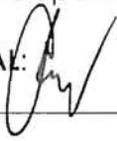




SUBJECT: Approval to terminate lawn and landscape maintenance contract with Green Meadows Lawnscape, Inc. and award the unit price contract to the second lowest responsive bidder, Brien's Services Inc. for an estimated annual amount of \$163,876.

SUBMITTING DEPARTMENT: Department of Public Services – Field Operations Division 

CITY MANAGER APPROVAL:  

EXPENDITURE REQUIRED	\$163,876
AMOUNT BUDGETED	Approximately \$190,000 (Various line items)
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	Allocated by Department Fund

BACKGROUND INFORMATION: Each year the City of Novi contracts with a lawn and landscape maintenance contractor to mow grass and maintain landscaping along roadsides and on City properties. Mowing and maintenance improves sight distances, prevents drainage facility obstruction, and presents an aesthetically pleasing appearance at City maintained facilities and along rights-of-way. The 2010 lawn and landscape maintenance services contract term is for one year, with services beginning in April. Upon mutual consent of the City and the selected contractor, there are three one-year renewal options available.

On April 5, 2010 the Novi City Council awarded a one year contract to Green Meadows Lawnscape, Inc. in the estimated annual amount of \$122,320. After one month of service the contractor suspended service, citing that the scope of the contract is too extensive for the unit prices that were bid.

Green Meadows Lawnscape, Inc. has been provided a formal written notification that the City is terminating the contract for cause (please see attached letter dated May 10 from Rob Hayes). Green Meadows Lawnscape, Inc. has waived its right to a 30-day contract cancellation notice procedure in an effort to expedite its release from the contract. DPS staff completed its due diligence on Green Meadows when the contract was awarded in April and found no reason for disqualification at that time.

Thirteen bids were received and opened on March 16, 2010 following a public bid solicitation period. The next qualified low bidder is Brien's Services, Inc. Brien's Services, Inc. provided a base bid on sections A-F (Mowing/Bedcare, Fertilization/ Weed Control, Fuerst Park, Mulch, Materials Only, and Hourly Labor) of \$115,391 annually. In addition, Brien's Services also provided a bid price on Alternates #1-7 (Novi Ice Arena, Ordinance Mowing, M-5 Median/Roadside/Interchange Mowing, Entryway Sign Bedcare, Misc. Parks, Irrigation, and the Novi Public Library), of \$48,485 annually, for a total of \$163,876.

Based on unit pricing of estimated quantities, Brien's Services, Inc. is recommended as being in the best interest of the City for being responsive (i.e., Briens Service's Inc. has complied with all requirements of the bidding instructions), and for submitting what is now the lowest qualified bid. A summary of the two lowest qualified bids is presented in the following table:

Bidder	Sections A-F	Alternates #1-7	Grand Total
Brien's Services Inc.	\$115,391	\$48,485	\$163,876
Austin/TruGreen	\$120,494	\$48,863	\$169,356

Brien's Services, Inc. has satisfactorily completed several government projects in the past, including lawn care for the City of Novi. Work will begin in May and continue through October.

RECOMMENDED ACTION: Approval to terminate lawn and landscape maintenance contract with Green Meadows Lawnscape, Inc. and award the unit price contract to the second lowest responsive bidder, Brien's Services Inc. for an estimated annual amount of \$163,876.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Crawford				
Council Member Fischer				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

Section A	Est. QTY	Worry Free	Worry Free Total	B & B	B&B Total	Evergreen Exteriors	Evergreen Total	Faulkner	Faulkner Total	Bilens Services	Briens Total	Absolute Outdoors	Absolute Total	Salisbury	Salisbury Total	Cal Fleming	Cal Fleming Total	Progressive Irrigation	Progressive Total	Landscape Concepts	Land. Concept Total	Green Meadows	Grn. Meadows total	Austin Morgan/TruGreen	Austin/TruGreen Total	WH Canon	WH Canon Total
1. Detention Ponds (16)	14	540	7,560	375	5,250	406	5,684	400	5,600	386	5,404	492	6,888	420	5,880	432	6,048	375	5,250	748	10,472	288	4,032	384	5,376	375	5,250
2. Road Frontage Level 1	30	650	19,500	1,030	30,900	812	24,360	1,080	32,400	810	24,300	3,052	91,560	1,050	31,500	2,902	87,060	740	22,200	1,596	47,880	576	17,280	768	23,040	1,650	49,500
3. Road Frontage Level 2	15	160	2,400	240	3,600	171	2,565	300	4,500	186	2,790	140.25	2,104	220	3,300	1,302	19,530	125	1,875	397	5,955	132	1,980	193	2,895	192.50	2,888
4. Boulevard Islands Mowing/Bedcare (4)	30	650	19,500	750	22,500	1,058	31,740	680	20,400	576	17,280	865	25,950	890	26,700	990	29,700	420	12,600	1,018	30,540	391	11,730	510	15,300	530	15,900
5. Booster Stations Mowing/Bedcare (3)	30	55	1,650	35	1,050	52	1,560	40	1,200	30	900	75	2,250	185	5,580	132	3,960	45	1,350	140.50	4,215	22	660	50	1,500	26	780
6. The Landings	20	425	8,500	400	8,000	342	6,840	495	9,900	371.25	7,425	375	7,500	315	6,300	511	10,220	290	5,800	694	13,880	264	5,280	360	7,200	385	7,700
7. Cemeteries (2)	30	200	6,000	150	4,500	98	2,940	150	4,500	100	3,000	150	4,500	150	4,500	162	4,860	225	6,750	262	7,860	99	2,970	125	3,750	105	3,150
8. I-96 & Beck Rd. Interchange	15	730	10,950	875	13,125	769	11,535	1,150	17,250	741	11,115	586.50	8,798	840	12,600	805	12,075	690	10,350	1,342	20,130	552	8,280	700	10,500	715	10,725
9. I-96 & Novi Rd. Interchange	15	800	12,000	950	14,250	833	12,495	1,250	18,750	80	1,200	637.50	9,563	910	13,650	875	13,125	715	10,725	1,450	21,750	600	9,000	800	12,000	780	11,700
10. City owned vacant lots	15	80	1,200	85	1,275	64	960	90	1,350	67.50	1,013	51	765	70	1,050	93	1,395	150	2,250	208	3,120	52	780	60	900	62	930
11. Spring Cleanup (ponds, roads, bldgs)	1	4,050	4,050	5,500	5,500	6,180	6,180	2,000	2,000	4,200	4,200	4,155	4,155	2,100	2,100	2,100	2,100	5,580	5,580	6,481	6,481	1,676	1,676	2,500	2,500	3,800	3,800
12. Spring Cleanup (cemeteries)	1	210	210	200	200	278	278	200	200	200	200	210	210	420	420	290	290	270	270	925	925	117	117	150	150	415	415
13. Spring Cleanup (Booster Stations)	1	100	100	50	50	86	86	100	100	120	120	110	110	420	420	90	90	150	150	275	275	40	40	60	60	200	200
14. Fall Cleanup (Cemeteries)	2	600	1,200	200	400	588	1,176	200	400	300	600	300	600	720	1,440	299	598	540	1,080	1,425	2,850	217	434	225	450	690	1,380
15. Fall Cleanup (Booster Stations)	1	200	200	50	50	180	180	110	110	135	135	150	150	660	660	49	49	150	150	215	215	45	45	75	75	200	200
16. Future Potential Mowing Areas (per acre)	as req	32.50		60		33		45		35		50		blank		46.75		25/man hr		81		26		32		32	
17. Civic Center Mowing/Bedcare	30	185	5,550	180	5,400	265	7,950	200	6,000	126	3,780	200	6,000	274.30	8,229	192	5,760	105	3,150	316	9,480	104	3,120	140	4,200	150	4,500
18. Police HQ Mowing/Bedcare	30	185	5,550	180	5,400	163	4,890	200	6,000	115	3,450	200	6,000	225	6,750	192	5,760	105	3,150	289	8,670	91	2,730	140	4,200	122.50	3,675
19. CEMS Satellite Mowing/Bedcare	15	30	450	40	600	32	480	40	600	20	300	35	525	40	600	71	1,065	125	1,875	106	1,590	18	270	35	525	28	420
20. Fire Stations #1-4 Mowing/Bedcare	30	145	4,350	180	5,400	170	5,100	160	4,800	187	5,610	200	6,000	360	10,800	262	7,860	340	10,200	262	7,860	128	3,840	150	4,500	105	3,150
21. Indoor Gun Range Mowing/Bedcare	30	55	1,650	50	1,500	57	1,710	38.25	1,148	38.50	1,155	45	1,350	63.84	1,915	71	2,130	75	2,250	151	4,530	23	690	30	900	58	1,740
22. Spring Cleanup (Civic Center)	1	245	245	200	200	642	642	200	200	225	225	225	225	210	210	209	209	460	460	316	316	112	112	140	140	275	275
23. Spring Cleanup (Police Headquarters)	1	245	245	200	200	427	427	200	200	225	225	225	225	175	175	209	209	440	440	289	289	98	98	140	140	210	210
24. Spring Cleanup (CEMS Building)	1	65	65	50	50	45	45	70	70	65	65	65	65	52.50	53	61	61	150	150	127	127	40	40	50	50	105	105
25. Spring Cleanup (Fire Stations #1 - 4)	1	255	255	300	300	176	176	200	200	208	208	200	200	420	420	194	194	900	900	262	262	140	140	165	165	140	140
26. Spring Cleanup (Indoor Gun Range)	as req	150		50		64		40		50		60		52.50		50		150		151		45		50		100	
27. Fall Cleanup (City Hall)	1	500	500	275	275	1,357	1,357	350	350	350	350	350	350	480	480	326	326	420	420	316	316	125	125	140	140	345	345
28. Fall Cleanup (Police Headquarters)	1	500	500	275	275	904	904	350	350	350	350	350	350	540	540	326	326	370	370	289	289	125	125	150	150	275	275
29. Fall Cleanup (Indoor Gun Range)	as req	250		50		135		50		225		75		150		50		150		151		55		50		100	
TOTAL SECTION A			114,380		130,250		132,260		138,578		95,400		186,392		146,272		215,000		109,745		210,277		75,594		100,806		129,353
SECTION B																											
1. Lawn Fertilization/Weed Control/Grub (Civic Center)	5	580	2,900	375	1,875	230	1,150	345	1,725	424	2,120	450	2,250	425	2,125	380	1,900	237	1,185	1,944	9,720	200	1,000	481.25	2,406	640	3,200
2. Lawn Fertilization/Weed Control/Grub (Police Headquarters)	5	510	2,550	375	1,875	200	1,000	370	1,850	371	1,855	350	1,750	370	1,850	335	1,675	285	1,425	1,417	7,085	175	875	481.25	2,406	560	2,800
3. Lawn Fertilization/Weed Control/Grub (Fire Stations 1-4)	5	435	2,175	260	1,300	170	850	260	1,300	275	1,375	307	1,535	330	1,650	285	1,425	175	875	1,012	5,060	150	750	447	2,235	480	2,400
4. Lawn Fertilization/Weed Control (CEMS Satellite)	5	45	225	50	250	24	120	50	250	45	225	60	300	90	450	75	375	41.50	208	95	475	25	125	101	505	80	400
5. Lawn Fertilization/Weed Control (12 Mile Blvd)	5	2,380	11,900	1,000	5,000	710	3,550	1,000	5,000	1,040	5,200	1,100	5,500	1,190	5,950	1,530	7,650	2,481.50	12,408	4,059	20,295	640	3,200	750	3,750	1,700	8,500
6. Lawn Fertilization/Weed Control (Main St.)	5	90	450	75	375	30	150	100	500	99.64	498	10.0	500	90/acre	45	225	1,871.50	9,358	412	2,060	25	125	150	750	15	75	
7. Lawn Fertilization/Weed Control (Cranbrook/Villagewood)	5	600	3,000	250	1,250	260	1,300	270	1,350	227.72	1,139	277	1,385	275	1,375	400	2,000	475	2,375	2,025	10,125	170	850	342	1,710	60	300
8. Lawn Fertilization/Weed Control (Booster Stations)	5	110	550	60	300	40	200	75	375	225	1,125	75	375	80	400	150	750	51.50	258	202	1,010	30	150	60	300	90	450
9. Lawn Fertilization/Weed Control (Field Services Complex)	5	TBD		350	1,750	110	550	210	1,050	212	1,060	N/C		90/acre	230	1,150	85	425	N/A		100	500	150	750	300	1,500	
TOTAL SECTION B			23,750		13,975		8,870		13,400		14,597		13,595		13,800		17,150		28,515		55,830		7,575		14,813		19,625
Section C-Fuerst Park																											
1. Mowing/Bedcare	30	385	11,550	135	4,050	167	5,010	200	6,000	169	5,070	175	5,250	246.82	7,405	250	7,500	141	4,230	6,900	207,000	130	3,900	140	4,200	175	5,250
2. Lawn Fertilization (only adjacent to Old Twp. Hall)	5	72	360	50	250	28	140	blank		45	225	60	300	80	400	45	225	47.50	238	93	463	25	125	60	300	60	300
3. Spring Cleanup	1	425	425	250	250	128	128	210	210	50	50	325	325	105	105	240	240	475	475	384	384	140	140	175	175	140	140

