

**LANDSCAPE AND STREETSCAPE
MAINTENANCE SERVICES AGREEMENT**

This Landscape and Streetscape Maintenance Services Agreement is made and entered into this 1st day of April, 2018, by and between the CARTER'S LAWN SERVICE, located at 29210 Bock Street, Garden City, Michigan 48135 (the "Contractor"), and the CITY OF GARDEN CITY DOWNTOWN DEVELOPMENT AUTHORITY located at 29213 Ford Road, Garden City, Michigan 48135 (the "DDA").

WITNESSETH:

WHEREAS, the DDA wishes to hire the Contractor as a professional contractor to provide landscaping and maintenance services; and

WHEREAS, the Contractor is prepared to render professional services and desires to perform such services for the DDA;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- A. Contractor hereby agrees to provide landscape and streetscape services for the DDA in accordance with the terms and conditions of this Agreement.
- B. The DDA hires Contractor to provide general landscape maintenance within the confines of the DDA area (see attached map). The DDA reserves the right to add or delete any areas deemed necessary at its options. The Contractor shall provide all labor, materials, and equipment, transportations, services and necessary appurtenant work as required to complete the maintenance work as specified herein. The maintenance shall include, but not be limited to spring/fall cleanup, maintenance scheduling and reporting; trash, litter and debris removal; mowing, edging, application of fertilizers, herbicides, pesticides; watering, pruning, weeding, deadheading, removing bulb foliage after blooming, leaf removal; replacement plantings and landscape repair (as approved by the DDA), installation of banners, seasonal decorations, hanging planters and other promotional items.

1. CLEANING – In addition to what has already been specified, the Contractor shall be responsible **year-round** for the removal of all litter, debris, glass, cigarette butts, weeds and tree branches from the landscape beds, lawns, medians, sidewalks, brick pavers verges, curbs, gutters, stone/mulch areas and emptying of trash receptacles. This twice weekly and as needed clean-up shall take place the same designated days each week unless specified and agreed to by the DDA. The Contractor shall keep the premises and sidewalks free from any accumulation of waste material or rubbish caused by such maintenance and cleaning. The Contractor must leave the work and the premises neat and clean and ready for the purpose it was intended. All litter, trash, and weeds shall be legally disposed of at no additional cost to the DDA.

- a. **Paved Surfaces** – All paved surfaces in the right-of-way such as sidewalks, parking lot edges, curb lines, brick pavers and where the building abut to the pavement, shall be cleaned once a week. The weeds/grass growing in these areas are to be sprayed with Round-up or equivalent. Should any unsightly weeds remain after being treated with herbicide, the dead weeds shall then be removed by hand. The sidewalks in the Streetscape Area including the Commons are to be swept once a month or as deemed necessary as a result of Mother Nature. They are to be kept clean of any excess accumulation of dirt, gravel, etc. This service may be requested off season (winter months). Any litter, debris or weeds accumulated by this weekly walk through are to be disposed of promptly.
- b. **Annuals / Perennials/ Trees / Shrub Beds** – All litter, debris and unsightly weeds in all bed areas surrounding trees, shrubs, annuals and perennials in the Streetscape Area (along Ford and Middlebelt Roads, the

Commons, Garden Plaza, the Town Center entrances, mulch/stone areas, along the screen walls and in some instances behind the screen walls) shall be walked through and cleaned once a week. All weeds and unwanted grass shall be hand pulled in a labor intensive manner and disposed of properly. Annuals shall have dead flowers removed whenever necessary to enhance the appearance of the bed. Perennials shall be deadheaded according to Nurserymen's Standards for the species.

- c. **Mulch / Stone Areas** – All mulch areas (including those surrounding trees) or stone areas in the DDA District must be walked through weekly to control unsightly grass and weeds. Roundup or equivalent may be used in gravel, mulch or ornamental stone areas without vegetation. Should any weeds remain after being treated with herbicide, the dead weeds shall then be removed by hand.
- d. **Trash Receptacles** – All trash receptacles in the Streetscape Area are to be emptied a minimum of twice per week, or as needed, on the same designated days of each week. Along with this pick-up, if any obvious large pieces of litter/debris in the flower beds or sidewalk are noticed, it will be disposed of promptly. During special events, the DDA may request additional trash receptacle pick-up.

