City of Birmingham
A Walkable Community

MEMORANDUM

Department of Public Services

DATE: **March 30, 2017**

TO: **Joseph A. Valentine, City Manager**

FROM: **Lauren A. Wood, Director of Public Services**

SUBJECT: **Parks and City Property Lawn & Landscape Maintenance Services**

Sealed bids were opened on Thursday, March 9, 2017 for the Parks and City Property Lawn and Landscape Maintenance Services Contract. The request for proposal (RFP) was entered into the Michigan Inter-governmental Trade Network (MITN) purchasing system. Four (4) vendors responded submitting the results attached.

The lawn care maintenance contract ended November 15, 2016. It was originally a four year contract for these services beginning in 2011 with a two year extension exercised during 2014. The annual amount the last two years was $145,690 plus any additional charges for fertilization and mowing lots for noxious weeds. During 2015-2016 the total paid for all of the services was $153,757. The vendor for the past six years was Birmingham Lawn.

Over the past several years, there has been a steady increase in the services necessary to maintain the community at large. The selected vendor for this contract will maintain approximately 200 acres of City owned property. This includes over 25 parks, City facilities, street right-of-ways and well sites. Not only will the contractor cut grass, but also be responsible for spring and fall cleanup, and shall maintain a neat and clean appearance of all properties which involves weeding as needed, blowing off sidewalks, tennis courts, benches, and other park furnishings, and edging of sidewalks and curbs.

In addition, new for this contract, we have added the landscape maintenance of several landscape beds located at selected parks and properties such as Barnum Park and Booth Park. This contract also includes the landscape maintenance, mowing, and fertilizing and weed control for Woodward Median. Lastly, the mowing of grass and noxious weeds for residential and commercial lots in violation of City ordinance is part of this agreement. A cost proposal for Fertilizing and Weed control for all properties was requested as well and this service will be initiated by the City on an as-needed basis. Both of the services for lawn mowing properties in violation of the City Code and treating properties for fertilization and weed control are performed only by the Contractor at our direction. These are costs in addition to the base annual amount for lawn mowing and landscape services. At the City's option, the contract may be extended for an additional two (2) years. A bid price comparison chart is shown at the end of this report.

The Department of Public Services recommends awarding this bid to Progressive Irrigation, Inc. DBA Pro Turf Management Lawn based on being the lowest qualified bidder and favorable reference checks. Progressive Irrigation is the current contractor for Irrigation Services with the

City of Birmingham. Additional references provided include White Lake Township, Clarkston Community Schools, Kroger Co of Michigan and Lake Orion Community Schools.

Funds are available from a variety of accounts for the performance of these services; Local Streets, Contract Maintenance: 203-449.003-937.0400; Major Streets, Contract Maintenance: 202-449.003-937.0400; Parks, Other Contractual Services: 101-751.000-811.0000; Property Maintenance, Other Contractual Services: 101-441.003-811.0000; Wells and Controls, Other Contractual Services: 591-537.002-811.0000.

SUGGESTED RESOLUTION:
To award the Parks and City Property Lawn and Landscape Services Contract to Progressive Irrigation, Inc. DBA Pro Turf Management Lawn for a four (4) year Agreement in the amount of $541,320.00 plus amounts for ordinance enforcement and fertilization/weed control services. Funds are available in each of the following accounts: Local Streets, Contract Maintenance: 203-449.003-937.0400; Major Streets, Contract Maintenance: 202-449.003-937.0400; Parks, Other Contractual Services: 101-751.000-811.0000; Property Maintenance, Other Contractual Services: 101-441.003-811.0000; Wells and Controls, Other Contractual Services: 591-537.002-811.0000**.** Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of required insurances.

	Progressive Irrigation, Inc	Xpert Lawn & Snow	Birmingham Lawn Maintenance & Snow Removal, Inc	Premier Group Associates (PGA)
Year 1 Total	$ 135,330.00	$ 158,590.00	$ 201,123.00	$ 273,545.00
Year 2 Total	$ 135,330.00	$ 161,290.00	$ 201,123.00	$ 273,545.00
Year 3 Total	$ 135,330.00	$ 161,310.00	$ 201,123.00	$ 273,545.00
Year 4 Total	$ 135,330.00	$ 161,290.00	$ 201,123.00	$ 273,545.00
4 Year Total:	$ 541,320.00	$ 642,480.00	$ 804,492.00	$ 1,094,180.00

