

**THE ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF DETROIT**  
JEFFERSON VILLAGE and LIGHT HOUSE DEPOT SUMMER LANDSCAPE SERVICES for 2024  
March 21, 2024

THE ECONOMIC DEVELOPMENT CORPORATION  
OF THE CITY OF DETROIT  
REQUEST FOR PROPOSAL

JEFFERSON VILLAGE and LIGHT HOUSE DEPOT SUMMER LANDSCAPE SERVICES

RFP PACKAGE EDC 3-21-2024

The Economic Development Corporation of The City of Detroit (the EDC) invites experienced and qualified Landscape Contractors, generally referred herein as Contractors, to submit competitive proposals to complete the Work described in this Request for Proposal (RFP).

The Work to be completed is described in the following sections that comprise, together with any addenda subsequently issued in accordance with this document, the entirety of this RFP.

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## SECTION I – INVITATION TO CONTRACTORS

### A. PURPOSE

The EDC is required to maintain landscape services at various locations within Jefferson Village and at the Light House Depot. The Site Areas are located on the east side of the City of Detroit. They are as follows:

- 1) Several lots, and vacant land in the **Jefferson Village Subdivision**, generally bounded by Marquette Drive on the west, St. Jean on the east, Freud on the south, East Jefferson on the north. Please note there are several lots included in this bid package for lots east of St. Jean.
- 2) **Light House Depot**, which is located on Mt. Elliott (south of Jefferson)

The purpose of this RFP is to solicit and secure competitive proposals, and to directly contract with the most responsive Contractor for this Work.

### B. ISSUING AGENCY

The issuing entity and owner shall be:

Economic Development Corporation of the City of Detroit (EDC)  
500 Griswold St., Suite 2200  
Detroit, MI 48226

The EDC will directly contract with the successful Contractor (“Contractor”) for their respective scopes, and the Contractor shall be given direction by the EDC to implement the scope of work, including all authorizations to proceed with all portions of the work.

### C. PRE-PROPOSAL

**There will be a Pre-Proposal Meeting planned for Tuesday, April 2 2024 at 11:00 AM at the corner of St. Clair Street and Edlie Street within the Jefferson Village Subdivision.** All Contractors are required and expected to visit and familiarize themselves with the work areas. Questions regarding the RFP and scope can be submitted by e-mail up to **4PM EST on Friday, April 12, 2024** prior to the submittal of the proposals to: [orobertson@degc.org](mailto:orobertson@degc.org) and [mcameron@degc.org](mailto:mcameron@degc.org).

### D. ISSUING OF PROPOSAL DOCUMENTS

The RFP documents will be issued by the EDC to Contractors who have demonstrated, to the satisfaction of the EDC, the capability and experience to expeditiously complete the Scope of Work. The Bid Package will be available online at [www.degc.org](http://www.degc.org), beginning **Thursday, March 21, 2024 at 3 PM.**

### E. DUE DATE AND TIME & DELIVERY OF PROPOSALS

Bids are to be prepared and submitted in accordance with the Section II - Instructions to Contractors of this Bid Package. EMAIL BID PROPOSAL TO [OROBERTSON@DEGC.ORG](mailto:OROBERTSON@DEGC.ORG) AND [MCAMERON@DEGC.ORG](mailto:MCAMERON@DEGC.ORG). Proposal will be accepted up to precisely 3PM Eastern Standard Time on April 16, 2024 after which time Bids shall no longer be accepted.

Each Bidder must demonstrate its ability to obtain a Tax Clearances from the City of Detroit, W-9 and a Certificate of Liability Insurance as a condition of award ability.

If additional information is needed regarding this Request for Proposal, please contact Maxwell Cameron, Project Coordinator, by telephone at (248) 227-7079 or email at [mcameron@degc.org](mailto:mcameron@degc.org) or Orza Robertson, Project Manager, by telephone at (313) 237-6098 or e-mail at [orobertson@degc.org](mailto:orobertson@degc.org).

**F. GENERAL PROJECT DESCRIPTION**

The Scope of Work pertaining to the Project Area Sites are further described in Section V – Scope of Work and General Requirements.

The Scope of Services for this Bid Package includes, but is not limited to, all necessary and incidental labor, equipment, tools, material, supplies, and supervision to properly perform and complete all work required for keeping the landscape features in a well-maintained and groomed condition.

**Contractor shall invoice for the work by each Project Site Area (Jefferson Village, Light House Depot) at rates consistent with the Contract Agreement.**

**G. SUBMITTAL PROCEDURES**

Proposals shall be submitted on the proposal form included in Section III.

The EDC may make the RFP Package available for public distribution. The EDC reserves the right, in the interest of maximizing fair competitive bidding, to directly contact and invite firms that have previously demonstrated the capacity and ability to perform the Work, and provide to them one copy of the RFP Package.

Proposals may not be withdrawn for a period of 90 days after the submission of the Proposal. The EDC reserves the right to waive any abnormalities in any Proposal, and to reject any or all Proposals in whole or in part whenever such waiver or rejection is in the best interest of the EDC.

**H. Bid Evaluation Process**

The EDC is committed to providing a fair selection process. All proposals received in accordance with the bid package will be evaluated based on the EDC’s procurement scoring guidelines. Prior to scoring all proposals, EDC staff will apply an equalization credit to the base bid price for all Detroit-headquartered and Detroit-based businesses in accordance with the following:

Contract Value	Credit Percentage and Cap for <b>Detroit-HQ Businesses</b>	Credit Percentage and Cap for <b>Detroit-Based Businesses</b>
Under \$1,000,000.00	6% credit	5% credit
\$1,000,000.00 and over	3% credit, capped at \$75,000	2% credit, capped at \$75,000

In the event that a project is funded in whole or in part by funds that prohibit the use of a geographic preference in scoring, the evaluation of each proposal will be solely based on the EDC’s scoring criteria without any application of an equalization credit.

Following the application of applicable equalization credit, EDC staff will score all proposals and assign a score to each bid package based on the following criteria and point allocation:

- i. Base bid price (as adjusted for equalization): 40% of the total score
- ii. Bidder’s previous performance: 25% of the total score
- iii. Bidder’s relevant experience: 25% of the total score
- iv. Bidder’s proposal and qualifications: 10% of the total score

EDC staff may also conduct mandatory post-solicitation interviews with the top respondents. The EDC reserves the right to reject any or all Proposals or to negotiate with any sources whatsoever.

## SECTION II – INSTRUCTIONS TO CONTRACTORS

### Part I – Project Parameters

Project Name:	JEFFERSON VILLAGE and LIGHT HOUSE DEPOT SUMMER LANDSCAPE SERVICES
Contracting Agency:	The Economic Development Corporation of the City of Detroit (“EDC”) 500 Griswold St., Suite 2200, Detroit, Michigan 48226
Project Area:	The Projects are located within the City of Detroit, County of Wayne, State of Michigan, and is depicted in <b>Exhibit A and Exhibit B - Project Areas</b>
RFP Package Title:	EDC 2024 – The Bid Package will be available online at <a href="http://www.degc.org">www.degc.org</a> , beginning March 21, 2024
Pre-Proposal Meeting:	A site visit is planned for April 2, 2024 at 11:00 AM (On Site Location – Corner of St. Clair Street and Edlie Street in the Jefferson Village Subdivision)
Proposal Due Date:	Tuesday, April 16, 2024 at 3:00 PM EST
Deliver Proposals To:	Via email to: <a href="mailto:robertson@degc.org">robertson@degc.org</a> and <a href="mailto:mcameron@degc.org">mcameron@degc.org</a>

### Part II – Basis of Proposal

It is the intent of this RFP Package to describe all terms and conditions under which the EDC and the Contractor shall enter into a Contract Agreement for the complete performance of the Work based on agreed Pay Item Prices and other Work. It is the intent of the Contract Agreement to provide for the completed Work, as specified, including any miscellaneous items reasonably necessary to this end, which shall be considered required for the Contract Agreement regardless of whether specifically stated in the Contract Agreement.

Proposals submitted in accordance with the requirements of this RFP will be evaluated by the EDC, which shall select, in its opinion, the Contractor that is most capable of performing and completing the Work in the required time and in the best interests of the EDC. Proposals will be the property of the EDC and will not be opened publicly. The EDC reserves the right to reject any or all Proposals.

Each Contractor shall include in its pricing structure all taxes involved in the complete performance of the Work and shall make prompt payment to the appropriate taxing entity for all taxes owed in connection with the Work including, but not limited to, Michigan State Sales Tax and Use Tax. There shall be no increases made to the contract value for changes in the tax rate during the term of this contract.

### Part III – Framework for Proposing

#### A. GENERAL

Only qualified Contractors are invited to review this RFP Package and to submit a Proposal using the Proposal Form provided in this RFP Package. A Qualified Contractor is an entity properly licensed and experienced in landscaping services.

**B. DELIVERY OF PROPOSALS**

Proposals shall be emailed to the EDC. Emails must contain the Project Name, the Contractor's name and address, and the RFP Package Title.

**C. DATE FOR RECEIVING PROPOSALS**

Proposals shall be delivered to the designated location on or before the proposal due date and time specified in Section I – Invitation to Contractors. Proposals transmitted via telephone or a written communication in any format other than the Proposal form provided in the RFP Package are invalid and will not receive consideration.

**D. CONTRACTORS' REPRESENTATION**

By submitting a Proposal, the Contractor represents and certifies to the EDC that, after thorough examination of the RFP Document:

- The Contractor has read and understands the RFP Documents and the Proposal is voluntarily submitted in accordance with the RFP Documents with the understanding that the EDC has no obligation to award a contract to the Contractor or compensate the Contractor in any way for the preparation and submission of a Proposal in response to this RFP Package.
- The Contractor has visited the Project Area and is familiar with the existing premises and all available information pertaining to the Project Area including the local labor conditions and City of Detroit prevailing wage ordinance.
- The Contractor has appropriate licenses and the expertise, capacity and experienced organization to perform and complete the Work in accordance with the RFP Documents.
- The Proposal is based upon the specified materials and equipment conforming to the industry and quality of workmanship standards customary to the Metropolitan Detroit area and in accordance with the requirements of the governing City Department.
- The Contractor agrees to expeditiously execute the Contract Agreement in substantially the form provided in the Section IV, which incorporates all elements of the RFP Documents.
- The Contractor agrees to proceed with the Work under the Notice to Proceed while the Contract Agreement is being prepared for execution.

**E. PREAWARD CONFERENCE**

Selected Contractors will be required to meet with the EDC to review their Proposal and the Scope of Work prior to Proposal award. This meeting is distinct from the pre-proposal meeting and will be arranged by the EDC.

**F. INTERPRETATION OR CORRECTION OF RFP DOCUMENTS**

It shall be the Contractor's responsibility to ensure that all documents identified in the RFP Package are received and that the Contractor's Proposal is based upon the complete RFP Package including all addenda that may be issued. Contractors shall promptly notify the EDC of any ambiguity, inconsistency or error they may discover upon examination of the RFP Documents, Project Area, or local conditions.

Questions regarding the RFP Documents must be submitted in writing by e-mail to:

The Economic Development Corporation of the City of Detroit  
500 Griswold St., Suite 2200, Detroit, MI 48226  
Attn: [orobertson@degc.org](mailto:orobertson@degc.org) or [mcameron@degc.org](mailto:mcameron@degc.org)

**G. SUBSTITUTIONS**

Proposal substitutions will be considered, but must be submitted as an alternate to the base Proposal. The burden of proof of the merit of the proposed substitution is upon the Contractor.

**H. ADDENDA**

Requirements contained in the RFP Documents shall apply to all Addenda, and the general character of the Work called for in the Addenda shall be the same as specified in the RFP Documents for similar Work. Incidental Work necessitated by Addenda shall be included in the Proposals, even though not specifically mentioned.

Addenda shall become a part of the RFP Documents, and shall be acknowledged in the Contractor's Proposal.

