

Contract for Design, Planting, & Maintenance of Downtown Garden Beds, Planters, & Trees

This Contract entered into this 11th day of **May, 2021** by and between the City of Torrington, a municipal corporation located in the County of Litchfield and State of Connecticut, hereinafter referred to as "City", and Still River Gardens, LLC., a Connecticut company qualified to do business in the State of Connecticut, hereinafter referred to as "Contractor."

Witnesseth:

Whereas, the City Council is authorized to make expenditures for the operation and maintenance of the Beds, Planters, and Trees in Downtown Torrington and is committed to maintaining the beauty of the Downtown, including Franklin Plaza, City Hall, Main Street, City Hall Ave., East Main Street, and Water Street;

Whereas, the City acknowledges that the Contractor is a horticultural professional and licensed arborist, qualified to exercise independent decision making and judgment with the day to day management of the Downtown Gardens, Planters, and Trees and contracted for that purpose; and

Now, therefore, the City and the Contractor, for the consideration and in accordance with the terms and conditions hereinafter set forth, hereby agree as follows:

1. Engagement of Contractor

The City hereby engages the Contractor and the Contractor hereby agrees to perform systematic maintenance of the garden beds, planters, and trees outlined in the map provided in Exhibit A within Attachment #1, RFQ# Design, Planting, and Maintenance of Downtown Garden Beds, Planters, and Trees.

2. Scope of Work for Care and Maintenance of the Downtown Garden Beds, Planters, and Trees

Gardens and Planters - The work shall include:

- a. Plant, prune, and provide general maintenance of the existing trees, shrubs and flower beds located within the area outlined in the attached Exhibit A within Attachment #1, RFQ# Design, Planting, and Maintenance of Downtown Garden Beds, Planters, and Trees.
- b. Meet on an as needed basis with members of the Downtown Garden Review Committee, and Superintendent of Parks and Recreation, and Director of Public

Works, hereinafter referred to as "Committee", should any questions or concerns arise during the contract year.

- c. The Contractor will be required to submit concept plans electronically the 1st Wednesday in April and August to be reviewed by the Committee. The Committee will provide feedback to the Contractor through the Superintendent of Parks and Recreation.
- d. Any recommended changes to the current conditions outlined in the map in Exhibit A by either the City or the Contractor shall be made in writing via email.
- e. The Contractor will also be required to submit two annual reports with a brief summary of the work performed supported by photo documentation.
- f. Provide routine maintenance for the existing landscaped areas and the existing perennial shrubs, flowers and plantings, in addition to providing, planting and maintaining annuals and perennials within the bedding areas. Routine maintenance work for all bedding areas and tree rings shall include the maintenance, replacement, and care of compost and/or topsoil. Either the use of mulch or compost in the gardens is acceptable as warranted. Routine Maintenance shall also include watering as necessary beyond the existing irrigation program, applying nutrients, pruning, weeding (garden beds and tree rings), edging (garden beds and tree rings), and/or general maintenance to maintain high quality gardens in a neat and presentable condition at all times from April through the beginning of November (routine maintenance may be needed a few times per week). Although organic applications are preferred for the care and maintenance of the gardens and trees, the contractor may be allowed to use synthetic and other related applications as conditions warrant, after consulting with the Superintendent of Parks and Recreation prior to the beginning of each season. Use of such applications is subject to approval by the Superintendent of Park and Recreation and must be performed by a licensed applicator.
- g. Prune trees, flowers, ornamental grasses, and other selective plantings, as needed prior to the end of the fall season. Remove all pruned materials off site.
- h. Manually remove foreign growth in all beds. Each planting area shall be kept free of weeds by the immediate removal of any and all foreign growth when such growth becomes visible. As noted previously, although organic applications are preferred for the care and maintenance of the gardens and trees, the contractor may be allowed to use synthetic and other related applications as conditions warrant, after consulting with the Superintendent of Parks and Recreation prior to the beginning of each season. Use of such applications is subject to approval by the Superintendent of Park and Recreation and must be performed by a licensed applicator.

- i. Remove debris from within all beds and planters, including but not limited to; leaves, weeds, dead plants, and other extraneous materials and dispose of all organic materials offsite.
- j. The Contractor shall communicate with the Superintendent of Parks and Recreation to determine the appropriate time to remove plants and begin preparing the gardens for winter based on schedules (including planting of bulbs), existing garden conditions, and weather conditions. At a point in time that is agreed upon by both the Contractor and the Superintendent of Parks and Recreation, annual flowers planted in the designated locations shall be removed from the designated beds without damaging the perennials. After the removal of such plantings, the annual flower beds shall be raked to restore the areas to a neat and presentable condition. During this time all perennial plantings shall be pruned appropriately according to each plant. Perennials shall be split and moved or removed as necessary to maintain appropriate size of plant. The Contractor shall provide the Superintendent of Parks and Recreation with a list of plants (extra perennials) removed from the garden beds after splitting them. This list shall include varieties and quantities. The Superintendent of Parks and Recreation will coordinate a plan for what to do with such plants. All other materials removed from the gardens shall be disposed of offsite by the contractor.
- k. Winterizing Gardens – “Putting the Gardens to Bed” – If applicable, remove selection of plants from garden beds that need to be stored for winter and prepare them for storage, as necessary. The contractor shall store and maintain selected plants in a temperature-controlled location. Soil is to be amended in areas where needed and bulbs are to be planted and fed with organic nutrients. Cover beds with compost, as needed and spruce boughs for winter protection and aesthetics. Other winterizing measures: Cover areas susceptible to winter conditions and related winter maintenance of walkways and common areas and use burlap or other appropriate materials for protecting plants subject to winter burn. If applicable, a complete listing of all stored plants shall be provided by the Contractor.
- l. Except the circumstances stated in Paragraph 7n, the Contractor shall be responsible for the replacement of all dead or dying plants.
- m. The contractor will make every effort to use methods and products to maintain those existing beds/planters in good condition. The Contractor will plant a variety of living material consisting of mixed evergreens, annual and perennial flowering plants which will be kept in healthy and colorful condition with balanced proportions and varying blooming times. Beds will consist of mostly perennials to keep year-round interest in beds and to keep plant material costs down over time. Some annuals will be added periodically to give color to beds between blooming times of perennials and provide contrast when needed. The selection of plant materials will be at the sole discretion of Contractor but varietal options may be considered upon suggestions from responsible parties and City Department Managers.

