

INVITATION TO BID

LANDSCAPING SERVICES BID

The City of Fenton, Michigan will receive sealed bids at the City Clerk's Office, 301 South Leroy Street, Fenton, Michigan 48430-2196 for landscaping services within the City of Fenton until Friday February 23, 2018 at 11:00 am.

Bids will be publicly opened and read at that time in the conference room of the Fenton City Office, 301 South Leroy Street, Fenton, Michigan. Bids should be submitted in sealed envelopes plainly marked "LANDSCAPING SERVICES - CITY OF FENTON".

Bids are being solicited only from responsible and established bidders known to be experienced and regularly engaged in municipal or commercial landscaping work. Satisfactory evidence that the bidder has the necessary capital, equipment and personnel to do the work may be required.

Proposal forms and specifications are on file for the inspection of bidders at the Fenton City Offices, 301 South Leroy Street and copies may be obtained by qualified bidders. Bidders can also go to www.cityoffenton.org to receive a copy of the bid.

The City Council reserves the right to reject any or all bids and to accept any bid, or portion thereof, which, in their opinion, is most advantageous to the City.

Michael A. Hart
Assistant City Manager

CITY OF FENTON
LANDSCAPE MAINTENANCE
SPECIFICATIONS
Fenton, Michigan

CITY OF FENTON
LANDSCAPE MAINTENANCE

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CITY OF FENTON
LANDSCAPE MAINTENANCE

SECTION 1 – INSTRUCTIONS TO BIDDERS

PART1 – GENERAL

1.1 QUALIFICATION REQUIREMENTS:

- A. Bids are solicited only from responsible bidders known to be experienced and regularly engaged work of similar character and scope to that covered in the Request for Bids (RFB). Satisfactory evidence that the bidder has the necessary capital, equipment and personnel to do the work may be required.

1.2 BID FORM:

- A. Sealed bids must be submitted on the bid forms furnished by the City. All bids must be filled out in ink or typewritten and shall be legally signed with the complete address of the bidder given thereon. Contractors not responding to all information requested in the RFB may have their bids rejected. For the RFB, the bid must remain valid for at least (90) days past the due date for the receipt of the RFB's.

1.3 RESPONSE DATE:

- A. To be considered, sealed bids must be received at the City Clerk's Office, 301 South Leroy Street, Fenton, Michigan 48430, on or before the time specified in the cover letter. The City Clerk's Office is open Monday thru Friday, excluding holidays, between 9:00 a.m. and 5:00 p.m. Contractors mailing bids should allow adequate delivery time to assure timely receipt of their bids. Sealed envelopes containing bids must be clearly marked on the outside with the contractor's name and "LANDSCAPE MAINTENANCE BID – CITY OF FENTON".
- B. All information submitted in the bid, including but not limited to bid prices, equipment, etc. must remain valid and available for acceptance by the City for at least (90) days past the submission deadline.

1.4 OPENING OF BIDS:

- A. All bids received will be publicly opened and read at the time and place specified in the cover letter. All bidders are invited to be present.

1.5 REJECTION OF BIDS:

- A. The City reserves the right to reject any or all bids, in part or in their entirety, or to waive any informality or defect in any bid, or to accept any bid which, in its opinion is deemed most advantageous to the City.

1.6 ALTERNATED OR ADDENDUMS

- A. Explanations desired by a prospective bidder shall be requested of the City in writing, and if explanations are necessary, a reply may be made in the form of an Addendum, a copy of which will be forwarded to each bidder. Every request for such explanation shall be in writing and addressed to: Assistant City Manager, City of Fenton, 301 South Leroy Street, Fenton, Michigan 48430.
- B. Bidders may provide alternate means of providing the services called for in this RFB at their discretion. This in no way relieves the bidder from providing the responses called for in this RFB. The City is under no obligation to consider any such alternates that may be provided.
- C. No inquiry or request received within (3) working days of the submission deadline for bidders will be given consideration.

1.7 CONTRACT EXECUTION

- A. The bidder to whom the Contract is awarded shall, within 10 calendar days after the notice of the award, enter into a written contract with the City. Failure to execute a contract will be considered abandonment of the award and the City shall have no further obligation to that bidder.

1.8 INCURRING COSTS:

- A. The City is not liable for any costs incurred by the contractors prior to the issuance of the contract.

1.9 MATERIAL SUBMITTED:

- A. All materials submitted as part of a bid will become the property of the City. The City reserves the right to use any or all ideas presented.

1.10 LENGTH OF CONTRACT:

- A. Bids shall address, to the greatest extent possible, all possible service delivery impacts, including, but not limited to, bid prices, equipment, etc. throughout the term of the contract. The City seeks to have the landscape maintenance services begin in spring 2018 and end with the conclusion of the 2020 calendar year. This three (3) year contract shall also be subject to annual budget appropriation. In the absence of an appropriation, a contract issued pursuant to this RFB shall be void and of no effect.

1.11 EXAMINATION OF SITE(S), DRAWING(S), ETC.:

- A. Bidder to visit site(s) of proposed work listed on the "Information Sheet", to become fully acquainted with conditions relating to construction and labor, and to fully

understand facilities, difficulties, and restrictions attending execution of work under proposed Contract. Bidder to thoroughly examine and be familiar with Drawing(s) and Contract Documents. Failure or omission of Bidder to receive and examine any form, instrument, addendum, or other document, or to visit site(s) to become acquainted with existing conditions, will in no way relieve him from any obligation with respect to Bid or Contract. Submission of Bid taken as prima facie evidence of compliance with this section.

1.12 PROJECT NARRATIVE:

- A. The City of Fenton (which includes the Downtown Development Authority) owns and/or maintains properties around the City that are in need of maintenance services. Maintenance services shall mean all services described within Section 320190, Annual Landscape Maintenance. The properties that are included in this bid are **(See accompanying City of Fenton Landscape Properties Map)**:

Freedom Park
City Hall and Police Station municipal grounds
Mill Pond (Dam) & Gazebo Parks
Museum yard
Depot grounds
Fire Station grounds
Bush Park entrance islands
DPW grounds (landscaped area west of building)
Conklin Park (landscaped area on east end of park)
Silver Lake Road R.O.W. from Leroy Street to Main Street
Silver Parkway Island Landscaping (1) near Silver Lake Road and (1) near Owen Road

Most of these properties are located in downtown Fenton. Conklin Park is located at the northwest corner of Silver Lake Road and Poplar. The City of Fenton DPW Garage is located in the Industrial Park at 200 Alloy Drive.

