

**CONTRACT**

THIS AGREEMENT is made on the 26 day of May, 2015, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and KBK Landscaping, Inc., 9685 W US Hwy 12, Saline, MI 48176 ("Contractor")

a corporation organized and doing business under the laws of the State of Michigan

(An individual/partnership/corporation, include state of incorporation and address)

Based upon the mutual promises below, the Contractor and the City agree as follows:

**ARTICLE I - Scope of Work**

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled "Seasonal Mowing Services" in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

- |                                  |                         |
|----------------------------------|-------------------------|
| City Nondiscrimination Ordinance | General Conditions      |
| Living Wage Declaration of       | Standard Specifications |
| Compliance Forms (if applicable) | Detailed Specifications |
| Vendor Conflict of Interest Form | Plans                   |
| Bid Forms                        | Addenda                 |
| Contract and Exhibits            |                         |
| Bonds                            |                         |

**ARTICLE II - Definitions**

Administering Service Area/Unit means Public Services

Project means Seasonal Mowing Services, ITB No. 4364

**ARTICLE III - Time of Completion**

The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.

**ARTICLE IV - The Contract Sum**

- (A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Forms attached hereto.
- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the City but not required by the Contract Documents. Increases or decreases shall be determined only by written agreement between the City and Contractor.

business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

#### **ARTICLE IX - Indemnification**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

#### **ARTICLE X - Severability**

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

#### **ARTICLE XI - Entire Agreement**

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into

this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall

confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

FOR CONTRACTOR

By [Signature]

Its: President

FOR THE CITY OF ANN ARBOR

By Christopher Taylor

Christopher Taylor, Mayor

By Jacqueline Beaudry

Jacqueline Beaudry, City Clerk

Approved as to substance

By Steven Powers

Steven D. Powers, City Administrator

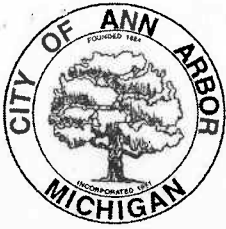
By Craig Hupy

Craig Hupy, P.E.  
Public Service Area Administrator

Approved as to form and content

[Signature]

Stephen K. Postema, City Attorney



## CITY OF ANN ARBOR

Finance and Administrative Services, Purchasing  
301 E. Huron Street  
P.O. Box 8647, Ann Arbor, MI 48107  
Phone: (734) 794-6500  
Fax: (734) 994-2777  
[www.a2gov.org](http://www.a2gov.org)

### Additional Locations for ITB# 4364 – Seasonal Mowing Services

The following locations below have been added to the Section D - Parks - Other Locations to contractor KBK Landscaping per e-mail exchange and maps attached hereto:

#### 5 W. Eden

Must mow, trim, and remove litter for fourteen (14) cycles during each growing season at  
 $\$40 \text{ per cycle} \times 14 = \$560.00.$

#### Washtenaw Bike Path

Must mow, trim, and remove litter for fourteen (14) cycles during each growing season at  
 $\$145 \text{ per cycle} \times 14 = \$2,030.00.$



INVITATION TO BID

ITB# 4364

**Seasonal Mowing Services**



Proposal Due Date: February 12, 2015 on or before 2:00 P.M. (Local Time)

Public Services Area

Issued By:

City of Ann Arbor  
Procurement Unit  
301 E. Huron Street  
Ann Arbor, MI 48104

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## ADVERTISEMENT FOR SEASONAL MOWING SERVICES

### PUBLIC SERVICES AREA CITY OF ANN ARBOR ITB # 4364

Sealed Bids will be received by the City of Ann Arbor Customer Service Desk, First (1st) Floor, Guy Larcom City Hall, on or before February 12, 2015 by 2:00 PM for Seasonal Mowing Service. Bids will be publicly opened and read aloud at this time.

Work to be done includes mowing of properties identified on the City's area maps inclusive of State Trunk Lines. The specifications referred to herein are used to detail the work to be performed. No pre-bid meeting will be held for this Project.

Bid documents, specifications, and addenda, with the exception of the Plans, shall be downloaded by bidders at either of the following websites: Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) or City of Ann Arbor Purchasing website: [www.A2gov.org](http://www.A2gov.org). It is the bidder's responsibility to verify they have obtained all information before submitting a bid.

Each Bid shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total of the bid price. A Bid, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

Precondition for entering into a Contract with the City of Ann Arbor is compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor (Nondiscrimination by City Contractors). The successful Bidder may also be required to comply with applicable prevailing wage requirements and/or Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the Contract Documents. All bidders are required to complete and submit the City of Ann Arbor Conflict of Interest Disclosure Form with the bid.

After the time of opening, no Bid may be withdrawn for a period of sixty (60) days. The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest. The decision of the City of Ann Arbor shall be final as to what constitutes acceptable deviations from the specifications.

Questions regarding this project may be submitted in writing via email to [mberryman@a2gov.org](mailto:mberryman@a2gov.org). Questions by telephone call are prohibited. The deadline for questions shall be February 3, 2015 before 10:00am. Questions will not be accepted after this date.

## **INSTRUCTIONS TO BIDDERS**

### **General**

Work to be done under this Contract is generally described through the scope of work and must be completed fully in accordance with the contract documents. All work to be done under this Contract is located in or near the City of Ann Arbor. All work must be approved in writing from the Administering Services Area prior to execution.

The City shall make available to all prospective Bidders, prior to receipt of the Bids, access to the area in which the work is to be performed. Advance notice should be given to the Administering Service Area/Unit in cases where access to the site must be arranged by the City.

Any Bid which does not conform fully to these instructions may be rejected.

### **Preparation of Bids**

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. Include all forms required for completing in the Bid Form section not as part of detailed specs, including references. If forms are not fully completed and submitted in the manner specified in the Bid Specifications it may disqualify the bid.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

### **Questions or Clarification on ITB Specifications**

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before 10 a.m. on February 3, 2015 and should be addressed as follows:

Specification/Scope of Work questions emailed to [TPennington@a2gov.org](mailto:TPennington@a2gov.org)

Bid Process and HR Compliance questions emailed to [MBerryman@a2gov.org](mailto:MBerryman@a2gov.org)

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of [MBerryman@a2gov.org](mailto:MBerryman@a2gov.org) after discovery as quickly as possible. Further, the contractor and/or service provide shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

## **Addenda**

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) and/or City of Ann Arbor web site [www.A2gov.org](http://www.A2gov.org) for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

## **Bid Submission**

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **February 12, 2015 at 2:00 p.m.** (Local Time). Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and two (2) Bid copies in a sealed envelope clearly marked: **ITB No. 4364 – Seasonal Mowing Services.**

### **Bids must be addressed and delivered to:**

City of Ann Arbor  
Procurement Unit,  
c/o Customer Services, 1<sup>st</sup> Floor  
301 East Huron Street  
P.O. Box 8647  
Ann Arbor, MI 48107

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Hand delivered bids will be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time for submission of bids past the stated due date and time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines in its sole discretion that circumstances warrant it.

## **Experience Requirements**

Bidder shall have at least five (5) years of experience in performing the services covered under this contract. As part of the bid submission, bidders should submit documentation of their

experience including names of customers, type of work performed, date of work performed, and contract value.

### **Increased or Decreased Quantities**

The City reserves the right to increase or decrease the quantities of items of tangible personal property, services or construction to be provided within the terms of the agreement and at the same prices, with the consent of the bidder.

### **Award**

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the Contract will be awarded based upon the unit prices and the lump sum prices stated by the bidder for the work items specified in the bid documents. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. All key staff and subcontractors are subject to the approval by the City.

Bids exceeding \$25,000 as a projected annual cost will require City Council approval. Award will be made after the above approvals are received.

### **Official Documents**

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on [www.MITN.info](http://www.MITN.info) and obtain an official Bid.

### **Bid Security**

Each bid must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

### **Withdrawal of Bids**

After the time of opening, no Bid may be withdrawn for the period of sixty (60) days specified in the Advertisement.

## **Contract Term**

The cost of services provided under this contract shall be firm for three (3) years from the date of starting the contract.

The contract term may be renewed for up to two (2) one (1) year periods provided that no later than seventy-five (75) days prior to the end of the contract both parties agree in writing to an extension under the same terms and conditions as exist in the current contract. No further renewals shall be made.

Time is of the essence in the performance of the work under this Contract.

## **Liquidated Damages**

A liquidated damages clause, as given on page 17 herein provides that the Contractor shall pay the City as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

Liquidated damages clauses, as given in the General Conditions, provide further that the City shall be entitled to impose and recover liquidated damages for breach of the obligations under Chapter 112 of the City Code.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

## **Human Rights Information**

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Section 5, beginning at page GC-3 shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

## **Wage Requirements**

Page 26 outlines the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City under this contract. The successful bidder must comply with all applicable requirements and provide documentary proof of compliance when requested.

## **Conflict Of Interest Disclosure**

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative



regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may be awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached.

### **Debarment**

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

### **Disclosures**

After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as the "Freedom of Information Act." The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

### **Bid Protest**

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The bidder must clearly state the reasons for the protest. If a bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Agent. The Purchasing Agent will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

### **Cost Liability**

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a contract with the City. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

### **Reservation of Rights**

The City of Ann Arbor reserves the right to accept any bid proposed in whole or in part, to reject any or all bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

## INVITATION TO BID

City of Ann Arbor  
Guy C. Larcom Municipal Building  
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, City Nondiscrimination and Wage requirements, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference (if applicable), Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms (if any), General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered 1, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:319 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds (if applicable) and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS 14<sup>th</sup> DAY OF February, 2015.

KBK LANDSCAPING, INC  
Bidder's Name

  
Authorized Signature of Bidder

9685 W. U.S HWY 12  
Official Address  
SALINE, MI 48176

KRIS KRAUSE  
(Print Name of Signer Above)

888-468-0320  
Telephone Number

KRIS@kbklandscaping.com  
Email Address for Award Notice

**BID FORM - ITB# 4364  
PRICING**

Company: KBK LANDSCAPING, INC

**A. TRAFFIC ISLAND MOWINGS**

**i. City Traffic Islands**

We hereby offer to furnish supervision, labor, and equipment for Traffic Island Mowing as per City of Ann Arbor specifications.

Must mow, trim, and remove litter for fourteen cycles during each growing season at \$ 2,035.00 per cycle x 14 = \$ 28,490.00.

For accounting purposes only: \$ .013587 per square foot of mowing (cycle).

**ii. Trunkline City Traffic Islands**

We hereby offer to furnish supervision, labor, and equipment for Traffic Island Mowing as per City of Ann Arbor specifications.

Must mow, trim, and remove litter for fourteen cycles during each growing season at \$ 321.00 per cycle x 14 = \$ 4,494.00.

For accounting purposes only: \$ .05 per square foot of mowing (cycle).

**B. WASTEWATER TREATMENT PLANT (WWTP) MOWING**

Mow, trim, and remove cuttings, debris and litter at the WWTP approximately 30 times during each growing season:

\$ 495.00 per mowing (approximately 5 acres)

Trim/cut brush, grass, and weeds along the entrance drive three (3) times per growing season:

\$ 275.00 per trim and/or cut on both sides of WWTP entrance drive

**C. OTHER CITY PROPERTIES**

Mow, trim, and remove litter at the various locations as listed below will be the effective per mowing rate:

1510 Stadium (Fire Station #2)

Must mow, trim, and remove litter for up fourteen (14) cycles during each growing season at \$ 25.00 per cycle x 14 = \$ 350.00.

For accounting purposes only: \$ .05 per square foot of mowing (cycle).

721 N. Main Street (Old Fleet Garage) and CNG Station on Summit 406 N.

Must mow, trim, and remove litter for up fourteen (14) cycles during each growing season at \$ 35 per cycle x 14 = \$ 490.

For accounting purposes only: \$ .06 per square foot of mowing (cycle).

406 North Ashley/Dental Clinic

Must mow, trim, and remove litter for up fourteen (14) cycles during each growing season at \$ 35 per cycle x 14 = \$ 490.

For accounting purposes only: \$ .06 per square foot of mowing (cycle).

926 Mary Street/Poll Place

Must mow, trim, and remove litter for up fourteen (14) cycles during each growing season at \$ 35 per cycle x 14 = \$ 490.

For accounting purposes only: \$ .06 per square foot of mowing (cycle).

3442 Platt Road/Vacant Lot (extension and 30' back on road frontage)

Must mow, trim, and remove litter for up fourteen (14) cycles during each growing season at \$ 35 per cycle x 14 = \$ 490.

For accounting purposes only: \$ .06 per square foot of mowing (cycle).

Swift Run Dog Park at South Platt Road

Must mow, trim, and remove litter for fourteen (14) cycles during each growing season at \$ 265 per cycle x 14 = \$ 3710.

For accounting purposes only: \$ .06 per square foot of mowing (cycle).

Total for fourteen (14) cycles for all of the properties included in section C. Other City Properties  
\$ 5670.

#### D. PARKS - OTHER LOCATIONS

Miller Nature Area – entrance on Arborview

Must mow, trim, and remove litter for fourteen (14) cycles during each growing season at \$ 52 per cycle x 14 = \$ 728.

For accounting purposes only: \$ .05 per square foot of mowing (cycle).

Forsythe Park

Must mow, trim, and remove litter for fourteen (14) cycles during each growing season at \$ 52 per cycle x 14 = \$ 728.

For accounting purposes only: \$ .05 per square foot of mowing (cycle).



Must mow, trim, and remove litter for up fourteen (14) cycles during each growing season at \$ 35 per cycle x 14 = \$ 490.

For accounting purposes only: \$ .05 per square foot of mowing (cycle).

406 North Ashley/Dental Clinic

Must mow, trim, and remove litter for up fourteen (14) cycles during each growing season at \$ 35 per cycle x 14 = \$ 490.

For accounting purposes only: \$ .05 per square foot of mowing (cycle).

926 Mary Street/Poll Place

Must mow, trim, and remove litter for up fourteen (14) cycles during each growing season at \$ 35 per cycle x 14 = \$ 490.

For accounting purposes only: \$ .05 per square foot of mowing (cycle).

3442 Platt Road/Vacant Lot (extension and 30' back on road frontage)

Must mow, trim, and remove litter for up fourteen (14) cycles during each growing season at \$ 35 per cycle x 14 = \$ 490.

For accounting purposes only: \$ .05 per square foot of mowing (cycle).

Swift Run Dog Park at South Platt Road

Must mow, trim, and remove litter for fourteen (14) cycles during each growing season at \$ 36 per cycle x 14 = \$ 504.

For accounting purposes only: \$ .05 per square foot of mowing (cycle).

Total for fourteen (14) cycles for all of the properties included in section C. Other City Properties  
\$ 7420

#### D. PARKS - OTHER LOCATIONS

Miller Nature Area - entrance on Arborview

Must mow, trim, and remove litter for fourteen (14) cycles during each growing season at \$ 52.00 per cycle x 14 = \$ 728.00.

For accounting purposes only: \$ .05 per square foot of mowing (cycle).

Forsythe Park

Must mow, trim, and remove litter for fourteen (14) cycles during each growing season at \$ 52.00 per cycle x 14 = \$ 728.00.

For accounting purposes only: \$ .05 per square foot of mowing (cycle).

875 S. Maple/Vacant Lot south of Discovery Center (extension and 30' back on both road frontages)

Must mow, trim, and remove litter for fourteen (14) cycles during each growing season at \$ 52.00 per cycle x 14 = \$ 728.00.

For accounting purposes only: \$ .05 per square foot of mowing (cycle).