- n. The contractor will insure that all plants are installed in the proper manner for best survival. This includes setting plants in drip zone areas where plants roots will receive plantings. Contractor will be responsible for replacement of plants if required at contractors' expense. Furthermore, the Contractor will be responsible to implement a watering plan to maintain the gardens.
- o. Beds do not have an irrigation system and will require an outside water source. In order to achieve proper irrigation, Contractor should have equipment to monitor and maintain watering of the gardens/pots/beds. Additionally, the Franklin Plaza has water spigots located throughout the plaza, no more than 100' apart.
- p. Spring and fall cleanup
- q. Soil to be amended in areas where needed
- r. Prune back summer flowering as needed by shaping or shearing as needed.
- s. NO INVASIVE SPECIES SHALL BE PLANTED
- t. Contractor is responsible for supplying all necessary tools and equipment to perform the scope of work.
- u. The Contractor is responsible to place the "Call-Before-You-Dig" and for field verification of the elevations and locations of all utilities and services.
- v. Supply and plant all plant materials (perennials, annuals, mulch, etc.) for Seasonal changes throughout the contract (spring/summer, fall and winter) (See Exhibit A):
 - 1. Sidewalk street pots located on both sides of Main Street in downtown Torrington. Top exterior planter dimension of 30"x30", top interior, 22"x22"; bottom interior, 18"x18"; height is 30".
 - 2. Island Planters located on Main Street in downtown Torrington. Smaller northerly island approximately 190 S.F.; larger southerly island approximately 792 S.F.
 - 3. Franklin Plaza/Patterson Park area including small planted tree wells; larger planted tree wells, all landscaped areas adjacent to the plaza, the center circle of Franklin Street and landscaped areas around the Franklin plaza parking lot and associated sidewalks. Much of Franklin Plaza has recently been planted, the contractor shall maintain existing perennials and plant Seasonal changes in the areas designated at annual gardens.

4. City Hall pots and planter beds.
5. The City of Torrington reserves the right to add/remove any of the pots/planters/bed/tree's locations from this project.
6. The planters and island gardens are currently planted with a variety of perennials and annuals. The Contractor will reuse perennials if/when it is an acceptable and viable option to do so.

Trees - The work shall include:

- a. Provide general maintenance of the existing trees, shrubs and flower beds located within the area outlined in the attached Exhibit A within Attachment #1, RFQ# Design, Planting, and Maintenance of Downtown Garden Beds, Planters, and Trees.
- b. Meet on an as needed basis with members of the Downtown Garden Review Committee, and Superintendent of Parks and Recreation, and Director of Public Works, hereinafter referred to as "Committee", should any questions or concerns arise during the contract year.
- c. The Contractor will be required to submit electronically one (1) annual report on the health and condition of the trees in Exhibit A including photo documentation to the Director of Public Works and Superintendent of Parks and Recreation.
- d. Any recommended changes to the current conditions outlined in the map in Exhibit A by either the City or the Contractor shall be made in writing via email.
- e. Prepare a detailed plan for maintaining all trees.
- f. Contractor shall be or have available a licensed Arborist in the State of Connecticut.
- g. The Contractor will be required to submit electronically an updates to the original as-built plans.
- h. Routine maintenance work for all bedding areas shall include the maintenance, replacement and care of mulch and/or topsoil. Routine Maintenance shall also include watering as necessary, applying nutrients, weeding, pruning and/or general maintenance to maintain a high-quality tree in a neat and presentable condition at all times.
- i. Pruning will primarily be performed during the Fall season. Pruning shall be conducted under the supervision of a licensed Arborist. Pruning shall be completed by December 1.
- j. Manually remove foreign growth in all beds. Each planting area shall be kept free of weeds by the immediate removal of any and all foreign growth when such growth becomes visible.

- k. Remove debris from within all beds, including but not limited to; trash, leaves, weeds, dead plants, etc.
- l. In case of unforeseen circumstances, such as, but not limited to vandalism, natural disasters, or other events not caused by the negligence of the Contractor, upon approval by the Superintendent of Parks & Recreation, or his designee, the Contractor shall provide an hourly rate for pre-approved work necessary to repair the damages to the trees which will not exceed the scope of work outlined in this RFQ.
- m. Contractor shall inspect and monitor trees for invasive species including but not limited to Emerald Ash Borer, Asian Longhorn Beetle, Spotted Lantern Fly.
- n. Contractor shall inspect and monitor trees for indications of disease.
- o. The contractor will make every effort to use methods and products to maintain those existing trees in good and healthy condition.
- p. The contractor will ensure that all trees are planted in the proper manner for best survival.
- q. Trees do not have an irrigation system and may require an outside water source. In order to achieve proper irrigation, Contractor should have equipment to monitor and maintain watering of the trees. Additionally, the Franklin Plaza has water spigots located throughout the plaza, no more than 100' apart.
- r. Contractor shall be responsible for notifying the Director of Public Works and the Superintendent of Parks & Recreation of any tree that is determined by a licensed Arborist to be a hazard or in poor health. Contractor shall recommend a plan of action to remove and replace or nurture the tree back to health. In the event a tree is recommended for removal contractor shall submit a separate proposal for the removal and replacement. Contractor shall submit ISA "Basic Tree Risk Assessment Form".
- s. NO INVASIVE SPECIES OF TREES SHALL BE PLANTED.
- t. Soil to be amended in areas where needed.
- u. Contractor is responsible for supplying all necessary tools and equipment to perform the scope of work.
- v. The Contractor is responsible to place the "Call-Before-You-Dig" and for field verification of the elevations and locations of all utilities and services.

3. City Responsibilities

- a. The Committee which shall be comprised of the Superintendent of Park and Recreation, Director of Public Works, and other assigned City Officials.
- b. The City will notify the Contractor of any digging or disturbance to the gardens or plantings prior to initial disturbance.
- c. The Contractor shall invoice the City for Labor in bi-annual installments. City will make sure invoices are paid by or before each of the following dates: July 15th and December 15th to the Contractor.
- d. The Contractor shall invoice the City for preapproved material costs. Costs shall not exceed \$10,760 annually unless preapproved by the City. The invoice shall include a brief summary of the materials (variety, quantity, etc.) and designated install locations.
- e. The City designates the Superintendent of Parks and Recreation, as the contact person for the Contract.

