



Department of Public Works
521 E. Cambourne
Ferndale, MI 48220
248.546.2519
www.ferndalemi.gov

11/9/2020

Lena Stevens
Executive Director
Ferndale Downtown Development Authority
300 E. 9 Mile Road
Ferndale, MI 48220

Subject: DDA Landscaping and Maintenance Contract Extension

Dear Ms. Stevens

The Department of Public Works is pleased to have the opportunity to partner with the Ferndale Downtown Development Authority to provide landscaping and maintenance services over the past two years. It has been a pleasure being able to serve the DDA in this capacity and strengthen our relationship during this time. The City of Ferndale, through its Department of Public Works ("DPW") would like to extend the landscaping and maintenance contract.

This proposal details our Scope of Work and the proposed fees for the stated services. Over the course of the current contract period, the Department of Public Works was able to achieve a noticeable difference in the level of service provided to the DDA. Our employees showed their experience, dedication, and their hard work shows within the DDA District.

During our initial assessment of the district, we noticed some neglected landscaping and public areas. We focused our efforts on bringing up the high traffic areas to the standard that DDA and the community of Ferndale deserve. We anticipated the first year of the contract to require additional hours and costs to bring the DDA District back up to acceptable standards. Our team was also able to do this without tapping into the additional hours approved during the first year of the contract.

An area that we truly showed innovation and a willingness to assist the DDA was within the ancillary services we were able to provide. Our team was able to assist with place making projects, signage, added lighting, PPE events, and so on. The holiday lighting received a bit of an overhaul this past year and our team was able to execute that large undertaking. The team took pride in all that we accomplished and look forward to the next chapter in our partnership. Overall, the difference in the downtown between today and a couple years ago is noticeable. We plan on focusing our future efforts on the flower beds that have not been addressed, an increased attention on litter, and working with the DDA on a schedule for infrastructure maintenance.

We would like to have the initial term of the agreement for a period of one year and seven months. The first term of this agreement will get both the DDA and DPW on track with the fiscal year. Following the initial term of the contract, upon mutual agreement, we are proposing two consecutive one-year terms. The Fee Proposal is in Exhibit B. of the Scope of Work. We are also willing to providing some level of snow removal and de-icing that you will find in Addendum A.



FERNDALE

Department of Public Works
521 E. Cambourne
Ferndale, MI 48220
248.546.2519
www.ferndalemi.gov

We look forward to the opportunity to continue growing our partnership and providing landscaping and maintenance services to the Ferndale Downtown Development Authority.

Sincerely,

Dan Antosik
Deputy Director
Department of Public Works
City of Ferndale
dantosik@ferndalemi.gov
248-546-2525 ex. 602



Exhibit A. Scope of Work

General specifications

The work to be performed under this agreement shall include furnishing all labor, material, vehicles, and equipment to perform the following.

Scope of work

This work shall include all labor, materials, equipment, supplies and to maintain flowerpots, hanging baskets, and flower beds in an attractive, healthy and weed free condition. Water shall be available at the city yard. All work shall be performed in a professional manner, using quality methods. All equipment and material shall be operated and maintained with the highest of standards. All flower beds shall receive no less than the following:

- Beds shall be maintained in a clean, crisp condition. They shall be kept healthy-looking and above average in vigor for the specific variety.
- Only the appropriate weed control products will be allowed in landscape and flower bed areas after they are planted and established. The appropriate depth of mulch is encouraged in these areas as a form of weed control and to enhance its attractiveness.
- All flower beds and baskets shall be watered regularly and adequately to fit the nature of the plant, the type of soil, and the location and exposure. Fertilizer will be applied during the watering process as needed.
- The DDA will be notified immediately if disease, pest or lack of vigor are observed. Control of these issues will be arranged by DPW according to environmental protection and local pest-control laws.
- Dead or diseased plants shall be removed promptly from all beds and properly disposed of. Broken, damaged or unsightly flowers or sections of plants shall be properly removed promptly and replaced at cost to the DDA.
- Beds shall be maintained free of weeds. No individual weed (including Grasses) shall remain more than one week. Acceptable weed density within the above shall not exceed over two weeds per square foot over the worst half of any bed.
- Where interplanting of a permanent nature exist within the area or bounds of a given Flower bed, such interpolating's shall be protected and compatibly natured. This will include trees, shrubs, etc.
- Where removal of a plant or lack of growth detracts measurably from a planting, the DDA shall be notified.
- Trash, waste, and other unsightly matters shall be removed regularly and disposed of properly, at no additional cost to DDA.

