

STATEWIDE COOPERATIVE AGREEMENTS



-&-



TERM:	AWARD:	ERP:
<div>6/1/2024</div> <div>TO</div> <div>6/1/2029</div>	<div>SEE EXHIBITS B:</div> <div>PRICING</div> <div>PROPOSALS</div>	<div>#563-1</div> <div>  </div>

RESOLUTION

NO: 2024-05-077

LIVINGSTON COUNTY

DATE: May 28, 2024

Resolution Authorizing an Agreement with Evergreen Outdoor, Inc. to provide Grounds Maintenance, Lawn care, and Snow Removal Services – Facility Services

WHEREAS, there is an on-going need to contract for grounds maintenance, lawn care, and snow removal services; and

WHEREAS, in accordance with the County’s Procurement Policy, a formal bid process was performed, and submitted proposals were evaluated; and

WHEREAS, Evergreen Outdoor, Inc. submitted a proposal to provide grounds maintenance, lawn care, and snow removal services for various Livingston County locations per the proposed rates in Attachment A of RFQu-LC-24-04 for a five-year term beginning on June 1, 2024 to June 1, 2029; and

WHEREAS, funding for the same has been allocated and approved as part of the 2024 operating budget.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into agreement with Evergreen Outdoor, Inc. located at 2619 Golf Club Road, Howell, MI to provide grounds maintenance, lawn care and snow removal services on an as needed basis for a 5-year term starting on June 1, 2024 and ending on June 1, 2029.

BE IT FURTHER RESOLVED that the chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/ agreements, and future amendments for monetary and contract language adjustments related to the above as prepared by civil council.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorizes any budget amendments necessary to effectuate the above.

#

MOVED: D. Helzerman
SECONDED: J. Gross
CARRIED: Roll Call Vote: Yes (8): D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, and N. Fiani; No (0): None; Absent (1): J. Gross



Livingston County Facility Services

420 South Highlander Way
Howell, MI 48843
(517) 546-6491

DATE: April 18, 2024

TO: Livingston County Board of Commissioners

FROM: Kevin Eggleston

RE: Resolution Authorizing an Agreement with Evergreen Outdoor, Inc. to Provide Grounds Maintenance, Lawn care, and snow removal services

The Facility Services uses and outside contractor to perform grounds maintenance, lawn care, and snow removal services for various county grounds. The current contract for these services expires on 6/1/2024.

In years past the facilities has appropriately budgeted and spent the following amounts on this same agreement:

2022- \$197,691

2023-\$190,683

The RFQu documents were publicly posted on two websites. One timely response was received. Even though only one proposal was received, the RFQu was publicly posted on two websites. As a result, the bid documents were downloaded by over 300 qualified companies. While only one qualified submission was received, the Evaluation Committee believes that the process created a system of free and open competition and should be considered valid.

The response was received from Evergreen Outdoor, Inc. located in Howell, MI. This proposal was evaluated by County employees in the Facility services, Fiscal Services, and I.T. departments.

Evergreen Outdoor is the incumbent contractor. They have been providing snow removal and property maintenance services in Livingston County and surrounding areas for over 20 years. They have satisfactorily provided summer and winter services for all Livingston County properties for the last nine years, beginning in the winter of 2015, which was a record-breaking year for snow fall, and with just 30 days' notice to prepare. Evergreen Outdoor maintains a highly trained staff which are required to be in uniform with a clean and professional appearance, and view safety as a number one priority.

They are capable to serve additional entities through the CoPro+ program with needed staff and equipment.

Please let me know if you have and questions.



Bid Synopsis For Snow Removal, Mowing, and Landscaping Services

RFQu Issued & Publicly Posted: 03/04/2024	Public Postings: Livingston Co. Website (livgov.com) BidNet (bidnetdirect.com/mitn)
Solicitation #: RFQu-LC-24-04	
Number of Timely Responses Received: 1	RFQ Due Date: 03/27/2024

The Evaluation Committee has completed evaluation of the bids received for the Request for Qualifications (RFQu) referenced above. The purpose of this RFQu was to secure bids for snow removal, mowing, and landscaping services that will service Livingston County for the next five years. Below is a recap of the RFQu process and evaluation.

The RFQu documents were publicly posted on two websites. One timely response was received. Even though only one proposal was received, the RFQu was publicly posted on two websites. As a result, the bid documents were downloaded by over 300 qualified companies. While only one qualified submission was received, the Evaluation Committee believes that the process created a system of free and open competition and should be considered valid.

The response was received from Evergreen Outdoor, Inc. located in Howell, MI.

Evergreen Outdoor is the incumbent contractor. They have been providing snow removal and property maintenance services in Livingston County and surrounding areas for over 20 years. They have satisfactorily provided summer and winter services for all Livingston County properties for the last nine years, beginning in the winter of 2015, which was a record-breaking year for snow fall, and with just 30 days' notice to prepare. Evergreen Outdoor maintains a highly trained staff which are required to be in uniform with a clean and professional appearance, and view safety as a number one priority. They are capable to serve additional entities through the CoPro+ program with needed staff and equipment.

Based on the above, it is the evaluation committee's unanimous decision to recommend Evergreen Outdoor for award, pending Board of Commissioner's approval.

COHL, STOKER & TOSKEY, P.C.
ATTORNEYS AND COUNSELORS
601 NORTH CAPITOL AVENUE
LANSING, MICHIGAN 48933
(517) 372-9000

SHAREHOLDERS
PETER A. COHL
DAVID G. STOKER
BONNIE G. TOSKEY
ROBERT D. TOWNSEND
TIMOTHY M. PERRONE
MATTIS D. NORDFJORD
GORDON J. LOVE
SARAH K. OSBURN

ATTORNEYS
CHRISTIAN K. MULLETT
DONALD J. KULHANEK
JENNIFER L. BLISS
MELISSA A. HAGEN

OF COUNSEL
RICHARD D. McNULTY

June 10, 2024

Carol Jonckheere
Executive Assistant/Contract Administrator
Livingston County
304 E. Grand River Avenue, Ste. 202
Howell, MI 48843

Sent Via Email

Re: 2024-2029 Agreements with Evergreen Outdoor, Inc.

Dear Ms. Jonckheere:

Attached are two Agreements to be entered into between the County and Evergreen Outdoor, Inc. (Contractor) for grounds maintenance, lawn care, and snow removal services. The term of both of the attached Agreements covers the period of June 1, 2014 through June 1, 2029, with options for two additional one-year renewals for a total Agreement period not to exceed five years. The compensation to be the Contractor for services to be provided for both Agreements is set forth in its Exhibit B.

The County Board of Commissioners authorized the attached Agreements in **Resolution No. 2024-05-077**. A copy of this Resolution has also been attached.

If each of the attached Agreements are satisfactory, and after printing off copies thereof and attaching to each Agreement a copy of the Exhibits A and B, you may proceed to obtain the signatures necessary for their execution. When the Agreements have been fully signed, please email a fully signed copy of each of the Agreements to my assistant Nicole Moles at nmoles@cstmlaw.com for insertion into our electronic file.

If you have any questions with regards to the attached Agreements, do not hesitate to contact me.

Sincerely,

COHL, STOKER & TOSKEY, P.C.