4. Term and Modification of Contract

- a. The parties agree that the term of this contract is an annual contract renewable for up to five (5) years which shall begin on July 1, 2021 and end on June 30, 2025.
- b. The Contractor and the City agree to operate on a time and material basis in accordance with the terms and conditions of this contract, from April 1 through June 30, 2021, not to exceed \$19,711.77 for all labor and materials.
- c. The Contractor shall submit a letter of "Intent to Renew" the contract based on the terms and conditions herein set forth by June 1st of each year.
- d. The City shall submit a letter of "Intent to Renew" the contract based on the terms and conditions herein set forth by June 1st of each year.
- e. The Contractor has agreed to meet all terms and conditions outlined in the contract at the same cost for labor and materials.

5. Contractor Performance Review

- a. The City, through the Committee shall evaluate the performance of the Contractor by completing a Performance Appraisal.
- b. At the end of the year, all members of the Committee, defined in 3a will be allowed to complete a performance evaluation to be submitted to the Superintendent of Parks and Recreation for review.

6. Cost breakdown

- a. The total price shall include **ALL** costs for providing routine maintenance for the existing bedding areas and the existing perennial shrubs, flowers and plantings and the cost of providing, planting and maintaining all new perennial and annual flowers and plantings within the bedding areas.
- b. The parties agree that contract costs for Year #1, including all labor and materials shall not exceed Sixty-Eight Thousand, Two-Hundred Twenty-Five Dollars (\$68,225.00) for the complement of services and materials as described below:
 - **Labor costs shall not exceed \$57,465.00.**
 - **Material costs shall not exceed \$10,760.00, unless preapproved by the City of Torrington and supported by an invoice from the Contractor and a brief summary of the materials (variety, quantity, etc.) and designated install locations.**
- c. If renewed the parties agree that contract costs for Year #2, including all labor and materials shall not exceed Sixty-Eight Thousand, Two-Hundred Twenty-Five Dollars (\$68,225.00) for the complement of services and materials as described below:
 - **Labor costs shall not exceed \$57,465.00.**
 - **Material costs shall not exceed \$10,760.00, unless preapproved by the City of Torrington and supported by an invoice from the Contractor and a brief summary of the materials (variety, quantity, etc.) and designated install locations.**
- d. If renewed the parties agree that contract costs for Year #3, including all labor and materials shall not exceed Sixty-Eight Thousand, Two-Hundred Twenty-Five Dollars (\$68,225.00) for the complement of services and materials as described below:
 - **Labor costs shall not exceed \$57,465.00.**
 - **Material costs shall not exceed \$10,760.00, unless preapproved by the City of Torrington and supported by an invoice from the Contractor and a brief summary of the materials (variety, quantity, etc.) and designated install locations.**

- e. If renewed the parties agree that contract costs for Year #4, including all labor and materials shall not exceed Sixty-Eight Thousand, Two-Hundred Twenty-Five Dollars (\$68,225.00) for the complement of services and materials as described below:

- **Labor costs shall not exceed \$57,465.00.**
- **Material costs shall not exceed \$10,760.00, unless preapproved by the City of Torrington and supported by an invoice from the Contractor and a brief summary of the materials (variety, quantity, etc.) and designated install locations.**

- f. If renewed the parties agree that contract costs for Year #5, including all labor and materials shall not exceed Sixty-Eight Thousand, Two-Hundred Twenty-Five Dollars (\$68,225.00) for the complement of services and materials as described below:

- **Labor costs shall not exceed \$57,465.00.**
- **Material costs shall not exceed \$10,760.00, unless preapproved by the City of Torrington and supported by an invoice from the Contractor and a brief summary of the materials (variety, quantity, etc.) and designated install locations.**

“Materials” include plants, shrubs, compost, fertilizer, and any other items that are installed within the areas outlined in Exhibit A, it does not include any equipment cost or repair. Administrative costs are reimbursable when pre-approved by the Superintendent of Parks and Recreation.

- g. Invoices for all materials shall be submitted to the City for reimbursement to Contractor. The City shall pay for only those materials purchased for use in the areas outlined in Exhibit A.
- h. In case of unforeseen circumstances, such as, but not limited to vandalism, natural disasters or irrigation problems, not caused by the negligence of the Contractor, upon approval by the Superintendent of Parks and Recreation, or his designee, the Contractor shall be compensated for the additional labor costs to repair the damages to the garden beds, planters, and trees at an hourly rate of \$45.00 per hour. The City will also pay for additional replacement materials.

8. Incorporation of Other Documents

The Contractor understands that all of the terms and conditions of the RFQ# Design, Planting, and Maintenance of Downtown Garden Beds, Planters, and Trees, attached hereto as Attachment #1, is incorporated and made part of this contract except where

superseded by this Amended Contract.

9. Indemnification

The parties agree to indemnify, defend and save harmless, each other as well as its officers, agents and employees from any and all claims and losses accruing or resulting from the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by either party in the performance of this Contract.

A current Certificate of Insurance shall be provided annually with limits no less than \$1,000,000.00.

10. Amendments

- a. This Contract may only be amended in writing and duly executed by both parties.
- b. This Contract may be executed in multiple copies and in counterparts, and each such copy which shall be regarded as an original.

11. Termination

- a. In the event Still River Gardens, LLC does not or cannot fulfill its obligations under the terms of this contract, the City of Torrington shall send written notice of deficiencies that shall be corrected. Still River Gardens shall have 30 days to correct said deficiencies. Failure to correct noticed deficiencies shall be cause for termination.
- b. In the event the City of Torrington does not or cannot fulfill its obligations under the terms of this contract, the Still River Gardens, LLC shall send written notice of deficiencies that shall be corrected. City of Torrington shall have 30 days to correct said deficiencies. Failure to correct noticed deficiencies shall be cause for termination.

