

**GENERAL SERVICES AGREEMENT BETWEEN
UNITED LAWNSCAPE LLC
AND THE CITY OF ANN ARBOR
FOR SEASONAL MOWING SERVICES, ITB # 4364**



The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and United Lawnscape, LLC. ("Contractor") a Michigan Corporation with its address at 62170 Van Dyke Road, Washington Twp., Michigan 48094 agree as follows on this **8th day of May, 2018**.

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means Public Works Unit.

Contract Administrator means Tracy Pennington, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means Seasonal Mowing Services ITB # 4364

II. DURATION

This Agreement shall become effective on May 8th, 2018, and shall remain in effect until satisfactory completion of the Services for the 2018 Mowing Season unless terminated as provided for in Article XI.

III. SERVICES

- A. The Contractor agrees to provide Seasonal Mowing Services ("Services") and to furnish all materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Agreement:

Contract and Exhibits
ITB # 4364 and all Addendum thereto (if any)
Bid Proposal of Contractor, dated February 18, 2015, and restated
and attached as Exhibit A.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Project. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed above in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid on the basis of the bid price restated in Exhibit B. The total fee to be paid the Contractor for the Services shall not exceed forty four thousand and eight hundred dollars (\$44,800.00). Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. WAGE REQUIREMENTS

If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor’s employees who perform work on this contract.

VIII. NON-DISCRIMINATION

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of Title IX of the Ann Arbor City Code, and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

IX. REPRESENTATIONS AND WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience and licenses (if applicable) necessary to perform the Services it is to provide pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services it is to provide pursuant to this Agreement.
- D. The Contractor certifies that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor certifies that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.

- E. The Contractor warrants that its bid was made in good faith, it arrived at the costs of its bid independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a bid for the purpose of restricting competition.

X. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

XI. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XII. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by

giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The provisions of Articles VI and IX shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XIII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIV. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

United Lawnscape, LLC
62170 Van Dyke
Washington, MI 48094

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
Public Works Services Unit
301 E. Huron St.
Ann Arbor, Michigan 48104

XV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XVI. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

FOR CONTRACTOR

By _____

Its: _____

FOR THE CITY OF ANN ARBOR

By _____

Christopher Taylor, Mayor

By _____

Jacqueline Beaudry, City Clerk

Approved as to substance

By _____

Howard S. Lazarus, City Administrator

By _____

Craig Hupy, Public Services Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A SCOPE OF SERVICES

United Lawnscape, LLC is required to fully comply with the specifications for each property listed below and coordinate the provision of services with the property contact listed in the specifications.

INVOICES

All invoices should be mailed to City of Ann Arbor, Accounts Payable PO Box 8647 Ann Arbor, MI 48107-8647 or email to AccountsPayable@a2gov.org Locations and dates of mowing must be clearly printed on invoices.

TRAFFIC ISLAND MOWINGS

Traffic Islands - (list of all traffic islands and maps provided for Trunk Lines)

Mowing of approximately 184 traffic islands. Seasonal mowing will commence approximately April 15th and end November 1st of each year. Mowing cycle must be completed within 10 days of starting allowing for four (4) days before next cycle is to start. Contractor will provide to City a written update of progress of cycle completion and completed traffic islands. City may develop and provide for contractor a preprinted form to be filled out.

WASTEWATER TREATMENT PLANT MOWING

49 Old Dixboro Road, Ann Arbor, MI 48105

The Wastewater Treatment Plant (WWTP), located at 49 Old Dixboro Road, Ann Arbor, MI 48105 has approximately six (6) acres of turf that will require mowing and trimming.

A mowing season is approximately April 20 through October 31 with approximately 25 mowings per season. Mowing will take place once per week unless directed otherwise by WWTP staff. City staff may determine that during times of rapid turf growth, mowing may take place twice per week. City staff may determine that during times of dormancy or low growth that mowing takes place every other week.

The Contractor shall weed whip all areas around tanks, buildings, structures and hydrants twice per month. Areas or slopes not accessible by large mowers shall be maintained by alternative methods (e.g., weed whipped, cut by hand mower, etc.). Cuttings, debris and litter shall not be blown into plant process tanks and must be cleaned from all walkways. The Contractor shall cut all saplings and/or brush six (6) inches in height or greater along buildings and tanks.

The Contractor shall trim and/or cut brush, grass, and weeds along both sides of the WWTP's entrance drive. The area shall be maintained to a distance of three (3) feet behind the guard rail. This shall be done in the early spring, midsummer and early fall. This item will be itemized separately from the general lawn mowing service.

If directed by WWTP staff to increase the frequency of mowing, the additional maintenance will be paid at the effective per mowing rate times the number of mowing events. If directed by WWTP staff to decrease the frequency of mowing, the vacated week of mowing will not be paid.

The contact person for Wastewater Treatment Plant mowing is Jeremy Holbrook at (734) 794-6450.

Traffic Islands ~ NW SECTION

MAP #	ISLAND #	TL*	STREET	AREA (acres)	AREA (sq ft)
NW - 1	401		Provincetown Ct	0.08	3297.41
NW - 1	402		Salisbury Ln	0.07	3106.78
NW - 1	403		Balmoral Ct	0.4	17454.14
NW - 2	405	X	N Main St, M-14 entrance ramp	1.11	46428.33
NW - 2	406	X	N Main St, M-14 entrance ramp	0.18	8035.31
NW - 2	418		Vesper Rd	0.01	408.79
NW - 2	419		Minglewood Way	0.19	8102.31
NW - 2	420		Robin Rd	0.13	5556.81
NW - 2	421		Brooks St	0.02	1003.31
NW - 2	422		Cressfield Ln	0.01	602.18
NW - 2	915	X	N Main St, M-14 entrance ramp	0.13	5776.14
NW - 3	415		Thomas Ct	0	180.4
NW - 3	416		Thomas Ct	0.01	550.15
NW - 3	417		Arlene St/Ross St	0.01	521.62
NW - 3	423		Newport Pl	0.02	667.72
NW - 3	424		Red Oak Rd	0.01	212.85
NW - 3	425		Arborview Blvd	0.01	614.31
NW - 3	426		Wildwood Ave	0.06	2642.2
NW - 4			Ravena Place		
NW - 3	427		S Revena Blvd	0.06	2575.11
NW - 3	428		S Revena Blvd	0.06	2549.27
NW - 3	429		S Revena Blvd	0.07	2893.21
NW - 3	430		S Revena Blvd	0.02	940.58
NW - 3	434	X	Jackson Pl	0.04	1893.75
NW - 3	435	X	Jackson Pl	0.43	18825.84
NW - 3	951	X	Jackson Pl	0.16	6822.08
NW - 4	408		Sequoia Pkwy	0.33	14552.83
NW - 4	409		Sequoia Pkwy	0.5	21625.55
NW - 4	410		Sequoia Pkwy	0.3	12895.5
NW - 4	411		Sequoia Pkwy	0.25	10849.36
NW - 4	412		Sequoia Pkwy	0.79	34497.05
NW - 4	413		Sequoia Pkwy	0.42	18178.87
NW - 4	414		S Circle Dr	0.02	992.76
NW - 4	404		N Maple Rd	0.12	131.67
NW - 5	431	X	Hilltop Dr	0.22	9706.39
NW - 5	432	X	Jackson Ave, I-94 entrance ramp	0.49	21392.01
NW - 5	433	X	Jackson Ave, I-94 entrance ramp	0.07	3004.82
NW - 5	436		Sunnywood Dr	0.01	260.99
NW - 5	437		Burr Oak Dr	0.13	5502.14
NW - 5	438	X	Jackson Rd between Hilltop Dr & Gralake Ave	0.15	6349.73
NW - 5	946		Jackson Ave, I-94 entrance ramp	0.84	3657.76
Total Area - NW Section				7.93	340148.05

*TL = Trunkline, where "X" indicates the traffic island is located on a trunkline.

Traffic Islands ~ NE SECTION

MAP #	ISLAND #	TL*	STREET	AREA (acres)	AREA (sq ft)
NE - 1	105		Belfield Cir	0.03	1317.56
NE - 1	111		Geddes Ave	0.04	1926.93
NE - 1	124		Harvard PL	0.03	1332.16
NE - 1	125		Heatheridge Ave	0.03	1110.87
NE - 1	126		Heatheridge Ave	0.01	363.24
NE - 1	127		Navarre Cir	0.02	985.12
NE - 1	133		Vinewood Blvd	0.27	11905.28
NE - 1	134		Vinewood Blvd	0.3	13145.6
NE - 1	135		Vinewood Blvd	0.27	11581.14
NE - 1	136	X	Washtenaw Ave	0.04	1625.19
NE - 1	137	X	Washtenaw Ave	0.1	4142.51
NE - 1	548	X	Washtenaw Ave	0.24	10573.22
NE - 2	101		Adare Cir	0.09	3821.08
NE - 2	102		Adare Rd	0.11	4861.46
NE - 2	103		Bedford Rd	0.07	2828.76
NE - 2	104		Bedford Rd	0.1	4120.08
NE - 2	122		Glenwood Rd	0.02	774.58
NE - 2	131		Override Rd	0.03	1089.04
NE - 2	542		Roxbury Rd	0.08	3357.47
NE - 2	545		Londonderry Rd	0.03	1286.22
NE - 3	110		Burgundy Rd	0.25	10901.73
NE - 3	443		Frederick Dr	0.02	693.28
NE - 3	455		Wynnstone Dr	0.03	1244.84
NE - 3	464		Windemere Dr	0.03	1229.53
NE - 3	465		Farimount Dr	0.03	1192.42
NE - 3	494		Skynob Dr	0.07	3032.84
NE - 3	562		Earhart Rd	0.07	2913.8
NE - 3	563		Earhart Rd	0.05	6325.61
NE - 3	564		Earhart Rd	0.03	14588.34
NE - 3	565		Earhart Rd	0.22	9637.06
NE - 3	566		Earhart Rd	0.46	20110.63
NE - 3	567		Earhart Rd	0.16	6790.16
NE - 3	568		Earhart Rd	0.03	1315.89
NE - 4	476		Broadway St	0.19	8074.98
NE - 4	559		Traver Ct	0.11	4956.55
NE - 5	106		Briarcliff St	0.02	998.91
NE - 5	107		Briarcliff St	0.07	2964.79
NE - 5	108		Bunker Hill Rd	0.08	3353.61
NE - 5	109		Burbank Dr	0.07	2892.36
NE - 5	112		Georgetown Blvd	0.04	1736.74
NE - 5	113		Georgetown Blvd	0.04	1583.78

*TL = Trunkline, where "X" indicates the traffic island is located on a trunkline.

Traffic Islands ~ NE SECTION					
NE - 5	114		Georgetown Blvd	0.06	2430.02
NE - 5	115		Georgetown Blvd	0.06	2481.84
NE - 5	116		Georgetown Blvd	0.04	1726.13
NE - 5	117		Georgetown Blvd	0.05	2140.71
NE - 5	118		Georgetown Blvd	0.03	1252.28
NE - 5	119		Georgetown Blvd	0.07	3087.37
NE - 5	120		Georgetown Blvd	0.06	2769.22
NE - 5	121		Georgetown Blvd	0.07	3127.04
NE - 5	128		Nixon Rd	0.28	12013.91
NE - 5	129		Nixon Rd	1.19	51680.51
NE - 5	130		Nixon Rd	0.22	9454.69
NE - 5	132		Plymouth Rd	0.11	4646.32
NE - 5	140		Plymouth Rd	0.09	3777.18
NE - 5	141		Plymouth Rd	0.12	5122.97
NE - 6	560		Skydale Dr	0.02	818.89
NE - 6	561		Skydale Dr	0.08	3494.36
	952		Traver Blvd	0.03	1402.72
	953		Traver Blvd	0.05	2235.99
	954		Traver Blvd	0.04	1932.62
	955		Traver Blvd	0.21	9213.92
	956		Traver Blvd	0.07	2814.5
Total Area - NE Section				6.98	316308.53

*TL = Trunkline, where "X" indicates the traffic island is located on a trunkline.

Traffic Islands ~ SW SECTION					
MAP #	ISLAND #	TL*	STREET	AREA (acres)	AREA (sq ft)
SW - 1	801		Eberwhite Blvd	0.04	1731.14
SW - 1	802		Woodbridge Blvd	0.06	2451.08
SW - 1	803		Eberwhite Blvd	0	64.64
SW - 1	804		Eberwhite Blvd	0.06	2588.45
SW - 1	805		Soule Blvd at Lutz Ave	0.02	829.52
SW - 1	811		W Davis Ave	0.06	2671.55
SW - 2	301		Franklin Blvd	0.05	2156.92
SW - 2	302		S Seventh St	0.1	4521.43
SW - 2	303		S Seventh St	0.17	7366.16
SW - 2	304		S Seventh St	0.1	4325.03
SW - 2	306		S Seventh St	0.84	36473.08
SW - 2	307		Scio Church Rd	0.16	7041.1
SW - 2	308		Scio Church Rd	0.28	12293.72
SW - 2	309		Scio Church Rd	0.26	11364.18
SW - 2	815		Franklin Blvd	0.16	6974.69
SW - 2	849		Edgewood Ave	0.02	954.12
Total Area - SW Section				2.38	103806.81

*TL = Trunkline, where "X" indicates the traffic island is located on a trunkline.

