



**CITY OF TORRINGTON  
REQUEST FOR PROPOSAL  
RFP #MCG-040-070213**

**DESIGN, PLANTING, AND MAINTENANCE OF COE MEMORIAL PARK GARDENS**

The City of Torrington is seeking qualifications of an experienced horticulturalist or company to provide seasonal landscape, design, planting and diligent care for the gardens at Coe Memorial Park located on Litchfield Street in Torrington, CT. This RFP will be for the company or individual(s) responsible for **ALL** materials such as compost, plants, shrubs, supplies, tools, equipment, and labor necessary to design seasonal displays and maintain the Gardens at Coe Memorial Park.

Interested parties are requested to submit a sealed original proposal and thirteen (13) copies of qualification data to the Office of the Purchasing Agent, 140 Main Street, Room 206, Torrington, CT 06790, during normal office hours but no later than Tuesday, July 2, 2013 at 10:00 AM. Envelopes should be clearly marked: **“RFP #MCG-040-070213, DESIGN, PLANTING, AND MAINTENANCE OF COE MEMORIAL PARK GARDENS.”** In the case where City Hall is closed for weather related or some other emergency related circumstance, the submittals shall be due the next day when City Hall reopens for business, not later than 10:00 am on that day. Proposals received after this date and time will be rejected.

Questions must be submitted by Thursday, June 20, 2013 by 12:00 noon. All questions should be submitted by email to [pennie\\_zucco@torringtonct.org](mailto:pennie_zucco@torringtonct.org). Questions will be answered through an addendum(s) which will be posted on the City of Torrington website. Interested firms should check the website 48 hours before the closing date. Firms mailing proposals should allow for normal delivery time to ensure timely receipt of their proposals. **Proposals may not be submitted by e-mail.**

All Proposals will be considered valid for a period of sixty (60) days from the date of opening. The sixty day period may be extended upon written mutual agreement.

The City of Torrington reserves the right to accept or reject any or all proposals, to waive any informalities, or to accept any bid deemed in the best interest of the City of Torrington and which it feels best serves the public.

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Pennie Zucco  
Purchasing Agent

Dated: June 3, 2013



**CITY OF TORRINGTON  
REQUEST FOR PROPOSAL  
RFP #MCG-040-070213  
DESIGN, PLANTING, AND MAINTENANCE OF COE MEMORIAL PARK GARDENS**

**PURPOSE:**

The City of Torrington is seeking qualifications of an experienced horticulturalist or company to provide seasonal landscape, design, planting and diligent care for the gardens at Coe Memorial Park located on Litchfield Street in Torrington, CT. This RFP will be for the company or individual(s) responsible for **ALL** materials such as compost, plants, shrubs, supplies, tools, equipment, and labor necessary to design seasonal displays and maintain the Gardens at Coe Memorial Park. A new contract is anticipated to begin in January 2014.

**CLARIFICATIONS:**

Questions shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will be transmitted by written addendum(s) only.

All information given by the City except by written addendum(s) shall be informal and shall not be binding upon the City nor shall it furnish a basis for legal action by any Proposer or prospective Proposer against the City. Questions will be answered through an addendum(s) which shall be posted on the city's website. Potential respondents are responsible for checking the city's website within 48 hours of the opening.

Potential bidders may present questions to the City Purchasing Agent by EMAIL only.

Send inquiries to: ***pennie\_zucco@torringtonct.org***

Cut-off for questions is Thursday, June 20, 2013 at 12:00 Noon. The Purchasing Agent will post an addendum(s) on the City website by Wednesday, June 26, 2013. The City website is [www.torringtonct.org](http://www.torringtonct.org). The addendum(s) will present all bidder questions and the City's response. **Signed Addendum(s) must be submitted with bid. Failure to comply with this requirement is grounds for bid disqualification.** Phone inquiries to the Purchasing Agent are not allowed. Calls regarding this bid to any City Hall employee, Coe Park Committee member or local officials are in violation of the exparte communication regulation of this bid: violators will be eliminated from consideration.

**SITE VISITS:**

Site visits will only be held with the selected company(ies) and not as part of this qualification process.

