

CONTRACT FOR
MOWING AND LAWN MAINTENANCE SERVICES
BID-2020

This Mowing and Lawn Maintenance Services Contract (“Contract”) is agreed to between the **City of Eastpointe, a Michigan Municipal Corporation**, 23200 Gratiot Avenue, Eastpointe, Michigan 48021 (the “City”) and **Marino’s Landscaping**, 51879 Schoenherr Road, Shelby Township, Michigan 48315 (“Contractor”), a Michigan company. This Contract is effective on April 30, 2020 (“Effective Date”), and unless terminated, expires on November 15, 2023.

This Contract may be renewed for up to two additional two-year periods. Renewal is at the sole discretion of the City and will automatically extend the Term of this Contract. The City will document its exercise of renewal options via Contract Change Notice.

Background:

The City of Eastpointe accepted bids for Mowing and Lawn Maintenance for its buildings, parks, public grounds, City tax reversion homes/vacant lots, and high weed and grass program – ordinance violations.

The work consists of furnishing all labor, material and equipment to perform all work required for landscape maintenance of these designated lawns and green space areas. Although specified further within, this work will generally consist of the weekly picking up of paper, limbs, removing grass clippings, etc. from the mowing area; edge trimming the sidewalk, curb and landscape areas; mowing all sites, and leaving the site and surrounding pavement in a neat and clean appearance.

The number of mowings is an estimate. This work will begin annually after April 15th and will end approximately November 15th. Should weather conditions prevent or alter these starting and/or ending dates, the City reserves the right to add or reduce the number of lawn cuts.

All work outlined in the specifications will be subject to periodic field inspections by a designated representative of the Department of Public Works, Building Department, Downtown Development Authority, and the City Manager’s Office. The Contractor's presence may be requested during inspections at any or all of the locations specified.

The Contractor must be readily available to carry out the terms of the contract, have available equipment (which includes backup equipment and sufficient personnel), and the experience to perform the project properly. Failure to comply with the standards specified by the City may constitute a breach of the contract, as deemed by the City.

WHEREFORE, The City and the Contractor agree as follows:

1. This Contract shall cover mowing and lawn maintenance and other miscellaneous items pursuant to the itemized bid specifications issued on March 3, 2020, advertised on MITN, due and publically read on March 19, 2020.

2. The Contractor agrees for the consideration set forth in the Bid Form for Mowing and Lawn Maintenance to provide for the City work as shown in the Bid Specifications. It is agreed that the aforementioned specifications are incorporated herein by reference and are attached hereto and made part of this contract except for any changes made herein to the contrary. Work shall be accomplished in the manner and time prescribed including the furnishing of all materials, tools, equipment, transportation, labor, supervision and all else necessary and incidental thereto.

3. The City, in consideration of the performance by the Contractor of its obligations under this contract, agrees to pay to the Contractor in accordance with the prices set forth in the Bid Form for Mowing and Lawn Maintenance attached hereto and made part hereof.

4. It is agreed that this contract incorporates all of the pricing, terms, conditions, and specifications published by the City of Eastpointe in the Advertisement/Invitation to Bid on MITN (Michigan Intergovernmental Trade Network) on or about March 3, 2020.

5. The Contractor acknowledges that it must be in compliance with City of Eastpointe Ordinance No. 901 known as the Living Wage Ordinance. The Contractor acknowledges and represents that it pays its workforce a living wage as defined by Ordinance No. 901. The Contractor agrees that it shall maintain this rate of pay for the duration of this contract and upon request by the City, provide proof thereof as required by Ordinance No. 901.

6. The Contractor agrees to remain in compliance with the State of Michigan Governor's Executive Orders.

7. The Contractor guarantees the reimbursement, repair or replacement and restoration of any cultivated area damaged by careless or accidental use of equipment or machinery. The Contractor agrees to repair or replace any turf area, fences, signs, poles, and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of the contract.

8. The Contractor will be responsible for any damage or injury, which could occur to traffic during the performance of this contract.

9. The City has the right to add or delete any portion of the work indicated if it is deemed to be in its best interest. The City has the right to hire one or more contractor for the areas to be maintained.

10. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any person shall be in writing and either served personally or sent by certified mail, return receipt requested, to the addresses set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours after the time of mailing, if mailed as provided for in this Section.

To City: City of Eastpointe
Attention: Brian Fairbrother, Assistant City Manager
23200 Gratiot Avenue
Eastpointe, MI 48021
Bfairbrother@eastpointecity.org

To the Contractor: Marino's Landscape
Attention: Mike Williamson, Project Manager
51879 Schoenherr Road
Shelby Township, MI 48315
Mike@marinoslandscape.com

Bid Specifications

A. Workmanship

All work shall be performed in accordance with the best modern practice and workmanship of highest quality. Failure to conform to standards specified by the City shall be considered a breach of the Contract.

The Contractor shall designate a supervisor who shall be available by cell phone and email at all times to accommodate the City. The supervisor shall have the power to initiate immediate action to resolve disputes and/or complaints. The supervisor, or his designee, shall respond to email, page, or call within 2 hours.

