



DOWNTOWN DETROIT PARTNERSHIP, DETROIT, MI
REQUEST FOR PROPOSAL FOR STREET LANDSCAPE SERVICES
DOWNTOWN DETROIT BIZ and MIDTOWN DETROIT

AMENDED

**CONTRACT FOR LANDSCAPE PLANNING, INSTALLATION, IRRIGATION AND MAINTENANCE
OF DOWNTOWN DETROIT BIZ and MIDTOWN DETROIT**

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MI

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SECTION I- RFP INFORMATION

1. Invitation

The Downtown Detroit Partnership (“DDP”) is pleased to invite you to submit a proposal in response to this Request for Proposals (“RFP”). DDP is seeking a trusted partner to deliver high quality landscaping and irrigation services in the Downtown Detroit BIZ, Midtown Detroit, and New Center areas of Detroit, MI (the “Services”). The Services to be performed are outlined below, along with the anticipated dates for execution of a contract with the selected Vendor. The anticipated Contract form (the “Contract” or “Contract Draft”) is provided as Appendix A.

The Vendor will commence the Services upon execution of the Contract. The Contract provided in Appendix A is a draft form subject to further review and revision by DDP prior to execution. DDP shall not be bound to the terms of any aspect of the Contract Draft. The final acceptance of any successful proposal shall be subject to, and contingent upon, the negotiation between the parties of a Contract in form and substance acceptable to DDP. **Nevertheless, Respondents should review the Contract Draft and be familiar with all the terms and conditions set forth therein prior to submitting your proposal. Any exceptions to the contract draft shall be noted in both Stage One and Stage Two responses.**

DDP reserves the right, at its discretion, from time to time, to postpone the date for submission and opening of proposals. In the event of a postponement, Respondents will be notified by email to the email address. Any proposal submitted prior to such notice may be withdrawn without penalty.

2. Program Outcomes

Successful implementation of the Downtown Detroit BIZ and Midtown Detroit Landscaping Program will result in the following:

1. A physically attractive environment that is appealing to existing and new businesses, employees, residents and visitors;
2. A program that provides high quality services throughout the year; and
3. Ongoing implementation of environmentally and fiscally sustainable practices in the daily implementation of the program.

3. RFP Summary

General. This summary of terms, deadlines and requirements specific to the RFP is set forth for your immediate reference and convenience only. It does not set forth all of the requirements of this RFP but should be read in conjunction with the Services to be performed (Part II), the Submission Requirements (Part III), and the Appendices (Part IV) to the RFP. You should review and become familiar with all parts of the RFP prior to drafting your Submission.

Specific Terms, Deadlines and Requirements.

Program Information

Name of Program: Downtown Detroit BIZ and Midtown Detroit Landscaping Program

Service Areas: The primary service area is consistent with the boundaries as described in Appendix B, Exhibit 2.

Type of Services: Implementation and ongoing management of an urban street landscape

and park maintenance program, as more specifically described in the Contract (Appendix A).

Vendor Information

Type of Vendor: Provider of outdoor street and park landscape services in contexts similar to the areas in Appendix B, Exhibit 2.

Vendor Team: The Vendor shall retain, supervise and coordinate the activities of as few or as many sub-contractors as necessary to provide all the Services, or a portion of the services, as described herein (the lead Vendor and sub-contractors shall be collectively referred to as the “Vendor Team”). DDP shall award one contract for management and oversight of all or a portion of services to more than one vendor as described in the Scope of Services (Appendix B, Exhibit 1) of the RFP. An interested party may partner with other firms that offer complimentary services in order to provide the full spectrum of services required. If a partnership is established, Vendor must have a primary contracting entity and designate the other(s) as a subcontractor(s).

Experience Required: The Vendor Team shall be collectively experienced in the following:

Demonstrated ability to perform outdoor public space, street medina, and park landscaping; including coordinating, scheduling, management, procurement of equipment and supplies, monitoring, reporting and general attention to detail.

Working in highly visible public environments with accountability to multiple stakeholders;

Providing services with a high level of customer service, including national best practices of monitoring and reporting;

Devising innovative solutions to proactively address problems and flexibility in redesigning programs to be responsive to changing conditions over time;

Purchasing, maintaining and replacing adequate levels of equipment, supplies and facilities in order to effectively deliver services; and

Recruiting staff and purchasing equipment and supplies with the objective of supporting locally-based employees and companies.

Contract Information

Anticipated Contract Execution Date: February 26, 2024

Anticipated Contract Term: Three (3) year, with option to extend annually up to One (1) year.

Anticipated Contract Form: Cost Plus

Pre-Proposal Meeting: *All interested Respondents must attend a pre-proposal meeting.* Interested Respondents will have the opportunity to ask clarifying questions regarding this RFP. Responses to all preliminary questions and a list of firms attending the meeting will be provided to all interested Respondents.

Date: Tuesday, January 9, 2024

Time: 9:00am-10:00am

Meeting Place: Microsoft Teams -

Meeting ID: 298 397 201 117

Passcode: wxeePw

Confirm Meeting Attendance Contact Person: Ryan Epstein and Elise Fields

Confirmation Email Address: ryan.epstein@downtowndetroit.org and elise.fields@downtowndetroit.org

SECTION II- SERVICES TO BE PERFORMED

This RFP is for the provision of street and park landscaping services in several locations within the City of Detroit, Michigan. The Vendor shall perform the Services as described in the Scope of Services (Appendix B, Exhibit 1). **Prior to submitting your Submission, please be sure to review and fully understand the Scope of Services.**

The Scope of Services will entail the design, implementation, maintenance and refinement of street landscaping services within the Downtown Detroit BIZ and Midtown Detroit Areas Depicted in Appendix B, Exhibit 2. The Scope of Services will also entail ongoing monitoring, reporting and program adjustments in order to provide the best customer service to DDP and other stakeholders.

1. Staffing

Personnel. The Vendor shall, at its own expense, employ all personnel and retain all Subcontractors (including the subcontractors on the Vendor Team, if any) as required to perform the Services, and shall be solely responsible for their work, compensation, direction and conduct during the Contract Term. The Vendor and its Subcontractors will be expected to cooperate fully with DDP personnel. All personnel selected by the Vendor as required under the Contract shall be employees or approved Subcontractors of the Vendor and not of DDP.

Subcontractors. To the extent that the Vendor is authorized under the Contract to enter into subcontracts for specialized services in connection with the performance of the Services, such authorization shall be subject to the prior written approval by DDP of such Subcontractor

(other than members of the Vendor Team which have been previously approved), the Scope of Services, compensation and the principal responsible for supervising the performance of the Subcontractor's activities. The Vendor, and not DDP, will be responsible for the Subcontractor's work, acts and omissions.

Person in Charge. The Respondent shall identify the member of the Vendor Team's staff who will have primary responsibility to supervise and coordinate the performance of the Services.

2. Compensation

Subject to and in accordance with the final terms of the Contract, DDP shall compensate the selected Vendor as follows:

In General. Under the Contract, DDP will agree to pay to the Vendor the Maximum Compensation over the Contract Term to be negotiated between DDP and the selected Vendor. The Maximum Compensation shall be payable as provided in the Contract.

Payments. In order to receive payment for Services, the Vendor will be required to submit a monthly Invoice setting forth in detail, for the period for which payment is requested, the Services actually rendered during that period itemized by location and the amount of payment requested and due therefore. Invoices may not be submitted more than once per month. All Invoices shall be subject to DDP's review, verification and approval. All payments shall be conditioned upon DDP's sole determination that all Services have been performed satisfactorily and in accordance with the terms of the Contract. Services performed within the BIZ Area shall be invoiced separately from those performed in the Contract Areas.

Sales and Use Tax. DDP is exempt from state and local sales and use taxes. SUCH TAXES SHALL NOT BE INCLUDED IN PROPOSALS or in invoices submitted under the Contract. Unless otherwise agreed in writing, Vendor shall pay any and all taxes, excises, assessments or other charges of any kind levied by any governmental authority in connection with the Contract and any Services provided thereunder including, but not limited to, any such governmental charges of any kind levied on the production, transportation, sale or lease of any equipment, supplies, materials or other property or services of any kind used or transferred in the performance of the Services. Vendor and all members of the Vendor Team shall hold DDP harmless from the payment of any and all such taxes, contributions, penalties, excises, assessments or other governmental charges. DDP will provide the selected Vendor with appropriate sales and use tax exemption certificate evidencing DDP's tax-exempt status.

Contract conditions

In General. The acceptance of any proposal and selection of any Vendor shall be subject to, and contingent upon, the execution by DDP of a Contract substantially in the form of the Contract Draft annexed hereto. DDP shall not be bound to the terms of the Contract Draft

but shall use such form as a basis of negotiating a final Contract with the selected Vendor, if any.