2. MOWING – All lawns in the right-of-way in the DDA District shall be mowed as often as necessary to maintain a neat, uniform appearance, and so grass clippings are not of sufficient quantity to detract from the overall appearance. A minimum mowing of once weekly shall be performed. Lawn mowing services shall take place the same designated day each week unless specified and agreed to by the DDA. The base contract requires 26 seasonal cuttings. The mower blades are to be kept sharp throughout the season and shall maintain the lawn to a minimum of 3 inches in height. Extreme care must be used while mowing near trees to avoid damage. No weed-eaters shall be allowed to touch tree trunks. The four-foot minimum diameter mulch ring must be maintained to keep mowing equipment from damaging trees. Each cutting shall include:

- a. Removal of all debris, rubbish and litter from the lawn areas prior to cutting.
- b. Cutting of all lawn areas, to a height of three inches (3"). Mower adjustment to be made and measured on a flat surface. No more than 1" of height shall be removed at any one mowing. If for any reason an excessively amount of clippings occurs and the lawns, the clippings shall be removed immediately and disposed of properly.
- c. Removal of any clippings from sidewalks and service drives. Clippings blown into stone/mulch areas or onto landscape during the mowing operation shall also be removed.

3. EDGING – The edges of all lawns adjacent to plant materials, individual trees, brick pavers, walls, fences, sidewalks, curbs, utility vaults, signs, light poles, etc., shall be edged as necessary prior to mowing and all clippings shall be removed. The use of chemicals for this purpose is not permitted.

4. FERTILIZATION & WEED CONTROL – Unless otherwise noted, fertilization and weed control shall be as follows. Equivalent products may be used only with written DDA approval. At no time will dry granular fertilizer be applied to any wet foliage. Any fertilizer that falls on paved surfaces and/or landscaping shall be removed the same day.

Turf – Lawn areas shall be maintained thick, green and relatively weed free during the season. Turf shall be serviced four (4) times per season. Timing of weed control shall correspond to timing of fertilization. All chemicals shall conform to the standards of the Association of Agricultural Chemists and shall comply with State and Federal regulations. All applications are to be applied by a certified technician.

- 1. First Application (mid April): Lesco product 19-3-7 at a rate of .86 lbs/1,000 (granular) plus Pre-emergent – Crabgrass control to be applied just prior to germination of crabgrass seeds – Pencilmethelin by Lesco and Tripower by Riverdale or approved equivalent.
- 2. Second Application (May/June): Fertilizer 33-3-6 at a rate of .75 lbs/1,000 (granular) a minimum 30% slow release (Lesco or equivalent) plus Tripower by Riverdale or equivalent – for broadleaf weed control.
- 3. Third Application (Sept): NA-Churs product 17-0-5 at a rate of .75 lbs/1,000 (liquid) plus Tripower by Riverdale or equivalent – for broadleaf weed control.

4. Fourth Application (Oct-Nov): Lesco product or equivalent 35-3-5 (granular) with no slow release.

Shrub and Tree Fertilization – All shrubs and trees shall be root fed once a year in late spring to promote good color, growth and root development. Apply fertilizer with liquid needle/root feeder application with NA-Churs 17-0-5, or approved similar fertilizer.

Annual Flowers Fertilization – Annual beds located in the Commons are to be treated with Osmocote 14-26-6 slow release fertilizer at the time of planting. During growing season, in late June/July, Peters 20-20-20 liquid fertilizer shall be applied, or approved similar fertilizers.

Perennial Fertilization – All perennials shall be treated with Osmocote 14-14-14, or approved similar fertilizer, after spring clean up in April and thereafter according to manufacturer instructions.

Hanging Baskets Fertilization – see #11 Hanging Baskets.

