



cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item F
April 7, 2008

SUBJECT: Approval to award the 2008 landscape contract for service at Meadowbrook Commons to Absolute Outdoor Service, the low bidder, in the amount of \$24,000 and the fertilization contract to Weed Man, the low bidder, in the amount of \$3,000.

SUBMITTING DEPARTMENT: Parks, Recreation & Forestry

CITY MANAGER APPROVAL

BACKGROUND INFORMATION:

Meadowbrook Commons management group, KMG Prestige, (Keystone Management Group) obtained five written bids for landscape services consisting of weekly mowing, spring-fall clean-up, and trimming trees and shrubs. Staff reviewed the bids and investigated jobs performed by Absolute Outdoor Service and Weed Man and are satisfied they can meet our quality standards.

In addition, Absolute will provide and plant at no additional cost, 30 flats of flowers. Absolute Outdoor Service has been contracted for snow removal with Meadowbrook Commons over the past two years. In addition, their performance has proven to be reliable and has produced good results.

Weed Man will be contracted specifically for the fertilization which includes 6 applications of fertilizer from early spring through late fall.

Please reference the attached documents for more detailed bid information.

RECOMMENDED ACTION: Approval to award the 2008 landscape contract for service at Meadowbrook Commons to Absolute Outdoor Service in the amount of \$24,000 and the fertilization contract to Weed Man in the amount of \$3,000.

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

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



March 18, 2008

To: Randy Auler
Kathy Smith-Roy

Re: Summary of Lawn maintenance Bids for 2008

KMG Prestige has obtained five written bids for lawn maintenance and three bids for fertilization at Meadowbrook Commons for the 2008 Season. Both contractors are the lowest bidder and a copy of their bids are enclosed. Our recommendation is to award this year's contract to Absolute Outdoor Services and Weed Man for the following reasons:

1. Absolute Outdoor Services was the contractor for snow removal for two seasons and did an excellent job. References were contacted and they received high recommendations for snow removal and lawn maintenance. We are confident they will maintain the same quality of work we expect at Meadowbrook Commons and are recommending they receive the lawn maintenance contract.
2. Weed Man is the lowest bidder for lawn fertilization. We required five applications from all bidders. Weed Man will give us 6 applications at a lower rate than the other contractors. They have been used by this staff at other properties and have been very dependable. KMG Prestige would like to award the lawn fertilization contract to Weed Man.

Sincerely,

MEADOWBROOK COMMONS


Roberta DeWitt
Community Manager

RAD/b



LAWN MAINTENANCE CONTRACT

This Contract made on this 1st day of April, 2008 by and between Meadowbrook Commons (legal name) commonly known as Meadowbrook Commons Apartments, hereinafter referred to as **OWNER**, and Absolute Outdoor Services, hereinafter referred to as **VENDOR**, whose Federal Identification Number is 38 36 32 9 62 and whose address and telephone number for purposes of notice under this contract is 3250 Old Farm Lane Suite 3, Commerce, MI. 48390 (248) 889-4273 hereby enter into this contract for **lawn maintenance service**, subject to the following terms and conditions:

SECTION I. Term - This contract shall begin on April 1, 2008 and terminate on and including November 30, 2008, subject to premature termination provisions hereinafter set forth in Sections IV and VII of this Contract.