/s/Jennifer L. Bliss

JLB/nam
Enclosures

\\cstdc\company\Client\Livingston\Brd of Commr\Letters\Jonckheere, Carol\Ltr re Agrs w Evergreen 2024-2029.docx

STATEWIDE COOPERATIVE AGREEMENT FOR GROUND MAINTENANCE & MOWING SERVICES

THIS AGREEMENT is made and entered into this 28th day of JUNE, 2024, by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), and **EVERGREEN IRRIGATION, INC. d/b/a EVERGREEN OUTDOOR**, with offices at 386 Lucy Road, Howell, Michigan, 48843 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the County requires a grounds maintenance and mowing services contract for the County's West Complex, East Complex, Community Mental Health, Brighton District Court, Spencer J. Hardy Airport, Spencer J. Hardy – HANGER, Dental Clinic, Downtown Complex, Intermodal Building, Hamburg Ambulance Base Station, 911 Central Dispatch West Complex, Sheriff's Department/Jail West Complex, Brighton Ambulance Base Station, EMS Public Safety Building, Fowlerville Ambulance EMS Base, Poor County Farm and any other complex property as the County acquired by the County prior to and/or during the term of this Agreement; and

WHEREAS, the Contractor has submitted a proposal to provide the County with grounds maintenance and mowing services which it requires for the years 2024, 2025, 2026, 2027, 2028 and 2029; and

WHEREAS, the County accepts the Contractor's proposal subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

1. **AGREEMENT PERIOD AND TERMINATION.** It is expressly understood and agreed by both the County and the Contractor that this Agreement covers the period of **June 1, 2024**, through **June 1, 2029**.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated, with or without cause, by the County at any time upon delivery of thirty (30) calendar days prior written notice to the Contractor. In the event this Agreement is prematurely terminated, the County shall compensate the Contractor for services performed up to the effective date of termination.

2. **SERVICES TO BE PROVIDED BY THE CONTRACTOR.**

A. The Contractor shall perform and complete grounds maintenance and mowing services and spring and fall clean-up as required by the County at the following locations:

LOCATIONS	
(1) Intermodal Complex 3950 W. Grand River Howell, Michigan	(8) Brighton District Court 224 First Street Brighton, Michigan
(2) Downtown Complex 200/304 East Grand River Howell, Michigan	(9) Poor County Farm County Farm Road Between Coon Lake & Sexton
(3) East Complex 2280/2300 East Grand River Howell, Michigan	(10) EMS Public Safety Building 1911 Tooley Road Howell, Michigan
(4) Community Mental Health 2280 East Grand River Howell, Michigan	(11) Dental Clinic 1335 Byron Road Howell, MI
(5) Hamburg Ambulance Base Station 3706 M-36 Pinckney, Michigan	(12) Spencer J. Hardy-HANGER 3480 West Grand River Howell, MI For this location services are to be provided for just the area outside of the fence at the big hanger.
(6) Brighton Ambulance Base Station 5360 South Old US 23 Brighton, Michigan	(13) Spencer J. Hardy Airport 3800 West Grand River Howell, MI This location includes the Grand River frontage, the area outside the fence, and the boulevard area between the drive and Grand River.
(7) Fowlerville Ambulance Base Station 200 N. Grand Street Fowlerville, Michigan	(14) West Complex SW Corner of Grand River & Highlander Way Howell, Michigan This location includes the Grand River footage, outside the fence and the boulevard area between the drive and Grand River.

- B. The Contractor shall perform and complete sprinkler maintenance, repair, start-up and winterization of sprinklers at the following locations:

LOCATIONS	
(1) Judicial Center 204 S. Highlander Way Howell, Michigan	(4) Community Mental Health 2280 East Grand River Howell, Michigan
(2) Sheriff's Department 150 S. Highlander Way Howell, Michigan	(5) 911 Central Dispatch 300 S Highlander Way Howell, MI 48843
(3) Downtown Complex 200/304 East Grand River Howell, Michigan	(6) EMS Public Safety Building 1911 Tooley Road Howell, Michigan

The services required by this Agreement shall be provided to any other complex/property acquired by the County prior to and/or during the term of this Agreement that the County notifies the Contractor in writing is to be covered by this Agreement. The County's Facility Services Department Director can discontinue services at any location during the term of this Agreement upon written notice to Contractor.

The grounds maintenance mowing and sprinkler services to be provided by the Contractor are more fully set forth in the attached **Section 1.1B. SCOPE OF SERVICES**, from the County's Request for Qualifications (RFQu) bearing **RFQu-#LC-24-04 Lawn Care and Snow Removal Services**, pages 6-9, which is labeled **Exhibit A**, and is incorporated by reference into this Agreement and made a part hereof.

The County shall consider the Contractor to be the sole point of contact with regard to the services to be provided under this Agreement and contractual matters arising therefrom, including payment of any and all charges resulting from this Agreement.

It is expressly understood and agreed by the Contractor that the County's Facility Services Director shall monitor the work done by the Contractor and can discontinue services at any location during the term of this Agreement upon delivery of written notice to the Contractor.

3. STATEWIDE COOPERATIVE CONTRACT. The Contractor shall cooperate with the Michigan Association of Counties CoPro+ program, and other governmental entities, to market and extend this Agreement to other municipalities and educational entities throughout the State of Michigan, enabling other government municipalities and educational entities throughout the State of Michigan to purchase the Contractor's products and services from this competitively awarded Agreement. **All pricing submitted to the County and its participating entities shall include a 2% administrative/remittance fee to be remitted to CoPro+ by the Contractor on a quarterly basis. Administrative/remittance fees will be paid against actual sales volume for each quarter. It is the Contractor's responsibility to keep all pricing up to date and on file with the County and CoPro+. All price changes shall be presented to the County in writing for acceptance, using the same format as was accepted in the Contractor's Proposal (defined below).**

Requests for services will be initiated by participating entities as specific needs arise. Participating entities will issue an individual Purchase Order or written agreement with change orders, and the Contractor shall respond directly to the requesting participating entity within the timeframe specified in the individual Purchase Order.

4. VEHICLES, EQUIPMENT AND MATERIALS TO BE UTILIZED BY THE CONTRACTOR. The Contractor, in performing the grounds maintenance, mowing and sprinkler maintenance services required by this Agreement, shall be responsible for providing, utilizing, and maintaining all the vehicles and equipment necessary to perform the services required by this Agreement. The Contractor shall further provide all necessary material, including, but not limited to, fertilizer, herbicide, and mulching replacement. The Contractor must obtain prior approval from the Facility Services Department Director prior to the use of herbicide or any chemicals.

5. COMPENSATION. Contractor shall monthly bill and be paid for the grounds maintenance and mowing services performed under this Agreement in accordance with the **RFQu's Pricing Proposal Form** submitted by the Contractor, a copy of which is attached to this Agreement, labeled **Exhibit B**, and is incorporated by reference into this Agreement and made a part hereof. Each bill shall be submitted to the County's Facility Services Director. The County shall process and pay each bill in accordance with the County's procedure for payment of Accounts Payable after verification by the County's Facility Services Director that the services billed have been satisfactorily provided and have not already been paid for.

If this Agreement is prematurely terminated for any reason, the Contractor shall be compensated in accordance with this Agreement only for services completed as of the effective date of termination.

6. ACCOUNTING PROCEDURES AND ACCESS TO RECORDS. The Contractor's accounting procedures and internal financial controls shall conform to generally accepted accounting practices in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified therefrom. The County and its representatives shall be allowed to access, review and, at the County's expense, copy the Contractor's records pertaining to the Contractor's activities under this Agreement during the County's normal business hours. All records and supporting documentation pertaining to services performed under this Agreement must be retained and available for audit purposes for three (3) years following the termination of this Agreement or such longer period of time as may be required by law.

7. COMPLIANCE WITH THE LAW. In performing the services to be conducted under this Agreement, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, rules, and regulations.

8. NONDISCRIMINATION. The Contractor shall adhere to all Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination in regard to employees and applicants for employment, which include, but is not limited to, the following:

- A. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and rules adopted thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC ' 12101 et seq.), as amended, and regulations promulgated thereunder.

