



## CITY of NOVI CITY COUNCIL

Agenda Item B  
April 22, 2014

**SUBJECT:** Approval to award a unit price contract for Lawn Fertilization and Weed Control services to Country Club Lawn, LLC, the low bidder, for a one-year term with three one-year renewal options and an estimated annual cost of \$20,846.

**SUBMITTING DEPARTMENT:** Department of Public Services – Field Operations Division *PA*

**CITY MANAGER APPROVAL:** *VK*

<b>EXPENDITURE REQUIRED</b>	<b>\$20,846 (Estimated)</b>
<b>AMOUNT BUDGETED</b>	<b>Approximately \$190,000 (Various Line Items)</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$0</b>
<b>LINE ITEM NUMBER</b>	<b>Allocated by Department/Fund</b> <i>2</i>

### BACKGROUND INFORMATION:

Fertilization and weed control helps develop healthy turf, and presents an aesthetically pleasing appearance at City-maintained facilities and along road rights-of-way. The 2014 fertilization services contract term is one year, with services beginning in May. Upon mutual consent of the City and the selected contractor, there would be three one-year renewal options available.

Pricing for fertilization and weed control was obtained as an alternate bid item in the invitation to bid for the Lawn and Landscape Services contract, which was awarded to B&B Landscaping at the March 10, 2014 City Council meeting. This item was not awarded to B&B because B&B did not provide pricing on a product that meets the City's specifications.

Pricing from four bidders was received following a public bid solicitation period. The successful bidder is Country Club Lawn, LLC based on unit pricing and the City's application specifications (attached). The other three bidders (including B&B) submitted pricing on products not specified; therefore, all three were disqualified for submitting non-responsive bids.

Country Club Lawn is recommended as being in the best interest of the City for submitting the lowest responsive bid prices. Country Club Lawn has previously provided satisfactory fertilization and weed control services to the City of Novi. Applications are scheduled to begin in May 2014 and be repeated each year as directed under the terms and conditions of the contract.

**RECOMMENDED ACTION:** Approval to award a unit price contract for Lawn Fertilization and Weed Control services to Country Club Lawn, LLC, the low bidder, for a one-year term with three one-year renewal options and an estimated annual cost of \$20,846.

	1	2	Y	N
Mayor Gaff				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

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

CITY OF NOVI  
RFP LAWN AND LANDSCAPE MAINTENANCE SERVICES -  
BID TABULATION - FERTILIZATION

2/20/14

			Country Club
Alternate #4 – Fertilization (upon request)	Frequency	Approx. Acres	Per application
Civic Center	once per year *	4.81	1,486
Police Headquarters	once per year *	3.91	1,208
Fire Stations #1	once per year *	0.95	294
Fire Stations #2	once per year *	0.37	115
Fire Stations #3	once per year *	0.24	100
Fire Stations #4	once per year *	1.48	458
CEMS Facility	once per year *	0.83	257
Booster Stations (5)	once per year *	1.75	618
Field Services Complex	upon request **	1.34	414
Police Gun Range	upon request **	0.82	253
12 Mile Boulevards	once per year *	13.08	4,042
Main Street (City maintained)	once per year *	0.12	100
Cranbrooke & Villagewood Blvds	once per year *	4.63	1,431
Fuerst Park	once per year *	6.75	2,086
Lakeshore Park	upon request **	14.39 5	1,545
Brookfarm Park	upon request **	4.48	1,384
Rotary Park	upon request **	2.68	828
Pavilion Shore Park	once per year *	11	3,399
Villa Barr Art Park	once per year *	2.68	828
<b>Annual Total</b>			<b>20,846</b>

\* second application upon request

\*\* 2 applications possible

## CONTRACT FOR LAWN FERTILIZATION 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 Country Club Lawn LLC, whose address is 54511 Avondale, New Baltimore, MI 48047, (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 as of the date of the last signature and end on December 31, 2014. 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 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.
- 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. Dispute Resolution/Arbitration. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.
- F. 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 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.
- G. 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: Interim City Manager Victor Cardenas and City Clerk Maryanne Cornelius  
Contractor: John Cooney, Owner
- H. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- I. 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.
- J. 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.

- K. 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.