Traffic Islands ~ SE SECTION

MAP #	ISLAND #	TL*	STREET	AREA (acres)	AREA (sq ft)
SE - 1	254		Woodside Rd	0.09	3742.88
SE - 1	603		E University Ave	0.06	2438.2
SE - 2	204		Brandywine Dr	0.07	2948.18
SE - 2	233		Old Boston Ct	0.03	1112.06
SE - 2	237		St Aubin Service Dr	0.36	15807.28
SE - 2	238		St Aubin Service Dr	0.32	14001.3
SE - 2	239		Platt Rd	0.26	11240.74
SE - 2	240		Platt Rd	0.01	481.27
SE - 2	241		Revere Ct	0.01	275.54
SE - 2	725		St Aubin Service Dr	0.03	1101.53
SE - 2	726		St Aubin Service Dr	0.04	1576.45
SE - 2	727		St Aubin Service Dr	0.04	1509.23
SE - 2	728		St Aubin Service Dr	0.06	2413.86
SE - 2	729		St Aubin Service Dr	0.2	8521.97
SE - 2	730		St Aubin Service Dr	0.08	3407.81
SE - 2	731		St Aubin Service Dr	0.08	3296.13
SE - 2	732		St Aubin Service Dr	0.1	4532.27
SE - 2	734	X	Washtenaw Ave	0.21	9005.85
SE - 2	735	X	Washtenaw Ave	0.21	9015.2
SE - 2	736	X	Washtenaw Ave	0.24	10484.26
SE - 2	737	X	Washtenaw Ave	0.09	4090.22
SE - 2	748		Alisa Craig Dr	0.04	1520.36
SE - 2	749		Alisa Craig Dr	0.03	1387.49
SE - 2	750		Weeburn Ct	0.05	1951.14
SE - 2	751		Ca Canny Ct	0.04	1728.96
SE - 2	752		Woe-Be-Tide Ct	0.05	2055.26
SE - 2	753		Goat Fell Ct	0.04	1796.62
SE - 3	217		E Eisenhower Pkwy	0.11	4738.65
SE - 3	218		E Eisenhower Pkwy	0.07	3201.36
SE - 3	219		E Eisenhower Pkwy	0.23	9970.04
SE - 3	220		E Eisenhower Pkwy	0.92	39989.52
SE - 3	221		E Eisenhower Pkwy	0.3	13149.89
SE - 3	222		E Eisenhower Pkwy	0.35	15345.39
SE - 3	223		E Eisenhower Pkwy	0.42	18390.73
SE - 3	224		E Eisenhower Pkwy	0.34	14598.4
SE - 3	225		E Eisenhower Pkwy	0.09	3747.09
SE - 3	226		E Eisenhower Pkwy	0.02	66.45
SE - 3	227		King George Blvd	0.13	5753.79
SE - 3	228		King George Blvd	0.12	5101.9
SE - 3	229		King George Blvd	0.12	5106.22
SE - 3	230		King George Blvd	0.28	12355.67

*TL = Trunkline, where "X" indicates the traffic island is located on a trunkline.

Traffic Islands ~ SE SECTION

SE - 3	231	King George Blvd	0.1	4439.95
SE - 3	232	King George Blvd	0.07	3121.33
SE - 3	234	Packard Rd	0.46	19973.88
SE - 3	235	Packard Rd	0.16	7080.13
SE - 3	236	Packard Rd	0.02	765.12
SE - 3	622	Page Ct	0.03	1281.8
SE - 3	624	King George Ct	0.08	3264.5
SE - 3	642	Lookridge Dr	0.05	2172.34
SE - 3	733	Packard RD	0.04	1922.46
SE - 3	740	E Eisenhower Pkwy	0.11	4769.7
SE - 3	741	E Eisenhower Pkwy	0.09	4005.66
SE - 4		Signature		
SE - 3	745	Esch Ave	0.08	3538.54
SE - 3	746	Esch Ave	0.08	3822.66
SE - 3	747	Pine Valley Bld	0.04	1616.73
SE - 4	203	Ann Arbor Saline Rd	0.07	2915.02
SE - 4	205	E Eisenhower Pkwy	0.34	14975.15
SE - 4	206	E Eisenhower Pkwy	0.35	15388.51
SE - 4	207	E Eisenhower Pkwy	0.13	5610.02
SE - 4	208	E Eisenhower Pkwy	0.42	18281.85
SE - 4	209	E Eisenhower Pkwy	0.19	8131.02
SE - 4	210	E Eisenhower Pkwy	0.31	13361.65
SE - 4	211	E Eisenhower Pkwy	0.12	5066.38
SE - 4	212	E Eisenhower Pkwy	0.35	15247.64
SE - 4	213	E Eisenhower Pkwy	0.02	674.63
SE - 4	214	E Eisenhower Pkwy	0.34	14941.35
SE - 4	215	E Eisenhower Pkwy	0.2	8628.91
SE - 4	216	E Eisenhower Pkwy	0.23	9998.21
SE - 4	242	S State St	0.32	13825.35
SE - 4	243	W Eisenhower Pkwy	0.11	4582.49
SE - 4	244	W Eisenhower Pkwy	0.28	12208.37
SE - 4	245	W Eisenhower Pkwy	0.09	3713.48
SE - 4	246	W Eisenhower Pkwy	0.35	15222.74
SE - 4	247	W Eisenhower Pkwy	0.5	21697.21
SE - 4	248	W Eisenhower Pkwy	0.11	4956.74
SE - 4	249	W Eisenhower Pkwy	0.86	37293.32
SE - 4	250	W Eisenhower Pkwy	0.16	7046.21
SE - 4	251	W Eisenhower Pkwy	0.09	3918.5
SE - 4	252	W Eisenhower Pkwy	0.27	11632.36
SE - 4	253	W Eisenhower Pkwy	0.13	5803.97
SE - 4	613	S Main St	0.03	1634.8
SE - 4	614	S Main St	0.02	747.81
SE - 4	643	S State St	0.11	4736.5
SE - 4	738	E Eisenhower Pkwy	0.01	450.45

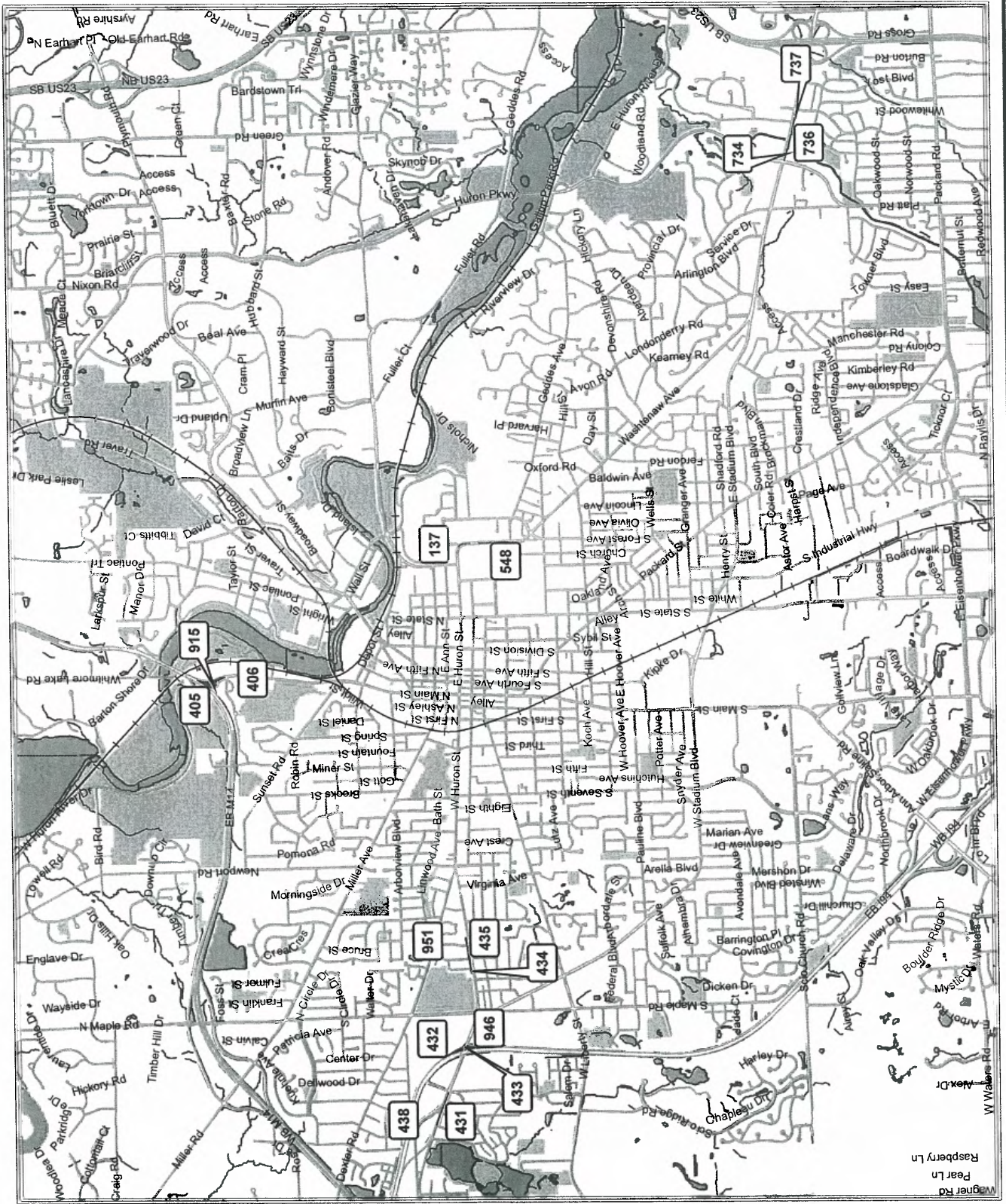
*TL = Trunkline, where "X" indicates the traffic island is located on a trunkline.

Traffic Islands ~ SE SECTION					
SE - 4	742		Ann Arbor Saline Rd at W Eisenhower Pkwy	0.01	463.31
SE - 4	743		S Main St	0.19	8388.64
SE - 4	744		S Main St at W Oakbrook Dr	0.01	404.5
SE - 5	650		Catalpa Cir	0.05	2185.72
SE - 5	739		W Eden Ct, Bryant Community Center	0.23	9915.66
SE - 6	678		S State St	0.07	3163.95
SE - 6	682		S State St	0.27	11799.83
SE - 6	683		Research Park Dr	0.12	5200.17
SE - 6	684		Research Park Dr	0.69	30215.13
SE - 6	685		S State St	0.07	2890.61
SE - 6	686		Airport Blvd	0.33	14524.25
SE - 6	687		S State St	0.36	15783.98
SE - 6	690		S State St	0.17	7491.94
<i>Total Area - SE Section</i>				<i>16.77</i>	<i>730510.25</i>

*TL = Trunkline, where "X" indicates the traffic island is located on a trunkline.