## **SCOPE OF WORK:**

The City of Torrington invites all qualified, interested parties to respond to this Request For Proposal (RFP) to provide seasonal landscape design, planting, and maintenance services for Coe Memorial Park Gardens, located on Litchfield Street in Torrington, CT. The attached maps, Exhibit A and Exhibit B, depict the geographic area of the park and Exhibit C outlines the scope of work in the current Contract (with the present contractor) for Horticultural and Related Services at Coe Memorial Park. The scope of this project will require the submission of a proposed landscape design for designated flower beds on the grounds at Coe Memorial Park to include incorporating existing garden plantings. The scope of work will also include developing a maintenance plan outlining how the shrub beds and flower beds will be cared for on an annual basis for length of the contract. The scope of work will also include a breakdown of costs for physically planting and maintaining (including but not limited to, watering as necessary beyond the existing irrigation program within the park, weeding, mulching, pruning, organic/natural chemical application and the removal of debris) including annuals and perennials, in addition to the existing plantings, shrubs, ornamental grasses and other selective plants at Coe Memorial Park. A new contract is anticipated to begin in January 2014. All design and maintenance plans shall be broken down by seasons, totaling four (4) – Spring, Summer, Fall, and Winter (putting the gardens to bed).

## **REQUEST FOR PROPOSAL CONTENT:**

The City of Torrington has prepared a Request For Proposal to retain a contractor for a multi-year contract for the following project: **“RFP #MCG-040-070213, DESIGN, PLANTING, AND MAINTENANCE OF COE MEMORIAL PARK GARDENS.**

Responses must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification. Request For Proposal should be submitted and organized in such a manner to convey pertinent information and shall be formatted in the following order:

- 1. Title Page**
- 2. Table of Contents**
- 3. Letter of Transmittal**
- 4. Company Information**
  - a. Name of Firm.
  - b. Permanent office address, phone number, and email for the point of contact within the Proposer's organization.
  - c. Date firm organized.
  - d. Legal Form of ownership (If a corporation, indicate where incorporated.)
  - e. How many years have you been engaged in services you provide under your present name?
- 5. Personnel Qualifications**

Provide a listing of proposed staff and staff location that would complete the design work, along with their resumes. Each resume shall include years of experience, the individual's qualifications, licenses, and certifications, and their relevant experience for completing the scope of work.
- 6. Similar Project Experience**

Provide a listing of projects of a similar nature to those included in the Scope of Work in this RFP that the proposer has completed within the last three (3) years. Additionally,

please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Torrington. Portfolio's outlining past experience in horticulture shall include; photos, drawings, design renderings, descriptions, contacts, etc.

**7. Client References**

Provide at least five (5) references, including contact name, address, phone numbers, and project title and summary where similar services have been completed. Include any work completed in municipal parks.

**8. Services Expected of the City**

Identify the nature and scope of the services that would be generally required of the City in your undertaking of this project.

**9. Conflict of Interest**

Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

**10. Information Regarding Failure to Complete Work, Default and Litigation**

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Are there any other facts or information that could affect your firm's ability to perform the types of services being sought by the City about which the City should be aware?

**11. Required Forms**

Non-Collusion Affidavit, Consent of Surety Company, Acceptance of Terms of this Agreement, Insurance Certificate and any additional forms the City may require.

**12. Additional Information**

Provide any additional information about your company that is relevant to this RFP that you believe will assist the City in making its selection.

**13. Budget Proposal**

In a separate sealed envelope, please provide your company's proposed cost for completing all services outlined in the Scope of Work in this RFP. Envelopes will remain sealed until the short-list interview process. The proposals including all labor and materials shall not exceed Sixty-Five Thousand Dollars (\$65,000.00) for the complement of services and materials as described in the scope of work.

**INSTRUCTIONS:**

- Request For Proposal shall be submitted to the attention of Pennie Zucco, Purchasing Agent, 140 Main Street, Room 206, Torrington, CT 06790 by Tuesday, July 2, 2013 at 10:00 AM. Request For Proposal shall be submitted in a sealed envelope and shall be clearly marked "**RFP #DCG-040-070213, DESIGN, PLANTING AND MAINTENANCE OF COE MEMORIAL PARK GARDENS**".
- Any RFP's received after the time and date specified will be returned, unopened.
- All Request For Proposal forms shall be properly executed by an officer of the company.

