

MARGOLIS NURSERY

Margolis Companies

9600 Cherry Hill Rd., Ypsilanti, MI 48198
Phone (734) 482 0771 Fax (734) 482 3870

City of Ann Arbor
301 E. Huron
Ann Arbor, MI. 48104

Attn: Tiffany Giacobazzi

Project: Fall 2022 / Spring 2023 Street Tree Purchase and Planting RFP# 22-56

June 20, 2022

The following is a list of qualifications and references:

A.) References:

Beckett and Raeder Inc., Christy Summers 734-663-2622
Johnson and Hill Assoc., Mark Johnson 734-668-7416
Ypsilanti Township, Jeff Allen 734-368-1125
JJR Associates, Debra Axlerod 734-669-2716
O'Neal Construction, Will Gordon 734-769-0770
Ann Arbor Forestry, Tiffany Giacobazzi, 734-794-6356
Washtenaw County Parks, Jeff Dehring 734-971-6337
Phoenix Contracting, Mark Hiser 734-487-9640
Grissim/Metz/Andriese Assoc., Paul Andriese 248-347-7010
Eastern Michigan University, Terry Ramsey 734-647-2031
University of Michigan – Grounds, Alex Sulzer 734-26-3553
University of Michigan – Parking, 734-763-5179

B.) List of similar projects of over \$250,000.00:

Fall 2019/Spring 2020 Street Tree Planting
City of Ann Arbor – Systems Planning Unit
Tiffany Giacobazzi, 734-794-6356, Urban Forestry & Natural Resources Planner
Work Consisted of:
Furnish, Transport and planting trees
Excavation, plant, and backfill each location
Exercise reasonable care to protect existing conditions
Furnish and place mulch
Remove excess material
Water, maintain and guarantee trees

NSF World Headquarters, O'Neal Construction – Will Gordon 769-0770
JJR

Work consisted of:
Grading and topsoil spreading
Plants, trees and shrubs
Irrigation
Seeding and restoration
Strom water mitigation

New Student Center, Turner Construction – Sam Naik 734-480-9803
Beckett and Raeder, Christy Summers, 734-663-2622

Work consisted of:
Grading and topsoil spreading
Plants, trees and shrubs
Complete automatic Irrigation system
Sodding, Seeding and restoration
Wetland mitigation

Mumford High School – Detroit Public Schools,
Turner Construction, Dennis Kelly, 313-410-9378
Hamilton Anderson Associates, Tiffany Brown 313-964-0270

Work consisted of:
Trees, Shrubs, Perennials
Topsoil preparation
Lawn seeding
Athletic field seeding
Athletic skinned infield and warning track surfacing
Clay Pitcher mounds
Clay baseball and softball batter boxes

Evangelical Homes of Michigan, Brecon Village – Memory Support Center
Phoenix Contractors, Mark Hiser 734-487-9640
Harley Ellis Deveraux, Debra Axlerod 734-669-2716

Work Consisted of:
Site Furnishing
Brick Pavers
Complete Irrigation System
Plants, trees, and shrubs
Wetland mitigation
Site clearing, topsoil, and site grading
Sub-drainage, and planting soil

Furstenberg Park – City of Ann Arbor, Amy Kuras 734-994-1827
Pollack Design, Peter Pollack 734-663-9522

Work consisted of:
New parking lot with storm sewer
Concrete Curb and Gutter
Landscaping plants and restoration
Site Furnishing
Slag path and asphalt path
Clearing and grubbing
New water service and electric service
New observation decks
Wetland and prairie restoration

Joan Binkow Residence, Joan Binkow 734-995-1650
Architect, David Michener, 734-665-4826

Work consisted of:
Retaining Walls
Paver walks & drive
Plantings, trees and shrubs
Site grading
Extensive site drainage
Seeding and restoration

List of parks and municipal projects completed by Margolis Companies:

Frisinger Park – City of Ann Arbor
Bader Park – City of Ann Arbor
Bird Hills Park – City of Ann Arbor
Gallup Park – City of Ann Arbor
Jaycee Park No. 1 – City of Lincoln Park
Marion Park – City of Lincoln Park
Lafayette Park – City of Lincoln Park
Youth Center Park No. 3 – City of Lincoln Park
Ford School – Willow Run Schools
Holmes School – Willow Run Schools
Cheney School – Willow Run Schools
Thurston School – Willow Run Schools
Kaiser School – Willow Run Schools
Kettering School – Willow Run Schools
Brown Park – City of Ann Arbor
Burh Park – City of Ann Arbor
Green Briar Park – City of Ann Arbor
Canterbury Mews – Canton Township

