



CITY of NOVI CITY COUNCIL

Agenda Item 5
March 12, 2018

SUBJECT: Approval to award a unit price contract for mowing services to B&B Landscaping, Inc., the low bidder, for a one-year term with three (3) one-year renewal options at an estimated annual cost of \$113,399.

SUBMITTING DEPARTMENT: Department of Public Services, Field Operations Division

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$ 113,399.00 (Estimated Annually)
AMOUNT BUDGETED	\$ 40,000 (Major Roads: 202-202.00-866.035) \$ 12,000 (Local Roads: 203-203.00-866.035) \$ 75,000 (Municipal Streets: 204-204.00-866.035) \$ 5,000 (Entryway Signs: 101-442.20-740.085) \$ 500 (Grounds Maintenance- City Owned Lots: 101-442.20-941.000) \$ 44,000 (Bike Trails and Sidewalks: 101-442.20-941.100) \$ 3,000 (Cemetery Maintenance: 101-442.20-941.200) \$ 5,000 (Detention Basin Maintenance-Lawn/Landscape/Irrigation:210-211.00-875.035) \$ 16,500 (Grounds maintenance booster station: 592-592.00-941.592) \$ 201,000 TOTAL
LINE ITEM NUMBER	202-202.00-866.035 Routine Maintenance – Lawn/Landscape/Irrigation 203-203.00-866.035 Routine Maintenance – Lawn/Landscape/Irrigation 204-204.00-866.035 Routine Maintenance – Lawn/Landscape/Irrigation 101-442.20-740.085 Entryway Signs 101-442.20-941.000 Grounds Maintenance – City Owned Lots 101-442.20-941.100 Bike Trails and Sidewalks 101-442.20-941.200 Cemetery Maintenance 210-211.00-875.035 Detention Basin Maintenance – Lawn/Landscape/Irrigation 592-592.00-941.592 Grounds maintenance booster station

BACKGROUND INFORMATION:

Each year, the City contracts with a mowing services contractor to mow grass and maintain landscaping along roadsides and City properties. Mowing and maintenance improves sight distances, prevents drainage facility obstruction, and presents an aesthetically pleasing appearance within the rights-of-way. The 2018 mowing services contract term is for one year with services anticipated to begin in April. Upon mutual consent of the City and the selected contractor, there are three one-year renewal options available.

Staff opened three bids on January 31, 2018 following a public bid solicitation period. The low bidder is B&B Landscaping, Inc. B&B Landscaping provided unit prices on facilities/road frontage, cemeteries/booster stations, pathways, City-owned vacant lots, and gateway signs (sections A-E), along with general labor and material costs (sections F and G). Based on estimated quantities B&B Landscaping's extended base bid price for Sections A-E is \$113,399 annually. Since B&B Landscaping will work from a business location in Novi, service request response will be enhanced and overhead costs low. The

owner, Robert Anton, has indicated B&B's unit prices are more competitive because B&B is local and has an extensive familiarity with the area.

Based on a check of references, B&B Landscaping, Inc. has satisfactorily completed several government projects in the past, including lawn care for the Cities of Canton and Dearborn. Work will commence in April 2018 and will continue through October.

Staff recommends B&B Landscaping in the best interest of the City for being responsive (i.e., B&B Landscaping has complied with all requirements of the bidding instructions), and submitting the lowest price based on extended unit pricing. Attached is a summary of the three lowest qualified bids for review and reference.

RECOMMENDED ACTION: Approval to award a unit price contract for Mowing Services to B&B Landscaping, Inc., the low bidder, for a one-year term with three one-year renewal options at an estimated annual cost of \$113,399.

CITY OF NOVI
RFP LAWN AND LANDSCAPE MAINTENANCE SERVICES
FEE PROPOSALS - UNIT PRICES EXTENDED FOR ANNUAL COST

Section A - Facilities / Road Frontage	Frequency	Approx. Acres	Est. Qty	B & B Landscaping		Xpert Lawn & Snow	
				Per Cut/ Per Unit Price	Extended Cost (annual)	Per Cut/ Per Unit Price	Extended Cost (annual)
Detention Basins (18 locations)	12-17 Cuttings Per Year	11.14	17	385	6,545	1,200	20,400
Road Frontage	25-30 Cuttings Per Year	41.21	30	1,105.50	33,165	3,900	117,000
I-96 & Beck Interchange	10-15 Cuttings Per Year	20.69	15	715	10,725	1,900	28,500
I-96 & Novi Interchange	10-15 Cuttings Per Year	38.83	15	1,035	15,525	3,900	58,500
Boulevard Islands mowing/bedcare (4 locations)	25-35 Cuttings Per Year	18.4	35	580	20,300	1,800	63,000
Boulevard Islands bedcare maintenance/weeding only (2 locations)	7-10 times per year	0.5	10	100	1,000	100	1,000
Future potential mowing areas	As requested	Per acre	1	35	35	100	100
Spring Cleanup - detention basins, road frontages, interchanges, boulevards	1 time per year	115.25	1	6,000	6,000	11,525	11,525
TOTAL SECTION A					93,295		300,025
Section B - Cemeteries/Booster Stations	Frequency	Approx. Acres	Est. Qty	Per Cut/ Per Unit Price	Extended Cost (annual)	Per Cut/ Per Unit Price	Extended Cost (annual)
Novi Road Cemetery	25-35 Cuttings Per Year	2.63	35	82.50	2,888	400	14,000
Knapp Cemetery	25-35 Cuttings Per Year	0.4	35	33	1,155	120	4,200
Booster stations mowing/bedcare (5 locations)	25-35 Cuttings Per Year	3.44	35	65	2,275	344	12,040
Spring Cleanup - Knapp Cemetery	1 time per year	0.4	1	55	55	100	100
Spring Cleanup - Novi Road Cemetery	1 time per year)	2.63	1	165	165	500	500
Spring Cleanup - Booster Stations (5 locations)	1 time per year	3.44	1	82.50	83	600	600
Fall Cleanup - Knapp Cemetery	1 time per year	0.4	1	82.50	83	300	300
Fall Cleanup - Novi Road Cemetery	1-2 times per year	2.63	2	165.50	331	1,663	3,326
Fall Cleanup - Booster Stations (5)	1 time per year	3.44	1	110	110	944	944
TOTAL SECTION B					7,144		36,010
Section C - Pathway Mowing (7 locations)	Frequency	Approx. Acres	Est. Qty	Per Cut/ Per Unit Price	Extended Cost (annual)	Per Cut/ Per Unit Price	Extended Cost (annual)
ITC Trail from ITC Sports Park to Garfield Road	12-17 times per year	1	17	38.50	655	300	5,100
8 Mile Pathway	12-17 times per year	0.16	17	38.50	655	20	340
ITC Trail from 11 Mile Road to East of Wellbridge	12-17 times per year	0.44	17	38.50	655	150	2,550
New Ct / Hickory Woods Sidewalk	12-17 times per year	0.17	17	38.50	655	20	340