Hours and days of maintenance service

Hours of operations shall be primarily from 5 a.m. to 3 p.m., though the city may elect to provide additional coverage as needed. Days of operation shall be Monday through Saturday. Sunday and evening work will be scheduled as needed. The number of hours required each week to perform the duties is outlined in the City of Ferndale DDA fee proposal.



Department of Public Works
521 E. Cambourne
Ferndale, MI 48220
248.546.2519
www.ferndalemi.gov

New plant materials/purchase and guarantee

The Department of Public Works is responsible for labor, adequate storage, and delivery of plant materials. A list of estimated prices for materials and supplies shall be provided prior to replacement.

- **Plant materials**
Plant materials shall conform to the “Horticultural standards” of the American Association of Nurserymen regarding kind, size, age, etc.
- **Plants**
Plants shall be sound, healthy, vigorous, free from plant disease, insect pest or their eggs, and shall have healthy normal root systems and comply with all state and local regulations governing these matters and shall be free from any noxious weeds.
- **Caliper**
Measure caliper of all trees six inches above ground surface. All new trees planted shall be a minimum of 3 inch in caliper when possible.
- **Shape and form**
Plant materials shall be symmetrical and/or typical for variety and species.
- **Quality of plants**
All plant material shall be provided from a licensed nursery and shall be subject to acceptance as to quality by the DDA.
- **The DDA will provide additional funding for purchase of plant materials and any other required work/supplies above and beyond this agreement.** About 600-800 flats of flowers are to be planted annually. Cost of installation shall be covered in the hours outlined in The DDA fee proposal.
- **Guarantee**
All shrubs and perennials shall be purchased with a guarantee to live and remain in healthy condition for no less than one year from the date of acceptance by the DDA of the planting (job). All trees shall be purchased with a guarantee to live and remain in healthy condition for no less than two years from the date of acceptance by the DDA of the planting (job).
- **Purchasing**
The DPW is a member of multiple organizations that source from competitiveness bid contracts. We also have relationships and knowledge of vendors across industries. We will be able to assist in purchasing material. In some cases, we can realize economies of scale when purchasing material for both the DDA and DPW.



Department of Public Works
521 E. Cambourne
Ferndale, MI 48220
248.546.2519
www.ferndalemi.gov

Weeding

All landscape areas – including tree grates, landscape beds, sidewalks, and parking lots on 9 Mile, Troy, Vester, Planavon, Allen and Woodward from Saratoga to Breckenridge (east & west) (outlined on map) and in the DDA walkways shall be weeded frequently so that at no time shall there be any weeds. With regards to parking lots, weeds around bumper blocks, meter, and signpost, etc., shall be controlled via use of pesticides or other cultural means. Where tree plantings exist in a parking lot, an appropriate weed control program must be utilized to eradicate the pest and ensure the health of the tree focusing on the dripline area. Tree grates outside of the DDA area will be maintained outside of this agreement by DPW.

Watering

Because water requirements by plants vary according to the season and a particular year, extremely close attention shall be paid to the demands of the plants as influenced by their exposure to the sun, wind, shade and location in the individual sites. The variations in the size of the plants installed, as well as the varieties, shall be taken into considerations. To determine when watering is required, a soil probe shall be used every week in each landscape site to test the root zone of one or more plants of each variety. Water will be provided at the DPW yard.