Farmington Streetscape Phase VII – City of Farmington
Virginia Park – City of Ann Arbor
Beckley Park – City of Ann Arbor
Urban Sculpture – City of Ann Arbor
Cranbrook Park – City of Ann Arbor
Cloverdale Park – City of Ann Arbor
U of M Athlete Parking – University of Michigan
Baxter Park – City of Ann Arbor
Waymarket Park – City of Ann Arbor
Hoover St. Parking – University of Michigan
West Park – City of Ann Arbor
Belize Park – City of Ann Arbor
Esch Park – City of Ann Arbor
Lillie Park – Pittsfield Township
Mayfield Wildwood Park – City of Ann Arbor
Prospect Park – City of Ypsilanti
Recreation Park – City of Ypsilanti
Reflecting Pool – University of Michigan
Pittsfield School – Ann Arbor Schools
Fuller Pool – City of Ann Arbor
Switching Station – University of Michigan
Medical Center – University of Michigan
Romulus City Hall – City of Romulus
Westland Library – City of Westland
Fuller Rd. Relocation – City of Ann Arbor
Foxfire N., Kelly and Winchell Parks – City of Ann Arbor
N. Main and Huron Highland Parks – City of Ann Arbor
Helipad – University of Michigan
Boone Hall and H.H.S. Building – Eastern Michigan University
Crew Facilities – University of Michigan
Ypsilanti Public Library – City of Ypsilanti
Milan High School Athletic Fields – Milan Schools
Shadford Field – Ypsilanti Public Schools
Elizabeth Park – Wayne County Parks
Riverside Park – City of Ypsilanti
Plymouth Township Park – Plymouth Township
Ypsilanti High School – Ypsilanti Public Schools
Superior Township Hall – Superior Township
Creal Park – City of Ann Arbor
Rose and Ponds Park – City of Ann Arbor
Art School – University of Michigan
Bandemer Park – City of Ann Arbor
Golf Estates Park – Ypsilanti Township

C.) Employee Credentials:

Barry Margolis – President

Barry Margolis grew up with the business and has worked for Margolis Companies for over 45 Years. He has overseen all phases of construction from design to construction. He has experience in building restoration, concrete work, paver installation, and all types of landscaping.

Benjamin Margolis – Sales and Administrative Manager

Benjamin graduated from the Michigan State University with a degree in Horticulture. He is Barry's son and grew up with the business and worked for Margolis Companies during the summers. Since 2009 he has worked full time in sales, design and management.

Erin Margolis Tochen – Marketing and Communications Manager

Erin Margolis Tochen graduated from Michigan State University with a degree in Hospitality Business. She is Barry's daughter and grew up with the business and worked for Margolis Companies during the summers. She spent 7 years living in Chicago working for Jameson Sotheby's, a real estate brokerage firm and Sidley Austin a top global law firm. In 2020, Erin returned to Margolis Companies to work full time in marketing, retail sales, HR, and communications.

Merrill Bumstead – Project Manager

Merrill Bumstead worked for Ypsilanti Asphalt Paving Co, for 15 years and is experienced in all phases of asphalt installation. He worked for Ypsilanti Excavating for 10 years and has experience in site preparation, utility installation, building footings, clearing and grubbing, mass grading to fine grading. He has been employed by Margolis Companies Inc. for the past 32 Years and has been Project Manager for the last 22 years.

Butch Wood – Superintendent

Butch Wood worked for Story Bros. for 5 years and has experience in all types of projects from utility installation to building preparation, operating equipment, building construction, and all phases of landscaping. Margolis Companies has employed him for the past 42 years.

Silas Meadows – Superintendent

Margolis Companies has employed Silas Meadows for the past 32 years. He has worked is way up from laborer to his present position. He has experience in all phases of landscaping, paver and wall installation.

