

BRIEN'S LAWN SERVICE, INC/MILFORD DDA

Annual Right-of-Way 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 Brien's Services, Inc. (Contractor), 4950 Technical Drive, Milford, Michigan, 48381. 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 the DDA Municipal Landscape Maintenance, dated January 19, 2022 and amended February 10, 2022, 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 areas of work include:

- Exhibit D.1 – GM/Milford Road Landscape Island
- Exhibit D.4 – Trestle Area: Intersection of RR/Main Street/Canal
- Exhibit D.5 – Union Street/East Lot
- Exhibit E.1 – TRW Site: ROW
- Exhibit E.2 – TRW Site
- Exhibit E.3 – Mill Pond Pathway
- Spring mulching as per Section 3.1.D in all garden areas D.1 – D.7

C. Payment. DDA agrees to pay the Contractor the sum of \$21,175.00, for the work performed under Exhibit A 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 \$3,529.16 per month, for six months, commencing on May 1, through November 1 of each year, beginning in 2022 through 2024. 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 October 30, 2024

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 duration is May 1, 2022 to September 30, 2024.

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.
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 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: 4/5/2022\_2/13/2023



By: Ann M. Barnette

Its: Executive Director

BRIEN'S SERVICES, INC., LLC

Dated: \_\_\_\_\_

By: Brien Worrell

Its: Owner

# Landscape & Irrigation Maintenance Bid Proposal Form

**Project:** Village of Milford Downtown Development Authority Municipal Exterior Landscape Maintenance

**Location:** Village of Milford, Michigan

**Company Name:** Brien's Services Inc.

**Contact Name:** Stan Worrell or Brien Worrell

**Address:** 4950 Technical Drive Milford Milford MI 48381

**Phone No.:** (248) 685-7276

**Date:** 2/15/2022

## EXHIBIT B BID PROPOSAL

The following is a summary of services to be performed, which provides a breakdown of the consideration set forth in Section 3: (Note: all costs are to include materials, execution and installation for a **1 year contract.**)

### Ground Maintenance

	Total Cost
<b>Spring Start Up</b> (Sections 3.1.A and 3.2.A excluding mulching)	\$ <u>1,631.00</u>
<b>Fall Cleanup</b> (Sections 3.1.K and 3.2.A, excluding mulching and lawn repair)	\$ <u>1,950.00</u>

### Plantings and Plant Bed Maintenance

	Frequency/ Qty.	Unit Cost	Total Cost
<b>General Care</b> (Sections 3.1.B, 3.1.E, 3.1.H and 3.1.J)			\$ <u>1,350.00</u>

#### Trees

Fertilization (Section 3.1.F)	<u>1</u>		\$ <u>850.00</u>
Insect and Disease Control Monitoring (Section 3.1.G) for other woody trees for insect and mite pests, diseases and other cultural problems	<u>as needed</u>		\$ <u>550.00</u>

#### Shrubs, Ground Covers, Perennials and Ornamental Grasses

Fertilization (Section 3.1.F)	<u>1</u>		\$ <u>950.00</u>
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Insect and Disease Control Monitoring (Section 3.1.G) for other woody trees for insect and mite pests, diseases and other cultural problems	<u>as needed</u>		\$ <u>950</u>
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Pruning (Section 3.1.I)	<u>as needed</u>		\$ <u>750</u>
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Frequency  Total Cost

**Weed Removal and Control** (Section 3.1.C)

	as needed		
Removal			<u>\$ 1550.00</u>
Provide Herbicide Control Product:	Product name: <u>ROUNDUP</u>		

**Mulching** (Section 3.1.D)

Spring Start-Up	1	Cy 30	\$ 70.0	\$ 2100.00
Cultivate and Supplement as part of Fall Clean Up	1	cy	/\$	\$ ----

