Emergency Financial Manager of the City of Ecorse
(Directive No. 019)

ORDER OF THE EMERGENCY FINANCIAL MANAGER OF THE CITY OF ECORSE, COUNTY OF WAYNE, STATE OF MICHIGAN, AUTHORIZING AND APPROVING LAWN MAINTENANCE CONTRACT WITH U.S. LAWNS OF LIVONIA LOCATED AT 15040 DUMAY, SOUTHGATE, MI 48195.

WHEREAS, under the Local Government Fiscal Responsibility Act, Act 72, Public Acts of Michigan, 1990, as amended ("Act 72") and a Contract (the "Contract") between the State of Michigan and Joyce A. Parker, dated October 30, 2009, Joyce A. Parker has been appointed as the Emergency Financial Manager (the "EFM") of the City of Ecorse, County of Wayne, Michigan (the "City") and charged with the power to take actions with respect to the City, including the power to exercise the authority and responsibilities of the Mayor, as Chief Administrative Officer of the City, and of the City Council, as the governing body of the City, concerning the adoption, amendment and enforcement of ordinances or resolutions affecting the financial condition of the City as provided in the Home Rule City Act, Act 279, Public Acts of Michigan, 1909, as amended ("Act 279"); and

WHEREAS, pursuant to Act 72 and the Contract, the EFM, as the Chief Administrative Officer of the City, is authorized to, among other things, make, approve, or disapprove any appropriation, contract, expenditure, or loan for the City as she may deem necessary within her sole discretion to accomplish the purposes of Act 72; and

WHEREAS, the EFM solicited bids for services related to, among other things to perform lawn maintenance services within the City of Ecorse.

WHEREAS, U.S. Lawns of Livonia, a Michigan corporation, duly qualified to provide Lawn Maintenance services in the State of Michigan, submitted the winning bid for lawn maintenance services within the City; and

WHEREAS, the EFM has determined it is the best financial interest of the City to contract with U.S. Lawns of Livonia to provide lawn maintenance services.

WHEREAS, pursuant to Act 72, the EFM desires to authorize the officers, agents and employees of the City, including legal counsel to the City to negotiate the terms of the contract with U.S. Lawns of Livonia but subject to the parameters set forth in the Order, and upon finalization of the contract to authorize the EFM to execute and deliver the contract on behalf of the City.

NOW THEREFORE, BE IT ORDERED BY THE EMERGENCY FINANCIAL MANAGER OF THE CITY OF ECORSE, PURSUANT TO ACT 72 AND THE CONTRACT, THAT:

1. Negotiations of Contract Terms and Preparation of Contract. Pursuant to Act 72, the officers, agents and employees of the City are each hereby authorized and directed to negotiate the terms of a Lawn Maintenance Contract with U.S. Lawns of Livonia to provide lawn maintenance services within the City, in accordance with the bid submitted by U.S. Lawns of Livonia and to cause said contract to be prepared with such modifications that shall be acceptable to the EFM, and approved by legal counsel to the City, subject to the following parameters:

   (a) The contract shall commence on April 30, 2010

   (b) The cost to the City for the lawn maintenance services pursuant to the contract shall be as provided in the proposal submitted by U.S. Lawns of Livonia.

2. Approval, Execution and Deliver of Contract. The EFM is hereby authorized and directed to execute and deliver the final Lawn Maintenance Contract on behalf of the City, and upon execution, the contract shall become a valid and binding contract of the City, in accordance with its terms.

3. Authorization of Other Necessary Action. The Mayor, The Finance Director, the Treasurer and the City Clerk are hereby authorized and directed on behalf of the City to take any and all other actions, perform any and all acts and execute any and all documents as directed by the EFM as shall be necessary or desirable to implement this Order.

4. Repeal. All orders of the EFM, resolutions of the City Council of the City, and parts of resolutions or orders in conflict with this Order are hereby repealed to the extent of such conflict.

SO ORDERED this 27th day of April 2010.

Joyce A. Parker
Emergency Financial Manager
City of Ecorse

4/27/10
Ms. Parker
FYI -
draft being
reviewed
By
City
attorney
Ard

LAWN MAINTENANCE CONTRACT

THIS AGREEMENT made and entered into this _____ day of April 2010, by and between U. S. Lawns of Livonia, 15040 Dumay, Southgate, Michigan 48195, hereinafter called the "Contractor", and the CITY OF ECORSE located at 3869 West Jefferson Avenue, Ecorse, Michigan 48229, hereinafter called the "CITY".