If you need further information, feel free to call. (734) 482-0771

Respectfully Submitted
Merrill Bumstead
Project Manager

MARGOLIS COMPANIES

9600 Cherry Hill Rd., Ypsilanti, MI 48198
Phone (734) 482 0771 Fax (734) 482 3870

MARGOLIS COMPANIES SAFETY PROGRAM

STATEMENT OF POLICY

Margolis Companies is dedicated to the safety of its employees and subcontractors and the prevention of losses on projects. Recognizing that accidents are expensive, both in dollars and human suffering, a formal program of loss prevention has been adopted by the Company for all projects.

Unsafe acts account for the majority of all injuries. Failure to think accounts for all unsafe acts. Our task, therefore, is to "Think Safety" at all times by making this program an integral part of the daily routine of each and every person.

Our task is more difficult because of the nature of the landscaping industry. To keep accidents and injuries to a minimum, each job superintendent must be dedicated to keeping safety on the minds of his men. Awareness of safe practices will eliminate the thoughtless accidents, which result in personal injury.

As President of Margolis Companies, Barry Margolis will be responsible for developing, maintaining and coordinating the accident prevention program.

Margolis' site supervisor will be responsible for the instruction of employees in proper safety procedures and administration of site, tool and equipment inspections. He will also be responsible for informing all subcontractors of this policy and enforcing their compliance.

PREFACE

Margolis Companies (hereafter referred to as "Margolis") is committed to conducting landscaping operations in the safest possible manner.

We request and expect full cooperation of all SUBCONTRACTORS and employees to effectively carry out this commitment.

This guide has been provided to familiarize all SUBCONTRACTORS and employees with Margolis' safety rules, procedures, and the guidelines for controlling jobsite accidents and injuries.

The safety rules listed on the following pages are minimum safety rule requirements of Margolis. You will be expected to comply with these rules.

MARGOLIS COMPANIES

9600 Cherry Hill Rd., Ypsilanti, MI 48198
Phone (734) 482 0771 Fax (734) 482 3870

SAFETY RULES

DRUG AND ALCOHOL:

Illegal and unauthorized substances and drugs, look alike drugs, synthetic drugs, alcoholic beverages, and drug paraphernalia are strictly prohibited on any Margolis construction site. Persons or SUBCONTRACTORS' employees found to be using, or in possession or concealment of any of the above mentioned unauthorized items will not be allowed on the Margolis jobsite. All employees, their vehicles, and personal property are subject to search and inspection before entering, while on, or departing the jobsites.

CONTRABAND AND FIREARMS:

Contraband, stolen property, firearms, weapons, explosives, and any other hazardous substances are strictly prohibited on any Margolis jobsite. Persons or employees found to be using, or in possession or concealment of any of the above unauthorized items will be removed from the jobsite and will not be allowed to return to the Margolis jobsite.

HAZARDOUS COMMUNICATIONS:

All Hazardous material containers will be properly labeled.

MEDICAL FACILITIES:

First aid supplies are available in the Margolis Foreman's truck. Emergency communication equipment is also available in a Foreman's truck. Each subcontractor should have a first aid kit in his or her office or truck.

ACCIDENT REPORTING:

All accidents are to be reported to the Margolis Foreman immediately after providing medical treatment to the injured. In addition, a copy of each accident report is to be provided to the Margolis Foreman.

CLOTHING:

Hard hats are to be worn on the jobsites, when overhead conditions warrant them.
Wear appropriate clothing including safety shoes and gloves when needed. No loose clothing or dangling jewelry is permitted. Shorts, tennis shoes, or sleeveless shirts are not allowed on the jobsite. Working without a shirt is not permitted.

PERSONAL EQUIPMENT:

Subcontractors are required to follow all postings by the Margolis Foreman regarding personal equipment.
Ear protection (muffs or plugs) must be worn on all high noise level jobs.
Safety goggles must be worn when hammering, chipping, welding, grinding, and working in a dusty atmosphere, or during other operations where eye injury may result.

ELECTRICAL EQUIPMENT:

SUBCONTRACTORS are responsible for maintenance of their extension cords. Defective extension cords should be removed from service. OSHA does require daily inspection of extension cords for broken grounds, breaks in the insulation, etc., and does require testing of the extension cords and tools on a quarterly basis to assure that grounds are operative. SUBCONTRACTORS are expected to comply with the assured grounding program required by OSHA or use a GFCI system.