Section A	Est. QTY	Worry Free	Worry Free Total	B & B	B&B Total	Evergreen Exteriors	Evergreen Total	Faulkner	Faulkner Total	Briens Services	Briens Total	Absolute Outdoors	Absolute Total	Salisbury	Salisbury Total	Cal Fleming	Cal Fleming Total	Progressive Irrigation	Progressive Total	Landscape Concepts	Land. Concept Total	Green Meadows	Grn. Meadows total	Austin Morgan/TruGreen	Austin/TruGreen Total	WH Canon	WH Canon Total
3. Weed whip lots	2	45	90	35/hr		34	68	75	150	65	130	40	80	105	210	108	216	90	180	130	260	25	50	40	80	28	56
TOTAL ORDINANCE MOWING			230		450		204		430		390		430		430		488		430		980		178		224		236
Alternate #3 - M-5																											
1. Mowing	12	665	7,980	700	8,400	705	8,460	945	11,340	630	7,560	703.50	8,442	551.25	6,615	619	7,428	735	8,820	15,120	181,440	504	6,048	675	8,100	655	7,860
TOTAL M-5 MOWING			7,980		8,400		8,460		11,340		7,560		8,442		6,615		7,428		8,820		181,440		6,048		8,100		7,860
Alternate #4 - Entryway Sign Bedcare																											
1. Bedcare	10	125	1,250	60	600	56	560	105	1,050	15	150	153	1,530	405	4,050	150	1,500	175	1,750	10,350	103,500	42	420	175	1,750	105	1,050
2. Weed control/pest control (once)	5	45	225	20	100	24	120	100	500	15	75	40	200	100	500	180	900	225	1,125	782	3,910	42	210	included		100	500
3. Spring Cleanup	1	165	165	40	40	128	128	85	85	10	10	200	200	720	720	150	150	175	175	192	192	52	52	175	175	140	140
4. Fall Cleanup	1	225	225	60	60	135	135	100	100	10	10	200	200	810	810	150	150	175	175	192	192	62	62	175	175	205	205
5. Mulch Application (labor)	as req	26.50/hr		35		22 c.y.		30/man hr		28		34		45 *		27.25		125		24		21		24		32	
6. Cost of Mulch per yard, delivered	as req	28/yd		30		24 c.y.		30		28		26		21		23		40/yd		35		18		22		28	
TOTAL ENTRYWAY SIGN BEDCARE			1,865		800		943		1,735		245		2,130		6,080		2,700		3,225		107,794		744		2,100		1,895
Alternate #5- Misc. Parks																											
1. Mowing (Lakeshore)	30	350	10,500	375	11,250	342	10,260	450	13,500	300	9,000	425	12,750	262.50	7,875	457	13,710	283	8,490	15,600	468,000	240	7,200	320	9,600	300	9,000
2. Mowing (Brookfarm)	30	175	5,250	150	4,500	132	3,960	180	5,400	120	3,600	170	5,100	145	4,350	183	5,490	115	3,450	6,240	187,200	96	2,880	125	3,750	125	3,750
3. Mowing (Rotary)	30	90	2,700	100	3,000	85	2,550	112.50	3,375	75	2,250	150	4,500	55	1,650	115	3,450	75	2,250	3,900	117,000	60	1,800	80	2,400	78	2,340
4. Mowing (Villagewood)	10	45	450	50	500	40	400	50	500	30	300	45	450	30	300	46	460	65	650	600	6,000	33	330	35	350	32	320
5. Lawn Fert/Weed control playing surfaces (Power Park)	6	725	4,350	395	2,370	280	1,680	590	3,540	425	2,550	495	2,970	450	2,700	450	2,700	257.50	1,545	2,025	12,150	250	1,500	375	2,250	600	3,600
6. Lawn Fert/Weed control playing surfaces (ITC)	6	3,525	21,150	1,800	9,600	1,330	7,980	2,480	14,880	1,955	11,730	1,800	10,800	1,850	11,100	220	1,320	1,092.50	6,555	12,765	76,590	1,150	6,900	1,725	10,350	2,760	16,560
7. Lawn Fert/Weed control playing surfaces (Lakeshore)	6	250	1,500	150	900	80	480	160	960	127.50	765	135	810	135	810	135	810	77.25	464	833	4,995	75	450	112.50	675	180	1,080
TOTAL MISC. PARKS			45,900		32,120		27,310		42,155		30,195		37,380		28,785		27,940		23,404		871,935		21,060		29,375		36,650
8. Irrigation Startup (Power Park)	as req	TBD		35/hr		70/zone + \$55		not offered		6.50/zone		60/hr		9/zone		69.50/hr		31.50/man hr		T & M		100		400		1,150	
9. Irrigation Startup (ITC)	as req	TBD		35/hr		70/zone + \$55		not offered		6.50/zone		60/hr		9/zone		69.50/hr		31.50/man hr		T & M		100		2,000		1,150	
10. Irrigation Startup (Lakeshore)	as req	TBD		35/hr		70/zone + \$55		not offered		6.50/zone		60/hr		9/zone		69.50/hr		31.50/man hr		T & M		110		180		1,150	
Alternate #6 - Irrigation																											
1. Irrigation repairs (hourly rate)	as req	45/hr		35		80/man hr		40		35/hr		60/hr		45		69.50/hr		31.50/man hr		68		28		32		60	
2. Irrigation parts (markup over cost)	as req	TBD		20%		15%		25%		10%		15%		20%		8%		15%		35%		8%		15%		15%	
ALTERNATE #7 - Library																											
1. Mowing/Bedcare	30	155.00	4,650	125	3,750	90	2,700	120	3,600	101.25	3,038	150	4,500	160	4,800	144	4,320	75	2,250	4,680	140,400	78	2,340	95	2,850	93.50	2,805
2. Lawn Fert/weed control/grub control	5	435.00	2,175	150	750	170	850	190	950	225	1,125	186	930	270	1,350	285	1,425	155.25	776	1,215	6,075	150	750	288.75	1,444	360	1,800
3. Spring cleanup (on request)	1	195.00	195	150	150	200	200	100	100	125	125	225	225	105	105	156	156	315	315	240	240	88	88	120	120	205	205
4. Fall cleanup (on request)	1	250.00	250	150	150	500	500	200	200	225	225	350	350	210	210	156	156	355	355	288	288	150	150	140	140	275	275
5. Mulch application (labor)	as req	26.50/man hr		35		22 c.y.		30/man hr		28/hr		34		45 *		27.25		25/man hr		24		21		24		32	
6. Cost of mulch (per yd. delivered)	as req	28/yd		30		24 c.y.		30		28/cu yd		26		21		23		40/yd		35		18		22		28	
TOTAL LIBRARY			7,270		4,800		4,250		4,850		4,513		6,005		6,465		6,057		3,696		147,003		3,328		4,554		5,085
Estimated General Services Totals			151,065		149,025		146,679		158,438		115,391		206,462		168,701		240,355		143,728		474,434		87,634		120,494		154,873
Estimated Alternate Totals			70,515		53,195		47,327		67,000		48,485		62,757		54,450		50,550		43,257		1,458,400		34,686		48,863		56,611
ESTIMATED ANNUAL TOTALS			221,580		202,220		194,006		225,438		163,876		269,219		223,151		290,905		186,985		1,932,834		122,320		169,358		211,484

