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CITY of NOVI CITY COUNCIL

Agenda Item F
April 18, 2011

SUBJECT: Approval of the first year renewal option of the Great Oaks Maintenance agreement with Meadowbrook Commons.

SUBMITTING DEPARTMENT: Parks, Recreation and Cultural Services

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

Great Oaks Maintenance has met the expectations and quality standards such as improvements of the landscaping and grounds, keeping the lawn well manicured, quick response with snow removal and salting of parking lot areas.

Meadowbrook Commons contracted with Great Oaks Maintenance April 10, 2010 to provide lawn care and snow removal service with a one-year contract and a two renewal options in one-year increments. The existing contract is \$24,350.00 and will remain the same for the renewal option.

RECOMMENDED ACTION:

Approval of the first year renewal option of the Great Oaks Maintenance agreement with Meadowbrook Commons.

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

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

March 21, 2011

Mr. Thomas Gordon
Meadowbrook Commons
25075 Meadowbrook Road
Novi, MI 48375

Dear Thomas,

Just dropping you a line to thank you for your business. We greatly enjoyed working with you and hope to continue our relationship.

In hopes of retaining Meadowbrook Commons as a valued client, Great Oaks Maintenance will maintain our current pricing for the 2011 grounds maintenance contract.

Please call me at 248-939-0544 so we can discuss arrangements or address any questions or concerns you may have regarding continuing to use Great Oaks for your grounds maintenance needs.

Please keep us in mind as we are sure Great Oaks is your best value

Sincerely,



David R. Doane
Vice-President, Great Oaks Maintenance and Horticultural Services, LLC

DRD:jl

2010 - 2011 SNOW REMOVAL CONTRACT

This Contract made on this 1st day of April, 2010 by and between

Meadowbrook Commons commonly known as,
(Legal Name)

Meadowbrook Commons Apartments
(Name of Development)

hereinafter referred to as OWNER, and whose address and telephone number for purposes of notice under this contract are:

25075 Meadowbrook Road
(Development Address)

Novi, Mi. 48375
(Include City, State, ZIP)

(248) 305-8646
(Development Phone Number)

and Great Oaks Maintenance hereinafter referred to as VENDOR,
(Contractor Business Name)

whose Federal Identification Number is 38-359574 and whose address and telephone
(ID Number REQUIRED)

number for purposes of notice under this contract are 28025 Samuel Linden Ct.
(Vendor Address)

Novi, MI. 48377
(Include City, State, ZIP)

(248) 449-4223,
(Vendor Phone Number)

hereby enter into this contract for snow removal, sanding and salting, subject to the following terms and conditions:

SECTION I. Term - This contract shall begin on October 1, 2010 and terminate on and including May 15, 2011 subject to premature termination provisions hereinafter set forth in Sections IV and VII of this Contract.

SECTION II. Location - Services are to be performed at: 25075 Meadowbrook Road
(Development Address)

Novi, MI. 48375
(Include City, State, ZIP)

SECTION III. Scope of Services to be performed

A. Snow Removal: Vendor shall promptly service the Property when snowfall reaches an accumulation of one and one half inches (1-1/2") and shall salt the property whenever conditions exist that would cause freezing of ice and or snow on the property, or as otherwise requested by OWNER.

- B. Vendor understands and agrees to perform all work in a good and competent manner without delay and by exercising due diligence in accordance with the specifications set forth herein this Contract and in accordance with industry standards and procedures.
- C. It is understood and agreed between the parties that time is of the essence with respect to all terms of this contract, and in particular with respect to the performance of work called for herein. Vendor agrees to commence work immediately when the conditions described herein exist and/or immediately after the Owner notifies Vendor of the need for services in accordance with this contract. Vendor acknowledges that its failure to perform its duties as and when described herein may cause serious or grave injury to the Owner/Property by virtue of injury or damage to the property and its residents and other individuals.
- D. Snow Removal from Parking Lots to be performed as follows:
- i. When snow accumulation reaches 1-1/2 inches.
 - ii. Inaccessible parking areas should be cleaned later in the same day.
 - iii. Snow should not be pushed against light poles, trees, carports, or moved to a location on the property or adjoining property which would be known or anticipated that snow would melt and freeze into ice on the abutting sidewalk, steps, walkway or other area posing a dangerous and hazardous condition to individuals who traverse that area.
 - iv. Snow must not block or cover drains, fire hydrants, emergency exits or drives, sidewalks or carports.
 - v. Handicap parking areas must be cleared in a manner to allow ingress and egress and in particular snow shall not be plowed into any handicap parking area.
 - vi. Snow must not be pushed onto sidewalks or handicap ramps.
 - vii. A site plan of the property is attached as a part of this agreement as Exhibit 1, reflecting the area least likely to disrupt the residents, flow of traffic, and day-to-day operation of the community. The map will also indicate the location of fire hydrants, speed bumps, bollard lights and other low protrusions, which should be avoided.
- E. Salting to be performed as follows:
1. After Each Plow
 2. Snow accumulations less than 1-1/2"
 3. When conditions deem necessary; IE – ice, freezing rain etc.