UTILITIES:

Equipment operators and truck drivers must be cautioned not to operate closer than recommended distances from overhead electrical wires. If work is required within close proximity to these wires, consult with Margolis' Foreman about the possibility of relocating, de-energizing, or insulating wires to protect personnel.

EXCAVATIONS:

Excavations must be barricaded to protect pedestrians and vehicles. Soil and dirt must be piled at least 4 feet back from the edge of excavation.

Excavations must be sloped per OSHA standards, shored, or safeguarded with a trench box when deeper than 5 feet.

Check all excavation walls before entering and after a heavy rain or thaw.

MOTORIZED EQUIPMENT:

When equipment is shut down for the night, weekends, etc., buckets will be lowered to the ground and equipment immobilized so that youngsters or vandals cannot operate the equipment.

All engines will be shut off when refueling. Only authorized and properly instructed employees shall operate machinery, equipment, tools or vehicles.

A flagman should direct the backing up of a vehicle in congested areas.

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MATERIAL HOISTS:

All personnel must be instructed not to ride on material hoist equipment at any time.

FLAMMABLE STORAGE:

Gasoline and other flammables will be kept in NFPA approved containers, and storage requirements for quantities and types used will comply with Federal and Local regulations. Store flammables will be stored in properly labeled containers.

FIRE PROTECTION:

"No Smoking" signs should be posted and obeyed in areas where flammables are stored or used.

Good housekeeping practices are important. Combustible materials should be placed in trash barrels, and not permitted to accumulate in your work area.

Fire extinguishers are not to be tampered with or removed from assigned locations.

HOUSEKEEPING:

SUBCONTRACTORS are responsible for housekeeping conditions in their respective work areas. Aisles should always be maintained through the work area for the benefit of your personnel and others who must use the area.

Refuse and scraps should not be allowed to accumulate, particularly when they interfere with work flow or create additional fire hazards.

Continuous clean up will help to reduce the exposure to accidents and fires, and make it easier for everyone to get their work accomplished.

POWER ACTUATED TOOLS:

Only employees who have been trained in the operation of the particular tool in use will be allowed to operate a power-actuated tool.

Personal protective equipment (safety glasses) shall be worn when operating the tool.

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AFFIRMATIVE ACTION POLICY

Margolis Nursery Inc. is an Equal Opportunity Employer and follows an established policy of promoting equal opportunity for all qualified employees.

The company does not discriminate on the basis of Race, Color, Age, Religion, National Origin, Sex, Height, Weight, or Marital Status. This policy further applies to persons who are Handicapped, or Disabled Veterans.

When advertising in the newspaper or any other source, we specify that we are "AN EQUAL OPPORTUNITY EMPLOYER".

Employees are treated equally with respect to compensation and opportunities for advancement, including promotion.

We strive to maintain a good working environment free of harassment of any kind.

E. Schedule of Pricing/Cost – 20 Points

City-Wide Tree Planting, City of Ann Arbor, Michigan
 Fall 2022 (500 trees)

Provide pricing (**unit price per tree planted**) and quantities for all tree species bidder can acquire, which may total more than 500 trees for the season. The City will choose the species and quantities, based on the bid, for an estimated total of 600 trees for the fall planting season. **Pricing provided shall be valid for the length of the contract. Bid must include a minimum of 20 different species for the spring 2022 planting season, including, those specified as “required to bid” on bid sheet. Note: This Agreement may be extended by the City Administrator for two (2) additional one-year periods on the same terms and conditions provided both parties agree to the extension and subject to the annual appropriation of funds.**

