



CITY of NOVI CITY COUNCIL

Agenda Item D
February 12, 2007

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SUBJECT: Approval to award landscape contract to Professional Grounds Services, the low bidder, in the amount of \$24,605 and the fertilization contract to TruGreen Chemlawn, the low bidder, in the amount of \$3,610 for services at Meadowbrook Commons, as recommended by Keystone Management Company.

SUBMITTING DEPARTMENT: Parks, Recreation & Forestry

CITY MANAGER APPROVAL: [Signature]

Table with 2 columns: Category (EXPENDITURE REQUIRED, AMOUNT BUDGETED, APPROPRIATION REQUIRED, LINE ITEM NUMBER) and Value (N/A).

BACKGROUND INFORMATION:

Keystone Management Company obtained four written bids for landscape services (weekly mowing, spring - fall clean-up, shrubbery etc.) and six written bids for lawn fertilization (five times) for the Meadowbrook Commons facility. Staff reviewed all bids and performed reference checks on both Professional Grounds Services and TruGreen Chemlawn. Staff are confident that the companies can meet the facility's quality standards. A bid tabulation sheet, a recommendation letter from Cheryl Zagorski of Keystone Management Company and the contracts for 2007 are attached.

RECOMMENDED ACTION:

Table with 5 columns (1, 2, Y, N) and 4 rows (Mayor Landry, Mayor Pro Tem Capello, Council Member Gatt, Council Member Margolis).

Table with 5 columns (1, 2, Y, N) and 3 rows (Council Member Mutch, Council Member Nagy, Council Member Paul).



February 5, 2007

To: Randy Auler
Kathy Smith-Roy

From: Cheryl A. Zagorski

Subject: Summary of Lawn Maintenance Bids for 2007

Keystone Management Group has obtained four bids for lawn maintenance and six bids for fertilization at Meadowbrook Commons for the 2007 season. Our recommendation is to award this year's contract to Professional Grounds Services and TruGreen ChemLawn for the following reasons:

1. Professional Grounds Services is the low bidder at \$24,605 and TruGreen ChemLawn is the low bidder at \$3,610.
2. References for both Professional Grounds Services and TruGreen ChemLawn are impeccable.

Respectfully,

A handwritten signature in cursive script that reads "Cheryl A. Zagorski".

Cheryl A. Zagorski
Manager
Meadowbrook Commons

**2007 Lawn Maintenance Contract
Meadowbrook Commons**

Contractor	Spring & Fall Clean- up	Weekly Mow (26)	Round up App. (2)	Trees & Shrub	Gardens (2)	Lawn Fertil- zation (5)	Total
Professional Grounds Services	\$1,615	\$18,720	\$700	\$2,580	\$900	\$3,700	\$28,305
Torre & Bruglio	\$1,780	\$23,140	\$450	\$2,870	\$356	\$3750	\$32,296
Great Oaks	\$2,144	\$20,800	\$600	\$3,430	\$1,800	\$4,500	\$32,974
Absolute Outdoor Services	\$2,300	\$19,240	\$600	\$4,700	\$7,200	\$5,500	\$39,570
Magical Touch							In- complete

**2007 Lawn Fertilization Program
Meadowbrook Commons**

Contractor	Total
TruGreen ChemLawn	\$3,610 (w/discount for pre-pay)
Fertilizer Plus	\$3,975

LAWN MAINTENANCE CONTRACT

This Contract made on this 1st day of March, 2007 by and between Meadowbrook Commons (legal name) commonly known as Meadowbrook Commons Apartments, hereinafter referred to as **OWNER**, and Professional Grounds Services, LLC, hereinafter referred to as **VENDOR**, whose Federal Identification Number is 38-3473017 and whose address and telephone number for purposes of notice under this contract is 23077 Greenfield, Suite 107, Southfield, MI 48075 (248) 765-0867 hereby enter into this contract for **lawn maintenance service**, subject to the following terms and conditions:

SECTION I. Term - This contract shall begin on March 1, 2007 and terminate on and including November 30, 2007, subject to premature termination provisions hereinafter set forth in Sections IV and VII of this Contract.

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

SECTION III. Scope of Services to be performed

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

I. Vendor shall have no claim against the Managing Agent for payment of services, the Owner being solely liable for the payment of services rendered under this contract.

