

CITY OF NOVI CITY COUNCIL MARCH 14, 2022

SUBJECT: Consideration to award a unit price contract for mowing services to B&B Landscaping, Inc., the low bidder, for a one-year term with three (3) one-year renewal options at an estimated annual cost of \$182,250.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

| EXPENDITURE REQUIRED | \$ 182,250 Estimated Annually |
|-------------------------|---|
| AMOUNT | \$ 36,000 Major Streets- Landscape 202-202.00-866.035 |
| BUDGETED | \$ 10,000 Local Street- Landscape 203-203.00-866.035 |
| | \$ 75,000 Municipal Streets- Landscape 204-204.00-866.035 |
| | \$ 10,000 Entryway Signs- Landscape 101-442.20-740.085 |
| | \$ 5,160 City-Owned Lots-Grounds Maintenance 101-442.20-941.000 |
| | \$ 132,000 Sidewalks/Pathways- Routine Maintenance 204-204.00-866.085 |
| | \$ 6,500 Detention Basins—Landscape 210-211.00-875.035 |
| | \$ 21,000 Booster Stations- Grounds Maintenance 592-592.00-941.592 |
| | \$ 295,660 TOTAL |
| LINE ITEM | 202-202.00-866.035, 203-203.00-866.035 204-204.00-866.035 |
| NUMBER | 204-204.00-866.085, 101-442.20-740.085, 101-442.20-941.000 |
| | 210-211.00-875.035, 592-592.00-941.592 |

BACKGROUND INFORMATION:

Each year, the City contracts with a mowing services provider to mow grass and maintain landscaping along roadsides and City properties. Mowing and maintenance improve sight distances, prevent drainage facility obstruction, and present an aesthetically pleasing appearance within the rights-of-way. The 2022 mowing services contract term is for one year with services anticipated to begin in April. Upon mutual consent of the City and the selected contractor, there are three one-year renewal options available.

Staff opened three bids on February 17, 2022, following a public bid solicitation period. The low bidder is B&B Landscaping, Inc. B&B Landscaping provided unit prices on facilities/road frontage, booster stations, pathways, City-owned vacant lots, and

gateway signs (sections A-E), along with general labor and material costs (sections F and G). Based on estimated quantities B&B Landscaping's extended base bid price for Sections A-E is \$182,250 annually. Since B&B Landscaping will work from a business location in Novi, service request response will be enhanced and overhead costs low.

Staff recommends B&B Landscaping 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 submitting the lowest price based on extended unit pricing. Attached is a summary of the three lowest qualified bids.

RECOMMENDED ACTION: Approval to award a unit price contract for Mowing Services to B&B Landscaping, Inc., the low bidder, for a one-year term with three one-year renewal options at an estimated annual cost of \$182,250.