Pruning

All pruning shall be performed as required by the DDA according to the aesthetic requirements of the City and the DDA, as follows:

Trees (DBH 10" or less)

- (1) Corrective pruning shall consist of removing dead and/or broken branches. Interfering or crossed limbs shall be removed along with any suckers. All limb removals shall be made flush to the trunk or limb from which they originate.
- (2) Aesthetic pruning shall be performed to maintain the natural shape and characteristics of the variety. Central leaders shall be maintained in those varieties normally having them. Pruning shall be performed as often as growth allows and at least once a year to have the trees appear neat and orderly. No additional compensation will be given for aesthetic pruning.
- (3) Pruning schedule and practices shall be determined in concert with the City of Ferndale's sustainability goals and processes.

Shrubs

All shrubs shall be pruned to retain their natural form and proportionate size to each other, at least 3 times/year, or as needed.

Ground cover

All ground cover shall be pruned as necessary to a neat edge along all walls and sidewalks. Any runners that start to climb any of the shrubs or trees shall be pruned.

Flower beds

Definition

Flower beds shall include all areas where six or more annual flowers or plants are grouped and planted for aesthetic purposes. The presence of other plants interplanted does not change the



Department of Public Works
521 E. Cambourne
Ferndale, MI 48220
248.546.2519
www.ferndalemi.gov

flower bed classification. Bed parameters shall be defined as all areas up to 18" beyond the edge flower or at the neared designed edging or boundary.

Sites

The grounds and areas to be maintained, include but are not limited to the areas adjacent to the metered parking lots within the district; the Henry Schiffer Memorial park; the north and south DDA District, pedestrian alleys; the streetscape plantings on Nine Mile from Paxton to Pinecrest and on West Troy from Woodward to Allen. Flower beds are located at the Woodward Avenue median from Marshall to Oakridge, 9 Mile Road (north and south sides) from Paxton to Pinecrest), West Troy from Woodward to Allen, Henry Schiffer Memorial Park, Withington from Woodward to Planavon on the south side of the street, the decorative entrance to Lot 3 at both west and northeast ends and parking lots where other beds are located, such as Loy 9 , Lot 10, Troy Street, Lot 3, Lot 2 and Lot 11. Note: The DDA has approximately 186 hanging basket and 40 free-standing pots. Additional flower beds may be added through the life of the agreement. DPW will manage start up, repairs and winterization of irrigation system in the mentioned areas of the DDA.

Flowerpots, hanging baskets and flower beds

Flowerpots, hanging baskets and flower beds need the highest standard of care. Watering shall be regular and sufficient to maintain a crisp, healthy, weed-free appearance. DPW will supply equipment, labor, and fertilizer to maintain the flowers and water supplied from the DPW yard.

Mulching

Approximately 80-200 yards of double shredded hardwood mulch is necessary for installation in landscape area in the DDA areas. Each year, a pre-determined amount of mulch will be required, and paid for by the DDA under separate billing. Installation of mulch is included in the agreement hours.

Planting

DPW is responsible for delivery and installation of materials, these materials will be stored at one of the DPW yards during the installation period. All flower bed annuals, hanging baskets and planters must be installed by Memorial Day, unless otherwise directed by the DDA. Perennials, trees, and shrubs should be planted during appropriate seasons based on species, unless replacement materials or otherwise directed by DDA. Fall removal of beds, landscape areas, hanging baskets and planters depends on the season.

Spring & fall clean up

DPW shall perform a spring and fall clean-up of all bed, landscape areas, hanging baskets and planters. Spring clean-up shall be completed by May 15th and fall clean-up shall be completed by November 1st depending on the weather.

