



**CITY OF NOVI CITY COUNCIL
OCTOBER 28, 2024**

SUBJECT: Consideration of approval to award a unit price contract to Teddy's Lawn & Landscape, the lowest qualified bidder, for Snow Removal Services for City Streets and Municipal Sites, excluding the Novi Public Library, in the estimated seasonal amount of \$144,000. The contract term is for one year with three one-year renewal options.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

KEY HIGHLIGHTS:

- Awarding of a unit price contract based on "seasonal rate" rather than "per push" rate results in an estimated savings of \$354,100.
- Four equal payments will be made in the amount of \$36,000 on November 1, December 1, January 1, and February 1 for seasonal services totaling \$144,000
- The Novi Public Library has chosen to use a separate contractor.

FINANCIAL IMPACT

	FY 2024/25
EXPENDITURE REQUIRED	\$ 144,000 ESTIMATED SEASONAL AMOUNT FOR MUNICIPAL SITES ONLY STREETS ARE AS NEEDED
BUDGET GENERAL FUND Parks 101-441.20-868.208 Civic Center 101-442.20-868.265 Police HQ & Gun Range 101-442.20-868.301 Fire Stations 101-442.20-868.337 DPW Building 101-442.20-868.442	\$306,900
LOCAL STREET FUND Neighborhood Streets 203-203.07-868.100	\$ 30,000
APPROPRIATION REQUIRED	\$ 0
FUND BALANCE IMPACT	\$ 0

Additional payments for services exceeding the estimated number of pushes per municipal site would be required. Neighborhood street clearing would be paid per event at the hourly rate.

BACKGROUND INFORMATION:

Since 2017, the City of Novi has used contractual snow removal assistance services on municipal parking lots and select neighborhood roadways. This resource allows operators to work more effectively and efficiently when clearing snow and ice.

The Department of Public Works solicited unit price bids, based on snow removal support service needs for the 2024-2025 winter season. The bidding documents identify two levels of service:

Priority 1 (Police Headquarters and Civic Center), which requires snow and ice removal within 1 hour of inclement weather with zero tolerance for snow or ice; and

Priority 2 (Fire Stations 1-4, Indoor Gun Range, Novi Public Library, Lakeshore Park and DPW), which requires snow and ice removal within two hours of snow accumulation greater than two inches. In addition, roadway support services were solicited to enhance the level of service to neighborhood roads as needed during large snow events.

Bid pricing was solicited in two forms: a "per-push" rate (amount billed associated with services rendered) or a "seasonal" pre-paid amount (amount paid prior to the season guaranteeing support services at a reduced overall rate). Based on estimated snow removal and salting requirements, a "per-push" rate would cost the City an estimated \$521,100. If the City commits to Teddy's Lawn & Landscape at a "seasonal" rate, the estimated expenditure totals approximately \$144,000 (**\$167,000 Alternate Bid less \$23,000 equals \$144,000**), for the same services, a savings of \$354,100.