4.

- F. Snow removal and salting of Walkways/Sidewalks to be performed as follows:
1. Accumulations in excess of 3" may require vendor's assistance in the clearing of sidewalks.
This is at the Owner's request only. Please include hourly rate for this item.
- G. Vendor agrees to supervise, inspect and direct all work performed at the Property and to be responsible for the work and Vendor's employees and to take reasonable precautions to protect the property and adjoining or abutting properties, and the safety of individuals who traverse those areas.
- H. All work is to be performed in a time and manner so as to least likely disrupt the Residents of the Community but promptly when the weather conditions necessitate immediate action.
- I. Vendor shall be responsible to the Owner, Property and Residents or other individuals or property for the acts and/or omissions of all the Vendor's employees, subcontractors, agents or others performing work on behalf of said Vendor. Vendor shall be responsible for all property damages caused by the performance of work called herein and shall promptly repair all damages to the condition that existed prior to the damage or reimburse the injured party for the cost of making such repairs.
- J. Vendor agrees that this Contract shall not be assigned without first seeking and obtaining the expressed written consent of the Owner.
- K. The Owner or its authorized agent may, as conditions require, order changes in the work, consisting of additions, deletions or other revisions and the contract price and contract time adjusted accordingly. The Owner or its authorized agent in writing must authorize any revisions.
- L. Vendor shall have no claim against the Owner or Managing Agent for damage to their equipment or injury to the Vendor, its agents, employees or other individuals under its control.
- M. Vendor shall have no claim against the Managing Agent for payment of services, it being expressly understood that the Owner is solely liable for the payment of services rendered under this contract.

N. Vendor will treat Owner's property as a priority during a snowstorm and timely perform its duties.

SECTION IV. Insurance – The Vendor shall maintain at all times, while obligated to perform the services requested under this Contract, the following Insurance coverage:

- A. Insurance for all vehicles used by the Vendor in order to perform this Contract.
- B. A policy of General Liability Insurance and Comprehensive Liability covering loss resulting from the Vendor's direct and indirect activities, whether performed by Vendor or its subcontractors, agents, or employees and covering injuries to persons or property who/which may be injured or damaged as a result of performance of this contract. The minimum bodily injury coverage (including death) shall not be less than Five hundred thousand dollars (\$500,000) for each occurrence. The property damage coverage required shall not be less than One hundred thousand dollars (\$100,000) for each occurrence and shall protect the work and any improvements on the property, including automobiles, and also covers any abutting or adjacent property to the area where the work is being performed. If said bodily injury and property damage coverage are combined, the total amount of coverage is to be no less than Five hundred thousand dollars (\$500,000) per occurrence.
- C. If Vendor employs any staff whatsoever, Vendor shall provide a policy of Workmen's Compensation and employer liability insurance for the protection of Vendor's employees or agents.
- D. Vendor agrees to provide proof of insurance requirements by providing a Certificate of Insurance naming the Meadowbrook Commons Apartments
(Name of Development)
(OWNER), AND the MANAGING AGENT as certificate holders and an additional named insured, and shall provide that the policy cannot be cancelled, allowed to expire or coverage limits reduced without providing 30 days prior written notice to the Owner and Managing Agent.

Proof of Insurance is to be sent to Managing Agent : KMG Prestige, 102 S. Main, Mt. Pleasant, MI, 48858. In addition Proof of Insurance should be sent to Meadowbrook Commons Apartments.

E. Vendor agrees to provide proof of Insurance requirements within two (2) business days of the date of signing this contract. In the event Vendor fails to provide the requested proof of insurance, Owner may at its sole election declare the Vendor in Default and decree this Contract as being null and void. If after any work has been performed by the Vendor, Owner learns that the policy was not obtained, or cancelled, Vendor will forfeit its rights to payment for any services it performed while in default of this Insurance provision.

