



## CITY COUNCIL ACTION REPORT

July 25, 2007

TO: Phillip L. Nelson, City Manager

FROM: Brian P Murphy, Assistant City Manager/Economic Development Services  
Susan A. Leirstein, Purchasing Director  
Timothy L. Richnak, Public Works Director

SUBJECT: Rescind Bid Award/Re-award Contract – Streets Rough Mowing

### **Background**

- The City of Troy Streets Division of the Public Works Department manages mowing operations for City-maintained detention ponds, major road rights of way, and undeveloped properties. This service was approved by City Council on May 14, 2007 with Rasin's Landscape & Associates, Inc. of Troy, MI (Resolution #2007-05-142-E4e).
  - Rasin's Landscape was notified to proceed with mowing operations May 15, 2007, as all contract documents had been executed.
  - The first detention pond mowing started May 23, 2007, and was completed June 1, 2007. The contract mowing cycle for detention ponds is on a three-week rotation.
  - The first right of way mowing began and was completed June 12, 2007. The contract mowing cycle for rights of way is a four-week rotation.
  - The first undeveloped properties mowing began June 15, 2007, and have yet to be completed. This mowing operation was approximately half complete as of July 30, 2007.
  - Due to performance issues with Rasin's, on July 11, 2007 the City of Troy authorized the second low bidder, Bob's Landscaping, to mow one cycle of the detention ponds.
  - Rasin's Landscape should have begun the second mowing of the detention ponds the week of June 11, 2007, the third mowing as of the week of July 2, 2007 and the fourth as of the week of July 23, 2007.
  - Rasin's Landscape should have begun the second right of way mowing as of the week of July 2, 2007 and the third mowing of the right of way as of the week of July 30, 2007
  - Rasin's Landscape has failed to supply equipment and manpower to meet any of the required mowing rotations as required in the contract.
  - General Specifications 12 and 13 in the contract require timely response to the City's request for service. We have made numerous attempts to contact Rasin's and they have been non-responsive to staff inquiries. These occurrences have been documented and are a direct violation of the contract specifications.
  - Attached are photos of mowing conditions as of 7/16/07.

July 25, 2007

To: Phillip L. Nelson, City Manager

Re: Rescind Bid Award/Re-award Contract – Streets Rough Mowing

### **Financial Considerations**

- The City's cost under this contract will more than double going from an average \$50,000.00 to over \$120,000.00 per year, which is less than the \$130,000.00 the City paid for services in 2006.

### **Legal Considerations**

- Rasin's Landscaping will receive a written notification of default and remedies for reinstatement as a potential vendor after three (3) years.

### **Policy Considerations**

- To enhance the livability and safety of the community (Goal I)

### **Options**

- City management recommends the Troy City Council rescind with prejudice the contract approved on May 14, 2007, to Rasin's Landscape & Associates, Inc. of Troy MI, for Street Rough Weed Mowing. (Resolution #2007-05-142-E4e) Staff also recommends re-awarding the contract to the next lowest bidder, Bob's Landscaping Service, Inc. of St Clair Shores, MI, at unit prices contained in the bid tabulation opened April 23, 2007.

**For Right of Ways** (Group 1) the Contractor must submit to the Streets Department numbered invoices specifying:

Date of service	Location	Linear Feet Served	Cost per linear foot	Total per line+
			Total invoiced amount	