**I. FORM AND STYLE OF PROPOSALS**

Contractors shall submit one signed copies of the completed Proposal electronically. The Proposal shall include the legal name of Contractor and a statement that the Contractor is a sole proprietor, a partnership, a corporation, or any other legal entity.

All requested alternates and separate prices shall be included in the Proposal. If an alternate price does not involve a change in the base Proposal, enter "NO CHANGE". Contractor shall make no additional stipulations in the Proposal, nor qualify the Proposal in any other manner.

**J. MODIFICATION OR WITHDRAWAL OF PROPOSAL**

A Proposal may not be modified, withdrawn or canceled by the Contractor during the stipulated time period following the time and date designated for the receipt of Proposals.

**K. REJECTION OF PROPOSALS**

The EDC shall have the right to reject any or all Proposals.

**L. ACCEPTANCE OF PROPOSAL (AWARD)**

The EDC shall have the right to waive any informality, abnormality, or irregularity in any Proposal received; accept alternates and/or separate prices in any order or combination and determine the low Contractor on the basis of the sum of the base Proposal along with the alternates and/or separate prices deemed acceptable.

**M. TIME OF COMMENCING WORK AND COMPLETION OF WORK**

The Contractor, if awarded the contract, shall be required to start work immediately upon receipt of a Notice to Proceed from the EDC. The Contractor shall perform the Work in close coordination with the EDC.

**N. Intentionally Blank**

**O. SUBCONTRACTORS / SUPPLIERS**

The Contractor shall list in the Proposal all sub-Contractors or suppliers to be utilized in performance of the Work. In letting subcontracts, the Contractor shall incorporate into each subcontract the terms and conditions in strict compliance with the City of Detroit Executive Order No. 2003-4 and City of Detroit Executive Order No. 2007-1.

**P. BOND REQUIREMENTS**

No bonds are required.

SECTION III – PROPOSAL

PROJECT: JEFFERSON VILLAGE and LIGHT HOUSE DEPOT SUMMER LANDSCAPE SERVICES

Name of Contractor: \_\_\_\_\_

Contractor's Address: \_\_\_\_\_

City / State / Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Contractor's Telephone:( \_\_\_\_\_ ) \_\_\_\_\_

Submitted to:                   The Economic Development Corporation of the City of Detroit  
500 Griswold St, Suite 2200  
Detroit, MI 48226  
Attn: Mr. Orza Robertson and Mr. Maxwell Cameron

A. PROPOSAL

The undersigned, referred to as the Contractor, having examined the RFP Documents and the Project Areas, hereby proposes to furnish all necessary and incidental labor, materials, tools, equipment, all applicable taxes, insurance, and supervision required to complete the Work in strict conformance with the RFP Documents which constitute this RFP Package prepared by the EDC.

These stated amounts include the Base Proposal, all specified allowances and permits required by the RFP Documents and the complete performance of the Work.

B. STARTING AND COMPLETING WORK

The undersigned Contractor declares, promises, and certifies that if awarded the contract, Contractor is prepared to and will start the Work upon the receipt of a Notice to Proceed from the EDC and to secure the expedited delivery of all materials.

**THIS IS A ONE YEAR CONTRACT. THE SEASON IS FROM MAY 1, 2024 THROUGH NOVEMBER 30, 2024**

C. PERFORMANCE AND PAYMENT BONDS

None.

D. ADDENDA

The Contractor acknowledges receipt of the following Addenda, which specify revisions to the RFP Documents, and states that the costs, if any, of such revisions have been included in the Base Proposal and other prices quoted herein:

(1)    ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

(2)    ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_



**E. PRICE BREAKDOWN & UNIT PRICES**

The following breakdown of the Base Proposal Price for each Project Site Area is offered to clarify the basis and completeness of the Proposal (refer to Scope of Work Section V for descriptions):

**Jefferson Village Site Areas** (Exhibit A and C):

	<u>Per Occurrence Unit Price</u>	<u>Total Cost</u>
<u>Vacant Lots</u>		
Initial Cleanup	\$ _____	\$ _____
Mowing (up to 9 times)	\$ _____	\$ _____
<u>Additional Items</u>		
Tree pruning throughout subdivision (see Exhibit C) <i>Please provide a not to exceed amount</i>	\$ _____	\$ _____
Clean up and debris removal throughout the growing season <i>Please provide a not to exceed amount</i>	\$ _____	\$ _____
TOTAL LUMP SUM PRICE FOR: JEFFERSON VILLAGE SITES ONLY:		\$ _____

**Please provide invoices for the Jefferson Village Project to the Economic Development Corporation of the City of Detroit (“EDC”), Attention: Orza Robertson and Maxwell Cameron. Light House Depot will be invoiced separately.**

**Light House Depot Site** (Exhibit B):

	<u>Per Occurrence Unit Price</u>	<u>Total Cost</u>
Mowing (up to 9 times)	\$ _____	\$ _____
TOTAL PRICE FOR: LIGHT HOUSE DEPOT SITE ONLY:		\$ _____

**Please provide invoices for the Light House Depot Project to the Economic Development Corporation of the City of Detroit (“EDC”), Attention: Orza Robertson and Maxwell Cameron. Jefferson Village will be invoiced separately.**

1. The Contractor is responsible for contacting the Consumer Affairs, Business License Center (313) 224-3178 or (313) 224-0374 to determine what permits and licenses Contractor is expected to arrange and pay for the work required in the City sidewalks.
  - Contractor is responsible for ensuring that its workforce has been thoroughly trained in all aspects of all work as outlined in the Bid Package, including all equipment operation.
  - Contractor is required to provide a written response on its proposed methods and equipment to accomplish the Services.

**F. "AS NEEDED" WORK ITEMS**

Upon notification from the Contractor regarding any special repairs needed to maintain a neat and orderly appearance of the Project Sites, the EDC shall have the option to authorize written work orders for any "As Needed" work items. "As Needed" work items include but are not restricted to the following:

- Disease Control
- Removal of Dumped Trash or Debris from the Site Areas
- Water Trees
- Other Repairs

If the EDC requests price quotations for any "AS NEEDED" work items, the "AS NEEDED" item price information shall be submitted to the EDC by the Contractor and will be evaluated.

The Bidder shall include all overhead, profit and supervision into each item price as well as, materials, labor and equipment as may be required.

All work under this "AS NEEDED" WORK ITEMS, shall be done by a written work order issued by the EDC.

Maintenance Contractor shall be responsible to replace or repair any material failed as a result of maintenance Contractor's activities or neglect, shall be immediately replaced by maintenance Contractor.

**G. SUB-CONTRACTORS**

The Contractor shall identify all proposed Sub-Contractors to be utilized in completion of the Work, including type of work, subcontract value and business classification. The Contractor yields to the EDC the option to reject any or all Sub-Contractors for reasonable cause. Furthermore, the Contractor agrees to comply with all City of Detroit ordinances and regulations, including Executive Orders No. 2003-4 and City of Detroit Executive Order No. 2007-1 in the hiring of Sub-Contractor.

(1) Sub-Contractor Name: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Sub-contract Dollar Value: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Business Classification (Circle All That Apply) DBE, SBE

(2) Sub-Contractor Name: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Sub-contract Dollar Value: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Business Classification (Circle All That Apply) DBE, SBE

**H. JOINT VENTURE (For a Joint Venture Contractor Only)**

If a Joint Venture Contractor, the undersigned agrees to submit to the EDC, prior to the Proposal Award, a copy of the Joint Venture Agreement to be entered into by the Joint Venture Partners. The Contractor understands that the Joint Venture Agreement form and content is subject to the sole approval of the EDC.

**I. WITHDRAWAL OF BID**

The Contractor agrees that this Proposal will remain firm and will not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving Bids.

**J. START OF WORK**

The Contractor agrees to start Work immediately upon receipt of a Notice to Proceed from the EDC.

**K. REJECTION OF BIDS**

The Contractor understands that the EDC reserves the right to waive any informality, abnormality, or irregularity in the bidding process and to reject any or all Bids in whole or in part.

**L. EQUAL OPPORTUNITY REQUIREMENTS**

The Contractor acknowledges and confirms that Contractor will comply with all equal opportunity and labor requirements described in Section IV, H-6, Equal Opportunity & Anti-Discrimination Practices, which includes: Compliance with Fair Employment Laws (Detroit Fair Employment Practices Ordinance 303-H). The Contractor shall comply with the United States Constitution and all federal, state and local laws, rules and regulations governing fair employment practices and equal employment opportunity.

Ordinance No. 20-93. The Contractor agrees to comply in the performance of the Work, and shall require all Sub-Contractors hired to perform portions of the Work, to comply with City of Detroit Ordinance No. 20-93, codified as Detroit City Code 18-5-60 through 18-5-66, Prevailing Wage and Fringe Benefit Rates Required for City Projects, as amended.

The Contractor agrees to submit upon request by the EDC in a reasonable time the following information:

- A copy of the proposing entity's formally adopted equal employment opportunity policy indicating that the firm does not discriminate in its employment practices and takes affirmative action to recruit and hire minority persons as required by Section 2-7-3 of Ordinance 303-H.
- A statement on company letterhead that it will not start the Work on the Project until it has issued its affidavit of compliance to The City of Detroit Human Rights Department relative to Ordinance 303-H.
- A copy of the firm's Affirmative Action Plan.

**M. BID SECURITY**

The Contractor is not required to provide Bid or Performance Bonds. Performance and Payment bonds are required for contracts exceeding \$50,000.00.

**N. CONTRACTOR'S QUALIFICATIONS**

The Undersigned declares that Contractor has had prior experience in the type of Work required by the RFP Package and that Contractor has the necessary finances, personnel and working organization, and equipment available to execute the proposed Work in accordance with the timing and requirements of the Contract Documents.

**O. CONTRACTOR NOT IN ARREARS**

The Undersigned certifies that, as of the date of this Proposal, Contractor is not in arrears to the City of Detroit for any debts whatsoever (including but not limited to back taxes) as provided for in Sec. 21315, City Code (Ord No. 52H). The Undersigned certifies that the Proposing Entity is not in default with respect to any City or EDC contracts.

**P. WAIVER**

The Undersigned certifies the price proposal in this Proposal is correct and complete and stated as intended by the Undersigned for Work covered by this Proposal. The Undersigned further certifies that all information given in or furnished with this Proposal is correct, complete, and submitted as intended by the Undersigned, and the undersigned does hereby waive any right or claim Contractor may now have or which may hereafter accrue to the Contractor, by reason of errors, mistakes, or omissions made by the Undersigned in this Proposal, to refuse to execute the Contract Agreement if awarded to the Contractor, to demand the return of the Proposal Security, or to be relieved from any of the Contractor's obligations as set forth in said Proposal Security required with this Proposal.

**Q. SPECIAL FORMS**

Contractors will note that a copy of each of the following documents has been included in this Section:

- Proposal Signature Page
- Acknowledgments – Corporation, Partnership, Limited Liability Company and Joint Venture
- Resolution of Authority – Corporation, Partnership, Limited Liability Company and Joint Venture
- Affidavit of Non-Collusion and Non-Conflict of Interest
- Contractor's Insurance Certification
- Contractor's Most Recent Income Tax Clearance Form – (attach one copy)
- Contractor's Taxpayer Identification Number and Certification – W-9 (attach one copy)

Each set of the applicable documents is to be completed, signed, and returned with the Proposal. These documents will later be used in preparing the execution Contract Agreement for the accepted proposal.

