



**PONTIAC CITY COUNCIL
STUDY SESSION**

May 11, 2017

6:00 p.m.

186th Session of the 9th Council

It is this Council's mission "To serve the citizens of Pontiac by committing to help provide an enhanced quality of life for its residents, fostering the vision of a family-friendly community that is a great place to live, work and play."

Call to order

Roll Call

Authorization for excused absences for councilmembers

Approval of the Agenda

Approval of the Minutes

1. Special Meeting May 4, 2017
2. Regular Meeting May 4, 2017

Public Comment

AGENDA ITEMS FOR CITY COUNCIL CONSIDERATION

1. Request for the approval of the Youth Recreation Manager Job description.
2. Request for approval of the Project & Construction Management of Structural Demolitions.
3. Request for approval of DPW grass cutting bids.
4. Request for approval of Local Officers Compensation Commissioners (Information Forthcoming)
5. Youth Recreational Millage Report (Information Forthcoming)

Adjournment

May 4, 2017

**Official Proceedings
Pontiac City Council
184th Session of the Ninth Council**

A Special Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Thursday, May 4, 2017 at 4:00 P.M. by President Patrice Waterman.

Call to Order at 4:09 p.m.

Roll Call

Members Present: Carter, Pietila, Taylor-Burks and Waterman.

Members Absent: Holland, Williams, and Woodward.

Mayor Waterman was present.

Clerk announced a quorum.

17-126 **Excuse Councilman Holland and Woodward for personal reasons.** Moved by Councilperson Carter and supported by Councilperson Taylor-Burks.

Ayes: Pietila, Taylor-Burks, Waterman, and Carter.

No: None

Motion Carried.

17-127 **Approval of the Agenda.** Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.

Ayes: Pietila, Taylor-Burks, Waterman and Carter.

No: None

Motion Carried.

Councilman Williams arrived at 4:22 p.m.

17-128 **Motion to amend the language of the 9th City Council Rules and Procedures.** Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.

Ayes: Taylor-Burks, Waterman, Williams, Carter, and Pietila.

No: None

Motion Carried.

17-129 **Adoption of The 9th City Council Rules and Procedures as amended.** Moved by Councilperson Pietila and adopted by Councilperson Carter.

The 9th Pontiac City Council Rules and Procedures

Effective January 1, 2017

Be It Further Resolved,

All meetings of the city council will be held in compliance with state statutes, including the Open Meetings Act, 1976 PA 267 as amended, and with these rules.

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Meeting Times

The city council meetings will be held every Thursday of each month beginning at 6:00 p.m. at City Hall in the Council Chambers for formal meetings and/or The City Council Conference Room for Study Session meetings unless otherwise rescheduled by resolution of the council. The Ninth Council has decided to implement Study Sessions and Formal Meetings. These meeting will alternate week to week.

Formal Meeting

During the formal meetings the City Council proceed through the formal agenda and take action on agenda items.

Special meetings

A special meeting shall be called by the mayor or any two members of council. A 24 hours written notice to each member of the council served personally or left at the councilmember's usual place of residence is required. However, any special meeting at which all council members are present or have given written consent shall be a legal meeting for such purposes, without such written notice. Special meeting notices shall state the purpose of the meeting. No official action shall be transacted at any special meeting of the council unless the item has been stated in the notice of such meeting.

Posting requirements for regular and special meetings

- a. Within 10 days after the first meeting of the council following the election, a public notice stating the dates, times and places of the regular monthly council meetings will be posted at the City Clerk's Office and on the City's web page.
- b. For a rescheduled regular or special meeting of the council, a public notice stating the date, time, and place of the meeting shall be posted at least 18 hours before the meeting at the City Clerk's Office and on the City's web site. Special meeting notices shall also state the purpose of the meeting.
- c. The notice described above is not required for a meeting of the council in emergency session in the event of a severe and imminent threat to the health, safety or welfare of the public when two-thirds of the members of the council determine that delay would be detrimental to the city's efforts in responding to the threat.

Minutes of regular and special meetings

The clerk shall attend the council meetings and record all proceedings and resolutions of the council in accordance with the Open Meetings Act. In the absence of the clerk, the deputy clerk shall perform the clerk's duties.

At a minimum, the minutes shall indicate the date, place, type (regular or special), and time of meeting; the names of all elected city officials present at roll call; the name and time of arrival of any elected official not present at roll call; the name and time of departure of any elected official before adjournment; the maker and supporter of all motions and resolutions which are voted upon by the council; an indication of how each council member present voted on a motion or resolution; the call of the chair as to the passage or failure of the motion or resolution; and the time of adjournment. For public comment, only the

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number of individuals speaking need be included in the minutes. For a public hearing, the name of the person addressing the council and a short description of the nature of the comments.

A copy of the minutes of each regular or special council meeting shall be available for public inspection at the City Clerk's Office during regular business hours.

Conduct of meetings

Meetings to be public

All regular and special meetings of the council shall be open to the public. Citizens shall have a reasonable opportunity to be heard in accordance with such rules and regulations as the council may determine, except that the meetings may be closed to the public and the media in accordance with the Open Meetings Act.

All official meetings of the council and its committees shall be open to the media, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

Agenda preparation

An agenda for each regular council meeting shall be prepared by the city clerk with the following order of business: The agenda will be as follows for the Formal Meetings.

Formal Meetings

1. Call to order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Authorization to Excuse Members from the Meeting
6. Amendments to and approve of the agenda
7. Approval of the Minutes
8. Deputy Mayor Report or Departmental Head Reports
9. Special Presentation (If any)
10. Public Hearings (If any)
11. Recognition of Elected Officials (If any)
12. Agenda Address (2 Minute Limit)
13. Agenda Items
14. Public Comment (5 Minute Limit)
15. Mayor, Clerk and Council Closing Comments (7 Minute Limit)
16. Adjournment

The Agenda will be as follows for **Study Session Meetings**

Study Session

1. Call to order
2. Roll Call
3. Authorization to Excuse Members from the Meeting
4. Approval of the Agenda
5. Approval of the Minutes

6. Public Comment
7. Review of all agenda items
8. Adjournment

All items presented to the city council for action shall be placed on the first possible agenda by the city clerk. The deadline to submit an item to the clerk to place on the agenda shall be noon on the Tuesday before a Study Session Meeting. The clerk shall distribute the agenda by email no later than 5:00 p.m. on Tuesday. Complete agenda packets, excluding confidential information, shall be posted on the City's web site concurrent with distribution of the agenda packet to the council members. Any councilmember shall have the right to add items to the regular agenda before it is approved.

Agenda distribution

The clerk is responsible for the agenda distribution which is emailed to each councilmember forty-eight (48) hours or more prior to each council meeting. In addition, the clerk posts each agenda to the city website 48 hours prior to each meeting for public access. Agendas for special meetings shall be distributed with the notice of special meeting and posted on the City's website.

Quorum

A majority of the entire elected or appointed and sworn members of the council shall constitute a quorum for the transaction of business at all council meetings. In the absence of a quorum, a lesser number may adjourn any meeting to a later time or date with appropriate public notice. The council may adopt an ordinance to prescribe penalties.

Attendance at council meetings

Council is empowered by Article III – Legislative Branch, Section 3.107 of the charter to adjourn a meeting if a quorum is not present and compel attendance in a manner prescribed by its ordinance. In the event that the member's absences continue for more than five consecutive regular meetings of the council, the council may declare the seat vacant in accordance with Section 3.119 of the charter.

Presiding officer

The presiding officer shall be responsible for enforcing these rules of procedure and for enforcing orderly conduct at meetings. The council president is ordinarily the presiding officer. If the Council President is absent, The Council President Pro Tem will preside over the meeting. In the absence of both the Council President and the Council President Pro Tem at the same meeting, the council shall decide who presides over the meeting via alphabetical rotating order of the last name of the councilmembers.

Disorderly conduct

The president may call to order any person who is being disorderly by speaking out of order or otherwise disrupting the proceedings, failing to be germane, speaking longer than the allotted time or speaking vulgarities. Such person shall be seated until the chair determines whether the person is in order.

Closed meetings

Purpose

Closed meetings may be held only for the reasons authorized in the Open Meetings Act, which are the following:

- a. To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent when the named person requests a closed meeting.
- b. For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement when either negotiating party requests a closed hearing.
- c. To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.
- d. To consult with the municipal attorney or another attorney regarding trial or settlement strategy in connection with specific pending litigation, but only when an open meeting would have a detrimental financial effect on the litigating or settlement position of the council.
- e. To review the specific contents of an application for employment or appointment to a public office when a candidate requests that the application remain confidential. However, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting.
- f. To consider material exempt from discussion or disclosure by state or federal statute.

Calling closed meetings

At a regular or special meeting, the councilmembers elected or appointed and serving, by a two-thirds roll call vote may call a closed session under the conditions outlined in the Open Meetings Act. The roll call vote and purpose(s) for calling the closed meeting shall be entered into the minutes of the public part of the meeting at which the vote is taken.

Minutes of closed meetings

A separate set of minutes shall be taken by the clerk or the designated secretary of the council at the closed session. These minutes will be retained by the clerk, shall not be available to the public, and shall only be disclosed if required by civil action, as authorized by the Michigan Open Meetings Act. These minutes may be destroyed one year and one day after approval of the minutes of the regular meeting at which the closed session was approved.

Discussion and voting

Rules of parliamentary procedure

The rules of parliamentary practice, as contained in the 10th edition of Robert's Rules of Order, shall govern the council in all cases to which they are applicable, provided they are not in conflict with these rules, city ordinances or applicable state statutes. The presiding officer may appoint a parliamentarian. The chair shall preserve order and decorum and may speak to points of order in preference to other councilmembers. If a point of order is given it should not exceed two (2) minutes.

Conduct of discussion

During the council discussion and debate, no member shall speak until recognized for that purpose by the chair. After such recognition, the member shall confine discussion to the question at hand and to its merits and shall not be interrupted except by a point of order or privilege raised by another member. Speakers should address their remarks to the chair, maintain a courteous tone and avoid interjecting a personal note into debate.

Ordinances and resolutions

A vote on all ordinances and resolutions shall be taken by a roll call vote and entered in the minutes unless it is a unanimous vote. If the vote is unanimous, it shall be necessary only to so state in the minutes, unless a roll call vote is required by law or by council rules.

Roll Call

In all roll call votes, the names of the members of the council shall be called in rotating alphabetical order.

Citizen participation

Each regular and special council meeting agenda shall provide reserved time for citizen participation. During citizen participation, each individual shall address the City Council in an orderly and dignified manner and shall not engage in conduct or language that disrupts, makes fun of, or otherwise impedes the orderly conduct of the Council Meeting. In addition, members of the audience shall not engage in disorderly or boisterous activity including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language, cheering, whistling, or any other acts that disturb, disrupt, or impede, or otherwise interfere with the orderly conduct of the City Council Meeting.

Agenda Address

The Council has included in its agenda a time for Agenda Address. Agenda Address will allow the audience to comment on agenda items on the agenda of the City Council Meeting. The individuals addressing the body will have 3 minutes to complete the Agenda Address. All individuals wishing to participate in the Agenda Address will have to fill out an Agenda Address Card which will be located in the City Clerk's Office. The Agenda Address Card shall require the person to identify themselves, a method of contact, and the subject matter of their comments, and such other information the Council President may require. The Agenda Address Card has to be completed and turned in to the Clerk's Office by Wednesday at 4:30 p.m. to be considered for the following council meeting. Individuals who have submitted an Agenda Address Card to speak must be present in the City Council Chambers when their name is called or they will lose their turn to speak.

Public Comment

The Council has included in its agenda a time for Public Comments. The Public Comment portion of the agenda will allow individuals to comment on non-agenda items. The individuals addressing the body will have 5 minutes to complete public comment. All individuals wishing to participate during public

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comment will have to complete the Public Comment Sign-In Sheet which will be located in the City Council Chambers on a clip board.

The Public Comment Sign In-Sheet shall require the person to identify themselves, a method of contact, and the subject matter of their comments, and such other information the Council President may require. The Public Comment Sign-In Sheet will be picked up before the call of order of the meeting. If your name is not on the Public Comment Sign-In Sheet once picked up you will not be allowed to speak during Public Comment. Individuals who have submitted their information on the sign in sheet to speak must be present in the City Council Chambers when their name is called or they will lose their turn to speak.

Miscellaneous

Suspension of rules

The rules of the council may be suspended for a specified portion of a meeting by an affirmative vote of two-thirds of the members present except that council actions shall conform to state statutes and to the Michigan and United States Constitutions.

Committees

Standing and special committees of council

The city shall have the following standing committees:

Finance/Human Resource Committee: Responsible for meeting with the Finance Director to review periodic financial reports; responsible for reviewing the proposed budget. This committee will meet once a month or as needed.

Public Safety Committee: Responsible for meeting with the Mayor and representatives of the City's police, fire, and emergency medical transport service providers. This committee will meet once a month or as needed.

Community Development Committee: Responsible for meeting with the Mayor and Community Development Director concerning the operations and functions of the Community Development Department. This committee will be meeting once a month or as needed.

Public Works/Parks and Recreation Committee: Responsible for meeting with the Mayor and Public Works Director concerning the operations and functions of the Public Works Department. This committee will meet once a month or as needed

Information Technology Subcommittee: Responsible for meeting with the Mayor and the IT Department concerning the operations and function of the IT Department. This committee will be meeting as needed.

Law and 50th District Court Subcommittee- Responsible for meeting with Judges or Court Reps concerning the operations and functions of the 50th Court. This committee will be meeting as needed.

Forensic Audit Subcommittee- This committee will meet as needed.

Real Estate Subcommittee-This committee will meet as needed.

Cable Subcommittee-This committee will meet as need.

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Committee members will be appointed by the president. They shall be members of the council. The president shall fill any committee vacancies. The committee member shall serve for a term of one year and may be re-appointed. Committees shall be comprised of at least three council members and one alternate who may attend if a regular member is unable to attend. Committees can discuss policy with department heads. Committees cannot make final decisions, but may recommend actions to the Council. Committees may determine their own meeting schedule. Committee meetings at which department heads will be present shall be scheduled at a time mutually acceptable to both the committee and the department head.

Committees shall present both oral and written reports. The committee shall designate a member to prepare the written report for the committee. The written report shall indicate the date and time of the committee meeting, all persons present, and the subject matter of discussion with some detail. If a committee is making a recommendation to the Council as a body, then at least two of the three members of the committee must be noted as being in support of the recommendation.

Special committees may be established for a specific period of time by the president or by a resolution of the council which specifies the task of the special committee and the date of its dissolution. Special committees shall present reports in the same manner as standing committees.

Ayes: Waterman, Williams, Carter, Pietila, and Taylor-Burks.

No: None

Motion Carried.

President Pro Tem left the meeting at 4:42 p.m.

President Patrice Waterman adjourned the meeting at 4:45 p.m.

SHERIKIA L. HAWKINS
CITY CLERK

May 4, 2017

**Official Proceedings
Pontiac City Council
185th Session of the Ninth Council**

A Formal Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Thursday, May 4, 2017 at 6:00 P.M. by President Patrice Waterman.

Call to Order at 6:00 p.m.

Invocation – Pastor Jackson

Pledge of Allegiance

Roll Call

Members Present: Carter, Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward.
Mayor Waterman was present.
Clerk announced a quorum.

17-130 Amended agenda to remove items 3 & 4 (youth recreation manager job description & project & construction management of structural demolitions) off the agenda and move item 5 (white cane week for the lions club) after the approval of the minutes. Moved by Councilperson Taylor-Burks and supported by Councilperson Pietila.

Ayes: Holland, Pietila, Taylor-Burks, Waterman, Williams, Woodward and Carter.
No: None
Motion Carried.

17-131 Approval of the Agenda. Moved by Councilperson Pietila and supported Councilperson Taylor-Burks.

Ayes: Pietila, Taylor-Burks, Waterman, Williams, Woodward, Carter and Holland
No: None
Motion Carried.

17-132 Journal of April 27, 2017. Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.

Ayes: Taylor-Burks, Waterman, Williams, Woodward, Carter, Holland and Pietila.
No: None
Motion Carried.

17-133 Closed Session Minutes of April 27, 2017. Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.

Ayes: Taylor-Burks, Waterman, Williams, Woodward, Holland and Pietila.
No: None
Motion Carried.

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17-134 **Resolution approval of White Cane Week for the Lions Club.** Moved by Councilperson Woodward and supported by Councilperson Taylor-Burks.

Whereas, the Lions Club of Michigan is an organization dedicated to enhancing the quality of life for all people, especially Michiganders who are blind or visually impaired, providing opportunities for these individuals to achieve greater independence; and,

Whereas, the White Cane has become an international symbol, identifying individuals who are blind or visually impaired and alerting Michigan drivers to observe caution for the safety of drivers and pedestrians alike; and,

Whereas, for the past three decades, White Cane Week efforts have supported projects and organizations that benefit people who are blind or visually impaired and help provide examinations, eyeglasses and white canes to those in need; and,

Whereas, the Lions Club of Pontiac is dedicated to sight conservation activities by aiding the visually impaired of all ages through eye examinations and eyeglasses for the needy; and

Whereas, the Lions Club of Pontiac supports the BEAR LAKE CAMP FOR BLIND CHILDREN, Leader Dogs for the Blind, Michigan Eye Bank and other worthy community service projects; and

Whereas, the Lions Club of Pontiac gives freely of their time and effort to support sight conservation projects.

Now Therefore Be It Resolved, that the Mayor and the Pontiac City Council proclaim the period of May 5, 2017 through May13, 2017 as Lions Club White Cane Week and urge all citizens to recognize the dedicated volunteers for their continued tradition of community service.

Ayes: Waterman, Williams, Woodward, Carter, Holland, Pietila and Taylor-Burks

No: None

Resolution Passed.

President Patrice Waterman left meeting at 6:16 p.m.

Deputy Mayor Report or Departmental Head Report – Jane Bais-DiSessa

Recognition of Elected Officials – Mike McGuinness School Board Trustee

There were 14 individuals who addressed the body during public comments.

Councilman Kermit Williams left meeting at 8:17 p.m.

Honorable Mayor Deirdre Waterman Reported.

City Clerk Sherikia L. Hawkins, Councilman Randy carter, Councilwoman Doris Taylor-Burks, Councilman Don Woodward, Councilman Mark Holland and Pro-Tem Mary Pietila made closing comments. City Attorney Travis Mihelick had no closing comments.

President Pro-Tem Mary Piatila adjourned the meeting at 8:46 p.m.

SHERIKIA L. HAWKINS
CITY CLERK



CITY OF PONTIAC
DEPARTMENT OF HUMAN RESOURCES

47450 Woodward Avenue
Pontiac, Michigan 48342
Telephone: (248) 758-3293
Fax: (248) 758-3197

To: Nevrus P. Nazarko, CPA

From: Coy Mosley, HR Specialist

CC: File

Date: April 25, 2017

Re: Youth Recreation Manager

I have attached the proposed job description of Youth Recreation Manager to be approved by Pontiac City Council. I recommend this position be added to the budget and be filled by July 1, 2017 to carryout responsibilities established by the youth mileage.

The position will be funded by the Youth Recreation Millage approved by voters in November 2016 and it is part of the Youth Millage Fund personnel.

If you have any questions please feel free to contact me at extension 3143.

Whereas, the Pontiac City Council approves the attached job description for Youth Recreation Manager.

Youth Recreation Manager

FLSA: Administrative exemption

Summary: An incumbent in this position is responsible for organizing, planning, coordinating, and conducting recreational and leisure activities for youth recreation centers.

Supervision

Supervision Received: Works independently under the broad general supervision of the DPW Director

Supervision Given: Will supervise recreation center staff.

Job Environment

- The environment in a Youth Recreation Center is moderate to loud. It is noisier than one of a typical business office environment; in addition to electro-mechanical computer- and telecommunications-related equipment; exposure to noise from shredders, printers, copiers, telephones, and other computer-related equipment, it includes noise from youth and parents engaged in various sporting and recreational activities.
- Operates PC-based computer system and other office equipment.
- Has regular, daily contact with personnel, residents and youth answering questions and solving problems.
- Has access to public information files in the computer systems.
- Errors could result in the damage to or loss of information resulting in legal consequences to the City.
- When representing the City at events outside of the office, the environment may include indoor or outdoor venues, which are subject to environmental conditions beyond the control of management. Noise levels may be elevated at some events.

Essential Functions

The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment of the position:

- Develop, organize, promote and implement youth recreation programs.
- Develop and enforce recreation rules and regulations.
- Prepare reports and schedules for events.
- Prepare schedule for part-time staff and volunteers.
- Plan a variety of activities catering to different groups and varying degrees of participant skills.
- Monitor programs and rearrange as necessary.
- Responsible for opening and closing the facility.
- Assist in general upkeep of the facility.

Typical Assignments

Administration

- Supervise center staff and volunteers.
- Compile presentations and status reports.

Communication

- Promote activities offered at the recreation center.
- Establish and maintain relationships with various groups, participants and the public.
- Establish and Maintain relationships with other youth organizations.
- Facilitate and coordinates communication between the DPW Director, Mayor and City Council.
- Serves as a liaison between the City Hall and constituents.

Research

- Develop and maintain safety policies and procedures for all programs.
- Develop a system to determine programs desired by residents and youth and the most efficient way to implement them.

Public Relations

- Represent the City at legislative and community events.
- Prepare news articles, newsletters, press releases and speeches.

Recommended Minimal Qualifications

Education, Training, and Experience: Bachelor's Degree in recreation management or related field; three years of experience in youth development; strong preference for candidates with demonstrated success in designing and implementing new youth programs. Demonstrated experience where use of a personal computer to prepare correspondence, reports, charts, etc., or to enter/retrieve/update information is an essential part of the work; valid Michigan operator license required. An employee in this classification will be required to work irregular hours as necessary.

Knowledge, Ability, and Skill:

Knowledge:

- Familiarity with legislative, administrative, and judicial systems.
- Familiarity with the organizational structure and operations of the City.
- Strong knowledge of recreation activities, equipment and materials.
- Strong knowledge of implementing recreational programs.
- Some knowledge of training and supervisory techniques.
- Some knowledge of employee policies and procedures.
- Working knowledge of philosophies and objectives of the recreation profession, and the purposes, use and benefit of programs.
- Working knowledge of various elements of programs such as, arts & crafts, sports, ad games, dramatics, music, hobbies, clubs, dance and special features.

Ability:

- Ability to understand, speak, and write in the English language.
- Ability to read and interpret documents and write routine reports and correspondence.
- Ability to speak effectively before a group of persons.
- Ability to research and analyze relevant constituent issues.
- Ability to deal with customers who may become verbally combative in a telephone or personal situation.
- Ability to perform multiple tasks accurately and efficiently under time constraints.
- Ability to work both independently and cooperatively.
- Ability to exercise professional judgment and maintain confidentiality when necessary.
- Ability to apply the overall mission of a department to make executive support decisions.
- Ability to review several diverse reference sources and select and synthesize data for reports and other forms of correspondence.
- Ability to apply instructions and guidelines in the disposition of problems.

- Ability to follow complex instructions.
- Ability to type to meet standards in giving out information and referring callers.
- Ability to use diplomacy, discretion, and judgment in giving out information and referring callers.
- Ability to direct, review, and evaluate the work of other employees or volunteers, as required.
- Ability to make decisions and take necessary actions.
- Ability to maintain composure during stressful situations.
- Ability to efficiently handle multiple tasks requiring a high degree of attention to detail.

Skills:

- Computer skills that encompass effective use of word processing, spreadsheet, email, and Internet browser software.

Physical Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Minimal physical effort required to perform work under typical office conditions. While performing the duties of this job, the employee is regularly required to sit and stand; must regularly lift and or move items up to ten pounds, frequently lift items up to 25 pounds, and occasionally lift or move items up to 50 pounds; be able to clearly hear constituents when speaking in person or on the telephone. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

This job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Salary Range: \$55,000 - \$60,000

Memorandum

To: Honorable Mayor, Council President and City Council Members

From: Michelle L. McKenzie, Purchasing Agent

Through: Jane Bais-DiSessa, Deputy Mayor

Date: April 25, 2017

Re: Project & Construction Management of Structural Demolitions

The City advertised for bids for Project & Construction Management of Structural Demolitions. The proposals were accepted on April 17, 2017 at 2:00 pm in the office of the City Clerk and publically opened at that time.

There were two respondents to the RFP. They were:

- DCR Services & Construction \$ 55,000
- George W. Auch Co. \$ 541,084

The Recommendation is based on the submission of two bids and the amounts submitted for the cost of the project. The bidders were contacted to confirm that they understood the proposal language concerning the requested breakdown of cost. The bidders were also asked to confirm that their bid amounts were calculated correctly. No corrections or changes were made to either bid.

The Community Development Block Grant (CDBG) funds, which have been allotted to the City of Pontiac for Project & Construction Management, total \$ 75,000. The Community Development Block Grant (CDBG) funds are being distributed through the Economic Development & Community Affairs office of Oakland County.

The Consultant will manage the work of third party demolition contractors that will be selected and contracted by the City of Pontiac based upon qualifications and competitive bids. It is anticipated that more than one (1) demolition contractor and asbestos abatement contractor will be utilized to perform the physical demolition and abatement activities.

As such, it is recommended that the City authorizes the Mayor or Deputy Mayor to enter into a contract with the above mentioned consultant, DCR Services & Construction:

***WHEREAS,** the City of Pontiac advertised and received responses to a request for proposals for Project & Construction Management of Structural Demolitions on April 17, 2017 and publically opened bids; and,*

***WHEREAS,** the lowest qualified bidder is being recommended for the contract; and,*

***WHEREAS,** the contract will be granted to DCR Services & Construction. The amount of \$ 55,000 is the total for any and all work performed, by the contractor, under this agreement and will be funded by CDBG dollars;*

***NOW, THEREFORE, BE IT RESOLVED** that the Pontiac City Council authorize the Mayor or Deputy Mayor to enter into a contract with; DCR Services & Construction for Project & Construction Management of Structural Demolitions in the amount of \$ 55,000 as budgeted with CDBG funds.*

REFERRAL/RECOMMENDATION FORM

DATE: April 25, 2017

TO: Jane Bais-DiSessa, Deputy Mayor

FROM: Michelle L. McKenzie, Purchasing Agent

THE ATTACHED DOCUMENTS ARE BEING REFERRED FOR THE FOLLOWING REASONS:

City Council X Bid Approval _____ Budget Approval _____ Cancelled _____ Other _____

Bid Analysis and Recommendation for _____

The following bid is attached:

Your Recommendations of a bidder are to be located in the space provided in the "Remarks" section on the next page of this form. Do not submit your recommendation on any other.

RFP: Project & Construction Management for Structural Demolitions

REMARKS: After a competitive process and a public bid opening, it is recommended that DCR Services & Construction, Inc. be awarded the Project & Construction Management for Structural Demolitions bid.

Your recommendation is to be based on the bid specification and content of bid. If the lowest bidder or bidders do not meet the specifications then list the major deviations for each.

Rejections must be based on actual exceptions to specifications, or on other details included in the bid documents.

Legal questions or concerns should be included in the analysis. If necessary, the Purchasing Division may request a legal opinion.

Recommendations for bids over \$10,000.00 must be approved by the Finance Director, the Purchasing Agent or an approved person as noted on the "City of Pontiac Authorized Signature Record."

Contractor has met the requirements of the Request For Proposal Bid Documents.
The above named firm has also provided references of the companies where they have performed similar work.
The firm is being selected in the best interest of the City.
I have included my advertising list, listing of vendors notified on MITN and my direct solicitation list.

