



THE INDIANAPOLIS PUBLIC LIBRARY

REQUEST FOR PROPOSALS

LANDSCAPING SERVICES

RFP Issue Date: October 10, 2012

Contact: Pamela Hammersley
Contract Administrator
The Indianapolis Public Library
2450 North Meridian Street
Indianapolis-Indiana 46206-0211

Telephone: (317) 275-4822
E-mail: phammersley@indypl.org
Web Site: <http://www.indypl.org>

I. INTRODUCTION

The Indianapolis Public Library ("Library") is requesting proposals ("Proposals") from qualified Vendors to provide landscaping services ("Landscaping Services") for the Central Library ("Central"), the Library Services Center ("LSC"), and seventeen (17) branch facilities ("Branches") ("Central", "LSC" and "Branches" are together referred to as "Facilities"). The services described in this Request for Proposals ("RFP") are to remove, replace, or provide maintenance trimming of plants damaged by the recent severe weather. This RFP describes the Landscaping Services to be performed by the Vendor and contains an overview of the terms under which such Landscaping Services are to be provided. Throughout this RFP, the terms "Vendor" or "Respondents" are to be used interchangeably to denote a firm that submits a Proposal in response to the RFP.

A. GENERAL REQUIREMENTS

1. Proposals: Vendors may offer a Proposal for the Landscaping Services contained in the Specifications of the RFP. The Library will also consider Proposals from multiple Vendors who partner together to provide the full range of required services. The Library reserves the right to

- split the service agreement ("Contract" or "Agreement") among Vendors, to award only part of the services specified in this RFP, to negotiate with any qualified sources, or to cancel in part or in its entirety this RFP, if it is in the best interest of the Library to do so. The Library may negotiate different terms and conditions with any Vendor after opening all of the Proposals.
2. Public Records: All materials submitted in response to this RFP become the property of the Library upon delivery and shall be appended to any formal documentation, which would further define or expand the contractual relationship between the Library and the Vendor. Vendors are advised that information and material contained in a Proposal are subject to the Indiana Public Records Act, IC 5-14-3 et seq., and, after the contract award, may be viewed and copied by any member of the public, including news and competitors. Vendors claiming a statutory exception to the Indiana Public Records act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. The Vendor must also specify which statutory exception provision applies. The Library reserves the right to make determinations of confidentiality. If Library does not agree that the information designated is confidential under one of the disclosure exceptions to the Indiana Public Records Act, it may either reject the Proposal or discuss its interpretation of the allowable exceptions with the Vendor. If agreement can be reached, the Proposal will be considered. If agreement cannot be reached, the Library will remove the Proposal from consideration for award and return the Proposal to the Vendor. The Library will not determine prices to be confidential information. No submissions or supporting documentation will be returned to Vendor. Neither party shall be liable for disclosures required by law.
 3. Contract: This RFP does not commit the Library to award a contract, to pay any costs incurred in the preparation of a Proposal to this request, or to contract for landscaping services. The Library will evaluate Proposals based upon the Library's specific requirements. The lowest Proposal will not necessarily be selected.
 4. Inconsistency: Any Vendor believing that there is any ambiguity, inconsistency or error in the RFP shall promptly notify the Library in writing of such apparent discrepancy. Failure to so notify the Library by the RFP Proposal submission deadline will constitute a waiver of claim of ambiguity, inconsistency or error.
 5. Preparation Costs: The Vendor shall be responsible for all costs incurred in preparing or responding to this RFP. All materials and documents submitted in response to this RFP become the property of the Library and will not be returned after the Proposal submission deadline.
 6. Protest: The Library reserves the right to reject any or all Proposals received, or any part thereof; to accept any Proposal or any part thereof; or to waive any informality when it is deemed to be in the Library's best interest. Any Vendor objecting to the rejection of a Proposal, or portion thereof, must submit a written protest stating the reasons for the protest to the Library within (5) calendar days from the date of the Library's notification letter.
 7. Commission: By submission of a Proposal, the Vendor certifies that the Vendor has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any employee, official or current contracting consultant of the Library.
 8. Iran Investments: By submission of a Proposal, the Vendor certifies that the Vendor is not engaged in any investment activities in Iran pursuant to Ind. Code § 5-22-16.5-13(b).

B. LIST OF ATTACHEMENTS

1. Attachment A – Library Facilities Requiring Landscaping Services
The Library Facility Inventory and Service Schedules contain a listing of all Facilities requiring Landscaping Services.