The Contractor and its subcontractors, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, gender expression or identity, genetic information, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

9. SAFETY. The Contractor and its subcontractors performing services under this Agreement shall comply with all applicable Federal and State Occupational Safety and Health Administration ("OSHA") rules and regulations, State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Contractor and its subcontractors shall also be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site areas covered under this Agreement.

10. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that the Contractor is an independent contractor. The County is interested only in the results to be achieved by the work to be performed by the Contractor under this Agreement. The conduct and control of the work shall rest solely with the Contractor. The Contractor, its employees, and agents shall in no way be deemed to be and shall not hold themselves out as an employee, servant, or agent of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident

insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor shall be responsible for paying all compensation due its subcontractors and its employees for work performed pursuant to this Agreement, and for the withholding and payment of all applicable taxes, including but not limited to, income and social security taxes, to the proper Federal, State and local governments.

11. INDEMNIFICATION AND HOLD HARMLESS. The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the County and its elected and appointed officers, employees and agents from all claims, damages (including, but not limited to, direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that they may incur as a result of any acts, omissions, or negligence of the Contractor, its employees or agents or subcontractors or sub-subcontractors or any of their officers, employees or agents that may arise out of this Agreement.

The Contractor's indemnification responsibilities under this section shall include the sum of damages, costs, and expenses which are in excess of the sum of damages, costs, and expenses which are paid out on behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

12. INSURANCE. The Contractor shall procure and maintain during the term of this Agreement the following insurance coverage requirements. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the County and have an A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- A. The Contractor shall carry Worker's Compensation Insurance and Employer's Liability Insurance Coverage, as required by law. In the event that the Contractor uses subcontractors and sub-subcontractors for the performance of services required under this Agreement, the Contractor shall ensure that said subcontractors and sub-subcontractors carry Workers' Compensation Insurance and Employers Liability Insurance Coverage, as required by law.
- B. The Contractor shall be responsible for insuring all its tools and equipment and all materials which it may use and/or leave at the work sites. The County shall not be responsible for any loss or damage to the Contractor's tools and materials.
- C. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, for Personal Injury or Bodily Injury and \$1,000,000 per occurrence and/or aggregate for Property Damage. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations Coverage; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent, if not in policy proper; and (5) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable.
- D. Motor Vehicle Liability Insurance with Michigan No-Fault coverages including all owned, non-owned, and hired vehicles of not less than \$1,000,000 per occurrence combined single limit.
- E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance as described above shall include the following as "Additional Insured": County of Livingston, all County of Livingston's elected and appointed officials, employees, volunteers, boards, commissioners, and/or authorities and board members, including employees and volunteers thereof. Said insurance shall be considered to be primary coverage to the Additional Insured and not as contributing with any other insurance or similar protection available to the Additional Insured, regardless whether said other available coverage be primary, contributing or excess.

- F. Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance as described above shall include an endorsement stating the following: It is understood and agreed that thirty (30) days, ten (10) days for non-payment of premium, Advanced Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: Livingston County Purchasing, 304 E. Grand River, Suite 204, Howell, Michigan 48843.
- G. The Contractor shall provide the County with certificates of insurance showing the acquisition of the insurance coverages required by this section.
- When submitting the certificates of insurance the Contractor shall ensure that they are accompanied by a written memo or statement that they cover Grounds Maintenance and Mowing Services.**
- H. If any of the above coverage(s) expire during the term of this Agreement, the Contractor shall deliver renewal certificates and endorsements to the County at least ten (10) days prior to the expiration date. The required Certificate of Liability Insurance and endorsements must be submitted to the Purchasing Office upon a fully executed written agreement. The Insurance Certificate and endorsements may be faxed or emailed to: **517.546.7266** or FS-Procurement@livgov.com.

13. IRAN LINKED BUSINESS. The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO (2) TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

14. WAIVERS. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the County while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

15. AMENDMENTS. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the authorized representatives of both the County and the Contractor.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or any part thereof to any person, firm, corporation or company unless such assignment is approved in writing by the Livingston County Board of Commissioners.

17. CONTRACTING WITH OTHERS. It is expressly understood and agreed that the Contractor is free to contract at any time with others to perform services similar to those to be provided under this Agreement.

18. APPLICABLE LAW AND VENUE. This Agreement shall be construed according to the laws of the State of Michigan. The County and Contractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

19. SECTION TITLES. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

20. COMPLETE AGREEMENT. This Agreement, and the attached Exhibits A and B that are incorporated herein by reference, contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

21. INVALID/UNENFORCEABLE PROVISIONS. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

22. SURVIVAL. All rights, duties and responsibilities of any party under this Agreement or provision of this Agreement that either expressly or by their nature, extend into the future shall survive the termination of this Agreement.

23. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The people signing on behalf of the parties to this Agreement hereby certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

[Signatures on following Page]

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

COUNTY OF LIVINGSTON

BY:



JAY R. DRICK - CHAIRMAN
COUNTY BOARD OF COMMISSIONERS

Dated: 7/2/2024

EVERGREEN OUTDOOR, INC.

BY:



Name:

Carol Brockway

Title:

Vice President

Dated: 6/28/24

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: JENNIFER L. BLISS 6/10/2024

N:\Client\Livingston\Brd of Commr\Agreements\Evergreen\2024\Ground Maintenance Agr with Evergreen Outdoor, Inc. 2024 JLB.docx

\\sifi\Board-Admin\WP\Contracts\Agreements\WORD Agts\CoPRO - 24-05-077 - Facilities - EVERGREEN - Ground Maintenance & Mowing Services - 2024-2029 (JLB) - AGT.docx



7. New EMS Base 200 N. Grand Fowlerville, MI. 48836

During the term of the contract upon written notice to the Contractor, services may be discontinued at any location.

B. MOWING

B.1 Minimum Mandatory Requirements

- All Bids will be reviewed for compliance with the mandatory requirements. Bids deemed nonresponsive will be eliminated from further consideration.
- a. The contractor must be organized for the purpose of providing mowing services and must have a minimum of five (5) years previous experience. Include a brief company history in Section 2.1.
 - b. The contractor shall submit a list of three (3) current references, including name of business, address, contact person and phone number (see Section 2.2).
 - c. The bidder must have a proven ability for a contract start-up date by spring of 2024 for mowing services.

B.2 Mowing Qualifications

- To be considered for award of this contract, the contractor must be able to meet the following minimum requirements:
- a. The contractor must have qualified and trained staff and sufficient equipment and materials to successfully complete the contract requirements.
 - b. The contractor must have the capability to supervise and monitor the process ensuring satisfactory provision of services in a safe working environment. Contractor shall provide work uniforms and/or identification of employees while working on County grounds.
 - c. The contractor must be able to meet all insurance requirements in regard to Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Insurance as outlined in this RFQu.
 - d. The contractor shall observe all MI-OSHA prescribed safety regulations and practices. The absence of requirements covering specific equipment, operations, or hazards shall not relieve the contractor of the responsibility of taking further action to provide maximum safety in the performance of lawn mowing.
 - e. The contractor must own or obtain the necessary equipment to accomplish the task and frequency set out for Mowing services at all listed facility locations. The contractor must provide a list of equipment available for this contract with the submission of their response to this RFQu. The Facility Services Director, at his discretion, may request an inspection of the equipment prior to the award of this RFQu.
 - f. The Contractor shall acknowledge that they have read and will follow the applicable Landscaping Practices as outlined in the following link: <https://www.mnla.org/resources>.

