

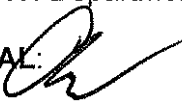
cityofnovi.org

# CITY of NOVI CITY COUNCIL

**Agenda Item J  
September 28, 2009**

**SUBJECT:** Approval to award the Fall-2009 Tree Planting contract for 250 trees to James Brothers Landscape, Inc., the low bidder, in the amount of \$53,177.08.

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

**CITY MANAGER APPROVAL:**  *RH*

<b>EXPENDITURE REQUIRED</b>	<b>\$53,177.08</b>
<b>AMOUNT BUDGETED</b>	<b>\$200,000 (Annual Tree Planting and Pruning)</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 within the City to replace ash trees and enhance public property using Tree Fund monies.

This Fall, a total of 250 trees will be planted, staked and mulched through this contract, which includes an initial two year warranty on all trees and a one year replacement on required replacement trees. The project includes planting a variety of different species within various subdivisions where trees have been removed and at Fuerst Park. The primary goal of this planting will be to enhance the aesthetics of the community and to provide the timely replacement of recently removed trees.

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.

The City received 6 bids for this planting on September 16, 2009 following a public bidding period (see attached bid tabulation). Staff reviewed the bids and investigated jobs performed by James Brother Landscaping Inc. and are satisfied that James Brothers can meet our quality standards. James Brothers Landscaping has been in business for 23 years and has worked with other communities such as the City of Grosse Pointe Woods.

The planting contract will commence within 10 days after award and be completed by November 15, 2009. 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 Fall 2009 Tree Planting contract for 250 trees to James Brothers Landscape, Inc., the low bidder, in the amount of \$53,177.08.

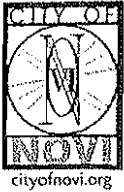
	1	2	Y	N
<b>Mayor Landry</b>				
<b>Mayor Pro Tem Gatt</b>				
<b>Council Member Burke</b>				
<b>Council Member Crawford</b>				

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

CITY OF NOVI  
2009 FALL TREE PLANTING BID TOTALS

	<b>Panoramic</b>	<b>James Bros</b>	<b>Chas F. Irish</b>	<b>RC Tuttle</b>	<b>Weyand Bros</b>	<b>Great Lakes</b>
<b>2 yr warranty</b>						
<b>Bid #1</b>	50,850	43,313.60	78,675	48,830	64,325	42,834
<b>Bid #2</b>	10,609	9,863.48	21,390	11,038	15,360	10,417.70
<b>TOTAL</b>	<b>61,459</b>	<b>53,177.08</b>	<b>100,065</b>	<b>59,868</b>	<b>79,685</b>	<b>53,251.70</b>

math error



**CITY OF NOVI  
2009 FALL TREE PLANTING  
OFFICIAL BID FORM FOR BID  
(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 Cost (1 Yr.)	TOTAL	ALT. A Unit Cost (2 Yr.)	TOTAL ALT. A
ACER freemanii 'Autumn Blaze' (Autumn Blaze Maple)	30	J&W DEERE	157.85	4735.50	178.42	5352.60
ACER saccharum (Sugar Maple)	25	248 588 7747	170.55	4413.75	200.86	5021.50
AESCULUS X carnea 'Briotii' (min 4' head) (Ruby Red Horsechestnut)	25	}	213.95	5348.75	245.74	6143.50
SYRINGA reticulata 'Ivory Silk' (Ivory Silk Tree Lilac)	30		213.95	6418.50	245.74	7372.20
TILIA tomentosa 'Sterling' (Sterling Silver Linden)	30		195.90	5577.00	212.08	6362.40
ULMUS X 'Homestead' (Homestead Elm)	30		195.25	5857.50	223.30	6699.00
ZELKOVA serrata (Japanese Zelkova)	30		185.90	5577.00	212.08	6362.40
<b>TOTALS</b>	<b>200</b>			<b>37,928</b>		<b>43,313.60</b>

This organization JAMES BROTHERS shall plant approximately 200 trees using the Planting Detail provided.