Year 1	Progressive Irrigation, Inc d/b/a Pro Turf Management Lawn	Xpert Lawn & Snow	Birmingham Lawn Maintenance & Snow	Premier Group Associates (PGA)
Parks				
Mowing (30 cuts)	$ 71,250.00	$ 62,640.00	$ 79,500.00	$ 110,700.00
Bed Maintenance	$ 1,350.00	$ 2,300.00	$ 12,630.00	$ 4,000.00
Mulch	$ 6,330.00	$ 18,050.00	$ 10,320.00	$ 5,255.00
Spring Cleanup	$ 1,710.00	$ 3,550.00	$ 5,234.00	$ 3,685.00
Fall Cleanup	$ 1,710.00	$ 9,250.00	$ 9,965.00	$ 3,685.00
City Properties				
Mowing (30 cuts)	$ 10,050.00	$ 12,240.00	$ 22,350.00	$ 26,940.00
Spring Cleanup	$ 630.00	$ 560.00	$ 520.00	$ 560.00
Fall Cleanup	$ 630.00	$ 1,410.00	$ 2,495.00	$ 560.00
Well Sites				
Mowing (30 cuts)	$ 5,700.00	$ 7,200.00	$ 7,380.00	$ 10,410.00
Spring Cleanup	$ 540.00	$ 290.00	$ 710.00	$ 275.00
Fall Cleanup	$ 540.00	$ 640.00	$ 893.00	$ 275.00
Local Streets				
Mowing (30 cuts)	$ 4,050.00	$ 3,450.00	$ 6,390.00	$ 9,450.00
Spring Cleanup	$ 810.00	$ 100.00	$ 436.00	$ 235.00
Fall Cleanup	$ 810.00	$ 200.00	$ 436.00	$ 235.00
Major Streets				
Mowing (30 cuts)	$ 11,700.00	$ 13,200.00	$ 17,940.00	$ 42,300.00
Spring Cleanup	$ 1,620.00	$ 560.00	$ 921.00	$ 1,640.00
Fall Cleanup	$ 1,620.00	$ 1,150.00	$ 979.00	$ 1,940.00
Woodward				
Mowing (30 cuts)	$ 7,050.00	$ 10,500.00	$ 8,130.00	$ 33,000.00
Bed Maintenance	$ 450.00	$ 600.00	$ 4,900.00	$ 3,300.00
Mulch	$ 960.00	$ 5,000.00	$ 1,800.00	$ 4,000.00
Fert/Weed Control	$ 300.00	$ 400.00	$ 360.00	$ 2,100.00
Annual Flowers/Bed Prep	$ 5,160.00	$ 3,900.00	$ 5,500.00	$ 6,000.00
Spring Cleanup	$ 180.00	$ 400.00	$ 667.00	$ 1,000.00
Fall Cleanup	$ 180.00	$ 1,000.00	$ 667.00	$ 2,000.00
Year 1 Total	$ 135,330.00	$ 158,590.00	$ 201,123.00	$ 273,545.00

Grass & Noxious Weeds	Small $25.00, Large $37.00	Small $25.00, Large $50.00	Small $39.00, Large $49.00	Small $50.00, Large $75.00
Fert/Weed Control per property (range)	$15.00-$1250.00	$2.50-$1200.00	$15.00-$918.00	$40.00-$2970.00