Specific Terms. The Contract shall contain, among other terms, certain provisions required by law and by policies of DDP including, without limitation, the following providing that the Vendor:

shall defend, indemnify and hold harmless DDP, DDI and the BIZ against any claims or damages relating to its acts and omissions;

shall maintain financial and other records relating to the Contract, including, without limitation, payroll records, for a period of seven (7) years from the end of the Contract Term, and shall make such records available for inspection and audit;

shall maintain insurance (as specified in Appendix B of the Contract) with insurers licensed or authorized to provide insurance and in good standing in the State of Michigan, such policies to be in a form acceptable to, and include any conditions reasonably required by DDP, and naming DDP, DDI, the BIZ and Midtown Detroit, Inc. (MDI) as additional insureds;

shall be licensed to conduct business in the State of Michigan;

shall represent and warrant that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Services as set forth in the Contract. Further, the Vendor must agree that it shall employ no person having such a conflict of interest in the performance of the Services; and

shall agree to Wayne County as the venue in any legal action or proceeding between the Vendor and DDP.

Respondents are directed to the Contract Draft (Appendix A) for the exact language of the provisions referred to in the foregoing paragraphs.

General Conditions, Terms, Limitations and Requirements

Proposal as Offer to Contract. Unless a specific exception is noted, submission of a proposal in response to this RFP shall constitute an offer on the part of the successful Respondent to execute the Contract substantially in the form annexed hereto. Any supporting documents or other items attached as exhibits to this RFP shall be incorporated into the Contract. The successful Respondent shall cooperate in supplying any information as may be required. Respondent's proposal shall remain open for acceptance by DDP and shall remain firm and binding upon the respondent for at least 90 days after the date on which the proposals are received by DDP, except that DDP may by written notice to the Respondent extend that date for an additional 45 days.

News Releases. Recipients of this RFP shall make no news or press release pertaining to this RFP or anything contained or referenced herein without prior written approval from DDP. All news and press releases pertaining to this RFP must be made in coordination with DDP.

Investigations/Derogatory Information. The Respondent, the members of its Vendor Team, and all officers, principals, principal shareholders, partners and members thereof, if applicable, may be requested to complete a background questionnaire and may be subject to investigation by DDP. The selection of a Respondent may be rejected or revoked in DDP's sole discretion in the event any derogatory information is revealed by such investigation including, without limitation, that any such persons is determined:

to have been convicted of a misdemeanor and/or found in violation of any administrative, statutory or regulatory provisions in the past five (5) years;

to have been convicted of a felony and/or any crime related to truthfulness and/or business conduct in the past ten (10) years;

to have any felony, misdemeanor and/or administrative charges currently pending;

to have received written notice of default in payment to the City of Detroit of any taxes, sewer rents or water charges, unless such default is then being contested with due diligence in proceedings in a court or other appropriate forum; or

to have received written notice of violations from the City of Detroit Buildings, Safety Engineering and Environmental Department (BSEED) or Human Resources Department.

Freedom of Information Act. All Submission(s) submitted to DDP in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Act, Act 442 of 1976 (MCL 15.231 et seq.) ("FOIA"). A Respondent may provide in writing, at the time of its Submission(s), a detailed description of the specific information contained in its Submission(s) which it has determined is a trade secret and which, if disclosed, would substantially harm such entity's competitive position. This characterization shall not be determinative but will be considered by DDP when evaluating the applicability of any exemptions in response to a FOIA request.

Costs. DDP shall not be liable for any cost incurred by the Respondent in the preparation of its Submission(s) or for any work or services performed by the Respondent prior to the execution and delivery of the Contract. DDP is not obligated to pay any costs, expenses, damages or losses incurred by any Respondent at any time unless DDP has expressly agreed to do so in writing.

DDP Rights. This is a "Request for Proposals" and **not** a "Request for Bids." DDP shall be the sole judge of whether a proposal conforms to the requirements of this RFP and of the merits and acceptability of the individual proposals. Notwithstanding anything to the contrary

contained herein, DDP reserves the right to take any of the following actions in connection with this RFP:

- amend, modify or withdraw this RFP;
- waive any requirements of this RFP;
- require supplemental statements and information from any Respondents to this RFP;
- award a contract to as many or as few or none of the Respondents as DDP may select; to award a contract to entities who have not responded to this RFP;
- accept or reject any or all proposals received in response to this RFP;
- extend the deadline for submission of proposals; negotiate or hold discussions with one or more of the Respondents;
- permit the correction of deficient proposals that do not completely conform with this RFP;
- waive any conditions or modify any provisions of this RFP with respect to one or more respondents;
- reject any or all proposals and cancel this RFP, in whole or in part, for any reason or no reason, in DDP's sole discretion.

DDP may exercise any such rights at any time, without notice to any Respondent or other parties and without liability to any Respondent or other parties for their costs, expenses or other obligations incurred in the preparation of a proposal or otherwise. All proposals become the property of DDP.

Applicable Law. This RFP and any Contract, Subcontract or any other agreement resulting henceforth shall be governed by the laws of the State of Michigan, and are subject to all applicable laws, rules, regulations and executive orders, policies, procedures and ordinances of all Federal, State and City authorities, as the same may be amended from time to time, including without limitation, equal employment opportunity laws.

Modifications and Questions

DDP will advise RFP Respondents of any modifications to this RFP by posting them on its Website (accessed at www.downtowndetroit.org). Nothing stated at any time by any representative of DDP or of any other entity shall effect a change in or constitute a modification to this RFP unless posted on the website or confirmed in writing by DDP.

Respondents may submit questions and/or request clarifications from DDP by submitting them *in writing* to the Contact Person at the Contact Person's E-Mail Address listed in the RFP Summary. All questions and requests for clarifications must be submitted no later than the close of business the day following the Pre-Proposal Meeting listed in the RFP Summary. Any questions or requests for clarifications received after the Pre-Proposal Meeting will not be answered.

Respondents are reminded to check the website (accessed at www.downtowndetroit.org) periodically to view updated information and answers to questions posed by other Respondents.

While DDP may send Notices, Addenda or other information related to this RFP to Respondents via e-mail alerts or otherwise in writing, such e-mail alerts and other written materials shall be considered courtesy copies only. In the event any conflict exists between any information set forth on the Website and any Notice, Addendum or other information provided to a Respondent by DDP in writing via e-mail or otherwise, the information set forth on the Website will govern and be definitive. DDP is not obligated to provide a Respondent with any Notices, Addendum or other information that appears on the Website in writing, and the fact that DDP may have sent one or more e-mails, Notices, Addenda or other written information to a Respondent shall not be deemed to imply that DDP has any duty or obligation to continue to do so.

Brokerage Fees or Commissions. DDP shall not be obligated to pay any fee, cost or expense for brokerage commissions or finder's fees with respect to the execution of the Contract. The Respondent agrees to pay the commission or other compensation due to any broker or finder in connection with the Contract, and to indemnify and hold harmless DDP from any obligation, liability, cost and/or expense incurred by DDP as a result of any claim for commission or compensation brought by any broker or finder in connection with the Contract.

Additional Work. During the Contract, DDP, at its sole discretion, may choose to work with the selected Vendor and/or hire its services for projects other than the Scope of Services or projects that exceed the Scope of Services described herein. DDP's decision to do so may be based on the firm's relevant experience and its successful performance under the Contract.

Proposals from Principals. Only proposals from principals will be considered. Individuals in representative, agency or consultant status may submit proposals only at the direction of certified principals, where the principals are solely responsible for paying for such services.

Disclaimer. DDP, and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, DDP does not warrant or make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or any other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by Respondents or potential Respondents in connection with or otherwise related to the RFP.

SECTION III- SUBMISSION REQUIREMENTS

Submission

Number of Sets of Proposals to be Submitted: One (1) softcopy PDF electronically

Submission Deadline:

Date: ~~January 31, 2024~~ **February 2, 2024**

Time: 4:00pm EST

Method: Softcopy PDF by email.

Submit to the Following Contact Person: Ryan Epstein and Elise Fields

Contact Person's Mailing Address:

Downtown Detroit Partnership
1000 Woodward Ave., Suite 380
Detroit, MI 48226

Contact Person's Email Address: ryan.epstein@detroitdetroit.org and elise.fields@detroitdetroit.org

Proposal shall include:

Cover Letter with Vendor Information: A cover letter with the following information regarding the Vendor attached:

- Firm name and address;
- Contact person including name, telephone number, email address and identity of the Vendor Team's staff, if different, who will have primary responsibility to supervise and coordinate the performance of the Services;
- Location and size of local and national offices (if any);
- Name of parent company (if any);
- Company's Federal ID number;
- Number of years in business;
- Applicable licenses and permits currently held (if any); and
- Evidence that the Vendor Team retains the capacity to perform
- List of commercial general liability insurance policies held in conjunction with current contracts for programs similar to that described in the Scope of Services (if any). Include details of policy limit amounts and describe/explain any claims that have been made on any of these policies within the last three (3) years.
- Existing workload for 2024

Subcontractor Information. A list of Subcontractors, if any, that would be part of the Vendor Team. Include the following information regarding each Subcontractor:

- Firm name and address;
- Contact person including name, telephone number and email address;
- Location and size of local and national offices (if any); and
- Name of parent company (if any).