2. Attachment B – Vendor Proposal Form and Non-Collusion Affidavit
In addition to the information required by the Vendor Proposal Form, Vendors shall also quote a price for any services that fall outside of the Specifications. Respondents shall specify which costs, if any, are not included in the prices submitted in the Vendor Proposal Form.
3. Attachment C – Request for Proposal Schedule
The Request for Proposal Schedule ("Schedule") for this RFP is a guide. The Library retains the right to make changes to the Schedule and will provide proper notification to all interested Vendors at the time any changes occur.
4. Attachment D – E-Verify Affidavit
The Vendor must agree to enroll in and participate in the E-Verify Program as required by Indiana Code 22-5-1.7-11 during the hiring process for all employees hired after the date of the service Agreement. The Vendor must agree to require its subcontractors who may perform work under the services agreement to certify to Vendor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Vendor must agree to maintain this certification throughout the duration of the term of a contract with a subcontractor. The Library may terminate a resulting services agreement for default if the Vendor fails to cure a breach of these E-Verify provisions no later than thirty (30) days after being notified by the Library of such breach. As a condition to entering into a services agreement, the Vendor must execute the E-Verify Affidavit, which shall be an exhibit to the services agreement. Such affidavit shall be in the form attached to this RFP as **Attachment D**.
5. Attachment E – Landscaping Services Specific Requirements
Attachment E contains drawings and technical specifications for the project prepared by Mader Design, and dated October 10, 2012.

Drawing List:

| | |
|------|-------------------------------------|
| G000 | Title Sheet |
| G001 | Planting Details |
| L001 | Library Services Center |
| L002 | Central Branch |
| L003 | College Avenue Branch |
| L004 | Decatur Branch |
| L005 | Eagle Branch |
| L006 | East Washington Branch |
| L007 | East 38 th Street Branch |
| L008 | Franklin Branch |
| L009 | Spades Park Branch |
| L010 | Haughville Branch |
| L011 | Irvington Branch |
| L012 | Lawrence Branch |
| L013 | Nora Branch |
| L014 | Pike Branch |
| L015 | Southport Branch |
| L016 | Warren Library |
| L017 | Wayne Library |
| L018 | West Indianapolis Library |
| L019 | Garfield Park Library |

Technical Specifications:

| | |
|--------|----------------------------|
| 015639 | Tree Protection & Trimming |
| 329300 | Plants |

II. QUESTIONS AND CLARIFICATIONS

1. Oral Instructions: The Library shall not be responsible for any oral instructions given by any employees of the Library in regard to the Proposal instructions, specifications or Proposal documents as described in this RFP. Any changes will be in the form of an addendum, which will be furnished to all Vendors who are listed with the Library as having received the RFP, or to any other Vendor who requests an addendum.
2. Questions: Questions and clarification inquiries about this RFP must be received prior to the date and time established in **Attachment C** and should be directed in writing to the contact person identified on the first page above.
3. Responses: A complete listing of all Vendor questions along with the Library responses will be provided to each registered Vendor. Upon receipt of this RFP, all Vendors considering submission of a Proposal that wish to be included in communications shall submit the name, company, address, phone number, and fax number as well as the e-mail address of a single point of contact who is authorized to act on behalf of the Vendor to Pamela Hammersley, Contract Administrator, email address: pammersley@indypl.org.

III. SUBMISSION OF PROPOSALS

1. Submission date and time: Proposals must be received by the date and time listed in **Attachment C** by Pamela Hammersley at the address listed above. No late Proposals will be accepted.
2. Copies: Respondents shall submit six (6) complete copies of their Proposals.
3. Proposals will be opened publicly and parts of the Proposals read aloud in the Library Board Room at the Library Services Center at the address listed above on the date and time listed in **Attachment C**.
4. Additional Information: The Library reserves the right to request additional information and may conduct in-person interviews with the Vendors reasonably susceptible of being award the work. The Library will not share information gathered in such discussions with other competing Vendors.
5. Confidential Information: Vendors are advised that materials contained in the Proposals are subject to the Indiana Public Records Act, IC 5-14-3 *et seq.* ("IPRA") After the contract award, the entire Proposal may be viewed and copied by any member of the public, including news agencies and competitors. Vendors claiming a statutory exception to the IPRA must place all confidential documents in a sealed envelope marked confidential, and must indicate in their Proposal and on the outside of the envelope the nature of the confidential documents. The Library reserves the right to make determinations of the claimed confidentiality of the marked documents.

IV. LANDSCAPING SERVICES REQUIREMENTS

This section of the RFP provides a detailed overview of the Landscaping Services required. To the extent Respondent is incapable of complying with or takes exception to any aspect of the specifications or requirements provided in this Article IV, Respondent should specifically identify and describe such exceptions in its response to this RFP.

A. GENERAL REQUIREMENTS

1. Requirements: Vendor shall provide all labor, materials and equipment for the work to be performed under this RFP.
2. Insurance: Vendor shall secure, pay for and maintain the following insurance policies in full force and effect throughout the term of an Agreement that may be entered between vendor and Library, which policies shall protect against any loss or claim arising from or relating to the

Agreement, Vendor's service and activities, or presence at the Library Facilities, and any act or omission of Vendor or its employees and/or agents or Subcontractors in connection with the services provided under the Agreement, and shall cover the contractual indemnification liability assumed by Vendor or pursuant to the Agreement:

- a. Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury (including death), personal injury, property damage, fire legal liability, contractual liability and products and completed operations, and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be written on an occurrence basis. The policy shall also not have exclusions for any of Vendor's activities at the Facilities. Any deductible shall be at Vendor's expense;
- b. Business automobile coverage, including coverage for owned, leased, and hired vehicles, which shall include vehicle and property (cargo) damage, and bodily injury, in an amount not less than One Million Dollars (\$1,000,000.00);
- c. Workers' Compensation insurance, affording coverage in accordance with the applicable state laws covering all of Vendor's employees, and Employer's Liability coverage in accordance with the applicable state laws but no less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee and Five Hundred Thousand Dollars (\$500,000) policy limit;
- d. Property Insurance coverage for all materials, equipment, and other items owned, borrowed, or leased by Vendor shall be Vendor's responsibility. The Library shall not be responsible for such materials, equipment, and other items owned, borrowed, or leased by Vendor.
- e. Umbrella Liability insurance at not less than Five Million Dollars (\$5,000,000) limit for each occurrence providing for excess coverage over the limits and coverages prescribed in Subsections 2. (a), (b), and (c) above; and such policy shall be written on an occurrence basis.
- f. All insurance policies addressed in Subsections 2. (a), (b), and (e) above shall be endorsed to name the following as additional insured's:
Indianapolis-Marion County Public Library and its trustees, directors, officers, employees, representatives, volunteers, agents, contractors, licensees, and successors.
- g. All insurance policies required hereunder:
 - 1) Shall be endorsed to state that the insurance is primary and not contributive to any other insurance available to the Library.
 - 2) Shall provide for a waiver of rights of subrogation against the additional insurers on the part of the insurance carriers.
 - 3) Shall be written with insurance companies licensed to do business in the State of Indiana and rated no lower than A-VII in the most current edition of A.M. Best's Property-Casualty Key Rating Guide.
 - 4) Shall provide for no less than thirty (30) days advance written notice to the Library prior to cancellation, non-renewal or material modification.
- h. Vendor shall deliver to the Library, prior to commencement of Services under the Agreement, Certificates of Insurance confirming the existence or issuance of all insurance policies required to be carried hereunder ("Certificates of Insurance"). If any such policy is not obtained, or if all Certificates of Insurance are not delivered to Library by the aforementioned time, or if any of such policies are canceled, the Library shall have the right to terminate the Agreement immediately and/or deny Vendor access to Library facilities.
- i. These insurance provisions are minimum requirements and shall not relieve Vendor of its indemnity, defense and hold harmless obligations.

3. Subcontractors: The Vendor and any subcontractors ("Subcontractors") the Vendor might hire shall be independent contractors. The Vendor and any Subcontractors are solely responsible for their employees. Planned use of Subcontractors in connection with this Agreement should be clearly explained and described in the Proposal. The main Vendor selected by the Library ("Prime Contractor") shall be responsible and shall take responsibility for the entire Agreement whether or not Subcontractors are used. In Vendor/Subcontractor arrangements involving more than one firm, it does not matter to the Library which firm assumes the lead, as long as that firm assumes full responsibility for the performance of the Landscaping Services as delineated in the Agreement negotiated with the Library. The Library will only enter into an Agreement with the Prime Contractor.
4. Conflict of Interest: The Library reserves the right to disqualify any Vendor on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to the Library. This disqualification is at the sole discretion of the Library. Any Vendor submitting a proposal, waives any right to object or at any future time, before any body or agency, including but not limited to, the Library, or any court, any objections to the exercise of this right or disqualification by reason of real or apparent conflict of interest as determined by the Library.
5. Capabilities: Any Vendor submitting a Proposal in response to this RFP warrants and guarantees that the Vendor is fully capable of performing the tasks designated. No limitation or exception to this warranty provision will be acceptable to the Library; except, it is understood that the Vendor is not responsible for any problems in performance caused by improper acts or omissions by the Library.
6. Agent: The Vendor warrants that no person or selling agent has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty, the Library shall have the right to annul the Agreement without liability or in its discretion to deduct from fees or payments due the Vendor the commission, percentage brokerage or contingent fee.
7. Gratuities: The Library may, by written notice to the Vendor, terminate the right of the Vendor to proceed under the Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts or otherwise were offered or given by the Vendor, or any agency or representative of the Vendor, to any officer or employee of the Library with a view toward securing or amending, or the making of any determinations with respect to the performance of such Agreement. In the event of such termination, the Library shall be entitled to pursue the same remedies against the Vendor as the Library could pursue in the event of default by the Vendor.
8. Participation: The Library is committed to provide an equal opportunity for participation of minority and women owned business enterprises and providing equal opportunity in all Library business. It is the goal of the Library to achieve participation of minority and/or women owned business enterprises consistent with the City of Indianapolis' utilization policy in the procurement of goods and supplies, in the retention of professional services, and in the construction and renovation of facilities.
For purposes of tracking minority and/or women owned business enterprises utilization, Vendors who are MBE or WBE firms or who meet the criteria of MBE or WBE firms or similar requirements for out-of-state firms, are requested to provide a statement in the Proposal indicating their status, the appropriate designation, and whether they are certified as such. If certified, a copy of a certification by the State of Indiana (or other state) or the City of Indianapolis should be included in the Proposal. The Library extends to each individual, firm,

vendor, supplier, contractor and subcontractor an equal opportunity to compete for Library business and strongly encourages voluntary utilization of disadvantaged and/or minorities to reflect both industry and community ethnic composition.