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				B & B Landscaping		Xpert Lawn & Snow	
West Park Dr. Access	12-17 times per year	0.15	17	38.50	655	20	340
Meadowbrook Rd. S.	12-17 times per year	0.13	17	38.50	655	20	340
M-5 Pathway	12-17 times per year	1.07	17	39	663	300	5,100
TOTAL SECTION C				4,590		14,110	
Section D - City-owned Vacant Lots (14 locations)	Frequency	Approx. Acres	Est. Qty	Per Cut/ Per Unit Price	Extended Cost (annual)	Per Cut/ Per Unit Price	Extended Cost (annual)
South of 2230 Old Novi Rd.	8-12 times per year	0.08	12	10	120	20	240
42750 Grand River Ave	8-12 times per year	1.4	12	15	180	100	1,200
East Lake Dr. lots near Endwell	8-12 times per year	0.7	12	10	120	80	960
West of 43243 Thirteen Mile Road	8-12 times per year	0.02	12	10	120	20	240
Between 1283 & 1289 East Lake Dr.	8-12 times per year	0.24	12	10	120	24	288
New Ct. & East Lake Dr.	8-12 times per year	0.52	12	10	120	35	420
East Lake Dr. across from Herman St.	8-12 times per year	0.06	12	10	120	15	180
East Lake Dr. across from Lashbrook St.	8-12 times per year	0.03	12	10	120	15	180
Across from 48545 Grand River Ave.	8-12 times per year	0.04	12	10	120	15	180
Meadowbrook Road, south of Chattman	8-12 times per year	0.66	12	10	120	50	600
Between 129 & 137 Wainwright St.	8-12 times per year	0.13	12	10	120	20	240
West Lake Dr. north of Faywood St.	8-12 times per year	0.09	12	10	120	20	240
Village Wood Easement	8-12 times per year	0.07	12	10	120	20	240
West Lake Dr. south of Penhill St.	8-12 times per year	0.27	12	10	120	27	324
TOTAL SECTION D				1,740		5,532	
Section E - Gateway Signs (15 locations)	Frequency	Approx. Sq. Ft.	Est. Qty	Total Price (all locations)	Extended Cost (annual)	Total Price (all locations)	Extended Cost (annual)
Bedcare/weeding	10-15 times per year	4,100	15	390	5,850		3,900
Spring Cleanup	1 time per year	4,100	1	390	390	1,400	1,400
Fall Cleanup	1 time per year	4,100	1	390	390	3,900	3,900
TOTAL SECTION E				6,630		9,200	
Section F - Materials Only (labor included in General Labor Services)	Frequency			% Markup (over cost) based on list price		% Markup (over cost) based on list price	
Seed (Per lb.delivered)	As Requested			10%		10%	
Sod (Per Yard delivered)	As Requested			10%		10%	
Top Soil (Per Cu. Yd. delivered)	As Requested			10%		10%	

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				B & B Landscaping		Xpert Lawn & Snow	
Flowers - annuals (per flat)	As Requested			10%		10%	
Premium Dk Brown Dyed Enviro-Mulch (Per Yd. Delivered)	As Requested			10%		10%	
Section G - Hourly Labor	Frequency			Hourly Rate		Hourly Rate	
General Labor Services	As requested			35		23	



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

MOWING SERVICES

The City of Novi will receive sealed proposals for **Mowing Services** according to the specifications of the City of Novi.

A mandatory pre-proposal meeting will be held **January 31, 2018 promptly at 10:00 A.M.** at the Novi Civic Center, 45175 Ten Mile Rd., Novi, MI 48375.

Sealed proposals, with *Fee Proposal in a separate sealed envelope*, will be received until **11:00 A.M.** prevailing Eastern Time, **February 21, 2018**. Fee proposals will not be opened at this time. Proposals shall be addressed as follows and delivered to:

**CITY OF NOVI
CITY CLERK'S OFFICE**
45175 Ten Mile Rd.
Novi, MI 48375-3024

OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE CLEARLY MARKED "Mowing Services RFP" AND MUST BEAR THE NAME OF THE PROPOSER.

The City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest proposer, 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

Notice dated: January 22, 2018

NOTICE TO PROPOSERS:

The City of Novi officially distributes RFP documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of RFP documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain RFP documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.



CITY OF NOVI
MOWING SERVICES

INSTRUCTIONS TO PROPOSERS

This RFP is issued by the Purchasing Office of the City of Novi.

IMPORTANT DATES

RFP Issue Date	January 22, 2018
Mandatory Pre-proposal Meeting	January 31, 2018 at 10:00 A.M. Novi Civic Center 45175 Ten Mile Road Novi, MI 48375
Last Date for Questions	February 13, 2018 by 12:00 P.M. Submit questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	February 21, 2018 by 11:00 A.M.
Anticipated Award Date	March 12, 2018

MANDATORY PRE-PROPOSAL MEETING

The mandatory pre-proposal meeting begins promptly at the time listed above and will be closed thereafter to latecomers. It is the vendor's responsibility to take traffic, weather, etc. into consideration in order to arrive at the pre-bid meeting on time.

QUESTIONS

Please email all questions to the staff member listed above. Please write the name of the RFP in the subject line, otherwise your email may be deleted as spam.

PROPOSAL SUBMITTALS

Provide **four (4)** copies of your proposal, **one (1)** unbound copy, signed and clearly marked as ORIGINAL, and **three (3)** copies of the original proposal, clearly marked as COPY. Original proposal may be clipped but should not be stapled or bound. Copies may be stapled and bound. The original and copies should be identical, excluding the obvious difference in labeling. *The Fee Proposal Form must be sealed in a separate envelope which may be included in the same mailing envelope as your technical proposal. Only one copy of the Fee Proposal Form is required.* No other distribution of the proposal will be made by the Contractor. Proposal must be signed by an official authorized to bind the Contractor to its provisions.

FAILURE TO SUBMIT PRICING ON THE FEE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

CHANGES TO THE RFP/ADDENDUM

Should any prospective Proposer be in doubt as to the true meaning of any portion of the Request for Proposal, or should the Proposer find any patent ambiguity, inconsistency, or omission therein, the Proposer shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the specified person by the date listed above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the RFP and shall be taken into account by each proposer in preparing their proposal. Only written addenda are binding. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on proposal form.

SUBMISSION OF PROPOSALS

Proposal submittal will include the Contractor Questionnaire, equipment list, work plan and any other information as requested in these specifications. Contractor may also submit any information about their firm that might be used by the City in the proposal evaluation. The proposal is to be submitted in a sealed mailing envelope. Outside of mailing envelope must be labeled with name of contractor and name of RFP. Failure to do so may result in a premature opening or failure to open such proposal.

The completed Fee Proposal Form must be sealed in a separate envelope and may be included in the mailing envelope with the above proposal submittals.

To be considered, sealed proposals must arrive at City Clerk's Office, on or before the specified time and date. There will be no exceptions to this requirement. Proposal is considered received when in the possession of the City Clerk. Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposal. Proposals received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected proposals. The City reserves the right to postpone an RFP opening for its own convenience.

Proposals must be clearly prepared and legible and must be signed by an Authorized Representative of the submitting Company on the enclosed form. Proposals must show unit and total prices if requested on the Fee Proposal Form. **ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

A proposal may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may

not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Proposers are expected to examine all specifications and instructions. Failure to do so will be at the proposer's risk.

Failure to include in the proposal all information requested may be cause for rejection of the proposal.

Any samples, CDs, DVDs or any other items submitted with your proposal will not be returned to the contractor.