12. Notices

- a. All notices shall be in writing which may include email or may be delivered personally, by United States certified or registered mail, postage prepaid, return receipt requested, or by a recognized overnight delivery service. All notices must be delivered to the parties at their respective addresses set forth below. The date that notice shall be deemed to have been made shall be the date of delivery, when delivered personally; on written verification of receipt if delivered by overnight delivery; or the date set forth on the return receipt if sent by certified or registered mail.

If to the City of Torrington:

City of Torrington
c/o Superintendent of Parks and Recreation
140 Main Street
Torrington, CT 06790

If to Still River Gardens:

Still River Gardens, LLC
c/o Jeremy Stickney, Owner
22 Wheeler Road
Litchfield, CT 06759

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

11th day of May, 2021.

Signed in the presence of:

Barbara C. Saladin
Barbara C. Saladin

Maurette M. Wall
Maurette M. Wall

Signed in the presence of:

Barbara C. Saladin
Barbara C. Saladin

Maurette M. Wall
Maurette M. Wall

CITY OF TORRINGTON

By: Elinor Carbone
Elinor Carbone, Its Mayor

COMPANY

By: Jeremy Stickney
Jeremy Stickney, Its Principal

STATE OF CONNECTICUT }
 }
COUNTY OF LITCHFIELD }

ss. Torrington

On this 11th day of May 2021, before me, Maurette M. Wall, the undersigned officer, personally appeared Elinor Carbone, a municipal corporation, and that she, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand.

Maurette M. Wall

Maurette M. Wall, Notary Public
My Commission Expires 9/30/22

STATE OF CONNECTICUT }
 }
COUNTY OF LITCHFIELD }

ss. Torrington

On this 11th day of May 2021, before me, Maurette M. Wall, the undersigned officer, personally appeared Jeremy Stickney, who acknowledged himself to be the Principal of Still River Gardens, LLC., and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand.

Maurette M. Wall

Maurette M. Wall, Notary Public
My Commission Expires 9/30/22



CITY OF TORRINGTON
REQUEST FOR QUALIFICATIONS

RFQ #MDG-011-020421 DESIGN, PLANTING & MAINTENANCE OF DOWNTOWN GARDEN BEDS, PLANTERS & TREES

Bid opening: February 4, 2021 **Time:** 11:00 AM **Location:** City Hall, 140 Main St. Room 206, Torrington, CT

Bid Bond or Certified Check required with bid: N/A

Performance Bond required if awarded bid: N/A.

MUST SUBMIT AN ORIGINAL AND FOUR (4) COPIES.

The City of Torrington reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and to award the contract as will best serve the public interest.

Omit State and Federal Taxes.

All prices must be F.O.B.: Destination (Torrington) unless otherwise requested.

Dated in Torrington: January 13, 2021

Purchasing Agent _____
 Pennie Zucco

Item	Pricing
DESIGN, PLANTING & MAINTENANCE OF DOWNTOWN GARDEN BEDS, PLANTERS & TREES PER SPECIFICATIONS	"See Exhibit A"

The Purchasing Agent is authorized to offer City based bidders that exceed the lowest bid by up to 6%, the opportunity to match the lowest bid. A City based bidder within the 6% differential who agrees to accept the amount of the lowest bid will be awarded the bid. When multiple City based bidders agree to accept the amount of the low bid then the City based bidders will be invited to submit a new bid, not to exceed the low bid. The bid will then be awarded to the lowest responsive, responsible bidder.

Bidder: _____

Address: _____

(Signed By) _____ Title: _____

Name (please print) _____ Date: _____

Phone: _____ Fax: _____ E-Mail: _____

Federal Tax Identification Number: (FEIN) _____

Comments: _____

**CITY OF TORRINGTON
REQUEST FOR QUALIFICATIONS
RFQ# MDG-011-020421 DESIGN, PLANTING & MAINTENANCE OF DOWNTOWN
GARDEN BEDS, PLANTERS & TREES**

The City of Torrington is soliciting sealed proposals from licensed and insured contractor(s) for the purpose of selecting a qualified contractor(s) to provide design, planting and maintenance of flower beds/planters/pots/trees located in downtown Torrington.

Interested contractors are requested to submit sealed proposals by **FEBRUARY 4, 2021 by 11:00 AM**. Submit an original and four (4) exact copies to the Purchasing Department, 140 Main Street, Room 206, Torrington, CT 06790. Sealed envelopes should be clearly marked: **"RFQ #MDG-011-020421, DESIGN, PLANTING & MAINTENANCE OF DOWNTOWN GARDEN BEDS, PLANTERS & TREES"**. Proposals received after this date and time will be rejected and returned unopened. Questions must be submitted by **January 22, 2021 by 12:00 noon**. All questions should be submitted by email to pennie_zucco@torringtonct.org. Questions will be answered through an addendum which will be posted on the City of Torrington website. Interested contractors should check the website 48 hours before the opening date. Contractors mailing proposals should allow for normal delivery time to ensure timely receipt of their proposals. In the event of the closure of City Hall, proposals shall be due the next day when City Hall reopens for business, no later than 11:00 AM on that day. The City will not be liable for any costs incurred in the preparation of the response for this Request for Qualifications. **Proposals may not be submitted by e-mail or fax.**

Pennie Zucco
Purchasing Agent

**MBE's, WBE's and SBE's ARE ENCOURAGED TO APPLY
AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER**

Dated: January 13, 2021

**CITY OF TORRINGTON
REQUEST FOR QUALIFICATIONS: DESIGN, PLANTING & MAINTENANCE OF
DOWNTOWN GARDEN BEDS, PLANTERS & TREES
RFQ# MDG-011-020421**

A: GENERAL CONDITIONS

The City of Torrington is soliciting sealed proposals from licensed and insured contractor(s) for the purpose of selecting a qualified firm(s) to provide design, planting and maintenance of flower beds/planters/pots/trees located in downtown Torrington. This RFQ will be for the contractor(s) to perform seasonal design, landscape, planting and diligent care of areas designated in Exhibit A - the areas include but are not limited to Franklin Plaza, Main Street, City Hall, Water Street, City Hall Avenue and East Main Street (**see Exhibit A map for detailed landscape areas**) for the spring/summer, fall, and winter seasons. The contractor will be responsible for ALL materials such as compost, plants, shrubs, supplies, tools, equipment, and labor necessary to design seasonal displays and maintain the gardens in these locations. Plant selection & design will need to be coordinated with Department of Public Works.