Questionnaire submitted?	yes																										
Equipment list submitted?	yes	yes	no	yes																							
Acknowledged addendum?	no	yes	yes	no	no	no	yes	yes	yes	yes	yes	yes	no	no	no	no	no	yes									

* blown in mulch
 ** clean & rake



May 10, 2010

Green Meadows Lawnscape Inc.
Attn: Tom DeClerck, President
43630 Utica Rd.
Sterling Heights, MI 48314

CITY COUNCIL

Mayor
David B. Landry

Mayor Pro Tem
Bob Gatt

Terry K. Margolis

Andrew Mutch

Kathy Crawford

Dave Staudt

Justin Fischer

City Manager
Clay J. Pearson

City Clerk
Maryanne Cornelius

Mr. DeClerck:

This will acknowledge your statement of May 5, 2010, that Green Meadows Lawnscape, Inc., will not be performing its obligations under the contract for Lawn and Landscape Maintenance services with the City of Novi. This letter is to inform you that the City is exercising its rights under the agreement to hire other contractors to complete the work that you have not performed, that you are not performing, and that you have now indicated you will not perform. The City is accordingly also exercising its rights to eliminate or delete **all** areas and services referenced in the contract from your contractual obligations, and that your services will therefore no longer be required.

This letter will also serve as formal notice that the City is terminating the contract for cause. As detailed in the DPS Contractual Services Review documents previously provided to your company, you have (1) not adequately complied with the contract specifications; (2) failed to comply with proper lawn/landscape techniques; (3) refused to proceed with work as directed, and (4) abandoned the work. Again, as a result your services under the contract are no longer required.

The City acknowledges that some lawn and landscape maintenance has occurred (although not all of it in accordance with the contract specifications). Please submit an invoice within 7 days for work that you believe your company has performed. The City will review and evaluate the invoice and proceed with payment as provided in the contract for Lawn and Landscape Maintenance services. In order to facilitate a resolution of the payment obligations, I would be happy to meet with you to discuss the invoice at your convenience.

Sincerely,

Rob Hayes, P.E.
Director of Public Services

City of Novi
45175 W. Ten Mile Road
Novi, Michigan 48375
248.347.0460
248.347.0577 fax

cc: Clay Pearson, City Manager
Kathy Smith-Roy, Finance Director
Matt Wiktorowski, Field Operations Senior Manager
Tom Schultz, Secrest Wardle

cityofnovi.org

Wiktorowski, Matt

From: Dan DeClerck [dddeclerck@msn.com]
Sent: Monday, May 10, 2010 12:01 PM
To: Wiktorowski, Matt
Subject: 30 day Rule

Matt,

In an effort to assist the City of Novi anyway we can, we waive the 30 day notice rule for changing contractors.

Sincerely,

Dan DeClerck
Green Meadows Lawnscape, Inc

Hotmail has tools for the New Busy. Search, chat and e-mail from your inbox. [Learn more.](#)

Brick Pavers
Cleanups
Core Aeration
Fertilizing & Weed Control
Flower Installation
(Annual/Perennial)
Gutter Cleaning
Holiday Decorating
(Indoor/Outdoor)
Landscaping



Lawn Maintenance
Low Voltage Lighting
Ornamental Bed Maintenance
Salting & Sanding Service
Shrub Trimming
Snow Plowing
Sod Installation
Sprinkler Systems
Stump Grinding
Tree Cutting/Pruning

May 6, 2010

City of Novi
45175 W. 10 Mile Road
Novi, MI 48375

The prices submitted by Brien's Services on March 16, 2010 are still valid. We are able to start work immediately as of May 6, 2010.

Sincerely,



Brian Worrell
President

CONTRACT

This Agreement shall be considered as made and entered into as of the date of the last signature (“Effective Date”), and is between the City of Novi, 45175 W. Ten Mile, Novi, Michigan 48362 “City”, Brien’s Services, Inc., whose address is 815 N. Union, Milford, MI 48381, “Contractor.”

Work. For and in consideration of payment by the City as provided under the Payment Section of this Contract, Contractor shall perform the work described on and in the Work Specifications listed in “Exhibit A”, which is a part of this Contract, in a competent, efficient, timely, good and workmanlike manner and in compliance with the following terms and conditions.

Permits. The work to be performed includes applying and paying for, and obtaining issuance of all required permits and satisfying all requirements or conditions for such permits.

Bonds and Insurance. This Contract is conditioned on Contractor securing and maintaining the liability insurance specified in the “Exhibit A”, which are a part of this Contract, which shall be confirmed by Certificate(s) of Insurance, with said coverages to be maintained for the life of this Contract and the City entitled to thirty (30) days written notice of any cancellations or changes. Contractor shall also supply payment and performance bonds in a form acceptable to the City.

Time of Work. All Insurance requirements shall be satisfied within 14 days, and work shall be completed within specified date in “Exhibit A”. These time limits are of the essence of this Contract and failure to meet them shall permit City to terminate this Contract whether or not work has been commenced.

Payment. The City agrees to pay the Contractor an annual estimated amount of \$163,876, as specified in “Exhibit A”, accompanied by a sworn statement and full unconditional waivers of lien, confirming that all subcontractors and any material suppliers have been paid in full.

Changes. Any changes in the provisions of this Contract must be in writing and signed by the City and Contractor.

Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the City, its agents, and others working on its behalf against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the City by reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract.

Inspections, Notices and Remedies Regarding Work. During the performance of the work by Contractor, City shall have the right to inspect the work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the work performed or other default in this Contract, City shall provide Contractor with written notice to correct the defect or default within a five (5) days of the notice. Upon receiving such a notice, Contractor shall correct the

specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Contract by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Contractor, or, preserve the claims of defects or defaults without termination by written notice to Contractor.

Demolition Disposal Requirements. The Contractor shall perform all work and dispose of all materials in compliance with all provisions of applicable federal, state, county and City environmental laws. This obligation includes lawful disposal of all material, with a condition of the City's payment obligation being Contractor delivering to City copies of written documents from the licensed landfill or disposal site, confirming the dates, quantities and types of demolition debris disposed of, the disposal costs and that those costs have been paid in full by Contractor.

Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because City is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

Governing Law. This Contract shall be governed by the laws of the State of Michigan.

Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the City.

