

LANDSCAPE DESIGN AND ASSOCIATES/MILFORD DDA

Annual Flower Maintenance Contract

This Agreement is made between the Village of Milford Downtown Development Authority (DDA), a municipal corporation, whose address is 1100 Atlantic Street, Milford, MI 48381 and Landscape Design & Associates (Contractor), LLC, 4239 Timberview Drive, Howell, MI 48843. In consideration of the mutual promises set forth herein, it is agreed as follows:

- A. **Services.** The Contractor shall perform for the DDA , in a good and workmanlike manner as described in Section 4.03, attached hereto and by reference made a part hereof.
- B. **Location.** As depicted on the Map (attached). This item was part of the bidding materials. The Map shows the locations of 150 Overhead Flowerpots and 15 Standalone Pots. The standalone pots are generally located on Main Street between Liberty Street and Commerce. The Overhead Pots are located throughout the Milford Road/GM/Main Street Corridor.
- C. **Payment.** DDA agrees to pay the Contract the sum of \$32,800.00, for the work performed under 4.03 of this Agreement which is the maintenance of the flowers. This bid is comprised of the Contractor's amount of the bid for full performance of this Agreement. DDA agrees to pay the Contractor at the rate of \$5,466.66 per month commencing on June 1, 2019 through November 1, 2019. All payments are to be processed through the DDA account with the Village of Milford. Payment checks are to be issued by the Village of Milford in the ordinary course of business so as to comply as closely as possible with the schedule and with the normal public payment policies.
- D. **Term.** The term of this Agreement shall be for a period commencing on the date of execution and terminating on September 30, 2017
- E. **Termination upon Default.** The DDA reserves the right to cancel this portion of the Contract or any part thereof for reasons specified in Article II (1).

PROVISIONS OF CONTRACT

- 1. **Time is of the Essence.** Contract recognized that time is of the essence. This is a beautification project undertaken by the DDA and requires prompt, continuous, efficient performance by the Contractor. Contract curation is May 23, 2019 to September 30, 2019. A total of 126 days of watering with fertilizer and deadheading.
- 2. **Equipment and Materials.** The Contractor shall furnish all necessary equipment and materials required in performing said services. Water source is to be provided by the Village. Village will provide and install annual flower baskets in addition to removing the annual flower baskets upon contract completion.
- 3. **Schedule of Work.** The Contractor shall perform said services during the hours designated by the DDA and shall, in any event, so perform the said services so as to avoid interference with Village events, inconvenience to the DDA and its personnel and interference with the DDA's operations,

including maintenance and improvement work performed by the Village of Milford, its employees or contractors.

4. **Supervision.** The Contractor shall maintain a regular, systematic inspection routine of said premises by its supervisory employees to the end that the services enumerated herein shall be performed in a good and workmanlike manner at all times.
5. **Compliance with Laws.** The Contractor shall act as an Independent Contractor.
6. **Release and Indemnity.** The Contractor agrees to assume all risk of loss and to indemnify and hold the DDA, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorney's and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property (including property of the DDA) arising out of or in connection with this Agreement unless caused by the gross negligence or willful misconduct of the DDA, its officers, agents or employees. In the event that any demand or claim is made or suit is commenced against the DDA, the DDA shall give prompt written notice thereof to the Contractor and Contractor shall have the right to compromise or defend the same to the extent of its own interest.
7. **Insurance and Miscellaneous Matters.** The Contractor shall, for the period of this Agreement, carry and maintain in full force and effect, insurance as set forth in the bidding documents.
8. **Extra Work.** If the DDA and Contractor agree that the Contractor shall perform additional work not covered by this Agreement, then such work shall be paid for in cash by the DDA at an amount as agreed to between the DDA and the Contractor on the next ensuing payment date.
9. **Assignment or Subletting.** This Agreement shall not be assigned or sublet by the Contractor without the prior written consent of the DDA.
10. **Independent Contractor.** The Contractor for all purposes is an Independent Contractor in every way.
11. **Governing Law.** The terms and provision of this Agreement shall be construed in accordance with the laws of the State of Michigan.
12. **Coordination with other Contractors and with Village crews.** The Contractor agrees to coordinate her efforts with the Village of Milford, maintenance crews and with other village maintenance efforts so as to achieve maximum efficiency and minimum interference between the different entities and maintenance efforts. Any overlaps in services shall be properly reported to the DDA.
13. **Notices.** All notices given or so sent hereunder shall be sent by United States mail, postage prepaid, addressed to the respective party at the address set forth on the signature page hereof, or to such other addresses that the parties shall designate in writing from time to time.
14. **Breach by Contractor.** The DDA reserves the right to cancel this contract in whole or in part as to unperformed portion thereof and as to any sub-section, at any time in the event of a default or violation by the Contractor of any of the terms or provision of this Agreement. If such occurs, the compensation of the Contractor shall be adjusted accordingly.

