

THE CITY OF
MT. PLEASANT, MICHIGAN

CITY HALL

320 W. Broadway • 48858-2447
(989) 779-5300
(989) 773-4691 fax

PUBLIC SAFETY

804 E. High • 48858-3595
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PUBLIC WORKS

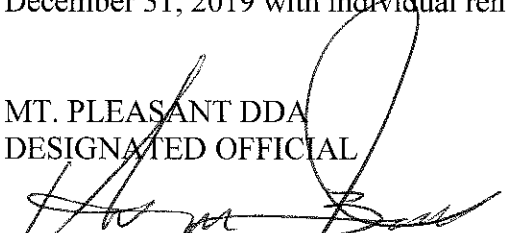
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(989) 779-5400
(989) 772-6250 fax

GROUNDS CARE MAINTENANCE WORK AGREEMENT

The Mt. Pleasant Mission/Pickard Downtown Development Authority (DDA), a Michigan municipal corporation, whose primary business address is 320 West Broadway, Mt. Pleasant, Michigan 48858, and Green Scene Landscaping Inc., whose primary business address is 954 East Remus Road, Mt. Pleasant, Michigan 48858, hereby agree to the contract for grounds care maintenance work according to the terms and conditions specified within the Request for Quotation and the Work Specifications attached as Exhibit A and incorporated by reference.

This agreement, signed this 10th day of April, 2017, shall remain in effect until December 31, 2019 with individual renewals each year outlined in the attached contract.

MT. PLEASANT DDA
DESIGNATED OFFICIAL


Chris Bundy, Director
Parks & Public Spaces

GREEN SCENE, INC.



Chris Lundsted, Owner

EXHIBIT A

**CITY OF MT. PLEASANT
DOWNTOWN DEVELOPMENT AUTHORITY (DDA)
GROUNDS CARE SERVICES for MISSION & PICKARD STREETS**

PROPOSAL FORM

In compliance with the Technical Specifications, Scope of Work, and the Standard Instructions to Bidders, the undersigned hereby agrees to perform grounds care services for the following not to exceed annual costs. Contract must be renewed each year of the years listed below for the contract price:

	<u>TOTAL ANNUAL COST</u>
Grounds Care Services - 2017	\$ 15,900*
Grounds Care Services - 2018	\$ 15,900*
Grounds Care Services - 2019	\$ 16,300*

*** Detailed Cost form attached.**

List any deviations from the specifications:

None

COMPANY: *Green Scene Landscaping*

RESPONSIBLE OFFICER(S)

NAME(S): *Chris Lundsted*

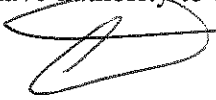
ADDRESS:

954 E. Remus Rd., Mt. Pleasant, Michigan 48858

TELEPHONE: *(989) 772-0430* **MOBILE:** *(989) 621-0763*

EMAIL: *clundsted@greenscenelandscaping.com*

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to enter into this contract with the City of Mt. Pleasant.

By  President 4/10/07
Responsible Officer's Signature and Title Date

**CITY OF MT. PLEASANT
DOWNTOWN DEVELOPMENT AUTHORITY (DDA)
GROUNDS CARE SERVICES for MISSION & PICKARD STREETS**

WORK SPECIFICATIONS

Maintain the following areas per specifications within DDA District: (see map for included areas)

1. Maintain turf areas on both sides of Mission Street from Pickard south to Maple Street.
2. Maintain brick paved areas on both sides of Mission between Bluegrass and Pickard Streets and both sides of Pickard between Mission east to the city limits at Packard Street.
3. Maintain WWI and WWII Veterans' Memorials per specifications on both sides of E. Broadway at Kinney Street.
4. City Entry wall areas including beds in front and back of wall at the following locations:
 - N. Mission and W. Pickard (SW corner)
 - Mission and Broadway (NW corner and SW corner)
 - S. Mission and Bluegrass (NE corner) including area in back of wall.

The Contractor shall maintain the facilities in a safe, neat and professional manner, performing grounds care functions to achieve the results outlined in Bid documents and specified locations. Typical duties include, but are not limited to:

1. Lawn Care and Landscaping

- a. Mow all turf areas between sidewalk and street weekly and remove grass clippings from all hard surfaces including street. No mowing is required on Pickard.
- b. Maintain all landscaped areas, including weeding and fertilizing beds, pruning trees, and trimming hedges and shrubs.
- c. Fertilize twice during the growing season, once in the spring prior to April 30 and once with a winter preparation fertilizer in the fall before October 1. Provide two applications of pre-emergent crabgrass and broadleaf herbicide to all turf areas prior to April 30 and July 1. Notify the Parks Director (779-5328) not more than 10 or less than 5 days prior to each application.