**THE ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF DETROIT**  
JEFFERSON VILLAGE and LIGHT HOUSE DEPOT SUMMER LANDSCAPE SERVICES for 2024  
March 21, 2024

The Undersigned certifies and represents that he / she is authorized to execute, submit and bind this Proposal on behalf of the Contractor,

NAME OF CONTRACTOR: \_\_\_\_\_  
(Please Print Full Legal Name)

BUSINESS ADDRESS: \_\_\_\_\_  
(Number and Street)

\_\_\_\_\_  
(City) (State) (Zip Code)

FEDERAL TAX IDENTIFICATION NO.: \_\_\_\_\_

CHECK ONE:

CORPORATION, incorporated under the laws of the State of \_\_\_\_\_  
If not a Michigan Corporation, are you licensed to do business in the state of Michigan? YES  NO

PARTNERSHIP (Please List Partners)

JOINT VENTURE (Please List Partners)

LIMITED LIABILITY COMPANY (Please List Managing Members)

SIGNED and SUBMITTED on \_\_\_\_\_, 2024

BY \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

<u>CORPORATE ACKNOWLEDGEMENT</u>	
STATE OF MICHIGAN	)
	)SS.
COUNTY OF	)
The foregoing instrument was acknowledged before me on the _____ day of _____, 2024, by _____, the _____ of _____, a corporation of the State of _____.	
	_____ Signature
	_____ Notary Public, Wayne County, Michigan
	My commission expires: _____
<u>PARTNERSHIP ACKNOWLEDGEMENT</u>	
STATE OF MICHIGAN	)
	)SS.
COUNTY OF	)
The foregoing instrument was acknowledged before me on the _____ day of _____, 2024, by _____, General Partner, on behalf of _____, a Partnership.	
	_____ Signature
	_____ Notary Public, Wayne County, Michigan
	My commission expires: _____

<u>LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT</u>	
STATE OF MICHIGAN	)
	)SS.
COUNTY OF	)
The foregoing instrument was acknowledged before me on the _____ day of _____, 2024, by _____, Managing Member, on behalf of _____, a Limited Liability Company.	
	_____ Signature
	_____ Notary Public, Wayne County, Michigan
	My commission expires: _____

JOINT VENTURE ACKNOWLEDGEMENT

STATE OF MICHIGAN        )  
  )SS.  
COUNTY OF                 )

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, Authorized Agent, on behalf of \_\_\_\_\_, a Joint Venture.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public, Wayne County, Michigan

My commission expires: \_\_\_\_\_



RESOLUTION OF CORPORATE AUTHORITY

I, \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a Corporation of the State of \_\_\_\_\_ DO HEREBY CERTIFY that the following individuals are authorized agents of the Corporation:

Name:

Title:

\_\_\_\_\_  
\_\_\_\_\_

I FURTHER CERTIFY that any of the aforementioned officers of the Corporation are authorized to execute or guarantee and commit the Corporation to the terms, conditions, obligations, stipulations and undertakings contained in the RFP Package and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I affix my signature on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CORPORATE SEAL

(if applicable)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

RESOLUTION OF PARTNERSHIP AUTHORITY

I, \_\_\_\_\_, as General Partner in \_\_\_\_\_, a Partnership in the State of \_\_\_\_\_ DO HEREBY CERTIFY that the following are General Partners and are licensed to conduct in the State of Michigan and the City of Detroit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I FURTHER CERTIFY that any of the aforementioned General Partners of the Partnership are authorized to execute or guarantee and commit the Partnership to the terms, conditions, obligations, stipulations and undertakings contained in the RFP Package and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I affix my signature on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(General Partner)

RESOLUTION OF LIMITED LIABILITY COMPANY AUTHORITY

I, \_\_\_\_\_, as Managing Member in \_\_\_\_\_, a Limited Liability Company organized in the State of \_\_\_\_\_ DO HEREBY CERTIFY that the following are Managing Members and they and the company are licensed to conduct business in the State of Michigan and the City of Detroit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I FURTHER CERTIFY that any of the aforementioned Managing Members are authorized to execute or guarantee and commit the Company to the terms, conditions, obligations, stipulations and undertakings contained in the RFP and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I affix my signature on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Managing Member)

RESOLUTION OF JOINT VENTURE AUTHORITY

I, \_\_\_\_\_, as Authorized Agent of \_\_\_\_\_, a Joint Venture organized under the laws of the State of \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_ DO HEREBY CERTIFY that the following individuals are Authorized Agents of the Joint Venture and they and/or the Joint Venture members are licensed demolition Contractors in the State of Michigan and the City of Detroit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THE ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF DETROIT**

JEFFERSON VILLAGE and LIGHT HOUSE DEPOT SUMMER LANDSCAPE SERVICES for 2024

March 21, 2024

I FURTHER CERTIFY that any of the aforementioned Authorized Agents of the Joint Venture are authorized to execute or guarantee and commit the Joint Venture to the terms, conditions, obligations, stipulations and undertakings contained in the RFP Package and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I affix my signature on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Authorized Agent)

AFFIDAVIT OF NONCOLLUSION AND NONCONFLICT OF INTEREST

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF                            )

\_\_\_\_\_ being first duly sworn deposes  
and says that:

(1) He / She is \_\_\_\_\_, of  
\_\_\_\_\_.  
(EDC, Partner, Officer, Agent, Member)      (Contractor)

- (2) Contractor is fully informed with respect to the preparation and contents of the Proposal as well as all circumstances in connection with the same;
- (3) Neither the said Contractor nor any of its officers, partners, owners, agents, members, representatives, employees or parties in interest, including this affiant, has any way colluded, conspired, connived or agreed directly or indirectly with any other Contractor, Firm or person to submit a collusive or sham Proposal in connection with the Contract Agreement for which the Proposal has been submitted or to refrain from bidding in connection with such Contract Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any other Contractor, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Contractor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the EDC or any person interested in the proposed Contractor;
- (4) The price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, partners, employees, or parties in interest, including this affiant;
- (5) The Contractor has no conflict of interest with any federal, state, or local governmental agencies or any persons in connection with the Work specified in this RFP.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, Wayne County, Michigan

My Commission Expires: \_\_\_\_\_

**INSURANCE CERTIFICATION**

The Contractor hereby certify that we will furnish the required insurance coverage, as described in the Contract Agreement, Section IV, Subsection H-10.

INSURANCE CARRIER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

**CITY OF DETROIT TAXPAYER CLEARANCE**

Attach Copy

**TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION – W-9 FORM**

Attach Copy

SECTION IV – CONTRACT AGREEMENT  
(on following pages)

**CONTRACT**

**BETWEEN**

**THE ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF  
DETROIT**

AND

- 
- A. PARTIES OF THIS CONTRACT
  - B. THE WORK
  - C. CONTRACT TIME, STARTING AND COMPLETING
  - D. SUBSTANTIAL COMPLETION
  - E. FINAL COMPLETION/FINAL CLEANING
  - F. PAYMENT
  - G. SPECIAL REQUIREMENTS
    - 1. Schedule
    - 2. Submittals
    - 3. Changes in the Work
    - 4. Clean up
    - 5. Safety
    - 6. Equal Employment Opportunity & Anti-Discrimination Practices
    - 7. Indemnity and Hold Harmless
    - 8. Recourse by the EDC
    - 9. Termination for Convenience
    - 10. Insurance
    - 11. Integration and Amendment
    - 12. General
    - 13. Order of Precedence

14. City Council Audit
15. Extent of Agreement
16. Government Regulations
17. Contractor Warranties
18. Subcontracts
19. Other Contracts
20. Permits and Notifications
21. Subsurface Conditions
22. Notices

SIGNATURE PAGE

ATTACHMENT A – PAYMENT PROCEDURES

ATTACHMENT B – PROJECT SITE

ATTACHMENT C – SCOPE OF SERVICES

ATTACHMENT D – GENERAL REQUIREMENTS

ATTACHMENT E – FIXED FEE SCHEDULE

ATTACHMENT F – CONTRACTOR'S PROPOSAL DATED \_\_\_\_\_, 2024

#### A. PARTIES TO THIS CONTRACT

This "Contract" is effective and is in full force as of the \_\_\_\_ day of May in the year 2024 (the "Effective Date"), between **The Economic Development Corporation of the City of Detroit**, hereinafter referred to as the "EDC", with its principal offices at 500 Griswold Street, Suite 2200, Detroit, Michigan 48226, and **CONTRACTOR**, a Michigan corporation, hereinafter referred to as the "Contractor", with its principal offices located at \_\_\_\_\_, for the Contractor's performance of the "Work" specified herein and payment of the Contract Value indicated in Subsection F below for the Work properly executed and completed in accordance with this Contract.

#### B. THE WORK

The Contractor, having submitted a Bid in response to and in accordance with the EDC's solicitation dated March 21, 2024 and identified as "ORMC032124- Jefferson Village and Light House Depot Summer Landscape Services", the Contractor agrees to furnish to the EDC all labor, materials, tools, equipment and supervision necessary for and incidental to the proper execution and full completion of the Work set forth in Exhibit C attached hereto, "Scope of Services".

The term "Work" as used herein means the provision by the Contractor of all labor, materials, tools, equipment, permits, fees, inspections, notifications, services, and coordination necessary to complete the Scope of Services of this Contract and the Contract Documents enumerated below, which constitute the entire basis of this Contract between the EDC and the Contractor. The following documents are hereinafter referred to collectively as the "Contract Documents" and are incorporated by reference into this Contract:

- a) This Contract and any amendments to this Contract;
- b) Addenda as indicated in the Bid Proposal, if issued;
- c) Bulletins and Change Orders, if issued;
- d) The Contractor's Bid dated \_\_\_\_\_, 2024 (the "Bid"), attached hereto as Attachment "F"; provided, however, that only those portions of the Bid authorized by EDC Delegation of Authority, and the other Contract Documents shall be deemed part of the Contract Documents;
- e) Those documents listed in Subsection G below not otherwise listed in this section.
- f) The map of the Project Site (as defined below), as included in Attachment B.

#### C. CONTRACT TIME, STARTING AND COMPLETING

This Contract shall be in effect from the Effective Date until November 30, 2024, unless terminated earlier by the EDC. The Contractor agrees to start immediately, upon written notice by the EDC, the performance of the Work and diligently pursue the completion of the Work in accordance with a Project Schedule acceptable to and approved by the EDC.



The Contractor shall carry out the Work, in accordance with the Project Schedule, including any phasing of operations, continuously without unscheduled stoppage so that all items of the Work are totally complete, including punch list work, in accordance with the agreed Scope of Services. The Contractor's responsibility to complete the Work in accordance with the Project Schedule shall not relieve the Contractor from the responsibility to coordinate the Work with the EDC or City Departments, as necessary, to sequence the Work, including interrupting the Work as required by the EDC. All Work shall be conducted at Jefferson Village Subdivision which is generally bounded by Marquette Drive on the west, St. Jean Street on the east, Freud Street on the south, East Jefferson Avenue on the north and the Light House Depot located on Mt. Elliott Street, south of East Jefferson Avenue (the "Project Site"), which Project Site is more particularly described in Attachment "B" attached hereto.

#### D. SUBSTANTIAL COMPLETION

Substantial Completion of the Work shall apply to any "As Needed" work, as that term is defined in the Scope of Services, only that Owner authorizes in writing, and means the point at which all the as needed work is complete to allow the EDC to use the Work for the purposes for which it is intended. As this Contract is for Maintenance Services, all Work under the Scope of Services, Section III, will be inspected and accepted on an ongoing basis by the EDC and Contractor.

When the Contractor considers that the "As Needed" work, or a designated portion thereof which is acceptable to the EDC is substantially complete, as defined above, the Contractor shall prepare for submission to the EDC a list of items to be completed or corrected. The EDC shall review the Contractor's list of outstanding Work, inspect the Work to establish the list's completeness, and shall add any outstanding Work to the list, as the EDC deems appropriate. The failure to include any item on such list does not alter the responsibility of the Contractor to complete all of the Work. When the EDC, on the basis of an inspection, determines that the Work or designated portion thereof is substantially complete, the Contractor will then prepare a Letter of Substantial Completion establishing the date of Substantial Completion, subject to the acceptance of the EDC. Each Letter of Substantial Completion shall detail the responsibilities of the EDC and the Contractor for security, maintenance, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Work shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Letter of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the EDC and the Contractor for their written acceptance of the responsibilities assigned to them in such letter.