5. At the beginning of each season, the Contractor will submit for the City's approval a basic plan of operation. The City shall, if necessary, make changes in the submittal so it conforms to the City's needs.
6. The Contractor shall contact the Department's representative prior to starting any mowing operations.
7. Upon the City's request, the contractor shall make available for our inspection all of the firm's mowing and support equipment before the awarding of any contract. Failure to pass this inspection may be cause for disqualification from further consideration.
8. The employees of the Contractor shall at all times be properly dressed .  
*Pants* – must be clean and in good repair.  
*Shirts* – tee shirts and sleeved work shirts are acceptable if they are clean and in good repair. Tank tops, halter-tops, cut off or ripped shirts, or shirts with objectionable slogans are not acceptable. No logos, pictures, commercial advertisements, other than the Contractor's shall be exposed while on City Property or in route to the job site.  
*Shoes* – totally enclosed shoes shall be worn at all times. Sandals or similar type footwear are not acceptable.
9. Any complaints made by a citizen of Troy to a Contractor or his employee shall be handled in a courteous and timely manner. The designated City representative shall be notified within twenty-four (24) hours of all complaints.
10. All work shall be performed in a professional and competent manner using quality equipment and materials, all of which must be maintained and operated with the highest standard as well as meeting all OSHA and MIOSHA safety standards.
11. The Contractor shall advise the City immediately of any hazardous or potentially hazardous conditions that may be found.
12. All requests for service shall be handled as an urgent request. Phone messages and pager calls shall be responded to in one hour. The City shall be provided with a single source contact as supervisor who will be responsible for handling all requests. **The Contractor shall provide cellular and home phone numbers for emergency contact.**
13. All requests for service shall be completed within forty-eight (48) hours of the request. If the Contractor fails to complete the work within the forty-eight (48) hour period, at the City's discretion, the City shall have the requested work completed and the responsible Contractor shall be penalized as per section C7.
14. The Contractor agrees that he will not discriminate against any employee or applicant for employment during the performance of this contract with respect to hire, tenure, terms, conditions, or privileges of employment, or color, religion, national origin, age, sex, height, weight, or marital status.
15. The Contractor must conform to all Federal, State, and Local Labor Laws.

NOTE



VENDOR NAME:	** Rasins Landscape & Assoc, Inc.	Bob's Landscaping Service Inc.	The Original Williams Weed Mowing
CHECK #:	822288614	46451	193500283-5
CHECK AMOUNT:	\$ 500.00	\$ 500.00	\$ 500.00

**PROPOSAL: MOWING SERVICES FOR RIGHT OF WAYS, DETENTION PONDS, & UNDEVELOPED PROPERTIES FOR THREE YEARS WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS**

**PROPOSAL A: MOWING ROW, DETENTION PONDS, & UNDEVELOPED PROPERTIES**

**GROUP #1 -- RIGHT OF WAYS --**  
Est Qty - 92,000 Inft x 7 mows

	Cost per Linear Foot		
2007	0.0066	0.0750	0.2800
2008	0.0066	0.0850	0.2900
2009	0.0066	0.0850	0.3000
<b>TOTAL COST</b> per linear foot	\$ 0.0198	\$ 0.2450	\$ 0.8700

**GROUP #2 -- DETENTION PONDS -- Per Mow**  
Est Qty - 112 acres x 9 mows

	2007	2008	2009	2007	2008	2009	2007	2008	2009
1/4 Acre or Less	\$ 8.00	\$ 8.00	\$ 8.00	\$ 30.00	\$ 32.00	\$ 34.00	\$ 30.00	\$ 30.00	\$ 31.00
1/4 to 1/2 Acre	\$ 16.00	\$ 16.00	\$ 16.00	\$ 35.00	\$ 37.00	\$ 39.00	\$ 38.00	\$ 38.00	\$ 39.00
1/2 to 3/4 Acre	\$ 24.00	\$ 24.00	\$ 24.00	\$ 40.00	\$ 42.00	\$ 44.00	\$ 42.00	\$ 42.00	\$ 43.00
3/4 to 1 Acre	\$ 30.00	\$ 30.00	\$ 30.00	\$ 45.00	\$ 47.00	\$ 49.00	\$ 49.00	\$ 49.00	\$ 50.00
Acreage	\$ 30.00	\$ 30.00	\$ 30.00	\$ 50.00	\$ 52.00	\$ 54.00	\$ 49.00	\$ 49.00	\$ 50.00
<b>TOTAL COST</b> per mow	\$ 108.00	\$ 108.00	\$ 108.00	\$ 200.00	\$ 210.00	\$ 220.00	\$ 208.00	\$ 208.00	\$ 213.00