CITY OF NOVI RFP MOWING SERVICES

FEE PROPOSALS - UNIT PRICES EXTENDED FOR ANNUAL COST

| | | | | B & B | | K.B.K. | | United |
|--|-------------------------|----------|-----|-----------|----|-------------|-----|------------|
| | | | Lan | dscaping | La | ndscaping | Lan | dscaping |
| | | Approx. | | Cut/ Per | _ | er Cut/ Per | | r Cut/ Per |
| Section A - Facilities / Road Frontage | Frequency | Acres | Ur | nit Price | | Init Price | | nit Price |
| Detention Basins (18 locations) | 12-17 Cuttings Per Year | 12 | \$ | 500.00 | \$ | 1,140.00 | \$ | 1,035.00 |
| Road Frontage | 25-30 Cuttings Per Year | 21 | \$ | 1,730.00 | \$ | 1,995.00 | \$ | 1,500.00 |
| I-96 & Beck Interchange | 10-15 Cuttings Per Year | 21 | \$ | 900.00 | \$ | 1,995.00 | \$ | 1,150.00 |
| I-96 & Novi Interchange | 10-15 Cuttings Per Year | 39 | \$ | 1,260.00 | \$ | 3,765.00 | \$ | 2,300.00 |
| Boulevard Islands mowing, bed | Ĭ | | · | , | | , | | , |
| care/maintenance (4 locations) | 25-35 Cuttings Per Year | 18 | \$ | 800.00 | \$ | 1,710.00 | \$ | 1,620.00 |
| Novi Rd. Depressed Medians bed care | | | | | | | | |
| maintenance/weeding only | 7-10 times per year | 1 | \$ | 3,000.00 | \$ | 1,500.00 | \$ | 120.00 |
| Old Novi Rd. & Thirteen Mile Rd. Medians | | | | | | | | |
| bed care maintenance/weeding only | 7-10 times per year | 0.1 | \$ | 100.00 | | 250.00 | | 35.00 |
| Future potential mowing areas | As requested | Per Acre | \$ | 45.00 | \$ | 95.00 | \$ | 60.00 |
| Spring Cleanup - detention basins, road | | | _ | | | | | |
| frontages, interchanges and boulevards | 1 time per year | 112 | \$ | 6,000.00 | \$ | 22,400.00 | \$ | 9,312.00 |
| | | Approx. | Per | Cut/ Per | Pe | r Cut/ Per | Pei | r Cut/ Per |
| Section B - Booster Stations | Frequency | Acres | | nit Price | _ | Init Price | | nit Price |
| Booster Stations (5 locations) mowing, bed | | | | | | | | |
| care maintenance | 25-35 Cuttings Per Year | 3.44 | \$ | 125.00 | \$ | 350.00 | \$ | 327.00 |
| Spring Cleanup - Booster Stations (5 | | | | | | | | |
| locations) | 1 time per year | 3.44 | \$ | 125.00 | \$ | 1,000.00 | \$ | 393.00 |
| | | | | | | | | |
| Section C - Pathway Mowing | | Approx. | | Cut/ Per | | er Cut/ Per | | r Cut/ Per |
| (7 locations) | Frequency | Acres | Ur | nit Price | U | Init Price | U | nit Price |
| ITC Trail from ITC Sports Park to Garfield | 10.17.5 | 4.45 | • | 70.00 | _ | 000.00 | | 405.00 |
| Road | 12-17 times per year | 1.15 | \$ | 70.00 | | 200.00 | | 125.00 |
| 8 Mile Pathway | 12-17 times per year | 0.78 | \$ | 45.00 | \$ | 150.00 | \$ | 140.00 |
| ITC Trail from 11 Mile Road to East of | 10 17 times per veer | 0.44 | ¢ | 4E 00 | φ | 100.00 | φ | 6F 00 |
| Wellbridge | 12-17 times per year | 0.44 | \$ | 45.00 | | 100.00 | | 65.00 |
| ITC Trail from 9 Mile Road to 11 Mile Rd | 12-17 times per year | 1.63 | \$ | 90.00 | \$ | 225.00 | \$ | 120.00 |
| New Ct / Hickory Woods Sidewalk | 12-17 times per year | 0.17 | \$ | 40.00 | \$ | 75.00 | | 35.00 |
| West Park Dr. Access | 12-17 times per year | 0.15 | \$ | 40.00 | | 75.00 | \$ | 30.00 |
| M-5 Pathway | 12-17 times per year | 1.07 | \$ | 50.00 | \$ | 150.00 | \$ | 90.00 |
| | | - | | | | | | |
| Section D - City-owned Vacant Lots (16 | | Approx. | | Cut/ Per | | er Cut/ Per | | Cut/ Per |
| locations) | Frequency | Acres | | nit Price | | Init Price | | nit Price |
| 13 Mile Rd - W of 43243 13 Mile Rd | 15-17 times per year | 0.1 | \$ | 20.00 | \$ | 75.00 | \$ | 30.00 |
| Chattman Dr - E of 41429 Chattman Dr | 15-17 times per year | 0.6 | \$ | 20.00 | \$ | 75.00 | \$ | 30.00 |
| East Lake Dr - across from Herman St | 15-17 times per year | 0.1 | \$ | 20.00 | \$ | 75.00 | \$ | 25.00 |
| East Lake Dr - across from Lashbrook St | 15-17 times per year | 0.1 | \$ | 20.00 | \$ | 75.00 | \$ | 25.00 |
| East Lake Dr - N of 1289 East Lake Dr | 15-17 times per year | 0.2 | \$ | 20.00 | \$ | 75.00 | \$ | 30.00 |
| East Lake Dr - N of 1309 East Lake Dr | 15-17 times per year | 0.4 | \$ | 20.00 | \$ | 75.00 | \$ | 45.00 |
| East Lake Dr - Five (5) lots at East Lake Dr | ' ' | | · | | · | | | |
| and Endwell St | 15-17 times per year | 0.6 | \$ | 20.00 | \$ | 75.00 | \$ | 60.00 |
| Grand River Ave - Across from 48545 | | | | | | | | |
| Grand River Ave | 15-17 times per year | 0.1 | \$ | 20.00 | \$ | 75.00 | \$ | 25.00 |
| Grand River Ave - Across from Crescent | | | | | | | | |
| Blvd | 15-17 times per year | 0.2 | \$ | 20.00 | \$ | 75.00 | \$ | 30.00 |
| Meadowbrook Rd - N of 23157 | 45.47.6 | 0.0 | • | 00.00 | | 75.00 | _ | 00.00 |
| Meadowbrook Rd | 15-17 times per year | 0.6 | \$ | 20.00 | \$ | 75.00 | \$ | 60.00 |
| Sixth Gate Parking Lot - Area around | 15 17 times per year | 0.2 | ¢ | 20.00 | ¢ | 7F 00 | ¢ | 22.00 |
| parking lot | 15-17 times per year | 0.2 | \$ | 20.00 | \$ | 75.00 | \$ | 32.00 |
| Venture Dr - S of 22975 Venture | 15-17 times per year | 1.9 | \$ | 70.00 | \$ | 150.00 | \$ | 125.00 |
| Village Wood Dr - E of 40740 Village Wood Dr | 15-17 times per year | 0.2 | \$ | 20.00 | \$ | 75.00 | \$ | 42.00 |
| | | | | | | | | |
| Wainwright St - E of 129 Wainwright St | 15-17 times per year | 0.1 | \$ | 20.00 | \$ | 75.00 | \$ | 25.00 |

CITY OF NOVI RFP MOWING SERVICES

FEE PROPOSALS - UNIT PRICES EXTENDED FOR ANNUAL COST

| | | | B & B Landscaping | K.B.K. Landscaping | United Landscaping |
|---|--------------------------------------|--------------------|---|---|---|
| West Lake Dr - Across from Penhill St | 15-17 times per year | 0.3 | \$ 20.00 | \$ 75.00 | \$ 40.00 |
| West Lake Dr - S of 1411 West Lake Dr | 15-17 times per year | 0.1 | \$ 20.00 | \$ 75.00 | \$ 25.00 |
| Section E - Gateway Signs (14 locations) | Frequency | Approx. Sq. Ft. | Lump Sum (all locations) | Lump Sum (all locations) | Lump Sum (all locations) |
| Bedcare/weeding (all 14 locations) Spring Cleanup (all 14 locations) | 10-15 times per year 1 time per year | 4,100 4,100 | \$ 450.00 \$ 450.00 | ' ' | |
| Section F - Materials Only (labor included in General Labor Services) | Frequency | | % Markup (over cost) based on list price | % Markup (over cost) based on list price | % Markup (over cost) based on list price |
| Seed (Kentucky Bluegrass) (Per lb.delivered) | As Requested | | 10% | 10% | 55% |
| Sod (Per Yard delivered) Top Soil (Per Cu. Yd. delivered) | As Requested As Requested | | 10% 10% | 20% 10% | 55% 55% |
| Flowers - annuals (per flat) Premium Dark Brown Dyed Enviro-Mulch (Per Yd. Delivered) | As Requested As Requested | | 10% 10% | 20% 10% | 55% 55% |
| Section G - Hourly Labor General Labor Services | Frequency As requested | | Hourly Rate 45 | Hourly Rate 95 | Hourly Rate 44 |

| Totals | | | | | |
|--------------|--------------|--------------|--|--|--|
| B&B | KBK | United | | | |
| \$182,250.00 | \$342,880.00 | \$220,738.00 | | | |