B.3 Scope of Services

The awarded contractor shall provide the following services:

- A. Turf Maintenance

During the early growing season, approximately April 15th through June 15th, turf areas shall be mowed by the contractor once every seven days. More frequent mowing shall be required if general turf growth exceeds 5".

After June 1st, mowing shall be performed as turf height reaches 4". The frequency of mowing will be regulated by actual growth and mowing schedule. The contractor shall set mowing height of equipment at a minimum of two (2) inches and a maximum of three (3) inches. Mower height shall be adjusted and measured on a flat paved surface. The contractor shall maintain sharp blades on all mowers. Any trash, branches, etc., on lawns shall be picked up before mowing.

Clippings may be left on the lawn if the mowing is performed in a timely manner and clippings are not visible by the end of the property visit. The contractor shall not be allowed to blow clippings into plant beds or mulch beds. Clippings on sidewalks shall be removed immediately by the contractor.

Vegetation growing from cracks or joints in paving shall be removed immediately by the contractor. The contractor shall also apply the appropriate chemical to kill the root system. Chemical used must be approved in advance by the Facility Services Director.

The contractor shall have two days maximum to complete a mowing once it is begun. If a mowing is delayed or interrupted due to inclement weather, the contractor shall begin or finish the mowing as soon as weather permits. **The contractor will not receive payment for an incomplete mowing or service.**

Trimming the turf edge at trees, buildings, sidewalks, posts, site furnishings and mulch beds shall be executed by the contractor to maintain a crisp edge.

B. Sprinklers

Start Up, Winterization and Repairs For the locations listed within Table B.5 – Sprinkler Locations, the awarded contractor shall provide start-up, winterization and as needed repair services. For the Judicial Center, sprinklers are located around the building. For the Livingston County Sheriff's department, sprinklers are located at the front of the building only. For the Downtown Complex, sprinklers are located around the Historical Courthouse as well as, within the amphitheater located between the Historical Courthouse and Administration Building.

The contractor shall provide annual sprinkler start up services within one (1) week of the first 75-degree day, which is generally completed by June 1.

The contractor shall provide annual sprinkler winterization services no later than October 1.

The contractor shall provide as needed repair and maintenance services for all locations detailed within Table B.5 Sprinkler Locations.

B.4 Mowing Locations

1. Intermodal Complex 3950 W. Grand River Howell, Michigan	2. Downtown Complex 200/304 East Grand River Howell, Michigan
3. East Complex 2280 / 2300 East Grand River Howell, Michigan	4. Dental Clinic 1335 Byron Road Howell, Michigan

5. Hamburg Ambulance Base Station 3706 M-36 Pinckney, Michigan	6. Brighton Ambulance Base Station 5360 South Old US 23 Brighton, Michigan
7. Brighton District Court 224 First Street Brighton, Michigan	8. EMS Public Safety Building 1911 Tooley Road Howell, Michigan
9. New EMS Base 200 N. Grand Fowlerville, MI. 48836	10. Poor County Farm Poor County Farm is a cemetery. Directions are: County Farm Road between Coon Lake Road and Sexton Road. Take Sunset Meadow Drive east, then south on Magnolia Garden. Entrance is between the second and third house on the right.
Optional Sites	
1. Spencer J. Hardy Airport 3800 W. Grand River Howell, Michigan This location includes the Grand River frontage, outside the fence and the boulevard area between the drive and Grand River.	2. Spencer J. Hardy - Hangar 3480 W. Grand River Howell, Michigan Just the area outside of the fence at the big hangar.
3. West Complex SW corner of Grand River & Highlander Way	4. Community Mental Health 2280 East Grand River Howell, Michigan
5. Any other complex/property acquired by the County prior to and/or during the term of the contract.	

Services may be discontinued at any location during the term of the contract upon written notice to the Contractor.

B.5 Sprinkler Locations

1. Judicial Center 204 S. Highlander Way Howell, Michigan	2. Livingston County Sheriff's Department 150 S. Highlander Way Howell, Michigan
3. Downtown Complex 200 / 304 East Grand River Howell, Michigan	4. Community Mental Health 2280 East Grand River Howell, Michigan
5. 911 Central Dispatch	6. EMS Public Safety Building 1911 Tooley Road Howell, Michigan
7. Any other complex/property acquired by the County prior to and/or during the term of the contract.	

Services may be discontinued at any location during the term of the contract upon written notice to the Contractor.

C. LANDSCAPING

A. Plant and Mulch Beds

The contractor shall implement, if necessary, and maintain a 2-foot minimum radius of clear area at the base of all trees in turf areas. The contractor may be required to replace trees that are damaged by their equipment. The contractor shall implement, if necessary, and maintain a 6-inch minimum border between turf areas and building walls, posts, signs, and fences having painted surfaces that might be damaged by weed-eaters. Any damages will be repaired by the contractor at no expense to Livingston County.

The successful contractor shall turn the mulch bedding as needed. We would like to maintain a 2" minimum of mulch so the beds will have a neat and weed-free appearance. Vendor shall supply the mulch and the county will be billed for the actual amount used. Contract shall receive the Facility Services Director approval prior the additional mulch being provided.

Weeds in planted and mulched beds shall be removed as needed. Beds are to maintain a neat appearance. If additional services are required, Contractor shall notify the Facility Services Director. Additional services shall only be performed if approved in advance, in writing, by the Facility Services Director. The contractor may use herbicide but must get prior approval for materials and procedures from the Facility Services Director. The contractor shall comply with the manufacturer's recommendations and all applicable local, state, and federal laws, requirements and provisions. The contractor must adhere to state licensing requirements for the use of herbicides and acquire the necessary permits and/or applicators license if required. Damage to plants and property caused by the misuse of herbicides is the responsibility of the contractor. The contractor shall bring plant material to the condition as existed prior to damages at no cost to Livingston County. The contractor is encouraged to use a pre-emergence to reduce weed growth in plant beds and shall turn the mulch bedding. Vendor shall supply the mulch and the County will be billed for the actual amount used.

B. Edging

The contractor shall edge the turf at sidewalks and other paved surfaces once a month. The contractor is encouraged to use a metal edger with the exception of special paving areas where damage may occur. At special paving areas, the contractor may edge with nylon cord weed-eaters.

C. Pruning Small Trees and Shrubs

The contractor shall prune small trees (less than 14 feet) by July 15th and all shrubs should be **twice a season** rather than as needed. The shrubs shall be pruned during late spring/early summer. Pruning helps control plant growth and determines what types of growth the plant will develop. The late summer/fall pruning of shrubs is for shaping and revitalizing plant material. Although only two (2) comprehensive shrub prunings are required by this contract, the contractor shall touch-up prune as necessary during the growing season.

The contractor will be allowed to use electric or gas-powered shears to prune plant material. The contractor shall prune all plant material to attain a natural and symmetrical form. Hedges are the exception and shall be maintained in dense, healthy, and geometric form.

All debris resulting from pruning operations will be removed from the property and disposed of in a suitable manner by the contractor.

The contractor shall comply with all applicable sections of the pruning guidelines.



