



CITY of NOVI CITY COUNCIL

Agenda Item 3
February 28, 2011

SUBJECT: Approval to award a one-year contract extension (the first of three potential extensions) to Brien's Services, Inc. to perform the City's 2011 Lawn and Landscape Maintenance Services, for an estimated annual amount of \$164,000.

SUBMITTING DEPARTMENT: Department of Public Services – Field Operations Division 

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	Estimated \$164,000
AMOUNT BUDGETED	Approximately \$170,000 (Various Line Items)
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	Allocated by Department Fund

BACKGROUND INFORMATION:

On May 17, 2010 the Novi City Council approved a contract for Lawn and Landscape Maintenance Services to Brien's Services, Inc. Each year the City of Novi contracts with a lawn and landscape maintenance contractor to mow grass and maintain landscaping along roadsides and on City properties. Mowing and maintenance improves sight distances, prevents drainage facility obstruction, and presents an aesthetically pleasing appearance at City maintained facilities along rights-of-way. The 2010 lawn and landscape services contract term was for one year, and there are three one-year renewal options available with this service contract.

Brien's Services Inc. has indicated a willingness to extend the contract prices for Lawn and Landscape Services for the next 12-month term (please see attached letter dated February 18, 2011). Brien's Services, Inc. satisfactorily completed Lawn and Landscape Maintenance Services for the City of Novi in 2010. The contractor was responsive, and met general requirements and specifications of the contract.

RECOMMENDED ACTION: Approval to award a one-year contract extension (the first of three potential extensions) to Brien's Services, Inc. to perform the City's 2011 Lawn and Landscape Maintenance Services, for an estimated annual amount of \$164,000.

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

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

Brick Pavers
Cleanups
Core Aeration
Fertilizing & Weed Control
Flower Installation
(Annual/Perennial)
Gutter Cleaning
Holiday Decorating
(Indoor/Outdoor)
Landscaping



Lawn Maintenance
Low Voltage Lighting
Ornamental Bed Maintenance
Salting & Sanding Service
Shrub Trimming
Snow Plowing
Sod Installation
Sprinkler Systems
Stump Grinding
Tree Cutting/Pruning

February 18, 2011

Matt Wiktorowski
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375

RE: Novi Maintenance

Dear Matt:

I want to personally thank you for allowing us to service the maintenance needs for the City of Novi in 2010. It has been a pleasure to work with you and the City. I look forward to being able to continue providing excellent service for the upcoming 2011 maintenance season.

Our bid for this season will be based on the same specs/pricing as in the fall of 2010. There will be no price increase for the 2011 season; however, if gasoline prices exceed \$3.95 per gallon, we would need to negotiate a surcharge for fuel.

As always, please feel free to contact me with any questions or concerns you may have. I value your input and appreciate your continued business.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brien R. Worrell", written in a cursive style.

Brien R. Worrell
Brien's Services, Inc.

CONTRACT

Work. For and in consideration of payment by the City as provided under the Payment Section of this Contract, Contractor shall perform the work described on and in the Work Specifications listed in “Exhibit A”, which is a part of this Contract, in a competent, efficient, timely, good and workmanlike manner and in compliance with the following terms and conditions.

Permits. The work to be performed includes applying and paying for, and obtaining issuance of all required permits and satisfying all requirements or conditions for such permits.

Bonds and Insurance. This Contract is conditioned on Contractor securing and maintaining the liability insurance specified in the “Exhibit A”, which are a part of this Contract, which shall be confirmed by Certificate(s) of Insurance, with said coverages to be maintained for the life of this Contract and the City entitled to thirty (30) days written notice of any cancellations or changes. Contractor shall also supply payment and performance bonds in a form acceptable to the City.

Time of Work. All Insurance requirements shall be satisfied within 14 days, and work shall be completed within specified date in “Exhibit A”. These time limits are of the essence of this Contract and failure to meet them shall permit City to terminate this Contract whether or not work has been commenced.

Payment. The City agrees to pay the Contractor for actual services rendered at pricing specified in “Exhibit A”, accompanied by a sworn statement and full unconditional waivers of lien, confirming that all subcontractors and any material suppliers have been paid in full.

Changes. Any changes in the provisions of this Contract must be in writing and signed by the City and Contractor.

Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the City, its agents, and others working on its behalf 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 City by reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract.

Inspections, Notices and Remedies Regarding Work. During the performance of the work by Contractor, City shall have the right to inspect the work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the work performed or other default in this Contract, City shall provide Contractor with written notice to correct the defect or default within a five (5) days of the notice. Upon receiving such a notice, Contractor shall correct the specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Contract by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Contractor, or, preserve the claims of defects or defaults without termination by written notice to Contractor.

Demolition Disposal Requirements. The Contractor shall perform all work and dispose of all materials in compliance with all provisions of applicable federal, state, county and City environmental laws. This obligation includes lawful disposal of all material, with a condition of the City's payment obligation being Contractor delivering to City copies of written documents from the licensed landfill or disposal site, confirming the dates, quantities and types of demolition debris disposed of, the disposal costs and that those costs have been paid in full by Contractor.

Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because City 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.

Governing Law. This Contract shall be governed by the laws of the State of Michigan.

Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the City.

Successors and Assigns. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

Notices. Written notices under this Contract shall be given to the parties at their addresses on page one by personal or registered mail delivery to the attention of the following persons:

City: Sue Morianti, Purchasing Manager, with a copy to Thomas R. Schultz, Secret, Wardle, Lynch, Hampton, Truex and Morley, 30903 Northwestern Highway, Farmington Hills, MI 48333.

Contractor: Brien's Services Inc., Attn: Brien Worell, 815 N. Union., Milford MI 48381

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.

