



CITY of NOVI CITY COUNCIL

Agenda Item 3
March 10, 2014

SUBJECT: Approval to award a unit price contract for Lawn and Landscape Maintenance Services to B&B Landscaping, Inc., the low bidder, for a one-year term with three one-year renewal options and an estimated annual cost of \$147,083.

SUBMITTING DEPARTMENT: Department of Public Services – Field Operations Division

CITY MANAGER APPROVAL: ✓

EXPENDITURE REQUIRED	\$147,083 (Estimated)
AMOUNT BUDGETED	Approximately \$190,000 (Various Line Items)
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	Allocated by Department/Fund

BACKGROUND INFORMATION: Each year the City of Novi contracts with a lawn and landscape maintenance contractor to mow grass and maintain landscaping along roadsides and on City properties. Mowing and maintenance improves sight distances, prevents drainage facility obstruction, and presents an aesthetically pleasing appearance at City-maintained facilities and along rights-of-way. The 2014 lawn and landscape maintenance services contract term is for one year, with services beginning in April. Upon mutual consent of the City and the selected contractor, there are three one-year renewal options available.

Five bids were received and opened on February 20, 2014 following a public bid solicitation period. The low bidder is B&B Landscaping, Inc. B&B provided a unit prices on base bid sections A-E (Facilities/Road Frontage, Parks, Gateway Signs, Materials, and Hourly Labor); based on estimated quantities B&B's extended base bid price is \$140,090 annually. In addition, B&B provided bid prices on Alternates #1-4 (Novi Ice Arena, Ordinance Mowing, Library, and Fertilization). Of these four alternates, ordinance Mowing (Alternate #2) is the sole alternate that will be awarded as part of this contract, estimated to cost \$6,993 annually based on B&B's unit prices and estimated quantities. The Novi Public Library and the Novi Ice Arena (Alternates #1 and #3) have chosen to secure services independently. Fertilization Services (Alternate #4), is anticipated to be a separate contract award at the March 24 City Council Meeting.

B&B Landscaping is recommended as being in the best interest of the City for being responsive (i.e., B&B Landscaping has complied with all requirements of the bidding instructions), and for submitting the lowest price based on extended unit pricing. A summary of the three lowest qualified bids is presented in the following table:

Bidder	Sections A-E	Alternate #2	Grand Total
B&B Landscaping, Inc.	\$140,090	\$6,993	\$147,083
Maverick Property Maintenance	\$184,704	\$8,240	\$192,944
Brien's Services Inc.	\$281,782	\$8,886	\$290,668

B&B Landscaping will work from a business location in Novi, which will enhance service request response times and help keep overhead costs, such as fuel, low. The owner, Robert Anton, has indicated that B&B's unit prices are lower than other bidders because B&B will be operating out of a yard in Novi, and because B&B has extensive level of familiarity with the area.

Based on a check of references, B&B Landscaping, Inc. has satisfactorily completed several government projects in the past, including lawn care for the cities of Canton and Dearborn. Work is scheduled to begin in April 2014 and will continue through October.

RECOMMENDED ACTION: Approval to award a unit price contract for Lawn and Landscape Maintenance Services to B&B Landscaping, Inc., the low bidder, for a one-year term with three one-year renewal options and an estimated annual cost of \$147,083.

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

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

CONTRACT FOR LAWN AND LANDSCAPE MAINTENANCE 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 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and B & B Landscaping, whose address is 5392 Pleasant Hills Dr., Fenton, MI 48430, (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 March 11, 2014 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: Robert Anton, CEO
- 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