Attachment A – Mowing Services Pricing Proposal

Vendor Name:	Evergreen Irrigation, Inc. DBA Evergreen Outdoor, Inc.
--------------	---

MOWING SERVICES

Location	Per Mowing Section B.3.A
1. Intermodal Complex	\$ 200
2. Downtown Complex	\$ 200
3. East Complex	\$ 150
4. Dental Clinic	\$ 60
5. Hamburg Ambulance Base Station	\$ 55
6. Brighton Ambulance Base Station	\$ 40
7. Brighton District Court	\$ 50
8. EMS Public Safety Building	\$ 270
9. New EMS Base, Fowlerville	\$ 55
10. Poor County Farm	\$ 50
1. <i>Spencer J. Hardy Airport (optional)</i>	\$ 40
2. <i>Spencer J. Hardy Hangar (optional)</i>	\$ 35
3. <i>West Complex (optional)</i>	\$ 860 Includes mowing at 911*
4. <i>Community Mental Health (optional)</i>	\$ 85

Total:

Attachment A – Landscaping Services Pricing Proposal

Vendor Name:	Evergreen Irrigation, Inc. DBA Evergreen Outdoor, Inc
--------------	---

LANDSCAPING SERVICES
All mowing prices Include Edging* **Per Yard Price Includes Material* **Start Up/Winterization
Non-24/7 Locations and Labor

Location	Plant & Mulch Beds	Edging per hour	Pruning Small Trees & Shrubs	Mulch Installation Per Yard	Fertilization per application	Sprinkler Service
1. West Complex	\$ 120	\$ *SEE ABOVE	\$ 550	\$ *80 See Above	\$ 525	\$ 175/175
2. East Complex	\$ 30	\$ "	\$ 60	\$ "	\$ 510	\$ X
3. Community Mental Health	\$ 30	\$ "	\$ 60	\$ "	\$ 160	\$ 90/80
4. Brighton District Court	\$ 20	\$ "	\$ 75	\$ "	\$ 70	\$ X
5. Spencer J. Hardy Airport	\$ 20	\$ "	\$ 50	\$ "	\$ X	\$ X
6. Spencer J. Hardy Hangar	\$ 20	\$ "	\$ 50	\$ "	\$ X	\$ X
7. Dental Clinic	\$ 40	\$ "	\$ 60 <small>Text</small>	\$ "	\$ 110	\$ 70/70
8. Downtown Complex	\$ 40	\$ "	\$ 150	\$ "	\$ 235	\$ 100/100
9. Any other complex/property	\$ See Below	\$	\$	\$	\$	\$
24/7 Locations						
1. Intermodal Building	\$ 20	\$ "	\$ 60	\$ "	\$ ^{735*} *see below	\$ X
2. Hamburg Ambulance Base	\$ 25	\$ "	\$ 50	\$ "	\$ 175	\$ X
3. 911 Emergency Management West Complex	\$ 65	\$ "	\$ 100	\$ "	\$ 375	\$ 100/100
4. Sheriff's Department/Jail	\$ 25	\$ "	\$ 50	\$ "	\$ 335	\$ 75/75
5. Brighton Ambulance Base	\$ 20	\$ "	\$ 60	\$ "	\$ 65	\$ X
6. Public Safety Complex	\$ 100	\$ "	\$ 250	\$ "	\$ 550	\$ 250/225
7. New EMS Base 200 N. Grand Fowlerville	\$ 30	\$ "	\$ 50	\$ "	\$ 80	\$ X

Animal Control:
 Pruning: \$125
 Mulch: \$80 per yard

Law Center:
 Fertilization (1 application) \$235

*Intermodal Fert:
 One time Weed Application: \$735
 Turf Fertilization: \$870

For All Locations:

Natural Edge Creation is billed at \$65 per man hour

Spring/Fall Clean Up are billed at \$65 per man hour and \$15 per yard of disposal

LANDSCAPING SERVICES (continued):

Non-24/7 Locations			
Location	Natural Edge Creation Per Hour	Spring/Fall Clean-Up Per Hour	Chemical Weed Control Per Application
1. West Complex	\$ 65	\$ 65	\$ 125
2. East Complex	\$ "	\$ "	\$ 90
3. Community Mental Health	\$ "	\$ "	\$ 80
4. Brighton District Court	\$ "	\$ "	\$ 65
5. Spencer J. Hardy Airport	\$ "	\$ "	\$ 65
6. Spencer J. Hardy Hangar	\$ "	\$ "	\$ 65
7. Dental Clinic	\$ "	\$ "	\$ 75
8. Downtown Complex	\$ "	\$ "	\$ *125
9. Any other complex/property	\$ "	\$ "	\$
24/7 Locations			
1. Intermodal Building	\$ "	\$ "	\$ 95
2. Hamburg Ambulance Base	\$ "	\$ "	\$ 65
3. 911 Emergency Management West Complex	\$	\$	\$ 90
4. Sheriff's Department/Jail	\$ "	\$ "	\$ 75
5. Brighton Ambulance Base	\$ "	\$ "	\$ 65
6. Public Safety Complex	\$ "	\$	\$ 125
7. New EMS Base 200 N. Grand Fowlerville	\$	\$	\$ 65

Includes spraying cracks at
Amphitheatre

STATEWIDE COOPERATIVE AGREEMENT FOR SNOW REMOVAL SERVICES

THIS AGREEMENT is made and entered into this 28th day of JUNE, 2024, by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), and **EVERGREEN IRRIGATION, INC. d/b/a EVERGREEN OUTDOOR, INC.**, whose business address is 386 Lucy Road, Howell, MI 48843 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the County requires snow removal services for all County building parking lots and sidewalks for the County's West Complex, East Complex, Community Mental Health, Brighton District Court, Spencer J. Hardy Airport, Spencer J. Hardy – HANGER, Dental Clinic, Downtown Complex, Intermodal Building, Hamburg Ambulance Base Station, 911 Central Dispatch, West Complex, Sheriff's Department/Jail West Complex, Brighton Ambulance Base Station, Fowlerville Ambulance EMS Base, EMS Public Safety Building, and any other complex property as the County acquired by the County prior to and/or during the term of this Agreement; and

WHEREAS, the Contractor has submitted a proposal to the County to provide the County with the snow removal services which it requires for the years 2024, 2025, 2026, 2027, 2028 and 2029; and

WHEREAS, the County accepts the Contractor's proposal subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

1. **AGREEMENT PERIOD AND TERMINATION.** It is expressly understood and agreed by both the County and the Contractor that this Agreement covers the period of **June 1, 2024**, through **June 1, 2029**.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated, with or without cause, by the County at any time upon delivery of thirty (30) calendar days prior written notice to the Contractor. In the event this Agreement is prematurely terminated, the County shall compensate the Contractor for services performed up to the effective date of termination.

2. **SERVICES TO BE PROVIDED BY THE CONTRACTOR.** The Contractor shall provide the County with snow plowing and salting services for County building parking lots and sidewalks as required by the County at the following locations:

A. **The following locations require 7-day/24-hour service:**

7-DAY / 24-HOUR SERVICE LOCATIONS	
(1) Intermodal Complex 3950 W. Grand River Howell, Michigan	(5) EMS Public Safety Building 1911 Tooley Road Howell, Michigan
(2) Hamburg Ambulance Base Station 3706 M-36 Pinckney, Michigan	(6) 911 Central Dispatch - West Complex 300 Highlander Way Howell, Michigan
(3) Brighton Ambulance Base Station 5360 South Old US 23 Brighton, Michigan	(7) Sheriff's Department / Jail West Complex 150 S. Highlander Way Howell, Michigan
(4) Fowlerville Ambulance Base Station 200 N. Grand Street Fowlerville, Michigan	

B. The following locations do not require 7-day/24-hour service:

NON 7-DAY / 24-HOUR SERVICE LOCATIONS	
(8) Downtown Complex 200 / 304 East Grand River Howell, Michigan At this location, the sidewalk area edged with grass does not need to be cleared of snow in the winter. This would include the upper area on the West side, the amphitheater, and the lower area on the southwest. This is considered a 7-day location, but not 24-hours.	(12) Brighton District Court 224 First Street Brighton, Michigan
	(13) Dental Clinic 1335 Byron Road Howell, Michigan
(9) East Complex 2280 / 2300 East Grand River Howell, Michigan	(14) Spencer J. Hardy-HANGER 3480 West Grand River Howell, MI. For this location services are to be provided for just the area outside of the fence at the big hanger
(10) West Complex Corner of Grand River & South Highlander Way Howell, Michigan	(15) Spencer J. Hardy Airport 3800 West Grand River Howell, MI This location includes the Grand River frontage, the area outside the fence, and the boulevard area between the drive and Grand River.
(11) Community Mental Health 2280 East Grand River Howell, Michigan	

The services required by this Agreement shall be provided to any other complex/property acquired by the County prior to and/or during the term of this Agreement that the County notifies the Contractor in writing is to be covered by this Agreement. The County's Facility Services Department Director can discontinue services at any location during the term of this Agreement upon written notice to Contractor.