J. *Spring Clean up:*

1. Remove all debris (sticks, paper, leaves, and garbage) from turf areas, tree and shrub beds, parking areas, carports and sidewalks. The entire grounds shall be clear of all prior year foliage. This service shall be completed in the month of April, at a cost of 790.-

K. *Mowing, Trimming and Edging of Lawn Area:*

1. Mow, trim and edge the entire lawn area at the above location for the duration of the cutting season.
2. The cutting season shall commence in April 15th and shall continue through October 31st. Service before or beyond this time frame shall require approval by the Regional Property Manager.
3. The cutting season shall be based on a per cut cost of 720.-. The maximum amount of cuttings shall be 26. In the event that the Site Manager requests weekly cutting not be performed, due to dry conditions, contractor shall not bill for that week. A season of less than 26 cuttings will constitute a reduction in the contract price. If conditions dictate additional cuttings beyond 26, the Regional Manager must approve this service.
4. All lawn areas shall be mowed with rotary mowers.
5. After each cutting, clippings shall be removed from all concrete and asphalt areas including, but not limited to, sidewalks, porches, driveways, carports and planter beds.
6. Lawns will be edged weekly. This includes all areas where concrete meets grass.
7. Stone guards will be in place on all mowers during operation.
8. Trimming is to be accomplished weekly with nylon string machines. Contractor is to trim all grass and weeds, which can not be accessed with the mowers in areas such as, fences, buildings, parking lots, patio porches, near air conditioners, and gas / electric meters. It is management's intention that all grass and weeds on the entire property be trimmed and included in this contract.
9. Tree suckers that sprout-up in beds are to be string trimmed at each cutting.

L. *Gardening:*

1. All shrub and planter beds shall be weeded and cleaned.
2. Soil will be turned at a depth of two (2) inches if beds are not chipped or other suitable groundcover is in place.
3. A pre-emergent shall be applied to create a weed control barrier. There shall be a distinct edge to all tree wells and planter/shrubbery beds.
4. All debris accumulated will be removed from the site.
5. Gardening service will be performed twice per year at a cost of 450.- per service. The initial service will be in the month of May and second service will be in the month of August.

M. *Trees and Shrubs Pruning and Trimming:*

1. Trees and shrubs will be trimmed and pruned, up to ten feet (10) to maintain a natural size and shape.
2. Existing ornamented plant material will be maintained to preserve uniqueness and plant health.
3. All debris accumulated will be removed from the site.
4. Trimming shall be performed twice per year at a cost of 990.- per service. The initial service will be in the month of May and second service will be in the month of August.

N. *Lawn Fertilization Program:*

1. Five (5) fertilizations will be applied over the duration of the cutting season.
2. One pre-emergent crabgrass application shall be applied in April, at a cost of 740.-
3. Three (3) broadleaf weed control fertilizer will be applied in June, July, and August, at a cost of 740.- per service.
4. One Weed and Feed fertilization will be applied in October, at a cost of _____.
5. Please circle which application you use : LIQUID OR GRANULAR.

O. *Tree and Shrub Insecticide/Fertilization Applications:*

1. One tree insecticide will be applied to all trees and shrubs in the month of May, for leaf chewing insects, at a cost of 690.-

P. Round up Applications:

1. All weeds in concrete and asphalt areas, will be treated with a contact weed killer by a licensed technician. This service will be completed three times per season, June, July, and September, at a cost of 350.- per service.

Q. Fall Clean up:

1. One fall clean up shall be performed after the final cutting of the season when a minimum of 80% of leaves has fallen. All leaves and debris shall be removed from planter beds, sidewalks, streets, lawns, and the entire property, at a cost of 825.-.

R. Services Available Upon Request:

1. Mulch installation at 45.- per cubic yard.
2. Flower installation at 31.- per flat.

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

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

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

SECTION V. Indemnification

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

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

Service	Per unit cost	Maximum allowable	Est. Total cost
Spring Clean-up	<u>790.-</u>	<u>1</u>	<u>790.-</u>
Lawn Mowing, Trimming, edging	<u>720.-</u>	<u>26</u>	<u>18,720.-</u>
Gardening	<u>450.-</u>	<u>2</u>	<u>900.-</u>
Tree and shrub Pruning	<u>990.-</u>	<u>2</u>	<u>1,980.-</u>
Lawn Fertilization	<u>740.-</u>	<u>5</u>	<u>3,700.-</u>
Pre-emergent	<u>ENC.</u>	<u>1</u>	<u> </u>
Broad Leaf Control	<u>ENC.</u>	<u>3</u>	<u> </u>
Weed and Feed	<u>ENC.</u>	<u>1</u>	<u> </u>
Tree and shrub Insecticide	<u>690.-</u>	<u>1</u>	<u>690.-</u>
Round up applications	<u>350.-</u>	<u>2</u>	<u>700.-</u>
Fall Clean-up	<u>825</u>	<u>1</u>	<u>825</u>

