

Request for Proposal #04-2026 – Annual Landscape and Lawn Care Services

The Bay Area Transportation Authority (BATA) is issuing a Request for Proposals (RFP) for its annual Landscape and Lawn Care Services for the 2026 season.

The due date to submit a proposal is May 1st, 2026, at 4:00PM EST. All proposals must be submitted to the info@bata.net email address.

Any proposals received after **May 1st, 2026, 4:00 PM EST**, will not be considered.

Questions or requests for clarification regarding the RFP will be accepted via email only until **April 23rd, 2026 @ 12:00PM (EDT)** to info@bata.net via email. Answers to submitted questions will be posted on **April 24th, 2026**, at <https://www.bata.net/> for all interested proposers to review prior to submitting bids.

BATA has 2 sites:

1. Headquarters / Operations Center at 1340 W Hammond Traverse City, MI 49684
2. North Site or Park & Ride/ Transfer at 1447 Carriage View Ln Traverse City, MI 49684

Please refer to the attached Drawings for the following:

Everything **highlighted in Blue** should be managed as native grass and rough cut every two weeks to maintain a clean edge for the property, except for the North Site's area specified as "Not in Contract" - until this is taken over by another owner, BATA would like to keep the lawn cut weekly.

Everything **within the Green highlighted** area is manicured lawn and should be maintained with weekly mowing and trimming. This area should also be included in a fertilizing and weed control program.

There are areas **highlighted in Red** indicate **mulched beds**. We don't expect to mulch all these areas every year. Please proposal each area separately in the provided form.

Proposals for mulching should assume 2-inch coverage.

Note:

- 1) This site had some undesirable topsoil that contained a lot of aggressive weeds (Foxglove?) and will need to be controlled immediately in the spring.
- 2) Multiple contractors completed work in the lawn areas after the fact and reseeded with very undesirable seed. These areas need to be removed and reseeded to bring the lawn's consistency back to where it should be.
- 3) There will be some irrigation heads that need resetting to avoid mower contact and some other concerns you may want to address. It is advised that you walk the site ahead of submitting a proposal and include these items in that proposal. Attached are the as-built irrigation drawings for both of BATA's sites listed. Please be mindful of locations and incorporate these locations into the proposal.

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- 4) The irrigation blow out will be completed from within the building. The riser room will have a Shrader valve that hooks directly to the building's compressor. Start up in the spring should also be included in the proposal.

An optional site walk at BATA's Operations Headquarters, located at 1340 Hammond Rd. Traverse City, MI 49686, is scheduled for **April 21st, 2026 at 12:00 PM EST** for vendors to walk the property to better understand the servicing needs of BATA's property. It is recommended but not required to attend this site walk.

Please provide with your proposal a sample of your Certificate of Liability Insurance to complete the requested work.

BATA will award these services based on the highest scored proposal submitted based on the Evaluation Criteria listed below. When evaluating prices against other vendors, the lowest price will be based on the maximum quantities presented.

Evaluation Criteria:

- **Approach of Service / Offering: 50 out of 100 points (50%)**
 - **Specifics of proposed ground and lawn maintenance and proposed schedule for weed control and fertilization with the chemicals being applied identified in your proposal.**
- **References / Experience: 25 out of 100 points (25%)**
 - **Please provide three references (name / email / phone) who have utilized your services in the past two years.**
- **Price: 25 out of 100 points (25%)**
 - **Calculation: Lowest maximum quantity proposal price for divided by the maximum quantity proposal price being evaluated multiplied by available points.**

Evaluation Committee – those evaluating and scoring the proposals:

1. Kurt Braun – Facilities and Fleet Maintenance Manager
2. Matt Kaple - Building & Grounds Maintenance Supervisor
3. Sid Pearson - Custodial Services Supervisor
4. Shaughn Handley – Procurement & Grants Management Specialist

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Must be Included with your proposal submission:

- 1) A cover letter with the Proposer's company, contact name, address, website, phone, and email;
- 2) Description of approach to services being proposed with frequency stated and potential chemicals/fertilizers/etc. identified.
- 3) Completed Vendor Proposal Form
- 4) A signed Acknowledgement for Terms & Conditions and Required FTA Clauses;
- 5) A signed Bidder's List form;
- 6) Three (3) references for similar services provided in the past two (2) years;
- 7) Proof of Insurance, as required for this contract

RFP Timeline:

- **RFP Released:** April 13th, 2026
- **Optional Site Visit:** April 21st, 2026 12:00 PM *EST*
- **Vendor Question Deadline:** April 23rd, 2026 12:00 PM *EST*
- **Answers to Vendor Questions:** April 24th, 2026 – *answers posted on bata.net*
- **RFP Submission Deadline:** May 1st, 2026, 4:00PM *EST*
- **Anticipated Award Date:** Week of May 4th, 2026

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Terms and Conditions:

PAYMENT VIA INVOICE: Payments will only be made based on submitted invoices and must be sent within 30 days of completed work along with providing proof of completed work (date and time stamp of services rendered for verification).

DURATION OF PROJECT & AGREEMENT: The agreement will commence with BATA's Notice of Award/Notice to Proceed and will continue until November 30th, 2026 or until the maximum quantities listed are met, whichever comes first.

DISPUTES: Except as other provided in this agreement, any dispute concerning a question of fact arising under the agreement which is not disposed of by agreement shall be decided by BATA, which shall put its decision in writing and mail or otherwise furnish a copy to the contractor. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute thereunder, the contractor shall proceed diligently in accordance with the agreement and in accordance with BATA's decision.

This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in this agreement shall be construed as making final the decision of an administrative official, representative or board on a question of law.

INDEMNIFICATION: The contractor agrees to indemnify and hold BATA, its officers, agents, employees and/or trustees, harmless from and against any and all claims or causes of action brought against BATA and from any and all damages, losses, expenses, attorney fees, costs and liabilities sustained by BATA arising out of any claimed defect in the goods and services provided by the contractor. The contractors' obligation under this paragraph shall include the obligation to indemnify and hold BATA harmless for negligence, whether active, passive, or concurrent, in the performance of BATA's duties and obligations pursuant to this project and agreement.

COVENANT AGAINST GRATUITIES: The contractor warrants that it has not offered or given gratuities (in the form of entertainment, gifts or otherwise) to any official or employee of BATA with a view toward securing favorable treatment in the awarding, amending, or evaluating this project and agreement.

ASSIGNABILITY RIGHTS: The contractor shall not assign this contract – wholly or in part – without the written consent of BATA. No assignment shall relieve the contractor of any obligations under the contract.