Successors and Assigns. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

Notices. Written notices under this Contract shall be given to the parties at their addresses on page one by personal or registered mail delivery to the attention of the following persons:

City: Sue Morianti, Purchasing Manager, with a copy to Thomas R. Schultz, Secrest, Wardle, Lynch, Hampton, Truex and Morley, 30903 Northwestern Highway, Farmington Hills, MI 48333.

Contractor: Brien's Services Inc., Attn: Brien Worell, 815 N. Union., Milford MI 48381

Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

[signatures on next page}

WITNESS AND DATES
OF SIGNATURES:

Date: _____

Date: _____

Date: _____

CITY OF NOVI

By: David B. Landry
Its: Mayor

By: Maryanne Cornelius
Its: Clerk

CONTRACTOR

By:
Its:

EXHIBIT A WORK SPECIFICATIONS



**NOTICE - CITY OF NOVI
REQUEST FOR PROPOSALS**

LAWN AND LANDSCAPE MAINTENANCE SERVICES

The City of Novi will receive sealed proposals for Lawn and Landscape Maintenance Services according to the specifications of the City of Novi.

A mandatory pre-proposal meeting will be held Tuesday, March 2, 2010 promptly at 10:00 A.M. at the Novi Civic Center, 45175 W. Ten Mile Rd., Novi, MI 48375-3024.

Sealed proposals will be received until **3:00 P.M.** prevailing Eastern Time, **Tuesday, March 16, 2010** at which time proposals will be opened and read. Proposals shall be addressed as follows:

**City of Novi
Office of the City Clerk
45175 W. Ten Mile Rd.
Novi, MI 48375-3024**

All proposals must be signed by a legally authorized agent of the proposing firm.
ENVELOPES MUST BE PLAINLY MARKED

"LAWN AND LANDSCAPE MAINTENANCE SERVICES RFP"

AND MUST BEAR THE NAME OF THE PROPOSING FIRM.

The City reserves the right to accept any or all alternative proposals and award a contract to other than the lowest proposal, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Sue Morianti
Purchasing Manager
smorianti@cityofnovi.org

Notice Dated: February 22, 2010



CITY OF NOVI

LAWN AND LANDSCAPE MAINTENANCE SERVICES

OVERVIEW

DESCRIPTION AND PURPOSE

Machine mowing of grass and weeds to maintain clean roadsides and City properties, improve sight distance, and vegetation growth, prevent obstruction of drainage facilities and present an aesthetically pleasing appearance.

SCOPE OF WORK

This work shall include all labor, materials, equipment and services to maintain the locations in a superior condition. These areas shall be maintained with a crisp, clean appearance (i.e. dress mowing) and as otherwise stated herein.

Mow or cut all vacant lots and acreage parcels to the road or curb lines and remove all debris from within the cutting areas, including all right-of way adjacent to the lots.

As directed, separately mow and clean up improved properties (around buildings or other structures) and trim along fences, hedges and plantings to a similar height.

Should the Contractor fail to keep up with the work, as required by the Contract, the City reserves the right to hire additional contractors to satisfactorily complete the work or to terminate the contract.

The City reserves the right to eliminate/delete areas to be mowed or services to be performed or to reduce the quantity of mowings for any area. The Contractor will not be compensated for any anticipatory profits that were not been earned due to the mowing or other services that are eliminated, deleted, or reduced. Periodically, the City may find it necessary to add an area to be mowed. The Contractor will submit a price which becomes a part of the contract.

PROGRAM DETAILS

The program addresses four (4) specific types of property each with its specific mowing standard.

1. **Storm Water Control Facilities (retention/detention ponds)**
Approximately 12 acres
 - A. Mowing height: 4"-6"
 - B. Mowing schedule: 10-15 cuttings per season (depending upon growth)

2. **Ordinance Violations**
Chapter 21, Novi City Code, requires that owners of vacant property in subdivided areas cut the weeds/vegetation at least twice a year (May and July). If the owner fails, after proper notification, to cut the weeds the City is empowered to cause the weeds to be cut.
Approximately 60 lots, less than 2 acres each

- A. Mowing height: 4"-6"
- B. Mowing schedule: minimum 2 cuttings per season
- C. Contractor must provide digital images with lot identification for each lot immediately prior to mowing.
- D. Work must be completed within 10 calendar days of notification to contractor by City that lots require cutting.
- E. Contractor must remove all trash from lot prior to mowing and must not leave grass clippings in any roadway.

3. General Facilities Mowing

Examples of, but not limited to: Civic Center, Police Department, Parks, Cemeteries, etc.

Approximately 40 acres

- A. Mowing height: 3"
- B. Mowing schedule: 7-14 days, 25-30 cuttings/ season (depending upon growth)
- C. Removal of all debris within the mowing area including but not limited to brush, small tree limbs, etc.
- D. The City reserves the right to request additional mowings which will be paid at the unit price bid.

4. General Road Frontage Mowing, Interchanges & City Owned Vacant Lot Mowing

General roadside mowing of all County primary, City of Novi Major Streets and Properties

Approximately 132 acres

- A. Mowing height: 3"-4"
- B. Mowing schedule:
 - Level 1 25-30 cuttings/season (every 7-14 days depending upon growth)
 - Level 2 10-15 cuttings/season (bi-weekly depending upon growth)
- C. Removal of any and all debris within the mowing area including but not limited to brush, small tree limbs, etc.
- D. The City reserves the right to request additional mowings which will be paid at the unit price bid.



CITY OF NOVI

LAWN AND LANDSCAPE MAINTENANCE SERVICES

GENERAL INFORMATION

1. **Contractor Qualifications**

- A. The Contractor shall be duly licensed/certified by the appropriate authorities to perform the work that is bid upon.
- B. Furnish all manpower and machinery and payments of and for same, holding the City of Novi free of liens or encumbrances upon present or future payments made by the City to the Contractor.
- C. Guarantee the reimbursement, repair or replacement and restoration of any cultivated area damaged by careless or accidental use of equipment or machinery. Also, to repair or replace any fences, signs, buildings, poles and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of the contract.
- D. The Contractor shall furnish sufficient manpower and equipment to accomplish the work and to be able to complete a single cutting of all properties within seven (7) calendar days, excluding those days of rain, inclement weather or poor ground conditions.
- E. The Contractor further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day he takes to finish the work, after the required completion date.
- F. The Contractor shall contact the City staff daily by phone or e-mail to report scheduled work (before it is performed) **AND by e-mail the day of or day after work is complete** and shall invoice the City weekly showing details of locations mowed/cleaned, etc. & amounts charged. Invoices shall be prepared as directed by the City, showing charges by department.
- G. The Contractor will conform to all applicable Federal, State and Local laws including use of slow moving vehicle signs where required.

2. **Term of Contract**

The Contractor shall commence performance of the contract upon City Council award. The initial contract period will begin on the date of council award and ends on December 31, 2010. The contract may be extended for up to three years in increments of one (1) year upon approval of the Field Operations Senior Manager and the Director of Facility Operations and the Contractor.

3. **Contractor Qualifications**

All proposers must, at the time of proposal submittal, show that they are presently maintaining turf areas of at least fifty (50) acres weekly and have 3 municipal /corporate references with a minimum of 30 acres each (in the last five years).

4. **Equipment**

The Contractor shall accompany the proposal with a complete and up-to-date **list of the commercially recognized, professional grade equipment to be used, makes, models, year, serial numbers, and mowing widths**. A site visit to inspect equipment may be made by the City prior to awarding of RFP. Failure to pass City inspection of equipment may be cause for disqualification from further consideration of proposal.

12. **Contract Termination**

The City shall have the right to terminate the contract or part thereof before the work is completed with thirty (30) days written notice:

For Cause:

- A. The contractor is not adequately complying with the specifications;
- B. Proper lawn/landscape techniques are not being followed after warning notification by the City;
- C. The Contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment of the specified quality or quantity;
- D. The Contractor in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work;
- E. Previous unknown circumstances arise making it desirable in the public interest to void the contract;
- F. The Contractor refuses to proceed with the work when as directed by the City; or
- G. The Contractor abandons the work.

Any practice obviously hazardous as determined by the City shall be immediately discontinued by the contractor upon receipt of either written or oral notice to discontinue such practice.

For Convenience:

The City may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The City shall pay all reasonable costs incurred up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.

Additional Requirements:

- 1. All crews of people shall be supervised at all times.
- 2. All vehicles doing work on City property shall be properly identified.
- 3. All insurance specifications must be met or exceeded - see Attachment A
- 4. Weekly meetings may be required by the Field Operations Senior Manager, the Facilities Operations Director, or their designee.

All weed cutting equipment shall meet the requirements of any and all State, County, and City law and regulations.

5. **Dress Code**

Contractor's employees shall maintain a neat and clean appearance at all times. Employees shall wear safety shoes and uniforms at all times. All work shall be performed in a professional, courteous, work person-like manner.

6. **Safety Requirements**

Contractor's equipment and general safety precautions must meet or exceed all OSHA and MIOSHA requirements. All persons doing work on City property shall be equipped with proper safety equipment as needed/ required. The City may exercise the right to remove any employee from the performance of his/her work should an obvious violation be apparent.