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CITY OF NOVI

MOWING 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 – Detention Basins/ Road Frontage | Frequency | Approx. Acres | Per Cut/ Per Unit Price |
|--|-------------------------|------------------|-------------------------------|
| Detention Basins (18 locations) | 12-17 Cuttings Per Year | 12 | 500 |
| Road Frontage | 25-30 Cuttings Per Year | 21 | 1730 |
| I-96 & Beck Interchange | 10-15 Cuttings Per Year | 21 | 900 |
| I-96 & Novi Interchange | 10-15 Cuttings Per Year | 39 | 1260 |
| Boulevard Islands mowing, bed care/maintenance (4 locations) | 25-35 Cuttings Per Year | 18 | 800 |
| Novi Rd. Depressed Medians bed care maintenance/weeding only | 7 – 10 times per season | 1 | 3000 |
| Old Novi Rd. & Thirteen Mile Rd. Medians bed care maintenance/weeding only | 7 – 10 times per season | 0.1 | 100 |
| Future potential mowing areas | As requested | Per acre | 45 |
| Spring Cleanup –detention basins, road frontages, interchanges, and boulevards | 1 time per year | 112 | 6000 |

| Section B – Booster Stations | Frequency | Approx. Total Acres | Per Cut/ Per Unit Price |
|---|-------------------------|------------------------|-------------------------------|
| Booster Stations (5 locations) mowing, bed care maintenance | 25-35 Cuttings per year | 3.44 | 125 |
| Spring Cleanup - Booster Stations (5 locations) | 1 time per year | 3.44 | 125 |

| Section C – Pathway Mowing (8 locations) | Frequency | Approx. Acres | Per Cut/ Per Unit Price |
|---|----------------------|------------------|-------------------------------|
| ITC Trail from ITC Sports Park to Garfield Rd. | 12-17 times per year | 1.15 | 70 |
| 8 Mile Pathway | 12-17 times per year | .78 | 45 |
| ITC Trail from 11 Mile Rd to East of Wellbridge | 12-17 times per year | .44 | 45 |

| ITC Trail from 9 Mile Rd. to 11 Mile Rd. | 12-17 times per year | 1.63 | 90 |
|--|----------------------|-----------------|----|
| New Ct / Hickory Woods Sidewalk | 12-17 times per year | .17 | 40 |
| West Park Dr. Access | 12-17 times per year | _* 15 | 40 |
| M-5 Pathway | 12-17 times per year | 1.07 | 50 |

| Section D – City-Owned Vacant Lot Mowing (17 locations) | Frequency | Approx. Acres | Per Cut/ Per Unit Price |
|--|------------------------|------------------|-------------------------------|
| 13 Mile Rd. – w. of 43243 13 Mile Rd. | 15-17 times per year | .1 | 20 |
| Chattman Dr. – e. of 41429 Chattman Dr. | 15-17 times per year | .6 | 20 |
| East Lake Dr. – across from Herman St. | 15-17 times per year | _x 1 | 20 |
| East Lake Dr. – across from Lashbrook St. | 15-17 times per year | | 20 |
| East Lake Dr. – n. of 1289 East Lake Dr. | 15-17 times per year | .2 | 20 |
| East Lake Dr. – n. of 1309 East Lake Dr. | 15-17 times per year | .4 | 20 |
| East Lake Dr. – five (5) lots at East lake Dr. and Endwell St. | 15-17 times per year | .6 | 20 |
| Grand River Ave. – across from 48545 Grand River Ave. | 15-17 times per year | <u></u> | 20 |
| Grand River Ave. – across from Crescent Blvd. | 15-17 times per year | .2 | 20 |
| Meadowbrook Rd. – n. of 23157 Meadowbrook Rd. | 15-17 times per year | .6 | 20 |
| Sixth Gate Parking Lot – area around parking lot | 15 – 17 times per year | .2 | 20 |
| Venture Dr. – s. of 22975 Venture | 15-17 times per year | 1.9 | 70 |
| Village wood Dr. – e. of 40740 Village Wood Dr. | 15-17 times per year | .2 | 20 |
| Wainwright St. – e. of 129 Wainwright St. | 15-17 times per year | | 20 |
| West Lake Dr. – across from Penhill St. | 15-17 times per year | .3 | 20 |
| West Lake Dr. – s. of 1411 West Lake Dr. | 15-17 times per year | .1 | 20 |

| Section E - Gateway Signs (14 locations) | Frequency | Approx. Total Sq. Ft. | Lump Sum |
|--|----------------------|--------------------------|-------------|
| Bed care/weeding (all 14 locations) | 10-15 times per year | 4,100 | 450 |
| Spring Cleanup (all 14 locations) | 1 time per year | 4,100 | 450 |

| Section F – Potential Additional Services - Various Materials | Frequency | % Markup (over cost) based on list price |
|--|--------------|---|
| Seed (Kentucky Bluegrass) (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 Dark Brown Dyed Enviro-Mulch (Per Yd. Delivered) | As Requested | ID |

| Section G – Additional Services - Hourly Labor | frequency | Hourly Rate |
|--|--------------|-------------|
| General Labor Services | As requested | 45 |

| | 257.277 | 525 | |
|------------|---------|---------|----|
| Firm | Prica | Guaran | 60 |
| 1 44 1 1 1 | 11100 | Councin | |

Prices stated herein will remain valid for term of contract and all renewals.

No fuel surcharges will be allowed for the duration of the initial contract and renewals.