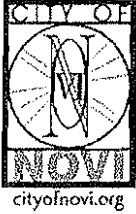
Total Price for planting approximately 200 trees 37,928.00

Company Name JAMES BROTHERS  
Representative KURT BACHMANN

We hereby accept all Terms and Conditions of the Fall 2009 Specifications.

Representative Signature Kurt Bachmann Telephone 734.692.3400

**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.



**CITY OF NOVI  
2009 FALL TREE PLANTING**

**OFFICIAL BID FORM FOR BID  
(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 Cost (1 Yr.)	TOTAL	ALT. A Unit Cost (2 Yr.)	TOTAL ALT. A
Acer saccharum 'Green Mountain' (Green Mountain Sugar Maple)	9	JOHN DEERE	176.55	1588.95	200.86	1807.74
AMELANCHIER x grandiflora 'Autumn Brilliance' (Autumn Brilliance Apple Serviceberry)	8	248 588 7747	167.20	1337.60	189.64	1517.12
CERCIS canadensis (Eastern Redbud)	8		176.55	1412.40	200.86	1606.88
Crataegus viridis 'Winter King' (Winter King Hawthorn)	8		176.55	1412.40	200.86	1606.88
PICEA glauca 'densata' (Black Hills Spruce) 6-7', oversize rootball	8		167.20	1337.60	189.64	1517.12
ULMUS americana 'Valley Forge' (Valley Forge American Elm)	9		176.55	1588.95	200.86	1807.74
<b>TOTALS</b>	<b>50</b>			<b>8677.90</b>		<b>9863.48</b>

This organization JAMES BROTHERS shall plant approximately 50(2.5-inch caliper) trees using the MDOT Planting Detail provided, unless otherwise directed by the City.

Total Price for planting approximately 50 trees 8677.90

Company Name JAMES BROTHERS  
Representative KURT BACHMANN

We hereby accept all Terms and Conditions of the Fall 2009 Specifications.

Representative Signature Kurt Bachmann Telephone 734.692.3400

**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. Subject to all MDOT specifications, requirements, and permits.



cityofnovi.org

## CITY OF NOVI

### 2009 FALL TREE PLANTING

#### MEMORANDUM OF UNDERSTANDING

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide tree planting services for the price set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the product.

It is understood that all proposal prices shall remain in effect for at least one-hundred eighty (180) days from the date of the proposal opening to allow for the award of the proposal and that, if chosen the successful vendor (s), the prices will remain firm through the term of the contract.

This proposal is genuine and not collusive or sham and that the Contractor has not in any manner, directly or indirectly, agreed or colluded with any other firm or association to submit a sham proposal or to refrain from proposing or in any way fix this proposal or that if any other Contractor or to secure any advantage against the City of Novi.

The Contractor in submitting this proposal agrees that the Contractor shall include in their resume any and all information pertinent to aiding the City in determining the abilities of the Contractor. Contractor shall submit, along with their proposal a list of their equipment for city inspection. Contractor shall execute a contract awarded on the basis of this proposal within ten (10) days after being notified to proceed with work.

Representative's Name: KURT BACHMANN

Title: VICE-PRESIDENT

Signature: Kurt Bachmann Date: 15 SE 09

Firm Name: JAMES BROTHERS LANDSCAPE

Address: 23216 TELEGRAPH

City: BROWNSTOWN State: MI Zip: 48134

Telephone Number: 734.692.3400 Fax Number: 734.692.3444

Email Address: KURT@JAMESBROS LANDSCAPE.COM



23216 Telegraph Road

Brownstown, MI 48134

734-692-3400

fax 734-692-3444

September 18, 2009

Forestry Division

2009 Fall Tree Planting

Attention Mr. Steve Printz

This is a confirmation to the City of Novi that James Brothers is aware of the Scope of Work involved and can meet the commitment for purchasing, planting and warranty according to the City of Novi, Mr. Steve Printz and all applicable specifications and standards.

James Brothers has completed several projects of this size and are aware of what it takes to complete the task. We utilize the Streets and Maps software and provide maps for the city liaison and anyone involved with the project so that complete communication is available with one phone call.