#### E. FINAL COMPLETION/FINAL MAINTENANCE

The Contractor shall notify the EDC in writing when the "As Needed" work, including all punch list items, is totally complete and ready for final inspection. After satisfactory final inspection of the Work, final payment will be made in accordance with this Contract. The Contractor shall achieve final completion no later than five (5) calendar days beyond the date of Substantial Completion. The Contractor shall remove all equipment, tools and excess materials

and arrange and schedule the final cleaning of the Work with the EDC after the completion of the Work.

#### F. PAYMENT

In consideration of the Contractor's full and complete performance of the Work called for in this Contract, the Contractor shall be paid a total amount not to exceed the sum of \_\_\_\_\_ **dollars (\$\_\_\_\_\_)** ("Contract Value") for the 2024 season. The Contract Value is based on the unit prices set forth in Attachment F, and shall be distributed to the Contractor by the EDC in accordance with the terms and conditions set forth in Attachment A "Payment Procedures". The amount of the Contract Value may only be modified in writing by the EDC.

#### G. SPECIAL REQUIREMENTS

##### 1. SCHEDULE

Time is of the essence for completion of this Contract. Upon written notice to proceed, the Contractor agrees to be immediately prepared to commence the Work, and to perform, in a punctual and diligent manner, all parts of the Work. The Contractor shall not commence the performance of the Work until given authorization by the EDC.

The Contractor shall coordinate all the Work to the Project Response Requirement, as follows: The Contractor is required to respond with all the personnel and equipment required to accomplish the Work, to be essentially complete before 6:00 p.m., Monday through Sunday. The Project Response Requirement may be changed by the EDC as deemed necessary or convenient to the benefit of the completion of the Project. The Contractor agrees to, as a material obligation of this Contract, attend meetings and make sufficient inspections of the progress of the Project; to coordinate the Contractor's Work at all times with the progress of the Project and will, upon the Contractor's initiative, confer with the EDC so as to plan the Work in coordinated sequence with the work of the EDC and others, and be prepared to perform expeditiously the Work at the time most beneficial to the completion of the Project. Nothing contained in this section shall be construed to obligate the EDC to direct or coordinate the Contractor's Work.

If the Contractor is not in default in any of the provisions herein, the EDC may, at its reasonable discretion, expedite the completion of the Work or portions thereof. Contractor agrees that no overtime charges will be applied to this Contract, and all invoicing will reflect the hourly and unit rates indicated in its proposal.

The Contractor agrees to man the Project with sufficient crews and equipment necessary to complete the Work as required and will not delay the progress of the Project by limiting the number of crews or equipment working at the site. If additional labor or equipment is required in order not to delay the progress of the Work, the Contractor, at its own expense, agrees to work its forces overtime and/or additional shifts (including weekends and holidays) to remove impacts to the progress of the Project caused by the Contractor's delays. If the Contractor falls behind in

or impedes the progress of the Project for any reason and, after forty-eight (48) hours written notice, fails or refuses to supply sufficient workmen, to deliver materials, or secure equipment to eliminate the delay in the progress of the Project, then the EDC shall have the right, without obligation or the concurrence of the Contractor, to supplement the Contractor's work forces with other workers and equipment and deduct the costs incurred by the EDC from the Contract Value.

## 2. SUBMITTALS

The Contractor shall prepare timely submittals and obtain approvals, as required in the Contract Documents, and agrees to, on Contractor's own initiative, expedite approvals to assure the timely progression of the Work without interruption. In the event the Contractor fails to make the submittals in a timely manner, the EDC may assign a coordinator to expedite the submittal process on behalf of the Contractor and shall deduct the cost from the Contract Value without the concurrence of the Contractor.

Approval of submittals by the EDC, and/or the City shall not relieve the Contractor of its obligation to perform the Work in strict accordance with the required specifications nor does it relieve the Contractor of its responsibility for the Work. All submittals shall be transmitted via the most rapid method (i.e., overnight mail, e-mail, or hand delivery) to the responsible reviewers as designated by:

The Economic Development Corporation of the City of Detroit 500 Griswold Street, Suite 2200  
Detroit, Michigan 48226 Attn: Maxwell Cameron  
**[mcameron@degc.org](mailto:mcameron@degc.org)**

## 3. CHANGES IN THE WORK

The Contractor agrees, without nullifying any portions of this Contract, to incorporate revisions or changes to the scope of the Work made by written work orders from the EDC. The Contractor agrees to provide, as a part of this Contract, price quotations for changes in the Work, proposed or directed by the EDC. The Contractor agrees to provide such quotations within five (5) days or less, as required by the nature of the change. The Contractor agrees to provide a detailed breakdown showing differences in quantity, and value of labor, equipment, and material involved. Whenever possible, the cost submitted shall be based on the item prices provided in the Bid Proposal. The Contractor will be required to furnish one (1) original and three (3) copies of each quotation for changes in the Work, whether in the form of a Bulletin, Clarification, or Field Order, which must be itemized in detail as to quantity and pricing to permit checking.

Should the EDC, because of the nature of the change, direct changes in the Work to be performed on a time and material basis in lieu of item prices, or for a negotiated lump sum, and so notifies the Contractor in writing, the Contractor shall perform the changes in the Work at actual net cost plus overhead and profit with or without a maximum guarantee total cost agreed to, at the EDC's option. Overhead and profit shall be charged at the same rate as applied to the rest of the Work under this Contract. Charges for time and material must be supported by records, including certified payrolls, checked and approved daily by the EDC's authorized representative or designee. The Contractor and its subcontractors will permit the EDC and the

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City of Detroit to audit its books, records, estimates, orders and files, as necessary to check the actual cost of the changed Work involved with time and material charges.

The Contractor shall strictly adhere to the Contract Documents, unless a change in the Work is authorized in writing by the EDC. In such case, the terms of the change shall be understood and agreed upon in writing by the EDC and the Contractor before the commencement of the revisions in the Work. The Contractor agrees to proceed promptly with any disputed Work upon the written direction of the EDC, and to submit a claim within five (5) days outlining the reasons the Contractor believes that the claimed Work is not a part of this Contract and stating the amount of claimed additional compensation being sought.

**4. CLEAN UP**

If Contractor brings in materials to accomplish the Work, Contractor shall clean up and legally remove the Contractor's debris from the Project sites and adjacent public streets accessing the Project on a daily basis, including the removal of any and all debris or accumulated mud tracked onto adjacent streets and roads by the Contractor's vehicles, due to the Contractor's Work and/or having been created by the Contractor's work force. Should the Contractor fail to do the required cleanup work within twenty-four (24) hours of written request, the Contractor agrees that the EDC may supplement the Contractor's cleanup effort and deduct the cost from the Contract Value without the concurrence of the Contractor.

**5. SAFETY**

The Contractor shall, at its own cost and expense, protect its own employees, the employees/consultants/agents of the EDC, and all other persons from risk of death, injury, or bodily harm arising out of or in any way connected with the Work performed under this Contract. The Contractor shall strictly comply with all safety orders, rules, regulations, or requirements of all federal, state, and local government agencies exercising safety jurisdiction over the work, including, but not limited to, the federal and state OSHA regulations.

The Contractor shall indemnify and save harmless the EDC, its agents, and the City of Detroit from and against any liability, loss, cost, damage, or expense, including attorneys' fees, suffered or incurred as a result of any cause of action, proceeding, citation, or Work stoppage arising out of, or in any way connected with, the alleged violation by the Contractor's work force of any such safety order, rule, regulation, or requirement, whether such violation is ultimately proved or not.

In the event the EDC finds the Contractor's work force in violation of any safety laws or regulations, notice will be given to the Contractor for immediate correction. If the Contractor does not immediately commence to cure the violation and continue to cure the violation without any delay whatsoever, the EDC may invoke the provisions of Subsection G-8, except that the forty-eight (48) hours written notice requirement will not be required.

**6. EQUAL EMPLOYMENT OPPORTUNITY & ANTI-DISCRIMINATION PRACTICES**

a. Compliance with Fair Employment Laws. The Contractor agrees that, in connection with the Project, it shall comply with the United States Constitution and all federal, state, and local laws, rules, and regulations governing fair employment practices and equal employment opportunity. The Contractor shall promptly furnish any information requested by the City or its Human Rights Department with respect to this Subsection 6-a.

b. Human Rights. The Contractor shall comply with the rules and procedures applicable to the Contractor adopted by the Human Rights Department of the City of Detroit pursuant to the 1997 City of Detroit Charter and the Detroit City Code.

c. Targeted Business Participation (Executive Order No. 2003-4). The Contractor agrees that it shall comply in the performance of the Work, and shall require any and all subcontractors hired to perform portions of the Work to comply with City of Detroit Executive Order No. 2003-4.

d. Executive Order No. 2016-1. The Contractor agrees that it shall comply in the performance of the Work, and shall require any and all subcontractors hired to perform portions of the Work to comply with City of Detroit Executive Order No. 2016-1.

e. Reporting. Upon commencement of the Work, the Contractor shall thereafter submit to the City of Detroit Human Rights Department monthly written reports evidencing its compliance with City of Detroit Executive Order No. 2016-1 and from and after the commencement of the Work quarterly written reports evidencing its compliance with Subsection 6-d above, in each case as provided in this Subsection G-6.

f. Notice to Subcontractors. The Contractor shall notify any subcontractor of its obligations under this Subsection G-6 when soliciting subcontractors and shall include all applicable provisions of this Subsection G-6 in any subcontract related to the Work. The Contractor shall take such action with respect to any subcontract as the City of Detroit may reasonably direct as a means of enforcing such provisions, including sanctions for non-compliance, but shall not otherwise be liable for non-compliance by a contracting party.

A breach of the terms and conditions of this Subsection G-6 may be regarded as a material breach of this Contract.

## 7. INDEMNITY AND HOLD HARMLESS

### a. Indemnity Agreement.

To the fullest extent permitted by law, Contractor shall save, defend, indemnify, and hold harmless the EDC, the City of Detroit, their consultants, and their agents, employees, invitees, and guests, from and against any claim, damage, loss, suit, action, administrative proceeding, demand, judgment, royalty, interest, lien, cost, expense, or any liability (including actual attorneys' fees) of whatsoever kind or nature, whether arising before, during, or after completion

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of the Contractor's Work, directly or indirectly caused by, arising out of, resulting from, or occurring in connection with this Contract or the Work of the Contractor, or its agents, employees, or anyone for whose acts they may be liable (including, but not limited to, any environmental release, threatened release, exacerbation, damage or contamination).

In the case of any claims against any person or entity indemnified hereunder by any employee of the Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, the indemnification obligation set forth above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor, or any person or entity, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

In the event any claim is made against any person or entity for which Contractor has an indemnity obligation, the EDC may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract an amount sufficient in the EDC's judgment to protect and indemnify it from any such claim.

The Contractor agrees within ten (10) days after written demand from the EDC to cause the effect of any suit or lien to be removed from the premises, and in the event the Contractor shall fail to do so, the EDC is authorized to use whatsoever means it may deem appropriate to cause such lien or suit to be removed or dismissed and the cost thereof, together with actual attorneys' fees shall be immediately due and payable to the EDC by the Contractor.

b. Hold Harmless Contract

The Contractor shall assume liability and indemnify the EDC, and the City of Detroit and their consultants from and against any liability and all loss, costs, damages, expenses, including actual attorneys' fees, on account of claims for personal injury, including death, sustained by any person or persons whomsoever, including employees of the Contractor, and for injury to, or destruction of property of a person or organization including all equipment or materials brought onto the Project site by the Contractor, its agents, employees or invitees, including loss of use thereof, arising out of the performance of the Work under this Contract, excepting only a loss caused solely and exclusively by the fault or negligence of the EDC.

The Contractor shall secure and maintain all equipment and materials brought onto the Project sites by the Contractor its agents, employees or invitees and shall hold the EDC, and the City harmless against any and all liability, damage, actions, claims, demands or costs of any kind related in whole or in part to maintenance, security or existence of said equipment or materials.

