



Department of Public Works  
521 E. Cambourne  
Ferndale, MI 48220  
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[www.ferndalemi.gov](http://www.ferndalemi.gov)

**6.9.24**

Jennie Beeker  
Executive Director, Ferndale Downtown Development Authority  
300 E. 9 Mile Road  
Ferndale, MI 48220

**Subject: DDA Landscaping and Maintenance Contract**

Dear Ms. Beeker

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 five and a half 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 exercise the option for a contract from 7/1/2024 – 6/30/2025. We unfortunately will not be able to commit resources to providing snow and ice removal services during this period. This item can be discussed for potential inclusion in the future.

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 have demonstrated creativity and dedication to downtown, and their hard work shows within the DDA District. Please note that vehicle and trailer costs have been outlined, whereas the previous \$10,000 surcharge for fuel and inflation has been removed.

Please note there have been minor updates to the Scope of Work as previously discussed. These changes were agreed upon to clarify roles and responsibilities and streamline operations. Needs have evolved over time, and it was important to clarify a few of these issues in the contract language.

The DPW team took pride in all that we accomplished and look forward to the next chapter in our partnership. We look forward to the opportunity to continue growing our partnership and providing landscaping and maintenance services to the Ferndale Downtown Development Authority.

Sincerely,  
James Jameson

Director of Public Works  
City of Ferndale



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## **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 of disease, pest or lack of vigor when 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 as soon as possible from all beds and properly disposed of. Broken, damaged or unsightly flowers or sections of plants shall be properly removed promptly and can be replaced at cost to the DDA with approval.
- Weeds shall be kept to a minimum in beds, with removal and disposal done regularly as routine maintenance. Such maintenance is reasonable within two to three weeks. DDA can notify DPW if instances identified where weeds need immediate attention and DPW will respond accordingly.
- Annual plantings shall be planned according to compatibility with existing nature, such as trees, shrubs, etc.
- When a plant requires removal due to lack of growth and doing so detracts measurably from the landscape bed, the DDA shall be notified.
- Trash, waste, and other unsightly matters shall be removed regularly and disposed of properly.

### **Hours and days of maintenance service**

Hours of operations shall be primarily Monday through Friday, from 5 a.m. to 1:30 p.m., with partial days Saturdays and Sundays seasonally. After-hours work will be scheduled as needed, and the city may elect to provide additional coverage as needed.



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### **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 for DDA's approval prior to ordering.

- **Plants & Plant materials**

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. Plant materials shall conform to the "Horticultural standards" of the American Association of Nurserymen regarding kind, size, age, etc.

- **Caliper**

Measure caliper of all trees six inches above ground surface. All new trees planted shall be a minimum of 1.5 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.

- **Installation**

Cost of installation shall be included in the hours outlined in the fee proposal. About 600-800 flats of flowers are to be planted annually.

- **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. 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.

- **Purchasing**

The DPW is a member of multiple organizations that source from competitively bid contracts. DPW also has relationships and knowledge of vendors across industries, and therefore able to assist in purchasing material. In some cases, DPW can realize economies of scale when purchasing material for both the City and DDA.

The DDA will provide funding for purchase of plant materials and any other required work/supplies above and beyond this agreement.



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### **Weeding**

All landscape areas and walkways within the DDA (outlined on map) shall be maintained frequently so weeds are removed in a timely manner. This includes tree grates, landscape beds, sidewalks, and parking lots on 9 Mile, Troy, Vester, Planavon, Allen and Woodward from Saratoga to Breckenridge. With regards to parking lots, weeds around bumper blocks, meter, and signpost, etc., shall be controlled via use of pesticides or other means. Where tree plantings exist in a parking lot, an appropriate weed control program must be utilized to eradicate pests 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 weather, 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 consideration. DPW will water according to present conditions as needed with water provided by DPW.

### **Pruning**

All pruning shall be performed as required by the DDA as agreed upon by 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 requires and at least once a year to have the trees appear neat and orderly.
- (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, as needed, at least 3 times annually.

#### **Ground cover**

All ground cover shall be pruned as necessary to a neat edge along all walls and sidewalks. Runners that start to climb shrubs or trees shall be pruned as needed.

## **Flower beds**

### **Definition**

Flower beds shall include all areas where six or more annual flowers or plants are grouped and planted for aesthetic purposes (see attachment). The presence of other plants interplanted does not change the flower bed classification. Bed parameters shall be defined as all areas up to 18" beyond the edge flower or at the nearest 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, including the temporary park next to The dot (while it is available). 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. Flower beds may be added or removed upon revised mutual agreement between DDA and DPW. 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 water to maintain the flowers.

### **Fertilizer**

Flowers in the beds, flower pots and baskets should be fertilized according to care plan devised by DPW. DPW will provide estimate for DDA budget purposes purchase materials and submit invoicing for DDA. Application of fertilizer is included in the hours specified in this agreement.

### **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 or to be included with the separate billing for mulch.

### **Planting**

DPW is responsible for delivery, storage 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 longevity of 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 1<sup>st</sup> depending on the weather.

### **Light pole banners**

DDA may request banners to be attached to light poles in the downtown. In this event, DDA will notify DPW of the request and DPW can review what banners will be installed. Once agreed, DPW will supply labor, materials, and equipment to change and maintain/monitor banners to ensure they remain attached. Work shall be done during normal business hours. Banner changes will be completed in a timely manner.

There are also special events held within the city for which third-parties may request banner changes on behalf of their organization. All banner changes placed on City light poles or other City structures must be approved, in advance, by the City of Ferndale and DDA. If approved, DPW will be the only contractor allowed to change banners and labor hours/equipment shall be billed to the third-party organization..

### **Winter holiday decorations**

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 around early February depending on the seasonal conditions. DPW will supply labor, materials, and equipment to change and maintain holiday decorations . Work shall be done during normal business hours. DPW will arrange storage of seasonal decorations when not in use. New or replacement decorations shall be agreed with and paid for by the DDA.

### **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. The DDA will be responsible for any materials and equipment that may be needed to address any repairs.

DPW will be responsible for providing or arranging externally the labor to address the maintenance

### **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.

#### **General cleanliness**

Dumpster areas and trash receptacles in the core downtown area shall be power washed regularly 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. Power washing of sidewalks and pedestrian alleys will occur at least once a year. This service will be scheduled during times where there will be minimal impact to the businesses and pedestrians.

#### **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 & special projects**

Ancillary services and special projects are defined as anything falling outside of the scope of this contract. This includes but is not limited to;

- Special events
- Large-scale infrastructure replacement programs (includes assembly and placement of street furniture)
- Assistance with DDA organizational projects
- Concrete/paver repair work

As the needs of the DDA change, 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. Whenever possible, these items should be scheduled well in advance to provide the department with time to properly plan for execution.

These projects will be billed to the DDA in addition to monthly maintenance charges at the hourly rates outlined in the fee proposal.



## 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 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.

### Contract Period

**07/01/2024 – 6/30/2025**

Hourly Rate: \$40.64

Estimated Hours: 4,778

Labor Cost: \$194,193

Vehicle Cost: \$10,122

Trailer Cost: \$1,500

Total Estimated Cost: \$205,815

Vehicle and Trailer use is estimated as 40 hours per week and 10 hours per week respectively, for 30 weeks per year. These costs are calculated as 50% of total according to MDOT standard pricing, including fuel and maintenance and excluding depreciation.

### 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. Extensions to this agreement can be estimated as 4% cost increase per year, with 2% wage increase and 2% step increase according to American Federation of State, County, and Municipal Employees (AFSCME) labor agreement.