We acknowledge the following addenda: #1,#2,#3
(Please list numbers)

| Comments / Exceptions: No Exceptions | |
|--------------------------------------|--|
| Comments / Exceptions: | |
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| | |
| | |
| | |
| THIS PROPOSAL SUBMITTED BY: | |
| Company Name BAB LANDSCAPING | |
| Address 5392 PLEASANT HILL DR | |
| City. State, Zip FENTON MI 48430 | |

| Phone <u>810-343-3884</u> Fax <u>N/A</u> |
|---|
| Agent's Name (printed) ROBENT ANTON |
| Agent's Title |
| Agent's Signature |
| Agent's Email BISLANDSCAPING (C. YALTOO). COM |
| Date 2/15/27 |



CITY OF NOVI

MOWING SERVICES

CONTRACTOR QUESTIONAIRE FORM

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

| Firm Name: BHB LANDSCAPING | | | | | |
|--|--|--|--|--|--|
| Address: 5392 PLEASANT HILL DR | | | | | |
| City: Fevrov State: MD Zip: <u>48430</u> | | | | | |
| Telephone Number: 810-343-3884 Fax Number: 10/A | | | | | |
| Representative's Name (please print): ROBERT AUTON | | | | | |
| Representative's Title: | | | | | |
| Email Address: BBLANDSCAPING 1 C YAHOO. COM | | | | | |
| Web Site: | | | | | |
| | | | | | |
| 1. Type of Organization: (Circle One) | | | | | |
| a. Individual b. Partnership c Corporation d. Joint Venture e. Other | | | | | |
| 2. Year firm established: 1975 | | | | | |
| 3. If applicable, former firm name(s): | | | | | |
| 4. Has any officer or partner of this organization owned or operated a company that declared bankruptcy during the last 10 years? No Yes | | | | | |
| When: | | | | | |
| 5. How many current full time employees | | | | | |
| Anticipated part-time/seasonal employeesl6 | | | | | |
| 6. Are you able to provide insurance coverage as required by this RFP? YES | | | | | |
| 7. List the scope of services you are able to perform. | | | | | |
| SEG ATTACHES SHEETS | | | | | |
| | | | | | |

| mur orov | e information relative to the experience your company has had working with ipalities. Please provide the names of municipalities where service was ed and the date(s) of the contract(s). YOUR DEARROW 7002 - 2017 |
|--|---|
| - | 17 of Troy 2001. 2011 |
| | 7 of WAJNE ZOOB - ZOOB |
| | TATE of MICHIGAN 1995 - PRESENT |
| | DETROIT SCHOOLS 2009 - 2013 |
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| | |
| CON | e information relative to the experience and financial capability of your any to carry out the terms of this contract. NE PRANTES SERVICE FOR THIS CONTRACT FOR THE PAST 4 YEARS |
| we we | any to carry out the terms of this contract. NE PROVIDES SERVICE FOR THIS CONSTRUCT FOR THE PAST 4 YEARS HE CITY OF NOVI. WE UNDERSTAND THAT THIS CONTRACT IS A HIGH A |
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| Con WE WITH PHA Ala THE CAS Idea Idea CLT | any to carry out the terms of this contract. ALE PRAVIDES SERVICE FOR THIS CONSTRUCT FOR THE PAST 4 YEARS THE CITY OF NOVI. WE UNDERSTAND THAT THUS CONTRACT IS A HIGH PAST WE HAVE THE NECESSARY MAN PROVIDER AND EQUIPMENT TO ENSURE THE CONTRACT GETS DAVE IN THE TIME LINE STATED IN THE CONTRACT GETS DAVE IN THE TIME LINE STATED IN THE CONTRACT GETS DAVE HAVE BEEN IN BUSSIMESS FOR OVER 30 SAM) HAVE NOT DEFACTED BY ANY CONTRACT AND HAVE THE FINANCIANT TO COMPLETE THE CONTRACT. The those in your firm who would be responsible for this contract, including onpervision, and submit copies of their certifications (I.e. ISA arborist certification, echnician). Include educational background of principals and those who will orking on the project. Attach additional sheets, if necessary. |
| Con WE WITH PHA Ala THY CAS Iden site CLT | any to carry out the terms of this contract. AND PRANTIES SERVICE FOR THIS CONSTRUCT FOR THE PAST 4 YEARS THE CITY OF NOVI. WE HUNDERSTAND THAT THIS CONTRACT IS A HIGH (A) HE CITY OF NOVI. WE HUNDERSTAND THAT THIS CONTRACT IS A HIGH (A) HE CONTRACT GETS DAVE IN THE TIME LINE STATED IN THE CONTRACT GETS DAVE IN THE TIME LINE STATED IN THE CONTRACT. IN ITHE HIGH STANDARD OF PROFESSIONALISM AND QUALITY OF ME NOVI, IS LOOKING FOR. WE HAVE BEEN IN BUSSINESS FOR OVER 30 SAND HAVE NOT DEFACTED BY ANY CONTRACT AND INDUSTRIE FINA BUTTO COMPLETE THE CONTRACT. Fy those in your firm who would be responsible for this contract, including on- pervision, and submit copies of their certifications (I.e. ISA arborist certification, echnician). Include educational background of principals and those who will brising on the project. Attach additional sheets, if necessary. SEE ATTACHES SHEETS THREE MAJON CONTACTS. |