- RFP Information can be obtained on the City of Torrington Website at [www.torringtonct.org](http://www.torringtonct.org).
- At the discretion of the Selection Committee, short-list interviews may be conducted for any or all respondents.
- Site visits will only be held with the selected company(ies) and not as part of this qualification process.

#### **ELIGIBILITY:**

The City will select contractors from those submitting RFPs for subsequent interviews as necessary. The contractor chosen for this project will be in accordance with a quality based selection process. **Eligible respondents will be those qualified parties that have the following qualifications:**

1. Demonstrated experience in providing seasonal landscape design services, including but not limited to performing planting, pruning and general maintenance of flower gardens.
2. Experience in designing and planting Victorian Gardens.
3. Experience and ability to work in a public park setting.
4. Experience with preparing maintenance and design reports.
5. Knowledge in current horticultural practices.
6. Assigned staff must have the necessary experience, organization, technical and professional qualifications, skills and equipment to successfully perform the required services described in the scope of work of this RFP.

**Proposer shall not have any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees.**

#### **SUBMITTALS:**

One original and thirteen (13) paper copies of the response shall be placed in a sealed envelope and clearly marked **“RFP #MCG-040-070313, DESIGN, PLANTING, AND MAINTENANCE OF COE MEMORIAL PARK GARDENS”**.

In a separate sealed envelope, please provide your company’s proposed cost for completing all services outlined in the Scope of Work in this RFP. Envelopes will remain sealed until the short-list interview process.

Responses must be received at the following address no later than 10:00 AM on Tuesday, July 2, 2013. **Proposals received later than time and date specified will not be considered.**

**Office of the Purchasing Agent  
City Hall  
140 Main Street, Room 206  
Torrington, CT 06790**

In the event of the closure of City Hall, the bid will be opened on the following business day that City Hall is opened by 10:00 a.m. No fax or e-mail Bids will be accepted. Firms mailing proposals should allow for normal delivery time to ensure timely receipt of their proposals. The City will not be liable for any costs incurred by vendor in the preparation or submission of a proposal. All proposal submissions and materials become property of the City and will not be returned.

## **INDEMNIFICATION:**

To the fullest extent permitted by law, the Firm shall indemnify and hold harmless the City and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Firm's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Firm, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Firm to perform or furnish either of the services, or anyone for whose acts the Firm may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the City or any of its consultants, agents or employees by any employee of Firm, by any person or organization directly or indirectly employed by Firm to perform or furnish any of the work, or by anyone for whose acts Firm may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for Firm under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

## **NON-DISCRIMINATION:**

The respondent agrees and warrants that in the performance of the contract pursuant to this solicitation he/she will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut or the City of Torrington.

## **INSURANCE REQUIREMENTS:**

**Certificate of Insurance:** All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogate against the City, its subsidiaries, employees, volunteers, directors and officers. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the City of Torrington Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Torrington, 140 Main St., Torrington, CT, its subsidiaries, employees, volunteers, directors & officers as the "Additional Insured" and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage.

**Workman's Compensation Insurance:** The Contractor shall take out and maintain during the life of the contract adequate Workman's compensation Insurance for all the employees employed on said work. In case any class of employees or subcontractors is engaged in hazardous work under the contract at the site of the work is not protected under the Workman's Compensation statute, the contractor shall provide Workman's Compensation Insurance for the protection of employees not otherwise protected.

**Liability Insurance:** The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in

an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

**Vehicle Insurance:** The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverages of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverages required by the State of Connecticut or requested by an official of the City of Torrington as relates to the contract.

**Additional Security:** The City of Torrington reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the City of Torrington, its property and goods.

The City of Torrington reserves the right to accept or reject any or all Proposals; to waive any informalities or technicalities, to negotiate and award a contract that it determines best meets their needs and best serve the public interests of the City of Torrington.