7. **City's Responsibility**

Furnish maps of the various sections of the City of Novi sufficient in detail to indicate dimensions and identity of lots, acreage parcels, subdivision boundaries, streets and thoroughfares, public lands owned by the City, County, State or other exempt entities.

Furnish direction as to area to be cut, verify daily reports submitted by the Contractor prior to the payment of all invoices, reserve the right to delete from invoices those properties over which a question of proper performance by the Contractor exists, until the Field Operations Senior Manager, Director of Facility Operations, or their designee, whose decision shall be binding upon both parties, shall investigate and resolve such questions.

8. **Payment**

Payment will be made at the unit prices bid after entire job has been completed. The Contractor further agrees to do additional related work as may be requested by the City of Novi, prices for which are not included in the Form of Proposal. Compensation for said work shall be made on the basis agreed upon before said work is begun.

9. **Additional Requirements**

All turf areas shall be cleaned before each mowing including but not limited to removing all paper, trash, twigs, leaves and other undesirable material from turf areas, as well as the disposal of such materials. All bed areas within the work zone as described on the enclosed maps containing such material as stone, wood chips, etc. surrounding or bordering turf, will be maintained clean of any debris. It will be the contractor obligation to ensure that shrubs, trees, etc, be protected from damage caused by use of the mowers and string trimmers. Any injury or damage shall be notified immediately of damage incurred.

10. **Subcontractors**

Under no circumstances will the use of subcontractors be acceptable.

11. **Award**

The City reserves the right to subdivide the award. However, it is the intent to award to one contractor.

TAX EXEMPTION

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal prices. The City will furnish the successful proposer with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful proposer for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" proposal price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

NON-DISCRIMINATION

In the hiring of employees for the performance of work described in this ITB and subsequent contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF PROPOSAL CONTENT

Should a contract ensue, the contents of the proposal of the successful Proposer may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this ITB is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the RFP.

The City of Novi is not liable for any costs incurred by proposers prior to issuance of a contract.

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the offerer certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

(a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any other Competitor; and

(b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

LAWN CUTTING SPECIFICATIONS

GENERAL FACILITIES MOWING (INCLUDES BED CARE)

This type of mowing / lawn cutting shall be considered with all City municipal buildings and facilities with the highest visibility and citizen contact. Example, but not limited to: Civic Center, Police Headquarters, cemeteries, etc.

This type of mowing shall be performed weekly (or as determined by the Field Operations Senior Manager, the Facilities Operations Director, or their designee) beginning approximately mid to late April and continue to approximately mid to late October (approximately 26 weeks). The City will pay for all these types of lawn cutting on a per cut basis and reserves the right to adjust the frequency to suit its needs.

The City, upon request, may require special mowing for special events, such as holidays, parades and Civic functions.

Details:

1. All areas to be cut shall be first cleaned (spring clean-up) prior to cutting - see detail on this item.
2. Rotary mowers will be used for all cutting with an average height of cut to be no less than three inches and no greater than four inches.
3. The size and style of the mower will vary with the area to be cut; the Field Operations Senior Manager, the Facilities Operations Director, or their designee will have the authority to determine what type is used in each area.
4. All rotary mower blades shall be sharp and set to the same height. Fresh blades (sharpened) will be used in each day of cutting.
5. No weed whips shall be used near trees.
6. All areas to be cut will be done so that the finished area will have a groomed professional look. Double cutting certain areas may be necessary and any grass clippings and clumps shall be removed or dispersed.
7. All areas not mowed by rotary mowers including but not limited to: around buildings, rocks, ditches, signs, etc. will be trimmed with nylon string trimmers (weed whips). The heights of these cuts will be consistent with rotary height.
8. All areas that are mowed with these procedures will be cleaned immediately after mowing is complete. Grass Clippings will be blown by machine (back pack blower) from sidewalks, streets, flowerbeds, tree circles, etc.
9. When possible, Contractor will adjust mowing pattern so as to not create ruts in the area being mowed.

10. These areas shall receive an edge on all hard surfaces every other job. Concrete to grass areas will receive an edge with a vertical type edger with blade, not with a weed whip. Asphalt to grass areas may receive a weed whip edge due to the nature of the slanted edge.

11. Bed Care (part of Level I Mowing responsibilities)

Bed care is to be performed the day before, or on the day of mowing (not after) and must be complete.

A. Trees, Shrubs and Woody Perennials

All plants of these types shall be managed to always present a professionally maintained appearance as defined by the following performances.

- 1) All trees and shrubs are to be pruned and/or trimmed by trained landscape professionals with a minimum of three years experience at least once per year (twice per year for shrubs) using proper techniques and appropriate equipment. Any branches obstructing the view of signs and addresses will be removed. All activities performed will be completed in accordance with the International Society of Arboriculture Standards as set forth in the American National Standards Institute for Standard Practices for Tree, Shrub and other Woody Plants. This is to ensure the plants will retain their characteristic natural habits in the landscape.
- 2) Pruning shrubs shall be done with hand shears as needed to provide an informal shape, fullness, and blooms.
- 3) Contractor will remove all litter.
- 4) Oaks are not to be trimmed from May through October.
- 5) Deciduous shrubs will be hand pruned to promote flowering (where applicable) and growth vigor.
- 6) Evergreen shrubs will be hand pruned to promote growth vigor.
- 7) *Taxus Sp.* (Yew) and *Buxus sp.* (Boxwood) may be trimmed with power shears. No shrubs are to be trimmed into tight shapes or "boxes".
- 8) Best Management practices to be outlined by the DPS.
- 9) Debris to be taken to specified location at Field Services Complex for dumping. Must first check in at the front office of the Complex before dumping.

B. Herbaceous Perennials, Ornamental Grasses, and Annuals

All plants of these types shall be managed to maximize their seasonal landscape impact capabilities and to always present a professionally maintained appearance. Their professionally maintained appearance is defined by the following performances.

- 1) The removal of the last season growth will be done in the fall or spring according to specific plants.
- 2) All plants of this type are to be handled by landscape professionals with a minimum of three years experience.
- 3) All ornamental grasses are to be cut back in the spring.

C. Bed Care

All planting beds shall be managed to always present a professionally maintained appearance. A professionally maintained appearance is defined by the following performances.

- 1) Removal of all debris in beds when mowing/pruning is done. Debris is to be taken to Field Services Complex for dumping at specified location as directed by the Field Operations Senior Manager
- 2) All beds will be hand weeded before relying on chemical weed control. Chemical control may be used on weeds 3 inches and smaller.
- 3) Maintenance of a defined bed edge. Lawn turf growing into the bed is to be weeded/ removed from the bed area. Edging structures (i.e. plastic, aluminum) will be kept in good physical appearance and properly positioned/ installed.
- 4) Report dead/dying and/or diseased plant material and estimated cost for remedying.
- 5) Removal of all litter.
- 6) Decomposed Granite and Rock Areas will be kept free of weeds or grasses with the proper use of herbicides applied a safe distance from desired plant material.
- 7) Where edging structures are not present the bed edges are to be properly cut with a machine or bedknife at the beginning of each summer. The Contractor shall properly dispose of all excavated material. The City may elect the contractor to install bed edging (may be provided by the City).
- 8) All above performances are to be supervised by a landscape professional with a minimum of three years experience.

GENERAL ROAD FRONTAGE & BOULEVARD ISLANDS (INCLUDING BEDCARE WHERE INDICATED) – Maps to be provided at pre-proposal meeting.

This type of mowing/ lawn cutting shall be considered with all City properties that do not meet criteria in General Facilities Mowing. These shall include, but are not limited to retention basins, some roadsides, etc.

This type of mowing shall be performed every 7-14 days (or as determined by the Field Operations Senior Manager or their designee) beginning approximately mid to late April and continuous to approximately mid to late October (approximately 26 weeks). The City will pay for all these types of lawn cuttings on a per cut basis and reserve the right to adjust or determine the frequency to suit its needs.

The City, upon request, may require special mowing for special events, such as holidays, parades and Civic functions.

Details:

1. All areas to be cut shall be first cleaned (spring clean-up) prior to cutting - see detail on this item.
2. Rotary mowers will be used for all cuttings with an average height of cut to be no less than three inches and no greater than five inches.
3. The size and style of the mower will vary with the area to be cut; the Field Operations Senior Manager, or their designee will have the authority to determine what type is used in each area.

4. All rotary mower blades shall be sharp and set to the same height. Fresh blades (sharpened) will be used in each day of cutting.
5. All areas to be cut will be done so to have a finished professional look. Depending on the frequency, double cutting may be necessary. Some grass clipping accumulation may be accepted, but the Parks and Forestry Operations Manager will determine what the level of acceptance is.
6. No weed whips shall be used around trees.
7. All areas not mowed by rotary mowers including but not limited to: ditches, rocks, signs, etc. will be trimmed with nylon string trimmers (weed whips). The height of these cuts will be consistent with the rotary height.
8. All areas that are mowed and abut any hard surface shall have the excess clippings removed or "blown" off of these surfaces immediately after the cutting.
9. Removal of any and all debris within the mowing area including but not limited to brush, small tree limbs etc.
10. May include bedcare. See specifications in General Facilities Mowing.
11. Removal of all organic material on ground, growing into the area, and/or creating an obstruction.

