



CITY of NOVI CITY COUNCIL

Agenda Item 1
April 23, 2012

SUBJECT: Approval to award the Spring 2012 Tree Planting contract of 95 trees to Creative Brick Paving & Landscape Construction, the low bidder, in the amount of \$18,111.05.

SUBMITTING DEPARTMENT: Community Development Department

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$18,111.05
AMOUNT BUDGETED	\$60,000
LINE ITEM NUMBER	209-000.00-939.260 City Tree Fund

BACKGROUND INFORMATION:

Over the past decade the City of Novi has planted over 5,500 trees within the City to replace ash trees and enhance public property using Tree Fund monies. Tree Fund monies are voluntary deposits by developers when woodland trees are removed by development and replacement trees are not planted on the project site.

This spring, a total of 95 trees will be planted, staked, and mulched through this contract, which includes a two-year warranty on all trees. This project includes planting a variety of different species at Lakeshore Park, Crescent Boulevard and various subdivisions where trees have been removed due to health or damage. The primary goal of this project will be to enhance the aesthetics of the community and to provide the timely replacement of recently removed trees.

Due to a successful cooperative tree grant application with Oakland County Planning the City will save a significant amount from the original budget amount of \$60,000. The 2011 Great Lakes Restoration Initiative Grant was \$35,000 in federal funds provided through SEMCOG and Oakland County with matching funds from the International Transmission Company (ITC). Planting began last fall and will be completed in early spring of this year. As an aside, Oakland County used the City of Novi purchasing specifications as a template in tree purchases for two other qualifying communities.

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

Seven (7) firms responded to the bid advertisement. Staff reviewed the bids and investigated past plantings performed by Creative Brick Paving & Landscape Construction, the lowest responsive bid. Staff is satisfied that this company can meet the City's high quality standards and do so within the time frame specified. Creative Brick has been in business locally for 16 years.

Upon a positive decision by the City Council, the planting will commence in April and be completed by mid-June. 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 Spring 2012 Tree Planting contract of 95 trees to Creative Brick Paving & Landscape Construction, the low bidder, in the amount of \$18,111.05

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

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

CONTRACT – 2012 SPRING LANDSCAPE PLANTING

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 48375 "City", and Creative Brick Paving & Landscape Construction, whose address is 1751 S. Telegraph Rd., Bloomfield Hills, MI 48302, "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.

Insurance. This Contract is conditioned on Contractor securing and maintaining the liability insurance specified in the Bid Specifications, 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.

Time of Work. All Insurance requirements shall be satisfied within 14 days, and work shall be completed within the 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 \$18,111.05, 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: Clay Pearson, City Manager and Maryanne Cornelius, City Clerk

Contractor: Kurt Bachmann , Vice President

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 (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 cancelation shall be clearly stated in the written notice. In the event of termination Contractor shall be paid as compensation in full for services performed to that date an amount calculated for that particular project. Such amount shall be paid by the City upon Contractor delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries, and such other

information and materials as may have been prepared and/or accumulated by Contractor in performing the services up to the date of termination.

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.

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

Date: _____

By: Robert J. Gatt
Its: Mayor

By: Maryanne Cornelius
Its: Clerk

CONTRACTOR
Creative Brick Paving & Landscape
Construction

Date: _____

By: Kurt Bachmann
Its: Vice President



CITY OF NOVI
2012 SPRING LANDSCAPE PLANTING

OFFICIAL BID FORM

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

BID #1: Subdivision Tree Plantings

Acceptable species of Plant Material	# of Trees	Source /Phone #	Unit Price (2 Yr.)	TOTAL
SYRINGA 'Americana' (Japanese Tree Lilac) 2.5" caliper	20	CHRISTENSEN'S PLANT CENTER 888.454.7TREE	217 ⁰⁰	4340 ⁰⁰
ULMUS X 'Homestead' (Homestead Elm) 3" caliper	20	STEINKOPF & SONS DAVE STEINKOPF 810.650.5091	207.75	4155 ⁰⁰
ZELKOVA serrata 'Village Green' (Zelkova) 3" caliper	20	" "	207.75	4155 ⁰⁰
TOTAL	60			\$12,650⁰⁰