**Lawn Maintenance**

	Frequency	Area/SF or acre	Qty./Unit Cost	Total Cost
<b>General Maintenance Activities, Repair and Watering (Sections 3.2.B, 3.2.C, 3.2.F, and 3.2.J)</b>				
Mowing - Weekly	as needed		26/\$175	\$ 4550.00
Mowing - Monthly (TRW Field)	every month		6/\$174	\$ 1044.00
Fertilization (Section 3.2.H)	2		2/\$375	\$ 750.00
Edging/Trimming (Section 3.2.D)	everyother mowing		/\$	\$Included
Aeration (Section 3.2.G)	1		/\$	\$ 750.00
Weed Control (Section 3.2.1)	as needed		/\$	\$ 1450.00
Weed Control Product Name:				

ROUNDUP

**Irrigation (Section 3.3)**

	Frequency	Total Cost
Monitoring and adjustments	per specs	\$ N/A

**Summary**

**Total of Base Services - One Year Contract:**

Maintenance for 2022 season excluding warranty and construction areas as shown on Exhibits D and E. \$ 21,175.00

**Total of Base Services if Awarded - Two Year Contract: ( 0% of savings = \$ 0 )**

Maintenance for 2022 and 2023 seasons excluding warranty and construction areas in 2023 as shown on Exhibits D, E, F & G.1. \$

**Total of Base Services if Awarded - Three Year Contract: ( 0% of savings = \$ 0 )**

Maintenance for 2022, 2023 and 2024, excluding warranty areas in 2024 as shown on Exhibits D-G.2. \$

# Landscape & Irrigation Maintenance Bid Proposal Form

## Labor Rate/Breakdown

### Exhibit C

Per Hour

#### Labor Rate – Plantings

##### Regular Hourly Rates

Foreman	\$ <u>59.00</u>
Laborer	\$ <u>59.00</u>
Michigan Certified Arborist or Horticulturalist	\$ <u>95.00</u>

##### Overtime Hourly Rates

Foreman	\$ <u>88.50</u>
Laborer	\$ <u>142.50</u>

#### Labor Rate – Irrigation System Repairs

Certified Technician	\$ <u>70.00</u>
Laborer	\$ <u>70.00</u>

## Additional Frequently Used Items (installed costs)

Pear tree sp., 3 1/2" cal.	ea.	\$ <u>729.00</u>
Honeylocust, skyline, 2.5" calipe	ea.	\$ <u>782.00</u>
Honeylocust, skyline, 3 1/2" cal.	ea.	\$ <u>-----</u>
Honeylocust, skyline, 4" cal.	ea.	\$ <u>-----</u>
Euonymus fortunei, 2 gal.	ea.	\$ <u>67.00</u>
Rosa sp., 3 gal.	ea.	\$ <u>67.00</u>
Spiraca sp., 3 gal.	ea.	\$ <u>51.00</u>
Taxus sp., 30" ht./spd.	ea.	\$ <u>154.00</u>
Boxwood sp., 18" ht.	ea.	\$ <u>125.00</u>
Vinca Minor, 4" pot	ea.	\$ <u>19.00</u>
Hydrangea sp., 3 gal.	ea.	\$ <u>93.00</u>
Pennisetum 'Hamelin', 2 gal.	ea.	\$ <u>36.00</u>
Miscanthus sp., 2 gal.	ea.	\$ <u>71.00</u>
Coneflower sp., 1 gal.	ea.	\$ <u>20.00</u>
Blue salvia sp., 1 gal.	ea.	\$ <u>20.00</u>
Geranium sp., 1 gal.	ea.	\$ <u>34.00</u>
Catmint sp, 1 gal.	ea.	\$ <u>31.00</u>
Daylily sp., 1 gal	ea.	\$ <u>20.00</u>