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

USE OF THE CITY LOGO IN YOUR PROPOSAL IS PROHIBITED.

CONSIDERATION OF PROPOSALS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the proposer states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The City hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

RESPONSIVE PROPOSALS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. Unit prices shall be submitted if space is provided on proposal form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete proposal if material information requested is not furnished, or where indirect or incomplete answers or information is not provided.

EXCEPTIONS

The City will not accept changes or exceptions to the RFP documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the proposal form. If Contractor neglects to make the notation on the proposal form but writes it somewhere else within the RFP documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms,

conditions and specifications of the RFP documents will be applicable during the term of the contract.

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered. The City reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest proposer, 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 interests of the City of Novi.

After contract award, notification will be posted on the MITN website at www.mitn.info.

SELECTION PROCESS

This document is a Request for Proposals. It differs from an Invitation to Bid in that the City is seeking a solution as described herein, and not a bid meeting firm specifications for the lowest price. As such the lowest price will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based on criteria formulated around the most important features of the service, of which qualifications, experience, capacity and methodology, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a contractor's approach meets the desired requirements of the city. Those criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received. A contract will be awarded to a qualified contractor submitting the best proposal.

PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated and ranked using the following criteria:

1. Firm's current ability/capacity to perform required services
2. Work plan submitted
3. Evaluation of assigned personnel; qualifications, certifications
4. Prior related experience: Municipal, similar in scope/size
5. References

After the evaluations are complete, the fee proposals for the highest ranked firms will be opened and considered.

GENERAL CONDITIONS

INSURANCE

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful proposer prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

TAX EXEMPT STATUS

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 bid 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" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

FREIGHT CHARGES/SHIPPING/HANDLING

All bid/proposal pricing is to be F.O.B. destination.

DOWN-PAYMENTS OR PRE-PAYMENTS

Any bid proposal submitted which requires a down-payment or prepayment prior to delivery and full acceptance of the item(s) as being in conformance with specifications will not be considered for award.

CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful proposer will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option.

NON-DISCRIMINATION

In the hiring of employees for the performance of work under this 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 RFP 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 contractor's ability to meet the requirements of the bid. 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 bid.

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

MATERIAL SAFETY DATA SHEETS (MSDS)

All City of Novi purchases require a Material Safety Data Sheet, ("MSDS"), where applicable, in compliance with Miosha "Right To Know" law. The MSDS must include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:
 - a) The potential for fire, explosion, corrosivity, and reactivity;
 - b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - c) The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the proposer 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 proposer or with any other Competitor; and
- (b) No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

- (c) He is the person in the proposer's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) He is not the person in the proposer's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



CITY OF NOVI

MOWING SERVICES

GENERAL SPECIFICATIONS

SCOPE OF WORK

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.

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

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.

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

The City reserves the right to add or eliminate areas to be mowed or services to be performed or to increase or decrease the number of mowings/cuttings to be done for any area. The Contractor will not be compensated for any anticipatory profits for mowing or other services that are reduced or eliminated. When a service is added to the contract, the Contractor will submit a quote. This price must be honored for the duration of the contract and all renewals. Quotes for added mowing areas will be based on the quantity of acres times the unit price per acre as submitted on Fee Proposal Form.

PROGRAM OVERVIEW

The program addresses specific types of property each with its specific mowing standard.

Section A: Detention Basins, General Road Frontages, Interchanges, Boulevard Islands

1. Storm Water Control Facilities (18 Detention Basins)

- A. Mowing height 3"-6"
- B. Mowing schedule 12-17 cuttings/season, depending on growth

- C. Removal of all debris within the mowing area including but not limited to brush, small tree limbs, litter, etc.

2. General Road Frontages, Interchanges (2), Boulevards Islands (4)

- A. Mowing height 3"-4"
- B. Mowing schedule Depending mowing location (see fee proposal form):
Weekly (25-30 cuttings/season), or
Bi-weekly (8-15 cuttings/season)
Schedule is dependent on growth
- C. Removal of all debris within the mowing area including but not limited to brush, small tree limbs, litter, etc.
- D. Bed care/maintenance only is required at two additional boulevard island locations.

Section B: Cemeteries/Booster Stations

- A. Mowing height 3"
- B. Mowing schedule Weekly (25-35 cuttings/ season) (depending upon growth)
- C. Removal of all debris within the mowing area including but not limited to brush, small tree limbs, litter, etc.
- D. Bed care maintenance required.

Section C: Pathways

- A. Mowing height 3"-6"
- B. Mowing schedule Bi-Weekly (8-15 cuttings/season), depending on growth
- C. Removal of all debris within the mowing area including but not limited to brush, small tree limbs, litter, etc.

Section D: City-Owned Vacant Lot Mowing

- A. Mowing height 3"-6"
- B. Mowing schedule Approximately every 3 weeks (8-12 cuttings/season), depending on growth

- C. Removal of any and all debris within the mowing area including, but not limited to, brush, litter, and small tree limbs, etc. that are encroaching the mowing area.

Section E: Gateway Sign Bed Care/Maintenance (14 locations)

- A. Maintenance schedule 10-15 times/season
- B. Removal of all debris within the mulched area including, but not limited to: weeds, brush, small tree limbs, litter, etc.
- C. Mulch as needed in the spring. A separate quote will be requested for mulching.

GENERAL CONDITIONS

1. Contractor Responsibilities

- 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 locations/properties within seven (7) calendar days, excluding those days of rain, inclement weather or poor ground conditions.
- E. The Contractor shall contact City staff daily by phone or e-mail to report work that is scheduled to be done that day. This is to be reported before the work is done.
- F. The contractor shall send an e-mail no later than 9:00 a.m., with a list of all work done the previous day. City staff will inspect all locations that were completed as indicated in email to confirm the work has been done. Contractor will be penalized \$150.00 per location if they indicate that the work has been done but the staff member finds that the work has not been completed.
- G. 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.
- H. The contractor 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 fund.
- I. The Contractor shall 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, 2018. The contract may be extended for up to three years in increments of one (1) year upon mutual consent of the Director of Public Services and the Contractor.

3. Contractor Qualification

All bidders must, at the time of proposal submittal, show that they are currently 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 provide a complete and up-to-date list of the commercially recognized equipment to be used (year, make, model, serial number, and mowing widths for all equipment). A site visit to inspect equipment may be made by the City prior to awarding of bid. Failure to pass City inspection of equipment may be cause for disqualification from further consideration of bid.

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 uniform appearance at all times. Employees shall wear safety shoes and uniforms at all times. Uniform must clearly show the name of the contractor. 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 (i.e. safety glasses, safety vests, hard hat, and face shield). 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 various sections of the City in sufficient 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 Director of Public Services or their designee, whose decision shall be binding upon both parties, shall investigate and resolve such questions.

8. **Compensation**

Payment will be made at the unit price bid after completion of entire job. The Contractor further agrees to do additional related work as may be requested by the City of Novi, prices for which may not be included in the Fee Proposal Form. Contractor must submit a written quote for any additional work to the Director of Public Services, or his designee and the Purchasing Manager before the work is done. The price quoted for the work will become part of the contract for the duration of the contract and any renewals.