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|-------------------------------------|---|
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| · | |
| . How many clien described? Prov | ts does your company currently serve with the type of services ride a list. |
| C12 05 | Novi |
| Sm == 0 | F MICHIGAN |
| | |
| DEMORNY | |
| Include name, o | a list of client references (minimum of 5) other than the City of Novaddress, phone number, dates worked and contact person. Pleas nicipalities (or other governmental agencies) that you worked for. |
| | SEE ATTACHES SHEETS |
| Address | |
| Phone | Contact name |
| Work done/ | dates |
| | |
| | |
| | |
| Phone | Contact name |
| Work done/ | dates |
| | |
| Company_ | |
| Address | |
| Phone | Contact name |
| Work done/ | dates |
| Company | |
| | |
| | Contact name |

| Work done/dates | |
|---|--------|
| | |
| Company | |
| Address | |
| PhoneContact name | |
| Work done/dates | |
| 13. 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 ATTACHES SHEETS | |
| 14. 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 | |
| 15. Based on your current resources, are you available to provide the requested services identified within the timeframe allocated? | |
| 16. 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). Please submit on a separate sheet. | |
| 17. Do you plan to use subcontractors for fertilization? If so, please provide name of companies. | |
| | |
| 18. Provide a description of your company's philosophy (including what standards you use) relative to lawn care and landscaping. WE UMISESTAND THAT THIS IS A HIGH PROFILE CONTRAGE. WE SEE OURSECT AS AN EXTENSION OF THE CITY OF NOVI AND ITS RESIDENCES WE WANT TO MAKE THE CITY THE BUVOY OF ALL CITYS AND SET THE STANDED CAND CARE AND LANDSCAPING. WE WILL PREFORM THIS CONTRACT TO THE HIGHEST STANDOW AND PROFESSIONIALISM. |)ard (|

| 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 WILL PROVIDE A FUSURANCE CERTIFICATE TO THE CITY BEFORE WORK REGINS. |
| THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS: |
| Authorized Company Representative (please print): ROBFET ANTON |
| Representative Signature: |
| |
| Date 2/15/22 / / |

B&B Landscaping

FOR ALL YOUR OUTDOOR NEEDS

Email: bblandscaping1@yahoo.com

26855 Taft Rd Novi, MI 48376 Phone 810-343-3884 5392 Pleasant Hill Dr Fenton, MI 48430 Phone 810-632-6061

References

City of Novi DPS (Open 24/7)

Jeff Van Curler 248-343-8776 Contract Coordinator Roadside Mowing, Mowing City Property's, Sod Repair, Irrigation Repair, Shut Down, and Start Up. Mulch, Flower Planting, Brick Pavers, Seed, Excavation, Design, Spraying Weeds, Fertilization, Clean out retention ponds of debris, Snow plowing and salting of city lots, Sidewalk snow clearing and salting.

City of Novi Facilities

Brandon McCullough 248-756-4842 Facilities Manager 2016-2018

Mowing City Property's, Sod Repair, Irrigation Repair, Shut Down, and Start Up. Mulch, Flower Planting, Brick Pavers, Seed, Excavation, Design, Spraying Weeds, Fertilization.

US Foods (open 24/7)

James Terry 248-735-1285 Facilities Grounds Maintenance Mowing, Planting, Sod, Seed, Irrigation Repair, Shut Down, Start Up Snow Plowing, Snow Removal, Salting, Spraying Weeds, Fertilization, Maintenance of retention ponds.

Demaria

Nate Demaria 248-982-2272 grounds maintenance Mowing, Trimming, Landscaping, Snowplowing and Salting of parking lots and sidewalks, Spraying Weeds, Fertilization

Milford Sand and Gravel

Diana Beck 313-429-2729 Grounds Director Mowing, Trimming, Landscaping, Snowplowing, Salting, Spraying Weeds, Fertilization

MDOT State of Michigan

Don Hicks 517-749-6008
Highway Mowing, Trimming. Lansing TSC, Charlotte TSC, Grand Ledge TSC.

MDOT State of Michigan

Ahmad Azmoudeh 248-431-4749 Highway / Boulevard Mowing, Spraying Weeds, Trimming, Snowplowing, Salting. Oakland TSC, Macomb TSC.

B&B Landscaping

FOR ALL YOUR OUTDOOR NEEDS

Email: bblandscaping1@yahoo.com

26855 Taft Rd Novi, MI 48376 Phone 810-343-3884 5392 Pleasant Hill Dr Fenton, MI 48430 Phone 810-632-6061

Company Information

We have been in business for over 35 years and are fully licensed and insured. B&B landscaping has two offices

5392 Pleasant hill drive Fenton MI 48430

26855 Taft Road Novi MI 48376

Our contact information is

Office

810-632-6061

Email

bblandsacping1@yahoo.com

Robert Anton CEO

810-343-3884

Adam Anton VP

810-343-3170

We currently provide services for the State Of Michigan, Local Government and local business. Here is a list of some of our past and present customers

State Of Michigan

City Of Novi

City Of Wayne

City Of Troy

City Of Dearborn

Family Dollar

Chase Banks

Levy Properties

Oakland County

Ingham County

Detroit Schools

CVS Pharmacy

Livingston County

Wayne County

Our business services include but not limited to

Lawn mowing

Landscaping

Sod/Seed

Irrigation (all phases)

Snowplowing

Salting

Snow removal

Ponds

Fertilization

Brick Pavers

Mulch

Tree and Flower planting

Freeway Mowing

Highway Maintenance

We are family owned company that has been landscaping for over 35 years.

The owners are involved in everyday activities.

We have been in business for over 35 years and never had a labor issue We have never filed chapter 11 or 13 bankruptcy or had any outstanding judgments in over 35 years.

We have not had any significant financial changers in our company in the last two years.

This is a high profile contract. The three main contract supervisors will be

Robert Anton (810-343-3884) 35 years landscaping experience in mowing, lawn care, landscaping, snow plowing, salting, irrigation, paver bricks, sod, seed, fertilization. Freeway Mowing, Highway Maintenance He is also a licensed applicator with the state of Michigan. He is full time with 24-hour availability

Adam Anton (810-343-3170) 14 years of landscaping experience in mowing, lawn care, landscaping, snow plowing, salting, irrigation, paver bricks, sod, seed, ponds, tree and shrub planting. Freeway Mowing. Highway Maintenance He is full time with 24-hour availability

Scott Lucus (810-263-0342) 14 years of landscaping all phases, snowplowing, salting, building decks. Freeway Mowing, Highway Maintenance He is full time with 24- hour availability.