The City of Fenton expects a high standard of professionalism and it is imperative that each property be kept looking its best. All maintenance related items shall be completed with professionalism at all times. Public courtesy is a must, whether it involve interactions with City personnel or the general public. The City expects the maintenance contracting service to hold itself to a high standard when performing its functions for the City.

In keeping with our charge from the citizens, we need to be able to provide this service as efficiently as possible, and yet in full consideration of cost. They City of Fenton evaluates each bid with regard to quality of service offered, experience, cost, and other intangibles. With these factors in mind, we will hold the successful bidder to the highest necessary standards to complete this task.

1.13 BIDDER RESPONSIBILITY:

- A. By submission of a bid to do the work, the Bidder represents that the Bidder is fully informed concerning the requirements of the contract, the physical conditions to be encountered in the work, and the character, quality, and quantity of service to be performed, and of materials and equipment to be furnished. The Bidder will not be entitled to additional compensation if it subsequently finds that conditions require methods or equipment other than anticipated in making the bid. Negligence or inattention of the Bidder in determining the site conditions prior to filing a bid, or in any phase of the performance of the work, shall be grounds for refusal of the City to agree to additional compensation. Bidders having questions regarding the RFB should contact for clarifications.

1.14 ASSIGNMENTS OR SUBCONTRACTING:

- A. The Successful Bidder shall not assign, subcontract or otherwise transfer its duties and/or obligations under this proposal, without prior written consent of the City.

1.15 FAIR EMPLOYMENT PRACTICES:

- A. The Successful Bidder agrees not to discriminate against any employee or applicant for employment, to be hired in the performance of the contract with respect to hire, tenure, term, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of sex, race, color, religion, nation origin, ancestry, handicap or any other basis prohibited by State or Federal law or regulations.

1.16 CONTRACTOR'S PAYMENT OF TAXES, ETC.:

- A. The Successful Bidder shall be solely responsible for:
 - 1. Payment of wages to its work force in compliance with all Federal and State laws, including the Federal and State Wage and Hour laws.
 - 2. Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by the Successful Bidder under State and Federal law.
 - 3. Payment of all applicable Federal, State, or Municipal taxes, charges or permit fees, whether now in force or subsequently enacted.
 - 4. Payment of any and all suppliers, merchants or vendors from whom the Successful Bidder obtains items and materials related to the contract.
- B. The Successful Bidder shall indemnify and hold the City harmless from all claims arising from the foregoing payment obligations of the Successful Bidder.

1.17 DAMAGE TO PROPERTY:

- A. The Successful Bidder also accepts sole responsibility for any damage to any public or private property resulting from their performance of the work.
- B. The Successful Bidder will protect, defend, and hold harmless the City from any and all damage, claim, or expenses whatsoever, or any amounts paid in compromise there of arising out of or connected with the performance of this contract.

1.18 LABOR AND EQUIPMENT:

- A. The Successful Bidder shall furnish all labor materials, supplies, devices, or tools needed to perform the required services. In addition, the Successful Bidder shall provide all vehicles and other equipment and material necessary for the provision of maintenance services at locations in Fenton, Michigan. The Successful Bidder shall be responsible for leaving all work sites in a clean condition and for the removal of any resulting debris.

1.19 QUALITY OF SERVICE:

- A. The City expects the Successful Bidder to maintain all equipment in a clean and well-operating fashion, with special consideration for proper maintenance and care of all elements, items and equipment mentioned in this document. The Successful Bidder will operate in a professional manner and keep all noise and other nuisances to a minimum at all times while under contract with the City. The City is looking to keep from inconveniencing the public as much as possible. The Successful Bidder shall file all documents outlined in this RFB in a timely and well-organized manner.

1.20 OPERATION OF VEHICLES:

- A. The Successful Bidder shall operate all company vehicles in a manner so as not to impede traffic flow on City streets. Company vehicles are not to be left unattended for any reason except for emergencies or in the actual performance of the job. When a vehicle is left unattended for the actual performance of the job, it shall be parked according to all City Codes and ordinance in place at that time.

1.21 SUPPORT FACILITIES:

- A. Successful Bidder shall have an available office with sufficient staff and communications facilities to assure ready accessibility and prompt response to the needs of the City.

1.22 BREACH OF CONTRACT AND CITY'S RIGHT TO TERMINATE CONTRACT:

- A. In the event that any of the provisions of this bid and/or resulting contract are breached by the Successful Bidder, the City shall give written notice to the Successful Bidder of the breach or pattern of behavior that constitutes the breach

and allow the Successful Bidder to resolve the breach or pattern of behavior that constitutes the breach within ten (10) calendar days of the Successful Bidder's receipt of notice. If the breach or pattern of behavior is not resolved, then the City Manager of the City of Fenton shall have the right to cancel any contract by sending written notice to the Successful Bidder of the cancellation.

- B. If the Successful Bidder should be judged bankrupt, if it should make a general assignment for the benefit of its creditors, if a receiver should be appointed on account of its insolvency, if it should persistently or repeatedly refuse to supply enough labor, materials and/or equipment to meet the scope of work of the contract, if it should persistently disregard laws of the State of Michigan and/or ordinances of the City of Fenton or if it fails to comply and fulfill its obligations under any provision of the contract resulting from its bid, the City may, without prejudice to any other right or remedy, terminate the contract immediately.

1.23 CITY'S RIGHT TO MODIFY CONTRACT:

- A. The City reserves the right to negotiate with the Successful Bidder for a change in terms of the contract during the term of contract and to make adjustments relative to the implementation of a change that reduces or modifies the need for the landscape maintenance services. If the City and the Successful Bidder are unable to agree on a revised contract, the City may seek new proposals and, upon a minimum of ten (10) calendar day's written notice from the City, may terminate the unexpired portion of the contract. The City shall not be liable for any cost under this section beyond the contract price for the period where service is actually provided.

1.24 REFERENCES:

- A. All Bidders shall include a list of current and prior projects similar to that proposed in this RFB as references for qualifying experience. The name, address, and telephone numbers of the responsible individual(s) at the reference project site who may be contacted shall be included. Particular attention will be paid to references from commercial establishments in the City of Fenton and governmental servicing organizations within Genesee, Livingston and Oakland Counties. Experience in providing this service to municipal entities is preferred.