SECTION V. Indemnification

- A. Vendor agrees that it shall indemnify and hold harmless the OWNER and the MANAGING AGENT, agents and employees from any and all actions or causes of actions, claims, demands, liabilities, losses, damages, expenses of any kind and nature whatsoever, including actual attorney fees, which the Owner or Management Agent may sustain or be liable for in consequence of any injury or damage to persons or property which may arise directly or indirectly from the performance of this contract by the Vendor or its subcontractors, agents, employees or anyone directly or indirectly employed by or acting for them due to negligence or their failure to exercise ordinary care.
- B. Vendor acknowledges that it is knowledgeable, experienced and skilled in the area of snow removal, salting and sanding and will exercise ordinary care in the execution of this contract.

SECTION VI. Payments - Vendor shall be paid in accordance with the rates quoted below:

a.	At least two (1-1/2) and 4 inches of snow – price per plow	\$ 339. ⁰⁰
b.	Between (4) and (7) inches of snow – price per plow	449. ⁰⁰
c.	More than (7) inches of snow – price per plow	589. ⁰⁰
d.	Hand work (sidewalks, curbs, drains etc.) – price per hour	35. ⁰⁰
e.	Calcium Chloride (per bag)	24. ⁰⁰
f.	Price per ton of salt	120. ⁰⁰
g.	Front end loader hourly rate:	150. ⁰⁰
h.	Dump truck hourly rate:	125. ⁰⁰

PLEASE INCLUDE A SEASONAL RATE \$ 8,750.⁰⁰

*Includes Salting
+ plowing services*

Invoices must be sent to the Owner for payment at the following address:

Name of Development Meadowbrook Commons

Address 25075 Meadowbrook Road

City, State, ZIP Novi, MI. 48375

SECTION VII. Premature Termination – Failure to Perform as Agreed. The Owner may at its sole discretion terminate this Contract at any time after default by the Vendor in the performance of the terms contained herein after providing Vendor with 24-hour notice to cure the default. It being understood by the Vendor that timely performance of this Contract is of the Essence. In the event of termination of this contract due to Vendor's default in providing services, Vendor shall be entitled to payment at the contract price for all accepted services prior to the default, less any sums Owner has had to expend to others to perform the work for which Vendor did not perform. If the sums should be insufficient to cover the additional expense, Vendor shall be liable for the difference.

2-2-10
Dated

Great Oaks Maintenance
Vendor Legal Name

BY: [Signature]
Signature - Officer

ITS: Director
Title

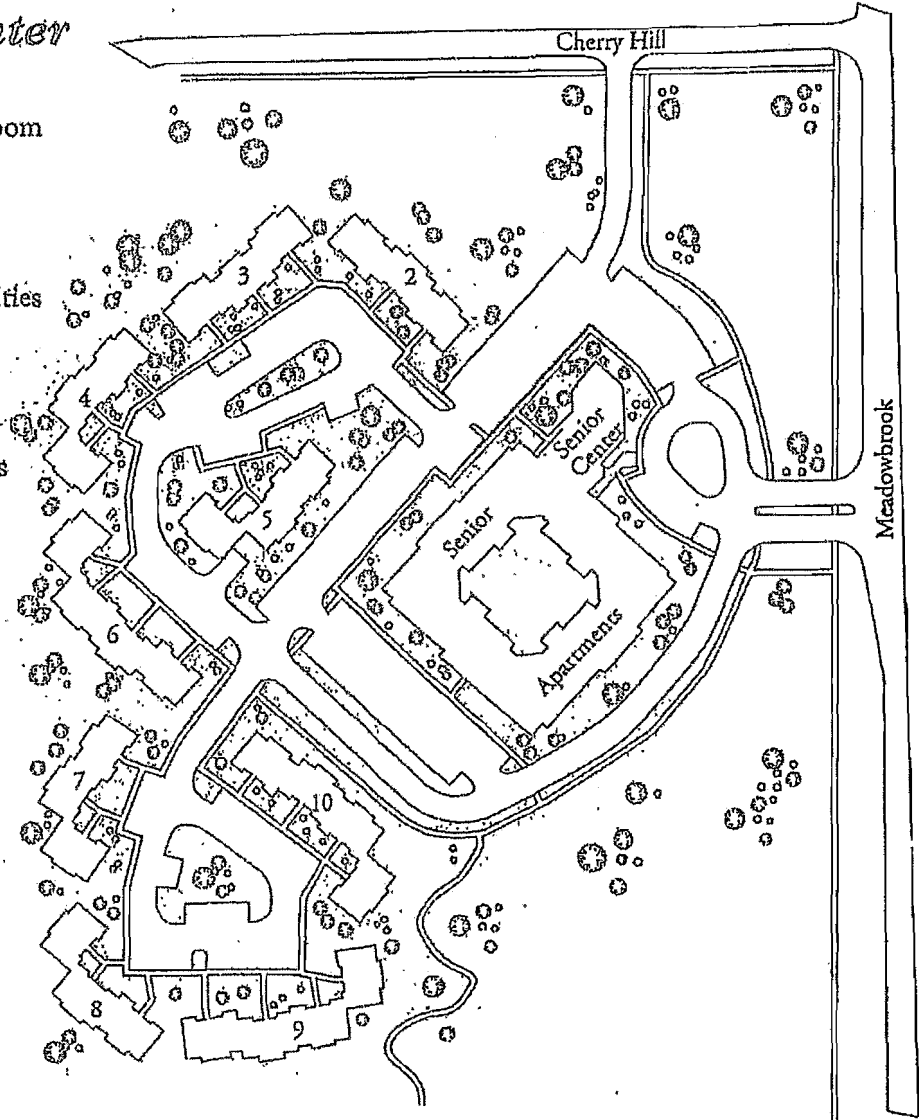
[Signature]
Apartment Community Owner (Legal Name)
David B. Landry - Mayor