James Brothers has the experience, qualification, capacity and has done comparable projects. Completing the project in the required timeline is not a problem. We realize that the project will be halted early if Mr. Printz is unsatisfied with the beginning performance.

We have read the contract and agree to the stipulation contained in the document.

Kurt Bachmann 734-308-5936

*Kurt Bachmann*

James Brothers Landscaping

## 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”, James Brothers Landscaping Inc., whose address is 23216 Telegraph Road, Brownstown, MI 48134, “Contractor.”

*Work.* For and in consideration of payment by the City as provided under the Payment Section in “Exhibit A”, 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 \$53,177.08, 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.

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: Kurt Bachmann, 23216 Telegraph Road, Brownstown, MI 48134.

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:

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

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

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

CITY OF NOVI

\_\_\_\_\_  
By: David B. Landry  
Its: Mayor

\_\_\_\_\_  
By: Maryanne Cornelius  
Its: Clerk

CONTRACTOR

\_\_\_\_\_  
By: Kurt Bachmann  
Its:



"Exhibit A"

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

**2009 FALL TREE PLANTING**

The City of Novi will receive sealed bids for **2009 Fall Tree Planting** according to the specifications of the City of Novi.

**A mandatory pre-bid meeting** will be held **Tuesday, September 8, 2009 at 2:00 p.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 **Wednesday, September 16, 2009** at which time proposals will be opened and read. Bids shall be addressed to and delivered to:

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

OUTSIDE ENVELOPES MUST BE PLAINLY MARKED

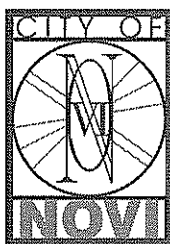
**"2009 FALL TREE PLANTING BID"**

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 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: September 1, 2009



cityofnovi.org

## CITY OF NOVI

### 2009 FALL TREE 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                      September 1, 2009

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

**Tuesday, September 8, 2009 at 2:00 P.M.**

Last Date for Questions

Friday, September 11, 2009 by 12:00 Noon  
Please email questions to Sue Morianti at  
[smorianti@cityofnovi.org](mailto:smorianti@cityofnovi.org)

Response Due Date

**Wednesday, September 16, 2009 by 10:00 A.M.**

#### 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 services .

#### CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered.

### **RIGHT OF REFUSAL**

The City reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest Bidder, 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 interests of the City of Novi.

### **INCURRING COSTS**

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

### **CHANGES TO THE BID/ADDENDUMS**

Should any prospective Bidder be in doubt as to the true meaning of any portion of the Request for Proposal, 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 issuing office by the date listed 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 Bid Proposal and shall be taken into account by each bidder in preparing their proposal.

### **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**

All proposals will remain valid for One Hundred and Twenty (120) days from due date and cannot be withdrawn during this period.

Failure to include in the proposal all information requested may be cause for rejection of the proposal.

Bids must be clearly prepared and legible and must be signed by an Officer of the submitting Company on the enclosed form. Proposals must show unit and total prices.

**ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.**

USE OF THE CITY LOGO IN YOUR PROPOSAL IS PROHIBITED.

Proposals must contain all shipping/handling charges. It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all State and Federal taxes applying on all items and quotes contained within the proposal.

The successful vendor 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. The use and scope of contractor responsibility must be clearly defined.

In the hiring of employees for the performance of work under this 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.

#### **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**  
**2009 FALL TREE PLANTING**

**1. Purpose/Scope of Work**

The City of Novi is soliciting proposals for the Fall planting of trees for 2009. There are two (2) bids being solicited for the Fall of 2009 tree planting. All bids are for the purchase, planting, warranty by the bidding contractor

- **BID 1: Subdivision Tree Planting (2.5" caliper trees)**
  - Alternate A: 2 year warranty
- **BID 2: Fuerst Park Tree Planting (2.5" caliper trees)**
  - Alternate A: 2 year warranty

**ALL BIDS SHALL BE SUBMITTED ON SUPPLIED OFFICIAL BIDS 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 split the bid. If you are unable to provide the specified quantity of trees, please specify by changing the number as appropriate on the bid forms where appropriate. Bids shall include all material, labor, installation, 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 Season**

- A. Planting Shall be done within the following dates:

**BID 1 and 2: All trees October 8, 2009 to November 15, 2009.**

- 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. Permission for the variance will be given if warranted in the opinion of Parks and Forestry Operations Manager, City Landscape Architect.