The Contractor hereby accepts and assumes exclusive liability for, and shall indemnify, protect and save harmless the EDC and the City of Detroit from and against the payment of:

- (i) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any state, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding laws, or any other law, measured

upon the payroll of or required to be withheld from employees, by whomsoever employed, engaged in the Work to be performed and furnished under this Contract.

- (ii) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of performance of the Work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services, or other items for or in connection with the Work.
- (iii) All pension, welfare, vacation, annuity and other union benefit contributions payable under or in connection with respect to all persons; by whomsoever employed, engaged in the Work to be performed, and furnished under this Contract.

#### 8. RECOURSE BY THE EDC

If the Contractor defaults or at any time fails in any respect to properly and diligently prosecute the Work covered by this Contract, or is unable to supply a sufficient number of properly skilled trades or materials of proper quality to maintain the sequential progress of the Work, or is adjudged as bankrupt, or files an arrangement proceeding, or commits any act of insolvency, or makes an assignment for benefit of creditors without the EDC's consent, or fails to make prompt payment to material men and laborers, or otherwise fails to perform fully any and all of the covenants herein contained, the EDC may, after giving twenty-four (24) hours written notice to the Contractor, secure and provide from any reasonable source supplemental labor, supervision, equipment, and materials, or make payments as may be deemed necessary by the EDC, in its sole and absolute discretion, to complete the Work. Any such supplemental provisions undertaken by the EDC in an attempt to remove delays in the progress of the Project caused in whole or in part by the Contractor's delinquent prosecution of the Work, shall not relieve the Contractor from its responsibility to complete any and all portions of the Work in accordance with this Contract.

The cost, including the EDC's overhead, incurred by the EDC in its attempt to correct the Contractor's delinquent prosecution of the Work, shall be deducted first from any money due or thereafter to become due to the Contractor under this Contract; or the EDC may, at its option, terminate the Contractor's right to proceed with the Work and take possession of the site and all materials, equipment, tools, and construction equipment thereon owned by the Contractor and complete the Work by whatever method the EDC deems expedient. In the event the EDC takes such action as a result of the Contractor's failure or neglect to carry out the Work, the Contractor shall take no action to cancel existing orders for materials necessary to complete the Work.

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In case the EDC discontinues the Contractor's right to proceed with the Work, the Contractor shall not be entitled to receive any further payment under this Contract until the cost of the supplemental Work undertaken by the EDC is fully reimbursed by the Contractor. If the unpaid balance of the amount to be paid under this Contract exceeds the expenses incurred by the EDC in finishing the Work, such excess shall be paid by the EDC to the Contractor, but, if such expense shall exceed such unpaid balance, then the Contractor shall pay to the EDC the amount by which such expense exceeds such unpaid balance within the ten (10) days of demand by the EDC.

The expense incurred by the EDC as herein provided either for furnishing materials or for furnishing work, and any damages incurred by the EDC by reason of the Contractor's default, shall be chargeable to, and paid by the Contractor; and the EDC shall have a lien upon all materials, tools, and appliances taken possession of, as aforesaid, to secure the payment thereof. The expense to complete the Work of the Contractor shall be the sum of all costs to complete the Work, plus ten (10%) percent thereof and shall include, but not be limited to, the costs of materials, wages, salaries, subsistence, travels, transportation, equipment rentals, equipment maintenance, tools, supplies, freight charges, services, utilities, taxes, insurance, pensions, fringe benefits, office expenses, license fees, legal fees, accounting costs, engineering costs, bonds, penalties, litigation, financing, interest, and all other costs incurred by the EDC in completing the Work. If the EDC elects not to terminate the Contractor's right to proceed, the Contractor agrees to reimburse the EDC, for losses or damages resulting from the delay in timely progress of the Work, as well as all costs incurred by the EDC as defined above.

Should the Contractor default in the proper and/or timely performance of the Work, thereby causing delay to work by others, the Contractor shall be liable for all loss and damages, including liquidated and consequential damages (if any), sustained by the EDC or by others. The Contractor shall be liable, even though such default is caused by strikes, lockouts, Acts of God, or other reasons beyond the control of Contractor, unless the Contractor gives written notice of the delay to the EDC within four (4) days following the start of the alleged occurrence.

The EDC reserves the right to terminate this Contract in the event that any funding agency, including the City of Detroit, terminates the Project, or fire or other catastrophe destroys the Project. In the event of such termination, the Contractor shall be entitled only to payment in the lesser amount of either:

- a. Cost of the Work actually completed, plus a reasonable percentage of the cost of the Work actually completed for field supervision, overhead and profit.
- b. A percentage of the Contract Value that reflects the value of Work actually completed in proportion to the Contract Value.

There shall be deducted from any entitled amounts to be paid as provided, the amount of any payments made to the Contractor prior to the date of termination of this Contract. The Contractor shall not be entitled to any claim, or claim of lien against the EDC or against the City



of Detroit for any additional compensation, anticipated profits, anticipated revenues, profits from declined projects or consequential damages in the event of such termination.

#### 9. TERMINATION FOR CONVENIENCE

The EDC reserves the right to terminate this Contract without cause at any time, without incurring any further liability whatsoever, other than as stated in this provision, by giving written notice to the Contractor of such termination specifying the effective date thereof, at least fifteen (15) days prior to the effective date of such termination. If this Contract is terminated, the EDC will pay the Contractor only for the Work completed and stored on site prior to termination, including any retained amounts. The amount of the payment shall be computed by the EDC on the basis of the properly installed or completed Work, and such other means which, in the judgment of the EDC, represents fair value of the Services provided, less the amount of any previous payments made, which final payment the Contractor agrees shall constitute full and complete payment and satisfaction under this Contract.

The EDC or the EDC's designee may, at the EDC's option, undertake any part of the Work that is to be performed by the Contractor. In such an event, the Contractor shall not be entitled to any fees on the value of the Work not performed by the Contractor.

#### 10. INSURANCE

The Contractor shall purchase and maintain in force the following insurances for the duration of the Contract and any additional periods of coverage specified below.

Contractor and all subcontractors of the Contractor shall be responsible for insuring their own transit coverage to the job site. If off-site storage is required, the Contractor shall provide separate proof of insurance for the entire value of the stored items and provide a safe storage area acceptable to the EDC. Deductibles resulting from transit and off-site storage shall be borne by the Contractor.

The Contractor and the Contractor's subcontractors performing Work of any type at the Project sites shall maintain and pay for following insurance coverage with the minimum limits:

- 1) Workers' Compensation insurance which meets Michigan statutory requirements and Employers' Liability insurance, with minimum limits of \$500,000 for each accident, \$500,000 each disease, and \$500,000 each disease per employee. The Contractor agrees that it will obtain a similar covenant with respect to Workers' Compensation and Employers' Liability insurance from any consultant or subcontractor retained by it to render any of the Services. The Contractor shall keep this insurance in force and effect until the receipt of final payment.
- 2) Comprehensive General Liability insurance which conforms to the following requirements: the minimum policy limits shall be \$1,000,000

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each occurrence for bodily injury and for property damage, \$2,000,000 aggregate, with a \$1,000,000 excess. This insurance shall be kept in force and effect for the entire term of this Contract.

- 3) Automobile Liability insurance covering all owned, non-owned, or hired automobiles with minimum limits for bodily injury and property damage of \$1,000,000 combined single limit. Such insurance shall comply with the provisions of the Michigan No Fault Insurance Law. The Contractor shall keep this insurance in force and effect until receipt of final payment.

If during the term of this Contract, changed conditions or other pertinent factors should, in the reasonable judgment of the EDC, render inadequate the foregoing insurance limits, the Contractor shall furnish on demand by the EDC such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected under valid and enforceable policies, issued by insurers registered to do business in the State of Michigan, of recognized responsibility, which are well rated by national rating organizations and are acceptable to the EDC.

The Contractor shall be responsible for payments of all deductibles contained in any insurance required hereunder. The provisions requiring the Contractor to carry the insurance described herein shall not be construed in any matter as waiving or restricting the indemnification, obligation, or any other liability of the Contractor under this Contract.

Except for Workers' Compensation insurance, all policies of insurance required hereunder shall name "The Economic Development Corporation of the City of Detroit" and the "City of Detroit" as additional insured parties. These policies shall provide that insurance provided to the additional insured parties shall be primary and non-contributory with respect to the additional insured parties.

The Contractor agrees that it will require each subcontractor or consultant utilized by the Contractor in connection with this Contract and Project to maintain adequate insurance for its respective job, naming "The Economic Development Corporation of the City of Detroit" and the "City of Detroit" as additional insured parties. These policies shall provide that the insurance provided to the additional insureds shall be primary and non-contributory with respect to the additional insureds.

Endorsements naming The Economic Development Corporation of the City of Detroit and the City of Detroit as additional insured parties shall be provided to the EDC prior to any subcontractor or consultant beginning work on the Project.

Before the Contractor does any Work at, or delivers material to the site, the Contractor and all of the Contractor's subcontractors, at any tier, shall provide Certificates of Insurance evidencing coverage in amounts not less than required above. Each of these required Certificates shall provide that the coverage therein afforded shall not be canceled or reduced except by written notice to The Economic Development Corporation of the City of Detroit and the City of Detroit,

given at least thirty (30) days prior to the effective date of such cancellation or reduction. In the event the coverage evidenced by any such Certificate is canceled or reduced, Contractor shall procure and furnish to the EDC new Certificates conforming to the above requirements before the effective date of such cancellation.

#### 11. INTEGRATION AND AMENDMENT

All the terms and provisions of this Contract of the parties pertaining to the subject matter hereof are fully set forth herein and no prior understanding or obligation not expressly set forth shall be binding on the parties. If any provision, in whole or in part, of this Contract should be found legally invalid, void, or unenforceable, the remaining provisions of this Contract shall not be affected thereby, and the parties hereto shall, by amendment to this Contract, properly replace such provision with a reasonable new provision which, as far as legally possible, shall approximate what the parties intended by the original provision, to carry out their purpose hereunder. No amendment or modification hereof shall be effective unless made in writing and executed by the duly authorized representatives of both parties.

#### 12. GENERAL

The Contractor represents and states that the Contractor has carefully examined and understands this Contract and the Contract Documents, and that the Contractor has investigated the nature, locality, and site of the Work, and that the Contractor enters into this Contract on the basis of the Contractor's own examination, investigation, and evaluation of all such matters. The Contractor further represents that the Contractor is not in reliance upon any opinions or representations of the EDC, or of any of its officers, agents, servants, or employees.

No waiver by the EDC of any provision of this Contract shall be deemed to be a waiver of any other provision hereof, or a waiver of any subsequent breach by Contractor of the same of any other provision.

#### 13. ORDER OF PRECEDENCE

It is agreed that, in case of conflict between the terms of this Contract and the terms contained elsewhere in the Contract Documents, the terms of this Contract shall take precedence, and the conflicting terms found elsewhere in the Contract Documents shall be interpreted in accordance with the terms of this Contract.

#### 14. CITY COUNCIL AUDIT

Nothing contained herein shall be construed to or permitted to operate as any restriction upon the power granted to the City Council of the City of Detroit by the City Charter to audit and allow all accounts chargeable against the City.

#### 15. EXTENT OF AGREEMENT

Nothing contained in the Contract Documents shall be deemed to create any contractual relationship between any parties other than the EDC and the Contractor. Any contractual relationship between the Contractor and any subcontractor shall arise solely from and by virtue of an express contract between such parties. Nothing in the Contract Documents shall be deemed to give any third party any claim or right of action against the City of Detroit, the EDC, or the Contractor that does not exist without regard to the Contract Documents.

#### 16. GOVERNMENT REGULATIONS

The Contractor shall comply with all rules, regulations, orders, etc., of all government agencies applicable to the Work under this Contract. The Contractor shall cooperate with the EDC in promptly furnishing any information required by such agencies. It shall be an obligation of the Contractor to keep itself informed of governmental rules, regulations, orders, etc., which are applicable to the Work.