**GROUP #3 -- UNDEVELOPED PROPERTIES --**  
Est Qty - 120 acres x 3 mows

	2007	2008	2009	2007	2008	2009	2007	2008	2009
1/4 Acre or Less	\$ 15.00	\$ 15.00	\$ 15.00	\$ 30.00	\$ 32.00	\$ 34.00	\$ 30.00	\$ 30.00	\$ 31.00
1/4 to 1/2 Acre	\$ 22.00	\$ 22.00	\$ 22.00	\$ 35.00	\$ 37.00	\$ 39.00	\$ 38.00	\$ 38.00	\$ 39.00
1/2 to 3/4 Acre	\$ 32.00	\$ 32.00	\$ 32.00	\$ 40.00	\$ 42.00	\$ 44.00	\$ 42.00	\$ 42.00	\$ 43.00
3/4 to 1 Acre	\$ 38.00	\$ 38.00	\$ 38.00	\$ 45.00	\$ 47.00	\$ 49.00	\$ 49.00	\$ 49.00	\$ 50.00
Acreage	\$ 40.00	\$ 40.00	\$ 40.00	\$ 50.00	\$ 52.00	\$ 54.00	\$ 49.00	\$ 49.00	\$ 50.00
<b>TOTAL COST</b> per mow	\$ 147.00	\$ 147.00	\$ 147.00	\$ 200.00	\$ 210.00	\$ 220.00	\$ 208.00	\$ 208.00	\$ 213.00

**PROPOSAL B: (OPTIONAL SERVICE) LINE TRIMMING**

	Hourly Rate Including All Costs		
2007	\$ 19.00	\$ 30.00	\$ No Bid
2008	\$ 19.00	\$ 31.00	\$ No Bid
2009	\$ 19.00	\$ 32.50	\$ No Bid

**GRAND TOTAL PROPOSAL B:**

	\$ 57.00	\$ 93.50	\$ -
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<b>SITE INSPECTION</b>	Visited Site	Y or N	Yes	Yes	Yes
	Date		4/21/07	4/12/07	4/13/07
<b>CONTACT INFO:</b>	Hrs of Operation	6 AM to 7 PM	7 AM to 5 PM	7 AM to 8 PM	
	24 Hr Phone #	248-830-9288	810-499-5043	248-942-3405	
	Pager	Blank	N/A	Blank	
<b>INSURANCE:</b>	Can Meet	XX	XX	XX	
	Cannot Meet				
	Signed Y or N	Yes	Yes	Yes	
<b>TERMS:</b>		Net 21	30 Days	Net 30	
<b>EXCEPTIONS:</b>		Blank	Blank	Blank	

Opening Date -- 4/23/07  
 Date Prepared -- 4/26/07

CITY OF TROY  
 BID TABULATION  
 MOWING SERVICES

VENDOR NAME:		** Rasins Landscape & Assoc, Inc.	Bob's Landscaping Service Inc.	The Original Williams Weed Mowing
<b>ACKNOWLEDGEMENT</b>	Y or N	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
<b>VENDOR QUESTIONNAIRE</b>	Y or N	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>

**\*\* DENOTES LOW BIDDER**

**ATTEST:**

Debra Painter  
Thomas Rosewarne  
Linda Bockstanz

\_\_\_\_\_  
 Susan Leirstein CPPB  
 Purchasing Director

Opening Date -- 4/23/07  
 Date Prepared -- 4/26/07

VENDOR NAME:	Distinctive Styles LLC	Williams Weed Mowing Inc.	Pro-Turf Management
	Lawn & Floor Maintenance		
CHECK #:	222-21649-1	693522211	21822
CHECK AMOUNT:	\$ 500.00	\$ 500.00	\$ 500.00

**PROPOSAL: MOWING SERVICES FOR RIGHT OF WAYS, DETENTION PONDS, & UNDEVELOPED PROPERTIES FOR THREE YEARS WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS**