Year 2	Progressive Irrigation, Inc d/b/a Pro Turf Management Lawn	Xpert Lawn & Snow	Birmingham Lawn Maintenance & Snow	Premier Group Associates (PGA)
Parks				
Mowing (30 cuts)	$ 71,250.00	$ 62,640.00	$ 79,500.00	$ 110,700.00
Bed Maintenance	$ 1,350.00	$ 2,300.00	$ 12,630.00	$ 4,000.00
Mulch	$ 6,330.00	$ 20,750.00	$ 10,320.00	$ 5,255.00
Spring Cleanup	$ 1,710.00	$ 3,550.00	$ 5,234.00	$ 3,685.00
Fall Cleanup	$ 1,710.00	$ 9,250.00	$ 9,965.00	$ 3,685.00
City Properties				
Mowing (30 cuts)	$ 10,050.00	$ 12,240.00	$ 22,350.00	$ 26,940.00
Spring Cleanup	$ 630.00	$ 560.00	$ 520.00	$ 560.00
Fall Cleanup	$ 630.00	$ 1,410.00	$ 2,495.00	$ 560.00
Well Sites				
Mowing (30 cuts)	$ 5,700.00	$ 7,200.00	$ 7,380.00	$ 10,410.00
Spring Cleanup	$ 540.00	$ 290.00	$ 710.00	$ 275.00
Fall Cleanup	$ 540.00	$ 640.00	$ 893.00	$ 275.00
Local Streets				
Mowing (30 cuts)	$ 4,050.00	$ 3,450.00	$ 6,390.00	$ 9,450.00
Spring Cleanup	$ 810.00	$ 100.00	$ 436.00	$ 235.00
Fall Cleanup	$ 810.00	$ 200.00	$ 436.00	$ 235.00
Major Streets				
Mowing (30 cuts)	$ 11,700.00	$ 13,200.00	$ 17,940.00	$ 42,300.00
Spring Cleanup	$ 1,620.00	$ 560.00	$ 921.00	$ 1,640.00
Fall Cleanup	$ 1,620.00	$ 1,150.00	$ 979.00	$ 1,940.00
Woodward				
Mowing (30 cuts)	$ 7,050.00	$ 10,500.00	$ 8,130.00	$ 33,000.00
Bed Maintenance	$ 450.00	$ 600.00	$ 4,900.00	$ 3,300.00
Mulch	$ 960.00	$ 5,000.00	$ 1,800.00	$ 4,000.00
Fert/Weed Control	$ 300.00	$ 400.00	$ 360.00	$ 2,100.00
Annual Flowers/Bed Prep	$ 5,160.00	$ 3,900.00	$ 5,500.00	$ 6,000.00
Spring Cleanup	$ 180.00	$ 400.00	$ 667.00	$ 1,000.00
Fall Cleanup	$ 180.00	$ 1,000.00	$ 667.00	$ 2,000.00
Year 2 Total	$ 135,330.00	$ 161,290.00	$ 201,123.00	$ 273,545.00

Grass & Noxious Weeds	Small $25.00, Large $37.00	Small $25.00, Large $50.00	Small $39.00, Large $49.00	Small $50, Large $75.00
Fert/Weed Control per property (range)	$15.00-$1250.00	$2.50-$1200.00	$15.00-$918.00	$40.00-$2970.00

Year 3	Progressive Irrigation, Inc d/b/a Pro Turf Management Lawn	Xpert Lawn & Snow	Birmingham Lawn Maintenance & Snow	Premier Group Associates (PGA)
Parks				
Mowing (30 cuts)	$ 71,250.00	$ 62,640.00	$ 79,500.00	$ 110,700.00
Bed Maintenance	$ 1,350.00	$ 2,300.00	$ 12,630.00	$ 4,000.00
Mulch	$ 6,330.00	$ 20,750.00	$ 10,320.00	$ 5,255.00
Spring Cleanup	$ 1,710.00	$ 3,550.00	$ 5,234.00	$ 3,685.00
Fall Cleanup	$ 1,710.00	$ 9,250.00	$ 9,965.00	$ 3,685.00
City Properties				
Mowing (30 cuts)	$ 10,050.00	$ 12,240.00	$ 22,350.00	$ 26,940.00
Spring Cleanup	$ 630.00	$ 580.00	$ 520.00	$ 560.00
Fall Cleanup	$ 630.00	$ 1,410.00	$ 2,495.00	$ 560.00
Well Sites				
Mowing (30 cuts)	$ 5,700.00	$ 7,200.00	$ 7,380.00	$ 10,410.00
Spring Cleanup	$ 540.00	$ 290.00	$ 710.00	$ 275.00
Fall Cleanup	$ 540.00	$ 640.00	$ 893.00	$ 275.00
Local Streets				
Mowing (30 cuts)	$ 4,050.00	$ 3,450.00	$ 6,390.00	$ 9,450.00
Spring Cleanup	$ 810.00	$ 100.00	$ 436.00	$ 235.00
Fall Cleanup	$ 810.00	$ 200.00	$ 436.00	$ 235.00
Major Streets				
Mowing (30 cuts)	$ 11,700.00	$ 13,200.00	$ 17,940.00	$ 42,300.00
Spring Cleanup	$ 1,620.00	$ 560.00	$ 921.00	$ 1,640.00
Fall Cleanup	$ 1,620.00	$ 1,150.00	$ 979.00	$ 1,940.00
Woodward				
Mowing (30 cuts)	$ 7,050.00	$ 10,500.00	$ 8,130.00	$ 33,000.00
Bed Maintenance	$ 450.00	$ 600.00	$ 4,900.00	$ 3,300.00
Mulch	$ 960.00	$ 5,000.00	$ 1,800.00	$ 4,000.00
Fert/Weed Control	$ 300.00	$ 400.00	$ 360.00	$ 2,100.00
Annual Flowers/Bed Prep	$ 5,160.00	$ 3,900.00	$ 5,500.00	$ 6,000.00
Spring Cleanup	$ 180.00	$ 400.00	$ 667.00	$ 1,000.00
Fall Cleanup	$ 180.00	$ 1,000.00	$ 667.00	$ 2,000.00
Year 3 Total	$ 135,330.00	$ 161,310.00	$ 201,123.00	$ 273,545.00