**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: Maryanne Cornelius  
Its: Clerk

WITNESS AND DATES  
OF SIGNATURES:

CONTRACTOR  
Country Club Lawn

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: John Cooney  
Its: Owner

1275476.3



**SCHEDULE A**  
**Page 1 of 30**

Top Soil (Per Cu. Yd. delivered)	As Requested	
Flowers - annuals (per flat)	As Requested	
Premium Dk Brown Dyed Enviro-Mulch (Per Yd. Delivered)	As Requested	

Section E - Hourly Labor	Frequency	Hourly Rate	
General Labor Services	As requested		
Alternate #1 - Novi Ice Arena	Frequency	Approx. Acres	Per Cut/ Per Unit Price
Mowing / Bedcare	25-35 Cuttings Per Year	3.43	
Lawn fertilization	2 times per year	3.43	\$1,060 JK
Spring cleanup	1 time per year	3.43	
Fall cleanup	1 time per year	3.43	
Alternate #2 - Ordinance Mowing	Frequency	Approx. Acres	Per Cut/ Per Unit Price
Mowing	Min. 2 cuttings per year	less than 1 acre	
Mowing	Min. 2 cuttings per year	1-2 acres	
Mowing (this price is to be added to the 1-2 acre price for lots over 2 acres)	Min. 2 cuttings per year	per acre	
Weed Whip lots not accessible with mower	Min. 2 cuttings per year	less than 1 acre	
Alternate #3 - Novi Public Library	Frequency	Approx. Acres	Per Cut/ Per Unit Price
Mowing / bedcare (includes bioswales)	25-35 Cuttings Per Year	3.88	
Lawn fertilization	2 times per year	3.88	\$1,199 JK
Spring cleanup	1 time per year	3.88	
Fall cleanup	1 time per year	3.88	
Alternate #4 - Fertilization (upon request)	Frequency	Approx. Acres	Per application
Civic Center	2 times per year	4.81	\$1,486
Police Headquarters	2 times per year	3.91	\$1,208
Fire Stations #1	2 times per year	0.95	\$294

Fire Stations #2	2 times per year	0.37	\$115
Fire Stations #3	2 times per year	0.24	\$100
Fire Stations #4	2 times per year	1.48	\$458
CEMS Facility	2 times per year	0.83	\$257
Booster Stations (5)	2 times per year	1.75	\$618
Field Services Complex	2 times per year	1.34	\$414
Police Gun Range	2 times per year	0.82	\$253
12 Mile Boulevards	2 times per year	13.08	\$4,042
Main Street (City maintained)	2 times per year	0.12	\$100
Cranbrooke & Villagewood Blvds	2 times per year	4.63	\$1,431
Fuerst Park	2 times per year	6.75	\$2,086
Lakeshore Park	2 times per year	<i>51.5 Acres, 14.89</i>	<del>\$4,447</del> <i>1,545</i>
Brookfarm Park	2 times per year	4.48	\$1,384
Rotary Park	2 times per year	2.68	\$828
Pavilion Shore Park	2 times per year	11	\$3,399
Villa Barr Art Park	2 times per year	2.68	\$828

**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 contract and renewals.

**We acknowledge the following addenda: \_\_RFP-022014 Addendum #1 \_\_\_\_\_**

**(please list numbers)**

**Comments / Exceptions:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS PROPOSAL SUBMITTED BY:**

Company Name \_\_\_\_\_ **Country Club Lawn LLC** \_\_\_\_\_

Address \_\_\_\_\_ **54511 Avondale Drive** \_\_\_\_\_



Country Club Lawn LLC • 54511 Avondale New Baltimore MI 48047 • 586-725-6387

Sue Morianti  
Purchasing Manager  
City of Novi  
City Clerk's Office  
45175 W. Ten Mile Rd.  
Novi, MI 48375-3024

February 14, 2014

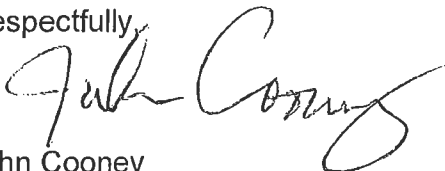
Dear Sue,

A few things that I wanted to mention in reference to this proposal:

- The cost per application in this bid was divided in two to meet the request of the proposal. However, the spring application technically would cost more due to fertilizer being applied with this application, whereas the fall application will be a weed spray only.
- The specified fertilizer requested by this proposal, as well as the other requested herbicides included in the overall application costs. MSDS sheets for each product are included in this RFP.
- It should be noted that similar products, that would also produce the desired results, could be substituted with potential savings from the specified products.
- Included in this proposal is a 7.5% Municipal/Quantity discount to normal rates.