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LIABILITY INSURANCE: The contractor shall maintain such insurance as will protect it from claims under Worker’s Compensation Acts and other employee benefits acts, from claims for damages because of bodily injury, including death, to its employees and all others and from claims for damages to property; any and all of which may arise out of result from the contractor’s operations under this agreement, or from any subcontractor or anyone directly or indirectly employed by either of them. **Proposers shall provide certificate of insurance with the submission of their proposal.**

WRITTEN STANDARDS OF CONDUCT: No BATA employee, officer, agent, Board member or their immediate family member, partner, or organization will participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, is involved. BATA is concerned with Conflicts of Interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between a BATA employee and a competitor, supplier, distributor, or contractor to the organization, the BATA employee must disclose the conflict with your manager/supervisors. If an actual or potential conflict of interest is determined to exist, BATA will take such steps as it deems necessary to reduce or eliminate this conflict. A few examples of conflicts of interest that should always be avoided are listed below but are not exhaustive of every potential conflict of interest.

- If a BATA employee has a direct or indirect financial interest in a firm that does business with BATA and the interest might be sufficient to affect the employee’s decisions or actions, the employee must report the interest to BATA and must not represent BATA in such transactions.
- No BATA employee or member of the employee’s immediate family shall directly or indirectly accept gifts from any persons or firms doing or seeking to do business with BATA under circumstances where it might reasonably be inferred that the purpose of the gift is to influence the employee in the conduct of BATA business with the donor. Such gifts should be returned with a note of explanation.
- Employees are not prohibited from accepting advertising novelties such as pens, pencils, calendars, or other gifts of nominal value when circumstances clearly show that the gifts are offered for reasons of personal esteem.

TAXES: BATA is exempt from all federal excise tax and state and local sales, use and fuel; Seller certifies any such taxes are not included in the prices shown here in; however, the contractor shall pay all taxes required by law. BATA cannot exempt others from tax.

COMPLIANCE WITH LAWS: The contractor will comply with all State, Federal, and local laws and regulations.

CANCELLATION FOR CAUSE: If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming

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such failure shall give the other party a written notice of such breach. If, within ten (10) days of such notice, the failure has not been corrected, the injured party may cancel the contract effective ten (10) days after notice of cancellation.

BATA reserves the right to terminate the contract immediately in the event that the contractor discontinues or abandons operations; is adjudged bankrupt or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by BATA without penalty to BATA. BATA shall pay for services rendered up to the point of termination. Notwithstanding anything to the contrary contained in the contract between BATA and the successful vendor, BATA may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful contractor. If the termination clause is used by BATA, the successful contractor will be paid by BATA for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

REJECTION OF SUBMISSIONS/CANCELLATION OF Request for Proposals: BATA reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of BATA. It is also within the rights of BATA to reject proposals that do not contain all elements and information requested in this document. BATA reserves the right to cancel this RFP at any time. BATA will not be liable for any cost/losses incurred by the vendors throughout this process, including reimbursement for any costs for the preparation of proposals in response to this RFP.

Federal Clauses & Certifications

ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts. The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, “49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes

specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42

U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations 14 Jan 26 published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency’s written consent; and that, unless the Agency’s consent is provided, the contractor shall not be entitled to any

payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c) See Public Law 115-232, section 889 for additional information.

d) See also § 200.471.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

DOMESTIC PREFERENCES FOR PROCUREMENTS

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR 184.

SOLID WASTES (RECOVERED MATERIALS)

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's

remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials

accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

**NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO
FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by:

- (a) Checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - 1. Debarred,
 - 2. Suspension,
 - 3. Proposed for debarment,
 - 4. Declared ineligible,
 - 5. Voluntarily excluded, or
 - 6. Disqualified
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - 2. Violation of any Federal or State antitrust statute, or,
 - 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Contractor: _____

Signature of Authorized Official: _____

Date: ____/____/____

Name & Title of Contractor's Authorized Official: _____

Acknowledgement Form for Terms & Conditions and FTA Clauses

I have received, read, understand, and agree to comply with the Terms & Conditions and the Required FTA Clauses (*Federal Contract Clauses*) included in the Bay Area Transportation Authority's Request for Proposal (RFP) for **Landscape and Lawn Services** that was issued April 13th, 2026 .

I understand that failure to acknowledge or comply with any of these terms, conditions, or requirements will deem our firm unresponsive to this RFP or result in our default of the contract after its execution.

Date:

Printed Name of Authorized Representative:

Signature of Authorized Representative:

Name of Firm:

Address, City, State:

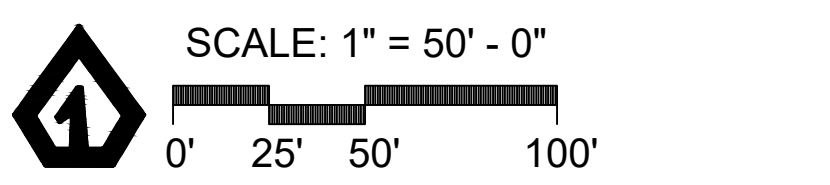
Bidders List Form

Company Name:	
Address (including ZIP Code):	Telephone Number: Fax Number:
Email Address:	Federal Tax ID Number:
<p>Check ONE of the following:</p> <p style="text-align: center;"> <input type="checkbox"/> Partnership <input type="checkbox"/> Non-Profit Corporation <input type="checkbox"/> Profit Corporation </p> <p>Check ONE of the following. If you have a DBE status, submit current certificate with bid:</p> <p style="text-align: center;"> <input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE </p> <p>Other, Specify:</p>	
Race & Gender of Company Majority Owner:	Age of Company (Years):
NAICS Code for Work to Be Performed: (Refer to: https://www.census.gov/naics/)	Annual Gross Receipts of Firm (check one): \$0-\$1Mil <input type="checkbox"/> \$1Mil-\$3Mil <input type="checkbox"/> \$3Mil-\$6Mil <input type="checkbox"/> \$6-\$10Mil <input type="checkbox"/> >\$10Mil <input type="checkbox"/>
<i>I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder.</i> Signature of Person Authorized to Sign:	Title of Authorized Signatory:
Name of Authorized Signatory (print):	Date:
<i>The above individual is authorized to sign on behalf of the company submitting this proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for a period of at least 60 days.</i>	
EXCLUSIONS Please list any exclusions for this RFP (attach a separate page if necessary).	