A successful Vendor in performing services under the Agreement shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, religion, gender, national origin, age or disability, nor otherwise commit an unfair employment practice. Vendor will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, creed, color, religion, gender, national origin, age, or disability.

9. Independent Contractor: Any Agreement entered into as the result of this RFP will not constitute, create, give rise to or otherwise recognize a joint venture, agreement or relationship, partnership or formal business organization of any kind between the parties. The Vendor will agree that no persons supplied by it in the performance of the Agreement are employees of the Library and further agrees that no rights of the Library's civil service, retirement or personnel rules accrue to such persons. The Vendor shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation and occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning such persons provided by such Vendor in the performance of the Agreement and shall save and hold the Library harmless with respect thereto.
10. Records: The Contractor must keep all resulting contract records separate and make them available for audit by Library personnel upon request.
11. Press: News releases or other means of communicating with the media pertaining to the services provided pursuant to this RFP shall not be made without prior approval of the Library.
12. Licenses: Each Vendor shall provide, as part of its Proposal, documentation to the Library evidencing all necessary licenses to practice the business for which Vendor has submitted its Proposal. It shall be a condition to the Agreement that any out-of-state Vendor that may be selected to provide the Landscaping Services shall be duly registered and qualified to do business within the State of Indiana.

B. LANDSCAPING SERVICES

1. Overall Intent: The primary intent of the Landscaping Services project is to address the plant materials damaged by the drought of 2012. The secondary intent is to address plant materials impacting signage or creating a potentially unsafe environment. Work includes removal and replacement of trees and shrubs, removal of trees, trimming of trees and shrubs.
2. Responsibilities: The successful vendor shall complete the work as described in **Attachment E**.
3. Installation Schedule: The Library is fully aware weather is an unpredictable factor in all landscaping projects. It is the Library's intent to have a much of the work completed by the middle of January 2013. Planting of perennials is to be completed by the first of May 2013.

V. REQUIRED PROPOSAL FORMAT

1. General Requirements: The Proposals shall contain information responsive to the RFP and the items listed below.
2. Specific Proposal Format and Content: Information contained in the Proposals should not exceed ten (10) pages, including the Vendor Proposal Form and Non-Collusion Affidavit. In

order to facilitate comparison and review of the Proposals, each Vendor should use section numbers and titles consistent with the format outlined below:

- a. Vendor Proposal Form and Non-Collusion Affidavit included as **Attachment B**.
- b. Vendor introduction and cover letter:
 - 1) Vendor name, address, phone, fax and e-mail address.
 - 2) Contact person for the Vendor's response to the RFP.
 - 3) Signature of the contact person. This signature serves as verification the Vendor is a legal entity, the Vendor does not discriminate, the contact person is authorized to act on the Vendor's behalf, and the Proposal will remain valid for at least sixty (60) days.
- c. Vendor profile:
 - 1) Information relating to the business organization of the Vendor.
 - 2) Information on any third-party or subcontractor which would be partnering with the Vendor.
- d. Vendor references:
 - 1) The Vendor shall identify three (3) contracts as references.
 - 2) The Vendor shall provide the name and contact information for the Contract Manager at each location.
- e. Proposed Work Schedule.
 - 1) The Vendor shall provide a schedule describing the sequence of events needed to complete the Landscaping Services by the substantial completion date.
 - 2) The Vendor shall identify any long lead-time items.
- f. Vendor financial documentation. Provide financial statements covering the past three (3) years, demonstrating the Vendor possesses adequate reserves and credit capacity to perform the Landscaping Services described in the RFP.
- g. Additional information. Vendor may provide any other information with the maximum page limit that they believe may add to their Proposal. To the extent Respondent is incapable of complying with or takes exception to any aspect of the specifications or requirements provided in Article IV, Respondent should specifically identify and describe such exceptions in this section of its response to this RFP.

VI. EVALUATION CRITERIA

The Library will evaluate the proposals based on the criteria listed below. The Library may not award the Agreement based solely on the lowest cost proposal. In addition to cost, the Library will weigh the following criteria:

- | | |
|---|-----|
| 1. Overall cost. | 40% |
| 2. The satisfaction level of current and former customers of the Vendor under contract for Landscaping Services similar to the requirements of the RFP. | 20% |
| 3. Demonstrated expertise in the areas of the requested services. | 20% |
| 4. Adequacy of the responses to and exceptions to the general and specific requirements of the RFP. | 10% |
| 5. The financial stability of the Vendor. | 5% |
| 6. Any other criteria deemed relevant by the Library. | 5% |

VII. Award

The successful Vendor must be ready to proceed with Landscaping Services within fifteen (15) days after receipt of the Notice of Intent to Enter into an Agreement but not prior to November 15, 2013. The Library shall conduct a pre-operation conference after to issuing the Notice of Intent to Enter into an Agreement establishing all lines of communication.