END OF SECTION 1

CITY OF FENTON
LANDSCAPE MAINTENANCE

SECTION 2 – PROPOSAL FORM

Name of Bidding Contractor

City of Fenton
301 South Leroy Street
Fenton, Michigan 48430

The undersigned (Bidding Contractor) hereby declares that this bid is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that he/she has carefully read and examined the Contract Documents, including the Request for Bid (RFB), General Requirements, and Program Guidelines for the designated work and understands all of the same; that he/she, or his/her representative, has made such personal investigation at the sites as is necessary to determine the character and difficulties attending the execution of the proposed work. Bidder proposes and agrees that if this Proposal is accepted, bidder will contract with the City, provide necessary machinery, tools, apparatus and transportation services necessary to do all the work specified or referred to in RFB and Contract Documents in the manner and time therein prescribed, and according to the requirements of the City as therein set forth, to furnish the insurance required of the Contractor by the RFB and Contract Documents, and that he/she will take in full payment, the unit prices set forth in the following proposal.

All bidders understand that the City reserves the right to accept or reject any and/or all bids, to waive any irregularities and/or errors in the bids, negotiate with any bidder, or to select the bid(s), or portions thereof, most advantageous to the City.

The Successful Bidder agrees that this bid shall be good, and may not be withdrawn and may be accepted by the City for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of a written Notice of Award of the Bid, the Successful Bidder shall execute a formal Contract Agreement within ten (10) calendar days. In the event that the Contract is not executed within the time set forth above, the Bid Proposal shall become the property of the City as liquidated damage for the delay and additional expense to the City caused thereby.

Costs shall include all landscape maintenance as specified for all sites as outlined below and per the accompanying **City of Fenton Landscaped Properties Map**. Bids are based on an annual basis.

These areas are as follows:

CITY PROPERTIES	<u>2018</u>	<u>2019</u>	<u>2020</u>
Freedom Park	\$ _____	\$ _____	\$ _____
City Hall & Police Station municipal grounds	\$ _____	\$ _____	\$ _____
Mill Pond (Dam) & Gazebo Parks	\$ _____	\$ _____	\$ _____
Museum yard	\$ _____	\$ _____	\$ _____
Depot grounds	\$ _____	\$ _____	\$ _____
Fire Station grounds	\$ _____	\$ _____	\$ _____
Bush Park entrance islands	\$ _____	\$ _____	\$ _____
DPW grounds (landscaped area west of bldg.)	\$ _____	\$ _____	\$ _____
Conklin Park (landscaped area on east end)	\$ _____	\$ _____	\$ _____
DDA PROPERTIES			
Silver Lake Road R.O.W. from Leroy to Main	\$ _____	\$ _____	\$ _____
Silver Parkway Island Landscaping; (1) near Silver Lake Road & (1) near Owen Road	\$ _____	\$ _____	\$ _____

****Contractor shall submit a total sum for each period of time. The cost submitted shall be complete including all labor, materials, general overall overhead and profits.***

<u>Years</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Total Annual Cost for all services provided (all individual property costs listed above)	\$ _____	\$ _____	\$ _____

Total Cost for 3 years (2018, 2019, 2020) \$ _____

During the period of maintenance, it shall be determined by the City to have the Maintenance Contractor extend his services beyond the scope of the contract. Such services and materials shall be governed by the following unit costs. These costs shall be complete, providing all labor, material, overhead and profits. These costs shall extend through the length of the contract.

Description	Application	Application Cost	3 yr. total cost
Tree spraying	1 time per year	\$ _____	\$ _____
Tree & Shrub Trimming	2 times per year	\$ _____	\$ _____
Spring Clean Up (Perennials, Grasses, Litter in Beds)	1 time in April	\$ _____	\$ _____
Planting bed maintenance (turn mulch over in beds/replenish, Weeding/maintain bed edge)	1 year	\$ _____	\$ _____
Lawn fertilization/Weed control Spring, Summer Fall applications	3 times per year (April, July, October)	\$ _____	\$ _____
Lawn Raking	1 time per year	\$ _____	\$ _____
Winter protection-shredded bark Mulching (2" deep) and all Evergreen beds	1 time per year (November)	\$ _____	\$ _____

Additional Unit Costs (Informational Purposes Only)

Length of Contract

Item	2018	2019	2020
Manual labor hourly rate	\$ _____	\$ _____	\$ _____
Supervisor hourly rate	\$ _____	\$ _____	\$ _____
Topsoil delivered and installed per cu yd	\$ _____	\$ _____	\$ _____
Shredded bark mulch per cu. yd.	\$ _____	\$ _____	\$ _____

Contractor acknowledges following addenda covering revisions to Drawing(s) or Specifications;
Cost of such revisions has been included in quoted base bid.

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Our Subcontractors will be:

Name	Address	Specialty
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

END OF SECTION 3

CITY OF FENTON
LANDSCAPE MAINTENANCE

SECTION 4 – SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1

OWNER

1.1 BASIC DEFINITIONS:

1.1.8 The word “Landscape Architect” is to be substituted for the word “Architect. This substitution is to be made throughout the entire General Conditions Section.

1.1.9 Term “Owner” also refers to any entity designated by the Owner (City), whether as Manager, General Contractor, Owner’s Representative, Construction Manager, etc.

“Bids”	shall be defined as an announcement of terms indicating what items are needed to complete a project.
“Bidders”	shall be defined as any person(s) or company that attempts to meet the terms of the bid.
“City”	shall mean the City of Fenton and/or its Downtown Development Authority (Owner).
“Successful Bidders”	shall be defined as the bidder who is chosen by the City Council to enter into an agreement of contract (Contractor) with the City.

These definitions are meant as guides for understanding and not binding explanations.

ARTICLE 2

CONTRACTOR

2.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR:

- 2.2.4 Before submitting Proposal, Bidder to personally make a site inspection for area of proposed work. Bidder to have determined, to their own satisfaction, conditions to be encountered in scope of work. Work to be completed in whatever manner and under whatever conditions may be encountered or created, without extra cost to Owner.
- 2.2.5 Existence and location of underground utilities to be investigated and verified in field by Maintenance Contractor before starting any digging work. Excavation in vicinity of existing structures and utilities shall be carefully done by hand. Contractor shall be held responsible for any damage to, and for maintenance protection of, existing utilities and structures.
- 2.2.6 Where excavation occurs over or around drainage lines, Contractor shall verify invert of existing lines before proceeding with construction.
- 2.2.7 When doubt occurs as to existence of any utility line or structure, Contractor shall confer immediately with Owner’s Representative.
- 2.2.9 Contractor will, in all cases, effectively protect existing trees and other plant material. If any such trees are damaged by Contractor, Contractor will be held liable in proportion to extent of damage.