The deadline for bid submittals is **FEBRUARY 4, 2021 at 11:00 AM**. Bids shall be submitted to the Purchasing Department, City Hall, 140 Main Street, Room 206, Torrington, CT 06790. One original and four (4) exact copies shall be placed in a sealed envelope and clearly marked "**RFQ #MDG-011-020421, DESIGN, PLANTING & MAINTENANCE OF DOWNTOWN GARDEN BEDS, PLANTERS & TREES**". Submittals received after the time and date specified will be rejected and returned unopened. In the event of the closure of City Hall, proposals shall be due the next day when City Hall reopens for business, no later than 11:00 AM on that day. The City will not be liable for any costs incurred in the preparation of the response for this Request for Qualifications. All proposal submissions and materials become property of the City and will not be returned. **No fax or e-mail Bids will be accepted.**

The Deadline for submitted questions is **January 22, 2021 at 12:00 noon**. Administrative questions may be directed to Pennie Zucco, Purchasing Agent, pennie_zucco@torringtonct.org. All information given by the city except by written addenda shall be informal and shall not be binding upon the city nor shall it furnish a basis for legal action by any Proposers against the City. Vendor responsible to check City website for addendum/updates 48 hours prior to submission date. Signed addendum(s) to be submitted with original submission.

This RFQ does not commit the City of Torrington to select any Respondent or enter into any contract agreement. The City of Torrington reserves the right to accept or reject any or all RFQ's; to waive any informalities, and if it is deemed to be in the public's best interest, to enter directly into negotiations with one or more Respondents based on responses to the RFQ, to request additional information and/or fee proposals from some or all Respondents. The City of Torrington reserves the right to accept any proposal deemed in the best interests of the City of Torrington.

The City will not be liable for any costs incurred by a firm in the preparation or submission of a proposal.

The information provided herein is not intended to and shall not bind the City of Torrington to any of the statements or assumptions set forth herein.

Responses must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

Successful respondents will be considered as "qualified consultants" and invited to submit fee proposals on projects based on specific scopes of work. Respondents with successful fee proposals will be expected to be able to commence services as soon as possible upon award, as determined by the City. Any contract entered into by the City and the successful respondent shall provide that the City may terminate the contract upon thirty (30) days' notice to the respondent. The information provided herein is not intended to and shall not bind the City of Torrington to any of the statements or assumptions set forth herein.

The proposer shall provide at least three (3) references including contact name, address, phone numbers, email, and project title and summary where similar services have been completed.

This Bid shall remain open and shall not be withdrawn for a period of sixty (60) days from the date set for its opening.

Any contract awarded is intended to be an annual contract with annual renewal(s) up to five years

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

**AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER
MBE'S WBE'S AND SBE'S ARE ENCOURAGED TO APPLY**

B: SUBMITTALS

The City is requesting the following:

1. A cover letter signed by the primary firm, binding the firm to all of the commitments made in the proposal. This shall include the primary contact information and all sub-consultants. **Note:** The City will contract with the primary consultant/firm of the team and all others will be considered sub-consultants under any executed agreement.
2. The services required by the City are categorized into two groups as listed in Section D – Scope of Work herein. Firms must clearly specify in their proposal, the work group(s) for the services they propose to provide. Firms shall provide separate Statement of Qualifications (SOQ) for each group(s).
3. Statement of Qualifications (SOQ) should be a narrative proposal that best represents your firm's qualifications to perform the requested services for one or more of the work practice groups listed herein. SOQ's should include the proposed project team, technical abilities, examples of previous projects, three (3) project references, and any other information that you consider important.
4. Proposals should be prepared simply and economically providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFQ. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. Proposals should not include any plastic covers, binders, or other non-recyclable materials.
5. Proposals should include example concept plans for all areas.
6. Portfolio outlining related work/projects completed – photos, descriptions, etc.
7. Firms may submit Qualification Statements for either one of the proposed services or may submit on both. (See Section D.1 & D.2)
8. Summary of Bidder Background - The following is a list of information that the Bidder should include in their proposal submission:
 - Firm's Name(s)
 - Address
 - Permanent office address, phone & fax numbers, email address for the point of contact within the Firms organization
 - Date Company Formed

- Must be licensed and insured and supply copy if awarded contract
- Non-Collusion Affidavit if awarded a contract
- Any additional forms the City may require

C: PROPOSAL EVALUATION AND SELECTION

1. The Selection Committee will evaluate each proposal to select a short list of firms for further consideration. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The Committee may contact references to verify material submitted by the Respondents.

2. If needed, the Committee will then schedule the interviews with the selected firms. The selected firms will be given the opportunity to discuss in more detail their approach to providing services, qualifications, past experience, and knowledge of the city. The interview must include the project team members expected to complete a majority of work. The interview shall consist of a presentation of approximately thirty (30) minutes by the Respondent, followed by approximately thirty (30) minutes of questions and answers. Audiovisual aids may be used during the oral interviews.

3. After evaluation of the proposals and interviews, the City will select the most suitable firm(s) for each work type group to be considered as "qualified consultants". The City will consider this list of qualified consultants for all immediate and future work.

4. As needed on a project by project basis, the City will develop a scope of work for services and request fee proposals from the list of qualified consultants related to a specific work practice group.

5. Based on the most suitable fee proposal, the City will request award of contract from City Council. Upon award from City Council, the City will ask the successful firm to execute a contract for services as per the scope of work and fee proposal. The successful firm will have seven (7) business days to execute the contract.

6. The City will issue the notice to proceed upon a fully executed contract by both parties.

7. The City reserves the right to not consider any fee proposal which is determined to be unresponsive and/or deficient in any of the information requested for evaluation. The City also reserves the right to waive the interview process and evaluate the consultants based on their proposals alone.

8. The schedule for procurement listed herein serves the immediate needs of the City for service contracts beginning in May 2021.