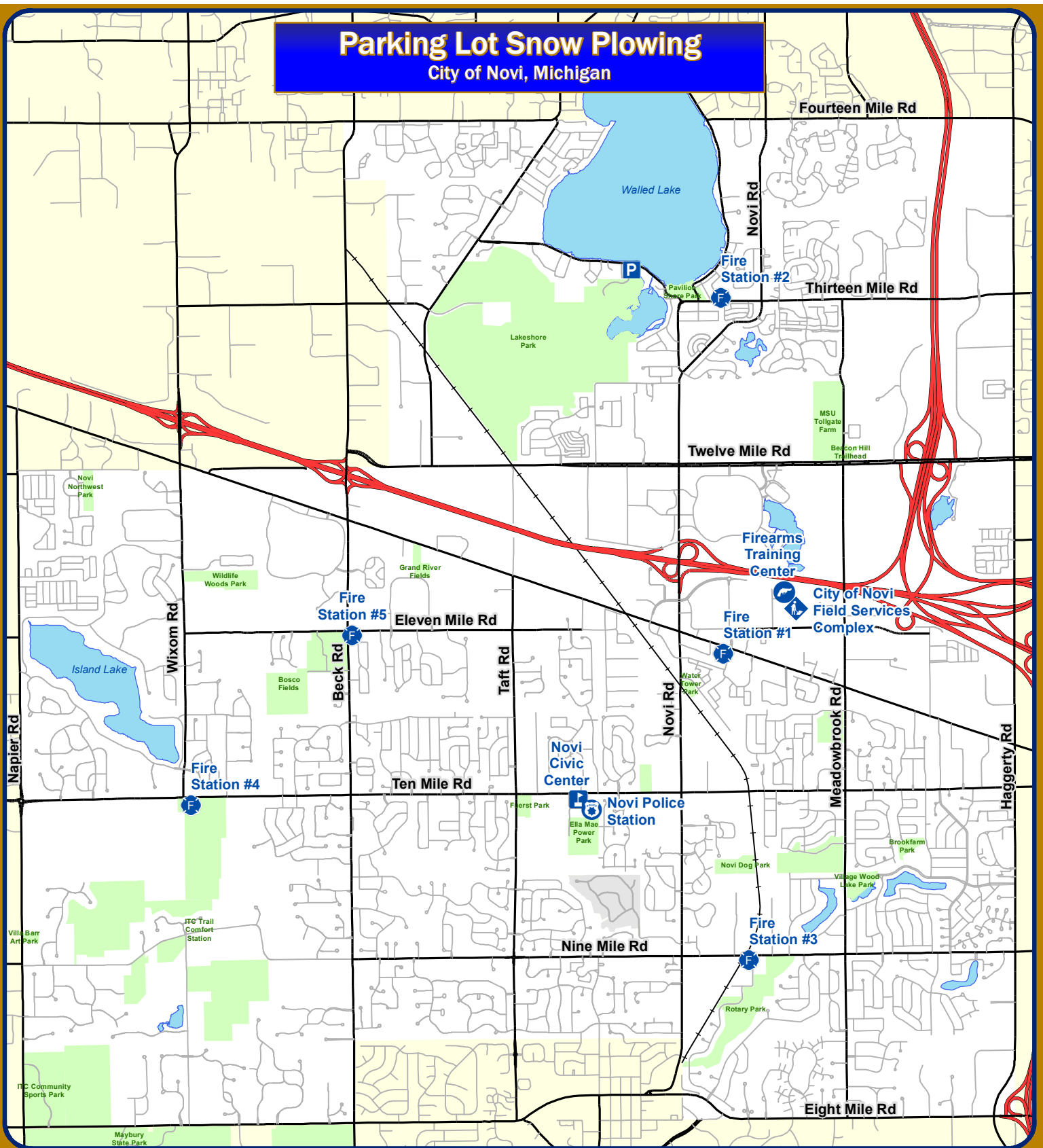
The seasonal rate for municipal lots and sidewalks would be paid four times throughout the winter (November 1, December 1, January 1, and February 1) prior to services being rendered at a cost of approximately \$36,000 per billing or \$144,000 total. Additional payments are required for services exceeding the estimated number of pushes per municipal site. Neighborhood street clearing is paid per event at the hourly rate.

Three (3) bids were received and opened on October 11, 2024, following a public bid solicitation period. Teddy's Lawn & Landscape bid is recommended as being in the best interest of the City as it is responsive (i.e., Teddy's Lawn & Landscape has complied with all bidding requirements and best meets service needs). A unit price bid tabulation is enclosed, which also includes hourly pricing for work requested on neighborhood streets.

RECOMMENDED ACTION: Approval to award a unit price contract to Teddy's Lawn & Landscape, the lowest qualified bidder, for Snow Removal Services for City Streets and Municipal Sites, excluding the Novi Public Library, in the estimated seasonal amount of \$144,000. The contract term is for one year with three one-year renewal options.