Signature of Purchasing Agent:


Michelle McKenzie
Date: 4/25/17

Approved by:

Signature of Deputy Mayor:

Ar. B. Dife
Date: 4/25/17

☒ LARA
 ☒ DLEG
 ☒ SAM
 ☒ Income Tax
 ☒ NOT In Pontiac Property Tax
 ☒ City A/P
☒ MITN
☒ Website
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Bureau of Professional Licensing / Corporations, Securities & Commercial Licensing Bureau

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VERIFY A LICENSE/REGISTRATION

Licensee Information

Name:	BELYUE, DWIGHT ERRINGTON
Address:	Grosse Pointe Park, MI 48230
County:	Wayne

License Information

License Type:	Real Estate Associate Broker
License Number:	6602373433
Specialties:	
Status:	Active
Limitations:	
Issue Date:	10/30/2012
Expiration Date:	10/31/2018
Continuing Education Pre December 31, 2014	Continuing Education
Continuing Education Post January 1, 2015	Continuing Education Notice

Employed/Managed By

Employer/Manager:	BELMAR ENTERPRISES LLC
License Number:	6506373432
Address:	Detroit, MI 48217
County:	Wayne

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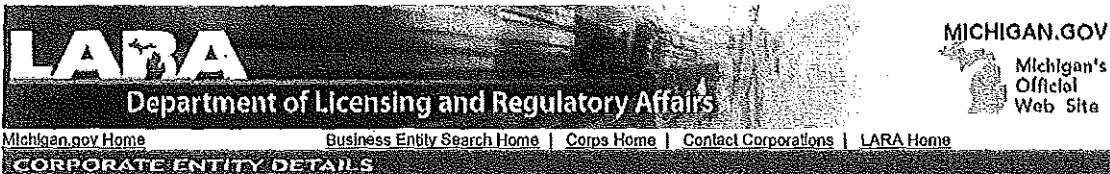
The Issue Date is the date the license/registration was first issued. Please note this information is not always available in the database. The Expiration Date given above is the date the license/registration expired or will expire. The license/registration may not have been active from the Issue Date to the Expiration Date. There may have been periods of non-licensure or non-registration. Please view the status history for more information.

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LARA



Searched for: DCR SERVICES & CONSTRUCTION, INC.

ID Num: 06746F

[Assumed Names](#)

Entity Name: DCR SERVICES & CONSTRUCTION, INC.

Type of Entity: Domestic Profit Corporation

Resident Agent: DWIGHT E BELYUE

Registered Office Address: 828 S DIX DETROIT MI 48217

Mailing Address: MI

Formed Under Act Number(s): 284-1972

Incorporation/Qualification Date: 4-10-2007

Jurisdiction of Origin: MICHIGAN

Number of Shares: 60,000

Year of Most Recent Annual Report: 16

Year of Most Recent Annual Report With Officers & Directors: 16

Status: ACTIVE Date: Present

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	<input type="text"/>	<input type="password"/>	<input type="button" value="Log In"/>
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 - [Core Data](#)
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 - [POCs](#)
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 - [Active Exclusions](#)
 - [Inactive Exclusions](#)
 - [Excluded Family Members](#)

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Dcr Services & Construction, Inc.

DUNS: 933344694 CAGE Code: 6AFP7
Status: Active

Expiration Date: 03/30/2018
Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary
Name: Dcr Services & Construction, Inc.
Business Type: Business or Organization
Last Updated By: Dwight Belyue
Registration Status: Active
Activation Date: 03/30/2017
Expiration Date: 03/30/2018

Exclusion Summary
Active Exclusion Records? No

828 S Dik St
Detroit, MI, 48217,
UNITED STATES



IBM v1.P.64.20170330-1550
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FAPIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

Property & Tax Information

Municipality
01 - DETROIT

Parcel ID
20017171-2

Property Type
REAL

Property Address
828 S DIX, DETROIT 48217

Taxpayer(s)

MARATHON PETROLEUM COMPANY LP ATTN: PROPERTY TAX SECTION / ATTN:
PROPERTY TAX SECTION

2016 DATA HAS NOT BEEN CONFIRMED YET. YOU MAY PAY THE AMOUNT
SHOWN. ONCE CONFIRMED, YOU MAY STILL OWE ADDITIONAL TAXES OR
YOU WILL BE REFUNDED FOR AN OVERPAYMENT.

ADDITIONAL TAXES OR ADJUSTMENTS MAY BE DUE FOR THE CURRENT YEAR.

PROPERTY TAX INFORMATION IS VALID AS OF BUSINESS DAY 4/24/2017.

PER OUR RECORDS THERE ARE NO OUTSTANDING DELINQUENT TAXES FOR
THIS

PARCEL. CERTIFIED FUNDS REQUIRED FOR FORFEITURE YEARS.

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Detroit Income Tax

Property & Tax Information

Municipality
01 - DETROIT
Parcel ID
20990222.50
Property Type
PERSONAL
Property Address
828 S DIX, DETROIT MI
Taxpayer(s)
BROCK SERVICES LLC

2016 DATA HAS NOT BEEN CONFIRMED YET. YOU MAY PAY THE AMOUNT SHOWN. ONCE CONFIRMED, YOU MAY STILL OWE ADDITIONAL TAXES OR YOU WILL BE REFUNDED FOR AN OVERPAYMENT. ADDITIONAL TAXES OR ADJUSTMENTS MAY BE DUE FOR THE CURRENT YEAR. PROPERTY TAX INFORMATION IS VALID AS OF BUSINESS DAY 4/24/2017. PER OUR RECORDS THERE ARE NO OUTSTANDING DELINQUENT TAXES FOR THIS PARCEL. CERTIFIED FUNDS REQUIRED FOR FORFEITURE YEARS.

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Detroit Income
Tax

Michelle McKenzie

From: Larry A. Kosofsky
Sent: Tuesday, April 25, 2017 2:58 PM
To: Michelle McKenzie
Subject: RE: Please check income tax

Hello Michelle,

I have no information on either of these parties at this time.

If DCR is the company we met with a couple of months ago, their work was done in 2015, their tax returns are not yet due until May 1, 2016, and I believe he mentioned filing a request for an extension which would buy them time until October 31.

Larry

From: Michelle McKenzie
Sent: Tuesday, April 25, 2017 2:37 PM
To: Larry A. Kosofsky
Subject: Please check income tax
Importance: High

Larry,

Please check income tax for

Dwight E. Belyue

And

DCR Services & Construction
828 S. Dix
Detroit, MI 48217

I will get the tax id # in a minute.

Thank you

Michelle L. McKenzie
Purchasing Agent/Fiscal Analyst
City of Pontiac
MMcKenzie@pontiac.mi.us
Direct Dial (248) 758-3120
Fax (248) 758-3197

Pontiac
incometax

DCR Services & Construction, LLC

All information relating to this company is shown below. [Click here to add a comment to this account](#). Use the buttons at the bottom of the page to continue.

This company is currently **INACTIVE**, which means they did not renew their account when it expired. They cannot be notified of new solicitations or access unless they login and reactivate their service from their main menu. Please contact this company to inform them of this, or send a request to IPT by BidNet Department to contact them on your behalf.

General Company Information

Vendor ID #	61600
Company ID #	371641923
Company Name	DCR Services & Construction, LLC
Mailing Address	741 S Oakwood
City, State, Zip	Detroit, MI 48217
Account Last Updated	4/11/2014 2:32:32 PM
Account Status	Inactive, Search Only, 6 Months Bid System Access
Payment Information	Free
Web Site Address	

Main Contact Information

First Name	Dwight
Last Name	Belyue
Title	CEO
Telephone	(313) 297 - 6544
Fax	(313) 297 - 6564
Email	dwight@dcr-services.com

Contact Information for Purchase Orders

First Name	Dwight
Last Name	Belyue
Title	CEO
Telephone	(313) 297 - 6544
Fax	(313) 297 - 6564
Email	dwight@dcr-services.com
Payment Address	741 S Oakwood
City, State, Zip	Detroit, MI 48217

Contact Information for Payment / Remittance

First Name	Tobi
Last Name	Smith
Title	Accountant
Telephone	(313) 297 - 6544
Fax	(313) 297 - 6564
Email	tobi@dcr-services.com
Payment Address	741 S Oakwood
City, State, Zip	Detroit, MI 48217

Contact Information for Authorized Signer #1

First Name	Dwight
Last Name	Belyue
Title	CEO
Telephone	(313) 297-6544 Ext.
Email	dwight@dcr-services.com

Miscellaneous Company Information

Business Type	Minority Owned
Owner Ethnicity	African American
Minority Status	Y

MITN 1/2

State of Michigan Minority03659-2009-SM
ID#
Other Minority Y
Certifications
Other Certification Names SBA
Year Company Started 2007
Number of Employees 20
Date Accepted Terms 6/12/2012 3:04:36 PM

Award History

Solicitation Number	Estimated Award	Bid Results	Buyer Comments
As of 4/25/2017, no solicitations have been awarded to this vendor.			

Codes (click here to view)

91229	Construction, Oil and Gas Refinery
91230	Construction, Power Plant
91240	Demolition Services
91427	Carpentry
91453	Insulation
91484	Trade Services, Construction (Not Otherwise Classified)
# of Codes Selected	6

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SourceSuite
SourceSuite Procurement Solutions

MITN 2/2

Preliminary Bid Tabulation

DATE: 4/17/2017

TIME: 2:00 PM

ACTIVITY: PROJECT & CONSTRUCTION MANAGEMENT OF STRUCTURAL DEMOLITIONS

Consultant	Lump Sum Cost	for 50 homes	Total		
DCR Services & Construction, Inc. 828 South Dix Detroit, MI 48217			\$ 55,000.00		
George W. Auch 735 S. Paddock St. Pontiac, MI 48341			\$ 541,084.00		

Witness:

Witness:

Michelle McKenzie, Purchasing Agent

Mike Pucher, Oakland County

Economic Development & Community Affairs

City of Pontiac
47450 Woodward Ave.
Pontiac, MI 48342

Opened by City Clerk:

Sherikia Hawkins

Sending Messages to Vendors for RFP-Project & Construction Mngmnt for Structural Demolition

Please do not leave your computer until all functions show "process complete" below. If any errors should occur, please print this page and fax it to IPT by BidNet at (800) 721-6985. Then call the Technical Support Department at (800) 835-4603 to ensure your fax was received and that any remaining messages will be sent.

Count of Documents Uploaded: 1

Updating Database:

Sending E-mail Messages: Started 3/28/2017 3:28:35 PM

3.L.K. CONSTRUCTION L.L.C.	ourteam@3lkconstruction.com	Successful
A.Z. Shmina, Inc.	as@azshmina.com	Successful
Abayomi Community Development Corporation	tmorris@abayomidec.org	Successful
ABE Associates, Inc.	andreb@abe-engineers.com	Successful
Accretive Solutions	mstifter@accretivesolutions.com	Successful
Acme Enterprises, Inc.	rvalny@acme-enterprises.com	Successful
Acquest Realty Advisors, Inc.	patrickong@acquestrealty.com	Successful
Administrative Controls Management, Inc.	mi@acmpm.com	Successful
Advanced Building Group, LLC	srichardson@advancedbg.com	Successful
Advantage Technology Consulting, LLC	richardn_atc@charter.net	Successful
Alrfoll	valle6-smith@alrfollgroup.com	Successful
AJA & ASSOCIATES	ajandassoc@gmail.com	Successful
Alastra Construction	vataacon@att.net	Successful
Albert Kahn Associates, Inc.	kahn@akahn.com	Successful
Alfred Benesch & Company	mitn@benesch.com	Successful
Alfred Benesch & Company	mitn@benesch.com	Successful
Allied Building Service Company of Detroit, Inc.	prndirector@teamallied.com	Successful
ALT VACANCY SOLUTIONS INC	thogert09@yahoo.com	Successful
Applied Research Associates, Inc.	rjones@ara.com	Successful
ARCADIS of Michigan LLC	Mike.haiwan@arcadis.com	Successful
Aristeo Construction Company	dschneider@aristeo.com	Successful
ASTI Environmental	dbrown@asti-env.com	Successful
Atlas Industrial Contractors	jpayne@atlascos.com	Successful
Axlom Construction Services Group, LLC	dmougrabl@axlomcsgrc.com	Successful
Ballard Associates	Ballard.associatesllc@gmail.com	Successful
BBEK Environmental	environmental@bbekconstruction.com	Successful
Beard Associates Inc.	rbeardinc@yahoo.com	Successful
Bergmann Associates	rchelotti@bergmannpc.com	Successful
Best Practices Consulting Services	laura.chapman@yourpracticescoach.com	Successful
Biddies Investment Group	projects@teambiddies.com	Successful
Blue Sky Communications	esoto@bluecomm.com	Successful
Blue Spader Contractors	estimating@bluespadar.net	Successful
Boardman Construction	Lee@boardman-Construction.com	Successful
Boji Group, LLC	rboji@bojigroup.com	Successful
Bonova Advisory Inc	breaana@bonova.net	Successful
BOYLE CONSTRUCTORS INC	boyleconstructors@charter.net	Successful
bradford airport logistics	bclass@airportlogistics.org	Successful
Braun Construction Group	bpams@brauncg.com	Successful
Bridges Consulting Inc	george@bridgesconsulting.com	Successful
Brock & Associates Inc.	ken.brock@brockassociatesinc.com	Successful
Building Technology Associates	sales@btaww.com	Successful
C.S. FARMER CONSTRUCTION INC.	charles@csfarmer.com	Successful
CARE 's WorkLife Solutions	mstanton@careofsem.com	Successful
Carl Walker	culver@carlwalker.com	Successful
CD Barnes Construction	toosting@cdbarnes.com	Successful
Chrysalls Consulting, LLC	jphillips@chrysallsglobal.com	Successful

CIBER, Inc.	vhickman@ciber.com	Successful
CIFI Building Services Inc	anthony@yourcbs.com	Successful
Clark Construction Company	cthelen@clarkcc.com	Successful
Classroom Support Services LLC	hr@csstechsol.com	Successful
CMA Design Services	Info@cmadesignservices.com	Successful
community 1st development	markl@community1stdevelopment.com	Successful
Community Housing Network, Inc.	jfelton@chhinc.net	Successful
Complete Corporate Solutions	mark@completecorp.com	Successful
Computech Corporation	albert.fields@computechcorp.com	Successful
Computer Networking Center Inc	mikhan@compnetcenter.com	Successful
Consulting Engineering Associates Inc.	kshapiro@consulteng.com	Successful
Consulting Resource Associates, Inc.	KenMyers@cra-consultingresource.com	Successful
Core Land Surveying	mlayman@corelandconsulting.com	Successful
Cunningham-Limp Development Company	mvetter@cunninghamlimp.com	Successful
Curbo, Inc.	k.cowley@curbo2121.com	Successful
Cusmano Kandier & Reed, Inc.	laymi@ckronline.com	Successful
D.V.M. Utilities, Inc.	vshenoy@dvmutilities.com	Successful
Davis and Davis CPAs, PC	gdavis@daviscpa.com	Successful
DBC Company Inc. & Barrier Free Plus Inc	dbccompany@yahoo.com	Successful
Deer Mountain-Baker, Inc.	george@aerodmb.com	Successful
DeMaria Building Company	aaronl@demariabuild.com	Successful
Detroit Contracting, Inc.	Rajeth.Anand@dclang.com	Successful
Digivox LLC	asajjad@digivox.com	Successful
DMC Consultants, Inc.	bids@dmcgroupusa.com	Successful
Dome Corporation of North America	sales@dome-corp-na.com	Successful
Doring, Incorporated	duane@doringinc.com	Successful
Doshi Associates, Inc	dal@doshigroup.net	Successful
Dumas Construction Services	DDumas@DumasConstructionServices.com	Successful
E&L Construction Group, Inc.	estimating@eandlgroup.com	Successful
E. Gilbert & Sons, Inc.	margie@egilbertandsons.com	Successful
Educational Enhancements Inc. (EdEn Inc.)	kamone@eden-inc.com	Successful
Elder Ford	MBALLOR@ELDERFORD.COM	Successful
Ellsworth Industries	cmonteith518@comcast.net	Successful
Energy Sciences Resource Partners	shelley@esciences.us	Successful
Eng., Inc	bakerm@engdot.com	Successful
Environmental Testing & Consulting, Inc.	sales@2etco.com	Successful
EnviroSolutions, Inc	gazzoli@envirosolutionsinc.net	Successful
Executive Construction Management Company	zhcclb@aol.com	Successful
Experis	paula.patterson@experis.com	Successful
F+V Construction	Info@fv-construction.com	Successful
F.J. LaFontaine	landscape45@sbglobal.net	Successful
Facilinet Services	magle@facilinet-services.com	Successful
Farbman Group	gulman@farbman.com	Successful
FEDCON LLC	rscott@fedconllc.com	Successful
Fishbeck, Thompson, Carr & Huber (Civil-Field)	tklein@ftch.com	Successful
Fishbeck, Thompson, Carr & Huber, Inc.	Info@ftch.com	Successful
FK Engineering, PLLC	fklingler@fkengineering.com	Successful
Fiels & VandenBrink Engineering, Inc.	marketing@fveng.com	Successful
Frank Rewold and Son Inc.	cwoelanin@frankrewold.com	Successful
G. STEPHENS INC.	mmabrouk@gstephensinc.com	Successful
GB UTILITIES	tw@gbutility.com	Successful
GCOM Software, Inc.	reqs@gcomsoft.com	Successful
George W. Auch Company	mcarroll@auchconstruction.com	Successful
GeoTran Consultants LLC	Tanweer.Shah@geotranconsultants.com	Successful
Grand Horizon Contracting	Info@grandhorizoncontracting.com	Successful
Grandview Construction Inc	crussell@grandviewcompanies.com	Successful
Great Lakes Engineering Group, LLC	amy@glengineering.com	Successful
Great Lakes Roofing, Inc.	greatlakesroofing@yahoo.com	Successful
Green Titan Management	tasha@greentitanmanagement.com	Successful
Greenland Development, LLC	wfreeman@swappc.com	Successful
GreenTech Engineering, Inc.	dan@greentechengineering.net	Successful
GS Group LLC	mstarks@gsgroupmll.com	Successful
GTJ Consulting, LLC	blake.johnson@gtjonline.com	Successful

H2O Compliance Services	h2ocompliance@gmail.com	Successful
Halo Group LLC	ddoecker@halogroup.us	Successful
Hennessey Engineers, Inc.	mdbrock@henghneers.com	Successful
Honeywell International, Inc.	richard.j.williams@honeywell.com	Successful
Howell Construction Services	dougsnover@sbcglobal.net	Successful
Hughes Builders	John@hughesbuildersinc.net	Successful
HydroCorp	Info@hydrocorpinc.com	Successful
IBI Group	wendy.pedersen@ibigroup.com	Successful
ICF Consulting, Inc.	bdev@icfi.com	Successful
Ideal Contracting LLC	jbooth@idealcontracting.com	Successful
Iknow LLC	kluke@iknow.us	Successful
Integrated Design Solutions	kkelly@ids-troy.com	Successful
Integrity Parking Systems, LLC	jmlarocco@integrityparking.com	Successful
InVerve Marketing, Inc.	lisa@invervemarketing.com	Successful
Jacobs Gate & Associates LLC	jgaengineering@gmail.com	Successful
Jacobs Technology	Jody.wheatherwax@jacobs.com	Successful
Jacobsen/Daniels Associates, LLC	certifications@jacobsendaniels.com	Successful
JCW Construction LLC	Damani.Wallace@jcwconstruction.net	Successful
JDM Systems Consultants, Inc.	klacomare@jdmconsulting.com	Successful
Jenkins Construction, Inc.	kjackson@jenkinsconstruction.com	Successful
JMK Consultants, Inc.	jmkause@comcast.net	Successful
Johnson Controls	marta.o.mlsztura@jci.com	Successful
JonesCraig Management Group	Jefferyjones@jonescraig.com	Successful
Kellett Builders Inc	Keldev@aol.com	Successful
Keo and Associates, Inc.	Info@keoassoc.com	Successful
KRD Management Consulting LLC	Kiril.dofinskiy@krdmanagement.com	Successful
L. D'Agostini and Sons, Inc.	miked@ldagostini.com	Successful
Lakeshore Construction and Renovation	plitsleyjosh@gmail.com	Successful
Landscape Architects & Planners, Inc.	Info@LAPINC.net	Successful
Landwise, Inc.	alan@landwiseinc.com	Successful
LaSalle Inc	mcpook@lasalleinc.com	Successful
Leading Edge Business Solutions	blanca@lebsgroup.com	Successful
LGC Global (Lakeshore Global Corporation)	blds@lgccorp.com	Successful
LoPatin & Co.	mlopatin88@aol.com	Successful
MacIas Gini & O'Connell LLP	lforbes@mgocpa.com	Successful
Manpower, Inc. of SE Michigan	jvanzandt@manpowermi.com	Successful
Mark Allan & Associates LLC	dvercruysse@markallanllc.com	Successful
Martin Waymire Advocacy Communications, Inc.	mmartin@mwaadvocacy.com	Successful
Maximized Security Systems, LLC	jwilliams@maxsecsys.com	Successful
McCarthy & Smith, Inc.	dmccarthy@mccarthysmith.com	Successful
mCubed Staffing	melsa@mcubedstaffing.com	Successful
Medical and Business Training Associates	mandbla@comcast.net	Successful
Melco Services Inc.	pbhatt@melcoservices.com	Successful
MGT of America, Inc.	rcvrfp@mgtamer.com	Successful
Michael Baker Jr., Inc.	pstrack@mbakercorp.com	Successful
Michigan Public Health Institute	lnoe@mphil.org	Successful
Mishigami Group, Inc.	rdavid@mishigamigroup.com	Successful
MITEC Solutions, Inc.	jhoward@mitcsolutions.com	Successful
Buyer's Copy	mmckenzie@pontiac.mi.us	Successful
MJR Properties	plnecrest48451@yahoo.com	Successful
Mott MacDonald Michigan, LLC	Robert.O'Connell@mottmacna.com	Successful
MPM USA	Jeff@mpmcusa.com	Successful
MWH Americas, Inc.	David.Goldwater@mwhglobal.com	Successful
National Maintenance Services LLC	pruffin@pcp.nceusa.com	Successful
Nocerini Strategy Group, LLC	strategislisa@gmail.com	Successful
North Star Refrigeration, Heating and Cooling	achabot@rscmech.com	Successful
Northshore Landscaping, Inc.	jmnorthshorescapes@att.net	Successful
Northwest Consultants, Inc.	luo@ncl-eng.com	Successful
NOVA Consultants, Inc.	greg.wagner@novaconsultants.com	Successful
O'Brien Construction Company, Inc.	nsmith@obrienco.com	Successful
OpenMetrik, Inc.	csekar@openmetrik.com	Successful
Optimum Contracting Solutions Inc	ariamaria.optimum@att.net	Successful
Pamar Enterprises, Inc.	sue@pamarenterprises.com	Successful

Parsons Brinckerhoff Michigan, Inc.	Vandall@pbworld.com	Successful
Partners In architecture, PLC	mmalone@partnersharch.com	Successful
Pierce, Monroe & Assoc., LLC	ppierce@piercemonroe.com	Successful
PMA Consultants LLC	malello@pmaconsultants.com	Successful
PMAlliance Inc.	lmcknight@pm-alliance.com	Successful
Premiere Developing Inc.	premieredeveloping@hotmail.com	Successful
Pro Energy Logistics LLC	gale@pelgc.com	Successful
Process Controls & Instrumentation	lchue@pci-detroit.com	Successful
Professional Contracting & Consulting Inc.	usapcc@hotmail.com	Successful
PROJECT MANAGEMENT LEARNING CENTER	info@pmllearningcenter.com	Successful
Public Sector Consultants, Inc.	jwilliams@pscinco.com	Successful
Pure Eco Environmental Solutions	rosvaldi@pureeco.com	Successful
Quantam Solutions	jmoyn@quantam.com	Successful
Quantum Consulting Incorporated	najwa@quantumgroupcorp.com	Successful
R. W. Mead & Sons, Inc.	jcumming@rwmead.com	Successful
R.W. Block Consulting, Inc.	veronica.kline@rwblockconsulting.com	Successful
Ramsoft Systems Inc	rama@ramsoft.net	Successful
Rebecca Kraus & Associates LLC	becki@rkrausconsulting.com	Successful
Red Hat	jwhite@redhat.com	Successful
Relapath Solutions	cj@relapath.com	Successful
REMCO STORAGE SYSTEMS,	donna@remcoequipment.com	Successful
Resource Recycling Systems	lbrusich@recycle.com	Successful
Rickman Enterprise Group, LLC	rr@rickmanenterprise.com	Successful
Roncelli, Inc.	jlessmer@roncelli-inc.com	Successful
Roncelli, Inc.	ageneja@roncelli-inc.com	Successful
Ross Construction Inc.	rossconstruction89@yahoo.com	Successful
Sachse Construction & Development Company, LLC	sbarlow@sachse.net	Successful
Schumaker & Company, Inc.	bd@schuco.com	Successful
Scofes & Associates Consulting, Inc.	linda@scofesconsulting.com	Successful
Shelborne Group	kathysmakino@aol.com	Successful
Sidcock Group Architects and Engineers	gkacan@sidcockgroup.com	Successful
Siemens Industry, Inc.	sales.industry@siemens.com	Successful
Signature Associates	khiggs@signatureassociates.com	Successful
Signum Group LLC	jgroundwater@signumgroup.com	Successful
Smart Building Services LLC	joen@sbsml.com	Successful
Soil and Materials Engineers Inc	ewart@sme-usa.com	Successful
SolidCircle	pranay@mysdss.com	Successful
Sorensen Gross Company	rsly3@sgcs.net	Successful
Spence Brothers	blds@spencebrothers.com	Successful
Strategic Retirement Partners	shannonm@srpretire.com	Successful
Sycamore Advisors, LLC	dhamilton@sycamoreadvisors.com	Successful
System Soft Technologies, Inc	neha.desai@sslech.us	Successful
SYTE Corporation	mshort@stylecorp.com	Successful
Tactical Strategies, LLC	rhonda@tacstrats.com	Successful
Team Cares Inc/Marra Building Inc	mcavanagh72@gmail.com	Successful
Teknion Data Solutions	paston@teknionusa.com	Successful
Tetra Tech	ghla.white@tetratech.com	Successful
Tetra Tech of Michigan, PC	brian.rubel@tetratech.com	Successful
The Christman Company	mary.lefevre@christmanco.com	Successful
The Clairmont Group	tthomas@thomasgroupconsulting.com	Successful
The Concord Group	joconnor@concord-co.com	Successful
The Diggs Group: Heritage Development Services	rdcollins@thediggsgroup.com	Successful
The Hunter Group	blaire.miller@huntergroup.com	Successful
The IQ Business Group, Inc.	Business.Development@iqbginc.com	Successful
The Skillman Corporation	mekenney@skillman.com	Successful
The Tancor Corporation	ewtanzi@tancor.us	Successful
The Whiting-Turner Contracting Company	mlchael.adams@whiting-turner.com	Successful
Thomas Group Consulting	buzz@thomasgroupconsulting.com	Successful
Toilis Development	toilis.development@yahoo.com	Successful
Tooles Contracting Group LLC	estimating@toolesgroup.com	Successful
Trigyn	Solicitations@Trigyn.com	Successful
True North Facility Services	truenorthservices@gmail.com	Successful
Turner Construction Company	dmcdonald@tcco.com	Successful

TWINSTEAD PROPERTIES	twinsteadproperties@gmail.com	Successful
Unified Business Technologies Inc.	mlchelle.dsouza@ubtus.com	Successful
United Resource, LLC	unitedresource@aol.com	Successful
universal hospitality advisors	sam@uhadvisors.com	Successful
Uszten, LLC	pm@uszten.com	Successful
VALUE INTEGRATION	Tariqm@valueintegration.com	Successful
Vanguard Building Group, LLC	mdnello@vanguardmichigan.com	Successful
Vanguard Design Group	bryan@guardthevan.com	Successful
Vantage Consulting Group	vtatum@thecgrp.com	Successful
VENICE CONTRACTING LLC	venicecontracting@gmail.com	Successful
Vetcon, Inc.	dgregg@vet-con.us	Successful
VM3 Consulting Corporation	alisha.moss@vm3consulting.net	Successful
VMX International, LLC	hfawcett@vmxi.com	Successful
W-3 Construction Co.	kwatson@w3group.net	Successful
Wade Trim	tnoble@wadetrim.com	Successful
Wah Yee Associates	weland@wahyaassoc.com	Successful
Walbridge	jchristman@walbridge.com	Successful
Walker-Miller Energy Services LLC	walkermiller@wmenergy.com	Successful
Washtenaw Contractors Association	itsell@wcaonline.org	Successful
White Pine Building and Development LLC	whitepinebuilding@gmail.com	Successful
Winbob Enterprises, LLC dba BOBS Contracting	bbourdon68@outlook.com	Successful
Wolverine Solutions Group, Inc.	sblue@wolverinemail.com	Successful
Wright & Hunter, Inc.	sbrune@wrighthunter.com	Successful

Sending E-mail Messages: Finished 3/28/2017 3:28:37 PM

Process Complete - Return to Main Menu

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SourceSuite
 Sourcesuite Procurement Solutions

Notification Postings

For: Project & Construction Management for Structural Demolitions

Bid Opening Held: April 17, 2017 @ 2:00 pm

Pontiac City Clerk's Office

Pontiac Cable TV station

City of Pontiac website

Sent to Michigan Municipal League

Sent to Construction Market Data Group

Sent to Builders Exchange of Michigan

Sent to Construction Association of Michigan

Posted on Bulletin Boards upstairs and downstairs

Published in the Oakland Press and on theoaklandpress.com

Project Construction Management Direct Solicitation List 2017

[illegible]



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Mayor Waterman and Honorable City Council

FROM: Jane Bais-DiSessa, Deputy Mayor, at the request of
Terrence King Director DPW

DATE: May 9, 2017

RE: Grass cutting contracts 1&2

There was a bid opening on 5/8/2017 at 2:00PM and 3:00PM for the proposed
Lawn cutting contracts around the City that include the following;

Contract1

- City owned Facilities
- I-75 Business loop
- M-59 Business loop
- Parks larger than 5 Acres **3:00 PM**
- Parks under 5 Acres
- Major Streets
- Local Streets
- Miscellaneous

Contract 2

- Mini Parks (A)
- Vacant City Lots (B)
- Vacant City Lots (C)
- Vacant City Lots (D)
- Vacant City Lots (E)
- Vacant City Lots (F) **2:00PM**
- Vacant City Lots (G)
- Vacant City Lots (H)
- Vacant City Lots (I)
- Vacant City Lots (J)

Please see the attached Bid Tab sheets for more contact information

After all bids were opened by the City Clerk and tabulated by the Purchasing Agent, the results are as follows for a three (3) year total;

Contract 1

- Xpert Lawn and Snow \$768,615.00
- TDE Group \$868,380.00
- Elam Service Group (Incomplete)
- United Lawnscape ,Inc. \$375,422.00 (**Lowest recommended bid**)

Contract 2

- Elam Service Group \$90,054.00 (**Lowest recommended bid**)
- Xpert Lawn and Group \$103,590.00
- Ozell Brownlee (Incomplete)

The DPW is requesting that the above two companies be awarded a one (1) year contract With the option to renew each year for a maximum of three (3) years. The renewal will be at the discretion of the DPW based on the previous year's performance.