**PROPOSAL A: MOWING ROW, DETENTION PONDS, & UNDEVELOPED PROPERTIES**

**GROUP #1 -- RIGHT OF WAYS --**

Est Qty - 92,000 Inft x 7 mows

2007  
 2008  
 2009

Cost per Linear Foot		
0.3500	0.0875	0.0250
0.3500	0.0875	0.0250
0.4500	0.0925	0.0250
<b>TOTAL COST per linear foot</b>	<b>\$ 1.1500</b>	<b>\$ 0.2675</b>

**GROUP #2 -- DETENTION PONDS -- Per Mow**

Est Qty - 112 acres x 9 mows

1/4 Acre or Less  
 1/4 to 1/2 Acre  
 1/2 to 3/4 Acre  
 3/4 to 1 Acre  
 Acreage

**TOTAL COST per mow**

2007	2008	2009	2007	2008	2009	2007	2008	2009
\$ 15.00	\$ 15.00	\$ 17.00	\$ 31.93	\$ 31.93	\$ 31.93	\$ 35.00	\$ 35.00	\$ 35.00
\$ 30.00	\$ 30.00	\$ 32.00	\$ 40.17	\$ 40.17	\$ 40.17	\$ 45.00	\$ 45.00	\$ 45.00
\$ 45.00	\$ 45.00	\$ 47.00	\$ 44.29	\$ 44.29	\$ 44.29	\$ 50.00	\$ 50.00	\$ 50.00
\$ 60.00	\$ 60.00	\$ 62.00	\$ 51.50	\$ 51.50	\$ 51.50	\$ 57.50	\$ 57.50	\$ 57.50
\$ 60.00	\$ 60.00	\$ 62.00	\$ 51.50	\$ 51.50	\$ 51.50	\$ 57.50	\$ 57.50	\$ 57.50
<b>\$ 210.00</b>	<b>\$ 210.00</b>	<b>\$ 220.00</b>	<b>\$ 219.39</b>	<b>\$ 219.39</b>	<b>\$ 219.39</b>	<b>\$ 245.00</b>	<b>\$ 245.00</b>	<b>\$ 245.00</b>

**GROUP #3 -- UNDEVELOPED PROPERTIES --**

Est Qty - 120 acres x 3 mows

1/4 Acre or Less  
 1/4 to 1/2 Acre  
 1/2 to 3/4 Acre  
 3/4 to 1 Acre  
 Acreage

**TOTAL COST per mow**

2007	2008	2009	2007	2008	2009	2007	2008	2009
\$ 15.00	\$ 15.00	\$ 17.00	\$ 31.93	\$ 31.93	\$ 31.93	\$ 35.00	\$ 35.00	\$ 35.00
\$ 30.00	\$ 30.00	\$ 32.00	\$ 40.17	\$ 40.17	\$ 40.17	\$ 45.00	\$ 45.00	\$ 45.00
\$ 45.00	\$ 45.00	\$ 47.00	\$ 44.29	\$ 44.29	\$ 44.29	\$ 50.00	\$ 50.00	\$ 50.00
\$ 60.00	\$ 60.00	\$ 62.00	\$ 51.50	\$ 51.50	\$ 51.50	\$ 57.50	\$ 57.50	\$ 57.50
\$ 60.00	\$ 60.00	\$ 62.00	\$ 51.50	\$ 51.50	\$ 51.50	\$ 57.50	\$ 57.50	\$ 57.50
<b>\$ 210.00</b>	<b>\$ 210.00</b>	<b>\$ 220.00</b>	<b>\$ 219.39</b>	<b>\$ 219.39</b>	<b>\$ 219.39</b>	<b>\$ 245.00</b>	<b>\$ 245.00</b>	<b>\$ 245.00</b>

**PROPOSAL B: (OPTIONAL SERVICE) LINE TRIMMING**

**Hourly Rate Including All Costs**

2007  
 2008  
 2009

\$ No Bid	\$ 17.00	\$ 20.00
\$ No Bid	\$ 17.50	\$ 20.00
\$ No Bid	\$ 18.00	\$ 20.00