Traffic Island Locations - MDOT Trunkline

0 1,500 3,000 4,500 6,000 Feet



TL-1 MAP

Islands	
137	405
406	431
432	433
434	435
438	548
915	946
951	

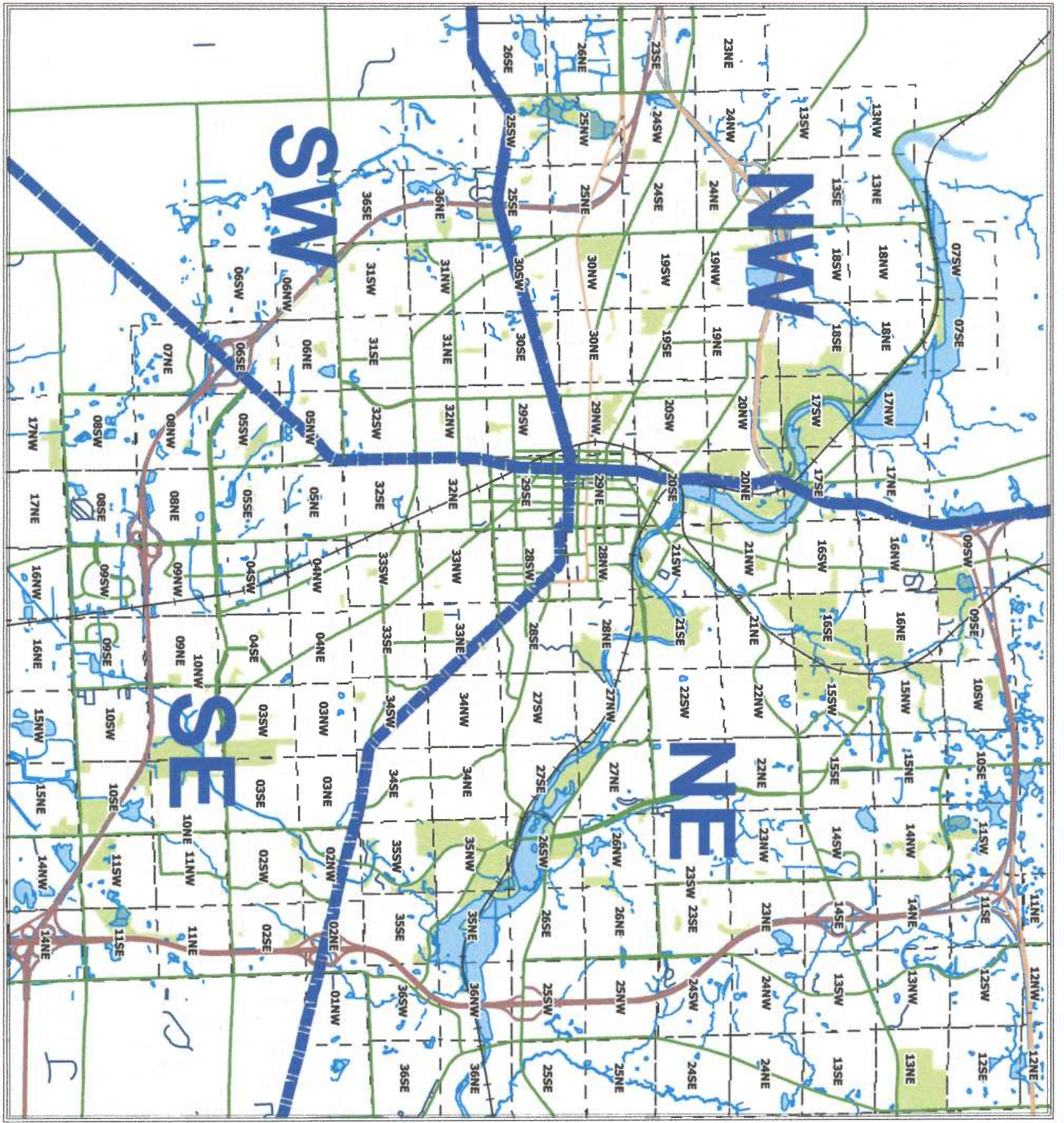
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Traffic Island Locations

- Section Index -



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Traffic Island Locations - NE Section



MAP NE - 1

Islands

105	133
111	134
124	135
125	136
126	137
127	548

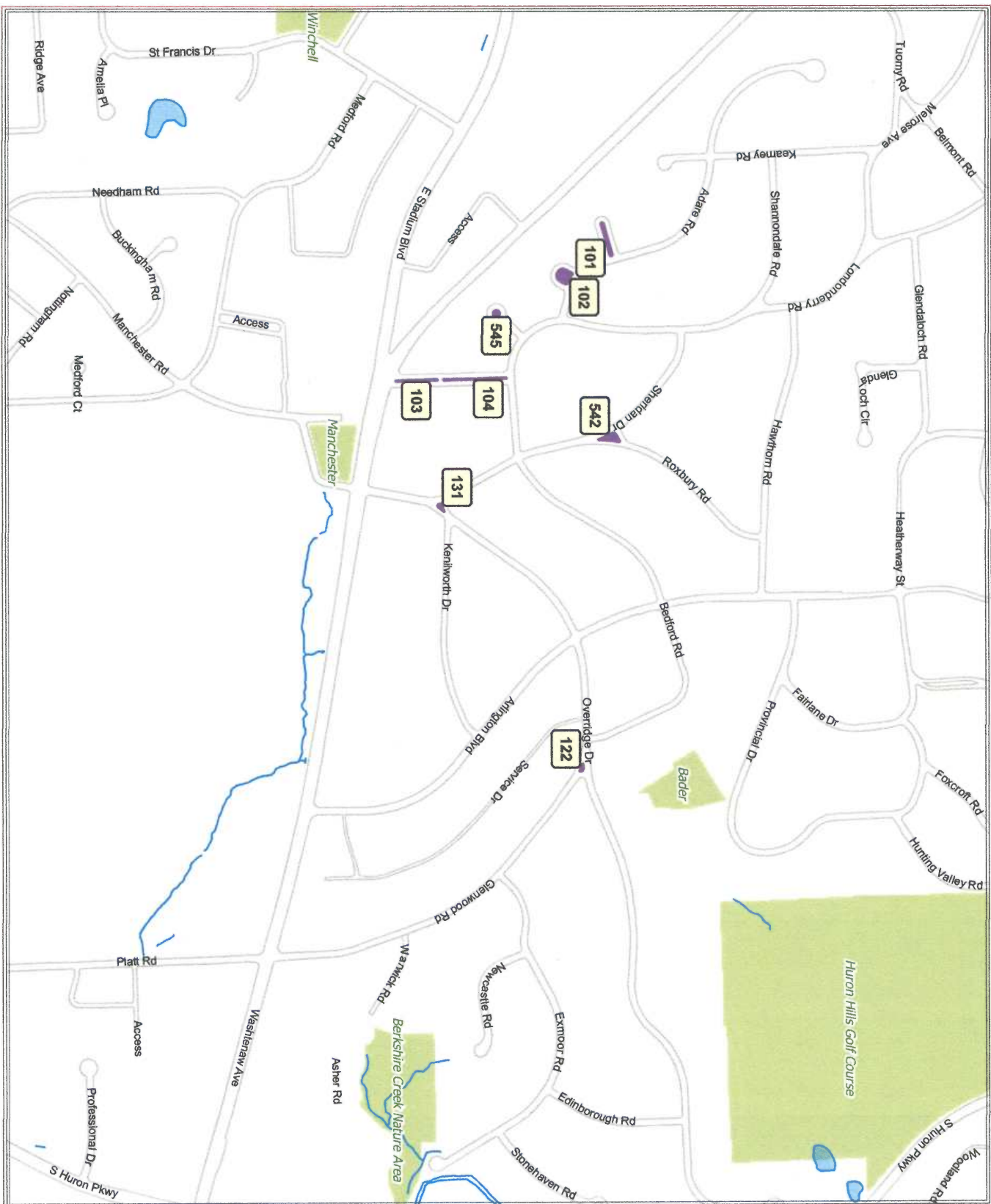


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- Ann Arbor City Parks
- Railroads
- Edge of Pavement
- Rivers and Streams
- Lakes and Ponds

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Traffic Island Locations - NE Section



MAP NE - 2

Islands

- 101 122
- 102 131
- 103 542
- 104 545

- Traffic Islands
- Parks area to Mow
- Ann Arbor City Parks
- Railroads
- Edge of Pavement
- Rivers and Streams
- Lakes and Ponds



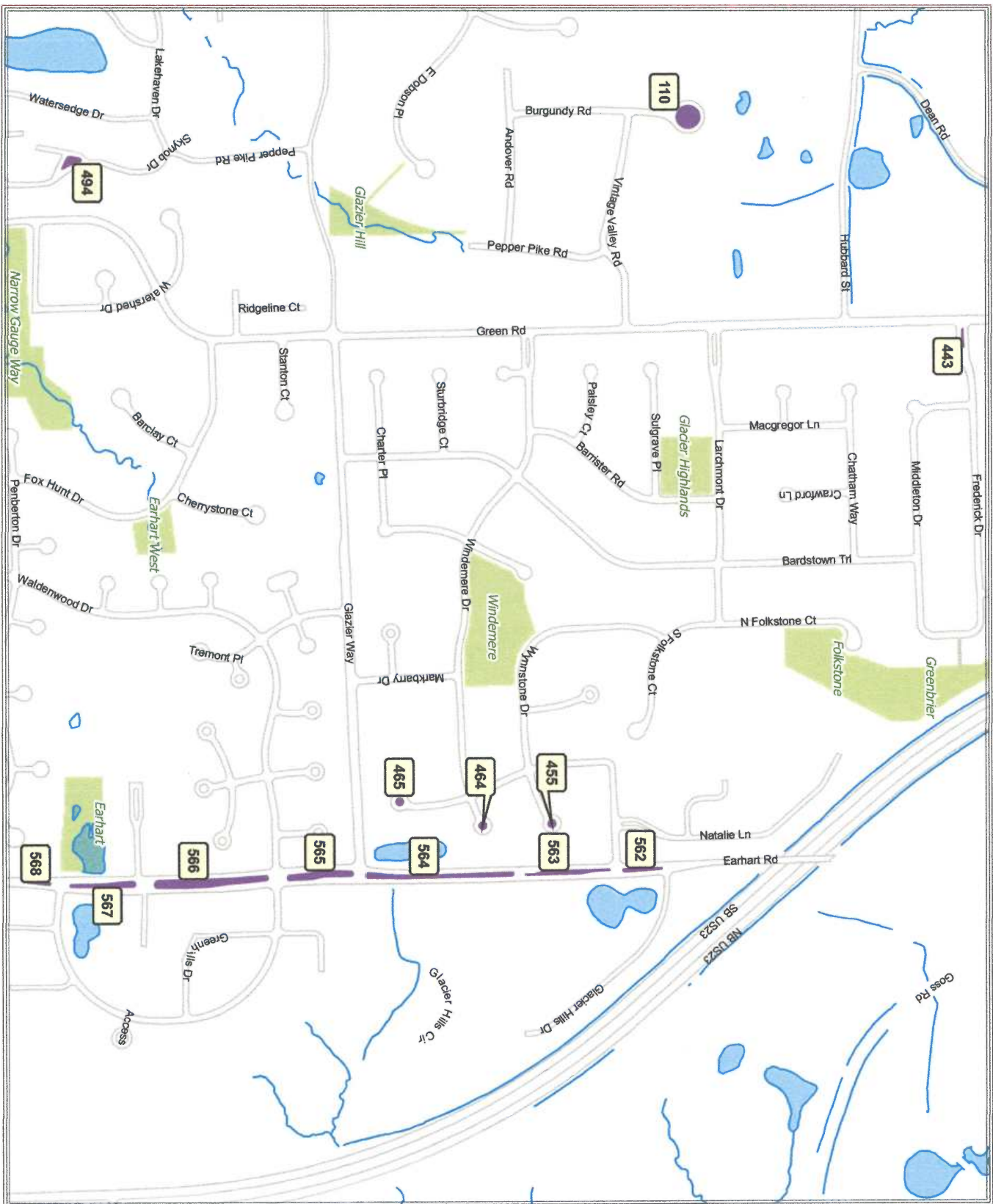
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Traffic Island Locations - NE Section



