

**Battle Creek Tax Increment Finance Authority (BCTIFA)
Fort Custer Roadside Mowing Contract with Diamond Edge Lawncare, LLC.**

Lawn Care Service Dates:

- April 1 through Oct 31: \$4500

Contract Terms:

- The term of the contract will be for three years, beginning November 1, 2019, with two (2) one (1) year optional extensions thereafter.

Contract Termination:

- The contract may be terminated by a written 30-day notice to the other party. In the event of termination, payment will be made only for time charges and expenses incurred through the termination date.

Type of Contract:

- This contract will grant exclusive rights to the selected contractor for lawn maintenance.

Payment:

- The firm shall be paid on a monthly basis by the BCTIFA via the City of Battle Creek. Invoices should be made out to the BCTIFA and sent to 4950 W. Dickman Road, Suite 1, Battle Creek, MI 49037.

Insurance:

- The firm will represent that it now carries and will continue to during the term of this agreement to carry Workers' Compensation as required by statute, Comprehensive General and Contractual Liability and Automobile Liability Insurance in the gross amount, including any umbrella policies of not less than \$1,000,000. The comprehensive general liability policy shall list Battle Creek Unlimited/Battle Creek Tax Increment Finance Authority as an additional insured to protect its interests.
- The firm shall provide Battle Creek Unlimited (BCU) certificates as evidence of the aforementioned insurance. Such certificates shall state that the insurance carrier will give BCU/BCTIFA (30) days prior written notice of any cancellation of or material changes in such policies

Indemnification:

- The contractor/firm shall indemnify, defend, and save BCU/BCTIFA and its subsidiaries harmless from and against any and all claims, demands, suits, actions, or proceedings of any kind or nature, in any way resulting from acts or omissions of the contractor or any of its agents, employees, boards, commissions, divisions, departments, or authorities in performing obligations under this agreement/contract. Each party to this agreement/contract agrees that any bond or insurance protection required by this agreement/contract or otherwise provided shall in no way limit the terms of this indemnification provision. In case of any action or proceed brought against BCU/BCTIFA or its subsidiaries by reason of any such claim, suit, action, or demand, upon prompt notice from BCU/BCTIFA, vendor/contractor/firm covenants to defend such action or proceeding by counsel that is reasonably satisfactory to BCU.

Accident Prevention:

- The firm shall exercise proper precaution, always, for the protection of persons and property and shall be responsible for all the damages to persons or property either on or off the site, which occur as a result of his fault or negligence in connection with the prosecution of the work. The safety provisions of applicable laws and OSHA standards shall be observed, and the contractor shall take or cause to be taken such additional safety and health measures as BCU/BCTIFA may determine to be reasonably necessary.

Contract Agreement/Project Description:

Mowing Type II Areas:

- Provide all labor, materials, and supplies to perform lawn care maintenance within Fort Custer Industrial Park.
- Mowing will be routine and done once weekly or as needed in some areas.
- Mowing of turf areas (Type II) within Fort Custer Industrial Park. This includes all open-spaces and Fort Custer roadsides (except where property is owned), vacant lots, road right-of-way, expansion area (near Newtown Ave.) and the traffic island at Skyline and Hill Brady Road. All green space right-of-way and vacant lots located in the Fort Custer Industrial Park are to be maintained as Type II. These areas are identified in the attachment marked Exhibit A,
- All mowing and trimming in these areas are to be performed when the field vegetation obtains a height of 3" and/or as shrubs need trimming. A minimum of 15 feet width from the curb is required in most areas; however, some areas require a wider range than 15 feet.
- All fire hydrants to be kept free of brush and weeds and shall be visible always.

Clean-Up Type II Areas:

- Contractor shall remove all small downed trees, shrubs, and limbs and dispose of them in designated area. Contractor shall also pick up trash, small debris, and litter prior to mowing.

Fort Custer Industrial Park Signs (orange and black):

- The stone area (located inside the aluminum edging) is to be maintained with weed/grass killer. The area around the outside of the aluminum edging is to be trimmed not sprayed regularly.

Battle Creek Tax Increment Authority Acceptance:

Bridgette Jones

Date:

10/31/2019

Diamond Edge Lawncare, LLC Acceptance:

[Signature]

Date:

10/31/2019