

CONTRACT FOR MOWING SERVICES

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and **Teddy's Lawn and Landscape**, whose address is 12725 Levan Rd, Livonia, MI 48150, (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 on December 31, 2026. 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 for services and materials as specifically set forth in the completed Proposal attached which are part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due after receipt of an itemized billing/invoice from Contractor detailing all materials provided and work which has been 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. Such payments will be made pursuant to City policy and approval by City Council.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee. 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 Client up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.
- B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

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 A, 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 A.

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

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

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 AND LANDSCAPE

Date: 6/5/2026

By: Chris Donald
Its: Account manager

Teddy's Lawn & Landscape
12725 Levan Rd
Livonia, MI 48150
734-765-5701
cdonald@teddyslandscape.com
6/2/2026

City of Novi
Attn: Purchasing Department / Evaluation Committee
Novi Civic Center
45175 W. Ten Mile Road
Novi, MI 48375

Subject: Commitment to Honor Ground Control Pricing – City-Wide Mowing RFP
To Whom It May Concern:

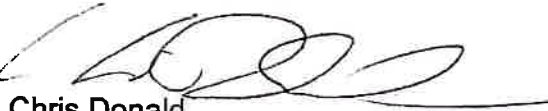
Teddy's Lawn & Landscape respectfully confirms that, if awarded the City-Wide Mowing RFP, we will honor the pricing submitted by Ground Control for the duration of the contract term, subject to the terms and conditions outlined in the RFP and any subsequent agreement executed with the City of Novi.

We understand the importance of providing consistent, reliable, and cost-effective grounds maintenance services to the City. Teddy's Lawn & Landscape possesses the personnel, equipment, management resources, and operational capacity necessary to perform all required mowing and related landscape maintenance services at the pricing structure established in Ground Control's proposal.

Our commitment includes maintaining the service standards, performance requirements, and contractual obligations specified within the RFP documents while ensuring quality workmanship and responsive customer service throughout the contract period.

Should the City require any additional information or documentation regarding this commitment, please do not hesitate to contact us.

Thank you for your consideration.
Sincerely,



Chris Donald
Teddy's Lawn & Landscape
734-765-5701
cdonald@teddyslandscape.com

SCHEDULE A



Company Ground Control Property Services

CITY OF NOVI

MOWING SERVICES

FEE PROPOSAL FORM

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

Section A – Detention Basins/ Road Frontage	Frequency	Approx. Acres	Per Cut/ Per Unit Price
Detention Basins (19 locations)	12-17 Cuttings Per Year	12	\$475.00
Road Frontage	25-30 Cuttings Per Year	21	1,500.00
I-96 & Beck Interchange	10-15 Cuttings Per Year	21	\$900.00
I-96 & Novi Interchange	10-15 Cuttings Per Year	36	\$1,300.00
Boulevard Islands mowing, bed care/maintenance (4 locations)	25-35 Cuttings Per Year	18	\$775.00
Old Novi Rd. & Thirteen Mile Rd. Medians bed care maintenance/weeding only	7 – 10 times per season	0.1	\$75.00
Future potential mowing areas	As requested	Per acre	\$60.00
Spring Clean-up – detention basins, road frontages, interchanges, and boulevards	1 time per year	112	\$5,800.00

Section B – Booster Stations	Frequency	Approx. Total Acres	Per Cut/ Per Unit Price
Booster Stations (5 locations) mowing, bed care maintenance	25-35 Cuttings per year	3.44	\$125.00
Spring Clean-up – Booster Stations (5 locations)	1 time per year	3.44	\$200.00

Section C – Pathway Mowing (8 locations)	Frequency	Approx. Acres	Per Cut/ Per Unit Price
ITC Trail from ITC Sports Park to Garfield Rd.	12-17 times per year	1.15	\$100.00
8 Mile Pathway	12-17 times per year	.78	\$100.00
ITC Trail from 11 Mile Rd to East of Wellbridge	12-17 times per year	.44	\$65.00
ITC Trail from 9 Mile Rd. to 11 Mile Rd.	12-17 times per year	1.63	\$100.00

SCHEDULE A

New Ct / Hickory Woods Sidewalk	12-17 times per year	.17	\$35.00
West Park Dr. Access	12-17 times per year	.15	\$30.00
M-5 Pathway	12-17 times per year	1.07	\$90.00

Section D – City-Owned Vacant Lot Mowing (16 map locations)	Frequency	Approx. Acres	Per Cut/ Per Unit Price
13 Mile Rd. – w. of 43243 13 Mile Rd.	15 -17 times per year	.1	\$30.00
Chattman Dr. – e. of 41429 Chattman Dr.	15 -17 times per year	.6	\$30.00
East Lake Dr. – across from Herman St.	15 -17 times per year	.1	\$25.00
East Lake Dr. – across from Lashbrook St.	15 -17 times per year	.1	\$25.00
East Lake Dr. – n. of 1289 East Lake Dr.	15 -17 times per year	.2	\$30.00
East Lake Dr. – n. of 1309 East Lake Dr.	15 -17 times per year	.4	\$45.00
East Lake Dr. – five (5) lots at East lake Dr. and Endwell St.	15 -17 times per year	.6	\$45.00
Grand River Ave. – across from 48545 Grand River Ave.	15 -17 times per year	.1	\$25.00
Grand River Ave. – across from Crescent Blvd.	15 -17 times per year	.2	\$30.00
Meadowbrook Rd. – n. of 23157 Meadowbrook Rd.	15 -17 times per year	.6	\$60.00
Sixth Gate Parking Lot – area around parking lot	15 – 17 times per year	.2	\$25.00
Venture Dr. – s. of 22975 Venture	15 -17 times per year	1.9	\$100.00
Village wood Dr. – e. of 40740 Village Wood Dr.	15 -17 times per year	.2	\$25.00
Wainwright St. – e. of 129 Wainwright St.	15 -17 times per year	.1	\$25.00
West Lake Dr. – across from Penhill St.	15 -17 times per year	.3	\$25.00
West Lake Dr. – s. of 1411 West Lake Dr.	15 -17 times per year	.1	\$25.00