The scope of service is more fully set forth in the attached Exhibit A, which is Section 1.0. SCOPE OF SERVICES, pages 3-6 of the County's Request for Qualifications (RFQu) bearing RFQu-#LC-24-04 Lawn Care and Snow Removal Services. The attached Exhibit A is incorporated by reference into this Agreement and made a part thereof.

The Contractor's representatives, by his/her signing this Agreement on Contractor's behalf, acknowledge the Contractor's receipt of the brochure "Salt Storage and Application Techniques" by SEMCOG and that Contractor has read and shall follow the applicable Best Management Practices for

salt application as set forth in said brochure. The “**Salt Storage and Application Techniques**” brochure is incorporated by reference into this Agreement and is attached hereto as a part of the **Exhibit A**.

The County shall consider the Contractor to be the sole point of contact with regard to the services to be provided under this Agreement and contractual matters arising therefrom, including payment of any and all charges resulting from this Agreement.

It is expressly understood and agreed by the Contractor that the County’s Facility Services Director shall monitor the work done by the Contractor and can discontinue services at any location during the term of this Agreement upon delivery of written notice to the Contractor.

3. STATEWIDE COOPERATIVE CONTRACT. The Contractor shall cooperate with the Michigan Association of Counties CoPro+ program, and other governmental entities, to market and extend this Agreement to other municipalities and educational entities throughout the State of Michigan, enabling other government municipalities and educational entities throughout the State of Michigan to purchase the Contractor’s products and services from this competitively awarded Agreement. **All pricing submitted to the County and its participating entities shall include a 2% administrative/remittance fee to be remitted to CoPro+ by the Contractor on a quarterly basis. Administrative/remittance fees will be paid against actual sales volume for each quarter. It is the Contractor’s responsibility to keep all pricing up to date and on file with the County and CoPro+. All price changes shall be presented to the County in writing for acceptance, using the same format as was accepted in the Contractor’s Proposal (defined below).**

Requests for services will be initiated by participating entities as specific needs arise. Participating entities will issue an individual Purchase Order or written agreement with change orders, and the Contractor shall respond directly to the requesting participating entity within the timeframe specified in the individual Purchase Order.

4. VEHICLES, EQUIPMENT AND MATERIALS TO BE UTILIZED BY THE CONTRACTOR. The Contractor shall be responsible for providing, utilizing, and maintaining all the vehicles and equipment which is necessary to perform the services required by this Agreement. All trucks shall be equipped with back up beepers. The Contractor shall further provide all necessary materials, with the exception of salt and ice-melter, which shall be supplied by the County.

5. COMPENSATION. It is expressly understood and agreed that the Contractor shall be compensated for the services performed under this Agreement in accordance with the attached RFQu’s Pricing Proposal Form submitted by the Contractor, a copy of which is attached to this Agreement, labeled **Exhibit B**, and is incorporated by reference into this Agreement and made a part thereof. Each bill shall be submitted to the County’s Facility Services Director. The County shall process and pay each bill in accordance with the County’s procedure for payment of Accounts Payable after verification by the County’s Facility Services Director that the services billed have been satisfactorily provided and have not already been paid for.

If this Agreement is prematurely terminated for any reason, the Contractor shall be compensated in accordance with this Agreement only for services completed as of the effective date of termination.

6. ACCOUNTING PROCEDURES AND ACCESS TO RECORDS. The Contractor’s accounting procedures and internal financial controls shall conform to generally accepted accounting practices in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified therefrom. The County and its representatives shall be allowed access to, review of, and to copy at the County’s expense the Contractor’s records pertaining to the Contractor’s activities under this Agreement during the County’s normal business hours. All records and supporting documentation pertaining to services performed under this Agreement must be retained and available for audit purposes

for three (3) years following the termination of this Agreement or such longer period of time as may be required by law.

7. COMPLIANCE WITH THE LAW. In performing the services to be conducted under this Agreement, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, rules, and regulations.

8. NONDISCRIMINATION. The Contractor shall adhere to all Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination in regards to employees and applicants for employment which include, but is not limited to, the following:

- A. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and rules adopted thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC § 12101 et seq.), as amended, and regulations promulgated thereunder.

The Contractor and its subcontractors, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, gender identity or expression, genetic information, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

9. SAFETY. The Contractor and its subcontractors performing services under this Agreement shall comply with all Federal and State Occupational Safety and Health Administration ("OSHA") rules and regulations, State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Contractor and subcontractors shall be held responsible for the safety of their employees and any unsafe act or conditions that may cause injury or damage to any persons or property within and around the work site areas under this Agreement.

10. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that the Contractor is an independent contractor. The County is interested only in the results to be achieved by the work to be performed by the Contractor under this Agreement. The conduct and control of the work shall rest solely with the Contractor. The Contractor, its employees, and agents shall in no way be deemed to be and shall not hold themselves out as an employee, servant or agent of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor shall be responsible for paying any vendors providing supplies which the Contractor utilizes in the performance of services under this Agreement. The Contractor shall also be responsible for paying all compensation due its subcontractors and employees for work performed pursuant to this Agreement, and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments.

11. INDEMNIFICATION AND HOLD HARMLESS. The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless, the County and its elected and appointed officers, employees and agents from all claims, damages (including, but not limited to, direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions, or negligence of the Contractor, its employees or agents or its subcontractors and sub-subcontractors, or any of their officers, employees or agents which may arise out of this Agreement.

The Contractor's indemnification responsibilities under this section shall include the sum of damages, costs, and expenses which are in excess of the sum of damages, costs, and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County or its elected and appointed officers, employees, agents or by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

12. INSURANCE. The Contractor shall procure and maintain during the term of this Agreement the following insurance coverage requirements. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the County and have an A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- A. The Contractor shall carry Worker's Compensation Insurance and Employer's Liability Insurance Coverage, as required by law. In the event that the Contractor uses subcontractors and sub-subcontractors for the performance of services required under this Agreement, the Contractor shall ensure that said subcontractors and sub-subcontractors carry Workers' Compensation Insurance and Employers Liability Insurance Coverage, as required by law.
- B. The Contractor shall be responsible for insuring all its tools and equipment and all materials which it may use and/or leave at the work sites. The County shall not be responsible for any loss or damage to the Contractor's tools and materials.
- C. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, for Personal Injury or Bodily Injury and \$1,000,000 per occurrence and/or aggregate for Property Damage. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations Coverage; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent, if not in policy proper; and (5) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable.
- D. Motor Vehicle Liability Insurance with Michigan No-Fault coverages including all owned, non-owned, and hired vehicles of not less than \$1,000,000 per occurrence combined single limit.
- E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance as described above shall include the following as "Additional Insured": County of Livingston, all County of Livingston's elected and appointed officials, employees, volunteers, boards, commissioners, and/or authorities and board members, including employees and volunteers thereof. Said insurance shall be considered to be primary coverage to the Additional Insured and not as contributing with any other insurance or similar protection available to the Additional Insured, regardless whether said other available coverage be primary, contributing or excess.
- F. Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance as described above shall include an endorsement stating the following: It is understood and agreed that thirty (30) days, ten (10) days for non-payment of premium, Advanced Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: Livingston County Purchasing, 304 E. Grand River, Suite 204, Howell, Michigan 48843.
- G. The Contractor shall provide the County with certificates of insurance showing the acquisition of the insurance coverages required by this section.
When submitting the certificates of insurance the Contractor shall ensure that they are accompanied by a written memo or statement that they cover Grounds Maintenance and Mowing Services.
- H. If any of the above coverage(s) expire during the term of this Agreement, the Contractor shall deliver renewal certificates and endorsements to the County at least ten (10) days prior to the