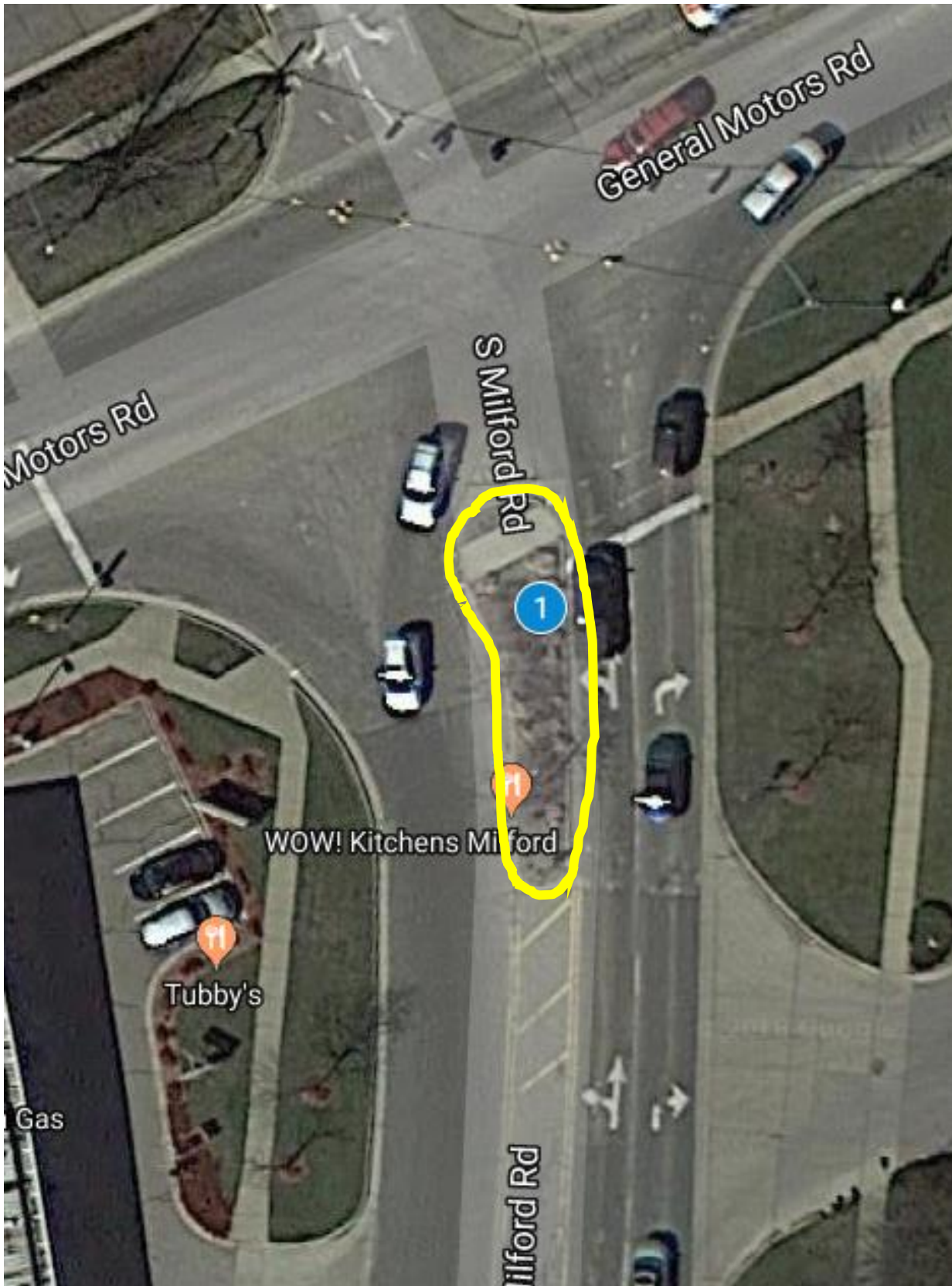
**Less Maintenance  
By Design** <sup>SM</sup>

Topsoil (screened)	cy.	<u>\$65.00</u>
Plant mix	cy.	<u>\$80.00</u>
Sodded Lawn	sy.	<u>\$9.00 min 100 yds</u>
Seeded Lawn	sy.	<u>\$7.00 min 100 yds</u>
Irrigation Lawn Rotor	ea.	<u>\$90.00</u>
Irrigation Spray Head	ea.	<u>\$88.00</u>

**Project:** Landscape Bid Proposal Form  
**Submitted By:** Brien's Services Inc.  
**Date:** 2/15/2022

Exhibit D.1

[GM/Milford Road Landscape Island](#), ROW Maintenance  
Approximately 70'x10'; trees, shrubs, perennials