Thank you for your consideration.

Respectfully,



John Cooney  
Owner  
Country Club Lawn LLC

than 1 week without written permission from the Field Operations Senior Manager 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

LAWN AND LANDSCAPE MAINTENANCE SERVICES

CONTRACTOR QUESTIONNAIRE FORM

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

Firm Name: Country Club Lawn LLC

Address: 54511 Avondale Drive

City: New Baltimore State: MI Zip: 48047

Telephone Number: (248) 762-9271 Fax Number:

Representative's Name (please print): John Cooney

Representative's Title: Owner/Operator

Email Address: CountryClubLawnLLC@yahoo.com

Web Site:

1. We are submitting fee proposals (bidding) on the following parts of this contract:

	Please indicate Yes or No
Section A through E (all)	NO
Alternate #1 – Novi Ice Arena	NO / Fertilizing, Yes JC
Alternate #2 – Ordinance Mowing	NO
Alternate #3 – Novi Public Library	NO / Fertilizing, Yes JC

Alternate #4 - Fertilization	<b>YES</b>
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2. Type of Organization: (Circle One)

a. Individual b. Partnership c. **Corporation** d. Joint Venture e. Other \_\_\_\_\_

3. Year firm established: 2010

4. If applicable, former firm name(s):  
\_\_\_\_\_

5. 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: \_\_\_\_\_

6. How many current full time employees 1

Anticipated part-time/seasonal employees \_\_\_\_\_

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

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

Complete all fertilization of stated properties in a timely and orderly fashion, using the required fertilizer and appropriate pre and post emergent weed control products as stated in this proposal.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. 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).

Have previously performed these same services for the City of Novi for the past two seasons (2012,2013) over the same properties/areas that are listed in this document.

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

**\_\_\_ Before and during the formation of Country Club Lawn LLC I have been employed as a Certified Golf Course Superintendent for the past 25 years. The company has all the financial resources to fulfill each and every aspect of this agreement as stated herein. As previously stated I am familiar with all of the properties that are involved in this proposal as well as the favored times for the application to take place.**

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11. Identify those in your firm who would be responsible for this contract, including onsite 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.

**\_\_\_ Due to the fact that I am the sole Owner/Operator for my firm, I will be the only representative on site during the application process.**

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

**\_Currently, my company provides these same services for a number of clients, in both residential and commercial sectors.**

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13. 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 **\_Plymouth Village North Condominium**  
Association \_\_\_\_\_

Address **\_Chesterfield Township,**  
MI \_\_\_\_\_

Phone **\_(586) 484-6214** Contact name **\_Jan**  
**Sobania** Work done/dates **\_Complete**  
**fertilization disease, insect, and weed control for the property for the 2013**  
**season**

Company **\_Northridge Homeowner's Association**

Address \_\_\_\_\_ **Northridge Subdivision New Baltimore,**  
MI \_\_\_\_\_

Phone **\_(586) 995-3487** Contact name **\_Eric**  
**Vandenbossche**

Work done/dates Complete Fertilization, disease, insect, and weed control for the 2012, 2013 seasons

Company Midwest Landscaping

Group \_\_\_\_\_

Address Commerce Township,

MI \_\_\_\_\_

Phone (248) 613-6584 Contact name Bruce

Kilmer \_\_\_\_\_

Work done/dates Miscellaneous Fertilizing and weed control 2011, 2012

Company Scot

Fleming \_\_\_\_\_

Address New Baltimore,

MI \_\_\_\_\_

Phone (586) 557-3311 Contact name Scot

Fleming \_\_\_\_\_

Work done/dates Fertilization/Weed control for the 2011, 2012, 2013 seasons

Company Honorable Judge William Hackel 42<sup>nd</sup> district

Court \_\_\_\_\_

Address New Baltimore,

MI \_\_\_\_\_

Phone (586) 260-1780 Contact name Judge

William Hackel \_\_\_\_\_

Work done/dates Fertilization /weed control for the 2012, 2013 seasons

14. 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.



15. 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

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

17. 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).