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

SECTION III. Scope of Services to be performed

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

- H. Vendor shall have no claim against the Owner or Managing Agent for damage to their equipment or injury to the Vendor, its agents, employees or other individuals under its control.
- I. Vendor shall have no claim against the Managing Agent for payment of services, the Owner being solely liable for the payment of services rendered under this contract.
- J. *Spring Clean up:*
1. Remove all debris (sticks, paper, leaves, and garbage) from turf areas, tree and shrub beds, parking areas, carports and sidewalks. The entire grounds shall be clear of all prior year foliage. This service shall be completed in the month of April, at a cost of 1300⁰⁰.
- K. *Mowing, Trimming and Edging of Lawn Area:*
1. Mow, trim and edge the entire lawn area at the above location for the duration of the cutting season.
 2. The cutting season shall commence in April 15th and shall continue through October 31st. Service before or beyond this time frame shall require approval by the Regional Property Manager.
 3. The cutting season shall be based on a per cut cost of 650⁰⁰. The maximum amount of cuttings shall be 26. In the event that the Site Manager requests weekly cutting not be performed, due to dry conditions, contractor shall not bill for that week. A season of less than 26 cuttings will constitute a reduction in the contract price. If conditions dictate additional cuttings beyond 26, the Regional Manager must approve this service.
 4. All lawn areas shall be mowed with rotary mowers.
 5. After each cutting, clippings shall be removed from all concrete and asphalt areas including, but not limited to, sidewalks, porches, driveways, carports and planter beds.
 6. Lawns will be edged weekly. This includes all areas where concrete meets grass.
 7. Stone guards will be in place on all mowers during operation.
 8. Trimming is to be accomplished weekly with nylon string machines. Contractor is to trim all grass and weeds, which can not be accessed with the mowers in areas such as, fences, buildings, parking lots, patio porches, near air conditioners, and gas / electric meters. It is management's intention that all grass and weeds on the entire property be trimmed and included in this contract.
 9. Tree suckers that sprout-up in beds are to be string trimmed at each cutting.
- L. *Gardening:*
1. All shrub and planter beds shall be weeded and cleaned.
 2. Soil will be turned at a depth of two (2) inches if beds are not chipped or other suitable groundcover is in place.
 3. A pre-emergent shall be applied to create a weed control barrier. There shall be a distinct edge to all tree wells and planter/shrubbery beds.
 4. All debris accumulated will be removed from the site.
 5. Gardening service will be performed twice per year at a cost of 1500⁰⁰ per service. The initial service will be in the month of May and second service will be in the month of August.
- M. *Trees and Shrubs Pruning and Trimming:*
1. Trees and shrubs will be trimmed and pruned, up to ten feet (10) to maintain a natural size and shape.
 2. Existing ornamented plant material will be maintained to preserve uniqueness and plant health.
 3. All debris accumulated will be removed from the site.
 4. Trimming shall be performed twice per year at a cost of 1200⁰⁰ per service. The initial service will be in the month of May and second service will be in the month of August.
- N. *Lawn Fertilization Program:*
1. Four (4) fertilizations will be applied over the duration of the cutting season.
 2. One pre-emergent crabgrass application shall be applied in April, at a cost of _____.
 3. A broadleaf weed control fertilizer will be applied twice, in June and August, at a cost of _____ per service.
 4. One Weed and Feed fertilization will be applied in October, at a cost of _____.
- O. *Tree and Shrub Insecticide/Fertilization Applications:*
1. One tree insecticide will be applied to all trees and shrubs in the month of May, for leaf chewing insects, at a cost of _____.

P. Round up Applications:

1. All weeds in concrete and asphalt areas, will be treated with a contact weed killer by a licensed technician. This service will be completed three times per season, June, July, and September, at a cost of 400⁰⁰ per service.

Q. Fall Clean up:

1. One fall clean up shall be performed after the final cutting of the season when a minimum of 80% of leaves has fallen. All leaves and debris shall be removed from planter beds, sidewalks, streets, lawns, and the entire property, at a cost of N/A.

R. Services Available Upon Request:

1. Mulch installation at 50⁰⁰ per cubic yard.
2. Flower installation at 20⁰⁰ per flat.

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

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

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

SECTION V. Indemnification

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

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

Service	Per unit cost	Maximum allowable	Est. Total cost
Spring Clean-up	_____	<u>1</u>	<u>1300⁰⁰</u>
Lawn Mowing, Trimming, edging	_____	<u>26</u>	<u>16,900⁰⁰</u>
Gardening	_____	<u>2</u>	<u>3,600⁰⁰</u>
Tree and shrub Pruning	_____	<u>2</u>	<u>2400⁰⁰</u>
Tree and shrub Insecticide	_____	<u>1</u>	<u>N/A</u>
Round up applications	_____	<u>2</u>	<u>800⁰⁰</u>
Total potential cost			<u>24,400⁰⁰</u> **
**Estimate only			