Grass & Noxious Weeds	Small $25.00, Large $37.00	Small $25.00, Large $50.00	Small $39.00, Large $49.00	Small $50, Large $75.00
Fert/Weed Control per property (range)	$15.00-$1250.00	$2.50-$1200.00	$15.00-$918.00	$40.00-$2970.00

Year 4	Progressive Irrigation, Inc d/b/a Pro Turf Management Lawn	Xpert Lawn & Snow	Birmingham Lawn Maintenance & Snow	Premier Group Associates (PGA)
Parks				
Mowing (30 cuts)	$ 71,250.00	$ 62,640.00	$ 79,500.00	$ 110,700.00
Bed Maintenance	$ 1,350.00	$ 2,300.00	$ 12,630.00	$ 4,000.00
Mulch	$ 6,330.00	$ 20,750.00	$ 10,320.00	$ 5,255.00
Spring Cleanup	$ 1,710.00	$ 3,550.00	$ 5,234.00	$ 3,685.00
Fall Cleanup	$ 1,710.00	$ 9,250.00	$ 9,965.00	$ 3,685.00
City Properties				
Mowing (30 cuts)	$ 10,050.00	$ 12,240.00	$ 22,350.00	$ 26,940.00
Spring Cleanup	$ 630.00	$ 560.00	$ 520.00	$ 560.00
Fall Cleanup	$ 630.00	$ 1,410.00	$ 2,495.00	$ 560.00
Well Sites				
Mowing (30 cuts)	$ 5,700.00	$ 7,200.00	$ 7,380.00	$ 10,410.00
Spring Cleanup	$ 540.00	$ 290.00	$ 710.00	$ 275.00
Fall Cleanup	$ 540.00	$ 640.00	$ 893.00	$ 275.00
Local Streets				
Mowing (30 cuts)	$ 4,050.00	$ 3,450.00	$ 6,390.00	$ 9,450.00
Spring Cleanup	$ 810.00	$ 100.00	$ 436.00	$ 235.00
Fall Cleanup	$ 810.00	$ 200.00	$ 436.00	$ 235.00
Major Streets				
Mowing (30 cuts)	$ 11,700.00	$ 13,200.00	$ 17,940.00	$ 42,300.00
Spring Cleanup	$ 1,620.00	$ 560.00	$ 921.00	$ 1,640.00
Fall Cleanup	$ 1,620.00	$ 1,150.00	$ 979.00	$ 1,940.00
Woodward				
Mowing (30 cuts)	$ 7,050.00	$ 10,500.00	$ 8,130.00	$ 33,000.00
Bed Maintenance	$ 450.00	$ 600.00	$ 4,900.00	$ 3,300.00
Mulch	$ 960.00	$ 5,000.00	$ 1,800.00	$ 4,000.00
Fert/Weed Control	$ 300.00	$ 400.00	$ 360.00	$ 2,100.00
Annual Flowers/Bed Prep	$ 5,160.00	$ 3,900.00	$ 5,500.00	$ 6,000.00
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ATTACHMENT A - AGREEMENT

For Parks and City Property Lawn and Landscape Maintenance Services

This AGREEMENT, made this _____day of _____, 2017, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Progressive Irrigation, Inc. d/b/a Pro Turf Management Lawn , having its principal office at 4280 Matthew Lane, White Lake, MI 48383 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Department of Public Services, is desirous of having lawn and landscape services performed at various parks and city property in the City of Birmingham, as well as having grass mowed and trimmed for certain private lots that are determined by the Department of Public Services to be in violation of the City's Grass and Noxious Weeds ordinance, performed on its behalf.

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform lawn and landscape services, and private lot mowing for properties deemed by the City of Birmingham as in violation of the City's ordinance, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform lawn and landscape services and private lot mowing.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide landscape services and the Contractor's cost proposal dated March 9, 2017 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. The Contractor agrees to provide the labor, material, supplies, and equipment necessary to perform the lawn and landscape services and private lot mowing in accordance with the specifications and conditions contained in the RFP documents for a period of four (4) years/mowing seasons, commencing on April 15, 2017 and ending on November 15, 2020. Thereafter, at the option of the City, and agreement by Contractor, this Agreement shall renew for a successive two-year period unless the City terminates this Agreement by providing written notice to the Contractor prior to the expiration of the initial term or any renewal term.