**GRAND TOTAL PROPOSAL B:**

\$ -	\$ 52.50	\$ 60.00
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<b>SITE</b>	Visited Site	Y or N	Yes	Yes	Yes
<b>INSPECTION:</b>	Date		4/18/07	4/18/07	4/10/07

<b>CONTACT INFO:</b>	Hrs of Operation	7 AM to 6 PM	7 AM to 8 PM	9 AM to 5 PM
	24 Hr Phone #	586-942-1228	248-627-3335	248-889-9067
	Pager	313-990-3693	N/A	Blank

<b>INSURANCE:</b>	Can Meet		XX	XX
	Cannot Meet	Plus \$2,600.00	XX	
	Signed	Y or N	Yes	Yes

<b>TERMS:</b>	Blank	Blank	Net 30 Days
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<b>EXCEPTIONS:</b>	Will provide additional Insurance certificate reflecting required coverage	N/A	Blank
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VENDOR NAME:	Distinctive Styles LLC	Williams Weed Mowing Inc.	Pro-Turf Management
	Lawn & Floor Maintenance		
<b>ACKNOWLEDGEMENT</b> Y or N	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
<b>VENDOR QUESTIONNAIRE</b> Y or N	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>



Photos Taken 7/16/07  
These photos illustrate the state of mowing of the right of ways on  
Wattles and Long Lake





Photos Taken 7/16/07

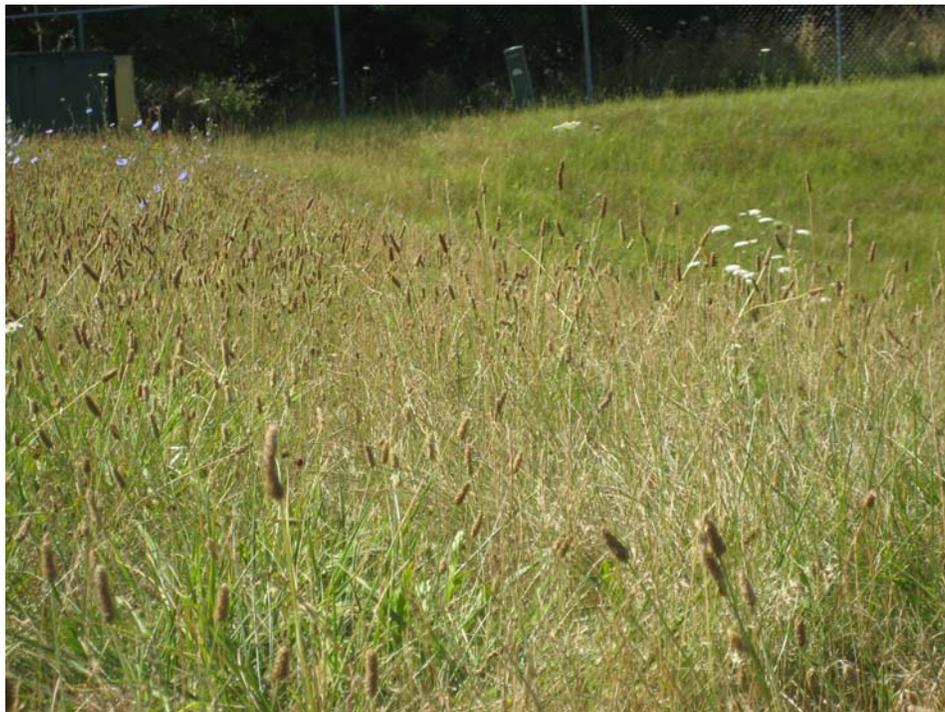
These photos illustrate the state of mowing of the Oriole detention pond.





Photos Taken 7/16/07

These photos illustrate the state of mowing of the Randall detention pond.