WITNESSETH:

WHEREAS, the parties hereto are desirous of entering into a Contract for Lawn Maintenance services, NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. That the Contractor shall be available to perform lawn maintenance services pursuant to the provisions of the CITY OF ECORSE BID SPECIFICATIONS FOR LAWN MAINTENANCE which is attached hereto and incorporated herein as EXHIBIT "A",
2. That the Contractor shall perform lawn maintenance services on all CITY owned property and other than CITY owned property on an as needed basis as directed by the Director of Public Works.
3. That the rates for lawn maintenance services are governed pursuant to the provisions of City of Ecorse Emergency Financial Manager Directive No. xx-xx-xxx and attached hereto and incorporated herein as EXHIBITS "B", All invoices shall be directed to the attention of the Director of Public Works or his/ her designee at the address designated for the City. The City shall provide payment for Services in a given month by no later than sixty (60) days after the invoice date.
4. That the Contractor shall provide lawn maintenance services to the City pursuant to the terms and conditions of the CITY OF ECORSE BID SPECIFICATIONS FOR LAWN MAINTENANCE and U. S. Lawns of Livonia Bid responses which are attached hereto and incorporated herein as EXHIBITS "A" and "C", respectively.
5. Contractor and its Subcontractors shall comply with the requirements of the Michigan Workers' Compensation law and shall maintain such insurance as will protect Contractor/Subcontractor and the City from claims under that law and from any other claims for personal injury, including death which may arise from acts or omissions under this Agreement, and shall give proof of such insurance and renewals thereof, to the Director of Public Works promptly upon execution of the Agreement and upon insurance renewals, respectively. Notice to the City is required thirty (30) days prior to any change or

cancellation of the policy. Contractor shall carry Comprehensive General Liability Insurance and Comprehensive Automobile liability insurance of not less than the minimum amounts stated in EXHIBIT "A" to cover their operations under this contract as well as other types of insurance required by Federal, State and local laws for the term of this agreement. The City shall be named as an additional named insured on Contractor's policy.

6. Contractor and its Subcontractors shall abide by all Federal, State, County and City laws and regulations and to pay any and all taxes, whether employment taxes, or otherwise, to any taxing authority.
7. The Contractor shall furnish and be solely responsible for all equipment required to perform the lawn maintenance services requested by the City.
8. The Contractor shall commence and complete the requested lawn maintenance services pursuant to the time requirements as may be directed by the Director of Public Works.
9. During the term of this Agreement, Contractor and its designated Subcontractors shall perform its duties and cause all work designated to be completed in a workmanlike manner.
10. Contractor and its Subcontractors shall hold harmless and defend the City , its employees and agents, from and against any loss, claims or damages, injuries, costs or attorney fees arising out of Contractor's/Subcontractor's operations under this Agreement and which are the result of the negligent act, error or omissions, or intentional misconduct of Contractor/Subcontractor; provided, however, Contractor/Subcontractor shall not be responsible for any loss, claims, damages, injuries, costs or attorneys fees resulting, to the extent that such losses which arise or result from the sole negligence of the City or any of its agents, representatives, employees or contractors. Nothing contained herein shall be construed so as to create any benefits and/or rights in any third parties hereto.
11. If Contractor shall fail, neglect or refuse to perform any of its duties of this Agreement, provided that demand to perform any services was first made upon Contractor by the City and after the continuance of any such failure to perform for a period of two (2) business days after written notice thereof is given by the City to Contractor. The City may, but shall not be required to, perform such duties or have such duties performed by another party and charge Contractor all reasonable costs incurred and may deduct such costs from any moneys due, or to become due to Contractor. The City may, but shall not be required to, perform such duties or have such duties performed by another party on an emergency basis.
12. All actions arising under this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

13. This agreement may be terminated by either party hereto upon thirty (30) days written notice to the other party.
14. The term of this Agreement continues in full force and effect for two (2) years, with an option year agreement, at the DPW Director's discretion, which shall commence on the date of execution of this agreement and shall terminate after two years or after the option year of the agreement.
15. Any such change, addition, deletion or modification, including any increase or decrease in the Contractor's compensation or the term of the Contract which are mutually agreed upon shall be incorporated in amendments to this Agreement. No amendment shall be effective and binding upon either the City or Contractor unless it is signed and acknowledged by a duly authorized representative of both parties and is approved in accordance with the then applicable laws of the City of Ecorse.
16. Contractor shall not assign this Agreement or any of its duties or obligations herein to a non-affiliated corporate entity, unless agreed to in advance by the City in writing.
17. This Agreement including any Exhibits attached hereto, which are made a part of this Agreement, contains the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Agreement on the day and year first above written.