Parking Lot Snow Plowing

City of Novi, Michigan



Map Author: Keri K. Blough
 Date: September 23, 2024
 Project: Parking Lot Plowing Overview
 Version #: 2.0

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Parking Lot	Address	Parking Lot Area (Approx.)
City Hall & Civic Center	45175 Ten Mile Rd	153,368 sq. ft.
Fire Station 1	42975 Grand River Ave	27,215 sq. ft.
Fire Station 2	1919 Paramount St	12,903 sq. ft.
Fire Station 3	42785 Nine Mile Rd	14,422 sq. ft.
Fire Station 4	49375 Ten Mile Rd	42,488 sq. ft.
Lakeshore Park	601 South Lake Dr	38164 sq. ft.
Police Station	45125 Ten Mile Rd	72,016 sq. ft.
Police Gun Range	26350 Lee BeGole Dr	10,853 sq. ft.
Public Works	26300 Lee BeGole Dr	40,819 sq. ft.



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



1 inch = 4,200 feet



CITY OF NOVI
SNOW REMOVAL SERVICES - CITY STREETS & MUNICIPAL SITES BID TAB
10/11/2024 2:00 PM

Company		B & B Landscaping	Teddy's Lawn & Landscape	Platinum Services
CITY STREETS				
Dump Truck w/plow & operator	Per Hr	\$90	\$170	\$495
	No. Units	7	10	10
		Plow Scraper Yes 1 truck	Plow Scraper Some	Plow Scraper Yes
4x4 Pickup w/plow & operator	Per Hr	\$80	\$150	\$295
	No. of Units	15	10	7

OTHER EQUIPMENT	Hourly Rate	No. of Units	No. of Units	No. of Units
John Deere Loader	\$130	1		
John Deere Tractor/Loader	\$130	4		
Gehl Skidsteer/Pusher	\$80	1		
ATV/Plow/Salt Spreader	\$40	7		
1 Yard Loader	\$200		2	
2.5 Yard Loader	\$325		2	
Snow melter	\$650		1	
CAT 3 Yard Loader	\$295			2
CAT Skidloader plow & pusher	\$225			3
Ditch Witch Mini Plow	\$225			4
Foreman Quads	\$250			7

MUNICIPAL SITES				
Priority 1				
Police HQ	Per Hour	\$310	\$350	\$470
Police HQ	Per Push	\$925	\$1,500	\$650
Civic Center	Per Hour	\$400	\$350	\$470
Civic Center (alternate pricing)	Per Push	\$1,150	\$3,800	\$2,375

CITY OF NOVI
SNOW REMOVAL SERVICES - CITY STREETS & MUNICIPAL SITES BID TAB
10/11/2024 2:00 PM

Company		B & B Landscaping			Teddy's Lawn & Landscape			Platinum Services		
		1"-5"	5" +	Salting	1"-5"	5" +	Salting	1"-5"	5" +	Salting
Priority 2										
FS #1	Per Push	\$375	\$375	\$375	\$125	\$185	\$110	\$400	\$800	\$275
FS #2	Per Push	\$250	\$250	\$250	\$100	\$150	\$85	\$550	\$950	\$395
FS #3	Per Push	\$375	\$375	\$375	\$125	\$185	\$110	\$400	\$800	\$350
FS #4	Per Push	\$375	\$375	\$375	\$185	\$275	\$160	\$600	\$1,100	\$500
Police Gun Range	Per Push	\$275	\$275	\$275	\$115	\$170	\$125	\$350	\$695	\$325
Dept of Public Works	Per Push	\$375	\$375	\$375	\$185	\$250	\$160	\$475	\$895	\$375
Lakeshore Park	Per Push	\$530	\$530	\$530	\$300	\$450	\$300	\$450	\$800	\$650