Date: _____

By: Robert Anton
Its: CEO

Company B+B LANDSCAPING



cityofnovi.org

CITY OF NOVI

LAWN AND LANDSCAPE MAINTENANCE SERVICES

FEE PROPOSAL FORM

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

Section A - Facilities / Road Frontage	Frequency	Approx. Acres	Per Cut/ Per Unit Price
Detention Basins (16 locations)	12-17 Cuttings Per Year	12	350
Road Frontage Level 1	25-30 Cuttings Per Year	26.13	775
Road Frontage Level 2	10-15 Cuttings Per Year	8.12	180
I-96 & Beck Interchange	10-15 Cuttings Per Year	21.33	650
I-96 & Novi Interchange	10-15 Cuttings Per Year	38.88	850
City Owned Vacant Lots (10 locations)	10-15 Cuttings Per Year	2.34	60
Boulevard Islands mowing/bedcare (4 locations)	25-35 Cuttings Per Year	17.83	480
Booster stations mowing/bedcare (5 locations)	25-35 Cuttings Per Year	2	30
Civic Center Mowing /Bedcare	25-35 Cuttings Per Year	4.81	150
Police Headquarters Mowing / Bedcare	25-35 Cuttings Per Year	3.91	150
Police Gun Range Mowing / Bedcare	25-35 Cuttings Per Year	0.82	50
Fire Stations #1 Mowing / Bedcare (upon request)	25-35 Cuttings Per Year	0.95	45
Fire Stations #2 Mowing / Bedcare (upon request)	25-35 Cuttings Per Year	0.37	30
Fire Stations #3 Mowing / Bedcare (upon request)	25-35 Cuttings Per Year	0.24	30
Fire Stations #4 Mowing / Bedcare (upon request)	25-35 Cuttings Per Year	1.48	50
CEMS Facility Mowing / Bedcare	25-35 Cuttings Per Year	0.83	30
Novi Road Cemetery	25-35 Cuttings Per Year	2.63	75
Knapp Cemetery	25-35 Cuttings Per Year	0.4	30
Future potential mowing areas	As requested	Per acre	30
Spring Cleanup - ponds, roads, boulevards & interchanges	1 time per year	124.29	5000
Spring Cleanup - Knapp Cemetery	1 time per year	0.4	50

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Spring Cleanup - Novi Road Cemetery	1 time per year)	2.63	150
Spring Cleanup - Booster Stations (5 locations)	1 time per year	1.75	75
Spring Cleanup - Civic Center	1 time per year	4.81	175
Spring Cleanup - Police Headquarters	1 time per year	3.91	175
Spring Cleanup - CEMS Facility	1 time per year	0.83	50
Spring Cleanup - Fire Station #1 (upon request)	1 time per year	0.95	50
Spring Cleanup - Fire Station #2 (upon request)	1 time per year	0.37	50
Spring Cleanup - Fire Station #3 (upon request)	1 time per year	0.24	50
Spring Cleanup - Fire Station #4 (upon request)	1 time per year	1.48	50
Spring Cleanup - Police Gun Range	1 time per year	0.82	50
Fall Cleanup - Knapp Cemetery	1 time per year	0.4	75
Fall Cleanup - Novi Road Cemetery	1-2 times per year	2.63	150
Fall Cleanup - Booster Stations (5)	1 time per year	1.75	100
Fall Cleanup - Civic Center	1 time per year	4.81	275
Fall Cleanup - Police Headquarters	1 time per year	3.91	275
Fall Cleanup - Police Gun Range	1 time per year	0.82	125
Fall Cleanup - CEMS Facility	1 time per year	0.83	50
Fall Cleanup - Fire Station #1 (upon request)	1 time per year	0.95	50
Fall Cleanup - Fire Station #2 (upon request)	1 time per year	0.37	50
Fall Cleanup - Fire Station #3 (upon request)	1 time per year	0.24	50
Fall Cleanup - Fire Station #4 (upon request)	1 time per year	1.48	50

Section B - Parks	Frequency	Approx. Acres	Per Cut/ Per Unit Price
Fuerst Park - Mowing	25-35 Cuttings Per Year	6.75	150
Fuerst Park - Spring Cleanup (upon request)	1 time per year	6.75	150
Fuerst Park - Fall Cleanup (upon request)	1 time per year	6.75	150
Villa Barr Art Park - Mowing	25-35 Cuttings Per Year	2.68	80
Villa Barr Art Park - Spring Cleanup (upon request)	1 time per year	2.68	135
Villa Barr Art Park - Fall Cleanup (upon request)	1 time per year	2.68	135