[signatures on next page}

WITNESS AND DATES
OF SIGNATURES:

Date: _____

Date: _____

Date: _____

CITY OF NOVI

By: David B. Landry
Its: Mayor

By: Maryanne Cornelius
Its: Clerk

CONTRACTOR

By: Brien Worell
Its: Owner

EXHIBIT A WORK SPECIFICATIONS

Brick Pavers
Cleanups
Core Aeration
Fertilizing & Weed Control
Flower Installation
(Annual/Perennial)
Gutter Cleaning
Holiday Decorating
(Indoor/Outdoor)
Landscaping



Lawn Maintenance
Low Voltage Lighting
Ornamental Bed Maintenance
Sealing & Sanding Service
Shrub Trimming
Snow Blowing
Sod Installation
Sprinkler Systems
Stump Grinding
Tree Cutting/Pruning

March 16, 2010

City of Novi
45175 West 10 Mile Road
Novi, MI 48375

Thank you for the opportunity to again bid on the landscape maintenance for the City of Novi. We have enjoyed working with you over the past 4 ½ seasons.

As you know, we are a full-service organization that has been in business for nearly 30 years. We do everything in house with no subcontractors. We have the equipment and the man power to handle a city the size of Novi and are proud of the fact that most of our employees are hired from local areas which helps to boost Michigan's economy in these poor economic times.

Novi is our #1 customer and most important account and will remain that way. We realize that the people of Novi are proud of their city, and we, therefore, strive to do our best. We appreciate all the work you have provided for us in the past and look forward to continuing our relationship with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian R. Worrell", written in a cursive style.

Brian R. Worrell, CLT, CSP
President



**NOTICE - CITY OF NOVI
REQUEST FOR PROPOSALS**

LAWN AND LANDSCAPE MAINTENANCE SERVICES

The City of Novi will receive sealed proposals for Lawn and Landscape Maintenance Services according to the specifications of the City of Novi.

A mandatory pre-proposal meeting will be held Tuesday, March 2, 2010 promptly at 10:00 A.M. at the Novi Civic Center, 45175 W. Ten Mile Rd., Novi, MI 48375-3024.

Sealed proposals will be received until **3:00 P.M.** prevailing Eastern Time, **Tuesday, March 16, 2010** at which time proposals will be opened and read. Proposals shall be addressed as follows:

**City of Novi
Office of the City Clerk
45175 W. Ten Mile Rd.
Novi, MI 48375-3024**

All proposals must be signed by a legally authorized agent of the proposing firm.
ENVELOPES MUST BE PLAINLY MARKED

"LAWN AND LANDSCAPE MAINTENANCE SERVICES RFP"

AND MUST BEAR THE NAME OF THE PROPOSING FIRM.

The City reserves the right to accept any or all alternative proposals and award a contract to other than the lowest proposal, 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.

Sue Morianti
Purchasing Manager
smorianti@cityofnovi.org

Notice Dated: February 22, 2010



CITY OF NOVI
LAWN AND LANDSCAPE MAINTENANCE SERVICES
OVERVIEW

DESCRIPTION AND PURPOSE

Machine mowing of grass and weeds to maintain clean roadsides and City properties, improve sight distance, and vegetation growth, prevent obstruction of drainage facilities and present an aesthetically pleasing appearance.

SCOPE OF WORK

This work shall include all labor, materials, equipment and services to maintain the locations in a superior condition. These areas shall be maintained with a crisp, clean appearance (i.e. dress mowing) and as otherwise stated herein.

Mow or cut all vacant lots and acreage parcels to the road or curb lines and remove all debris from within the cutting areas, including all right-of way adjacent to the lots.

As directed, separately mow and clean up improved properties (around buildings or other structures) and trim along fences, hedges and plantings to a similar height.

Should the Contractor fail to keep up with the work, as required by the Contract, the City reserves the right to hire additional contractors to satisfactorily complete the work or to terminate the contract.

The City reserves the right to eliminate/delete areas to be mowed or services to be performed or to reduce the quantity of mowings for any area. The Contractor will not be compensated for any anticipatory profits that were not been earned due to the mowing or other services that are eliminated, deleted, or reduced. Periodically, the City may find it necessary to add an area to be mowed. The Contractor will submit a price which becomes a part of the contract.

PROGRAM DETAILS

The program addresses four (4) specific types of property each with its specific mowing standard.

1. **Storm Water Control Facilities (retention/detention ponds)**
Approximately 12 acres
 - A. Mowing height: 4"-6"
 - B. Mowing schedule: 10-15 cuttings per season (depending upon growth)

2. **Ordinance Violations**
Chapter 21, Novi City Code, requires that owners of vacant property in subdivided areas cut the weeds/vegetation at least twice a year (May and July). If the owner fails, after proper notification, to cut the weeds the City is empowered to cause the weeds to be cut.
Approximately 60 lots, less than 2 acres each

- A. Mowing height: 4"-6"
- B. Mowing schedule: minimum 2 cuttings per season
- C. Contractor must provide digital images with lot identification for each lot immediately prior to mowing.
- D. Work must be completed within 10 calendar days of notification to contractor by City that lots require cutting.
- E. Contractor must remove all trash from lot prior to mowing and must not leave grass clippings in any roadway.

3. **General Facilities Mowing**

Examples of, but not limited to: Civic Center, Police Department, Parks, Cemeteries, etc.

Approximately 40 acres

- A. Mowing height: 3"
- B. Mowing schedule: 7-14 days, 25-30 cuttings/ season (depending upon growth)
- C. Removal of all debris within the mowing area including but not limited to brush, small tree limbs, etc.
- D. The City reserves the right to request additional mowings which will be paid at the unit price bid.

