

**CITY OF IMLAY CITY
ADVERTISEMENT FOR BIDS
LANDSCAPING SERVICES- DOWNTOWN**

The City of Imlay City is seeking sealed bids for Landscaping Services for Downtown Areas until 12:00 p.m., Monday April 10, 2023. Bids should be clearly marked "LANDSCAPING SERVICES-DOWNTOWN" and submitted to the Office of the DDA Director, ATT: Christine Malzahn, 150 North Main Street, Imlay City, MI 48444. Bid forms and specifications may be obtained at the City Hall front desk located at 150 North Main Street, by calling Christine Malzahn, DDA Director at (810) 724-2135 or online at www.icdda.com. The City reserves the right to accept or reject any or all bids, to waive any irregularities and to accept the bid deemed to be in the best interest of the City.

Dawn-Sawicki-Franz
City Clerk

LANDSCAPING SERVICE 2023 – SUMMARY
Imlay City Downtown Development Authority
150 N. Main Street
Imlay City, MI 48444
810.724.2135

The Imlay City Downtown Development Authority is seeking qualified firms to prepare and submit proposals for Landscaping and Maintenance in Downtown Imlay City.

PURPOSE & OBJECTIVES

The DDA is interested in receiving proposals from companies or agencies with the ability and interest in providing any or all of these services. A minimum of a one (1) year contract with options to renew for up to 3 additional years will be negotiated. The service contract will cover a time period that begins April 15, 2023 and ends April 14, 2024.

In order to evaluate the proposals on an equal basis and to ensure the proposals meet the minimum goals of the DDA, each proposal should, at a minimum, address the following terms and conditions for services being bid identified in “Definition of Services.”

DEFINITION OF SERVICES

BID ITEM # 1

STREET BUMPOUTS AND PUBLIC AREAS – FURNISHING AND INSTALLING ALL LANDSCAPE MATERIALS

During the term of the contract, the Contractor shall be responsible for the following:

- Furnishing and installing all landscaping materials. The types and quantities of the landscaping materials (annuals or perennials) shall be agreed upon by the Director of the DDA and the Contractor before planting. Contractor shall identify the types and quantity of materials to be included in a typical setting. There may be different materials required depending upon the situation of location, sun, shade, etc. The DDA would prefer that colorful annuals line the bump outs during the spring and summer.
- Furnishing a list of any nursery intending to supply the necessary plant materials. The DDA reserves the right to inspect plant materials before awarding this contract and at any time during this contract. The DDA encourages the use of a local nursery.
- Selecting specimen quality plants (unless specifically noted otherwise) that are sound, healthy, and vigorous with normal habit of growth and well-developed rooted systems.
- Ensure plants shall be free of diseases, insects, pests, egg or larva.
- Ensuring plants shall not remain unplanted for longer than 3 days after delivery unless proper protection against drying is provided. Plants that have not been properly protected will not be accepted.

- Locating all underground irrigation lines and objects prior to excavating. Damaged lines will be the responsibility of the contractor.
- Removing and disposing of all annual plant materials from the identified bump outs.
- Ensuring the surrounding paved/brick paver areas shall be kept free from accumulations of waste matter or debris at all times during the progress of work.
- After planting operations have been completed, removing trash, excess soil, empty plant containers and rubbish from the area. The Contractor shall leave the site area broom-clean and shall wash down paved area, leaving the area in a clean and safe condition.
- Turning and aerating the existing topsoil in each bump out.
- Adding mulch in each bump out. Mulch to be 4 inches deep (but not more than 5 inches deep), single, shredded native hardwood bark mulch, not larger than 3 inches in length and ½ inch in width, free of wood chips and sawdust.
- Adding plant mix where required, to be prepared by mixing 1/3-part topsoil, well mixed with 1/3-part peat and 1/3-part existing soils.
- Setting all plants shall be so that when settled they will bear the same relation to the finished grade as they bore to the natural grades before being transplanted.
- Fertilizing, at the discretion of the Contractor, to ensure proper life and health of planted materials.
- Soaking all planted materials with water immediately after planting. Watering will be the Contractor's responsibility until the job is completed and accepted by the DDA Director. The Contractor shall be responsible for watering all planting upon installation using the DDA's irrigation system, pruning and applying such sprays as are necessary to keep the planting free of insects and disease until the end of the warranty period.
- Privately owned property is specifically excluded from the services included in this bid item.
- Examples of the public area to be covered under this bid item include, but are not limited to, the following:
 - M-53 and Third Street Entrance/Gateway
 - Corner of Fourth and Almont Streets
 - Third Street, Almont Avenue and Bancroft Street within the DDA district
 - Pocket Park located on south side of Third Street and East of Bancroft (no annuals)
 - Pocket Park located on north side of Third Street and West of Bancroft (no annuals)
 - Bancroft Street Parking Lot (no annuals)
 - Area around the building located at 150 Bancroft Street (no annuals)
 - Depot Drive (no annuals) (to include fence line running along railroad tracks)
 - Lamb Steele Building West Side (no annuals)
 - Lamb Steele Park including gazebo (no annuals)