OTHER WORK

Sidewalk Weed Maintenance

Remove and dispose of weeds from sidewalk joints (on various city property locations) as requested by Facility Operations Director. This will be paid at the hourly rate quoted in Section F - General Services Labor on the bid form.

WEED CONTROL, LAWN FERTILIZATION, & PESTICIDES SPECIFICATIONS

Weed Control and Fertilizer Details:

1. Weed control is to be administered in accordance to the environmentally conscious principles of Integrated Pest Management (IPM).
2. **The contractor must possess and show proof on request for all certifications & licenses to handle and apply commercial pesticides & herbicides.**
3. Contractor is responsible for presenting a weed control and fertilization plan as part of this proposal.
4. Contractor is responsible for providing the City of Novi with all weed control and fertilizer Material Safety Data Sheets (MSDS), with this proposal.
5. Fertilization service shall include all marked properties (above) a minimum of 4– 5 times in the growing season unless so specified.
6. One application of Grub Pest Control to be done in June at locations specified.
7. All fertilizers to be granular unless otherwise requested. Must be certified and have the equipment to apply both granular and liquid fertilizer/weed control products.
8. Lawn Fertilization/Weed Control application will be as follows. There will be 4-5 applications, to be approved by the City of Novi:
 - A. Early Spring (April-May) – Apply fertilizer & pre-emergent crabgrass control. Spray broadleaf weed killer. 1.25 LB Nitrogen containing at least 25% slow-release Nitrogen, Phosphorus and Potash at rates balanced to Nitrogen level, Pre-emergent crabgrass control per manufacturer's recommended maximum rates, broadleaf weed control per manufacturer's rates.
 - B. Late Spring (June-July) – Apply fertilizer & broadleaf weed killer. 1.00 LB Nitrogen containing at least 25% slow-release Nitrogen, .25 lb k20 Potash, Iron per manufacturer's rates, broadleaf weed control per manufacturer's rates.
 - C. Late Summer/Early Fall (September) – Apply fertilizer & broadleaf weed killer. 0.75 LB Nitrogen containing at least 20% slow-release Nitrogen, Iron per manufacturer's rates, broadleaf weed control per manufacturer's recommended rates.
9. Locations to receive applications, but not limited to:
 - A. Civic Center
 - B. Police Headquarters
 - C. Field Services Complex (upon request)
 - D. Fire Stations #1 - 4
 - E. Twelve Mile Blvds – Haggerty Road to Taft Road
 - F. Cranbrooke/Villagewood Boulevards
 - G. Main Street (finished only)
 - H. Ice Arena (Alternate #1)
 - I. Booster Stations (upon request)
 - J. CEMS Satellite Building
 - K. Novi Public Library

- L. Fuerst Park near Township Hall
- M. ITC Sports Park (Select athletic fields only)
- N. Power Park (Select athletic fields only)
- O. Lakeshore Park (Select athletic fields only)

SPRING & FALL CLEAN-UP SPECIFICATIONS

This type of work shall be considered with all City municipal buildings and facilities with the highest visibility and citizen contact. Example, but not limited to: Civic Center, Police Headquarters, 12 Mile Blvd., Ice Arena (Alternate #1), etc.

This type of work shall be performed as soon as weather allows in the early spring, approximately April 1st, and must be concluded no later than May 10th, weather permitting.

Spring Cleanup Details:

1. All areas as specified shall have the lawn areas raked by hand or mechanical means. This is to loosen and remove debris, invigorating the turf and in general improve the appearance of the turf.
2. All garbage and debris shall be picked up and removed from sites.
3. All areas disturbed by snow plowing shall be put back in reasonable repair. Damaged sod shall be placed back on the ground. Any repair that is not instantaneous shall be a separate job, not covered here.
4. All sticks, leaves, etc., shall be removed from all shrubs and flowerbeds and removed from sites & taken to the Field Services Complex to be disposed of at a specified location as directed by DPS Director.
5. All mulch is to be turned over and fluffed.
6. All grass to concrete areas shall receive a fresh edge with a mechanical vertical edger and all debris removed from sites.
7. Specific clean-up items in shrub beds (for example, perennial plants and annual plants) are to be prepared for spring and any dead tops removed.
8. The City will pay for services on a per job basis.
9. The Facilities Operations Director, or their designee will inspect all sites for completeness prior to payment approval.

Fall Cleanup Details:

1. All garbage and debris shall be picked up and removed from sites & taken to Field Services Complex to be disposed of at a specified location as directed by the Field Operations Senior Manager.

2. All sticks, leaves, etc., shall be removed from all lawns, shrubs and flowerbeds and removed from sites to the specified location at the Field Services Complex.
3. The City will pay for services on a per job basis.
4. The Facilities Operations Director or their designee will inspect all sites for completeness prior to payment approval.
5. Specific clean-up items in shrub beds (for example, perennial plants and annual plants) are to be prepared for spring and any dead tops removed.

IRRIGATION AND MULCH SPECIFICATIONS

Irrigation Systems Details (If Services Requested):

1. The contractor shall perform irrigation startup services at the request of the City.
2. The contractor shall be liable for repairs due to improper startup and/or repair.
3. The contractor shall inspect and test all components and zones in the irrigation
4. System shall be tested monthly and Contractor shall note and report to client any symptoms of inadequate or excessive irrigation, drainage problems, etc.
5. Repair beyond the initial scope will be charged at an hourly rate plus parts.
6. The contractor will notify the City of the nature of the repair and estimated cost for the repair.

Mulch Details:

1. Type
Unless otherwise noted, all mulch shall be Grade A, true 100 percent double-shredded product. It shall be of hardwood (either Maple or Oak) with no more than 10% by-product. Wood-chips and sticks are not acceptable.
2. Quantity
The amount of shredded mulch needed can/will be determined by the Parks and Forestry Operations Manager. All existing tree circles and planting bed areas that have a shredded mulch base now are to be included. The City desires an amount of two (2) inches of new mulch installed at Spring Clean-up. Previous year's mulch to be thinned and discarded and redressed as outlined in the standards. Note: It is critical that no or minimal new mulch be placed against the trunks or existing trees & plants. This will be checked on a random basis prior to final payment. Contractor will be held liable for any trees or plants that suffer or die due to excessive shredded mulch covering the trunks.

3. Edging
Prior to any mulch installation, all existing tree circles and planting beds must receive a fresh cut edge. This can be performed either by hand or mechanically. All edges must be a minimum of two (2) inches in depth. All excavated material must be removed and taken off property. Note: When new mulch is installed, it is critical that it does not exceed the new edge and encroach upon the grass.
4. Time Frame
The Contractor must give a starting date and an ending date. Consideration will be given for weather. Contractor may not go beyond the ending date by more than 1 week without written permission from the Field Operations Senior Manager, Facility Operations Director, or their designee.
5. The City may elect to supply the mulch for the contractor to apply. Contractor will then be paid at hourly rates specified on proposal form in Section D – Mulch.

2010 LAWN AND LANDSCAPE MAINTENANCE SCHEDULE (GENERAL)

Mid March – A meeting will be scheduled with the contractor and the City of Novi. This meeting will be for introductions, an overview of contract, and answering questions. The same week, a City staff member will take the contractor around to all the sites that are involved in the contract.

Second week in April – “Spring Cleanup” should begin at all locations specified in contract.

Third week in April – Mowing will start.

Last week in April – First fertilizer application. (Weather permitting, we will have 3 applications of fertilizer for the season. A fourth application may be done if the City feels it is necessary.)

By the first week of June – All bushes, hedges on any City of Novi property shall be trimmed and manicured.

Late June – Grub Pest Control application at locations specified

Last week in September or early October – Third application of fertilizer will be applied.

Last two weeks in October – “Fall Cleanup” will take place.



cityofnovi.org

CITY OF NOVI
LAWN AND LANDSCAPE MAINTENANCE SERVICES
CONTRACTOR QUESTIONNAIRE FORM

Failure to answer all questions may result in the rejection of your proposal.

Firm Name: Brien's Services, Inc.

Address: 815 N. Union Street

City: Milford State: MI Zip: 48381

Telephone Number: (248) 685-7276 Fax Number: (248) 685-8821

Representative's Name (please print): Brien R. Worrell

Representative's Title: President

Email Address: brien@briensservices.com

Web Site:

1. Type of Organization: (Circle One)

a. Individual b. Partnership c. Corporation d. Joint Venture e. Other _____

2. Firm established: 1981

3. If applicable, former firm name(s): Brien's Lawn Service

4. Has any officer or partner of this organization owned or operated a company that declared bankruptcy during the last 10 years? No X Yes _____

When: _____

5. How many current full time employees? 75

Anticipated part-time/seasonal employees 50

6. Provide information relative to the experience your company has had working with municipalities. Please provide the names of municipalities where service was provided.