ARTICLE 3

WARRANTY

3.5 WARRANTY:

3.5.2 Contractor guarantees all work free of defects in materials or workmanship. When any such defects are brought to attention of Contractor, the Contractor will, at their own expense make necessary repairs/replacements of defective work in question.

ARTICLE 9

PAYMENTS AND COMPLETION

9.5 DECISIONS TO WITHHOLD CERTIFICATION:

9.5.3 Owner shall have right, by its employees or by third party representative, to audit Contractor payroll, purchasing and all other pertinent records with respect to all work performed and to make copies thereof.

9.6 PROGRESS PAYMENTS:

9.6.7 Progress payments will be made on monthly billings, based on contract amount. Provide a partial waiver of lien to Owner that is certified by Contractor.

ARTICLE 15

MEASUREMENTS

15.2.1 The Contractor shall obtain his own field measurements and reconcile all conditions shown on the drawings with existing conditions at the site.

15.2.2 Before performing any work or ordering any materials, the Contractor shall verify all dimensions of existing conditions and shall be responsible for their accuracy. Any differences found shall be submitted to the Owner before proceeding with the work. No extra compensation will be permitted because of differences between actual dimensions and measurements indicated on the project drawings.

ARTICLE 16

COOPERATION AND DISPUTES

16.1 COOPERATION:

16.1.1 Contractor shall schedule his work hours to meet the request of the Owner. The contractor shall meet with the owner if requested to be certain that sites are in good order and to acknowledge any conditions that might be addressed immediately. All sites should

be evaluated weekly for any damage that has occurred, faulty irrigation system or any other conditions that are not acceptable.

16.1.2 Since the City has daily visitors, it is imperative that landscape maintenance compliments this activity. The contractor shall start the maintenance early in the morning to minimize disturbance to adjacent businesses.

END OF SECTION 4

CITY OF FENTON
LANDSCAPE MAINTENANCE

SECTION 5 – INSURANCE SUPPLEMENTAL CONDITIONS

PART 1 – INSURANCE

1.1 INSURANCE REQUIRED OF THE CONTRACTOR:

- A. Certificates of Insurance: Included in bid package, Bidders shall provide to the City complete certificates of insurance to meet the above requirements. Policies shall be endorsed to provide the City at least 30 days written notice of cancellation or intent not to renew coverages as called for above.
- B. Prior to commencement of the work, the Contractor shall purchase and maintain at his own expense during the term of the project such insurance as will protect him and the Owner, from claims arising out of the work described in this contract and performed by the Contractor, Subcontractor(s) or Sub-Subcontractor(s) consisting of:

1.2 WORKER'S COMPENSATION INSURANCE:

- A. Worker's Successful Bidder shall also comply with all requirements of the Michigan Workers' Compensation Law and shall at his own expense, maintain such insurance, including employer's liability, as will protect him from claims under said law and from any other claims for personal injuries, including death which may arise from the operations under the contract, whether operations be by himself or anyone directly or indirectly employed by him. The Successful Bidder shall provide the City with a copy of its workers' compensation insurance certificate.
- B. Self-insurance plans approved by the regulatory authorities in the state in which work on this project is performed are acceptable.

1.3 COMPREHENSIVE GENERAL LIABILITY:

- A. Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures:

1. All premises and operations
2. Explosion, collapse and underground damage
3. Contractor's Protective coverage for independent Contractors or Subcontractors employed by him.
4. Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement found hereinafter.
5. The usual Personal Injury Liability endorsement with no exclusions pertaining to employment.
6. Products and Completed Operations coverage. This coverage shall extend through the contract guarantee period.

1.4 COMPREHENSIVE AUTOMOBILE LIABILITY:

- A. A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles and including Michigan "No Fault" coverage's.
- B. In light of standard policy provisions concerning (a) loading and unloading and (b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.

1.5 OWNER'S PROTECTIVE LIABILITY POLICY:

- A. The Contractor shall purchase for the Owner, a separate Owner's Protective Liability policy to protect the Owner, the Engineer, their elected officials, council members, officers, owners, consultants, agents, employees and such public corporations in whose jurisdictions the work is located, for their contingent liability for work performed by the Contractor, the Subcontractor(s) or the Sub-Subcontractor(s) under this contract.

1.6 UMBRELLA OR EXCESS LIABILITY:

- A. The Contractor is granted the option of arranging coverage under a single policy for the full limit required for general liability and/or automobile liability or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested.
- B. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to his automobile liability insurance.

1.7 RAILROAD PROTECTIVE LIABILITY

- A. Where such an exposure exists, as determined by the Owner, the Contractor will provide coverage in the name of each railroad company having jurisdiction over rights-of-way across which work under the contract is to be performed. See Additional Named Assured.

1.8 LIMITS OF LIABILITY:

- A. The required limits of liability for insurance coverage shall be not less than the following:

1. Workers' Compensation

Coverage A – Compensation	Statutory
Coverage B – Employer's Liability	\$500,000

2. Comprehensive General Liability

Bodily Injury and Property Damage	\$500,000	Each Occurrence
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3. Comprehensive Automobile Liability

Bodily Injury and Property Damage Combined Single Limit	\$500,000	Each Accident
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4. Owner's Protective

Bodily Injury and Property Damage	\$500,000	Per Occurrence
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5. Umbrella or Excess Liability

\$2,000,000	Per Occurrence
\$2,000,000	Aggregate

6. Insurance – Other Requirements

- a. Notice of Cancellation or Intent Not to Renew – Policies will be endorsed to provide that at least 30 days written notice shall be given to the Owner and to the (Clerk's Office and DPW) of cancellation of, or intent not to renew. (See Additional Assured hereinafter).

1.9 EVIDENCE OF COVERAGE:

- A. Prior to commencement of the work, the Contractor shall furnish to the Owner, Certificates of Insurance in force on the Owner's Form of Certificate provided.
- B. Other forms of Certificate are acceptable only if (1) they include all of the items prescribed in the Owner's Form of Certificate, including agreement to cancellation provisions outlined herein. (2) they have written approval of the Owner.
- C. The Owner reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by certificates.

D. Such policy copies shall be “originally Signed Copies”, and so designated.

1. Insurance Required for the Contractor:

- a. Workers’ Compensation and Employers’ Liability
- b. Comprehensive General Liability – including:

- 1) All premises and operations
- 2) Explosion, collapse and underground damage
- 3) Contractor’s Protective
- 4) Contractual Liability for obligations assumed in the indemnification-Hold Harmless Agreement of this Contract
- 5) Personal Injury Liability
- 6) Products and Completed Operations

- c. Comprehensive Automobile Liability – including owned, non-owned and hired vehicles and Michigan “No Fault” coverages
- d. Umbrella or Excess Liability

2. Insurance Requirement for the Owner

- a. Owner’s Protective Liability which names as insured(s) the Owner, the Engineer, their elected officials, council members, officers, owners, consultants, agents, employees and such public corporations in whose jurisdiction the work is located. (See Additional Named Insured hereinafter).