IRRIGATION SCHEDULE

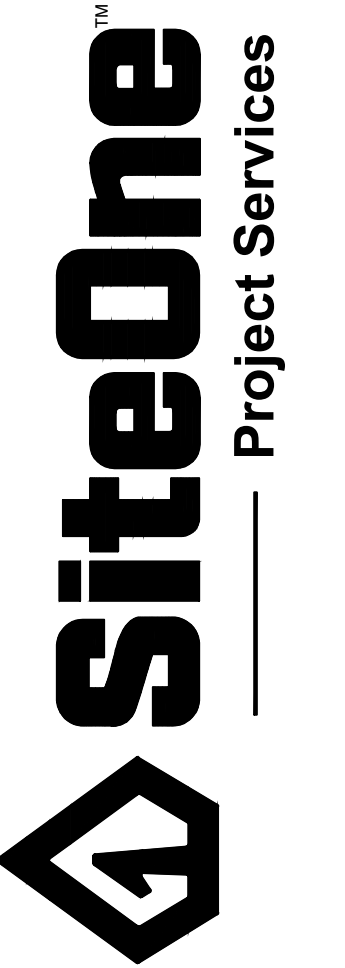
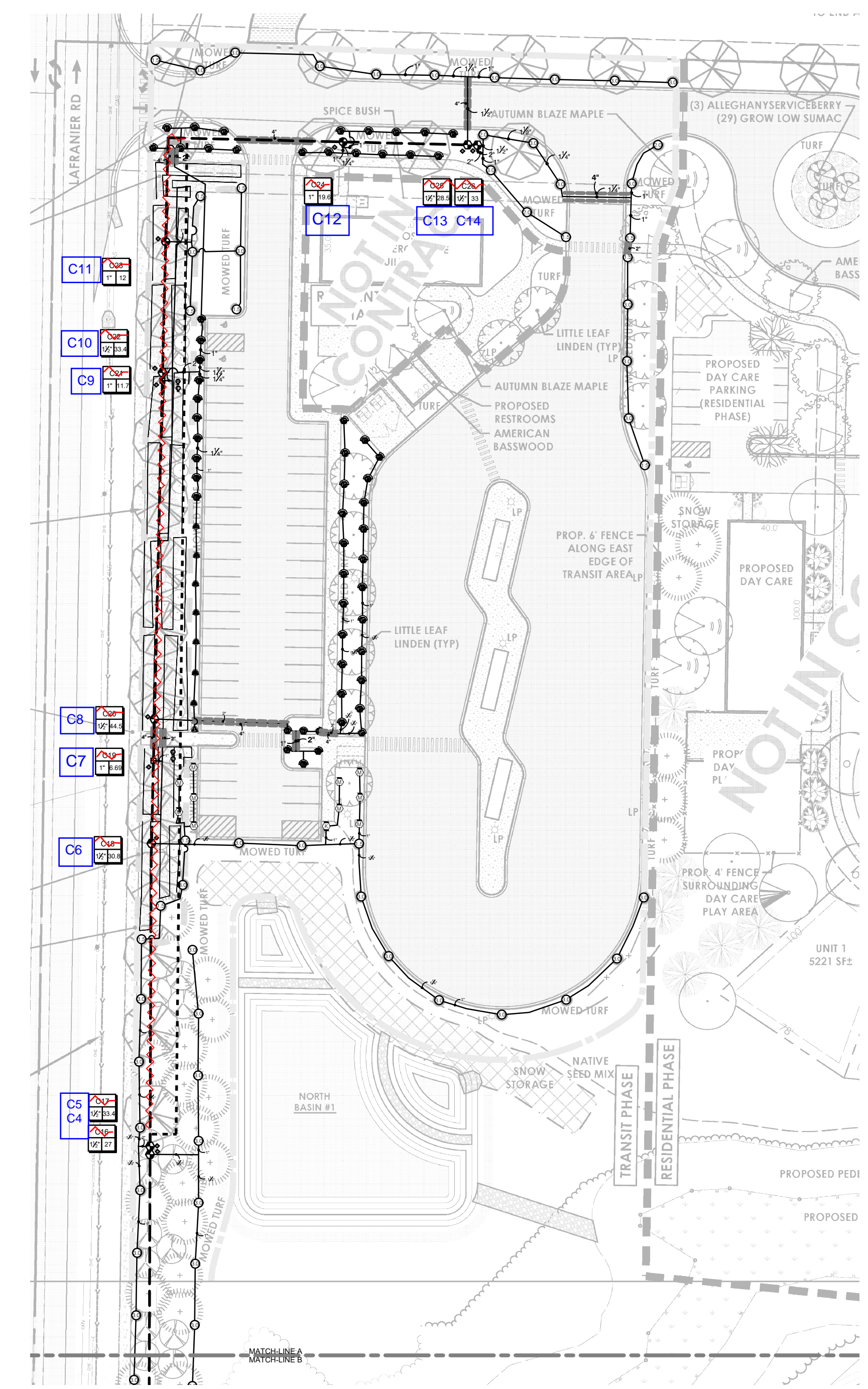
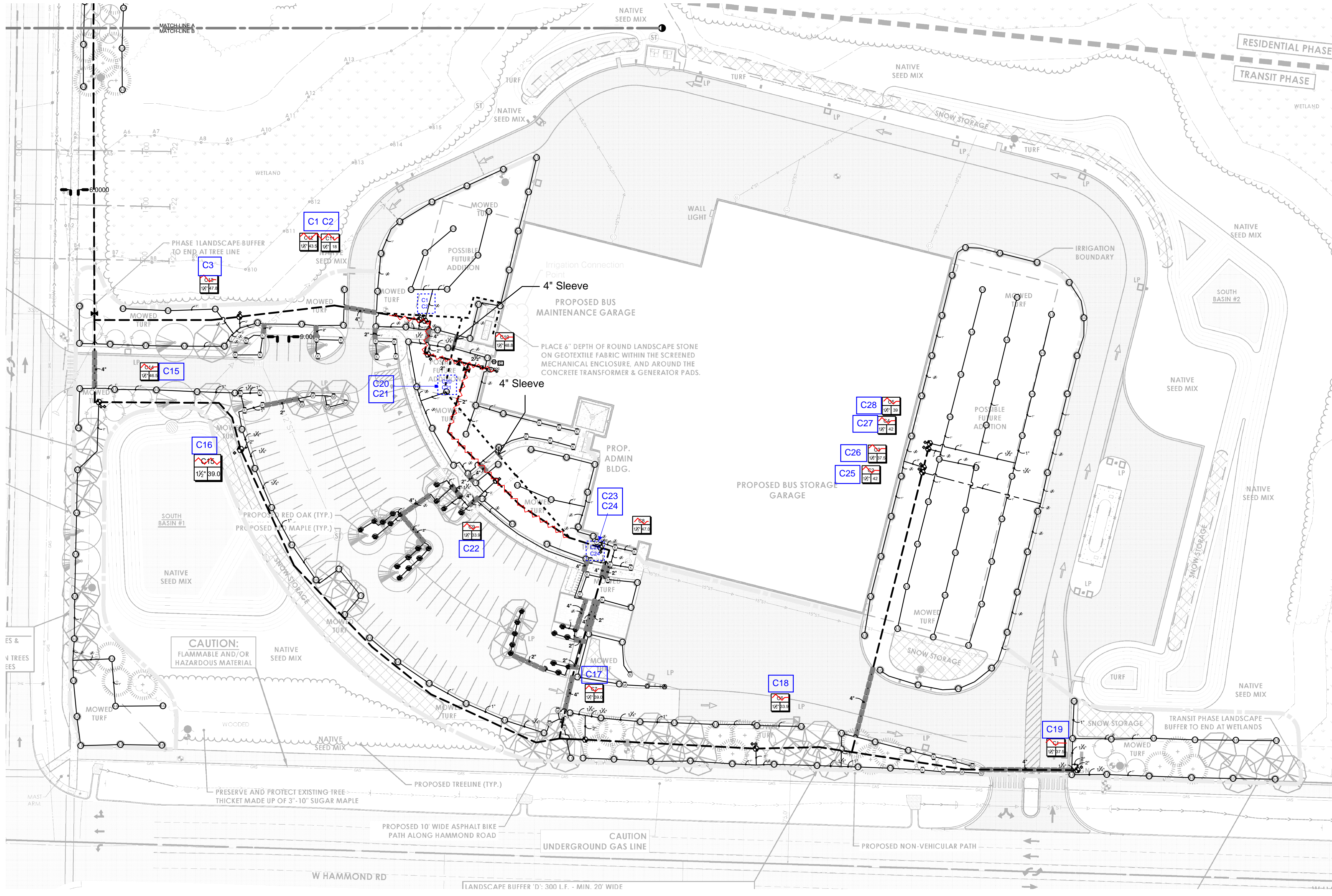
SYMBOL	MANUFACTURER/MODEL	QTY
▲	Hunter PROS-04 5' Strip Spray	8
▲	Rain Bird 1804 - 5' Strip Spray	11
●	Hunter PROS-04 12' radius	29
●	Rain Bird 1804 12' Series MPR	50
●	Hunter PROS-04 15' radius	2
●	Rain Bird 1804 15' Series MPR	25
○	Hunter MP Strip PROS-04-PRS40-CV	2
○	Rain Bird 1804AMP4S W/ MP Strip	34
○	Hunter MPO200 PROS-04-PRS40-CV	44
○	Rain Bird 1804AMP4S W/ MPO200	8
○	Hunter PGP-04 1.5	186
○	Rain Bird 550APC	10
○	Hunter PGP-04 2.0	10
○	Rain Bird 550APC	2
○	Hunter PGP-04 3.0	2
○	Rain Bird 550APC	1,806 I.F.
○	Hunter PGP-04 6.0	2
○	Rain Bird 550APC	2
○	Hunter PCZ-101-40 1"	2
○	Rain Bird KCZ-100-PRF 1"	2
○	Flush Valve	2
○	Drip Air Relief Valve	2
○	Hunter HDL-06-12-PC	1,806 I.F.
○	Rain Bird XFD 06-12	2
○	Hunter PGC-1010 1"	2
○	Rain Bird PGC-1010 1"	22
○	Hunter PGC-151 Slope 1.12"	
○	Rain Bird PGC-151 1.12"	