All Proposals will be considered valid for a period of sixty (60) days from the date of opening. The sixty day period may be extended upon written mutual agreement.

## **SELECTION PROCESS:**

**Review Process:** All proposals will be reviewed by a selection committee.

The City reserves the right to waive non-material deficiencies in any proposal.

Proposals will be evaluated based on what is deemed to be in the best interests of the City, including such factors as the firms experience and expertise in providing seasonal landscape, design, planting and diligent care for the gardens at Coe Memorial Park located on Litchfield Street in Torrington. Cost will not be the sole factor in evaluating bids.

A list of finalists will be developed and firms may be interviewed by the Selection Committee after the proposals are received. Specific information required for the interviews will be provided to finalists at the time of notification.

If interviews are held, they will be 30-45 minutes long. Initial presentations will be limited to 15 minutes. The final 15-30 minutes will be reserved for questions from the Selection Committee and subsequent discussion. The key person to be assigned to this project must be present at this interview. The City expects to complete its review of all proposals and select the tentative bidder within three weeks after the receipt of proposals. If necessary, the City may extend that review period.

Selection as the preferred proposal does not provide any contract rights to that firm. Any such rights shall accrue only if and when the City and the firm execute a binding contract. The City reserves the right to negotiate with the successful firm in any manner necessary to best serve the interests of the City. If the City fails to reach an agreement with the selected firm, the City may commence negotiations with an alternative firm or reject all firms and reinstitute the RFP process.

Companies are advised that should budgetary constraints dictate, part, and/or all the items in

this RFP may be rejected. This decision shall be considered final and not subject to recourse by the proposer.

In determining the lowest or highest responsible bidder, the City reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.

**EXPARTE COMMUNICATION:**

To insure the proper and fair evaluation of a bid, the City of Torrington prohibits exparte communication (i.e., unsolicited communication including but not limited to verbal, telephone, written or internet) initiated by the Bidder to a City Official, building committee member, or employee evaluating or considering the bids prior to the time a bid decision has been made. ANY AND ALL VIOLATIONS OF THIS REGULATION WILL RESULT IN THE ELIMINATION OF THE BID FROM CONSIDERATION, AND REPEAT OFFENDERS MAY BE DISQUALIFIED FROM FUTURE BIDS AS WELL.

Communication between Bidder and the City will be directed in writing or by Email to the Purchasing Agent only. The Purchasing Agent will obtain the information or clarification needed.

**NON-COLLUSION STATEMENTS:**

In order for bids to be considered, a non-collusion statement must be submitted with the bid. A sample non-collusive bid statement is attached. Bidders may elect to submit their own notarized non-collusion statement. FAILURE TO INCLUDE THE NON-COLLUSION STATEMENT WILL ELIMINATE THE BID FROM CONSIDERATION.

**SUBCONTRACTORS:**

THE SUCCESSFUL BIDDER SHALL NOT EMPLOY ANY SUBCONTRACTOR TO FULFILL ANY OF THE DUTIES HEREING SPECIFIED WITHOUT EXPRESS, PRIOR WRITTEN APPROVAL OF THE CITY OF TORRINGTON OR ITS DESIGNATED AGENT.

The City of Torrington reserves the right to accept or reject any or all bids, or any portion thereof, to waive technicalities, and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.

No additional charges will be allowed without prior owner approval.

**TERMINATION OF CONTRACT:** Any contract entered into by the City and the successful bidder shall provide that the City may terminate the contract upon thirty (30) days notice to the bidder.



**APPENDIX A**

**SAMPLE FORM**

**RFP #MCG-040-070213**

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, being first duly sworn, deposes and says that:

1. I am \_\_\_\_\_ of \_\_\_\_\_, the bidder that has submitted the attached request for proposal for \_\_\_\_\_;

2. I am fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Torrington or any person interested in the proposed Bid; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Printed) \_\_\_\_\_

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and sworn to before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public Printed

\_\_\_\_\_  
Notary Public Signature

My commission expires \_\_\_\_\_

**NOTE: Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.**

**SAMPLE FORM**

**RFP #MCG-040-070213**

**CONSENT OF SURETY COMPANY  
TO RELEASE FINAL PAYMENT**

- City
- Architect
- Contractor
- Surety
- Other

PROJECT/BID NUMBER :