Vendor Team Supervisory Personnel Information. Provide an organization chart indicating the level of responsibility of all personnel who are expected to supervise Services, including, to the extent known, the name and location(s) of employees. This should be accompanied by resumes of all individuals and entities that will be supervising the Services under the Contract including, without limitation, all personnel, including a local manager based in Detroit, Subcontractors and other entities or individuals supervising the Services, and the Respondent's proposed staffing schedule, including the percentage of time that each would devote to supervising the Services.

Fee and Cost schedule: Provide fee and cost schedules for all Services. All fee and cost schedules should be submitted in the forms attached hereto as Appendix D of this RFP. DDP reserves the right to decline to consider fee and cost schedules that do not follow the prescribed formats.

Proposals are due and must be received by the Recipient at the location designated above. Proposals received after the indicated date and hour and/or at a different location may not be considered.

DDP reserves the right, at its discretion, from time to time, to postpone the date for submission and opening of proposals. **Respondents are again reminded to check the Website periodically for updated information, which may include a notice of postponement.** Any proposal submitted prior to such notice may be withdrawn without prejudice.

Please note that you must respond to this RFP in order to be eligible to be considered for the award of the Contract for the Services pursuant to this RFP.

For more information, please contact the Contact Person **in writing** at the Contact Person's email address, as identified above.

Selection Criteria. DDP will evaluate and rate each Respondent's Submission based on the criteria as set forth below. This evaluation and scoring will determine the Respondent's qualifications rating. Respondents will then be ranked in accordance with such DDP will review Respondents in their totality. The selected Respondent, if any, will be a Respondent whose proposal is most

advantageous to DDP's goals. Criteria on which DDP will base its selection may include, without limitation, the following:

1. A minimum of five years' experience operating street and park landscaping programs in an urban environment, airport, major shopping mall or campus used by the general public, and
2. Existing contracts for street landscaping programs in properties or areas of a minimum of 200,000 square feet each.
3. Relevance of the Vendor Team's experience and reference submissions from current and former projects, with clear evidence of high quality service delivery, excellence, and creativity in contexts similar to the Downtown Detroit BIZ and Midtown Detroit Areas and Contract Areas;
4. Evidence that the Vendor Team has supported local economies within which it has worked by seeking subcontractors, employees and equipment purchases from within the local municipality.
5. Competitiveness of proposed fee and cost schedules; and
6. Recommendations presented to DDP that will enhance the quality of its program, reduce maintenance costs, or both.

SECTION IV- APPENCEDIES

APPENDIX A

Contract Draft

AGREEMENT

This Agreement ("Agreement") is made this ____ day of _____, 2024, by and between INSERT COMPANY NAME, whose address is INSERT COMPANY ADDRESS and INSERT COMPANY NAME ("Contractor"), whose address is _____. INSERT NAME and Contractor are sometimes collectively referred to in this Agreement as the "Parties".

The circumstances underlying the execution of this Agreement are as follows:

- A. INSERT COMPANY NAME is an affiliate of INSERT COMPANY NAME.
- B. INSERT COMPANY NAME also provides certain services to accomplish the purposes of the Downtown Detroit Business Improvement Zone, a Michigan public body corporate ("BIZ").
- C. On or about _____, 2023 INSERT COMPANY NAME issued a Request for Proposals (the "RFP"), pursuant to which INSERT COMPANY NAME requested proposals for street landscape maintenance (as more particularly described in the RFP, the "Program").
- D. Contractor submitted a Proposal dated _____, 2024 (the "Proposal") pursuant to the RFP, and subject to the terms of this Agreement, INSERT COMPANY NAME has selected Contractor to perform the services and provide the materials and equipment called for in the Program.
- E. The RFP and the Proposal, together with any revisions, exceptions or additions contained in Section 1.2 below, are collectively referred to as the "RFP Documents" and are hereby incorporated herein by reference.
- F. The Parties desire to set forth the terms and provisions which will govern Contractor's work in the Program.

THEREFORE, the Parties agree as follows:

I. SCOPE OF SERVICES

1.1 Description of Specific Responsibilities. Contractor shall perform for INSERT COMPANY NAME the Services and provide the materials and equipment described in the RFP Documents (the "Services"). Any changes to the scope of Services must be in writing and signed by both Parties.

1.2 Mode and Manner of Providing Services. Contractor shall provide all Services in a professional and diligent manner and in accordance with the terms of the RFP Documents,

subject to the following revisions, exceptions or additions to the RFP Documents:

II. PAYMENT

1.1 Compensation As compensation for the Services, INSERT COMPANY NAME will pay Contractor the amounts set forth in the RFP Documents. Such amounts shall be payable within thirty (30) days following INSERT COMPANY NAME receipt a correct written invoice stating the Services provided by Contractor. If a time for payment for a particular element of the Services is not specified in the RFP Documents, an invoice for such payment shall be submitted to INSERT COMPANY NAME on the first day of the month following completion of such element of the Services.

2.2 Waivers of Lien. At INSERT COMPANY NAME request and as a prerequisite to payment, Contractor shall submit a sworn statement and construction lien waivers to INSERT COMPANY NAME covering the Services for which Contractor is seeking payment. Final waivers of lien shall be delivered to INSERT COMPANY NAME as a prerequisite to final payment to the Contractor.

III. TERM AND TERMINATION

3.1 Term. This Agreement shall be effective as of _____, 2023 (the "Effective Date"). This Agreement shall be in effect from the Effective Date through and including _____, 20XX, unless terminated prior to that date in accordance with Section 3.2 below.

3.2 Termination.

3.2.1 Either Party may terminate this Agreement should the other Party fail substantially to perform in accordance with the terms of this Agreement and such failure shall continue without a cure for a period of seven (7) days after written notice from the Party initiating the termination.

3.2.2 INSERT COMPANY NAME may terminate this Agreement (in whole or in part) upon not less than seven (7) days' written notice to Contractor for INSERT COMPANY NAME convenience and without cause. INSERT COMPANY NAME also may elect not to renew the Services in accordance with the terms of the RFP Documents.

3.2.3 In the event of termination or non-renewal of this Agreement, Contractor, as its sole and exclusive remedy, shall be compensated for Services actually performed prior to termination or non-renewal.

IV. INSURANCE AND INDEMNIFICATION

4.1 Insurance. Contractor shall, at its own expense, beginning no later than the Effective Date, carry and maintain the insurance policies and coverages specified in Appendix B to the RFP. Such policies and coverages shall conform and be maintained in accordance with the terms set forth in Appendix B to the RFP (with Contractor being the “Vendor” and INSERT COMPANY NAME being the “Client” in such Appendix).

4.2 Indemnification. Contractor shall indemnify, defend, and hold harmless INSERT COMPANY NAME and other parties as set forth in Appendix B to the RFP (with Contractor being the “Vendor” and DDI being the “Client” in such Appendix).

V. GENERAL PROVISIONS

5.1 Independent Contractor Status. Within the meaning of all applicable federal, state and municipal laws, rules and regulations, the relationship of Contractor to INSERT COMPANY NAME shall be deemed to be that of independent contractor and nothing herein shall be construed as creating any employment relationship. Contractor acknowledges that neither Contractor nor any of its employees are employees of INSERT COMPANY NAME. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship was and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. In no event shall either Party be liable for the debts or obligations of the other of them except as otherwise specifically provided in this Agreement. The terms of this Section 5.1 shall survive the termination of this Agreement.

5.2 Taxes and Withholding. As an independent contractor, Contractor shall be solely responsible for complying with all federal, state and municipal laws, rules and regulations, including, without limitation, reporting the compensation described in this Section II to applicable taxing authorities, withholding of federal income taxes, state income taxes, FICA and FUTA taxes and other payroll deductions, and all premiums or payments made for workmen’s compensation coverage, overtime, unemployment benefits or any other payments required by law to be made by Contractor. Contractor shall timely file all applicable state, federal or local tax returns.

5.3 Governing Law; Venue. This Agreement is deemed to be made under and shall be construed according to the laws of the State of Michigan without regard to provisions relating

to conflict of laws. Any action involving this Agreement shall be brought and maintained solely in Wayne County circuit court or a Federal court sitting in Detroit, Michigan.