SYMBOL	DESCRIPTION	QTY
—	Irrigation Lateral Line: Polyethylene Pipe 100 PSI 1"	7,575 I.F.
—	Irrigation Lateral Line: Polyethylene Pipe 100 PSI 1 1/4"	1,813 I.F.
—	Irrigation Lateral Line: Polyethylene Pipe 100 PSI 1 1/2"	401.7 I.F.
—	Irrigation Lateral Line: PVC Class 160 SDR 26 2"	594.1 I.F.
—	Irrigation Mainline: PVC Class 160 SDR 26 2"	2,832 I.F.
—	Irrigation Mainline: PVC Class 160 SDR 26 2 1/2"	22.9 I.F.
—	Pipe Sleeve: PVC Schedule 40 2"	182.8 I.F.
—	Pipe Sleeve: PVC Schedule 40 4"	497.9 I.F.



IRRIGATION SPECIFICATIONS

- IRRIGATION SYSTEM DESIGN BASED ON 50 GPM AT 71 PSI.
- IRRIGATION DESIGN IS FROM THE POINT OF CONNECTION(POC) ONLY. THE DESIGN IS BASED ON GALLONS PER MINUTE(GPM) AND POUNDS PER SQUARE INCH(Psi) FURNISHED BY OTHERS.
- IRRIGATION CONTRACTOR IS TO VERIFY POINT OF CONNECTION IN THE FIELD. INSTALLER IS TO CONFIRM THE MINIMUM DISCHARGE REQUIREMENTS OF THE POINT OF CONNECTION AS INDICATED ON THE LEGEND PRIOR TO INSTALLATION.
- THE PRESSURE REQUIREMENT AT THE POINT OF CONNECTION IS BASED ON NO MORE THAN 5 FEET OF ELEVATION CHANGE IN THE AREAS OF IRRIGATION.
- ALL PRODUCTS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND ACCORDING TO LOCAL BUILDING, ELECTRICAL, AND PLUMBING CODES.
- IRRIGATION CONTRACTOR WILL ARRANGE INSPECTIONS REQUIRED BY LOCAL AGENCIES AND ORDINANCES DURING THE COURSE OF CONSTRUCTION AS REQUIRED. ALL WIRING TO BE PER LOCAL CODE. BACKFLOW PREVENTION TO BE PER LOCAL CODE.
- LOCATION OF IRRIGATION COMPONENTS SHOWN ON DRAWING IS APPROXIMATE. ACTUAL PLACEMENT MAY VARY SLIGHTLY AS REQUIRED TO ACHIEVE FULL, EVEN COVERAGE.
- ALL SPRINKLER HEADS SHALL BE INSTALLED PERPENDICULAR TO FINISH GRADES. EXCEPT AS OTHERWISE INDICATED.
- INSTALL IRRIGATION MAINS WITH A MINIMUM 18" OF COVER BASED ON FINISH GRADES. INSTALL IRRIGATION LATERALS WITH MINIMUM 12" OF COVER BASED ON FINISH GRADES.
- PIPE LOCATIONS ARE DIAGRAMMATIC. VALVES AND MAINLINE SHOWN IN PAVED AREAS ARE FOR GRAPHIC CLARITY ONLY.
- THE IRRIGATION CONTRACTOR SHALL COMPLY WITH PIPE SIZES AS INDICATED.
- ALL WIRE SPLICES OR CONNECTIONS SHALL BE MADE WITH APPROVED WATERPROOF WIRE CONNECTIONS AND BE IN A VALVE OR SPLICE BOX.
- ALL CONTROL WIRING DOWNSTREAM OF THE CONTROLLER IS TO BE 2-WIRE, UL APPROVED DIRECT BURY.
- THE DESIGN IS BASED ON THE SITE INFORMATION AND/OR DRAWING SUPPLIED WITH THE DESIGN CRITERIA BEING SET (AREA TO BE IRRIGATED, EQUIPMENT MANUFACTURER AND MODEL TO BE USED, WATER SOURCE INFORMATION, ELECTRICAL POWER AVAILABILITY, ETC...). SITEONE LANDSCAPE SUPPLY BEARS NO RESPONSIBILITY OR LIABILITY FOR ANY ERRORS IN DESIGN OR INSTALLATION THAT ARISE DUE TO INACCURACIES IN THE ABOVE REFERENCED INFORMATION SUPPLIED TO SITEONE LANDSCAPE SUPPLY LANDSCAPES IN RELATION TO THIS PROJECT, UNLESS OTHERWISE NOTED.