ALL SPECIES ARE REQUIRED TO BID

Company: Margolis Companies

Unit Price Bid –

Common Name	Latin Name	Mature Size	# B&B Available	B&B Price per Tree Planted
Paperbark maple	<i>Acer griseum</i>	Small	10	450. ⁰⁰
Miyabei maple	<i>Acer miyabei</i>	Medium	15	350. ⁰⁰
Red maple	<i>Acer rubrum</i>	Large	50	300. ⁰⁰
Ohio buckeye	<i>Aesculus glabra</i>	Medium	20	400. ⁰⁰
Horse chestnut	<i>Aesculus hippocastanum</i>	Large	20	400. ⁰⁰
Yellow buckeye	<i>Aesculus octandra</i>	Large	20	400. ⁰⁰
Serviceberry	<i>Amelanchier spp.</i> (Specify sp/cultivar below)	Small	30	325. ⁰⁰
Pawpaw	<i>Asimina triloba</i>	Small	15	450. ⁰⁰
River birch	<i>Betula nigra</i>	Large	20	325. ⁰⁰
American hornbeam	<i>Carpinus caroliniana</i>	Medium	20	350. ⁰⁰
Bitternut hickory	<i>Carya cordiformis</i>	Large	15	385. ⁰⁰
Pignut hickory	<i>Carya glabra</i>	Large	15	385. ⁰⁰
Hackberry	<i>Celtis occidentalis</i>	Large	20	350. ⁰⁰
Katsura	<i>Cercidiphyllum japonicum</i>	Large	20	325. ⁰⁰
Redbud	<i>Cercis Canadensis</i>	Small	50	350. ⁰⁰
Yellowwood	<i>Cladrastis lutea</i>	Medium	30	425. ⁰⁰
Flowering dogwood	<i>Cornus florida</i>	Medium	20	300. ⁰⁰
Hardy rubber-tree	<i>Eucommia ulmoides</i>	Medium	15	450. ⁰⁰
American beech	<i>Fagus grandifolia</i>	Large	15	325. ⁰⁰

Ginkgo - male only	<i>Ginkgo biloba</i>	Large	30	350. ⁰⁰
Kentucky coffeetree	<i>Gymnocladus dioicus</i>	Large	30	325. ⁰⁰
Tuliptree	<i>Liriodendron tulipifera</i>	Large	30	300. ⁰⁰
Sweetgum	<i>Liquidambar styruciflua</i>	Large	30	300. ⁰⁰
Amur maackia	<i>Maackia amurensis</i>	Small	20	395. ⁰⁰
Crabapple disease resistant cultivars	<i>Malus spp. (Specify cultivar)</i>	Small	50	300. ⁰⁰
Dawn redwood	<i>Metasequoia glyptostroboides</i>	Large	30	325. ⁰⁰
Blackgum	<i>Nyssa sylvatica</i>	Medium	20	395. ⁰⁰
Hophornbeam	<i>Ostrya virginiana</i>	Medium	15	385. ⁰⁰
London planetree	<i>Platanus x acerifolia</i>	Large	30	300. ⁰⁰
Ornamental cherry	<i>Prunus spp. (Specify species below)</i>	Small	20	350. ⁰⁰
White oak	<i>Quercus alba</i>	Large	15	365. ⁰⁰
Swamp white oak	<i>Quercus bicolor</i>	Large	15	365. ⁰⁰
Bur oak	<i>Quercus macrocarpa</i>	Large	15	365. ⁰⁰
Chinquapin oak	<i>Quercus muehlenbergii</i>	Medium	15	365. ⁰⁰
Chestnut oak	<i>Quercus prinus (montana)</i>	Large	15	365. ⁰⁰
Northern red oak	<i>Quercus rubra</i>	Large	15	350. ⁰⁰
Japanese tree lilac	<i>Syringa reticulate</i>	Small	30	325. ⁰⁰
Bald cypress	<i>Taxodium distichum</i>	Large	20	325. ⁰⁰
American basswood	<i>Tilia americana</i>	Large	30	300. ⁰⁰
Silver linden	<i>Tilia tomentosa</i>	Large	30	375. ⁰⁰
Accolade elm	<i>Ulmus x 'Accolade'</i>	Large	30	325. ⁰⁰
American elm Dutch elm disease resistant cultivars	<i>Ulmus Americana</i>	Large	30	300. ⁰⁰

Price per tree watering on a bi-weekly basis during guarantee period: \$ 8.⁰⁰

City-Wide Tree Planting, City of Ann Arbor, Michigan
Spring 2023 (500 trees)

Provide pricing (**unit price per tree planted**) and quantities for all tree species bidder can acquire, which may total more than 500 trees for the season. The City will choose the species and quantities, based on the bid, for an estimated total of 600 trees for the fall planting season. **Pricing provided shall be valid for the length of the contract. Bid must include a minimum of 20 different species for the spring 2022 planting season, including, those specified as “required to bid” on bid sheet.** Note: This Agreement may be extended by the City Administrator for two (2) additional one-year periods on the same terms and conditions provided both parties agree to the extension and subject to the annual appropriation of funds.