***WHEREAS**, the City of Pontiac advertised and received responses to a request for two (2) proposals for Lawn Cutting Service on April 28, 2017 and publically opened bids on May 8, 2017; and,*

***WHEREAS**, a bid tabulation was prepared and reviewed by the purchasing agent of the city, and,*

***WHEREAS**, the most experienced and responsible bidders are being recommended for the contract 1 and 2; and,*

***WHEREAS**, the contracts will be granted to United Lawnscape Inc. for contract 1 with a bid of \$375,422.00 for a three(3) year total and awarded to Elam Service Group for contract 2 with a bid of \$90,054.00 for a three (3) year total. Each contract is for (1) year w/option for extending each year for a maximum of three (3) years total. The budget has funding for any and all work performed under this contract.*

***NOW, THEREFORE, BE IT RESOLVED** that the Pontiac City Council authorize the Mayor or Deputy Mayor to enter into a contract with; United Lawnscape Inc. and Elam Service Group as recommended by the DPW Director*

City of Pontiac
2017 Mowing Services Bid Tab Form
City Bldgs/MDOT ROW/Parks/Misc.

Description	Xpert Lawn and Snow			TDE Group			Elam Service Group			United Lawnscape, Inc.		
	2017	2018	2019	2017	2018	2019	2017	2018	2019	2017	2018	2019
A City Owned Facilities	\$7,820.00	\$7,820.00	\$7,820.00	\$11,500.00	\$11,500.00	\$11,500.00	no bid	no bid	no bid	\$7,510.00	\$7,760.00	\$7,760.00
B I-75 Business Loop	\$3,632.00	\$3,632.00	\$3,632.00	\$13,120.00	\$13,120.00	\$13,120.00	no bid	no bid	no bid	\$8,928.00	\$9,120.00	\$9,120.00
C M-59 Business Loop	\$6,816.00	\$6,816.00	\$6,816.00	\$12,960.00	\$12,960.00	\$12,960.00	no bid	no bid	no bid	\$4,480.00	\$4,560.00	\$4,560.00
D Parks Larger than 5 Acres	\$180,416.00	\$180,416.00	\$180,416.00	\$208,000.00	\$208,000.00	\$208,000.00	no bid	no bid	no bid	\$52,512.00	\$54,336.00	\$54,336.00
E Parks Under 5 Acres	\$8,080.00	\$8,080.00	\$8,080.00	\$18,720.00	\$18,720.00	\$18,720.00	\$6,880.00	\$6,880.00	\$6,880.00	\$13,504.00	\$14,432.00	\$14,432.00
F Major Streets	\$35,504.00	\$35,504.00	\$35,504.00	\$0.00	\$0.00	\$0.00	no bid	no bid	no bid	\$21,296.00	\$22,208.00	\$22,208.00
G Local Streets	\$5,525.00	\$5,525.00	\$5,525.00	\$12,000.00	\$12,000.00	\$12,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,240.00	\$6,240.00
H Miscellaneous	\$8,412.00	\$8,412.00	\$8,412.00	\$13,160.00	\$13,160.00	\$13,160.00	no bid	no bid	no bid	\$7,800.00	\$8,040.00	\$8,040.00
Total All Categories	\$256,205.00	\$256,205.00	\$256,205.00	\$289,460.00	\$289,460.00	\$289,460.00	\$12,880.00	\$12,880.00	\$12,880.00	\$122,030.00	\$126,696.00	\$126,696.00
Total price for all three years for all categories included in bid	\$768,615.00			\$868,380.00			\$38,640.00			\$375,422.00		

Additional Mowing Services		2017	2018	2019	2017	2018	2019	2017	2018	2019	2017	2018	2019
Mowing Services	1/2 Acre	\$35.00	\$35.00	\$35.00	\$20.00	\$20.00	\$20.00	\$28.00	\$28.00	\$28.00	\$0.01	\$0.01	\$0.01
Edging Services	Lin Ft	\$0.15	\$0.15	\$0.15	\$1.00	\$1.00	\$1.00	\$1.25	\$1.25	\$1.25	\$0.10	\$0.10	\$0.10

Witness: Michelle L. McKenzie, Purchasing Agent

Opened by City Clerk: Sherikia Hawkins

Date: 5/8/2017

City of Pontiac
47450 Woodward Ave.
Pontiac, MI 48342

3:00pm

REFERRAL/RECOMMENDATION FORM

DATE: May 9, 2017

TO: Jane Bais-DiSessa, Deputy Mayor

FROM: Michelle L. McKenzie, Purchasing Agent

THE ATTACHED DOCUMENTS ARE BEING REFERRED FOR THE FOLLOWING REASONS:

☐ City Council ☒ Bid Approval ☐ Budget Approval ☐ Cancelled ☐ Other

Bid Analysis and Recommendation for _____

The following bid is attached:

Mowing Services- City Buildings, MDOT ROW, Parks, Misc.

This copy does not include the equipment specifications or Oakland County forms.

Your Recommendations of a bidder are to be located in the space provided in the "Remarks" section on the next page of this form. Do not submit your recommendation on any other.

RFP: Mowing Services- City Buildings, MDOT ROW, Parks, Misc.

REMARKS: After a competitive process and a public bid opening, it is recommended

that United Lawnscape, Inc be awarded the Mowing Services for

City Buildings, MDOT ROW, Parks, Misc. bid.

Your recommendation is to be based on the bid specification and content of bid. If the lowest bidder or bidders do not meet the specifications then list the major deviations for each.

Rejections must be based on actual exceptions to specifications, or on other details included in the bid documents.

Legal questions or concerns should be included in the analysis. If necessary, the Purchasing Division may request a legal opinion.

Recommendations for bids over \$10,000.00 must be approved by the Finance Director, the Purchasing Agent or an approved person as noted on the "City of Pontiac Authorized Signature Record."

Contractor has met the requirements of the Request For Proposal Bid Documents.
The above named firm has also provided references of the companies where they have performed similar work.
They have the experience and equipment necessary to perform the duties of the RFP.
I have included my advertising list and listing of vendors notified on MITN.
I have included a bid tabulation showing all the bidders and their prices.


Signature of Purchasing Agent:

Michelle R Mc Kenzie
 Date: 5/9/17

Signature of Deputy Mayor:

J. B. R. Jr.
 Date: 5.9.17

☒ LARA
 ☒ DLEG
 ☒ SAM
 ☒ Income Tax
 ☒ Property Tax
 ☒ City A/P
☒ MITN
 ☒ Website
 ☒ Bid Tab
 ☒ Advertising List
 ☒ RFP

**LARA**
Department of Licensing and Regulatory Affairs

MICHIGAN.GOV
Michigan's
Official
Web Site

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Bureau of Professional Licensing / Corporations, Securities & Commercial Licensing Bureau

VERIFY A LICENSE/REGISTRATION

Name	DBA Name	License Type	License Nbr	Address	Status	Enforcement Action
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United
Lawnscapes

LARA



Searched for: UNITED LAWN/SCAPE, INC.

ID Num: 504109

Entity Name: UNITED LAWN/SCAPE, INC.

Type of Entity: Domestic Profit Corporation

Resident Agent: THE CORPORATION COMPANY

Registered Office Address: 40600 ANN ARBOR RD E STE 201 PLYMOUTH MI 48170

Mailing Address: MI

Formed Under Act Number(s): 284-1972

Incorporation/Qualification Date: 12-22-1997

Jurisdiction of Origin: MICHIGAN

Number of Shares: 60,000

Year of Most Recent Annual Report: 17

Year of Most Recent Annual Report With Officers & Directors: 17

Status: CONVERSION Date: 4-3-2017

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*United
Lawn/SCAPE*

DLEG

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United
Lawnscope

SAM

Michelle McKenzie

From: Michelle McKenzie
Sent: Tuesday, May 9, 2017 11:48 AM
To: Larry A. Kosofsky
Subject: Please investigate United Lawnscape for taxes
Attachments: Contractor Info Mowing City Bldgs ROW Parks Misc UNITED LAWNSCAPE INC.pdf

Larry,

I am working on the Mowing Services for City bldg./Row/Parks.

See attached information for United Lawnscape.

Please investigate United Lawnscape for tax conformity.

Let me know,

Michelle L. McKenzie
Purchasing Agent/Fiscal Analyst
City of Pontiac
MMcKenzie@pontiac.mi.us
Direct Dial (248) 758-3120
Fax (248) 758-3197

Income
Tax

City Bldgs

Search Results for "United Lawnscape" using the Name Search in Assessing, Building Department, and Tax

Not finding what you are looking for? Try refining your search to narrow your results or changing your search type.

Sort By: Name | Display Style: List View Want more search result detail? Click to the left to change your Display Style

Records Per Page: 15

1			Displaying items 0 - 0 of 0
Name	Reference #	Address	
No records to display.			
1			Displaying items 0 - 0 of 0

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Property
Tax

05/09/2027

Table 6

Invoice Date	1099	Amount	Reference =	Invoice =	Description
08/31/2016	740	750.00	227162	270662	MOVING CONTRACT - LOCAL STREETS - August 2016
09/31/2016	740	558.00	227163	271552	MOVING CONTRACT - 175 BUSINESS LOOPS - August 2016
09/31/2016	740	576.00	227164	270820	MOVING CONTRACT - City Owned Facilities - August 2016
09/30/2016	740	576.00	227451	272286	MOVING CONTRACT - City Owned Facilities - September 2016
09/30/2016	740	1126.00	227452	272359	MOVING CONTRACT - 175 BUSINESS LOOPS - September 2016
09/30/2016	740	6894.00	227453	272390	MOVING CONTRACT - PARKS UNDER 5 ACRES - September 2016
09/30/2016	740	1658.00	227454	272391	MOVING CONTRACT - PARKS UNDER 5 ACRES - September 2016
09/30/2016	740	3060.00	227455	272392	MOVING CONTRACT - COLLEGE ROAD LANDFILL - September 2016
09/30/2016	740	560.00	227456	272393	MOVING CONTRACT - 175 BUSINESS LOOPS - September 2016
09/30/2016	740	300.00	227457	272410	MOVING CONTRACT - CENTRAL AVENUE TRAIL - September 2016
09/30/2016	740	2662.00	227458	272502	MOVING CONTRACT - MAJOR STREETS - September 2016
09/30/2016	740	750.00	227459	272503	MOVING CONTRACT - LOCAL STREETS - September 2016
10/31/2016	740	576.00	228115	273883	MOVING CONTRACT - City Owned Facilities - October 2016
10/31/2016	740	1126.00	228120	273884	MOVING CONTRACT - 175 BUSINESS LOOPS - October 2016
10/31/2016	740	6894.00	228121	273885	MOVING CONTRACT - PARKS UNDER 5 ACRES - October 2016
10/31/2016	740	1658.00	228122	273886	MOVING CONTRACT - PARKS UNDER 5 ACRES - October 2016
10/31/2016	740	560.00	228123	273887	MOVING CONTRACT - 175 BUSINESS LOOPS - October 2016
10/31/2016	740	2662.00	228124	274046	MOVING CONTRACT - MAJOR STREETS - October 2016
10/31/2016	740	750.00	228125	274046	MOVING CONTRACT - LOCAL STREETS - October 2016
11/30/2016	740	413.64	228256	263098	Fall Cleanup - City Hall

Total Invoices Amount: 258957.14

Check #	Check Date	Amount	Check Type	1099	Description
CONS 516653	07/07/2016	383.12.00	Paper Check	No	
CONS 516747	07/14/2016	302.00	Paper Check	No	
CONS 516779	07/11/2016	219.12.00	Paper Check	No	
CONS 517007	08/18/2016	21234.00	Paper Check	No	
CONS 517266	10/19/2016	15014.00	Paper Check	No	
CONS 517530	11/02/2016	17756.00	Paper Check	No	
CONS 517780	12/15/2016	14156.00	Paper Check	No	
CONS 517821	12/22/2016	413.64	Paper Check	No	
					Total Checks Amount
					137057.54
					Number of Orders
					1

35015

City
A/P

Sending Messages to Vendors for ITB-Mowing City Blgs ROW Parks Misc

Please do not leave your computer until all functions show "process complete" below. If any errors should occur, please print this page and fax it to IPT by BidNet at (800) 721-6985. Then call the Technical Support Department at (800) 835-4603 to ensure your fax was received and that any remaining messages will be sent.

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Updating Database:

Sending E-mail Messages: Started 4/28/2017 4:58:32 PM

1st Class Property Maintenance (DBA Pruning Pros)

A1 Utility Contractor, Inc.

ABS Landscaping Management

Absolute Landscaping

Ace of Blades Landscaping LLC

ADVANCED SUPPLY CO.

Advanced Tree Care Service, Inc.

Aherm Contracting Inc.

AJS Maintenance & Services

All Prop LLC

All Seasons Snow Removal & Lawn Care LLC

All State Tree & Lawn, Inc.

American Dream Landscaping

Anglin Civil

ArberMedix

ArcLife Services

ARTISTIC LANDSCAPING

ASHTONCONTRACTING

ASW

Austin Morgan Companies, LLC

B & B Landscaping

B & J Parking Lot Maintenance, Inc.

B.M.A services llc

Backer Landscaping, Inc.

Basin Tree Service & Pest Control

Beverly's Janitorial & Maid Services, Inc.

BLI LANDSCAPING

BnS Maintenance Inc

Bob's Landscape

Boon Development, LLC dba Sod Solutions

Bouillon Sales Inc.

Branch Tree Service, Inc.

Brantley Development

Breen's Landscape & Supply Center

Brien's Services, Inc.

Bright Horizon Services Inc

BrightView Landscapes LLC

Brooks Striping, Inc.

kevin@pruningpros.com

Successful

troylyons1@netscape.net

Successful

abslandscapemgt1@gmail.com

Successful

absolutejs@aol.com

Successful

aceofbladeslandscapingllc@gmail.com

Successful

MALONEYCARA@YAHOO.COM

Successful

john@alcs.biz

Successful

aherncontracting@yahoo.com

Successful

ajsmaintenance@gmail.com

Successful

matt@goallprop.com

Successful

allseasonslawncaresandsnowplow@gmail.com

Successful

allstatetrees@yahoo.com

Successful

americandream_lawn@yahoo.com

Successful

josh@anglincivil.com

Successful

mark.bellier@BrightView.com

Successful

ddmaintenance@comcast.net

Successful

RYAN.SMITH48@YAHOO.COM

Successful

angrybearlawncares@yahoo.com

Successful

anthony@aswlawn.com

Successful

Info@auslawnmorgan.com

Successful

bblandscaping1@yahoo.com

Successful

bandjsweep@gmail.com

Successful

provincjohnny@yahoo.com

Successful

cmelchor@backerlandscaping.com

Successful

chris.lesla@unitedrightofway.com

Successful

bvmood@att.net

Successful

b9e3n4n1e1@aol.com

Successful

bnbmaintenance@comcast.net

Successful

bobslandscape@msn.com

Successful

sod_solutions@yahoo.com

Successful

mike@boullionsales.com

Successful

grtee@branchtree.com

Successful

Brantley_Development@yahoo.com

Successful

rob@breenlandscape.com

Successful

brien@briensservices.com

Successful

Brighthorizonservices@yahoo.com

Successful

christopher.nvlt@brightview.com

Successful

st-brooks@comcast.net

Successful

Brooks Tree Service & Forest Products Inc.	bacrosley@aol.com	Successful
C And W Associates, Inc.	info@sparklejanl.com	Successful
C&E Pipelino Services	alljah.white@capipelino.com	Successful
C-Mark Services, Inc.	cmrkservices@hotmail.com	Successful
C.L Simpson Outdoor Service	Simpsonoutdoorservice1993@yahoo.com	Successful
Cadillac Janitorial Inc.	mkouvirga@gmail.com	Successful
Canopy Landscapes	Info@canopylandscapes.com	Successful
Capital Resource Management, Inc.	laura@crmcollect.com	Successful
Capozzo and Sons Excavating	Charlie@CapozzoandSons.com	Successful
Carlton Equipment Company	ryan@carltonequipment.com	Successful
Choice Property Services	harrisproppres@gmail.com	Successful
Civil Construction Services, Inc.	civilconstructionservices@yahoo.com	Successful
Colegunn Services	robmark11@gmail.com	Successful
Commercial Grounds Services LLC	commercialgrounds@yahoo.com	Successful
Continuum Services	ssalfert@continuumservices.com	Successful
Cooper Lawnscape, Inc.	Cooperlawns@comcast.net	Successful
Craft Property Maintenance	stave@craftpropertymaintenance.com	Successful
Crooked Tree Nursery	Info@crookedtreenursery.com	Successful
Curbo, Inc.	k.cowley@curbo2121.com	Successful
D and D Innovations	b.palge.wilson@gmail.com	Successful
D and J Contracting Inc.	bradsanford@sbcglobal.net	Successful
D.M. Burr Facilities Management, Inc.	gloriacarpenter@dmbrurr.com	Successful
Dalco Services LLC	zwilliams@dalcoservicesllc.com	Successful
Dale Duke and Sons, Inc.	rexdukes@tucker-usa.com	Successful
Dennys Maintenance & Outdoor Services, Inc.	dennysmaintenance@comcast.net	Successful
Dixson Landscaping INC	dixsonlandscaping@yahoo.com	Successful
done lawn care	donaldbeckman63@gmail.com	Successful
DRC Emergency services LLC	lgarcia@drcusa.com	Successful
E & J Treeservice	lpkristal313@aol.com	Successful
Eager Beaver Lawncare & Landscaping	davidjnzlok@yahoo.com	Successful
Econocut, Inc.	jelf@econocut.net	Successful
ED'S TWO MEN & A MOWER LAWN SERVICE LLC.	eds2menandamower@yahoo.com	Successful
Elegant Lawn Care LLC	elegantlawncarellc@yahoo.com	Successful
Ellsworth Industries	cmonteith519@comcast.net	Successful
Energy Group, Inc.	mdonnellon@energygroupusa.com	Successful
EnviroSafe, Inc.	anne@envirosafelpm.com	Successful
Ever So Green LLC	eversogreen@gmail.com	Successful
Evergreen Outdoor, Inc.	bradh@myoutdoorpro.com	Successful
Excel Landscaping LLC	excelland03@hotmail.com	Successful
F.J. LaFontaine	landscape45@sbcglobal.net	Successful
FED BROTHERS CONSTRUCTION	fedbrothers@gmail.com	Successful
FEDCON LLC	rscott@fedconllc.com	Successful
FIRST CLASS BUILDING MAINTENANCE, INC.	fcbm@provide.net	Successful
fontenot landscape services llo	fontenotlandscaping@yahoo.com	Successful
Fosmore Outdoor Mgmt Services, Inc.	fosmoreservices@yahoo.com	Successful
Fougnle Professional lawn maintenance	jamesfougnle@yahoo.com	Successful
Frank's Landscaping & Supplies LLC.	michbrick1@hotmail.com	Successful
Garden Solutions & Maintenance	Garden.snowsolutions@gmail.com	Successful
Garpel Group, LLC	emily@garpelgroup.com	Successful
Giant Janitorial Service, Inc	lhuthwaite@giantjanitorial.com	Successful
GLC Lawn, Landscaping & Snow removal LLC	glcandscaping@yahoo.com	Successful
Go Green Sales And Services	luke_c21@all.net	Successful
Grace Management Services	gallen@gracemanagementservices.com	Successful
Grand Horizon Contracting	Info@grandhorizoncontracting.com	Successful
Gralot Landscaping & Home Improvement, LLC	wdalay@gralotlandscape.com	Successful

Great Lakes Hydroseeding & Landscaping, Inc.	grealakeshydroseeding@charter.net	Successful
Great Lakes Landscaping & Construction Inc.	mellissahahn@grealakeslandscaping.com	Successful
Great Pines Landscaping	Gpland2@yahoo.com	Successful
Green Meadows Lawnscape, Inc.	greenmeadowslawnscape@yahoo.com	Successful
Greenscape	bwcatakl@yahoo.com	Successful
greg davis landscaping	gwd1land@aol.com	Successful
Ground Effects Lawn Care	rdapra@ameritech.net	Successful
GTJ Consulting, LLC	blake.johnson@gtyonline.com	Successful
H - D Landscaping, Inc	dexter@h-dlandscaping.com	Successful
H&C property Maintenance	jaremlah5387@gmail.com	Successful
Hater's Landscaping	jesslemcglothin@yahoo.com	Successful
Havelka Construction	havelkaconst@hotmail.com	Successful
Henson Ultra Green	mlchilleslnder2016@gmail.com	Successful
Hercules & Hercules Inc.	kjefferson@herculesandhercules.com	Successful
I HEART LAWN CARE LLC	miln@iheartlawncares.com	Successful
IME Connections	mjvolfmar@imeinc.us	Successful
Innovative Property Maintenance, Inc	michael.buillon@ipmlandscaping.com	Successful
J & M Tree Service	Forrest@jmtreeservice85.comcastbiz.net	Successful
J W Turf Inc	Erio_jwturf@aol.com	Successful
J-Mac Tree & Debris, LLC	jmacfreeddebris@gmail.com	Successful
J.Z's complete landscape	jzlandscape@gmail.com	Successful
Jim gregg land clearing LLC.	jimgregglandclearing@yahoo.com	Successful
Jordan Landscaping	jordanlandscaping@yahoo.com	Successful
JR SERVICES GROUP, LLC	bids@jrserv.com	Successful
KBK Landscaping	kris@kbklandscaping.com	Successful
Kevin McNamara, LLC	comishmcmamara@gmail.com	Successful
Kevin's All Season Lawn & Landscaping LLC	Kevin4allseason@att.net	Successful
Kevin's Lawn Care & Snow Removal	kevinlawnandsnow@hotmail.com	Successful
KLM SCAPE & SNOW dba KLM LANDSCAPE	KLM@KLM.LANDSCAPE.NET	Successful
Knox International, LLC	knoxindustries.1@gmail.com	Successful
Lake Michigan Excavating, LLC	rfaul@lakemichiganexcavating.com	Successful
Lake State Lawn Landscaping & Snow Removal	lakesstate@lakesstatelawnandsnow.com	Successful
Lakeshore Construction and Renovation	plittsleyjosh@gmail.com	Successful
Lakner Landscape	Laknerslandscape@aol.com	Successful
Landscape Services, Inc.	lenk@lsmichigan.com	Successful
Landscape Supply, Inc.	scarrier@landscapesupplyinc.com	Successful
Lawn Sprinklers Sales, Service & Design, Inc.	lawnsprinklerssoftansing@yahoo.com	Successful
Lawnsapes Inc	lawnsapes,lc@gmail.com	Successful
Logan's LawnCare	service@loganslawncares.com	Successful
Looking Good Lawns Inc.	dillon6659@comcast.net	Successful
LPC Landscape Services LLC.	seanlpc@yahoo.com	Successful
Maj's Services Inc.	Mail@MajsServices.com	Successful
MAPLE LANDSCAPING & LAWN SERVICE LLC	daryn@maplelandscapingandlawnservice.com	Successful
Margolis Nursery Inc.	mbumstead@margoliscompanies.com	Successful
MARINE CITY NURSERY CO	ndellin@marinecitynursery.com	Successful
Marine One Towing & Salvage	Marineonetowing@aol.com	Successful
Master Corporate Cleaning LLC.	pleter@mastercorporatecleaning.com	Successful
Master's Lawn Care LLC	masterslawncares14@gmail.com	Successful
Matten Landscaping, Lawn and Snow LLC	Rmatten1@aol.com	Successful
Malloli Cement Company	jmalloli@charter.net	Successful
Maverick Property Maintenance, LLC	jason@maverickpropertymaintenance.com	Successful
Maxwell Lawn Care Services Inc	maxwellmk9@gmail.com	Successful
McClelland Landscape Inc	dennis@lawn-snow.com	Successful
MFS, Inc.	garyiverson@gmail.com	Successful
MGP & Associates LLC	leakyjr@gmail.com	Successful