Total for fourteen (14) cycles for all of the properties included in section D. Parks – Other Locations \$ 2,184.00.

### E. REC & ED ATHLETIC FIELDS

Must mow, trim and remove litter approximately 29 times during each growing season at the following locations: (See attachments for details.)

#### Buhr Park – 2751 Packard between Colony and Easy, 4 areas

Area 1 = 130'x175'	\$ <u>18.00</u>	Per mowing x 29 = \$ <u>522.00</u>
Area 2 = 130'x175'	\$ <u>18.00</u>	Per mowing x 29 = \$ <u>522.00</u>
Area 3 = 160'x205'	\$ <u>18.00</u>	Per mowing x 29 = \$ <u>522.00</u>
Area 4 = 160'x205'	\$ <u>18.00</u>	Per mowing x 29 = \$ <u>522.00</u>

#### Burns Park – Wells Street between Lincoln and Baldwin, 5 areas

Area 1 = 100'x160'	\$ <u>18.00</u>	Per mowing x 29 = \$ <u>522.00</u>
Area 2 = 160'x205'	\$ <u>18.00</u>	Per mowing x 29 = \$ <u>522.00</u>
Area 3 = 100'x160'	\$ <u>18.00</u>	Per mowing x 29 = \$ <u>522.00</u>
Area 4 = 100'x160'	\$ <u>18.00</u>	Per mowing x 29 = \$ <u>522.00</u>
Area 5 = 100'x160'	\$ <u>18.00</u>	Per mowing x 29 = \$ <u>522.00</u>

#### Creal Park – Creal Crescent between Saunders and Creal Crescent, 1 area

Area 1 = 100'x115'	\$ <u>20.00</u>	Per mowing x 29 = \$ <u>580.00</u>
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#### Foxfire North Park – Olmesaad Dr just north of Dhu Varren Rd, 1 area

Area 1 = 100'x160'	\$ <u>20.00</u>	Per mowing x 29 = \$ <u>580.00</u>
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#### Frisinger Park – E. Stadium @ Woodbury, 1 area

Area 1 = 100'x145'	\$ <u>20.00</u>	Per mowing x 29 = \$ <u>580.00</u>
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#### Hunt Park – Sunset between Spring and Daniel, 1 area

Area 1 = 100'x160'	\$ <u>20.00</u>	Per mowing x 29 = \$ <u>580.00</u>
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#### Greenbrier Park – Frederick @ Middleton Drive, 1 area

Area 1 = 100'x145'	\$ <u>20.00</u>	Per mowing x 29 = \$ <u>580.00</u>
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#### Lansdowne Park – Lans Way @ Ascot between Delaware and Worthington Place, 1 area

Area 1 = 100'x145'	\$ <u>20.00</u>	Per mowing x 29 = \$ <u>580.00</u>
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#### Las Vegas Park – Las Vegas and Granada between Palomar and Avondale, 1 area

Area 1 = 100'x115'	\$ <u>20.00</u>	Per mowing x 29 = \$ <u>580.00</u>
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#### Lawton Park – Mershon between Delaware and Scio Church, 3 areas

Area 1 = 100'x160'	\$ <u>18.00</u>	Per mowing x 29 = \$ <u>522.00</u>
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Area 2 = 130'x175' \$ 18.00 Per mowing x 29 = \$ 522.00  
Area 3 = 100'x160' \$ 18.00 Per mowing x 29 = \$ 522.00

**Leslie Park – Dhu Varren Rd between Pontiac Trail and Whisperwood, 1 area**  
Area 1 = 130'x175' \$ 20.00 Per mowing x 29 = \$ 580.00

**Maryfield/Wildwood Park – N. Revena Blvd between Linwood & Westwood, 1 area**  
Area 1 = 100'x145' \$ 20.00 Per mowing x 29 = \$ 580.00

**Northside Park – Pontiac Trail @ Taylor, 1 area**  
Area 1 = 130'x175' \$ 20.00 Per mowing x 29 = \$ 580.00

**South East Area park – Platt Rd @ Ellsworth Rd, 1 area**  
Area 1 = 160'x205' \$ 20.00 Per mowing x 29 = \$ 580.00


**Sugarbush Park – Green, Rumsey, Bluett @ Burbank and Gettysburg, 1 area**  
Area 1 = 100'x115' \$ 20.00 Per mowing x 29 = \$ 580.00

**Winchell Park – Winchell between Hall and St. Francis, 1 area**  
Area 1 = 100'x145' \$ 20.00 Per mowing x 29 = \$ 580.00

**Windemere Park – Windemere between Charter Place and Fairmount, 1 area**  
Area 1 = 100'x160' \$ 20.00 Per mowing x 29 = \$ 580.00

**Woodbury Park – Astor between Woodbury and Wisteria, 1 area**  
Area 1 = 100'x115' \$ 20.00 Per mowing x 29 = \$ 580.00

Total for twenty-nine (29) cycles for all of the properties included in section E. Rec & Ed Athletic  
Fields Properties \$ 14,964.00

Signature of Authorized Representative of Bidder 

No other changes have been made. Acknowledge receipt of this Addendum with your Bid. If further assistance regarding this process is required, please contact Mark Berryman, Purchasing Manager by email at: mberryman@a2gov.org.

**BID FORM - ITB# 4364  
REFERENCES**

Please list three (3) references where your company has performed similar work as to what is being proposed herein. Failure to list references may result in your company being disqualified. Bidders may include a brief narrative on a separate sheet outlining the services provided for each of the references outlined below.

CLIENT NAME	ADDRESS	CONTACT PERSON	PHONE
a. CITY OF FARMINGTON HILLS	DPW	BRYAN PICKWORTH	248-231-8565
b. WASHTENAW COUNTY	SUPPORT SERVICES	RICK FARRELL	734-891-2054
c. CITY OF ANN ARBOR		LYNN CRUM	734-323-4158

NOTE: The City of Ann Arbor reserves the right to reject low bids for poor past performance or inadequate references.

- a.) 31555 W. ELEVEN MILE ROAD  
FARMINGTON HILLS, MI. 48336
- b.) 2155 HOGBACK ROAD  
ANN ARBOR, MI. 48108
- c.) 4251 STONE SCHOOL ROAD  
ANN ARBOR, MI. 48108

## GENERAL CONDITIONS

### Section 1 - Familiarity with Work

The Bidder or its representative shall make personal investigations of the site of the work and of existing structures and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the work proposed under this Contract. The Bidder to whom this Contract is awarded will not be entitled to any additional compensation unless conditions are clearly different from those which could reasonably have been anticipated by a person making diligent and thorough investigation of the site.

### Section 2 - Wage Requirements

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

Further, to the extent that any employees of the Contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with Section 1:319 of Chapter 14 of Title I of the Code of the City of Ann Arbor, the Contractor agrees to conform to Chapter 23 of Title I of the Code of the City of Ann Arbor, as amended, which in part states:

#### **1:814. Applicability.**

- (1) This Chapter shall apply to any person that is a contractor/bidder or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non-profit contractor/bidder or non-profit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/bidder or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/bidder or grantee.

### **1:815. Living Wages Required.**

- (1) Every contractor/bidder or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
  - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$12.70 an hour, or the adjusted amount hereafter established under Section 1:815(3).
  - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$14.18 an hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor's employees who perform work on this contract.

### **Section 3 - Non-Discrimination by City Contractors**

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209). The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and in particular the following excerpts:



**9:158. - Nondiscrimination by city contractors.**

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an 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 any applicable protected classification.
- (2) All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.
- (3) Upon request, each prospective contractor shall submit to the city data showing current total employment by occupational category, sex and minority group and shall respond to information requests documenting its equal employment opportunity policies and procedures.
- (4) If the contract which is being awarded includes federal requirements for affirmative action, each prospective contractor shall submit to the city data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the City Administrator's designee concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the City Administrator's designee as having fulfilled affirmative action requirements for the period of the contract at which time the City Administrator's designee shall conduct another review. If the data demonstrates an under-representation the contractor shall develop an affirmative action program for review by the City Administrator's designee. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the City Administrator's designee shall use for employment verification the labor recruitment area of the Ann Arbor metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the City Administrator's designee as having fulfilled affirmative action requirements for a period of 1 year at which time the City Administrator's designee shall conduct another review.
- (5) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (6) All contracts shall include provisions through which the contractor agrees to follow all applicable federal and state laws.
- (7) The City Administrator's designee shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The City Administrator's designee, together with the Human Rights Commission, shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.

- (8) The City Administrator's designee will provide the City's Human Rights Commission with an annual summary report of contracts awarded; affirmative action requirements reviewed, where applicable; any complaints received alleging violation of the contractor's non-discrimination requirements, and actions taken. The Human Rights Commission will be provided, at its request, with additional information related to the report. The Human Rights Commission and the City Administrator's designee will report annually to the City Council on compliance of city contractors with this chapter.
- (9) All city contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the city shall be entitled, at its option, to do any or all of the following:
- (a) Cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
  - (b) Declare the contractor ineligible for the award of any future contracts with the city for a specified length of time;
  - (c) Recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to protected class members had the discrimination provisions not been breached;
  - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

Contract Amount	Assessed Damages Per Day of Non-Compliance
\$25,000—99,999	\$50.00
100,000—199,999	100.00
200,000—499,999	150.00
500,000—1,499,999	200.00
1,500,000—2,999,999	250.00
3,000,000—4,999,999	300.00
5,000,000 and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the city under this contract.

(Ord. No. 14-25 § 1, 10-20-14)

#### **Section 4 - Materials, Appliances, Employees**

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary or used for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and materials shall be of the highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among its employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned.

#### **Section 5 - Protection of the Public and of Work and Property**

The Contractor shall take all necessary and reasonable precautions to protect the safety of the public. It shall continuously maintain adequate protection of all work from damage, and shall take all necessary and reasonable precautions to adequately protect all public and private property from injury or loss arising in connection with this Contract. It shall make good any damage, injury or loss to its work and to public and private property resulting from lack of reasonable protective precautions, except as may be due to errors in the contract documents, or caused by agents or employees of the City. The Contractor shall obtain and maintain sufficient insurance to cover damage to any City property at the site by any cause.

#### **Section 6 - Responsibility for Work**

The Contractor is responsible for the means, methods, sequences, techniques and procedures and safety procedures associated with the work contemplated by this contract. The Contractor assumes full responsibility for any and all materials and equipment used in the construction of the work and may not make claims against the City for damages to materials and equipment from any cause except negligence or willful act of the City.

#### **Section 7 - Contractor's Insurance**

(1) The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

(a) Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each employee  
Bodily Injury by Disease - \$500,000 each policy limit



(b) Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.
\$2,000,000	Per Job General Aggregate
\$1,000,000	Personal and Advertising Injury
\$2,000,000	Products and Completed Operations Aggregate

(c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

(d) Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

(2) Insurance required under Section A.2 and A.3 of this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

(3) In the case of all Contracts involving on-site work, the Contractor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a

copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

- (4) Any Insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

### **Section 8 - Damage Claims**

The Contractor shall be held responsible for all damages to property of the City or others, caused by or resulting from the negligence of the Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property injured including sidewalks, curbing, sodding, pipes, conduit, sewers or other public or private property to not less than its original condition with new work.

### **Section 9 - Cleaning Up**

The Contractor shall remove at its own expense from the City's property and from all public and private property all rubbish and waste materials resulting from its operations unless otherwise specifically approved, in writing, by the City.

## DETAILED SPECIFICATIONS

### GENERAL

The selected bidder(s) will be required to fully comply with the specifications for each property listed below and coordinate the provision of services with the property contact listed in the specifications.

### TRAFFIC ISLAND MOWINGS

Invoices for traffic island and special request mowing will be mailed to 4251 Stone School Rd, Ann Arbor, MI 48108. Locations and dates of mowing must be clearly printed on invoices.

Traffic Islands – (list of all traffic islands and maps provided for Trunk Lines)

Mowing of approximately 184 traffic islands. Seasonal mowing will commence approximately April 15th and end November 1st of each year. Mowing cycle must be completed within 10 days of starting allowing for four (4) days before next cycle is to start. Contractor will provide to City a written update of progress of cycle completion and completed traffic islands. City may develop and provide for contractor a pre printed form to be filled out.

### WASTEWATER TREATMENT PLANT MOWING

49 Old Dixboro Road, Ann Arbor, MI 48105

The Wastewater Treatment Plant (WWTP), located at 49 Old Dixboro Road, Ann Arbor, MI 48105 has approximately five (5) acres (216,800 square feet) of turf that will require mowing and trimming. Currently, the WWTP is undergoing a major renovation that is projected to be completed in fall 2017. This renovation will affect the amount of turf required to be mowed and maintained under this bid.

A mowing season is approximately April 20 through October 31 with approximately 25 mowings per season. Mowing will take place once per week unless directed otherwise by WWTP staff. City staff may determine that during times of rapid turf growth, mowing may take place twice per week. City staff may determine that during times of dormancy or low growth that mowing takes place every other week.

The Contractor shall weed whip all areas around tanks, buildings, structures and hydrants twice per month. Areas or slopes not accessible by large mowers shall be maintained by alternative methods (e.g., weed whipped, cut by hand mower, etc.). Cuttings, debris and litter shall not be blown into plant process tanks and must be cleaned from all walkways. The Contractor shall cut all saplings and/or brush six (6) inches in height or greater along buildings and tanks.

The Contractor shall trim and/or cut brush, grass, and weeds along both sides of the WWTP's entrance drive. The area shall be maintained to a distance of three (3) feet behind the guard rail. This shall be done in the early spring, midsummer and early fall. This item will be itemized separately from the general lawn mowing service.

If directed by WWTP staff to increase the frequency of mowing, the additional maintenance will be paid at the effective per mowing rate times the number of mowing events. If directed by WWTP staff to decrease the frequency of mowing, the vacated week of mowing will not be paid.

The contact person for Wastewater Treatment Plant mowing is Pat Maino at (734) 794-6450. Invoices for Wastewater Treatment Plant mowing will be mailed to 49 Old

Dixboro Road, Ann Arbor, MI 48105. The location and dates of mowing must be clearly printed on all invoices.

**OTHER CITY PROPERTIES**

Invoices for these properties will be addressed to 301 E. Huron Street, Ann Arbor, MI 48107, attention Financial Services.

**REC & ED ATHLETIC FIELDS MOWING**

Invoices for these properties will be addressed to 301 E. Huron Street, Ann Arbor, MI 48107, attention Financial Services. The location and dates of mowing must be clearly printed on all invoices.

The city may determine that during times of rapid turf grow mowing may take place twice per week or reduce the frequency of mowing at any of these properties as deemed necessary. Cuttings and debris shall not be blown onto any adjacent sidewalks.

See attached listings and maps for locations.

## **ATTACHMENTS**

(All attachments must be completed and returned with the Bid)



## LEGAL STATUS OF BIDDER

(The Bidder shall fill out the applicable section and strike out the other two.)

Bidder declares that it is:

- A corporation organized and doing business under the laws of the State of MICHIGAN for whom KRIS KRAUSE, bearing the office title of PRESIDENT, whose signature is affixed to this Bid, is authorized to execute contracts.

**NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority**

- A limited liability company doing business under the laws of the State of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_, whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership, organized under the laws of the state of \_\_\_\_\_ and filed in the county of \_\_\_\_\_, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):  
\_\_\_\_\_  
\_\_\_\_\_

- An individual, whose signature with address, is affixed to this Bid: \_\_\_\_\_  
(initial here)

Authorized Official

\_\_\_\_\_  
Date \_\_\_\_\_, 2015

(Print) Name \_\_\_\_\_ Title \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Email \_\_\_\_\_



# Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

**Certification:** I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Vendor Name	Vendor Phone Number
KBK LANDSCAPING, INC	888-408-0370
Conflict of Interest Disclosure *	
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there maybe a potential conflict of interest.	( ) Relationship to employee _____ ( ) Interest in vendor's company _____ ( ) Other _____

\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that the information provided is true and correct by my signature below:


2/14/15
KRIS KRAUSE

Signature of Vendor Authorized Representative      Date      Printed Name of Vendor Authorized Representative

**PROCUREMENT USE ONLY**

- Yes, named employee was involved in Bid / Proposal process.  
 No, named employee was not involved in procurement process or decision.



**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE**

**RATE EFFECTIVE APRIL 30, 2014 - ENDING APRIL 29, 2015**

**\$12.70 per hour**

If the employer provides health care benefits\*

**\$14.18 per hour**

If the employer does NOT provide health care benefits\*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

### **ENFORCEMENT**

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

\* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

**The Law Requires Employers to Display This Poster Where Employees Can Readily See It.**

**For Additional Information or to File a Complaint Contact  
Mark Berryman at 734/794-6500 or [mberryman@a2gov.org](mailto:mberryman@a2gov.org)**

**ATTACHMENT C  
CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE  
DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$25,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

- \_\_\_\_\_ This **company** is exempt due to the fact that we employ or contract with fewer than 5 individuals.  
 \_\_\_\_\_ This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.70/hour when health care is provided, or no less than \$14.18/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2014.
- b) Please check the boxes below which apply to your workforce:  
 Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes  No \_\_\_\_\_  
 OR  
 Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes \_\_\_\_\_ No
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

KBK LANDSCAPING, INC

Company Name

Kris Kraus

Signature of Authorized Representative

9685 W. U.S. HWY 12 SALINE, MI

Address, City, State, Zip

888-408-0320

Phone (area code)

48176

KRIS KRAUS, PRESIDENT

Type or Print Name and Title

KRIS@KBKlandscaping.com

Email address

8/14/15

Date signed

Questions about this form? Please contact:  
 Procurement Office City of Ann Arbor  
 Phone: 734/794-6500

**CITY OF ANN ARBOR PROCUREMENT OFFICE  
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**  
*Entire Organization (Totals for All Locations where applicable)*

Name of Company/Organization \_\_\_\_\_ Date Form Completed \_\_\_\_\_  
 Name and Title of Person Completing this Form \_\_\_\_\_ Name of President \_\_\_\_\_  
 Address \_\_\_\_\_ (Street address) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_ Phone # \_\_\_\_\_ (Area Code) \_\_\_\_\_  
 Fax# \_\_\_\_\_ (Area Code) \_\_\_\_\_ Email Address \_\_\_\_\_

**EMPLOYMENT DATA**

Job Categories	Number of Employees (Report employees in only one category)												TOTAL COLUMNS A-L		
	Male						Female								
	White A	Black or African American B	Asian C	Hispanic or Latino D	Native Hawaiian or Other Pacific Islander E	American Indian or Alaska Native F	White G	Black or African American H	Asian I	Hispanic or Latino J	Native Hawaiian or Other Pacific Islander K	American Indian or Alaskan Native L			
Exec/Sr. Level Officials Supervisors															
Professionals															
Technicians															
Sales															
Admin. Support															
Craftspeople															
Operatives															
Service Workers															
Laborers/Helper															
Apprentices															
Other															
<b>TOTAL</b>															
<b>PREVIOUS YEAR TOTAL</b>															

*per addenda #1 strike*



**CITY OF ANN ARBOR PROCUREMENT OFFICE  
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**

Local Office (Only those employees that will do local or on-site work, if applicable)

Name of Company/Organization \_\_\_\_\_ Date Form Completed \_\_\_\_\_  
 Name and Title of Person Completing this Form \_\_\_\_\_ Name of President \_\_\_\_\_  
 Address (Street address) \_\_\_\_\_ County \_\_\_\_\_ Phone # \_\_\_\_\_  
 (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_ (Area Code) \_\_\_\_\_  
 Fax# \_\_\_\_\_ (Area Code) \_\_\_\_\_ Email Address \_\_\_\_\_

**EMPLOYMENT DATA**

Job Categories	Number of Employees (Report employees in only one category)											TOTAL COLUMNS A-L					
	Male					Female					TOTAL						
	A	B	C	D	E	F	G	H	I	J			K	L			
Exec/Sr. Level Officials Supervisors																	
Professionals																	
Technicians																	
Sales																	
Admin. Support																	
Craftspeople																	
Operatives																	
Service Workers																	
Laborers/Helper																	
Apprentices																	
Other																	
<b>TOTAL</b>																	
<b>PREVIOUS YEAR TOTAL</b>																	

Questions about this form? Call Procurement Office: (734) 794-6576

*per addenda #1 strike*

City of Ann Arbor Procurement Office

INSTRUCTIONS FOR CONTRACTORS

**For Completing CONTRACT COMPLIANCE FORM**

City Policy

The "non discrimination in contracts" provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Procurement Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor's labor recruitment area (the area where they can reasonably be expected to recruit employees). ***This data is provided to the City on the Human Rights Contract Compliance Forms (attached).***

**To complete the form:**

1) **If a company has more than one location, then that company must complete 2 versions of the form.**

- **Form #1** should contain the employment data for the **entire corporation.**
- **Form #2** should contain the employment data for those employees:
  - who will be working on-site;
  - in the office responsible for completing the contract; or,
  - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

2) If the company has only one location, fill out Form #1 only.

3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization's president.

4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

**For assistance in completing the form, contact:**

Procurement Office of the City of Ann Arbor  
734/794-6576

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

## APPENDICES

## SAMPLE STANDARD CONTRACT

*If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to the City of Ann Arbor such as the following:*

### CONTRACT

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and \_\_\_\_\_ ("Contractor")

\_\_\_\_\_  
(An individual/partnership/corporation, include state of incorporation)  
(Address)

Based upon the mutual promises below, the Contractor and the City agree as follows:

#### **ARTICLE I - Scope of Work**

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled "\_\_\_\_\_" in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

City Nondiscrimination Ordinance	General Conditions
Living Wage Declaration of	Standard Specifications
Compliance Forms (if applicable)	Detailed Specifications
Vendor Conflict of Interest Form	Plans
Bid Forms	Addenda
Contract and Exhibits	
Bonds	

#### **ARTICLE II - Definitions**

Administering Service Area/Unit means \_\_\_\_\_

Project means \_\_\_\_\_, ITB No. \_\_\_\_\_

**ARTICLE III - Time of Completion**

The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.

**ARTICLE IV - The Contract Sum**

- (A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Forms for the estimated bid total of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the City but not required by the Contract Documents. Increases or decreases shall be determined only by written agreement between the City and Contractor.

**ARTICLE V - Assignment**

- (A) The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- (B) The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

**ARTICLE VI - Choice of Law and Forum**

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

**ARTICLE VII - Relationship of the Parties**

The parties of the Contract agree that it is not a Contract of employment but is a Contract to accomplish a specific result. Contractor is an independent Contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any



employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any Contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

#### **ARTICLE VIII - Notice**

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

#### **ARTICLE IX - Indemnification**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

#### **ARTICLE X - Severability**

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

#### **ARTICLE X - Entire Agreement**

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into

this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall

confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

**FOR CONTRACTOR**

By \_\_\_\_\_

Its: \_\_\_\_\_

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_

Christopher Taylor, Mayor

By \_\_\_\_\_

Jacqueline Beaudry, City Clerk

**Approved as to substance**

By \_\_\_\_\_

Steven D. Powers, City Administrator

By \_\_\_\_\_

Services Area Administrator

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney

## **ADDENDUM No. 1**

**ITB No. 4364**

### **Seasonal Mowing Services**

**Due: February 18, 2015 at 2:00 P.M.**

The following changes, additions, and/or deletions shall be made to the Invitation to Bid for Seasonal Mowing Services, ITB No. 4364, on which proposals will be received on/or before February 18, 2015 by 2:00 P.M. (changed from February 12, 2015 at 2:00 P.M.)

The information contained herein shall take precedence over the original documents and all previous addenda (if any), and is appended thereto. **This Addendum includes 32 pages.**

**Bidder is to acknowledge receipt of this Addendum No. 1, including all attachments (if any) in its Bid by so indicating on Page 8 of the Invitation to Bid Form. Bids submitted without acknowledgement of receipt of this addendum will be considered nonconforming.**

#### **I. CORRECTIONS/DELETIONS/ADDITIONS**

Changes to the Bid documents which are outlined below are referenced to a page or Section in which they appear conspicuously. The Bidder is to take note in its review of the documents and include these changes as they may affect work or details in other areas not specifically referenced here.

##### **Corrections**

Bid Due Date  
Multiple Pages

Comments: All references to the due date for bids has been changed from February 12, 2015 at 2:00 P.M. to February 18, 2015 at 2:00 P.M.

Human Rights Information  
Page 6

Comments: This paragraph has been removed and replaced as follows:

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Section 2 and 3 beginning at page 14 shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

Bid Form  
Page 10-12

Comments: The Bid Form has been removed and replaced as provided herein.

## **Deletions**

Human Rights Contract Compliance Form

Pages 28-30

Comments: The Human Right Contract Compliance Form has been removed in its entirety.

## **Additions**

Maps for Traffic Islands have been provided as attached hereto. Note that the parks numbered on these Traffic Island maps and labeled by number in the map key are NOT the parks included in this ITB.

The Resolution and Bid Tabulation sheet for the prior solicitation (ITB# 4215) is provided hereto.

## **II. QUESTIONS AND ANSWERS**

The following Questions have been received by the City. Responses are being provided in accordance with the terms of the ITB. Respondents are directed to take note in its review of the documents of the following questions and City responses as they affect work or details in other areas not specifically referenced here.

**Question #1:** Please explain in detail on certified check, or bid bond by a recognized surety?

**Answer:** The City requires all bidders for this ITB to provide either a certified check or a bid bond in the amount of 5% of the total bid price. The bid bond provides the necessary security to the City that a contractor will enter into the contract on the terms and conditions stated in the ITB, if it is awarded.

**Question #2:** Please explain in detail on "to make the award in any manner the City believes to be in its best interest?"

**Answer:** All solicitations for goods and services are awarded consistent with the needs of the City. The "reservation of rights" provision of the Instructions to Bidders in ITB #4364 (pg 7) advises bidders that the City has reserved the right to award the released ITB in whole or in part or in any combination in unit bid awards which best serves the identified needs of the City and provision of services by qualified, responsible contractors.

**Question #3:** Why questions by Telephone are prohibited?

**Answer:** It is the City's standard policy to accept questions and requests for clarifications by email (not telephone) in order to ensure that (1) the question being asked is clear, and a concise answer is provided by the appropriate staff and (2) that all questions/clarifications and their respective answers are aggregated through one point of contact for later release as addenda.

**Question #4:** Questions on Islands mowing: Does the department or city officials have a detail map of Islands?

**Answer:** See Additions above and attachment to this Addendum.



**Question #5** Dead line for questions: Is this adequate time for questions? (four full business days ) Does not seem long enough time replying by email for an accurate bid proposal by bidders?

**Answer:** Given the amount of information provided prospective bidders in the ITB, City staff believes that this timeframe is adequate to address any clarifications requested.

**Question #6:** Is the City planning on having a meeting to answer question in person with bidders before the bid opening? Is the City having a pre bid meeting on any sites for "scope of work"?

**Answer:** No. With the release of this Addendum, City staff has determined that all available information necessary for commutation of anticipated costs for the services has been provided to prospective bidders.

**Question #7:** Who is the City Administrator?

**Answer:** Steven D. Powers

**Question #8:** Why is the proposal deadline so short in timeframe?

**Answer:** Typically formal solicitations are open for at minimum of ten (10) days. Based on the complexity of the services being requested and the anticipated commencement date for those services, the solicitation has been extended to February 17, 2015 at 2pm which the City feels is more than adequate for this solicitation.

**Question #9:** What is the starting and ending dates?

**Answer:**

Start - approximately April 15<sup>th</sup>, End – contingent upon duration of the growing season, up to 14 cycles or the end of October.

**Question #10:** How many cuts are you looking for? Is this weekly or bi-weekly cuttings?

**Answer:**

Traffic Islands – Bi-Weekly (up to 14 cycles per year)  
10 days to complete the cycle  
4 day buffer in case of weather delay  
15 days cycle starts over

Waste Water – Weekly, approximately 30 Cycles per year (see attached)

Parks Other – Bi-Weekly (up to 14 cycles)

Rec & Ed Athletic Fields – Weekly (up to 29 cycles)

Other City Properties – Bi-Weekly (up to 14 cycles)



**Question #11:** Can you provide the number of bidders and the bid amounts for the prior solicitation?

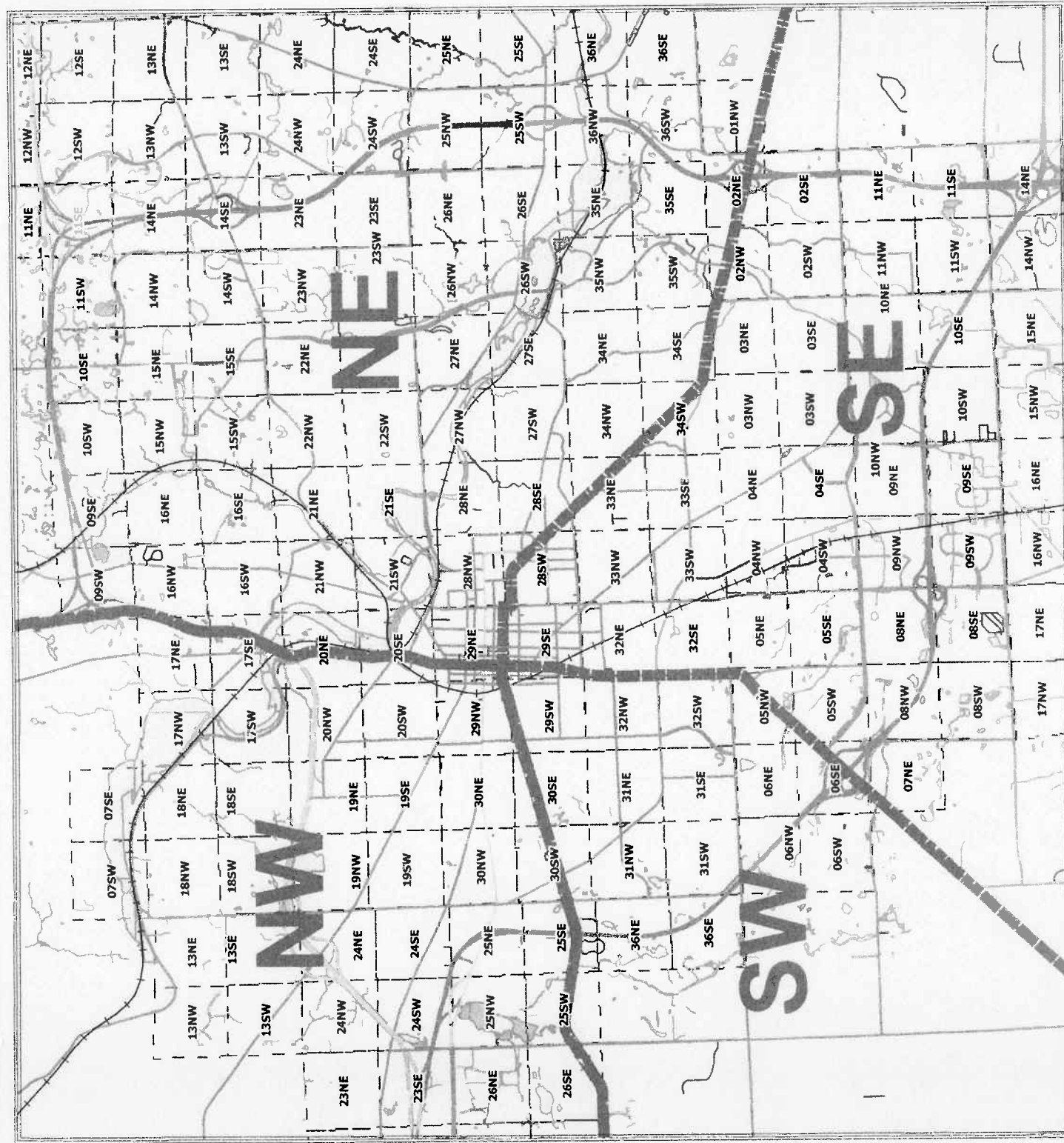
**Answer:** See Attachments to this Addendum.