1-800-347-4272
<http://www.projectsiteservices.siteone.com>
 650 Stephenson Highway
 Troy, Michigan 48083
 Phone 248.588.2100
 Fax 248.588.3528
 www.Siteone.com
 800.347.4272

Project Name:
BAY AREA TRANSIT AUTHORITY
 Traverse City, MI, 49696

Customer Name:

Design Date: 04/21/23
 Drawn By: DK
 Checked By: C.GRAHAM

REVISIONS

Description	Date
▲	
▲	
▲	
▲	
▲	

Drawing Title:
IRRIGATION DESIGN

Drawing Scale: 1" = 50'

Project Services Number: 321740

Sheet Number:
IR-1

PLANT LEGEND

- Oak, Red (Quercus rubra)
- Maple, Red (Acer rubrum)
- Linden, Little Leaf (Tilia cordata)
- Spruce, Black Hills (Picea glauca 'Densata')
- Hawthorn, Thornless Cockspur (Crataegus crus-galli var. inermis)
- Serviceberry (Amelanchier x. gandiflora 'Autumn Brilliance')
- Dogwood, Red Osier (Cornus sericea 'Carolinian') 6-9' tall, 8' to 12' wide
- Sumac, Aromatic 'Grow-Low' (Rhus aromatica 'Grow-Low')

PROPOSED GARFIELD TOWNSHIP BIKE PATH

IRRIIGATION BOUNDARY

PROPOSED 6' WIDE CONCRETE SIDEWALK ALONG LA FRANIER ROAD

LA FRANIER RD

PROPOSED RED OAK (TYP.)

PROPOSED RED MAPLE (TYP.)

PROPOSED TREETLINE (TYP.)

PROPOSED 10' WIDE ASPHALT BIKE PATH ALONG HAMMOND ROAD

CAUTION UNDERGROUND GAS LINE

PROPOSED NON-VEHICULAR PATH

W HAMMOND RD

South Site
Total: 42,545 sf

6,418.38 sf

7,439.98 sf

6,115.19 sf

22,571.34 sf

LANDSCAPE BUFFER 'C': 250 L.F. - MIN. 10' WIDE

REQUIRED: 8	LARGE TREES	PROVIDED: 4	MAPLE TREES & OAK TREES
8	MEDIUM OR SMALL TREES	2	HAWTHORN TREES
3	EVERGREEN TREES	3	SPRUCE TREES

LANDSCAPE BUFFER 'D': 300 L.F. - MIN. 20' WIDE

REQUIRED: 12	LARGE TREES	PROVIDED: 12	MAPLE TREES
9	MEDIUM OR SMALL TREES	9	HAWTHORN TREES
9	EVERGREEN TREES	9	SPRUCE TREES

LANDSCAPE BUFFER 'D': 100 L.F. - MIN. 20' WIDE

REQUIRED: 4	LARGE TREES	PROVIDED: 4	MAPLE TREES
3	MEDIUM OR SMALL TREES	3	HAWTHORN TREES
3	EVERGREEN TREES	3	SPRUCE TREES

PLANT LIST - MAIN BUILDING

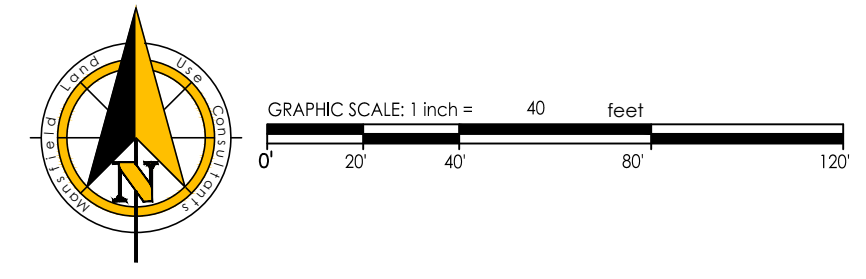
common name	botanical name	size	estimated quantity
Hawthorn, Thornless Cockspur	Crataegus crus-galli var. inermis	6' B&B	20
Maple, Red	Acer rubrum	2 1/2' B&B	32
Oak, Red	Quercus rubra	2 1/2' B&B	12
Spruce, Black Hills	Picea glauca 'Densata'	6'-8' B&B	15

Note: Plant quantities shown are estimates and may be subject to change depending upon actual site layout/install.

- NOTES:**
- MOWED TURF WITHIN THE IRRIGATION BOUNDARY
 - NO-MOW NATIVE SEED MIX OUTSIDE OF IRRIGATION BOUNDARY, CARDNO NATIVE PLAN NURSERY ECONOMY PRAIRIE MIX, OR EQUAL.