4. **General Road Frontage Mowing, Interchanges & City Owned Vacant Lot Mowing**

General roadside mowing of all County primary, City of Novi Major Streets and Properties

Approximately 132 acres

- A. Mowing height: 3"-4"
- B. Mowing schedule:
 - Level 1 25-30 cuttings/season (every 7-14 days depending upon growth)
 - Level 2 10-15 cuttings/season (bi-weekly depending upon growth)
- C. Removal of any and all debris within the mowing area including but not limited to brush, small tree limbs, etc.
- D. The City reserves the right to request additional mowings which will be paid at the unit price bid.



CITY OF NOVI

LAWN AND LANDSCAPE MAINTENANCE SERVICES

GENERAL INFORMATION

1. **Contractor Qualifications**

- A. The Contractor shall be duly licensed/certified by the appropriate authorities to perform the work that is bid upon.
- B. Furnish all manpower and machinery and payments of and for same, holding the City of Novi free of liens or encumbrances upon present or future payments made by the City to the Contractor.
- C. Guarantee the reimbursement, repair or replacement and restoration of any cultivated area damaged by careless or accidental use of equipment or machinery. Also, to repair or replace any fences, signs, buildings, poles and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of the contract.
- D. The Contractor shall furnish sufficient manpower and equipment to accomplish the work and to be able to complete a single cutting of all properties within seven (7) calendar days, excluding those days of rain, inclement weather or poor ground conditions.
- E. The Contractor further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day he takes to finish the work, after the required completion date.
- F. The Contractor shall contact the City staff daily by phone or e-mail to report scheduled work (before it is performed) **AND by e-mail the day of or day after work is complete** and shall invoice the City weekly showing details of locations mowed/cleaned, etc. & amounts charged. Invoices shall be prepared as directed by the City, showing charges by department.
- G. The Contractor will conform to all applicable Federal, State and Local laws including use of slow moving vehicle signs where required.

2. **Term of Contract**

The Contractor shall commence performance of the contract upon City Council award. The initial contract period will begin on the date of council award and ends on December 31, 2010. The contract may be extended for up to three years in increments of one (1) year upon approval of the Field Operations Senior Manager and the Director of Facility Operations and the Contractor.

3. **Contractor Qualifications**

All proposers must, at the time of proposal submittal, show that they are presently maintaining turf areas of at least fifty (50) acres weekly and have 3 municipal /corporate references with a minimum of 30 acres each (in the last five years).

4. **Equipment**

The Contractor shall accompany the proposal with a complete and up-to-date list of the **commercially recognized, professional grade equipment to be used, makes, models, year, serial numbers, and mowing widths**. A site visit to inspect equipment may be made by the City prior to awarding of RFP. Failure to pass City inspection of equipment may be cause for disqualification from further consideration of proposal.

12. **Contract Termination**

The City shall have the right to terminate the contract or part thereof before the work is completed with thirty (30) days written notice:

For Cause:

- A. The contractor is not adequately complying with the specifications;
- B. Proper lawn/landscape techniques are not being followed after warning notification by the City;
- C. The Contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment of the specified quality or quantity;
- D. The Contractor in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work;
- E. Previous unknown circumstances arise making it desirable in the public interest to void the contract;
- F. The Contractor refuses to proceed with the work when as directed by the City; or
- G. The Contractor abandons the work.

Any practice obviously hazardous as determined by the City shall be immediately discontinued by the contractor upon receipt of either written or oral notice to discontinue such practice.

For Convenience:

The City may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The City shall pay all reasonable costs incurred 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.

Additional Requirements:

- 1. All crews of people shall be supervised at all times.
- 2. All vehicles doing work on City property shall be properly identified.
- 3. All insurance specifications must be met or exceeded - see Attachment A
- 4. Weekly meetings may be required by the Field Operations Senior Manager, the Facilities Operations Director, or their designee.

All weed cutting equipment shall meet the requirements of any and all State, County, and City law and regulations.

5. **Dress Code**
Contractor's employees shall maintain a neat and clean appearance at all times. Employees shall wear safety shoes and uniforms at all times. All work shall be performed in a professional, courteous, work person-like manner.
6. **Safety Requirements**
Contractor's equipment and general safety precautions must meet or exceed all OSHA and MIOSHA requirements. All persons doing work on City property shall be equipped with proper safety equipment as needed/ required. The City may exercise the right to remove any employee from the performance of his/her work should an obvious violation be apparent.
7. **City's Responsibility**
Furnish maps of the various sections of the City of Novi sufficient in detail to indicate dimensions and identity of lots, acreage parcels, subdivision boundaries, streets and thoroughfares, public lands owned by the City, County, State or other exempt entities.

Furnish direction as to area to be cut, verify daily reports submitted by the Contractor prior to the payment of all invoices, reserve the right to delete from invoices those properties over which a question of proper performance by the Contractor exists, until the Field Operations Senior Manager, Director of Facility Operations, or their designee, whose decision shall be binding upon both parties, shall investigate and resolve such questions.
8. **Payment**
Payment will be made at the unit prices bid after entire job has been completed. The Contractor further agrees to do additional related work as may be requested by the City of Novi, prices for which are not included in the Form of Proposal. Compensation for said work shall be made on the basis agreed upon before said work is begun.
9. **Additional Requirements**
All turf areas shall be cleaned before each mowing including but not limited to removing all paper, trash, twigs, leaves 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 turf, will be maintained clean of any debris. It will be the contractor obligation to ensure that shrubs, trees, etc, be protected from damage caused by use of the mowers and string trimmers. Any injury or damage shall be notified immediately of damage incurred.
10. **Subcontractors**
Under no circumstances will the use of subcontractors be acceptable.
11. **Award**
The City reserves the right to subdivide the award. However, it is the intent to award to one contractor.