Michigan Demolition and Excavation	michigandemolition@comcast.net	Successful
Michigan Exterior Solutions LLC	milawnandland@gmail.com	Successful
MICHIGAN OUTDOOR SERVICE INC.	mioutdoorservice@gmail.com	Successful
Mid Michigan Contracting Inc.	mkdmichigancontracting@yahoo.com	Successful
Müller Concrete and Construction	casaymiller33@yahoo.com	Successful
Buyer's Copy	mmckenzie@ponliac.mi.us	Successful
Mocella Lawn and Landscaping, Inc.	mocellawnandlandscaping@hotmail.com	Successful
Monoygreen Lawn Maintenance	monoygreenlawn@gmail.com	Successful
Mow On The Go	mowonthego14@gmail.com	Successful
MWG Lawn and Snow LLC	mwyglawnandsnow@yahoo.com	Successful
Natural Community Services	j_dellsle@hotmail.com	Successful
Naturalistic Landscapes	fetmlrpepa49@gmail.com	Successful
Navel Property Maintenance	navelmainenance@gmail.com	Successful
NJD Services LLC. (N.J.DaDecker)	ndedecker@njdservices.com	Successful
NLS Outdoor Services	nlsoutdoorservices@gmail.com	Successful
Northshore Landscaping, Inc	jmnorthshorescapescap@aol.net	Successful
Oakland Livingston Human Svc Agcy- Guardianship	thomasf@oahsa.org	Successful
Oakridge Lawn & Snow, Inc	kenoek31@hotmail.com	Successful
One Stop Laundromat	support@onestop-mil.com	Successful
One Stop Property Maintenance llc	ospmaln@hotmail.com	Successful
Outdoor Expressions Landscaping LLC	matt@outdoorexpressionslandscaping.com	Successful
Outdoor Extrema	brackell.landscaping@gmail.com	Successful
Outdoor Specialty llc	brad@welandscapelensing.com	Successful
Outdoor Techniques	Services@outdoortechniques.com	Successful
Owens Landscaping	owenslandscaps@yahoo.com	Successful
P&P Landscaping	Pp_landscaping@yahoo.com	Successful
P&T LAWN CARE & LANDSCAPING	Tlanko@perfecttouchlawncares.com	Successful
Parks Services	dparks@parkservices.com	Successful
PAVEX Corporation	pavaxco@gmail.com	Successful
Pioneer Resources, Inc.	gscott@pioneerresources.org	Successful
Precision Contracting	gary@lsgr.info	Successful
Precision Landscaping Services, Inc.	darrin@precisionlandscaping.net	Successful
Preiss Companies	preisscompanies@comcast.net	Successful
Premier Group Associates llc	subs@pgala.com	Successful
Premier Professional Landscaping	general@preproland.com	Successful
Premium Lawn Solutions	premiumlawnsolutions@gmail.com	Successful
Pride Property Maintenance LLC.	johnsacher@pride-maintenance.com	Successful
Pritula & Sons	pritula.sons@yahoo.com	Successful
Proficient Services LLC	ProficientServicesLLC@gmail.com	Successful
Progressive Irrigation, Inc.	progressiveirrigation@yahoo.com	Successful
Property Monkey	gregoryjordan2011@gmail.com	Successful
R&J Maintenance	rayjen513@yahoo.com	Successful
R&R Landscape Supply Inc	rlandscapesupply@yahoo.com	Successful
R.F.C. L.L.C.	ron.howe@uslawns.net	Successful
R.N.A. of ANN ARBOR	FARHA@mafacilitiesmanagement.com	Successful
Reliable Landscaping, Inc.	eslmatling.reliablelandscaping@gmail.com	Successful
Rent a Gardener LLC	allison@rentagardenerllc.com	Successful
Responsive Contracting Inc	responsivecontracting@hotmail.com	Successful
Rotar Property Services Inc.	rec@rotarinc.com	Successful
Rolling Acres Landscaping and Lawn Service, LLC	rollingacros01@gmail.com	Successful
S.J. Landscaping Inc.	ilonslawnboy@yahoo.com	Successful
Sallent Landscaping Inc	office@sallentlandscaping.com	Successful
Santoro Services L.L.C.	deway@detroitssnowremoval.net	Successful
SELAH LLC	selahawareness@gmail.com	Successful
Serene Surroundings Inc.	paul@serenesurroundings.com	Successful

Shepherd's Landscape and Tree Service	Info@Shepherds-Land.com	Successful
SHERMAN NURSERY FARMS	scollis@shermannurseryfarms.com	Successful
Smith Lawnsapes, LLC	mail@smithlawnsapes.com	Successful
SNOWDOZERS	jilang4@yahoo.com	Successful
Sodmasters Inc.	Info_sodmasters@yahoo.com	Successful
Stafford Landscaping LLC	dstafford95@live.com	Successful
Stonewall Enterprises LLC	stonewallentllc@yahoo.com	Successful
Summer Breeze Lawn Care, Inc.	goodlawn@sbcbglobal.net	Successful
Superior Lawn Care LLC	kimberly@a2superiorlawn.com	Successful
Superior Scape, Inc.	newman@superiorscape.com	Successful
T-N-T Tree Service Inc.	tnprotreeserv1@yahoo.com	Successful
tarfe trucking	poplarfe@frontier.com	Successful
TC Green Works llc	Joseph.gigant@gmail.com	Successful
TDE Group USA Inc.	Econte@tdagroup.com	Successful
Teddy's lawn and landscape	srice@teddyslandscape.com	Successful
TH Maged Services LLC	lmaged1@gmail.com	Successful
The 53rd Group LLC	alzoubi@alcbs.com	Successful
The Maintenance Guy, Inc.	cardi@themaintenanceguy.org	Successful
The Yard Men Lawn & Snow Services LLC	Zak@TheYardMen.com	Successful
Thoms Bros. Landscaping, Inc.	steventhoms@thomsbros.com	Successful
Thornberry lawn care	Thornberrylc61@yahoo.com	Successful
Timberland Inc.	timberlandcrew@gmail.com	Successful
Timberland Landscape	patrick@timberland-landscape.com	Successful
Titan Commercial Inc.	info@titanlandscapinginc.com	Successful
Titan Lawn Maintenance	titanlawn@gmail.com	Successful
TJ's Precision Lawn Care & Maintenance	jonesfamily72@yahoo.com	Successful
Tommy's Lawn Service, Landscaping & Snowplowing	tommyslawnservice1@yahoo.com	Successful
Total lawn care	TLCTOTALLAWNCARE@yahoo.com	Successful
Trees & Co.	quebudin@mac.com	Successful
Tri County Equipment	scottwadsworth@tricountyequipment.net	Successful
Tri-County Tree Expert Co., Inc.	lcservices@gmail.com	Successful
Tri-Valley Construction, LLC.	trivalleyconstructionllc@gmail.com	Successful
Troy Clogg Landscape Associates LLC	daveb@troyclogg.com	Successful
Trugreen	richardhilljr@trugreenmail.com	Successful
Turfgrass Systems, LLC	TurfgrassLLC@aol.com	Successful
TWINSTEAD PROPERTIES	twinsteadproperties@gmail.com	Successful
ULTIMATE LAWN SERVICE LLC.	ULTIMATELAWNSERVICE@YAHOO.COM	Successful
Ultra Professional Outdoor Services	ultra@ultraposillo.com	Successful
Underwood Nursery	brian@underwoodsnursery.com	Successful
Unique Clips	uniqueclips@gmail.com	Successful
Unkue Maintenance & Services, LLC	unquellc@aol.com	Successful
United Lawnscape, Inc.	stevay@unitedlawnscape.com	Successful
Universal Property Services	ray@perfectsweep.com	Successful
Vashco Lawn Care LLC	vashco@sbcbglobal.net	Successful
VENICE CONTRACTING LLC	VENICECONTRACTING@GMAIL.COM	Successful
Village Green	vgreen2222@aol.com	Successful
Village lawn service, llc	Villegelawnllc@gmail.com	Successful
Wayne Facility Management Support Services	wfms1@hotmail.com	Successful
WCI Contractors, Inc.	wcicontractors@msn.com	Successful
Weed Eraser, Inc	robin@weederaser.com	Successful
WH Canon, Inc.	bmcdonald@whcanon.com	Successful
Wildtype	wildtypeplants@gmail.com	Successful
Wonsay Tree Service, Inc	wonsaytreeservice@hotmail.com	Successful
world class grounds management co.	worldclassgrounds@allnet	Successful
World Class Landscaping & Contracting Inc.	worldclass4520@yahoo.com	Successful

Xpert Lawn Care & Snow Removal	xpertlandscaping@yahoo.com	Successful
Zimmerman Lawn & Snow	zimmermanzlm@comcast.net	Successful
Zuniga Cement Construction Inc.	zunigacement@aol.com	Successful
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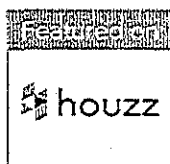
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UNITED LAWNSCAPE — PREMIER LANDSCAPE MAINTENANCE AND CONSTRUCTION COMPANY SERVICING SOUTHEAST MICHIGAN

[CALL NOW](#)[REQUEST AN ESTIMATE](#)

Thank you for visiting UnitedLawnscape.com! We are very excited to show you all that we have to offer and cannot wait to speak with you regarding your landscape maintenance needs and new landscape design and construction plans. As a family owned and operated business since 1997, we take pride in the work we do and the team of people that work with us. It is our goal with each and every landscape project to exceed expectations and enhance the appearance of our neighborhoods in Macomb County and throughout Southeast Michigan by incorporating unique design and sustainable landscapes.

In 1997, Sam and John began the business servicing local residential neighborhoods in Shelby Township, Michigan. Today, United Lawnscape, Inc. services customers throughout Genesee, Lapeer, Livingston, Macomb, Oakland, Washtenaw and Wayne Counties. United Lawnscape, Inc. offers residential and commercial landscape maintenance packages, residential and commercial landscape design consultations, residential and commercial landscape construction, custom pool installations and snow management programs. Our corporate office is located in Washington Township and we have satellite offices in Flint, Troy and Livonia, Michigan.

We are in the business of creating inviting outdoor spaces that promote a desired lifestyle and enhance curb appeal for residential and commercial customers alike. Feel free to call or visit our social media pages to learn more about our services and what is happening now within the green industry!

If you are a "do-it-yourselfer" visit our United Plant Center! The United Plant Center is a full service nursery in Macomb County with a knowledgeable staff that can assist you in picking the perfect trees, shrubs, perennials or annuals for your landscape and garden. The United Plant Center is fully stocked with a wide variety of organic pesticides and fertilizers and is always ready to deliver bulk materials such as mulch and topsoil. Visit our online store by clicking the "Plant Center" link at the top of the page.

City of Pontiac
2017 Mowing Services Bid Tab Form
City Bldgs/MDOT ROW/Parks/Misc.

Description	Xpert Lawn and Snow			TDE Group			Elam Service Group			United Lawnscape, Inc.		
	2017	2018	2019	2017	2018	2019	2017	2018	2019	2017	2018	2019
A City Owned Facilities	\$7,820.00	\$7,820.00	\$7,820.00	\$11,500.00	\$11,500.00	\$11,500.00	no bid	no bid	no bid	\$7,510.00	\$7,760.00	\$7,760.00
B I-75 Business Loop	\$3,632.00	\$3,632.00	\$3,632.00	\$13,120.00	\$13,120.00	\$13,120.00	no bid	no bid	no bid	\$8,928.00	\$9,120.00	\$9,120.00
C M-59 Business Loop	\$6,816.00	\$6,816.00	\$6,816.00	\$12,960.00	\$12,960.00	\$12,960.00	no bid	no bid	no bid	\$4,480.00	\$4,560.00	\$4,560.00
D Parks Larger than 5 Acres	\$180,416.00	\$180,416.00	\$180,416.00	\$208,000.00	\$208,000.00	\$208,000.00	no bid	no bid	no bid	\$52,512.00	\$54,336.00	\$54,336.00
E Parks Under 5 Acres	\$8,080.00	\$8,080.00	\$8,080.00	\$18,720.00	\$18,720.00	\$18,720.00	\$6,880.00	\$6,880.00	\$6,880.00	\$13,504.00	\$14,432.00	\$14,432.00
F Major Streets	\$35,504.00	\$35,504.00	\$35,504.00	\$0.00	\$0.00	\$0.00	no bid	no bid	no bid	\$21,296.00	\$22,208.00	\$22,208.00
G Local Streets	\$5,525.00	\$5,525.00	\$5,525.00	\$12,000.00	\$12,000.00	\$12,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,240.00	\$6,240.00
H Miscellaneous	\$8,412.00	\$8,412.00	\$8,412.00	\$13,160.00	\$13,160.00	\$13,160.00	no bid	no bid	no bid	\$7,800.00	\$8,040.00	\$8,040.00
Total All Categories	\$256,205.00	\$256,205.00	\$256,205.00	\$289,460.00	\$289,460.00	\$289,460.00	\$12,880.00	\$12,880.00	\$12,880.00	\$122,030.00	\$126,696.00	\$126,696.00
Total price for all three years for all categories included in bid	\$768,615.00			\$868,380.00			\$38,640.00			\$375,422.00		

Additional Mowing Services		2017	2018	2019	2017	2018	2019	2017	2018	2019	2017	2018	2019
Mowing Services	1/2 Acre	\$35.00	\$35.00	\$35.00	\$20.00	\$20.00	\$20.00	\$28.00	\$28.00	\$28.00	\$0.01	\$0.01	\$0.01
Edging Services	Lin Ft	\$0.15	\$0.15	\$0.15	\$1.00	\$1.00	\$1.00	\$1.25	\$1.25	\$1.25	\$0.10	\$0.10	\$0.10

Witness: Michelle L. McKenzie, Purchasing Agent

Opened by City Clerk: Sherikia Hawkins

Date: 5/8/2017

City of Pontiac
47450 Woodward Ave.
Pontiac, MI 48342

Notification Postings

For: MOWING SERVICES- City Buildings, MDOT ROW, Parks and Misc. RFP

Bid Opening Held: May 8, 2017 @ 3:00 pm

Pontiac City Clerk's Office

Pontiac Cable TV station

City of Pontiac website

Sent to Michigan Municipal League

Sent to Construction Market Data Group

Sent to Builders Exchange of Michigan

Sent to Construction Association of Michigan

Posted on Bulletin Boards upstairs and downstairs

MOWING SERVICES-City Bldgs/MDOT ROW/Parks/Misc. RFP Direct Solicitation List 2017

PONTIAC-BASED COMPANIES	Address	City	State	Zip	Phone	E-mail	Notification	Found in this Source
Get It Done Right	1567 Joslyn Ave	PONTIAC	MI	48340	248-322-9424	Dontaspann@sbcglobal.net	Sent copy of RFP	Greater Pontiac Business Directory
Chrisman Lawn Service	63 N Johnson St	PONTIAC	MI	48341	248-636-7295		called and left a detailed message	Greater Pontiac Business Directory
Inland Lakes Landscaping	560 S Telegraph Rd	PONTIAC	MI	48341	248-338-8088		called - no mowing services	Greater Pontiac Business Directory
Knox Yard & Lawn Maintenance	946 Canterbury Dr	PONTIAC	MI	48341	248-872-6030		called and left a detailed message	Greater Pontiac Business Directory
Lawn Pride Lawn Service	1540 Joslyn Ave	PONTIAC	MI	48340	248-370-8910		called and left a detailed message	Greater Pontiac Business Directory
Summer Breeze Lawn Care	803 Cesar E Chavez Ave	PONTIAC	MI	48340	248-640-1455	goodlawn@att.net	called and sent copy of RFP	Greater Pontiac Business Directory
The Brickman Group Landscaping	850 Featherstone St	PONTIAC	MI	48342	248-452-9292		called and left a detailed message	Vendor file in Purchasing
Neighboring Communities	Address	City	State	Zip	Phone	E-mail	Notification	Found in this Source
Xpert Lawn and Snow	2437 Wolcott St	Ferndale	MI	48220	248-721-0794	www.xpertlawnandsnow.com	contacted via website	Vendor file in Purchasing
Site Scape, Inc	6665 Auburn Rd	Utica	MI		586-739-5044	www.sitescapeinc.com	contacted via website	Vendor file in Purchasing
United Lawnscape	62170 Van Dyke	Washington Twp	MI	48094	586-752-5000	dustyr@unitedlawnscape.com	called me directly for a copy of RFP	Previous contract holder



Financial Services – Purchasing Division

NOTICE

Thank you for your inquiry regarding the City of Pontiac project listed below:

Mowing Services – City Buildings, MDOT ROW, Parks and Misc.

If your firm plans to bid on this project, please send an e-mail response to MMcKenzie@pontiac.mi.us with the following information:

Firm Name: _____

Project Name: _____

Firm's Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Postal Address: _____

The City of Pontiac Purchasing Division will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Pontiac, you will not receive any follow-up notification of any changes to the project.

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342

NOTICE TO BIDDERS

The City of Pontiac will open sealed bids on Monday, May 8, 2017 at 3:00 p.m. prevailing local time in the City Hall Lion's Den conference room at 47450 Woodward Ave for:

Mowing Services – City Buildings, MDOT ROW, Parks and Misc.

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK, 47450 Woodward Ave., Pontiac, MI 48342 by 3:00 PM, Monday, May 8, 2017. Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked:

Mowing Services – City Buildings, MDOT ROW, Parks and Misc.

No proposal submitted may be withdrawn for at least ninety (90) days after the actual opening of the proposal.

No pre-bid meeting will be held.

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Pontiac website:

Purchasing: <http://www.pontiac.mi.us/departments/finance/purchasing.php>

And at Michigan Intergovernmental Trade Network (MITN): www.mitn.info

Please refer to the website/MITN for any addenda that may be issued. Bidders who submit bids before the deadline are advised to continue to monitor the website for any addenda that may be issued. Bid packages will also be mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids that it deems to best serve the interest of the City.

If you have any questions regarding this RFP, please contact the Purchasing Agent at (248) 758-3120 or send an email to MMcKenzie@pontiac.mi.us

1. INSTRUCTIONS TO BIDDERS

1.1 Bids to be Received

Sealed bids for the Mowing Services – City Buildings, MDOT ROW, Parks and Misc. will be received at the Office of the City Clerk of the City of Pontiac, Michigan until 2:00 PM, Monday, May 8, 2017, and immediately thereafter will be publicly opened and read.

Each bid must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a bid must be plainly marked on the outside as "Mowing Services – City Buildings, MDOT ROW, Parks and Misc.", and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk, City of Pontiac at 47450 Woodward Avenue Pontiac, MI 48342.

Bids will be received during regular business hours at the place and up to the time stated in the advertisement. Any extension in time will be by official notification. Bids may be delivered in person or mailed, but their delivery is the bidder's entire responsibility. Any bid received after the stated hour, even through the mail, will be returned unopened to the bidder.

1.2 Examination of Bid Documents

Before submitting a proposal, bidders shall carefully examine the specifications/scope of work and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

1.3 Withdrawal of Bids

Any bidder may withdraw his proposal, in writing, at any time prior to the scheduled closing time for receipt of proposals. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Should there be a reason why a contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City of Pontiac, herein after also referred to as the City, and the bidder.

1.4 Bid Form

Each bid shall be made on the form provided, and shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder. Alternate written proposals will not be accepted.

1.5 Basis of Award

The intention of the City is to award the contract for this job to a bidder whose skill and financial resources are equal to the task of completing the work in a satisfactory manner in the time period specified by the City. The successful bidder will show proof of at least five (5) years' experience in Mowing Services – City Buildings, MDOT ROW, Parks and Misc.

Award will be made to a responsive and responsible bidder whose bid is the lowest qualified bid and determined to be in the best interest of the City and in conformance with the conditions of this invitation to bid and the Purchasing Ordinance of the City.

If discrepancies appear between the unit prices and extensions submitted, the unit price submitted for the particular pay item shall govern, and the dollar amount of the proposal adjusted accordingly.

A maximum of one award of contract will be made on a lowest qualified bid for each category described in the bid form. Bidders shall quote on all requirements of the bid document, leave no blanks, and state "No Charge" where applicable. Any Blank spaces are considered to be no offer. The City of Pontiac reserves the right to delete any item(s) from the award and reject any and all bids.

1.6 Bid Bond

A One Thousand dollar (\$ 1,000.00) certified check or bid bond, executed by a surety company, is required. The Bid Bond will be released when all bids are rejected, or the City enters a contract with the lowest qualified bidder.

1.7 Pre-Bid Meeting

No pre-bid meeting will be held.

2. **TERMS AND CONDITIONS**

2.1 Laws and Municipal Ordinances, Permits

The Bidder shall be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or equipment and materials used in the work, and all others and any decrees of bodies or tribunals having any jurisdiction or authority over the same. The Bidder shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the laws of the State of Michigan, City ordinances, as well as all other bodies having jurisdictional authority.

The Contractor shall be responsible for obtaining and paying for any and all permits that may be required for this project and shall be responsible for arranging all required inspections if needed.

2.2 Non-Discrimination

The Bidder agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act no. 220, Public Act of 1976, as amended and all other applicable federal, state and local laws and regulations. Specifically, Bidders and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

2.3 Indemnification

To the fullest extent permitted by laws and regulations, the Bidder shall indemnify and hold harmless the City and its officers, directors, employees, agents, and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from the performance of the work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss, or damage: (i) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from; or, (ii) is caused in whole or in part by any act or omission of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by laws and regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors, or employees of the City by any employee (or the survivor or personal representative of such employee) of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Bidder or any such subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts. Insurance coverage required of the Bidder constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Bidder under the terms of the contract. The Bidder shall procure and maintain at Bidder's own cost and expense any additional claims or amounts of Insurance that, in the judgment of the City, may be necessary for Bidder's proper protection in the prosecution of the work.

2.4 Jurisdictional Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful Bidder consents to the jurisdiction and venue of the courts in Oakland County, Michigan and of the United States District Court for the Eastern District, Southern Division.

2.5 Severability

The successful Bidder will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

2.6 Income Taxes

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3236, to establish reporting and withholding obligations under the City of Pontiac income tax ordinance. Contractor will require the same of all subcontractors employing labor under this contract. Contractor is required to withhold City of Pontiac income tax from wages paid to:
Pontiac resident employees regardless of where they work for the employer; and
Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns reporting and paying income tax on the net profits earned in the City.

Web page URL: http://www.pontiac.mi.us/departments/income_tax/index.php

Tax forms URL: http://www.pontiac.mi.us/departments/income_tax/tax_forms.php

2.7 Compensation and Payment

All invoices submitted against the contract must identify the work performed in detail. Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the City. Invoices must meet the following conditions for payment:

- a. Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- b. Contractor must submit price lists in accordance with bid requirements.
- c. All invoices will be original.
- d. Invoices will prominently display the requisition or purchase order number, if applicable.
- e. Invoices will be signed by the individual responsible for authorizing contract payments for the City of Pontiac.

Original invoice must be submitted to the City of Pontiac, Attn: Accounts Payable.

Payment Terms -- Net 30

2.8 General Conditions

It is the responsibility of the Bidder to review General Conditions as specified.

In the quotation, a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. White out may be grounds for rejection. All changes made to the bid form altering price, terms, quotes, and/or conditions **MUST** be crossed out and initialed. Failure to initial any changes may be grounds for rejection of your bid.

All funds must be quoted in US dollars

2.9 Quotations/Proposals

Bidders **MUST** submit an original and one copy, of the bid quotation/proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested.

2.10 Minimum Qualifications

Proposers must provide the following information:

- a. Proposals will be accepted from those firms demonstrating a minimum of five (5) years of experience providing the services requested in this RFP for projects of similar scope and size.
- b. Provide proof of financial capabilities either an audited financial statements for the last three years or Dun & Bradstreet report and the Federal Employer ID number (EIN)
- c. Attach a list of employees that would be used under this contract along with proof of the proper State of Michigan driver's licenses to operate equipment to be used under this proposal. Employees must be properly trained and qualified to operate the equipment.
- d. List description of any contracts, which have been terminated. Provide the name and telephone number of the owner of such contracts.
- e. List description of all legal proceedings, lawsuits or claims, which have been filed against your firm or your employees past or present within the last Five (5) years

2.11 Minor Deviations

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation or services rendered. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations may be grounds for rejection of your bid.

The decision of the City of Pontiac, acting through the Purchasing Agent, shall be final as to what constitutes acceptable deviations from specifications.

2.12 Bonds and Insurance

Receipt of bonds and/or insurance is part of the process of determining which bidder may be recommended for award to the City Administrator. If cause is found to change the recommendation that your company be awarded the contract, or if the City Administrator does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to City of Pontiac. The limits required below do not limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance: The Contractor shall procure and maintain said insurance during the life of this contract, for: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 2,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.

Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$2,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be ***Additional Insureds:*** The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Pontiac as additional Insured, coverage afforded is considered to be primary and any other insurance the City of Pontiac may have in effect shall be considered secondary and/or excess.

Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Risk Manager, City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342."

Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

2.13 Performance Bond

A performance bond in the amount of Fifty Thousand Dollars (\$50,000) is required and shall be delivered to the Agency when the contract is executed on the part of the contractor. A "performance bond" is executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

2.14 Payment Bond

A payment bond (labor & material bond) is not required.

2.15 Maintenance and Guarantee Bond

A maintenance and guarantee bond is not required.

2.16 Subcontracting

The City of Pontiac will not allow subcontracting for this agreement. All persons working on this project shall be employees of the Bidder as defined by law.

3. DESCRIPTION OF SERVICES

3.1. GENERAL

Bid amounts are to be expressed as a unit price on a per cut basis as specified in the Bid Proposal Form. Bid Prices are to include cost of all labor, materials, equipment, insurance and bonds necessary to comply and perform under these specifications.

Areas specified in this contract shall be mowed for a "groomed appearance" unless otherwise noted in bid form. Frequency of mowing during the growing season shall be performed to achieve the desired appearance. Frequency of mowing may be affected by plant species, growing habits, health, irrigation, and weather conditions. High visibility, high use properties shall be cut more often than parks and vacant miscellaneous property. Frequency of mowing shall range from weekly to once a month depending on property.

The quantities listed in these documents are estimates only, and quantities of work to be performed are subject to increase or decrease as determined by conditions encountered in the prosecution of the work. The City retains the right to eliminate or add mowing services to a contract based on unit costs provided by the bidder in the Bid Proposal Form.

The Contractors employees are advised that no foul language shall be used while performing city work. No horseplay will be tolerated. Deviation from these guidelines shall be considered a breach of contract.

The contractor and his employees shall comply with the most current safety standards pertaining to this type of work as published by the Michigan Department of Labor, Occupational Safety Standards Commission. This contract shall be carried out in accordance with the laws of the State of Michigan and the ordinance of the City of Pontiac.

All equipment must be safe and efficient and shall be available for inspection by the Director of Public Works or designee at any time. Equipment shall have all necessary/required safety features to prevent injury or damage people, buildings or passing cars.

SETBACKS: Unless otherwise instructed by the Director of Public Works or designee, minimum mowing setbacks shall be maintained around all waterways: approximately 10' to 20'. Mowing shall not take place in designated setbacks around waterways. Contractors may also be instructed to maintain setbacks from wooded areas or areas of infrequent use.

Undeveloped areas of parks such as heavily wooded areas with undergrowth, fields, meadows, and wetlands shall be left natural.

3.2 SCOPE OF SERVICES

MOWING

1. Machinery of rotary type and that are designed to mulch grass clippings shall be used. Contractor shall adhere to the City of Pontiac Storm Water Management Best Management Practices (BMPs): Grass clippings are to be left on the lawn and removed from paved surfaces to ensure no clippings enter waterways through runoff or through structures such as catch basins. All clumps of grass are to be worked into the lawn or removed and disposed of in a legal manner.
2. Mowers shall be set at a setting to leave grass approximately 3 ½" to 4" tall. No more than 1/3 of the total height of the grass shall be removed at one time.
3. Mower blades are to be kept sharp and changed frequently to ensure a quality cut and to prevent tearing of the grass that increases the opportunity for disease.

4. Mowing shall occur only when grass is reasonably dry to prevent clumping.
5. All mowing obstructions encountered in any area, including but not limited to drainage ditches, embankments, rocks, poles, posts, signs, fire hydrants, earthen mounds, fences, building walls, trees, shrubbery, etc. shall be hand trimmed with gas powered string trimmers to ensure a neat and finished appearance to the job (See Chemical Treatments). Care shall be taken not to damage bark on trees and shrubs or to damage any surface features.
6. Prior to cutting, all branches, paper trash, bottles, miscellaneous litter and any other man-made debris found on the property shall be collected and disposed of by the contractor at the contractor's expense.
7. All clippings or debris discharged by mowers or trimming equipment on to hard surfaced areas or pavement shall be swept off or blown back onto the property. Clippings shall not be left in roadways allowing to them to wash into catch basins.
8. Mowing and trimming of all areas included herein is anticipated, to begin approximately April 30th depending on weather conditions and the average height of the grass. Subsequent mowing shall occur at intervals indicated for each property in the Bid Proposal Form and may vary depending on periods of extreme rain or drought. Frequency of mowing is at the discretion of the Director of Public Works, or designee and variations in the schedule will be communicated to the contractor when necessary. Final mowing is anticipated to occur before October 15th. Approximately 2 to 25 cuts will be allowed for properties depending on the type of property. Mowing cycles will vary with weather variations driving frequency.
9. The contractor shall be assigned properties based on the bids received. The contractor shall be given a maximum number of cuttings that can occur during the season for those properties he is awarded and the contractor shall provide the owner with a tentative schedule.
10. The contractor shall schedule work between the hours of 7:00 a.m. and dusk, Monday through Friday. No work shall be completed on Sunday or Holidays. Saturday work shall only occur with prior approval from the Director of Public Works, or designee.
11. Mowing and trimming will proceed with due diligence. Each mowing cycle shall be completed in an uninterrupted manner, except for delays caused by inclement weather, until the entire property is completed.