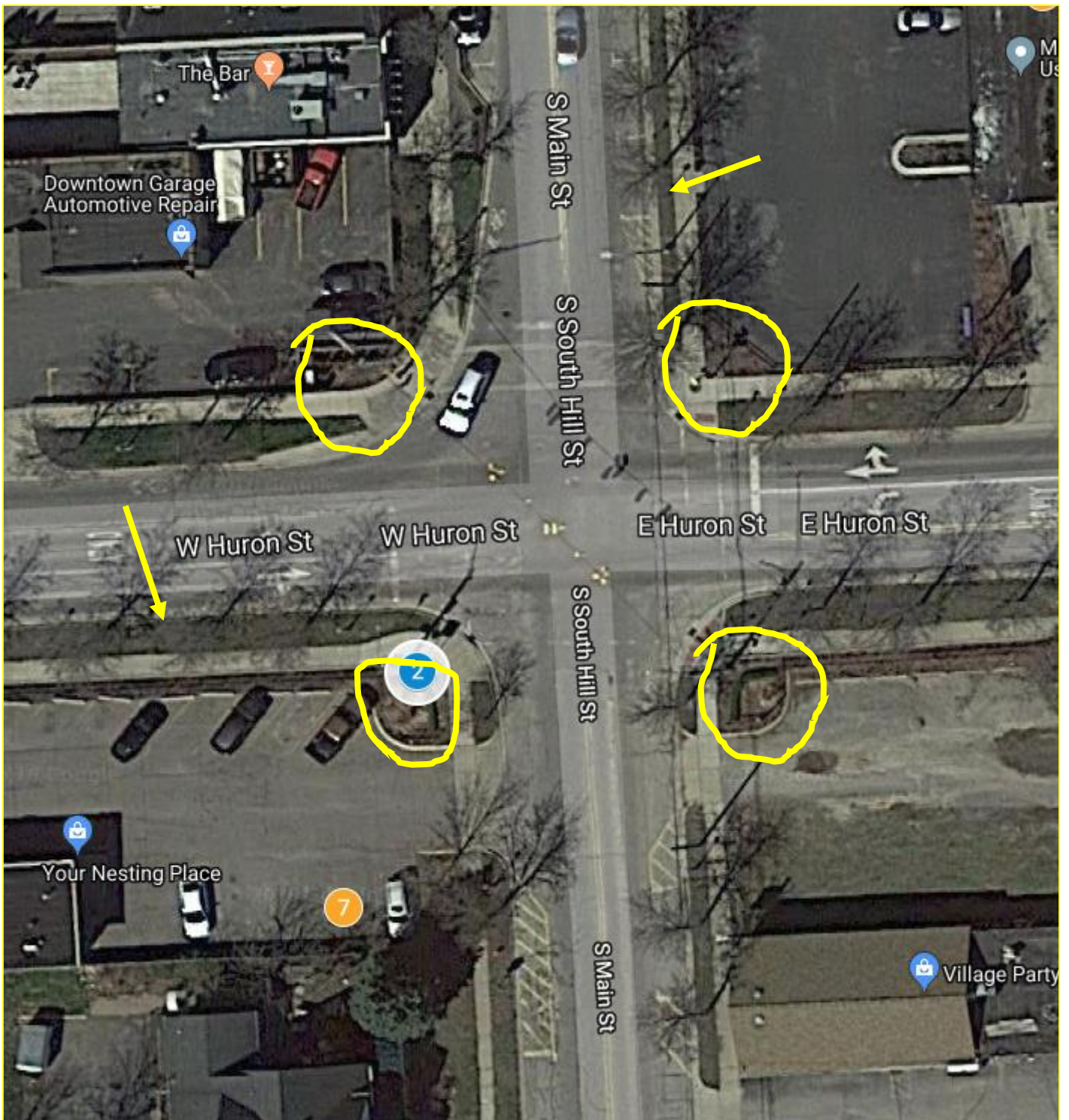




## Exhibit D.2

### Southside: Intersection of Main & Huron

Includes trees, perennial plantings, various grasses, roses, boxwood plantings.