BID #2: Lakeshore Park

Acceptable species of Plant Material	# of Trees	Source /Phone #	Unit Price (2 Yr.)	TOTAL
Betula nigra (River Birch) 6-8' clump	10	STEINKOPF & SONS DAVE STEINKOPF 810.650.5091	94.90	949 ⁰⁰
Taxodium distichum (Bald Cypress) 2.5" caliper	5	JOE RANDAZZO'S 586.781.8700	154.66	773.30
Quercus bicolor Swamp White Oak 3" caliper	5	" "	207.75	1038.75
TOTAL	20			\$2761.05

BID #3: Crescent Boulevard

Acceptable species of Plant Material	# of Trees	Source /Phone #	Unit Price (2 Yr.)	TOTAL
Malus sp. 'Harvest Gold' (Harvest Gold Crabapple) 2" Caliper	15	JOE RANDAZZO'S 586.781.8700	180 ⁰⁰	2700 ⁰⁰
TOTAL	15			\$ 2700 ⁰⁰

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

Unit Prices:

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

COMMENTS: GRAND TOTAL 18,111.05

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

Yes No

We acknowledge receipt of the following Addenda: _____

(please indicate numbers)

THIS BID SUBMITTED BY:

Company (Legal Registration) CREATIVE BRICK PAVING & LANDSCAPE CONSTRUCTION

Address 1751 S TELEGRAPH RD

City BLOOMFIELD HILLS State MI Zip 48302

Telephone 248.230.1600 Fax 248.230.1601

Representative's Name (please print) KURT BAUMANN

Representative's Title VP ESTIMATING

Representative's Signature Kurt Baumann

E-mail KURTB.CREATIVEBPL@YAHOO.COM

Date 29 MAR 12



CITY OF NOVI
2012 SPRING LANDSCAPE PLANTING
CONTRACTOR QUESTIONNAIRE

Failure to answer all questions could result in rejection of your proposal.

Firm Name: CREATIVE BRICK PAVING & LANDSCAPE CONSTRUCTION

Address: 1751 S TELEGRAPH RD

City: BLOOMFIELD HILLS State: MI Zip: 48302

Telephone Number: 248.230.1600 Fax Number: 248.230.1601

Email Address: KURTB.CREATIVEBPL@YAHOO.COM

Firm Established: 1996 Years in Business: 16

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

How many full time employees? 7 How many part time employees? 30

Provide information relative to the experience your company has had working with municipalities. Please provide the names of municipalities where service was provided.

GROSSE POINTE WOODS JOE SHOCK 313.363.1250
STERLING HEIGHTS DAN SEARS 586.268.1920
AUBURN HILLS DON GRICE 248.249.3989
BLOOMFIELD HILLS BRADLEY SHEPLER 248.535.3337

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

WE COMPLETE OVER 150 DESIGN & BUILD PROJECTS EACH YEAR. WE INSTALL ALL TYPES OF PLANT MATERIAL INCLUDING TREES.
BANK OF AMERICA 825 W LONG LAKE BLOOMFIELD HILLS 248.642.7743
WE ARE BONDABLE TO 5 MILLION DOLLARS.

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.

ALL TEAM MEMBERS ATTEND SHORT COURSES-MSU-OSU
KIM SEXTON - PRINCIPAL JOHN KETTY - PRINCIPAL
JEFF THEIS - PROJECT MGR ALEX KETTY - SUPERVISOR

The University of Michigan

to all who may read these letters, Greetings:

Hereby it is certified that upon the recommendation of

The Horace H. Rackham School of Graduate Studies

The Regents of The University of Michigan have conferred upon

Kimberley Ashley Sexton

in recognition of the satisfactory fulfillment of the prescribed requirements the degree of