CITY OF NOVI
SNOW REMOVAL SERVICES - CITY STREETS & MUNICIPAL SITES BID TAB
10/11/2024 2:00 PM

Company		B & B Landscaping	Teddy's Lawn & Landscape	Platinum Services
SEASONAL PRICING (ALTERNATE)				
Priority 1				
Police HQ - Seasonal Amt		\$81,000	\$22,000	\$54,000
- Additional Push's		\$700	\$1,250	\$600
Civic Center - Seasonal Amt		\$92,000	\$55,000	\$160,000
- Additional Push's		\$725	\$1,400	\$2,000
Priority 2				
FS #1 - Seasonal Amt		\$12,375	\$8,000	\$32,500
- Additional Push's		\$375	\$160	\$600
FS #2 - Seasonal Amt		\$4,970	\$6,000	\$40,000
- Additional Push's		\$250	\$150	\$850
FS #3 - Seasonal Amt		\$12,375	\$8,000	\$35,000
- Additional Push's		\$375	\$250	\$650
FS #4 - Seasonal Amt		\$12,375	\$10,500	\$45,000
- Additional Push's		\$375	\$300	\$750
Police Gun Range - Seasonal Amt		\$8,250	\$7,000	\$30,000
- Additional Push's		\$275	\$200	\$650
DPW - Seasonal Amt		\$11,200	\$10,500	\$36,000
- Additional Push's		\$375	\$300	\$650
Lakeshore Park - Seasonal Amt		\$21,200	\$17,000	\$51,000
- Additional Push's		\$440	\$500	\$850
TOTAL SEASONAL		\$255,745	\$144,000	\$483,500
Monetary credit if season results in less than the minimum number of estimated pushes?		Yes	No	No
Guaranteed Response Time (City Streets)		Less than 1 hour	12 hours	1 hour or Less
Guaranteed Response Time (Municipal Sites)		Less than 1 hour	1 hour	1 hour or Less



CITY OF NOVI

**SNOW REMOVAL SERVICES –
CITY STREETS & MUNICIPAL SITES**

BID FORM

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

Pricing: The prices quoted for items shall include all related costs such as equipment, labor (including overtime, holiday, etc.), fuel, and insurance.

CITY STREETS

◆ **Primary Snow Fighting Equipment**

Description	Front Plow Yes/No	Underbody Scraper Yes/No	Number of Units Available	Hourly Rate - Snow Plowing
Dump Truck with plow and operator	yes	some do some don't	10	\$ 170. ⁰⁰
4x4 Pick-up Truck with plow and operator	yes	NO	10	\$ 150. ⁰⁰

Other Snow Fighting Equipment Available (This list will have no effect on the award of the contract). Attach additional sheet, if necessary.

	Description	Number of Units Available	Hourly Rate - Snow Plowing
1	SNOW MELTER	1	\$ 650. ⁰⁰
2	1 YD LOADER	2	\$ 200. ⁰⁰
3	2.5 YD LOADER	2	\$ 325. ⁰⁰
4			\$

MUNICIPAL SITES – PARKING LOTS/DRIVE APPROACHES/SIDEWALKS

PRIORITY ONE: Plowing and salting, Continuous Push within one (1) hour of any accumulation less than 1" and/or icing conditions

Location	Unit	Continuous Push, includes de-icing (using contractor-provided salt)
Police Headquarters	Hour	\$ 350. ⁰⁰
Police Headquarters (alternate pricing)	Per Push	\$ 1,500. ⁰⁰
Civic Center	Hour	\$ 350. ⁰⁰
Civic Center (alternate pricing)	Per Push	\$ 3,000. ⁰⁰

PRIORITY TWO: Plowing and salting completed within two (2) hours of snow accumulation equal to or greater than 2" and/or icing conditions

Location	Unit	Snow Plowing 1" – 5" of snow	Snow Plowing 5"+ of snow	Salting (using contractor-provided salt)
Fire Station #1	Per Push	\$ 125. ⁰⁰	\$ 185. ⁰⁰	\$ 110. ⁰⁰
Fire Station #2	Per Push	\$ 100. ⁰⁰	\$ 150. ⁰⁰	\$ 85. ⁰⁰
Fire Station #3	Per Push	\$ 125. ⁰⁰	\$ 185. ⁰⁰	\$ 110. ⁰⁰
Fire Station #4	Per Push	\$ 185. ⁰⁰	\$ 275. ⁰⁰	\$ 160. ⁰⁰
Police Gun Range	Per Push	\$ 115. ⁰⁰	\$ 170. ⁰⁰	\$ 125. ⁰⁰
Public Library	Per Push	\$ 400. ⁰⁰	\$ 600. ⁰⁰	\$ 300. ⁰⁰
Public Works	Per Push	\$ 185. ⁰⁰	\$ 250. ⁰⁰	\$ 160. ⁰⁰
Lakeshore Park	Per Push	\$ 300. ⁰⁰	\$ 450. ⁰⁰	\$ 300. ⁰⁰

