

WESTFIELD PARKS & RECREATION



To: Westfield Redevelopment Commission

From: Melody Jones

CC: Andy Cook, Bruce Hauk, John Rogers

Date: October 6, 2010

RE: Grand Junction Trail – South Union Street

Dear Board Members:

The Westfield Park Department is submitting the following bids for consideration and asking for you to ratify the proposal from Tree Huggers. These bids are for the removal of the sod installed in the bio-swales along the Grand Junction Trail on South Union Street and replacing with ornamental grasses that are appropriate for bio-retention areas. This change was made by the Park Department and is outside of the original scope. Calumet was asked for a change order that came in at \$11,927. We believed this was too high and requested quotes for the project.

Jeremy Miller sent out a request for quote to 6 landscaping firms. The quote deadline date was October 6, 2010. We received three quotes shown on the table below.

Name of Contractor	Calumet Civil Contractors	Hittle Landscaping	Salsbery Brothers	Tree Huggers
Base Quote Price	\$11,927.00	\$6,180.96	\$5,275.00	\$4,420.00

Westfield Parks Department and Westfield Public Works recommends that the Westfield Redevelopment Commission authorize the acceptance of Tree Huggers quote using funds from the 210 fund. This will be a cost savings of \$7,507.

MAYOR
J. ANDREW COOK

CITY COUNCIL
JOHN DIPPEL
STEVE HOOVER
ROBERT L. HORKAY
KEN KINGSHILL
ROBERT J. SMITH
TOM SMITH
ROB STOKES

CLERK-TREASURER
CINDY J. GOSSARD

CHIEF ADMINISTRATIVE OFFICER
BRUCE A. HAUK

DIRECTOR OF PARKS
MELODY JONES

CITY of WESTFIELD
Request for Proposal

TO: Mr. Steve Milbourne
Calumet Civil Contractors
4898 Fieldstone Drive
Whitestown, IN 46075

Request for Proposal No. 002R
Date: September 3, 2010
Project Name: S. Union Streetscape – Phase I
Project No.: COM-09-001

Specification Reference: Contract Documents
Drawing Reference: see below
Drawing Date: see below
Description of Proposed Change(s): see below

Remove Existing Sod / Provide Additional plantings in Bio-Swale areas – Remove existing 2' wide strip of sod in the bio-swale areas and furnish/install additional plantings and mulch were sod is to be removed.

Summary of Pay Items / Quantities :

<u>Item Description</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Total</u>
New Pay Item Remove existing sod from bio-swale areas	78.0 SYS	<u>11⁰⁰</u>	<u>858⁻</u>
Pay Item No. 64 (\$12.84 EA) - Plant, Groundcover, # 1 Cont. Additional "LIR" plants required	290.0 EA.	<u>14⁰⁰</u>	<u>4060⁻</u>
Pay Item No.64 (\$12.84 EA) - Plant, Groundcover, # 1 Cont. Additional "CRA" plants required	306.0 EA.	<u>14⁰⁰</u>	<u>4284⁻</u>
Pay Item No. 57 (\$64.00 CY) – Organic Mulch	9.5 CY	<u>70⁰⁰</u>	<u>665⁻</u>
Other	1 LS	<u>2060</u>	<u>2060</u>

TOTAL PRICE: 11,927⁰⁰

SUBCONTRACTS

Date	SUBCONTRACT	SUB QTY	SUB U/M	SUB U/P	SUB AMT	SUB MIU	
	57A	9.5	CY	\$64.00	608		
	65B	306	EA	\$12.84	3929.04		
	64A	290	EA	\$12.84	3723.6		
	1001	78	SY	\$10.10	787.8		
Sum of SUBCONTRACTS						\$9,048.44	\$723.39

TOTAL COST \$10,776.92

TOTAL MU \$1,061.09

BONDS / INSURANCE \$88.79

TOTAL \$11,926.79



PROJECT NAME _____ T M EXPLANATION _____ CALUMET JOB NO _____ CALUMET CODE _____

RFP #2 Revised _____ Per Owner _____ 10036

LABOR

Date	LABOR TYPE	HOURS	ST-OT	ST RATE	OT RATE	LABOR AMT	LABOR MU
	Laborer	32	ST	\$35.89	\$48.12	\$1,148.48	\$229.70
	Superintendent	8	ST	\$60.00	\$60.00	\$480.00	\$96.00
Sum of LABOR						\$1,628.48	\$325.70