Master of Landscape Architecture

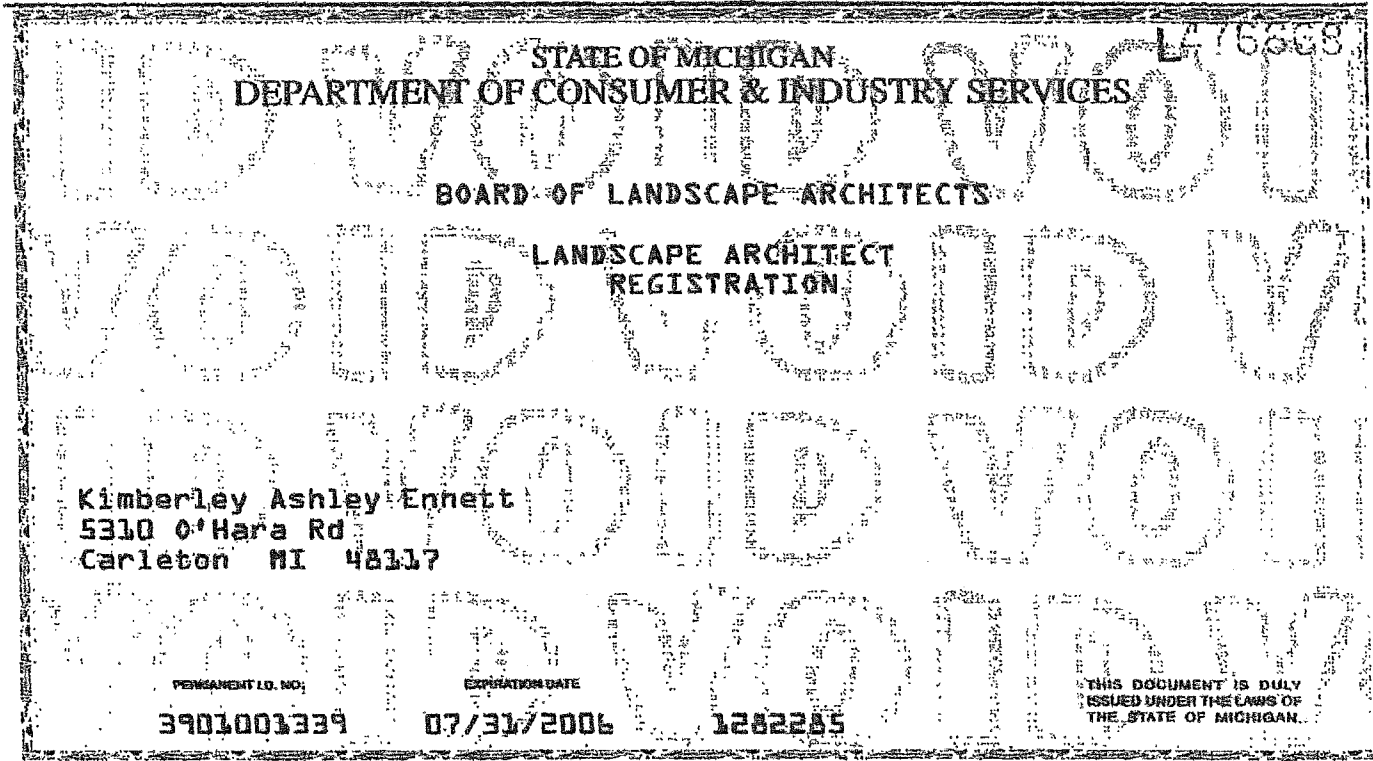
(Landscape Architecture)

with all the rights, privileges, and honors thereto pertaining here and elsewhere.

Dated at Ann Arbor, Michigan this first day of May, nineteen hundred and ninety-seven



Joe P. Gilligan
President
Robert H. Palmer
Secretary



STATE OF MICHIGAN
DEPARTMENT OF CONSUMER & INDUSTRY SERVICES

LA 76888

BOARD OF LANDSCAPE ARCHITECTS

LANDSCAPE ARCHITECT
REGISTRATION

Kimberley Ashley Ennett
5310 O'Hara Rd
Carleton MI 48117

PERMANENT I.D. NO.

3901001339

EXPIRATION DATE

07/31/2006

1282285

THIS DOCUMENT IS DULY
ISSUED UNDER THE LAWS OF
THE STATE OF MICHIGAN



Certified Landscape Technician

The International Landscape Technician Council is proud to present to

Jeff Theis

This certificate, recognizing his professional status in the landscape industry as a fully qualified

Certified Landscape Technician of Installation

The certificate holder has met high standards dictated by the ILTC and is recognized and accepted by its members as having achieved Certified Landscape Technician Status.