ALTERNATE: PER SEASON (contractor provides all deicing products & salt)

Location	Priority Level	Estimated Pushes	Seasonal price	Price per push for pushes that exceed the maximum number estimated
Police Headquarters	One	90 - 110 pushes per season	\$ 22,000. ⁰⁰	\$ 1,250. ⁰⁰
Civic Center	One	80 - 100 pushes per season	\$ 55,000. ⁰⁰	\$ 1,400. ⁰⁰
Fire Station #1	Two	42 - 56 pushes per season	\$ 8,000. ⁰⁰	\$ 160. ⁰⁰
Fire Station #2	Two	42 - 56 pushes per season	\$ 6,000. ⁰⁰	\$ 150. ⁰⁰
Fire Station #3	Two	42 - 56 pushes per season	\$ 8,000. ⁰⁰	\$ 250. ⁰⁰
Fire Station #4	Two	42 - 56 pushes per season	\$ 10,500. ⁰⁰	\$ 300. ⁰⁰
Police Gun Range	Two	36 - 48 pushes per season	\$ 7,000. ⁰⁰	\$ 200. ⁰⁰
Public Library	Two	42 - 56 pushes per season	\$ 23,000. ⁰⁰	\$ 600. ⁰⁰
Public Works	Two	36 - 48 pushes per season	\$ 10,500. ⁰⁰	\$ 300. ⁰⁰
Lakeshore Park	Two	48 - 64 pushes per season	\$ 17,000. ⁰⁰	\$ 500. ⁰⁰

Will you credit the City when the season results in less than the minimum number of estimated pushes? NO

Guaranteed Response Time (City Streets)

12

Guaranteed Response Time (Municipal Sites)

1



CITY OF NOVI

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

Failure to answer all questions could result in rejection of your proposal.

Name of Firm Teddy's LAWN & Landscape, INC
Address: 12725 LEVAN ROAD
City, State Zip LIVONIA MI 48150
Telephone 734-525-6945 Fax 734-525-6927
Mobile 734-765-5759
Authorized Representative's Name (please print) Brent Teddy
Authorized Representative's Title: President
Email Address: brent@teddyslandscape.com
Website Teddyslandscape.com

1. Organizational structure: Corporation, Partnership, etc. Corporation
Name of Owner, President, CEO Brent Teddy

2. Firm established: 1996 Years in business: 30

3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?
No Yes Reason: _____

4. Under what other or former names has your organization operated?
Teddy's CUT & Scape

5. How many full-time employees? 75 Part-time? 30

6. Are you able to provide insurance coverage as required by this bid? yes

7. 24/7 Emergency Telephone Number Wes Pattenavale 734-890-0030

8. Do you have a Day and a Night shift? Yes No

9. Provide your procedure for handling night & weekend calls
During snow and ice storms dispatch is in the office and taking all calls. Cell phone numbers will be available for supervisors and managers. Office phone voicemail is checked every 2 hours on weekends during non snow days.

We acknowledge receipt of the following Addenda: N/A
(please indicate numbers)

Exceptions to specifications (all exceptions must be indicated here, or included on attached sheet):

Comments: _____

NON-IRAN LINKED BUSINESS

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

This bid submitted by:

Company (Legal Registration) Teddys LAwn + landscape

Address 12725 LEVAN ROAD

City LIVONIA State MI Zip 48150

Telephone 734-525-6945 Fax 734-525-6927

Representative's Name (please print) Brent Teddy

Representative's Title President

Representative's Signature *Brent Teddy*

E-mail Brent@teddyslandscape.com

Date 10/11/24

10. Are you willing and able to make the City of Novi your sole commitment for the duration of the contract? Yes _____ No X

If no, please explain. _____

we are willing to allot dedicated equipment to all Novi sites for the duration of contract
the advantage is we have over 50 trucks + sidewalk

11. Are you willing to use Novi AVL tracking units on your vehicles? Yes _____ No X

Yes _____ No X have our own

pieces for
back up

12. Provide the name and work experience of the field supervisor you are assigning to this contract. This supervisor will be the main contact for the City and will be supervising contract compliance, timeliness, and quality of work in the field.