Contractor specifically agrees to comply with all relevant facets of the Michigan Pesticide Act #171 of 1976, as amended. Further, Contractor agrees to use only state certified or registered applicators for all pesticide application on City properties as required by P.A. 171. Proof of such certification/registration shall be provided to the City upon award of quote.

- d. Trim branches and prune trees and shrubs in accordance with the International Society of Arboriculture standards or with their equivalent. Fertilize all deciduous trees and evergreen shrubs annually.

- e. Prepare annual beds by May 31 and clean-up/remove spent plant material prior to October 1 of each year. Annual beds are to be treated with a pre-emergent/fertilizer. Sixty 48-plant flats of Begonia Semperflorens (white and pink varieties) [or agreed upon equivalent] are to be planted no later than June 15 at three entry treatment locations and Veterans' Memorials; earlier planting will be at the discretion of the Parks Director or his designated official. Annuals are to be planted 4-5" on center. All annuals shall be in healthy condition, inspected and approved by the Parks Director or his designated official prior to planting.
- f. By October 1, remove annuals and replace with 240 #1 or one gallon container size Chrysanthemums to be planted 10" on center. Contact the Parks Director or his designated official for disposition prior to planting.
- g. Aerate all previously mulched planting beds and top dress with hardwood bark in both front and rear of beds (per Technical Specifications 3.) Treat all mulched areas with pre-emergent once in the spring prior to April 30.

2. Tree Maintenance

- a. All broken and hanging limbs must be removed and repaired when identified.
- b. Fall leaves must be removed or mulched as needed to maintain high standard of care.

3. Brick Paved Areas

Sweep clean brick paved areas no later than April 30, as necessary. Reposition loose bricks or replace broken bricks and fill with same material no later than May 30.

Apply appropriate herbicide to prevent growth of grass or weeds in all brick paved areas as soon as they are one-half inch high. Note: Contractor specifically agrees to comply with all relevant facets of Michigan Pesticide Act #171 of 1976, as amended. Further, Contractor agrees to use only state certified or registered applicators for all pesticide application on City properties as required by P.A. 171. Proof of such certification/registration shall be provided to the City upon award of quote.

4. Edging

Edge curbs, brick and the street side of all sidewalks a minimum of twice annually, early in the season when the turf has become established and touched up as needed throughout the growing season to maintain a quality edge.

5. Other Work

Provide other grounds care services as requested by the Parks Director or his designated official, so long as such tasks are within the Contractor's capabilities and expertise at a predetermined hourly rate.

TECHNICAL SPECIFICATIONS

A. MATERIALS

1. PLANTING TABLETS shall be commercial fertilizer plant food tablet, Agriform 20-10-5, or equal, approved by the Parks Director or other designated official. The tablets shall be tightly compressed, long-lasting, slow release fertilizer tablets weighing between 5 and 25 grams, as specified.
2. GRANULAR PLANT FOOD shall be commercial fertilizer, a complete fertilizer of organic base containing in available form by weight 5-10-5; five (5) per cent of nitrogen, ten (10) per cent of phosphoric acid, and five (5) per cent of potash or equal ratio. Before delivery of any fertilizer is made under this Contract, the Contractor shall submit to the Parks Director or other designated official a sample in a properly marked one quart jar with the manufacturer's statement of analysis of the fertilizer, as well as the source of the plant food. The fertilizer shall be delivered to the site in the original containers, unopened and bearing a guaranteed analysis.
3. HARDWOOD BARK for mulching shall be finely shredded hardwood bark, free of sticks and foreign material, with no pieces greater than 5 inches in length. Before purchasing, a one pound sample of the material shall be submitted to the Parks Director or other designated official for approval. Bark colors shall be consistent in all maintained areas.
4. PRE-EMERGENCE HERBICIDE shall be a nationally recognized brand which shall be submitted to the Parks Director or other designated official for approval.
5. TREE PAINT shall be standard horticultural antiseptic tree wound compound, such as TREEKOTE or LEONARD TREE COMPOUND or PRUNING PAINT as distributed by A. M. Leonard and Son, Piqua, Ohio 45356, or approved equal.
6. WATER shall be clean, fresh, free of harmful substances and suitable in every way for the execution and maintenance of this work. In locations where irrigation is not present, The Contractor shall be responsible for the quality, supply and distribution of the water including hoses, hose connections, water wagons and vehicles necessary to assure healthy, growing plantings. Where irrigation is present, The Contractor is responsible for monitoring water distribution so turf, shrubs and other landscaping continues to thrive and reporting to Parks Director any irrigation concerns.