Deane Anderson

Certification Chairman



October 5, 2002

Date



Michigan State University

Cooperative Extension Service

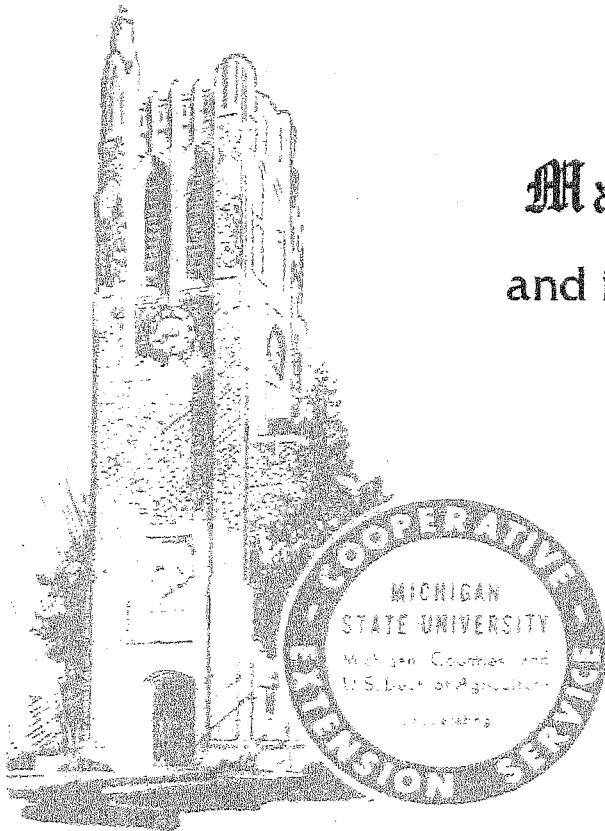
CERTIFICATE OF RECOGNITION TO

KURT BACHMANN

for completion of

Master Gardener Program

and in recognition of leadership abilities
for extending this information



1980

Douglas J. Jardine

Robert Geyer
COOPERATIVE EXTENSION DIRECTOR

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

WE COMPLETE OVER 150 DESIGN & BUILD PROJECTS EVERY YEAR. MANY ARE UPPER-END RESIDENTIAL PROJECTS. THE AVERAGE PROJECT IS 50,000 AND INCLUDES HARDSCAPE AND PLANT MATERIAL. (SEE BOOKLET)

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

Company FIRST BAPTIST CHURCH - BIRMINGHAM

Address _____

Phone 248.644.0530 Contact name JERRY MILLS

Company USB FINANCIAL SERVICES

Address _____

Phone 248.851.1001 Contact name TIMOTHY MISTRAL

Company GOLLING CHRYSLER

Address BIRMINGHAM - DESIGN & BUILD

Phone 586.506.8109 Contact name _____

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

MNLA

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

SKID LOADER w/ TREE AUGER & NURSERY SAWS
WATER TANK TRUCK - MISC HAND TOOLS
5-TON STAKE TRUCK & DUAL ACTION TRAILER
* SEE ATTACHED EQUIPMENT LIST

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

SUPPLYING AND INSTALLING LESS THAN 100 TREES WOULD BE A SMALL PROJECT FOR CREATIVE. WE ANTICIPATE COMPLETION WITHIN 5 DAYS MAX. WE SUBSCRIBE TO THE PHC METHOD OF PLANTING. MYCORRHIZAL INOCULANT GRANULAR WITH TERRA-SORB.

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

WE FOLLOW THE GUIDELINES OF THE MICHIGAN STATE UNIVERSITY HORTICULTURE DEPARTMENT. URBAN FOREST MANAGEMENT IS REQUIRED FOR THE PROPER DISTRIBUTION OF BENEFITS FOR OPEN-GROWN STREET TREES, INCLUDING ENERGY SAVINGS, INCREASED PROPERTY VALUES, STORM WATER RUN-OFF RETENTION, AIR QUALITY IMPROVEMENT, AND ATMOSPHERIC CO₂ REDUCTION. OUR FOREST COMMUNITY TYPE IN SOUTHEAST MICHIGAN IS A BROADLY DEFINED ECOSYSTEM WITH VARIED PLANTS, ANIMALS AND OTHER ORGANISMS LIVING TOGETHER. WE BELIEVE IN ROOT EXTENSION WITH MYCORRHIZAE PROVIDING QUANTIFYING GROWTH. THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

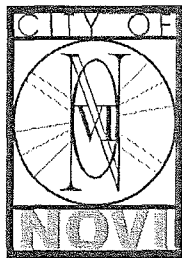
Authorized Company Representative (please print): KURT BACHMANN

Representative Signature: 

Date 29 MAR 12

* CREATIVE LANDSCAPE CONSTRUCTION WILL NOT PLANT IN MUNICIPALITIES THAT DO NOT HAVE A STRONG FORESTRY DEPARTMENT THAT PROMOTES BIODIVERSITY ALONG WITH OUR DOMINANT FOREST PLANT COMMUNITIES.