9. **Invoicing**

Contractor will email invoices to designated City representatives only after the work has been completed. Invoices will be reviewed for accuracy before being submitted to Finance for payment.

10. **Subcontractors**

The use of sub-contractors is prohibited.

11. **Award**

The City reserves the right to subdivide the award if it is in the best interest of the City.

12. **Contract Termination**

The City shall have the right to terminate the entire contract thereof with thirty (30) days written notice. The City may terminate individual sites at any time:

For Cause:

- A. The contractor is not adequately complying with the specifications;
- B. Proper lawn/landscape techniques are not being followed after a documented verbal or written 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 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 shall not be reimbursed for any anticipatory profits that have not been earned up to the date of documented and written notice of termination.

13. **Pricing**

- A. This contract does not require prevailing wage.
- B. **No fuel surcharges will be allowed.**

14. **Additional Requirements**

- A. All turf areas shall be cleaned before each mowing including but not limited to removing all paper, trash, twigs, leaves, limbs 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 or unwanted growth which will be determined by the Director of Public Services, or their designee . It shall 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.

- B. All crews of people shall be supervised at all times.
- C. All vehicles doing work on City property shall be properly identified.
- D. Contractor must provide proof that they have the insurance coverage as required in Attachment A. A current certificate of insurance must be on file with the City for the duration of the contract and all renewals.
- E. Weekly meetings may be required by the Director of Public Services, or their designee

15. **Maps**

Maps of mowing and maintenance areas are provided as separate documents.

MOWING SPECIFICATIONS

DETENTION BASINS

This type of mowing shall be performed approximately every 14 days, or as determined by Director of Public Services or their designee, beginning approximately mid to late April and continuous to approximately mid to late October. The City shall 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.

Details:

1. All areas to be cut shall be first cleaned (spring clean-up) prior to cutting - see detail in Spring Cleanup section.
2. Rotary mowers shall be used for all cuttings with an average height of cut to be no less than three inches and no greater than six inches.
3. The size and style of the mower shall vary with the area to be cut; the Director of Public Services 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.
5. All areas to be cut shall 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 Director of Public Services, or their designee will determine what the level of acceptance is.
6. No weed whips shall be used around non mulched tree bases. This does not negate trimming responsibilities.
7. All areas not able to be mowed by rotary mowers shall 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 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. Removal of all organic material on ground, growing into the area, and/or creating an obstruction.

ROAD FRONTAGES, INTERCHANGES, BOULEVARD ISLANDS, PATHWAYS

This type of mowing shall be performed every 7-14 days depending on the location (as shown on the Fee Proposal form), or as determined by Director of Public Services or their designee, beginning approximately mid to late April and continuous to approximately mid to late October. The City shall 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.

Locations that require bed care/maintenance as part of the unit pricing are clearly shown on the Fee Proposal form.

The City may require special mowing for special events, such as holidays, parades, Civic functions or urgent requests. These may be required to be completed during after-hours / weekends as specified by the Director of Public Services or their designee.

Details:

1. All areas to be cut shall be first cleaned (spring clean-up) prior to cutting - see detail in Spring Cleanup section.
2. Rotary mowers shall be used for all cuttings 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 shall vary with the area to be cut; the Director of Public Services 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.
5. All areas to be cut shall 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 Director of Public Services, or their designee will determine what the level of acceptance is.
6. No weed whips shall be used around non mulched tree bases. This does not negate trimming responsibilities.
7. All areas not able to be mowed by rotary mowers shall 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 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 bed care maintenance. Locations where bed care is required are clearly identified on Fee Proposal Form.
11. Removal of all organic material on ground, growing into the area, and/or creating an obstruction.

CITY-OWNED VACANT LOTS

This type of mowing shall be performed approximately every 3 weeks (or as determined by the Director of Public Services or their designee beginning approximately mid to late April and continue through approximately mid to late October. The City will pay for all these types of lawn cutting on a per cut basis and reserves the right to adjust the frequency.

Details:

1. Rotary mowers shall be used for all cutting with an average height of cut to be no less than three inches and no greater than four inches.
2. The size and style of the mower shall vary with the area to be cut; the Director of Public Services or their designee will have the authority to determine what type is used in each area.
3. All rotary mower blades shall be sharp and set to the same height.
4. No weed whips shall be used near non-mulched tree bases. This does not negate trimming responsibility.
5. All areas to be cut shall be done so that the finished area will have a groomed professional look. Double cutting may be necessary and any grass clippings and clumps shall be removed or dispersed at the contractor's expense.
6. All areas not able to be mowed by rotary mowers shall be trimmed with nylon string trimmers (weed whips). The heights of these cuts will be consistent with rotary height.
7. All areas that are mowed shall be cleaned immediately after mowing is complete. Grass Clippings shall be blown by machine (back pack blower) from sidewalks, streets, flowerbeds, tree circles, etc.
8. Contractor shall adjust mowing pattern each cutting to reduce ruts in the turf area.
9. Concrete to grass areas shall receive an edge with a vertical type edger with blade every other cut.

BED CARE/MAINTENANCE

Bed care maintenance shall be included in the "per cut unit price" for locations where bed care is currently required (6 boulevard islands, Bed Maintenance shall be performed the day before, or the day of mowing in order to be eligible for payment.

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 shall 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 shall be removed. All activities performed shall 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 shall remove all litter and unwanted growth.
- 4) Oaks are not to be trimmed from May through October.
- 5) Deciduous shrubs shall be hand pruned to promote flowering (where applicable) and growth vigor.
- 6) Evergreen shrubs shall 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 Director of Public Services or his designee.
- 9) Debris shall be taken to a specified location at the Field Services Complex for dumping. Contractor 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 shall be done in the fall or spring according to specific plants.
- 2) All plants of this type shall be handled by landscape professionals with a minimum of three years' experience.
- 3) All ornamental grasses shall 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) Gateway sign bed care maintenance will be done every 3 weeks. All others will be done weekly.
- 2) 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 Director of Public Services.
- 3) All beds shall be hand weeded weekly before relying on chemical weed control. Chemical control shall be used on weeds 3 inches and smaller in areas where damage will not be done to adjacent plants.
- 4) Maintenance of a defined bed edge. Lawn turf growing into the bed shall be weeded/ removed from the bed area. Edging structures (i.e. plastic, aluminum) shall be kept in good physical appearance and properly positioned/ installed.
- 5) Report dead/dying and/or diseased plant material and estimated cost for remedying.
- 6) Removal of all litter.
- 7) Where edging structures are not present the bed edges shall 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 shall be supervised by a landscape professional with a minimum of three years' experience.

SPRING & FALL CLEAN-UP SPECIFICATIONS

Work shall be performed as soon as weather allows in the early spring, (approximately April 1st), and must be done before the first mowing of the season (no later than May 10th)

Spring Cleanup Details:

1. Contractor may not invoice for both a spring cleanup charge and a mowing charge for this work.
2. All areas as specified shall have the turf 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.
3. All garbage and debris shall be picked up and removed from sites.
4. All areas disturbed by snow plowing shall be reasonably repaired. Damaged sod shall be replaced. Any repair that is not instantaneous shall be a separate job.
5. All sticks, leaves, garbage and debris, etc., shall be removed from all lawns, shrubs, mulched areas, and flowerbeds, and taken to the Field Services Complex to be disposed of at a specified location as directed by the Director of Field Services.
6. All mulch shall be turned over and groomed.
7. All beds shall be edged with a mechanical bed edger.
8. All grass to concrete areas shall receive a fresh edge with a mechanical vertical edger and all debris removed from sites. Example, but not limited to: driveways, sidewalks curbs, etc.
9. Specific clean-up items in shrub beds (for example, perennial plants and annual plants) shall be prepared for spring and any dead tops removed.
10. The City shall pay for services on a per job basis.
11. The Director of Public Services, or their designee, will inspect all sites for completeness prior to payment approval.