Bidders are responsible for any conclusions that they may draw from the information contained in the Addendum.

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# Traffic Island Locations

## - Section Index -



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# Traffic Island Locations - NE Section

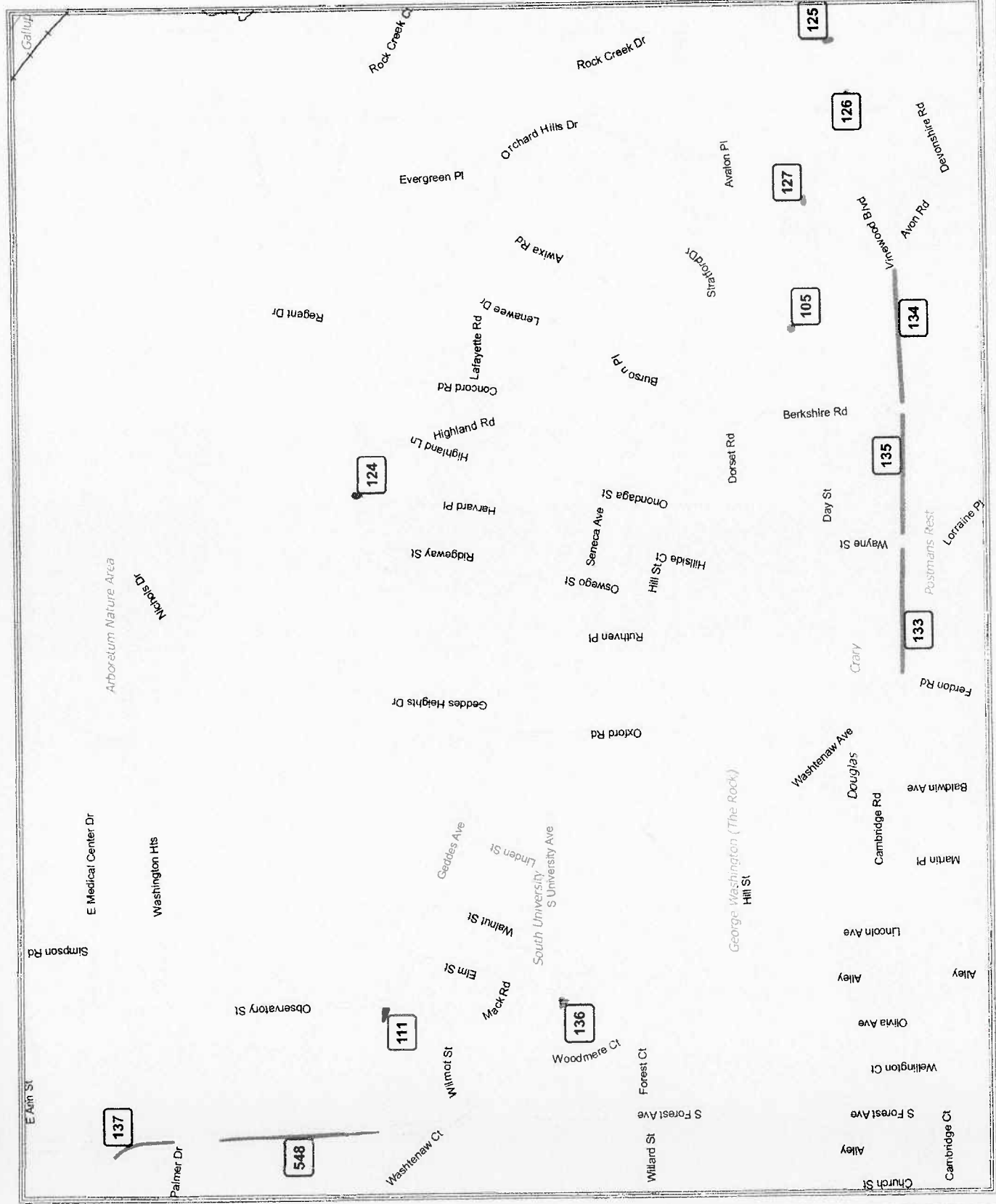
## MAP NE - 1

Islands

105	133
111	134
124	135
125	136
126	137
127	548

- Traffic Islands
- Parks area to Mow
- Ann Arbor City Parks
- Railroads
- Edge of Pavement
- Rivers and Streams
- Lakes and Ponds

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# Traffic Island Locations - NE Section

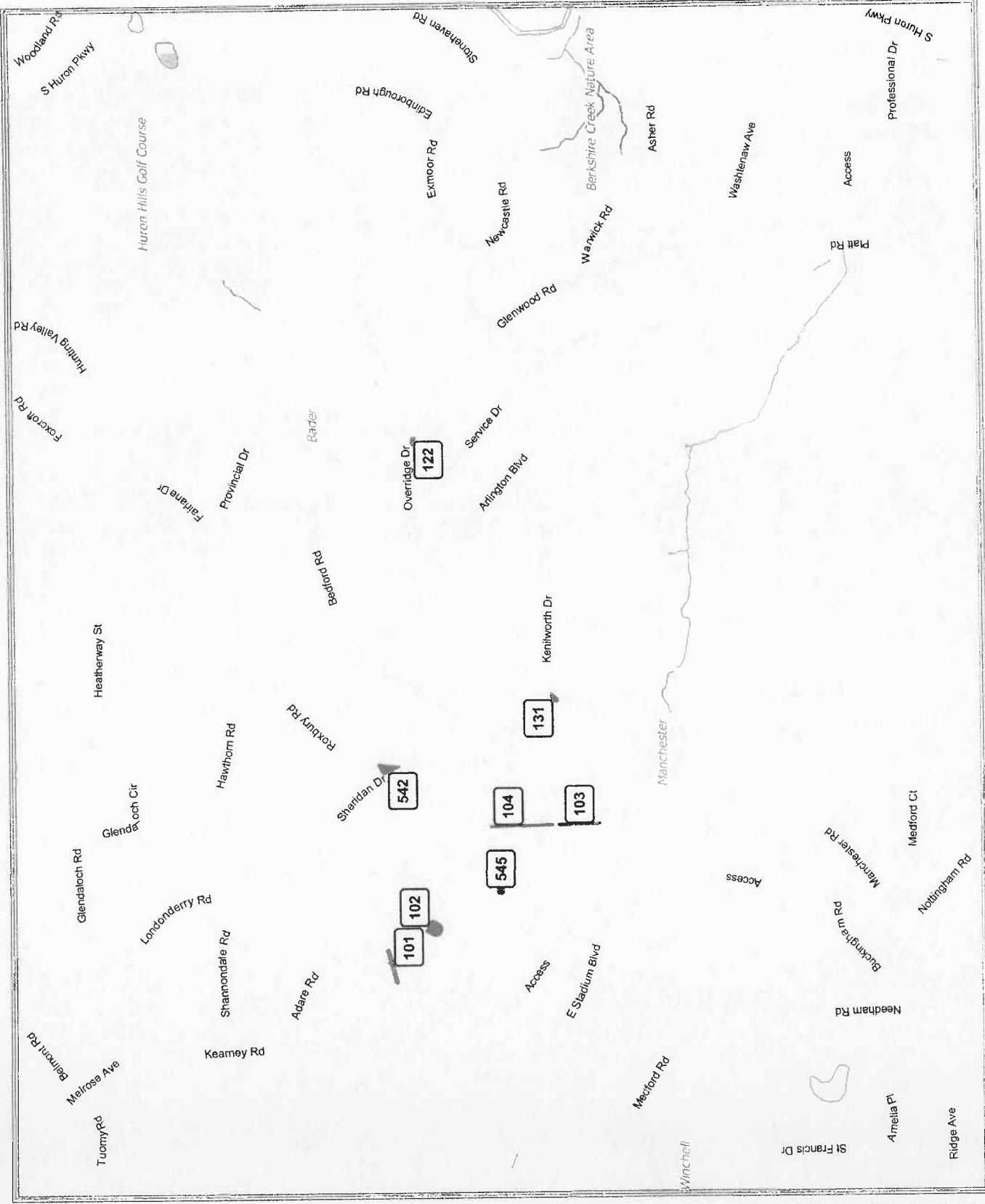
## MAP NE - 2

Islands

101	122
102	131
103	542
104	545

- Traffic Islands
- Parks area to Mow
- Ann Arbor City Parks
- Railroads
- Edge of Pavement
- Rivers and Streams
- Lakes and Ponds

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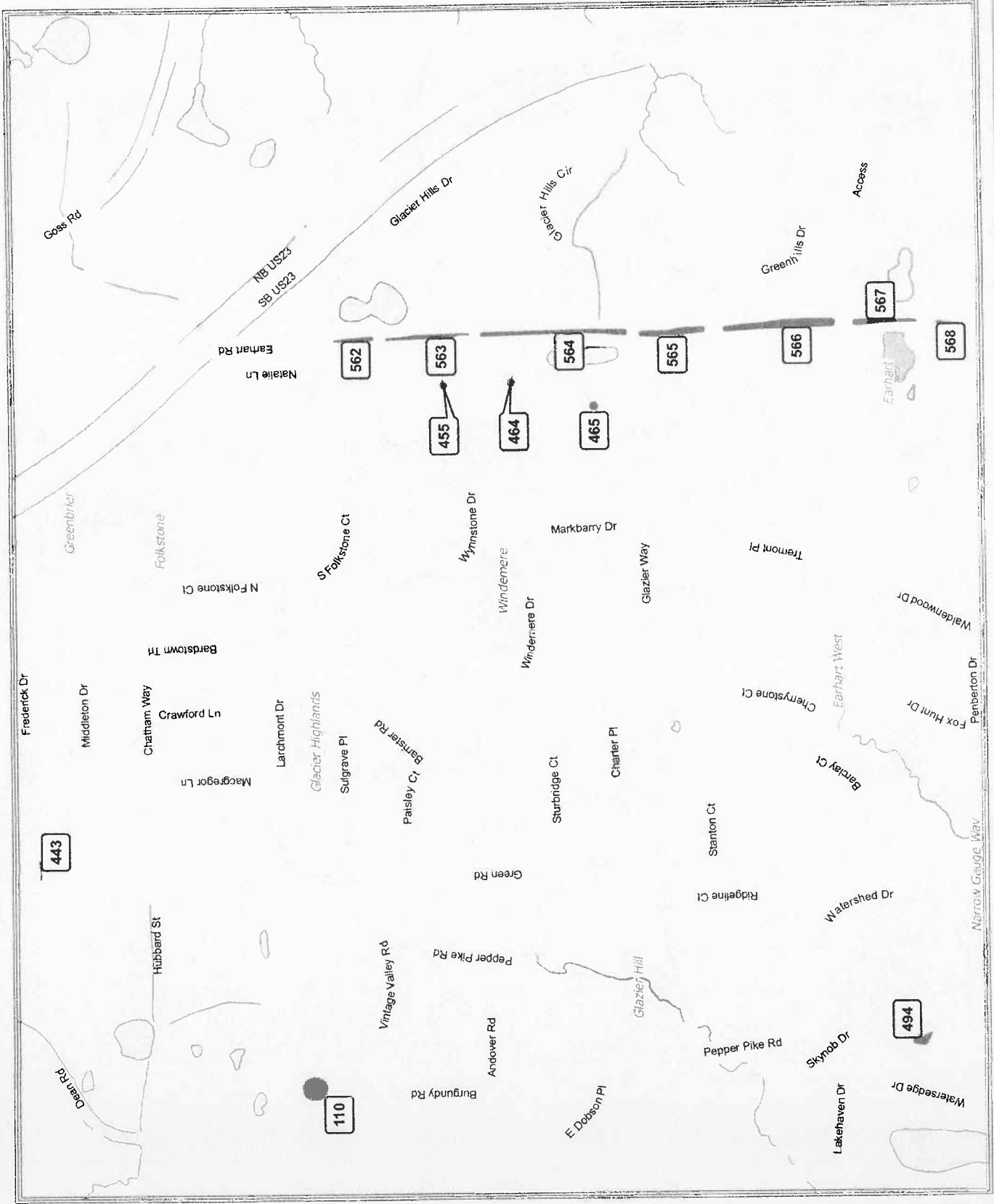
# Traffic Island Locations - NE Section

## MAP NE - 3

Islands	110	563	564	565	566	567	568
	110	563	564	565	566	567	568

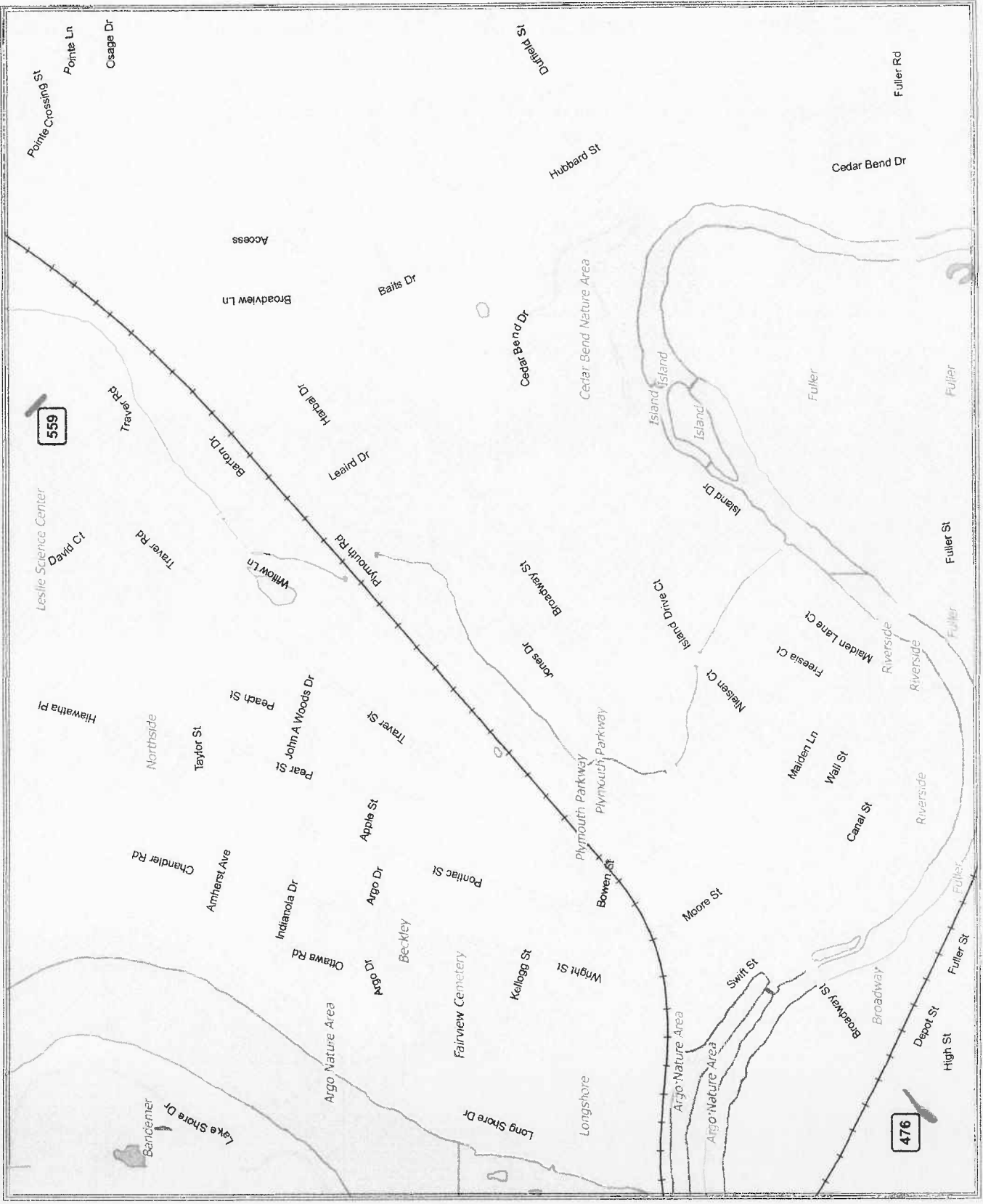
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# Traffic Island Locations - NE Section