GROWING MICHIGAN'S NATURAL HERITAGE



cityofnovi.org

NOTICE - CITY OF NOVI
REQUEST FOR BIDS

2012 SPRING LANDSCAPE PLANTING

The City of Novi will receive sealed bids for **2012 Spring Landscape Planting** according to the specifications of the City of Novi.

A mandatory pre-bid meeting will be held **Tuesday, March 20, 2012 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 **11:00 a.m.** prevailing Eastern Time **Friday, March 30, 2012** 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 OF MAILING/FED EX/UPS ENVELOPES MUST BEAR THE NAME OF THE BIDDING FIRM AND MUST BE PLAINLY MARKED:

"2012 SPRING LANDSCAPE PLANTING BID"

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

Notice dated: March 12, 2012

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, and obtain an official copy.

made by the Contractor. Proposals must be signed by an official authorized to bind the Contractor to its provisions.

TYPE OF CONTRACT

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

CONTRACT AWARD

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

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

INSURANCE

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

CHANGES TO THE BID/ADDENDA

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

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

RESPONSE DATE

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

Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposals. All proposals must be contained in sealed envelopes marked on the outside with the contractor's name and the name of the bid. Proposals received after the closing date and time will not be accepted or considered. Telegraphic, facsimile, or telephone proposals are not acceptable.

SUBMISSION OF BIDS

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

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

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

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

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

FREIGHT/SHIPPING/DELIVERY CHARGES

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

TAX EXEMPTION

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

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful bidder will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Such approval shall

not constitute a basis for privity between the City and any subcontractor. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

CONTRACT TERMINATION

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

NON-DISCRIMINATION

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

ACCEPTANCE OF PROPOSAL CONTENT

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

MATERIAL SUBMITTED

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

INCURRING COSTS

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

ECONOMY OF PREPARATION

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

DISCLOSURE OF PROPOSAL CONTENT

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

INDEPENDENT PRICE DETERMINATIONS

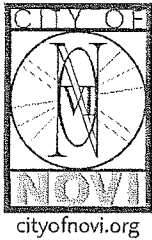
By submission of a proposal, the offerer certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

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

Each person signing the proposal certifies that:

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

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



CITY OF NOVI

2012 SPRING LANDSCAPE PLANTING

1. Purpose/Scope of Work

The City of Novi is soliciting three (3) bids for the 2012 landscape plantings. All bids are for the purchase, installation, and 2-year warranty by the bidding contractor.

- BID 1: Subdivision Tree Plantings
- BID 2: Lakeshore Park Tree Plantings
- BID 3: Crescent Boulevard Tree Plantings

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

2. Applicable Specifications and Standards

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

3. Planting/Project Season

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

All Bids: April 24, 2012 to June 10, 2012.

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

The variance will be granted if warranted in the opinion of the Parks & Forestry Asset Manager or City Landscape Architect.

4. General Specifications

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

turf, trees, shrubs, ground covers, fences, irrigations systems and utilities shall be adequately protected.

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

5. Planting Locations

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

6. Utility Verification

- A. **The Contractor shall contact Miss-Dig for verification of the location of all underground utilities in the area of the work and the Contractor shall not commence digging until all underground utilities have been marked.** The Contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement and/or for all damages to marked underground utilities.

7. Materials

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

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

Trees with multiple leaders, unless specified, will be rejected. Plant material with a damaged or crooked leader, bark abrasions, sunscald, disfiguring knots, insect damage, or cuts of limbs over ¾ 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 & Forestry Asset Manager and/or Landscape Architect. Use of larger plants shall not increase the contract price. If larger plants are approved, the root ball shall be increased in proportion to the size of the plant as specified in the *Principles and Practice of Planting Trees and Shrubs*.

Caliper measurements shall be taken on the trunk 6 inches (15cm) above the natural ground line for trees up to and including 4 inches (10 cm) in caliper, and 12 inches (30 cm) above the natural ground line for trees over 4 inches (10 cm) in caliper. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to branch tip. No "whips" shall be planted. Plants shall be measured when branches are in their position. If a range of a size is given, no plant shall be less than the minimum size, and less than 50 percent of the plants shall be as

large as the maximum size specified. Measurements specified are minimum size acceptable after pruning, where pruning is required. Plants that meet measurements but do not possess a standard relationship between height and spread, according to the American Standards for Nursery Stock, shall be rejected.