EQUIPMENT

Date	EQUIPMENT	EQP HRS	RATE	EQP AMT	EQP MU
		0	\$0.00	0	\$0.00
Sum of Equipment					\$0.00

MATERIAL

Date	MATERIAL	MAT QTY	MAT UM	MAT UP	MAT AMT	MATERIAL MU
		0	0	\$0.00	0	\$0.00
Sum of MATERIAL						\$0.00

RENTED EQUIPMENT

Date	RENTED EQP	RENTED EQP HRS	RENTED EQP RATE	RENT AMT	RENT MU
	Signs	1	\$100.00	\$100.00	\$12.00
Sum of RENT					\$100.00

Steve Milbourne

From: Jason Bezy [roude4@sbcglobal.net]
Sent: Tuesday, September 07, 2010 3:02 PM
To: Steve Milbourne
Subject: Union Street RFP
Attachments: Union Street CO 1.xlsx

Steve,

Please find the attached proposal for the additional work at Union Street. As far as traffic control, we will need two days to complete this work. The CRA will not be available in #1 container until spring, I would recommend planting the LIR in the entire area.

Please let me know if you have any questions.

Thank you,

Jason Bezy
President of Operations
Roudebush Grading Inc.
17155 Harger Ct.
Noblesville, IN 46060
roude4@sbcglobal.net
(O) 317-770-9970
(M) 317-490-6544
(F) 317-770-6636

PROPOSAL



October 5, 2010

Westfield Parks Department
C/o: Jeremy Miller
2728 East 171st Street
Westfield, IN 46074

Hittle Landscaping, Inc.
17778 Sun Park Drive, Westfield, IN 46074
Office: 317.896.5697 Fax: 317.896.2471
www.hittlelandscape.com

RE: Union Street Trail Landscape

Description	Size/Unit	Qty.	Cost	Extended
Liriope, Big Blue	1 Gal.	596	\$ 3.88	\$ 2,310.14
Mulch - Hardwood	C.Y.	7	\$ 15.07	\$ 105.52
Equipment and Labor				\$ 3,596.21
Sales Tax				\$ 169.10
			Total:	\$ 6,180.96

Payment Terms: We hereby propose to furnish material and labor - complete in accordance with above specifications and any attachments for the above amount. Invoice is payable upon completion of work as outlined by this proposal. A late payment charge of 1.5% per month (18% APR) shall apply to any portion of invoice not paid within terms. You shall pay all reasonable collection expenses including reasonable attorney's fees.

Terms Of Validity: After the following date, Hittle retains the right to re-quote the proposal in order to reflect any changes in labor costs, material cost, and or other costs.

This proposal is valid until: 11/4/2010

Warranty: We warrant that the plant material sold hereunder will be free from defects in material or workmanship for one (1) year from completion of work. Each individual item will be limited to a one time replacement over the course of the entire warranty period. The warranty does NOT include the installation of sod or grass seed. We shall supply all materials as specified in the proposal, but shall have the right to substitute like materials of equal or greater value when necessary in our reasonable opinion. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon accidents or delays beyond our control. The warranties provided in these section shall be in lieu of any other warranties, express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose.

Should we breach any warranty provided herein, we shall repair or replace (at our discretion) such damaged plant material. Your right to repair or replacement is your exclusive remedy hereunder and you acknowledge and agree that Hittle Landscaping shall not be liable for other damages, whether ordinary, incidental, consequential or punitive or for injury to person or property other than as expressly set forth herein.

Acceptance: The above prices, specifications and conditions as well as the additional terms and conditions appearing on the next page are satisfactory and are hereby accepted and Hittle Landscaping is authorized to do work as specified. Payment will be made as outlined above. By signing below you agree this shall constitute a legally binding agreement.

Additional Terms and Conditions

Concealed Contingencies: Hittle Landscaping will not assume responsibility for damage done to any sump pump and septic lines, landscape lighting, gas grill lines, satellite, cable or subscriber cable, invisible fencing, drainage tile, pool or hot tub pipe and wires, electric gates, speaker wire, sprinkler system or other concealed items unless they are appropriately marked and designated prior to the commencement of the work. You shall be responsible for the location of all property lines, boundaries and corners.

Entire Agreement: The terms, covenants and conditions contained in the proposal (including in all instances these Additional Terms and Conditions) are the entire agreement of the parties, and all prior or contemporaneous oral or written agreements are merged herein. Any other oral statements made by any employee or agent of Hittle Landscaping does not constitute a warranty and does not constitute part of our agreement. No changes or modifications of the proposal shall be valid unless in writing and signed by all parties to the proposal. No waiver of any provision of the proposal shall be valid unless in writing and signed by the person or party against whom charged. Notwithstanding any inference in the word "proposal", the proposal is binding upon, and inures to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

Serviceability: Each Provision of the proposal is severable from every other provision of this proposal, and if any provision is determined to be unenforceable or is revised, such determination or revision shall not effect the enforceability or validity of any other provision.