Section E - Gateway Signs (14 locations)	Frequency	Approx. Total Sq. Ft.	Lump Sum
Bed care/weeding (all 14 locations)	10-15 times per year	4,100	\$350.00
Spring Clean-up (all 14 locations)	1 time per year	4,100	\$425.00

SCHEDULE A

Section F – Potential Additional Services - Various Materials	Frequency	% Markup (over cost) based on list price
Seed (Kentucky Bluegrass) (Per lb. delivered)	As Requested	10%
Sod (Per Yard delivered)	As Requested	10%
Topsoil (Per Cu. Yd. delivered)	As Requested	10%
Flowers – annuals (per flat)	As Requested	10%
Premium Dark Brown Dyed Enviro-Mulch (Per Yd. Delivered)	As Requested	10%

Section G – Additional Services - Hourly Labor	Frequency	Hourly Rate
General Labor Services	As requested	\$50.00

Firm Price Guarantee

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

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

We acknowledge the following addenda: No.1 (7-Gateway Signs Map)
(Please list numbers)

Comments / Exceptions: _____

THIS PROPOSAL SUBMITTED BY:

Company Name Ground Control Property Services
Address 22100 Huron Township Ct
City, State, Zip New Boston, MI, 48164
Phone (313)727-9710 Fax _____
Agent's Name (printed) Douglas Nicholl

SCHEDULE A

Agent's Title CEO
Agent's Signature 
Agent's Email nicholld@groundcontrolps.com
Date 03/04/2026



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

MOWING SERVICES

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

Sealed proposals will be received until **2:00 P.M.** prevailing Eastern Time, **February 27, 2026**, at which time proposals will be opened and read. Proposals shall be addressed as follows and delivered to:

**CITY OF NOVI
FINANCE DEPARTMENT**
45175 Ten Mile Rd.
Novi, MI 48375-3024

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

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

Tracey Marzonie
Finance Department

Notice dated: February 27, 2026

NOTICE TO PROPOSERS:

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



CITY OF NOVI
MOWING SERVICES

INSTRUCTIONS TO PROPOSERS

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

IMPORTANT DATES

RFP Issue Date	February 27, 2026
Last Date for Questions	March 4, 2026, by 2:00 P.M. Submit questions via email to: Tracey Marzonie, Finance Department tmarzonie@cityofnovi.org
Response Due Date	March 6, 2026, by 2:00 P.M.
Anticipated Award Date	March 23, 2026

QUESTIONS

Please email all questions to the staff member listed above. Please write the name of the RFP in the subject line, otherwise your email may be deleted as spam.

PROPOSAL SUBMITTALS

Provide **two (2)** copies of your proposal, **one (1)** unbound copy, signed and clearly marked as ORIGINAL, and **one (1)** copies of the original proposal, clearly marked as COPY. Original proposal may be clipped but should not be stapled or bound. Copies may be stapled and bound. The original and copies should be identical, excluding the obvious difference in labeling. No other distribution of the proposal will be made by the Contractor. Proposal must be signed by an official authorized to bind the Contractor to its provisions.

FAILURE TO SUBMIT PRICING ON THE FEE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

CHANGES TO THE RFP/ADDENDUM

Should any prospective Proposer be in doubt as to the true meaning of any portion of the Request for Proposal, or should the Proposer find any patent ambiguity, inconsistency, or omission therein, the Proposer shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the specified person by the date listed above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the RFP and shall be taken into account by each proposer in preparing their proposal. Only written addenda are binding. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on proposal form.

SUBMISSION OF PROPOSALS

Proposal submittal will include the Contractor Questionnaire, equipment list, work plan and any other information as requested in these specifications. Contractor may also submit any information about their firm that might be used by the City in the proposal evaluation. The proposal is to be submitted in a sealed mailing envelope. Outside of mailing envelope must be labeled with name of contractor and name of RFP. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed proposals must arrive at City Clerk's Office, on or before the specified time and date. There will be no exceptions to this requirement. Proposal is considered received when in the possession of the City Clerk. Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposal. Proposals received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected proposals. The City reserves the right to postpone an RFP opening for its own convenience.

Proposals must be clearly prepared and legible and must be signed by an Authorized Representative of the submitting Company on the enclosed form. Proposals must show unit and total prices if requested on the Fee Proposal Form. **ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

A proposal may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Proposers are expected to examine all specifications and instructions. Failure to do so will be at the proposer's risk.

Failure to include in the proposal all information requested may be cause for rejection of the proposal.

Any samples, CDs, DVDs or any other items submitted with your proposal will not be returned to the contractor.

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

USE OF THE CITY LOGO IN YOUR PROPOSAL IS PROHIBITED.

CONSIDERATION OF PROPOSALS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the proposer states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The City hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

RESPONSIVE PROPOSALS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. Unit prices shall be submitted if space is provided on proposal form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive and reject an incomplete proposal if material information requested is not furnished, or where indirect or incomplete answers or information is not provided.