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

8. Selection and Tagging

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

9. Excavation of Planted Areas

- A. Locations for plants and outlines of area to be planted will be identified via marking paint or flagging at the site by the City. Approval of the Parks & Forestry Asset Manager and/or City Landscape Architect may be required before excavation begins.
- B. Detrimental soil conditions: The Parks & Forestry Asset Manager and/or City Landscape Architect are to be notified, in writing, of soil conditions that the Contractor considers detrimental to the growth of plant material. These conditions are to be described as well as suggestions for correcting them. Proper water drainage shall be assured.
- C. Contractor shall repair any broken sprinkler within 24 hours of any damage. Contractor will carry ten (10) couplers and twenty (20) hose clamps and five (5) feet of ¾ and 1-inch pipe at all times.
- D. Contractor shall restore, to satisfaction of the Parks & Forestry Asset Manager and/or City Landscape Architect, any damage done to adjacent planting site areas.

- E. Obstructions: if rock, underground construction work, tree roots, or obstructions are encountered in the excavation of plant pits, the Parks & Forestry Asset Manager and/or City Landscape Architect may select alternate locations. Where locations cannot be changed as determined by the Parks & Forestry Asset Manager and/or City Landscape Architect, and where digging is permitted, submit cost required to remove the obstruction to a depth of not less than 6 inches (15 cm) below the required hole depth. Proceed with work after approval of the Parks & Forestry Asset Manager and/or City Landscape Architect.

10. Digging and Handling Plant Materials

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

11. Transportation and Storage of Plant Material

- A. Fresh dug material is given preference over plant material held in storage. Plant material held in storage will be rejected if excessive growth or dieback of branches has occurred in storage.
- B. Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.
- C. During transportation of plant material, the Contractor shall exercise care to prevent injury and drying out of the plant material. Should the roots be dried out, large branches broken, balls of earth broken or loosened, or area of bark torn, the Parks & Forestry Asset Manager and/or City Landscape Architect may reject the injured tree(s) and order them replaced at no additional cost to the City.
- D. Plants must be protected at all times from sun or drying winds. No plant material shall be stored on City Property unless approved by the Parks & Forestry Asset Manager. If approved, the City of Novi shall assume no responsibility for any plant material while stored on City property. Those plants that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil covered with wet wood chips or other acceptable material and kept well watered. Plants shall not remain unplanted any longer than 3 days after delivery. Plants shall not be bound with wire or rope at any time so as to damage the bark or break branches. Plants shall be lifted and handled with suitable support of the soil ball to avoid damaging it.
- E. All trees shall be transplanted and transported with stem guards. Trees with damaged stems will be rejected

12. Planting Operations

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

NOTE: Because some nurseries practice 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 & Forestry Asset Manager and/or City Landscape Architect may allow plant material to be thoroughly watered immediately after planting.
- H. Any excess soil, debris, or trimmings shall be removed from the planting site immediately upon completion of each planting operation.
- I. Planting pits shall be at least 24" greater in diameter than the corresponding root ball, and shall have sides fractured in order to facilitate root penetration. Walls of the planting hole shall be dug so that they are properly sloped and sufficiently loosened to remove the glazing effects of digging. Holes shall be ground only on the day the tree is planted. Contractor is responsible to ensure all holes are safe until planted and covered with mulch.

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

- A. All trees shall be staked as identified in the attached planting detail. The contractor shall remove stakes after the first growing season. **NO METAL T-STAKES ARE PERMITTED!**
- B. Staking materials: No wire shall be used around any of the trunks of the trees. Diagonal supporting stakes three (3) shall be sound, uniform oak, redwood, or cedar as identified in the provided planting detail.