B. PROCEDURES

1. PLANT TABLET INSTALLATION:

The Rate of Application of Plant Tablets shall be placed according to the manufacturer's instructions and as follows:

For balled and burlapped plant material use two 21 gram tablets per each one-half inch (2") of caliper.

For seven (7) gallon container grown plant material, use three (3) tablets of the 21 gram size for each plant.

For five (5) gallon container grown plant material, use two (2) tablets of the 21 gram size for each plant.

For three (3), two (2) and one (1) gallon container grown plant material, use one (1) of the 21 gram tablets for each plant.

Placement of the planting tablets shall be as follows: Position the plant in the hole and settle the backfill 2/3 of the depth at the root ball. Place the recommended number of tablets evenly around the perimeter of, and adjacent to, the root ball at the depth which is in the upper 1/3 of the settled backfill around the root area.

2. FERTILIZER: Granular plant food shall be applied to the surface of the plant beds including the ground cover beds. The plant food shall be spread over the root area starting six inches from the trunk and extending to the drip line of each plant or to the outer edge of the plant bed, whichever is larger, at the rate of two pounds (2 lbs.) per 100 square feet.
3. MULCH: After the settled plants have been watered, backfilled and allowed to settle for 24 hours and saucers constructed, the mulch shall be applied.

Trees shall be mulched with 3 inch deep layer of bark mulch, all within the saucer.

Shrubs and Ground Covers shall be bedded by creating a bed outline 6 inches outside the drip line of the shrub. The outline shall be continuously cleaned out with a space, cut perpendicular to the lawn level. The grass within this bed outline shall be removed at least 4 inches deep to prevent grass growth. Then the bed shall be mulched with a 3 inch deep layer of bark mulch. The saucers will be maintained as specified, within the plant beds.

4. HERBICIDE: The pre-emergence herbicide shall be applied evenly on the surface of the mulch at the manufacturer's recommended rate in all plant beds and tree saucers after the mulch has been applied and firmed in place. Should weed or grass growth exist within these beds and saucers, it shall be removed and the soil and mulch smoothed and firmed. Then the herbicide shall be placed on the surface and sprinkled thoroughly with water. The rate of application shall comply with the manufacturer's recommendations.
5. PESTICIDE: Grub control pesticide shall be applied 2 times per year to prevent the damage to turf in the maintained areas.

C. MAINTENANCE

General Requirements: The operations of maintenance shall begin immediately after the contract is executed and shall continue until specified. The contractor shall furnish all supervision, labor, material, equipment and transportation to maintain the plantings in an attractive and vigorously healthy condition throughout the contract period to produce a high quality appearance. All materials used shall conform to quote specifications or shall otherwise be acceptable to the Parks Director or other designated official.

Planting Maintenance: The Contractor shall maintain the planting in a healthy growing condition by spraying, weeding, cultivating pits and beds where needed, replacing displaced mulch basins, plant beds, resetting stakes, tightening guy wires, replacing flags, etc.

In all areas with no irrigation or where irrigation is inconsistent, watering shall be the Contractor's responsibility throughout the contract period and shall be done on a scheduled basis to assure healthy, growing plantings. The coordination of access to supply locations, irrigation systems and related water supply equipment shall be the Contractor's responsibility. Any failure to the irrigation system needs to be reported to the Parks Director as soon as possible. The Contractor shall inspect the plantings throughout the growing season and take necessary steps to control insect and blight attack. The Contractor shall also inspect the planting after each severe storm and exercise all corrective measures required to maintain a finished quality appearance and good plant vigor. All maintenance and remedial operations are subject to the approval of The Parks Director or other designated official throughout the contract period. The Contractor shall report all irrigations settings or changes in settings to the Parks Director or other designated official.