The City reserves the right to correct or complete any work that the Contractor fails to perform in accordance with the specifications and deduct the cost of this work from money owed to the contractor, plus 10%.

A representative of the appropriate Department shall be notified weekly prior to the start of any of the turf care unless the work is scheduled and completed on the same day each week. The departments shall be notified of any change in schedule.

B. Equipment

The Contractor shall submit a descriptive listing of all available equipment which will be used in the performance of the work outlined in the specifications.

Mowing equipment can either be a rear discharge mower or be fitted with mulching kit and attachments, all mowers shall have mowing shield attached. Larger commercial mowing equipment must be used for City parks. It will be up to the contractor to produce information as part of the bid process that will prove his/her company can handle the specified amount of work indicated in the bid.

A visit to inspect equipment may be made by the City prior to awarding of bids. Failure to pass City inspection of equipment may be cause for disqualification from further consideration.

The Contractor shall at all times keep the necessary guards and protective devices at locations where work is being performed to prevent accident or injury to the general public or private properties. All equipment and personnel must meet and abide by all Michigan Department of Agriculture, OSHA, and MIOSHA standards.

C. Dress Code (Strictly Enforced)

Contractor's employees shall maintain a neat and clean appearance at all times. Employees must and shall wear safety shoes and a shirt at all times (no tank tops, or fitness or halter tops). Shirt or jackets cannot have any other writing or slogan other than company name. Contractor needs to make sure he/she follows the MIOSHA Type 2 traffic vest visibility law when working in the medians.

D. Vehicle Recognition

Pick up trucks and other vehicles used by the contractor must be identified by company name and located where residents can readily see it. Also the contractor who handles the median mowing of the contract will not be able to park in the medians while doing that work. There is sufficient room to park vehicles in the entrances to the turn around. Contractor must procure and display at all times magnetic signs stating, "Contractor for the City of Eastpointe".

E. OSHA Standards

All work shall be performed in a professional, courteous, workmanlike manner using quality equipment and materials, all of which must be maintained and operated with the highest standard as well as meeting all Michigan Department of Agriculture, OSHA and MIOSHA safety standards.

F. Turf Maintenance

The Contractor shall perform the work in such a manner that grass clippings left on the lawn will readily decay thereby supporting the City position on recycling

and use of landfills. Only under extreme conditions will the contractor be allowed and/or required to rake clippings for removal and only after permission or direction from the City representative has been received.

All turf areas indicated shall receive no less than the following:

1. Mowing season will start approximately April 13th and end approximately November 15th. Mowing, trimming (weed whipping), blowing, and edging shall be performed on a weekly basis. The Departments must be notified by the contractor if the lawn maintenance schedule is altered in any way in any area.
2. The Departments must be notified immediately when the mowing schedule of any area is altered due to inclement weather. An alternate schedule must be provided by the contractor at the time of notification.
3. Mowing height blade shall be 2-1/2" - 3" for all general turf areas covered by these specifications and standards. Mower adjustment should be made and measured on a flat surface. No more than 1/3 of grass blade length may be cut at any mowing. Any debris (trash, litter, branches, bottles etc.) must be removed before mowing operations begin.

At any time, frequency of mowing will be regulated by the same standards to provide the stated growth control. (The City can request the contractor to bypass certain sites due to lack of growth.) When mowing operations are disrupted by inclement weather, Saturday mowing may be permitted upon approval by the City.

In case of persistent inclement weather when the Contractor cannot perform any of their responsibilities during that week, they are to recalibrate their equipment and double cut each area during the second week. Notify the Department representative(s), prior to doing this.

4. All City buildings, tax reverted properties and lots, City Properties and DDA areas will be cut, edged, and trimmed to a residential landscape standard. *Due to the restricted sizes of some areas to be cut sit down riding mowers may not be appropriate*
5. Cutting shall be done in all areas so there are no clippings thrown. Clippings on the sidewalk, in flower/shrub beds, around trees, or in the street must be blown back up onto the grass once cutting, trimming, and edging have been completed.
6. In special circumstances if City deems fit, the Contractor will be required to pick up grass clippings at the request of the City. The pickup of grass clippings will only be considered if the clippings are determined to create a poor appearance or damage to the turf area in question.

7. The Contractor shall trim/edge all grass around all plant materials, traffic signs, light poles, curb lines and other obstacles in the medians, interchanges, around City Buildings, City Property and in the Downtown Development area. This grass will be trimmed to the same height and at the same time as the other areas of lawn.

8. The Contractor shall be responsible for the **removal** prior to mowing of any and all litter and debris from assigned cutting areas and adjoining sidewalks. Litter disposal will be the responsibility of the Contractor. Litter and debris must be removed prior to cutting. For high weed and grass program, if junk and debris prevent lawn service, contractor to advise immediately so City can arrange clean-up of junk.

9. Bed areas containing such materials as stone, wood chips, etc., surrounding or bordering turf will be maintained clean of any debris, which includes grass clippings.