#### 17. CONTRACTOR WARRANTIES

The Contractor shall warrant and represent that all materials and equipment included in the Work or provided as a result of EDC approved Change Orders are new, unless otherwise specified, and that the Work is of good quality, free from improper workmanship and defective materials and in conformance with Contract Documents. Any portion of the Work that does not conform to the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. The Contractor shall correct defects in materials and/or workmanship for a period of one (1) year from the Final Completion Date of the phase in which such portion of the Work is included or for such longer periods of time as may be agreed upon or specified.

The Contractor shall collect and deliver to the EDC, in bound and indexed form, all written warranties on materials, equipment and installations. All warranties shall commence on the Final Completion Date of the phase in which such Work is included, unless otherwise defined by the Contract Documents.

The Contractor shall warrant by sworn statements and waiver of lien that title to the Work invoiced in the Monthly Payment Application will pass to the EDC either by incorporation in the construction or upon receipt of payment made by the EDC, whichever comes first. The Contractor shall warrant that all completed Work covered by an Application for Payment is free and clear of all liens, claims, security interests, or encumbrances, and that no portions of the Work, materials, or equipment has been acquired by the Contractor, or by any other person performing any portion of the Work, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the other person or can be otherwise imposed on the Contractor by such other persons. The Contractor and all subcontractors shall agree that title will so pass upon the Contractor's receipt of payment from the EDC.

#### 18. SUBCONTRACTS

No portion of the Work may be subcontracted without prior written approval of the EDC. The Contractor shall submit the necessary subcontractor approval request forms, insurance certificates, and such other affidavits as may be required by this Contract. Approval of any subcontractor shall not relieve the Contractor of any responsibilities, duties, and/or liabilities as contained in the Contract Documents.

The Contractor shall require its approved subcontractors to provide an experienced and competent superintendent or foreman at the site of the Work at all times the Work is in progress. The superintendent or foreman shall have full authority to act for and sign on the subcontractor's behalf. The EDC shall have the right to demand removal of any Contractor or subcontractor superintendent or foreman demonstrating a lack of competence or ability to perform the Work in accordance with the Contract Documents.

#### 19. OTHER CONTRACTS

The Work of the Contractor is required to be coordinated with that of the EDC, and other contractors that may be employed by the EDC at the site. The Contractor shall fully cooperate and coordinate the Work with the EDC and other contractors in such a manner as the EDC may direct, so that the Work on the entire Project may be performed without delay or interference. No claim for additional costs or damages will be allowed for alleged interference or delay resulting from improper coordination of the Work.

#### 20. PERMITS AND NOTIFICATIONS

The Contractor shall, unless specifically stated otherwise in the Contract Documents, secure and pay for all permits and notifications required for the performance of the Work including permits, soil erosion permits, drain layer permits, street encroachment permits, and any other required permits for the use of chemicals, sprays, fertilizers used in landscaping, inspections, or fees relating to the Work. Permits shall be secured in a timely manner so as not to delay the start of the Work. Delays caused by the Contractor's failure to obtain the required permits in a timely manner shall not be the basis for any schedule extensions or increases in the Contract Value.

#### 21. SUBSURFACE CONDITIONS

If the Contractor discovers one or more of the following physical conditions on the surface or subsurface at the Work site before disturbing the physical condition, the Contractor shall promptly notify the EDC in writing of the physical condition. The conditions are:

- a. A subsurface or latent physical condition at the site is differing materially from those indicated in the Bid Documents or this Contract.
- b. An unknown physical condition at the Work site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the character of the Work performed pursuant to this Contract.

If the EDC receives such written notice, the EDC shall, with reasonable promptness, investigate the differing condition. In the event the EDC determines that the physical conditions identified in the written notice differ materially and may cause an increase or impact the costs and/or additional time required to perform the Work, the EDC's determination shall be made in writing and an equitable adjustment or method to determine an equitable adjustment shall be agreed to by the EDC and Contractor, and this Contract modified accordingly.

The Contractor shall be held to have waived its rights for additional compensation and/or extension of time should the Contractor proceed with the Work associated with a claimed differing condition and fail to comply with the prior written notice requirements of this Subsection 21.

The purpose of this provision is to comply with the requirements of the Public Acts of 1998 No. 57. The terms "Contractor", "Governmental Entity", "Improved", "Improvement", "Person", "Real Property", shall have the meanings set forth in Section 1 of the Act (MCLA §125.1591).

22. NOTICES

All notices shall be in writing and considered duly given if the original is (a) hand delivered; (b) delivered by telex, facsimile, or telecopy; (c) sent by U.S. Mail, postage prepaid, certified return receipt requested, or (d) by recognized overnight delivery service. Notices hand delivered, delivered by overnight delivery service, or delivered by telex, facsimile, or telecopy shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting. All notices shall be given to the following addresses:

If to Owner: 500 Griswold  
Suite 2200  
Detroit, Michigan 48226  
Attention: Authorized Agent  
Facsimile Number: 313/963-8839

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_

(signatures begin on next page)

**ACKNOWLEDGMENTS**

IN WITNESS WHEREOF, the undersigned have caused this Contract to be executed by their duly authorized officers or agents as of the date first written above.

**CONTRACTOR**, a Michigan Corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**THE ECONOMIC DEVELOPMENT CORPORATION of the CITY OF DETROIT**  
a Michigan public body corporate

By: \_\_\_\_\_

Print Name : \_\_\_\_\_

Its: Authorized Agent

By: \_\_\_\_\_

Print Name : \_\_\_\_\_

Its: Authorized Agent

Approved as to form only:

By: \_\_\_\_\_

Rebecca Navin Esq.,  
Counsel to the EDC

## ATTACHMENT A

### PAYMENT PROCEDURES

The Contractor shall submit an invoice that will detail the base services and any EDC previously approved changes to Work by Change Order as required by the EDC and/or Funding Source's accounting requirements. The EDC reserves the sole right, and the Contractor acknowledges such right, to withhold progress payments or portions thereof, in amounts judged necessary by the EDC should the Contractor become in default of any of the terms and conditions of the Contract.

#### Procedure for Monthly Payment Applications

1. The Contractor must provide back up documents for quantities and values to be approved by the EDC, and submit in triplicate the detailed invoice before the 1st day of each month. For each of the line items in the approved Cost Breakdown the Contractor shall indicate total charges through the current billing period, total charges through the previous billing period, total charges for the current billing period, quantities and types of units of Work performed and the associated unit prices.
2. A Partial Unconditional Waiver of Lien shall be submitted by the Contractor to the EDC at the time payment is made. A Final Unconditional Waiver of Lien acknowledging payment in full to the Contractor and each subcontractor shall be submitted at the time final payment is made.
3. A notarized Contractor's sworn statement, showing that all labor and material furnished to the date of request has been paid in full shall accompany each monthly invoice.
4. All Invoice documents and backup must be clearly identified with the Project name and shall be hand delivered or mailed to:

Maxwell Cameron, Project Coordinator  
The Economic Development Corporation of the City of Detroit  
500 Griswold Street, Suite 2200  
Detroit, Michigan 48226
5. Requests for payment for extra Work items will be accepted only when covered by written change orders to this Contract and only when submitted in the appropriate format and after approval by the EDC.
6. Payment will not be made for materials stored off of the Project sites.



**THE ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF DETROIT**

JEFFERSON VILLAGE and LIGHT HOUSE DEPOT SUMMER LANDSCAPE SERVICES for 2024

March 21, 2024

7. Should the Contractor fail to comply with steps (1) through (6), the monthly estimate presented to the EDC may not be honored.
8. No payments shall become due under this Contract until:
  - a. This Contract is executed by the Contractor and the EDC;
  - b. Such items as Certificates of Insurance are furnished satisfactory to the EDC;
  - c. Such time as the EDC receives from its Funding Sources funds for the Work performed by Contractor and properly invoiced from Contractor to the EDC.
  - d. If the Contractor fails to or is deemed by the EDC to be in willful default of the requirements to comply with the goals set by the City of Detroit's Executive Orders No.2003- 4 and 2007-1.
10. The EDC will pay the Contractor the Value of Work approved by the EDC, less the applicable retainage, for Contractor's approved invoices within thirty (30) days of the receipt, by the EDC.
11. The EDC shall pay Contractor final payment upon completion by the Contractor of all punch-list items, Consent of Surety, warranties and guarantees, and further, upon remittance of final payment from the Funding Source to the EDC.
12. The Contractor expressly understands and agrees that no payments whether for monthly invoices or final payment purposes, will be remitted to Contractor unless the EDC receives payments therefore from the Funding Source. If Funding Source:
  - a. breaches its funding agreement with the EDC;
  - b. is judged bankrupt;
  - c. files for protection under applicable "Chapter 11" status; and/or
  - d. For whatever reason ceases its functioning as called for in its funding agreement with the EDC, then the Contractor agrees that no further payments to the Contractor will be due under this Contract.
13. Notwithstanding anything to the contrary contained in this Contract, no application for payment of Services performed pursuant to Attachment C to this Contract, Scope of Services shall be processed for payment or paid unless the application is accompanied by the written authorization of the EDC Project Manger.

**ATTACHMENT B**

**PROJECT SITE**

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## ATTACHMENT C SCOPE OF WORK

The work to be performed by the Contractor shall consist of furnishing all necessary materials, labor, equipment, tools and supervision required to properly execute landscape grass cutting, vegetation control and related site trash pickup work. The Contractors shall provide services from the effective date of the Contract or Notice to Proceed, and shall complete the first phase of the Season Work within 21 days.

Contractors' scope includes legal disposal of all removed equipment and materials. The Contractor shall be responsible for securing the area during maintenance, including barricades, pedestrian warning signs, and daily clean up and off site material storage.

### I. GENERAL PROJECT DESCRIPTION

The Project areas shall include:

- 1) Many lots in the Jefferson Village subdivision, generally bounded by Marquette Drive on the west, St. Jean on the east, Freud on the south, East Jefferson on the north; as represented in the graphic in Exhibit A.
- 2) Light House Depot; as represented in the graphic in Exhibit B.

### II. BID WORK ITEMS

Generally, the Scope of Services for the Project sites shall consist of the following:

- **Jefferson Village (Exhibit A)**
  - a) Vacant Lots: Conduct trash removal and mow selected vacant lots throughout the subdivision, as depicted in **Exhibit A**, up to nine (9) times as authorized by the EDC Project Manager.
  - b) Tree Trimming: Conduct tree trimming services throughout the Jefferson Village Subdivision, as depicted in **Exhibit C**.
  - c) Additional Cleanup: Conduct trash removal, debris removal and cleanup of selected vacant lots throughout the growing season.
- **Light House Depot (Exhibit B)**
  - a) Mow the site area up to nine (9) times during the growing season based upon the authorization of the EDC Project Manager.
  - b) Maintain the turf grass height at approximately 4-5".

### III. HOURS OF OPERATION & EMERGENCY CONTACT

The Contractor shall generally provide the Work between the hours of 7:00 AM to 6:00 PM., Monday through Sunday. The Contractor shall maintain a telephonic communications system such that:

Twenty-four (24) hour emergency notification is possible.  
All calls are returned within one (1) hour.

The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during both normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the EDC's representative shall be referred to the Contractor for immediate disposition.

#### **IV. EXECUTION OF BID WORK ITEMS**

##### **GENERAL**

The Contractor shall submit a schedule of activities for the contract period the EDC for review. The Contractor will be responsible for providing the following Basic Services included in the not to exceed contract value according to the specifications listed under each item for the Project Site:

##### **1. LAWN MAINTENANCE**

The Contractor shall provide the following Lawn Maintenance services as depicted in (See Exhibits A & B):

- a) All mowing as specified to maintain the turf from May 1, 2024 to November 30, 2024 through (the "Growing Season") during the Contract.