MAP  
NE - 4

Islands  
476 559

- Traffic Islands
- Parks area to Mow
- Ann Arbor City Parks
- Railroads
- Edge of Pavement
- Rivers and Streams
- Lakes and Ponds

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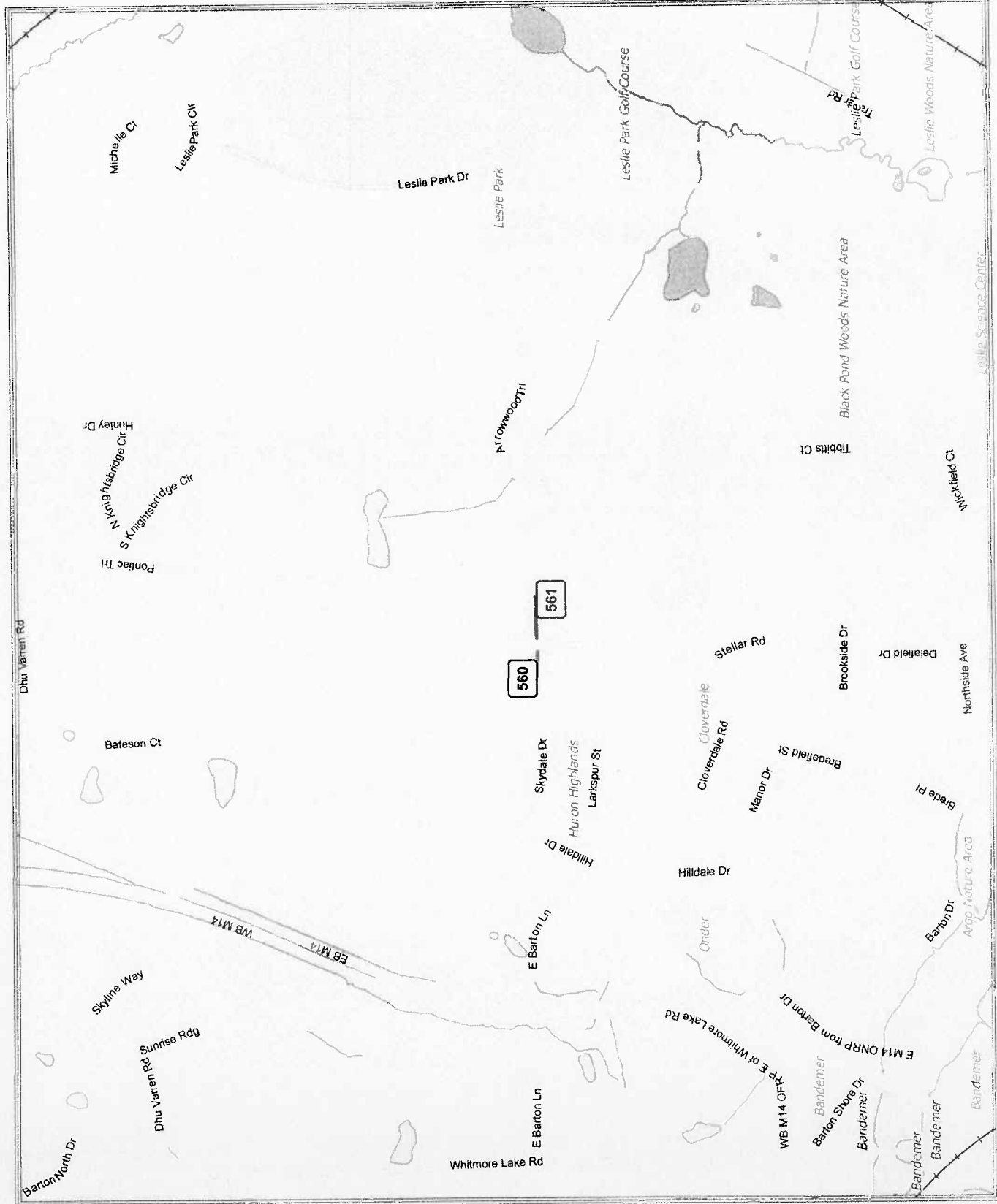
# Traffic Island Locations - NE Section



**MAP**  
**NE - 6**  
**Islands**  
**560 561**

- Traffic Islands
- Parks area to Mow
- Ann Arbor City Parks
- Railroads
- Edge of Pavement
- Rivers and Streams
- Lakes and Ponds

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# Traffic Island Locations - NW Section



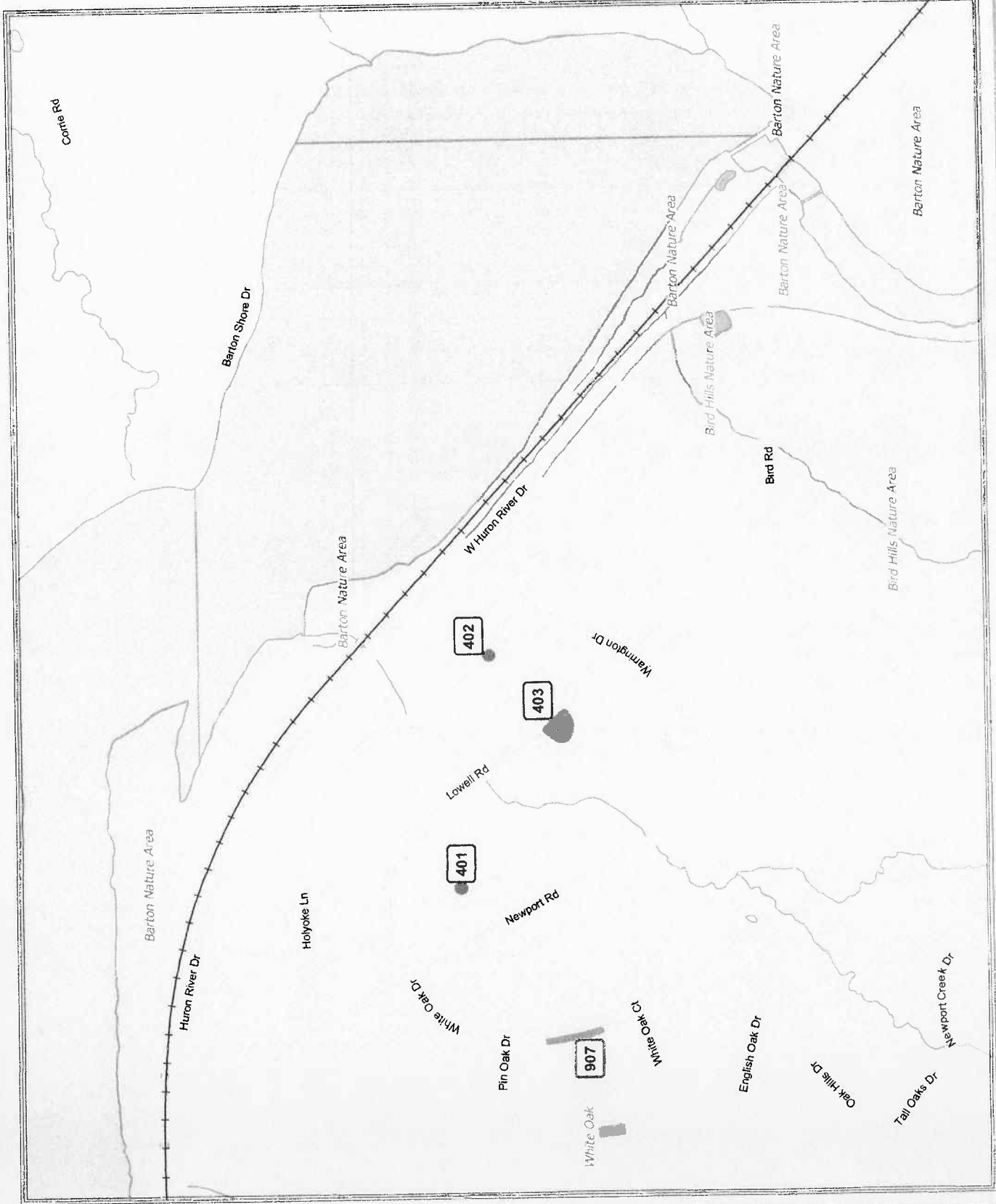
## MAP NW - 1

Islands  
401 403  
402

Parks  
907

- Traffic Islands
- Parks area to Mow
- Ann Arbor City Parks
- Railroads
- Edge of Pavement
- Rivers and Streams
- Lakes and Ponds

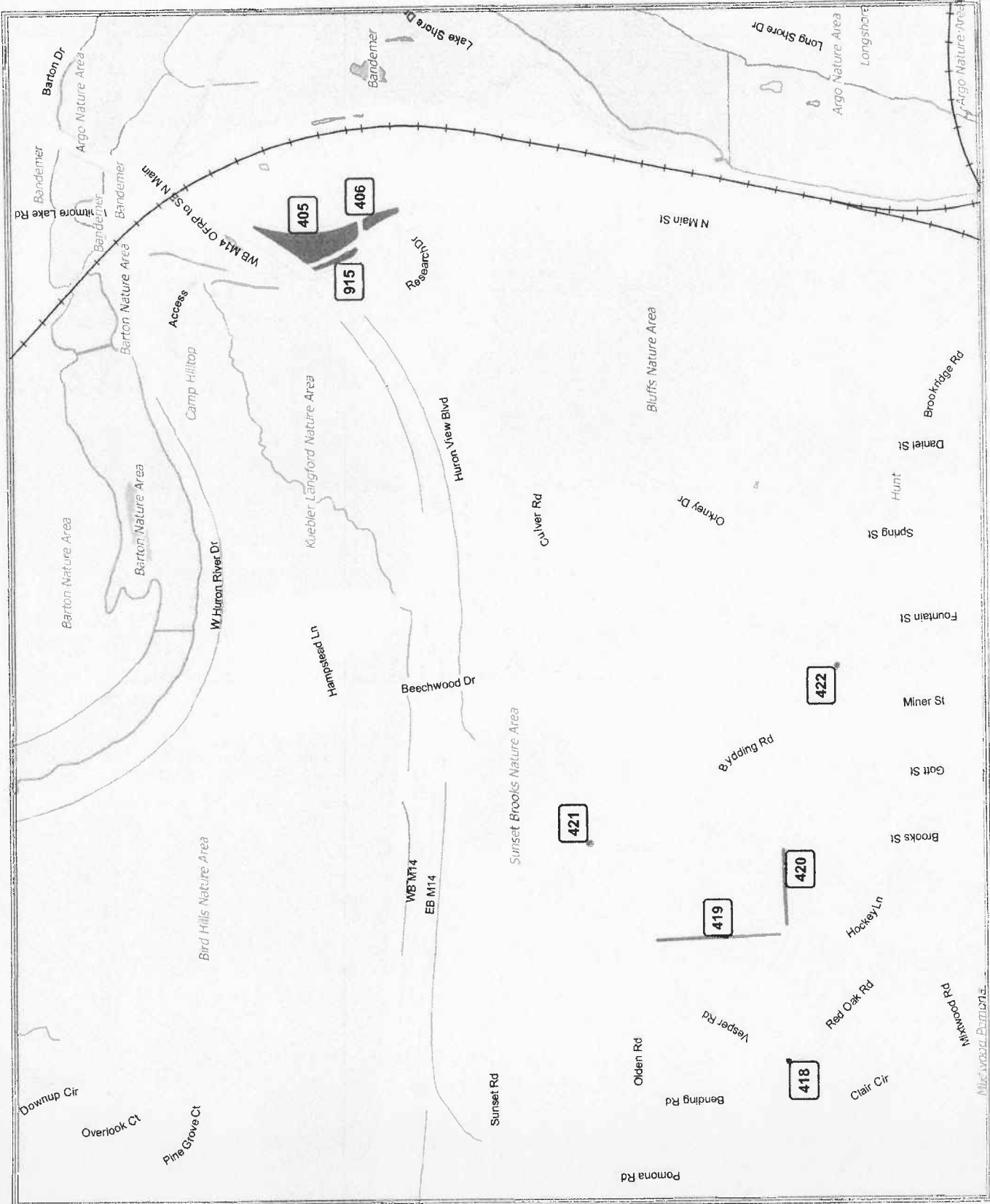
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# Traffic Island Locations - NW Section

## MAP NW - 2



### Islands

- 405 420
- 406 421
- 418 422
- 419 915

- Traffic Islands
- Parks area to Mow
- Ann Arbor City Parks
- Railroads
- Edge of Pavement
- Rivers and Streams
- Lakes and Ponds