HQ - 1340 Hammond Rd. W Traverse City, MI 49686

SEE PLANTING NOTES AND DETAIL, SHEET L1.0



830 Cottageview Dr., Ste. 201
P.O. Box 4015
Traverse City, MI 49685
Phone: 231-946-9310
www.mmaeps.com
info@mmaeps.com

Mansfield
Land Use Consultants

REV#	DATE	DIS.	DRN.	CHK.	DESC.
16	22-04-04	dim			Permit Submittals
17	22-04-13	dim			Permit Submittals
18	22-07-17	dim			Add newly created variable width gas pipe line easement
19	22-10-10	dim			Revised Grading and Utility Adjustment for DIE gas line revisions.
20	22-10-21	dim			Coordination with A/E/I/P/S plans. Footprint change, works & utilities.
21	22-11-14	dim			Construction Drawings
22	23-03-02	dim			Construction Drawings - BATA
23	23-03-09	dim			Construction Drawings - BATA Lower South HS Site two feet

Bay Area Transportation Authority / Traverse City Housing Commission
Transit-Oriented Mixed-Use Development PUD
LANDSCAPE PLAN - SOUTH
Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

CONSTRUCTION

PXL: dim

DR: mmm

CR: dim

CR: 07.13.20

CON NO: 20108

L1.1

P:\Land\Projects\2020\02106 - BATA\Map\Drawings\2108\landscape.dwg (L1.LANDS) - rev 04, 2023, 4:17pm - jpm

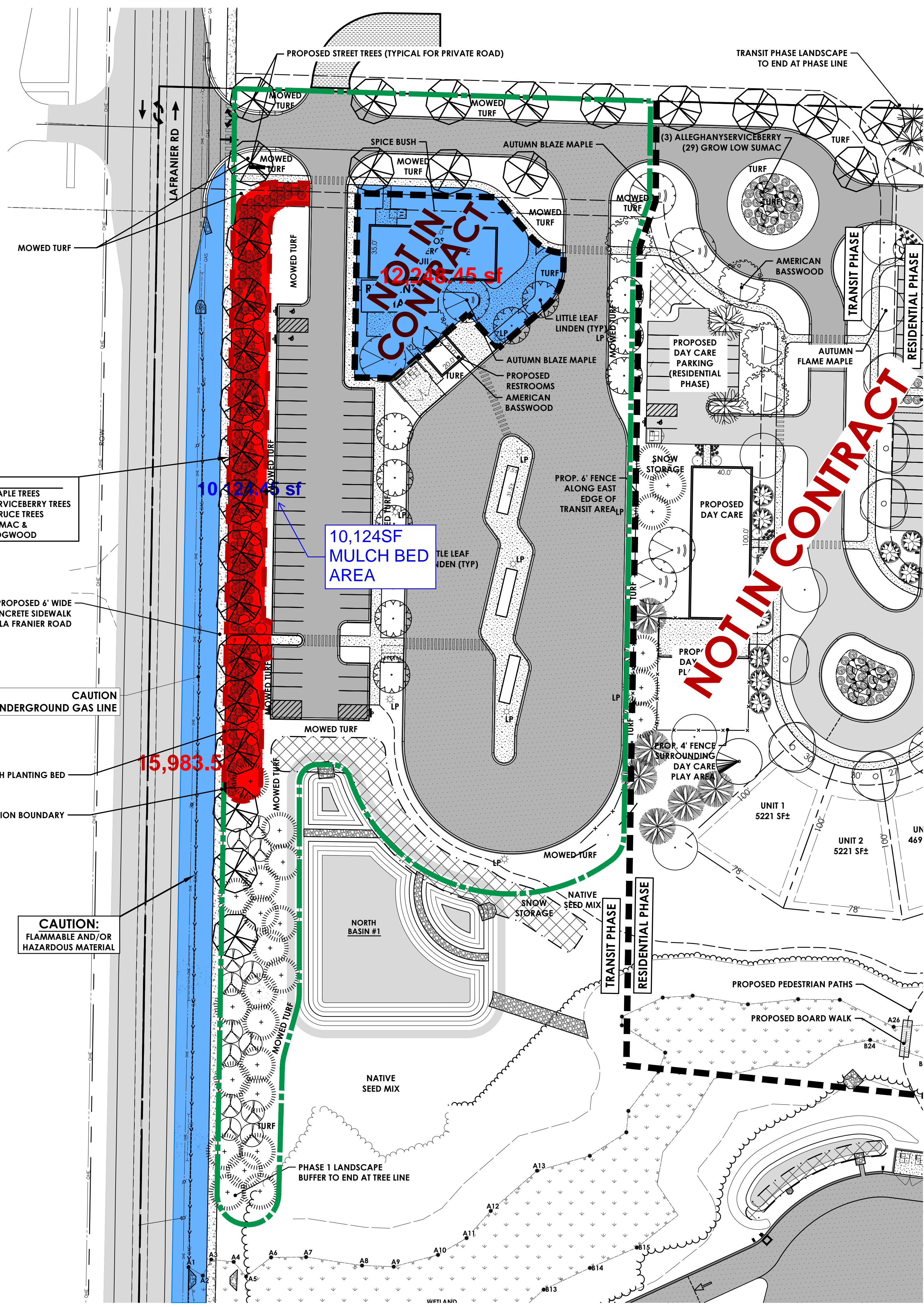
PLANT LEGEND

- Oak, Red (Quercus rubra)
- Maple, Red (Acer rubrum)
- Linden, Little Leaf (Tilia cordata)
- Spruce, Black Hills (Picea glauca 'Densata')
- Hawthorn, Thornless Cockspur (Crataegus crus-galli var. inermis)
- Serviceberry (Amelanchier x grandiflora 'Autumn Brilliance')
- Dogwood, Red Osier (Cornus sericea 'Cardinal') 6'-9' tall, 8' to 12' wide
- Sumac, Aromatic 'Grow-Low' (Rhus aromatica 'Grow-Low')

LANDSCAPE BUFFER 'E': 650 L.F. - MIN. 10' WIDE			
REQUIRED:	13	LARGE TREES	PROVIDED: 13
	13	MEDIUM OR SMALL TREES	13
	20	EVERGREEN TREES	20
	195	SHRUBS	170
			25

MAPLE TREES	
13	SERVICEBERRY TREES
20	SPRUCE TREES
170	SUMAC & DOGWOOD

**North Site
Total: 28,232 sf**



PLANTING NOTES:

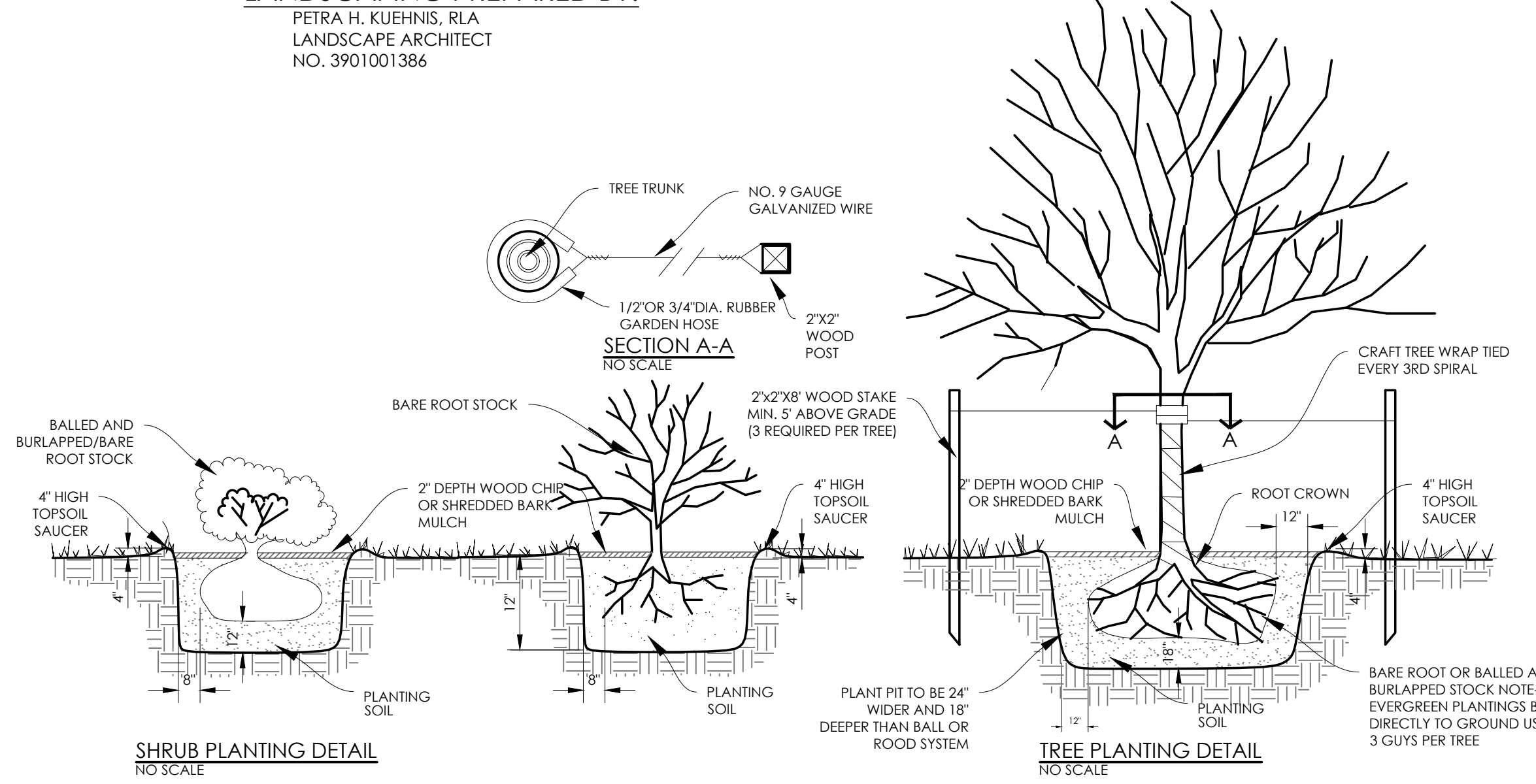
- CLEAN UP AND REMOVE FROM THE PLANTING AREAS WEEDS AND GRASSES, INCLUDING ROOTS, AND ANY MINOR ACCUMULATED DEBRIS AND RUBBISH BEFORE COMMENCING WORK.
- REMOVE AND DISPOSE OF ALL SOIL IN PLANTING AREAS THAT CONTAINS ANY DELETERIOUS SUBSTANCE SUCH AS OIL, PLASTER, CONCRETE, GASOLINE, PAINT, SOLVENTS, ETC., REMOVING THE SOIL TO A MINIMUM DEPTH OF SIX (6) INCHES OR TO THE LEVEL OF DRYNESS IN THE AFFECTED AREAS. THE AFFECTED SOIL SHALL BE REPLACED WITH NATIVE OR IMPORTED SOIL AS REQUIRED.
- FINISH GRADING ALL PLANTING AREAS TO A SMOOTH AND EVEN CONDITION, MAKING CERTAIN THAT NO WATER POCKETS OR IRREGULARITIES REMAIN. REMOVE AND DISPOSE OF ALL FOREIGN MATERIALS, CLODS AND ROCKS OVER 1 INCH IN DIAMETER WITHIN 3 INCHES OF SURFACE.
- ALL PLANT MATERIALS SHALL BE HEALTHY, WELL DEVELOPED REPRESENTATIVES OF THEIR SPECIES OR VARIETIES, FREE FROM DISFIGUREMENT WITH WELL-DEVELOPED BRANCH AND ROOT SYSTEMS, AND SHALL BE FREE FROM ALL PLANT DISEASES AND INSECT INFESTATION.
- ALL PLANT SUBSTITUTIONS WILL BE SUBJECT TO THE OWNER'S APPROVAL.
- EACH PLANT SHALL BE PLANTED WITH ITS PROPORTIONATE AMOUNT OF SOIL AMENDMENT AND FERTILIZER. HAND SMOOTH PLANTING AREA AFTER PLANTING TO PROVIDE AN EVEN, SMOOTH, FINAL FINISH GRADE. TO AVOID DRYING OUT, PLANTINGS SHALL BE IMMEDIATELY WATERED AFTER PLANTING UNTIL THE ENTIRE AREA IS SOAKED TO THE FULL DEPTH OF EACH HOLE UNLESS OTHERWISE NOTED ON THE DRAWING.
- MULCH ALL PLANTING BEDS WITH 3 INCHES OF SHREDDED BARK MULCH.
- REMOVE ALL TAGS, LABELS, NURSERY STAKES AND TIES FROM ALL PLANT MATERIAL ONLY AFTER THE APPROVAL OF THE OWNER.
- ALL PLANTS SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR. THE GUARANTEE PERIOD COMMENCES FROM THE TIME OF FINAL ACCEPTANCE BY THE OWNER. REPLACE AS SOON AS WEATHER PERMITS, ALL DEAD PLANTS NOT IN VIGOROUS CONDITION AS NOTED DURING THE MAINTENANCE PERIOD. SAID PLANTS SHALL BE MAINTAINED FOR A PERIOD OF 90 CALENDAR DAYS FROM THE REPLACEMENT DATE. PLANTS USED FOR REPLACEMENTS SHALL BE SAME KIND AND SIZE AS ORIGINALLY PLANTED. THEY SHALL BE FURNISHED, PLANTED AND FERTILIZED AS SPECIFIED AND GUARANTEED.
- ALL DISTURBED AREAS SHALL BE TOP SOILED TO A DEPTH OF 4". SEEDED, FERTILIZED AND MOLDED MULCH BLANKETS SHALL BE USED AS NEEDED IN AREAS OF POTENTIAL EROSION PRIOR TO ESTABLISHMENT OF LAWN AREAS.