Light pole banners & holiday decorations

Light pole banners on 9 Mile need changing throughout the year and maintenance checks that all banners are still attached. DDA will supply banners and notify DPW of what banners will be installed. DPW will supply labor, materials, and equipment to change and maintain banners. Work shall be done

**FERNDALE**

Department of Public Works
521 E. Cambourne
Ferndale, MI 48220
248.546.2519
www.ferndalemi.gov

during normal business hours. Banner changes will be completed in a timely manner. There are also third-party events held within the city that sometimes request banner changes for their events on behalf of their organization. All banner changes placed on City light poles must be approved, in advance, by Ferndale. All banner changes outside of the scope of the above list must be approved by the DDA and Ferndale and billed to the third-party organization. DPW will be the only contractor allowed to change banners throughout the duration of the agreement.

Holiday decorations on Ferndale light poles and landscaping on Woodward, 9 Mile, Troy street, Planavon and pedestrian alleys are required to be installed one week prior to Thanksgiving each year starting November 15th. Removal of the holiday decorations will be on or before February 1st depending on the season. DPW will supply labor, materials, and equipment to change and maintain holiday decorations (which requires a lift for the snowflake globes). Work shall be done during normal business hours.

Debris

Litter and debris shall be removed daily from all landscaped ground, sidewalks, parking lots & bays and other DDA areas, including flower and shrub beds. Removal of litter and debris from city parking lots shall be done by the DPW. All litter and debris shall be disposed of properly at no additional cost to the DDA. Periodic debris around and in the waste, containers may need removal. DPW will schedule blowing and street sweeping as needed for the district (as indicated on map). Litter and debris removal on foot will be required as needed per week in the otherwise designated areas of the DDA, called the Extended DDA Areas. See DDA area map for details and locations. Tree wells on Woodward north of Breckenridge and south of Saratoga are handled by DPW outside of this agreement.

Infrastructure Maintenance

DPW will work with DDA staff to identify maintenance needs of infrastructure items located within the district. Both parties will work together to identify a maintenance schedule of the needs. DPW will be responsible for providing the labor to address the maintenance concerns. The DDA will be responsible for any materials and equipment that may be needed to address any repairs.

Landscaping and clean-up**Grounds and areas**

The grounds and areas to be maintained, include but are not limited to the areas adjacent to the metered parking lots within the district, the Henry Schiffer Memorial park, the north and south DDA District, pedestrian alleys, the streetscape plantings on Nine Mile from Paxton to Pinecrest and those on West Troy from Woodward to Allen. Flower beds are located at the Woodward Avenue median from Marshall to Oakridge, 9 Mile Road (north and south sides) from Paxton to Pinecrest), West Troy from Woodward to Allen, Henry Schiffer Memorial Park, Withington from Woodward to Planavon on the south side of the street, the decorative entrance to Lot 3 at both west and northeast ends and parking lots where other beds are located, such as Loy 9 , Lot 10, Troy Street, Lot 3, Lot 2 and Lot 11.



Department of Public Works
521 E. Cambourne
Ferndale, MI 48220
248.546.2519
www.ferndalemi.gov

General cleanliness

Power washing of sidewalks and pedestrian alleys will occur twice a year in the spring and fall. This service will be scheduled during times where there will be minimal impact to the businesses and pedestrians. Power washing dumpster areas and trash receptacles in the core downtown area shall be power washed once per month or as needed to maintain a clean and safe appearance – weather permitting. The Department of Public Works will be responsible for any graffiti eradication and control to city property under this agreement, they will not be responsible for replacement cost of plant materials destroyed due to vandalism. The DDA will be monitored for rodent activity and the DPW will notify the DDA when activity is discovered and coordinate the abatement. Rodent abatement will be completed without the use of anticoagulants.