EXCEPTIONS

The City will not accept changes or exceptions to the RFP documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the proposal form. If Contractor neglects to make the notation on the proposal form but writes it somewhere else within the RFP documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the RFP documents will be applicable during the term of the contract.

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered. The City reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest proposer, waive any irregularities or informalities or both, to reject any or all proposals, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi.

After contract award, notification will be posted on the MITN website at www.mitn.info.

SELECTION PROCESS

This document is a Request for Proposals. It differs from an Invitation to Bid in that the City is seeking a solution as described herein, and not a bid meeting firm specifications

for the lowest price. As such the lowest price will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based on criteria formulated around the most important features of the service, of which qualifications, experience, capacity and methodology may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a contractor's approach meets the desired requirements of the city. Those criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received. A contract will be awarded to a qualified contractor submitting the best proposal.

GENERAL CONDITIONS

INSURANCE

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful proposer prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

TAX EXEMPT STATUS

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful proposer with tax exemption certificates when requested. The City'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" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

FREIGHT CHARGES/SHIPPING/HANDLING

All bid/proposal pricing is to be F.O.B. destination.

DOWN-PAYMENTS OR PRE-PAYMENTS

Any bid proposal submitted which requires a down-payment or prepayment prior to delivery and full acceptance of the item(s) as being in conformance with specifications will not be considered for award.

CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful proposer will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option.

NON-DISCRIMINATION

In the hiring of employees for the performance of work under this contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF PROPOSAL CONTENT

Should a contract ensue, the contents of the proposal of the successful Proposer may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the 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 RFP is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and concise description of the contractor's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point-by-point response to the Requirements and other sections of the bid.

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

MATERIAL SAFETY DATA SHEETS (MSDS)

All City of Novi purchases require a Material Safety Data Sheet, ("MSDS"), where applicable, in compliance with Miosha "Right To Know" law. The MSDS must include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:
 - a) The potential for fire, explosion, corrosivity, and reactivity;
 - b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - c) The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the proposer certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

- (a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any other Competitor; and
- (b) No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

- (c) They are the person in the proposer's organization responsible within that organization for the decision as to prices being offered in the proposal and that they have not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) They are not the person in the proposer's organization responsible within that organization for the decision as to prices being offered in the proposal but that they have been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that they have not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



CITY OF NOVI

MOWING SERVICES

GENERAL SPECIFICATIONS

SCOPE OF WORK

Machine mowing of grass and weeds to maintain clean roadsides and City properties, improve sight distance, prevent obstruction of drainage facilities, and present an aesthetically pleasing appearance. Contractor shall mow and clean up improved properties (around buildings or other structures) and trim along fences, hedges, and plantings to a similar height.

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.

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

The City reserves the right to add or eliminate areas to be mowed or services to be performed or to increase or decrease the number of mowing's/cuttings to be done for any area. The Contractor will not be compensated for any anticipatory profits for mowing or other services that are reduced or eliminated. When a service is added to the contract, the Contractor will submit a quote. This price must be honored for the duration of the contract and all renewals. Quotes for added mowing areas will be based on the quantity of acres times the unit price per acre as submitted on the Fee Proposal Form.

PROGRAM OVERVIEW

The program addresses specific types of property each with its specific mowing standard.

Section A: Detention Basins, General Road Frontages, Interchanges, Boulevard Islands

1. Storm Water Control Facilities (18 Detention Basins)

- A. Mowing height 3"-6"
- B. Mowing schedule 12-17 cuttings/season, depending on growth
- C. Removal of all debris within the mowing area including, but not limited to brush, small tree limbs, litter, etc.

2. General Road Frontages, Interchanges (2), Boulevard Islands

- A. Mowing height 3"-4"
- B. Mowing schedule Depending mowing location (see fee proposal form):
Weekly (25-30 cuttings/season), or
Bi-weekly (8-15 cuttings/season)
Schedule is dependent on growth
- C. Removal of all debris within the mowing area including but not limited to
brush, small tree limbs, litter, etc.
- D. Bed care/maintenance only is required at two additional boulevard island
locations.

Section B: Booster Stations (5)

- A. Mowing height 3"
- B. Mowing schedule Weekly (25-35 cuttings/ season), depending upon
growth
- C. Removal of all debris within the mowing area including but not limited to
brush, small tree limbs, litter, etc.
- D. Bed care maintenance required.

Section C: Pathways

- A. Mowing height 3"-6"
- B. Mowing schedule Bi-Weekly (8-15 cuttings/season), depending on
growth
- C. Removal of all debris within the mowing area including but not limited to
brush, small tree limbs, litter, etc.

Section D: City-Owned Vacant Lot Mowing (21 lots)

- A. Mowing height 3"-6"
- B. Mowing schedule Bi-Weekly (8-15 cuttings/season), depending on
growth

- C. Removal of any and all debris within the mowing area including, but not limited to, brush, litter, and small tree limbs, etc. that are encroaching the mowing area.

Section E: Gateway Sign Bed Care/Maintenance (15 locations)

- A. Maintenance schedule 10-15 times/season
- B. Removal of all debris within the mulched area including, but not limited to weeds, brush, small tree limbs, litter, etc.
- C. Mulch as needed in the spring. A separate quote will be requested for mulching.