Use of blowers to eliminate grass clippings and soil debris from cement and asphalt surfaces is allowed, BUT this debris **cannot** be blown into streets, parking lots, or bedding/mulched areas.

10. It will be the Contractor's obligation to notify the City immediately of any disease, pest, irrigation or other unusual turf conditions.

11. It will be the Contractor's obligation to ensure that turf areas, shrubs, trees, poles, posts, irrigation components, sprinkler heads, etc., be protected from damage caused by use of mowers, weed whips, or other contractor equipment. Any injury or damage shall be given remedial or corrective treatment approved by the City. The City shall be notified immediately of damage incurred.

12. The Contractor will be required to call the Department Supervisor in charge of the division in question when he begins his weekly cutting.

13. The Department supervisor will inspect all areas after they have been cut, edged, and trimmed. Inspection concerns will be forwarded within 24 hours to the Contractor indicating deficiencies, or satisfactory completion.

G. Mowing Sites

(Location maps attached; square footage and linear footage are estimates)

A. Downtown Development Authority

Turf Square Footage:	36,000
Edging Linear Footage:	5,900

Between curb and sidewalk along the west side of Gratiot from Couzens north to Evergreen; the east side of Gratiot from Nine Mile north to Aurora; the south side of Nine Mile from Gratiot west to the eastern edge of the school property; and the north side of Nine Mile Road from Gratiot west to the eastern edge of Senior Housing property.

B. City Buildings/Properties (weekly grass cutting)

1. City Hall, 23200 Gratiot Avenue
2. Memorial Library, 15875 Oak St.
3. Police/Court Complex, 16083 - 16101 Nine Mile
4. Military Museum, 16600 Stephens: Behind Tennis Courts and right-of-way on Shakespeare.
5. Lift Station Property, 19371 Stephens: Stephens Rd. across from Spindler
6. DPW Building, 17750 10 Mile Road, 17800 10 Mile Road, 17850 10 Mile Road
7. Community Garden, 16425 9 Mile Road

C. Medians (20 cuts per year)

1. Gratiot Avenue (from 8 Mile to 10 Mile)
2. Kelly Road (from 8 Mile to 10 Mile)
3. Lincoln St. Medians (from Virginia east to Cushing)
4. 3 triangle areas (Toepfer and Glander)
5. Right-of-way on eastside of Beaconsfield from 9 Mile to crosswalk across from Morningside Ave. to be cut only. Schedule to be determined with the Department of Public Works Supervisor. Unit Cost that is bid will be used if additional cuts are requested.

D. Building Department – Vendor Managed Code Enforcement

(approx. 150-200 properties per week)

Residential high grass/weed program has historically been handled by the Building Department. This work is because the property is in violation of the City Ordinance, Article IV, Section 18 Regulatory Ordinance.

Contractor is required to identify the properties throughout the City of Eastpointe in violation of the ordinance. Contractor is required to drive by and inspect all properties in the City (including residential and commercial properties) on a weekly basis.

Contractor to service each property in violation and leave a sticker on the door advising the owner that the property was serviced by the City.

Contractor is required to cut grass on properties in violation within 5 days of identifying violation. Submit an invoice to the City every week for the previous week's properties serviced.

Contractor must host photos on a website available to the City for viewing of the properties serviced showing before and after photos, including identifying features of the property for verification. The website should be visually appealing with the address and parcel number of each property clearly displayed. The website domain name must be pre-approved by the Building Director.

If, during servicing of a property by the contractor the contractor identifies junk and debris, rubbish, etc. on the property which prevents the cutting of the grass and weeds, the contractor is to notify the City so a clean-up can be scheduled.

The grass at each property is to be cut in the front and rear yard, including behind the garage. Grass at the fence line is to be trimmed. When grass to be cut is over 10”, the grass must be bagged and removed from property.

Minor additions/subtractions at discretion of building director.

E. Parks:

Service for the parks will begin July 1, 2020 to comply with current contract. Below is a list of the parks (attachment: Eastpointe Parks) that must be cut on a weekly basis from May through July. In the months of April, August, September, October, and November, grass must be cut every two weeks:

1. Memorial Park
2. John F. Kennedy Park
3. Shamrock Park
4. Roxana Park
5. Spindler Park
6. Fairlane Park
7. Goetz Park
8. Rein Park

F. Tax Reverted Homes and Lots:

The City of Eastpointe owns numerous tax-reverted homes and lots. These properties need to be cut on a weekly basis. Contractor to be notified in writing when additions or subtractions occur. This list will change at the City’s sole discretion.