Our company currently provides maintenance for several local municipalities, and has for many years. We currently provide maintenance to Lyon Township, the Village of Milford, Milford Township along with the City of Novi.

7. Provide information relative to the experience and financial capability of your company to carry out the terms of this contract.

As the contractor who has performed lawn and landscape maintenance for the City of Novi for the past four years we have the experience, staff and equipment necessary to handle a job of this size. There would be no financial burden to our company to continue servicing the City of Novi; no new equipment would need to be purchased nor would any additional staff need to be added.

8. Identify those in your firm who would be responsible, including on-site supervision for this project, and submit copies of their certifications (I.e. ISA arborist certification, CLT Technician). Include educational background of principals and those who will be working on the project.
Brien R. Worrell, C.L.T –E, Graduate of Grand Valley State University with a bachelor's degree in Economics. Advanced Certificate in Turfgrass Management from Penn State, and will graduate in August 2010 from Penn State with a bachelor's degree in Sports Turf Management.

9. How many clients does your company currently serve with the type of services described? Provide a list.

See attached list.

10. Please provide a list of client references (minimum of 5) other than the City of Novi. Please include any municipalities (or other governmental agencies) that you worked for. Include name, address, phone number and contact person.

Village of Milford – 1100 Atlantic Street, Milford, MI 48381 Bob Calley (248) 685-1515

Milford Township – 1100 Atlantic Street, Milford, MI 48381 Don Green (248) 685-8731

Lyon Township – 58000 Grand River Avenue, New Hudson, MI 48165 Lannie Young (248) 437-2240

Huron Valley Schools – 2380 S. Milford Road, Highland, MI 48381 Suzanne Gilson (248) 685-8315

Walled Lake Schools – 850 Ladd Road Suite D, Walled Lake, MI 48390 Steve Emmert (248) 956-2074

11. Please include a detailed Equipment List that will be on site and available for use by the crew performing the requested services (including mowers, trucks, tractors, trailers, etc.) in Excel format.

See attached list

12. Please identify which professional organizations your company is a good standing member of: (please check all that apply)

International Society of Arboriculture

Michigan Turfgrass Foundation

Michigan Nursery and Landscape Association

X Michigan Green Industry Association

13. Based on your current resources, are you available to provide the requested services identified within the timeframe allocated? Please explain.

Yes we are able to provide the requested services within the timeframe allocated. We have been the maintenance contractor for the City of Novi for the past four years.

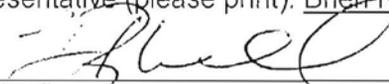
14. Do you plan to use subcontractors? No subcontractors are used on any of our jobsites.

15. Provide a description of your company's philosophy (including what standards you use) relative to lawn care and landscaping.

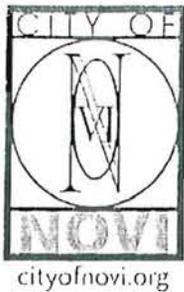
Our thoroughly-trained landscape technicians take pride in their work and strive for perfection. They will identify what it takes to give you a healthy, beautiful landscape. By using high-end equipment and the best landscape products available, Brien's Services ensures the beauty of all your green projects.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Authorized Company Representative (please print): Brien R. Worrell

Representative Signature: 

Date: March 16, 2010



CITY OF NOVI
LAWN AND LANDSCAPE MAINTENANCE SERVICES
PROPOSAL FORM

We the undersigned as proposer propose to furnish to the City of Novi, according to the conditions and instructions attached hereto and made a part thereof for the following price:

Section A – Mowing/Bedcare	Frequency	Approx. Acres	Per Cut/ Per Unit Price
Contact Person – Steve Printz			
1. Detention Ponds (16)	10-14 cuttings per year	12	386.00
2. Road Frontage Level 1	25-30 cuttings per year	24	810.00
3. Road Frontage Level 2	10-15 cuttings per year	5.5	186.00
4. Boulevard Islands Mowing/Bedcare (4)	25-30 cuttings per year	17	576.00
5. Booster Stations Mowing/Bedcare (3)	25-30 cuttings per year	.75	30.00
6. The Landings	15-20 cuttings per year	11	371.25
7. Cemeteries (2)	25-30 cuttings per year	3	100.00
8. I-96 & Beck Rd Interchange	10-15 cuttings per year	23	741.00
9. I-96 & Novi Rd Interchange	10-15 cuttings per year	25	80.00
10. City Owned Vacant Lots	10-15 cuttings per year	2	67.50
11. Spring Cleanup (ponds, roads, boulevards)	1 time per year	62.08	4,200.00
12. Spring Cleanup (Cemeteries)	1 time per year	3	200.00
13. Spring Cleanup (Booster Stations)	1 time per year	.75	120.00
14. Fall Cleanup (Cemeteries)	2 times per year if needed	3	300.00
15. Fall Cleanup (Booster Stations)	1 time per year	.75	135.00
16. Future potential mowing areas	As requested	Unknown	35.00 (Per acre)
Contact Person – Benny McCusker			
17. Civic Center Mowing/Bedcare	25-30 cuttings per year	4	126.00
18. Police Headquarters Mowing/Bedcare	25-30 cuttings per year	3.5	115.00
19. CEMS Satellite Building Mowing/Bedcare	10-15 cuttings per year	.1	20.00
20. Fire Stations # 1-4 Mowing/Bedcare	25-30 cuttings per year	3	187.00
21. Indoor Gun Range Mowing/Bedcare	25-30 cuttings per year	.85	38.50
22. Spring Cleanup (Civic Center)	1 time per year	4	225.00
23. Spring Cleanup (Police Headquarters)	1 time per year	3.5	225.00
24. Spring Cleanup (CEMS Satellite)	1 time per year	.5	65.00
25. Spring Cleanup (Fire Stations #1-4)	1 time per year	3	208.00
26. Spring Cleanup (Indoor Gun Range)	Upon request	.85	50.00
27. Fall Cleanup (Civic Center)	1 time per year	4	350.00
28. Fall Cleanup (Police Headquarters)	1 time per year	3.5	350.00
29. Fall Cleanup (Indoor Gun Range)	Upon request	.85	225.00

Section B – Fertilization / Weed Control Contact Person – Benny McCusker	Frequency	Per Unit Price
1. Lawn Fertilization/Weed Control/Grubs Pest Control (once) (Civic Center)	4-5 times per year	424.00
2. Lawn Fertilization/Weed Control/ Grubs Pest Control (once) (Police Headquarters)	4-5 times per year	371.00
3. Lawn Fertilization/Weed Control/ Grubs Pest Control (once) (Fire Stations #1-4)	4-5 times per year	275.00
4. Lawn Fertilization/Weed Control/Grubs Pest Control (upon request) (CEMS Satellite Building)	4-5 times per year	45.00
Contact Person – Steve Printz		
5. Lawn Fertilization/Weed Control (12 Mile Boulevards)	4-5 times per year	1,040.00
6. Lawn Fertilization/Weed Control (upon request) (Main Street)	4-5 times per year	99.64
7. Lawn Fertilization/Weed Control (upon request) (Cranbooke/Villagewood Blvds)	4-5 times per year	227.72
8. Lawn Fertilization/Weed Control (upon request) (Booster Stations)	4-5 times per year	225.00
9. Lawn Fertilization/Weed Control (upon request) (Field Services Complex)	4-5 times per year	212.00

Section C - Fuerst Park Contact Person – Steve Printz	Frequency	Approx. Acres	Per Unit Price
1. Mowing/Bedcare	25-30 cuttings per year	5	169.00
2. Lawn Fertilization (only the area adjacent to Old Township Hall building)	4-5 time per year	.5	45.00
3. Spring Cleanup	1 time per year	5	50.00
4. Fall Cleanup (upon request)	1 time per year	5	50.00
7. Hardwood Mulch Application (labor only)	As requested		28.00/hr
8. Hardwood Mulch (per yard delivered to site)	As requested		28.00/cu. yd.
9. Crushed granite pathway maintenance	As requested		25.00

Section D - Mulch (includes Roadsides, Boulevards, Civic Center, Police Dept, & Fire Stations #1-4)	Unit price
1. Mulch Application (labor only, cost per hour)	28.00/hr
2. Cost of mulch (per yard, including delivery to site)	28.00/hr

Section E – materials only (labor included in General Labor Services)	Frequency	% Markup (over cost)
1. Seed (per lb. delivered)	As requested	10%
2. Sod (per yard delivered)	As requested	10%
3. Top Soil (per cu. yd. delivered)	As requested	10%
4. Flowers – annuals (per flat delivered)	As requested	10%
5. Mulch (per yard delivered)	As requested	28.00/cu. yd

Section F – Hourly Labor	Frequency	Hourly rate
General Labor Services	As requested	28.00/hr

Alternate #7 – Novi Public Library Contact person – Joel	Frequency	Approx. Acres	Per Cut/ Per Unit Price
1. Mowing/ Bedcare	25-30 cuttings per year	3 acres	101.25
2. Lawn Fertilization/ Weed Control/ Grubs Pest Control	4-5 times per year	3 acres	225.00
3. Spring Cleanup (upon request)	1 time per year		125.00
4. Fall Cleanup (upon request)	1 time per year		225.00
5. Mulch Application (labor)	As requested		28.00/hr
6. Cost of Mulch (per yard, delivered to site)	As requested		28.00/cu. yd.