5.4 Assignment. Neither Party shall assign this Agreement or any part thereof without consent of the other; provided, however, that INSERT COMPANY NAME may collaterally assign this Agreement to an affiliate, including INSERT COMPANY NAME.

5.5 Waiver. A waiver by either Party of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All rights, remedies, undertakings or obligations contained in this Agreement shall be cumulative and none of them shall be in limitation of any other right, remedy, undertaking or obligation of either Party.

5.6 Severability. If and to the extent that any court of competent jurisdiction holds any provision or part thereof of this Agreement to be invalid or unenforceable in a final non-appealable order, such holding shall in no way affect the validity of the remainder of this Agreement.

5.7 Entire Agreement; Amendments. This Agreement, including the RFP Documents incorporated herein, contains the entire agreement between Contractor and INSERT COMPANY NAME with respect to the transactions contemplated herein, and supersedes all previous written and oral negotiations, commitments and understandings. Its terms shall not be altered or otherwise amended except pursuant to an instrument in writing signed by each of the Parties and making specific reference to this Agreement.

5.8 Compliance with Law. Contractor shall comply with all applicable local, state and federal laws, and with all applicable court, government agency and other orders, that govern Contractor's performance of the Services.

5.9 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when hand delivered, mailed by first class mail or registered overnight courier to the addresses listed on the first page of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed on the dates indicated below.

INSERT COMPANY NAME:
INSERT COMPANY NAME
a Michigan nonprofit corporation

By: _____

Name: _____
Its: _____

CONTRACTOR:

INSERT COMPANY NAME

By: _____
Name: _____
Its: _____

APPENDIX B

Exhibit 1 Scope of Services

DOWNTOWN DETROIT BUSINESS IMPROVEMENT ZONE

The Vendor shall provide the following Services (the “Services”), which shall include, but may not be limited to, the tasks more fully described below (each, a “Task,” and collectively, the “Tasks”). Although the Vendor is expected to provide pricing and deliver the Services as outlined below, the Vendor may suggest alternative appropriates and additional Tasks if they would more effectively achieve the Program Outcomes identified in Part 1. If an alternative approach is accepted, the Scope of Services will be amended to reflect such changes.

This Scope of Services details the tasks anticipated in the Downtown Detroit Landscape Project description in the Downtown Detroit Business Improvement Zone Plan approved by Downtown Detroit property owners on April 15, 2014 and was renewed on October 24, 2023 (collectively the “Tasks”).

Under the Michigan law providing for the formation of business improvement zones (Chapter 2 of 1961 PA 120, as amended, the “**BIZ Act**”), the Downtown Detroit Business Improvement Zone (the “**Zone**”) is authorized to engage in activities for the benefit of owners of assessable property to enhance the business environment within the Zone’s area. Each of these activities under the law is a “**Project**.” Projects of the Zone supplement projects of and services provided by the city of Detroit.

The plan approved for the Zone (the “**Zone Plan**”) includes a description of Projects planned during the Zone’s initial 10-year period, including the scope, nature, and duration of the Projects and the sources of financing for the Projects. Under the BIZ Act, the Zone’s board of directors is responsible for establishing administrative procedures relating to the implementation of the Zone Plan and management of the Zone and the Zone Plan.

Among the Projects authorized by the Zone Plan is the provision of street “landscaping services” within public rights-of-way. Street landscaping services include, but are not limited to, mowing; fertilization; annual flower planting; mulching; edging; vegetation control; pruning and trimming; dormant oil spray; management of irrigation systems; seasonal plants; flowers and decorations; and weed abatement. Consistent with these responsibilities, this document describes the day-to-day Street and Park Landscaping Project. In addition to the Street and Park Landscaping Tasks listed below, the Project will entail related expenses, such as payments for materials, equipment or storage facilities.

Deployment criteria

Service schedules and frequencies may fluctuate daily, weekly, seasonally and as needed to accommodate weather and special or unforeseen conditions. Under normal conditions, street landscape services will be deployed to landscaped areas in the Zone with priority given to the most need and impact according to the following prioritized criteria:

- a. Areas with high pedestrian traffic
- b. Vehicular gateways
- c. Infrastructure availability

Tasks

1. Site maintenance

In locations indicated below, crews will maintain landscaped areas generally from March through November. Services include spring cleanup, litter and debris removal, weeding and fall cleanup.

2. Turf maintenance

In locations indicated below, crews will maintain turf generally from March through November. Services include mowing, edging and fertilization.

3. Planter and planting bed maintenance

In locations indicated below, crews will maintain seasonal planters and planting beds generally from March through November. Services include mulching; bed edging; seasonal flowers, plants and decorations; and annual flowers in selected locations.

4. Tree and shrub maintenance

In locations indicated below, crews will maintain trees and shrubs generally from March through November. Services include pruning and trimming of shrubs, selective pruning and trimming of trees up to 12 feet in height, dormant oil spray, summer foliage spray, deep root fertilization, and removal and replacement of dead material.

5. Irrigation system maintenance

In locations indicated below, crews will keep operational and maintain irrigation systems in selected locations generally from March through November. Services include start up, inspection and shut down of the systems. In selected locations, crews will hand water in locations without in-ground irrigation infrastructure.

6. Landscape planning and infrastructure maintenance

Supporting infrastructure and landscape materials may be assessed and repaired if necessary. Crews may conduct landscape infrastructure and material planning and assessments throughout the Zone.

Street Landscaping

Locations			Task				
Primary street	Cross street 1	Cross street 2	1	2	3	4	5
Beaubien	Lafayette	Jefferson	X	X	X	X	X
Broadway	Witherell	Gratiot	X		X	X	X
Cadillac Square (City of Detroit planters only)	Bates	Randolph	X				
Fort	Griswold	Woodward	X		X	X	X
Grand River “island”/ Grand River Avenue	I-75 south service drive	Second	X	X			
Gratiot	Randolph	I-375 west service drive	X	X	X	X	X
I-375 west service drive (select locations)	Gratiot	Congress	X	X			
I-75 south service drive	Grand River	Park	X	X			
Jefferson	Griswold	I-375 east service drive	X	X	X	X	X
Lafayette	St. Antoine	I-375 west service drive	X	X	X	X	X
M-10 east service drive	Abbott	Fort	X	X			
Madison	Witherell	John R.	X	X	X	X	X
Monroe	Woodward	Randolph	X	X			X
Randolph	Congress	Jefferson	X	X	X	X	X
St. Antoine	Congress	Jefferson	X			X	
Washington BLvd	Park	Michigan	X	X	X	X	X
West Jefferson	Cabacier	Third (Steve Yzerman)	X	X		X	X

Street landscaping services not included in scope

Street landscaping services for events and special requests are not included in this Scope of Services. For example, large public events may require installation of temporary barricades in order to protect landscaping materials during the event. Similarly, an entity may voluntarily install and then request maintenance of supplemental landscaping beyond that described in this Scope of Services.

Such services shall be subject to a separate agreement, including written agreement and payment terms, with the Downtown Detroit Partnership (“**DDP**”). Special requests shall be

consistent with quality and standards as specified by DDP. In addition, DDP reserves the right to contract with entities only after any required permits are secured from the City of Detroit.

Design and Value Engineering Services

Vendor shall provide Design recommendations for enhancement of the existing park and landscape program. Additionally contractor will provide value engineering for all suggested enhancements.

Parks and Common Areas

1. CAPITOL PARK:

- Contractor is required to service the site area once weekly, unless otherwise directed by the Project Manager
- Contractor shall provide a proposal for annual flowers that includes design, maintenance schedule, and cost

The Contractor shall perform the following services:

Spring Clean- Up

The Contractor shall provide the following Spring Clean-Up services for the planter beds to Capitol Park after the last snowfall:

- Rake out all leaves, trash and debris from the planter beds.
- Supply mulch around tree and shrubs as needed.

Planter Beds, Shrubs and Trees Maintenance

The Contractor shall provide the following planter beds and trees to Park Site:

- Fertilization of planter beds trees once annually during the Growing Season in accordance with standard horticultural practices.
- The Contractor shall provide a written fertilizer application program for planter beds and trees and include all fertilizer manufacturer product information for project manager to review and approve.
- Contractor shall perform weed, disease and insect control as required during the Growing Season.
- All work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and will be accomplished by or under the direction of a State of Michigan Licensed Pest Control Operator. Materials shall only be applied between the hours of 7 p.m. through 7 a.m., and then only after all patrons have left the area, all precautions and barricading efforts have been affected. Records of all operations stating dates, times,

methods of applications, chemical formulations, applicator's names and weather conditions shall be made and retained in an active file for a minimum of three (3) years.

