

# City of Grand Ledge Contract for Landscaping: Downtown Development Authority and City Hall

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of April 2021 by and between the CITY OF GRAND LEDGE, MICHIGAN, a Municipal corporation whose office is located at 310 Greenwood Street, Grand Ledge, Michigan 48837 and its Downtown Development Authority (DDA), (hereinafter “the City”), and Precision Lawn & Snow., whose address is 11760 Francis Road, DeWitt, Michigan 48820 (hereinafter referred to as “the Contractor”).

## RECITALS:

WHEREAS, it is the intent of the City to retain the services of the Contractor for landscaping services at City Hall grounds and DDA district grounds; and

WHEREAS, the parties wish by this agreement to define their respective rights and obligations among other things during the term of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises, terms, conditions, and covenants expressed in this Agreement, the parties agree as follows.

1. **Services.** Unless directed by the City Manager or Assistant City Manager, the Contractor shall be responsible for landscaping services as outlined in Attachment A.
2. **Compensation.** The City shall pay the Contractor in the amount of \$2,995.00 per month for seven (7) months between April and October for a total of \$20,965 per year. Of this monthly amount, \$599.00 shall be paid by the City and \$2,396 shall be paid by the DDA. In addition, costs to purchase mulch will be paid at \$62.00 per yard.
3. **Payment.** The Contractor shall timely provide a written invoice to the City for services actually rendered pursuant to this Agreement. The City shall remit payment to the Contractor within thirty (30) calendar days after receiving the invoice.
4. **Contractor Responsibilities.** The Contractor shall, at its sole cost and expense, be responsible for acquiring, maintaining, and insuring all equipment and materials necessary for the Contractor to perform the services identified in this Agreement. The Contractor shall, at its sole cost and expense, secure and maintain appropriate insurance for general liability and worker’s compensation, and provide the City with a copy of the certificates of insurance. The City to be listed as an additional insured on the Contractors policy or policies of comprehensive general liability insurance in the amount of one million and 00/100 dollars (\$1,000,000.00) per occurrence and provide City with current certificates of insurance evidencing Contractor compliance. All certificates of insurance must be forwarded to the

City of Grand Ledge prior to commencement of any work. Required insurance policies shall not be changed or cancelled without ninety (90) days prior written notice to the City of Grand Ledge.

5. **Status.** The parties understand that the Contractor is not and shall not be considered an employee of the City. The parties hereto acknowledge and agree that the City shall not withhold any amounts for federal, state or local income taxes, Medicare taxes, or social security taxes from the fees paid pursuant to this Agreement.
6. **Non-Exclusivity.** The parties agree this Agreement shall be non-exclusive. The City reserves the right to use any other means it may desire or determine for the purpose of providing landscaping services for City Hall and DDA properties. The City also reserves the right to supplement the services of the Contractor as the City may choose. The City makes no guarantees as to the total amount of compensation that the Contractor may earn per this Agreement, and reserves the right to limit the amount of Services the City requests the Contractor to provide under this Agreement. The Contractor reserves the right to provide services to other clients and customers as it sees fit.
7. **Term.** The term of this agreement shall be from April 1, 2021 through December 31, 2021 with an option to renew for up to two (2) additional years.
8. **Indemnification.** The Contractor agrees to indemnify and hold the City harmless from any and all liability arising out of this agreement, including but not limited to the payment of any amounts for federal, state and local taxes, and/or social security and Medicare taxes.
9. **Termination.** Either party to this agreement may terminate this contract upon 30 days' written notice to the other party. This right of cancellation shall be exercisable at the sole discretion of the cancelling party and requires no just cause or other reason.
10. **Breach.** In the event of a material breach of the Agreement by either party, it is agreed that the non-defaulting party shall be permitted to recovery, in addition to any other remedy that may be available to it, at law or at equity, all reasonable attorney's fees and costs, and damages incurred as a direct result or consequence of such breach.
11. **Jurisdiction.** Any proceeding claim, or cause of action, at law or equity, arising under this Agreement or as a result of a breach thereof, shall be brought only in the appropriate court for Eaton County, Michigan. This agreement has been executed in the State of Michigan, and therefore shall be construed, interpreted and applied on only according to the laws of the State of Michigan.
12. **Understanding and Binding Effect.** This Agreement represents the entire understanding and agreement between parties, and all prior understandings and agreements are specifically merged in this Agreement. This Agreement shall inure to the benefit of and be binding upon

the parties and their respective heirs, personal representatives, members, assigns, and successors.