Fall Cleanup Details:

1. Contractor may not invoice for both a fall cleanup charge and a mowing charge for this work.
2. All leaves, sticks, garbage and debris shall be picked up and removed from lawns, shrubs, mulched areas and flowerbeds and taken to Field Services

Complex to be disposed of at a specified location as directed by the Director of Public Services.

3. The City shall pay for services on a per job basis.
4. The Director of Public Services, 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.

POTENTIAL ADDITIONAL SERVICES

The City may occasionally wish to plant flowers, apply mulch, plant sod, etc. The City will solicit a quote from the contractor but reserves the right to obtain competitive quotes and award the work to the low bidder.

Mulch (as requested):

1. Type
Premium Dark Brown Enviro-Mulch - Made from 100% Sustainable-Green fiber sources double ground Mulch that is dyed dark brown with an environmentally safe dye
2. Quantity
The amount (thickness) of mulch to be added shall be determined by the Director of Public Services, or their designee. All existing tree circles and planting bed areas that have a mulch base now shall be included. Previous year's mulch to be thinned and discarded or redressed as outlined in the standards. Note: It is critical that no new mulch be placed against the trunks of 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 mulch covering the trunks.
3. Edging
Prior to any mulch installation, planting beds shall receive a fresh cut edge. This shall be performed either by hand or mechanically. All edges shall be a minimum of three (3) inches in depth. No machine edging around tree circles but can be chemically edged if needed with approval from the Director of Public Services, or the Parks and Forestry Asset Manager or their designee. All excavated material shall 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 Director of Public Services or their designee.
5. The City reserves the right to supply the mulch for the contractor to apply at the set hourly labor rate.



cityofnovi.org

CITY OF NOVI

MOWING SERVICES

CONTRACTOR QUESTIONNAIRE FORM

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

Firm Name: B+B LANDSCAPING

Address: 5392 PLEASANT HILL DR

City: FENTON State: MI Zip: 48430

Telephone Number: 810-343-3884 Fax Number: 517-521-3127

Representative's Name (please print): ROBERT ANTON

Representative's Title: CEO

Email Address: BBLANDSCAPING1@YAHOO.COM

Web Site: N/A

1. Type of Organization: (Circle One)

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

2. Year firm established: 1975

3. If applicable, former firm name(s):

N/A

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 25

Anticipated part-time/seasonal employees 17

6. Are you able to provide insurance coverage as required by this RFP? YES

7. List the scope of services you are able to perform.

SEE ATTACHED SHEETS

8. Provide information relative to the experience your company has had working with municipalities. Please provide the names of municipalities where service was provided and the date(s) of the contract(s).

CITY OF NOWI	2014 - PRESENT
CITY OF WAYNE	2000 - 2008
CITY OF TROY	2007 - 2011
CITY OF DEARBORN	2002 - 2012
STATE OF MICHIGAN	2000 - PRESENT
LIVINGSTON COUNTY	2011 - 2016
DETROIT SCHOOLS	2009 - 2013

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

WE HAVE PROVIDED SERVICE FOR THIS CONTRACT FOR THE PAST 4 YEARS WITH THE CITY OF NOWI. WE UNDERSTAND THAT THIS CONTRACT IS A HIGH PROFILE CONTRACT. WE HAVE THE NECESSARY MAN POWER AND EQUIPMENT TO ENSURE THAT THE CONTRACT GETS DONE IN THE TIME LINE STATED IN THE CONTRACT ALONG WITH THE HIGH STANDARD OF PROFESSIONALISM AND QUALITY OF WORK THAT NOWI IS LOOKING FOR. WE HAVE BEEN IN BUSINESS FOR OVER 35 YEARS AND HAVE NOT DEFAULTED ON ANY CONTRACT AND HAVE THE FINANCIAL CAPABILITY TO COMPLETE THE CONTRACT.

10. Identify those in your firm who would be responsible for this contract, including on-site supervision, 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. Attach additional sheets, if necessary.

THE TWO ON SITE SUPERVISOR AND PERSONAL IN CHARGE ARE
ROBERT ANTON - 35 YEARS LANDSCAPING EXPERIENCE IN MOWING, LAWN CARE, LANDSCAPING, TREE + FLOWER PLANTING, MULCH, IRRIGATION INSTALLATION AND REPAIR, SOO + SEED, FERTILIZATION, LANDSCAPE DESIGN
ADAM ANTON - 14 YEARS LANDSCAPING EXPERIENCE IN MOWING, LAWN

CARE, LANDSCAPING, TREE + FLOWER PLANTING, MULCH, IRRIGATION
INSTALLATION AND REPAIR, SOIL AND SEED, LANDSCAPE DESIGN,
FERTILIZATION.

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

City of Novi
STATE OF MICHIGAN
US FOODS
DEMARIA

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

Company SEE ATTACHED SHEETS
Address _____
Phone _____ Contact name _____
Work done/dates _____

Company _____
Address _____
Phone _____ Contact name _____
Work done/dates _____

Company _____
Address _____
Phone _____ Contact name _____
Work done/dates _____

Company _____
Address _____
Phone _____ Contact name _____

Work done/dates _____

Company _____

Address _____

Phone _____ Contact name _____

Work done/dates _____

13. 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 SHEETS

14. 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 Michigan Green Industry Association

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

16. Please provide an example of a work plan showing how you would schedule the City's mowing areas in order to complete the work in the time frame allocated (assume that the weather is good). *Please submit on a separate sheet.*

17. Do you plan to use subcontractors for fertilization? If so, please provide name of companies.

NO SUBCONTRACTORS WILL BE USED FOR FERTILIZATION.
WE ARE LICENSED APPLICATOR WITH THE STATE OF MICHIGAN
SEE ATTACHED SHEET.

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

WE UNDERSTAND THAT THIS IS A HIGH PROFILE CONTRACT. WE SEE
OURSELF AS AN EXTENSION OF THE CITY OF NOVI AND ITS
RESIDENCES. WE WANT TO MAKE THE CITY THE ENVY OF ALL CITIES AND
SET THE STANDARDS FOR LAWN CARE AND LANDSCAPING. WE WILL PERFORM
THIS CONTRACT TO THE HIGHEST STANDARD AND PROFESSIONALISM.

19. Claims & Suits: Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details.

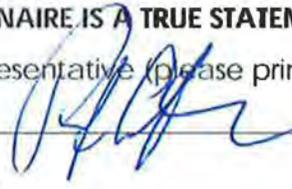
No Yes

20. Provide any additional information you would like to include which may not be included within this Questionnaire. You may attach additional sheets.