- All chemicals requiring a special permit for use must be registered and a permit obtained from the Michigan Department of Agriculture. An approved copy of permit shall be submitted to the City's Representative five (5) days prior to intended chemical usage.
- Contractor shall apply chemicals when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the project.
- The Contractor shall treat all planter beds, trees and shrubs with the appropriate chemicals that will not injure the planter beds, trees and shrubs. Approved weed inhibitors include Teflan, Casoran, and Preen. Submit all other weed and disease control product information to the project manager for review.
- The Contractor shall spray all planter beds and trees for insects as required during the Growing Season. Apply an adequate amount of foliage spray ("Summer Foliage Spray" or equivalent) to the planter beds, trees, and shrubs to maintain the plant materials in excellent health and appearance and in accordance with standard horticultural practices.
- Contractor shall provide all monitoring and management of the sprinkler system coverage of planter beds, trees and shrubs as required to maintain a full healthy appearance of all plant material and full coverage of lawn areas during the Growing Season and as directed by the Project Manager. If water supply to the sprinkler system is interrupted or limited through no fault of the Contractor, Contractor shall submit to DDP an estimate of supplementary watering to ensure the watering requirements of all trees, groundcover and flowers.
- Remove weeds weekly from all planter beds.
- Prune trees when necessary.

Irrigation System Maintenance & Winterization

- Contractor shall maintain Capitol Park's sprinkler systems to ensure adequate and operational irrigation to the planter bed areas, and shall include all repairs and winterization of the systems.
- Initialization for the system including clock start up and operational condition, and inspection of all stations, valves and heads for proper operation. Contractor shall prepare a list of repairs and estimates to project manager for review and authorization for repair of any system components that are out of warranty, and that have not been damaged as a result of Contractor's own actions.
- Contractor shall make repairs from damages as a result of maintenance efforts, or shall be repaired by Contractor at no additional charge for parts or labor to Owner.
- Contractor shall review for any obvious line or head breaks, or misdirected heads, and make immediate repairs before system is set to cycle on again.
- Contractor shall make weekly assessment of watering frequencies and zone times to ensure that landscape areas are neither over nor under watered.

- Contractor shall provide for a pre winter system preparation including any system repairs, system water blow out, and any system requirements for winter preparation, per manufacturer's specification.

Fall Clean-Up & Maintenance

The Contractor shall provide all necessary work to clean up and prepare Capitol Park for Fall and Winter, including the following Fall Cleaning and Maintenance Services to Park Site:

- Leaf, clippings and trash debris rake-up and removal from the planter beds at site.
- Remove annual flowers.
- Report any light outages, sidewalk or pavers in need of repair, amenities in need of repair.

2. PARADISE VALLEY PLAZA & PARK:

- Contractor is required to service the site area once weekly, unless otherwise directed by the Project Manager.
- Contractor shall provide a proposal for annual flowers that includes design, maintenance schedule, and cost.

The Contractor shall perform the following services:

Spring Clean- Up

The Contractor shall provide the following Spring clean-up services for the planter beds to Park Site after the last snowfall:

- Rake out all leaves, trash and debris from the planter beds.
- Supply mulch around tree and shrubs as needed.

Planter Beds, Shrubs and Trees Maintenance

The Contractor shall provide the following planter beds, shrubs and trees to Park Site:

- Fertilization of planter beds and trees once annually and shrubs two times annually during the Growing Season in accordance with standard horticultural practices.
- Planter beds, trees and shrubs shall have an application of slow release fertilizer at the manufacturer's recommended rates including. Shrubs shall be fertilized with evergreen food in accordance with standard horticultural practices. The fertilizer shall be raked into the top surface above the root system of the planter beds and shrubs.
- The Contractor shall provide a written fertilizer application program for planter beds, trees and shrubs and include all fertilizer manufacturer product information for Project Manager review and approval.
- Contractor shall perform weed, disease and insect control as required during the Growing Season.

- All work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and will be accomplished by or under the direction of a State of Michigan Licensed Pest Control Operator. Materials shall only be applied between the hours of 7 p.m. through 7 a.m., and then only after all patrons have left the area, all precautions and barricading efforts have been affected. Records of all operations stating dates, times, methods of applications, chemical formulations, applicator's names and weather conditions shall be made and retained in an active file for a minimum of three (3) years.
- All chemicals requiring a special permit for use must be registered and a permit obtained from the Michigan Department of Agriculture. An approved copy of permit shall be submitted to the City's Representative five (5) days prior to intended chemical usage.
- Contractor shall apply chemicals when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the project.
- The Contractor shall treat all planter beds, trees and shrubs with the appropriate chemicals that will not injure the planter beds, trees and shrubs. Approved weed inhibitors include Teflan, Casoran, and Preen. Submit all other weed and disease control product information to the Project Manager for review.
- The Contractor shall spray all planter beds, trees, and shrubs for insects as required during the Growing Season. Apply an adequate amount of foliage spray ("Summer Foliage Spray" or equivalent) to the planter beds, trees, and shrubs to maintain the plant materials in excellent health and appearance and in accordance with standard horticultural practices.
- Contractor shall provide all monitoring and management of the sprinkler system coverage of planter beds, trees and shrubs as required to maintain a full healthy appearance of all plant material and full coverage of lawn areas during the Growing Season and as directed by the Project Manager. If water supply to the sprinkler system is interrupted or limited through no fault of the Contractor, Contractor shall submit to the Project Manager an estimate of supplementary watering to ensure the watering requirements of all trees, shrubs, and groundcover and flowers.
- Remove weeds weekly from all planter beds, trees and shrubs.
- Prune trees when necessary.

Irrigation System Maintenance & Winterization

- Contractor shall maintain Paradise Valley Park's sprinkler systems to ensure adequate and operational irrigation to the shrub and planter bed areas, and shall include all repairs and winterization of the system.
- Initialization for the system including clock start up and operational condition, and inspection of all stations, valves and heads for proper operation. Contractor shall prepare a list of repairs and estimates to project manager for review and authorization

of repair for any system components that are out of warranty, and that have not been damaged as a result of Contractor's own actions.

- Contractor shall make repairs from damages as a result of maintenance efforts, or shall be repaired by Contractor at no additional charge for parts or labor to Owner.
- Contractor shall review for any obvious line or head breaks, or misdirected heads, and make immediate repairs before system is set to cycle on again.
- Contractor shall make weekly assessment of watering frequencies and zone times to ensure that landscape areas are neither over nor under watered.
- Contractor shall arrange for a pre winter system preparation including any system repairs, system water blow out, including the fountain at Paradise Valley, and any system requirements for winter preparation, per manufacturer's specification.

Fall Clean-Up & Maintenance

The Contractor shall provide all necessary work to clean up and prepare Paradise Valley Park for Fall and Winter, including the following Fall Cleaning and Maintenance Services to Park Site:

- Leaf, clippings and trash debris rake-up and removal from the planter beds at site.
- Remove annual flowers.
- Report any light outages, sidewalk or pavers in need of repair, amenities in need of repair.

3. GRAND CIRCUS PARK:

- Contractor is required to service the site area once weekly, unless otherwise directed by the Project Manager
- Contractor shall provide a proposal for annual flowers that includes design, maintenance schedule, and cost

The Contractor shall perform the following services:

Spring Clean- Up

The Contractor shall provide the following Spring Clean-Up services for the planter beds to Capitol Park after the last snowfall:

- Rake out all leaves, trash and debris from the planter beds.
- Supply mulch around tree and shrubs as needed.

Planter Beds, Shrubs and Trees Maintenance

The Contractor shall provide the following planter beds and trees to Park Site:

- Fertilization of planter beds trees once annually during the Growing Season in accordance with standard horticultural practices.
- The Contractor shall provide a written fertilizer application program for planter beds and trees and include all fertilizer manufacturer product information for project manager to review and approve.
- Contractor shall perform weed, disease and insect control as required during the Growing Season.
- All work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and will be accomplished by or under the direction of a State of Michigan Licensed Pest Control Operator. Materials shall only be applied between the hours of 7 p.m. through 7 a.m., and then only after all patrons have left the area, all precautions and barricading efforts have been affected. Records of all operations stating dates, times, methods of applications, chemical formulations, applicator's names and weather conditions shall be made and retained in an active file for a minimum of three (3) years.
- All chemicals requiring a special permit for use must be registered and a permit obtained from the Michigan Department of Agriculture. An approved copy of permit shall be submitted to the City's Representative five (5) days prior to intended chemical usage.
- Contractor shall apply chemicals when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the project.
- The Contractor shall treat all planter beds, trees and shrubs with the appropriate chemicals that will not injure the planter beds, trees and shrubs. Approved weed inhibitors include Teflan, Casoran, and Preen. Submit all other weed and disease control product information to the project manager for review.
- The Contractor shall spray all planter beds and trees for insects as required during the Growing Season. Apply an adequate amount of foliage spray ("Summer Foliage Spray" or equivalent) to the planter beds, trees, and shrubs to maintain the plant materials in excellent health and appearance and in accordance with standard horticultural practices.
- Contractor shall provide all monitoring and management of the sprinkler system coverage of planter beds, trees and shrubs as required to maintain a full healthy appearance of all plant material and full coverage of lawn areas during the Growing Season and as directed by the Project Manager. If water supply to the sprinkler system is interrupted or limited through no fault of the Contractor, Contractor shall submit to DDP an estimate of supplementary watering to ensure the watering requirements of all trees, groundcover and flowers.
- Remove weeds weekly from all planter beds.
- Prune trees when necessary.