TO: City of Torrington  
 Attn: Purchasing Agent  
 140 Main Street  
 Torrington, CT 06790

CONTRACTOR: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

In accordance with the provisions of the Contract between the City of Torrington and the Contractor as indicated above, the (insert name & address of Surety Co. )

\_\_\_\_\_, SURETY COMPANY on bond  
 Of (insert name & address of Contractor) \_\_\_\_\_

\_\_\_\_\_, CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the CITY OF TORRINGTON as set forth in the Surety Company's bond.

Subscribed and sworn to before this  
 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

\_\_\_\_\_  
 Notary Public

My commission expires \_\_\_\_\_

\_\_\_\_\_  
 Surety Company

\_\_\_\_\_  
 Authorized Representative's Signature

\_\_\_\_\_  
 Title

**NOTE:** Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

APPENDIX B

**RFP #MCG-040-070213  
CITY OF TORRINGTON  
REQUEST FOR PROPOSALS  
DESIGN, PLANTING AND MAINTENANCE OF COE MEMORIAL PARK GARDENS**

**Acceptance of Terms of this Agreement**

Name of Proposer:

\_\_\_\_\_

Contact Person:

\_\_\_\_\_

Address:

\_\_\_\_\_

City/State/Zip:

\_\_\_\_\_

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

E-mail: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Date: \_\_\_\_\_

It is agreed by the above signed proposer that the signature and submission of this proposal represents the proposer's acceptance of all terms, conditions, and requirements of the proposal specifications, and, if awarded, the proposal will represent the agreement between the parties.

The proposer agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the proposal documents, but which are incidental to the scope, intent, and completion of this contract, shall be deemed to have been included in the prices for the various items scheduled.