GENERAL CONDITIONS

1. **Contractor Responsibilities**

- 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 locations/properties within seven (7) calendar days, excluding those days of rain, inclement weather or poor ground conditions.
- E. The Contractor shall contact City staff daily by phone or e-mail to report work that is scheduled to be done that day. This is to be reported before the work is done.
- F. The contractor shall send an e-mail no later than 9:00 a.m., with a list of all work done the previous day. City staff will inspect all locations that were completed as indicated in email to confirm the work has been done. Contractor will be penalized \$150.00 per location if they indicate that the work has been done but the staff member finds that the work has not been completed.
- G. The Contractor further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day taken to finish the work, after the required completion date.
- H. The contractor 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 fund.
- I. The Contractor shall conform to all applicable Federal, State and Local laws including use of slow-moving vehicle signs where required. Additional traffic control signage and/or flaggers shall be provided by Contractor anytime traffic is impeded.

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, 2026. The contract may be extended for up to three years in increments of one (1) year upon mutual consent of the Director of Public Works and the Contractor.

3. **Contractor Qualification**

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

4. **Equipment**

The Contractor shall provide a complete and up-to-date list of the commercially recognized equipment to be used (year, make, model, serial number, and mowing widths for all equipment). All vehicles and trailers shall be free of rust and excessive damage. All vehicles shall be properly identified with the company name as well as a vehicle identification number. A site visit to inspect equipment may be made by the City prior to awarding of bid. Failure to pass City inspection of equipment may be cause for disqualification from further consideration of bid.

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 uniform appearance at all times. Employees shall wear safety shoes and uniforms at all times. Uniform must clearly show the name of the contractor. All work shall be performed in a professional and courteous 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 (i.e. safety glasses, safety vests, hard hat, and face shield). 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 various sections of the City in sufficient 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. Maps represent approximate acreage for mowing areas and frontage length/width and may be adjusted through the life of the contract period.

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 Director of Public Works or their designee, whose decision shall be binding upon both parties, shall investigate and resolve such questions.

8. **Compensation**

Payment will be made at the unit price bid after completion of entire job. The Contractor further agrees to do additional related work as may be requested by the City of Novi, prices for which may not be included in the Fee Proposal Form. Contractor must submit a written quote for any additional work to the Director of Public Works, or their designee, and the Purchasing Manager before the work is

done. The price quoted for the work will become part of the contract for the duration of the contract and any renewals.

9. **Invoicing**

Contractor will submit invoices to the City only after the work has been completed. Contractor shall email invoice to: invoices@cityofnovi.org. Payment shall only be approved after the Field Operations Manager, or their designee, has completed the inspection and review.

10. **Subcontractors**

The use of sub-contractors is prohibited, unless given written authorization from the City.

11. **Award**

The City reserves the right to subdivide the award if it is in the best interest of the City.

12. **Contract Termination**

The City shall have the right to terminate the entire contract thereof with thirty (30) days' written notice. The City may terminate individual sites at any time:

For Cause:

- A. The contractor is not adequately complying with the specifications.
- B. Proper lawn/landscape techniques are not being followed after a documented verbal or written 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 as directed by the City;
or
- G. The Contractor abandons the work.

Any practice 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 shall not be reimbursed for any anticipatory profits that have not been earned up to the date of documented and written notice of termination.

13. **Pricing**

- A. This contract does not require prevailing wage.
- B. **No fuel surcharges will be allowed.**

14. **Additional Requirements**

- A. All turf areas shall be cleaned before each mowing including but not limited to removing all paper, trash, twigs, leaves, limbs, and other undesirable material from turf areas, as well as the disposal of such materials. All bed areas within the work zone as described on the enclosed maps containing such material as stone, wood chips, etc. surrounding or bordering turf, will be maintained clean of any debris or unwanted growth. It shall be the contractor's 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.
- B. All working crews shall be supervised at all times.
- C. All vehicles doing work on City property shall be properly identified.
- D. Contractor must provide proof that they have the insurance coverage as required in Attachment A. A current certificate of insurance must be on file with the City for the duration of the contract and all renewals.
- E. Weekly meetings may be required by the Director of Public Works, or their designee

15. **Maps**

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

MOWING SPECIFICATIONS

DETENTION BASINS

This type of mowing shall be performed approximately every 14 days, or as determined by Director of Public Works or their designee, beginning approximately mid to late April and continuing through approximately mid to late October. The City shall pay for all these types of lawn cuttings on a per cut basis and reserve the right to adjust or determine the frequency to suit its needs.

Details:

1. All areas to be cut shall be first cleaned (spring clean-up) prior to cutting - see detail in Spring Clean-up section.
2. Rotary mowers shall be used for all cuttings with an average height of cut to be no less than three inches and no greater than six inches.
3. The size and style of the mower shall vary with the area to be cut; the Director of Public Works or their designee will have the authority to determine what type is used in each area.
4. All rotary mower blades shall be sharp and set to the same height.
5. All areas to be cut shall be done so to have a finished professional look. Depending on the frequency, double cutting may be necessary. Some grass clipping accumulation may be accepted, but the Director of Public Works, or their designee will determine what the level of acceptance is.
6. **No weed whips shall be used around non-mulched tree bases.** This does not negate trimming responsibilities.
7. All areas not able to be mowed by rotary mowers shall be trimmed with nylon string trimmers (weed whips). The heights of these cuts will be consistent with rotary height.
8. All areas that are mowed and abut any hard surface shall have the excess clippings removed or "blown" off of these surfaces immediately after the cutting.
9. Remove all debris within the mowing area including but not limited to brush, small tree limbs, etc.
10. Remove all organic material on ground, growing into the area, and/or creating an obstruction.

ROAD FRONTAGES, INTERCHANGES, BOULEVARD ISLANDS, PATHWAYS

This type of mowing shall be performed every 7-14 days depending on the location (as shown on the Fee Proposal form), or as determined by Director of Public Works or their designee, beginning approximately mid to late April and continuing through approximately mid to late October. The City shall pay for all these types of lawn cuttings on a per cut basis and reserve the right to adjust or determine the frequency to suit its needs.