BY: _____
ITS: Regional Property Manager

Dated: 4-16-10

*Meadowbrook Commons
and
Novi Senior Center
Amenities*

- ◆ Senior Center Community Room
- ◆ Daily Activities
- ◆ Special Events
- ◆ Educational and Health Activities
- ◆ Recreational Events
- ◆ Referral Information
- ◆ Extensive Travel Opportunities
- ◆ Daily Lunches
- ◆ Homebound Meals
- ◆ Senior Transportation
- ◆ Activity Rooms
- ◆ Library
- ◆ Hair Salon
- ◆ Exercise Room
- ◆ Postal Delivery
- ◆ Sundry Shop
- ◆ Movie Theatre
- ◆ Massage Therapy
- ◆ Snow and Lawn Maintenance
- ◆ Emergency Pull Cords



25075 Meadowbrook Road • Novi, MI 48375
Phone: 248-305-8646 • Fax: 248-305-8914



LAWN MAINTENANCE CONTRACT

This Contract made on this 1st day of April, 2010 by and between Meadowbrook Commons (legal name) commonly known as Meadowbrook Commons Apartments, hereinafter referred to as OWNER, and Great Oaks Maintenance hereinafter referred to as VENDOR, whose Federal Identification Number is 38-3595741 and whose address and telephone number for purposes of notice under this contract is 28025 Samuel Linden Ct. Novi, MI 48377 248-449-4223 hereby enter into this contract for lawn maintenance service, subject to the following terms and conditions:

SECTION I. Term - This contract shall begin on April 1, 2010 and terminate on and including November 30, 2010, subject to premature termination provisions hereinafter set forth in Sections IV and VII of this Contract.

SECTION II. Location - Services are to be performed at: 25075 Meadowbrook Road, Novi, MI 48375

SECTION III. Scope of Services to be performed

- A. Vendor understands and agrees to perform all work in a good and workmanlike manner without delay and by exercising due diligence in accordance with the specifications set forth herein in this Contract and in accordance with industry standards and procedures
- B. Vendor agrees to supervise, inspect and direct all work performed at the Property and to be responsible for the work and Vendor's employees and to take reasonable precautions to protect the property and adjoining or abutting properties, and the safety of individuals who traverse those areas.
- C. It is understood that Meadowbrook Commons is providing a specification and scope of work that may be requested during a season. Meadowbrook Commons provides no guarantee that all services will be needed, or requested. Contractor shall only bill for services that are requested, and satisfactorily completed.
- D. All work is to be performed in a time and manner least likely to disrupt the Residents of the Community.
- E. Vendor shall be responsible to the Owner, Property and Residents or other individuals or property for the acts and/or omissions of all the Vendor's employees, subcontractors, agents or others performing work on behalf of said Vendor. Vendor shall be responsible for all property damages caused by the performance of work called herein and shall promptly repair all damages to the condition that existed prior to the damage or reimburse the injured party for the cost of making such repairs.
- F. Vendor agrees that this Contract shall not be assigned without first seeking and obtaining the expressed written consent of the Owner.
- G. The Owner or its authorized agent, the Regional Property Manager, may as conditions require, order changes in the work, consisting of additions, deletions or other revisions and the contract price and contract time adjusted accordingly. The Owner or its authorized agent, the Regional Property Manager, in writing must authorize any revisions.