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Pavilion Shore Park - Mowing	25-35 Cuttings Per Year	11	250
Pavilion Shore Park - Spring Cleanup (upon request)	1 time per year	11	250
Pavilion Shore Park - Fall Cleanup (upon request)	1 time per year	11	250
Rotary Park - Mowing	25-35 Cuttings Per Year	2.68	70
Rotary Park - Spring Cleanup (upon request)	1 time per year	2.68	70
Rotary Park - Fall Cleanup (upon request)	1 time per year	2.68	70
Brookfarm Park - Mowing	25-35 Cuttings Per Year	4.48	100
Brookfarm Park - Spring Cleanup (upon request)	1 time per year	4.48	100
Brookfarm Park - Fall Cleanup (upon request)	1 time per year	4.48	100
Villagewood Park - Mowing	25-35 Cuttings Per Year	3.32	50
Villagewood Park - Spring Cleanup (upon request)	1 time per year	3.32	50
Villagewood Park - Fall Cleanup (upon request)	1 time per year	3.32	50
Lakeshore Park - Mowing (upon request)	25-35 Cuttings Per Year	14.39	275
Lakeshore Park - Spring Cleanup (upon request)	1 time per year	14.39	275
Lakeshore Park - Fall Cleanup (upon request)	1 time per year	14.39	275

Section C - Gateway Signs (15 locations)	Frequency	Approx. Sq. Ft.	Total Price (all locations)
Bedcare/weeding	10-15 times per year	4,305	60 per bed
Spring Cleanup	1 time per year	4,305	40 per bed
Fall Cleanup	1 time per year	4,305	60 per bed

Section D - Materials Only (labor included in General Labor Services)	Frequency	% Markup (over cost) based on list price
Seed (Per lb. delivered)	As Requested	10%
Sod (Per Yard delivered)	As Requested	10%
Top Soil (Per Cu. Yd. delivered)	As Requested	10%
Flowers - annuals (per flat)	As Requested	10%
Premium Dk Brown Dyed Enviro-Mulch (Per Yd. Delivered)	As Requested	10%

SCHEDULE A

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Section E - Hourly Labor	Frequency	Hourly Rate
General Labor Services	As requested	30

Alternate #1 - Novi Ice Arena	Frequency	Approx. Acres	Per Cut/ Per Unit Price
Mowing / Bedcare	25-35 Cuttings Per Year	3.43	140
Lawn fertilization	2 times per year	3.43	375
Spring cleanup	1 time per year	3.43	250
Fall cleanup	1 time per year	3.43	250

Alternate #2 - Ordinance Mowing	Frequency	Approx. Acres	Per Cut/ Per Unit Price
Mowing	Min. 2 cuttings per year	less than 1 acre	45
Mowing	Min. 2 cuttings per year	1-2 acres	70
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	30
Weed Whip lots not accessible with mower	Min. 2 cuttings per year	less than 1 acre	63

Alternate #3 - Novi Public Library	Frequency	Approx. Acres	Per Cut/ Per Unit Price
Mowing / bedcare (includes bioswales)	25-35 Cuttings Per Year	3.88	125
Lawn fertilization	2 times per year	3.88	230
Spring cleanup	1 time per year	3.88	125
Fall cleanup	1 time per year	3.88	125

Alternate #4 - Fertilization (upon request)	Frequency	Approx. Acres	Per application
Civic Center	2 times per year	4.81	375
Police Headquarters	2 times per year	3.91	375
Fire Stations #1	2 times per year	0.95	65
Fire Stations #2	2 times per year	0.37	65
Fire Stations #3	2 times per year	0.24	65
Fire Stations #4	2 times per year	1.48	65

CEMS Facility	2 times per year	0.83	40
Booster Stations (5)	2 times per year	1.75	90
Field Services Complex	2 times per year	1.34	70
Police Gun Range	2 times per year	0.82	40
12 Mile Boulevards	2 times per year	13.08	850
Main Street (City maintained)	2 times per year	0.12	75
Cranbrooke & Villagewood Blvds	2 times per year	4.63	200
Fuerst Park	2 times per year	6.75	50
Lakeshore Park	2 times per year	14.39	200
Brookfarm Park	2 times per year	4.48	220
Rotary Park	2 times per year	2.68	130
Pavilion Shore Park	2 times per year	11	500
Villa Barr Art Park	2 times per year	2.68	130

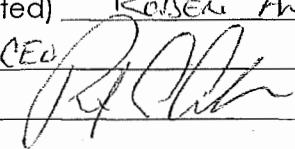
Firm Price Guarantee

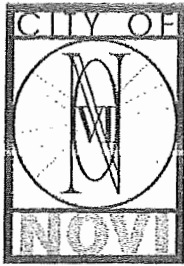
Prices stated herein will remain valid for term of contract and all renewals.
No fuel surcharges will be allowed for the duration of the contract and renewals.