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

The City may require special mowing for special events, such as holidays, parades, Civic functions or urgent requests. These may be required to be completed during after-hours / weekends as specified by the Director of Public Works or their designee.

Details:

1. All areas to be cut shall be first cleaned (spring clean-up) prior to cutting - see detail in Spring Clean-up section.
2. Rotary mowers shall be used for all cuttings with an average height of cut to be no less than three inches and no greater than four inches.
3. The size and style of the mower shall vary with the area to be cut; the Director of Public Works or their designee will have the authority to determine what type is used in each area.
4. All rotary mower blades shall be sharp and set to the same height.
5. All areas to be cut shall be done so to have a finished professional look. Depending on the frequency, double cutting may be necessary. Some grass clipping accumulation may be accepted, but the Director of Public Works, or their designee will determine what the level of acceptance is.
6. **No weed whips shall be used around non-mulched tree bases.** This does not negate trimming responsibilities.
7. All areas not able to be mowed by rotary mowers shall be trimmed with nylon string trimmers (weed whips). The heights of these cuts will be consistent with rotary height.
8. All areas that are mowed and abut any hard surface shall have the excess clippings removed or "blown" off of these surfaces immediately after the cutting.
9. Remove all debris within the mowing area including but not limited to brush, small tree limbs, etc.

10. **May include bed care maintenance** – Locations where bed care is required are clearly identified on Fee Proposal Form.
11. Remove all organic material on ground, growing into the area, and/or creating an obstruction.

CITY-OWNED VACANT LOTS

This type of mowing shall be performed every 2 weeks (or as determined by the Director of Public Works or their designee beginning approximately mid to late April and continuing through approximately mid to late October. The City will pay for all these types of lawn cutting on a per cut basis and reserves the right to adjust the frequency.

Details:

1. Rotary mowers shall be used for all cutting with an average height of cut to be no less than three inches and no greater than four inches.
2. The size and style of the mower shall vary with the area to be cut; the Director of Public Works or their designee will have the authority to determine what type is used in each area.
3. All rotary mower blades shall be sharp and set to the same height.
4. **No weed whips shall be used near non-mulched tree bases.** This does not negate trimming responsibility.
5. All areas to be cut shall be done so that the finished area will have a groomed, professional look. Double cutting may be necessary, and any grass clippings and clumps shall be removed or dispersed at the contractor's expense.
6. All areas not able to be mowed by rotary mowers shall be trimmed with nylon string trimmers (weed whips). The heights of these cuts will be consistent with rotary height.
7. All areas that are mowed shall be cleaned immediately after mowing is complete. Grass Clippings shall be blown by machine (backpack blower) from sidewalks, streets, flowerbeds, tree circles, etc.
8. Contractor shall adjust mowing pattern each cutting to reduce ruts in the turf area.
9. **Concrete to grass areas shall receive an edge with a vertical-type edger with blade every other cut.**

BED CARE/MAINTENANCE

Bed care maintenance shall be included in the "per cut unit price" for locations where bed care is currently required (boulevard islands, gateway signs, and booster stations). Bed Maintenance shall be performed the day before, or the day of mowing in order to be eligible for payment.

A. Trees, Shrubs and Woody Perennials

All plants of these types shall be managed to always present a professionally maintained appearance as defined by the following:

- 1) All trees and shrubs shall be pruned and/or trimmed by trained landscape professionals with a minimum of three years' experience at least once per year (twice per year for shrubs) using proper techniques and appropriate equipment. Any branches obstructing the view of signs and addresses shall be removed. All activities performed shall be completed in accordance with the International Society of Arboriculture Standards as set forth in the American National Standards Institute for Standard Practices for Tree, Shrub and other Woody Plants. This is to ensure the plants will retain their characteristic natural habits in the landscape.
- 2) Pruning shrubs shall be done with hand shears as needed to provide an informal shape, fullness, and blooms.
- 3) Contractor shall remove all litter and unwanted growth.
- 4) Oak species are not to be trimmed from April 1 through October 31.
- 5) Deciduous shrubs shall be hand pruned to promote flowering (where applicable) and growth vigor.
- 6) Evergreen shrubs shall be hand pruned to promote growth vigor.
- 7) *Taxus Sp.* (Yew) and *Buxus sp.* (Boxwood) may be trimmed with power shears. No shrubs are to be trimmed into tight shapes or "boxes".
- 8) Best Management practices to be outlined by the Director of Public Works or their designee.
- 9) Debris shall be taken to a specified location at the Field Services Complex for dumping. Contractor must first check in at the front office of the Complex before dumping.

B. Herbaceous Perennials, Ornamental Grasses, and Annuals

All plants of these types shall be managed to maximize their seasonal landscape impact capabilities and to always present a professionally maintained appearance. Their professionally maintained appearance is defined by the following:

- 1) The removal of the last season's growth shall be done in either the fall or spring, dependent upon the species' needs.
- 2) All plants of this type shall be handled by landscape professionals with a minimum of three years' experience.
- 3) All ornamental grasses shall 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:

- 1) Gateway sign bed care maintenance will be done every 3 weeks. All others will be done weekly.
- 2) Removal of all debris in beds when mowing/pruning is done. Debris is to be taken to Field Services Complex for dumping at specified location as directed by the Director of Public Works.
- 3) All beds shall be hand weeded bi-weekly before relying on chemical weed control. Chemical control shall be used on weeds 3 inches and smaller in areas where damage will not be done to adjacent plants. Sites treated with chemical weed control must be flagged.
- 4) Maintenance of a defined bed edge. Lawn turf growing into the bed shall be weeded/ removed from the bed area. Edging structures (i.e. plastic, aluminum) shall be kept in good physical appearance and properly positioned/ installed.
- 5) Report dead/dying and/or diseased plant material and estimated cost for removal and replacement.
- 6) Removal of all trash/litter.
- 7) Where edging structures are not present the bed edges shall be properly cut with a machine or bed knife at the beginning of each summer. The Contractor shall properly dispose of all excavated material. The City may elect the contractor to install bed edging (may be provided by the City).
- 8) All above performances shall be supervised by a landscape professional with a minimum of three years' experience.