C.1: SCHEDULE

The following is a tentative schedule subject to change:

Activity/Event	Anticipated Date
Issue RFQ	January 14, 2021
Questions Due	January 22, 2021
Submittals Due	February 4, 2021 @11:00 AM
Committee Review	February 8-12, 2021
Firms Selected for Interview	February 15, 2021
Interview Firms	February 16-19, 2021
Firm(s) Selected to submit proposals	February 22, 2021
Scope of work and Fee Proposals	February 26, 2021
Fee Proposals Due	March 5, 2021
Award, Execution & Notice to Proceed	March 16, 2021
1st Season Plantings Complete	May 21, 2021

D: PROPOSED SCOPE OF WORK: Subject to Change

D.1 Gardens and Planters

The selected company or individual(s) would be required to meet the Projected Scope of Work for Design Care and Maintenance of the Downtown Gardens, Beds & Planters (See Exhibit A). The work shall include:

1. Plant, prune, and provide general maintenance of the shrubs and flower beds located within the designated areas.
2. Prepare a detailed plan for maintaining all garden beds.
3. Design all seasonal flower beds and include as-built plans showing the type, quality, quantity and minimum size of the flowers and plantings provided. The contractor will be responsible for submitting all as-built plans to the Superintendent.
4. Provide routine maintenance for the existing landscaped areas and the existing perennial shrubs, flowers and plantings, in addition to providing, planting and maintaining annual flowers and plantings within the bedding areas. Routine maintenance work for all bedding areas shall include the maintenance, replacement and care of mulch and/or topsoil. Routine Maintenance shall also include watering as necessary beyond the existing irrigation program, applying nutrients, weeding, pruning and/or general maintenance to maintain high quality gardens in a neat and presentable condition at all times from April through the beginning of November (routine maintenance may be needed daily as well).
5. Prune all flowers, roses, ornamental grasses and other selective plantings. Pruning will primarily be performed during the Fall season. All bedding, roses and perennial grasses shall be cut back to six inches (6"). Pruning shall be completed by December 1st.
6. Manually remove foreign growth in all beds. Each planting area shall be kept free of weeds by the immediate removal of any and all foreign growth when such growth becomes visible.
7. Remove debris from within all beds, including but not limited to; trash, leaves, weeds, dead plants, etc.
8. At the end of the growing season, the Contractor will be notified by the Superintendent and the final phase of the contract will begin. Annual flowers planted in the designated locations shall be removed from the designated beds without damaging the perennials. After the removal of such plantings, the annual flower beds shall be raked to restore the areas to a neat and presentable condition. During this time, all perennial plantings shall be deadheaded. All materials removed from the gardens shall be disposed of offsite.
9. Winterizing Gardens – "Putting the Gardens to Bed" - Prune back summer flowers, cover and remove all pruned materials off site. Remove selection of plants from garden beds that need to be stored for winter and prepare them for storage. The contractor shall store and maintain selected plants in a temperature controlled location. Soil is to be amended in areas where needed and bulbs are to be planted and fed with organic nutrients. Cover beds with compost and spruce boughs for winter protection and aesthetics. Other winterizing measures: Cover areas susceptible to winter conditions and related winter maintenance of walkways and common areas and use burlap or other appropriate materials for protecting plants subject to winter burn.
10. Prepare and submit three quarterly reports and one annual report in each contract year. The annual report will be presented to the Superintendent of Parks and Recreation December 1st as part of the contract review process. These reports shall outline the work completed during the specified time

period, including maintenance plans and details, planting designs, photo documentation, plant details, expense summary, etc.

11. City of Torrington Responsibilities: The City will notify the Contractor of any digging or disturbance to the gardens or plantings prior to initial disturbance. The City will be responsible for signing a yearly maintenance contract for the irrigation system with a qualified professional irrigation company.
12. The Contractor shall also be responsible for the replacement of all dead or dying plants. In case of unforeseen circumstances, such as, but not limited to vandalism, natural disasters or irrigation problems not caused by the negligence of the Contractor, upon approval by the Superintendent of Parks and Recreation, or his designee, the Contractor shall provide an hourly rate for pre-approved work necessary to repair the damages to the gardens which will not exceed the scope of work outlined in this RFQ. The Contractor is expected to maintain the existing perennial and selective plantings.
13. The contractor will make every effort to use methods and products to maintain those existing beds/planters in good condition. The Contractor will plant a variety of living material consisting of mixed evergreens, annual and perennial flowering plants which will be kept in healthy and colorful condition with balanced proportions and varying blooming times. Beds will consist of mostly perennials to keep year round interest in beds and to keep plant material costs down over time. Some annuals will be added periodically to give color to beds between blooming times of perennials and provide contrast when needed. The selection of plant materials will be at the sole discretion of Contractor but varietal options may be considered upon suggestions from responsible parties and City Department Managers.
14. The contractor will insure that all plants are installed in the proper manner for best survival. This includes setting plants in drip zone areas where plants roots will receive plantings. Contractor will be responsible for replacement of plants if required at contractors' expense. Furthermore, the Contractor will be responsible to implement a watering plan to maintain the gardens.
15. Beds do not have an irrigation system and will require an outside water source. In order to achieve proper irrigation, Contractor should have equipment to monitor and maintain watering of the gardens/pots/beds. Although the Contractor cannot drive the Public Works water truck, the City's garden water truck may be available for this purpose upon direction from City approval. If approved, watering truck would be available during regular working hours. Additionally, the Franklin Plaza has water spigots located throughout the plaza, no more than 100' apart.
16. Spring and fall cleanup
17. Soil to be amended in areas where needed
18. Prune back summer flowering as needed (shaping only, no shearing)
19. NO INVASIVE SPECIES SHALL BE PLANTED
20. Contractor is responsible for supplying all necessary tools and equipment to perform the scope of work.
21. The Contractor is responsible to place the "Call-Before-You-Dig" and for field verification of the elevations and locations of all utilities and services.
22. Supply and plant all plant materials (perennials, annuals, mulch, etc.) for Seasonal changes throughout the contract (spring/summer, fall and winter) (See Exhibit A):
 1. Sidewalk street pots located on both sides of Main Street in downtown Torrington. Top exterior planter dimension of 30"x30", top interior, 22"x22"; bottom interior, 18"x18"; height is 30".