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

14. Landscape Bed Creation and Installation

- A. The planting and creation of landscape shall follow the standard specifications and design plan.
 - The Parks & Forestry Asset Manager and/or Landscape Architect may elect to outline the bed area prior to installation.
 - The City may alter the design, if desired.
 - The City may add, change, and/or remove the quantities of plant materials and/or bed design as desired.
- B. The contractor is responsible for acquisition and planting of plants per the City's design unless altered by the City.
- C. Each landscape bed shall be edged mechanically or with a spade prior to installation and at least once per year through the duration of this contract.
- D. Contractor shall provide proof of origin for all plant 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 & Forestry Asset Manager and/or City Landscape Architect at no additional cost.
- E. Watering: Contractor shall irrigate, as required, to maintain vigorous and healthy tree growth. **All plants shall be watered at the time of planting unless directed otherwise by the Parks & Forestry Asset Manager and/or City Landscape Architect.** Over-watering or flooding shall not be allowed. Contractor shall use existing irrigation facilities and furnish any additional material, equipment, or water to ensure adequate irrigation. Contractor may fill up their water tanks at the City of Novi DPS Field Services facility. During periods of restricted water usage, all governmental regulations (permanent and temporary) shall be followed. Should modifications of existing irrigation systems and/or schedules facilitate adherence to these regulations, the Contractor shall notify the owner of the suggested modifications.
- F. Fertilization: Fertilizer shall be applied at the time of planting and shall be a controlled-release type formulated for trees and shrubs, and must be approved by the Parks & Forestry Asset Manager and/or City Landscape Architect. The approved fertilizer shall be used at the rate specified by the manufacturer.

16. Contract Termination

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

A. For Cause:

- The contractor is not complying with the specifications;
- Proper arboricultural techniques are not being followed after written notification by the City;
- The Contractor refuses, neglects, or fails to supply properly trained or skilled personnel, proper equipment, or acceptable plant material;
- The Contractor in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work;
- Previous unknown circumstances arise making it desirable in the public interest to void the contract;
- The 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 & Forestry Asset Manager and/or City Landscape Architect shall inspect all work for acceptance upon written request for the Contractor. The request shall be received at least 10 calendar days before the anticipated date of inspection.

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

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

18. Acceptance in Part

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

19. Guarantee Period and Replacements

- A. The guarantee period for plant material shall begin at the date of acceptance.
- B. The Contractor shall guarantee all plant material to be in healthy and flourishing condition as determined by the City of Novi for a period of 2 years from the date of acceptance.
- C. When work is accepted in parts, the guarantee periods extend from each of the partial acceptances to the terminal date of the guarantee of the last acceptance. Thus, **all guarantee periods terminate at one time.**
- D. The Contractor shall replace, without cost, as soon as weather conditions permit, and within a specified planting period, all plants determined by the Parks & Forestry Asset Manager and/or City Landscape Architect to be dead or in an unacceptable condition during and at the end of the guarantee period. To be considered acceptable, plants shall be free of dead or dying branches and branch tips and shall bear foliage of normal density, size, and color. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification. The City may allow substitutions.

- E. The guarantee of all replacement plants shall extend for an additional period of 1 year beyond the initial warranty period (one year beyond the initial two year warranty period). If a tree dies between the 1 and two year initial warranty period, the warranty on the replacement tree shall extend for a period 1 year after the 2 year initial warranty period has ended. In the event that a replacement plant is not acceptable during or at the end of the said extended guarantee period, the Parks & Forestry Asset Manager and/or City Landscape Architect may elect subsequent replacement or credit for that item.
- F. The Contractor shall make periodic inspections, at no extra cost, during the guarantee period to determine what changes, if any, should be made in the maintenance program. If changes are recommended, they shall be submitted in writing to the Parks & Forestry Asset Manager and/or City Landscape Architect.

20. Final Inspection and Final Acceptance

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

21. Selection Criteria

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

A. Experience/Qualifications

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

B. Capacity

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

C. Comparable Projects

Proposers should submit examples of similar work performed.

D. Timeline

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

E. References

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

F. Cost

Cost Proposals per Official Bid Form.

22. General Conditions

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

23. Instructions to Contractors

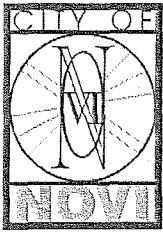
The following pages include a **(1)** vendor questionnaire and **(2)** official bid form. These items must be **FULLY** completed and submitted. Bidders not responding to any of the specifications or questions may be classified as unresponsive. The response must follow the format outlined in this proposal.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

24. Payment

Payment shall be made to the Contractor as follows:

- 80 % of the contract sum upon receipt, completion of planting of the plant materials by the contractor, and acceptance of the plant materials by the Parks & Forestry Asset Manager and/or City Landscape Architect.
- 10 % of contract sum after the replanting of all necessary replacement material. This would occur at the end of the original 2-year warranty period.
- 10 % of contract sum after final acceptance. This would occur after all replacement material warranties are complete.

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
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.
3. The City of Novi shall be added as an 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.