SPRING CLEAN-UP SPECIFICATIONS

Work shall be performed as soon as weather allows in the early spring, (approximately April 1st), and must be done before the first mowing of the season (no later than May 10th)

Spring Clean-up Details:

1. Contractor may not invoice for both a spring clean-up charge and a mowing charge for this work.
2. All areas as specified shall have the turf areas raked by hand or mechanical means. This is to loosen and remove debris while invigorating and improving the appearance of the turf.
3. All garbage and debris shall be picked up and removed from sites.
4. All areas disturbed by snow plowing shall be reasonably repaired. Damaged sod shall be repaired with topsoil, quality grass seed, and a biodegradable mulching material. Netting shall **not** be used to hold these materials in place. Any repair that is not instantaneous shall be a separate job.
5. All sticks, leaves, garbage and debris, etc., shall be removed from all lawns, shrubs, mulched areas, and flowerbeds, and taken to the Field Services Complex to be disposed of at a specified location as directed by the Director of Public Works, or their designee.
6. All mulch shall be turned over and groomed. Application of additional mulch may be requested by the City as an additional service at additional cost.
7. All beds shall be edged with a mechanical bed edger.
8. All grass to concrete areas shall receive a fresh edge with a mechanical vertical edger and all debris removed from sites. Such areas may include driveways, sidewalks, curbs, etc.
9. Specific clean-up items in shrub beds (for example, perennial plants and annual plants) shall be prepared for spring with any dead tops removed.
10. The City shall pay for services on a per job basis.
11. The Director of Public Works, or their designee, will inspect all sites for completeness prior to payment approval.

POTENTIAL ADDITIONAL SERVICES

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

Mulch (as requested):

1. Type

Premium Dark Brown Enviro-Mulch - Made from 100% Sustainable-Green fiber sources—double-ground mulch that is dyed dark brown with an environmentally safe dye. The preferred method of installation is for the mulch to be blown in using an Express Blower truck or equivalent.

2. Quantity

Mulch depth is not to exceed 3 inches, including any prior season's mulch. All existing tree circles and planting bed areas that have a mulch base now shall be included. Previous year's mulch to be thinned and discarded or redressed as outlined in the standards. Note: It is critical that no new mulch be placed against the trunks of existing trees and plants. This will be checked on a random basis prior to final payment. Contractor will be held liable for any trees or plants that suffer or die due to excessive mulch covering the trunks.

3. Edging

Prior to any mulch installation, planting beds shall receive a fresh cut edge. This shall be performed either by hand or mechanically. All edges shall be a minimum of three (3) inches in depth. Machine edging around tree circles is **not** permitted. All excavated material shall be removed and taken off property. Note: When new mulch is installed, it shall not exceed the new edge and encroach upon the grass.

4. Timeframe

The Contractor must give a starting date and an ending date. Consideration will be given for weather. Contractor may not go beyond the ending date by more than 1 week without written permission from the Director of Public Works or their designee.

5. The City reserves the right to supply the mulch for the contractor to apply at the set hourly labor rate. Otherwise, the contractor will be providing all mulch material.



CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City.
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.

5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS

HOLD HARMLESS/INDEMNITY

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
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 pursuant to the Contractor's performance under this Contract.

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



CITY OF NOVI
MOWING SERVICES

CONTRACTOR QUESTIONNAIRE FORM

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

Firm Name: Teddy's Lawn and Landscape
Address: 12725 Levan Rd
City: Livonia State: MI Zip: 48150
Telephone Number: 734-525-6945 Fax Number: 734-525-6927
Representative's Name (please print): Chris Donald
Representative's Title: Account Manager
Email Address: cdonald@teddyslandscape.com
Web Site: Teddyslandscape.com

1. Type of Organization: (Circle One)

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

2. Year firm established: 1996

3. If applicable, former firm name(s):

NA

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

When: NA

5. How many current full-time employees 110

Anticipated part-time/seasonal employees 15

6. Are you able to provide insurance coverage as required by this RFP? Yes

7. List the scope of services you are able to perform.

Mowing, Landscape, Brushhog, Landscape Design, Install Fence, Decks, Hardscape



Taking Every Day Driving Yourself to Succeed.