2. Island Planters located on Main Street in downtown Torrington. Smaller northerly island approximately 190 S.F.; larger southerly island approximately 792 S.F.
3. Franklin Plaza/Patterson Park area including small planted tree wells; larger planted tree wells, all landscaped areas adjacent to the plaza, the center circle of Franklin Street and landscaped areas around the Franklin plaza parking lot and associated sidewalks. Much of Franklin Plaza has recently been planted, the contractor shall maintain existing perennials and plant Seasonal changes in the areas designated at annual gardens.
4. City Hall pots and planter beds
5. The City of Torrington reserves the right to add/remove any of the pots/planters/bed/trees locations from this project
6. The planters and island gardens are currently planted with a variety of perennials. The city wishes to retain those perennials and request that supplemental annuals be added to the planters and beds

D.2 TREES

The selected company or individual(s) would be required to meet the Projected Scope of Work for Design, Care and Maintenance of the Downtown Trees (See Exhibit A). The work shall include:

1. Plant, prune, and provide care and general maintenance of the trees and tree beds located within the designated areas.
2. Prepare a detailed plan for maintaining all trees.
3. Contractor shall be or have available a licensed Arborist in the State of Connecticut
4. The contractor will be responsible for submitting all as-built plans to the Director of Public Works.
5. Routine maintenance work for all bedding areas shall include the maintenance, replacement and care of mulch and/or topsoil. Routine Maintenance shall also include watering as necessary, applying nutrients, weeding, pruning and/or general maintenance to maintain a high quality trees in a neat and presentable condition at all times.
6. Pruning will primarily be performed during the Fall season. Pruning shall be conducted under the supervision of a licensed Arborist. Pruning shall be completed by December 1st
7. Manually remove foreign growth in all beds. Each planting area shall be kept free of weeds by the immediate removal of any and all foreign growth when such growth becomes visible.
8. Remove debris from within all beds, including but not limited to; trash, leaves, weeds, dead plants, etc.
9. Prepare and submit three quarterly reports and one annual report in each contract year. The annual report will be presented to the Director of Public Works and the Superintendent of Parks & Recreation by December 1st as part of the contract review process. These reports shall outline the work completed during the specified time period, including maintenance plans and details, photo documentation, plant details, expense summary, etc.
10. In case of unforeseen circumstances, such as, but not limited to vandalism, natural disasters, or other events not caused by the negligence of the Contractor, upon approval by the Superintendent of Parks & Recreation, or his designee, the Contractor shall provide an hourly rate for pre-approved work

necessary to repair the damages to the trees which will not exceed the scope of work outlined in this RFQ.

11. Contractor shall inspect and monitor trees for invasive species including but not limited to Emerald Ash Borer, Asian Longhorn Beetle, Spotted Lantern Fly.
12. Contractor shall inspect and monitor trees for indications of disease.
13. The contractor will make every effort to use methods and products to maintain those existing trees in good and healthy condition.
14. The contractor will insure that all trees are planted in the proper manner for best survival.
15. Trees do not have an irrigation system and may require an outside water source. In order to achieve proper irrigation, Contractor should have equipment to monitor and maintain watering of the trees. Although the Contractor cannot drive the Public Works water truck, the City's garden water truck may be available for this purpose upon direction from City approval. If approved, watering truck would be available during regular working hours. Additionally, the Franklin Plaza has water spigots located throughout the plaza, no more than 100' apart.
16. Contractor shall be responsible for notifying the Director of Public Works and the Superintendent of Parks & Recreation of any tree that is determined by a licensed Arborist to be a hazard or in poor health. Contractor shall recommend a plan of action to remove and replace or nurture the tree back to health. In the event a tree is recommended for removal, contractor shall submit a separate proposal for the removal and replacement. Contractor shall submit ISA "Basic Tree Risk Assessment Form"
17. NO INVASIVE SPECIES OF TREES SHALL BE PLANTED
18. Soil to be amended in areas where needed
19. Contractor is responsible for supplying all necessary tools and equipment to perform the scope of work.
20. The Contractor is responsible to place the "Call-Before-You-Dig" and for field verification of the elevations and locations of all utilities and services.

INDEMNIFICATION

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

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

NON-DISCRIMINATION:

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

INSURANCE REQUIREMENTS

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

**STATEMENT OF REFERENCES
DESIGN, PLANTING & MAINTENANCE OF DOWNTOWN
GARDEN BEDS, PLANTERS & TREES
RFQ# MDG-011-020421**

Must list references which demonstrate your ability to supply equipment and services included in the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your company's qualifications.

Reference No. 1

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address: _____
Email address: _____ Year: _____
Description services provided/length: _____

Reference No. 2

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address: _____
Email address: _____ Year: _____
Description services provided/length: _____