Attachment A
Library Facilities Requiring Landscaping Services

| <u>Facility/Branch Name</u> | <u>Address</u> | <u>Zip Code</u> |
|--|---------------------------------|-----------------|
| 1. Library Services Center | 2450 North Meridian | 46206 |
| 2. Central Library | 40 East St. Clair | 46206 |
| 3. College Avenue Branch | 4180 College Avenue | 46205 |
| 4. Decatur Branch | 5301 Kentucky Avenue | 46221 |
| 5. Eagle Branch | 3325 Lowry Road | 46222 |
| 6. East Washington Branch | 2822 East Washington Street | 46219 |
| 7. East 38 th Street Branch | 5420 E. 38 th Street | 46218 |
| 8. Franklin Branch | 5550 S. Franklin Road | 46219 |
| 9. Spades Park | 1801 Nowland Avenue | 46201 |
| 10. Haughville Branch | 2121 West Michigan Street | 46222 |
| 11. Irvington | 5625 East Washington Street | 46250 |
| 12. Lawrence Branch | 7898 North Hague Road | 46256 |
| 13. Nora Branch | 8625 North Guilford | 46260 |
| 14. Pike Branch | 6525 Zionsville Road | 46268 |
| 15. Southport Branch | 2630 East Stop 11 Road | 46227 |
| 16. Warren Branch | 9701 East 21st Street | 46229 |
| 17. Wayne Branch | 198 South Girls School Road | 46231 |
| 18. West Indianapolis Branch | 1216 Kappes | 46221 |
| 19. Garfield Park Branch | 2502 Shelby Street | 46203 |

Attachment B

Vendor Price Sheet and Non-Collusion Affidavit

TO: INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY
2450 N. MERIDIAN STREET
INDIANAPOLIS, IN 46208

PROJECT: REQUEST FOR PROPOSAL
Landscaping Services

VENDOR: _____

Address: _____

City/State: _____

Telephone Number: _____

Agent of Vendor (if applicable): _____

Email address: _____

VENDOR CERTIFICATION

The undersigned Vendor acknowledges that I/we have received and thoroughly reviewed the Request for Proposal (RFP) dated October 10, 2012, and have examined the project sites. I/we have also received and reviewed the responses to the RFP questions in IMCPL issued addenda, and have included their provisions in my/our Proposal. Pursuant to notices given, the undersigned Vendor with complete understanding of the requirements and conditions, shall provide all labor, materials, and shall complete the work fully in accordance with the requirements of the RFP.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

_____ Indicate by listing on the line provided the Addenda used in the preparation of your Proposals.

PRICE CERTIFICATION

If the Vendor's proposal is accepted, the Vendor agrees to enter into a contract with IMCPL to complete all work as specified for the following price:

Proposal: \$ _____

Other Expenses, if Any: _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total Proposal: \$

ATTACHMENT B – Continued

Vendor Proposal Form and Non-Collusion Affidavit

If the Vendor's proposal is accepted, the Vendor certifies that the quoted prices will remain in effect until December 31, 2012.

COMPLETION TIME

_____ Indicate by initialing on the line provided that you will substantially complete the work under this proposal by January 18, 2013, and May 1, 2012 respectively, assuming that you are not delayed by causes beyond your control. Attach a proposed timeline describing the processes and scheduled activities required to meet the RFP schedule.

ADDITIONAL INFORMATION

Indicate by initialing on the line provided the following items are included in your proposal:

- _____ Vendor Proposal Form and Non-Collusion Affidavit.
- _____ Vendor Introduction and Cover Letter.
- _____ Vendor Profile.
- _____ Vendor References.
- _____ Proposed Work Schedule.
- _____ Financial Documentation.
- _____ Additional Information, if desired.

ATTACHMENT B – Continued

Vendor Proposal Form and Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

The undersigned qualified provider or agent, being first duly sworn, deposes and states that they have not, nor have any other member, representative, or agent of the firm, company or corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be proposed by anyone at such letting nor to prevent any person from proposing nor to induce anyone to refrain from proposing, and that this proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person referring to such proposal.

Further, the undersigned qualified provider or agent says that no person or persons, firm, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such proposal.

(Vendor): _____

By (Written Signature): _____

(Printed Name): _____

(Title): _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____

SS:

COUNTY OF _____

Subscribed and sworn to before me this ____ day of _____ 20_____.

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____

Attachment C

Request for Proposal Schedule

| | |
|--|---|
| | |
| RFP Issued | Wednesday, October 10, 2012 |
| Public Notification of RFP | Friday, October 12, 2012 |
| Pre-proposal Conference | Thursday, October 18, 2012, 1:00PM EDT at the LSC Library, with Mike Coghlan, Steve Young, and landscape architect Jeff Mader |
| Sites Available for Visits by Vendors | October 11 through October 22, 2012 |
| Questions Due from Vendors to Library | Monday, October 22, 2012, 5:00 PM EDT |
| Answers to Questions sent to Vendors | Wednesday, October 24, 2012, 5:00 PM EDT |
| RFP Due and Public Opening | October 31, 2012, 2:00 PM EDT deadline, 2:05 PM EDT Public Opening at LSC |
| Preliminary Recommendation Presented to the Library Board Building Committee | Tuesday, November 13, 2012 |
| Notification of Intent to Enter Into an Agreement | Wednesday, November 14, 2012 |
| Final Recommendation to the Library Board of Trustees at their monthly public meeting. | Monday, November 26, 2012 |
| Substantial Completion Date of all trimming and removal work. | Friday, January 18, 2013 |
| Substantial Completion Date for installation of all perennials | May 1, 2013 |

ATTACHMENT D

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Vendor entering into a contract with the Indianapolis-Marion County Public Library is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Vendor is not required to verify the work eligibility status of all its newly hired employees through the E-verify program if E-verify no longer exists.