IN THE PRESENCE OF:

CONTRACTOR

_____

BY: _____

U. S. LAWNS OF LIVONIA

_____

CITY OF ECORSE

_____

BY: _____

JOYCE A. PARKER,

EMERGENCY FINANCIAL MANAGER

_____

AGREEMENT
City of Ecorse
Bid Specification
For
Lawn Maintenance

EXIBIT "A"

A. General Terms and Conditions

Sealed bids marked "Lawn Maintenance" enclosed
received in the City Clerk's Office until 4:00 pm loc
2010. The bid form shall be filled out in its entirety nd

It is the intent of this contract to provide for the aba
noxious weeds as provided by the code of ordinance
Additionally, Lawn Maintenance will occur at City owned parks, playfields and other City owned property described in these specifications. This will be accomplished by experienced and properly equipped contractor(s) to provide weed cutting services to the City of Ecorse at various locations in the City, in accordance with these specifications.

The work includes but is not limited to lawn maintenance on all City owned property and on an as needed basis as directed by the City for other properties. The bid price for the City owned property shall include all costs for work required by the specification on a seasonal basis (April through October). The bid price for other than City owned property shall be stated in a price per hour. All other than City owned property is located within the city limits of Ecorse and will be cut on as needed basis directed by the Department of Public Works (DPW) Director or his/her designee. The price per hour shall include only actual mowing time. Payment for these costs will be made by submittal of a detailed monthly invoice including the location of the property, time of start and stop of mowing and approval of the City of Ecorse DPW Director. The City of Ecorse reserves the right to inspect all workmanship and to order the bidder to remove a lawn submitted for payment from its invoice without additional cost to the City if not done in a satisfactory method.

The City of Ecorse reserves the right to reject any and all bids, waive irregularities in any bid and to make an award in any manner deemed to be in the best interest of the City of Ecorse.

B. Bidder Qualifications

Bidders shall be known to be skilled and regularly engaged in work of similar nature. They shall have experience in commercial lawn maintenance.

Bidders shall furnish recent client and/or reference lists complete with contact name, address and telephone numbers of clients similar to the City of Ecorse. Additionally, bidders shall be required to submit a certification statement setting forth such information as the City may require concerning prior experience and performance record, other work now under contract, financial condition, personnel and other information as the City deem necessary in order to determine the bidder qualifications, responsibility and ability to perform and complete the work in accordance with these contract requirements. The contractor shall fulfill these requirements during the life of the contract at intervals as required by the City.

Bidders shall also demonstrate their possession of the necessary equipment to perform according to contract requirements through written proof of ownership, lease or under conditional purchase order or lease. Conditional purchase order or leasing agreement must have a promise delivery date or effective date, which is prior to the contract starting date.

C. Responsibility of Bidder

The bidder is responsible for examining the sites and conditions of work. No claims for additional payment or pleas regarding the inability to perform shall be entertained, if based on alleged ignorance of existing or reasonable expected conditions.

D. Requirements of the Contractor

The contractor shall furnish all labor and machinery necessary to accomplish the work required under this contract. A minimum of four (4) tractors working in the City during each cutting period and necessary labor to perform cleaning and training shall be guaranteed by the contractor. The contractor shall reimburse, repair or replace and restore any cultivated area damaged by careless or accidental use of their equipment. Contractors shall also repair or replace any fences, signs, sidewalks, buildings, poles or any other property damaged or destroyed by careless accidental use of contractor's equipment or machinery in the performance of the contract.

Contractor shall remove and dispose of all debris including, but not limited to, grass cuttings, and litter and other small amounts of debris prior to and after leaving the work location in addition to items defined below.

Definition:

Debris - Remains of something broken, destroyed or discarded

Litter - Substance placed or allowed to remain on the ground or any other manner consisting of a nuisance on vacant, public or private property.