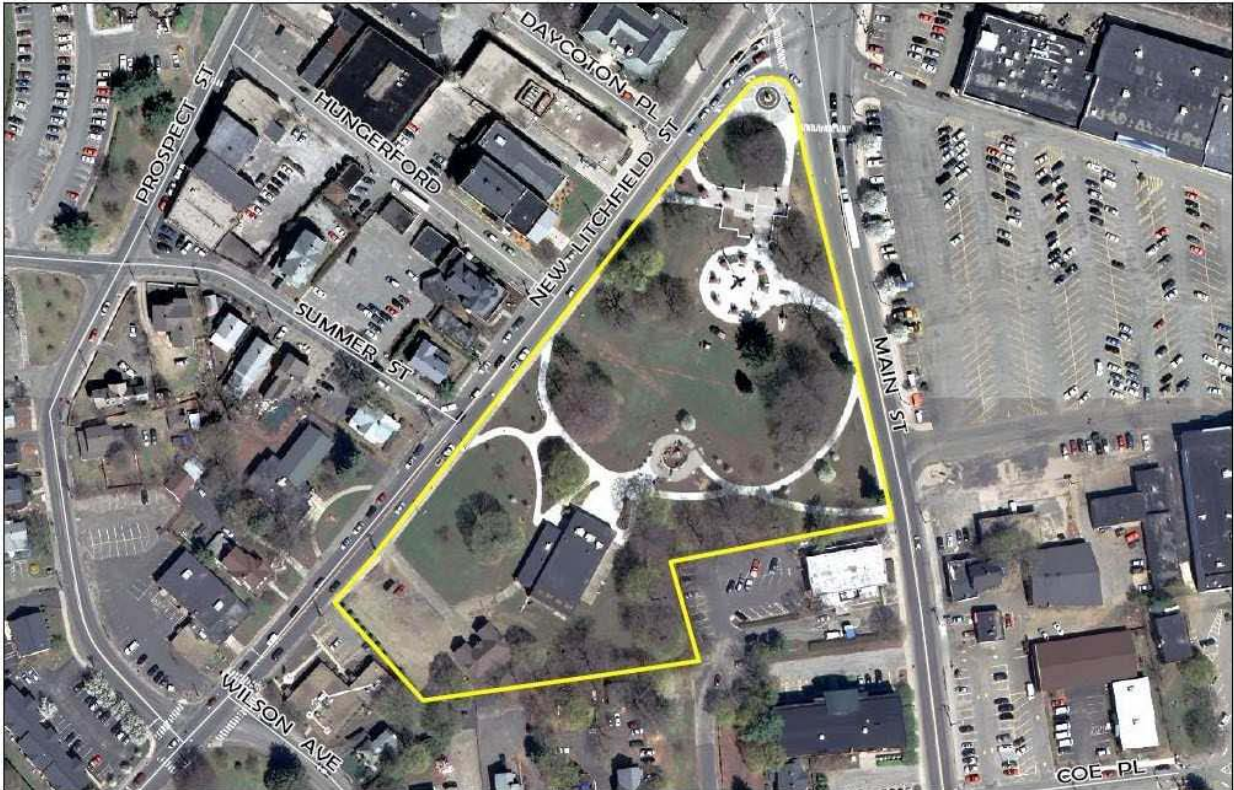
\_\_\_\_\_

**Exhibit A**  
**RFP #MCG-040-070213**  
**(Existing Site Aerial Map – Outlining Property)**

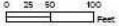
*Park or Facility*

**COE MEMORIAL PARK**

The City of Torrington  
PARKS AND RECREATION



Parks Inventory Mapping 2006 Update



1:1,200



**Exhibit C**  
**RFP #MCG-040-070213**  
**(Scope of Work in Current Contract for 2013 –**  
**Subject To Negotiation with Selected Contractor for 2014)**

**Scope of Work for Care and Maintenance of the Gardens at Coe Memorial Park**

The work shall include:

- a. Plant, prune, and provide general maintenance of the existing shrubs and flower beds located within the area outlined in the attached Exhibit A. Work to be performed on any additional gardens contemplated in Phase II of the Coe Memorial Park will be subject to further negotiations between the parties.
  
- b. Meet three times per year on site with the Review Committee for a seasonal walk-through and formal presentation to allow for open discussions on the plans for the gardens in order to move forward with seasonal plantings. The purpose of the walking tours is to provide input to the Contractor relative to preseason plantings and plans for the park.
  - On or about the 2<sup>nd</sup> Wednesday in April at 5:30 PM – Pre-Season Walk-through/Presentation, to review plans for spring planting for the spring and summer seasons.
  - On or about the 2<sup>nd</sup> Wednesday in July at 5:30 PM – Mid-Season Walk-through – Garden Status Update
  - On or about the last Wednesday in August at 5:30 PM – Pre-Season Walk-through/Presentation to review plans for Fall Planting, including mums and bulbs.
  - If a committee member cannot attend the April or August walk through presentation as set forth above, an alternative date will be scheduled within the month of the walk through presentation.
  - All Review Committee members are required to attend both an April and August Walk-through in order to participate in the end of the season Performance Evaluation.
  - All other Parks and Recreation Commission members, Coe Memorial Park Committee members, and City Council members are encouraged to attend the seasonal Walk-Throughs.
  - The day of the April and August Walk-Through, all Review Committee members will be required to submit any questions or proposed changes in writing on a form to be provided (attached as Exhibit B.) The form will be provided to the Contractor for comments and consideration.
  - The Contractor will provide feedback on all comments in writing to the Superintendent of Parks and Recreation before proceeding with the seasonal planting. Final design subject to approval by the Superintendent of Park and Recreation.
  
- c. Provide routine maintenance for the existing landscaped areas and the existing perennial shrubs, flowers and plantings, in addition to providing, planting and maintaining annuals and perennials within the bedding areas. Routine

maintenance work for all bedding areas shall include the maintenance, replacement, and care of compost and/or topsoil. Mulch shall not be used. Routine Maintenance shall also include watering as necessary beyond the existing irrigation program, applying nutrients, weeding, edging, pruning and/or general maintenance to maintain high quality gardens in a neat and presentable condition at all times from April through the beginning of November (routine maintenance may be needed a few times per week). Only organic applications will be used for care and maintenance of the gardens at Coe Memorial Park.

