CITY of NOVI CITY COUNCIL



Agenda Item D April 5, 2010

SUBJECT:

Approval to award the Summer Landscape and Winter Snow Removal agreement for Meadowbrook Commons to Great Oaks Maintenance, the lowest qualified bidder, in the amount of \$24,350.00.

SUBMITTING DEPARTMENT:

CITY MANAGER APPROVAL

EXPENDITURE REQUIRED	\$24,350
AMOUNT BUDGETED	\$26,750
APPROPRIATION REQUIRED	\$24,350
LINE ITEM NUMBER	594-000.00-941.000

BACKGROUND INFORMATION:

KMG Prestige management group requested and received (53) fifty-three bids for landscape and snow removal services which consist of weekly mowing, spring-fall cleanup, trimming, snow removal and salting at Meadowbrook Commons. Staff reviewed all the bids to determine if they met specifications and determined that the four lowest bidders did not meet the specifications. The lowest qualified bidder is Great Oaks Maintenance which meets the specifications and currently provides the service for Meadowbrook Commons. Their work has met quality standards and they have proven to be reliable.

The bld award is for a one year contract with 2 annual renewal options beginning in 2010. Staff recommends awarding the bld to Great Oaks Maintenance.

A bid tabulation sheet and agreement are attached.

Of the five companies that submitted qualified proposals, Great Oaks Maintenance had the highest staff review score and met all requirements. The review process consisted of three components:1) Number of employees; 2) Location of business; and 3) Equipment list.

Company	Staff Review Score	Proposal Rank
Great Oaks Maintenance	46	1
Owens Landscaping	18	2
Faulkner Outdoor Services	18	3
xecutive Property Maintenance	10	4
Evergreen	0	5

RECOMMENDED ACTION:

Approval to award the Summer Landscape and Winter Snow Removal agreement for Meadowbrook Commons to Great Oaks Maintenance, the lowest qualified bidder, in the amount of \$24,350.00.

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

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

2010-2011 MBC Snow-Lawncare Bid Tab

_	A	В	C	D	<u> </u>
1	Vendor	Lawn Maintenance	Snow Removal	Contract Total	Notes
2	TruGreen	<u>\$0.00</u>	\$10,515.00	\$10,515.00	No lawncare total included
3	Evergreen Exteriors Inc.	\$13,408.00	\$4,868.00	\$18,276.00	
4	Owens Landscaping	\$15,280.00	\$8,200.00	\$23,480.00	Snow includes plowing and Rd. salting only
5	Faulkner Outdoor Services	\$13,682.00	\$10,200.00	\$23,882,00	
6	Executive Property Maintenance	\$20,760.00	\$3,400.00	\$24,160.00	
7	Great Oaks Maintenance	\$15,600.00	\$8,750.00	\$24,350.00	
8	Suburban Landscape Management	\$15,515.00	\$10,300.00		
9	Marion's Lawn Care, LLC	\$19,460.00	\$8,200.00	\$27,660.00	Includes just plowing of parking lot
10	Paradise Lawn and Landscaping Co.	\$14,000.00	\$14,000.00	\$28,000.00	······································
11	Landscape Concepts Management	\$18,416.00	\$9,600.00	\$28,016.00	
	Teddy's Lawns and Landscape, Inc.	\$22,695.00	\$5,530.00		Salt not included
	Mike's Clean Cut Landscaping, LLC	\$15,964.00	\$13,948.00	\$29,912.00	
14	Great Lakes Landscaping	\$17,197.00	\$13,855.00	\$31,052.00	
15	The Brickman Group, LTD.	\$18,821.00	\$12,356.00	\$31,177.00	
16	LPC Landscape Services	\$28,480.00	\$3,000.00	\$31,480.00	
	Green Meadows Lawnscape, Inc.	\$18,100.00	\$13,900.00	\$32,000.00	
	Davey Commercial Grounds Management	\$20,732.00	\$11,626.00	\$32,358.00	
	O'Dea Lanscaping	\$17,950.00	\$14,500.00	\$32,450.00	· · · · · · · · · · · · · · · · · · ·
20	Frank's Landscaping & Interlocking Brick	\$18,563.00	\$14,449.00	\$33,012.00	
	Michigan Outdoor Service & Construction, Inc.	\$19,820.00		\$33,770.00	
22	Cut-N-Care, Inc.	\$17,075.00	\$17,040.00	\$34,115.00	
23	Perfection Site Service	\$20,432.00		\$34,932.00	
	Troy Clogg Landscape	\$30,950.00	\$4,780.00	\$35,730.00	
	Panoramic Landscaping, Inc.	\$21,959.00	\$14,200.00	\$36,159.00	
	Abraham's Landscaping	\$18,986.34	\$17,500.00	\$36,486.34	· · · · · · · · · · · · · · · · · · ·
	whcanoncompany	\$18,100.00	\$18,560.00	\$36,660.00	
	Allor's Outdoor Services	\$22,005.00		\$36,855.00	
29	C. Mark Services	\$31,570.00		\$37,570,00	
30) Grass Groomers, Inc.	\$19,952.00	\$17,872.00	\$37,824.00	
	Total Lawn Care	\$33,700.00		\$37,860,00	
	Michigan Outdoor Service	\$20,230.00	\$17,800.00	\$38,030.00	
	United Lawnscape, Inc.	\$24,451.00	\$13,973.00	\$38,424.00	
	Grace Landscape Management	\$22,480.00		\$38,430.00	
	Breen's Landscape and Supply Center	\$31,100.00		\$38,600.00	