TAX EXEMPTION

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 proposal prices. The City will furnish the successful proposer with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

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" proposal price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

NON-DISCRIMINATION

In the hiring of employees for the performance of work described in this ITB and subsequent 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 award.

DISCLOSURE

All documents, 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 attachments hereto. This means that any informational material submitted as part of this ITB 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 proposer's ability to meet the requirements of the RFP. 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 RFP.

The City of Novi is not liable for any costs incurred by proposers prior to issuance of a contract.

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the offerer 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 offerer or with any other Competitor; and

(b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

LAWN CUTTING SPECIFICATIONS

GENERAL FACILITIES MOWING (INCLUDES BED CARE)

This type of mowing / lawn cutting shall be considered with all City municipal buildings and facilities with the highest visibility and citizen contact. Example, but not limited to: Civic Center, Police Headquarters, cemeteries, etc.

This type of mowing shall be performed weekly (or as determined by the Field Operations Senior Manager, the Facilities Operations Director, or their designee) beginning approximately mid to late April and continue to approximately mid to late October (approximately 26 weeks). The City will pay for all these types of lawn cutting on a per cut basis and reserves the right to adjust the frequency to suit its needs.

The City, upon request, may require special mowing for special events, such as holidays, parades and Civic functions.

Details:

1. All areas to be cut shall be first cleaned (spring clean-up) prior to cutting - see detail on this item.
2. Rotary mowers will be used for all cutting with an average height of cut to be no less than three inches and no greater than four inches.
3. The size and style of the mower will vary with the area to be cut; the Field Operations Senior Manager, the Facilities Operations Director, 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. Fresh blades (sharpened) will be used in each day of cutting.
5. No weed whips shall be used near trees.
6. All areas to be cut will be done so that the finished area will have a groomed professional look. Double cutting certain areas may be necessary and any grass clippings and clumps shall be removed or dispersed.
7. All areas not mowed by rotary mowers including but not limited to: around buildings, rocks, ditches, signs, etc. will 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 with these procedures will be cleaned immediately after mowing is complete. Grass Clippings will be blown by machine (back pack blower) from sidewalks, streets, flowerbeds, tree circles, etc.
9. When possible, Contractor will adjust mowing pattern so as to not create ruts in the area being mowed.

10. These areas shall receive an edge on all hard surfaces every other job. Concrete to grass areas will receive an edge with a vertical type edger with blade, not with a weed whip. Asphalt to grass areas may receive a weed whip edge due to the nature of the slanted edge.

11. Bed Care (part of Level I Mowing responsibilities)

Bed care is to be performed the day before, or on the day of mowing (not after) and must be complete.

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 are to 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 will be removed. All activities performed will 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 informal shape, fullness, and blooms.
- 3) Contractor will remove all litter.
- 4) Oaks are not to be trimmed from May through October.
- 5) Deciduous shrubs will be hand pruned to promote flowering (where applicable) and growth vigor.
- 6) Evergreen shrubs will 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 DPS.
- 9) Debris to be taken to specified location at Field Services Complex for dumping. 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 defined by the following performances.

- 1) The removal of the last season growth will be done in the fall or spring according to specific plants.
- 2) All plants of this type are to be handled by landscape professionals with a minimum of three years experience.
- 3) All ornamental grasses are to be cut back in the spring.

C. Bed Care

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

- 1) 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 Field Operations Senior Manager
- 2) All beds will be hand weeded before relying on chemical weed control. Chemical control may be used on weeds 3 inches and smaller.
- 3) Maintenance of a defined bed edge. Lawn turf growing into the bed is to be weeded/ removed from the bed area. Edging structures (i.e. plastic, aluminum) will be kept in good physical appearance and properly positioned/ installed.
- 4) Report dead/dying and/or diseased plant material and estimated cost for remedying.
- 5) Removal of all litter.
- 6) Decomposed Granite and Rock Areas will be kept free of weeds or grasses with the proper use of herbicides applied a safe distance from desired plant material.
- 7) Where edging structures are not present the bed edges are to be properly cut with a machine or bedknife 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 are to be supervised by a landscape professional with a minimum of three years experience.

GENERAL ROAD FRONTAGE & BOULEVARD ISLANDS (INCLUDING BEDCARE WHERE INDICATED) – Maps to be provided at pre-proposal meeting.

This type of mowing/ lawn cutting shall be considered with all City properties that do not meet criteria in General Facilities Mowing. These shall include, but are not limited to retention basins, some roadsides, etc.

This type of mowing shall be performed every 7-14 days (or as determined by the Field Operations Senior Manager or their designee) beginning approximately mid to late April and continuous to approximately mid to late October (approximately 26 weeks). The City will 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.

The City, upon request, may require special mowing for special events, such as holidays, parades and Civic functions.

Details:

1. All areas to be cut shall be first cleaned (spring clean-up) prior to cutting - see detail on this item.
2. Rotary mowers will be used for all cuttings with an average height of cut to be no less than three inches and no greater than five inches.
3. The size and style of the mower will vary with the area to be cut; the Field Operations Senior Manager, 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. Fresh blades (sharpened) will be used in each day of cutting.
5. All areas to be cut will 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 Parks and Forestry Operations Manager will determine what the level of acceptance is.
6. No weed whips shall be used around trees.
7. All areas not mowed by rotary mowers including but not limited to: ditches, rocks, signs, etc. will be trimmed with nylon string trimmers (weed whips). The height of these cuts will be consistent with the 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 bedcare. See specifications in General Facilities Mowing.
11. Removal of all organic material on ground, growing into the area, and/or creating an obstruction.