MAP NE - 3

Islands	Islands
110	563
443	564
455	565
464	566
465	567
494	568

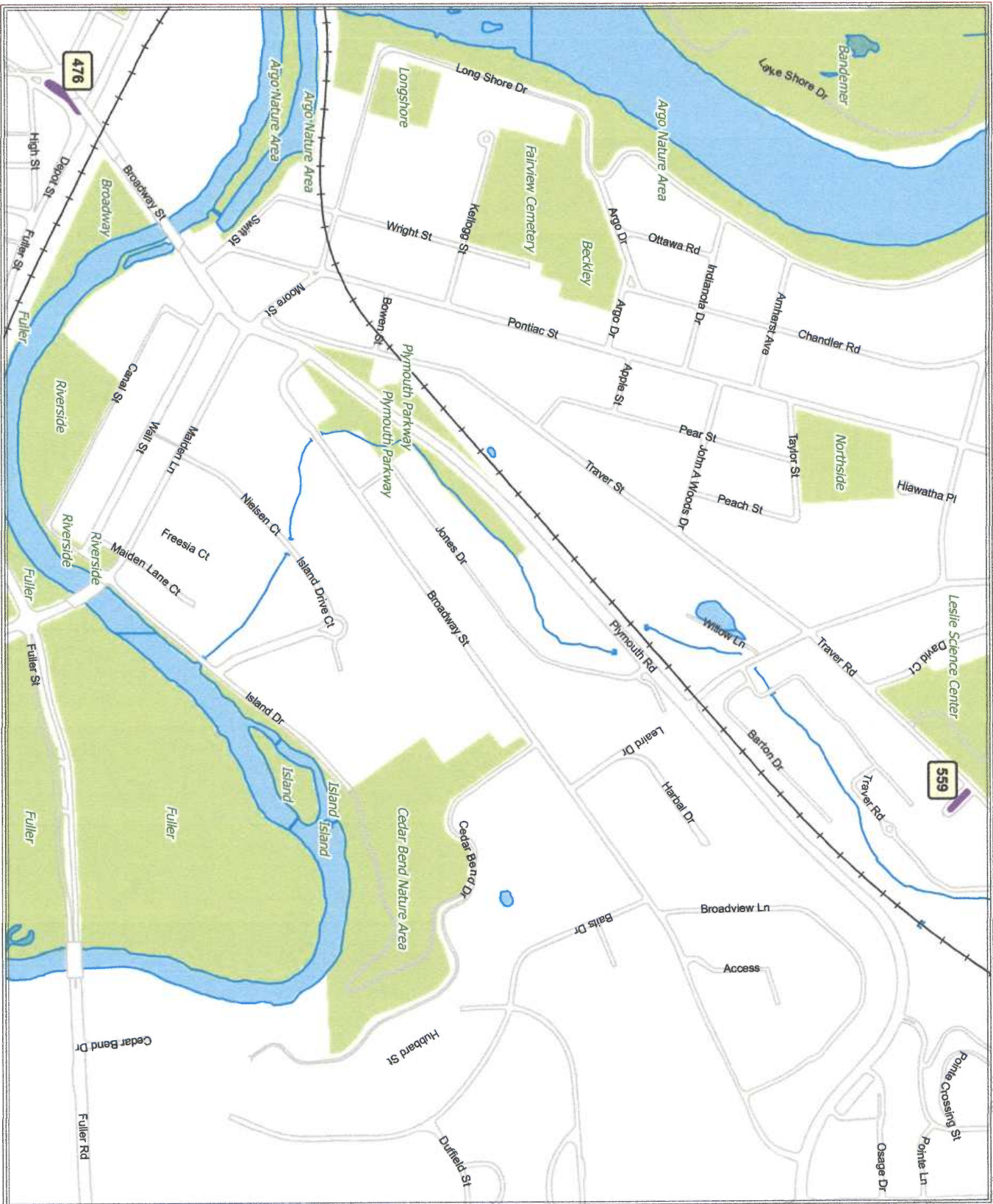


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Traffic Island Locations - NE Section



MAP
NE - 4

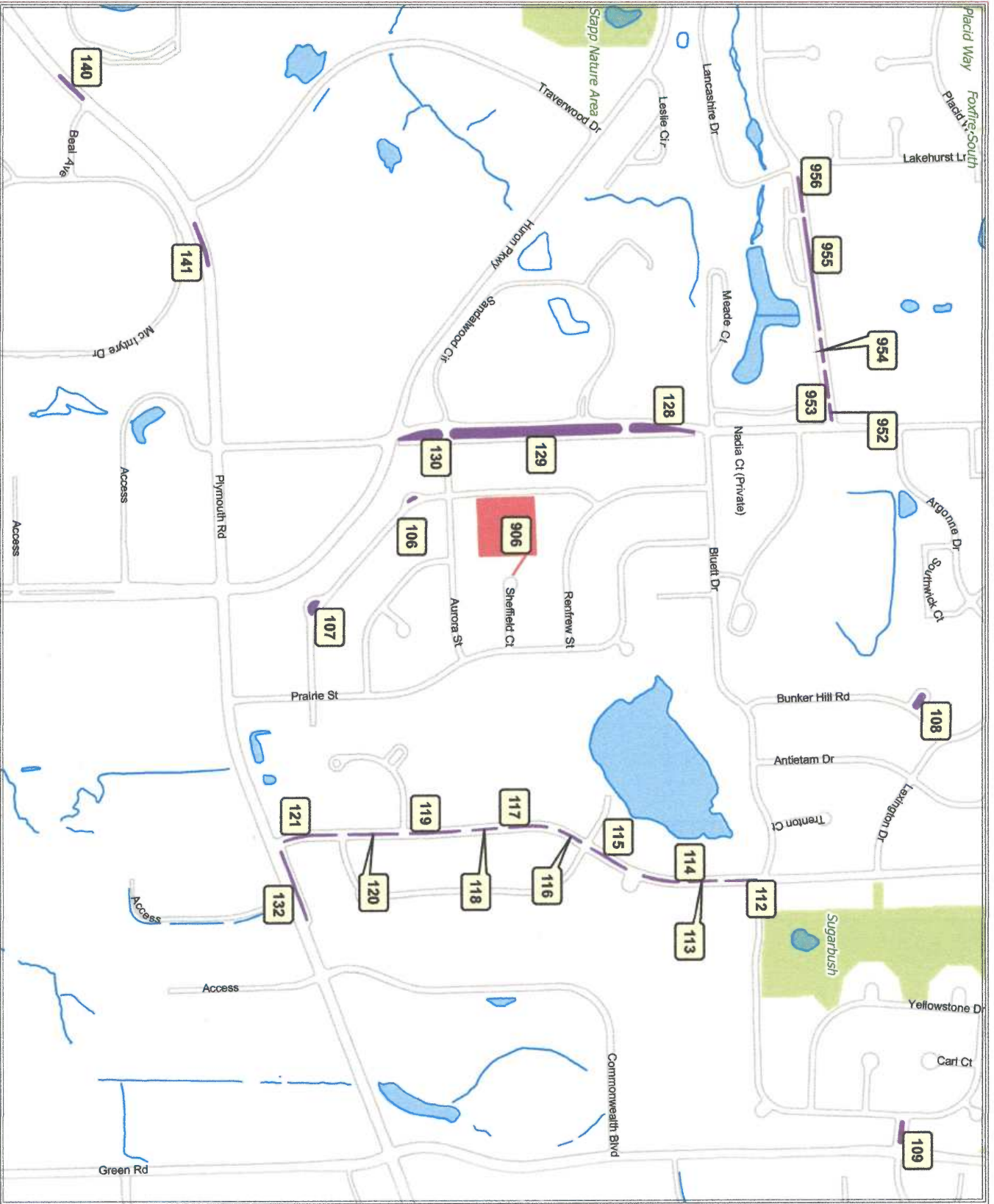
Islands
476 559

-  Traffic Islands
-  Parks area to Mow
-  Ann Arbor City Parks
-  Railroads
-  Edge of Pavement
-  Rivers and Streams
-  Lakes and Ponds

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Traffic Island Locations - NE Section



MAP NE - 5

Islands

- 106 121
- 107 128
- 108 129
- 109 130
- 112 132
- 113 140
- 114 141
- 115 952
- 116 953
- 117 954
- 118 955
- 119 956
- 120

Parks

906

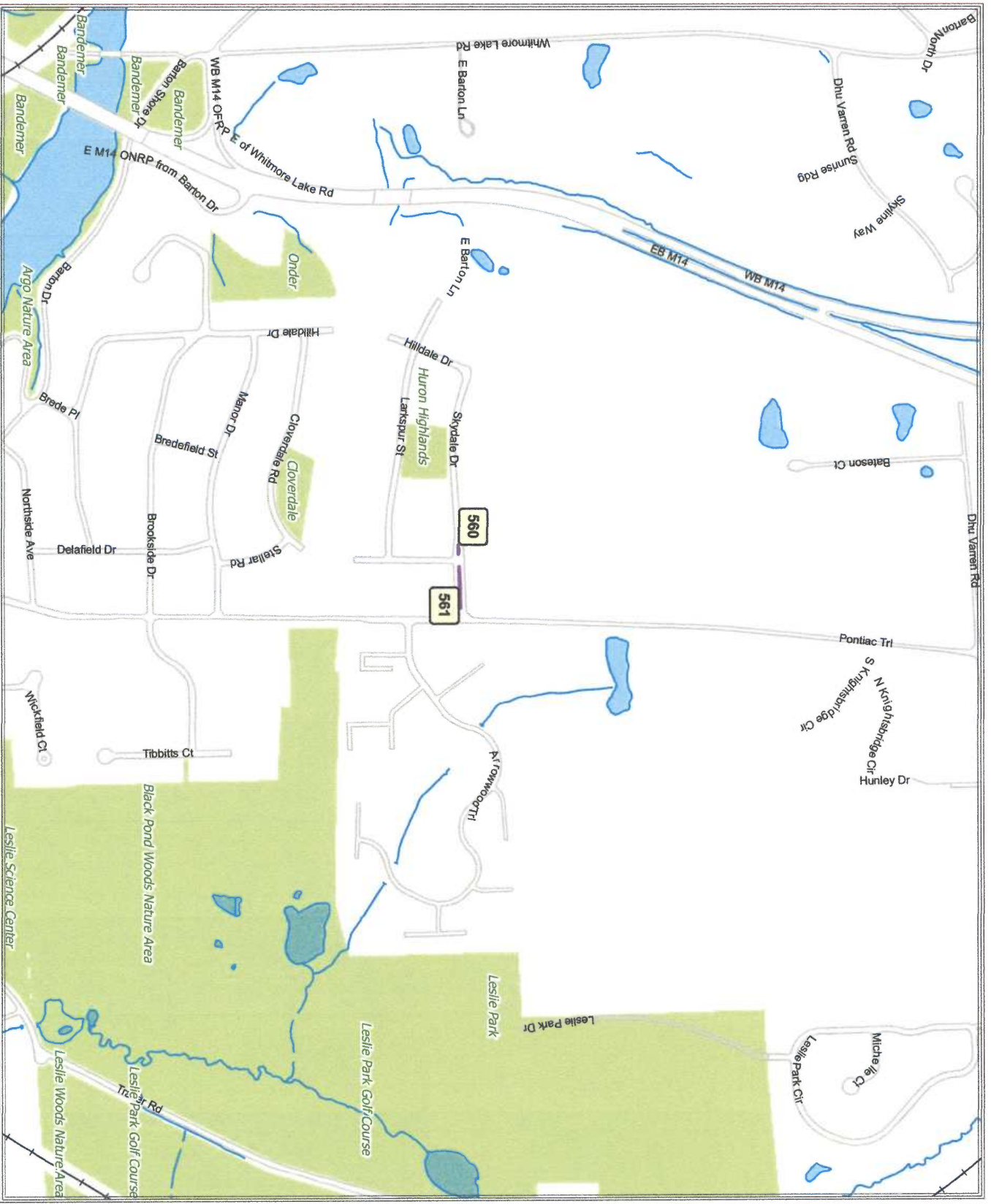
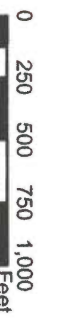
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Traffic Island Locations - NE Section



MAP
NE - 6
Islands
560 561

- Traffic Islands
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- Edge of Pavement
- Rivers and Streams
- Lakes and Ponds



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Traffic Island Locations - NW Section