The Contractor shall cut the grass as detailed in "Section II – Bid Items" as directed throughout the Growing Season. The Contractor shall cut the turf grass height approximately 2 1/2" to 3 1/2".

ALL turf mowing in this contract shall be performed with power-propelled mowers equipped to mow and collect or fine mulch clippings in one operation. The mowers shall be properly maintained and inspected to provide a smooth even cut without tearing of the leaf blade. The reel or blade adjustment shall provide a uniform, level cut without ridges or depressions.

##### **2. EXECUTION OF "AS NEEDED" WORK ITEMS**

Upon notification from the Contractor regarding any special repairs needed to maintain a neat and orderly appearance of the Project Site, the EDC shall have the option to authorize written work orders for any "As Needed" work items. "As Needed" work items include but are not restricted to the following:

- Disease Control
- Removal of Dumped Trash or Debris from the Site Areas
- Water Trees
- Other Repairs

If the EDC requests price quotations for any "AS NEEDED" work items, the "AS NEEDED" item price information shall be submitted to the EDC by the Contractor and will be evaluated.

The Bidder shall include all overhead, profit and supervision into each item price as well as, materials, labor and equipment as may be required.

All work under this PART V EXECUTION OF “AS NEEDED” WORK ITEMS, shall be done by a written work order issued by the EDC.

Maintenance Contractor shall be responsible to immediately replace or repair any material failed as a result of maintenance, Contractor’s activities, or neglect.

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## ATTACHMENT D

### GENERAL REQUIREMENTS

The following General Requirements are in addition and supplementary to the terms and conditions stated in this Contract. It is the intent of these General Requirements to work together with the specified requirements of this Contract to define the terms and conditions agreed to between the EDC and the Contractor for the performance of the Work. In the event there are any conflicts or specific contradictions between the Sections, the terms set forth in the Contract shall take precedence.

#### A. KEY PERSONNEL

The EDC will inform the Contractor in writing of the name, and telephone number of the EDC Project Manager, who shall have full authority to coordinate the Contractor's responsibilities and interface with the Contractor in the daily performance of this Contract, and provide effective and systematic monitoring of all aspects of landscape and site maintenance service.

The Contractor shall provide an office or employee as Contract Manager. The Contract Manager shall be required to attend scheduled meetings with the EDC personnel, provide overall management and coordination of this Contract, and shall act as the central point of contact.

- a. He/she must have demonstrated (3) years previous experience in the supervision of first class quality landscape maintenance services in a similar size facility.
- b. The Contract Manager shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this contract.
- c. The EDC shall have sole discretion to approve the Contract Manager and any replacement recommended by the Contractor.
- d. The Contractor shall ensure that, during working hours, employees are dressed in uniforms with company identification and name patches. All vehicles and equipment used to perform the landscape and site maintenance for this Contract shall be clearly marked with company identification and landscape license tags.

#### B. CONTRACTOR'S QUALIFICATION STATEMENT REQUIREMENTS

The Contractor must fulfill the requirements listed in Attachment F – Contract Proposal Form of this Bid Package.

#### C. QUALITY CONTROL

The Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of this Contract are met. The plan shall be submitted by the successful bidder upon the EDC's request. An updated copy must be provided to the EDC prior to the contract start

date and shall be reviewed periodically or as changes occur. The plan, and any changes thereto, shall be subject to the prior written approval of the EDC. The plan shall include, but is not limited to the following:

1. The methods of identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.
2. The methods to assure that provision of services for the EDC will continue in the event of an employee shortage or strike.

The EDC shall monitor the Contractor's performance under this Contract using quality assurance procedures as may be necessary to ascertain Contractor compliance with this Contract.

Performance Evaluation Meetings: The EDC shall meet at least bi-weekly with the Contract Coordinator during the first month of the Contract. The purpose of such meetings shall be the dissemination of information from the EDC to the Contractor, the discussion of policy and procedural matters relevant to the Contractor's performance and the EDC's monitoring function. After the first initial month, coordinating meetings will be held monthly, or as otherwise deemed necessary by the two parties.

#### D. CONTRACTOR-FURNISHED ITEMS

The Contractor shall furnish all labor, materials, supplies, tools, and equipment necessary for the provision of all landscape and site maintenance services covered by this Contract.

#### E. USE OF CHEMICALS

All work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and will be accomplished by or under the direction of a State of Michigan Licensed Pest Control Operator.

#### F. SAFETY

The Contractor shall maintain the site free of hazards to persons and/or property resulting from his/her operations. Any hazardous condition noted by the Contractor, which is not a result of his operations, shall be immediately reported to the EDC.

1. All operations shall be restricted to the limits of work for this Contract.
2. The Contractor shall not enter upon any adjacent property for the purpose of conducting any operations required under this Contract unless the Contractor has obtained written permission from the City.
3. The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public to include disruption of the noise levels within the areas.
4. The Contractor shall strictly comply with all safety orders, rules, regulations, or requirements of all federal, state, and local government agencies exercising safety

jurisdiction over the Work, including, but not limited to, the federal and state OSHA regulations.

5. The Contractor shall indemnify, defend and save the EDC and the City of Detroit harmless from any liability, loss, cost, penalty, damage, or expense, including attorneys' fees, which EDC or the City of Detroit may incur as a result of any claim, damage, injury, course of action, proceeding, citation, or work stoppage arising out of or in any way connected with any alleged violation by the contractor of any such statute, regulation, order, rule, requirement or standard.
6. Any subcontractors working for the Contractor shall strictly comply with the Contractor's safety program for the project and with all safety policies and procedures of the EDC.

#### G. MATERIALS

Any contractor supplied materials shall carry two (2) year warranties for plant materials, and carry warrant periods for materials or supplies consistent with industry standard warranty periods.

#### H. GENERAL SITE OBSERVATION

1. The Contractor shall report any damage which has occurred to any horizontal surfaces (i.e., exposed concrete walks, walks, concrete, etc.) and to any vertical surfaces (i.e., concrete walls, etc.) to the EDC.
2. In addition, the Contractor shall immediately notify the EDC of any damage due to vandalism or malfunctions of the retaining walls, any site lighting, and other system/facilities not necessarily described herein, but required to the full and proper operation of the property site facilities during the regular site visits to perform maintenance work.

#### I. PRICE ITEMS

1. The "As Needed" Work Items Attachment C Part V requires prior written work order authorization from the EDC before initiating work.
2. Material pricing structure shall be per proposal format, with each price item including all supervision, overhead and profit required.

#### J. RECORDS OF COST

Records of costs, pertaining to the Work performed by the Contractor, shall be kept on the basis of generally accepted construction industry accounting principles, consistently applied. The Contractor shall preserve all such records for a minimum period of three (3) years after the Final Completion Date, or such longer period as may be required by applicable law.



**K. CONTRACTOR PARKING**

The Contractor shall be responsible for its employees' and subcontractors' vehicles while parked on or off the Project sites. Any vehicle found to be owned by the Contractor's employee or an employee of the Contractor's subcontractor parked illegally may be towed away by the City or the EDC and charged to the Contractor by Change Order. The EDC reserves the right to deny parking privileges on the Project sites to any individual who parks a vehicle improperly or operates any vehicle in an unsafe manner.

**L. EXISTING SITE CONDITIONS**

The information in this Bid Package is intended to orient the Contractor to the site. The Contractor is responsible for thoroughly evaluating the site conditions. It is the responsibility of the Contractor to verify the exact types and locations of existing utilities. Any damage to existing utilities caused by the Contractor shall be repaired at Contractor's expense, in accordance with the standard practices of the applicable City department or private utility company.

**M. REPLACEMENT OF DAMAGED WORK**

The Contractor shall be responsible to pay all costs for the timely (within schedule parameters) replacement or restoration of any portion of the Facility damaged by fire or other cause while services are being rendered to the extent that such damage is a result of the negligence or through the faulty equipment of the Contractor or its subcontractors.

**N. EMERGENCIES**

In any emergency affecting the safety of persons or property, the Contractor shall act at its discretion to prevent threatened damage, injury, or loss, provided that the Contractor shall have determined that there is not sufficient time to advise and consult with the EDC prior to taking such action.

**O. FIRE HAZARDS**

The Contractor shall take all necessary precautions to eliminate possible fire hazards and to prevent damage to the Project sites, equipment, and other property. During construction, the Contractor shall provide fire extinguishers and fire hose in accordance with the appropriate OSHA and industry rules and regulations.

**P. FLAMMABLE MATERIALS**

Gasoline, benzene, other combustible materials, oils, solvents, or chemicals shall not be poured into sewers, manholes, or traps. All casual spills shall be cleaned up immediately, and all contaminated soil removed from the site and legally disposed.

**Q. FIRST AID**

A completely equipped first-aid kit shall be provided and maintained by the Contractor at the site in a clean, orderly condition and shall be readily accessible at all times to all the Contractor's employees. The Contractor shall designate certain employees who are properly instructed to be in charge of first aid. At least one such employee shall be available at the site whenever work is being carried on.

**R. HOURS OF WORK**

The Contractor shall generally provide services to be substantially complete before 11:00 a.m., Monday through Sunday. The Contractor shall be responsible for contacting in advance all involved parties whenever the Contractor intends to depart from the normal workweek schedule and resolve to the satisfaction of the EDC any reasonable objections. Any costs incurred, due to the failure of the Contractor to properly notify involved parties, shall be paid by the Contractor or deducted from the Contractor's contract amount.

The Contractor shall plan and conduct the Work so as not to create a public nuisance or disturb the peace specifically for any residents near or adjacent to the Project sites. Should the Contractor be stopped by order of a public authority from working at such times that are contrary to or in violation of any law, ordinance, permit, or license, the Contractor shall not be entitled to an extension of time or additional compensation due to such stoppage.

In an emergency requiring work to be performed outside the normal work week, the requirements for the twenty-four (24) hour notification will be waived. The Contractor shall notify the EDC as soon as the Contractor determines that an emergency condition exists necessitating the change in or extension of the normal hours of work. However, the Contractor's determination of the existence of the emergency is subject to the review and revision by the EDC.

The normal workweek schedule and/or daily hours of work may be altered as directed by the EDC, when, in its reasonable judgment, such alteration is necessary to maintain the required progress of the Work.

**S. BEHAVIOR REQUIREMENTS**

Committing unnecessary acts of nuisance on the Project site is prohibited. Any employee who violates such provisions shall be promptly removed from the Project by the Contractor and not be permitted to work on the project site without the written consent of the EDC.

**T. CLEANLINESS OF WORK AND STREETS**

The Work and all public or private property used in connection with the Work shall be kept in a neat, clean and orderly condition at all times. No stored materials or unused equipment will be

permitted on the site. Waste materials, rubbish and debris shall be removed daily and shall not be allowed to accumulate. No burning of rubbish is permitted.

The Contractor shall not bring soils or other materials onto the site except in strict accordance with the specifications of the Work.

During the performance of the Work, the Contractor shall daily inspect and maintain the Project sites in a clean condition including picking up scattered debris. Should the Contractor fail to maintain proper cleanliness or order on the site, the EDC, upon 48-hour notice to the Contractor, shall arrange for the cleaning and removal of extraneous materials accumulated at the site and shall have the right to deduct the costs incurred from the Contract Value.

Trucks hauling loose material from or to the Project sites shall be tight, and their loads trimmed and tarped to prevent spillage on the public streets. The Contractor will be held responsible to require compliance by the Contractor's suppliers. The EDC shall have the right to deny site access to any subcontractor or supplier who refuses to comply with this requirement. The Contractor shall clean streets, and sidewalks dirtied by any cause arising from the Contractor's operations. Should the Contractor fail to maintain proper street cleanliness, the EDC, upon notice to the Contractor will clean any such public right of ways and shall have the right to deduct the costs incurred from the Contract value.

#### U. SECURITY AND PROTECTION

The Contractor shall secure and protect from theft, loss, or damage all materials and equipment used for or relating to the Work.