Irrigation System Maintenance & Winterization

- Contractor shall maintain Capitol Park's sprinkler systems to ensure adequate and operational irrigation to the planter bed areas, and shall include all repairs and winterization of the systems.
- Initialization for the system including clock start up and operational condition, and inspection of all stations, valves and heads for proper operation. Contractor shall prepare a list of repairs and estimates to project manager for review and authorization for repair of any system components that are out of warranty, and that have not been damaged as a result of Contractor's own actions.
- Contractor shall make repairs from damages as a result of maintenance efforts, or shall be repaired by Contractor at no additional charge for parts or labor to Owner.
- Contractor shall review for any obvious line or head breaks, or misdirected heads, and make immediate repairs before system is set to cycle on again.
- Contractor shall make weekly assessment of watering frequencies and zone times to ensure that landscape areas are neither over nor under watered.
- Contractor shall provide for a pre winter system preparation including any system repairs, system water blow out, and any system requirements for winter preparation, per manufacturer's specification.

Fall Clean-Up & Maintenance

The Contractor shall provide all necessary work to clean up and prepare Capitol Park for Fall and Winter, including the following Fall Cleaning and Maintenance Services to Park Site:

- Leaf, clippings and trash debris rake-up and removal from the planter beds at site.
- Remove annual flowers.
- Report any light outages, sidewalk or pavers in need of repair, amenities in need of repair.

4. Snow Removal

Please provide a plan and costs for snow removal in Grand Circus Park, Capitol Park and Paradise Valley. Include costs for removal per occurrence and cost to haul the snow to the appropriate facility.

5. Other

Photos, reports and records. At DDP's request, the Contractor shall take photos during its normal course of business. Photo subjects may include Ambassadors delivering services, photos of sites within the BIZ Area or within Contract Areas, or deploying Services during events. Such photos may be used for public awareness or marketing purposes and shall become the property of DDP which shall have sole discretion over its use.

Attendance and materials production for meetings of DDP Board of Directors, BIZ Board of Directors, and other organizations. If requested by DDP, the Contractor shall attend meetings of the DDP Board of Directors, the BIZ Board of Directors or other organizations. At the direction of DDP, the Contractor shall also prepare landscape service performance related materials in anticipation of these meetings. Such materials may be required to inform board members about challenges in deploying services so that solutions can be identified collaboratively.

Annual audit participation. If requested by DDP, the Vendor shall prepare materials and data related to annual audits prepared by DDP, DDI and the BIZ.

MIDTOWN

In locations indicated below, crews will provide landscaping and irrigation services generally from March through November.

Parks & Common Areas

1. Virginia Park
2. Pallister Park
3. New Center Dog Park
4. New Center Park
5. International Institute
6. Peck Park
7. Hudson Art Park
8. Stone Park (aka DTE Substation)
9. Midtown Dog Park
10. Selden Courtyard
11. Redmond Park

Services to be provided (if applicable by location):

- Mowing, Edging, Cleaning of Lawn Areas
- Bed & Paved Surface Weed Control
- Weed Mulched Beds
- Spray Roundup/Herbicide
- Selective Pruning & Trimming
- Spot Prune Trees

- Fertilization and Weed Control of Lawn Areas
- Pre-emerge Turf
- Fert/Broadleaf Turf App.
- Dormant Turf Fert.
- Spring Clean-Up
- Fall Clean-Up
- Tree Care
- Tree Dormant Oil Application
- Tree Insecticide Application
- Rootfeed Trees
- Irrigation if applicable

Medians & Streetscapes:

1. W. Grand Boulevard (Woodward to Churchill)
2. Second Avenue Medians
3. Cass Avenue Streetscape
4. Farnsworth Medians
5. Anthony Wayne Drive (three flowerbeds north of Warren)*
6. Warren Avenue (I-75 to first median west of M-10)**
7. Mack Avenue (I-75 to Cass Avenue)
8. Woodward Avenue Medians
9. Woodward Avenue Streetscape

Services to be included:

- *Irrigation and Annual flowers only
- **Flowerbeds only (no mowing)
- Mowing, Edging, Cleaning of Lawn Areas
- Bed & Paved Surface Weed Control
- Weed Mulched Beds
- Spray Roundup/Herbicide
- Selective Pruning & Trimming
- Spot Prune Trees
- Fertilization and Weed Control of Lawn Areas
- Pre-emerge Turf

- Fert/Broadleaf Turf App.
- Dormant Turf Fert.
- Spring Clean-Up
- Fall Clean-Up
- Tree Care
- Tree Dormant Oil Application
- Tree Insecticide Application
- Rootfeed Trees
- Irrigation if applicable

Green Alleys

1. N'Namdi Alley
2. Sugar Hill Alley
3. Green Garage Alley
4. Canfield Alley (aka Willys Alley)
5. El Moore Alley
6. Selden Alley

Services to be provided (if applicable by Alley):

- Spring Cleanup
- Mowing
- Bi-weekly weeding
- Vegetation control
- Pruning
- Irrigation start up and shutdown
- Mulch
- Root feeding of tree and shrubs in spring and fall
- Turf fertilization program
- Tree and Shrub insect and disease control
- Fall Cleanup

Midtown Greenway Loop

Services to be provided:

- Mowing, Edging, Cleaning of Lawn Areas
- Bed & Paved Surface Weed Control
- Weed Mulched Beds
- Spray Roundup/Herbicide
- Selective Pruning & Trimming
- Spot Prune Trees
- Fertilization and Weed Control of Lawn Areas
- Pre-emerge Turf
- Fert/Broadleaf Turf App.
- Dormant Turf Fert.
- Spring Clean-Up
- Fall Clean-Up
- Tree Care
- Tree Dormant Oil Application
- Tree Insecticide Application
- Rootfeed Trees
- Irrigation if applicable

Snow Removal

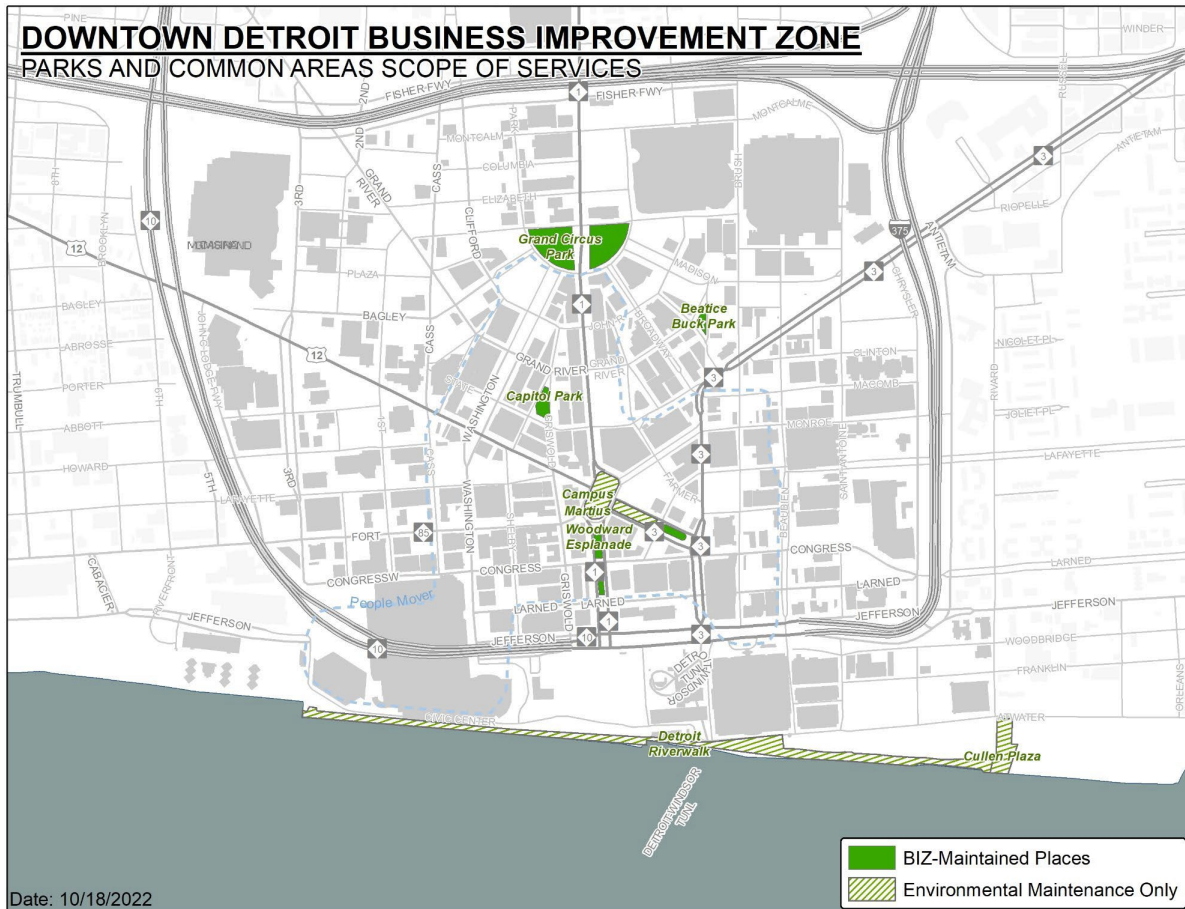
Please provide a plan and costs for snow removal in the areas identified below. Include costs for removal per occurrence and cost to haul the snow to the appropriate facility.