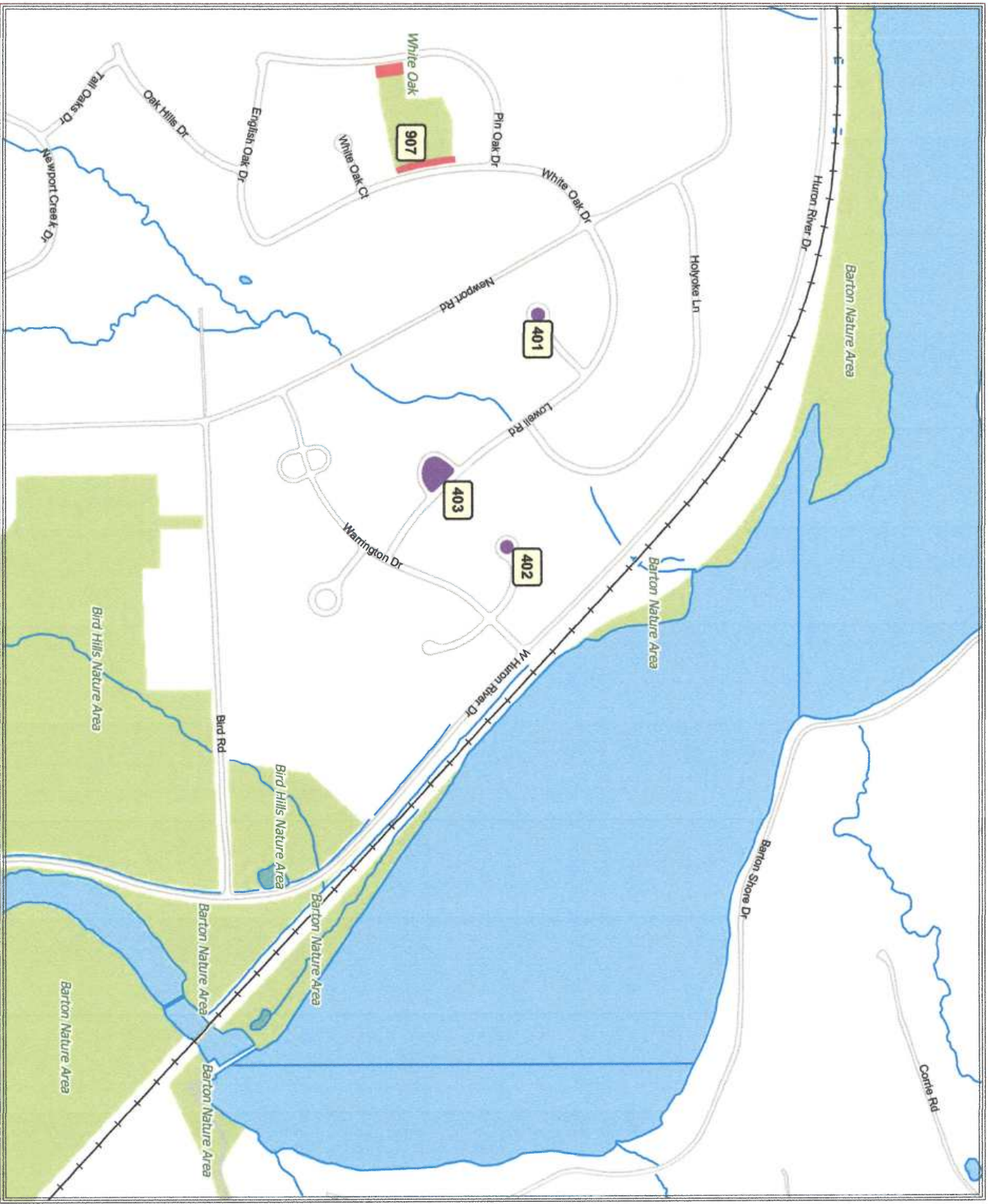
MAP NW - 1

Islands

- 401
- 403
- 402

Parks

- 907



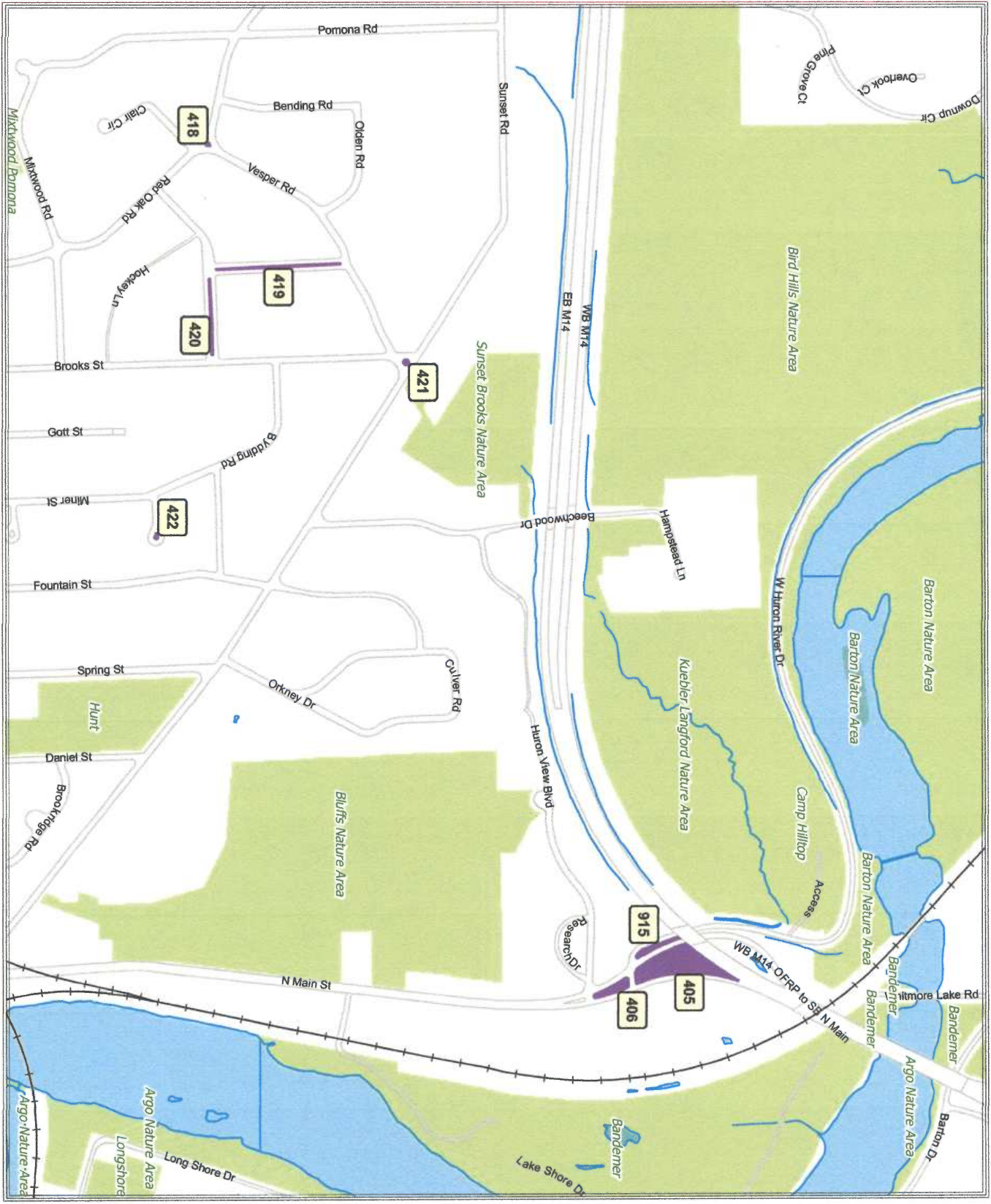
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Traffic Island Locations - NW Section



MAP NW - 2

Islands	405	420
	406	421
	418	422
	419	915
		916

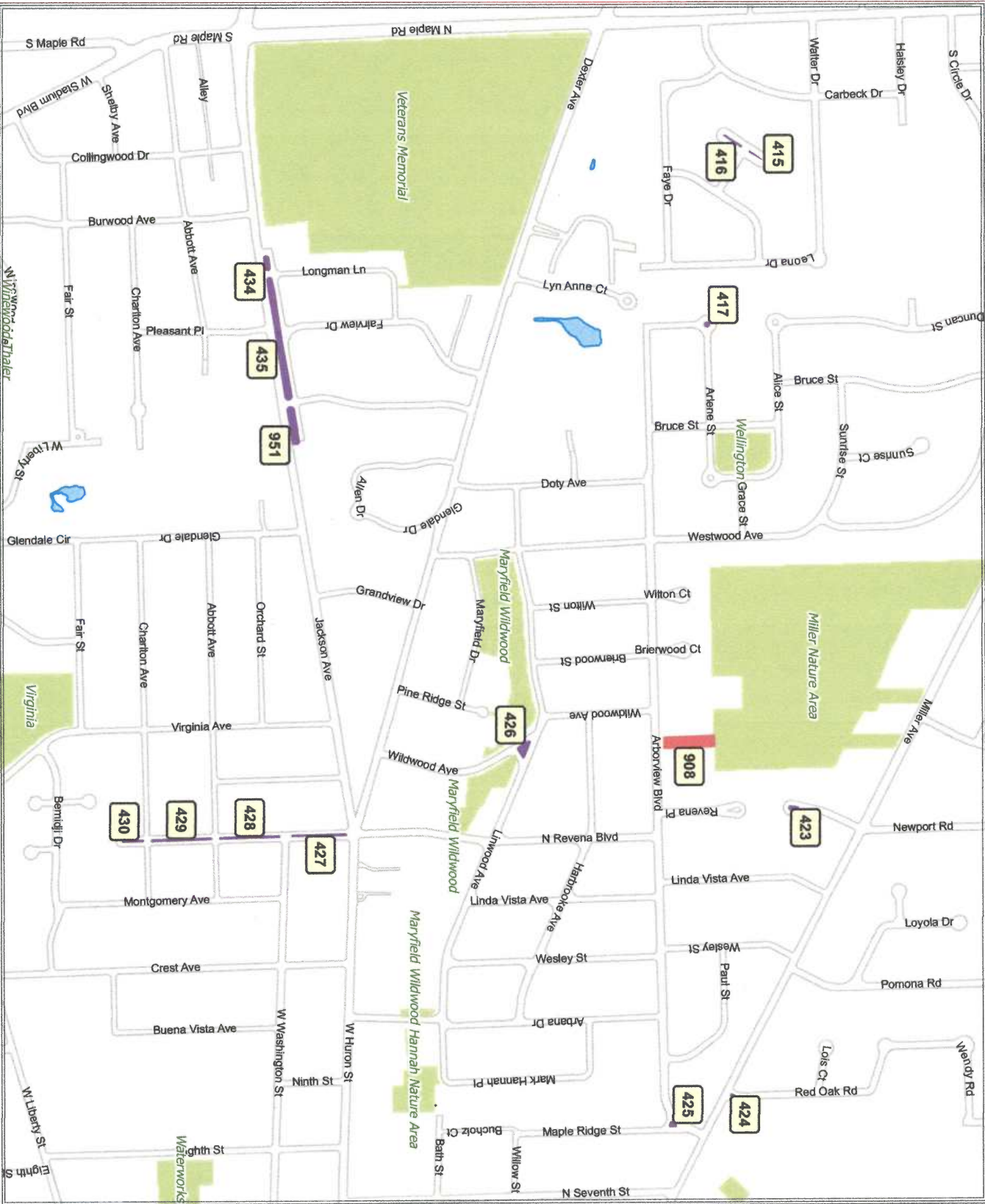
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Traffic Island Locations - NW Section



MAP NW - 3

Islands

- 415 427
- 416 428
- 417 429
- 423 430
- 424 434
- 425 435
- 426 951

Parks

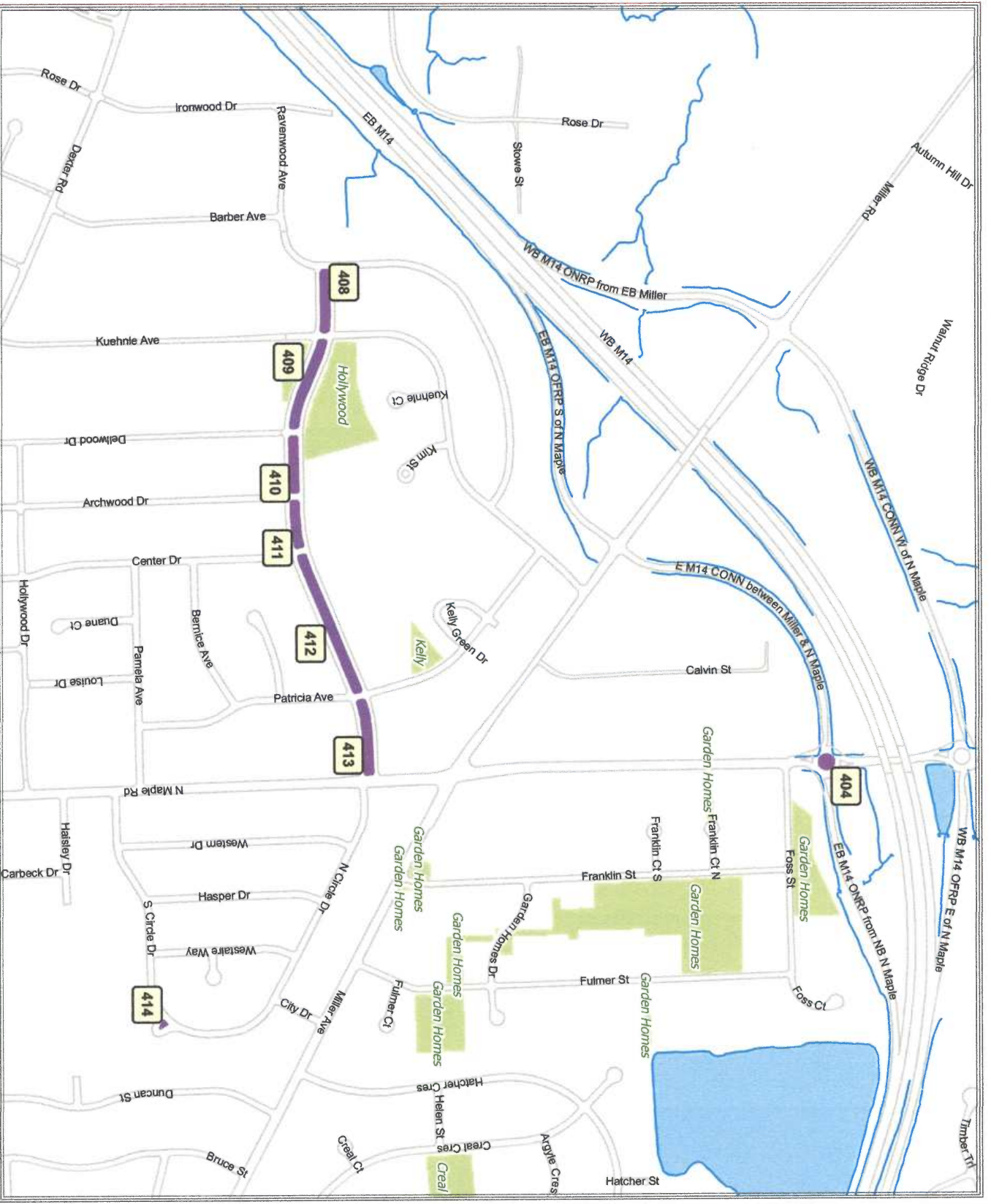
908

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Traffic Island Locations - NW Section