12. Extreme care shall be exercised when mowing around people or vehicles. Damage or accidents that may occur involving bystanders, vehicles, the contractor's employees or equipment shall be reported to the Director of Public Works, or designee immediately and shall be the responsibility of the contractor.

FERTILIZATIONS/PEST AND WEEDS/CHEMICAL CONTROL

1. The contractor shall report any pest or weed infestations to the Director of Public Works, or designee immediately.
2. Fertilization, pest and weed control is not part of this contract and will be performed by others. The contractor will not engage in such work on city property unless authorized by the Director of Public Works, or designee.
3. In order to reduce the large amount of hand trimming to be performed application of chemical treatments (soil sterilants) shall be permitted. Treated areas shall be kept to minimum widths and only to such distances to allow use of rotary type equipment. The following mowing obstructions may be chemically treated:
 - a. Fence lines, posts, poles, signs, and fire hydrants.

Note: All spray application costs are to be included as part of the contractors unit price proposal and are not to be provided as separate bid prices.

4. Per City of Pontiac Storm Water Management Best Management Practices (BMPs) no chemicals shall be used within mowing setback areas or within twenty-five feet of a lake, stream, river or wetland.
5. Per City of Pontiac Storm Water Management BMPs only applicators certified by the State of Michigan Department of Agricultural & Rural Development (MDARD) shall apply chemicals under this contract. Prior to the start of the contract, the contractor shall submit to the Director of Public Works, copies of his MDARD Applicator licenses and certifications for all of his employees who will be applying chemicals. Prior to applying the chemical the Contractor shall provide written documentation of the type of chemicals on the appropriate MDARD application form and provide it to the Director of Public Works at least ten (10) days prior to the application. The contractor may subcontract for this work, however, should the contractor choose to subcontract, the contractor must notify the Director of Public Works at least ten (10) days in advance of any spray application. Similarly, the contractor shall also provide at least ten (10) days advance notice of any chemical application that he will be applying including the appropriate MDARD application form.

6. All chemical applications shall be made according to label directions and in strict conformance to all applicable State and Federal laws regulating the same contractor shall not dispose of any excess chemical mixes on city property or clean his spray equipment on city grounds. When applying chemicals, extreme care must be exercised to avoid contamination of other desirable vegetation and to prevent leaching. The contractor must ensure that climatic conditions are appropriate for applying any chemical treatments. Only chemicals registered for the intended use and proven safe to apply under the drip zone of shade and ornamental trees shall be permitted. No restricted use pesticides shall be allowed.

SCHEDULE/INVOICING

1. The contractor shall provide a tentative schedule of when they plan to address awarded properties.
2. The contractor shall invoice monthly and shall submit an invoice in the format approved by the Director of Public Works. Invoice shall have location and dates cut with total price for each month for each property.

LOCATION MAPS

Supplementary Maps will be provided to bidders and are intended to provide location of property only. These maps are not intended to provide boundaries of areas to be mowed. The contractor is required to inspect the site to determine exact area that requires mowing. Square footages provided in the proposal form are approximate. The contractor is required to verify the square footages of each site before bidding. The Director of Public Works, or designee, shall inspect the first cutting to determine if the contractor is addressing all the areas required. The Contractor may be asked to extend or reduce the boundaries at no change in contract price. The extension or reduction will be minimal. Maps will be available on the City's website in PDF format. Maps will be available for downloading for printing purposes. Maps for viewing only will be available at 47450 Woodward Ave, Pontiac, Michigan 48473, in the Public Works Office during City Hall business hours.

3.3 NON-ASSIGNMENT OR TRANSFER

The service provided for under the Contract shall not be sub-contracted, assigned or transferred by the Contractor without prior written consent of the City.

3.4 CITY RULES

Employees of Contractor shall comply with all instructions, and building regulations issued by representative of the City of Pontiac.

3.5 TERM OF CONTRACT

The Contract expires December 31, 2017. There will be an option for extension of the contract for year two and three. The City of Pontiac would inform the contractor a minimum of 30 days prior to expiration to enact optional years two and or three. The City has the right to break the agreement with 30 days written notice.

3.6 PROGRESS PAYMENTS/RETAINAGE

This contract is not subject to progress payments or retainage.

THIS ENDS THE ABOVE SECTION
FOLLOWING PAGES ARE BID PROPOSAL FORMS AND SAMPLE CONTRACT

FORM OF PROPOSAL

To: City of Pontiac, Michigan _____, 2017

To All Here Present:

Having carefully examined the bid for the proposed work, and being fully informed in regard to the conditions to be met in the prosecution and completion of the work, and having read and examined the Instructions to Bidders, Agreement, Bonds, General Conditions, Plans and Specifications pertaining to this work and agreeing to be bound accordingly, the undersigned proposes to furnish all the materials, labor, and other equipment as necessary in full accordance with and conformity to the plans and specifications for this work now on file in the office of the City's at and for the following named prices, to wit:

NOTE: This proposal is solicited on a unit price or lump sum for work actually completed.

THIS BID PROPOSAL MUST BE SUBMITTED BACK TO THE CITY OF PONTIAC IN ITS ENTIRETY AS PART OF THE CONTRACTORS BID SUBMISSION. MAKE SURE THAT ALL PAGES ARE COMPLETELY FILLED OUT AND THAT ALL INFORMATION REQUESTED IS COMPLETE. FAILURE TO DO SO MAY BE CAUSE TO REJECT YOUR BID PROPOSAL. IF A BID IS NOT BEING SUBMITTED FOR A PARTICULAR AREA OF WORK, PLEASE MARK "NO BID" IN THE APPROPRIATE SPACE.

BIDDER ACKNOWLEDGES RECEIPT OF ANY ADDENDUM: (if issued)

ADDENDUM NO: _____ Dated: _____

This bid form is based on a lump sum price basis for groups of properties of like nature as indicated in this bid form. Prices may be submitted for one or as many grouped properties as desired. Properties have been grouped in the following categories and each group of properties will be awarded to the lowest responsive and responsible bidder. Prices for individual properties may be requested for selected properties.

- A. CITY OWNED FACILITIES
- B. I-75 BUSINESS LOOP/WOODWARD PROPERTIES
- C. M-59 BUSINESS LOOP PROPERTIES
- D. PARKS LARGER THAN 5 ACRES
- E. PARKS UNDER 5 ACRES
- F. MAJOR STREET
- G. LOCAL STREET
- H. MISCELLANEOUS PROPERTIES

City of Pontiac 2017 Mowing Services Bid Form City Facilities, MDOT ROW, Parks and Miscellaneous										
Map ID No.	Site Name	Category	Max. Number of Mows	Approx. Sq. Ft.	May 1 to October 15, 2017 Price per Mow	Total Price per Site for 2017	May 1 to October 15, 2018 Price per Mow	Total Price per Site for 2018	May 1 to October 15, 2019 Price per Mow	Total Price per Site for 2019
12	Bowling Center	City Owned Facility	20	27,700	\$	\$	\$	\$	\$	\$
14	State Center Complex City Hall/Police Station/Credit Union	City Owned Facility	30	157,400	\$	\$	\$	\$	\$	\$
18	City of Pontiac	NOT INCLUDED IN CONTRACT								
21	Stanton Court	City Owned Facility	20	23,600	\$	\$	\$	\$	\$	\$
23	Peterson Center	City Owned Facility	20	10,500	\$	\$	\$	\$	\$	\$
			TOTAL COST per MOW							
		A.								
67	Woodward Middle	1-75 Business Loop/Woodward Properties	15	99,500	\$	\$	\$	\$	\$	\$
35	MDOT	1-75 Business Loop/Woodward Properties	15	102,500	\$	\$	\$	\$	\$	\$
			TOTAL COST per MOW							
		B.								
37	MDOT ROW	M-25 Business Loop/Properties	15	571,000						
			TOTAL COST per MOW							
		C.								

City of Pontiac 2017 Mowing Services Bid Form City Facilities, MDOT ROW, Parks and Miscellaneous										
Map ID No.	Site Name	Category	Max. Number of Mows	Approx. Sq. Ft.	May 1 to October 15, 2017 Price per Mow	Total Price per Site for 2017	May 1 to October 15, 2018 Price per Mow	Total Price per Site for 2018	May 1 to October 15, 2019 Price per Mow	Total Price per Site for 2019
1	Arden Perry Park/Hardside	Park Larger than 3 Acres	16	1,500,000	\$	\$	\$	\$	\$	\$
7	Beaumont Park	Park Larger than 3 Acres	16	1,451,000	\$	\$	\$	\$	\$	\$
13	Cherry Hill Park	Park Larger than 3 Acres	16	1,256,900	\$	\$	\$	\$	\$	\$
26	Galloway Lake Park	Park Larger than 3 Acres	16	1,072,900	\$	\$	\$	\$	\$	\$
30	Hawthorne Park	Park Larger than 3 Acres	16	1,143,000	\$	\$	\$	\$	\$	\$
35	Joyce Park	Park Larger than 3 Acres	16	1,223,000	\$	\$	\$	\$	\$	\$
44	Murphy Park	Park Larger than 3 Acres	16	1,992,000	\$	\$	\$	\$	\$	\$
45	North Kinross Park	Park Larger than 3 Acres	16	574,400	\$	\$	\$	\$	\$	\$
47	Oakland Park	Park Larger than 3 Acres	16	652,000	\$	\$	\$	\$	\$	\$
52	Richardson Park	Park Larger than 3 Acres	16	1,601,500	\$	\$	\$	\$	\$	\$
56	Stony Park/Wayne Jones Community	NOT INCLUDED IN CONTRACT								
60	South Kinross Park	Park Larger than 3 Acres	16	233,700	\$	\$	\$	\$	\$	\$
63	Tony Lake Park (LakeSide Park)	Park Larger than 3 Acres	16	262,000	\$	\$	\$	\$	\$	\$
		D.	TOTAL COST per MOW							

City of Portait										
2017 Mowing Services Bid Form										
City Facilities, MDOT ROW, Parks and Miscellaneous										
Map ID No.	Site Name	Category	Max. Number of Mows	Approx. Sq. Ft.	May 1 to October 15, 2017 Price per Mow	Total Price per Site for 2017	May 1 to October 15, 2018 Price per Mow	Total Price per Site for 2018	May 1 to October 15, 2019 Price per Mow	Total Price per Site for 2019
2	Angie McElrath Park	Parks Under 5 Acres	16	10,530	\$	\$	\$	\$	\$	\$
4	Art Hebban Team Lot	Parks Under 5 Acres	16	15,750	\$	\$	\$	\$	\$	\$
6	Baldwin School Park	Parks Under 5 Acres	16	125,500	\$	\$	\$	\$	\$	\$
23	Beane Street Field	Parks Under 5 Acres	16	59,200	\$	\$	\$	\$	\$	\$
29	Horizon Park	Parks Under 5 Acres	16	59,700	\$	\$	\$	\$	\$	\$
41	Marmontin Playlot	Parks Under 5 Acres	16	42,900	\$	\$	\$	\$	\$	\$
45	Neighborhood Park	Parks Under 5 Acres	16	67,800	\$	\$	\$	\$	\$	\$
11	Parkway Street Park	Parks Under 5 Acres	16	5,300	\$	\$	\$	\$	\$	\$
		E.	TOTAL COST per MOW							

City of Pontiac
2017 Mowing Services Bid Form
Major and Local Street Medians & Right-of-Way

Map ID No.	Site Name	Category	Max. Number of Mows	Approx. Sq.Ft.	May 1 to October 15, 2017 Price per Mow	Total Price per Site for 2017	May 1 to October 15, 2018 Price per Mow	Total Price per Site for 2018	May 1 to October 15, 2019 Price per Mow	Total Price per Site for 2019
5	Bagley Ave. Greenbelt	Major Street	Cut every 10 to 14 days	650,350	\$	\$	\$	\$	\$	\$
17	Columbia Median	Major Street	Cut every 10 to 14 days	37,400	\$	\$	\$	\$	\$	\$
10	Beverly Median & ROW	Major Street	Cut every 10 to 14 days	23,800	\$	\$	\$	\$	\$	\$
31	Highwood Median & ROW	Major Street	Cut every 10 to 14 days	13,500	\$	\$	\$	\$	\$	\$
22	Elizabeth Lake Road Median	Major Street	Cut every 10 to 14 days	92,700	\$	\$	\$	\$	\$	\$
27	Glenwood Median	Major Street	Cut every 10 to 14 days	80,100	\$	\$	\$	\$	\$	\$
49	Orchard Lake Median & ROW/Ottawa Traffic Island	Major Street	Cut every 10 to 14 days	517,700	\$	\$	\$	\$	\$	\$
40	ML King Blvd	Major Street	Cut every 10 to 14 days	291,000	\$	\$	\$	\$	\$	\$
59	South Blvd Drive Median	Major Street	Cut every 10 to 14 days	10,500	\$	\$	\$	\$	\$	\$
64	Telegraph Median & ROW (north)	Major Street	Cut every 10 to 14 days	107,000	\$	\$	\$	\$	\$	\$
66	University Dr. Traffic Island	Major Street	Cut every 10 to 14 days	5,900	\$	\$	\$	\$	\$	\$
			F.	TOTAL COST Per MOW	\$	\$	\$	\$	\$	\$

City of Pontiac 2017 Mowing Services Bid Form Major and Local Street Medians & Right-of-Way										
Map ID No.	Site Name	Locality	Max. Number of Mows	Approx. Sq. Ft.	May 1 to October 15, 2017 Price per Mow	Total Price per Site for 2017	May 1 to October 15, 2018 Price per Mow	Total Price per Site for 2018	May 1 to October 15, 2019 Price per Mow	Total Price per Site for 2019
33	Kenneth Baldwin Triangle	Local Street	Cut every 10 to 14 days	3,100	\$	\$	\$	\$	\$	\$
41	Severy Traffic Island	Local Street	Cut every 10 to 14 days	3,000	\$	\$	\$	\$	\$	\$
45	Connet Traffic Island	Local Street	Cut every 10 to 14 days	2,500	\$	\$	\$	\$	\$	\$
25	Farmhouse Traffic Island	Local Street	Cut every 10 to 14 days	3,000	\$	\$	\$	\$	\$	\$
28	Seatonmore Traffic Island	Local Street	Cut every 10 to 14 days	4,000	\$	\$	\$	\$	\$	\$
36	Longfellow Traffic Island	Local Street	Cut every 10 to 14 days	3,300	\$	\$	\$	\$	\$	\$
9	Berkley Traffic Island	Local Street	Cut every 10 to 14 days	3,700	\$	\$	\$	\$	\$	\$
8	Berkley Traffic Island	Local Street	Cut every 10 to 14 days	3,000	\$	\$	\$	\$	\$	\$
34	Reedman Traffic Triangle	Local Street	Cut every 10 to 14 days	12,400	\$	\$	\$	\$	\$	\$
31	Park Plaza Median	Local Street	Cut every 10 to 14 days	15,100	\$	\$	\$	\$	\$	\$
37	Refuge Traffic Island	Local Street	Cut every 10 to 14 days	3,400	\$	\$	\$	\$	\$	\$
42	Morison/Stanley Triangle	Local Street	Cut every 10 to 14 days	4,200	\$	\$	\$	\$	\$	\$
34	Judy/Park Triangle	Local Street	Cut every 10 to 14 days	12,100	\$	\$	\$	\$	\$	\$
30	Quail Traffic Island	Local Street	Cut every 10 to 14 days	4,400	\$	\$	\$	\$	\$	\$
34	Pennsylvania Overpass	Local Street	Cut every 10 to 14 days	12,000	\$	\$	\$	\$	\$	\$
			G.	TOTAL COST Per MOW	\$	\$	\$	\$	\$	\$

City of Pontiac 2017 Mowing Services Bid Form City Facilities, MDOT ROW, Parks and Miscellaneous										
Map ID No.	Site Name	Category	Max. Number of Mows	Approx. Sq. Ft.	May 1 to October 15, 2017 Price per Mow	Total Price per Site for 2017	May 1 to October 15, 2018 Price per Mow	Total Price per Site for 2018	May 1 to October 15, 2019 Price per Mow	Total Price per Site for 2019
15	Colbertlandfill	Miscellaneous	2	5,866,900	\$	\$	\$	\$	\$	\$
15	Climax River Trail	Miscellaneous	4	199,300	\$	\$	\$	\$	\$	\$
		H	TOTAL COST per MOW							

The following unit price form to be completed for additional or the deletion of work in accordance with the specifications:

Addition or Deletion	Unit	2017 Price	2018 price	2019 Price
Mowing Services (including trimming)	Half Acre	\$ _____	\$ _____	\$ _____
Edging Services	Lin. Foot	\$ _____	\$ _____	\$ _____

CATEGORY	TOTAL PRICE FOR ALL SITES IN EACH CATEGORY 2017	TOTAL PRICE FOR ALL SITES IN EACH CATEGORY 2018	TOTAL PRICE FOR ALL SITES IN EACH CATEGORY 2019	TOTAL PRICE FOR ALL SITES FOR ALL THREE YEARS
A. City Owned Facility	\$ _____	\$ _____	\$ _____	\$ _____
B. I-75 Business Loop/Woodward Properties	\$ _____	\$ _____	\$ _____	\$ _____
C. M-59 Business Loop/Properties	\$ _____	\$ _____	\$ _____	\$ _____
D. Parks Larger than 5 Acres	\$ _____	\$ _____	\$ _____	\$ _____
E. Parks Under 5 Acres	\$ _____	\$ _____	\$ _____	\$ _____
F. Major Street	\$ _____	\$ _____	\$ _____	\$ _____
G. Local Street	\$ _____	\$ _____	\$ _____	\$ _____
H. Miscellaneous	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL ALL CATEGORIES	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL PRICE FOR ALL THREE YEARS FOR ALL CATEGORIES INCLUDED IN BID				\$ _____
				(in words)

List of Equipment Intended to Perform Scope of Work

Related Project Experience:

Provide descriptions of current and completed projects your firm has performed that are similar to this project in size, scope and complexity. Information for these projects, limited to the last five (5) years:

1) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

2) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

3) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

If you require more room, please submit information on another sheet.

CITY OF PONTIAC - BID PROPOSAL

I, the undersigned, propose to provide services proposed in this contract as per specifications supplied by the City of Pontiac. No contract is active until a purchase order is issued to the successful bidder.

I further propose to deliver the above-described services for the City of Pontiac in first class operating manner in accordance with all specifications contained herein subject to purchaser's inspection of services performed.

I attest that the bid includes all information necessary for the City of Pontiac to accept bid.

Company Name: _____

Address: _____

Representative Signature: _____

Print Name: _____

Title: _____

Office # _____ Cell # _____

FAX# _____

Federal Tax Identification Number: _____

Date: _____

CONTRACT FOR [TYPE OF SERVICE]

1) Parties. The parties to this contract are the City of Pontiac, Michigan hereinafter referred to as the "City", and [NAME OF CONTRACTOR] hereinafter called the "Contractor".

2) Purpose. The purpose of this contract is for the City to engage the Contractor to provide [TYPE OF SERVICE] to the City (see Scope of Services below).

3) Scope of Services. The Contractor will provide all labor, materials, supplies, equipment and supervision to perform [TYPE OF SERVICE] in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.

4) General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in the Scope of Services (see Exhibit "A" below) and Additional Terms and Conditions (see Exhibit "B" below).

5) Consideration. As consideration for the performance of the services referenced in the Scope of Services (see Exhibits "A" & "B" below), the City agrees to compensate the Contractor as follows:

[INSERT PAYMENT TERMS PER CONTRACT]

6) Period of Performance. This contract will become effective for the period beginning [TIME PERIOD], with [ANY RENEWAL OPTIONS] upon the approval and signature of the parties hereto.

7) Method of Payment. Contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice.

8) Applicable Law. This contract shall be governed by and construed in accordance with the laws of the City of Pontiac, State of Michigan and applicable federal laws.

9) Compliance with Laws. The Contractor understands that the City is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Michigan, and City of Pontiac laws and regulations, as now existing and as may be amended or modified.

The Contractor is responsible for instructing and training their employees in appropriate safety measures. Employees will be responsible for maintaining a safe work environment while completing their tasks.

- a) The Contractor shall comply with the Michigan Right to Know Law (Amendments to Act 154), which requires that all employers within the State comply with federal Hazard Communications Standards (C.F.R. 1910.1200) and certain additional guidelines as of February 25, 1987. These Standards specify that employers develop a written hazard communication program, which is to be made available for workers or their designated representatives.
- b) The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act
- c) The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.

10) Requirements contract. During the period of the contract, the Contractor shall provide all the services described in the contract. The Contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the Contractor if no services are required.

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor shall provide [TYPE OF SERVICE].

Except as otherwise provided herein, Contractor shall furnish all labor, supervision and services necessary to properly execute and complete the work.

[INSERT SPECIFICS OF RFP HERE]

EXHIBIT "B"

ADDITIONAL TERMS AND CONDITIONS

- 1) Attorneys' fees and expenses. Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligation under this contract, the Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the City in enforcing this contract or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the City be obligated to pay any attorneys' fees or costs of legal action to the Contractor.
- 2) Authority to contract. The Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this contract; (b) that it is qualified to do business and in good standing in the State of Michigan; (c) that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this contract.
- 3) Confidential Information. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the City shall result in the immediate termination of this contract.
- 4) Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that the City of Pontiac is a public City of the State of Michigan and is subject to the laws regarding confidentiality. If a public records request is made for any information provided to the City pursuant to the contract, the City shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the contract shall be liable to the other party for disclosures of information required by court order or required by law.
- 5) Contractor personnel. The City shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the City reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor. Contractor personnel are subject to background checks by the Oakland County Sheriff Department and shall comply with all requirements as outlined in the Request for Quote.

- 6) Insurance. The Contractor shall not commence work under this contract until it has obtained the required insurance under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with carriers acceptable to the City of Pontiac:
- a) Workers' Compensation Insurance. The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee.
 - b) Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit. Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
 - c) Motor Vehicle Liability. The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$2,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d) Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers.
 - e) Cancellation Notice: All policies described above shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City Administrator for the City of Pontiac.
 - f) Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time the contracts are returned for execution, certificates for all coverage listed above.
 - g) Expiration of Policies: If any of the above coverage lapses during term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Pontiac at least ten (10) days prior to the expiration date.

- h) Indemnification: To the extent permitted by law, the towing Contractor shall indemnify and hold the City harmless of and from all claims, losses, liability, demands, costs, loss of service, expense, and compensation on account of or in any way growing out of any damage, including, but not limited to, bodily injury or property damage which may result from the towing Contractor's towing services. In addition, the towing Contractor shall cover all costs incurred by the City in defense of any litigation covered under this letter of contract, including attorney fees and court costs.
- i) Insurance companies, named Insureds and policy forms shall be subject to the approval of the Pontiac Department of Public Works. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions, which reduce coverage provided to the City of Pontiac. Contractor shall be responsible to the City of Pontiac or Insurance companies insuring the City of Pontiac for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Pontiac Finance Department with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Finance Department.
- j) No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Finance Department. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Finance Department with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Pontiac Finance Department, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.
- 7) Ineligibility and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently ineligible, suspended, proposed for ineligibility, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the City or any political subdivision of the City or the State of Michigan; (b) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this

certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

8) Disclosure of confidential information. In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this contract.

9) Exceptions to confidential information. The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party's prior written consent.

10) Default. If the Contractor:

- a) Fails to supply complete labor and supervision in sufficient time and quantity to meet the City's progress schedule, as it may be modified;
- b) Causes stoppage or delay of, or interference with, the project;
- c) Fails to promptly pay its employees for work on the project;
- d) Fails to pay worker's compensation or other employee benefits, withholding or any other taxes;
- e) Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;
- f) Makes unauthorized changes in supervisory personnel;
- g) Fails in performance or observance of any of the provisions of the contract;
- h) Files a voluntary petition in bankruptcy or is adjudicated insolvent;

- i) Obtains an order for relief under Section 301 of the Bankruptcy Code;
- j) Files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;
- k) Or seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property;
- l) Makes an assignment for the benefit of creditors; or
- m) Makes an admission, in writing, of its inability to pay its debts as they became due;

Then City, after giving Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

- a) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
- b) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder;
 - i) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and
 - ii) Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

11) Failure to enforce. Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to

enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

- 12) Final payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the City a release of all claims against the City arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the City's claims against the Contractor under this contract.
- 13) Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the contract.
- 14) Indemnification. To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the City's concurrence, which the City shall not unreasonably withhold.
- 15) Independent contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City,

the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates, or shall be deemed to create, a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City or the State of Michigan. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the City and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including worker's compensation, normally provided by the City for its employees.

16) No limitation of liability. Nothing in this contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.

17) Notices. All notices required or permitted to be given under this contract shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the Pontiac City Clerk's Office to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: [INSERT ADDRESS]

For the City: [INSERT ADDRESS AND DEPARTMENT]

18) Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the City and agreed to by the Contractor.

19) Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the

Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.

20) Priority. The contract consists of this contract with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this contract with exhibits and, if still unresolved, by reference to the bid. Omission of any term or obligation from this contract shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

21) Quality control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

22) Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three years after final payment is made under this contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.

23) Recovery of money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.

24) Right to audit. The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent

three-year period for examination, transcription, and audit by the Michigan Office of the State Auditor, its designees, or other authorized bodies.

25) Right to inspect facility. The City may, at reasonable times, inspect the place of business of the Contractor or any subcontractor, which is related to the performance of any contract awarded by the City.

26) Severability. If any part of this contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

27) City property. The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.

28) Termination for convenience clause.

- a) The City reserves the absolute right to terminate the contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Contractor. The City has the right, upon its sole discretion only, to terminate the contract with cause by giving notice to the Contractor of such termination, specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination, and the Contract shall terminate in all respects as if such date were the date originally given for the expiration of the Contract.
- b) The Contractor shall be liable to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and any costs the City might incur enforcing or attempting to enforce the Contract, and the City may pursue legal remedies in the collection of fees to compensate for the damages sustained by the City.
- c) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State of Michigan. The Contractor

shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

29) Termination for default clause.

- a) Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
- c) Compensation. Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- d) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State of Michigan and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet

the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).

- e) **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience by the City, be the same as if the notice of termination had been issued pursuant to such clause.
 - f) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- 30) **Termination upon bankruptcy.** This contract may be terminated in whole or in part by the City upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
- 31) **Third party action notification.** The Contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this contract.
- 32) **Unsatisfactory work.** If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City of Pontiac, the Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.
- 33) **Waiver.** No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder

or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

34) Taxes and Contributions. The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:

a) Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.

Web page URL: http://www.pontiac.mi.us/departments/income_tax/index.php

Tax forms URL: http://www.pontiac.mi.us/departments/income_tax/tax_forms.php

b) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed or engaged in the work to be performed and furnished under this contract.

c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of this work or the acquisition, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.

d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.

35) Bonds. The Contractor is required to execute bonds, with sureties acceptable to the City, as identified in the specifications, all of which are incorporated into this agreement.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

[CONTRACTOR]

DATE

Sign: _____

Print: _____

Title: _____

City of Pontiac

DATE

Sign: _____

Print: _____

Title: _____

REFERRAL/RECOMMENDATION FORM

DATE: May 9, 2017

TO: Jane Bais-DiSessa, Deputy Mayor

FROM: Michelle L. McKenzie, Purchasing Agent

THE ATTACHED DOCUMENTS ARE BEING REFERRED FOR THE FOLLOWING REASONS:

☐ City Council ☒ Bid Approval ☐ Budget Approval ☐ Cancelled ☐ Other

Bid Analysis and Recommendation for _____

The following bid is attached:

Mowing Services-Mini Parks and Vacant City Lots

This copy does not include the equipment specifications or Oakland County forms.

You Recommendations of a bidder are to be located in the space provided in the "Remarks" section on the next page of this form. Do not submit your recommendation on any other.

RFP: Mowing Services-Mini Parks and Vacant City Lots

REMARKS: After a competitive process and a public bid opening, it is recommended

that Elam Service Group be awarded the Mowing Services for
Mini Parks and Vacant Lots bid.