Chris Donald have multiple year experience w/us as well as other landscape / snow companies to manage & maintain snow sites

13. How many years of experience does your firm have in providing snow removal services to municipalities? _____ (please list the municipalities & years of service at each).

Westwood Schools - ~~14~~ 4 yrs

Dearborn City - 1 yr

MSP Northville / Taylor - 8 yrs

14. How many clients does your company currently serve with the type of work described? 200 +

15. Has your company had a similar contract for snow removal services terminated for cause within the last three years? If yes, please explain.

no the company has not been terminated by any similar contracts.

-
-
16. Please provide information on your hiring practices, employee training, and employee safety programs. Attach an additional sheet, if necessary.

All employees that are drivers of company vehicles have drivers license checked and approved by insurance company. CDL drivers are randomly drug and alcohol tested. Equipment and safety training programs are held throughout the winter months.

17. Please describe your procedures for handling complaints from residents.

Any complaints that should arise by residents are quickly resolved by management team. Voice-mails or e-mails are checked 24/7 throughout the winter and a team member is in the office in dispatch during any snow or ice storms.

18. Please provide information relative to the experience and financial capability of your company to carry out the terms of this contract.

The company has all the equipment necessary to fulfill this contract. The company has lines of credit with Ford truck, Snow Ex and many other vendors if any equipment needs arise. The company also has credit lines with many salt providers.

19. **References:** Provide at least three (3) references for projects that are comparable in scope to this bid. References from municipalities would be desirable.

Company Northville Park Place
Address 18771 Traditions Dr. Northville MI 48167
Phone 730-586-6101 Contact name Joe Lima

Company Forgotten Harvest
Address 15000 8 mile Oak Park MI 48237
Phone 248-595-1300 Contact name Tom Haefner

Company Westwood Community Schools
Address 3335 S. Beech Daly Dearborn MI 48125
Phone 313-268-4447 Contact name Patrick Anderson

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

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

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: 

Representative's Name (please print) Brent Teddy

Date 10/11/24



Equipment Allotment List

4-5 Trucks with V-plows or push plows

All trucks have 2-5 cy salters

2 trucks with liquid tanks for pre treating

1 yd loader with pusher

Skid steer with pusher

Multiple sidewalk crew equipment-snow blowers, snow rators, ATV's

CONTRACT FOR SNOW REMOVAL SERVICES

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and Teddy's Lawn & Landscape, (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Contractor shall provide the materials and perform the services described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence on the date of the last signature and end one year from the date of signature. 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. With respect to the annual pre-payment amount, Client will pay Contractor in four (4) equal installments of \$36,000.00 to be paid on or about November 1, 2024, December 1, 2024, January 1, 2025, and February 1, 2025. Payment is subject to the credit and additional payments schedule set forth in Schedule A. All credits and additional required payments shall be invoiced within 30-days of the last service provided for the season. For services rendered on an hourly basis in accordance with Schedule A, Contractor shall invoice Client on a monthly basis. 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 the event of early termination, payments for services provided shall be on a per push basis. Client shall pay for all pushes completed through the final termination date. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: Independent Contractor/Vendor Relationship.

A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

- B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.
- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule 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.

Article VIII: **General Provisions.**

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:
 - Client: City Manager, Victor Cardenas and City Clerk, Cortney Hanson
 - Contractor:
- G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- H. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

- I. 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. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

IN WITNESS WHEREOF, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date last listed below.

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Justin Fischer
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

WITNESS AND DATES
OF SIGNATURES:

TEDDY'S LAWN & LANDSCAPE

Date: _____

By: Brent Teddy
Its: President