The undersigned, on behalf of the Vendor, being first duly sworn, deposes and states that the Vendor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Indianapolis-Marion County Public Library, the undersigned Vendor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Vendor): _____

By (Written Signature): _____

(Printed Name): _____

(Title): _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____

SS:

COUNTY OF _____

Subscribed and sworn to before me this ____ day of _____ 20_____.

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____

Attachment E
Landscaping Services Specific Requirements

Attachment E contains drawings and technical specifications for the project prepared by Mader Design, and dated October 10, 2012.

Drawing List:

| | |
|------|-------------------------------------|
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| L010 | Haughville Branch |
| L011 | Irvington Branch |
| L012 | Lawrence Branch |
| L013 | Nora Branch |
| L014 | Pike Branch |
| L015 | Southport Branch |
| L016 | Warren Library |
| L017 | Wayne Library |
| L018 | West Indianapolis Library |
| L019 | Garfield Park Library |

Technical Specifications:

| | |
|--------|----------------------------|
| 015639 | Tree Protection & Trimming |
| 329300 | Plants |

SECTION 015639 - TREE PROTECTION AND TRIMMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

1.3 DEFINITIONS

- A. Caliper: Diameter of a trunk measured by a diameter tape or the average of the smallest and largest diameters at 6 inches above the ground for trees up to, and including, 4-inch size; and 12 inches above the ground for trees larger than 4-inch size.
- B. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings or at drip lines of trees and shrubs.
- C. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
 - 1. Species and size of tree.
 - 2. Location on site plan. Include unique identifier for each.
 - 3. Reason for pruning.
 - 4. Description of pruning to be performed.
 - 5. Description of maintenance following pruning.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified arborist and tree service firm.

- B. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- C. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.
- D. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.
 - 1. Use sufficiently detailed photographs or videotape.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

1.6 QUALITY ASSURANCE

- A. Arborist Qualifications: Certified Arborist as certified by ISA or Registered Consulting Arborist as designated by ASCA.
- B. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of the Work.

1.7 PROJECT CONDITIONS

- A. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

2.1 MATERIALS

- A. Topsoil: Natural or cultivated top layer of the soil profile or manufactured topsoil; containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1 inch in diameter; and free of weeds, roots, and toxic and other nonsoil materials.
 - 1. Obtain topsoil only from well-drained sites where topsoil is 4 inches deep or more; do not obtain from bogs or marshes.
- B. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:
 - 1. Type: Shredded hardwood.
 - 2. Size Range: 3 inches maximum, 1/2 inch minimum.
 - 3. Color: Natural.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- B. For the record, prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

3.2 PREPARATION

- A. Locate and clearly identify trees, shrubs, and other vegetation to remain.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

3.3 TREE- AND PLANT-PROTECTION

- A. Maintain areas around trees, shrubs, and plants to remain free of weeds and trash.
- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.

3.4 CROWN PRUNING

- A. Prune branches that are affected by temporary and permanent construction. Prune branches as follows:
 - 1. Pruning Standards: Prune trees according to ANSI A300 (Part 1) and the following:
 - a. Type of Pruning: Cleaning, Raising, or Reduction as indicated on plans to remove dead branches, prune back from buildings, or raise bottom of canopy.
 - 2. Cut branches with sharp pruning instruments; do not break or chop.
 - 3. Do not apply pruning paint to wounds.
- B. Chip removed branches and dispose of off-site.

3.5 FIELD QUALITY CONTROL

- A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.6 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.
 - 1. Have arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.
 - 2. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
 - 3. Perform repairs within 24 hours.
 - 4. Replace vegetation that cannot be repaired and restored to full-growth status, as determined by Architect.

3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove excess excavated material, displaced trees, trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 015639

SECTION 329300 - PLANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Plants.
 - 2. Landscape edgings.

1.3 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with a ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.
- C. Balled and Potted Stock: Plants dug with firm, natural balls of earth in which they are grown and placed, unbroken, in a container. Ball size is not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required.
- D. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.
- E. Finish Grade: Elevation of finished surface of planting soil.
- F. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant. Some sources classify herbicides separately from pesticides.

- G. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- H. Planting Area: Areas to be planted.
- I. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth
- J. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.
- K. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.
- L. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.
- M. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 COORDINATION

- A. Coordination with Turf Areas (Lawns): Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated.
 - 1. When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.

- B. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:
 - 1. Manufacturer's certified analysis of standard products.
 - 2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
- C. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.
- D. Sample Warranty: For special warranty.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of plants during a calendar year. Submit before expiration of required maintenance periods.