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Equipment List

| YEAR | MAKE | MODEL | SIZE | QUANTITY |
|------|-------------|-----------|------------|----------|
| 2022 | Exmark | Lazer Z | 72 | 3 |
| 2019 | Exmark | Lazer Z | R72 | 3 |
| 2018 | Exmark | Lazer Z | R72 | 6 |
| 2018 | Exmark | Turf Trac | W60 | 2 |
| 2017 | Altoz | TRX6601 | 66 | 1 |
| 2017 | Exmark | Lazer Z | R60 | 3 |
| 2009 | Bunton | RD | R60 | 1 |
| 2006 | Jacobson | HR5111 | W11.5 | 2 |
| 2001 | Jacobson | HR5111 | W11.5 | 1 |
| | | | | |
| | | | | |
| 2019 | John Deere | 6120M | | 1 |
| 2018 | John Deere | 6150E | | 1 |
| 2017 | John Deere | 6120E | | 1 |
| 2008 | New Holland | TD5050 | | 8 |
| 2005 | New Holland | TL100A | | 3 |
| 2020 | Schulte | XH1500 | 15FT - | 1 |
| 2008 | Landpride | RC5515 | 15FT | 8 |
| 2008 | Landpride | AFM4211 | 11FT | 4 |
| 2000 | Woods | HD315 | 15FT | 3 |
| 2000 | vvoods | 110313 | 1311 | 3 |
| | | | | |
| 2019 | Shindaiwa | T230 | Trimmer | 30 |
| 2018 | Red Max | EBZ7000 | Blower | 10 |
| 2018 | Sthil | BR600 | Blower | 5 |
| 2015 | Shindaiwa | T231 | Edger | 6 |
| 2004 | Sthil | MS250 | Chainsaw | 4 |
| | | | | |
| 2007 | Gehl | 6640 | Skid Steer | 1 |
| 2007 | Geni | 0040 | Skiu Steer | 1 |
| | | | | |
| 2010 | Landscape | Trailer | | 5 |
| | | | | |
| 2017 | Ford | F250 | Pick Up | 2 |
| 2016 | Ford | F350 | Pick Up | 1 |
| 2011 | Ford | F350 | Pick Up | 2 |
| 2010 | Ford | F350 | Pick Up | 3 |
| 2008 | Ford | F250 | Pick Up | 1 |
| 2007 | Ford | F350 | Pick Up | 3 |
| 2007 | 1010 | 1000 | i ick op | 5 |

| 2006 | Ford | | F350 | Pick Up | 3 |
|------|-------|---|-----------|---------|---|
| 2004 | Ford | ₩ | F350 | Pick Up | 3 |
| 2002 | Ford | | F350 | Pick Up | 3 |
| 2002 | Dodge | | 2500HD | Pick Up | 4 |
| 2008 | Ford | | F450 Dump | 3-5 YD | 2 |
| 2006 | Ford | | F350 Dump | 3-5 YD | 1 |
| 2004 | GMC | | 3500 Dump | 3-5 YD | 1 |
| 2004 | Ford | | F450 Dump | 3-5 YD | 1 |
| 2000 | GMC | | 7500 Dump | 5-8 YD | 1 |
| 1999 | Ford | | F750 Dump | 5-8 YD | 2 |

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Work Plan

An employee meeting will be held daily to assign daily work and address any problems or questions. Inspection of all trucks, trailers, lawn equipment to make sure all safety equipment is working properly. All personal will have the proper clothing on and PPE. This Inspection will be performed daily before any crews leave the shop. We will have a daily meeting, email, phone call with the contract administrator to determine if any property has a specific day that it needs to be mowed. That property will be scheduled for that day. The remaining properties will be schedule the first part of the week. Our goal is to complete the weekly mowing schedule in four days to allow one day for rain. We also have enough equipment and manpower to put on an extra crew if we were to have multiple rain days. We would schedule properties that need to be mowed every other week. The schedule would look something like this. All properties are subject to change as directed by the contract administrator or weather related.

Monthly Mowing Schedule

| Week 1 | Week 2 | Week 3 | Week 4 |
|-------------------------|-------------------------|-------------------------|-------------------------|
| General Roadside | General Roadside | General Roadside | General Roadside |
| Boulevards Islands | Boulevard Islands | Boulevard Islands | Boulevard Islands |
| Booster Stations | Booster Stations | Booster Stations | Booster Stations |
| Novi Interchange | Beck Interchange | Novi Interchange | Beck RD Interchange |
| Detention Basins | Bike Paths | Detention Basins | Bike Paths |
| City Lots | Gateway Signs | City Lots | |

All areas to be cut will have a spring clean up prior to cutting. All trash debris will be removed from mowing area and flower beds. Mulch will be turned over and

groomed. All beds will be edge with a mechanical bed edger. All shrub beds shall be prepared for spring and any dead tops removed.

All mowing areas will have debris picked up including brush, rocks, small limbs, trash before prior to mowing. All properties will be mowed shall be done so to have a finished professional look. Trimming will be performed around all objects. Blowing of grass clippings will be done after mowing and edging is complete. Edging will be done biweekly. Weeding will be performed by hand before any chemical is applied.

All Properties will be inspected daily to ensure quality of work and completion. A daily sheet will be sent to the contractor administrator of work completed the day before.



NOTICE - CITY OF NOVI REQUEST FOR PROPOSALS

MOWING SERVICES

The City of Novi will receive sealed proposals for Mowing Services according to the specifications of the City of Novi.

A mandatory pre-proposal meeting will be held February 3, 2022 promptly at 10:00 A.M. at the Novi Civic Center, 451/5 Ien Mile Rd., Novi, MI 483/5.