Alternate #1 – Novi Ice Arena Contact person – Benny McCusker	Frequency	Approx. Acres	Per Cut/ Per Unit Price
1. Ice Arena Mowing/ Bedcare	25-30 cuttings per year	3	101.25
3. Lawn Fertilization/ Weed Control	4-5 times per year	3	389.00
4. Spring Cleanup (upon request)	1 time per year	3	255.00
5. Fall Cleanup (upon request)	1 time per year	3	345.00
6. Mulch Application (labor)	As requested		28.00/hr
7. Cost of Mulch (per yard, delivered to site)	As requested		28.00/cu. yd.

Alternate #2 - Ordinance Mowing Contact person – Jeannie Niland	Frequency	Approx. Acres	Per Cut/ Per Unit Price
1. Mowing	Minimum 2 cuttings per year	Less than 1 acre	50.00
2. Mowing	Minimum 2 cuttings per year	1 – 2 acres	80.00
3. Weed Whip lots not accessible with mower	Minimum 2 cuttings per year	Less than 1 acre	65.00

* Alternate #3 – M-5 Median/ Roadside /Interchange Mowing & Trimming (Per MDOT Specifications) Contact person – Steve Printz	Frequency	Approx. Acres	Per Cut/ Per Unit Price
1. Mowing	10-12 cuttings per year	21 acres	630.00

*Alternate #3 will be 12 cuts per season with the cost not exceeding \$35.00/acre. The cost per acre will include mowing, trimming, litter pick and any required traffic control/lane closure cost during mowing operations.

Alternate # 4 – Entryway Sign Bedcare (9 Locations) Contact person – Steve Printz	Frequency	Approx. Total Sq. Footage	Per Unit Price
1. Bedcare	10 times each per year	4,500	15.00
2. Weed Control/ Pest Control (once)	4-5 times each per year	4,500	15.00
3. Spring Cleanup (upon request)	1 time each per year	4,500	10.00
4. Fall Cleanup (upon request)	1 time each per year	4,500	10.00
5. Mulch Application (labor)	As requested	4,500	28.00
6. Cost of Mulch (per yard, delivered to site)	As requested	4,500	28.00

Alternate # 5 – Misc. Parks Contact person – Steve Printz	Frequency	Approx. Acres	Per Cut/ Per Unit Price
1. Mowing (Lakeshore Park)	25-30 cuttings per year	10	300.00
2. Mowing (Brookfarm Park)	25-30 cuttings per year	4	120.00
3. Mowing (Rotary Park)	25-30 cuttings per year	2.5	75.00
4. Mowing (Villagewood Park)	10 cuttings per year	1	30.00
5. Lawn Fertilization/ Weed Control – Playing Surfaces (Power Park)	5-6 times per year	5	425.00
6. Lawn Fertilizer/Weed Control – Playing Surfaces (ITC Sports Park)	5-6 times per year	23	1,955.00
7. Lawn Fertilizer/Weed Control – Playing Surfaces (Lakeshore Park)	5-6 times per year	1.5	127.50
8. Irrigation Startup (Power Park)	As requested		6.50 per zone
9. Irrigation Startup (ITC Sports Park)	As requested		6.50 per zone
10. Irrigation Startup (Lakeshore Park)	As requested		6.50 per zone

Alternate # 6 - Irrigation	Frequency	Approx. Acres	Per Unit Price/ Hourly Rate
1. Irrigation Repair (hourly rates)	As requested	Var. Locations	35.00/hr
2. Irrigation Parts (markup over cost)			10%

Firm Price Guarantee

Prices stated herein will remain valid for term of contract and all renewals.

Comments / Exceptions contractor is in receipt of Addendum #1 dated 03/09/10

Company Name Brien's Services, Inc.

Address 815 N. Union Street

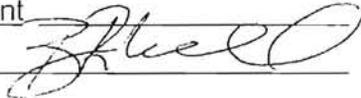
City, State, Zip Milford, MI 48381

Phone (248) 685-7276 Fax (248) 685-8821

Agent's Name (printed) Brien R. Worrell

Agent's Title President

Agent's Signature



Date March 16, 2010



CITY OF NOVI
INSURANCE REQUIREMENTS

ATTACHMENT A

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. **All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City.**

The language in the Cancellation section shall read as follows:
"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.

3. **It is required that all policies shall name the City of Novi, its officers, agents and employees as additional insured.** Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 West Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of

recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS
Indemnity/Hold Harmless

1. The Contractor agrees to save harmless and defend the City against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City may suffer as a result of claims, demands, costs, or judgments against it arising from, out of or in consequence of the performance of this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, its officers, agents or employees.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of race, color, sex, age, or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.



CITY OF NOVI
LAWN & LANDSCAPE MAINTENANCE SERVICES
ADDENDUM #1

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the Lawn & Landscape Maintenance Services bid. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

RESPONSE: The Contractor shall verify receipt of this Addendum in the Bid Proposal Form.

CONTENTS: Included in this Addendum is one (1) page of written addenda description plus eight (8) pages of pre-bid meeting sign-in sheets.

CLARIFICATION:

1. The Novi Public Library is being taken out of the base bid and changed to an Alternate. We will not be issuing a revised proposal form. Please cross out the words "Section G" and change it to "Alternate #7".
2. This bid does not require a Performance bond.

QUESTIONS:

1. How do we know how much mulch you will be ordering?
Answer: Last year we ordered about 500 cubic yards for 7 locations.
2. Will subcontractors be allowed?
Answer: No
3. What do the square foot & acreage measurements represent?
Answer: Turf area including beds

Sue Morianti
Purchasing Manager

Notice dated: March 9, 2010

PENNSTATE



THE PENNSYLVANIA STATE UNIVERSITY

COLLEGE OF AGRICULTURAL SCIENCES

TURFGRASS SCIENCE PROGRAM
ADVANCED CERTIFICATE IN
TURFGRASS MANAGEMENT
IS AWARDED TO

BRIEN R. WORRELL

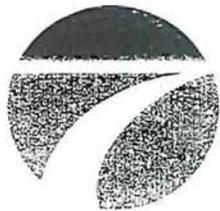
WHO HAS SUCCESSFULLY COMPLETED THE SEQUENCE OF 29 UNDERGRADUATE
CREDITS FROM PENN STATE AND THEREBY
MEETS ALL REQUIREMENTS FOR THIS CERTIFICATE ON DECEMBER 12, 2008.

A handwritten signature in black ink, appearing to read 'Robert D. Stealy', written over a horizontal line.

DEAN

A handwritten signature in black ink, appearing to read 'Craig J. Stepien', written over a horizontal line.

PROFESSOR-IN-CHARGE
TURFGRASS SCIENCE PROGRAM



PLANET Certified

Certified Landscape Technician-Exterior

Brien Worrell

*Has met all of the requirements necessary to achieve the status of
Certified Landscape Technician - Exterior (CLT-E)
as determined by the Professional Landcare Network.*

DESIGNATION EARNED IN TURF MAINTENANCE

9/22/2007
Date Earned



Joel C. Haher CLP, CLT
Chair, International Certification Council

**In Partnership with
Michigan Green Industry Association**

EXCELLENCE IN TURF CARE

Brick Pavers
Cleanups
Core Aeration
Fertilizing & Weed Control
Flower Installation
(Annual/Perennial)
Gutter Cleaning
Holiday Decorating
(Indoor/Outdoor)
Landscaping



Lawn Maintenance
Low Voltage Lighting
Ornamental Bed Maintenance
Salting & Sanding Service
Shrub Trimming
Snow Plowing
Sod Installation
Sprinkler Systems
Stump Grinding
Tree Cutting/Pruning

March 16, 2010

City of Novi
45175 West 10 Mile Road
Novi, MI 48375

Thank you for the opportunity to again bid on the landscape maintenance for the City of Novi. We have enjoyed working with you over the past 4 ½ seasons.

As you know, we are a full-service organization that has been in business for nearly 30 years. We do everything in house with no subcontractors. We have the equipment and the man power to handle a city the size of Novi and are proud of the fact that most of our employees are hired from local areas which helps to boost Michigan's economy in these poor economic times.

Novi is our #1 customer and most important account and will remain that way. We realize that the people of Novi are proud of their city, and we, therefore, strive to do our best. We appreciate all the work you have provided for us in the past and look forward to continuing our relationship with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Brien R. Worrell", written in a cursive style.

Brien R. Worrell, CLT, CSP
President