MAP NW - 4

Islands	404	411
	408	412
	409	413
	410	414

- Traffic Islands
- Parks area to Mow
- Ann Arbor City Parks
- Railroads
- Edge of Pavement
- Rivers and Streams
- Lakes and Ponds



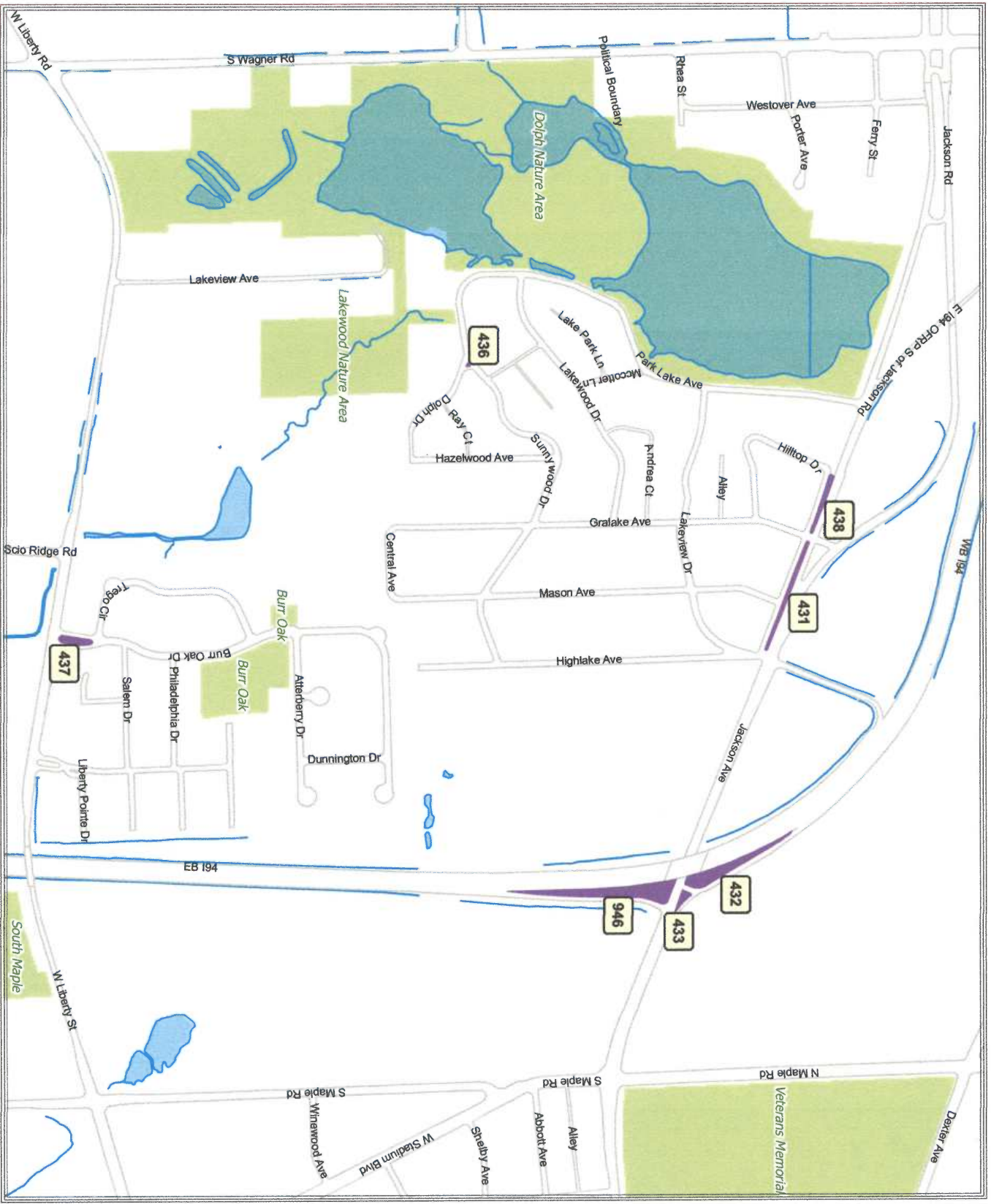
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Traffic Island Locations - NW Section



MAP NW - 5

Islands	431	437
	432	438
	433	946
	436	



- Traffic Islands
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- Railroads
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Traffic Island Locations - SE Section



MAP
SE - 1

Islands
254 603

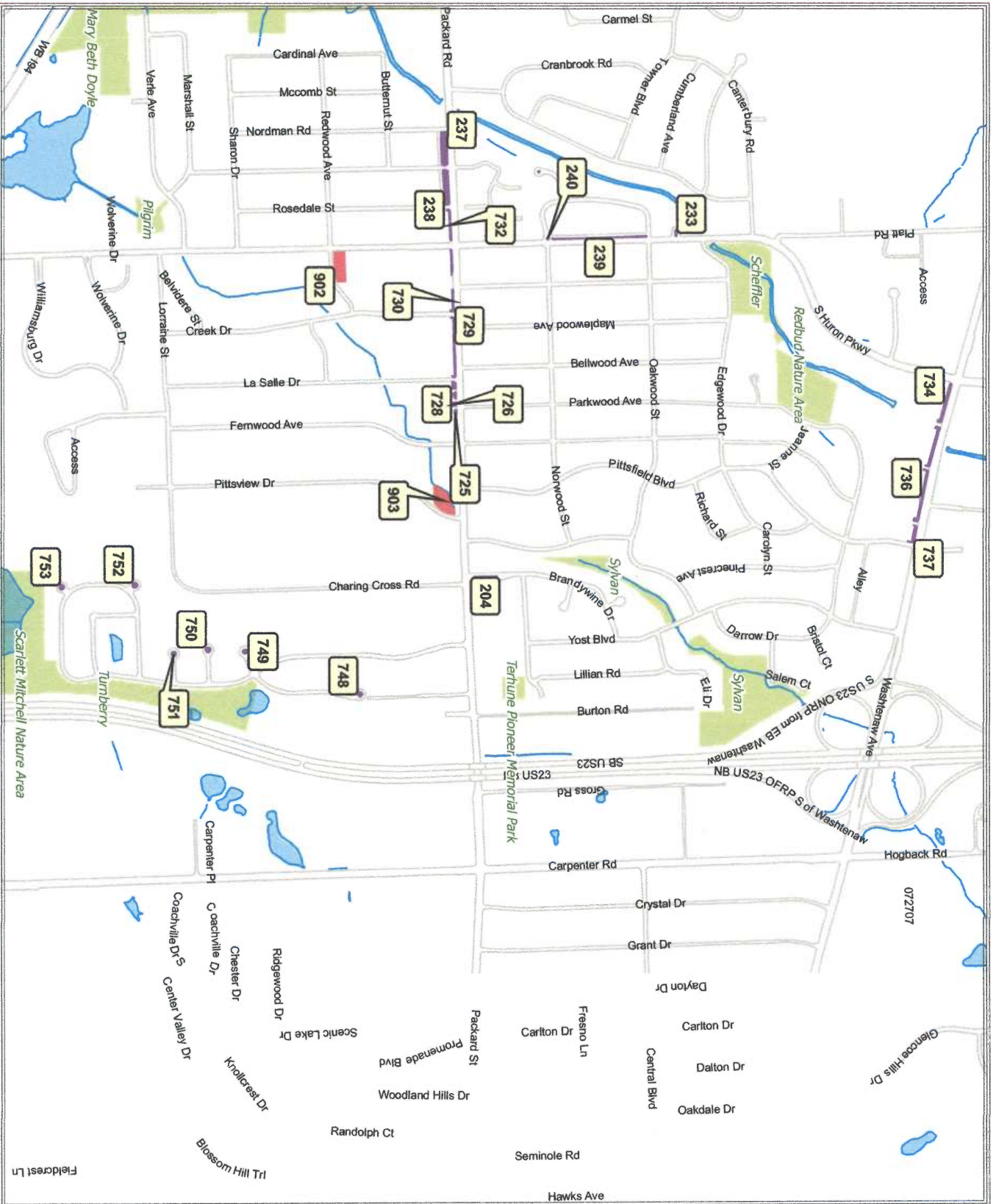
Parks
905

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Traffic Island Locations - SE Section



MAP SE - 2

Islands

204	731
233	732
237	734
238	735
239	736
240	737
241	748
725	749
726	750
727	751
728	752
729	753
730	

Parks

902	903
-----	-----

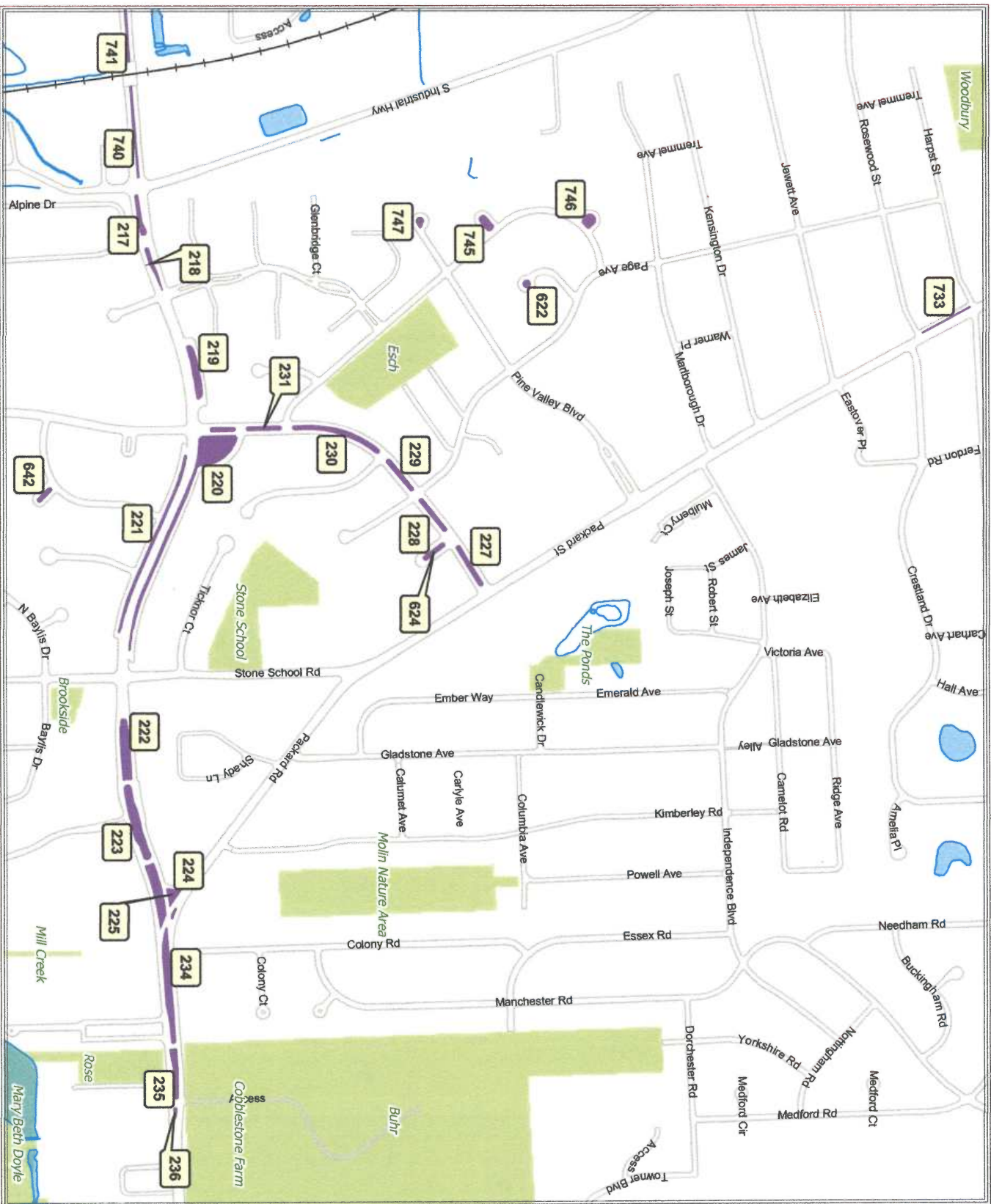
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Traffic Island Locations - SE Section