#### V. WORKING AREA

All the Work under this Contract shall be performed on the Project sites. The Contractor shall access the Project sites via City streets and rights-of-way.

#### W. SOIL EROSION AND SEDIMENTATION CONTROL

The Contractor shall abide by the requirements of the "Authorized Public Agency" under the provisions of Section 11 of Act 347 of the Public Acts of 1972, "Soil Erosion and Sedimentation Control Act" as modified or superseded.

The Contractor will promptly remove soil, debris, or other materials spilled, dumped, or otherwise deposited on public streets, highways, or other public thoroughfares by the Contractor's equipment and operations.

#### X. DISCLAIMER OF SITE INFORMATION

By its own examinations, observations, investigations, and tests, the Contractor shall make its own determination of the existing site conditions.

END OF SECTION.

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**ATTACHMENT E**

**FIXED FEE SCHEDULE**

**Please provide fixed prices for the Work in the locations delineated within the Project Site:**  
 (The Project Site is depicted on Attachment B; the Work is to be performed within the highlighted areas)

**Jefferson Village Subdivision** generally bounded by Marquette Drive on the west, St. Jean Street on the east, Freud Street on the south, East Jefferson Avenue on the north.

<u>Vacant Lots</u> : Conduct Initial Cleanup	
<u>Vacant Lots</u> : Mow selected vacant lots throughout the subdivision, up to nine (9) times, as authorized by the EDC Project Manager.	
<u>Tree Trimming</u> : Conduct tree trimming services throughout the Jefferson Village Subdivision.	
<u>Additional Cleanup</u> : Conduct trash removal, debris removal and cleanup of selected vacant lots throughout the growing season as authorized by the EDC Project Manager.	

**Light House Depot** located on Mt. Elliott Street, south of East Jefferson Avenue

Mow the site area up to nine (9) times during the growing season based upon the authorization of the EDC Project Manager.	
<b>TOTAL</b>	

**ATTACHMENT F**

**See attached Bid Proposal Submitted by Contractor dated \_\_\_\_\_**

END OF SECTION.

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## SECTION V – SCOPE OF WORK

The work to be performed by the Contractor shall consist of furnishing all necessary materials, labor, equipment, tools and supervision required to properly execute landscape grass cutting, vegetation control and related site trash pickup work. The Contractors shall provide services from the effective date of the Contract or Notice to Proceed, and shall complete the first phase of the Season Work within 21 days.

Contractors' scope includes legal disposal of all removed equipment and materials. The Contractor shall be responsible for securing the area during maintenance, including barricades, pedestrian warning signs, and daily clean up and off site material storage.

### I. GENERAL PROJECT DESCRIPTION

The Project areas shall include:

- 3) Many lots in the Jefferson Village subdivision, generally bounded by Marquette Drive on the west, St. Jean on the east, Freud on the south, East Jefferson on the north; as represented in the graphic in Exhibit A.
- 4) Light House Depot; as represented in the graphic in Exhibit B.

### II. BID WORK ITEMS

Generally, the Scope of Services for the Project sites shall consist of the following:

- **Jefferson Village (Exhibit A)**
  - d) Vacant Lots: Conduct trash removal and mow selected vacant lots throughout the subdivision, as depicted in **Exhibit A**, up to nine (9) times as authorized by the EDC Project Manager.
  - e) Tree Trimming: Conduct tree trimming services throughout the Jefferson Village Subdivision, as depicted in **Exhibit C**.
  - f) Additional Cleanup: Conduct trash removal, debris removal and cleanup of selected vacant lots throughout the growing season.
- **Light House Depot (Exhibit B)**
  - a) Mow the site area up to nine (9) times during the growing season based upon the authorization of the EDC Project Manager.
  - b) Maintain the turf grass height at approximately 4-5".

### III. HOURS OF OPERATION & EMERGENCY CONTACT

**THE ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF DETROIT**

JEFFERSON VILLAGE and LIGHT HOUSE DEPOT SUMMER LANDSCAPE SERVICES for 2024

March 21, 2024

The Contractor shall generally provide the Work between the hours of 7:00 AM to 6:00 PM., Monday through Sunday. The Contractor shall maintain a telephonic communications system such that:

Twenty-four (24) hour emergency notification is possible.  
All calls are returned within one (1) hour.

The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during both normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the EDC's representative shall be referred to the Contractor for immediate disposition.

**IV. EXECUTION OF BID WORK ITEMS**

**GENERAL**

The Contractor shall submit a schedule of activities for the contract period the EDC for review. The Contractor will be responsible for providing the following Basic Services included in the not to exceed contract value according to the specifications listed under each item for the Project Site:

**1. LAWN MAINTENANCE**

The Contractor shall provide the following Lawn Maintenance services as depicted in (See Exhibits A & B):

- b) All mowing as specified to maintain the turf from May 1, 2024 to November 30, 2024 through (the "Growing Season") during the Contract.

The Contractor shall cut the grass as detailed in "Section II – Bid Items" as directed throughout the Growing Season. The Contractor shall cut the turf grass height approximately 2 1/2" to 3 1/2".

ALL turf mowing in this contract shall be performed with power-propelled mowers equipped to mow and collect or fine mulch clippings in one operation. The mowers shall be properly maintained and inspected to provide a smooth even cut without tearing of the leaf blade. The reel or blade adjustment shall provide a uniform, level cut without ridges or depressions.

**2. EXECUTION OF "AS NEEDED" WORK ITEMS**

Upon notification from the Contractor regarding any special repairs needed to maintain a neat and orderly appearance of the Project Site, the EDC shall have the option to authorize written work orders for any "As Needed" work items. "As Needed" work items include but are not restricted to the following:

- Disease Control
- Removal of Dumped Trash or Debris from the Site Areas
- Water Trees
- Other Repairs



If the EDC requests price quotations for any "AS NEEDED" work items, the "AS NEEDED" item price information shall be submitted to the EDC by the Contractor and will be evaluated.

The Bidder shall include all overhead, profit and supervision into each item price as well as, materials, labor and equipment as may be required.

All work under this PART V EXECUTION OF "AS NEEDED" WORK ITEMS, shall be done by a written work order issued by the EDC.

Maintenance Contractor shall be responsible to immediately replace or repair any material failed as a result of maintenance, Contractor's activities, or neglect.

## SECTION VI – SAFETY REQUIREMENTS

### A. STATEMENT OF SAFETY POLICY

The EDC requires that every reasonable measure shall be taken to:

1. Prevent injuries to all workers involved in the Project.
2. Prevent personal injury to members of the general public and staff within the influence of the Project.

In the event of imminent danger or when peril exists to life, limb, or property, the Contractor's Safety Coordinator and/or the EDC have the authority to close down an operation until said unsafe act or unsafe condition has been corrected.

No part of the time lost due to any such modification of operations or stop orders shall be made the subject of a claim for extension of time or for increased costs of damage by the Contractor.

### B. MIOSHA REQUIREMENTS

The Contractor shall, during execution of the Work for this Contract Agreement, promptly and fully comply with the provisions of the Michigan Occupational Safety and Health Act 154 of 1974 with particular attention paid, but not limited to, Occupational Safety and Health Administration, Department of Labor, Safety and Health Regulations for construction, and Occupational Safety and Health Standards, as printed and any changes thereto.

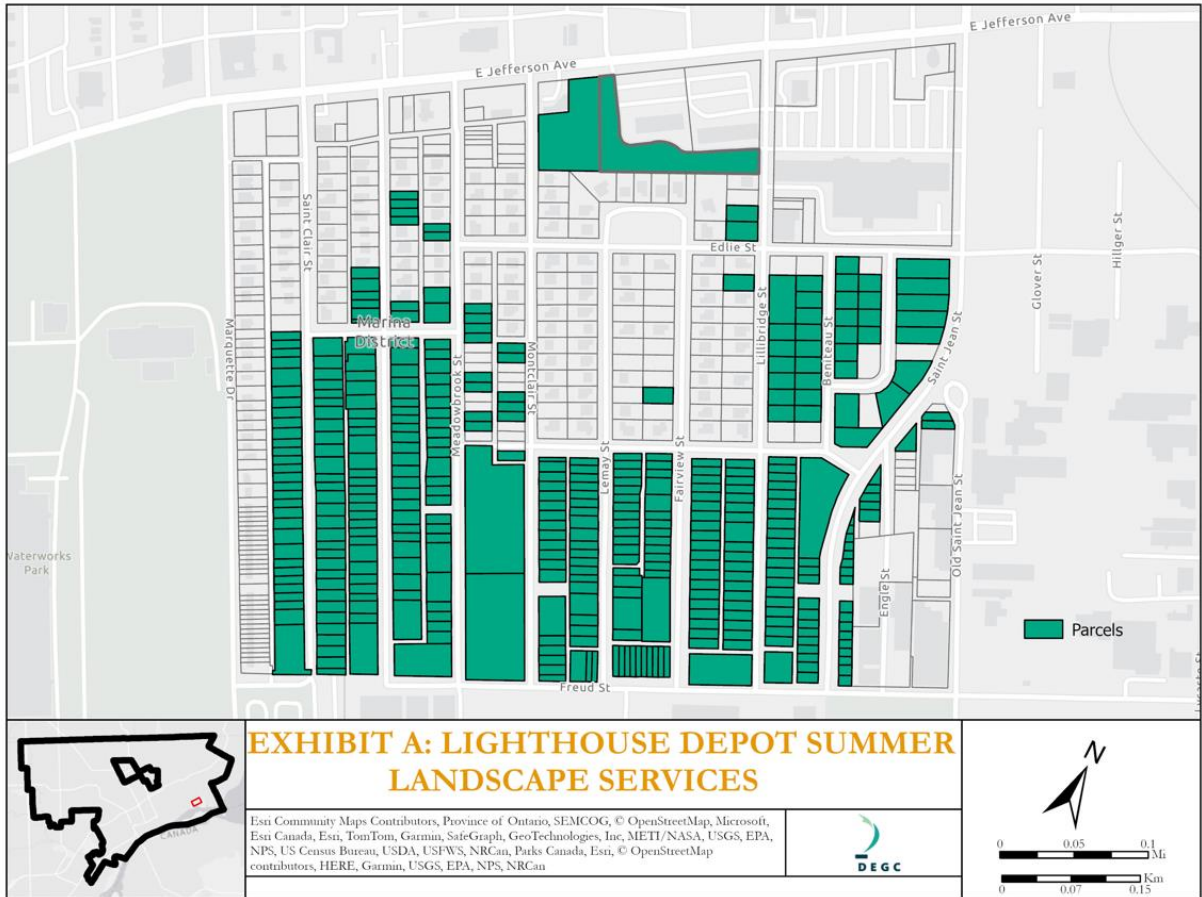
All fatality cases and/or accidents in which five (5) or more persons are injured in any one accident shall be reported to the District and/or Regional Office within forty-eight (48) hours from the time of occurrence:

Michigan Department of Labor  
Bureau of Safety Regulations  
3500 North Logan, P.O. Box 30035  
Lansing, Michigan 48909  
(517) 373-1410

Copies of the Occupational Safety and Health Act 154 of 1974 and related information on education and training programs may be secured from the offices listed above.

Upon notification of contract award, the Contractor shall provide the EDC with a letter, signed by an officer of the company, outlining the company's policy based upon compliance with the Project Construction Safety Guidelines and attaining the objectives contained therein.

SECTION VII – EXHIBIT A



\*Exhibit A includes a wavy green line over 10900 E. Jefferson, Detroit, MI 48214. This property is to be included in the Scope of Work for this project. The wavy line indicates the berm area on this site, which is to be maintained as part of the project.

SECTION VII – EXHIBIT B



SECTION VII – EXHIBIT C

Tree Trimming in Jefferson Village Subdivision

South Side of Berm



Harding Street





**Lysette Street and Meadowbrook Street**



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**Lysette Street and Montclair Street**



**Lemay Street between Lysette Street and Freud Street**



**Lillibridge Street and Lysette Street**



**Fairview Street and Lysette Street**