- Wayfinding Signs throughout the downtown (no annuals)
 - Police Station
 - Pool/Senior Center
 - Fire Hall
 - Rotary Park
 - Lamb Steele Park
 - Farmers' Market
 - Department of Public Works
 - Waste Water Treatment
 - Municipal Office
 - Digital Sign on M-53
 - Industrial Park
- M-21 and Almont Avenue Sign/ Entrance (no annuals)
- Industrial Park Entrance (M-53 and Morrice Boulevard) (no annuals)

BID ITEM # 2

STREET BUMPOUTS AND PUBLIC AREAS – MAINTENANCE OF PLANT MATERIAL

During the term of the contract, the Contractor shall be responsible for the following:

- Maintaining **all** plant material for a period equal to the term of the agreement.
- Maintaining bump outs and other public areas based upon the design as approved by the DDA and Contractor upon the contract discussions. Including but not limited to: weeding, trimming of bushes and removing dead flower heads after bloom and removing litter.
- Pruning, spraying, trimming, watering, and fertilizing flowers that have been installed in the public areas. Weeding, replacing top soil and mulch and removing all dead plant material (leaf, twigs, etc.) from the bump outs and public areas on an as-needed basis in order to maintain the quality and overall appearance of downtown, or as deemed necessary by the DDA.
- Submitting a record of all fertilizers, herbicides, insecticides, and disease control chemicals used.
- Reporting all materials found dead, missing or in poor condition during the maintenance period to the DDA Director immediately. All plants which in the opinion of the DDA Director are dead, unsightly or have lost natural shape due to excessive pruning or inadequate or improper maintenance by the Contractor, will be removed and replaced within two (2) weeks of notification by the DDA Director and at no additional cost of the owner.
- Maintaining mulch to help reduce evaporation and the frequency of watering.
- Ensuring all pruning cuts are made to lateral branches, buds, or flush with trunk. Stubbing will be permitted. Shrubs shall be clipped into whatever shape is aesthetically pleasing and appropriate for where situated.

- Preparing bump outs and public areas after spring months and for winter months, removing all dead plant materials, etc.
- Examples of the public area to be covered under this bid item include but are not limited to the following:
 - M-53 and Third Street Entrance/Gateway
 - Third Street, Almont Avenue and Bancroft Street within the DDA district
 - Pocket Park located on south side of Third Street and East of Bancroft
 - Pocket Park located on north side of Third Street and West of Bancroft
 - Bancroft Street Parking Lot
 - Area around the building located at 150 Bancroft Street
 - Depot Drive
 - Lamb Steele Building West Side
 - Lamb Steele Park including gazebo
 - Wayfinding Signs throughout the downtown
 - Police Station
 - Pool/Senior Center
 - Fire Hall
 - Rotary Park
 - Lamb Steele Park
 - Farmers' Market
 - Department of Public Works
 - Waste Water Treatment
 - Municipal Office
 - Digital Sign on M-53
 - Industrial Park
 - M-21 and Almont Avenue Sign/ Entrance
 - Industrial Park Entrance (M-53 and Morrice Boulevard)

TIMELINE

- Advertisement of RFP during the week of March 29, 2023 and April 5, 2023.
- Bids due April 10, 2023, at 12:00 PM (Noon)
- Opening of bids April 10, 2023 at 12:00 PM (Noon)
- Contract granted / approved at the April DDA Meeting / City Commission Meeting

EMPLOYEES

The Contractor shall provide the name and phone number of a supervisor dedicated to the City's downtown maintenance program. The Contractor shall provide all other staff contacts that will be responsible for the implementation of the contract during the life of the contract. All employees shall be the responsibility of the Contractor, who shall be solely responsible for the terms and conditions of their employment and remuneration. The Contractor agrees that all employees shall meet the DDA's standard of appearance and etiquette, adhering to the same regulations that are promulgated by the City with respect to the department of its employees. Each employee shall wear a clearly identifiable uniform that has been approved by the DDA. Each employee will be in possession of a valid Michigan operator's, chauffeurs, or other license appropriate for the type of

vehicle or equipment that is being operated, and the DDA's designee shall produce license upon demand. The DDA reserves the right to refuse the service of any employee of the Contractor who does not meet the standards stipulated herein. Contractor shall be responsible for replacement of said employee immediately so as not to disrupt services. When working in or near roadways, employees of Contractor must be wearing neon yellow or orange to increase visibility.

MATERIALS AND EQUIPMENT

The Contractor will provide all items used in the course of providing the requested services as set forth in this document. The Contractor shall be solely responsible for all repairs, maintenance, and storage of vehicles and or equipment used in the course of providing the requested services set forth in this document.

HOLD HARMLESS

The Contractor hereby agrees and undertakes to indemnify and save the City of Imlay City and the DDA harmless of and from all claims, demands, and rights of action of every name, nature and description whether arising under State or Federal statutes, or at common law, for injury or alleged injury to persons whether employees of the City, or the Contractor, or to third parties, and for damages or alleged damage to property regardless of to whom it may belong to in whose custody it may be, arising through, on account of, or out of this agreement and formed negligently or otherwise. The Contractor will, upon notice from the City, settle, adjust or defend the same at its sole cost and expense, and without expense to the City, and will pay any judgment rendered therein, together with costs of the court.