13. **Notices and Mailings.** All notices and other documents to be served or transmitted shall be in writing and addressed to the respective parties at the addresses stated on Page 1 of this Agreement or such other address or addresses as shall be specified by the parties from time to time, and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage.
14. **Severability.** If any section or provision of this Agreement is unenforceable for any reason, the unenforceability shall not impair the remainder of this Agreement, which shall remain in full force and effect.
15. **Captions.** The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way amplifying or modifying its terms and provisions.
16. **Authority.** The respective signatures below expressly acknowledge that this Agreement is made and entered into with the full authority of the City of Grand Ledge City Council, and that the person/s executing this Agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this Agreement.

**IN WITNESS WHEREOF** we have executed this Agreement on the date and year first above written.

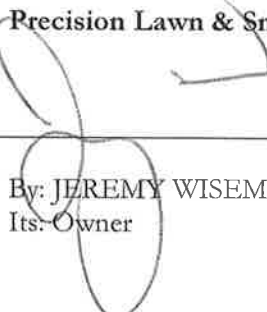
City of Grand Ledge



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By: Adam Smith  
Its: City Manager

Precision Lawn & Snow



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By: JEREMY WISEMAN  
Its: Owner

# Attachment A – Scope of Work

## LAWN CUTTING

1. All turf grass areas to be mowed twenty (25) times seasonally to ensure grass is maintained at a height of 3-inches. This will include Bridge Street Plaza, City Hall grounds, and grass strips and boulevards in the DDA area.
2. Grass to be dispersed (blown) from all planting beds, sidewalks, and paved areas with no clumps evident on the turf areas.
3. Clippings will not be blown towards vehicles or in any manner which impedes customer access to the building.
4. All edges, bed obstacles to be checked with a mechanical string trimmer per visit to produce a clean, crisp appearance.
5. All clippings will be removed from the premises and properly disposed of.
6. Sidewalks and curbs to be edged mechanically bi-weekly to maintain a clean appearance.

## FERTILIZATION – (City Hall Grounds and Bridge Street Plaza only)

NOTE: The Contractor or its subcontractors shall provide the City of Grand Ledge licenses necessary to carry out the use of herbicides.

1. First application beginning of April before the soil temperature reaches 65 degrees F. Crabgrass pre-emergent product dimension 19-0-6 with 30% slow-release nitrogen applied at a rate of 4.13 lbs./1000 square feet.
2. Last week of May, a weed and feed product Lesco “Lock up extra two” 18-0-4 with 30% slow-release nitrogen is to be applied at a rate of 3.6 lbs./1000 square feet.
3. The first week of July; fertilizer analysis 24-0-11 with 50% slow-release nitrogen applied at a rate of 4.2 lbs./1000 square feet.
4. Last week of August/first week of September, same product specification as the second application.
5. Last week of October, same product specification as third application.
6. Alternative fertilizer may be used but must be submitted first for approval.
7. All fertilizer is to be phosphorus-free and in granular form.
8. The Contractor is to placard the site in accordance with state law when pesticides are applied.
9. The Contractor should check in with City Hall staff before each application of fertilizer.

## WEED CONTROL IN PLANTING BEDS & NON-LAWN AREAS

1. Hand weeding and chemical weed control shall be performed twice monthly throughout the mowing season to keep planting beds, walks, sidewalks, drives, and curbs in a weed-free condition.
2. Roundup (glyphosate) herbicide shall be used on small weeds (2” tall or less). Larger weeds will first be sprayed and then removed by hand when dead.

## **GENERAL LITTER CLEAN UP**

1. All planting beds, sidewalks, parking lots, alleyways, and fence lines to be cleared of litter, debris, grass, and garbage regularly. Frequency to be determined by need, but in no event is it to be greater than ten (10) days.
2. Sidewalks and parking lots must be blown or swept clean with every visit.
3. All debris to be disposed of in accordance with local rules and regulations.
4. All service to be completed during regular business hours. Consideration must be given to minimizing disturbance to neighbors concerning noise.