OTHER WORK

Sidewalk Weed Maintenance

Remove and dispose of weeds from sidewalk joints (on various city property locations) as requested by Facility Operations Director. This will be paid at the hourly rate quoted in Section F - General Services Labor on the bid form.

WEED CONTROL, LAWN FERTILIZATION, & PESTICIDES SPECIFICATIONS

Weed Control and Fertilizer Details:

1. Weed control is to be administered in accordance to the environmentally conscious principles of Integrated Pest Management (IPM).
2. **The contractor must possess and show proof on request for all certifications & licenses to handle and apply commercial pesticides & herbicides.**
3. Contractor is responsible for presenting a weed control and fertilization plan as part of this proposal.
4. Contractor is responsible for providing the City of Novi with all weed control and fertilizer Material Safety Data Sheets (MSDS), with this proposal.
5. Fertilization service shall include all marked properties (above) a minimum of 4– 5 times in the growing season unless so specified.
6. One application of Grub Pest Control to be done in June at locations specified.
7. All fertilizers to be granular unless otherwise requested. Must be certified and have the equipment to apply both granular and liquid fertilizer/weed control products.
8. Lawn Fertilization/Weed Control application will be as follows. There will be 4-5 applications, to be approved by the City of Novi:
 - A. Early Spring (April-May) – Apply fertilizer & pre-emergent crabgrass control. Spray broadleaf weed killer. 1.25 LB Nitrogen containing at least 25% slow-release Nitrogen, Phosphorus and Potash at rates balanced to Nitrogen level, Pre-emergent crabgrass control per manufacturer's recommended maximum rates, broadleaf weed control per manufacturer's rates.
 - B. Late Spring (June-July) – Apply fertilizer & broadleaf weed killer. 1.00 LB Nitrogen containing at least 25% slow-release Nitrogen, .25 lb k20 Potash, Iron per manufacturer's rates, broadleaf weed control per manufacturer's rates.
 - C. Late Summer/Early Fall (September) – Apply fertilizer & broadleaf weed killer. 0.75 LB Nitrogen containing at least 20% slow-release Nitrogen, Iron per manufacturer's rates, broadleaf weed control per manufacturer's recommended rates.
9. Locations to receive applications, but not limited to:
 - A. Civic Center
 - B. Police Headquarters
 - C. Field Services Complex (upon request)
 - D. Fire Stations #1 - 4
 - E. Twelve Mile Bivds – Haggerty Road to Taft Road
 - F. Cranbrooke/Villagewood Boulevards
 - G. Main Street (finished only)
 - H. Ice Arena (Alternate #1)
 - I. Booster Stations (upon request)
 - J. CEMS Satellite Building
 - K. Novi Public Library

- L. Fuerst Park near Township Hall
- M. ITC Sports Park (Select athletic fields only)
- N. Power Park (Select athletic fields only)
- O. Lakeshore Park (Select athletic fields only)

SPRING & FALL CLEAN-UP SPECIFICATIONS

This type of work shall be considered with all City municipal buildings and facilities with the highest visibility and citizen contact. Example, but not limited to: Civic Center, Police Headquarters, 12 Mile Blvd., Ice Arena (Alternate #1), etc.

This type of work shall be performed as soon as weather allows in the early spring, approximately April 1st, and must be concluded no later than May 10th, weather permitting.

Spring Cleanup Details:

1. All areas as specified shall have the lawn 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.
2. All garbage and debris shall be picked up and removed from sites.
3. All areas disturbed by snow plowing shall be put back in reasonable repair. Damaged sod shall be placed back on the ground. Any repair that is not instantaneous shall be a separate job, not covered here.
4. All sticks, leaves, etc., shall be removed from all shrubs and flowerbeds and removed from sites & taken to the Field Services Complex to be disposed of at a specified location as directed by DPS Director.
5. All mulch is to be turned over and fluffed.
6. All grass to concrete areas shall receive a fresh edge with a mechanical vertical edger and all debris removed from sites.
7. Specific clean-up items in shrub beds (for example, perennial plants and annual plants) are to be prepared for spring and any dead tops removed.
8. The City will pay for services on a per job basis.
9. The Facilities Operations Director, or their designee will inspect all sites for completeness prior to payment approval.

Fall Cleanup Details:

1. All garbage and debris shall be picked up and removed from sites & taken to Field Services Complex to be disposed of at a specified location as directed by the Field Operations Senior Manager.

2. All sticks, leaves, etc., shall be removed from all lawns, shrubs and flowerbeds and removed from sites to the specified location at the Field Services Complex.
3. The City will pay for services on a per job basis.
4. The Facilities Operations Director or their designee will inspect all sites for completeness prior to payment approval.
5. Specific clean-up items in shrub beds (for example, perennial plants and annual plants) are to be prepared for spring and any dead tops removed.

IRRIGATION AND MULCH SPECIFICATIONS

Irrigation Systems Details (If Services Requested):

1. The contractor shall perform irrigation startup services at the request of the City.
2. The contractor shall be liable for repairs due to improper startup and/or repair.
3. The contractor shall inspect and test all components and zones in the irrigation
4. System shall be tested monthly and Contractor shall note and report to client any symptoms of inadequate or excessive irrigation, drainage problems, etc.
5. Repair beyond the initial scope will be charged at an hourly rate plus parts.
6. The contractor will notify the City of the nature of the repair and estimated cost for the repair.