#### **4. General Specifications**

- A. Permissible working hours are 7:30 A.M. to 4:00 P.M., Monday through Friday unless 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. 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.
- C. All vehicles performing work on this project shall be properly identified. Contractor's equipment shall have neat and clean appearance at all times.
- D. All crews shall be supervised at all times by the Contractor.
- E. Contractor's equipment and general safety precautions must meet or exceed all OSHA and MIOSHA requirements.
- F. At no time shall the contractor leave open planting holes not fill with either soil or trees at the end of the work day. All rubbish, debris, excess soil, sod, trimmings, etc., generated in the performance of this contract shall be disposed of 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.
- G. 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 as far as possible.
- H. 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.
- I. 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 precaution 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.
- J. 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 or any of this employees or agents, 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 an acceptable manner.
- K. The City and Contractor shall meet at least once a week to discuss the City's inspection/progress reports. 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

#### **5. Planting Locations**

- A. The landscape contractor (hereafter referred to as 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. In some cases, 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 shall be planted closer than 6' to adjacent curb or road edge unless specified by the City.

## 6. Utility Verification

- A. **The Contractor shall contact Miss-Dig for verification of the location of all underground utility lines in the area of the work and the Contractor shall not commence digging 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 materials removed. 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. Plants shall be true to species and 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. Trees 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 minimum of 2.5-inch caliper.**

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.

- C. 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.
- D. 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.
- E. 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 trees to be used for this project and reject any trees that they feel to 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. Trees may 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 must be assured.
- C. Contractor will repair any broken sprinkler within 24 hours of any breakage. 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. Antitranspirants, are to be applied to plants in full leaf immediately before digging. A film shall adequately cover all foliage.
- B. Trees designated 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, rotatable twine. Root collar will be apparent at surface of ball. No trees 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 trees. 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 trees 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 trees while stored on City property. Those 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 shall be planted in accordance with the tree 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 shall be planted so that the flare of the trunk is 2- 3 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 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 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 trees 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 are to 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 (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 trees 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 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 on trees. **NO WOODCHIPS SHALL BE USED. Mulch must not be placed within 3 inches (8cm) of the trunks of trees.**
- G. The contractor shall dispose of any debris (including tree roots, rocks, soil...) in the planting area.

## 14. Maintenance of Trees

- A. Maintenance shall begin immediately after each plant is planted and shall continue throughout the period of this contract.
- B. Maintenance shall consist of pruning, watering, fertilization, cultivating (including weeding), mulching, pruning, 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.
- C. Planting areas and plants shall be protected at all times against trespassing and damage of all kinds 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.
- D. Watering: Contractor shall irrigate, as required, to maintain vigorous and healthy tree growth. **All trees 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.
- E. 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 Forestry Division and/or City Landscape Architect. The approved fertilizer shall be used at the rate specified by the manufacturer.

## 15. 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.

## 16. Acceptance in Part

Work may be accepted in parts when the Parks and Forestry Operations Manager and/or City Landscape Architect and Contractor 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.

## 17. Guarantee Period and Replacements

- A. The guarantee period for trees 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 (**Alternate A**) 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.

## **18. 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.

## **19. 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.

**20. 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 with specifications will not be considered for award.

**21. Instructions to Contractors**

The following pages include a (1) vendor questionnaire, (2) official bid forms, and (3) memorandum of understanding. These items must be **FULLY** completed and submitted.

**An UNBOUND completed original (marked "Original") and three (3) copies of your questionnaire, official bid forms, and memorandum of understanding 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.

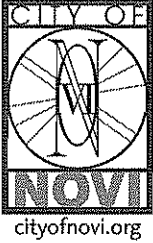
## 22. Payment

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.
- 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**  
**2009 FALL TREE PLANTING**  
**TREE PLANTING QUESTIONNAIRE FORM**

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

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Firm Established: \_\_\_\_\_ Years in Business: \_\_\_\_\_

Type of Organization: (Circle One)

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

How many full time employees?