Fertilizer: Generally on March 1 and June 1, granular plant food shall be applied to the surface of the plant beds. The plant food shall be spread over the root area starting six inches from the trunk and extending to the drip line of each plant, at the rate of two pounds (2 lbs.) per 100 square feet.

Plant beds shall be treated with post-emergence herbicide on June 1, and September 1, or as recommended by the manufacturer to prevent weed or grass growth in the plant beds. No weed or grass growth shall exist in plant beds at any time.

OTHER REQUIREMENTS

METHOD OF PAYMENT

The City will make monthly payments upon submittal of detailed invoices by the Contractor to the City of Mt. Pleasant Parks Department, 320 W. Broadway Street, Mt. Pleasant, Michigan 48858. The monthly invoices shall include an itemized listing of hours worked for the various major groupings and the hourly rate associated with each. Annual billings shall not exceed the total annual quoted fee. Additional work, if any, shall be agreed upon in advance and invoiced separately.

EARLY TERMINATION

The City reserves the right to terminate the contract upon thirty (30) days written notice for any reason including unsatisfactory performance to be determined solely by the City.

CONTRACTOR TO PERFORM

Contractor agrees to provide the services quote as described in the Bid Documents. Contractor agrees to maintain the premises described above in a safe, clean, sanitary, and presentable condition, and shall perform acts described herein, at minimum, in order to maintain the premises in said clean, sanitary, and presentable condition as required. Further, except as otherwise stated herein, the Contractor shall be responsible for providing all items, articles, materials, and operations, including labor, materials, equipment, supplies and incidentals necessary to complete the requirements of the contract.

INDEMNIFICATION

Contractor agrees to hold harmless, indemnify, and defend the City of Mt. Pleasant, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from, allegedly arising from, or related to the provision of services hereunder by the Contractor.

INSURANCE

The Contractor does further agree that, in order to protect itself as well as the City of Mt. Pleasant under the indemnity provision hereinabove set forth, the Contractor will at all times during the term of this agreement have and keep in force a general liability insurance policy in the amount of not less than one million (\$1,000,000) dollars and provide evidence of such policy to the City. Contractor agrees to name the City as an additional insured and to cause City to be notified should such insurance policy be canceled for any reason. Further, Contractor agrees to provide the City proof of Worker's Compensation Insurance. Cancellation of Worker's Compensation Insurance will result in termination of the contract.

SAFETY AND HEALTH ACT

Contractor specifically agrees to comply with all relevant facets of the Michigan Occupational Safety and Health Act, being Public Act No. 154 of 1974, as amended. Further, Contractor agrees to provide his employees with all reasonable and appropriate safety equipment necessary to carry out the terms and covenants contained within this agreement.

DEFAULT AND REMEDY

The failure of the Contractor (including the failure of any employee provided by the Contractor) to abide by any of the terms, conditions, or requirements expressed in this request for proposal, shall constitute a default if not promptly corrected by the Contractor upon receipt of a notice of deficiency and request of compliance from the City. In the event of a default by the Contractor, the City may cancel this agreement by sending written notice of cancellation to the Contractor at his address first written above.

CONTRACT RENEWAL

Upon the mutual written consent of the parties hereto, the contract may be renewed for successive periods of one year upon the same terms and conditions in all respects as hereinafter set forth, and upon such other terms and conditions as they shall mutually agree in the manner set forth below, provided that such other terms and conditions shall be in writing. Notice of desire to renew the contract shall be given by the party desiring such renewal to the other party, in writing, not less than 30 days before expiration of the term of the contract.

INDEPENDENT CONTRACTOR

It is agreed by the parties that at all times and for all purposes hereunder, the Contractor is an independent contractor and not an employee of the City. No statement contained in the contract shall be construed so as to find the Contractor an employee of the City, and the Contractor shall be entitled to none of the rights, privileges, or benefits of City employees except as otherwise may be stated herein.

COMPLIANCE WITH LICENSING, LAWS AND REGULATIONS

In addition to the Michigan Occupational Safety and Health Act described above, Contractor agrees that in providing all services pursuant to the contract, the Contractor shall abide by all licensing requirements, statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this contract, and shall entitle the City to terminate this contract immediately upon delivery of written notice of termination to the Contractor.

REFERENCES

Please provide a list of current or past customers. Include a contact name and telephone number for each reference.