1.10 QUALIFICATIONS OF INSURERS:

A. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage’s required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating no lower than XI and a policyholder’s service rating no lower than B+ as listed in A.M. Best’s Key Rating Guide, current edition.

B. Companies with ratings lower than B+; will be acceptable only upon written consent of the Owner.

1.11 INDEMNIFICATION

A. The Contractor agrees to indemnify, defend, and save harmless the Owner, officers, owners, consultants, agents, and employees, from and against all loss or expense (including costs and attorney’s fees) by reason of liability imposed by law upon the Owner, officers, owners, consultants, agents, and employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property is due, or claimed to be due, to the negligence of the Contractor, his Subcontractors, the Owner, officers, owners, consultants, agents and employees, except only as such injury or damage shall have

been occasioned by the sole negligence of the Owner, officers, owners, agents, employees or consultants.

END OF SECTION 5

CITY OF FENTON LANDSCAPE MAINTENANCE

SECTION 6 – APPLICATIONS FOR PAYMENT

1 – GENERAL

1.1 REQUIREMENTS INCLUDED:

- A. Submit Applications for Payment to Owner's Representative in accordance with the schedule established by Conditions of the Contract and Agreement between Owner and Contractor.
- B. Contractor shall submit invoices on a monthly basis for all work completed. The City shall pay invoices for acceptable work within thirty (30) days of receipt.

1.2 RELATED REQUIREMENTS:

- A. Agreement between Owner and Contractor
- B. Conditions of the Contract: Progress Payments
- C. All applicable sections of the specifications

1.3 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT:

A. Application Form:

- 1. Fill in required information, including that for Change Orders executed prior to date of Submittal of application.
- 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
- 3. Execute certification with signature of a responsible officer of Contract firm.

B. Continuation Sheets:

- 1. Fill in total list of all schedules component items of work, with item number and scheduled Dollar value for each item.
- 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.

- a. Round off values to nearest dollar, or as specified for Schedule of Values
3. List each Change Order executed prior to date of submission, at the end of the continuation sheets.

1.4 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS:

- A. When the Owner or the Owner's representative requires substantiating data, Contractor shall submit suitable information, with a cover letter identifying:
 1. Project
 2. Application number and date
 3. Detailed list of enclosures
 4. For stored products (if applicable):
 - a. Item number and identification as shown on the application
 - b. Description of specific material
- B. Submit one copy of data and cover letter for each copy of application

1.5 SUBMITTAL PROCEDURE:

- A. Submit Applications for payment to Owner's Representative monthly.
- B. Number two copies of each Application along with waiver of lien.
- C. When Owner's Representative finds the Application properly completed and correct, he will transmit a copy of the certificate for payment to the Contractor.

END OF SECTION 6

CITY OF FENTON
LANDSCAPE MAINTENANCE

SECTION 7 – REGULATORY REQUIREMENTS AND PERMITS PART

1 – GENERAL

1.1 REQUIREMENTS INCLUDED:

- A. The Successful Bidder shall comply with the Safety Rules and Regulations of the Associated General Contractors of America, the Occupational Safety and Health Standards of the Construction Industry, State of Michigan, Department of Labor, for the protection of workers on this project.
- B. All equipment and work shall conform to the requirements of the Occupational Safety and Health Act and Michigan Department of Labor Occupational Safety Standards, as amended.

- C. The Successful Bidder shall observe city ordinances relating to obstruction of streets, and shall obey all laws and city ordinances controlling or limiting those engaged in the work. The Successful Bidder shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners.

END OF SECTION 7

CITY OF FENTON
LANDSCAPE MAINTENANCE

SECTION 8 – ANNUAL LANDSCAPE MAINTENANCE

1 – GENERAL

1.1 RELATED DOCUMENTS:

- A. Attention is directed to Bidding and Contract Requirements, and to the General Conditions, hereby made part of this section.

1.2 DESCRIPTION OF WORK:

- A. The Landscape Maintenance Contractor is responsible for all care as specified herein and for any additional care not specified herein that is necessary to assure healthy stock and lawns and a neat well-kept site.
- B. Landscape maintenance work shall include, but not be limited to, controlling of weeds, insect, and disease, trimming and pruning, re-mulching, raking, fertilizing, irrigation, reseeding, leaf removal, spring and fall cleanup.
- C. The Contractor shall be wholly responsible for the health and appearance of the landscape planting to be maintained and for inspections, scheduling of work and execution of whatever work may be required to keep the landscape in a healthy vigorous, and attractive condition.
- D. The Landscape Maintenance Contractor shall coordinate his operations with the City's Representative(s) and any other Contractors on the site.

1.3 PROJECT CONDITIONS:

- A. An irrigation system is provided on some sites. The City uses a separate contractor for maintaining these services.
- B. General pruning requirements and techniques outlined in this specification apply to all plantings. Pruning, except as required above, is discouraged.

- C. The Landscape Maintenance Contractor shall furnish all fertilizers, weed controls, and other landscape maintenance items necessary to provide a high standard of maintenance. Insecticides, fungicides, weed controls, etc. shall be nationally recognized brands used throughout the landscape profession, delivered in containers clearly marked with product weight, chemical analysis, etc. Pesticide applications shall be only made by a certified pesticide applicator. The City shall be notified prior to application of all products listed above. Landscape maintenance contractor shall also place temporary signs within all areas that have received these products and maintain signs for the duration specified by product manufacturer.

PART 2 – EXECUTION

2.1 TREE AND SHRUB MAINTENANCE:

A. Pruning:

1. Contractor shall be familiar with correct pruning procedures and prune only when there is a need. If a branch is removed there should be a definite reason for doing so.
2. Contractor shall ensure that all safety precautions are adhered to and that employees wear safety glasses, ear protection, and appropriate clothing, etc.