\_\_\_\_\_

How many part time employees?

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

---

---

---

---

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

---

---

---

---

---

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.

---

---

---

---

---

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...).

---

---

---

---

---

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

---

---

---

---

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

---

---

---

---



**CITY OF NOVI  
2009 FALL TREE PLANTING  
OFFICIAL BID FORM FOR BID  
(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 Cost (1 Yr.)	TOTAL	ALT. A Unit Cost (2 Yr.)	TOTAL ALT. A
ACER freemanii 'Autumn Blaze' (Autumn Blaze Maple)	30					
ACER saccharum (Sugar Maple)	25					
AESCULUS X carnea 'Briotii' (min 4' head) (Ruby Red Horsechestnut)	25					
SYRINGA reticulata 'Ivory Silk' (Ivory Silk Tree Lilac)	30					
TILIA tomentosa 'Sterling' (Sterling Silver Linden)	30					
ULMUS X 'Homestead' (Homestead Elm)	30					
ZELKOVA serrata (Japanese Zelkova)	30					
<b>TOTALS</b>	<b>200</b>					

This organization \_\_\_\_\_ shall plant approximately **200** trees using the Planting Detail provided.

Total Price for planting approximately **200** trees \_\_\_\_\_

**Company Name** \_\_\_\_\_  
**Representative** \_\_\_\_\_

We hereby accept all Terms and Conditions of the Fall 2009 Specifications.

**Representative**  
**Signature** \_\_\_\_\_ **Telephone** \_\_\_\_\_

**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.



**CITY OF NOVI  
2009 FALL TREE PLANTING  
OFFICIAL BID FORM FOR BID  
(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 Cost (1 Yr.)	TOTAL	ALT. A Unit Cost (2 Yr.)	TOTAL ALT. A
Acer saccharum 'Green Mountain' (Green Mountain Sugar Maple)	9					
AMELANCHIER x grandiflora 'Autumn Brilliance' (Autumn Brilliance Apple Serviceberry)	8					
CERCIS canadensis (Eastern Redbud)	8					
Crataegus viridis 'Winter King' (Winter King Hawthorn)	8					
PICEA glauca 'densata' (Black Hills Spruce) 6-7', oversize rootball	8					
ULMUS americana 'Valley Forge' (Valley Forge American Elm)	9					
<b>TOTALS</b>	<b>50</b>					

This organization \_\_\_\_\_ shall plant approximately **50(2.5-inch caliper)** trees using the MDOT Planting Detail provided, unless otherwise directed by the City.

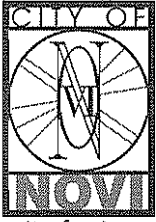
Total Price for planting approximately **50** trees \_\_\_\_\_

**Company Name** \_\_\_\_\_  
**Representative** \_\_\_\_\_

We hereby accept all Terms and Conditions of the Fall 2009 Specifications.

**Representative Signature** \_\_\_\_\_ **Telephone** \_\_\_\_\_

**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. Subject to all MDOT specifications, requirements, and permits.



cityofnovi.org

**CITY OF NOVI**  
**2009 FALL TREE PLANTING**

**MEMORANDUM OF UNDERSTANDING**

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide tree planting services for the price set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the product.

It is understood that all proposal prices shall remain in effect for at least one-hundred eighty (180) days from the date of the proposal opening to allow for the award of the proposal and that, if chosen the successful vendor (s), the prices will remain firm through the term of the contract.

This proposal is genuine and not collusive or sham and that the Contractor has not in any manner, directly or indirectly, agreed or colluded with any other firm or association to submit a sham proposal or to refrain from proposing or in any way fix this proposal or that if any other Contractor or to secure any advantage against the City of Novi.

The Contractor in submitting this proposal agrees that the Contractor shall include in their resume any and all information pertinent to aiding the City in determining the abilities of the Contractor. Contractor shall submit, along with their proposal a list of their equipment for city inspection. Contractor shall execute a contract awarded on the basis of this proposal within ten (10) days after being notified to proceed with work.