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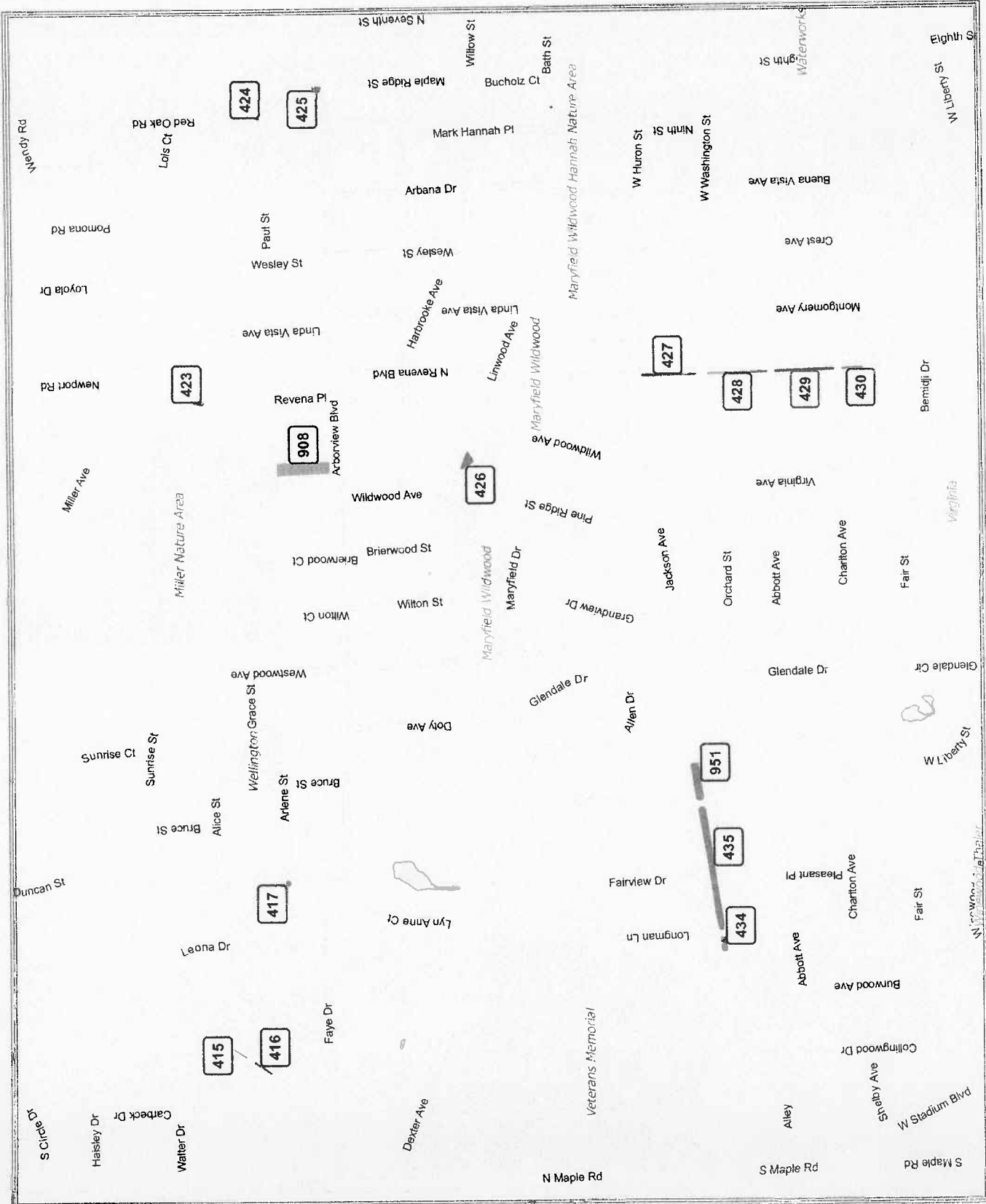




# Traffic Island Locations - NW Section



## MAP NW - 3



Islands	
415	427
416	428
417	429
423	430
424	434
425	435
426	951

**Parks**  
908

- Traffic Islands
- Parks area to Mow
- Ann Arbor City Parks
- Railroads
- Edge of Pavement
- Rivers and Streams
- Lakes and Ponds

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# Traffic Island Locations - NW Section



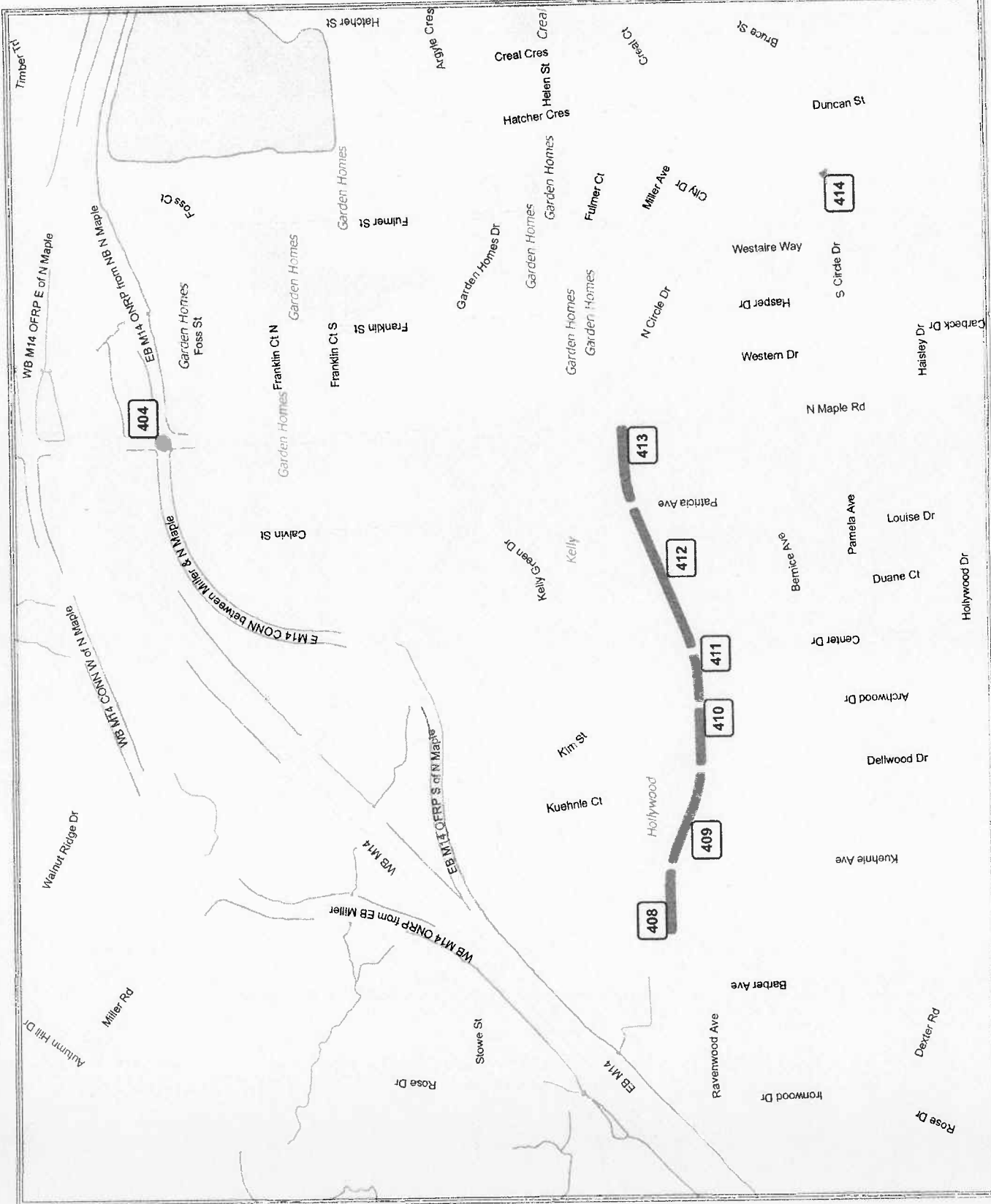
## MAP NW - 4

### Islands

- 404
- 411
- 408
- 412
- 409
- 413
- 410
- 414

- Traffic Islands
- Parks area to Mow
- Ann Arbor City Parks
- Railroads
- Edge of Pavement
- Rivers and Streams
- Lakes and Ponds

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# Traffic Island Locations - NW Section

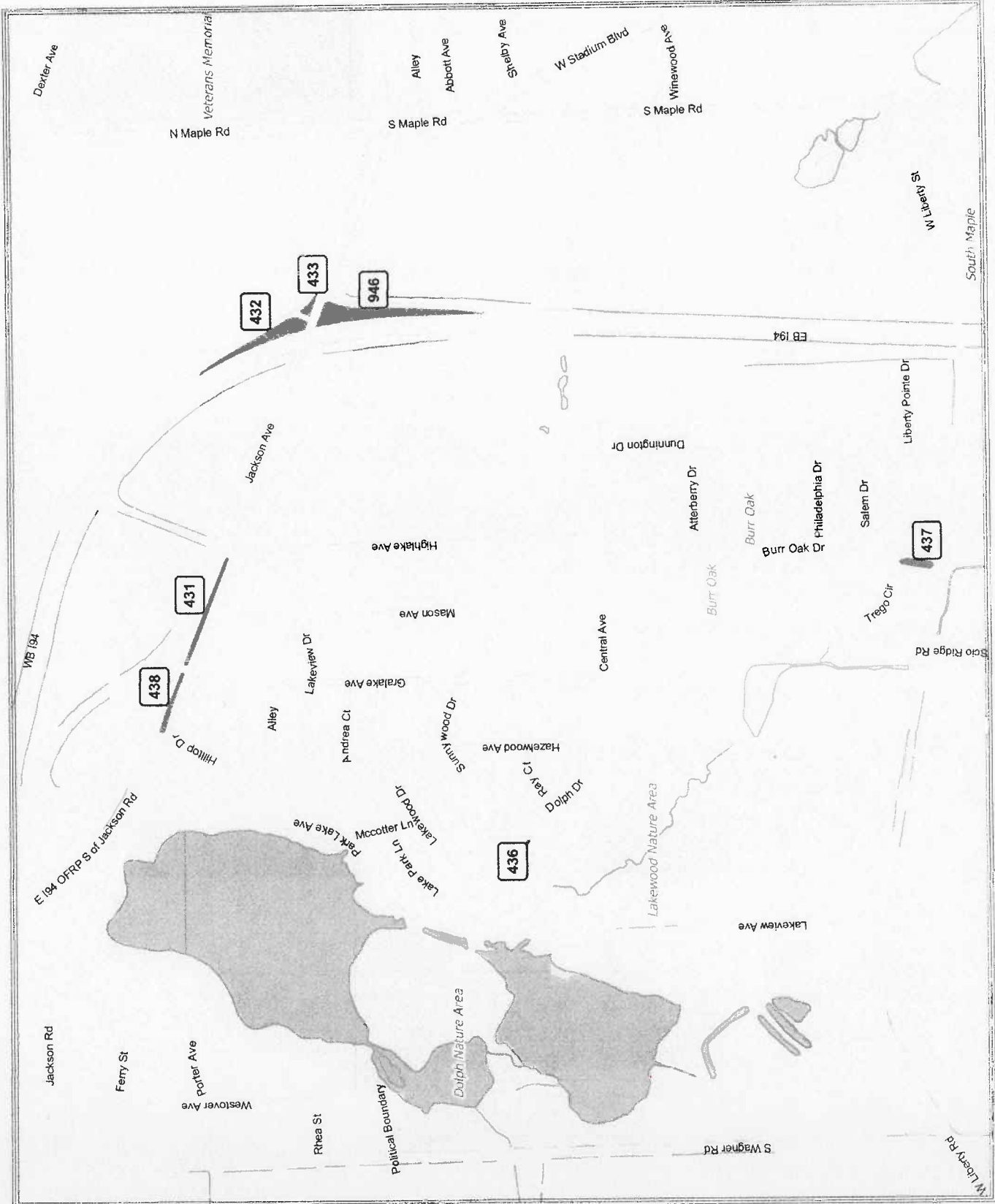


## MAP NW - 5

Islands	431	437	438	946

- Traffic Islands
- Parks area to Mow
- Ann Arbor City Parks
- Railroads
- Edge of Pavement
- Rivers and Streams
- Lakes and Ponds

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# Traffic Island Locations - SE Section