HOURS OF PERFORMANCE

The Contractor shall identify the number of personnel that will be provided to perform each bid item, the hours and days of the week that they will be working (unless specifically indicated in this document) and an anticipated work schedule. Neither the workers nor the services they are providing shall be conducted so it will interfere with a business or its customers.

COSTS

The successful Contractor shall provide a cost breakdown for each item being bid.

REFERENCES AND EXPERIENCE

In addition to adhering to the above terms and conditions, the prospective Contractor should be able to provide the following:

- A demonstrated knowledge and the ability to undertake and perform the services being requested upon which the bid is being provided.
- A brief company history and background with regard to company reliability, experience and the ability of service persons directly employed or supervised by the contractor to render prompt and satisfactory service. The background should include a list of references.
- A list of the roles and responsibilities of the individual who will be directly involved with the supervision of the persons providing the service or service(s).

LICENSE(S), PERMITS AND INSURANCE

The Contractor shall maintain and provide copies of all required or necessary licenses, City, State and Federal. The Contractor shall obtain and pay for any permits, fees and assessments required by the City of Imlay City for execution of the work herein described. A proof of the following insurances must be received by the DDA before work can be done; Workers' Compensation Coverage (Statutory), Employers Liability Coverage (\$500,000), Commercial General Liability (\$1,000,000), and Automobile Liability (\$1,000,000).

START UP

The term of the contract shall be from April 15, 2023 through April 14, 2024. The successful Contractor shall be prepared to start with all services on April 15, 2023.

EVALUATION

The following process will be utilized in the selection of a firm for this project:

1. A firm shall submit its response to this request for proposals to the DDA on or before Noon, Monday, April 10, 2023.
2. The DDA Director will review all proposals at the time of bid openings, 12:00 p.m. EST on Monday, April 10, 2023. Proposals deemed to be in the best interest of the DDA shall be selected for a phone call and/or walk through of the downtown.
3. Upon completion of phone calls and walk through, the DDA Director intends to select a "preferred firm" with any and all of the bid request items. If an agreement/contract cannot be reached with the first selection, the DDA reserves the right to terminate discussions and begin negotiating with another applicant. The agreement/contract will be executed with a single entity, but this does not preclude a consortium effort. Any necessary clarifications and or adjustments to bid items and required services shall take place during such negotiations.
4. The agreement/contract will then be reviewed and approved by the DDA Board of Directors.

Selection criteria will include, but are not limited to:

Estimated costs
Relevant experience
Qualifications of selected firms
Selected plant material

When the DDA Director selects a final proposal, her recommendation will be forwarded to the DDA Board for action. The DDA may award one contract or any combination of contracts. The items may be awarded as a package or separately.

The DDA and City of Imlay City reserve the right to accept or reject any or all bids, to waive any irregularities and to accept the bid deemed to be in the best interest of the DDA and/or City.

RESPONSES

Sealed proposals with EIGHT (8) copies to this request for proposal shall be submitted no later than 12:00 p.m. EST on Monday April 10, 2023 Please clearly mark the outside of the response, **“DOWNTOWN LANDSCAPING SERVICES”** and deliver to:

City of Imlay City
Downtown Development Authority
150 N. Main Street
Imlay City, Michigan 48444
Attention: Christine Malzahn, Director

CONTACT

Questions regarding the Bid Items should be directed to:

Christine Malzahn, Director
Imlay City Downtown Development Authority
810.724.2135 (office)
810.441.8636 (cell)
ddadirector@imlaycity.org

PROPOSAL FOR
CITY OF IMLAY CITY
DOWNTOWN DEVELOPMENT AUTHORITY
LAPEER COUNTY, MICHIGAN

CITY OF IMLAY CITY
150 NORTH MAIN STREET
IMLAY CITY, MI 48444

BIDS DUE: MONDAY, APRIL 10, 2023
BEFORE 12:00 P.M. EST

The undersigned, as a Bidder, declares that he/she has familiarized themselves with the location of the proposed project in the City of Imlay City and the conditions under which it must be constructed; also, that he/she has carefully examined the Plans and Specifications which they understand and access as sufficient for the purpose and agrees that he/she will contract with the City of Imlay City to furnish all labor, material, equipment, and insurance necessary to do all the work specified and prescribed and that they will accept in full payment therefore the sum of:

1. STREET BUMPOUTS AND PUBLIC AREAS-
FURNISHING AND INSTALLING ALL
LANDSCAPE MATERIALS \$ _____

2. STREET BUMPOUTS AND PUBLIC AREAS –
MAINTENANCE OF PLANT MATERIAL \$ _____

TOTAL BID PROPOSAL AMOUNT \$ _____

COMPANY NAME _____

COMPANY ADDRESS _____

CONTACT NAME AND NUMBER _____

The DDA and City of Imlay City reserve the right to accept or reject any or all bids, to waive any irregularities and to accept the bid deemed to be in the best interest of the City of Imlay City and/or the Imlay City Downtown Development Authority.