Page 1

ţ

2010-2011 MBC Snow-Lawncare Bid Tab

.

•

A	B	C	D	E
36 LaFountaine & Sons Landscaping	\$22,782.00	\$17,905.00	\$40,687.00	
37 Bell's Landscape Services, Inc.	\$26,460.00	\$14,850.00	\$41,310.00	
38 Absolute Outdoor Services	\$22,900.00	\$19,800.00	\$42,700.00	
39 B & B Landscaping	\$24,245.00	\$20,000.00	\$44,245.00	
40 Progressive Irrigation, Inc.	\$29,906.00	\$15,135.00	\$45,041.00	
41 M & D Lawn Service, Inc.	\$24,540.00	\$20,900.00	\$45,440.00	
42 Reliable Landscaping, Inc.	\$41,670.00	\$4,200.00	\$45,870.00	Snow removal only, does not include salt
43 Trybuscki's Landscaping and Lawn Service	\$27,000.00	\$24,200.00	\$51,200.00	
44 Margolis Companies	\$39,750.00	\$12,000.00	\$51,750.00	
45 CKD Outdoor Maintenance, Inc.	\$29,810.00	\$25,000.00	\$54,810.00	All inclusive
46 Tom's Landscape & Nursery	\$25,214.00	\$31,500.00	\$56,714.00	
47 Brien's Services, Inc.	\$25,625.00	\$31,866.00	\$57,491.00	
48 D.K. Landscapes, LLC	\$46,735.00	\$14,575.00	\$61,310.00	
49 Trim Cut Lanscaping	\$50,275.00	\$11,970.00	\$62,245.00	Plowing only
50 Quicksilver Landscaping	\$15,070.00	\$67,000.00	\$82,070.00	
51 MPS Group	\$55,759.20	\$27,464.00	\$83,223.20	
52 Danny Ford Enterprises	\$60,025.00	\$44,000.00	\$104,025.00	
53 ABC Paving, Co.	\$42,880.00	\$95,000.00	\$137,880.00	
54 Austin Morgan Companies, LLC.	\$152,225.00	\$5,000.00	\$157,225.00	Snow includes plowing services only

Page 2

LAWN MAINTENANCE CONTRACT

This Contract made on this 1st day of April, 2010 by and between Meadowbrook Commons (legal name) commonly known as Meadowbrook Commons Apartments, hereinafter referred to as OWNER, and <u>CAEQ4</u> Oak's MAINTEONCE hereinafter referred to as VENDOR, whose Federal Identification Number is <u>38-3595741</u> and whose address and telephone number for purposes of notice under this contract is <u>28025 Samuel Linden C4</u>. <u>Nate</u>, <u>48577</u> <u>248-449-4223</u> hereby enter into this contract for lawn maintenance service, subject to . the following terms and conditions:

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

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

SECTION III. Scope of Services to be performed

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

1.