We acknowledge the following addenda: #1 _____
(please list numbers)

Comments / Exceptions: _____

THIS PROPOSAL SUBMITTED BY:

Company Name B+B LANDSCAPING
 Address 5392 PLEASANT HILL DR
 City, State, Zip FELTON ME 48430
 Phone 810-632-6061 Fax 517-521-3127
 Agent's Name (printed) ROBERT ANTON
 Agent's Title CEO
 Agent's Signature 
 Date 2/17/14



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: B+B LANDSCAPING
 Address: 5392 PLEASANT HILL DR
 City: FENTON State: MI Zip: 48430
 Telephone Number: 810-632-6061 Fax Number: 517-521-3127
 Representative's Name (please print): ROBERT ANTON
 Representative's Title: CEO
 Email Address: BBLANDSCAPING1@YAHOO.COM
 Web Site: N/A

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

	Please indicate Yes or No
Section A through E (all)	YES
Alternate #1 - Novi Ice Arena	YES
Alternate #2 - Ordinance Mowing	YES
Alternate #3 - Novi Public Library	YES
Alternate #4 - Fertilization	YES

2. Type of Organization: (Circle One)

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

3. Year firm established: 1975

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 30

Anticipated part-time/seasonal employees 15

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.

LANDSCAPING, MOWING, TREE PLANTING, FLOWER PLANTING
FERTILIZATION, BRICK PAVES IRRIGATION INSTALLATION,
IRRIGATION REPAIR, STARTUP AND SHUT DOWN, FIELD MOWING
SHRUB MAINTENANCE, MULCH, SOIL SEEDS, Ponds, SNOW PLANNING,
SNOW REMOVAL

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).

BIB HAS BEEN IN BUSINESS FOR OVER 30 YEARS. IN THAT
TIME WE HAVE WORKED WITH NUMEROUS MUNICIPALITIES
SOME OF THESE MUNICIPALITIES ARE LISTED ON OUR
REFERENCE SHEET. NO ONE MUNICIPALITIES IS THE SAME
AND WE HAVE WORK WITH EACH ONE TO MAINTAIN
THEIR QUALITY AND EXPECTATIONS. EACH CONTRACT WAS
MOUNTED WEEKLY AND ON A SET SCHEDULE

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

BIB IS MORE THAN CAPABLE OF COMPLETING THIS
CONTRACT ON TIME AND TO THE CONTRACT SPECIFICATIONS.
WE UNDERSTAND THE COMMITMENT IT TAKES TO ACHIEVE
THE GOAL THE CITY IS LOOKING FOR. BIB WAS AWARDED
THIS CONTRACT IN THE PAST AND KNOW THE HOURS
AND MANPOWER IT TAKES TO COMPLETE THE CONTRACT.
WE ARE ALSO FINANCIAL CAPABILITY TO CARRY OUT THE TERMS
OF THE CONTRACT

11. Identify those in your firm who would be responsible for this contract, including on-site supervision, and submit copies of their certifications (i.e. ISA arborist certification, CLT Technician). Include educational background of principals and those who will be working on the project. Attach additional sheets, if necessary.

SEE ATTACHED SHEET

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

73 CLIENTS HAVE SERVICE THAT YOU ARE ASKING FOR.

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 SEE ATTACHED SHEET
Address _____
Phone _____ Contact name _____
Work done/dates _____

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

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

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

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

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. *SEE ATTACHED SHEET*

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).

WHEN AWARDING THE CONTRACT WE WILL SIT DOWN WITH THE CONTRACT ADMINISTRATOR AND PUT TOGETHER A SCHEDULE. WE WILL SUPPLY SUFFICIENT MANPOWER AND EQUIPMENT TO COMPLETE A SINGLE CUTTING OF ALL PROPERTIES IN ONE WEEK. FOR EXAMPLE WE WILL MOW ALL OF DOWNTOWN ON MONDAY THEN THE SCHEDULE WILL BE MADE FOR DOWNTOWN TO BE MOWED

EVERY MONDAY. THE SAME CREW WILL MOW EACH WEEK
SO THEY ARE FAMILIAR WITH ALL ASPECTS OF THE CONTRACT
WE WILL ALSO SEND AN EMAIL NO LATER THAN 9:00AM OF THE
WORK THAT WAS COMPLETED THE DAY BEFORE.