B. Guidelines for Pruning:

1. Remove dead or dying portions of plant
2. Remove disease or insect infected portions of plants if the problem cannot be controlled by other methods of treatment
3. Remove portions of plant injured or killed by winter conditions. Wait until upper and lower new growth begins next spring before any removal of such branches
4. Remove any broken or damaged portions of plant
5. Remove any branch stubs
6. Remove any rubbing branches
7. Remove all sprouts or suckers at the base of the grafted plants
8. Remove water sprouts (succulent vigorous shoots on the inside of the tree near the trunk)
9. Remove narrow-angled branches from the main trunk
10. Remove any lower branches that are a safety hazard or interfere with individual or vehicular traffic
11. If two limbs are paralleling each other too closely, the least desirable one should be cut at a point of origin leaving the smallest void possible
12. Remove limbs which cross over or are rubbing on other limbs

C. Time of Year to Prune:

1. Deciduous trees and shrubs should be pruned during their dormant period, but not during heavy frost. Pruning should be done when all of the foliage has dropped, generally from mid-November to the latter part of December. All pruning should be done before buds show evidence of swelling. Wait until frost-damaged plants begin to grow before pruning them. Prune heavy bleeders such as Maples when in full leaf (early summer).
2. Prune multiple leaders of pines and spruces, in order to retain a single, vigorous leader. Remove dead, damaged or diseased limbs annually. Do not trim or remove lower branches and evergreens. When necessary, prune branches flush to the nearest living limb, maintain a well-rounded, balanced natural form of the trees. Pruning to shape evergreens should be limited to the removal of one third of the current year's growth in late spring or early summer after new growth has started but before it has matured and before buds have developed. Evergreen shrubs should be pruned to form a mass such as a hedge and not pruned into individual plants. Remove dead or diseased branches.
3. Employ clean sharp tools. Make cuts flush with main branch, smooth and sloping to prevent accumulation of water on cut. Do not leave little stumps on trunks or main branches. Remove smaller branches at juncture of limb from which they originate or cut at twig or bud pointing outward. Pruning saws should be used on limbs of more than 1 inch in diameter. Undercut larger branches to prevent tearing of bark.
4. Very light pruning can be done when trees are in full leaf. Limbs growing on the main trunk or those that may be hanging downward and causing problems can be removed anytime.

D. Equipment for Pruning:

1. Limbs of various sizes will be removed during pruning. Hand pruning saws are to be used on limbs measuring over 1 inch in diameter. Pruning loppers are recommended for limbs less than 1 inch in diameter and hand pruning shears are used for small twigs.
2. All equipment should be kept sharp to make clean cuts and avoid fraying or crushing of the bark.

E. Pruning Limbs broken by Wind:

1. When cutting a limb that has been broken by wind, make proper cuts to prevent peeling of the bark on the portion that will remain. The first cut should be made on the bottom side of the fractured limb. The location of this cut should be on non-injured wood just beyond the fracture toward the center of the tree. The second cut is made on the top side about 6 to 8 inches beyond the bottom cut (toward the center of the tree). Continue making the top cut until the weight of the limb causes it to start splitting. When splitting starts, it will continue until it reaches the bottom cut and the entire limb will fall free. A third cut may be necessary to promote rapid healing.

2. Broken limbs require special cuts to prevent peeling of bark. Cut one is made on bottom side until it begins to bind. Cut two is made on the top side. A third cut may be necessary to remove jagged edges.

F. Proper Pruning Cuts when Removing Limbs:

1. The pruning cut should be made toward the outside portion of the "collar." If a tree does not produce this characteristic collar, then make the cut flesh to the limb where it was growing.

G. Replacement of Plant Material:

1. The Contractor must immediately inform the City's representative of all dead or dying plants, and replace them as required by the City. Reinstatement of plants only at the end of the contract period will not be acceptable. The Contractor must provide the cost of reinstatement of healthy plants, including a 12-month guarantee.
2. Quality and Source of Plant Material: Comply with Guide Specification for Nursery Stock. Referring to size and development of plant material and root ball. Measure plants when branches are in their natural position. Height and spread dimensions refer to main body of plant and from branch to tip to branch to tip. Measure caliper 6" above ground level. Use trees and shrubs of No. 1 grade. Label each plant as to type, grade and size.
3. Use trees and shrubs that are structurally sound, with strong fibrous root system free of disease, insects, defect, or injuries. Use trees with straight trunks, well-formed and characteristically branched for species. Plants must have been transplanted or root pruned regularly, but not later than the growing season prior to arrival on site and must be grown in climate soil conditions similar to those of the installation site.
4. Container Grown Stock: Container grown stock is acceptable if containers were large enough for root development. Trees and shrubs must have grown in container for minimum of one growing season, but not longer than two. Root system must be able to hold soil when removed from the container. Plants that have been root bound are not acceptable. Container stock must have been fertilized with a slow release fertilizer.
5. Balled and Burlapped Stock: Coniferous and Deciduous trees must be dug with a large firm ball. Base size of root ball for trees on caliper taken at 12" above ground level. A tree with 3" base requires root ball of 36" diameter. Increase diameter of root ball by 10" with each increase of 1". Root balls of proper size must include 70% of fibrous and feeder root system. Secure root balls with 5 oz. Hessain burlap, heavy twine, and rope. Frozen root balls will be permitted, provided they are sufficiently protected to prevent breakage. Protect root balls against sudden changes in temperature and exposure to heavy rainfall.
6. Guarantee: The Contractor shall be required to guarantee all replacement plants as specified in this section of the contract, twelve (12) months from the date of written acceptance of the work by the City's Representative. The plants shall be in a healthy and growing condition by the end of the guarantee period. Plants with

dead or dying branches, which in the opinion of the City's Representative, are sufficient to detract from the character and form of the plant, will not be accepted. Replacements required at the end of the guarantee period shall be plants of the same kind and size as shown from the plant list and on the drawings, furnished and planted as specified in the contract documents. The cost of replacement shall be the responsibility of the Contractor.

- a. Restoration to the original condition of all material disturbed or removed in the replacement procedure, or damaged by his workmen, shall be the responsibility of the Contractor. Replacement plants shall be subject to this guarantee requirement. Replace plant stock that is dead or not in a flourishing and satisfactory growing state, or does not meet the specification requirements. Remove dead stock immediately. Replace stock at proper time during the next planting season. Adjustment and replacement work shall be performed as specified in this section with materials of the same size, variety and quality of material replaced.
7. Planting: Plant during suitable weather conditions, according to locally accepted proactive, and with the City's Representative's approval. Plant trees and shrubs vertically and faced to the best appearance in relation to structure, roads, and walks. Set plumb in the center of the pit and at the same relation to grade as originally shown, after settlement has taken place.

- a. Planting Mixture for Trees: Excavated native soil, pulverized to 1" maximum size clumps.