Sealed proposals will be received until 11:00 A.M. prevailing Eastern Time, February 17, 2022 at which time proposals will be opened and read. Proposals shall be addressed as follows and delivered to:

CIT OF NOVI FINANCE DEPARTMENT

45175 Ten Mile Rd. Novi, MI 48375-3024

OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE CLEARLY MARKED "Mowing Services RFP" AND MUST BEAR THE NAME OF THE PROPOSER.

the City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest proposer, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

> Tracey Marzonie Finance Department

Notice dated: January 27, 2022

NOTICE TO PROPOSERS:

The City of Novi officially distributes RFP documents through the Michigan Intergovernmental Trade Network (MITN), Copies of RFP documents obtained from any other source are not considered official copies. The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain RFP documents from the MITN system are guaranteed access to receive addendum information, it such information is issued. It you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.



CITY OF NOVI

MOWING SERVICES

INSTRUCTIONS TO PROPOSERS

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

IMPORTANT DATES

RFP Issue Date

January 27, 2022

Mandatory

Pre-proposal Meeting

February 3, 2022 at 10:00 A.M.

Novi Civic Center 45175 Ten Mile Road

NOVI, MI 483/5

Last Date for Questions

February 11, 2022 by 12:00 P.M. supmir questions via email to:

Tracey Marzonie, Finance Department

tmarzonie@cityofnovi.org

reshouse noe naie

FEDIULIY 17, 2022 DY 11.00 M.WI.

Anticipated Award Date

March 28, 2022

MANDAIORI FRE-FRUFUSAL MEELING

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, weatner, etc. into consideration in order to arrive at the pre-pia 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 **two (2)** copies of your proposal, **one (1)** unbound copy, signed and clearly marked as ORIGINAL, and **one (1)** 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. 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 aelivery.

Such interpretation or correction, as well as any additional RFP provisions that the City may aeciae io 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 willien 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 PROPUSALS

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 tirm 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 as 50 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 atter 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 tor 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-

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.

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 PROPUSALS

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 proposariorm. It contractor neglects to make the notation on the proposariorm 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 tor 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, expenence, capacity and methodology, may be overlaing lactors, 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 meet s 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.

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 is tax-exempt number is 38-8032551.

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-PATMENTS OR PRE-PATMENTS

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 thereot) 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 subconfractor, 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 subconfractor(s) and shall indemnify the City of Novi for such acts or omissions.

NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the City may, at any time, secure similar or identical products/services at its sole option.

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 awara.

DISCLOSURE

All accuments, 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 anachments 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 tire, 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 satety 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 nearn tisks 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 proposer 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 proposer or with any other Competitor; and
- (b) No attempt has been made or will be made by the proposer 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:

- re is the person in the proposer'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
- 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 mai 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.

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 turt, will be maintained clean of any debris or unwanted growth which will be determined by the Director of Public Works, 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 frimmers. 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. Contractor must provide proof mariney have the insurance coverage as required in Attachment A. A current certificate of insurance must be on file with the City for the duration of the contract and all renewals.
- E. Weekly meetings may be required by the Director of Public Works, or their designee

15. **Maps**

Maps of mowing and maintenance areas are provided as separate documents.

MOWING SPECIFICATIONS

DETENTION RYPINS

This type of mowing shall be performed approximately every 14 days, or as determined by Director of Public Works 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 trequency to suit its needs.

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 six inches.
- 3. The size and style of the mower shall vary with the area to be cut; the Director of Public Works or their designee will have the authority to determine what type is used in each area.
- 4. All rotary mower blades snall be snarp and set to the same neight.
- 5. All areas to be cut shall be done so to have a finished professional look. Depending on the trequency, double cutting may be necessary. Some grass clipping accumulation may be accepted, but the Director of Public Works, 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 moved by rotary movers 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 moved 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.
- Removal of all organic material on ground, growing into the area, and/or creating an obstruction.

KUAD FRUNTAGES, INTERCHANGES, BOULEVARD ISLANDS, PATHWAYS

This type of mowing shall be performed every 7-14 days depending on the location (as shown on the Fee Proposal form), or as determined by Director of Public Works 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.

Locations that require bed care/maintenance as part of the unit pricing are clearly shown on the Fee Proposal torm.

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 Works or their designee.

petalis:

- 1. All areas to be cut shall be first cleaned (spring clean-up) prior to cutting see aeraii 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 tour inches.
- 3. The size and style of the mower shall vary with the area to be cut; the Director of Public Works 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 Works, 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.
- /. 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 bed care maintenance. Locations where bed care is required are clearly identified on Fee Proposal Form.
- 11. Removal of all organic material on ground, growing into the area, and/or creating an obstruction.

CITY-OWNED VACANT LOTS

This type of mowing shall be performed every 2 weeks (or as determined by the Director of Public Works 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.

Details:

- 1. 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 tour inches.
- 2. The size and style of the mower shall vary with the area to be cut; the Director of Public Works or their designee will have the authority to determine what type is used in each area.
- 3. All rotary mower blades shall be sharp and set to the same height.
- 4. No weed whips shall be used near non-mulched tree bases. This does not negate trimming responsibility.
- 5. 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.
- 6. 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.
- 7. All areas that are mowed shall be cleaned immediately after mowing is complete. Grass Clippings shall be blown by machine (backpack blower) from sidewalks, streets, flowerbeds, tree circles, etc.
- 8. Contractor shall adjust mowing pattern each cutting to reduce ruts in the turf area.
- 9. Concrete to grass areas shall receive an edge with a vertical type edger with blade every other cut.

BED CARE/MAINTENANCE

Bed care maintenance shall be included in the "per cut unit price" for locations where bed care is currently required (boulevard islands, gateway signs, and booster stations). 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 intormal shape, tuliness, 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 Works 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 aetinea by the toilowing performances.
 - 1) The removal of the last season growth shall be done in the fall or spring according to specific plants.
 - All plants of this type shall be nanaled by landscape professionals with a minimum of three years' experience.
 - 3) All ornamental grasses shall be cut back in the spring.