Flowering Bulbs/Perennials – In Spring, as soon as growth emerges from the ground, apply an approved fertilizer with the ratio of 8-5-5 per manufacturer instructions. In Fall, apply an approved fertilizer with the ratio of 0-10-10 into soil per manufacturer instructions. Remove all foliage when foliage turns brown at its base (usually in late May). In addition, the tulip bulb beds need to be monitored each spring to determine if bulbs remain prolific. Review the status with DDA Director. Contractor shall be responsible to maintain and replace bulb plantings as needed. Replacement bulbs are to be grade #1 and planted with "Bulb Booster" per manufacturer. The DDA will reimburse Contractor for the replacement bulbs.

5. PEST MANAGEMENT – All trees, shrubs and perennials are to be maintained pest and insect free. The Contractor will be responsible for the monitoring of pest populations and controlling threshold populations. All applications are to be made by a licensed/certified pesticide applicator. All pesticide application shall be made in such a manner as to protect the surrounding plant materials, buildings, vehicles, pedestrians and wildlife from over-spray or mist. The DDA is to be provided with copies of all labels of all pesticides used on site.

1. Application #1, Early April – all DDA Plant life in their dormant state, as determined by the certified specialist, are to be sprayed with an oil based spray for the control of scale, mites and over wintering insects.
2. Application #2, June – all trees and shrubs shall be inspected for pest activity and a written report will be provided to the DDA Director. After receiving DDA approval, a combination insecticide/miticide/fungicide spray will be applied, as needed, to minimize damaging levels of insects or diseases.
3. Application #3, August – all trees and shrubs shall be inspected for pest activity and a written report will be provided to the DDA Director. After receiving DDA approval, a combination insecticide/miticide/fungicide spray will be applied, as needed, to minimize damaging levels of insects or diseases.

6. PRUNING AND TRIMMING – All pruning and trimming work in this section applies to trees 18' or less; any mature tree care and pruning (over 18') will be quoted upon request. The Contractor shall prune all trees to their intended growth form and to remove dead, broken, and/or crossing branches. Shrubs are to be kept pruned to their intended form and at a height consistent with city ordinance/DDA Director. Hedges shall be trimmed frequently to keep pace with the growth rate of the plantings. All winter damage is to be removed from trees and shrubs in April of each year. Early flowering trees and shrubs shall be pruned immediately after flowering. Early to mid-summer flowering plants shall be pruned during their dormant season. Needled evergreens shall be pruned anytime the wood is not frozen. All pruning shall be performed in a safe and professional manner per current Nurserymen's Standard for this Plant Tolerance Zone. All reasonable means are to be taken to protect surrounding buildings, plant material, brick screen walls, vehicles, and pedestrians from injury or damage. Any injury or damage must be reported immediately to the DDA Director. The Contractor is responsible for the removal of all debris generated during the pruning process. Debris generated during pruning is to be removed from all sites the same day.

7. MULCH – Double shredded hardwood bark shall be used by the Contractor when any mulching is specified or required. This mulch shall be of a fibrous nature derived from shredded native hardwood bark. The mulch shall be consistent in nature and have a minimum particle size of one half (1/2) inch and a maximum length of three (3) inches. The product shall be free of sand, dirt, gravel, dyes or any other material inconsistent with the purpose of the mulch. Existing mulched beds in Streetscape Area shall be maintained at a minimum mulch depth of three (3) inches, and a maximum mulch depth of four (4) inches. In addition, all trees in lawn areas in DDA District shall have a four foot minimum-diameter mulch ring of 3-5" depth to keep mowing equipment from damaging trees. Edges should be reformed as needed with a shovel cut edge to maintain a neat appearance at all times. Mulch should be applied in the Spring and raked/fluffed as part of the Fall clean up.

8. IRRIGATION – The DDA will contract independently with an irrigation service provider. However, it shall be the contractor's on-going responsibility to notify the DDA Director of any irrigation system problems and to consult with the DDA Director on a regular basis on irrigation application. The Contractor, at no additional charge to the DDA, shall have repaired any damage to the irrigation systems as a result of the work performed by the Contractor or his agents. The DDA shall be notified of any damage to the irrigation system within 24 hours of the incident. Upon approval by the DDA the Contractor shall institute repairs. Repairs shall be completed within two working days of notification of the damage.