CITY-OWNED STRUCTURES				
Street #	Street Name	Parcel ID	Res v Comm	Struct v Lot
16826	Collinson	14-31-429-011	Res	Structure
16177	Evergreen	14-30-408-023	Res	Structure
16494	Ten Mile	14-30-226-010	Res	Structure
24599	Valley	14-30-105-028	Res	Structure

24741	Saxony	14-29-109-017	Res	Structure
16002	Stephens	14-30-401-001	Res	Structure
22820	Brittany	14-29-378-006	Res	Structure
16741	Eight Mile	14-31-479-023	Res	Structure
22054	Oakwood	13-36-231-009	Res	Structure
16279	Semrau	14-30-406-017	Res	Structure
21738	Nevada	14-31-254-015	Res	Structure
21742	Boulder	14-31-255-009	Res	Structure
15035	Lincoln	14-31-303-010	Res	Structure
22489	Lambrecht	14-32-105-021	Res	Structure
22421	Gascony	14-32-127-036	Res	Structure
17528	Toepfer	14-32-305-018	Res	Structure
24802	Valley	14-30-102-021	Res	Structure
14717	Toepfer	13-36-278-027	Res	Structure
15053	Camden	14-30-301-043	Res	Structure
22791	Shakespeare	14-30-476-022	Res	Structure
16454	Lincoln	14-31-405-011	Res	Structure
22114	Gascony	14-32-133-008	Res	Structure
23083	Lambrecht	14-29-309-033	Res	Structure
22085	Linwood	14-31-106-024	Res	Structure
22201	Kelly	14-32-208-018	Comm	Structure
23035	Gratiot	14-30-379-029	Comm	Structure

CITY-OWNED VACANT LOTS					
Street #	aka #	Parcel ID #	Zoning		Location
15524	Semrau	14-30-327-003	Res	Lot	bw 15514 & 15534
0	Evergreen	14-30-452-004	Res	Lot	bw 16136 & 16152
15110	Nine Mile	14-31-102-001	Comm	Lot	se corner of Elmwood
0	Mok	14-31-129-024	Res	Lot	bw 15731 Mok & 22207 Virginia
22164	Nevada	14-31-210-004	Res	Lot	bw 22172 & 22156
0	Cushing	14-32-106-006	Res	Lot	bw 22126 & 22144
22144	Cushing	14-32-106-005	Res	Lot	22126, vac lot, ours, 22152
0	Cushing	14-31-233-036	Res	Lot	bw 22049 & 22063
22103	Rausch	14-32-107-032	Res	Lot	bw 22111 & 22095
17090	Lincoln	14-32-302-010	Res	Lot	bw 17082 & 17098
0	Melrose	14-30-432-001	Res	Lot	corner, adj to 23161
21019	Beechwood	13-36-455-037	Res	Lot	bw 21011 & 21025
16641	Stephens	14-30-280-015	Res	Lot	bw 16631 & 16651
23708	Lexington	14-29-403-023	Res	Lot	corner, s of 23716
23143	Rein	14-30-435-020	Res	Lot	bw 23125 & 23159

0	Piper	14-31-227-026	Res	Lot	bw 22467 & 22487
0	Tuscany	14-29-127-015	Res	Lot	bw 24810 & 24834
22304	Firwood	13-36-227-015	Res	Lot	NE corner of Nehls, adj to 22312
22175	Hayes	13-36-232-014	Res	Lot	SW corner of Nehls, adj to 22165
14715	Agnes	13-36-432-040	Res	Lot	bw 14707 & 14725
24923	Wilmot	14-29-201-019	Res	Lot	bw 24915 & 24931
24321	Laetham	14-30-152-022	Res	Lot	bw 24313 & 24331
23759	Piper	14-30-429-031	Res	Lot	bw 23751 & 23767
22427	Rein	14-31-228-029	Res	Lot	bw 22417 & 22435

H. Billing/Invoicing (Subject to change)

Billing can be done on a weekly basis, but must be itemized by each cutting. Invoices must be separated for each entity; Department of Public Works (C above), the Assistant City Manager (A, B, E, F above), and Building Department (D above). These invoices must be easily read and legible with the following information:

- date of service
- specific site
- dollar amount for that site
- total for that specific invoice
- **Note: Residential high grass/weed need to have the picture included with the bill of all properties serviced. Included in the photo must have identifying features of the property, a board with the address, date and measuring gauge. Contractor must make a reference to the landing page of website where photo is located.**

NOTE: NO FUEL SURCHARGE WILL BE ALLOWED TO BE ADDED TO THE BILL. BIDDER NEEDS TO TAKE THAT INTO ACCOUNT WHEN PREPARING HIS/HER BID.

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The following are a list of standard contract terms and conditions that Contractor agrees to:

1. Duties of Contractor. Contractor must perform the services and provide the deliverables described this document. An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in this document.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the City's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the City, including the City's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the City any City-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the City; (i) assign to the City any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all City physical and IT security policies and standards which will be made available upon request; and (k) provide the City priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

2. Insurance Requirements. Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the City from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the City; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

The Contractor shall provide proof of insurance to meet these requirements and in a form acceptable to the City of Eastpointe and the City's Risk Manager (see Attachment I for list of requirements).

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the City of Eastpointe, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
Automobile Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add "the City of Eastpointe, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	

<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the City for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the City).

3. Staffing. The City's Contract Administrator may require Contractor to remove or reassign personnel by providing written notice to Contractor.