Governing Law: The validity, interpretation and performance of this proposal or any transactions consummated hereunder shall be governed by the laws of the State of Indiana.

Acceptance On Behalf Of Customer Name:

Signature: _____
Name (Printed): _____
Title: _____
Date of Acceptance: _____

Acceptance On Behalf Of Hittle Landscaping:

Signature: _____
Name (Printed): Nick Davis
Director of
Title: Sales & Estimating
Date of Acceptance: _____



Salsbery Brothers Landscaping, Inc.
4317 East 146th Street
Carmel, IN 46033
317.843.0100

Proposal No: 0044438
 Proposal Date: 10/5/2010
 Salesperson: CORY WHISTLER
 Customer No: 01-WESTPUB

WESTFIELD PUBLIC WORKS
 2706 E. 171st STREET
 WESTFIELD, IN 46074

Work Location:
 WESTFIELD PUBLIC WORKS
 2706 E. 171st STREET
 WESTFIELD, IN 46074

Phone: 896-5452
 Cell:
 Email:

Description	Quantity	Price	Amount
ESTIMATE FOR THE UNION STREET TRAIL PER THE E-MAIL FROM JEREMY MILLER			
BIG BLUE LIRIOPE 1G	596.00	5.10	3,039.60
HARDWOOD MULCH (MIDI)	1.00	210.40	210.40
LABOR - LANDSCAPE	1.00	2,025.00	2,025.00

ABOVE LABOR INCLUDES REMOVING A 2 FOOT STRIP OF GRASS ALONG THE UNION STREET TRAIL, INSTALLING 596 LIRIOPE, AND MULCHING. SALSBERY BROTHERS IS NOT RESPONSIBLE FOR DAMAGE TO ANY EXISTING IRRIGATION.

IF THE IRRIGATION IN THE NEW LANDSCAPE AREAS ARE SET UP TO WATER TURF AREAS AND THE PLANT MATERIAL, THE PLANT MATERIAL WILL NOT SURVIVE THAT MUCH WATERING AS THE LIRIOPE DOES NOT REQUIRE AS MUCH WATER AS THE TURF REQUIRES. IF THIS IS THE CASE THE LIRIOPE WARRANTY WILL BE VOIDED. THE LIRIOPE NEEDS TO BE ON ITS OWN IRRIGATION ZONE.

Taxable Amount: 0.00

Labor: 5,275.00

Net Order: 5,275.00
 Less Discount: 0.00
 Sales Tax: 0.00

5,275.00

The UPS Store™

Prairie Lakes ShoppingCenter

14350 Mundy Dr. Suite 800

Noblesville, In. 46060

317-776-9494 Tel

317-776-9594 Fax



FAX

To Jeremy Miller

From Robin W. Miller / Treethuggers

Company City of Westfield

Phone number 317.432.7906

Fax number 317.804.3190

Fax number _____

Date 10/6/10

Total pages 2

Job number _____

Message/Text area within text box

Please call with any questions.

Thank You.

Robin W. Miller

Proposal

Page # 1 of 1 pages

Tree Huggers
317.432.7906

Proposal Submitted To: <u>Jeremy Miller</u>	Job Name: <u>South Union Streetscape</u>	Job #
Address: <u>2728 East 171st Street</u>	Job Location: <u>Union Street, Westfield IN</u>	
<u>Westfield, IN 46074</u>	Date: <u>10/6/10</u>	Date of Plans: <u>3/1/10</u>
Phone #: <u>317.372.9455</u>	Fax #: <u>317.804.3190</u>	Architect: <u>Jonathan D. Hotstar</u>

We hereby submit specifications and estimates for: City of Westfield.

TreeHuggers will do the folling work for South Union Streetscape Phase 1.

- 1. Purchase and install 596 Big Blue Liriope, \$ 2320.00
- 2. Purchase and install 20 yards Hardwood Mulch, \$ 300.00
- 3. Labor for Sod removal, plantings, and Mulch, \$ 1800.00

Total \$4420.00

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:

\$ 4420.00 Dollars

with payments to be made as follows: at job completion.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted Robin W. Miller Robin W. Miller

Note – this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____