Mulch Details:

1. Type
Unless otherwise noted, all mulch shall be Grade A, true 100 percent double-shredded product. It shall be of hardwood (either Maple or Oak) with no more than 10% by-product. Wood-chips and sticks are not acceptable.
2. Quantity
The amount of shredded mulch needed can/will be determined by the Parks and Forestry Operations Manager. All existing tree circles and planting bed areas that have a shredded mulch base now are to be included. The City desires an amount of two (2) inches of new mulch installed at Spring Clean-up. Previous year's mulch to be thinned and discarded and redressed as outlined in the standards. Note: It is critical that no or minimal new mulch be placed against the trunks or 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 shredded mulch covering the trunks.

3. **Edging**
Prior to any mulch installation, all existing tree circles and planting beds must receive a fresh cut edge. This can be performed either by hand or mechanically. All edges must be a minimum of two (2) inches in depth. All excavated material must 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 Field Operations Senior Manager, Facility Operations Director, or their designee.
5. The City may elect to supply the mulch for the contractor to apply. Contractor will then be paid at hourly rates specified on proposal form in Section D – Mulch.

2010 LAWN AND LANDSCAPE MAINTENANCE SCHEDULE (GENERAL)

Mid March – A meeting will be scheduled with the contractor and the City of Novi. This meeting will be for introductions, an overview of contract, and answering questions. The same week, a City staff member will take the contractor around to all the sites that are involved in the contract.

Second week in April – "Spring Cleanup" should begin at all locations specified in contract.

Third week in April – Mowing will start.

Last week in April – First fertilizer application. (Weather permitting, we will have 3 applications of fertilizer for the season. A fourth application may be done if the City feels it is necessary.)

By the first week of June – All bushes, hedges on any City of Novi property shall be trimmed and manicured.

Late June – Grub Pest Control application at locations specified

Last week in September or early October – Third application of fertilizer will be applied.

Last two weeks in October – "Fall Cleanup" will take place.



cityofnovi.org

CITY OF NOVI
LAWN AND LANDSCAPE MAINTENANCE SERVICES
CONTRACTOR QUESTIONNAIRE FORM

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

Firm Name: Brien's Services, Inc.

Address: 815 N. Union Street

City: Milford State: MI Zip: 48381

Telephone Number: (248) 685-7276 Fax Number: (248) 685-8821

Representative's Name (please print): Brien R. Worrell

Representative's Title: President

Email Address: brien@briensservices.com

Web Site:

1. Type of Organization: (Circle One)

a. Individual b. Partnership c. Corporation d. Joint Venture e. Other _____

2. Firm established: 1981

3. If applicable, former firm name(s): Brien's Lawn Service

4. Has any officer or partner of this organization owned or operated a company that declared bankruptcy during the last 10 years? No X Yes _____

When: _____

5. How many current full time employees? 75

Anticipated part-time/seasonal employees 50

6. Provide information relative to the experience your company has had working with municipalities. Please provide the names of municipalities where service was provided.

Our company currently provides maintenance for several local municipalities, and has for many years. We currently provide maintenance to Lyon Township, the Village of Milford, Milford Township along with the City of Novi.

7. Provide information relative to the experience and financial capability of your company to carry out the terms of this contract.

As the contractor who has performed lawn and landscape maintenance for the City of Novi for the past four years we have the experience, staff and equipment necessary to handle a job of this size. There would be no financial burden to our company to continue servicing the City of Novi; no new equipment would need to be purchased nor would any additional staff need to be added.

8. Identify those in your firm who would be responsible, including on-site supervision for this project, and submit copies of their certifications (i.e. ISA arborist certification, CLT Technician). Include educational background of principals and those who will be working on the project.

Brien R. Worrell, C.L.T –E, Graduate of Grand Valley State University with a bachelor's degree in Economics. Advanced Certificate in Turfgrass Management from Penn State, and will graduate in August 2010 from Penn State with a bachelor's degree in Sports Turf Management.

9. How many clients does your company currently serve with the type of services described? Provide a list.

See attached list.

10. Please provide a list of client references (minimum of 5) other than the City of Novi. Please include any municipalities (or other governmental agencies) that you worked for. Include name, address, phone number and contact person.

Village of Milford – 1100 Atlantic Street, Milford, MI 48381 Bob Calley (248) 685-1515

Milford Township – 1100 Atlantic Street, Milford, MI 48381 Don Green (248) 685-8731

Lyon Township – 58000 Grand River Avenue, New Hudson, MI 48165 Lannie Young (248) 437-2240

Huron Valley Schools – 2380 S. Milford Road, Highland, MI 48381 Suzanne Gilson (248) 685-8315

Walled Lake Schools – 850 Ladd Road Suite D, Walled Lake, MI 48390 Steve Emmert (248) 956-2074

11. 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 attached list

12. 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

X Michigan Green Industry Association

13. Based on your current resources, are you available to provide the requested services identified within the timeframe allocated? Please explain.

Yes we are able to provide the requested services within the timeframe allocated. We have been the maintenance contractor for the City of Novi for the past four years.

14. Do you plan to use subcontractors? No subcontractors are used on any of our jobsites.

15. Provide a description of your company's philosophy (including what standards you use) relative to lawn care and landscaping.