3. The City shall have the right to terminate this Agreement prior to the end of the initial term or any of the renewal terms without cause. If the City terminates this Agreement prior to the end of any term, the City shall provide Contractor with 10 days written notice of the early termination. Any claims or fees that Contractor is working on collecting on behalf of the City, and Contractor shall continue to collect such fees and process same pursuant to the terms and conditions of this Agreement through the date of notice of early termination.

4. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed $541, 320.00 as set forth in the Contractor's March 9, 2017 cost proposal.

5. The Contractor agrees that it will apply for and secure all permits and approvals as may be required from the City in accordance with the provisions of applicable laws and ordinances of the City, State of Michigan and/or Federal agencies.

6. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.

7. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

8. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor 's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

9. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the

confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

10. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

11. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

12. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

13. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

14. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

15. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

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

    B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an

"Occurrence Basis" with limits of liability not less than **$1,000,000** per occurrence 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.

C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 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 *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

E. Professional Liability: Professional liability insurance with limits of not less than $1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than $1,000,000, per occurrence preferred, but claims made accepted.

G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than $3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

H. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

I. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
5) If so requested, Certified Copies of all policies mentioned above will be furnished.

J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.

K. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

16. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

17. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one

percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

18. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

19. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

    City of Birmingham
    Attn: Lauren Wood, Director of Public Services
    851 South Eton
    Birmingham, MI 48009

20. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used or three arbitrators in the event any party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.
21. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

WITNESSES:

_____

_____

_____

CONTRACTOR

By: _____

Its:

CITY OF BIRMINGHAM

By: _____
Mark Nickita
Its: Mayor

By: _____
J. Cherilynn Brown
Its: City Clerk

Approved:

_____
Lauren A. Wood, Director of Public Services
(Approved as to substance)

_____
Mark Gerber, Director of Finance
(Approved as to financial obligation)

_____
Timothy J. Currier, City Attorney
(Approved as to form)

_____
Joseph A. Valentine, City Manager
(Approved as to substance)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/28/2017

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

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

PRODUCER
VTC Insurance Group
Troy Office
1175 W. Long Lake Ste. 200
Troy MI 48098-4960

CONTACT NAME:
PHONE (A/C, No, Ext): (248) 828-3377 FAX (A/C, No): (248) 828-3741
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Michigan Millers Mutual Ins Co	14508
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Progressive Irrigation Inc.
DBA: Pro Turf Management Lawn
4280 Matthew Lane
White Lake, MI 48383

COVERAGES CERTIFICATE NUMBER: 16-17 Master Liab REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X		C0515113	10/15/2016	10/15/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS	X		C0515113	10/15/2016	10/15/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist	$
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 10,000			L0105503	10/15/2016	10/15/2017	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		W0513107	10/15/2016	10/15/2017	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Pesticide/Herbicide Applicator Coverage			C0515113	10/15/2016	10/15/2017	Limit	Included

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

Where required by written contract, the City of Birmingham, including all elected & appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof is additional insured for General Liability (GL) arising out of ongoing & completed operations on a primary & non-contributory basis and additional insured as respects Automobile liability. Umbrella/Excess liability coverage follows form over GL, Auto & Employers Liability. Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder; however, failure to do so will impose no liability of any kind upon the insurer or its agents or

CERTIFICATE HOLDER

City of Birmingham
151 Martin St
Birmingham, MI 48012-3001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alan Chandler/V610 Alan P. Chandler

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ATTACHMENT B - BIDDER'S AGREEMENT

For Parks and City Property Lawn and Landscape Maintenance Services

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Kim Brenner	03.08.2017
BID PREPARED BY (Print Name)	**DATE**
Commerical Account Manager	03.08.2017
TITLE	**DATE**
K. Brenner	kim@progressiveirrigation.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
Progressive Irrigation, Inc.	
COMPANY	
4280 Matthew Lane, White Lake MI 48383	248.889.9067
ADDRESS	**PHONE**
N/A	
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For Parks and City Property Lawn and Landscape Maintenance Services

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

Kim Brenner	03.08.2017
PREPARED BY (Print Name)	**DATE**
Commercial Account Manager	03.08.2017
TITLE	**DATE**
K Brenner	kim@progressiveirrigation.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
Progressive Irrigation, Inc.	
COMPANY	
4280 Matthew Lane, White Lake MI 48383	248.889.9067
ADDRESS	**PHONE**
N/A	
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	
38-3475366	
TAXPAYER I.D.#	