WE WILL PROVIDE A INSURANCE CERTIFICATE TO THE CITY BEFORE WORK BEGINS.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Authorized Company Representative (please print): ROBERT ANTON

Representative Signature: 

Date: 2/19/18



cityofnovi.org

Company B+B LANDSCAPING

**CITY OF NOVI
MOWING SERVICES
FEE PROPOSAL FORM**

We, the undersigned as bidder, 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 - Detention Basins/ Road Frontage	Frequency	Approx. Acres	Per Cut/ Per Unit Price
Detention Basins (18 locations)	12-17 Cuttings Per Year	11.14	385
Road Frontage	25-30 Cuttings Per Year	41.21	1105 ⁵⁰
I-96 & Beck Interchange	10-15 Cuttings Per Year	20.69	715
I-96 & Novi Interchange	10-15 Cuttings Per Year	38.83	1035
Boulevard Islands mowing, bed care/maintenance (4 locations)	25-35 Cuttings Per Year	18.40	580
Boulevard Islands bed care maintenance/weeding only (2 locations)	7 - 10 times per season	.5	100
Future potential mowing areas	As requested	Per acre	35
Spring Cleanup -detention basins, road frontages, interchanges, and boulevards	1 time per year	115.25	6000

Section B - Cemeteries/Booster Stations	Frequency	Approx. Acres	Per Cut/ Per Unit Price
Novi Road Cemetery Mowing/bed care maintenance	25-35 Cuttings Per Year	2.63	82 ⁵⁰
Knapp Cemetery	25-35 Cuttings Per Year	0.4	33
Booster Stations (5 locations) mowing, bed care maintenance	25-35 Cuttings per year	3.44	65
Spring Cleanup - Knapp Cemetery	1 time per year	0.4	55
Spring Cleanup - Novi Road Cemetery	1 time per year)	2.63	165
Spring Cleanup - Booster Stations (5 locations)	1 time per year	3.44	82 ⁵⁰
Fall Cleanup - Knapp Cemetery	1 time per year	0.4	82 ⁵⁰
Fall Cleanup - Novi Road Cemetery	1-2 times per year	2.63	165 ⁵⁰
Fall Cleanup - Booster Stations (5 locations)	1 time per year	3.44	110

Section C – Pathway Mowing (7 locations)	Frequency	Approx. Acres	Per Cut/ Per Unit Price
ITC Trail from ITC Sports Park to Garfield Rd.	12-17 times per year	1	38.50
8 Mile Pathway	12-17 times per year	.16	38.50
ITC Trail from 11 Mile Rd to East of Wellbridge	12-17 times per year	.44	38.50
New Ct / Hickory Woods Sidewalk	12-17 times per year	.17	38.50
West Park Dr. Access	12-17 times per year	.15	38.50
Meadowbrook Rd. S.	12-17 times per year	.13	38.50
M-5 Pathway	12-17 times per year	1.07	39

Section D – City-Owned Vacant Lot Mowing (14 locations)	Frequency	Approx. Acres	Per Cut/ Per Unit Price
South of 2230 Old Novi Rd.	8-12 times per year	.08	10
42750 Grand River Ave.	8-12 times per year	1.4	15
East Lake Dr. lots near Endwell	8-12 times per year	.7	10
West of 43243 Thirteen Mile Rd.	8-12 times per year	.02	10
Between 1283 & 1289 East Lake Dr.	8-12 times per year	.24	10
New Ct. & East Lake Dr.	8-12 times per year	.52	10
East Lake Dr. across from Herman St.	8-12 times per year	.06	10
East Lake Dr. across from Lashbrook St.	8-12 times per year	.03	10
Across from 48545 Grand River Ave.	8-12 times per year	.04	10
Meadowbrook Rd. south of Chattman Dr.	8-12 times per year	.66	10
Between 129 & 137 Wainwright St.	8-12 times per year	.13	10
West Lake Dr. north of Faywood St.	8-12 times per year	.09	10
Village Wood Easement	8-12 times per year	.07	10
West Lake Dr. south of Penhill St.	8-12 times per year	.27	10

Section E - Gateway Signs (14 locations)	Frequency	Approx. Sq. Ft.	Lump Sum
Bed care/weeding (all 14 locations)	10-15 times per year	4,100	390
Spring Cleanup (all 14 locations)	1 time per year	4,100	390
Fall Cleanup (all 14 locations)	1 time per year	4,100	390

Section F - Potential Additional Services - Various Materials	Frequency	% Markup (over cost) based on list price
Seed (Per lb. delivered)	As Requested	10%
Sod (Per Yard delivered)	As Requested	10%
Top Soil (Per Cu. Yd. delivered)	As Requested	10%
Flowers - annuals (per flat)	As Requested	10%
Premium Dark Brown Dyed Enviro-Mulch (Per Yd. Delivered)	As Requested	10%

Section G - Potential Additional Services - Hourly Labor	Frequency	Hourly Rate
General Labor Services	As requested	35

Firm Price Guarantee

Prices stated herein will remain valid for term of contract and all renewals.
 No fuel surcharges will be allowed for the duration of the initial contract and renewals.

We acknowledge the following addenda: 1
 (Please list numbers)

Comments / Exceptions: NO EXCEPTIONS

THIS PROPOSAL SUBMITTED BY:

Company Name B+B LANDSCAPING

Address 5392 PLEASANT HILL DR

City, State, Zip FENTON MI 48430

Phone 810-343-3884 Fax 517-521-3127

Agent's Name (printed) ROBERT ANTON

Agent's Title CEO

Agent's Signature 

Agent's Email BR LANDSCAPING I @ YAHOO . COM

Date 2/18/18

B&B Landscaping

FOR ALL YOUR OUTDOOR NEEDS

Email: bblandscaping1@yahoo.com

26855 Taft Rd
Novi, MI 48376
Phone 734-326-6719
Fax 517-521-3127

5392 Pleasant Hill Dr
Fenton, MI 48430
Phone 810-632-6061
Fax 810-632-6061

References

City of Novi DPS

Jeff Vancurler 248- 343-8776 Contract Coordinator

2011- Present

Mowing City Property's, Sod Repair, Irrigation Repair, Shut Down, Start Up
Mulch, Flower Planting, Brick Pavers, Seed, Excavation, Design

City of Novi Facilities

Brandon McCullough 248-756-4842 Facilities Manager

2016- Present

Mowing City Property's, Sod Repair, Irrigation Repair, Shut Down, Start Up
Mulch, Flower Planting, Brick Pavers, Seed, Excavation, Design

US Foods

Rob Krank 765-398-4223 Grounds Maintenance

2010- Present

Mowing, Planting, Sod, Seed, Irrigation Repair, Shut Down, Start Up
Snow Plowing, Snow Removal, Salting

Milford Sand and Gravel

Diana Beck 313-429-2729 Grounds

2012 – 2017

Mowing, Trimming, Landscaping, Snowplowing , Salting

MDOT State Of Michigan

Ahmad Azmoudeh 248-431-4749

2010-2016

Mowing, Trimming, Snowplowing, Salting

Demaria

Mike Catanzarite 248-982-2325

2012-present

Mowing, Trimming, landscaping, Fertilization, Snowplowing, Salting

MDOT State Of Michigan

Don Hicks

5177496008

Mowing, Trimming

B&B Landscaping

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Phone 734-326-6719
Fax 517-521-3127