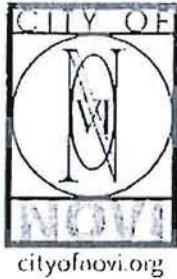
Our thoroughly-trained landscape technicians take pride in their work and strive for perfection. They will identify what it takes to give you a healthy, beautiful landscape. By using high-end equipment and the best landscape products available, Brien's Services ensures the beauty of all your green projects.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Authorized Company Representative (please print): Brien R. Worrell

Representative Signature: 

Date: March 16, 2010



**CITY OF NOVI
LAWN AND LANDSCAPE MAINTENANCE SERVICES**

PROPOSAL FORM

We the undersigned as proposer 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 – Mowing/Bedcare	Frequency	Approx. Acres	Per Cut/ Per Unit Price
Contact Person – Steve Printz			
1. Detention Ponds (16)	10-14 cuttings per year	12	386.00
2. Road Frontage Level 1	25-30 cuttings per year	24	810.00
3. Road Frontage Level 2	10-15 cuttings per year	5.5	186.00
4. Boulevard Islands Mowing/Bedcare (4)	25-30 cuttings per year	17	576.00
5. Booster Stations Mowing/Bedcare (3)	25-30 cuttings per year	.75	30.00
6. The Landings	15-20 cuttings per year	11	371.25
7. Cemeteries (2)	25-30 cuttings per year	3	100.00
8. I-96 & Beck Rd Interchange	10-15 cuttings per year	23	741.00
9. I-96 & Novi Rd Interchange	10-15 cuttings per year	25	\$35/acre 80.00 (SM)
10. City Owned Vacant Lots	10-15 cuttings per year	2	67.50
11. Spring Cleanup (ponds, roads, boulevards)	1 time per year	62.08	4,200.00
12. Spring Cleanup (Cemeteries)	1 time per year	3	200.00
13. Spring Cleanup (Booster Stations)	1 time per year	.75	120.00
14. Fall Cleanup (Cemeteries)	2 times per year if needed	3	300.00
15. Fall Cleanup (Booster Stations)	1 time per year	.75	135.00
16. Future potential mowing areas	As requested	Unknown	35.00 (Per acre)
Contact Person – Benny McCusker			
17. Civic Center Mowing/Bedcare	25-30 cuttings per year	4	126.00
18. Police Headquarters Mowing/Bedcare	25-30 cuttings per year	3.5	115.00
19. CEMS Satellite Building Mowing/Bedcare	10-15 cuttings per year	.1	20.00
20. Fire Stations # 1-4 Mowing/Bedcare	25-30 cuttings per year	3	187.00
21. Indoor Gun Range Mowing/Bedcare	25-30 cuttings per year	.85	38.50
22. Spring Cleanup (Civic Center)	1 time per year	4	225.00
23. Spring Cleanup (Police Headquarters)	1 time per year	3.5	225.00
24. Spring Cleanup (CEMS Satellite)	1 time per year	.5	65.00
25. Spring Cleanup (Fire Stations #1-4)	1 time per year	3	208.00
26. Spring Cleanup (Indoor Gun Range)	Upon request	.85	50.00
27. Fall Cleanup (Civic Center)	1 time per year	4	350.00
28. Fall Cleanup (Police Headquarters)	1 time per year	3.5	350.00
29. Fall Cleanup (Indoor Gun Range)	Upon request	.85	225.00

Section B – Fertilization / Weed Control Contact Person – Benny McCusker	Frequency	Per Unit Price
1. Lawn Fertilization/Weed Control/Grubs Pest Control (once) (Civic Center)	4-5 times per year	424.00
2. Lawn Fertilization/Weed Control/ Grubs Pest Control (once) (Police Headquarters)	4-5 times per year	371.00
3. Lawn Fertilization/Weed Control/ Grubs Pest Control (once) (Fire Stations #1-4)	4-5 times per year	275.00
4. Lawn Fertilization/Weed Control/Grubs Pest Control (upon request) (CEMS Satellite Building)	4-5 times per year	45.00
Contact Person – Steve Printz		
5. Lawn Fertilization/Weed Control (12 Mile Boulevards)	4-5 times per year	1,040.00
6. Lawn Fertilization/Weed Control (upon request) (Main Street)	4-5 times per year	99.64
7. Lawn Fertilization/Weed Control (upon request) (Cranbooke/Villagewood Blvds)	4-5 times per year	227.72
8. Lawn Fertilization/Weed Control (upon request) (Booster Stations)	4-5 times per year	225.00
9. Lawn Fertilization/Weed Control (upon request) (Field Services Complex)	4-5 times per year	212.00

Section C - Fuerst Park Contact Person – Steve Printz	Frequency	Approx. Acres	Per Unit Price
1. Mowing/Bedcare	25-30 cuttings per year	5	169.00
2. Lawn Fertilization (only the area adjacent to Old Township Hall building)	4-5 time per year	5 4-5	45.00 859.00
3. Spring Cleanup	1 time per year	5	50.00
4. Fall Cleanup (upon request)	1 time per year	5	50.00
7. Hardwood Mulch Application (labor only)	As requested		28.00/hr
8. Hardwood Mulch (per yard delivered to site)	As requested		28.00/cu. yd.
9. Crushed granite pathway maintenance	As requested		25.00

Section D - Mulch (includes Roadsides, Boulevards, Civic Center, Police Dept, & Fire Stations #1-4)	Unit price
1. Mulch Application (labor only, cost per hour)	28.00/hr
2. Cost of mulch (per yard, including delivery to site)	28.00/hr

Section E – materials only (labor included in General Labor Services)	Frequency	% Markup (over cost)
1. Seed (per lb. delivered)	As requested	10%
2. Sod (per yard delivered)	As requested	10%
3. Top Soil (per cu. yd. delivered)	As requested	10%
4. Flowers – annuals (per flat delivered)	As requested	10%
5. Mulch (per yard delivered)	As requested	28.00/cu. yd.