4. Independent Contractor. Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the City. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the City, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

5. Subcontracting. Contractor may not delegate any of its obligations under the Contract without the prior written approval of the City. Contractor must notify the City at least 90 calendar days before the proposed delegation and provide the City any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The City, in its sole discretion, may require the replacement of any subcontractor.

6. Assignment. Contractor may not assign this Contract to any other party without the prior approval of the City. Upon notice to Contractor, the City, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the City determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

7. Stop Work Order. The City may suspend any or all activities under the Contract at any time. The City will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor,

the City will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The City will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

8. Termination for Cause. The City may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the City: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the City to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the City terminates this Contract under this Section, the City will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The City will only pay for amounts due to Contractor for Contract Activities accepted by the City on or before the date of termination, subject to the City's right to set off any amounts owed by the Contractor for the City's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the City in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the City incurs to procure the Contract Activities from other sources.

9. Termination for Convenience. The City may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 10, Transition Responsibilities. If the City terminates this Contract for convenience, the City will pay all reasonable costs, as determined by the City, for City approved Transition Responsibilities.

10. Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the City (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the City, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the City or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the City or the City's designee; (c) taking all necessary and appropriate steps, or such other action as the City may direct, to preserve, maintain, protect, or return to the City all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the City; (d) transferring title in and delivering to the City, at the City's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the City and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

11. General Indemnification. Contractor must defend, indemnify and hold the City, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other

violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The City will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the City, demonstrate its financial ability to carry out these obligations.

The City is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the City deems necessary. Contractor will not, without the City's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any City employee, official, or law may be involved or challenged, the City may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the City, or any of its subdivisions under this Section, must be coordinated with the Department of Law. An attorney designated to represent the City may not do so until approved by the Department of Law.

12. Disclosure of Litigation, or Other Proceeding. Contractor must notify the City within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

13. Compliance with Laws. Contractor must comply with all federal, state and local laws, rules and regulations.

14. Living Wage. Contractor must comply with living wage requirements to the extent applicable to this Contract. The 2019 Living Wage is presently \$12.87/hr with health care benefits provided and \$16.08/hr if the employee does not receive health care benefits. This figure is calculated every February by the Federal Government and is released in late February or March. The City of Eastpointe shall not enter into any service contract with any Contractor who does not demonstrate that it pays its work force a Living Wage as defined in the Codified Ordinances of the City of Eastpointe Chapter 213, Ordinance No. 901.

The Contractor shall certify annually that it is following the Living Wage Ordinance.

15. Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, and all claims relating to or arising out of this Contract are governed by Michigan law.

16. Non-Exclusivity. Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the City or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

17. Dispute Resolution. The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators, Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to the City Manager if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the City Manager and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the City's right to terminate the Contract.

18. Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written City approval, and then only in accordance with the explicit written instructions of the City.

19. Severability. If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

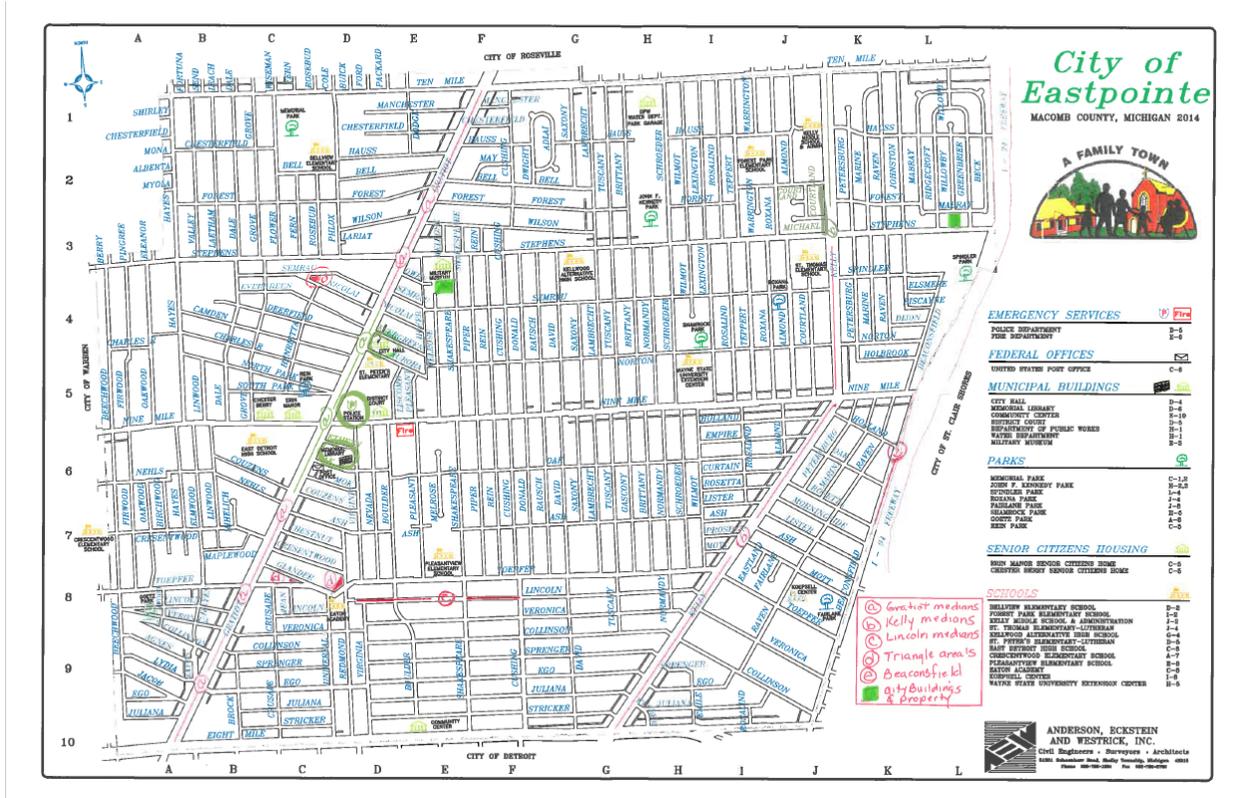
20. Waiver. Failure to enforce any provision of this Contract will not constitute a waiver.