ALL SPECIES ARE REQUIRED TO BID

Company: Margolis Companies

Unit Price Bid –

Common Name	Latin Name	Mature Size	# B&B Available	B&B Price per Tree Planted
Paperbark maple	<i>Acer griseum</i>	Small	20	495. ⁰⁰
Miyabei maple	<i>Acer miyabei</i>	Medium	20	385. ⁰⁰
Striped maple	<i>Acer pensylvanicum</i>	Small	10	475. ⁰⁰
Red maple	<i>Acer rubrum</i>	Large	50	330. ⁰⁰
Ohio buckeye	<i>Aesculus glabra</i>	Medium	20	440. ⁰⁰
Horse chestnut	<i>Aesculus hippocastanum</i>	Large	20	440. ⁰⁰
Yellow buckeye	<i>Aesculus octandra</i>	Large	20	440. ⁰⁰
Serviceberry	<i>Amelanchier sp.</i> (Specify spp/Cultivar)	Small	30	355. ⁰⁰
Pawpaw	<i>Asimina triloba</i>	Small	15	495. ⁰⁰
River birch	<i>Betula nigra</i>	Large	30	355. ⁰⁰
American hornbeam	<i>Carpinus caroliniana</i>	Medium	30	385. ⁰⁰
Butternut hickory	<i>Carya cordiformis</i>	Large	15	425. ⁰⁰
Shagbark hickory	<i>Carya ovata</i>	Large	15	425. ⁰⁰
Hackberry	<i>Celtis occidentalis</i>	Large	30	385. ⁰⁰
Katsura	<i>Cercidiphyllum japonicum</i>	Large	30	355. ⁰⁰
Redbud	<i>Cercis Canadensis</i>	Small	50	385. ⁰⁰
Yellowwood	<i>Cladrastis lutea</i>	Medium	30	465. ⁰⁰
Flowering dogwood	<i>Cornus florida</i>	Medium	30	330. ⁰⁰
Hardy rubber-tree	<i>Eucommia ulmoides</i>	Medium	20	495. ⁰⁰
American beech	<i>Fagus grandifolia</i>	Large	20	355. ⁰⁰
Ginkgo - male only	<i>Ginkgo biloba</i>	Large	30	385. ⁰⁰

Honeylocust (thornless variety)	<i>Gleditsia triacanthos var. inermis</i>	Large	30	330. ⁰⁰
Kentucky coffeetree	<i>Gymnocladus dioicus</i>	Large	30	355. ⁰⁰
Tuliptree	<i>Liriodendron tulipifera</i>	Large	50	330. ⁰⁰
Amur maackia	<i>Maackia amurensis</i>	Small	20	435. ⁰⁰
Crabapple disease resistant cultivars	<i>Malus spp. (Specify cultivar)</i>	Small	50	330. ⁰⁰
Dawn redwood	<i>Metasequoia glyptostroboides</i>	Large	30	355. ⁰⁰
Blackgum	<i>Nyssa sylvatica</i>	Medium	20	435. ⁰⁰
Hophornbeam	<i>Ostrya virginiana</i>	Medium	20	425. ⁰⁰
London planetree	<i>Platanus x acerifolia</i>	Large	30	330. ⁰⁰
Ornamental cherry	<i>Prunus spp. (Specify cultivar)</i>	Small	30	385. ⁰⁰
White oak	<i>Quercus alba</i>	Large	30	400. ⁰⁰
Swamp white oak	<i>Quercus bicolor</i>	Large	30	400. ⁰⁰
Bur oak	<i>Quercus macrocarpa</i>	Large	30	400. ⁰⁰
Chinquapin oak	<i>Quercus muehlenbergii</i>	Medium	15	400. ⁰⁰
Chestnut oak	<i>Quercus prinus (montana)</i>	Large	15	400. ⁰⁰
Northern red oak	<i>Quercus rubra</i>	Large	30	385. ⁰⁰
Sassafras	<i>Sassafras albidum</i>	Large	10	495. ⁰⁰
Japanese tree lilac	<i>Syringa reticulate</i>	Small	30	355. ⁰⁰
Bald cypress	<i>Taxodium distichum</i>	Large	30	355. ⁰⁰
Accolade elm	<i>Ulmus x 'Accolade'</i>	Large	30	355. ⁰⁰
American elm Dutch elm disease resistant cultivars	<i>Ulmus Americana</i>	Large	30	330. ⁰⁰

Price per tree watering on a bi-weekly basis during guarantee period: \$ 8.⁰⁰

Material, Equipment and Environmental Alternatives

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

If an environmental alternative is bid the City strongly encourages bidders to provide recent examples of product testing and previous successful use for the City to properly evaluate the environmental alternative. Testing data from independent accredited organizations are strongly preferred.