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

 P. O. Box 30316, Lansing, MI 48909

 X Property address: 25075 Meadowbrook Road, Novi, MI 48375

SECTION VII. Premature Termination – Failure to Perform as Agreed. The Owner may at its sole discretion terminate this Contract at any time after default by the Vendor in the performance

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

2-4-08
Dated

Absolute Outdoor Services
Vendor
BY: [Signature]
ITS: Todd Shalley

Dated

Owner
BY: _____
ITS: Managing Agent Representative

**2008 Lawn Fertilization Program
Meadowbrook Commons**

Contractor	Total
Fertilizer Plus	\$4,675.00
True Green	\$3,800.00
Weed Man	\$3,000.00



41169 Vincentl Ct., Novi, MI 48375
248-477-4880
 Fax: 248-442-9682
 www.ericoservices.com
 www.weedmanusa.com

An Operationally Excellent Company

Date: 01-16-08
 Rep: Kinda M

COMMERCIAL SERVICE AGREEMENT

Billing Name Meadowbrook Commons Name _____
 Billing Address 25075 Meadowbrook Road Address _____
 City Novi Zip 48375 City _____ Zip _____
 Contact Bob Bayle Ph 248-755-5694 Contact _____ Ph _____
 Travel Directions _____
 Email Address _____

LAWN CARE				TREE & SHRUB CARE			
Program Overview				Program Overview			
Treatment Season	Objective	What is Applied		Treatment Season	Objective	What is Applied	
Early Spring	Stimulate healthy root development, new growth and color/prevent weedy grasses from emerging.	Fertilizers/Crabgrass Controls/Surface Insect Controls (as needed).	\$ 500.00	Early Spring	Control overwintering insects.	Dormant Oil	\$
Late Spring	Maintain color/ build turf for summer stress/control unsightly broadleaf weeds/protect from insect damage. Extends crabgrass control.	Fertilizer/Weed Controls/Surface Insect Controls (as needed). Second Crabgrass Control.	\$ 500.00	Spring Deep Root Fertilizer	Helps relieve winter stress and develops health and vigor.	Slow Release Fertilizer/ Micronutrients	\$
Early Summer	Control later emerging summer weeds/slow release fertilizer for no burn summer nourishment/protect from insect damage.	Fertilizer/Weed Controls/Surface Insect Controls (as needed).	\$ 500.00	Late Spring	Control leaf eating insects and early plant disease.	Insect/Disease Control	\$
Late Summer	Promote fall growth to recoup from summer/control broadleaf weeds.	Fertilizer/Weed Controls/Surface Insect Controls (as needed).	\$ 500.00	Summer	Control leaf eating insects and summer disease activity.	Insect/Disease Control	\$
Fall	Thicken the grass, stimulate root growth. Enhance color and help control broadleaf weeds.	Fertilizer/Weed Controls.	\$ 500.00	Late Summer	Reduce insect population ready for overwintering.	Insect/Disease Control	\$
Late Fall Winterizer	Helps develop the root system to promote winter hardiness and improve spring green color.	Balanced Fertilizer.	\$ 500.00	Fall Deep Root Fertilizer	Relieve summer stress and allow for a healthy spring growth.	Slow Release Fertilizer/ Micronutrients	\$
Annual Lawn Care Total			\$ 3000.00	Annual Tree & Shrub Care Total			\$
Additional Services				Additional Services			
Core Aeration			\$	Birch Tree Program	1) Treatment for Leaf Miner		\$
Fungicide		\$	2) 2nd Treatment and/or inspection			\$	
Vegetation Control/Curb Appeal		\$	3) Deep Root Fertilization			\$	
Insect Control		\$		Mole Control		Initial Service	\$
						Per Month	\$
Comments: <u>Price reflects a 10% discount for being a preferred customer</u>							

Yordak

Acct. Rep.

Customer Signature/Date