expiration date. The required Certificate of Liability Insurance and endorsements must be submitted to the Purchasing Office upon a fully executed written agreement. The Insurance Certificate and endorsements may be faxed or emailed to: (517) 546-7266 or FS-Procurement@livgov.com.

13. IRAN LINKED BUSINESS. The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO (2) TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

14. WAIVERS. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege thereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the County while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

15. AMENDMENTS. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the authorized representatives of both the County and the Contractor.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or any part thereof to any person, firm, corporation or company unless such assignment is approved in writing by the Livingston County Board of Commissioners.

17. CONTRACTING WITH OTHERS. It is expressly understood and agreed that the Contractor is free to contract at any time with others to perform services similar to those to be provided under this Agreement.

18. APPLICABLE LAW AND VENUE. This Agreement shall be subject to and construed according to the laws of the State of Michigan. The County and the Contractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be in the State of Michigan and established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

19. SECTION TITLES. The titles of the sections set forth in this Agreement are for reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

20. COMPLETE AGREEMENT. This Agreement, and the attached Exhibits A and B, and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

21. INVALID/UNENFORCEABLE PROVISIONS. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any state or federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

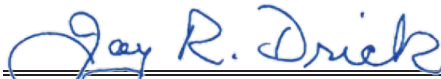
22. SURVIVAL. All rights, duties and responsibilities of any party under this Agreement or provision of this Agreement that either expressly or by their nature, extend into the future shall survive the termination of this Agreement.

23. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The people signing on behalf of the parties to this Agreement hereby certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS SNOW REMOVAL SERVICES AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LIVINGSTON

BY:



JAY R. DRICK - CHAIRMAN
COUNTY BOARD OF COMMISSIONERS

Dated: 7/2/2024

EVERGREEN OUTDOOR, INC.

BY:



(Signature)

Name:

Carol Brockway

Title:

Vice President

(Print or Type)

Dated: 6/28/24

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: JENNIFER L. BLISS 6/10/2024

N:\Client\Livingston\Brd of Commr\Agreements\Evergreen\2024\Snow Removal Agr w Evergreen Outdoor 2024.doc

\\sifi\Board-Admin\WP\Contracts\Agreements\WORD Agts\CoPRO - 24-05-077 - Facilities - EVERGREEN - SNOW Removal Services - 2024-2029 (JLB) - AGT.docx



Section 1.0: Scope of Services

1.1 Qualifications

To be considered for an award of this contract, the vendor must substantially meet and respond to each of the following conditions.

- a. The contractor must have qualified and trained staff and sufficient equipment and materials to successfully complete the contract requirements.
- b. The contractor must have the capability to supervise and monitor the process ensuring satisfactory provision of services in a safe working environment. Contractor shall provide work uniforms and/or identification of employees while working on County grounds.
- c. The contractor must be able to meet all insurance requirements in regard to Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Insurance as outlined in this RFQu.
- d. The contractor shall observe all MI-OSHA prescribed safety regulations and practices. The absence of requirements covering specific equipment, operations, or hazards shall not relieve the contractor of the responsibility of taking further action to provide maximum safety in the performance of these services.
- e. The contractor must own or obtain the necessary equipment to accomplish the tasks and frequency set out for the services at all listed facilities. Bidders must provide a list of equipment available for this contract with the submission of their response to this RFQu. The Facility Services Director, at his discretion, may request an inspection of the equipment prior to the award of this RFQu.

This RFQu is comprised of three (3) sections: Snow Removal, Mowing, and Landscaping Services. In order to be considered for contract award, bidders must respond to all three sections.

A. SNOW REMOVAL

A.1 Minimum Mandatory Requirements

All Bids will be reviewed for compliance with the mandatory requirements. Bids deemed non-responsive will be eliminated from further consideration.

- a. The contractor must be organized for the purpose of providing snow removal services and must have a minimum of five (5) years previous experience. Include a brief company history in Section 2.1.
- b. The contractor shall submit a list of three (3) current references; including name of business, address, contact person and phone number (see Section 2.2).
- c. The contractor must have a primary service location within Livingston County.
- d. The bidder must have a proven ability for a contract start-up date by November 1, 2024 for snow removal services.

A.2 Scope of Services

The awarded contractor shall provide the following services:

- a. The Contractor shall obtain the necessary equipment to accomplish the task and frequency set out for snow removal services at all listed facilities.
- b. The Contractor shall be responsible for all area measurements of the parking lots to determine the cost for snow/ice removal.

- c. The contractor shall provide a cost as outlined on the specification sheet. A per push price shall be based on a minimum snow depth of at least 1 inch. The successful Contractor must work under the direction of the Facility Services Director.
- d. When less than the minimum snowfall (1") and/or icy conditions exist, the contractor shall lightly salt all parking lots. Consideration must be taken for rising/falling temperatures. The successful contractor must work under the direction of the Facility Services Director.
- e. The Contractor shall plow all roads leading to buildings, approaches, parking lots and any other paved area with snow accumulation of 1" or more. The successful Contractor must work under the direction of the Facility Services Director.
- f. Snow shall be plowed in a manner as not to block the ingress/egress routes of the parking lots, the site, emergency access routes, reduce the number of parking spaces, reduce the size of the parking spaces, prevent access to the trash dumpsters or fire hydrants, allow accumulation of plowed snow around light poles or in such a manner that the snow is left between parking spaces. Proper removal and storage of snow is the responsibility of the Contractor and the Contractor shall correct any snow removal/storage problems at their expense. The Contractor shall properly place the snow or remove it to minimize loss of parking or pedestrian areas. Snow left on premises shall not block or hinder the view of motorists. The successful Contractor must work under the direction of the Facility Services Director.
- g. The Contractor shall shovel and apply ice melt lightly on all walks leading to buildings, parking lots, steps, porches, ramps and any other areas to be shoveled after each snow. The successful Contractor must work under the direction of the Facility Services Director.
- h. 24/7 Buildings: All roads, approaches, parking lots and any other paved area, including walkways, shall be kept free of snow twenty-four (24) hours a day, seven days a week, including holidays. The successful Contractor must work under the direction of the Facility Services Director.
- i. Non-24/7 Buildings: All roads and walks shall be kept free of snow during normal County hours. Roads, approaches, parking lots and any other paved area, including walkways, shall be cleared by 6:30 a.m., Monday through Friday, except on holidays on which the County's offices are closed. The start of snow removal shall not begin after this time without approval by the Facility Services Director.
- j. Twenty-four (24) hour on-call service to provide shoveling, plowing or salting as determined by the Livingston County Facility Services Department. All services provided after hours and on weekends shall be reported to the Facility Services Director prior to arrival on-site.
- k. The Contractor shall be available to remove snow within one (1) hour after notification to proceed during normal business hours and within two (2) hours during other hours.
- l. The Contractor shall observe all applicable prescribed safety regulations and practices. The absence of a requirement covering specific equipment, operations, or hazards shall not relieve the Contractor of the responsibility of taking further action to provide maximum safety in the performance of snow removal.
- m. Contractor shall be responsible to make turf, parking lot, sidewalk and curb repairs in areas where contractor's equipment damages turf after leaving pavement surfaces. Last payment of the season will be held until all repairs necessary repairs are made to the satisfaction of the Facility Services Director.
- n. Contractor shall supply and install 3' orange markers at entryways, along sidewalks, fire hydrants etc., to help facilitate locations of these items when the snow is deep and/or visibility is bad. The successful Contract must work under the direction of the Facility Services Director. Livingston County shall provide the following:
 - i. Livingston County will provide 50# bags of ice-melter. Ice-melter will be stored at the Livingston County Facility Services storage shed in which the awarded Contractor will be provided access to. An average of 33 bags are used per application.