Photos Taken 7/16/07

These photos illustrate the state of mowing of Vacant property on Wattles.



c) **Standard Purchasing Resolution 1: Award to Low Bidder – Purchase of Self-contained Breathing Apparatus Equipment**

Resolution #2007-05-142-E-4c

RESOLVED, That Troy City Council hereby **AWARDS** a contract to purchase Item #1A) Survivair Panther SCBA units with two air cylinders each, Item #2) additional equipment and Item #3) Survivair SCBA CBRNE upgrade kits from grant monies plus a 20% local match made available in the budgets for 2006/07 and 2007/08 to the low bidder, Southeast Equipment Company of Troy, MI, at unit prices as contained on the bid tabulation opened April 11, 2007, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with a contract expiration of November 1, 2007; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **REJECTS** Item #1) Survivair Panther Units with one carbon cylinder.

d) **Standard Purchasing Resolution 3: Exercise Renewal Option – Home Chore Snow Removal Services**

Resolution #2007-05-142-E-4d

WHEREAS, On September 11, 2006, a contract for seasonal requirements of snow removal services for Troy residents using the Home Chore Program with an option to renew for one (1) additional year was awarded to the low bidders, O'Neal Father & Sons of Clinton Township, as primary contractor, and Redburn's Snow Plowing and Lawn Maintenance, Inc. of Rochester Hills, as secondary contractor at unit prices contained in the bid tabulation opened August 23, 2006 (Resolution #2006-09-356-E-4f); and

WHEREAS, O'Neal Father & Sons and Redburn's Snow Plowing and Lawn Maintenance, Inc. have agreed to exercise the one-year option to renew their respective contracts under the same pricing, terms and conditions;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **EXERCISES** the options to renew the contracts with O'Neal Father & Sons and Redburn's Snow Plowing and Lawn Maintenance, Inc. to provide seasonal requirements of snow removal services for Troy residents using the Home Chore Program under the same prices, terms and conditions expiring April 30, 2008.

e) **Standard Purchasing Resolution 1: Award to Low Bidder – Streets Department, Rough Weed Mowing Services**

Resolution #2007-05-142-E-4e

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish three year requirements of all labor, tools, equipment and transportation for the Streets department rough weed mowing services with an option to renew for two additional years to the low bidder, Rasins Landscape and Associates, Inc. of Troy, MI, at unit prices contained in the bid tabulation opened on April 23, 2007, a copy of which shall be **ATTACHED** to the original

Minutes of this meeting, which includes Proposal B – Optional Service of line trimming as needed, with the contract expiring December 31, 2009; and

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon contractor submission of properly executed bid and contract documents, including insurance certificates and all other specified requirements.

f) **Standard Purchasing Resolution 1: Award to Low Bidder – Contract 07-1 – Section 26 and 30 Bituminous Overlays Project No. 03.503.5**

Resolution #2007-05-142-E-4f

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 07-1, Section 26 and 30 – Bituminous Overlays to Asix Asphalt Paving, LLC, 53162 Pontiac Trail, Suite C, Milford, MI 48381 at an estimated total cost of \$417,251.40; and

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required such additional work is **AUTHORIZED** in an amount not to exceed 10% of the total project cost.

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**E-5 Private Agreement for Marathon Gas Station – Project No. 06.930.3**

Resolution #2007-05-142-E-5

RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and Andraos G. Kattouah for the installation of water main, approaches, sidewalks and soil erosion, and the Mayor and City Clerk are **AUTHORIZED** to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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**E-6 Resolution to Excuse Mayor Pro Tem Broomfield and Council Members Howrylak and Stine from Special City Council Meeting of Monday, April 23, 2007**

Resolution #2007-05-142-E-6

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of Mayor Pro Tem Broomfield due to being out of the county, Council Member Howrylak due to being out of the county and Council Member Stine due to illness at the Special City Council meeting of April 23, 2007.

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**E-7 Temporary Waiver of Parking Restrictions in the Area of 1026 Maplawn**

Resolution #2007-05-142-E-7

RESOLVED, That Troy City Council hereby **WAIVES** the no parking restrictions on the non-hydrant side of Maplawn, in the area of 1026 Maplawn, on June 21, 2007, between the hours of 3:30 PM – 9:30 PM.