

LANDSCAPE DESIGN AND ASSOCIATES/MILFORD DDA

Annual Flower Maintenance Contract

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

- A. **Services.** The Contractor shall perform for the DDA, in a good and workmanlike manner as described in attached hereto and by reference made a part hereof.
- B. **Location.** As depicted on the Map (attached). This item was part of the bidding materials. The Map shows the locations of 152 Overhead Flowerpots and 15 Standalone Pots. The standalone pots are generally located on Main Street between Liberty Street and Commerce. The Overhead Pots are located throughout the Milford Road/GM/Main Street Corridor. Forty-six (46) of the 152 pots are located on Main Street between Liberty and Commerce and are fed by a mechanical irrigation/fertilization system.
- C. **Payment.** DDA agrees to pay the Contractor the sum of **\$38,720.00**, for the work performed under Exhibit A of this Agreement which is the maintenance of the flowers. This bid is comprised of the Contractor's amount of the bid for full performance of this Agreement. DDA agrees to pay the Contractor at the rate of **\$6,453.33** per month commencing on June 1, 2023 through November 1, 2023. All payments are to be processed through the DDA account with the Village of Milford. Payment checks are to be issued by the Village of Milford in the ordinary course of business so as to comply as closely as possible with the schedule and with the normal public payment policies.
- D. **Term.** The term of this Agreement shall be for a period commencing on the date of execution and terminating on September 30, 2023
- E. **Termination upon Default.** The DDA reserves the right to cancel this portion of the Contract or any part thereof for reasons specified in Article II (1).

PROVISIONS OF CONTRACT

1. **Time is of the Essence.** Contract recognizes that time is of the essence. This is a beautification project undertaken by the DDA and requires prompt, continuous, efficient performance by the Contractor. Contract duration is May 22, 2023 to September 30, 2023. A total of 130 days of watering with fertilizer and deadheading.
2. **Equipment and Materials.** The Contractor shall furnish all necessary equipment and materials required in performing said services. Water source is to be provided by the Village. Village will provide and install annual flower baskets in addition to removing the annual flower baskets upon contract completion.
3. **Schedule of Work.** The Contractor shall perform said services during the hours designated by the DDA and shall, in any event, so perform the said services so as to avoid interference with Village

events, inconvenience to the DDA and its personnel and interference with the DDA's operations, including maintenance and improvement work performed by the Village of Milford, its employees or contractors.

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

violation by the Contractor of any of the terms or provision of this Agreement. If such occurs, the compensation of the Contractor shall be adjusted accordingly.

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

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

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

VILLAGE OF MILFORD

DOWNTOWN DEVELOPMENT AUTHORITY



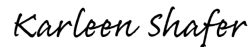
Dated: 2/7/2023 _____

By: Ann M. Barnette

Its: Executive Director

LANDSCAPE DESIGN & ASSOCIATES, LLC

Dated: 2/7/2023 _____



By: Karleen Shafer

Its: Owner

EXHIBIT A: Watering and Maintenance

A. The Contractor shall perform the following tasks on an as scheduled basis. Specific timing is subject to the discretion of the contractor based upon the weather, subject to schedule approval by the Village of Milford DDA. The “growing season” will be considered the date when the first flower is planted until September 30, 2023. The maintenance payments/contract will begin May 22, 2023 and continue through September 30, 2023. The Contractor will be given one week notice before the flowers are planted, generally beginning around May 15.

1. Maintenance shall commence as soon as the first annual flowers are installed.
2. The required maintenance of flowers shall occur at all baskets, concrete pots in Center Street Park and Concrete Pots in Main Street Court
3. Verify condition of the brackets. Report any damage or theft to the Owner.
4. Manual watering shall occur seven times per week (Monday-Sunday) for all Overhead Flower Baskets and Standing Flower Pots that do not have irrigation---106 Overhead Pots and 15 Standing Pots. Saturday and Sunday’s watering will need to be coordinated with all Main Street events. Contact the Owner for a schedule of events.
5. Contractor is responsible for the health and vitality of the 46 Overhead Pots on Main Street between Liberty and Commerce, which are fed by the automated irrigation system. Contractor shall be responsible for the health of all plants by deadheading, weeding, fertilizing and monitoring water levels.
 - i. The 46 Overhead Pots on Main Street between Liberty and Commerce are irrigated by an automated system managed by the “HydraWise” Application, which can be downloaded to a Smartphone. The DDA will provide the Contractor with a Username and Password to the system to enable the Contractor to monitor the irrigation flows to the Overhead Pots on Main Street. The Contractor will familiarize themselves to the system before seasonal watering begins. All changes to the watering schedule made by the Contractor are automatically registered on the program and are observable by the Owner and no notification is necessary. The Contractor shall only have access to the Zone marked “Hanging Baskets”. The Contractor shall notify the Owner if any part of the irrigation system is not functioning properly for the health of the plant.
 - ii. The Contractor shall provide fertilizer for the E2-FLOR Fertigation Tank, and monitor and advise on the daily delivery of fertilizer to the 46 pots. The Fertigation Tank is located on the east end of Center Street Park next to the Utility/Irrigation Box. The Contractor should schedule a meeting the Village of Milford DPS crew before the season begins to access the Fertigation tank to learn to access the tank for delivery of fertilizer. The Contractor shall periodically observe the tank levels throughout the season to ensure that the plants have adequate fertilizer.

iii. Contractor has agreed to develop an ongoing monitoring regiment to validate daily observation of overhead pots in this section, as manual watering does not provide normal interaction; this can be dated video or imagery that is available upon request.

6. Watering sources will be provided by the Village. The Contractor will not be charged for water.
7. Contractor to provide watering equipment.
8. All plants and planting baskets shall be deadheaded and weeded one time per week.
9. All elevated pots shall be fertilized every watering day. The fertilizer used is 18-5-18. Fertilizer will be a diluted mixture: 6 tablespoons of fertilizer per 30 gallons of water. Contractor shall monitor the salts and the PH content of the soils when regulating the level of Fertilizer necessary for a healthy plant.
10. Baskets located in shaded areas must be rotated once every two weeks with baskets located in sunny area of the same color scheme.

B. PLANT REPLACEMENT

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

C. PLANT AND SOIL MIX

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

D. [AREA OF CONTRACT WORK](#)

1. 106 Overhead Pots installed throughout the Milford Road Corridor in the Village of Milford, along Milford Road at General Motors Road, on Huron Street (GM), on Main Street between Huron and Commerce, North Milford Road from Commerce to the Village limits, and around the Prospect Hill Shopping Center; watering, monitoring, deadheading, weeding and reporting
2. 46 Overhead Pots installed on Main Street, between Liberty Street and Commerce, that are attached to the mechanical overhead watering/irrigation system; monitoring, deadheading, weeding and reporting.
3. 15 Concrete Standing Flowerpots located at Center Street Park and Main Street Court. Standalone flowerpots with no direct access to water or irrigation. Watering stationary pots will be similar to watering Overhead Pots.