DDA Boundaries

Grounds and areas definitions

The areas of maintenance of the DDA are: West Nine Mile (north and south sides) from Woodward to Pinecrest; all vehicular and pedestrian alleys in the DDA; West Troy (north and south sides) from Woodward to Allen; Vester from Woodward Bermuda (north and south sides); East Breckenridge from Woodward to East Breckenridge parking lot (north and south sides) Planavon from Nine Mile to Withington including Henry Schiffer Park; Withington (north and south sides) from Woodward to Planavon; East Nine Mile (north and south sides) from Woodward to east corner properties of Paxton (north and south sides); Woodward (east and west sides) from Oakridge to south corner properties at Marshall; East Troy (north and south sides) from Woodward to Lot 11; and West Breckenridge (north and south sides) from Woodward to the Lot 2; all public lots, except City Hall.

Exceptions to maintenance areas

Medians & tree wells along Woodward Avenue, except flower beds, from Saratoga to Marshall and Breckenridge to Oakridge are not included. Flower beds along Nine Mile between Livernois and Pinecrest are not included. They are maintained by DPW outside of this agreement.

Personnel

Supervisory

DPW shall have at least one full-time Leader dedicated solely to the DDA's maintenance services program. A list of contact numbers for the leader and pertinent crew members will be provided to the DDA.

Data

DPW can collect and analyze data. DPW would need direction on what data and metrics the DDA would like to see. We will be using our data collection to increase the efficiency and effectiveness of our team.

Ancillary services



Department of Public Works
521 E. Cambourne
Ferndale, MI 48220
248.546.2519
www.ferndalemi.gov

As the needs of the DDA changes, DPW would be open to providing additional services and flexible hours on a case by case basis, any modifications to this agreement must be agreed upon by both parties in writing and results documented.



Department of Public Works
521 E. Cambourne
Ferndale, MI 48220
248.546.2519
www.ferndalemi.gov

Exhibit B. Fee Proposal

The Department of Public Works proposes a not to exceed structure based on an hourly rate for services provided under the Scope of Work. The initial term of the agreement will be split into the two following periods:

Initial Contract Period

12/1/2020 – 6/30/2021

Hourly Rate: \$36.84

Total Cost: \$75,000.00

Total Estimated Hours: 2,035

7/1/2020 – 6/30/2022

Hourly Rate: \$37.57

Total Cost: \$172,000.00

Total Estimated Hours: 4,578

The DDA will only be billed for hours worked providing services covered under the Scope of Work. Any service the DDA requires not covered under the Scope of Work must be agreed upon by both parties and documented. The cost of providing additional service may or may not be covered under the fee proposal.

Optional Contract Extensions

The Department of Public Works proposes a not to exceed structure based on an hourly rate for services provided under the Scope of Work. The extensions to the agreement will have a 2% cost increase per year. The extensions to the agreement will span the two following periods:

7/1/2022 – 6/30/2023

Hourly Rate: \$38.32

Total Cost: \$175,440.00

Total Estimated Hours: 4,578

7/1/2023 – 6/30/2024

Hourly Rate: \$39.08

Total Cost: \$178,948.00

Total Estimated Hours: 4,578

The DDA will only be billed for hours worked providing services covered under the Scope of Work. Any service the DDA requires not covered under the Scope of Work must be agreed upon by both parties and documented. The cost of providing additional service may or may not be covered under the fee proposal.



Department of Public Works
521 E. Cambourne
Ferndale, MI 48220
248.546.2519
www.ferndalemi.gov

Addendum A.

The DPW would be willing to provide snow removal and/ or de-icing services for the DDA at an additional cost. Snow removal services would be provided for any snow event above 2 inches in snowfall. The costs for both services are below.

Snow Removal

Normal Business Hours: \$155.16/HR

Overtime at Time and a Half: \$194.76/HR

Double Time (Sunday): \$234.37/HR

Snow removal events would occur at the end of a snowfall. The DPW will not maintain the sidewalks within the DDA throughout a snowfall event. This service will only be provided following a snow event. The DPW will not be responsible for clearing snow directly in front of the entrance to a building and on private property. The DPW will only push the bulk snow on the sidewalks for pedestrian traffic. DPW estimates that each snow event may take up to 5 hours to fully clear sidewalks within the DDA. The number of occurrences is difficult to predict – possibility of 20 to 40.