Representative's Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

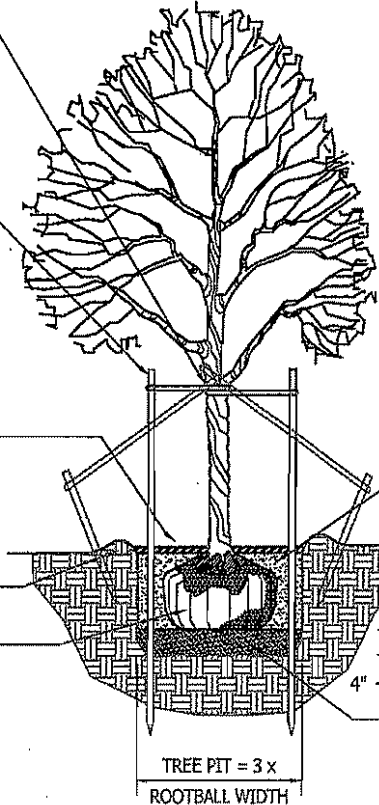
STAKE TREES AT FIRST BRANCH  
 USING 2"-3" WIDE BELT-LIKE  
 NYLON OR PLASTIC STRAPS.  
 ALLOW FOR SOME MINIMAL  
 FLEXING OF THE TREE.  
 REMOVE AFTER ONE YEAR.

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.

TREE PIT = 3 x  
 ROOTBALL WIDTH

## DECIDUOUS TREE PLANTING DETAIL

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

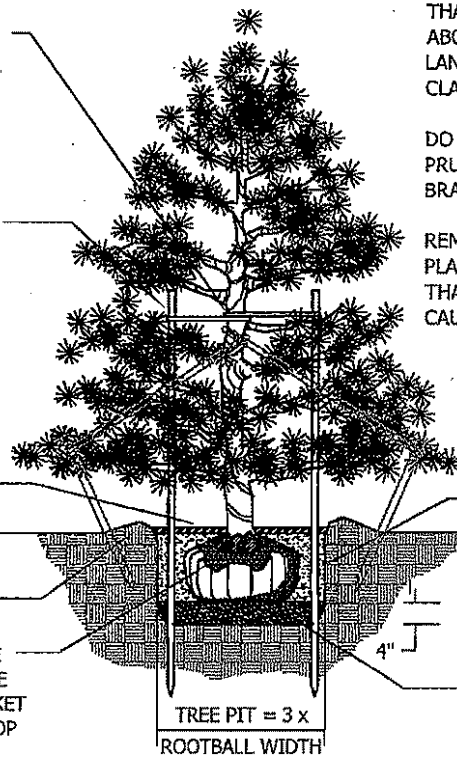
STAKE TREES AT FIRST BRANCH  
USING 2"-3" WIDE BELT-LIKE  
NYLON OR PLASTIC STRAPS.  
ALLOW FOR SOME MINIMAL  
FLEXING OF THE TREE.  
REMOVE AFTER ONE YEAR.

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.

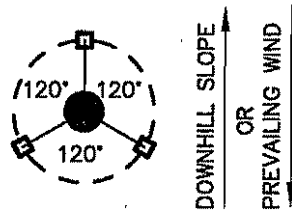
DO NOT PRUNE TERMINAL LEADER.  
PRUNE ONLY DEAD OR BROKEN  
BRANCHES.

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



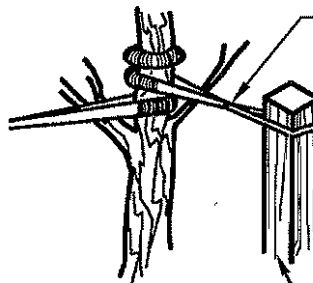
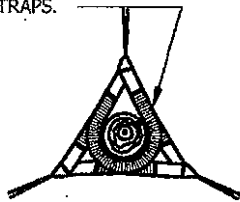
NOTE:

ORIENT STAKING/GUYING TO PREVAILING WINDS, EXCEPT ON SLOPES GREATER THAN 3:1 ORIENT TO SLOPE.