Reference No. 3

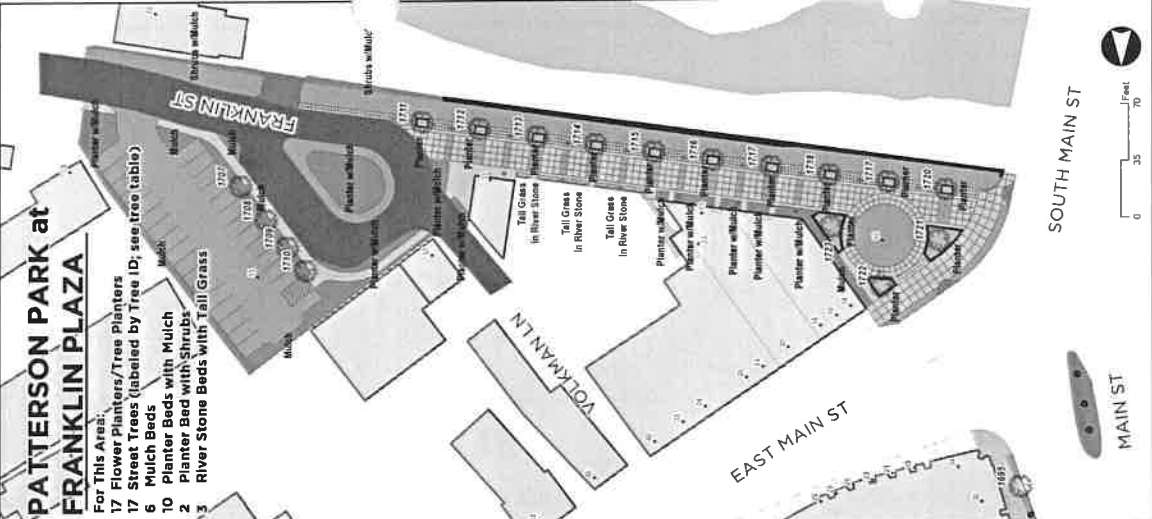
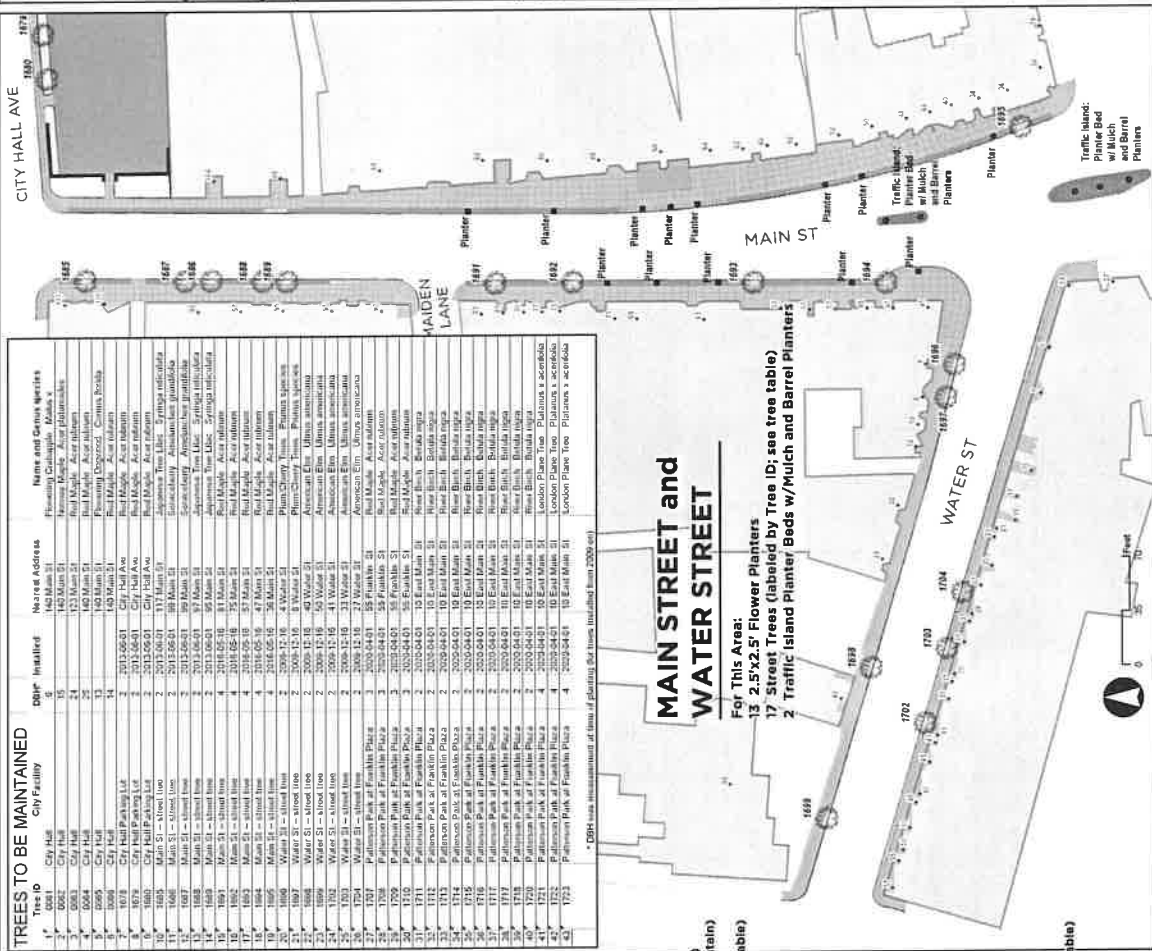
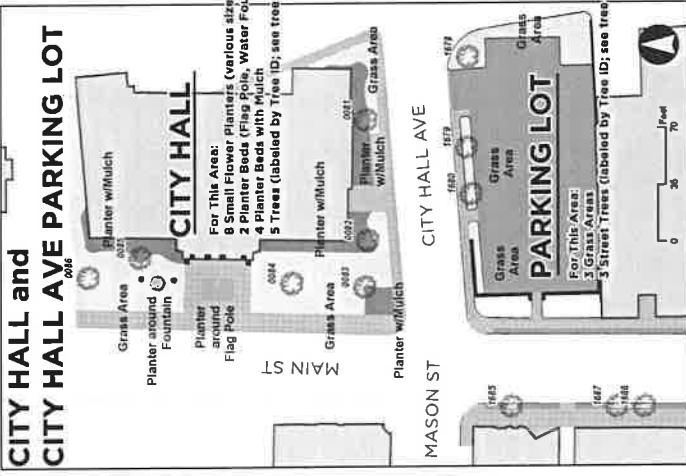
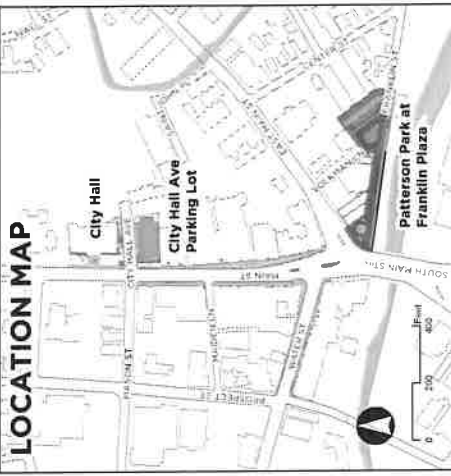
Customer Name: _____
Contact Individual: _____ Phone No: _____
Address: _____
Email address: _____ Year: _____
Description services provided/length: _____

Reference No. 4

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address: _____
Email address: _____ Year: _____
Description services provided/length: _____

Reference No. 5

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address: _____
Email address: _____ Year: _____
Description services provided/length: _____





SEASONAL GARDEN MAINTENANCE AREAS
Torrington Downtown Area
Patterson Park at Franklin Plaza, Water St, Main St, City Hall Ave

EXHIBIT A

Drawn By: Engineering Dept.

Date: 10/20/21