Your recommendation is to be based on the bid specification and content of bid. If the lowest bidder or bidders do not meet the specifications then list the major deviations for each.

Rejections must be based on actual exceptions to specifications, or on other details included in the bid documents.

Legal questions or concerns should be included in the analysis. If necessary, the Purchasing Division may request a legal opinion.

Recommendations for bids over \$10,000.00 must be approved by the Finance Director, the Purchasing Agent or an approved person as noted on the "City of Pontiac Authorized Signature Record."

Contractor has met the requirements of the Request For Proposal Bid Documents.
The above named firm has also provided references of the companies where they have performed similar work.
They have the experience and equipment necessary to perform the duties of the RFP.
I have included my advertising list and listing of vendors notified on MITN.
I have included a bid tabulation showing all the bidders and their prices.


Signature of Purchasing Agent:

Michelle McKenzie
 Date: 5/9/17

Signature of Deputy Mayor:

J. B. R. f
 Date: 5.5.17

☒ LARA ☒ DLEG ☒ SAM ☒ Income Tax ☒ Property Tax ☒ City A/P
☒ MITN ☒ Website ☒ Bid Tab ☒ Advertising List ☒ RFP

**LARA**
Department of Licensing and Regulatory Affairs

MICHIGAN.GOV
Michigan's
Official
Web Site

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Bureau of Professional Licensing / Corporations, Securities & Commercial Licensing Bureau

VERIFY A LICENSE/REGISTRATION

Name	DBA Name	License Type	License Nbr	Address	Status	Enforcement Action
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Elam
Service
Group

LARA



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CORPORATIONS DIVISION BUSINESS ENTITY SEARCH RESULTS

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Elam
SRVC
Group

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Search Results

Advanced Search Results

Your search returned the following results...		
Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.		
Entity	ELAM CORPORATION OF OTSEGO COUNTY View Details	
DUNS:	Address: 990 N CENTER AVE	Status: Inactive
065855900	City: GAYLORD	Has Active Exclusion?: No
CAGE Code:	State: MI	Delinquent Federal Debt?: No
3QVL6	ZIP Code: 49735-9375	Expiration Date: 06/06/2008
DoDAAC:	Country: UNITED STATES	Purpose of Registration: All
		Awards

Glossary

Search Results

Entity

Exclusion



IBM v1.P.64.20170330-1550

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FAPIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

Not
Elam
Service
Group

SAM

Michelle McKenzie

From: Michelle McKenzie
Sent: Tuesday, May 9, 2017 11:49 AM
To: Larry A. Kosofsky
Subject: Please investigate Elam Service Group
Attachments: Contractor Info Mowing Mini Parks ELAM SRVC GROUP.pdf

Larry,

I am working on the Mowing Services for Mini Parks and Vacant City Lots.

See attached information for ELAM SERVICE GROUP.

Please investigate ELAM SERVICE GROUP for tax conformity.

Let me know,

Michelle L. McKenzie
Purchasing Agent/Fiscal Analyst
City of Pontiac
MMcKenzie@pontiac.mi.us
Direct Dial (248) 758-3120
Fax (248) 758-3197

income
tax

Search Results for "Elam Service Group" using the Name Search in Assessing, Building Department, and Tax

Mini

Not finding what you are looking for? Try refining your search to narrow your results or changing your search type.

Sort By: Name | Display Style: List View Want more search result detail? Click to the left to change your Display Style

Records Per Page: 15

1			Displaying items 0 - 0 of 0
Name	Reference #	Address	
No records to display.			
1			Displaying items 0 - 0 of 0

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Property
Tax

Vendor Activity For Vendor Code '00000284' - ELAM SERVICE GROUP

Start Post Date: 05/09/2016

End Post Date: 05/09/2017

View Report...

Invoice Date	1099	Amount	Reference #	Invoice #	Description
05/23/2016	Yes	2300.00	225095	52616	MOWING/WEED TRIMMING/CLEANUP 5/23/16 Park & Rec. 415
06/20/2016	Yes	1300.00	225403	62016	MOWING
07/11/2016	Yes	1165.00	225631	71116	MOWING - June 7 thru June 30, 2016 - various locations
07/26/2016	Yes	365.00	225892	72616 FY16	MOWING - JUNE 28, 2016
07/26/2016	Yes	1215.00	225893	72616 FY17	MOWING - JULY 11, 2016 THRU JULY 20, 2016
08/16/2016	Yes	885.00	226261	81616	MOWING - 8/3/16 thru 8/5/16 right away vacant lots
08/23/2016	Yes	2710.00	226361	082316	MOWING/CLEANUP 8/9/16 THRU 8/18/16
09/07/2016	Yes	1070.00	226703	9716	MOWING/CLEANUP 8/27-16 THRU 9/6/16
08/30/2016	Yes	1395.00	226704	83016	MOWING/CLEANUP 8/22/16 thru 8/27/16
09/19/2016	Yes	990.00	226803	91916	MOWING/CLEANUP 9/13/16, 9/14/16
09/27/2016	Yes	1355.00	226995	92716	MOWING/CLEANUP 9/20/16 THRU 9/23/16
10/18/2016	Yes	1565.00	227453	101816	MOWING/CLEANUP 10/11/16 thru 10/17/16
11/02/2016	Yes	540.00	227647	11-2-16	MOWING/CLEANUP 10/21/16 thru 10/31/16
11/15/2016	Yes	625.00	227804	111516	MOWING/CLEANUP 11/10/16
Number of Invoices: 14					Total Invoices Amount: 17480.00

Check #	Check Date	Amount	Check Type	1099	Description
CONS 515502	06/10/2016	2300.00	Paper Check	No	
CONS 516524	06/30/2016	1300.00	Paper Check	No	
CONS 516709	07/14/2016	1165.00	Paper Check	No	
CONS 516796	07/29/2016	1580.00	Paper Check	No	
CONS 516944	08/18/2016	885.00	Paper Check	No	
CONS 517022	08/25/2016	2710.00	Paper Check	No	
CONS 517141	09/15/2016	2465.00	Paper Check	No	
CONS 517226	09/22/2016	990.00	Paper Check	No	
CONS 517295	10/06/2016	1355.00	Paper Check	No	
CONS 517491	11/03/2016	1565.00	Paper Check	No	
CONS 517542	11/10/2016	540.00	Paper Check	No	
CONS 517643	11/23/2016	625.00	Paper Check	No	
Number of Checks: 12					Total Checks Amount: 17480.00

Sending Messages to Vendors for ITB-Mowing Mini Parks and Vacant Lots

Please do not leave your computer until all functions show "process complete" below. If any errors should occur, please print this page and fax it to IPT by BidNet at (800) 721-6985. Then call the Technical Support Department at (800) 835-4603 to ensure your fax was received and that any remaining messages will be sent.

Count of Documents Uploaded: 1

Updating Database:

Sending E-mail Messages: Started 4/28/2017 4:34:55 PM

1st Class Property Maintenance (DBA Pruning Pros)	kevin@pruningpros.com	Successful
A1 Utility Contractor, Inc.	troyfrynsf@netscape.net	Successful
ABS Landscape Management	abslandscapamgt1@gmail.com	Successful
Absolute Landscaping	absolutejs@aol.com	Successful
Ace of Blades Landscaping LLC	aceofbladeslandscapingllc@gmail.com	Successful
ADVANCED SUPPLY CO.	MALONEYCARA@YAHOO.COM	Successful
Advanced Tree Care Service, Inc.	john@atcs.biz	Successful
Ahern Contracting Inc.	aherncontracting@yahoo.com	Successful
AJS Maintenance & Services	ajsmaintenance@gmail.com	Successful
All Prop LLC	matt@goallprop.com	Successful
All Seasons Snow Removal & Lawn Care LLC	allseasonslawnicareandsnowplow@gmail.com	Successful
All State Tree & Lawn, Inc.	allstatetree@yahoo.com	Successful
American Dream Landscaping	americandream_lawn@yahoo.com	Successful
Anglin Civil	josh@anglincivil.com	Successful
ArborMedix	mark.bailler@Brightview.com	Successful
Arclife Services	ddmaintenance@comcast.net	Successful
ARTISTIC LANDSCAPING	RYAN.SMITH48@YAHOO.COM	Successful
ASHTON CONTRACTING	angrybearlawn.com@yahoo.com	Successful
ASW	anthony@aswlawn.com	Successful
Austin Morgan Companies, LLC	info@austinmorgan.com	Successful
B & B Landscaping	bblandscaping1@yahoo.com	Successful
B & J Parking Lot Maintenance, Inc.	bandjsweep@gmail.com	Successful
B.M.A services llc	provincjohnny@yahoo.com	Successful
Backer Landscaping, Inc.	cmelchior@backerlandscaping.com	Successful
Basin Tree Service & Pest Control	chris.testa@unitedrightofway.com	Successful
Beverly's Janitorial & Maid Services, Inc.	bvmood@att.net	Successful
BLL LANDSCAPING	b9e3n4nte1@aol.com	Successful
BnB Maintenance Inc	bnbmaintenance@comcast.net	Successful
Bob's Landscape	bobslandscape@msn.com	Successful
Boon Development, LLC dba Sed Solutions	sod_solutions@yahoo.com	Successful
Bouillon Sales Inc.	mike@bouillonsales.com	Successful
Branch Tree Service, Inc.	grfee@branchtree.com	Successful
Brentley Development	Brentley_Development@yahoo.com	Successful
Breen's Landscape & Supply Center	rob@breenslandscape.com	Successful
Brien's Services, Inc.	brien@briensservices.com	Successful
Bright Horizon Services Inc	Brighthorizonservices@yahoo.com	Successful
BrightView Landscapes LLC	christopher.null@brightview.com	Successful
Brooks Striping, Inc.	st-brooks@comcast.net	Successful

Brooks Tree Service & Forest Products Inc.	bagrosley@aol.com	Successful
C And W Associates, Inc.	info@sparklejanl.com	Successful
C&E Pipeline Services	elijah.white@caplpellne.com	Successful
C-Mark Services, Inc	cmarkservices@hotmail.com	Successful
C.L Simpson Outdoor Service	Simpsonoutdoorservice1993@yahoo.com	Successful
Cadillac Janitorial Inc	mkouwinga@gmail.com	Successful
Canopy Landscapes	info@canopylandscapes.com	Successful
Capital Resource Management, Inc.	laura@crmcollcol.com	Successful
Capozzo and Sons Excavating	Charlie@CapozzoandSons.com	Successful
Carlton Equipment Company	ryan@carltonequipment.com	Successful
Choice Property Services	harrisproppres@gmail.com	Successful
Civil Construction Services, Inc.	chvconstructionservices@yahoo.com	Successful
Colagunn Services	robmark11@gmail.com	Successful
Commercial Grounds Services LLC	commercialgrounds@yahoo.com	Successful
Continuum Services	sselfert@continuumservices.com	Successful
Cooper Lawnscape, Inc.	Cooperlawns@comcast.net	Successful
Craft Property Maintenance	steve@craftpropertymaintenance.com	Successful
Crooked Tree Nursery	info@crookedtreenuisery.com	Successful
Curbo, Inc.	k.cowley@curbo2121.com	Successful
D and D Innovations	b.palga.wilson@gmail.com	Successful
D and J Contracting Inc.	bradsanford@sbcglobal.net	Successful
D.M. Burr Facilities Management, Inc.	gloriacarpenter@dmiburr.com	Successful
Dalco Services LLC	zwilliams@dalcoserviceilc.com	Successful
Dale Dukes and Sons, Inc.	rexdukes@lucker-usa.com	Successful
Dennys Maintenance & Outdoor Services, Inc.	dennysmaintenance@comcast.net	Successful
Dixson Landscaping INC	dixsonlandscaping@yahoo.com	Successful
Dons lawn care	donaldbeckman83@gmail.com	Successful
DRC Emergency services LLC	lgarcia@drcusa.com	Successful
E & J Treaservice	lpkristal313@aol.com	Successful
Eager Beaver Lawncare & Landscaping	davidjnzol@yahoo.com	Successful
Econocut, Inc.	jeff@econocut.net	Successful
ED'S TWO MEN & A MOWER LAWN SERVICE LLC.	eds2menandamower@yahoo.com	Successful
Elegant Lawn Care LLC	elegantlawncarellc@yahoo.com	Successful
Ellsworth Industries	cmonteilh19@comcast.net	Successful
Energy Group, Inc.	mdonnellon@energygroupusa.com	Successful
EnviroSafe, Inc.	anne@envirosafelpm.com	Successful
Ever So Green LLC	eversogreen@gmail.com	Successful
Evergreen Outdoor, Inc.	bradh@myoutdoorpro.com	Successful
Excel Landscaping LLC	excelland03@hotmail.com	Successful
F.J. LaFontaine	landscape45@sbcglobal.net	Successful
FED BROTHERS CONSTRUCTION	fedbrothers@gmail.com	Successful
FEDCON LLC	rscott@fedconllc.com	Successful
FIRST CLASS BUILDING MAINTENANCE, INC.	fcbm@provida.net	Successful
fontenot landscape services llc	fontenotlandscaping@yahoo.com	Successful
Fosmore Outdoor Mgmt Services, Inc.	fosmoreservices@yahoo.com	Successful
Fougnle Professional lawn maintenance	jamesfougnle@yahoo.com	Successful
Frank's Landscaping & Supplies LLC.	mkbbrick1@hotmail.com	Successful
Garden Solutions & Maintenance	Garden.snowsolutions@gmail.com	Successful
Garplel Group, LLC	emily@garplelgroup.com	Successful
Giant Janitorial Service, Inc	lhuthvalte@giantjanitorial.com	Successful
GLC Lawn, Landscaping & Snow removal LLC	glclandscaping@yahoo.com	Successful
Go Green Sales And Services	luke_c21@all.net	Successful
Grace Management Services	gallen@gracemanagementservices.com	Successful
Grand Horizon Contracting	info@grandhorizoncontracting.com	Successful
Gratlot Landscaping & Home Improvement, LLC	wdalay@gratlotlandscape.com	Successful

Great Lakes Hydroseeding & Landscaping, Inc.	greatlakeshydroseeding@charter.net	Successful
Great Lakes Landscaping & Construction Inc.	mellssahahn@greatlakeslandscaping.com	Successful
Great Pines Landscaping	Gpland2@yahoo.com	Successful
Green Meadows Lawnscape, Inc.	greenmeadowslawnscape@yahoo.com	Successful
Greenscape	bwcatako@yahoo.com	Successful
greg davis landscaping	gwd1land@aol.com	Successful
Ground Effects Lawn Care	rdapra@ameritech.net	Successful
GTJ Consulting, LLC	blake.johnson@gjlonline.com	Successful
H - D Landscaping, Inc	dexter@h-dlandscaping.com	Successful
H&C property Maintenance	jeremleh5387@gmail.com	Successful
Heldt's Landscaping	jesslemcglothin@yahoo.com	Successful
Havelka Construction	havelkaconst@hotmail.com	Successful
Henson Ultra Green	michaelasniker2015@gmail.com	Successful
Hercules & Hercules Inc.	kjofferson@herculesandhercules.com	Successful
I HEART LAWN CARE LLC	mitn@heartlawncares.com	Successful
IME Connections	mjvolmer@imeinc.us	Successful
Innovative Property Maintenance, Inc	michael.buillon@pmlandscaping.com	Successful
J & M Tree Service	Forrest@Jmtreeservice85.comcastblz.net	Successful
J W Turf Inc	Eric_jwturf@aol.com	Successful
J-Mac Tree & Debris, LLC	jmactreeanddebris@gmail.com	Successful
J.Z's complete landscape	jzslandscape@gmail.com	Successful
Jim Gregg Land Clearing LLC	jimgregglandclearing@yahoo.com	Successful
Jordan Landscaping	jordanlandscaping@yahoo.com	Successful
JR SERVICES GROUP, LLC	blds@jrserv.com	Successful
KBK Landscaping	krls@kbbklandscaping.com	Successful
Kevin McNamara, LLC	cornishmcnamara@gmail.com	Successful
Kevin's All Season Lawn & Landscaping LLC	Kevin4allseason@aol.net	Successful
Kevin's Lawn Care & Snow Removal	kevinslawncareandsnow@hotmail.com	Successful
KLM SCAPE & SNOW dba KLM LANDSCAPE	KLM@KLMLANDSCAPE.NET	Successful
Knox International, LLC	knoxindustries.1@gmail.com	Successful
Lake Michigan Excavating, LLC	rlanti@lakemichiganexcavating.com	Successful
Lake State Lawn Landscaping & Snow Removal	lakestate@lakestatelawnandsnow.com	Successful
Lakeshore Construction and Renovation	pillsleyjosh@gmail.com	Successful
Lakner Landscape	Laknerslandscape@aol.com	Successful
Landscape Services, Inc.	lenk@lsmichigan.com	Successful
Landscape Supply, Inc.	scarrier@landscapesupplyinc.com	Successful
Lawn Sprinklers Sales, Service & Design, Inc.	lawnsprinklersoflansing@yahoo.com	Successful
Lawscapes Inc	lawscapes.lc@gmail.com	Successful
Logan's Lawn Care	service@loganslawncare.com	Successful
Looking Good Lawns Inc.	dillon5659@comcast.net	Successful
LPC Landscape Services LLC.	seanlpc@yahoo.com	Successful
Maj's Services Inc.	Mail@MajsServices.com	Successful
MAPLE LANDSCAPING & LAWN SERVICE LLC	daryn@maplelandscapingandlawnservice.com	Successful
Margolis Nursery Inc.	mburnstead@margoliscompanies.com	Successful
MARINE CITY NURSERY CO	ndlatlin@marinecitynursery.com	Successful
Marine One Towing & Salvage	Marineonetowing@aol.com	Successful
Master Corporate Cleaning LLC.	pteler@mastercorporatcleaning.com	Successful
Master's Lawn Care LLC	masterslawncare14@gmail.com	Successful
Matten Landscaping, Lawn and Snow LLC	Rmatten1@aol.com	Successful
Mattoli Cement Company	jlmattoli@charter.net	Successful
Maverick Property Maintenance, LLC	jason@maverickpropertymaintenance.com	Successful
Maxwell Lawn Care Services Inc	maxwellmk9@gmail.com	Successful
McClelland Landscape Inc	dennis@lawn-snow.com	Successful
MFS, Inc.	garyiverson@gmail.com	Successful
MGP & Associates LLC	leekyjr@gmail.com	Successful

Michigan Demolition and Excavation	michigandemolition@comcast.net	Successful
Michigan Exterior Solutions LLC	milawnandland@gmail.com	Successful
MICHIGAN OUTDOOR SERVICE INC.	mloutdoorservice@gmail.com	Successful
Mid Michigan Contracting Inc.	midmichigancontracting@yahoo.com	Successful
Miller Concrete and Construction	casaymiller33@yahoo.com	Successful
Buyer's Copy	mmckenzie@pontiac.mi.us	Successful
Mocella Lawn and Landscaping, Inc.	mocellalawnandlandscaping@hotmail.com	Successful
Moneygreen Lawn Maintenance	moneygreenlawn@gmail.com	Successful
Mow On The Go	mowonthego14@gmail.com	Successful
MWVG Lawn and Snow LLC	mwglawnandsnow@yahoo.com	Successful
Natural Community Services	l_dellsie@hotmail.com	Successful
Naturalistic Landscapes	fatmlrpepa49@gmail.com	Successful
Nevel Property Maintenance	novelmainenance@gmail.com	Successful
NJD Services LLC, (N.J. DeDecker)	ndedecker@njdservices.com	Successful
NLS Outdoor Services	nlsoutdoorservices@gmail.com	Successful
Northshore Landscaping, Inc.	jmnorthshorescapesc@aol.net	Successful
Oakland Livingston Human Svc Agcy- Guardianship	thomasf@ohsa.org	Successful
Oakridge Lawn & Snow, Inc.	kenosk31@hotmail.com	Successful
One Stop Laundromat	support@onestop-mi.com	Successful
One Stop Property Maintenance llc	ospmaln@hotmail.com	Successful
Outdoor Expressions Landscaping LLC	matt@outdoorexpressionslandscaping.com	Successful
Outdoor Extreme	brackell.landscaping@gmail.com	Successful
Outdoor Specialty, llc	brad@walandscapelandscaping.com	Successful
Outdoor Techniques	Services@outdoortechniques.com	Successful
Owens Landscaping	owenslandscapes@yahoo.com	Successful
P&P Landscaping	Pp_landscaping@yahoo.com	Successful
P&T LAWN CARE & LANDSCAPING	Tlanko@perfecttouchlawnlcare.com	Successful
Parks Services	dparks@parksservices.com	Successful
PAVEX Corporation	pavexco@gmail.com	Successful
Pioneer Resources, Inc.	gscott@pioneerresources.org	Successful
Precision Contracting	gary@tsgr.info	Successful
Precision Landscaping Services, Inc.	darrin@precisionlandscaping.net	Successful
Preliss Companies	prelisscompanies@comcast.net	Successful
Premier Group Associates llc	subs@pgalc.com	Successful
Premier Professional Landscaping	general@preproland.com	Successful
Premium Lawn Solutions	premiumlawnsolutions@gmail.com	Successful
Pride Property Maintenance LLC.	johnthaucher@pride-maintenance.com	Successful
Pritula & Sons	pritula.sons@yahoo.com	Successful
Proficient Services LLC	ProficientServicesLLC@gmail.com	Successful
Progressive Irrigation, Inc.	progressivelrrigation@yahoo.com	Successful
Property Monkey	gregoryjordan2011@gmail.com	Successful
R&J Maintenance	rayjen513@yahoo.com	Successful
R&R Landscape Supply Inc	rlandscapesupply@yahoo.com	Successful
R.F.C. L.L.C.	ron.howe@uslawns.net	Successful
R.N.A. of ANN ARBOR	FARHA@mafacilitiesmanagement.com	Successful
Reliable Landscaping, Inc.	estimating.reliablelandscaping@gmail.com	Successful
Rent a Gardener LLC	allison@rentagardenerllc.com	Successful
Responsive Contracting Inc	responsivecontracting@hotmail.com	Successful
Roller Property Services Inc.	rec@rolarinc.com	Successful
Rolling Acres Landscaping and Lawn Service, LLC	rollingacres01@gmail.com	Successful
S.J. Landscaping Inc.	lionslawmboy@yahoo.com	Successful
Sailent Landscaping Inc	office@sailentlandscaping.com	Successful
Santoro Services L.L.C.	daway@detroitssnowremoval.net	Successful
SELAH LLC	selahawareness@gmail.com	Successful
Serene Surroundings Inc.	paul@serenesurroundings.com	Successful

Shepherd's Landscape and Tree Service	Info@Shepherds-Land.com	Successful
SHERMAN NURSERY FARMS	scotts@shermannurseryfarms.com	Successful
Smith Lawnsapes, LLC	mail@smithlawnsapes.com	Successful
SNOWDOZERS	jlang4@yahoo.com	Successful
Sodmasters Inc.	info_sodmasters@yahoo.com	Successful
Stafford Landscaping LLC	dstafford95@llva.com	Successful
Stonewall Enterprises LLC	stonewallenllc@yahoo.com	Successful
Summer Breeze Lawn Care, Inc.	goodlawncare@sbcglobal.net	Successful
Superior Lawn Care LLC	kimberly@a2superiorlawn.com	Successful
Superior Scape, Inc.	lnewman@superiorscape.com	Successful
T-N-T Tree Service Inc.	tnprotreaserv1@yahoo.com	Successful
terte trucking	peptarte@frontier.com	Successful
TC Green Works llc	joseph.gigant@gmail.com	Successful
TDE Group USA Inc.	Econts@tdagroup.com	Successful
Teddy's lawn and landscape	srice@teddyslandscape.com	Successful
TH Maged Services LLC	lmaged1@gmail.com	Successful
The 63rd Group LLC	atzoubi@elcbs.com	Successful
The Maintenance Guy, Inc.	cardi@thomainenanceguy.org	Successful
The Yard Men Lawn & Snow Services LLC	Zak@TheYardMen.com	Successful
Thoms Bros. Landscaping, Inc.	steventhoms@thomsbros.com	Successful
Thornberry lawn care	Thornberrylc51@yahoo.com	Successful
Timberland Inc.	timberlandcrew@gmail.com	Successful
Timberland Landscape	patrick@timberland-landscape.com	Successful
Titan Commercial Inc.	Info@Titanlandscapingllc.com	Successful
Titan Lawn Maintenance	titanlawn@gmail.com	Successful
T.J's Precision Lawn care & Maintenance	jonasfamily72@yahoo.com	Successful
Tommy's Lawn Service, Landscaping & Snowplowing	tommyslawnservicellc@yahoo.com	Successful
Total lawn care	TLCTOTALLAWNCARE@yahoo.com	Successful
Trees & Co.	quebudln@mac.com	Successful
Tri County Equipment	scottwadsworth@tricountyequipment.net	Successful
Tri-County Tree Expert Co., Inc.	tcleservices@gmail.com	Successful
Tri-Valley Construction, LLC	trivalleyconstructionllc@gmail.com	Successful
Troy Clogg Landscape Associates LLC	daveb@troyclogg.com	Successful
Trugreen	richardhilljr@trugreenmail.com	Successful
Turfgrass Systems, LLC	Turfgrassllc@aol.com	Successful
TWINSTEAD PROPERTIES	twinsteadproperties@gmail.com	Successful
ULTIMATE LAWN SERVICE LLC.	ULTIMATELAWNSERVICE@YAHOO.COM	Successful
Ultra Professional Outdoor Services	ultra@ultraposilo.com	Successful
Underwood Nursery	brian@underwoodsnursery.com	Successful
Unique Clips	uniqueclips@gmail.com	Successful
Unique Maintenance & Services, LLC	uniquecllc@aol.com	Successful
United Lawnscape, Inc.	stevay@unitedlawnscape.com	Successful
Universal Property Services	ray@perfectsweep.com	Successful
Vashco Lawn Care LLC	vashco@sbcglobal.net	Successful
VENICE CONTRACTING LLC	VENICECONTRACTING@GMAIL.COM	Successful
Village Green	vgreen2222@aol.com	Successful
Village lawn service, llc	Villagelawnllc@gmail.com	Successful
Wayne Facility Management Support Services	wfms1@hotmail.com	Successful
WCI Contractors, Inc.	wcicontractors@msn.com	Successful
Weed Eraser, Inc	robin@weederaser.com	Successful
WH Canon, Inc.	bmcdonald@whcanon.com	Successful
Wildtype	wildtypeplants@gmail.com	Successful
Wonsay Tree Service, Inc	wonsaytreeservice@hotmail.com	Successful
world class grounds management co.	worldclassgrounds@aol.net	Successful
World Class Landscaping & Contracting Inc.	worldclass4520@yahoo.com	Successful

Xpert Lawn Care & Snow Removal

xpertlandscaping@yahoo.com

Successful

Zimmerman Lawn & Snow

zimmermanzin@comcast.net

Successful

Zuniga Cement Construction Inc.

zunigacement@aol.com

Successful

Sending E-mail Messages: Finished 4/28/2017 4:34:58 PM

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MILLENNIALS

ENROLL NOW

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City of Pontiac
2017 Mowing Services Bid Tab Form
Mini Parks and Vacant City Lots

		Elam Service Group		
Description		2017	2018	2019
A	Mini Parks	\$5,590.00	\$5,590.00	\$5,590.00
	Correction in the addition ADJ	\$5,160.00	\$5,160.00	\$5,160.00
B	Vacant City Lots	\$3,000.00	\$3,000.00	\$3,000.00
C	Vacant City Lots	\$3,018.00	\$3,018.00	\$3,018.00
D	Vacant City Lots	\$2,970.00	\$2,970.00	\$2,970.00
E	Vacant City Lots	\$2,940.00	\$2,940.00	\$2,940.00
F	Vacant City Lots	\$2,940.00	\$2,940.00	\$2,940.00
G	Vacant City Lots	\$2,940.00	\$2,940.00	\$2,940.00
H	Vacant City Lots	\$3,000.00	\$3,000.00	\$3,000.00
I	Vacant City Lots	\$3,000.00	\$3,000.00	\$3,000.00
J	Vacant City Lots	\$1,050.00	\$1,050.00	\$1,050.00