USE SAME STAKING/GUYING ORIENTATION FOR ALL PLANTS WITHIN EACH GROUPING OR AREA

STAKING/GUYING LOCATION

2"-3" WIDE BELT-LIKE NYLON OR PLASTIC STRAPS.



2"-3" WIDE BELT-LIKE NYLON OR PLASTIC STRAPS.

STAKES AS SPECIFIED 3 PER TREE

GUYING DETAIL

STAKING DETAIL

TREE STAKING DETAIL

Not to scale





cityofnovi.org

## 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 (with the shaded areas deleted or crossed out):

~~"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose not obligation or liability of any kind upon the company, its agents or representatives."~~

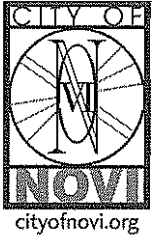
3. **It is required that all policies (except Professional Liability) shall name the City of Novi, its officers, agents and employees, the Novi Public Library, it's officers, board members, agents and employees as additional insured.** Certificates of Insurance evidencing such coverage shall be submitted 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.



**CITY OF NOVI**  
**GENERAL CONDITIONS**

**PREPARATION OF BID/ REQUEST FOR PROPOSALS**

1. Bidders/Proposers are expected to examine specifications and all instructions. Failure to do so will be at the bidder's risk.
2. The City of Novi is not liable for any costs incurred by bidders/proposers prior to issuance of an award/contract. Each bidder/proposer shall furnish all information required in the Bid/RFP package. Any erasures or changes must be initialed by the person signing the bid/proposal form. Corrections or modifications received after the closing time specified will not be accepted.
3. The City of Novi reserves the right to amend this bid prior to the bid opening date indicated. Only written addenda will be binding. If upon review, material errors in specifications are found, contact the Purchasing Department immediately, prior to the bid opening date to allow for review and subsequent clarification on the part of the City of Novi.

**SUBMISSION OF BID/REQUEST FOR PROPOSALS**

1. To be considered, each firm must submit a complete response. The bid/proposal must be signed by an authorized agent of the bidding/proposing firm to bind the submitter to its provisions.
2. The required number of copies of the bid/proposal shall be submitted in a sealed envelope and shall include the following information on the face of the envelope:

Bidder's/Proposer's Name  
Address  
Name of Bid/RFP

Failure to do so may result in a premature opening or failure to open such proposal. Bidders must use attached bid proposal form when included. Those which do not comply with these conditions are subject to rejection.

3. Should any prospective bidder/proposer be in doubt as to the true meaning of any portion of this bid/RFP or should the prospective bidder/proposer find any patent ambiguity, inconsistency, or omission therein, the bidder/proposer shall make an emailed request for an official interpretation. Such request shall be submitted to the Purchasing Manager by the last date for questions listed in the Instructions to Bidders section.
4. Such interpretation, as well as any additional information will be made only as an addendum which will be mailed or delivered to each firm recorded as having received a copy of the original bid/proposal package.
5. Bidders/Proposers are responsible for the timely receipt of their bid/RFP. Delays in the mail will not be considered. Any proposal received after the stated deadline will not be considered or opened. Faxed bids/proposals are not accepted.
7. A bid/RFP may be withdrawn by giving written notice to the Purchasing Manager before the stated closing time. After the stated closing time, no bid/RFP may be withdrawn or canceled for a period of one hundred twenty (120) days after stated closing time.

8. The firm, by execution of the proposal, thereby declares that the proposal is made without collusion with any other person, firm, or corporation making any other proposal, or who otherwise would make a proposal.

### **DISCLOSURE**

All information in the bidder's/proposer's proposal is 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 thereto.

### **CONSIDERATION OF PROPOSALS**

1. In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder/proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the bidder/proposer states in his/her proposal what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such proposal.