21. Force Majeure. Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their reasonable control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the City may immediately contract with a third party.

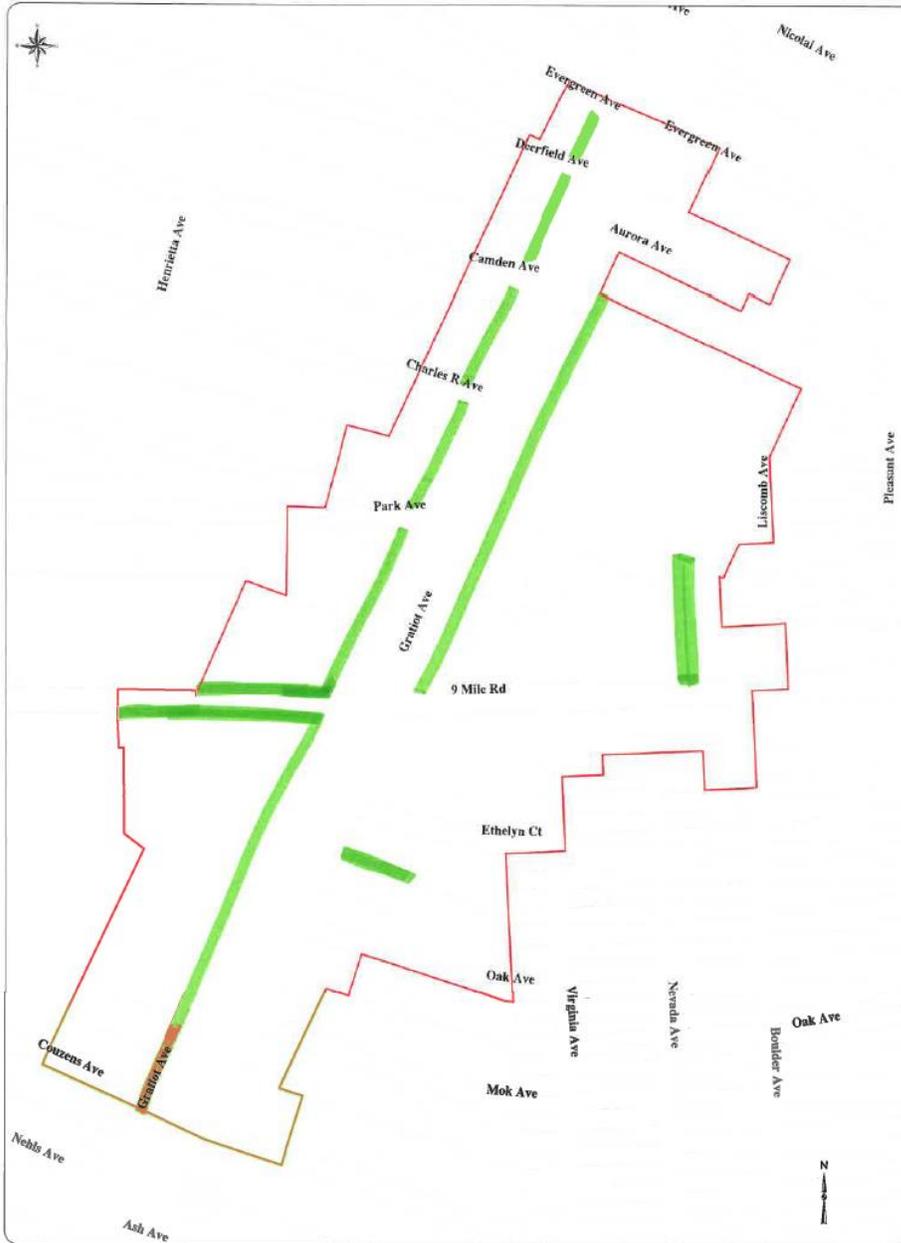
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ATTACHMENTS