- H. Vendor shall have no claim against the Owner or Managing Agent for damage to their equipment or injury to the Vendor, its agents, employees or other individuals under its control.
- I. Vendor shall have no claim against the Managing Agent for payment of services, the Owner being solely liable for the payment of services rendered under this contract.
- J. *Spring Clean up:*
1. Remove all debris (sticks, paper, leaves, and garbage) from turf areas, tree and shrub beds, parking areas, carports and sidewalks. The entire grounds shall be clear of all prior year foliage. This service shall be completed in the month of April, at a cost of \$ 600.00.
- K. *Mowing, Trimming and Edging of Lawn Area:*
1. Mow, trim and edge the entire lawn area at the above location for the duration of the cutting season.
 2. The cutting season shall commence in April 15th and shall continue through October 31st. Service before or beyond this time frame shall require approval by the Regional Property Manager.
 3. The cutting season shall be based on a per cut cost of 453.85. The maximum amount of cuttings shall be 26. In the event that the Site Manager requests weekly cutting not be performed, due to dry conditions, contractor shall not bill for that week. A season of less than 26 cuttings will constitute a reduction in the contract price. If conditions dictate additional cuttings beyond 26, the Regional Manager must approve this service.
 4. All lawn areas shall be mowed with rotary mowers.
 5. After each cutting, clippings shall be removed from all concrete and asphalt areas including, but not limited to, sidewalks, porches, driveways, carports and planter beds.
 6. Lawns will be edged weekly. This includes all areas where concrete meets grass.
 7. Stone guards will be in place on all mowers during operation.
 8. Trimming is to be accomplished weekly with nylon string machines. Contractor is to trim all grass and weeds, which can not be accessed with the mowers in areas such as, fences, buildings, parking lots, patio porches, near air conditioners, and gas / electric meters. It is management's intention that all grass and weeds on the entire property be trimmed and included in this contract.
 9. Tree suckers that sprout-up in beds are to be string trimmed at each cutting.
- L. *Gardening:*
1. All shrub and planter beds shall be weeded and cleaned.
 2. Soil will be turned at a depth of two (2) inches if beds are not chipped or other suitable groundcover is in place.
 3. A pre-emergent shall be applied to create a weed control barrier. There shall be a distinct edge to all tree wells and planter/shrubbery beds.
 4. All debris accumulated will be removed from the site.
 5. Gardening service will be performed twice per year at a cost of 400.00 per service. The initial service will be in the month of May and second service will be in the month of August.
- M. *Trees and Shrubs Pruning and Trimming:*
1. Trees and shrubs will be trimmed and pruned, up to ten feet (10) to maintain a natural size and shape.
 2. Existing ornamented plant material will be maintained to preserve uniqueness and plant health.
 3. All debris accumulated will be removed from the site.
 4. Trimming shall be performed twice per year at a cost of 900.00 per service. The initial service will be in the month of May and second service will be in the month of August.
- N. *Lawn Fertilization Program:*
1. Four (4) fertilizations will be applied over the duration of the cutting season.
 2. One pre-emergent crabgrass application shall be applied in April, at a cost of 875.00.
 3. A broadleaf weed control fertilizer will be applied twice, in June and August, at a cost of 875.00 per service.
 4. One Weed and Feed fertilization will be applied in October, at a cost of 875.00.
- O. *Tree and Shrub Insecticide/Fertilization Applications:*
1. One tree insecticide will be applied to all trees and shrubs in the month of May, for leaf chewing insects, at a cost of 300.00.

- P. *Round up Applications:*
1. All weeds in concrete and asphalt areas, will be treated with a contact weed killer by a licensed technician. This service will be completed three times per season, June, July, and September, at a cost of \$150.00 per service.
- Q. *Fall Clean up:*
1. One fall clean up shall be performed after the final cutting of the season when a minimum of 80% of leaves has fallen. All leaves and debris shall be removed from planter beds, sidewalks, streets, lawns, and the entire property, at a cost of \$200.00.
- R. *Services Available Upon Request:*
1. Mulch installation at 45.00 per cubic yard.
 2. Flower installation at 26.00 per flat.