5392 Pleasant Hill Dr
Fenton, MI 48430
Phone 810-632-6061
Fax 810-632-6061

Work Plan

We will have a meeting with the Contract Administrator to determine if any property has a specific day it should be mowed. That property will be scheduled for that day. The remaining properties will be scheduled the first part of the week. Our goal is to complete the weekly mowing schedule in 4 days to allow one day for rain. We also have enough equipment and manpower to put on an extra crew if we were to have multiple rain days. We would schedule properties that need to be mowed every other week to be rotated. The schedule would look something like this all subject to change as directed by the contract administrator;

Week 1	Week 2	Week 3	Week 4
Road Frontage	Road Frontage	Road Frontage	Road Frontage
Boulevards	Boulevard	Boulevards	Boulevards
Cemeteries	Cemeteries	Cemeteries	Cemeteries
Booster Station	Booster Station	Booster Station	Booster Station
Novi Interchange	Beck Interchange	Novi Interchange	Beck Interchange
Detention Basins	Bike Paths	Detention Basins	Bike Paths
City Lots	Gateway Signs	City Lots	

All Properties will be inspected daily to insure quality of work and completion. A daily sheet will be sent to the contractor administrator of work completed the day before.

B&B Landscaping

FOR ALL YOUR OUTDOOR NEEDS

Email: bblandscaping1@yahoo.com

26855 Taft Rd
Novi, MI 48376
Phone 734-326-6719
Fax 517-521-3127
5/12/16

5392 Pleasant Hill Dr
Fenton, MI 48430
Phone 810-632-6061
Fax 810-632-6061

EQUIPMENT LIST

YEAR	MAKE	MODEL	SIZE INCH	QUANTITY
2017	ALTOZ	TRX660I	66	1
2014	EXMARK	LAZER Z	R 72	3
2013	EZMARK	LAZER Z	R72	2
2010	EZMARK	LAZER Z	R72	2
2011	EXMARK	TURFTRAC	W60	2
2006	JACOBSON	HR5111	W11.5	1
2001	JACOBSON	HR5111	W11.5	1
2008	FORD	TD5050	15FT	6
2016	SHINDAIWA	T230	TRIMMER	30
2016	RED MAX	EBZ 7000	BLOWER	10
2015	SHINDAIWA	T230	EDGERS	6
2007	GEHL	6640	SKIDSTEER	1
2010	LANDSCAPE	TRAILERS		5
2016	FORD	F350	PU	1
2011	FORD	F350	PU	1
2007	FORD	F350	PU	1
2006	FORD	F350	PU	2
2004	FORD	F350	PU	3
2002	FORD	F350	PU	3
2004	GMC	DUMP	3-5 YD	1
2006	FORD	DUMP	3-5 YD	1
2002	FORD	DUMP	3-5 YD	1
1999	FORD	DUMP	5-8 YD	1
2000	GMC	DUMP	5-8 YD	1

B&B Landscaping

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26855 Taft Rd
Novi, MI 48376
Phone 734-326-6719
Fax 517-521-3127

5392 Pleasant Hill Dr
Fenton, MI 48430
Phone 810-632-6061
Fax 810-632-6061

Company Information

We have been in business for over 35 years and are fully licensed and insured.
B&B landscaping has two offices

5392 Pleasant Hill Drive Fenton MI 48430

26855 Taft Road Novi MI 48376

Our contact information is

Office 810-632-6061

Fax 517-521-3127

Email bblandsacping1@yahoo.com

Robert Anton CEO 810-343-3884

Adam Anton VP 810-343-3170

We currently provide services for the State Of Michigan, Local Government and Local Business. Here is a list of some of our past and present customers

State Of Michigan

City Of Novi

City Of Wayne

City Of Troy

City Of Dearborn

Family Dollar

Chase Banks

Levy Properties

Oakland County

Ingham County

Detroit Schools

CVS Pharmacy

Livingston County

Wayne County

Our business services include but not limited to

- Lawn Mowing
- Landscaping
- Sod/Seed
- Irrigation (all phases)
- Snowplowing
- Salting
- Snow Removal
- Ponds
- Fertilization
- Brick Pavers
- Mulch
- Tree and Flower Planting

We are family owned company that has been landscaping for over 35 years. The owners are involved in everyday activities.

We have been in business for over 35 years and never had a labor issue.

We have never filed chapter 11 or 13 bankruptcy or had any outstanding judgments in over 35 years.

This is a high profile contract. The two main contract supervisors will be;

Robert Anton(810-343-3884) 35 years landscaping experience in mowing, lawn care, landscaping, snow plowing, salting, irrigation, paver bricks, sod, seed and fertilization. He is also a licensed applicator with the State of Michigan. He is a hands on owner.

Adam Anton (810-343-3170) 14 years of landscaping experience in mowing, lawn care, landscaping, snow plowing, salting, irrigation, paver bricks, sod, seed, ponds, tree and shrub planting. He is a hands on owner.

If awarded the contract all key personal assigned will have a minimum of 5 years in the landscape-snow business.

Our company has a check system to insure the quality of work being performed. The owners are involved in everyday practices. Our supervisors (lawn and snow) report to the owners with daily meetings. Our supervisors have crews that they are in charge of and the responsibility to see the work gets down on time and correctly. We have lawn Forman that go around and check the completed work,

they can also assist crews if they are behind or have a problem and report to the owners, supervisors and crew leaders to advice of any problems and make corrections to customer's satisfaction.

If an issue comes up we want to correct it before it becomes an issue. With this check system in place and different personal checking on the job gives us difference view points on the job.

We will send daily email for the services done the day before to the contract administrator. Contact numbers for both parties will be exchanged to insure that if a situation comes up in the daily service we contact each other to discuss how to handle the situation followed by an email.

Bills will be sent electronic, mailed or faxed on a monthly or biweekly basis with the dates of services, amounts, and description of services to the assigned personal.



Michigan Department of Agriculture
and Rural Development

Lansing, Michigan 48909

P.O. Box 50017

COMMERCIAL PESTICIDE APPLICATOR

This certificate is issued in accordance with Act 451,
Public Acts of 1964, Part 85 as amended.

ROBERT A ANTON

Categories: 3A 3B 6

C004160079

Certificate
Number

12/31/2019

Expires



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; alternately, contractor may agree to provide notice of such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 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. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City.
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

HOLD HARMLESS/INDEMNITY

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
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 religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. 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.

MOWING SERVICES

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, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and _____, whose address is _____, (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Contractor shall provide the materials and perform the services described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence on the date of the last signature and end on December 31, 2018. Upon mutual consent of the Client and the Contractor, the contract may be renewed three (3) additional years in one (1) year increments.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount services and materials as specifically set forth in the completed Proposal attached which is part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. Contractor shall submit invoices detailing each and all services performed and materials provided in connection with the billing and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon verification of satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified

SAMPLE AGREEMENT

mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days' notice in writing of such termination.

2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Contractor 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.

- B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: Independent Contractor/Vendor Relationship.

- A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

- B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and 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 Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.
- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

Article VII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article VIII: General Provisions.