15. Signing. Each person who signs this agreement on behalf of the Contractor warrants that she does so with the full and legal authority to execute this Agreement on behalf of the Contractor. This Agreement is executed by the Executive Director of the Village of Milford Downtown Development Authority, pursuant to standard practices.

**Landscape Design and Associates is not responsible for conditions that may develop to contract areas during the contract period that are outside of this contract. This may include and is not limited to: theft, vandalism, natural disasters, damage caused by animals and pest invasion.*

IN WITNESS WHEREOF, the parties have signed this Agreement on the date set opposite their name.

VILLAGE OF MILFORD

DOWNTOWN DEVELOPMENT AUTHORITY

Dated: 5/22/2019 _____ Ann M. Barnette

By: Ann M. Barnette

Its: Executive Director

LANDSCAPE DESIGN & ASSOCIATES, LLC

Dated: 5/23/2019 _____ Karleen Shafer

By: Karleen Shafer

Its: Owner

4.03 OVERHEAD FLOWERPOTS, STANDING POTS, ~~FLOWERBEDS~~; watering and maintenance

A. The Contractor shall perform the following tasks on an as scheduled basis. Specific timing is subject to the discretion of the contractor based upon the weather, subject to schedule approval by the Village of Milford DDA. The “growing season” will be considered the date when the first flower is planted until September 30, 2019. The maintenance payments/contract will begin May 23, 2019 and continue through September 30, 2019. The Contractor will be given one week notice before the flowers are planted, generally beginning around May 15.

1. Maintenance shall commence as soon as the first annual flowers are installed.
2. The required maintenance of flowers shall occur at all baskets, concrete pots in Center Street Park and Concrete Pots in Main Street Court ~~and the Main Street Flowerbeds.~~
3. This Contractor is required to be present when the Village’s irrigation systems are activated in the spring to review coverage in the beds that have been planted.
4. Verify condition of the brackets. Report any damage or theft to the Owner.
5. Watering shall occur seven times per week (Monday-Sunday) for all Overhead Flower Baskets and Standing Flower Pots. Saturday and Sunday’s watering will need to be coordinated with all Main Street events. Contact the Owner for a schedule of events.
 6. Watering sources will be provided by the Village. The Contractor will not be charged for water.
 7. Contractor to provide watering equipment.
 8. ~~Watering shall occur on an as-needed basis for the existing flowerbeds. All existing flowerbeds are irrigated.~~
 9. ~~Flowerbeds will be Preened at planting; Beds shall be Preened once by the Contractor on approximately July 15, 2019, weather permitting.~~
 10. ~~Flowerbeds shall be maintained in good condition, including regular weeding of the beds.~~
11. All plants and planting baskets shall be deadheaded one time per week.
12. All elevated pots shall be fertilized every watering day. The fertilizer used is Pro Grade 24-12-17. Fertilizer will be a diluted mixture: 6 tablespoons of fertilizer per 30 gallons of water. Contractor shall monitor the salts and the PH content of the soils when regulating the level of Fertilizer necessary for a healthy plant.
 13. Baskets located in shaded areas must be rotated once every two weeks with baskets located in sunny area of the same color scheme.

B. PLANT REPLACEMENT

The Contractor shall replace plants that have died because of the lack of proper maintenance or the lack of water. The Owner will provide five planted replacement pots of the same plant and soil mix for this purpose.

C. PLANT AND SOIL MIX

The Owner will consult with the Nursery and/or Greenhouse as to the specific mixture of plant type and soil mix. The Contractor shall verify that the mix is appropriate for the setting and is conducive to healthy maintenance in the environment. See Exhibit B.

D. AREA OF CONTRACT WORK

1. 150 Overhead Pots installed throughout the Milford Road Corridor in the Village of Milford, along Milford Road at General Motors Road, on Huron Street (GM), on Main Street between Huron and Commerce, North Milford Road from Commerce to the Village limits, and around the Prospect Hill Shopping Center.

~~2. 35 in-ground flowerbeds on either side of Main Street, between Liberty Street and Commerce Road in downtown Milford. Most beds are approximately 4'x 6' and some are larger. The Flowerbeds currently have a variety of perennials in place.~~

3. 15 Concrete Standing Flowerpots located at Center Street Park and Main Street Court. Standalone flowerpots with no direct access to water or irrigation. Watering stationary pots will be similar to watering Overhead Pots.