# Exhibit D.3

## Southside: West Side Treebeds, between Huron and Water Street

General Tree maintenance, perennial and groundcover in ROW

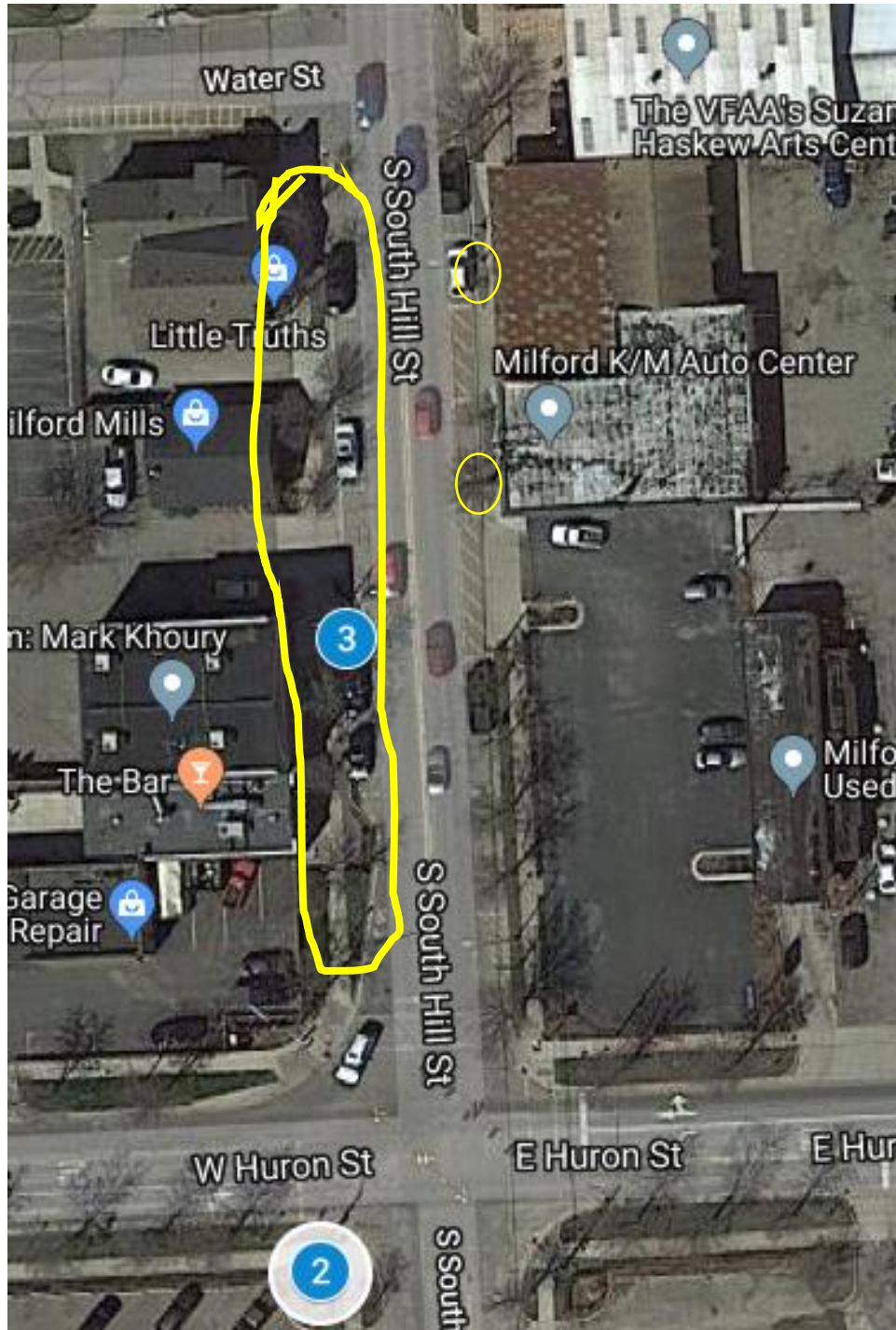


Exhibit D.4

Trestle Area: Intersection of CSX RR/Main Street and Canal

