERSON** by someone authorized to sign the permit on you or your contractor's behalf. Failure to satisfy these requests will delay permit issuance.

Thank you for your cooperation regarding this matter. If you have any questions, please feel free to contact the Permits and Environmental Concerns Department at (248) 858-4835.

Sincerely,

Leroy B. Liston, III, P.E.  
Permit Engineer

Enclosures

*Board of Road Commissioners*

*Gregory C. Jamian*  
*Commissioner*

*Richard G. Skarritt*  
*Commissioner*

*Eric S. Wilson*  
*Commissioner*

*Brent O. Bair*  
*Managing Director*

*Dennis G. Kolar, P.E.*  
*Deputy Managing Director*  
*County Highway Engineer*

Permits and  
Environmental  
Concerns Dept.

2420 Pontiac Lk.Rd.  
Waterford, MI  
48328

248-858-4835

FAX  
248-858-4773

TDD  
248-858-8005

www.rcocweb.org



**Board of Road Commissioners**

*Gregory C. Jamlan*  
Commissioner

*Richard G. Skarritt*  
Commissioner

*Eric S. Wilson*  
Commissioner

*Brent O. Bair*  
Managing Director

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248-858-8005

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**PLEASE READ AND FOLLOW CAREFULLY**

THE ENCLOSED ROAD COMMISSION FOR OAKLAND COUNTY PERMIT APPLICATION NUMBER 3000088 HAS BEEN APPROVED.

PERMIT ISSUANCE IS CONTINGENT UPON THE FOLLOWING REQUIREMENTS BEING MET AND DELIVERED IN PERSON TO THE PERMITS AND ENVIRONMENTAL CONCERNS DEPARTMENT, AS THE PERMIT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE.

**\*\*CHECK REMITTER, PRINCIPAL ON BOND, AND INSURED MUST ALL BE IN THE SAME NAME!\*\*\***

**REQUIREMENTS**

**1. CONSTRUCTION BOND:**

**AMOUNT OF \$5,000.00**

EITHER by your insurance or bonding company on enclosed **FORM 75** (must have an embossed or sticker seal and power of attorney attached); OR a cash bond using a cashier's check, certified check, money order or cash

**2. FEES:**

A. PERMIT FEE	\$100.00
B. DEPOSIT	\$400.00
C. ESTIMATED INSPECTION FEE	\$1,000.00
D. PAINT FEE	\$0.00
E. SIGN FEE	\$0.00
F. SIGNAL FEE	\$0.00
<b>TOTAL FEES DUE AT PERMIT ISSUANCE</b>	<b>\$1,500.00</b>

**3. METHOD OF PAYMENT:**

**\*IF TOTAL FEES DUE EXCEED \$500.00, PERSONAL, CORPORATE OR MULTIPLE CHECKS WILL NOT BE ACCEPTED.**

**PAYMENT MUST BE BY:**

- CASH
- MONEY ORDER- BANK MUST SUPPLY COMPANY NAME AS REMITTER
- CASHIERS CHECK - BANK MUST SUPPLY COMPANY NAME AS REMITTER
- CERTIFIED CHECK - BANK MUST SUPPLY COMPANY NAME AS REMITTER

**CHECKS ARE MADE PAYABLE TO: Road Commission for Oakland County**

**4. CERTIFICATE OF INSURANCE:**

A current, valid certificate of insurance on an **ACORD** form is required. The certificate must name "The Road Commission for Oakland County" as certificate holder. The insurance must include the following coverage:

**General Liability Coverage**

BODILY INJURY LIABILITY	\$250,000.	per person
	\$500,000.	per occurrence
PROPERTY DAMAGE	\$100,000.	per occurrence
SINGLE LIMIT POLICY	\$500,000.	
POLLUTION LIABILITY	\$1,000,000.	(Only if required on application)

**ROAD COMMISSION FOR OAKLAND COUNTY**  
**2420 PONTIAC LAKE ROAD-WATERFORD, MI 48328**  
**PERMITS & ENVIRONMENTAL CONCERNS DEPARTMENT**  
**(248) 858-4835**

<b>DO NOT WRITE IN THIS BOX</b>
<b>APPLICATION #</b>
<b>PERMIT #</b>
<b>TOWNSHIP</b>

**CONSTRUCTION BOND**

**SURETY BOND #** \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_, as Principal, and \_\_\_\_\_ of \_\_\_\_\_,

duly authorized to transact business in the State of Michigan, as surety, are held and firmly bound unto the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF OAKLAND, STATE OF MICHIGAN, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS, lawful money of the United States of America, to be paid to the said BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF OAKLAND, or to its attorney, successor or assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns and each and every one of them firmly be these presents.