Rubbish - Solid waste including combustible and non-combustible waste such as glass, cardboard, concrete, cans, wood, bedding, crockery, rubber, rags, leather, auto parts, tires, furniture, appliances, roofing material, shrubbery, tree branches, etc.

Equipment

The contractor shall accompany the bid with written evidence of ownership, lease or bonafide purchase agreement per specifications under bidder's qualifications. All machinery and equipment shall be in good working condition and shall be maintained that way for the life of the contract. Equipment shall meet the requirements of the State and City laws and regulations. The City reserves the right to inspect and approve any and all equipment that the contractor intends to use in the performance of the contract. Inspections can be performed anytime during the life of the contract.

The contractor shall provide equipment equivalent to as listed below for vacant lots.

Utility Tractor	
Engine HP	44 or greater
PTO HP	38 or greater
Rotary Cutter	
Width	5 ft. or greater
Cutting Height	3" or less

The contractor shall also provide equipment capable of cutting grass at vacant houses, which shall be of such size as to cut all areas around the houses, front and back yards. The contractor shall remove and dispose of all debris around the houses.

E. Work Schedule

Grass cutting may start at 7:00 a.m. and may not continue past 7:00 p.m., Monday through Friday. Saturday work may be performed with the permission from the DPW Director or his/her designee.

F. Time Limit for Completion of Cutting

Each mowing cycle shall be completed before four (4) weeks. If the contractor fails to complete the mowing within the allotted time, the City will assess a penalty of $100.00 per calendar day until the cut is complete. If the contractor continues to fail to perform under this contract, the City will have the right to hire another contractor to complete the job. Any expenditure will be charged to the contractor, along with the penalty.

G. Subcontractors

The DPW Director must review the written scope of work of each proposed subcontractor. Written approval must be received from the DPW Director prior to the subcontractor starting work

H. Contractor Authority To Start Work

The contractor shall begin work after receiving "Notice to Proceed" by the DPW Director. The contractor must start work within one week upon receipt of "Notice to Proceed".

I. Insurance

The successful bidder (Contractor) shall carry public liability and accident insurance to cover their operations under this contract as well as other types of insurance required by federal, state and local laws for the term of this agreement. The Contractor shall provide the City with a copy of the insurance coverage indicated each contract year.

As a minimum, the insurances shall be in the following amounts:

1. Employee Liability	$ 100,000
2. Comprehensive Liability Bodily Injury including death	$ 500,000 per occurrence

3. Property Damage	$ 100,000 per occurrence
4. Aggregate Comprehensive Motor Vehicle	$ 200,000
5. Vehicle Liability	$ 250,000 each person
6. Bodily Injury including death	$ 100,000 each occurrence

The City shall be named as an additional insured on the Contractor's policy and be held harmless. The City shall have the right to change, amend, increase, decrease, modify, add or delete any requirements at its sole discretion during the life of the agreement

J. Award of Contract

Awards shall be made based on qualified low bid and the capacity of the successful bidder to perform as stated in these specifications and determined by the DPW Director and the Emergency Financial Manager.

K. Payment

The Contractor shall make monthly billings during the season. Separate billings shall be made for City owned property and the other than city owned property. The billing for other than city owned property shall list the address of the property, start and finish times and approval signature of the DPW Director or his/ her designee. The Contractor shall be responsible to pay all payroll taxes and the other taxes levied against payroll by municipal, state and federal agencies.

L. Completion of Work

The work shall be completed in a timely manner as listed below. When directed by the City, the other than City owned property shall be mowed within a period of one week.

M. Technical Specification

1. City owned properties are as listed below:
    a. City Hall located at 3869 W. Jefferson Avenue (approximately 0.4 acre)
    b. Ecorse Municipal Field located at Cicotte and High Street (approximately 6.5 acre)
    c. Eli Ciungan Park located at Cicotte and Pepper Road (approximately 2.0 acre)
    d. Dingell Park located at Jefferson Avenue and Southfield Road (approximately 2.0 acre)