Planting Mixture for Shrubs: Standard planting backfill shall be a mixture of 1/3 topsoil, 1/3 sand and 1/3 peat. Adding fertilizer type "B" to mixture per manufacturer requirements. Follow planting details.

Planting Mixture for Flowers: Ground Cover Beds, Ericaceous Plants and Ornamental Grasses: Planting backfill should be a mixture of 1/3 topsoil, 1/3 sand, and 1/3 peat. Adding fertilizer type "B" to mixture per manufacturer requirements. Follow planting details.

Plant Fertilizer Type A" Grigg Brothers 16-4-8 with micronutrients, applied per manufacturer's recommendations.

Plant Fertilizer Type B: Grigg Brothers 7-7-7 with micronutrients, applied per manufacturer's instructions.

- b. Set plants straight in pits. Ensure that, for trees, the top of the root ball is set at the trunk rapid taper height with the surrounding grades. Remove all ropes, wires, etc. and pull burlap away from top of root ball. Constantly tamp soil around root ball to eliminate air pockets. Soak planting mixture thoroughly with water when hole is filled half way. Fill hole completely, leaving shallow saucer

directly over the root ball, and slightly smaller in diameter than the excavation. Water trees and planting beds thoroughly immediately after planting.

- c. Any damaged tree or shrub that would require the removal of more than one third (1/3) of the branching structure to repair, shall be completely removed and replaced. Trees or shrubs that have died or are in poor condition shall also be replaced. The cost of such replacements (plant material) after the expiration of the initial warranty period (excluding loss due to neglect) shall be paid for by the City. Such amount shall be in addition to the sum of the Maintenance Contract. Areas damaged as a result of replacement operations are to be restored by the Maintenance Contractor at no cost to the City.

H. Weed Removal and Control:

1. Throughout the growing season, planting beds are to be weeded and/or treated with herbicides as necessary to maintain planting beds free of weeds at all times.
2. In early spring, any weed growth within shrub beds or planting areas is to be removed and all beds (areas of mulch) shall be treated with a pre-emergent herbicide. Herbicides are to be used with extreme care and per manufacturer's specifications and warnings. Contractor shall notify City's Representative prior to applying herbicide and place and maintain temporary signs on all areas that have been treated for the duration as specified by the product manufacturer.

I. Fertilizers/Additives:

1. Yearly, a soil test should be taken to determine soil nutrient needs and pH within planting beds. Samples should be taken 2"-4" below the surface in representative locations. The test results will give a detailed analysis of the soil and will recommend fertilizer types and quantities. Follow all directions specifically. Contractor shall include in the quote the cost for soil testing.

J. Mulching Replacement:

1. Shredded bark is to be used in areas originally mulched as directed by the City's Representative. Once a year mulch should be turned over and replenished to maintain a 3" mulch layer in shrub beds and 4" layer around the trees.

K. Insect and Disease Control:

1. Monitor all trees and shrubs in the landscaped areas for insect or disease conditions and treat immediately. Use appropriate pesticides per manufacturer's instructions. Contractor shall notify City's Representative prior to applying pesticide and place and maintain temporary signs on all areas that have been treated for the duration as specified by the product manufacturer.
2. If in doubt as to appropriate control, contact the horticultural agent at the local Cooperation Extension Service for advice.

L. Fungus control in Turf: If fungus conditions are present in the turf, the Contractor shall apply SPOTRETE F, a turf fungicide as follows:

1. Preventative Dosage for dollar spot or brown patch apply 3 and $\frac{3}{4}$ fluid ounces of SPOTRETE F per 1,000 square feet (5 quarts per acre) in 5-10 gallons of water. Spray in seven-day intervals throughout the warm season. For snow mold apply 12 fluid ounces of SPOTRETE F per 1,000 square feet (4 gallons per acre) in 5-10 gallons of water. Spray in the autumn prior to the first snowfall. Repeat application in the early spring. Curative dosage for dollar spot and brown patch apply 7 and $\frac{1}{2}$ fluid ounces per 1,000 square feet (2-1/2 gallons per acre) in 5-10 gallons of water. Apply when disease first appears and repeat application at 7-10 day intervals as necessary.

M. Watering:

1. It shall be the Landscape Maintenance Contractor's responsibility to monitor water needs to assure that all trees and shrubs receive sufficient water for healthy growth. Notify the City Representative when watering is required on the sites without irrigation.

2.2 LAWN MAINTENANCE:

A. Raking:

1. In early spring, all lawns shall be thoroughly raked to remove all dead grass, leaves, and twigs.

B. Aerification:

1. Unless signs of soil compaction are evident, aerification is not required for the first four years and then every fourth year thereafter.
2. Aerification when performed shall be done in early spring immediately after spring raking. The aerification shall be done with a mechanical aeration machine that removes cores of soil several inches in length. These cores shall be broken up immediately after being extracted by either raking or mowing.

C. Repair:

1. Each year after the initial spring clean-up and aerification (if performed) the lawn should be thoroughly inspected for areas of poor growth or damage. These include areas damaged by foot or auto traffic, erosion, disease or insect infestation, etc.
2. All bare spots and areas of damage regardless of cause shall be repaired by resodding.
3. Any holes, ruts, or areas of erosion shall be filled in with clean topsoil and resodded as appropriate to reestablish a smooth, stable surface.

D. Mowing:

1. Shall be provided by others

E. Watering:

1. It shall be the Landscape Contractor's responsibility to monitor water needs of lawn areas closely and to inform the City Representative to adjust the irrigation system to provide efficient coverage throughout the season, taking into consideration seasonal variations in water needs.

F. Fertilizing:

1. Work specified in this section shall include periodic soil testing. When authorized by the City's Representative, test topsoil from varied locations for nitrogen, phosphorus, potassium, pH value, soluble salt, and organic matter content. Request a Soil Test Report specifying lawns. Submit test laboratory analysis report to the City's Representative for approval before implementation.
2. When soil tests are performed, base fertilizing program on recommendation arrive at through soil test. When soil tests are not performed, apply 3:1:1 ratio fertilizer rate of .88 lbs nitrogen/100 sq yd. Apply in early spring as soon as frost is out of ground. Make supplementary application of .44 lbs nitrogen/100 sq yd I nearly summer. Apply 1:2:1 ratio fertilizer at the rate of .88 lbs nitrogen/100 m² in late September and October.
3. Use mechanical spreading equipment and follow manufacturer's specifications to obtain an even application of fertilizer. Check calibration of spreader to ensure specified rate is spread evenly. Water immediately after fertilizing to obtain moisture penetration of 2". Rectify uneven spreading as soon as it becomes apparent. Spread additional fertilizer over areas affected or rake out excess application.
4. A winterize application with a high level of phosphorus and potassium will assure a deeper, stronger root system in preparation for winter as specified by product manufacturer.