Total potential cost 28,305.-**
**Estimate only

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

 P. O. Box 30316, Lansing, MI 48909

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

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

1-31-07
Dated

PROFESSIONAL GROUNDS SERVICE
Vendor
BY: [Signature]
ITS: ACCOUNT MANAGER

Dated

Owner
BY: _____
ITS: Managing Agent Representative

2007

TRUGREEN ChemLawn®

2007 COMMERCIAL SERVICE AGREEMENT

TruGreen - ChemLawn
 48932 Wixom Tech Dr.
 Wixom, MI 48393
 Ph: 248-960-1216
 Fax: 248-960-1468

Customer #

Property: MEADOWBROOK COMMONS Address: 25075 Meadowbrook Road City/St/Zip: Novi MI 48375 Site Contact: Ronald Boyke Phone: (248) 305-8646 (248) 305-8914	BILL TO: SAME Address: City/St/Zip: Contact: Phone:
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LAWN CARE SERVICES		
TREATMENT	DESCRIPTION	COST
Early Spring Round 1	Fertilization Broadleaf Weed Control Pre-Emergent for Crabgrass Control	\$ 760.00
Late Spring Round 2	Fertilization Broadleaf Weed Control:	
Early Summer Round 3	Fertilization: Broadleaf Weed Control:	\$ 760.00
Late Summer Round 4	Fertilization Broadleaf Weed Control	\$ 760.00
Early Fall Round 5	Fertilization Broadleaf Weed Control	\$ 760.00
Late Fall Round 6	Fertilization Broadleaf Weed Control Fall turf booster Fertilization	\$ 760.00
Winterizer Round 7	Fertilization Broadleaf Weed Control Fall turf booster Fertilization	
ANNUAL LAWN CARE COST		\$ 3,800.00

TREE AND SHRUB CARE SERVICES		
TREATMENT	DESCRIPTION	COST
Early Spring Round 1	Horticulture Oil Insect Control ash, crabs, spruce	
Late Spring Round 2	Fertilization Root Zone Fertilization	
Early Summer Round 3	Insect Control Disease Control	
Late Summer Round 4	Insect Control Disease Control	
Early Fall Round 5	Insect Control Disease Control	
Late Fall Round 6	Fertilization Root Zone Fertilization	
Winterizer Round 7	Horticulture Oil Vapor Guard	
ANNUAL TREE & SHRUB CARE COST		\$ -

BENEFICIAL SERVICES		COST
Lime		
Core Aeration		
Slit Seeding		
Fungicide		
Insect Control		
Grub Control		
Vegetation Ctrl.		
Vegetation Ctrl.		
Vegetation Ctrl.		
ANNUAL BENEFICIAL SERVICES COST	\$0.00	
TOTAL ANNUAL LAWN CARE SERVICE COST	\$3,800.00	

BENEFICIAL SERVICES		COST
Lime		
Core Aeration		
Slit Seeding		
Fungicide		
Insect Control		
Grub Control		
Vegetation Ctrl.		
Vegetation Ctrl.		
Vegetation Ctrl.		
ANNUAL BENEFICIAL SERVICES COST	\$0.00	
TOTAL ANNUAL TREE & SHRUB CARE SERVICE COST	\$ -	

TERM OF AGREEMENT one year two year three year

TERM OF AGREEMENT one year two year three year

Comments:
 PLEASE SEE SITE MAP FOR SPECIFIC LOCATIONS

TOTAL ANNUAL SERVICE COST	\$3,800.00
TOTAL ANNUAL COST WITH 5% PRE PAYMENT	\$3,610.00

Please indicate contract terms above

 AUTHORIZED SIGNATURE

 TITLE

 DATE

Bill Stewart
 REPRESENTATIVE

1/29/07
 DATE

BILL STEWART, COMMERCIAL SALES MANAGER

 DATE