e. Ecorse Municipal Boat Launch and Senior Citizen Park located at Jefferson Avenue and Mill Street (approximately 1.0 acre)
f. Playground located at Glenwood and Ironton (approximately 0.3 acre)
g. Playground located at Bell and Visger (approximately 0.3 acre)
h. Playground located at Cherrygrove and Eliza (approximately 0.6 acre)
i. Playground located at Suburban and Fourth (approximately 1.0 acre)
j. Playground located at Cicotte and Beach (approximately 2.0 acre)
k. Playground located at Outer Drive and Fifteenth (approximately 0.7 acre)
l. Playground located at Frances and Eighth (approximately 0.4 acre)
m. Ecorse Public Library
n. Ecorse Pump Station/Zukonik Park
o. The contractor shall also cut other lots owned by the City or as directed by the City representative. The estimated number of lots is approximately 200 - 250 lots – approximately 30' x 100'. These lots will be paid on a per lot basis as shown on the Bid Sheet.

The bidder shall be responsible to visit each location to ascertain the amount of work required to accomplish the work required by this specification.

2. The work to be performed at the City Hall site shall as a minimum include the following:
   a. Maintaining Sprinkler System including keeping all sprinkler heads in service, turning on and adjusting sprinkler system in the spring and winterizing sprinkler system in the fall. Adjust sprinkler system to correspond to seasonal requirements. Sprinkler heads shall be replaced at current employee hourly rate plus material costs.
   b. Installing at the beginning of the season fresh City approved mulch around all shrubs, trees and flowerbeds and maintaining all beds free from weeds during the season.
   c. Planting 100 flats of annuals during the month of May in designated areas. Removing of annuals at the end of the season.
   d. Apply broadleaf weed control in April and May, control weeds during the season.
   e. Apply pre-emergent crabgrass control in the fall.
   f. Fertilized lawn minimum 3 times per growing season.
   g. Mow lawn weekly including edging at paved areas and trimming along building, post etc.
   h. Remove all lawn clippings from lawn and paved areas.
3. Work at the Dingell Park shall include as a minimum, the following:
   a. Installing at the beginning of the season fresh approved mulch around all shrubs, trees and flowerbeds and maintaining all beds free from weeds during the season. The Contractor shall be required to establish these beds at Dingell Park. The flowerbed shall be large enough to plant 100 flats of annuals and shall be located around the flagpole. The beds around shrubs and trees shall be at least 3 feet in diameter.
   b. Planting of 100 flats of annuals during the month of May. Removing annuals at the end of the seasons. Maintaining annuals including watering on an as needed basis during the growing season.
   c. Mowing the lawn on a two-week basis or when the grass height exceeds 4 inches.

d. Fertilize lawn 3 times per growing season.
e. Area around flagpole to be watered using sprinkler head.

4. Work on the rest of City owned property shall include as a minimum as follows:
   a. Mowing lawn on a weekly basis or when the grass exceeds 4 inches.
   b. Library to be fertilized and edged as City Hall.
5. Work on other City owned property shall include as a minimum as follows:
   a. Mowing of lawn when directed by the City of Ecorse DPW Director.

N. Anti-Discrimination

The Contractor shall not discriminate against any employee or applicant for employment in the performance of this contract, with respect to their hire, tenure, terms, conditions or privileges of employment, because of their race, color, religion, national origin or ancestry. The Contractor shall require a similar covenant on the part of any sub-contractor employed in the performance of this contract.

EXHIBIT
"B"

EFM DIRECTIVE

City of Ecorse
3869 W. Jefferson
Ecorse, Michigan 48229
Bid Form For
Lawn Maintenance

(A) Lawn Maintenance Bid
for City Owned Property
(items H 1, a – n)

2010 Season

2011 Season

2012 Option* Season

EXHIBIT "C"

(B) Lawn Maintenance Bid
for other than City Owned
Property based on a price for
Hours on as needed basis when
Directed by the City.

$ _____ per ...
2012 Option* Season

(C) Lawn Maintenance Bid
City Owned Lots 30'x100' (approx)
Estimated at 50-60 lots
(item H1, o)

Bid Price
$ _____ per lot
2010 Season
$ _____ per lot
2011 Season
$ _____ per lot
2012 Option* Season

*The Option year (season) shall commence at the DPW Director's discretion. Either party may terminate the agreement upon thirty (30) days written notice to the other party.

Respectfully submitted,

Firm Name: _____

Address: _____

_____

_____

Telephone No: _____

Submitted by: _____
Authorized Representative Signature Date