Xpert Lawn and Snow		
2017	2018	2019
\$5,040.00	\$5,040.00	\$5,040.00
\$3,600.00	\$3,600.00	\$3,600.00
\$3,510.00	\$3,510.00	\$3,510.00
\$3,510.00	\$3,510.00	\$3,510.00
\$3,540.00	\$3,540.00	\$3,540.00
\$3,390.00	\$3,390.00	\$3,390.00
\$3,510.00	\$3,510.00	\$3,510.00
\$3,570.00	\$3,570.00	\$3,570.00
\$3,570.00	\$3,570.00	\$3,570.00
\$1,290.00	\$1,290.00	\$1,290.00

Ozell Brownlee		
2017	2018	2019
\$6,276.00	\$6,589.44	\$6,918.60
\$918.66	\$964.56	\$1,012.74
\$822.90	\$864.06	\$907.32
\$773.88	\$812.64	\$852.90
\$745.92	\$783.24	\$822.24
\$649.56	\$682.08	\$716.22
\$663.78	\$697.08	\$731.94
\$903.12	\$951.24	\$998.82
\$921.18	\$967.14	\$1,015.56
\$276.54	\$290.40	\$304.98

Total All Categories		\$30,538.00	\$30,538.00	\$30,538.00
ADJ		\$30,018.00	\$30,018.00	\$30,018.00

\$34,530.00	\$34,530.00	\$34,530.00
-------------	-------------	-------------

\$12,951.54	\$13,601.88	\$14,281.32
-------------	-------------	-------------

Total price for all three years for all categories included in bid		\$91,344.00
ADJ		\$90,054.00

\$103,590.00

\$40,834.74

Additional Mowing Services		2017	2018	2019
Mowing Services	Sq Ft	\$0.20	\$0.20	\$0.20
Edging Services	Lin Ft	\$1.25	\$1.25	\$1.25

2017	2018	2019
\$0.01	\$0.01	\$0.01
\$0.10	\$0.10	\$0.10

2017	2018	2019
no bid	no bid	no bid
no bid	no bid	no bid

Witness: Michelle L. McKenzie, Purchasing Agent

Opened by City Clerk: Sherikia Hawkins

Date: 5/8/2017

City of Pontiac
47450 Woodward Ave.
Pontiac, MI 48342

Notification Postings

For: MOWING SERVICES-Mini Parks and Vacant City Lots RFP

Bid Opening Held: May 8, 2017 @ 2:00 pm

Pontiac City Clerk's Office

Pontiac Cable TV station

City of Pontiac website

Sent to Michigan Municipal League

Sent to Construction Market Data Group

Sent to Builders Exchange of Michigan

Sent to Construction Association of Michigan

Posted on Bulletin Boards upstairs and downstairs

MOWING SERVICES-Mini Parks and Vacant City Lots RFP Direct Solicitation List 2017

PONTIAC BASED COMPANIES	Address	City	State	Zip	Phone	E-mail	Notification	Found in the Source
Norman Elam-Elam Service Group	45258 Woodward Ave	PONTIAC	MI	48341	248-334-0260	normanelamsr@yahoo.com	called and sent copy of RFP	Vendor file in Purchasing
Lagrone Lawn Service	76 Sanderson	PONTIAC	MI	48341	248-980-5957	M.Lagrone75@gmail.com	Sent copy of RFP	Greater Pontiac Business Directory
Get It Done Right	1567 Joslyn Ave	PONTIAC	MI	48340	248-322-9424	Dontoseann@stcglobal.net	Sent copy of RFP	Greater Pontiac Business Directory
Chrisman Lawn Service	63 N Johnson St	PONTIAC	MI	48341	248-636-7295		called and left a detailed message	Greater Pontiac Business Directory
Inland Lakes Landscaping	560 S Telegraph Rd	PONTIAC	MI	48341	248-338-8088		called - no mowing services	Greater Pontiac Business Directory
Knox Yard & Lawn Maintenance	946 Canterbury Dr	PONTIAC	MI	48341	248-872-6030		called and left a detailed message	Greater Pontiac Business Directory
Lawn Pride Lawn Service	1540 Joslyn Ave	PONTIAC	MI	48340	248-370-8910		called and left a detailed message	Greater Pontiac Business Directory
Summer Breeze Lawn Care	803 Cesar E Chavez Ave	PONTIAC	MI	48340	248-640-1455	goodlawn@att.net	called and sent copy of RFP	Greater Pontiac Business Directory
The Brickman Group Landscaping	850 Featherstone St	PONTIAC	MI	48342	248-452-9292		called and left a detailed message	Vendor file in Purchasing
Neighboring Communities	Address	City	State	Zip	Phone	E-mail	Notification	Found in the Source
Jerome		unknown	MI		248-707-9038		called and he picked up an RFP	Vendor file in Purchasing
Andre Tiller		unknown	MI		248-904-4511		called and he picked up an RFP	Vendor file in Purchasing
Ozell's Landscaping and Snow Rmvl	703 Jamestown Rd	Auburn Hills	MI	48325	248-791-7825	ozell_browlee@yahoo.com	called and emailed an RFP	Vendor file in Purchasing
Xpert Lawn and Snow	2437 Wolcott St	Ferndale	MI	48220	248-721-0794	www.xpertlawnandsnow.com	contacted via website	Vendor file in Purchasing
Site Scape, Inc	6665 Auburn Rd	Utica	MI		586-739-5044	www.sitescapeinc.com	contacted via website	Vendor file in Purchasing



Financial Services – Purchasing Division

NOTICE

Thank you for your inquiry regarding the City of Pontiac project listed below:

Mowing Services – Mini Parks and Vacant Lots

If your firm plans to bid on this project, please send an e-mail response to MMcKenzie@pontiac.mi.us with the following information:

Firm Name: _____

Project Name: _____

Firm's Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Postal Address: _____

The City of Pontiac Purchasing Division will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Pontiac, you will not receive any follow-up notification of any changes to the project.

NOTICE TO BIDDERS

The City of Pontiac will open sealed bids on Monday, May 8, 2017 at 2:00 p.m. prevailing local time in the City Hall Lion's Den conference room at 47450 Woodward Ave for:

Mowing Services – Mini Parks and Vacant Lots

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK, 47450 Woodward Ave., Pontiac, MI 48342 by 2:00 PM, Monday, May 8, 2017. Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked:

Mowing Services – Mini Parks and Vacant Lots

No proposal submitted may be withdrawn for at least ninety (90) days after the actual opening of the proposal.

No pre-bid meeting will be held.

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Pontiac website:

Purchasing: <http://www.pontiac.mi.us/departments/finance/purchasing.php>

And at Michigan Intergovernmental Trade Network (MITN): www.mitn.info

Please refer to the website/MITN for any addenda that may be issued. Bidders who submit bids before the deadline are advised to continue to monitor the website for any addenda that may be issued. Bid packages will also be mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids that it deems to best serve the interest of the City.

If you have any questions regarding this RFP, please contact the Purchasing Agent at (248) 758-3120 or send an email to MMcKenzie@pontiac.mi.us

1. INSTRUCTIONS TO BIDDERS

1.1 Bids to be Received

Sealed bids for the Mowing Services – Mini Parks and Vacant Lots will be received at the Office of the City Clerk of the City of Pontiac, Michigan until 2:00 PM, Monday, May 8, 2017, and immediately thereafter will be publicly opened and read.

Each bid must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a bid must be plainly marked on the outside as "Mowing Services-Mini Parks and Vacant Lots", and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk, City of Pontiac at 47450 Woodward Avenue Pontiac, MI 48342.

Bids will be received during regular business hours at the place and up to the time stated in the advertisement. Any extension in time will be by official notification. Bids may be delivered in person or mailed, but their delivery is the bidder's entire responsibility. Any bid received after the stated hour, even through the mail, will be returned unopened to the bidder.

1.2 Examination of Bid Documents

Before submitting a proposal, bidders shall carefully examine the specifications/scope of work and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

1.3 Withdrawal of Bids

Any bidder may withdraw his proposal, in writing, at any time prior to the scheduled closing time for receipt of proposals. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Should there be a reason why a contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City of Pontiac, herein after also referred to as the City, and the bidder.

1.4 Bid Form

Each bid shall be made on the form provided, and shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder. Alternate written proposals will not be accepted.

1.5 Basis of Award

The intention of the City is to award the contract for this job to a bidder whose skill and financial resources are equal to the task of completing the work in a satisfactory manner in the time period specified by the City. The successful bidder will show proof of at least five (5) years' experience in Mowing Services – Mini Parks and Vacant Lots.

Award will be made to a responsive and responsible bidder whose bid is the lowest qualified bid and determined to be in the best interest of the City and in conformance with the conditions of this invitation to bid and the Purchasing Ordinance of the City.

If discrepancies appear between the unit prices and extensions submitted, the unit price submitted for the particular pay item shall govern, and the dollar amount of the proposal adjusted accordingly.

A maximum of one award of contract will be made on a lowest qualified bid for each category described in the bid form. Bidders shall quote on all requirements of the bid document, leave no blanks, and state "No Charge" where applicable. Any blank spaces are considered to be no offer. The City of Pontiac reserves the right to delete any item(s) from the award and reject any and all bids.

1.6 Bid Bond

A One Thousand dollar (\$ 1,000.00) certified check or bid bond, executed by a surety company, is required. The Bid Bond will be released when all bids are rejected, or the City enters a contract with the lowest qualified bidder.

1.7 Pre-Bid Meeting

No pre-bid meeting will be held.

2. **TERMS AND CONDITIONS**

2.1 Laws and Municipal Ordinances, Permits

The Bidder shall be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or equipment and materials used in the work, and all others and any decrees of bodies or tribunals having any jurisdiction or authority over the same. The Bidder shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the laws of the State of Michigan, City ordinances, as well as all other bodies having jurisdictional authority.

The Contractor shall be responsible for obtaining and paying for any and all permits that may be required for this project and shall be responsible for arranging all required inspections if needed.

2.2 Non-Discrimination

The Bidder agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act no. 220, Public Act of 1976, as amended and all other applicable federal, state and local laws and regulations. Specifically, Bidders and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

2.3 Indemnification

To the fullest extent permitted by laws and regulations, the Bidder shall indemnify and hold harmless the City and its officers, directors, employees, agents, and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from the performance of the work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss, or damage: (i) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from; or, (ii) is caused in whole or in part by any act or omission of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by laws and regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors, or employees of the City by any employee (or the survivor or personal representative of such employee) of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Bidder or any such subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts. Insurance coverage required of the Bidder constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Bidder under the terms of the contract. The Bidder shall procure and maintain at Bidder's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for Bidder's proper protection in the prosecution of the work.

2.4 Jurisdictional Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful Bidder consents to the jurisdiction and venue of the courts in Oakland County, Michigan and of the United States District Court for the Eastern District, Southern Division.

2.5 Severability

The successful Bidder will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

2.6 Income Taxes

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3236, to establish reporting and withholding obligations under the City of Pontiac income tax ordinance. Contractor will require the same of all subcontractors employing labor under this contract. Contractor is required to withhold City of Pontiac income tax from wages paid to:
Pontiac resident employees regardless of where they work for the employer; and
Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns reporting and paying income tax on the net profits earned in the City.

Web page URL: http://www.pontiac.mi.us/departments/income_tax/index.php

Tax forms URL: http://www.pontiac.mi.us/departments/income_tax/tax_forms.php

2.7 Compensation and Payment

All invoices submitted against the contract must identify the work performed in detail. Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the City. Invoices must meet the following conditions for payment:

- a. Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- b. Contractor must submit price lists in accordance with bid requirements.
- c. All invoices will be original.
- d. Invoices will prominently display the requisition or purchase order number, if applicable.
- e. Invoices will be signed by the individual responsible for authorizing contract payments for the City of Pontiac.

Original invoice must be submitted to the City of Pontiac, Attn: Accounts Payable.

Payment Terms – Net 30

2.8 General Conditions

It is the responsibility of the Bidder to review General Conditions as specified.

In the quotation, a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. White out may be grounds for rejection. All changes made to the bid form altering price, terms, quotes, and/or conditions **MUST** be crossed out and initialed. Failure to initial any changes may be grounds for rejection of your bid.

All funds must be quoted in US dollars

2.9 Quotations/Proposals

Bidders **MUST** submit an original and one copy, of the bid quotation/proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested.

2.10 Minimum Qualifications

Proposers must provide the following information:

- a. Proposals will be accepted from those firms demonstrating a minimum of five (5) years of experience providing the services requested in this RFP for projects of similar scope and size.
- b. Provide proof of financial capabilities either an audited financial statements for the last three years or Dun & Bradstreet report and the Federal Employer ID number (EIN)
- c. Attach a list of employees that would be used under this contract along with proof of the proper State of Michigan driver's licenses to operate equipment to be used under this proposal. Employees must be properly trained and qualified to operate the equipment.
- d. List description of any contracts, which have been terminated. Provide the name and telephone number of the owner of such contracts.
- e. List description of all legal proceedings, lawsuits or claims, which have been filed against your firm or your employees past or present within the last Five (5) years

2.11 Minor Deviations

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation or services rendered. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations may be grounds for rejection of your bid.

The decision of the City of Pontiac, acting through the Purchasing Agent, shall be final as to what constitutes acceptable deviations from specifications.

2.12 Bonds and Insurance

Receipt of bonds and/or insurance is part of the process of determining which bidder may be recommended for award to the City Administrator. If cause is found to change the recommendation that your company be awarded the contract, or if the City Administrator does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to City of Pontiac. The limits required below do not limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance: The Contractor shall procure and maintain said insurance during the life of this contract, for: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 2,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.

Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$ 2,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be ***Additional Insureds:*** The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Pontiac as additional insured, coverage afforded is considered to be primary and any other insurance the City of Pontiac may have in effect shall be considered secondary and/or excess.

Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Risk Manager, City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342."

Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

2.13 Performance Bond

A performance bond in the amount of Fifty Thousand Dollars (\$50,000) is required and shall be delivered to the Agency when the contract is executed on the part of the contractor. A "performance bond" is executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

2.14 Payment Bond

A payment bond (labor & material bond) is not required.

2.15 Maintenance and Guarantee Bond

A maintenance and guarantee bond is not required.

2.16 Subcontracting

The City of Pontiac will not allow subcontracting for this agreement. All persons working on this project shall be employees of the Bidder as defined by law.

3. DESCRIPTION OF SERVICES

3.1. GENERAL

Bid amounts are to be expressed as a unit price on a per cut basis as specified in the Bid Proposal Form. Bid Prices are to include cost of all labor, materials, equipment, insurance and bonds necessary to comply and perform under these specifications.

Areas specified in this contract shall be mowed for a "groomed appearance" unless otherwise noted in bid form. Frequency of mowing during the growing season shall be performed to achieve the desired appearance. Frequency of mowing may be affected by plant species, growing habits, health, irrigation, and weather conditions. High visibility, high use properties shall be cut more often than parks and vacant miscellaneous property. Frequency of mowing shall range from weekly to once a month depending on property.

The quantities listed in these documents are estimates only, and quantities of work to be performed are subject to increase or decrease as determined by conditions encountered in the prosecution of the work. The City retains the right to eliminate or add mowing services to a contract based on unit costs provided by the bidder in the Bid Proposal Form.

The Contractors employees are advised that no foul language shall be used while performing city work. No horseplay will be tolerated. Deviation from these guidelines shall be considered a breach of contract.

The contractor and his employees shall comply with the most current safety standards pertaining to this type of work as published by the Michigan Department of Labor, Occupational Safety Standards Commission. This contract shall be carried out in accordance with the laws of the State of Michigan and the ordinance of the City of Pontiac.

All equipment must be safe and efficient and shall be available for inspection by the Director of Public Works or designee at any time. Equipment shall have all necessary/required safety features to prevent injury or damage people, buildings or passing cars.

SETBACKS: Unless otherwise instructed by the Director of Public Works or designee, minimum mowing setbacks shall be maintained around all waterways: approximately 10' to 20'. Mowing shall not take place in designated setbacks around waterways. Contractors may also be instructed to maintain setbacks from wooded areas or areas of infrequent use.

Undeveloped areas of parks such as heavily wooded areas with undergrowth, fields, meadows, and wetlands shall be left natural.

3.2 SCOPE OF SERVICES

MOWING

1. Machinery of rotary type and that are designed to mulch grass clippings shall be used. Contractor shall adhere to the City of Pontiac Storm Water Management Best Management Practices (BMPs): Grass clippings are to be left on the lawn and removed from paved surfaces to ensure no clippings enter waterways through runoff or through structures such as catch basins. All clumps of grass are to be worked into the lawn or removed and disposed of in a legal manner.
2. Mowers shall be set at a setting to leave grass approximately 3 ½" to 4" tall. No more than 1/3 of the total height of the grass shall be removed at one time.
3. Mower blades are to be kept sharp and changed frequently to ensure a quality cut and to prevent tearing of the grass that increases the opportunity for disease.

4. Mowing shall occur only when grass is reasonably dry to prevent clumping.
5. All mowing obstructions encountered in any area, including but not limited to drainage ditches, embankments, rocks, poles, posts, signs, fire hydrants, earthen mounds, fences, building walls, trees, shrubbery, etc. shall be hand trimmed with gas powered string trimmers to ensure a neat and finished appearance to the job (See Chemical Treatments). Care shall be taken not to damage bark on trees and shrubs or to damage any surface features.
6. Prior to cutting, all branches, paper trash, bottles, miscellaneous litter and any other man-made debris found on the property shall be collected and disposed of by the contractor at the contractor's expense.
7. All clippings or debris discharged by mowers or trimming equipment on to hard surfaced areas or pavement shall be swept off or blown back onto the property. Clippings shall not be left in roadways allowing to them to wash into catch basins.
8. Mowing and trimming of all areas included herein is anticipated to begin approximately April 30th depending on weather conditions and the average height of the grass. Subsequent mowing shall occur at intervals indicated for each property in the Bid Proposal Form and may vary depending on periods of extreme rain or drought. Frequency of mowing is at the discretion of the Director of Public Works, or designee and variations in the schedule will be communicated to the contractor when necessary. Final mowing is anticipated to occur before October 15th. Approximately 2 to 25 cuts will be allowed for properties depending on the type of property. Mowing cycles will vary with weather variations driving frequency.
9. The contractor shall be assigned properties based on the bids received. The contractor shall be given a maximum number of cuttings that can occur during the season for those properties he is awarded and the contractor shall provide the owner with a tentative schedule.
10. The contractor shall schedule work between the hours of 7:00 a.m. and dusk, Monday through Friday. No work shall be completed on Sunday or Holidays. Saturday work shall only occur with prior approval from the Director of Public Works, or designee.
11. Mowing and trimming will proceed with due diligence. Each mowing cycle shall be completed in an uninterrupted manner, except for delays caused by inclement weather, until the entire property is completed.

12. Extreme care shall be exercised when mowing around people or vehicles. Damage or accidents that may occur involving bystanders, vehicles, the contractor's employees or equipment shall be reported to the Director of Public Works, or designee immediately and shall be the responsibility of the contractor.

FERTILIZATIONS/PEST AND WEEDS/CHEMICAL CONTROL

1. The contractor shall report any pest or weed infestations to the Director of Public Works, or designee immediately.
2. Fertilization, pest and weed control is not part of this contract and will be performed by others. The contractor will not engage in such work on city property unless authorized by the Director of Public Works, or designee.
3. In order to reduce the large amount of hand trimming to be performed application of chemical treatments (soil sterilants) shall be permitted. Treated areas shall be kept to minimum widths and only to such distances to allow use of rotary type equipment. The following mowing obstructions may be chemically treated:
 - a. Fence lines, posts, poles, signs, and fire hydrants.

Note: All spray application costs are to be included as part of the contractors unit price proposal and are not to be provided as separate bid prices.

4. Per City of Pontiac Storm Water Management Best Management Practices (BMPs) no chemicals shall be used within mowing setback areas or within twenty-five feet of a lake, stream, river or wetland.
5. Per City of Pontiac Storm Water Management BMPs only applicators certified by the State of Michigan Department of Agricultural & Rural Development (MDARD) shall apply chemicals under this contract. Prior to the start of the contract, the contractor shall submit to the Director of Public Works, copies of his MDARD Applicator licenses and certifications for all of his employees who will be applying chemicals. Prior to applying the chemical the Contractor shall provide written documentation of the type of chemicals on the appropriate MDARD application form and provide it to the Director of Public Works at least ten (10) days prior to the application. The contractor may subcontract for this work, however, should the contractor choose to subcontract, the contractor must notify the Director of Public Works at least ten (10) days in advance of any spray application. Similarly, the contractor shall also provide at least ten (10) days advance notice of any chemical application that he will be applying including the appropriate MDARD application form.

6. All chemical applications shall be made according to label directions and in strict conformance to all applicable State and Federal laws regulating the same contractor shall not dispose of any excess chemical mixes on city property or clean his spray equipment on city grounds. When applying chemicals, extreme care must be exercised to avoid contamination of other desirable vegetation and to prevent leaching. The contractor must ensure that climatic conditions are appropriate for applying any chemical treatments. Only chemicals registered for the intended use and proven safe to apply under the drip zone of shade and ornamental trees shall be permitted. No restricted use pesticides shall be allowed.

SCHEDULE/INVOICING

1. The contractor shall provide a tentative schedule of when they plan to address awarded properties.
2. The contractor shall invoice monthly and shall submit an invoice in the format approved by the Director of Public Works. Invoice shall have location and dates cut with total price for each month for each property.

LOCATION MAPS

Supplementary Maps will be provided to bidders and are intended to provide location of property only. These maps are not intended to provide boundaries of areas to be mowed. The contractor is required to inspect the site to determine exact area that requires mowing. Square footages provided in the proposal form are approximate. The contractor is required to verify the square footages of each site before bidding. The Director of Public Works, or designee, shall inspect the first cutting to determine if the contractor is addressing all the areas required. The Contractor may be asked to extend or reduce the boundaries at no change in contract price. The extension or reduction will be minimal. Maps will be available on the City's website in PDF format. Maps will be available for downloading for printing purposes. Maps for viewing only will be available at 47450 Woodward Ave, Pontiac, Michigan 48473, in the Public Works Office during City Hall business hours.

3.3 NON-ASSIGNMENT OR TRANSFER

The service provided for under the Contract shall not be sub-contracted, assigned or transferred by the Contractor without prior written consent of the City.

3.4 CITY RULES

Employees of Contractor shall comply with all instructions, and building regulations issued by representative of the City of Pontiac.

3.5 TERM OF CONTRACT

The Contract expires December 31, 2017. There will be an option for extension of the contract for year two and three. The City of Pontiac would inform the contractor a minimum of 30 days prior to expiration to enact optional years two and or three. The City has the right to break the agreement with 30 days written notice.

3.6 PROGRESS PAYMENTS/RETAINAGE

This contract is not subject to progress payments or retainage.

THIS ENDS THE ABOVE SECTION
FOLLOWING PAGES ARE BID PROPOSAL FORMS AND SAMPLE CONTRACT

FORM OF PROPOSAL

To: City of Pontiac, Michigan _____, 2017

To All Here Present:

Having carefully examined the bid for the proposed work, and being fully informed in regard to the conditions to be met in the prosecution and completion of the work, and having read and examined the Instructions to Bidders, Agreement, Bonds, General Conditions, Plans and Specifications pertaining to this work and agreeing to be bound accordingly, the undersigned proposes to furnish all the materials, labor, and other equipment as necessary in full accordance with and conformity to the plans and specifications for this work now on file in the office of the City's at and for the following named prices, to wit:

NOTE: This proposal is solicited on a unit price or lump sum for work actually completed.

THIS BID PROPOSAL MUST BE SUBMITTED BACK TO THE CITY OF PONTIAC IN ITS ENTIRETY AS PART OF THE CONTRACTORS BID SUBMISSION. MAKE SURE THAT ALL PAGES ARE COMPLETELY FILLED OUT AND THAT ALL INFORMATION REQUESTED IS COMPLETE. FAILURE TO DO SO MAY BE CAUSE TO REJECT YOUR BID PROPOSAL. IF A BID IS NOT BEING SUBMITTED FOR A PARTICULAR AREA OF WORK, PLEASE MARK "NO BID" IN THE APPROPRIATE SPACE.

BIDDER ACKNOWLEDGES RECEIPT OF ANY ADDENDUM: (if issued)

ADDENDUM NO: _____ Dated: _____

This bid form is based on a lump sum price basis for groups of properties of like nature as indicated in this bid form. Prices may be submitted for one or as many grouped properties as desired. Properties have been grouped in the following categories and each group of properties will be awarded to the lowest responsive and responsible bidder. Prices for individual properties may be requested for selected properties.