J. Bed Care

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

- 1) Gateway sign bed care maintenance will be done every 3 weeks. All others will be done weekly.
- 2) 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 Works.
- 3) All beds shall be hand weeded bi-weekly before relying on chemical weed control. Chemical control shall be used on weeds 3 inches and smaller in areas where aamage will not be aone to adjacent plants.
- 4) 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, aiuminum) snail be kept in good physical appearance and properly positioned/installed.
- 5) Report dead/dying and/or diseased plant material and estimated cost for remeaying.
- 6) Removal of all litter.
- 7) Where edging structures are not present the bed edges shall be properly cut with a machine or bed knite 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) All above performances shall be supervised by a landscape professional with a minimum of three years' experience.

SPRING CLEAN-UP SPECIFICATIONS

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 Details:

- 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 Works.
- 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.
- 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 Works, or their designee, will inspect all sites for completeness prior to payment approval.

POTENTIAL ADDITIONAL SERVICES

The City may occasionally wish to plant flowers, apply mulch, plant sod, etc. The City will solicit a quote from the contractor but reserves the right to obtain competitive quotes and award the work to the low bidder.

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. The preferred method of installation is for the mulch to be blown in using an Express Blower truck or equivalent.

2. Quantity

The amount (thickness) of mulch to be added shall be determined by the Director of Public Works, or their designee. 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 Works, 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 Director of Public Works 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.
- The Contractor agrees that it is its responsibility and not the responsibility of the City
 of safeguard the property and materials used in performing this Contract. Further
 the Contractor agrees to hold the City harmless for any loss of such property and

- materials used in pursuant to the Contractor's performance under this Contract.
- 3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

CONTRACT for MOWING SERVICES

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (herein after referred to as "Client"), and <u>B&B Landscaping</u> whose address is <u>5392 Pleasant Ridge Hill Dr. Fenton, MI 48430</u>, (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

<u>Article I.</u> 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.

<u>Article II.</u> Timing of Performance.

Performance of this Contract shall commence on the date of the last signature and end on December 31, 2022. 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. The Client agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon 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.

Payments shall be made upon verification of invoices received by the Client. 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.

<u>Article V:</u> 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 subcontracted 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 B, 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 B.

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.

<u>Article VIII</u>: General Provisions.

- A. <u>Entire Agreement</u>. 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. <u>Compliance with Laws</u>. 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. <u>Assignment</u>. 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. <u>Third Parties</u>. 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.
- F. <u>Notices</u>. 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:

<u>Client</u>: City Manager, Peter E. Auger and City Clerk, Cortney Hanson <u>Contractor</u>: B&B Landscaping

- G. <u>Changes</u>. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- H. <u>Waivers</u>. 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.
- 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.

J. <u>Conflict</u>. 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: Cortney Hanson Its: Clerk | | |
| WITNESS AND DATES OF SIGNATURES: | CONTRACTOR | | |
| Date: | By: Robert Anton Its: CEO | | |

1275476.3



CITY OF NOVI

MOWING 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 Bid/Fee Proposal Form.

CONTENTS: Included in this Addendum is one (1) page of written addenda description.

Pre-Bid Meeting Update: Due to a forecasted snow event the pre-bid conference has been rescheduled to Tuesday, February 8th at 10:00 A.M.

Tracey Marzonie Purchasing Department

Notice dated: January 31, 2022



Please note that solicitations issued prior to June 10, 2017 can be found here: http://legacy.mitn.info

Addendum Description

Pre-Bid Meeting rescheduled to Tuesday, February 8th, 2022.

Notice Modifications

| Notice Information | From Value | To Value | |
|--------------------|---|--|--|
| Pre-Bidding Events | Prebid Conference | Prebid Conference | |
| | Mandatory | Mandatory | |
| | 2/3/22 10:00 AM EST/EDT | 2/8/22 10:00 AM EST/EDT | |
| | Novi Civic Center 45175 Ten Mile Rd, Novi MI 48375 | Novi Civic Center 45175 Ten Mile Rd, Novi MI 48375 | |
| | If a snow or ice event occurs on the date for the pre-bid meeting, it is likely that we will postpone the pre-bid meeting. We will notify you of the meeting postponement by posting an addendum on the MITN website at www.mitn.info. | If a snow or ice event occurs on the date for the pre-bid meeting, it is likely that we will postpone the pre-bid meeting. We will notify you of the meeting postponement by posting an addendum on the MITN website at www.mitn.info. | |

Category Modifications

| Added Categories | | | |
|---------------------|--|--|--|
| No Categories Added | | | |

| Removed Categories | | | Trans. |
|-----------------------|--|--|--------|
| No Categories Removed | | | |

02/08/2022 08:03 AM EST



CITY OF NOVI

MOWING SERVICES

ADDENDUM #3

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 Bid/Fee Proposal Form.

CONTENTS: Included in this Addendum are three pages of written addenda description, which includes questions and answers and the pre-bid sign-in sheet.

QUESTIONS:

- Do sites treated with chemical weed control need to be flagged?
 Answer: Yes
- 2. Will traffic control be necessary?

 Answer: Yes, anytime traffic is impeded, vendor is required to provide necessary signage and flaggers.
- 3. How often is sidewalk/curb edging required? Answer: Bi-weekly
- 4. Will vendor be providing mulch for beds?

 Answer: Initially vendor will be turning all mulch in the spring. The City will request mulch replacement as needed by location.
- 5. What are the planned construction projects that will impact mowing locations? Answer: Currently unknown. Vendor will have to work around any construction projects as they occur.
- 6. Will the award be made to the lowest bidder?

 Answer: Award will be made to the lowest qualified bidder as determined by the City.
- 7. Previous year's mulch volumes by location:
 - a. Gateway Signs 50 yards

- b. Novi Medians 180 yards
- c. 13 Mile & S. Lake Dr. 5 yards
- d. 12 Mile Medians 335 yards. (This is from 2020 and since then we have removed many of the beds which will greatly reduce this number.)

Tracey Marzonie Purchasing Department

Notice dated: February 10, 2022