- ii. Livingston County will make arrangements for the successful contractor to obtain salt at the Livingston County Road Commission facility for use at its location. In 2022, 355 tons of salt/sand was used. All load tickets are to be turned in to the Facility Services Director daily and on Mondays after weekend work. Failure to do so may result in nonpayment of services.
- iii. Successful vendor must call the Road Commission prior to arrival on site.
- o. The contractor shall acknowledge that they have read and will follow the applicable Best Management Practices for salt applications as outlined in the EPA information:
<https://www.epa.gov/system/files/documents/2021-11/bmp-deicing-material-application-and-storage.pdf>.

A.3 Snow Removal Locations

The following is a list of work locations in which the contractor should become familiar with prior to any submission of response:

Non-24/7 Locations	
1. West Complex Corner of Grand River & South Highlander Way Howell, Michigan	2. East Complex 2300 East Grand River Howell, Michigan
3. Community Mental Health 2280 East Grand River Howell, Michigan	4. Brighton District Court 224 First Street Brighton, Michigan
5. Spencer J. Hardy Airport 3800 West Grand River Howell, Michigan This location includes the Grand River frontage, outside the fence and the boulevard area between the drive and Grand River.	6. Spencer J. Hardy – Hangar 3480 West Grand River Howell, Michigan Just the area outside of the fence at the big hangar.
7. Dental Clinic 1335 Byron Rd. Howell, MI 48843	8. Downtown Complex 200/304 East Grand River Howell, Michigan At this location, the sidewalk area edged with grass does not need to be cleared of snow in the winter. This would include the upper area on the West side, the amphitheater, and the lower area on the southwest. This is considered a 7-day location, but not 24-hour.
9. Any other complex/property acquired by the County prior to and/or during the term of the contract.	

24/7 Locations	
1. Intermodal Building 3950 W. Grand River Howell, Michigan	2. Hamburg Ambulance Base 3706 M-36 Pinckney, Michigan
3. 911 Emergency Management West Complex 300 Highlander Way Howell, Michigan	4. Sheriff's Department/Jail West Complex 150 S. Highlander Way Howell, Michigan
5. Brighton Ambulance Base 5360 S. Old US 23 Brighton, Michigan	6. Public Safety Complex 1911 Tooley Road Howell, Michigan

7. New EMS Base 200 N. Grand Fowlerville, MI. 48836	
---	--

During the term of the contract upon written notice to the Contractor, services may be discontinued at any location.

B. MOWING

B.1 Minimum Mandatory Requirements

All Bids will be reviewed for compliance with the mandatory requirements. Bids deemed nonresponsive will be eliminated from further consideration.

- a. The contractor must be organized for the purpose of providing mowing services and must have a minimum of five (5) years previous experience. Include a brief company history in Section 2.1.
- b. The contractor shall submit a list of three (3) current references, including name of business, address, contact person and phone number (see Section 2.2).
- c. The bidder must have a proven ability for a contract start-up date by spring of 2024 for mowing services.

B.2 Mowing Qualifications

To be considered for award of this contract, the contractor must be able to meet the following minimum requirements:

- a. The contractor must have qualified and trained staff and sufficient equipment and materials to successfully complete the contract requirements.
- b. The contractor must have the capability to supervise and monitor the process ensuring satisfactory provision of services in a safe working environment. Contractor shall provide work uniforms and/or identification of employees while working on County grounds.
- c. The contractor must be able to meet all insurance requirements in regard to Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Insurance as outlined in this RFQu.
- d. The contractor shall observe all MI-OSHA prescribed safety regulations and practices. The absence of requirements covering specific equipment, operations, or hazards shall not relieve the contractor of the responsibility of taking further action to provide maximum safety in the performance of lawn mowing.
- e. The contractor must own or obtain the necessary equipment to accomplish the task and frequency set out for Mowing services at all listed facility locations. The contractor must provide a list of equipment available for this contract with the submission of their response to this RFQu. The Facility Services Director, at his discretion, may request an inspection of the equipment prior to the award of this RFQu.
- f. The Contractor shall acknowledge that they have read and will follow the applicable Landscaping Practices as outlined in the following link: <https://www.mnla.org/resources>.

B.3 Scope of Services

The awarded contractor shall provide the following services:

- A. Turf Maintenance



Attachment A – Snow Removal Pricing Proposal

Vendor Name:	Evergreen Outdoor, Inc
--------------	------------------------

SNOW REMOVAL SERVICES

Non-24/7 Locations						
Location	Per Push 1" and above	Max Charge for more than one plowing that may be required in a 24-hr period	Hourly Charge to haul snow, if necessary (using vendor's equipment)	Salting per application (salt provided by the County)	Shoveling Per Occurrence	Ice Melter per Application (ice melter provided by the County)
1. West Complex	\$ 520	\$ 1144	\$ 150	\$ 150	\$ 275	\$ 140
2. East Complex	\$ 350	\$ 770	\$ 150	\$ 140	\$ 120	\$ 60
3. Community Mental Health	\$ 150	\$ 330	\$ 150	\$ 80	\$ 75	\$ 45
4. Brighton District Court	\$ 90	\$ 200	\$ 150	\$ 45	\$ 45	\$ 25
5. Spencer J. Hardy Airport	\$ 170	\$ 375	\$ 150	\$ 80	\$ 65	\$ 40
6. Spencer J. Hardy Hangar	\$ 100	\$ 220	\$ 150	\$ 80	\$ 60	\$ 30
7. Dental Clinic	\$75	\$ 140	\$ 150	\$ 50	\$ 50	\$ 20
8. Downtown Complex	\$ 180	\$ 400	\$ 150	\$ 80	\$ 150	\$ 80
9. Any other complex/property	\$	\$	\$	\$	\$	\$
24/7 Locations						
1. Intermodal Building	\$ 170	\$ 375	\$ 150	\$ 75	\$ 75	\$ 40
2. Hamburg Ambulance Base	\$ 70	\$ 155	\$ 150	\$ 50	\$ 30	\$ 15
3. 911 Emergency Management West Complex	\$ 150	\$ 330	\$ 150	\$ 75	\$ 75	\$ 40
4. Sheriff's Department/Jail	\$ 520	\$ 1144	\$ 150	\$ 150	\$ 100	\$ 50
5. Brighton Ambulance Base	\$ 50	\$ 110	\$ 150	\$ 40	\$ 25	\$ 15
6. Public Safety Complex	\$ 320	\$ 700	\$ 150	\$100	\$ 150	\$ 70
7. New EMS Base 200 N. Grand Fowlerville	\$ 100	\$ 220	\$ 150	\$ 60	\$ 50	\$ 25