Section F – Hourly Labor	Frequency	Hourly rate
General Labor Services	As requested	28.00/hr

Alternate #7 – Novi Public Library Contact person – Joel	Frequency	Approx. Acres	Per Cut/ Per Unit Price
1. Mowing/ Bedcare	25-30 cuttings per year	3 acres	101.25
2. Lawn Fertilization/ Weed Control/ Grubs Pest Control	4-5 times per year	3 acres	225.00
3. Spring Cleanup (upon request)	1 time per year		125.00
4. Fall Cleanup (upon request)	1 time per year		225.00
5. Mulch Application (labor)	As requested		28.00/hr
6. Cost of Mulch (per yard, delivered to site)	As requested		28.00/cu. yd.

Alternate #1 – Novi Ice Arena Contact person – Benny McCusker	Frequency	Approx. Acres	Per Cut/ Per Unit Price
1. Ice Arena Mowing/ Bedcare	25-30 cuttings per year	3	101.25
3. Lawn Fertilization/ Weed Control	4-5 times per year	3	389.00
4. Spring Cleanup (upon request)	1 time per year	3	255.00
5. Fall Cleanup (upon request)	1 time per year	3	345.00
6. Mulch Application (labor)	As requested		28.00/hr
7. Cost of Mulch (per yard, delivered to site)	As requested		28.00/cu. yd.

Alternate #2 - Ordinance Mowing Contact person – Jeannie Niland	Frequency	Approx. Acres	Per Cut/ Per Unit Price
1. Mowing	Minimum 2 cuttings per year	Less than 1 acre	50.00
2. Mowing	Minimum 2 cuttings per year	1 – 2 acres	80.00
3. Weed Whip lots not accessible with mower	Minimum 2 cuttings per year	Less than 1 acre	65.00

* Alternate #3 – M-5 Median/ Roadside /Interchange Mowing & Trimming (Per MDOT Specifications) Contact person – Steve Printz	Frequency	Approx. Acres	Per Cut/ Per Unit Price
1. Mowing	10-12 cuttings per year	21 acres	630.00

*Alternate #3 will be 12 cuts per season with the cost not exceeding \$35.00/acre. The cost per acre will include mowing, trimming, litter pick and any required traffic control/lane closure cost during mowing operations.

Alternate # 4 – Entryway Sign Bedcare (9 Locations) Contact person – Steve Printz	Frequency	Approx. Total Sq. Footage	Per Unit Price
1. Bedcare	10 times each per year	4,500	15.00
2. Weed Control/ Pest Control (once)	4-5 times each per year	4,500	15.00
3. Spring Cleanup (upon request)	1 time each per year	4,500	10.00
4. Fall Cleanup (upon request)	1 time each per year	4,500	10.00
5. Mulch Application (labor)	As requested	4,500	28.00
6. Cost of Mulch (per yard, delivered to site)	As requested	4,500	28.00

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Alternate # 5 – Misc. Parks Contact person – Steve Printz	Frequency	Approx. Acres	Per Cut/ Per Unit Price
1. Mowing (Lakeshore Park)	25-30 cuttings per year	10	300.00
2. Mowing (Brookfarm Park)	25-30 cuttings per year	4	120.00
3. Mowing (Rotary Park)	25-30 cuttings per year	2.5	75.00
4. Mowing (Villagewood Park)	10 cuttings per year	1	30.00
5. Lawn Fertilization/ Weed Control – Playing Surfaces (Power Park)	5-6 times per year	5	425.00
6. Lawn Fertilizer/Weed Control – Playing Surfaces (ITC Sports Park)	5-6 times per year	23	1,955.00
7. Lawn Fertilizer/Weed Control – Playing Surfaces (Lakeshore Park)	5-6 times per year	1.5	127.50
8. Irrigation Startup (Power Park)	As requested		6.50 per zone
9. Irrigation Startup (ITC Sports Park)	As requested		6.50 per zone
10. Irrigation Startup (Lakeshore Park)	As requested		6.50 per zone

Alternate # 6 - Irrigation	Frequency	Approx. Acres	Per Unit Price/ Hourly Rate
1. Irrigation Repair (hourly rates)	As requested	Var. Locations	35.00/hr
2. Irrigation Parts (markup over cost)			10%

Firm Price Guarantee

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

Comments / Exceptions contractor is in receipt of Addendum #1 dated 03/09/10

Company Name Brien's Services, Inc.

Address 815 N. Union Street

City, State, Zip Milford, MI 48381

Phone (248) 685-7276 Fax (248) 685-8821

Agent's Name (printed) Brien R. Worrell

Agent's Title President

Agent's Signature 

Date March 16, 2010



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.

The language in the Cancellation section shall read as follows:
"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.
3. It is required that all policies shall name the City of Novi, its officers, agents and employees as additional insured. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 West 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.
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
Indemnity/Hold Harmless

1. The Contractor agrees to save harmless and defend the City against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City may suffer as a result of claims, demands, costs, or judgments against it arising from, out of or in consequence of the performance of this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, its officers, agents or employees.
2. 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 race, color, sex, age, or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. 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.



CITY OF NOVI
LAWN & LANDSCAPE MAINTENANCE SERVICES
ADDENDUM #1

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the Lawn & Landscape Maintenance Services bid. 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 in the Bid Proposal Form.

CONTENTS: Included in this Addendum is one (1) page of written addenda description plus eight (8) pages of pre-bid meeting sign-in sheets.

CLARIFICATION:

1. The Novi Public Library is being taken out of the base bid and changed to an Alternate. We will not be issuing a revised proposal form. Please cross out the words "Section G" and change it to "Alternate #7".
2. This bid does not require a Performance bond.

QUESTIONS:

1. How do we know how much mulch you will be ordering?
Answer: Last year we ordered about 500 cubic yards for 7 locations.
2. Will subcontractors be allowed?
Answer: No
3. What do the square foot & acreage measurements represent?
Answer: Turf area including beds

Sue Morianti
Purchasing Manager

Notice dated: March 9, 2010