**Not Applicable for mowing.**  
**For the fertilization/weed control portion that I am bidding on, I am available to perform the proposed services during times of minimal use of the stated areas. Mainly early weekend mornings I can be in and out before usage goes up later in the day. Flexible applications can be based around scheduled activity at the various locations on this proposal. I am able to work closely with proper city officials in regards to the scheduling of applications and treatments.**

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

**No**

**subcontracting**

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

My company will, without question provide the top notch service that is, and should be expected from the City of Novi. My expertise far surpasses the majority of companies that perform this kind of service. In addition, the City of Novi, if employing my company and myself, will retain a true turf consultant that they count on to provide them with options and alternatives for any of the turf/landscaping questions and conditions that may arise during the terms of our agreement.

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19. Claims & Suits: Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details. No   X    
Yes \_\_\_\_\_

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

**THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:**

Authorized Company Representative (please print):   John Cooney/Owner/Operator  

Representative Signature: \_\_\_\_\_

Date \_\_\_\_\_

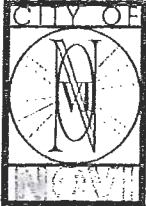
City, State, Zip New Baltimore, MI  
48047

Phone Office (586) 725-6387 Cell (248) 762-9271  
Fax \_\_\_\_\_

Agent's Name (printed) John  
Cooney

Agent's Title Owner

Agent's Signature [Signature] Date 2-14-14



**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



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

**LAWN AND LANDSCAPE MAINTENANCE SERVICES**

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

**A mandatory pre-proposal meeting** will be held **Thursday, February 6, 2014 promptly at 10:00 A.M.** at the Novi Civic Center, 45175 W. Ten Mile Rd., Novi, MI 48375.

Sealed proposals, *with Fee Proposal in a separate sealed envelope*, will be received until **2:00 P.M.** prevailing Eastern Time, **Thursday, February 20, 2014.** 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 W. Ten Mile Rd.  
Novi, MI 48375-3024

OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE CLEARLY MARKED "**Lawn and Landscape Maintenance 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 29, 2014

**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](http://www.mitn.info) and obtain an official copy.



**CITY OF NOVI**  
**LAWN AND LANDSCAPE MAINTENANCE SERVICES**

**INSTRUCTIONS TO PROPOSERS**

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

**IMPORTANT DATES**

RFP Issue Date	January 29, 2014
<b>Mandatory Pre-proposal Meeting</b>	<b>Thursday, February 6, 2014 at 10:00 A.M.</b> Novi Civic Center 45175 Ten Mile Road Novi, MI 48375
Last Date for Questions	Thursday, February 13, 2014 by 12:00 P.M. Submit questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
<b>Response Due Date</b>	<b>Thursday, February 20, 2014 by 2:00 P.M.</b>
Anticipated Award Date	March 10, 2014

**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. **Fee Proposal Form must be sealed in a separate envelope. 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](http://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](http://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.

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

- (a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition,

as to any matter relating to such prices with any other offerer or with any other Competitor; and

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

Each person signing the proposal certifies that:

(c) He is the person in the offerer'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 offerer'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**

**LAWN AND LANDSCAPE MAINTENANCE SERVICES**

**GENERAL SPECIFICATIONS**

**Description and Purpose**

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

**Scope of Work**

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

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

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

Should the Contractor fail to keep up with the work, as required by the Contract, the City reserves the right to terminate this contract, or hire additional contractors to satisfactorily 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 quantity of mowings 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 which becomes a part of the contract. 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 Details**

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

**1. Storm Water Control Facilities (17 Detention Basins)**

Approximately 12 acres

- A. Mowing height 3"-6"
- B. Mowing schedule 12-17 cuttings per season (depending upon growth)

**2. Ordinance Violations – As Needed**

Chapter 21, Novi City Code, requires that owners of vacant property in subdivided areas cut the weeds/vegetation at least twice a year. If the owner fails, after proper notification, to cut the weeds the City is empowered to cause the weeds to be cut.

Approximately 60 lots, generally less than 2 acres each

- A. Mowing height: 4"-6"
- B. Mowing schedule: minimum 2 cuttings per season
- C. Contractor must provide a photo of each lot PRIOR TO CUTTING with lot identification and measurement of grass/weed height.
- D. Contractor must complete cutting within 10 days of notification by the City of Novi.
- E. Contractor must remove all trash from lot prior to mowing and must not leave grass clippings in any roadway.

**3. General Facilities Mowing**

Examples of, but not limited to: Civic Center, Police Headquarters, Gateway Signs, Parks, Cemeteries, etc.