- A. MINI PARKS
- B. VACANT LOTS (ALLISON - CHAMBERLAIN)
- C. VACANT LOTS (CHAMBERLAIN - S EDITH)
- D. VACANT LOTS (S EDITH - FOSTER)
- E. VACANT LOTS (FOSTER - JAMES)
- F. VACANT LOTS (JAMES - KETTERING)
- G. VACANT LOTS (LEWIS - N PADDOCK)
- H. VACANT LOTS (PARKDALE - S SANFORD)
- I. VACANT LOTS (SEWARD - WILLARD)
- J. VACANT LOTS (WILSON - WILSON)

City of Pontiac 2017 Mowing Services Bid Form Mini Parks and Vacant City Lots										
Map ID No.	Site Name	Category	Max. # of Mows	Approx Sq. Ft.	May 1 to Oct 15 2017 Price per Mow	Total Price per Site for 2017	May 1 to Oct 15 2018 Price per Mow	Total Price per Site for 2018	May 1 to Oct 15 2019 Price per Mow	Total Price per Site for 2019
3	Art Dunlap Park	Mini Park	12	25,200	\$	\$	\$	\$	\$	\$
20	Dawson Pond Park	Mini Park	12	13,800	\$	\$	\$	\$	\$	\$
25	Fisher Street Park	Mini Park	12	18,900	\$	\$	\$	\$	\$	\$
32	Indian Village Park	Mini Park	12	30,900	\$	\$	\$	\$	\$	\$
38	Madge Burt Mini Park	Mini Park	12	7,800	\$	\$	\$	\$	\$	\$
43	Motor & Montana Park	Mini Park	12	8,400	\$	\$	\$	\$	\$	\$
48	Optimist Park	Mini Park	12	59,400	\$	\$	\$	\$	\$	\$
58	Shirley & Willard Park	Mini Park	12	85,100	\$	\$	\$	\$	\$	\$
61	Steed Park	Mini Park	12	19,400	\$	\$	\$	\$	\$	\$
62	Stout Street Park	Mini Park	12	23,200	\$	\$	\$	\$	\$	\$
		A	TOTAL COST per MOW							

City of Pontiac 2017 Mowing Services Bid Form Mini Parks and Vacant City Lots											
	Sidwell No.	Property Location	Category	Max. # of Mows	Approx Sq. Ft.	May 1 to Oct 15 2017 Price per Mow	Total Price per Site for 2017	May 1 to Oct 15 2018 Price per Mow	Total Price per Site for 2018	May 1 to Oct 15 2019 Price per Mow	Total Price per Site for 2019
	14-29-182-021	42 ALLISON	Vacant Lot	Once a month	5385	\$	\$	\$	\$	\$	\$
	14-33-231-055	ANDERSON, S	Vacant Lot	Once a month	4500	\$	\$	\$	\$	\$	\$
	14-33-231-069	280 ANDERSON, S	Vacant Lot	Once a month	8955	\$	\$	\$	\$	\$	\$
	14-33-278-024	ANDERSON, S	Vacant Lot	Once a month	4591	\$	\$	\$	\$	\$	\$
	14-33-278-025	ANDERSON, S	Vacant Lot	Once a month	4593	\$	\$	\$	\$	\$	\$
	14-28-460-025	96 ARDMORE, S	Vacant Lot	Once a month	10949	\$	\$	\$	\$	\$	\$
	14-28-932-026	BELLEVUE	Vacant Lot	Once a month	5901	\$	\$	\$	\$	\$	\$
	14-20-389-026	32 BENNETT	Vacant Lot	Once a month	2566	\$	\$	\$	\$	\$	\$
	14-20-305-019	BLAIN	Vacant Lot	Once a month	4474	\$	\$	\$	\$	\$	\$
	14-20-377-010	CADILLAC	Vacant Lot	Once a month	4600	\$	\$	\$	\$	\$	\$
	14-29-180-005	CASS, N	Vacant Lot	Once a month	11056	\$	\$	\$	\$	\$	\$
	14-29-181-002	252 CASS, N	Vacant Lot	Once a month	5477	\$	\$	\$	\$	\$	\$
	14-33-459-002	CENTRAL	Vacant Lot	Once a month	5760	\$	\$	\$	\$	\$	\$
	14-28-105-008	CHAMBERLAIN	Vacant Lot	Once a month	5757	\$	\$	\$	\$	\$	\$
			B	TOTAL COST per MOW							

City of Pontiac 2017 Mowing Services Bid Form Mini Parks and Vacant City Lots										
Sideview No.	Property Location	Category	Max. # of Mows	Approx Sq. Ft.	May 1 to Oct 15 2017 Price per Mow	Total Price per Site for 2017	May 1 to Oct 15 2018 Price per Mow	Total Price per Site for 2018	May 1 to Oct 15 2019 Price per Mow	Total Price per Site for 2019
14-28-105-009	259 CHAMBERLAIN	Vacant Lot	Once a month	4590	\$	\$	\$	\$	\$	\$
14-28-107-008	250 CHAMBERLAIN	Vacant Lot	Once a month	2880	\$	\$	\$	\$	\$	\$
14-28-876-014	217 CHANDLER	Vacant Lot	Once a month	3300	\$	\$	\$	\$	\$	\$
14-21-952-070	CLARENCE	Vacant Lot	Once a month	20639	\$	\$	\$	\$	\$	\$
14-21-353-005	43 CLARENCE	Vacant Lot	Once a month	3287	\$	\$	\$	\$	\$	\$
14-34-104-002	CLIFFORD	Vacant Lot	Once a month	7008	\$	\$	\$	\$	\$	\$
14-31-256-008	CLINTON RIVER	Vacant Lot	Once a month	4370	\$	\$	\$	\$	\$	\$
14-08-455-034	COLGATE, E	Vacant Lot	Once a month	4519	\$	\$	\$	\$	\$	\$
14-28-202-009	72 COURT	Vacant Lot	Once a month	8667	\$	\$	\$	\$	\$	\$
14-29-203-008	34 CROSS	Vacant Lot	Once a month	2726	\$	\$	\$	\$	\$	\$
19-05-256-016	DITMAR	Vacant Lot	Once a month	4483	\$	\$	\$	\$	\$	\$
14-30-454-029	63 DWIGHT	Vacant Lot	Once a month	5580	\$	\$	\$	\$	\$	\$
14-29-233-006	EDISON AND GLADSTONE	Vacant Lot	Once a month	1910	\$	\$	\$	\$	\$	\$
14-33-435-009	491 S EDITH	Vacant Lot	Once a month	2577	\$	\$	\$	\$	\$	\$
		C	TOTAL COST per MOW							

City of Pontiac 2017 Mowing Services Bid Form Mini Parks and Vacant City Lots											
	Sidwell No.	Property Location	Category	Max. # of Mows	Approx Sq. Ft.	May 1 to Oct 15 2017 Price per Mow	Total Price per Site for 2017	May 1 to Oct 15 2018 Price per Mow	Total Price per Site for 2018	May 1 to Oct 15 2019 Price per Mow	Total Price per Site for 2019
	14-33-278-018	EDITH, S	Vacant Lot	Once a month	4822	\$	\$	\$	\$	\$	\$
	14-33-278-019	EDITH, S	Vacant Lot	Once a month	2816	\$	\$	\$	\$	\$	\$
	14-33-278-020	437 ELM	Vacant Lot	Once a month	2007	\$	\$	\$	\$	\$	\$
	14-22-132-014	EMERSON	Vacant Lot	Once a month	6196	\$	\$	\$	\$	\$	\$
	14-33-453-022	347 FERRY	Vacant Lot	Once a month	5236	\$	\$	\$	\$	\$	\$
	14-33-452-023	FERRY	Vacant Lot	Once a month	5265	\$	\$	\$	\$	\$	\$
	14-28-255-015	FIDDIS	Vacant Lot	Once a month	4892	\$	\$	\$	\$	\$	\$
	14-28-255-018	FIDDIS	Vacant Lot	Once a month	4645	\$	\$	\$	\$	\$	\$
	14-28-260-003	FIDDIS	Vacant Lot	Once a month	3822	\$	\$	\$	\$	\$	\$
	14-28-260-004	FIDDIS	Vacant Lot	Once a month	3852	\$	\$	\$	\$	\$	\$
	14-20-453-030	104 FOREST	Vacant Lot	Once a month	3673	\$	\$	\$	\$	\$	\$
	14-20-455-007	FOREST	Vacant Lot	Once a month	7795	\$	\$	\$	\$	\$	\$
	14-20-455-014	FOREST	Vacant Lot	Once a month	13519	\$	\$	\$	\$	\$	\$
	14-20-454-008	75 FOSTER	Vacant Lot	Once a month	3600	\$	\$	\$	\$	\$	\$
			D	TOTAL COST per MOW							

City of Pontiac 2017 Mowing Services Bid Form Mini Parks and Vacant City Lots											
	Sidwell No.	Property Location	Category	Max. # of Mows	Approx Sq. Ft.	May 1 to Oct 15 2017 Price per Mow	Total Price per Site for 2017	May 1 to Oct 15 2018 Price per Mow	Total Price per Site for 2018	May 1 to Oct 15 2019 Price per Mow	Total Price per Site for 2019
	14-29-201-015	9 FOSTER	Vacant Lot	Once a month	3600	\$	\$	\$	\$	\$	\$
	14-29-201-016	7 FOSTER	Vacant Lot	Once a month	3600	\$	\$	\$	\$	\$	\$
	14-33-205-026	172 FRANCIS, S	Vacant Lot	Once a month	4821	\$	\$	\$	\$	\$	\$
	14-28-107-002	34 FRANK	Vacant Lot	Once a month	5242	\$	\$	\$	\$	\$	\$
	14-20-401-007	GARNER	Vacant Lot	Once a month	7881	\$	\$	\$	\$	\$	\$
	14-33-210-010	GOING	Vacant Lot	Once a month	6398	\$	\$	\$	\$	\$	\$
	14-33-210-046	GOING	Vacant Lot	Once a month	4819	\$	\$	\$	\$	\$	\$
	14-33-434-008	GOING	Vacant Lot	Once a month	7364	\$	\$	\$	\$	\$	\$
	14-29-228-012	91 HOWARD, E	Vacant Lot	Once a month	5250	\$	\$	\$	\$	\$	\$
	14-29-228-014	HOWARD, E	Vacant Lot	Once a month	3499	\$	\$	\$	\$	\$	\$
	14-29-129-003	HOWARD, W	Vacant Lot	Once a month	4422	\$	\$	\$	\$	\$	\$
	14-20-331-003	79 HUDSON	Vacant Lot	Once a month	8176	\$	\$	\$	\$	\$	\$
	14-32-210-025	JACKSON	Vacant Lot	Once a month	2392	\$	\$	\$	\$	\$	\$
	14-29-151-015	35 JAMES	Vacant Lot	Once a month	7066	\$	\$	\$	\$	\$	\$
			E	TOTAL COST per MOW							

City of Pontiac 2017 Mowing Services Bid Form Mini Parks and Vacant City Lots											
	Site/Well No.	Property Location	Category	Max. # of Mows	Approx Sq. Ft.	May 1 to Oct 15 2017 Price per Mow	Total Price per Site for 2017	May 1 to Oct 15 2018 Price per Mow	Total Price per Site for 2018	May 1 to Oct 15 2019 Price per Mow	Total Price per Site for 2019
	14-29-152-002	50 JAMES	Vacant Lot	Once a month	5281	\$	\$	\$	\$	\$	\$
	14-28-183-009	JESSIE, N	Vacant Lot	Once a month	4500	\$	\$	\$	\$	\$	\$
	14-28-382-018	JESSIE, S	Vacant Lot	Once a month	4009	\$	\$	\$	\$	\$	\$
	14-33-180-006	JESSIE, S	Vacant Lot	Once a month	4569	\$	\$	\$	\$	\$	\$
	14-29-181-010	JOHNSON, N	Vacant Lot	Once a month	4109	\$	\$	\$	\$	\$	\$
	14-33-228-001	JUDSON	Vacant Lot	Once a month	3473	\$	\$	\$	\$	\$	\$
	14-33-228-003	JUDSON	Vacant Lot	Once a month	4865	\$	\$	\$	\$	\$	\$
	14-20-129-017	KENNETT, W	Vacant Lot	Once a month	4200	\$	\$	\$	\$	\$	\$
	14-20-129-030	KENNETT, W	Vacant Lot	Once a month	998	\$	\$	\$	\$	\$	\$
	14-20-129-031	KENNETT, W	Vacant Lot	Once a month	532	\$	\$	\$	\$	\$	\$
	14-22-129-029	KETTERING	Vacant Lot	Once a month	6081	\$	\$	\$	\$	\$	\$
	14-22-129-031	KETTERING	Vacant Lot	Once a month	5815	\$	\$	\$	\$	\$	\$
	14-22-129-030	KETTERING	Vacant Lot	Once a month	6017	\$	\$	\$	\$	\$	\$
	14-22-129-021	KETTERING	Vacant Lot	Once a month	5002	\$	\$	\$	\$	\$	\$
			F	TOTAL COST per MOW							

City of Pontiac 2017 Mowing Services Bid Form Mini Parks and Vacant City Lots											
	Sidwell No.	Property Location	Category	Max. # of Mows	Approx Sq. Ft.	May 1 to Oct 15 2017 Price per Mow	Total Price per Site for 2017	May 1 to Oct 15 2018 Price per Mow	Total Price per Site for 2018	May 1 to Oct 15 2019 Price per Mow	Total Price per Site for 2019
	14-20-480-002	LEWIS	Vacant Lot	Once a month	5501	\$	\$	\$	\$	\$	\$
	14-22-355-006	MAXWELL	Vacant Lot	Once a month	2645	\$	\$	\$	\$	\$	\$
	14-20-131-016	80 MERRIMAC, N	Vacant Lot	Once a month	3714	\$	\$	\$	\$	\$	\$
	14-20-107-018	MERRIMAC, S	Vacant Lot	Once a month	3902	\$	\$	\$	\$	\$	\$
	14-33-407-024	275 MIDWAY	Vacant Lot	Once a month	6552	\$	\$	\$	\$	\$	\$
	14-33-436-023	445 MIDWAY	Vacant Lot	Once a month	5594	\$	\$	\$	\$	\$	\$
	14-33-476-013	MIDWAY	Vacant Lot	Once a month	5196	\$	\$	\$	\$	\$	\$
	14-33-476-014	MIDWAY	Vacant Lot	Once a month	5191	\$	\$	\$	\$	\$	\$
	15-05-228-030	NEVADA	Vacant Lot	Once a month	4202	\$	\$	\$	\$	\$	\$
	14-28-153-024	116 OAKHILL	Vacant Lot	Once a month	4956	\$	\$	\$	\$	\$	\$
	14-28-153-025	120 OAKHILL	Vacant Lot	Once a month	4656	\$	\$	\$	\$	\$	\$
	14-28-110-028	PADDOCK, N	Vacant Lot	Once a month	3208	\$	\$	\$	\$	\$	\$
	14-28-126-002	PADDOCK, N	Vacant Lot	Once a month	4921	\$	\$	\$	\$	\$	\$
	14-28-153-026	PADDOCK, N	Vacant Lot	Once a month	2576	\$	\$	\$	\$	\$	\$
			G	TOTAL COST per MOW							

City of Pontiac 2017 Mowing Services Bid Form Mini Parks and Vacant City Lots											
	Sidwell No.	Property Location	Category	Max. # of Mows	Approx Sq. Ft.	May 1 to Oct 15 2017 Price per Mow	Total Price per Site for 2017	May 1 to Oct 15 2018 Price per Mow	Total Price per Site for 2018	May 1 to Oct 15 2019 Price per Mow	Total Price per Site for 2019
	14-20-106-006	PARKDALE	Vacant Lot	Once a month	4716	\$	\$	\$	\$	\$	\$
	14-27-331-023	PIKE, E	Vacant Lot	Once a month	3750	\$	\$	\$	\$	\$	\$
	14-29-309-022	83 PRALL	Vacant Lot	Once a month	7997	\$	\$	\$	\$	\$	\$
	14-33-331-009	PROSPECT	Vacant Lot	Once a month	4165	\$	\$	\$	\$	\$	\$
	14-33-333-002	252 PROSPECT	Vacant Lot	Once a month	3903	\$	\$	\$	\$	\$	\$
	14-33-404-033	381 PROSPECT	Vacant Lot	Once a month	10265	\$	\$	\$	\$	\$	\$
	14-33-405-043	PROSPECT	Vacant Lot	Once a month	5094	\$	\$	\$	\$	\$	\$
	14-33-329-004	REABURN	Vacant Lot	Once a month	3313	\$	\$	\$	\$	\$	\$
	14-33-403-010	292 REABURN	Vacant Lot	Once a month	5827	\$	\$	\$	\$	\$	\$
	14-20-383-017	ROSE	Vacant Lot	Once a month	3000	\$	\$	\$	\$	\$	\$
	14-28-407-010	56 ROSELAWN, N	Vacant Lot	Once a month	4759	\$	\$	\$	\$	\$	\$
	14-34-153-026	RUSSELL	Vacant Lot	Once a month	14553	\$	\$	\$	\$	\$	\$
	14-29-326-005	163 SANDERSON	Vacant Lot	Once a month	7520	\$	\$	\$	\$	\$	\$
	14-28-460-012	SANFORD, S	Vacant Lot	Once a month	5503	\$	\$	\$	\$	\$	\$
			H	TOTAL COST per MOW							

City of Pontiac 2017 Mowing Services Bid Form Mini Parks and Vacant City Lots											
	Sidwell No.	Property Location	Category	Max. # of Mows	Approx Sq. Ft.	May 1 to Oct 15 2017 Price per Mow	Total Price per Site for 2017	May 1 to Oct 15 2018 Price per Mow	Total Price per Site for 2018	May 1 to Oct 15 2019 Price per Mow	Total Price per Site for 2019
	14-34-102-007	SEWARD	Vacant Lot	Once a month	7360	\$	\$	\$	\$	\$	\$
	14-34-105-014	SEWARD	Vacant Lot	Once a month	7361	\$	\$	\$	\$	\$	\$
	14-28-403-005	SHIRLEY, N	Vacant Lot	Once a month	4771	\$	\$	\$	\$	\$	\$
	14-28-412-019	SHIRLEY, N	Vacant Lot	Once a month	4759	\$	\$	\$	\$	\$	\$
	14-33-208-017	234 SHIRLEY, S	Vacant Lot	Once a month	3719	\$	\$	\$	\$	\$	\$
	14-33-209-017	SHIRLEY, S	Vacant Lot	Once a month	13541	\$	\$	\$	\$	\$	\$
	14-19-228-013	STANLEY	Vacant Lot	Once a month	7896	\$	\$	\$	\$	\$	\$
	14-28-403-006	TASMANIA, N	Vacant Lot	Once a month	3486	\$	\$	\$	\$	\$	\$
	14-28-109-009	36 TAYLOR	Vacant Lot	Once a month	6348	\$	\$	\$	\$	\$	\$
	14-28-109-013	14 TAYLOR	Vacant Lot	Once a month	4302	\$	\$	\$	\$	\$	\$
	14-29-202-001	89 TREGENT	Vacant Lot	Once a month	3611	\$	\$	\$	\$	\$	\$
	14-33-251-001	WALL	Vacant Lot	Once a month	6894	\$	\$	\$	\$	\$	\$
	14-33-230-005	WITTEMORE	Vacant Lot	Once a month	8760	\$	\$	\$	\$	\$	\$
	14-33-206-029	227 WILLARD	Vacant Lot	Once a month	2952	\$	\$	\$	\$	\$	\$
			I	TOTAL COST per MOW							

City of Pontiac 2017 Mowing Services Bid Form Mini Parks and Vacant City Lots											
	Sidwell No.	Property Location	Category	Max. # of Mows	Approx Sq. Ft.	May 1 to Oct 15 2017 Price per Mow	Total Price per Site for 2017	May 1 to Oct 15 2018 Price per Mow	Total Price per Site for 2018	May 1 to Oct 15 2019 Price per Mow	Total Price per Site for 2019
	14-33-332-034	WILSON, E	Vacant Lot	Once a month	4439	\$	\$	\$	\$	\$	\$
	14-33-405-038	WILSON, E	Vacant Lot	Once a month	5715	\$	\$	\$	\$	\$	\$
	14-33-486-008	426 WILSON, E	Vacant Lot	Once a month	4990	\$	\$	\$	\$	\$	\$
	14-33-436-009	WILSON, E	Vacant Lot	Once a month	5381	\$	\$	\$	\$	\$	\$
	14-33-436-011	WILSON, E	Vacant Lot	Once a month	5231	\$	\$	\$	\$	\$	\$
			J	TOTAL COST per MOW							

The following unit price form to be completed for additional or the deletion of work in accordance with the specifications:

Addition or Deletion	Unit	2017 Price	2018 price	2019 Price
Mowing Services (including trimming)	Square Feet	\$	\$	\$
Edging Services	Lin. Foot	\$	\$	\$

City of Pontiac 2017 Mowing Services Bid Form Mini Parks and Vacant City Lots				
CATEGORY	TOTAL PRICE FOR ALL SITES IN EACH CATEGORY 2017	TOTAL PRICE FOR ALL SITES IN EACH CATEGORY 2018	TOTAL PRICE FOR ALL SITES IN EACH CATEGORY 2019	TOTAL PRICE FOR ALL SITES FOR ALL THREE YEARS
A. Mini Parks Acres	\$ _____	\$ _____	\$ _____	\$ _____
B. Vacant City	\$ _____	\$ _____	\$ _____	\$ _____
C. Vacant City	\$ _____	\$ _____	\$ _____	\$ _____
D. Vacant City	\$ _____	\$ _____	\$ _____	\$ _____
E. Vacant City	\$ _____	\$ _____	\$ _____	\$ _____
F. Vacant City	\$ _____	\$ _____	\$ _____	\$ _____
G. Vacant City	\$ _____	\$ _____	\$ _____	\$ _____
H. Vacant City	\$ _____	\$ _____	\$ _____	\$ _____
I. Vacant City	\$ _____	\$ _____	\$ _____	\$ _____
J. Vacant City	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL ALL CATEGORIES	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL PRICE FOR ALL THREE YEARS FOR ALL CATEGORIES INCLUDED IN BID				\$ _____
				(in words)

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Related Project Experience:

Provide descriptions of current and completed projects your firm has performed that are similar to this project in size, scope and complexity. Information for these projects, limited to the last five (5) years:

1) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

2) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

3) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

If you require more room, please submit information on another sheet.

CITY OF PONTIAC - BID PROPOSAL

I, the undersigned, propose to provide services proposed in this contract as per specifications supplied by the City of Pontiac. No contract is active until a purchase order is issued to the successful bidder.

I further propose to deliver the above-described services for the City of Pontiac in first class operating manner in accordance with all specifications contained herein subject to purchaser's inspection of services performed.

I attest that the bid includes all information necessary for the City of Pontiac to accept bid.

Company Name: _____

Address: _____

Representative Signature: _____

Print Name: _____

Title: _____

Office # _____ Cell # _____

FAX# _____

Federal Tax Identification Number: _____

Date: _____

CONTRACT FOR [TYPE OF SERVICE]

1) Parties. The parties to this contract are the City of Pontiac, Michigan hereinafter referred to as the "City", and [NAME OF CONTRACTOR] hereinafter called the "Contractor".

2) Purpose. The purpose of this contract is for the City to engage the Contractor to provide [TYPE OF SERVICE] to the City (see Scope of Services below).

3) Scope of Services. The Contractor will provide all labor, materials, supplies, equipment and supervision to perform [TYPE OF SERVICE] in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.

4) General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in the Scope of Services (see Exhibit "A" below) and Additional Terms and Conditions (see Exhibit "B" below).

5) Consideration. As consideration for the performance of the services referenced in the Scope of Services (see Exhibits "A" & "B" below), the City agrees to compensate the Contractor as follows:

[INSERT PAYMENT TERMS PER CONTRACT]

6) Period of Performance. This contract will become effective for the period beginning [TIME PERIOD], with [ANY RENEWAL OPTIONS] upon the approval and signature of the parties hereto.

7) Method of Payment. Contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice.

8) Applicable Law. This contract shall be governed by and construed in accordance with the laws of the City of Pontiac, State of Michigan and applicable federal laws.

9) Compliance with Laws. The Contractor understands that the City is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Michigan, and City of Pontiac laws and regulations, as now existing and as may be amended or modified.

The Contractor is responsible for instructing and training their employees in appropriate safety measures. Employees will be responsible for maintaining a safe work environment while completing their tasks.

- a) The Contractor shall comply with the Michigan Right to Know Law (Amendments to Act 154), which requires that all employers within the State comply with federal Hazard Communications Standards (C.F.R. 1910.1200) and certain additional guidelines as of February 25, 1987. These Standards specify that employers develop a written hazard communication program, which is to be made available for workers or their designated representatives.
- b) The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act
- c) The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.

10) Requirements contract. During the period of the contract, the Contractor shall provide all the services described in the contract. The Contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the Contractor if no services are required.

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor shall provide [TYPE OF SERVICE].

Except as otherwise provided herein, Contractor shall furnish all labor, supervision and services necessary to properly execute and complete the work.

[INSERT SPECIFICS OF RFP HERE]

EXHIBIT "B"

ADDITIONAL TERMS AND CONDITIONS

- 1) Attorneys' fees and expenses. Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligation under this contract, the Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the City in enforcing this contract or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the City be obligated to pay any attorneys' fees or costs of legal action to the Contractor.
- 2) Authority to contract. The Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this contract; (b) that it is qualified to do business and in good standing in the State of Michigan; (c) that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this contract.
- 3) Confidential information. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the City shall result in the immediate termination of this contract.
- 4) Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that the City of Pontiac is a public City of the State of Michigan and is subject to the laws regarding confidentiality. If a public records request is made for any information provided to the City pursuant to the contract, the City shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the contract shall be liable to the other party for disclosures of information required by court order or required by law.
- 5) Contractor personnel. The City shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the City reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor. Contractor personnel are subject to background checks by the Oakland County Sheriff Department and shall comply with all requirements as outlined in the Request for Quote.

- 6) Insurance. The Contractor shall not commence work under this contract until it has obtained the required insurance under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with carriers acceptable to the City of Pontiac:
- a) Workers' Compensation Insurance. The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee.
 - b) Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit. Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
 - c) Motor Vehicle Liability. The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$2,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d) Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers.
 - e) Cancellation Notice: All policies described above shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City Administrator for the City of Pontiac.
 - f) Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time the contracts are returned for execution, certificates for all coverage listed above.
 - g) Expiration of Policies: If any of the above coverage lapses during term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Pontiac at least ten (10) days prior to the expiration date.

- h) Indemnification: To the extent permitted by law, the towing Contractor shall indemnify and hold the City harmless of and from all claims, losses, liability, demands, costs, loss of service, expense, and compensation on account of or in any way growing out of any damage, including, but not limited to, bodily injury or property damage which may result from the towing Contractor's towing services. In addition, the towing Contractor shall cover all costs incurred by the City in defense of any litigation covered under this letter of contract, including attorney fees and court costs.
- i) Insurance companies, named insureds and policy forms shall be subject to the approval of the Pontiac Department of Public Works. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions, which reduce coverage provided to the City of Pontiac. Contractor shall be responsible to the City of Pontiac or insurance companies insuring the City of Pontiac for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Pontiac Finance Department with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Finance Department.
- j) No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Finance Department. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Finance Department with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Pontiac Finance Department, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.
- 7) Ineligibility and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently ineligible, suspended, proposed for ineligibility, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the City or any political subdivision of the City or the State of Michigan; (b) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this

certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

8) Disclosure of confidential information. In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this contract.

9) Exceptions to confidential information. The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party's prior written consent.

10) Default. If the Contractor:

- a) Fails to supply complete labor and supervision in sufficient time and quantity to meet the City's progress schedule, as it may be modified;
- b) Causes stoppage or delay of, or interference with, the project;
- c) Fails to promptly pay its employees for work on the project;
- d) Fails to pay worker's compensation or other employee benefits, withholding or any other taxes;
- e) Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;
- f) Makes unauthorized changes in supervisory personnel;
- g) Fails in performance or observance of any of the provisions of the contract;
- h) Files a voluntary petition in bankruptcy or is adjudicated insolvent;

- i) Obtains an order for relief under Section 301 of the Bankruptcy Code;
- j) Files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;
- k) Or seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property;
- l) Makes an assignment for the benefit of creditors; or
- m) Makes an admission, in writing, of its inability to pay its debts as they became due;

Then City, after giving Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

- a) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
- b) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder;
 - i) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and
 - ii) Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

11) Failure to enforce. Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to

enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

- 12) Final payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the City a release of all claims against the City arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the City's claims against the Contractor under this contract.
- 13) Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the contract.
- 14) Indemnification. To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the City's concurrence, which the City shall not unreasonably withhold.
- 15) Independent contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City,

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

[CONTRACTOR]

DATE

Sign: _____

Print: _____

Title: _____

City of Pontiac

DATE

Sign: _____

Print: _____

Title: _____

the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates, or shall be deemed to create, a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City or the State of Michigan. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the City and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including worker's compensation, normally provided by the City for its employees.

16) No limitation of liability. Nothing in this contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.

17) Notices. All notices required or permitted to be given under this contract shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the Pontiac City Clerk's Office to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: [INSERT ADDRESS]

For the City: [INSERT ADDRESS AND DEPARTMENT]

18) Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the City and agreed to by the Contractor.

19) Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the

Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.

- 20) Priority. The contract consists of this contract with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this contract with exhibits and, if still unresolved, by reference to the bid. Omission of any term or obligation from this contract shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- 21) Quality control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
- 22) Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three years after final payment is made under this contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.
- 23) Recovery of money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.
- 24) Right to audit. The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent

three-year period for examination, transcription, and audit by the Michigan Office of the State Auditor, its designees, or other authorized bodies.

25) Right to inspect facility. The City may, at reasonable times, inspect the place of business of the Contractor or any subcontractor, which is related to the performance of any contract awarded by the City.

26) Severability. If any part of this contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

27) City property. The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.

28) Termination for convenience clause.

- a) The City reserves the absolute right to terminate the contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Contractor. The City has the right, upon its sole discretion only, to terminate the contract with cause by giving notice to the Contractor of such termination, specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination, and the Contract shall terminate in all respects as if such date were the date originally given for the expiration of the Contract.
- b) The Contractor shall be liable to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and any costs the City might incur enforcing or attempting to enforce the Contract, and the City may pursue legal remedies in the collection of fees to compensate for the damages sustained by the City.
- c) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State of Michigan. The Contractor

shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

29) Termination for default clause.

- a) Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
- c) Compensation. Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- d) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State of Michigan and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet

the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).

e) **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience by the City, be the same as if the notice of termination had been issued pursuant to such clause.

f) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

30) **Termination upon bankruptcy.** This contract may be terminated in whole or in part by the City upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

31) **Third party action notification.** The Contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this contract.

32) **Unsatisfactory work.** If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City of Pontiac, the Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

33) **Waiver.** No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder

or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

34) Taxes and Contributions. The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:

- a) Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.

Web page URL: http://www.pontiac.mi.us/departments/income_tax/index.php

Tax forms URL: http://www.pontiac.mi.us/departments/income_tax/tax_forms.php

- b) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed or engaged in the work to be performed and furnished under this contract.
- c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of this work or the acquisition, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.

35) Bonds. The Contractor is required to execute bonds, with sureties acceptable to the City, as identified in the specifications, all of which are incorporated into this agreement.