It shall be the Contractors responsibility to monitor water to assure that all trees, shrubs, turf, flowers and hanging baskets receive sufficient water for healthy growth. The Contractor shall advise DDA Director if plant material is suffering from too much water or require additional watering, and the Contractor shall adjust irrigation system as needed. The DDA Director shall be notified if irrigation needs to be adjusted. Any dead turf, flowers or shrubs resulting from Contractors negligence, shall be replaced at no additional charge to the DDA.

9. SPRING / FALL CLEAN UP – Spring Clean Up shall be done in early April. This includes bi-annually. Fall clean up shall be performed with DDA approval after all leaves have dropped from deciduous trees or by the end of the second week of November whichever comes first. Both clean ups shall entail the removal and disposal of all debris that has accumulated on the lawns, sidewalks and in the bed areas of the entire DDA District. In addition, rake the lawn and bed areas. The perennials in the fall clean up are to be dead headed in November and removed. The debris shall include but not be limited to: leaves, papers, trash, cigarette butts, dead plant debris, etc. All collected debris is to be removed from the site at no additional charge to the DDA.

10. ANNUALS – Contractor shall be responsible for preparing the annual bed located in the Commons to accept the flowers by cultivating soil, weeding, removing dead foliage, fertilizing and irrigating beds to provide the correct amount of moisture before the planting, this shall take place prior to the end of April. The Contractor shall cultivate existing soil mix to a minimum 6" depth and work into 2" depth of Michigan Peat. Contractor shall apply a pre-emergent herbicide (Preen) to prevent seed germination of weeds and grasses. Annual plantings are usually installed by volunteers mid- May of each year or the DDA may contract with the Contractor separately to provide this planting. Maintenance of annuals installed by the DDA shall become the responsibility of the Contractor the day each annual bed is installed. This shall include watering, mulching, fertilizing, weeding and replacement plantings. Contractor shall apply fertilizer upon completion of planting. See Item #4 (Fertilization) for specific fertilizer for annuals. In the fall, after obtaining DDA approval, remove and dispose of plants.

11. HANGING BASKETS - Planted baskets hanging from 28 short light poles are part of the streetscape design. There are approximately 56 hanging baskets to be installed, (2 per pole). The DDA contracts with a local greenhouse to provide finished baskets ready for hanging. The summer flowers are installed late spring.

- a. The DDA Director will coordinate with the greenhouse and notify the Contractor with a specific date that the hanging baskets are ready for installation.
- b. The contractor is responsible to securely install the baskets on the appropriate brackets on the light poles. It is the Contractor's responsibility to be sure the irrigation device for the baskets at each light pole is in proper working order.
- c. Contractor will frequently check baskets, minimally once a week, to be sure that the irrigation sources are providing the appropriate amount of water. Contractor will also provide fertilization

for the plant material in the baskets. Plant vendor recommended fertilizer must be applied at the prescribed rate or as provided by the plant vendor.

- d. Any dead or dying plant material shall be removed.
- e. At the end of the growing season, per DDA approval, the hanging-baskets will be removed and all plant material discarded off site at no cost to the DDA.

12. BANNERS - As part of the DDA Streetscape, seasonal and promotional banners will be hung from selected light poles. Approximately 60 banners will need to be swapped out at various times of the year. The DDA has minimally 5 different banner sets that the Contractor will be responsible for installing. The Holiday Banner set will be installed in conjunction with installing the Holiday Decorations.

- a. Banners will be removed from the DDA storage space by Contractor and installed at appropriate locations as directed by the DDA Director.
- b. Contractor will respond to DDA request and install banners within five working days of request.
- c. All banners should be installed in one workday. In inclement weather, contractor may finish installation on the succeeding day.
- d. Banners will be changed at the direction of the DDA Director. The Contractor will be responsible for cleaning the banners before returning them to storage throughout the calendar year.