1.8 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of plants.
 - 1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.
 - 2. Experience: Five years' experience in landscape installation in addition to requirements in Section 014000 "Quality Requirements."
 - 3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
 - 4. Personnel Certifications: Installer's field supervisor shall have certification in one of the following categories from the Professional Landcare Network:
 - a. Landscape Industry Certified Technician - Exterior.
 - b. Landscape Industry Certified Horticultural Technician.
 - 5. Pesticide Applicator: State licensed, commercial.
- B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.
- C. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.
 - 1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container-grown stock. Measure main body of tree or

shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches above the root flare for trees up to 4-inch caliper size, and 12 inches above the root flare for larger sizes.

2. Other Plants: Measure with stems, petioles, and foliage in their normal position.

- D. Plant Material Observation: Architect may observe plant material prior to planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Architect may also observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and may reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws if applicable.
- B. Bulk Materials:
 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 3. Accompany each delivery of bulk materials with appropriate certificates.
- C. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.
- D. Handle planting stock by root ball.
- E. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.
 1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.
- F. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.
- G. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and

trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.

1. Set balled stock on ground and cover ball with soil, peat moss, organic mulch, or other acceptable material.
2. Do not remove container-grown stock from containers before time of planting.
3. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.

1.10 FIELD CONDITIONS

- A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.
- B. Planting Restrictions: Plant during periods appropriate for plant species and per standard nursery practices. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
- C. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

1.11 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.
 - b. Structural failures including plantings falling or blowing over.
 - c. Deterioration of materials beyond normal weathering.
 2. Warranty Periods: From date of Substantial Completion.
 - a. Trees, Shrubs, Vines, and Ornamental Grasses: 12 months.
 - b. Ground Covers, Biennials, Perennials, and Other Plants: 12 months.
 3. Include the following remedial actions as a minimum:
 - a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
 - b. Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.

- c. A limit of one replacement of each plant is required except for losses or replacements due to failure to comply with requirements.

PART 2 - PRODUCTS

2.1 PLANT MATERIAL

- A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
 1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); crossing trunks; cut-off limbs more than 3/4 inch in diameter; or with stem girdling roots are unacceptable.
 2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.
- B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Architect, with a proportionate increase in size of roots or balls.
- C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare according to ANSI Z60.1. Root flare shall be visible before planting.
- D. Labeling: Label at least one plant of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for the plant.
- E. If formal arrangements or consecutive order of plants is indicated on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.

2.2 FERTILIZERS

- A. Planting Tablets: Tightly compressed chip-type, long-lasting, slow-release, commercial-grade planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting nutrients into a form that can be absorbed by plant roots.
 1. Size: 10-gram tablets.

2. Nutrient Composition: 20 percent nitrogen, 10 percent phosphorous, and 5 percent potassium, by weight plus micronutrients.
- B. Slow Release Fertilizer: Long-lasting slow release granular fertilizer that provides nutrients into a form that can be absorbed by plant roots.
1. Nutrient Composition: 12 percent nitrogen, 12 percent phosphorous, and 12 percent potassium, by weight plus micronutrients.

2.3 MULCHES

- A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:
1. Type: Shredded hardwood.
 2. Size Range: 2 inches maximum, 1/2 inch minimum.
 3. Color: Natural.
- B. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through a 1-inch sieve; soluble-salt content of 2 to 5 dS/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
1. Organic Matter Content: 50 to 60 percent of dry weight.
 2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.

2.4 PESTICIDES

- A. General: Pesticide registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.
- B. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
- C. Post-Emergent Herbicide (Selective and Nonselective): Effective for controlling weed growth that has already germinated.

2.5 TREE-STABILIZATION MATERIALS

- A. Tree Stabilization Materials shall not be used except in extreme circumstances where wind tip out is likely. Contractor must obtain Architect's approval prior to implementing tree stabilization.

2.6 MISCELLANEOUS PRODUCTS

- A. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.
- B. Burlap: Non-synthetic, biodegradable.
- C. Mycorrhizal Fungi: Dry, granular inoculant containing at least 5300 spores per lb of vesicular-arbuscular mycorrhizal fungi and 95 million spores per lb of ectomycorrhizal fungi, 33 percent hydrogel, and a maximum of 5.5 percent inert material.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive plants, with Installer present, for compliance with requirements and conditions affecting installation and performance of the Work.
 - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 - 2. Verify that plants and vehicles loaded with plants can travel to planting locations with adequate overhead clearance.
 - 3. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 - 4. Uniformly moisten excessively dry soil that is not workable or which is dusty.
- B. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Architect's

acceptance of layout before excavating or planting. Make minor adjustments as required.

- D. Lay out plants at locations directed by Architect. Stake locations of individual trees and shrubs and outline areas for multiple plantings.

3.3 PLANTING AREA ESTABLISHMENT

- A. General: Prepare planting area for soil placement and mix planting soil according to obtain suitable topsoil conducive to long term plant health.
- B. Placing Planting Soil: Place and mix planting soil in-place over exposed subgrade or blend planting soil in place.
- C. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.
- D. Application of Mycorrhizal Fungi: Broadcast dry product uniformly over prepared soil at application rate according to manufacturer's written recommendations.