G. Weed control:

1. Weed killers must be commercial herbicide registered for use under Federal and State Pesticides Legislation and conform to municipal by-laws. The Contractor must have a license for herbicide spraying. Inform City's Representative of specific weed problems and recommend eradication methods. All weed control spraying must be approved by the City's Representative. If chemical weed killers are to be used, obtain approval of the City's Representative prior to spraying. Required notification and posting of warning signs and all other government regulations shall be adhered to.
2. Apply herbicides when weeds are growing well but before seed forming. When herbicide application is combined with granular fertilizer, ensure that granular is not spread in planted areas. Should application of herbicide not be combined with fertilizer, ensure that it is done during calm weather to prevent spreading by wind over areas that should not be touched (planted areas, cars, etc.) and to allow for even spreading.

3. Prepare spray mixture according to manufacturer's recommendation and apply at recommended rates by means of even spray with a maximum pressure of 29 lbs/in². Do not use mist blower. Confine spray pattern to area to be treated. Do not spray on windy days. Use herbicides only between air temperatures between 59 degrees F and 86 degrees F, or as specified; do not spray during the warm hours of the day. Apply on dry plants when no rain will be expected within 12 hours. Record herbicide use, including type of herbicide, manufacturer, application rate, location, and date of application. Repair and compensate for any damage caused through improper use of herbicide.

H. Pest and Disease Control

1. Type and chemical content as required and to be approved by the City's Representative prior to use. Use only products registered for use under Federal and State Pesticides Legislation and conform to municipal bylaws. The Contractor must have an appropriate license for pesticide spraying. Inform Site Representative of specific pests and/or disease problems and recommended eradication methods. If chemical pesticides are to be used, obtain approval of City's Representative prior to application or spraying. Required notification and posting of warning signs and all government regulations shall be adhered to.
2. Trees, shrubs and grasses are to be inspected regularly and any sign of pests and diseases shall be reported to the City's Representative immediately, along with a recommendation for the correction of the situation. Pest and disease controls to be approved by the City's Representative prior to application.
3. Disease (Fungus, Bacteria): When such damage occurs, it is necessary to correctly identify the cause of the problem by defining the symptoms, leading to identification of the disease. Apply appropriate chemical control to prevent spread of the disease and to restore healthy sod. Advise City's Representative of the common diseases and related chemical treatments required. Follow the manufacturer's specifications for application.
 - a. For diseases, where cultural control methods are effective, such as heavy raking with flexible grass rake on areas with "snow mold", the cultural control methods are preferred.
4. Pests: When the pest does become obvious, identify the particular insect involved, including the type of insect, its feeding habits and the present stage of its life cycle. Determine the particular insecticide to be used as well as the rate and time of application that will achieve satisfactory control in a safe and lawful manner for the public. Insecticides should be applied uniformly with proper equipment calibrated at the desire rate. Advise the City's Representative the common disease and related chemical control treatment required, and obtain approval prior to commencing application.
5. Tree Spraying: All tree and shrub spraying shall be done when there are a minimum number of vehicles in the parking area. Should any vehicles be present during spraying, precautions should be made to protect any vehicle from over-spray or mist.

- I. Dethatching:
 - 1. Lawn should be dethatched in either early spring or fall when the temperatures are above 70 degrees F and the grass is growing vigorously. It is important that the dethatching be done at such a time so that the turf will recover quickly.
 - 2. Dethatching is not recommended prior to the end of the second growing season on newly established lawns. Therefore, the lawn should be dethatched, as needed, when the thatch is more than 1/2"-3/4" thick.

2.4 SPRING AND FALL CLEAN-UP:

- A. Spring Clean-Up: Remove and dispose of all debris which has accumulated on lawns, bed area, and planters such as paper, leaves, weeds, dead plant stalks, etc. Rake lawn and plant bed areas as needed. This is to be provided in April. Spade cut edge on plant beds abutting lawn area, where applicable.
- B. Loosen and cultivate soil lightly where compaction has occurred without disturbing roots below surface.
- C. Plant specified annuals in planting urns/planting beds throughout the site.
- D. Fall Clean-Up: Remove and dispose of all debris which had accumulated on lawns and bed areas. Rake lawn and bed areas as needed. This is to be performed after all leaves have dropped from deciduous trees or by November 30, whichever comes first. Leaves and debris to be removed off site.
- E. Remove all dead annuals and perennial stalks in planting beds and planting urns.

2.5 PERSONNEL, REQUIREMENTS:

- A. The Contractor shall have at all times the following personnel involved in the providing of the above listed services. Along with cost of proposals, the Contractor shall furnish proof of the following qualifications:
 - 1. Applicator certified in Turfgrass
 - 2. Applicator certified in ornamentals
 - 3. Applicator certified in right-of-way
 - 4. State Certified Arborist
 - 5. State of Michigan business pesticide applicator license

2.6 RESPONSE TIME:

- A. All requests shall be handled promptly. Phone messages and pager calls shall be responded to within one day. The City shall be provided with a single source contact as project manager who will be responsible for handling all requests. The Contractor shall provide the name and resume of this individual along with the response to this

request for qualifications. Also to be provided are the pager, cellular, and home phone numbers for emergency contact. The Contractor will also furnish two letters from existing clients testifying to the response time to phone calls and service request.

END OF SECTION 8

NO CONFLICT OF INTEREST

Section 5.13 of the Fenton City Charter provides that “no contract or purchase involving an amount in excess of one hundred dollars shall be made by the city in which any elective or appointive officer or any member of his [or her] family has any pecuniary interest, direct or indirect” unless the City Council determines, by unanimous vote, that it is in “the best interests of the City” to enter such a contract. Section 5.13 further provides that “an officer shall be deemed to have a pecuniary interest in a contract if he [or she] or any member of his [or her] family is an employee, partner, officer, director or sales representative of the person, firm or corporation with which such contract is made, or of a sales representative of such person, firm or corporation.”

In accordance with Section 5.13, the bidder shall disclose and describe any business, financial, pecuniary or familial relationship existing between the Bidder (or any officer, agent, or employee of the Bidder) and any officer, employee, or agent of the City. For purposes of this provision, “familial relationship” and “relative” are defined as: father, mother, husband, wife, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, or brother-in-law.

In the space below, list and describe all existing conflicts of interest or check the box, indicating that there are no known conflicts of interest.

To the best of my knowledge, no conflict of interest exists.