13. HOLIDAY DECORATIONS - The DDA Streetscape includes decorations at the holiday season.

- a. Holiday decorations will be removed from storage, installed on streetlights and in other areas of the downtown, removed and returned to storage upon direction of the DDA Director. This task should be accomplished by Mid-November to coincide with Garden City's annual Santaland Parade the Saturday after Thanksgiving.
- b. The DDA currently has 28 wreaths which hang on the short poles, illuminated star sprays (25 in total) that hang from the tall poles, and 20 sets of banners that also hang from tall poles.
- c. The Contractor is responsible to make sure the Holiday Decorations are maintained in proper working order. Light bulbs, as needed, are to be replaced.

14. STREET LIGHT MAINTENANCE – The contractor shall notify the DDA immediately if they see street lights and outlets on the poles are in need of repair or service so that appropriate diagnostic and repair can be completed.

15. REPLACEMENT PLANTINGS – The Contractor shall report to the DDA any plant material not exhibiting normal growth and vigor. If it has been determined that the material is beyond reviving, a written report recommending replacement shall be given to the DDA Executive Director. This report shall: (a) Identify the location, size, and type of plant, (b) Identify the reason for the decline, (c) Cost of replacement. No replacement plantings are to be done without consent of the DDA.

See #16 General Plant Material Specifications.

16. GENERAL PLANT MATERIAL SPECIFICATION:

- a. Plant material shall conform in botanical name, dimensions and quality to the horticultural standards adopted by the American Association of Nurserymen (AAN).
- b. Plant materials shall be accompanied with certificate of inspection as may be required by federal, state or other authorities.
- c. All plants shall be vigorously growing and free from diseases, insects, insect eggs, and insect larvae.
- d. All plant materials shall be subject to examination and approval for quality, dimensions, geometry and variety at the nursery and/or upon delivery.
- e. All plant material shall be subject to rejection for quality, dimensions, geometry, and variety at the nursery and/or at the job site. All rejected materials shall be immediately removed from the DDA property and legally disposed of by the Contractor at no additional cost to the DDA.
- f. The contractor shall fully guarantee that all plant materials be in vigorous growing condition during and at the end of the one year guarantee period.
- g. Contractor shall guarantee that all material shall meet or surpass the specifications and that all replacement material and planting operation be in accordance with the original specifications.
- h. All replacement plantings shall be completed no later than the next succeeding planting season.

- i. Annuals – each different variety and species shall be packaged separately and clearly marked as to species and variety. Plants are to be grown in cell packs or containers.
- j. Planting mixture for trees and shrubs to be standard planting backfill of a mixture of 1/3 topsoil 1/3 sand, and 1/3 peat per cubic yard of mixture. Add fertilizer Type A – Sierrablen 18-7-10 + iron (Sierra Chemical Company), or approved similar, to planting mixture per manufacturer requirements.

17. CONTACTS - Whenever the Contractor is required hereunder to report to, communicate with, or seek the consent of the DDA, it shall be sufficient for the Contractor to report to, communicate with, or seek the consent of the Director of the DDA, or the Chairman of the DDA if the Director of the DDA is not available.

18. COMPENSATION OF CONTRACTOR - In the event Contractor completes all the work stated herein during a twelve (12) month period, the DDA agrees to pay Contractor \$50,000.00 payable in monthly installments of \$4,166.66 on the 1st day of the month for services rendered during the previous month. In the event the work is not satisfactory to the DDA, the DDA may withhold 10% of the payment until it is satisfied with the previous month=s work.

The Contractor must submit to the DDA Executive Director numbered invoices on a monthly basis specifying:

- a. Dates of specific services
- b. Location of specific services
- c. Work performed
- d. If applicable, name, date & work accomplished by approved subcontractor(s)
- e. Brand names and labels from fertilizers, pesticides & herbicides, and any time and material cost for authorized work beyond the base contract.