Ρ. Round up Applications:

- All weeds in concrete and asphalt areas, will be treated with a contact weed killer by a licensed 1. technician. This service will be completed three times per season, June, July, and September, at a cost of 4150.00 per service.
- Q. Fall Clean up:
 - 1. One fall clean up shall be performed after the final cutting of the season when a minimum of 80% of leaves has fallen. All leaves and debris shall be removed from planter beds, sidewalks, streets, lawns, and the entire property, at a cost of 1200.00
- Services Available Upon Request: R.
 - _per cubic yard.
 - 1. Mulch installation at 45.40 2. Flower installation at 26.40 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;

- Α. Insurance for all vehicles used by the Vendor in order to perform this Contact,
- 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 contact. 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,
- Vendor agrees to prove proof of insurance requirements by providing a Certificate of D, 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.
- B. 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 yold. If after any work has been performed by the Vendor, Owner

3

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

2-2-10

Dated

Dated

,'.

Qarks Main tenance (magt Vendo BY: Dies. Dent ITS: VICE

Owner BY: ITS: Managing Agent Representative

2010 2011 SNOW REA	MOVAL CONTRACT
This Contract made on this <u>1st</u> day of	April , 2010 by and between
Meadowbrook Commons	commonly known as,
(Legal Name)	
Meadowbrook Com	
(Nanie of Deve	(opment)
hereinafter referred to as OWNER, and whose address	and telephone number for purposes of notice under
this contract are: 25075 Mea	dowbrook Road
, (1	Development Addross)
Novl, Mi. 48375	(248) 305-8646
(Include City, State, ZIP)	(Development Phone Number)
and _ Great Oaks Maintenance	hereinafter referred to as VENDOR,
(Contractor Business Nante)	
whose Federal Identification Number is 38-35959	
(ID Nimber	-REQUIRED)
number for purposes of notice under this contract are 2	8025 Samuel Linden Ct.
_	(Vendor Address)
(Include Clay, State, ZIP)	<u>248</u> 449-4223 , (Vendor Phone Number)
(Include City, State, ZIP)	(Vendor Phone Number)

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

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

SECTION II.	Location - Services are to be performed at:	25075 Meadowbrook Road
		(Development Address)
	Novi, MI. 48375	
	(Include City, State, ZIP)	

SECTION III. Scope of Services to be performed

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

1

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

4.

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

SECTION V. Indemnification

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

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

a,	At least two $(1-1/2)$ and 4 inches of snow – price per plow	s 339.00
ь,	Between (4) and (7) inches of snow - price per plow	449.00
c.	More than (7) inches of snow – price per plow	589,00
d.	Hand work (sidewalks, curbs, drains etc.) - price per hour	35.00
e,	Calcium Chloride (per bag)	24.00
f.	Price per ton of sait	(20.00
g.	Front end loader hourly rate:	150.00
h,	Dump truck hourly rate:	125,00
	4 O ara (M)	

please include a seasonal rate $\frac{8,750,00}{2}$

That somes Sacting. + plowing' services

5

Meadowbrook Commons ^{and} Novi Senior Center Amenities

- Senior Center Community Room
- Dally Activities
- Special Events
- Educational and Health Activities
- Recreational Events
- Referral Information.
- Stensive Travel Opportunities:
- Daily Lunches
- Homebound Meals
- 6 Senior Transportation
- Activity Rooms
- # Library
- 🔶 Hair Salon
- Servise Room
- Postal Delivery
- ♦ Sundry Shop
- Movie Theatre
- Massage Therapy
- Snow and Lawn Maintenance
- ♦ Emergency Pull Cords





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