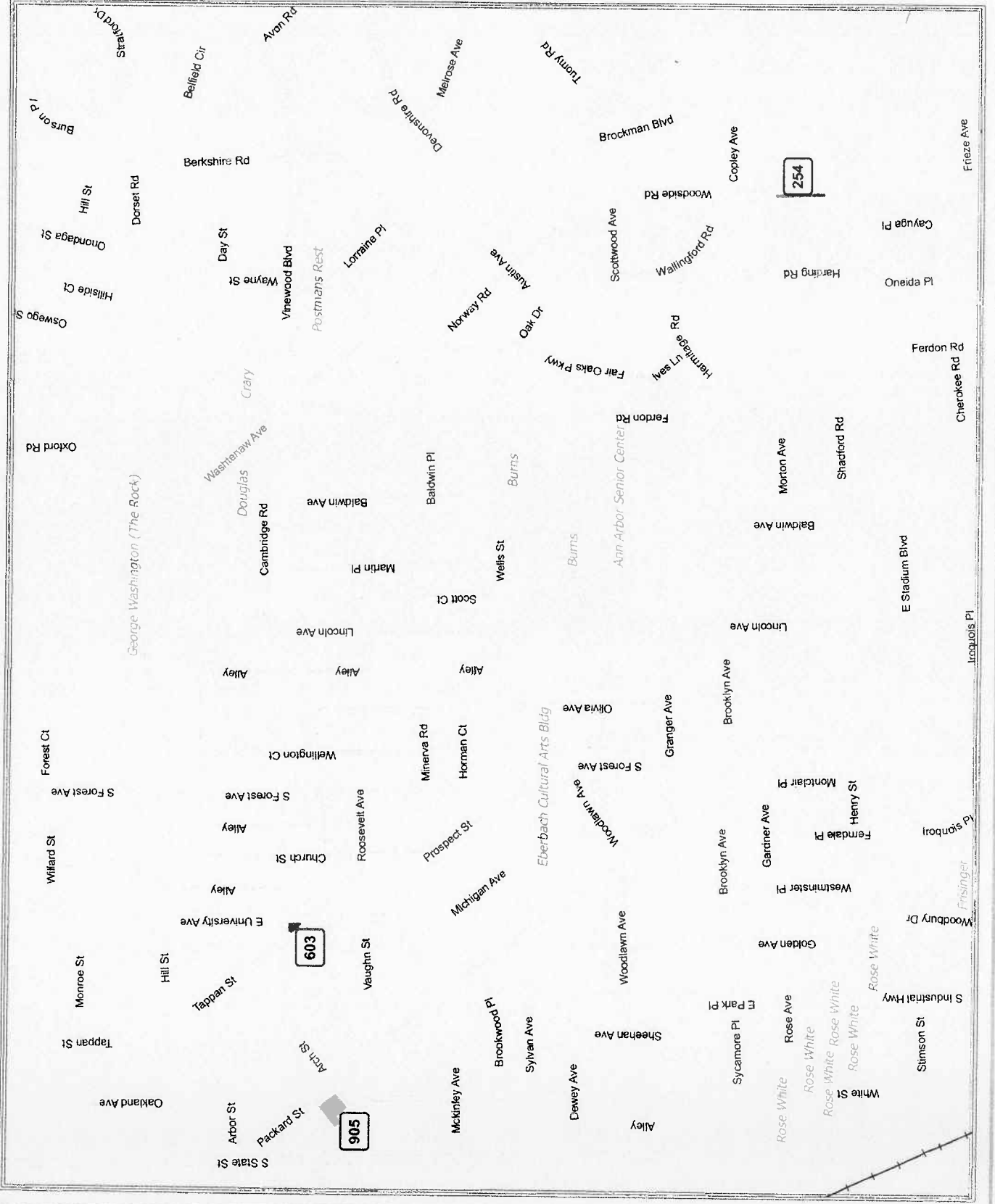
MAP  
SE - 1

Islands

254 603

Parks

905



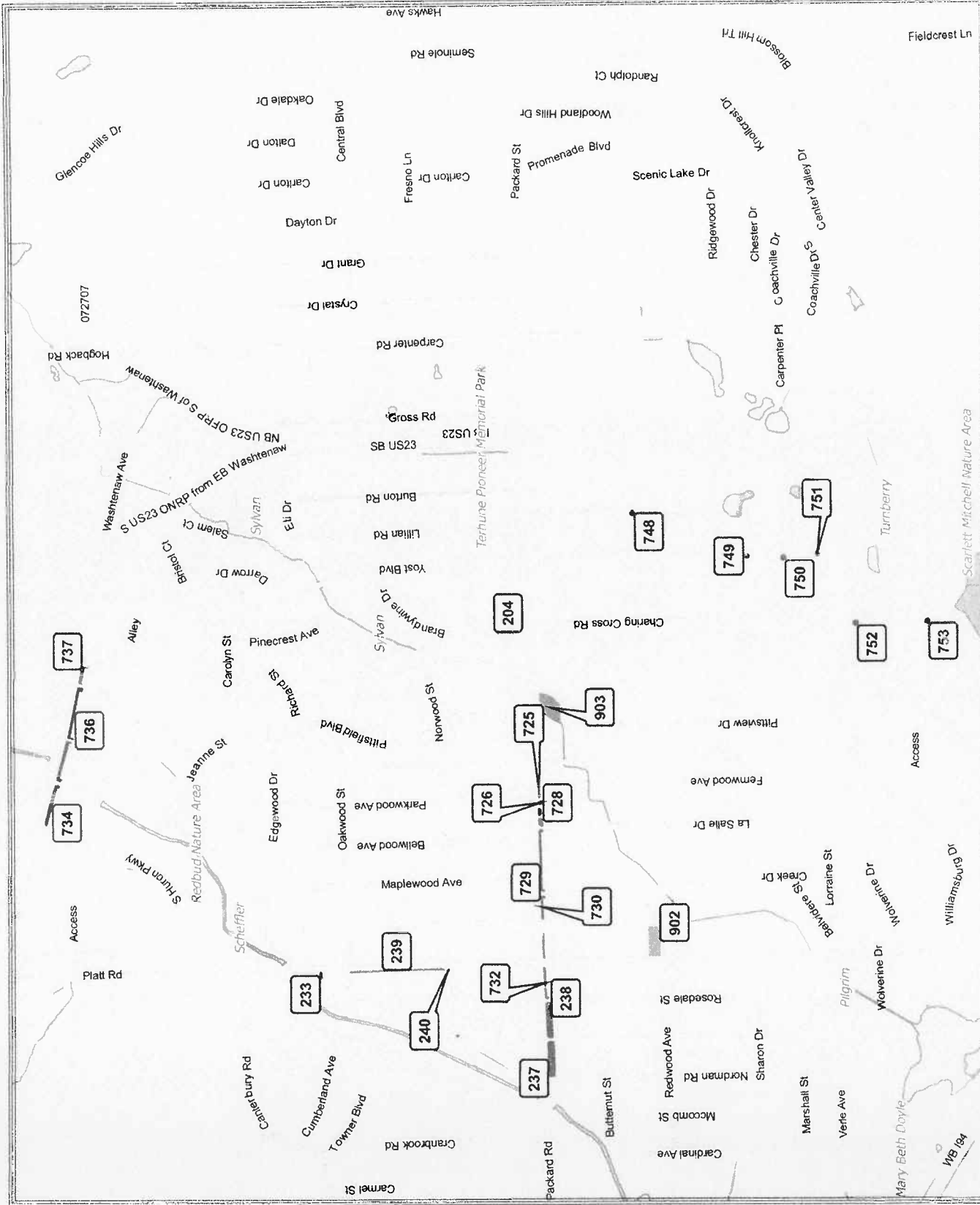
- Traffic Islands
- Parks area to Mow
- Ann Arbor City Parks
- Railroads
- Edge of Pavement
- Rivers and Streams
- Lakes and Ponds

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# Traffic Island Locations - SE Section



## MAP SE - 2

Islands	
204	731
233	732
237	734
238	735
239	736
240	737
241	748
725	749
726	750
727	751
728	752
729	753
730	

Parks	
902	903

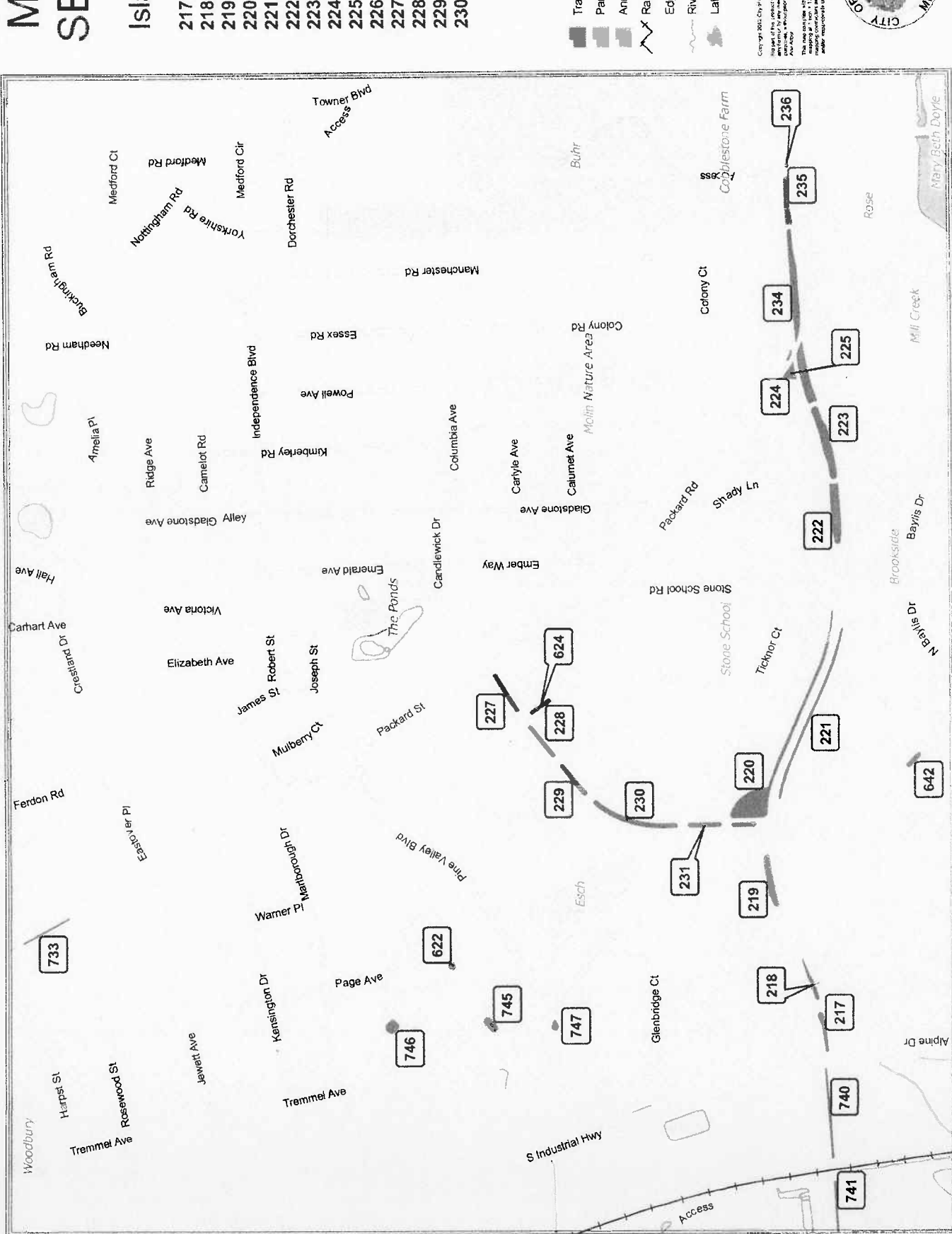
- Traffic Islands
- Parks area to Mow
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- Railroads
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# Traffic Island Locations - SE Section



## MAP SE - 3

Islands

217	231
218	232
219	234
220	235
221	236
222	622
223	624
224	642
225	733
226	740
227	741
228	745
229	746
230	747

- Traffic Islands
- Parks area to Mow
- Ann Arbor City Parks
- Railroads
- Edge of Pavement
- Rivers and Streams
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# Traffic Island Locations - SE Section

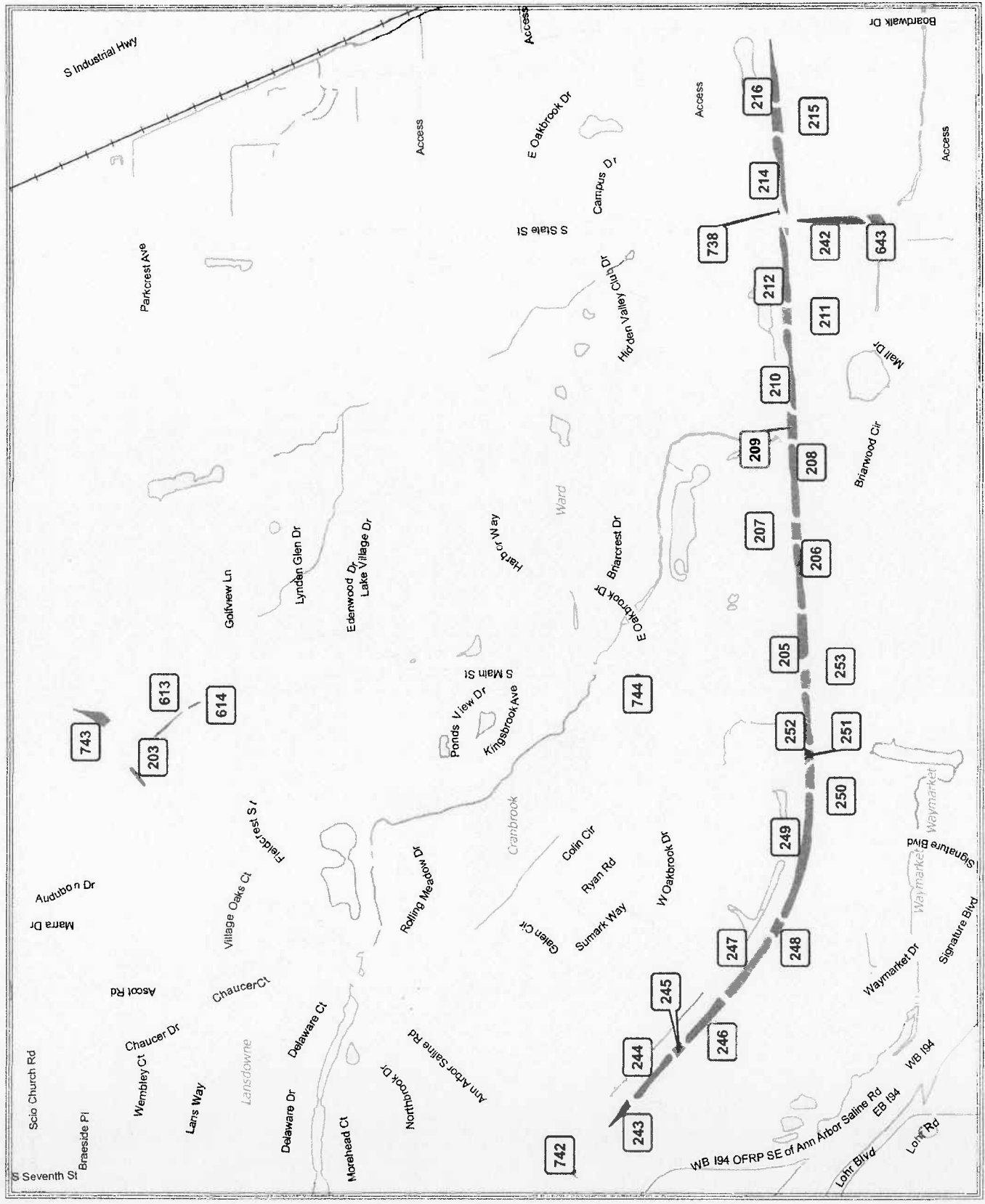
## MAP SE - 4

Islands

203	245
205	246
206	247
207	248
208	249
209	250
210	251
211	252
212	253
213	613
214	614
215	643
216	738
242	742
243	743
244	744

- Traffic Islands
- Parks area to Mow
- Ann Arbor City Parks
- Railroads
- Edge of Pavement
- Rivers and Streams
- Lakes and Ponds

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# Traffic Island Locations - SE Section



MAP  
SE - 5

Islands  
650 737

- Traffic Islands
- Parks area to Mow
- Ann Arbor City Parks
- Railroads
- Edge of Pavement
- Rivers and Streams
- Lakes and Ponds

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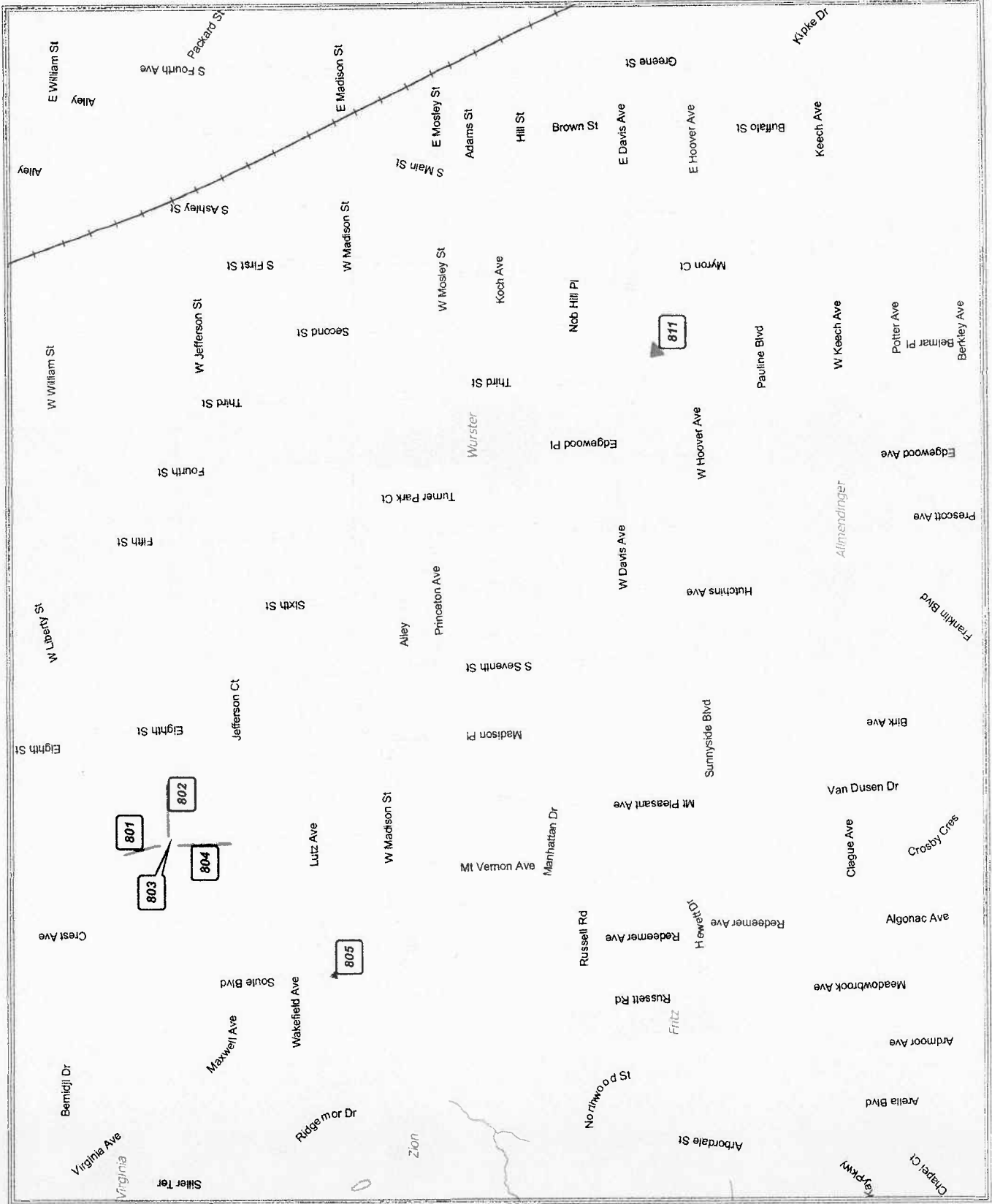
# Traffic Island Locations - SW Section