Objective:	Maintain leadership in landscape and snow management, delivering quality service to all customers. Build a respectful, excellent work environment for our team and provide ongoing education to enhance industry expertise.
Education:	College Educated Team Education in: Project Management & Horticulture, Landscape Design, Irrigation & Lighting Training Seminars Paver & Retaining Wall Training Seminars Snow & Ice Management Training Seminars
Certifications:	CLT Certified Landscape Technician-MGIA/PLANET Certified Drainage Design Certified Irrigation Design & Installation Commercial Pesticide Application Certification 3A, 3B, & 6 Michigan Certified Nurseryman - MNLA Michigan Residential Builders License ASCA Snow Professionals
Awards:	Hardscape Installation Award Gold & Silvers 2007-2023 Top 100 Snow Award #80 2018 Top 100 Snow Award #72 2019 Top 100 Snow Award #61 2020 Top 100 Snow Award #79 2021 Top 100 Snow Award #83 2022 Top 100 Snow Award #64 2023 Top 100 Snow Award #63 2024
Professional Membership:	Michigan Green Industry Association (MGIA) Snow & Ice Management Association (SIMA) Accredited Snow Contractors Association (ASCA) Michigan Nursery and Landscape Association (MNLA) Home Builders Association (HBA)

Professional Services Provided:

Commercial & Residential Lawn Maintenance
Complete Landscaping, Design Build & Maintenance
Weeding & Bed Maintenance
Shrub Trimming & Pruning
Sprinkler System Installation, Repair & Maintenance
Brick Paver Patios & Walkways
Fertilization Lawn & Tree Care
Snow Management

Spring & Fall Clean up
Landscape Lighting
Mulching of Landscape Beds
Flower Planting
Sodding & Seeding
Natural Stone & Boulders
Holiday Lighting
Ponds & Waterfalls

12725 Levan Rd.
Livonia, Michigan 48150

Office: (734) 525-6945
Fax: (734) 525-6927

TeddysLandscape.com



Taking Every Day Driving Yourself to Succeed.

Teddy's Lawn & Landscape corporate address is 12725 Levan Road Livonia, MI 48150.

Key Contacts are:

Brent Teddy- President
12725 Levan Road
Livonia, MI 48150
734-525-6945
brent@teddyslandscape.com

James Pocklington-Director of Operations
12725 Levan Road
Livonia, MI 48150
734-525-6945
jpocklington@teddyslandscape.com

Christoper Donald- Account Manager
12725 Levan Road
Livonia, MI 48150
734-525-6945
cdonald@teddyslandscape.com

Tracy Boyle-Office Manager
12725 Levan Road
Livonia, MI 48150
734-525-6945
tracy@teddyslandscape.com



TEDDY'S
Lawn & Landscape

References

1. City Of Novi

Matt Wiktorowski (248)-361-3148

Snow Removal

2024-Present

2. Westwood School District

Patrick Addison (313)-268-4447

Work Preformed Grounds Maintenance/Snow Removal

2009-Present

3. City Of Hamtramck

Anthony Blist (313)-805-2542

Work Preformed Grounds Maintenance

2025- Present



Taking Every Day Driving Yourself to Succeed.

We appreciate the opportunity to introduce ourselves and share how Teddy's Lawn & Landscape can help you maintain and enhance your property year-round.

Since 1994, we've been proudly serving Southeast Michigan with a commitment to excellence in lawn care, landscaping, and snow management. With over 30 years of experience in snow and ice control alone, our team has been ranked among the Top 100 Snow Contractors for the past seven consecutive years—a testament to our reliability and performance.

At Teddy's, we combine top-quality service with the convenience of having all your outdoor maintenance needs handled by one experienced, insured, and professional company. Whether you manage a commercial site or a residential property, our dedicated team of over 200 trained employees and service partners is available 24/7 during inclement weather, ensuring your property remains safe and accessible.

We continuously invest in equipment upgrades and staff training to provide dependable, responsive, and efficient service. When you choose Teddy's Lawn & Landscape, you're not just hiring a contractor—you're partnering with a team that cares.

We would welcome the chance to meet with you, understand your needs, and provide a custom plan that fits your property and expectations. Thank you for considering Teddy's Lawn & Landscape. Please don't hesitate to contact us with any questions or to schedule a consultation.



Taking Every Day Driving Yourself to Succeed.

B1.0

With over 30 years of experience, Teddy's Lawn & Landscape has established itself as a trusted leader in snow and ice control, as well as comprehensive lawn maintenance and landscaping services. From residential properties to large-scale commercial accounts, we are committed to delivering exceptional service all year round.

We are proud to have been consistently recognized as one of the Top 100 Snow Contractors in the Nation from 2018 to 2024, a testament to our reliability, efficiency, and dedication to excellence in snow and ice management.

Our commitment to quality goes beyond our services. We maintain a dedicated, 24/7 management team during inclement weather to ensure fast, efficient, and safe service. Each year, we invest in state-of-the-art trucks, equipment, and machinery to stay ahead of industry demands and provide the best solutions for our clients.

One unique piece of equipment we own is a snow melting machine that we think can benefit LLC properties during the winter months.

Teddy's Lawn & Landscape employs over 200 team members, including employees and service partners, all of whom receive ongoing training to stay current on best practices and safety standards. From our field crews to our office and management staff, our team is equipped to handle the unique needs of every client with professionalism and care.

Whether you're looking for year-round property maintenance or a trusted partner during winter storms, Teddy's Lawn & Landscape is ready to exceed your expectations.