3.4 EXCAVATION FOR TREES AND SHRUBS

- A. Planting Pits and Trenches: Excavate circular planting pits.
 - 1. Excavate planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are unacceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
 - 2. Excavate approximately three times as wide as ball diameter for balled and burlapped balled and potted container-grown and fabric bag-grown stock.
 - 3. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
 - 4. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
 - 5. Maintain angles of repose of adjacent materials to ensure stability. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
 - 6. Maintain supervision of excavations during working hours.
 - 7. Keep excavations covered or otherwise protected when unattended by Installer's personnel.
 - 8. If drain tile is indicated on Drawings or required under planting areas, excavate to top of porous backfill over tile.
- B. Backfill Soil: Subsoil removed from excavations may not be used as backfill soil unless otherwise indicated. Topsoil removed may be used as backfill.

- C. Obstructions: Notify Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
- D. Drainage: Notify Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.

3.5 TREE, SHRUB, AND VINE PLANTING

- A. Inspection: At time of planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.
- B. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
- C. Balled and Burlapped Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
 - 1. Backfill: Use excavated topsoil for backfill.
 - 2. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
 - 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 - 4. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.
 - a. Quantity: Two per shrub, Three for each caliper inch of plant.
 - 5. Continue backfilling process. Water again after placing and tamping final layer of soil.
- D. Balled and Potted and Container-Grown Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
 - 1. Backfill: Use excavated topsoil for backfill.
 - 2. Carefully remove root ball from container without damaging root ball or plant.
 - 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.

4. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.
 - a. Quantity: Two per shrub, three for each caliper inch of plant.
 5. Continue backfilling process. Water again after placing and tamping final layer of soil.
- E. Slopes: When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.6 TREE, SHRUB, AND VINE PRUNING

- A. Remove only dead, dying, or broken branches. Do not prune for shape.
- B. Prune, thin, and shape trees, shrubs, and vines as directed by Architect.
- C. Prune, thin, and shape trees, shrubs, and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Architect, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.
- D. Do not apply pruning paint to wounds.

3.7 GROUND COVER AND PLANT PLANTING

- A. Set out and space ground cover and plants other than trees, shrubs, and vines as indicated on Drawings in even rows with triangular spacing.
- B. Use topsoil for backfill with granular slow-release fertilizer.
- C. Dig holes large enough to allow spreading of roots.
- D. For rooted cutting plants supplied in flats, plant each in a manner that minimally disturbs the root system but to a depth not less than two nodes.
- E. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
- F. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
- G. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.8 PLANTING AREA MULCHING

- A. Mulch backfilled surfaces of planting areas and other areas indicated.
 - 1. Trees and Treelike Shrubs in Turf Areas: Apply organic mulch ring of 3-inch average thickness, with 36-inch radius around trunks or stems. Do not place mulch within 3 inches of trunks or stems.
 - 2. Organic Mulch in Planting Areas: Apply 3-inch average thickness of organic mulch extending 12 inches beyond edge of individual planting pit or trench and over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 3 inches of trunks or stems.

3.9 EDGING INSTALLATION

- A. Shovel-Cut Edging: Separate mulched areas from turf areas, curbs, and paving with a 90-degree, 4- to 6-inch- deep, shovel-cut edge as indicated on Drawings.

3.10 PLANT MAINTENANCE

- A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.
- B. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
- C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices when possible to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

3.11 PESTICIDE APPLICATION

- A. Apply pesticides and other chemical products and biological control agents according to authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
- B. Pre-Emergent Herbicides (Selective and Nonselective): Apply to tree, shrub, and ground-cover areas according to manufacturer's written recommendations. Do not apply to seeded areas.
- C. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and according to manufacturer's written recommendations.

3.12 REPAIR AND REPLACEMENT

- A. General: Repair or replace existing or new trees and other plants that are damaged by construction operations, in a manner approved by Architect.
 - 1. Submit details of proposed pruning and repairs.
 - 2. Perform repairs of damaged trunks, branches, and roots within 24 hours, if approved.
 - 3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Architect.

- B. Remove and replace trees that are more than 25 percent dead or in an unhealthy condition or are damaged during construction operations that Architect determines are incapable of restoring to normal growth pattern.
 - 1. Provide new trees of same size as those being replaced for each tree of 6 inches or smaller in caliper size.
 - 2. Provide two new tree(s) of 4-inch caliper size for each tree being replaced that measures more than 6 inches in caliper size.
 - 3. Species of Replacement Trees: Species selected by Architect.

3.13 CLEANING AND PROTECTION

- A. During planting, keep adjacent paving and construction clean and work area in an orderly condition. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

- B. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.

- C. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

- D. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

- E. At time of Substantial Completion, verify that tree-watering devices are in good working order and leave them in place. Replace improperly functioning devices.

3.14 MAINTENANCE SERVICE

- A. Maintenance Service for Trees and Shrubs: Provide maintenance by skilled employees of landscape Installer. Maintain as required in "Plant Maintenance" Article. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:

1. Maintenance Period: Through date of Substantial Completion.
- B. Maintenance Service for Ground Cover and Other Plants: Provide maintenance by skilled employees of landscape Installer. Maintain as required in "Plant Maintenance" Article. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:
1. Maintenance Period: Through date of Substantial Completion.

END OF SECTION 329300