- d. Prune flowers, ornamental grasses, and other selective plantings, as needed prior to the end of the fall season. Remove all pruned materials off site.
- e. Manually remove foreign growth in all beds. Each planting area shall be kept free of weeds by the immediate removal of any and all foreign growth when such growth becomes visible.
- f. Remove debris from within all beds, including but not limited to; leaves, weeds, dead plants, and other extraneous materials and dispose of all organic materials offsite.
- g. The Contractor shall communicate with the Superintendent of Parks and Recreation to determine the appropriate time to remove plants and begin preparing the gardens for winter based on schedules (including planting of bulbs), existing garden conditions, and weather conditions. When conditions permit, the Contractor shall not remove plants from the beds near the front of the Civic Center, the Soldiers Memorial, and the Civil War Monument, until after Veteran's Day. At a point in time that is agreed upon by both the Contractor and the Superintendent of Parks and Recreation, annual flowers planted in the designated locations shall be removed from the designated beds without damaging the perennials. After the removal of such plantings, the annual flower beds shall be raked to restore the areas to a neat and presentable condition. During this time all perennial plantings shall be pruned appropriately according to each plant. Perennials shall be split and moved or removed as necessary to maintain appropriate size of plant. The Contractor shall provide the Superintendent of Parks and Recreation with a list of plants (extra perennials) removed from the garden beds after splitting them. This list shall include varieties and quantities. The Superintendent of Parks and Recreation will coordinate a plan for what to do with such plants. All other materials removed from the gardens shall be disposed of offsite by the contractor.
- h. Winterizing Gardens – "Putting the Gardens to Bed" - Remove selection of plants from garden beds that need to be stored for winter and prepare them for storage, as necessary. The contractor shall store and maintain selected plants in a temperature controlled location. Soil is to be amended in areas where needed and bulbs are to be planted and fed with organic nutrients. Cover beds with compost, as needed and spruce boughs for winter protection and aesthetics. Other winterizing measures: Cover areas susceptible to winter conditions and related winter maintenance of walkways and common areas and use burlap or other appropriate materials for protecting plants subject to winter burn. If applicable, a complete listing of all stored plants shall be provided by the Contractor.

- i. Except the circumstances stated in Paragraph 8D, the Contractor shall be responsible for the replacement of all dead or dying plants.
- j. Contractor shall transport and prepare Coe Memorial Park plants from their wintering locations and reinstall the plantings.

### **Reporting**

The Contractor shall prepare and submit four quarterly reports as follows:

- a. April - 1<sup>st</sup> Wednesday – 1<sup>st</sup> Quarter Report - Pre-Planting Plans (Spring/Summer) and Garden Maintenance Report
- b. July – 1<sup>st</sup> Wednesday – 2<sup>nd</sup> Quarter Report – Post-Planting Plans (Spring/Summer) and Garden Maintenance Report
- c. August – 4<sup>th</sup> Wednesday – 3<sup>rd</sup> Quarter Report - Pre-Planting Plans (Fall) and Garden Maintenance Report
- d. December – 2<sup>nd</sup> Wednesday – 4<sup>th</sup> Quarter Report - Post-Planting Plans (Fall) and Garden Maintenance Report
- e. Description - Seasonal Garden Plans – Pre-Planting: Plans to be submitted prior to each seasonal walk-through to show the proposed garden layouts for each bed. Conceptual plans shall include plant names and colors
- f. Description - Seasonal Garden Plans – Post Planting: Plans to be submitted after each major seasonal planting to show how each bed was planted. Plans shall be in list format with corresponding photos for each garden bed and include plant name and variety, color, quantity, and annual vs. perennial. The plans shall also note a general list of pre-existing plants. The Contractor will work collaboratively with the City to incorporate GIS mapping into post planting plans.
- g. Description – Maintenance Reports – This portion of the report shall outline the work completed during the specified time period, including maintenance plans and details, expense summary, number of man-hours, and other relevant details.
- h. The reports shall be provided in electronic format to the Superintendent of Parks and Recreation for distribution to members of the Review Committee, Parks and Recreation Commission, Coe Memorial Park Committee, and City Council.