Equipment List

Tools	Notes	Quantity	Vehicles	Notes and #'s	Quantity
Backpack sprayers		21	Dump truck F350		1
Backpack blowers		26	Dump truck F450		3
Weed whips		20	Dump truck	8 ton tandem green	5
Edgers		13	Dump truck	Quad axel	1
Brick saws		14	Dump truck	15 ton tri-axle	3
Chainsaws		10	Excavator	mini/mid-size	2
Combo power head		4	Excavator	mini/small	2
Hedge Trimmers		9	Flatbed truck F350		1
Aerator		2	Flatbed truck F350		1
Air compressor	tow behind	1	Flatbed truck F350		1
ATV's with plows		6	Hi-lo		1
Snow Rators		5	Loader	volvo	1
Fertilizer buggy	ride-on	1	Mower	Gravely zero-turn	3
Fertilizer tank	300 & 500 gal	2	Mower	Stand on	6
Hydroseeder		1	Mower	Snapper zero-turn	8
Leaf Vacuum OBD	30 yard	1	Mower	walkbehind 32"	2
Leaf Vacuum OBD	Blue - Towable	1	Mower	walkbehind 48"	4
Liquid deicer tanks for ATV's		6	Pickup truck F250		6
Liquid deicer totes for trucks		7	Pickup truck Dodge		3
Pipe puller	Case	2	Pickup trucks	3/4 to 1 ton	30
Commercial plows	10'	10	Dedicated Salter truck	15 ton #660	5
Plow	Boss	6	Salter truck	Dedicated	10
Plow	Fisher HT 7'6"	2	Salter	Fisher polycaster	13
Plow	Fisher XLV2	8	Salter	tailgate	5
Plow	Fisher XLS	3	Semi	Moffet	1
Plow	Western V	5	Semi	Thru Way Trailer	1
Powerwasher	heated	3	Semi	Tractor 2000 International	1
Portable Powerwasher		4	Skidsteer	30" Auger bit round drive	1
Snowblower	2 stage	10	Skidsteer	10" Auger bit	
Snowblower	single stage	30	Skidsteer	36" Auger bit for bobcat	1
Sod cutter	Classen	2	Skidsteer	CAT	1
Sod cutter	Ryan	1	Skidsteer	Kubota SLV-75	4
Tamper	big	2	Skidsteer	New Holland	1
Tamper	small	8	Skidsteer	Post hole digger	1
Trailer	flatbed	6	Skidsteer	Stump bucket	1
Trailer	dump	1	Sprinkler utility truck		2
Trailer	enclosed 24'	2	Utility truck		1
Trailer	20 ton pup dump	1	Van	GMC 3500	2
Trailer	single axle open tilt	2	Snow Pusher	8' to 16'	20
Trailer	tandem axle open	4	Loaders/Backhoes		5
Trencher	Case	1	Wheel Loaders		8

Detailed Equipment List for City of Novi



<u>Equipment Name</u>	<u>Quantity:</u>
Batwing Finsh Mower	2
60" Inch Zero Turns	4
52" Inch Standup Mowers	2
Weedwhacker	6
Blowers	6
F350 Extend Cab	2
20 Foot Inclose Trailer	1
Equipment Trailer	1
F350 P/U Truck	1

8. Provide information relative to the experience your company has had working with municipalities. Please provide the names of municipalities where service was provided and the date(s) of the contract(s).

City Of Novi Snow plowing 2024- Present

City Of Hamtramck City Mowing,weeding,fertilizer, Roundup 2025- Present

DDA Hamtramck Snow Removal 2025- Present

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

10. Identify those in your firm who would be responsible for this contract, including on-site supervision, *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. Attach additional sheets, if necessary.

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

290 - Commercial

12. Please provide a list of client references. Include name, address, phone number, dates worked and contact person. Please include any municipalities (or other governmental agencies) that you worked for.

Company _____
Address _____
Phone _____ Contact name _____
Work done/dates _____

Company _____
Address _____
Phone _____ Contact name _____
Work done/dates _____

Company _____
Address _____
Phone _____ Contact name _____
Work done/dates _____

13. Please include a detailed Equipment List that will be on site and available for use by the crew performing the requested services (including mowers, trucks, tractors, trailers, etc.) in spreadsheet format. *Please submit on a separate sheet.*

14. Please identify which professional organizations your company is a good standing member of: (please check all that apply)

☐ International Society of Arboriculture

☐ Michigan Turfgrass Foundation

☐ Michigan Nursery and Landscape Association ☐ Michigan Green Industry Association

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

16. Please provide an example of a work plan showing how you would schedule the City's mowing areas in order to complete the work in the time frame allocated (assume that the weather is good). *Please submit on a separate sheet.*

17. Do you plan to use subcontractors for fertilization? If so, please provide name of companies.

NO

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

19. Claims & Suits: Does your firm have any litigation pending or outstanding against your organization or its officers? If yes, please provide details.

No ☒ Yes ☐

☒

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

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Authorized Company Representative (please print): Chris Donald

Representative Signature: 

Date 3/5/2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage Inc/Ralph C Wilson Agency 26026 Telegraph Road Suite 100 Southfield MI 48033		CONTACT NAME: Patricia Brandemihl PHONE (A/C, No, Ext): (248) 355-1414 FAX (A/C, No): (248) 304-0877 E-MAIL ADDRESS: pbrandemihl@risk-strategies.com	
INSURED Teddy's Lawn & Landscape, Inc. 12725 Levan Road Livonia MI 48150		INSURER(S) AFFORDING COVERAGE INSURER A: Michigan Millers Mutual Ins Co. NAIC # 14508 INSURER B: Midwest Employers Cas Co 23612 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 25-26 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			C0130899	06/30/2025	06/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			C0107832	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			L0305300	06/30/2025	06/30/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	TEDDY1H	06/30/2025	06/30/2026	PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Teddy's Lawn & Landscape, Inc. 12725 Levan Road Livonia MI 48150	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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12725 Levan Rd.
Livonia, Michigan 48150
Phone 734-525-6945 Fax 734-525-6927
TeddysLandscape.com

Rec'd T. Marzoni 36-26 1pm
Mowing Services RFP

CITY of Novi
Finance Department
45175 Ten Mile Rd.
Novi, MI 48375-3024