- Canfield Alley
- Elmore Alley
- Green Garage Alley
- Midtown dog park
- Midtown Greenway Loop
- N'mandi Alley
- Redmond park
- Selden Alley
- Selden Courtyard
- Sugar Hill Alley
- New Center dog park
- New Center park
- Virginia park
- North Cass Community Garden public walks
- Peck park public walks
- Pallister park public walks

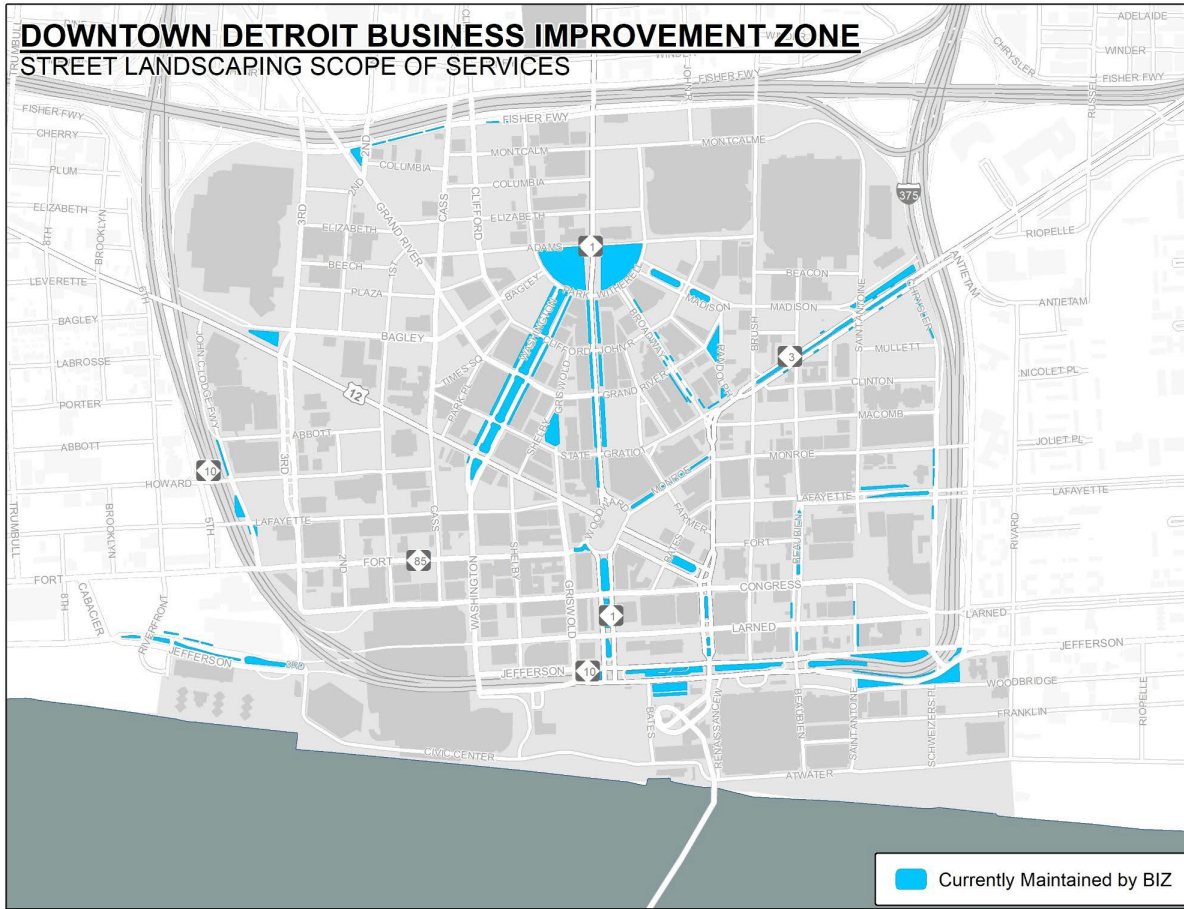
APPENDIX B

Exhibit 2

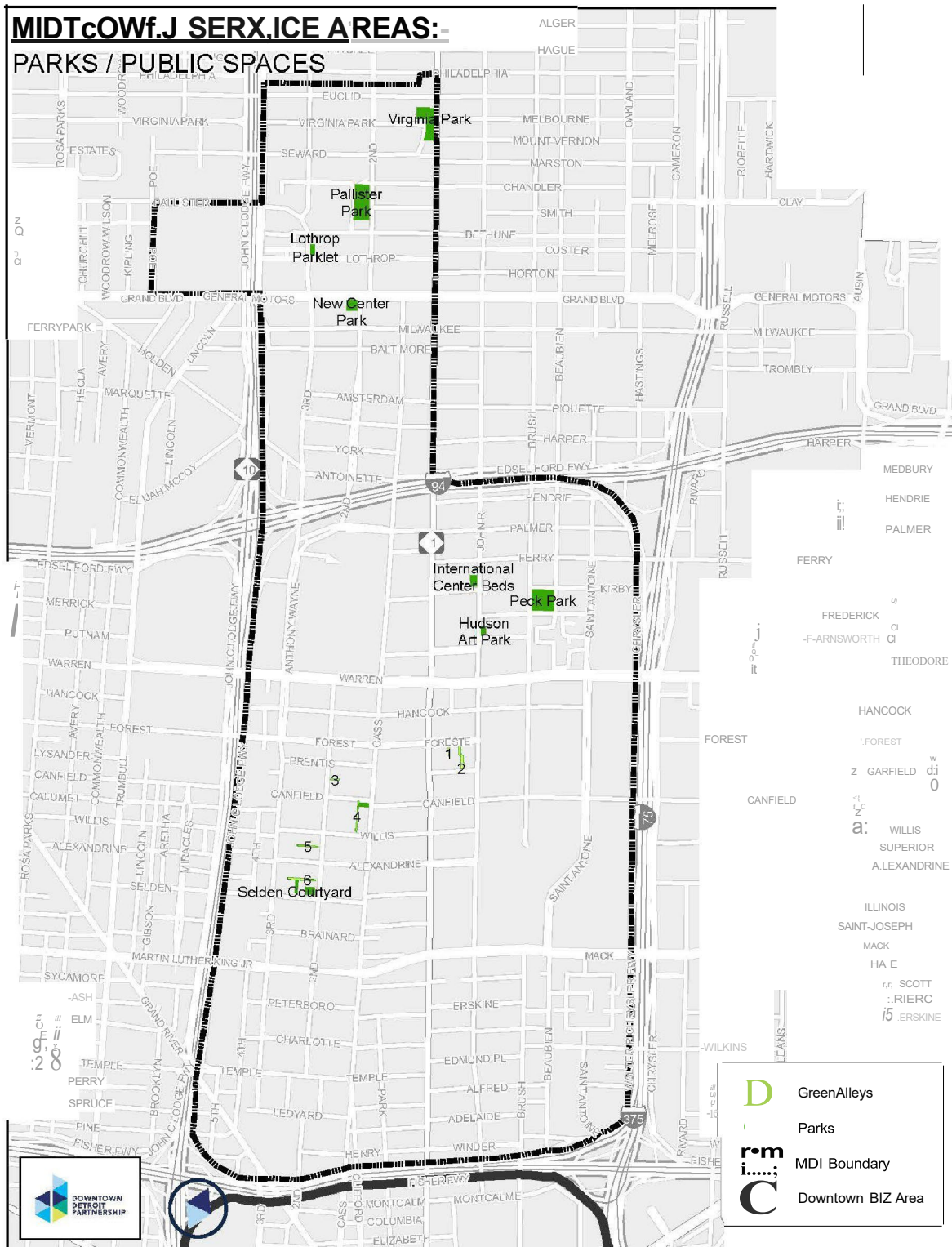
Maps of BIZ Area in downtown Detroit, MI