De-icing

Per Event: \$200.00

De-icing will occur as needed and will cover the sidewalks in the district for pedestrian traffic. The DPW will not be responsible for clearing snow directly in front of the entrance to a building and on private property. DPW will not provide spot de-icing. When de-icing services are provided, the DPW will cover the district in one pass and return as needed. The number of occurrences is difficult to predict – possibility of 40 to 75.

AGREEMENT

This Agreement (“Agreement”) is made this 21st day of December, 2020, by and between the City of Ferndale, (“Ferndale”), a Michigan Municipal Corporation, with an address at 300 E. Nine Mile Road, Ferndale, Michigan 48220 and the Ferndale Downtown Development Authority (“DDA”), with an address at 300 E. Nine Mile Road, Ferndale, Michigan 48220;

The DDA is interested in a feasible, efficient, and economic method to provide landscaping and maintenance services within the DDA jurisdictional boundaries (“Area”).

Ferndale, through its Department of Public Works (“DPW”) is willing and interested in providing landscape and maintenance services to the DDA in the DDA Area,

NOW, THEREFORE, in the consideration of the mutual promises, obligations, representations, and assurances set forth in this Agreement, the parties agree to the following:

1. The specifications for the one year and seven-month Agreement between Ferndale and DDA is detailed in the Exhibit A. Scope of Work, provided by DPW, attached, and incorporated by reference as **Exhibit 1**.
2. Payment for services performed will be based upon the fee proposal as submitted and set forth in Exhibit B. Fee Proposal, which is incorporated by reference and made part of this agreement.
3. Upon the completion of this Agreement, Ferndale and DDA will have the ability to extend the agreement for two consecutive, one year terms upon written agreement of both parties and based upon the fee proposal as submitted and set forth in Exhibit B. Fee Proposal- Optional Contract Extensions section, which is incorporated by reference and made part of this agreement.
4. The Parties agree to include Addendum A within the Scope of Work for Snow removal and/or de-icing services based on the terms and conditions set forth in Addendum A which is incorporated by reference and made part of this agreement.
5. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the DDA or Ferndale.
6. Absent a written waiver, no act, failure or delay by either DDA or Ferndale to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either DDA or Ferndale shall subsequently affect its right to require strict performance of this Agreement.
7. Nothing contained herein shall be construed to make the employees of either party the employees of the other or to render either party liable for such other party’s debts or obligations.

8. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
9. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
10. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the city manager or executive director of the respective party. 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 express mail delivery services or personal delivery; (3) three days after mailing first class or certified U.S. mail.
11. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan and venue is acknowledged as proper in the court set forth above.
12. Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by both DDA and Ferndale. .
13. This agreement represents the entire Agreement and understanding between DDA and Ferndale. This Agreement shall supersede all other oral or written Agreements between DDA and Ferndale with respect to this matter. The language of this Agreement shall be construed as a whole according to its fair meaning, is a negotiated document and shall not be construed strictly for or against either party.
14. This Agreement may be executed in two or more counter parts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. The effective date shall be the date the last party has executed the Agreement.
15. The undersigned represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties without the consent or joinder of any other person or party.

IN WITNESS WHEREOF, the Ferndale Downtown Development Authority and the City of Ferndale have caused this Agreement to be signed and executed on the day and year first above written.

City of Ferndale

DocuSigned by:
By: Melanie C. Piana
F782C8AE93AF4E0...

DocuSigned by:
By: Melanie Piana, Mayor
36666D3D1B36449...

DocuSigned by:
By: Marne McGrath
36666D3D1B36449...

Date: 12/24/2020

Ferndale Downtown Development Authority

DocuSigned by:
By: Lena Stevens
8A1FB0126F92420...

Its: DDA Executive Director

Date: 1/6/2021