MAP OF EASTPOINTE – CITY BUILDINGS AND PARKS



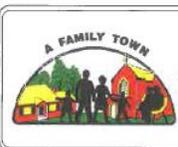
MAP OF DOWNTOWN DEVELOPMENT AUTHORITY DISTRICT



Legend

- DDA Boundary
- Parade

ANDERSON, ECKSTEIN AND WESTRICK, INC.
 Civil Engineers - Surveyors - Architects
 1000 West 10th Street, Suite 100
 Lincoln, NE 68502
 Phone: (402) 441-1111
 Fax: (402) 441-1112
 Website: www.aewi.com



City of Eastpointe
 Downtown Development
 Authority (DDA) Boundary Map



REFERENCE SHEET NUMBER **SCALE**

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CADASTRAL
 This map is not a cadastral map. It is a boundary map for the Downtown Development Authority. It is not intended to be used for legal purposes. For legal purposes, consult the official records of the City of Eastpointe.

City of Eastpointe Bid Form

Mowing and Lawn Maintenance Bid (Including parks) Project Number: CH-2020

In accordance with the City of Eastpointe Bid Specifications, we hereby submit the following bid dated 3-19, 2020.

The City of Eastpointe reserves the right to reject any or all bids and to waive any irregularities as deemed fit in the best interest of the City.

Mowing Sites (Location map attached; square footage and linear footage are estimates)

<u>Footage</u>	<u>Turf</u> <u>Square Footage</u>	<u>Edging</u> <u>Linear</u>
A. Downtown Development Authority	36,000	5,900
	Between curb and sidewalk along the west side of Gratiot from Couzens north to Evergreen; the east side of Gratiot from Nine Mile north to Aurora; the south side of Nine Mile from Gratiot west to the eastern edge of the school property; and the north side of Nine Mile Road from Gratiot west to the eastern edge of Senior Housing property.	
	\$ <u>35</u> /cut	

B. City Buildings/Properties (weekly grass cutting)

- City Hall (23200 Gratiot Avenue) \$ 18 /cut
- Memorial Library (15875 Oak St.) \$ 15 /cut
- Police/Court Complex (16083 - 16101 Nine Mile) \$ 18 /cut
- Military Museum – 16600 Stephens: Behind Tennis Courts and right-of-way on Shakespeare. \$ 22 /cut
- Lift Station Property (19371 Stephens: Stephens Rd. across from Spindler) \$ 15 /cut
- DPW Building – 17750 10 Mile Road, 17800 10 Mile Road, 17850 10 Mile Road \$ 120 /cut
- Community Garden - 16425 9 Mile Road \$ 18 /cut

C. Medians (10-12 times per year)

- (a) Gratiot St. Medians (cut twice the week prior to Gratiot Cruise), \$ 370 /cut
- (b) Kelly St. Medians, \$ 203 /cut

- (c) Lincoln St. Medians, \$ 18 /cut
- (d) 3 triangle areas and \$ 18 /cut
- (e) right-of-way on eastside of Beaconsfield from 9 Mile to crosswalk across from Morningside Ave. – only cut 10 - 12 times a year. Schedule to be determined with the Department of Public Works Supervisor. Unit Cost that is bid will be used if additional cuts are requested. \$ 60 /cut

D. Vendor Managed Code Enforcement/Mowing and weed trimming (entire city inspected by Contractor once per week/cuts within 24 hours of violation occurrence)

100 sf to 9,999 sf parcels	\$ <u>25</u> /cut
10,000 sf to 26,800 sf parcels	\$ <u>30</u> /cut
26,801 sf to 43,560 sf parcels	\$ <u>35</u> /cut
Over 1 acre parcels	\$ <u>40</u> /cut

E. Parks:

Service for the parks will begin July 1, 2020 to comply with current contract. Below is a list of the parks (attachment: EastpointeParks) that must be cut on a weekly basis from May through July. In the months of April, August, September, October, and November, grass must be cut every two weeks:

1. Memorial Park \$ 563 /cut
2. John F. Kennedy Park \$ 458 /cut
3. Shamrock Park \$ 80 /cut
4. Roxana Park \$ 73 /cut
5. Spindler Park \$ 675 /cut
6. Fairlane Park \$ 53 /cut
7. Goetz Park \$ 20 /cut
8. Rein Park \$ 35 /cut