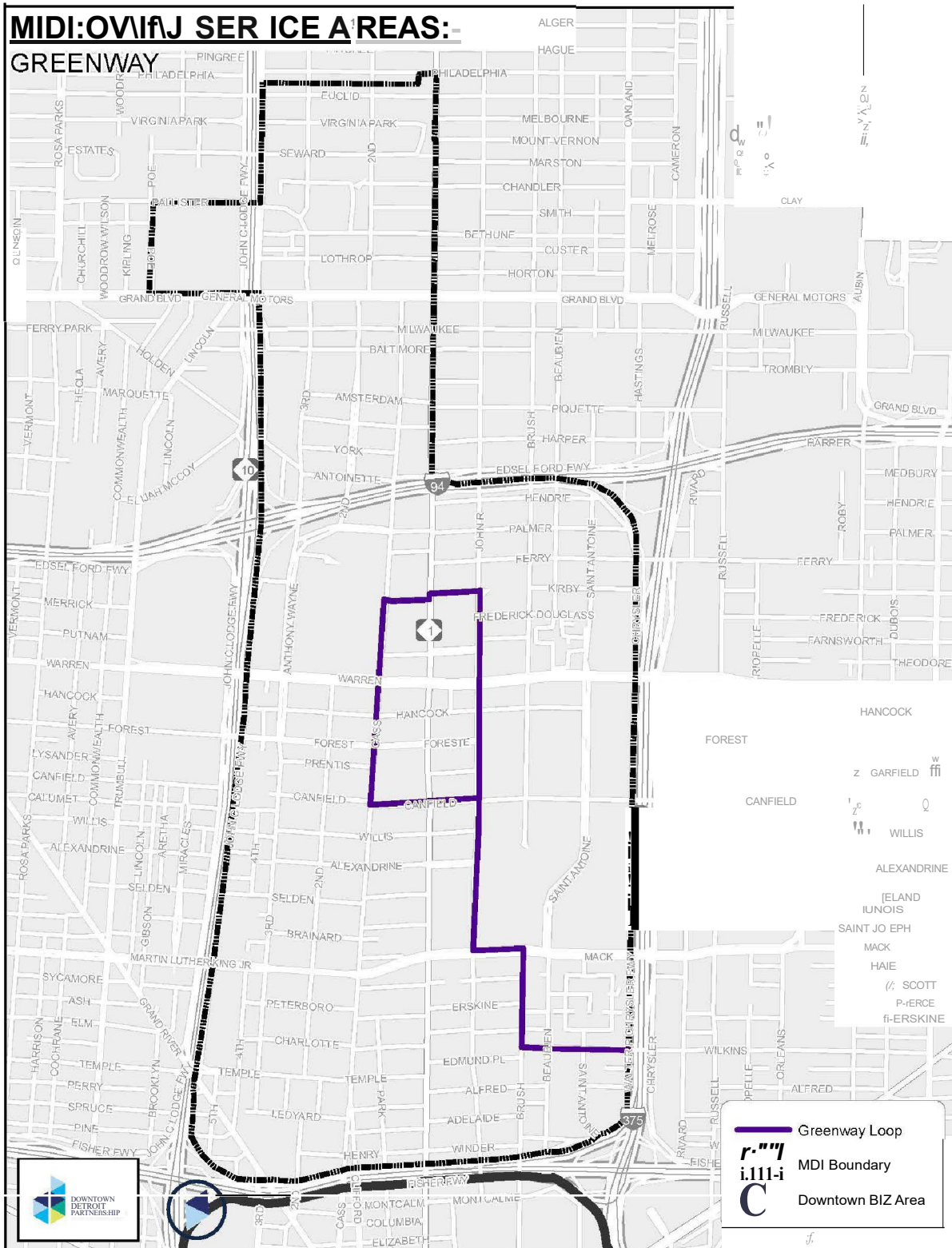
DOWNTOWN DETROIT BUSINESS IMPROVEMENT ZONE **STREET LANDSCAPING SCOPE OF SERVICES**



Maps of Midtown and New Center area in Detroit, MI



MIDTOWN SERVICE AREAS: GREENWAY



MIDTOWN SERVICE AREAS:
MEDIANS AND STREETSCAPES

Legend:

- Medians
- Streetscapes
- Greenway Loop
- Parks
- MDI Boundary
- Downtown BIZ Area

APPENDIX C

Insurance.

The Vendor and all Approved Subcontractors shall carry and maintain, during the Term, the following insurance issued by insurance companies authorized to provide insurance and in good standing in the State of Michigan:

<u>TYPE</u>	<u>AMOUNT</u>
A. Workers' Compensation	Statutory
Employers' Liability	\$500,000/\$500,000/\$500,000
B. Commercial General (public) Liability Insurance	
a. General Aggregate limit	\$2,000,000
b. Products & Completed Operations limit	\$2,000,000
c. Personal & Advertising Injury limit	\$1,000,000
d. Each Occurrence limit	\$1,000,000
<i>The above insurance to include coverage for the following: Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual liability</i>	
C. Broad form property damage, to include fire legal liability	\$50,000 per occurrence
D. Business Automobile Liability	
a. Owned/leased vehicles	Combined Single Limit (CSL) of \$1,000,000
b. Non-owned vehicles	
c. Hired vehicles	
E. Umbrella Coverage	\$5,000,000

Vendor shall provide Certificates of Insurance evidencing such insurance and proof of payment of insurance premiums. Vendor must notify the Client within 24 hours of any cancellations of such insurance policies. In addition, the Vendor's insurance companies must have an A.M. Best rating of "A" or better.

The Vendor shall cause the Client, the BIZ, DDP and such other parties as the Client may reasonable request to be named as additional insured parties under all insurance policies purchased and maintained by the Vendor and/or Approved Subcontractors under this Contract.

The Vendor waives all of its rights against the Client for damages covered by property insurance. The Vendor shall obtain a similar waiver from all members of the Vendor Team and the Approved Subcontractors and all other parties engaged by the Vendor. The Vendor waives all of its rights

of recovery against the Client because of deductible clauses in, or inadequacy of limits in, any policies of insurance that are in any way related to the work and that are secured and maintained by the Vendor. The Vendor waives any of its rights of recovery against the Client because of a lack of insurance coverage. The Vendor shall obtain similar waivers from all members of the Vendor Team and the Approved Subcontractors and all other parties engaged by the Vendor.

Not less than thirty (30) days prior to the expiration or renewal date of any insurance required under this Contract, the Vendor shall furnish to the Client updated replacement certificates of insurance evidencing the continuation of all coverage.

Indemnification.

The Vendor shall indemnify, defend and hold the Client, the BIZ and DDP and their respective officers, directors, trustees, members, employees and agents (collectively, the “**Client Group**”) harmless from and against any and all liability, claims, damages, losses and expenses, including without limitation, attorneys’ fees and costs whether or not attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property:

- (i) to the extent Vendor’s actions are not in conformity with the reasonable directions of Client;

- (ii) to the extent Vendor takes an action on behalf of Client which is negligent, constitutes willful misconduct, is not in good faith, or is otherwise unreasonable under the circumstances;

- (iii) arising out of the Vendor’s breach of this Contract; or

- (iv) arising directly out of the negligence or willful misconduct of the Vendor, the Vendor Team or the Vendor Affiliates. The term “**Vendor Affiliates**” shall include, but is not limited to, Vendor’s officers, directors, shareholders, employees, contractors, subcontractors and agents. The terms of this Section shall survive the expiration or earlier termination of this Contract.

In claims against any person or entity indemnified under this Section by an employee of the Vendor, any Approved Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under 8.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Vendor or an Approved Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

The Vendor shall promptly advise the Client in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Vendor, at the

Vendor's sole cost and expense, shall assume on behalf of the parties indemnified hereunder and conduct with due diligence and good faith the defense thereof; provided, that the Client shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both the Vendor and any member of the Client Group and the Client Group shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the Vendor, the Client Group shall have the right to select separate counsel to participate in the defense of such action on the Client Group's behalf and at the Vendor's expense. To the extent that the Vendor fails to fully perform in accordance with this Section, the Client, at its option, and without relieving the Vendor of its obligations hereunder, may so perform, but all costs and expenses so incurred by the Client in that event shall be reimbursed by the Vendor to the Client.

APPENDIX D

1. Respondent shall complete and submit a Fee and Cost Schedule
2. The submitted Fee and Cost Schedule should cover all Services and Tasks described in the RFP and the Contract Draft that shall provide a breakdown of staff, equipment and materials costs required to deliver the Services.