## MAP SW - 1

Islands  
801 804  
802 805  
803 811

- Traffic Islands
- Parks area to Mow
- Ann Arbor City Parks
- Railroads
- Edge of Pavement
- Rivers and Streams
- Lakes and Ponds

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# Traffic Island Locations - SW Section

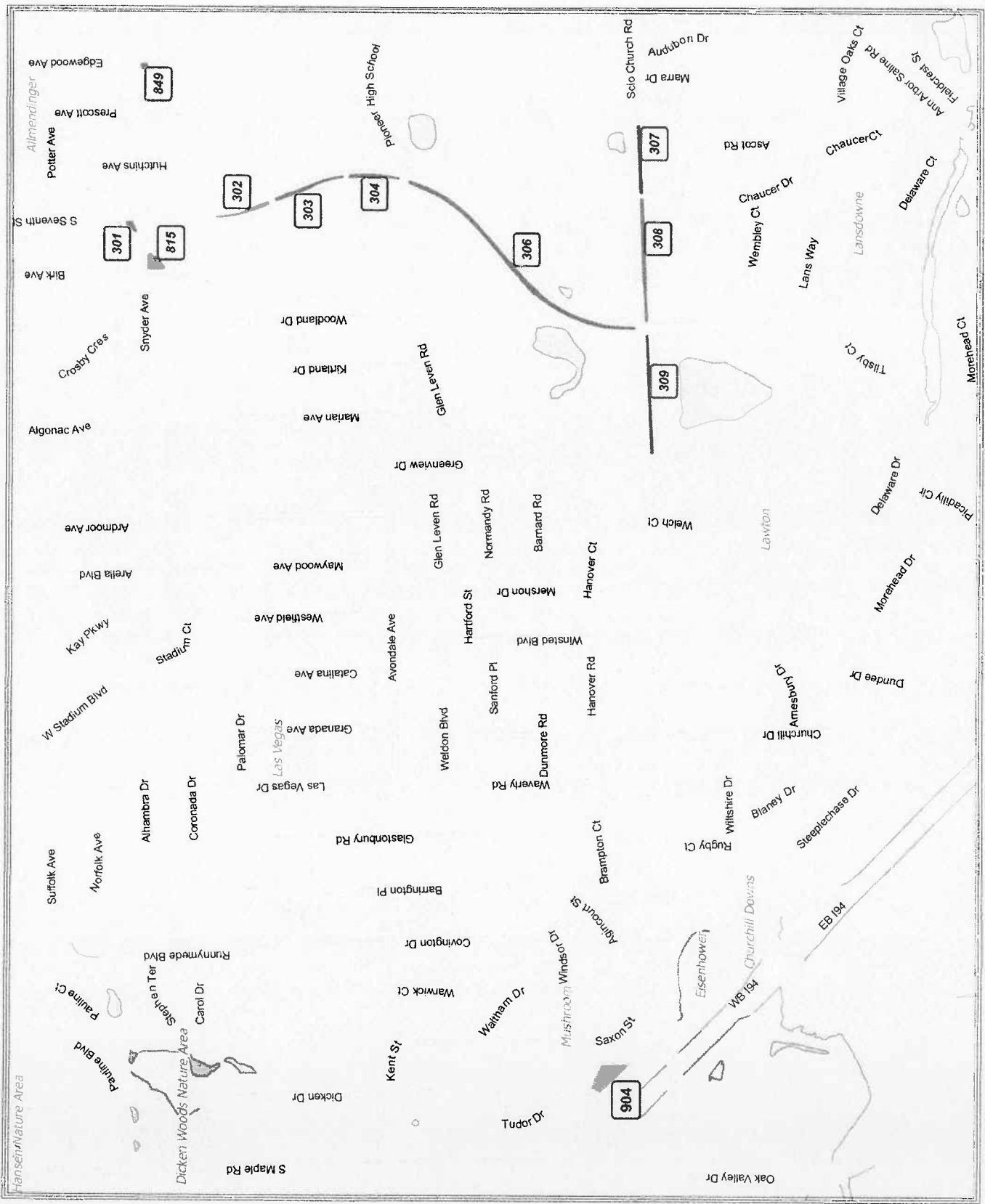
MAP  
SW - 2

- Islands**
- 301
  - 302
  - 303
  - 304
  - 306
  - 307
  - 308
  - 309
  - 815
  - 849

- Parks**
- 904

- Traffic Islands
- Parks area to Mow
- Ann Arbor City Parks
- Railroads
- Edge of Pavement
- Rivers and Streams
- Lakes and Ponds

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## Spencer, Colin

---

**From:** Praschan, Marti  
**Sent:** Thursday, March 19, 2015 8:25 AM  
**To:** Spencer, Colin  
**Cc:** Glenn, Tina  
**Subject:** FW: ITB# 4364 Seasonal Mowing Services (Intent to Award Notice)



Marti Praschan  
Financial Manager  
City of Ann Arbor  
(734) 794-6310 X 43105  
mpraschan@a2gov.org

---

**From:** Kris . [mailto:kris@kbklandscaping.com]  
**Sent:** Wednesday, March 18, 2015 7:33 PM  
**To:** Praschan, Marti  
**Subject:** Re: ITB# 4364 Seasonal Mowing Services (Intent to Award Notice)

Thanks for the info are cost would be \$145 per cut

Sincerely,

Kris Krause, President  
KBK Landscaping, Inc.  
9685 West. U.S. Hwy 12  
Saline, MI 48176

888-408-0320 Office  
517-546-7508 Fax  
734-320-5133 cell

[www.kbklandscaping.com](http://www.kbklandscaping.com)

**Serving South-East Lower Michigan Since 1998- Great Service at the Best Possible Price**  
*Lawncare - Fertilization - Landscape Installation - Right of Way Mowing - Snow Plowing - Salting Service - Snow Hauling*

On Wed, Mar 18, 2015 at 11:48 AM, Praschan, Marti <[MPraschan@a2gov.org](mailto:MPraschan@a2gov.org)> wrote:

Kris,

My understanding from the Field Operations group is that the path involves mowing & trimming of the grass parallel to the path.

The path is about one mile long and runs along the curb. Most areas there is only grass on one side of the path but there are a few areas that have grass between the curb and the path that would need to be included. The current vendor indicates that it takes about 1.5 hours to complete.



Marti Praschan

Financial Manager

City of Ann Arbor

(734) 794-6310 X 43105

[mpraschan@a2gov.org](mailto:mpraschan@a2gov.org)

---

**From:** Kris . [<mailto:kris@kbklandscaping.com>]

**Sent:** Tuesday, March 17, 2015 11:47 PM

**To:** Praschan, Marti

**Subject:** Re: ITB# 4364 Seasonal Mowing Services (Intent to Award Notice)

Hi Marti

The cost per mowing for 5 W. Eden is \$40 per cut

In regards to the section on the Northside of Washtenaw from Platt to Tuomy what all do we have to mow ? looks like most locations are maintained by home owners or businesses. Please advise

Sincerely,

Kris Krause, President  
KBK Landscaping, Inc.  
9685 West. U.S. Hwy 12  
Saline, MI 48176

888-408-0320 Office

517-546-7508 Fax

734-320-5133 cell

[www.kbklandscaping.com](http://www.kbklandscaping.com)

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On Tue, Mar 17, 2015 at 9:31 AM, Praschan, Marti <[MPraschan@a2gov.org](mailto:MPraschan@a2gov.org)> wrote:

An email will suffice for your bid. Yes, they are to be mowed bi-weekly.



Marti Praschan  
Financial Manager  
City of Ann Arbor

(734) 794-6310 X 43105

mpraschan@a2gov.org

---

**From:** Kris . [mailto:[kris@kbklandscaping.com](mailto:kris@kbklandscaping.com)]  
**Sent:** Monday, March 16, 2015 9:18 PM  
**To:** Praschan, Marti  
**Subject:** Re: ITB# 4364 Seasonal Mowing Services (Intent to Award Notice)

I will take a look at them tomorrow is there a bid pack I need to quote them on ? and are they to be mowed bi-weekly

Sincerely,

Kris Krause, President

KBK Landscaping, Inc.

9685 West. U.S. Hwy 12

Saline, MI 48176

888-408-0320 Office

517-546-7508 Fax

734-320-5133 cell

[www.kbklandscaping.com](http://www.kbklandscaping.com)

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On Mon, Mar 16, 2015 at 10:54 AM, Praschan, Marti <[MPraschan@a2gov.org](mailto:MPraschan@a2gov.org)> wrote:

Dear Kris,

It has come to the City's attention that two locations in section D were inadvertently left off ITB #4364, Seasonal Mowing Service, bid package. The maps for these two locations are attached.

The City is interested in seeking a bid from you for the two additional locations. Please return your bid as soon as possible.

Thank you for your bid. Please let us know if you have any questions.



Marti Praschan

Financial Manager

City of Ann Arbor

(734) 794-6310 X 43105

[mpraschan@a2gov.org](mailto:mpraschan@a2gov.org)

---

**From:** Spencer, Colin  
**Sent:** Friday, March 13, 2015 3:35 PM  
**Subject:** ITB# 4364 Seasonal Mowing Services (Intent to Award Notice)

The City of Ann Arbor is pleased to announce a tentative award, pending Council approval, for ITB# 4364 Seasonal Mowing Services to the firms as outlined below:

Section A – Traffic Islands to Green Vision

Section B – Wastewater Treatment Plant to United Lawnscape

Section C – Other City Properties to KBK Landscaping

Section D – Parks – Other Locations to Commercial Grounds

Section E – Rec & Ed Athletic Fields to KBK Landscaping

The bid tabulation sheet and bid analysis can be found on [the City's Purchasing website](#).

Prior to March 23<sup>rd</sup> the City will also need a copy of your firms Certificate of Liability Insurance that lists the City as an additional insured and in the policies and amounts listed in the ITB Document. In addition, the City will need your firm to sign the agreement (attached) in person here at City Hall so please respond back on your firms availability to sign the agreement prior to March 23<sup>rd</sup>. Note that your firms pricing section will be attached to the agreement.

The City appreciates your interest and thanks you for your firms bid. If you have any questions, please feel free to e-mail me at [cspencer@a2gov.org](mailto:cspencer@a2gov.org) and we look forward to your response on when next week you would like to come out and sign the agreement.

Thanks again and the City looks forward to working with your firm!

**Colin Spencer | Buyer | City of Ann Arbor**

301 E. Huron St., 5<sup>th</sup> Floor | Ann Arbor, MI 48107 | [cspencer@a2gov.org](mailto:cspencer@a2gov.org) | (734) 794-6000 x45207

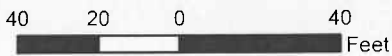


*Please consider the environment before printing this e-mail.*





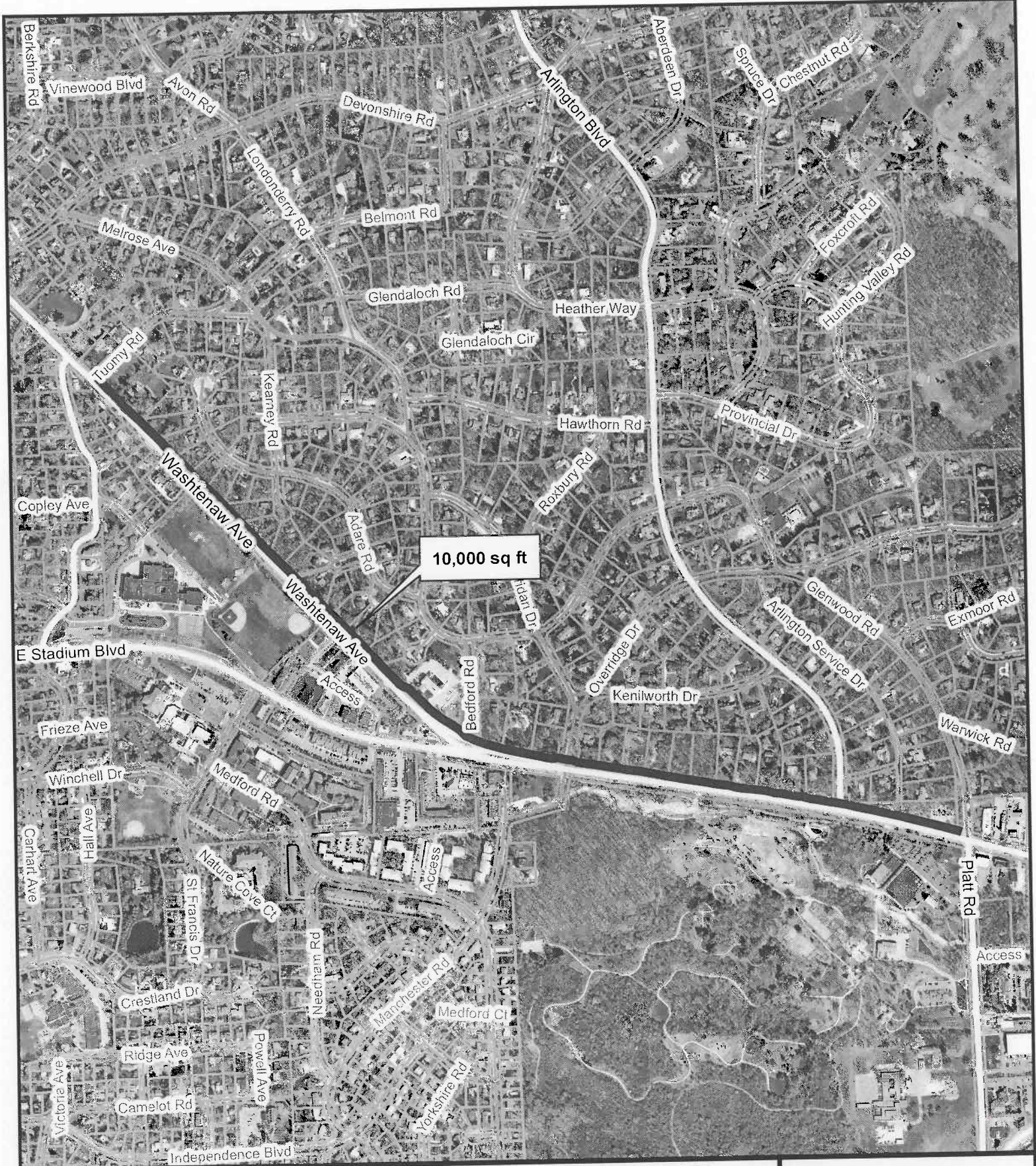
#960 - 5 W EDEN



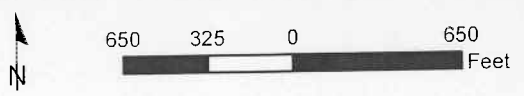
MOWING  
-SE-5-

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**#959 - WASHTENAW BIKE PATH**



**BIKE PATH MOWING**  
**--NE-2--**

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