

CONTRACT

THIS AGREEMENT is made on the _____ day of _____, 2015, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and Mike Isbell d/b/a Green Vision Lawn & Landscaping ("Contractor")
an individual with an address of 459 West Willis Rd. Saline, MI 48176.

(An individual/partnership/corporation, include state of incorporation and address)

Based upon the mutual promises below, the Contractor and the City agree as follows:

ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled "Seasonal Mowing Services" 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 Contract:

City Nondiscrimination Ordinance	General Conditions
Living Wage Declaration of	Standard Specifications
Compliance Forms (if applicable)	Detailed Specifications
Vendor Conflict of Interest Form	Plans
Bid Forms	Addenda
Contract and Exhibits	
Bonds	

ARTICLE II - Definitions

Administering Service Area/Unit means Public Services

Project means Seasonal Mowing Services, ITB No. 4364

ARTICLE III - Time of Completion

The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.

ARTICLE IV - The Contract Sum

- (A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Forms attached hereto.
- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the City but not required by the Contract Documents. Increases or decreases shall be determined only by written agreement between the City and Contractor.

ARTICLE V - 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.

ARTICLE VI - Choice of Law and Forum

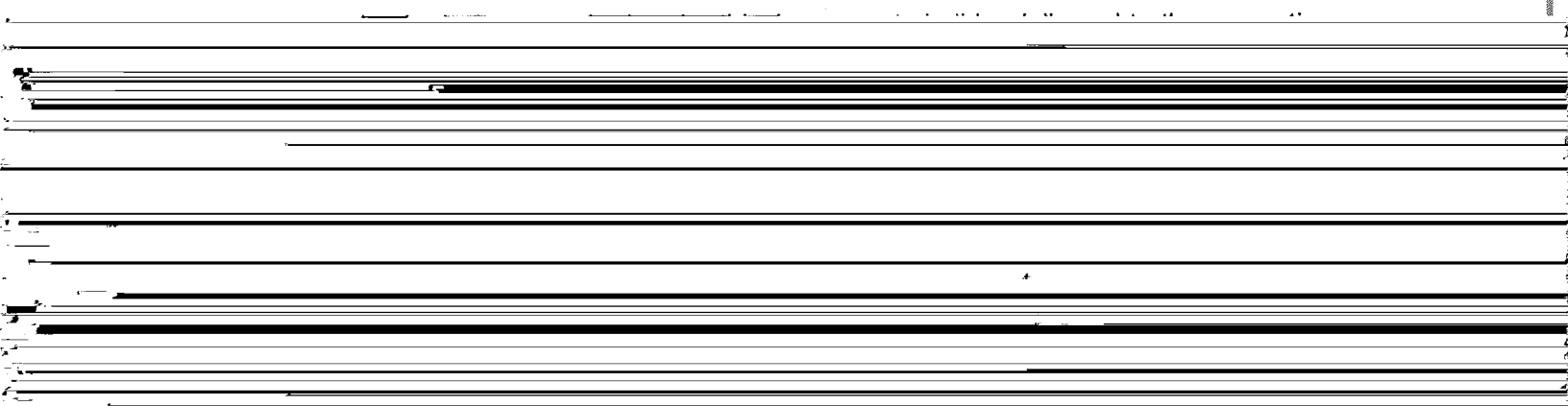
This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, 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.

ARTICLE VII - Relationship of the Parties

The parties of the Contract agree that it is not a Contract of employment but is a Contract to accomplish a specific result. Contractor is an independent Contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the 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 certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. 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 or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

ARTICLE VIII - Notice



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.

ARTICLE IX - Indemnification

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.

ARTICLE X - Severability

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.

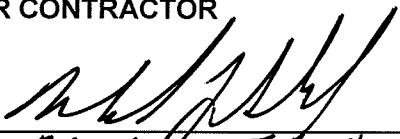
ARTICLE XI - Entire Agreement

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 
Michael Isbell
Its: owner/operator

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Steven D. Powers, City Administrator

By _____
Services Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney



CITY OF ANN ARBOR

Finance and Administrative Services, Purchasing
301 E. Huron Street
P.O. Box 8647, Ann Arbor, MI 48107
Phone: (734) 794-6500
Fax: (734) 994-2777
www.a2gov.org

Spencer, Colin

From: Praschan, Marti
Sent: Tuesday, March 17, 2015 12:29 PM
To: Mike Isbell
Cc: Spencer, Colin; Glenn, Tina
Subject: RE: ITB# 4364 Seasonal Mowing Services (Intent to Award Notice)

Importance: High

Mike,

No, it would not be necessary to invoice separately. You would just include the additional square footage in your billing, which will be included in your contract.

The attachment was just a map of the location with a tag identifying the square footage of the traffic island to be 2,670 sq ft. I could I fax you the map if you like.



Marti Praschan
Financial Manager
City of Ann Arbor
(734) 794-6310 X 43105
mpraschan@a2gov.org

From: Mike Isbell [<mailto:mike@greenvisionoutdoor.com>]
Sent: Tuesday, March 17, 2015 12:25 PM
To: Praschan, Marti
Subject: RE: ITB# 4364 Seasonal Mowing Services (Intent to Award Notice)

Marti,
Attachment is not opening, Would this be a separate invoice for one Island? As of your information received, yes to performing work for this Island.

Mike Isbell
734-216-1104
Mike@GreenVisionOutdoor.com