SECTION IV. Insurance – The Vendor shall maintain at all times, while obligated to perform the services requested under this Contract, the following Insurance coverage:

- A. Insurance for all vehicles used by the Vendor in order to perform this Contract.
- B. A policy of General Liability Insurance and Comprehensive Liability covering loss resulting from the Vendor's direct and indirect activities, whether performed by Vendor or its subcontractors, agents, or employees and covering injuries to persons or property who/which may be injured or damaged as a result of performance of this contract. The minimum bodily injury coverage (including death) shall not be less than One Million dollars (\$1,000,000) for each occurrence. The property damage coverage required shall not be less than One Million dollars (\$1,000,000) for each occurrence and shall protect the work and any improvements on the property, including automobiles, and also covers any abutting or adjacent property to the area where the work is being performed. If said bodily injury and property damage coverage are combined, the total amount of coverage is to be no less than One Million dollars (\$1,000,000) per occurrence.
- C. If Vendor employs any staff whatsoever, Vendor shall provide a policy of Workmen's Compensation and employer liability insurance for the protection of Vendor's employees or agents.
- D. Vendor agrees to prove proof of insurance requirements by providing a Certificate of Insurance naming the OWNER Meadowbrook Commons AND KMG Prestige, MANAGING AGENT, as Certificate holders and an additional named insured, and shall provide that the policy cannot be cancelled, allowed to expire, or coverage limits reduced without providing 30 days prior written notice to the Owner and Managing Agent. **Proof of Insurance should be sent to: (check one) ___ P.O. Box 30316, Lansing, MI 48911 OR X 102 S. Main Street, Mt. Pleasant, MI 48858.**
- E. Vendor agrees to provide proof of Insurance requirements within two (2) business days of the date of signing this contract. In the event Vendor fails to provide the requested proof of insurance, Owner may at its sole election declare the Vendor in Default and decree this Contract as being null and void. If after any work has been performed by the Vendor, Owner

learns that the policy was not obtained, or cancelled, Vendor will forfeit its rights to payment for any services it performed while in default of this Insurance provision.

SECTION V. Indemnification

- A. Vendor agrees that it shall indemnify and hold harmless the OWNER and MANAGING AGENT, agents and employees from any and all actions or causes of actions, claims, demands, liabilities, losses, damages, expenses of any kind and nature whatsoever, including actual attorney fees, which the Owner or Management Agent may sustain or be liable for in consequence of any injury or damage to persons or property which may arise directly or indirectly from the performance of this contract by the Vendor or its subcontractors, agents, employees or anyone directly or indirectly employed by or acting for them due to negligence or their failure to exercise ordinary care.
- B. Vendor acknowledges that it is knowledgeable, experienced and skilled in the area of landscaping and lawn maintenance, and will exercise ordinary care in the execution of this contract.

SECTION VI. Payments – Vendor shall provide daily proof of service forms, and have the same signed by the Site Manager. Vendor shall submit copies of all proofs with their monthly invoice. Vendor shall be paid in accordance with the rates checked below:

Service	Per unit cost	Maximum allowable	Est. Total cost
Spring Clean-up	<u>600.00</u>	<u>1</u>	<u>600.00</u>
Lawn Mowing, Trimming, edging	<u>453.85</u>	<u>26</u>	<u>11,800.00</u>
Gardening	<u>400.00</u>	<u>2</u>	<u>800.00</u>
Tree and shrub Pruning	<u>900.00</u>	<u>2</u>	<u>1800.00</u>
Tree and shrub Insecticide	<u>300.00</u>	<u>1</u>	<u>300.00</u>
Round up applications	<u>150.00</u>	<u>2</u>	<u>300.00</u>
Total potential cost			<u>15,600.00</u> **
**Estimate only			

Invoices are to be sent to the Owner for payment at the following address: (check one):

P. O. Box 30316, Lansing, MI 48909

Property address: 25075 Meadowbrook Road, Novi, MI 48375

SECTION VII. Premature Termination – Failure to Perform as Agreed. The Owner may at its sole discretion terminate this Contract at any time after default by the Vendor in the performance of the terms contained herein after providing Vendor with 24-hour notice to cure the default. It being understood by the Vendor that timely performance of this Contract is of the Essence. In the event of termination of this contract due to Vendor's default in providing services, Vendor shall be entitled to payment at the contract price for all accepted services prior to the default, less any sums Owner has had to expend to others to perform the work for which Vendor did not perform. If the sums should be insufficient to cover the additional expense, Vendor shall be liable for the difference.

2-2-10
Dated

4-10-10
Dated

East Oaks Maintenance
Vendor
BY: [Signature]
ITS: Director

[Signature]
Owner
BY: [Signature]
ITS: Managing Agent Representative
David B. Landry - Mayor