0 250 500 750 1,000 Feet



MAP SE - 3

Islands

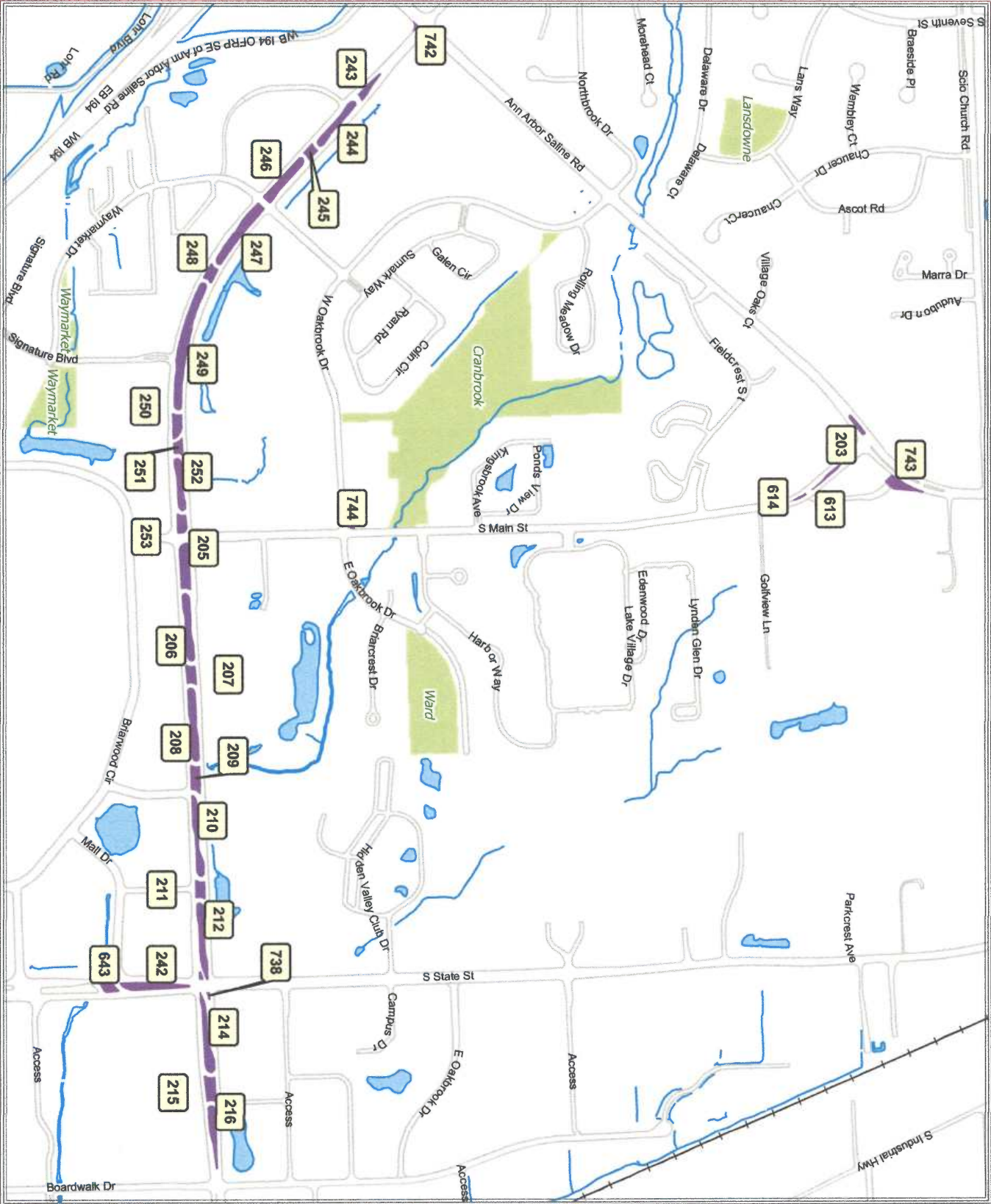
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- 224 642
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- 226 740
- 227 741
- 228 745
- 229 746
- 230 747

- Traffic Islands
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Traffic Island Locations - SE Section



MAP SE - 4

Islands	Islands
203	245
205	246
206	247
207	248
208	249
209	250
210	251
211	252
212	253
213	613
214	614
215	643
216	738
242	742
243	743
244	744

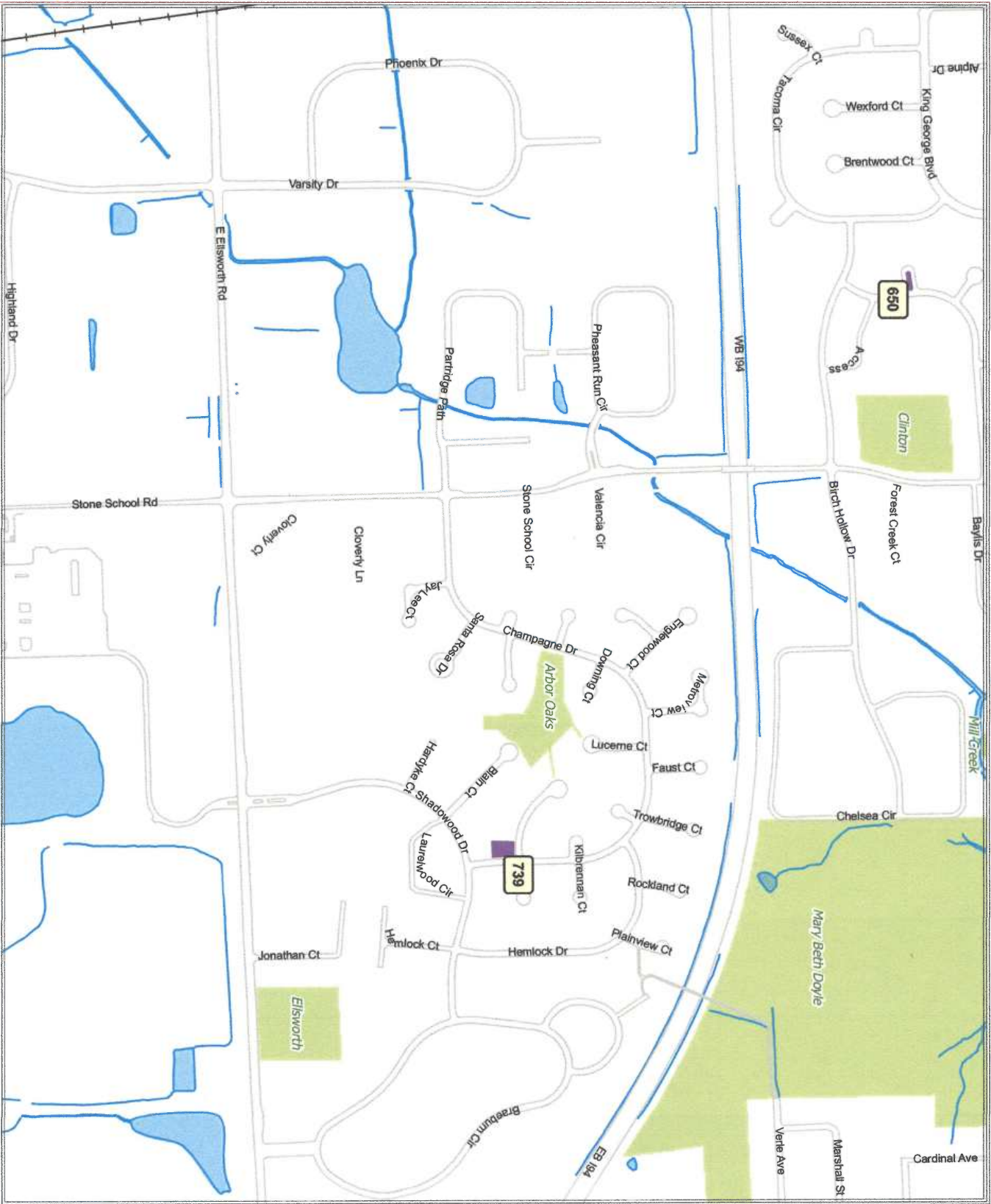
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Traffic Island Locations - SE Section



MAP
SE - 5

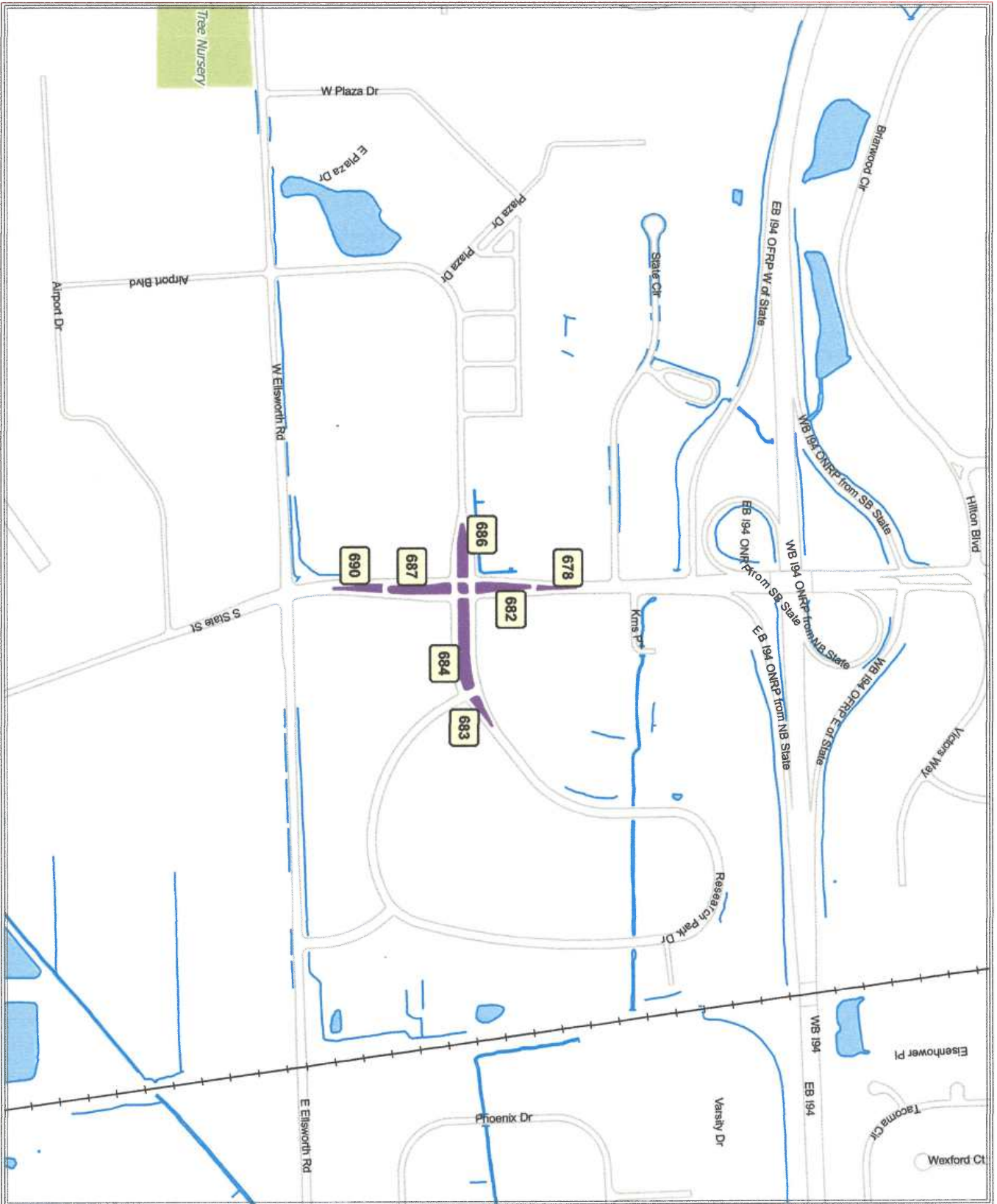
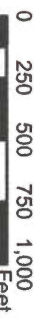
Islands
650 737

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Traffic Island Locations - SE Section



MAP SE - 6

- Islands**
- 678 685
 - 682 686
 - 683 687
 - 684 690

- Traffic Islands
- Parks area to Mow
- Ann Arbor City Parks
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Traffic Island Locations - SW Section