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

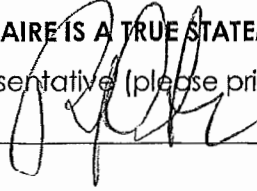
19. Provide a description of your company's philosophy (including what standards you use) relative to lawn care and landscaping.
OUR COMPANY PHILOSOPHY IS THAT OUR CUSTOMER IS OUR GREATEST ASSET. WE FEEL THAT WE ARE AN EXTENSION OF THE CITY. THE QUALITY OF WORK NOT ONLY REFLECTS ON THE CITY BUT ALSO BTRB. OUR GOAL IS TO MAKE THE CITY OF ADLI THE BENCHMARK FOR ALL OTHER MUNICIPALITIES TO LOOK UP TO.

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

20. Provide any additional information you would like to include which may not be included within this Questionnaire. You may attach additional sheets.
WE HAVE TWO OFFICES ONE IS LOCATED AT 26855 TART RD NOVI MI AND THE MAIN OFFICE IS AT 5392 PLEASANT HILL DR FENTON, MI.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Authorized Company Representative (please print): ROBERT ANTON

Representative Signature: 

Date 2/17/14

B & B Landscaping Inc.

FOR ALL YOUR OUTDOOR NEEDS

Email: bblandscaping1@yahoo.com

26855 Taft Rd
Novi, MI 48376
Phone/Fax: (734)-326-6719

5392 Pleasant Hill Dr.
Fenton, MI 48430
Phone/Fax: (810)-632-6061

References

City of Canton Abe Vinitiski 734-777-3087	Mowing of City Properties and Baseball Fields, Parks and Cemeteries
City of Novi Benny McCusker 248-735-5652	Mowing of City Parks, Cemeteries, Boulevards, Weed Lots, Mowing Downtown Properties, Irrigation.
City Of Dearborn Greg Kreza 313-917-7448	Mowing of City Properties, Boulevards, Baseball Fields, Soccer Fields and City Parks, Vacant Lots
Wayne County Mark Wanderski 734-968-9212	Mowing Boulevards and Highway mowing in Wayne County
City Of Wayne Dan Hammond 734-721-8600	Mowing of City Properties, Weed Lots, Boulevards, Baseball Fields, Soccer Fields and City Parks
City Of Troy Ron Hynd 248-680-7293	Mowing of City Properties and Boulevards
MDOT Oakland County Ahmad Azmoudeh 248-431-4749	Mowing of State Properties, Right of Ways and Freeway Mowing
U S Foods Rob Krank 765-398-4223	Mowing, Field Mowing, Landscaping, Flower and Tree Planting, Mulch, Irrigation
Vista Properties Kathy Hogan 810-523-4576	Mowing Apartment Buildings, Strip Malls and Office Buildings, Vacant Lots

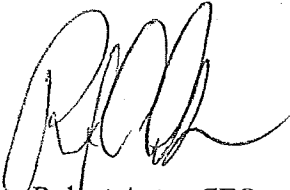
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To Whom It May Concern

B&B Landscaping does not have any past, present, or pending litigation with an owner, any business, or individual . We do not have any existing client relationships that currently or prospectively may rise to conflicts of interest and disqualification as governed by codes of rules of professional responsibility and conduct



Robert Anton CEO

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Riding Mowers

- 3) 2013 Exmark 72 Inch
- 2) 2007 Toro 60 Inch
- 3) 2009 Toro 72 Inch
- 2) 2010 Bunton 60 inch
- 4) 2011 Exmark 72 inch
- 2) 2005 HR 5111 Jacobson 11.5 Ft
- 1) 1999 Ford 5610 Tractor/ 15 ft. Mower
- 1) 2004 Ford 7710 Tractor/ 6 ft Side Mower
- 1) 2002 Ford Tractor 5640/ 15 ft. Mower
- 1) 2007 Ford T100A Tractor/ 15 ft. Mower
- 8) 2010 Ford TD5050 Tractor/ 15 ft. Mower