IRRIGATION NOTES:

- LANDSCAPING TO BE IRRIGATED. INSTALLATION TO BE PERFORMED BY A REPUTABLE IRRIGATION CONTRACTOR.

LANDSCAPING PREPARED BY:

PETRA H. KUHNIS, RLA
LANDSCAPE ARCHITECT
NO. 3901001386



PLANT LIST - TRANSFER STATION

common name	botanical name	size	estimated quantity
TREES			
Basswood, American	Tilia americana	2 1/2' B&B	3
Linden, Little Leaf	Tilia cordata	2 1/2' B&B	9
Maple, Autumn Blaze	Acer x Freemanii 'Autumn Blaze'	2 1/2' B&B	2
Maple, Autumn Flame	Acer rubrum 'Autumn Flame'	1 1/2' B&B	2
Maple, Red	Acer rubrum	2 1/2' B&B	28
Serviceberry, Alleghany	Amelanchier laevis	2 1/2' B&B	3
Serviceberry	Amelanchier x grandiflora 'Autumn Brilliance'	6' B&B	0
Spruce, Black Hills	Picea glauca 'Densata'	6'-8' B&B	20
SHRUBS			
Dogwood, Red Osier	Cornus sericea 'Cardinal'	5 gallon	25
Sumac, Gro-Low Fragrant	Rhus aromatica 'Gro-Low'	5 gallon	199

Note: Plant quantities shown are estimates and may be subject to change depending upon actual site layout/install.

NOTES:

- MOWED TURF WITHIN THE IRRIGATION BOUNDARY.
- NO-MOW NATIVE SEED MIX OUTSIDE OF IRRIGATION BOUNDARY, CARDNO NATIVE PLAN NURSERY ECONOMY PRAIRIE MIX, OR EQUAL.
- PLANTS OUTSIDE OF THE MULCHED PLANTING BED ARE TO BE MULCHED INDIVIDUALLY, PER DETAIL.



**NORTH-SITE - 1447 Carriage View Ln
Traverse City, MI 49684**

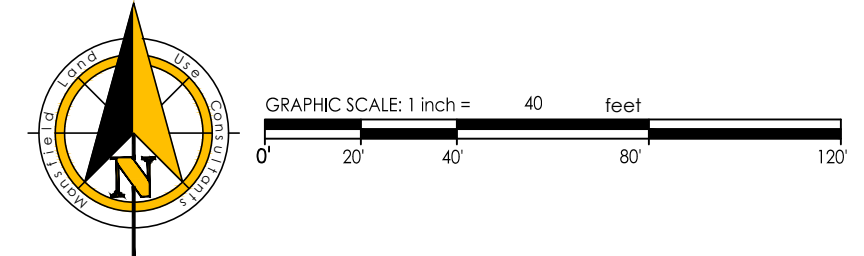
830 Carriage View Dr., Ste. 201
P.O. Box 4015
Traverse City, MI 49685
Phone: 231-946-9310
www.mmaeps.com
info@mmaeps.com

Mansfield
Land Use Consultants

REV#	DATE	DIS.	DRN.	CHK.	DESC.
16	22-04-05		dim	mm	Permit Submittals
17	22-06-13		dim	mm	Add newly created variable width gas pipe line easement
18	22-07-17		dim	mm	Revised Grading and Utility Adjustment for DIE gas line revisions.
19	22-10-10		dim	mm	Coordination with A/E/P/S plans. Footprint change, works & utilities.
20	22-10-21		dim	mm	Construction Drawings
21	22-11-14		dim	mm	Construction Drawings
22	23-03-07		dim	mm	Construction Drawings - B&A
23	23-03-07		dim	mm	Construction Drawings - B&A Lower South HS Site Two Feet

Bay Area Transportation Authority / Traverse City Housing Commission
Transit-Oriented Mixed-Use Development PUD
LANDSCAPE PLAN - NORTH
Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

CONSTRUCTION		
DATE:	DATE:	DATE:
07.13.20		
JOB NO.: 20108		
L1.0		



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PUBLIC NOTICE

Bay Area Transportation Authority

Annual Landscape and Lawn Care Services – 2026

Full Request for Proposal is available at: <https://www.bata.net/>.

Date Issued: **April 13th, 2026**

Deadline: **May 1st, 2026 – 4:00PM EST**

The Bay Area Transportation Authority (BATA) issuing a Request for Proposals (RFP) from vendors to provide Landscaping and Lawn Care Services from **May 2026 through November 30th, 2026, or until the maximum quantities identified in the RFP are met, whichever is sooner.**

Questions or requests for clarification regarding the RFP will be accepted via email only until **April 22nd, 2026 @ 12:00PM (EDT)** to info@bata.net via email. Answers to submitted questions will be posted on **April** at <https://www.bata.net/> for all interested proposers to review prior to submitting bids.

Proposals shall consist of the following:

- 1) A cover letter with the Proposer's company, contact name, address, website, phone, and email;
- 2) Completed Vendor Proposal File / Form
- 3) A signed Acknowledgement for Terms & Conditions and Required FTA Clauses;
- 4) A signed Bidder's List form;
- 5) Three (3) references of similar service provided in the past two (2) years;
- 6) Proof of Insurance, as required for this contract

The successful proposer will be required to acknowledge receipt of and compliance with all applicable FTA Clauses.

Proposals are irrevocable for a period of sixty (60) days from the date of the proposal deadline and shall not be withdrawn, modified, or altered after the deadline. In the event of default by the selected vendor, BATA may accept an alternate proposal from a responsive and responsible Proposer who is second highest scored based on the below evaluation criteria. BATA reserves the right to accept or reject any and all proposals, to waive irregularities/informalities in the proposals received, or to rebid, or, in the best interest of BATA, to select an individual contractor for each facility outlined in the agreement.

Evaluation Criteria:

- **Approach of Service / Offering: 50 out of 100 points (50%)**
- **References / Experience: 25 out of 100 points (25%)**
- **Price: 25 out of 100 points (25%)**