2. The Purchasing Manager hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.
3. Samples for testing may be requested by the City of Novi during bid/proposal evaluation. Samples shall be free to the City. Failure to provide samples or demonstrations on a timely basis will be justification for bid/proposal rejection.
4. All City of Novi purchases require a Material Safety Data Sheet, ("MSDS"), where applicable, in compliance with Miosha "Right To Know" law. The MSDS must include the following information:
  - A. The chemical name and the common name of the toxic substance.
  - B. The hazards or other risks in the use of the toxic substance, including:
    - 1) The potential for fire, explosion, corrosivity, and reactivity;
    - 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
    - 3) The primary routes of entry and symptoms of overexposure.
  - C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
  - D. The emergency procedure for spills, fire, disposal, and first aid.
  - E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
  - F. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

### **BID/RFP AWARD**

1. Upon receipt of materials, each bid/proposal will be reviewed. Bids/proposals may be reviewed with respect to, but not limited to, the following factors:
  - A. Unit Price - In case of mistakes in extension, the unit price shall govern.
  - B. Total Price
  - C. Delivery Time
  - D. City of Novi's evaluation of vendor's ability to perform.
  - E. Vendor's past performance record
  - F. City of Novi's experience with products bid
  - G. Results of testing samples (if requested)
  - H. Specific needs and requirements of the City of Novi
  - I. References

The departmental recommendation will be placed on the agenda for action by the City Council.

2. The City of Novi reserves the right to award the bid/proposal in its entirety or to subdivide the award according to the best interests of the City of Novi.
3. After contract award, a summary of total price information for all submissions will be furnished to those vendors participating in the bid/RFP.
4. The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

**TERMS**

1. All bid prices will be based on F.O.B. (City of Novi) our location.
2. It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all State and Federal taxes applying on all items and quotes contained with the proposal. All bids are tax-exempt, State of Michigan, #386032551.
3. Where applicable, a packing list shall accompany each shipment and shall include the following information:
  - A. Name and address of vendor
  - B. Name of requesting department
  - C. **CITY OF NOVI PURCHASE ORDER NUMBER AND DEPARTMENT CODE**
  - D. Description of material shipped, including item numbers, quantity, number of packages.
4. Invoices shall be sent directly to:

THE CITY OF NOVI  
ATTN: FINANCE DEPARTMENT  
45175 West Ten Mile  
Novi, Michigan 48375

**INVOICES MUST CONTAIN THE CITY OF NOVI PURCHASE ORDER NUMBER AND DEPARTMENT CODE IN ORDER TO BE PROCESSED IN A TIMELY MANNER.**

5. Fund Out -The City of Novi shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the City of Novi may terminate this contract upon thirty (30) days prior written notice to the contactor.
6. Non-Performance – If in the opinion of the City of Novi, the contractor fails to perform after reasonable notice, or the contractor willfully or negligently does not comply with specifications, requirements, terms and conditions of the contract, the City reserves the right to cancel the contract by means of written notification.

## CHECK LIST FOR BIDDERS

All information required by the terms of the bid documents must be furnished.

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

Important items for you to check are included in, but not limited to, those listed below. This checklist is furnished only to assist you in submitting a proper bid. Check as you read.

- \_\_\_\_\_ Is your bid properly signed? (refer to bid documents)
- \_\_\_\_\_ If required, have you entered a unit price for each bid item?
- \_\_\_\_\_ If required, have you entered the unit price or lump sum price in both words and figures? (unit price or lump sum price in words governs)
- \_\_\_\_\_ Are decimals in unit price in the proper places? Are your figures legible?
- \_\_\_\_\_ Is the envelope containing your bid properly identified that it is a sealed bid and does it contain the correct project name and bid opening date?
- \_\_\_\_\_ If required, are references included?
- \_\_\_\_\_ Will your bid arrive on time? Late bids will not be considered. Bids must be received by the **Office of the City Clerk before the time specified on the date specified.**
- \_\_\_\_\_ Are any bid bonds or bid deposits, if required, included in your bid package?
- \_\_\_\_\_ Addendum, if required, acknowledged on your bid proposal?
- \_\_\_\_\_ Did you include an **unbound completed original (marked as "Original")** plus the required number of copies of your bid? The unbound original may be clipped but should not be stapled, bound or placed in a binder.