F. Tax Reverted Homes and Lots

a. Homes

Street	Street Name	Parcel ID	Res v Comm	Struct v Lot	BUYER	Bidder's Price Per Cut (each week)
Tax Reversion Home	22820 Brittany	14-29-378-006	Res	Structure		\$ 15
Tax Reversion Home	16741 Elght Mile	14-31-479-023	Res	Structure		\$ 15
Tax Reversion Home	22421 Gascony	14-32-127-036	Res	Structure		\$ 15
Tax Reversion Home	23083 Lambrecht	14-29-309-033	Res	Structure		\$ 15
Tax Reversion Home	22054 Oakwood	13-36-231-009	Res	Structure		\$ 15
Tax Reversion Home	16279 Semrau	14-30-406-017	Res	Structure		\$ 15
Tax Reversion Home	16494 Ten Mile	14-30-226-010	Res	Structure		\$ 15
Tax Reversion Home	17528 Toepfer	14-32-305-018	Res	Structure		\$ 15
Tax Reversion Home	24599 Valley	14-30-105-028	Res	Structure		\$ 15
Tax Reversion Home	21738 Nevada	14-31-254-015	Res	Structure		\$ 15
Tax Reversion Home	24741 Saxony	14-29-109-017	Res	Structure		\$ 15
Tax Reversion Home	16002 Stephens	14-30-401-001	Res	Structure		\$ 15
Tax Reversion Home	22085 Linwood	14-31-106-024	Res	Structure		\$ 15
Tax Reversion Home	21742 Boulder	14-31-255-009	Res	Structure		\$ 15
Tax Reversion Home	15035 Lincoln	14-31-303-010	Res	Structure		\$ 15
Tax Reversion Home	22489 Lambrecht	14-32-105-021	Res	Structure		\$ 15
Tax Reversion Home	22201 Kelly	14-32-208-018	Comm	Structure		\$ 15

b. Lots

							Price per cut (per week)
15524	Semrau	14-30-327-003	2018	Res	Lot	bw 15514 & 15534	\$ 15
	0 Evergreen	14-30-452-004	2018	Res	Lot	bw 16136 & 16152	\$ 15
15110	Nine Mile	14-31-102-001	2018	Comm	Lot	se corner of Elmwood	\$ 15
	0 Mok	14-31-129-024	2018	Res	Lot	bw 15731 Mok & 22207 Virginia	\$ 15
22164	Nevada	14-31-210-004	2018	Res	Lot	bw 22172 & 22156	\$ 15
	0 Cushing	14-32-106-006	2018	Res	Lot	bw 22126 & 22144	\$ 15
22144	Cushing	14-32-106-005	2019	Res	Lot	22126, vac lot, ours, 22152	\$ 15
	0 Cushing	14-31-233-036	2018	Res	Lot	bw 22049 & 22063	\$ 15
22103	Rausch	14-32-107-032	2018	Res	Lot	bw 22111 & 22095	\$ 15
17090	Lincoln	14-32-302-010	2018	Res	Lot	bw 17082 & 17098	\$ 15
	0 Melrose	14-30-432-001	2017	Res	Lot	corner, adj to 23161	\$ 15
21019	Beechwood	13-36-455-037	2017	Res	Lot	bw 21011 & 21025	\$ 15
16641	Stephens	14-30-280-015	2017	Res	Lot	bw 16631 & 16651	\$ 15
23708	Lexington	14-29-403-023	2017	Res	Lot	corner, s of 23716	\$ 15
23143	Rein	14-30-435-020	2016	Res	Lot	bw 23125 & 23159	\$ 15
	0 Piper	14-31-227-026	2017	Res	Lot	bw 22467 & 22487	\$ 15
	0 Tuscany	14-29-127-015	2018	Res	Lot	bw 24810 & 24834	\$ 15
22304	Firwood	13-36-227-015	2019	Res	Lot	NE corner of Nehls, adj to 22312	\$ 15
22175	Hayes	13-36-232-014	2019	Res	Lot	SW corner of Nehls, adj to 22165	\$ 15
14715	Agnes	13-36-432-040	2019	Res	Lot	bw 14707 & 14725	\$ 15
24923	Wilmot	14-29-201-019	2019	Res	Lot	bw 24915 & 24931	\$ 15
24321	Laetham	14-30-152-022	2019	Res	Lot	bw 24313 & 24331	\$ 15
23759	Piper	14-30-429-031	2019	Res	Lot	bw 23751 & 23767	\$ 15
22427	Rein	14-31-228-029	2019	Res	Lot	bw 22417 & 22435	\$ 15

If additional cleanup of debris, litter, etc. work is necessary, what is your per hour rate?
 \$ 40 /hour

Dated this 27th day of April, 2020

CITY OF EASTPOINTE

Elke Doom

Elke Doom, City Clerk, City of Eastpointe, a Michigan municipal corporation

STATE OF MICHIGAN)
) SS:
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 27th day of April, 2020, by Elke Doom, City Clerk, City of Eastpointe, a Michigan municipal corporation.

[Signature]
Notary Public
Macomb County, Michigan.
My Comm. Exp.: 2/18/2025
Acting in Macomb County,

Dated this 24 day of April, 2020

MARINO'S LANDSCAPING

[Signature]

By: Mike Williamson
Its: Operations Manager

STATE OF MICHIGAN)
) SS:
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 24 day of April, 2020, by Mike Williamson, Its: Operations Manager.

Lori Rose Chapiewski
Notary Public,
Macomb County, Michigan.
My Comm. Exp.: 1/9/2026
Acting in Macomb County,

LORI ROSE CHAPIEWSKI
Notary Public, State of Michigan
County of Macomb
My Commission Expires 01-09-2026
Acting in the County of _____