

CITY OF EVART

AGREEMENT FOR LAWN MAINTENANCE SERVICES

This Agreement dated this ____ day of April, 2019, is entered into between Shades of Green Landscaping (hereinafter "Shades of Green Landscaping") and the City of Evart, Michigan (hereinafter "City"). The parties agree to be bound by the provisions of this Agreement.

1. NATURE AND PURPOSE OF AGREEMENT.

The purpose of this agreement is to establish compensation and other covenants for the providing of lawn maintenance services, by Shades of Green, as it relates to mowing and trimming certain properties owned by the City, according to the specifications outlined in the bidding process.

2. TERM.

The considerations established herein shall become effective from May 1, 2019 and shall be effective for a Five (5) year period, ending on September 30, 2023.

3. DUTIES.

Shades of Green agrees to provide mowing, edging and trimming services to the following properties:

Cant Hook Park; Guyton Park & former Community Garden; Heritage Park; DDA Office Building; Police Department; Depot and Lots West of Depot; Riverside East; Riverside West; Elementary school ball field; Skate Park & maintaining and weeding the Downtown Bump-outs.

This service shall include mowing, edging and trimming around trees, fences, sidewalks, structures and other obstacles. There are to be no grass clippings left on the sidewalks. It also includes the weeding and maintaining of the bump-outs downtown, with the City of Evart providing the mulch, each year.

Services are anticipated to be done on a weekly basis. The exact time and the detail of the services are at the discretion of the provider.

No other services or compensation shall be done or paid without approval of the Department of Public Works Director.

4. **COMPENSATION.**

Shades of Green shall be paid a flat fee of \$26,880.00, for the Five (5) year period, payable monthly, from May 1 to September 30, each year.

5. **INDEPENDENT CONTRACTOR.**

Shades of Green shall be considered an Independent Contractor. The tasks shall be completed as indicated in Paragraph 3, but the exact hours and the details of the services shall be determined by Shades of Green. Shades of Green shall provide all of the equipment, labor, fuel and materials needed to provide the service.

6. **LICENSE & INSURANCE**

Shades of Green shall be licensed by the State of Michigan; shall have liability insurance of not less than \$1,000,000.00, and shall have worker compensation coverage. Shades of Green must meet all Contractor Insurance Requirements listed in the Appendix.

7. **HOLD HARMLESS CLAUSE**

To the fullest extent permitted by law the Shades of Green agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

8. **ENTIRE AGREEMENT.**

This instrument contains the entire agreement of the parties and it may only be changed by written Agreement, signed by the parties involved. Each of the parties has received an executed original of the Agreement.

9. **APPROVAL.**

By execution of the Agreement, the City acknowledges that all required approvals have been obtained by the City Council, so that this Agreement shall be fully effective and binding upon the parties hereto.

10. **TERMINATION**

The City may terminate this agreement at any time as a result of Shades of Green's failure to perform in accordance with the specifications of this agreement. Failure to perform shall be determined in accordance with this contract. Shades of Green and the City acknowledge that all of the components set forth in this contract are essential to the creation and deliverability of the products and services contained herein. The failure of any one component will constitute a failure and will be deemed a material breach. In the event a material breach occurs by either party, the other party will provide written notice to the party responsible for the breach by certified letter, return receipt requested, describing the material breach and the action required to correct said breach. In the event that the party responsible for the breach remedies the material breach to the other party's satisfaction within thirty (30) calendar days from the receipt of the notice of material breach, then the contract will continue.

In the event the material breach is not corrected to the other party's satisfaction within thirty (30) calendar days, then the other party may, in its sole discretion, immediately terminate this agreement by notifying the party responsible for the breach that the contract has been terminated by certified mail with return receipt requested, or the other party may continue the contract an additional period, during which the party responsible for the breach shall attempt to remedy the breach to the other party's satisfaction, failing which the other party shall again have the option to terminate or continue the contract.

IN WITNESS WHEREOF, the City of Evart, Michigan has caused this Agreement to be signed by its City Manager, attested by its City Clerk, and impressed with its corporate seal, all as duly authorized by its City Council, and Joshua Phelps, Shades of Green Landscaping has signed his name to this agreement.

Dated: _____, 2019

CITY OF EVART

By: Sarah Dvoracek, City Manager

By: Heather Pattee, City Clerk

Dated: _____, 2019

By: Joshua Phelps, Shades of Green Landscaping

APPENDIX

CONTRACTOR INSURANCE REQUIREMENTS

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Member. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. **Worker's Compensation Insurance**, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$ 1 million per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
3. **Automobile Liability**, including Michigan No-Fault Coverages, with limits of liability not less than \$ 1 million per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Additional Insured**: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The Member, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the Member as additional insured, coverage afforded is considered to be primary and any other insurance the Member may have in effect shall be considered secondary and/or excess.
5. **Cancellation Notice**: Policy(ies), as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Evart: 5814 100th Ave. Evart, MI. 49631
6. **Proof of Insurance Coverage**: The Contractor shall provide the Member at the time the contracts are returned by him/her for execution a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates, endorsements, and/or policies to Member at least ten (10) days prior to the expiration date.