SEALED with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

WHEREAS, The above bounden \_\_\_\_\_ has made application to the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF OAKLAND for a permit for construction within the right-of-way as stated in the application for said permit.

NOW, THEREFORE, The condition of this obligation is such that in case said permit is granted, if the said \_\_\_\_\_, the above bounden, shall construct and maintain such work in the manner prescribed in the permit therefor issued by said BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF OAKLAND and shall well and truly pay all damages on account of such construction and maintenance, and all other damages, fines and penalties which he shall become liable to pay, and shall save said BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF OAKLAND harmless from all suits, claims, damages and proceedings of every kind arising out of the construction and maintenance of said work, and shall observe all the terms and conditions of the permit to be issued, then this obligation to be void, otherwise of full force and virtue.

**THIS BOND SHALL NOT EXPIRE UNTIL SUCH TIME AS THE PERMIT, FOR WHICH THIS BOND IS REQUIRED, IS RELEASED.**

Signed, sealed and delivered in the presence of

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Principal

\_\_\_\_\_  
 Principal's Signature                      Printed Name & Title

\_\_\_\_\_  
 P.O. Box, Address, Street

\_\_\_\_\_  
 City, State, Zip                                      Telephone

\_\_\_\_\_  
 Surety

\_\_\_\_\_  
 Surety's Signature

\_\_\_\_\_  
 P.O. Box, Address, Street

\_\_\_\_\_  
 City, State, Zip                                      Telephone

**NOTE: INCOMPLETE OR INVALID SURETY ADDRESSES DELAYS RELEASE OF BOND, IN WHICH CASE WE WILL RELEASE TO THE PRINCIPAL FOR THEIR RECORDS.**

3/4/2010

Application # 3000088

Contact: STEVE PRINTZ

Phone: 248-347-0401

### PERMIT DESCRIPTION

The following is a permit description ONLY. It shall not be construed to be a permit and shall become valid only after the permit is acquired.

This is a permit to:

CITY OF NOVI PROJECT TO INSTALL LANDSCAPING, TREE AND BUSHES IN THE MEDIAN OF TWELVE MILE ROAD BETWEEN MEADOWBROOK AND NOVI ROADS. PLANS LACK DETAILED LOCATIONS. CHECK SIGHT TRIANGLES AT CROSSOVERS FOR A MINIMUM SIGHT DISTANCE OF 500 FEET MEASURED FROM 15 FEET FROM THE BACK EDGE OF THE THROUGH LANE. APPROPRIATE EROSION CONTROL MEASURES REQUIRED AT ALL TIMES UNTIL VEGETATION IS ESTABLISHED.

PROPER SIGNING IS REQUIRED BEFORE BEGINNING WORK WITHIN THE RIGHT-OF-WAY. MAINTAIN TWO-WAY TRAFFIC AT ALL TIMES.

CALL INSPECTOR OR PERMIT SUPERVISOR 48 HOURS BEFORE BEGINNING ANY WORK IN R.O.W.

Commencing date of issuance and ending date of insurance expiration.

All construction shall be in accordance with the attached approved plan and application on file for NOVI, CITY OF as prepared by CITY OF NOVI and with the R.C.O.C. Supplementary Permit Specifications as follows:

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ATTACHED APPROVED PLAN AND APPLICATION ON FILE AND WITH THE ROAD COMMISSION FOR OAKLAND COUNTY PERMIT RULES, SPECIFICATIONS, AND GUIDELINES DATED JULY 12, 2001 .



6443 Grand Blanc Rd.  
Swartz Creek, MI 48473



Phone: 810-655-6654  
Fax: 810-655-5885  
www.agroscaping.com

March 19<sup>th</sup>, 2010

Dear Steve,

We at Agroscaping, Inc. are confident that we can add great value to the City of Novi, while providing a good service to the community.

We look forward to a long term working relationship with the city and its community. Our retail nursery/greenhouse is open for any community or project needs. We have a full line of products available and we also special order plants/materials when needed.

Horticordially,

A handwritten signature in black ink, appearing to read "Joseph M. Kudwa".

Joseph M. Kudwa C.G.I.P. MCN  
President  
Agroscaping, Inc  
810-655-6654