Item Number	Description	Add/Deduct Amount
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None

If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the Contract.

Signature of Authorized Representative of Bidder *Meritt Bernstein* Date *6-20-22*

Potential Source(s) of Tree Stock

Fall 2022

(Attach additional sheets, if necessary)

Grower Name	Location where trees grown (City, State)
Margolis Nursery	Ypsilanti, MI.
Steinkoff Nursery	Snover, MI
Christensen's	Plymouth, MI
Lake County Nursery	Perry, OH
Schichtels Nursery	Springville, NY
McHutchison, Inc.	Wayne, NJ

Spring 2023

Grower Name	Location where trees grown (City, State)
Margolis Nursery	Ypsilanti, MI
Steinkoff Nursery	Snover, MI
Christensen's	Plymouth, MI
Lake County Nursery	Perry, OH
Schichtels Nursery	Springville, NY
McHutchison, Inc.	Wayne, NJ

ATTACHMENT B
GENERAL DECLARATIONS

City of Ann Arbor
Guy C. Larcom Municipal Building
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements and Declaration of Compliance Form, Living Wage requirements and Declaration of Compliance Form, Prevailing Wage requirements and Declaration of Compliance Form, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference, General Information, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered None, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:320 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS 20th DAY OF June, 2023

Margolis Companies
Bidder's Name

9600 Cherry Hill
Ypsilanti, MI 48198
Official Address

734-482-0771
Telephone Number

Merrill Bumstead
Authorized Signature of Bidder

Merrill Bumstead
(Print Name of Signer Above)

mbumstead@margoliscompanies.com
Email Address for Award Notice

ATTACHMENT C
LEGAL STATUS OF BIDDER

(The bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is:

* A corporation organized and doing business under the laws of the State of Michigan, for whom Merrill Bumstead, bearing the office title of Project Manager, whose signature is affixed to this Bid, is authorized to execute contracts.

NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

• A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

* A partnership, organized under the laws of the state of _____ and filed in the county of _____, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

* An individual, whose signature with address, is affixed to this Bid: _____ (initial here)

Authorized Official

Merrill Bumstead Date 6-20, 2022

(Print) Name Merrill Bumstead Title Project Manager

Company: Margolis Companies

Address: 9600 Cherry Hill Ypsilanti, MI 48198

Contact Phone (734) 482-0771 Fax (734) 482-3870

Email mbumstead@margoliscompanies.com

ATTACHMENT D
PREVAILING WAGE DECLARATION OF COMPLIANCE

The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. Where the contract and the Ann Arbor City Code are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that any employees of the contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with section 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of the City of Ann Arbor.

At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

- (a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City,
- (b) To require each subcontractor performing work covered or funded by this contract with the City to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the wage and employment provisions of the Chapter 14 of the Ann Arbor City Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Ann Arbor City Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Ann Arbor City Code it shall be deemed a material breach of the terms of the contract and grounds for termination of same by the City.

Margolis Companies
Company Name

Merrill Bumstead 6-20-22
Signature of Authorized Representative Date

Merrill Bumstead Project Manager
Print Name and Title

9600 Cherry Hill Rd Ypsilanti, MI 48198
Address, City, State, Zip

734-482-0771 mbumstead@margoliscompanies.com
Phone/Email address

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500

ATTACHMENT E

LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here No. of employees __

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$14.82/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$16.52/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Margolis Companies
Company Name

9600 Cherry Hill
Street Address

Merrill Bumstead 6-20-22
Signature of Authorized Representative Date

Ypsilanti, MI 48198
City, State, Zip

Merrill Bumstead Project Manager
Print Name and Title

734-482-0771
Phone/Email address

mbumstead@margoliscompanies.com