Walk Behind Mowers

- 2) 2009 Bunton 60 inch
- 2) 2011 Exmark 60 inch

Edger's & Trimmers & Blowers

- 8) Shindaiwa Stick Edger's
- 35) Shindaiwa T-230 Trimmers
- 10) Redmax Blowers

Extra Equipment

- 25) Trucks with Plows and Salter's
- 6) Landscaping Trailers
- 4) Skid Steers with Pushers
- 4) Loaders with Pushers
- 4) 5-7 Yd Dump Trucks with Plows and Salter's
- 1) 7yd Dump Truck with underbelly blade/Salter's
- 20) Snow Blowers

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bblandscaping1@yahoo.com

P.O. Box 405
Wayne, MI 48184
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Fenton, MI 48430
Phone/Fax: (810)-632-6061

KEY PERSONNEL:

Robert Anton- Owner/ Operator with 35 years experience in all phases of landscaping work. His experience includes Boulevard Mowing, Roadside Mowing, Flat Mowing, and Weed lot mowing. Property Management, Irrigation, Planting Trees ,Flowers, Mulch, Municipality Mowing, State Mowing, County Mowing, Ponds Brick Pavers

Matthew Sedlak- Forman with 18 years experience in landscaping. His experience includes Boulevard Mowing, Roadside Mowing , Property Management, Municipality Mowing. Tree and Flower planting, Mulch, Shrub Maintenance, Irrigation start up and shut down.

Adam Anton – Leader 10 years experience in all phases of mowing for Municipality, State , County. He has experience in Tree Planting, Flower Planting, Irrigation, Mulch, Shrub Maintenance.

Arron Ferguson – Forman with 12 years experience in Property Management, Apartment and Condo Maintenance, Municipality Management

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Equal Employment Opportunity Statement

B & B Landscaping provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, amnesty, height, weight, misdemeanor arrest record or status as a covered veteran in accordance with applicable federal, state and local laws. B & B Landscaping complies with applicable state and local laws governing non-discrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, and transfer, leaves of absence, compensation, and training.

B & B Landscaping expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status. Improper interference with the ability of B & B Landscaping employees to perform their expected job duties is absolutely not tolerated.



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
Mandatory Pre-proposal Meeting	Thursday, February 6, 2014 at 10:00 A.M. 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
Response Due Date	Thursday, February 20, 2014 by 2:00 P.M.
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. Any addendum issued by the City shall become part of the RFP and shall be taken into account by each proposer in preparing their proposal. Only written addenda are binding. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on proposal form.

SUBMISSION OF PROPOSALS

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

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

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

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

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

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

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

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

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

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

USE OF THE CITY LOGO IN YOUR PROPOSAL IS PROHIBITED.

CONSIDERATION OF PROPOSALS

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

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

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

RESPONSIVE PROPOSALS

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

EXCEPTIONS

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

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

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered. The City reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest proposer, waive any irregularities or informalities or both, to reject any or all proposals, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi.

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

SELECTION PROCESS

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

PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated and ranked using the following criteria:

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

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

GENERAL CONDITIONS

INSURANCE

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

TAX EXEMPT STATUS

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

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

FREIGHT CHARGES/SHIPPING/HANDLING

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

DOWN-PAYMENTS OR PRE-PAYMENTS

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

CONTRACT TERMINATION

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

TRANSFER OF CONTRACT/SUBCONTRACTING

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

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

LAWN CUTTING SPECIFICATIONS

General Facilities Mowing (Includes Bed Care)

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

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

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

Details:

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

10. Concrete to grass areas shall receive an edge with a vertical type edger with blade every other cut.

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

Bed Maintenance shall be performed the day before, or the day of mowing in order to be eligible for payment.

A. Trees, Shrubs and Woody Perennials

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

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

B. ~~Herbaceous Perennials, Ornamental Grasses, and Annuals~~

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

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

C. Bed Care (includes Gateway Sign beds)

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

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

General Road Frontage & Boulevard Islands (includes bedcare, as indicated on Fee Proposal Form)

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

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

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

Details:

1. All areas to be cut shall be first cleaned (spring clean-up) prior to cutting - see detail in Spring Cleanup section.
2. Rotary mowers shall be used for all cuttings with an average height of cut to be no less than three inches and no greater than four inches.
3. The size and style of the mower shall vary with the area to be cut; the Director of Public Services or their designee will have the authority to determine what type is used in each area.
4. All rotary mower blades shall be sharp and set to the same height.
5. All areas to be cut shall be done so to have a finished professional look. Depending on the frequency, double cutting may be necessary. Some grass clipping accumulation may be accepted, but the Director of Public Services, or their designee will determine what the level of acceptance is.
6. No weed whips shall be used around non mulched tree bases. This does not negate trimming responsibilities.
7. All areas not able to be mowed by rotary mowers shall be trimmed with nylon string trimmers (weed whips). The heights of these cuts will be consistent with rotary height.
8. All areas that are mowed and abut any hard surface shall have the excess clippings removed or "blown" off of these surfaces immediately after the cutting.
9. Removal of any and all debris within the mowing area including but not limited to brush, small tree limbs etc.
10. May include bedcare. Locations where bedcare is required are clearly identified on Fee Proposal Form. Bedcare specifications can be found in the General Facilities Mowing section.
11. Removal of all organic material on ground, growing into the area, and/or creating an obstruction.

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. Harrell's representative is Doug Johanningsmeier at 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)

SPRING & FALL CLEAN-UP SPECIFICATIONS

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

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

Spring Cleanup:

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

Fall Cleanup Details:

1. Contractor may not invoice for both a fall cleanup charge and a mowing charge for this work.

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

Mulch (As Requested):

1. Type
Premium Dark Brown Enviro-Mulch - Made from 100% Sustainable-Green fiber sources double ground Mulch that is dyed dark brown with an environmentally safe dye
2. Quantity
The amount (thickness) of mulch to be added shall be determined by the Parks and Forestry Asset Manager. All existing tree circles and planting bed areas that have a mulch base now shall be included. Previous year's mulch to be thinned and discarded or redressed as outlined in the standards. Note: It is critical that no new mulch be placed against the trunks of existing trees & plants. This will be checked on a random basis prior to final payment. Contractor will be held liable for any trees or plants that suffer or die due to excessive mulch covering the trunks.
3. Edging
Prior to any mulch installation, planting beds shall receive a fresh cut edge. This shall be performed either by hand or mechanically. All edges shall be a minimum of three (3) inches in depth. No machine edging around tree circles but can be chemically edged if needed with approval from the Director of Public Services, or the Parks and Forestry Asset Manager or their designee. All excavated material shall be removed and taken off property. Note: When new mulch is installed, it is critical that it does not exceed the new edge and encroach upon the grass.
4. Time Frame
The Contractor must give a starting date and an ending date. Consideration will be given for weather. Contractor may not go beyond the ending date by more than 1 week without written permission from the 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.



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 to 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.



CITY OF NOVI

LAWN AND LANDSCAPE MAINTENANCE SERVICES

ADDENDUM #1

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

RESPONSE: The Contractor shall verify receipt of this Addendum on the Fee Proposal Form.

CONTENTS: Included in this Addendum are three (3) pages of written addenda description.

CLARIFICATIONS:

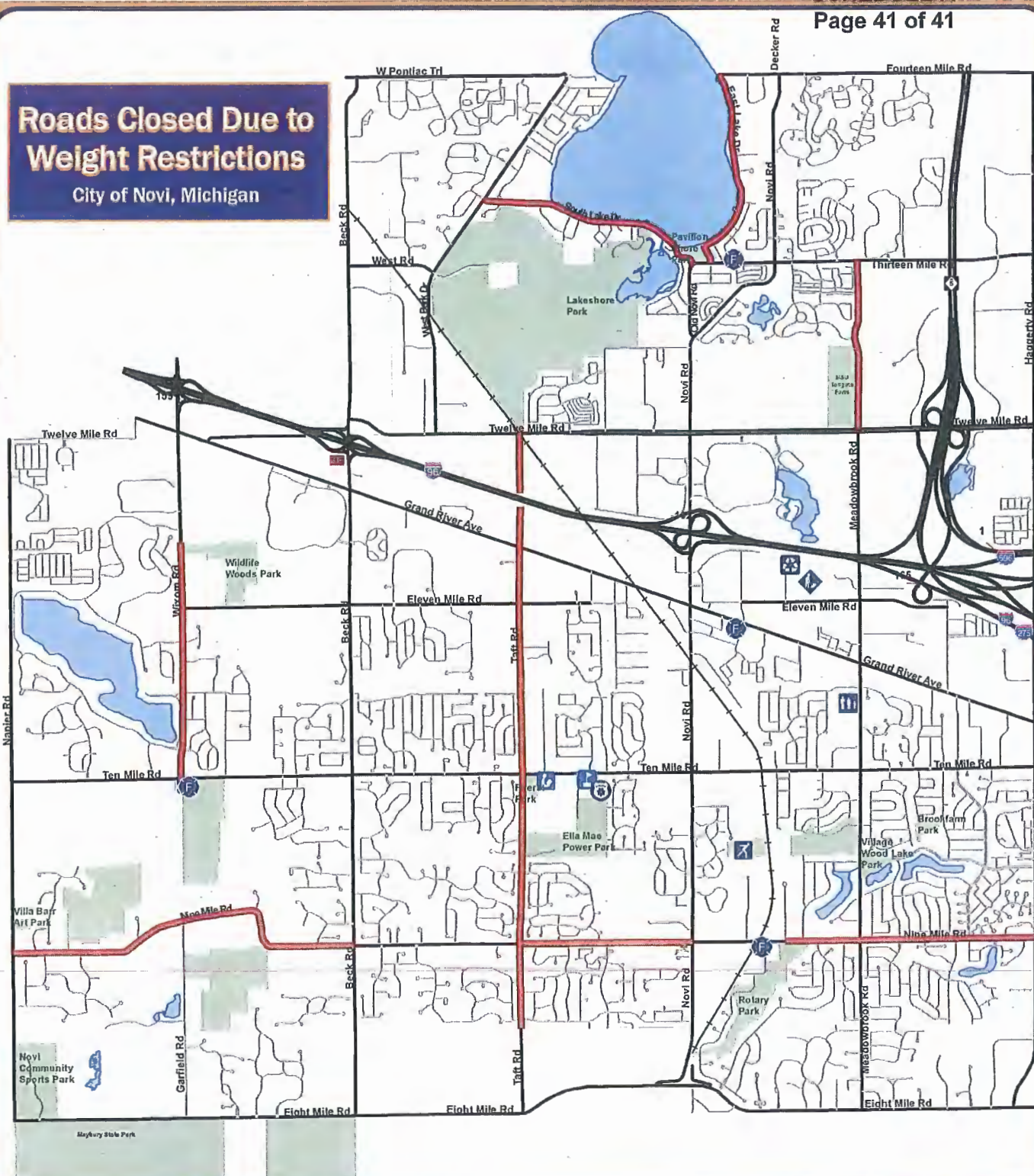
1. The City of Novi will provide a location at the DPS Field Services Facility for the contractor to dispose of organic debris only (i.e. grass clippings, leaves, sticks, etc.). The contractor is responsible for disposing of trash, such as paper or any other inorganic material.
2. A map of the Restricted Commercial Vehicle Routes is included as part of this addendum. These sections of roadway are closed to commercial thru traffic. You may drive on these sections of road only at the time you are mowing a location within that particular section. At no time will the contractor drive more than a one (1) mile distance on a restricted road. For a poster-sized map with additional details, contractors can check our Map Gallery:
<http://cityofnovi.org/Community/PDFMaps/RoadwayWeightClassifications.pdf>
3. The pre-proposal meeting was mandatory and all potential proposers were required to sign in before the meeting began. If you came into the meeting after it began, the City will not open or consider your proposal.

Sue Morianti
Purchasing Manager

Notice dated: February 12, 2014

Roads Closed Due to Weight Restrictions

City of Novi, Michigan



Map Author: Kerl Blough
 Date: February 6, 2014
 Project: Restricted Roads
 Version #: 1.0

MAP INTERPRETATION NOTICE

Map information is provided by our staff and is subject to change without notice. This map was prepared by our staff and is not intended to be used as a legal document. The City of Novi is not responsible for any errors or omissions. The City of Novi is not responsible for any damage or injury resulting from the use of this map. Please contact the City of Novi for more information and accuracy information related to this map.

Map Legend

- Civic Center
- DPS
- Fire Station
- Ice Arena
- Library
- Meadowbrook Activities Center
- Police Station
- Recycling
- City B-Closed Roads
- Freeway
- Major Streets
- Minor Streets
- Railroad
- Lake
- Parkland
- City of Novi
- Novi Township



City of Novi

Department of Public Services
 Field Operations Division
 26300 Lee BeGole Drive
 Novi, MI 48375
 cityofnovi.org