Approximately 72 acres

- A. Mowing height 3"
- B. Mowing schedule 7-14 days 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.

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

General roadside mowing of all County primaries, City of Novi Major Streets and Properties requested.

Approximately 112 acres

- A. Mowing height 3"-4"
- B. Mowing schedule

**Level 1** 25-30 cuttings/season (every 7-14 days depending upon growth)  
**Level 2** 10-15 cuttings/season (bi-weekly depending upon growth)

- C. Removal of any and all debris within the mowing area including, but not limited to, brush, litter, and small tree limbs, etc. that are encroaching the mowing area.
- D. The City currently has 10 City-owned vacant lots.

**WEED CUTTING / MOWING / LANDSCAPING  
SPECIFICATIONS**

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 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, 2014. The contract may be extended for up to three years in increments of one (1) year upon mutual consent of the Field Operations Senior Manager 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 Field Operations Manager, 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 submit invoices to the City only after the work has been completed. Invoices will be mailed to: City of Novi, Attention Finance Department, 45175 Ten Mile Road, Novi, MI 48375. The City does not accept emailed invoices at this time.

10. **Subcontractors**  
The use of sub-contractors is prohibited except for the fertilization portion of this contract.

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. All minimal insurance specifications must be met - see detail.
- E. Weekly meetings may be required by the Director of Public Services, or their designee

## **WEED CONTROL, LAWN FERTILIZATION, & PESTICIDES SPECIFICATIONS**

### **Weed Control and Fertilizer Details:**

1. Weed control shall be administered in accordance to the environmentally conscious principles of Integrated Pest Management (IPM).
2. The contractor must possess and show proof on request for all certifications & licenses to handle and apply commercial pesticides & herbicides.
3. Contractor is responsible for, and must provide the City of Novi with all weed control and fertilizer Material Safety Data Sheets (MSDS), after the contract award.
4. Fertilization service may be required at all properties listed below at a frequency that is determined by the nitrogen requirement, chemical properties and the carrier specified.
5. All fertilizers shall be granular unless otherwise requested. Must be certified and have the equipment to simultaneously apply both granular and liquid fertilizer/weed control products.
6. Contractor must provide one week notice to Director of Public Services or their designee before applying weed control/fertilization.
7. Contractor will use Harrell's product, or an equivalent meeting the specifications below. Harrells representative is Doug Johanningsmeier at [djohanningsmeier@harrells.com](mailto:djohanningsmeier@harrells.com) ; (248) 302-2054.
8. Lawn Fertilization/Weed Control application will be as follows:
  - Early Spring (last week in April-May 15) – Apply 30-0-12 polyon fertilizer and integrated pre-emergent crabgrass control containing prodiamine. Must be applied prior to crabgrass germination. Rates on general use turf areas shall be based on an annual application of 1.75 lbs. of nitrogen per thousand square feet. Spray broadleaf weed killer containing a three way mix of 2-4-D, Dicamba and MCPP at label rates. Pre-emergent crabgrass control per manufacturer's recommended rates, broadleaf weed control per manufacturer's rates.
  - Early fall (September) – Apply broadleaf weed control per manufacturer's recommended rates using a three way integrated combination of 2-4-D(37.32%), Dicamba(4.65%) and Chlopyralid (2.54%) as in Millennium Ultra brand or approved equivalent.
9. Athletic Fields:  
Apply 30-0-12 Polyon ST fertilizer, or approved equivalent, at a rate of 1.25lb of Nitrogen per thousand square feet on select athletic fields
10. Locations that may receive applications include:
  - a. Civic Center

- b. Police Headquarters
- c. Field Services Complex (upon request)
- d. Fire Stations #1
- e. Fire Station #2
- f. Fire Station #3
- g. Fire Station #4
- h. Twelve Mile Blvd. – Haggerty Road to Taft Road
- i. Cranbrooke / Villagewood Boulevards
- j. Main Street (City maintained area)
- k. Booster Stations (upon request)
- l. CEMS Facility
- m. Fuerst Park
- n. ITC Sports Park (Select athletic fields only)
- o. Power Park (Select athletic fields only)
- p. Lakeshore Park (Select athletic fields only)
- q. Brookfarm Park
- r. Villa Barr Art Park
- s. Pavilion Shore Park
- t. Ice Arena (Alternate #1)
- u. Novi Public Library (Alternate #2)



**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.