## **TREES & SHRUBS – (Parking Lots and City Hall – not street trees)**

All trees and shrubs in the landscape areas are to be pruned and shaped twice during the season (in early June and August) to remove dead, diseased, injured, and unproductive wood to assist in maintaining their natural shape, size, and configuration. NOTE: Significant tree maintenance and tree and/or stump removal services are not part of this contract.

## **SPRING CLEAN UP**

Clean up of all turf areas (raking), clean-out of pots, and clean-out and turning of mulch in planting beds to be completed before the first mowing.

## **FALL CLEAN-UP**

- Leaf cleanup of all turf areas and clean-out of planting beds to be completed throughout the fall growing season.
- The Contractor will be responsible for the proper disposal of any leaves, debris, and yard waste accumulation from the mowing and maintenance operation.
- Final fall clean-up is to be completed after all leaves have fallen.

## **POTS**

1. Purchasing, planting, weeding, and watering at a minimum 1 – 2 times a week as needed for all 56 City pots within the DDA. To be completed no later than the end of May each year.
2. 35 large pots will have at a minimum of 10 plants, of varying color and type, with one spike or fountain grass for height.
3. 21 small pots will have at a minimum 6 plants, of varying color and type, with one red geranium.
4. By the end of September, mums will be planted in all 56 pots. One (1) mum plant, a minimum of a 3” pot, will be planted in the small pots and one or two (2) mum plants will be planted in the large pots, depending on size. These will be varying colors throughout. Watering will need to continue until mums are removed at the end of the season, no later than the first week of December.

## **MULCH**

Install a minimum of 1-inch of fresh mulch for a freshened top-dress appearance in all bedding areas and around trees. NOTE: This item will be accounted for separately (per yard with labor/installation included) in the Bidders Proposal and billed one (1) time per year.

## LANDSCAPE AREAS

The following represent the areas to be maintained along with any areas of concern for landscape maintenance. The lots are usually named by the principal business adjacent to the lot:

Log Jam Parking Lot – located between West Jefferson Street and West River Street, with access to both streets. The landscape area extends around the lot up to the sidewalk. These areas include the stone wall on West River Street and a small planter in front of the Masonic Temple. Inside the lot, there is a planting area directly behind the Log Jam Restaurant, the tree areas, and the art sculpture area on the corner located at West Jefferson and Harrison Streets.

Library Parking Lot – located behind the gas station on East Jefferson Street and extending to East River Street. There are planting areas directly behind the gas station that will need mulch and weeding around the bushes along with the planting area located on East River Street.

Cugino's/Fortino's Parking Lot – located on West Jefferson Street and Scott Streets. Grass and weeds intrude into the paved areas and trash collects along the walls, etc.

Enerco Parking Lot – located on the corner of North Bridge and West Main Street, abutting the Enerco building. This lot needs attention to the wall to the west and the planting areas around the intersection of the two streets.

Island Park Parking Lot – located off West River Street along the Grand River. This lot is the access to the Island Park Bridge and the baseball field. The dumpster located here is rented by the DDA and can be used by the Contractor to dump any trash picked up downtown. There are two (2) pots located in the parking area.

Flour Child Parking Lot – located off East Scott Street and having an exit on Bridge Street. This area contains a landscape area at the NE corner of the building and another site on the opposite side of the parking lot, across the exit/entrance drive. There is one at the US Postal Mail Box and another at the northeast corner of the parking lot.

City Hall – This will need to be mowed, fertilized, edged, etc. See above for specifications.

First Place Sports – located off North Bridge Street, adjacent to the First Place Sports store. The key issue here is the steep hill at the back of the lot. The hill was landscaped when the lot was built and has an underlining mesh. We need to support the plants that help prevent erosion.

Riverfront Park – located at the northeast corner of the bridge, at the corner of North Bridge and East Front Street. The park consists of a small parking lot, planting areas, and a large deck. The planting areas around the parking lot are straightforward and extend up to the east side fence (and behind it) to the streets. Below the deck the Contractor will keep the brush and small trees trimmed down to allow for a full view of the river.

West Front Street Parking Lot (Preston's) – located behind the buildings on the west side of North Bridge Street, between Front and Main Street. The lot includes the alley behind the buildings. This lot has several landscape areas. Since these planting areas are newer, plants may need to be thinned and weed control is crucial.

Bridge Street Plaza – located on the south side of South Bridge Street, this lot will need to be mowed, fertilized, edged, etc. See above for specifications.