- A. *Entire Agreement.* This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

SAMPLE AGREEMENT

- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client 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.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client (and by extension for the Township should the work be accepted and implemented by the Township) and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:
- Client: City Manager Peter E. Auger and City Clerk Cortney Hanson
Contractor: _____
- G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- H. 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.
- I. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.
- J. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

SAMPLE AGREEMENT

IN WITNESS WHEREOF, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date last listed below.

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

WITNESS AND DATES
OF SIGNATURES:

CONTRACTOR

Date: _____

By:
Its:

1275476.3

(Schedule A will consist of Contractors Proposal and Fee Proposal, RFP Documents, and Addenda.)



CITY OF NOVI
RFP MOWING SERVICES
ADDENDUM #1

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the RFP named above. 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 on the Fee Proposal Form.

CONTENTS: Included in this Addendum is one (1) page of written addenda description, plus a copy of the pre-bid sign-in sheet, and a map of the Road Weight Restrictions.

CLARIFICATIONS:

1. Add the following paragraph to specifications:

ROAD WEIGHT RESTRICTIONS

The City of Novi has several Restricted Commercial Vehicle Routes. These sections of roadway are closed to commercial thru traffic. You may drive on these sections of road only if you are providing the contracted service within that particular section. At no time will the contractor drive more than a one (1) mile distance on a restricted road. For a poster-sized map with additional details, contractors can check our Map Gallery:

<http://cityofnovi.org/Community/PDFMaps/RoadwayWeightClassifications.pdf>

QUESTIONS:

No questions were received.

Sue Morianti
Purchasing Manager

Notice dated: February 13, 2018

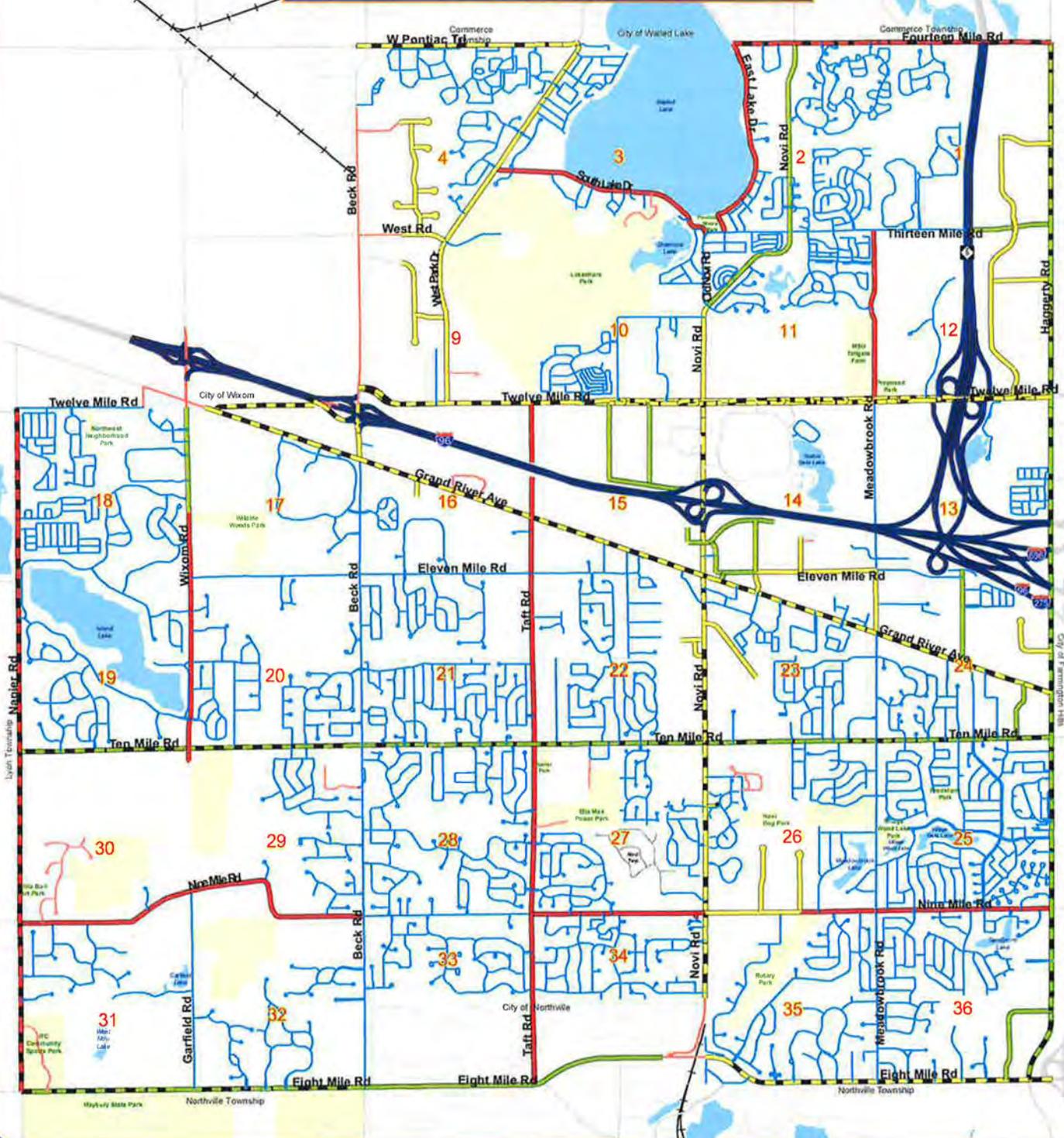
**CITY OF NOVI
SIGN-IN SHEET FOR MANDATORY PRE-BID MEETING FOR
MOWING SERVICES**

Pre-bid meeting 1/31/18 10:00 AM
Bids due 2/21/18 11:00 AM

Company Name	Address	Representative name	Phone Number
KIK Landscaping	4685 W. ALICIA AVE SALINE MI 48176	Kris Kowalski	734320-5133
YARDMASTERS, INC.	1789 ROCK ROAD Commerce 48390	Joe Holder	248-914-4129
BIB Landscaping	5392 PLEASANT HILL DR FENTON MI 48430	BOB ANTON	810-343-3884
R.M.A Facilities Mng.	717 W ELSWORTH RD Ann Arbor MI	Mo Mufid	734-260-3395
Brien's	4956 Tenthredin Dr Warren MI	Brien Wenzel	2486857270
XpertLawnandSnow	21083 Mound Rd Warren MI, 48091	Mary David	Curey (owner) 248-721-0794

Roadway Weight Classification

City of Novi



Map Author: Jon Gartha
 Date: August 9, 2016
 Project: Roadway Weight Classifications
 Version # 1.0

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was produced to meet National Map Accuracy Standards and use the most recent accurate sources available to the people of the City of Novi. Boundary measurements and other calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1976 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Weight Classification

- | | | | |
|--|----------------------|--|---------------------|
| | City All-Season | | County All-Season |
| | City A-Restricted | | County A-Restricted |
| | City B-Restricted | | County B-Restricted |
| | City B-Closed | | State All-Season |
| | No City Restrictions | | Not Available |

Notes: 8 Mile Road from Haggerty Road to Novi Road is maintained by Wayne County
 5 Mile Road from Beck Road to Napier Road is maintained by Oakland County



City of Novi

Information Technology Department
 Geographic Information Services
 45175 Ten Mile Rd.
 Novi, MI 48375
 cityofnovi.org