MAP SW - 1

Islands

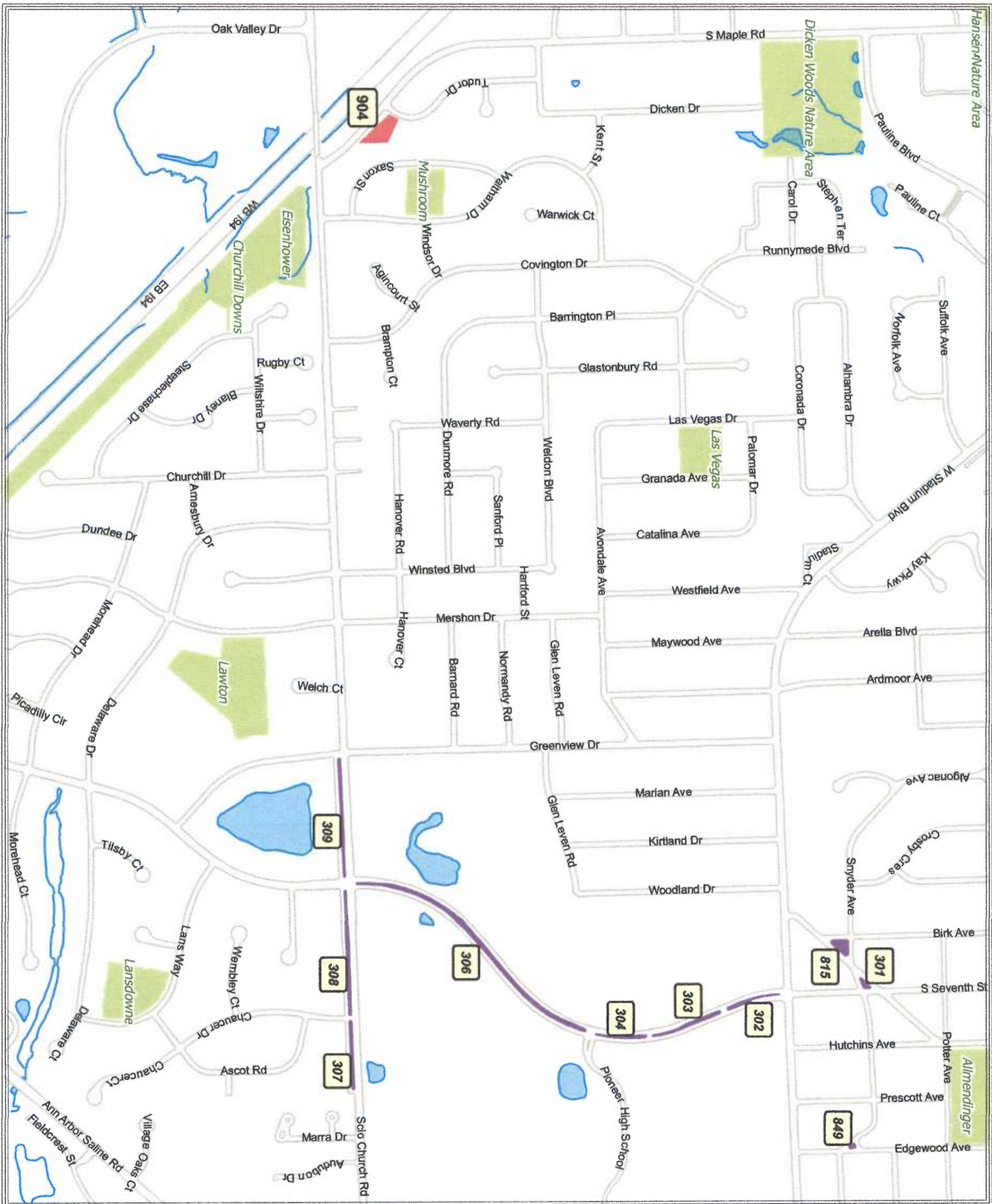
- 801 804
- 802 805
- 803 811

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Traffic Island Locations - SW Section



MAP SW - 2

Islands

- 301 307
- 302 308
- 303 309
- 304 815
- 306 849

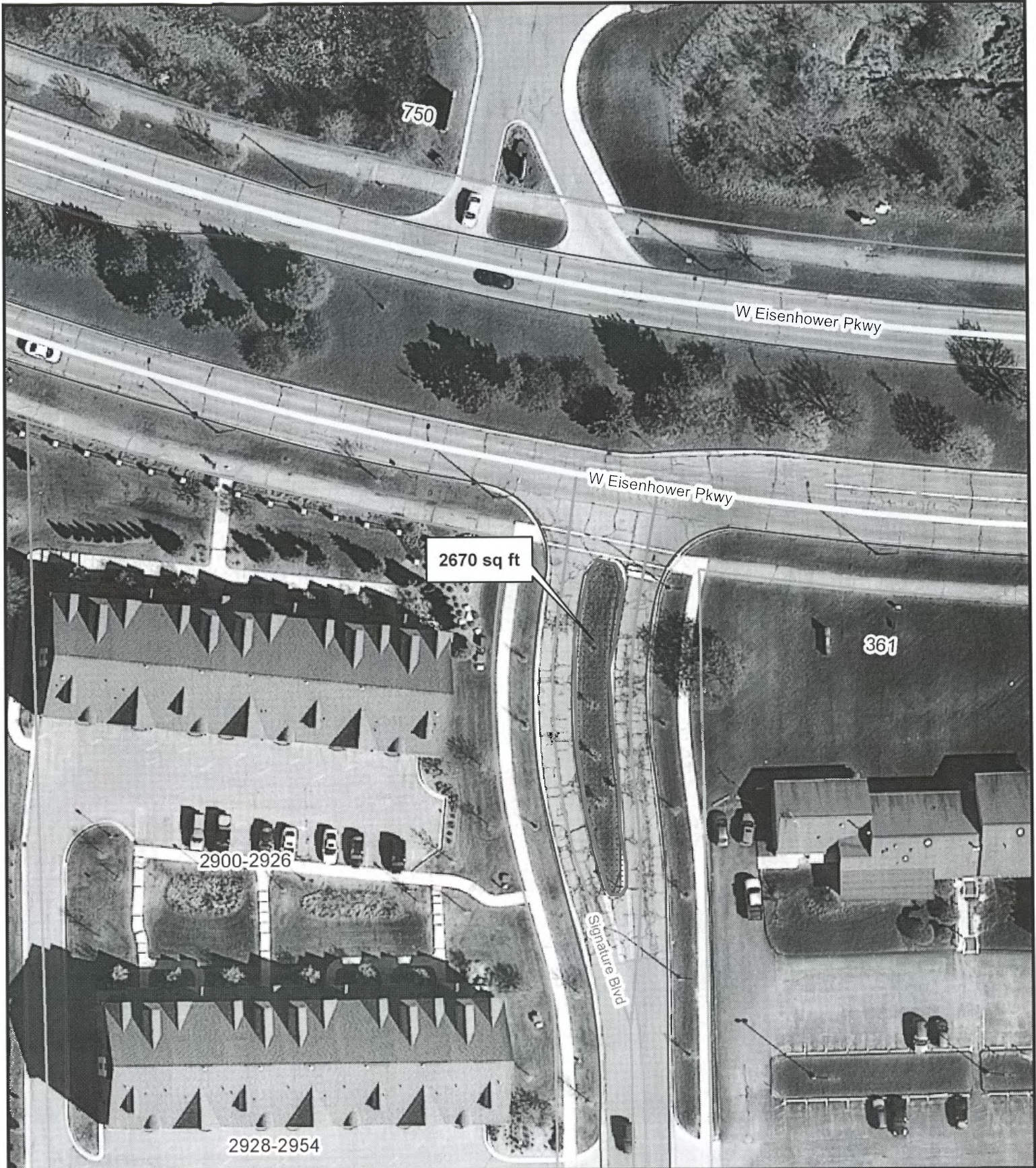
Parks

904

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- Lakes and Ponds

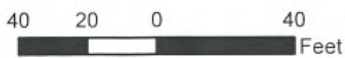


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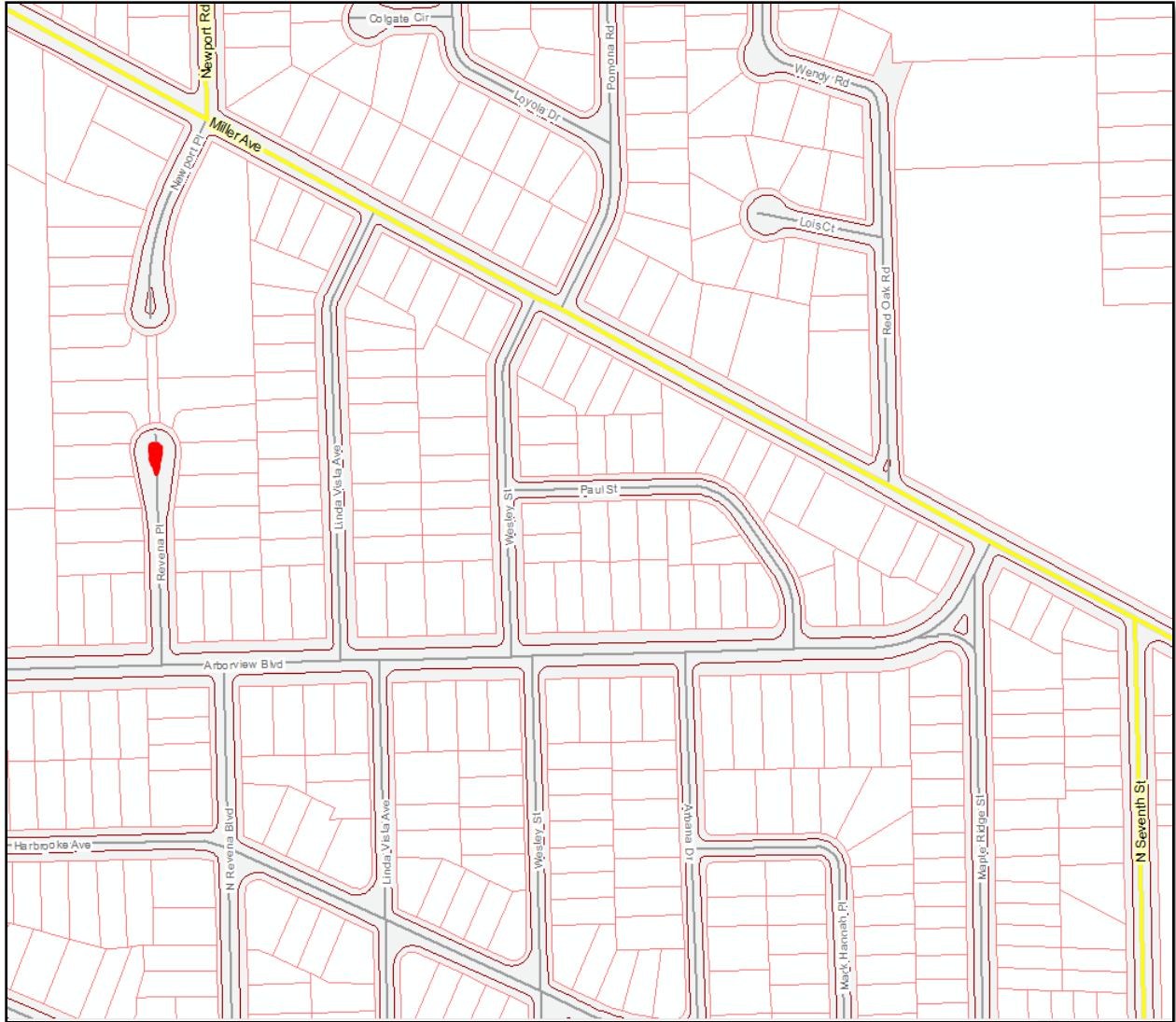
#957 - SIGNATURE & W EISENHOWER

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TRAFFIC ISLAND

--SE-3--



Revena Place Island (Red)

**EXHIBIT B
COMPENSATION**

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

Company: United Lawnscape, LLC

A. TRAFFIC ISLAND MOWINGS

i. **City Traffic Islands**

Traffic Island Mowing as per City of Ann Arbor specifications:

Must mow, trim, and remove litter for fourteen cycles during each growing season at \$ 2,110.00 per cycle x 14 = \$ 29,540.00

For accounting purposes only: \$.0016 per square foot of mowing (cycle).

Pricing for City Traffic Islands includes amount in original bid submitted in 2015 for ITB # 4364 (\$2,090.00 per cycle), plus \$10.00 per cycle each for Revena Place and Signature Boulevard, submitted in 2018.

ii. **Trunkline City Traffic Islands**

Traffic Island Mowing as per City of Ann Arbor specifications:

Must mow, trim, and remove litter for fourteen cycles during each growing season at \$ 350.00 per cycle x 14 = \$ 4,900.00

For accounting purposes only: \$.0016 per square foot of mowing (cycle).

B. WASTEWATER TREATMENT PLANT (WWTP) MOWING

Mow, trim, and remove cuttings, debris and litter at the WWTP approximately 30 times during each growing season:

\$ 340.00 per mowing x 30 = \$ 10,200.00 (approximately 5 acres)

Trim/cut brush, grass, and weeds along the entrance drive three (3) times per growing season \$ 100.00 per trim and/or cut on both sides of WWTP entrance drive x 3 = \$ 300.00

**EXHIBIT C
INSURANCE REQUIREMENTS**

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance and required endorsements shall meet the following minimum requirements.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per Job General Aggregate
\$1,000,000	Personal and Advertising Injury
\$2,000,000	Products and Completed Operations Aggregate

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

- B. Insurance required under A.2 and A.3 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.