General Maintenance, tree, shrub and perennial

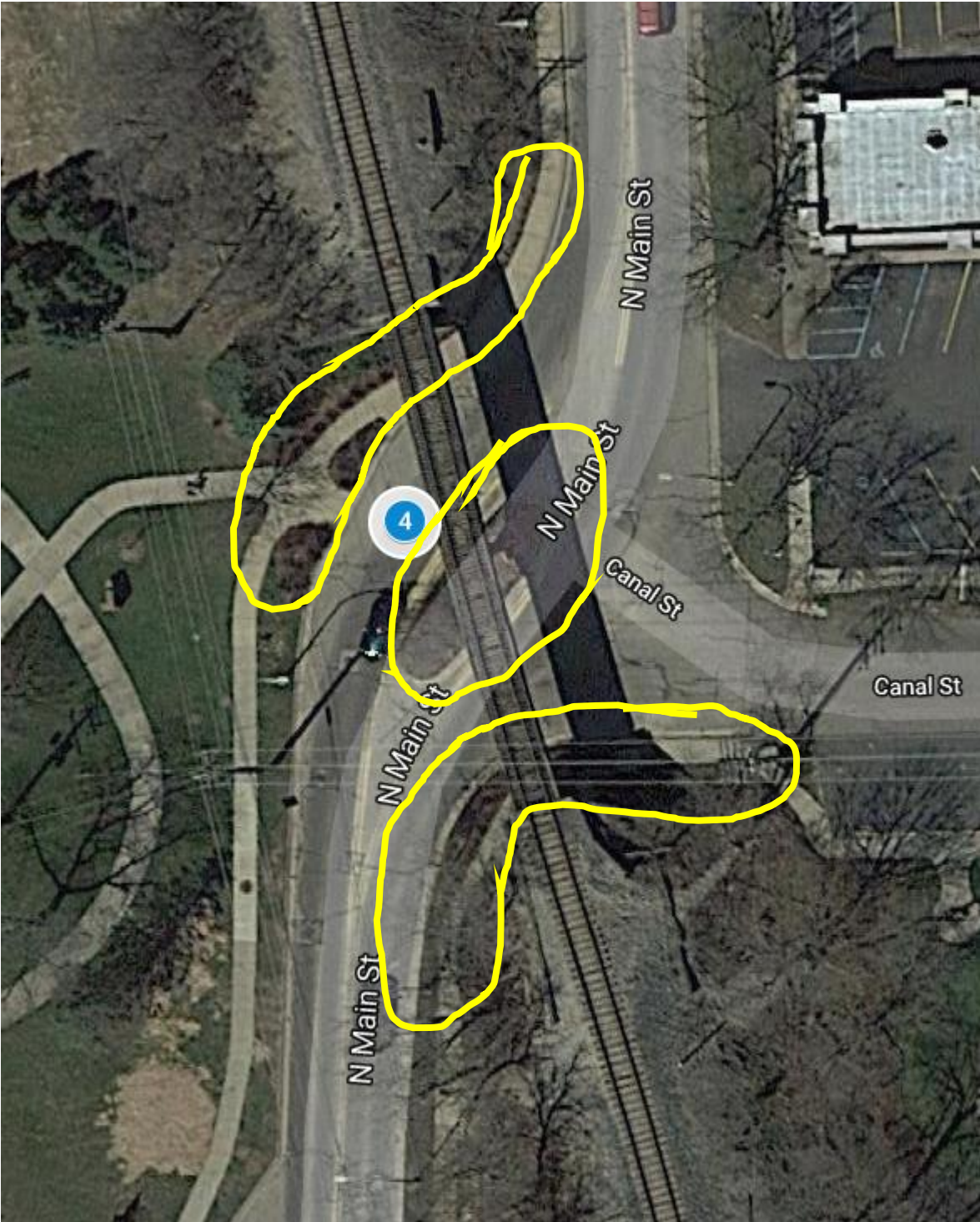
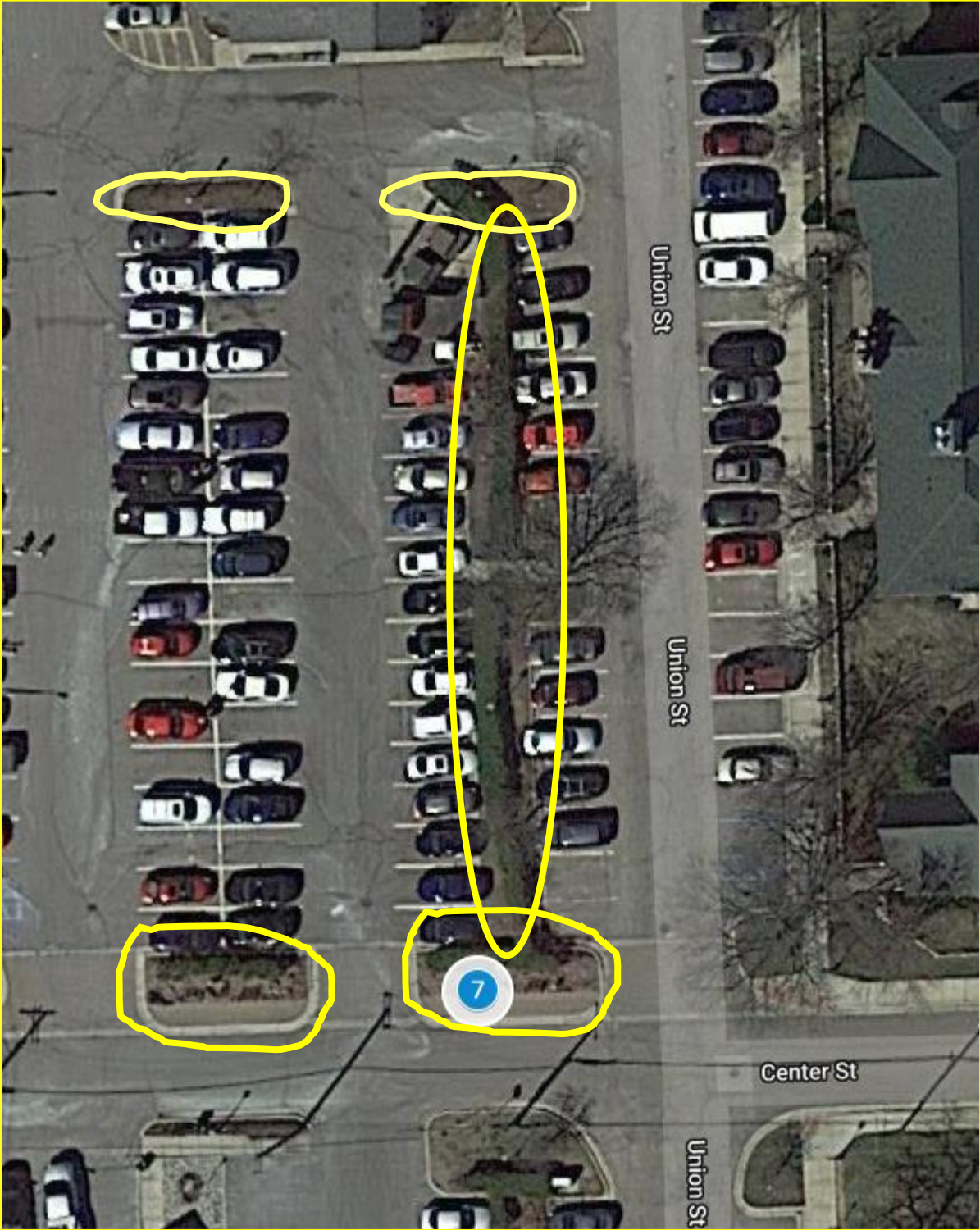


Exhibit D.5

Union Street/East Lot

Minor maintenance of evergreen hedge at Center Street and west of Union Street to keep tidy as hedge to be replaced in 2022. Weeding and mulching.



# Exhibit D.6

## Commerce Road

General shrub and perennial maintenance



## Exhibit D.7

### [Heritage Wheel Garden](#)

Grasses, perennial, and shrub maintenance. Also includes row of spirea due east of the site