19. TERMINATION - In the event Contractor fails to perform the undertakings recited in this Contract, or if the DDA is otherwise reasonably unsatisfied with the performance of Contractor, the DDA shall notify Contractor in writing of Contractor=s default. Contractor shall have fourteen (14) calendar days to cure the default to the reasonable satisfaction of the DDA. In the event the Contractor fails to cure the default within such fourteen (14) day period, the DDA may terminate this contract without further obligation to Contractor. In the event the Contractor is terminated, Contractor shall be liable to the DDA for all additional costs incurred to repair, correct and complete the work which Contractor is required to perform pursuant to this contract. In the event the DDA incurs costs and attorney fees due to the Contractor=s breach or default of this contract, Contractor shall be liable to the DDA for all such costs and attorney fees. The rights and remedies of the DDA as set forth herein shall be in addition to any other rights or remedies available to the DDA in law or in equity. Notwithstanding anything herein to the contrary, either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event the DDA terminates the contract due to Contractor=s default or pursuant to the thirty (30) day written notice of termination, the DDA shall be obligated to pay Contractor for all work satisfactorily completed to the date of such termination. The DDA shall not be liable for any further compensation to Contractor and shall have no further obligation to Contractor.

20. ADDITIONAL SERVICES - If requested by the DDA, Contractor agrees to provide the services and goods, numbered 1 thru 13 for the price stated herein.

1. Remove/replace sod: \$6.50 per square yard.
2. Install seeded lawn: \$3.00 per square yard.
3. Supply and spread topsoil: \$40.00 per cubic yard.
4. Supply and install double shredded hardwood bark mulch: \$50.00 per cubic yard.
5. Remove and Replace Tree: \$25.00 per hour, materials at cost plus 20%.
6. Remove and replace Shrub: \$25.00 per hour, materials at cost plus 20%.

7. Split and transplant perennials: \$25.00 per hour.
8. Install flowering Bulbs: \$25.00 per hour, materials at cost plus 20%.
9. Supply, install and remove annuals: \$25.00 per hour, materials at cost plus 20%.
10. Supply and install plant mix: \$40.00 per square yard.
11. Remove and replace brick pavers: \$12.00 per square foot.
12. Apply crack seal: \$2.00 per linear foot.
13. Install holiday tree lighting: \$200.00 per tree.

19. TERM AND TERMINATION - This Agreement shall be in effect for a term commencing April 1, 2018 and extending thereafter for one (1) year unless earlier terminated as provided above. In the event neither party terminates after the end of one (1) year, the DDA shall have an option to extend the contract for one (1) year upon the same terms and conditions herein. In the event the contract is extended at the end of the first year, the DDA shall have a second option to extend this contract for an additional one (1) year term upon the same terms and conditions contained herein. The DDA shall exercise the option by giving written notice to Contractor prior to the expiration of the current contract term.

20. DAMAGE RESTORATION - Contractor guarantees the reimbursement, repair, replacement and/or restoration to the satisfaction of the DDA, any property (DDA, municipal or private), destroyed or damaged by use of equipment, machinery, or chemicals in the performance of the contract. This shall include but not be limited to plant material, buildings, screen walls, pavements, turf, traffic signs, people, animals and automobiles.

21. INDEMNIFY - The Contractor shall indemnify and hold harmless the DDA from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney's fees) to which DDA may become subject by reason of or arising out of the performance or nonperformance of its duties hereunder.

22. SUBCONTRACTORS - The Contractor shall not subcontract, assign or transfer work or any portion of any payment due, without the written consent of the DDA.

23. AMENDMENT, CHANGE OR MODIFICATION - This Agreement shall not be amended, changed or modified except by written agreement executed by each of the parties and attached to the original of this Agreement, which shall be kept in the office of the DDA. Copies of any such written agreement amending, changing or modifying this Agreement shall be sent to each of the parties and their counsel.

24. NOTICES - All notices, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed, first class postage prepaid.

If to the DDA, to:

CITY OF GARDEN CITY
DOWNTOWN DEVELOPMENT AUTHORITY
Attn: Kimberly Dold
29213 Ford Road
Garden City, Michigan 48135

If to the Contractor, to:

CARTER'S LAWN SERVICE
Attn: Gary R. Carter
29210 Bock Street
Garden City, MI 48135

25. BINDING ON SUCCESSORS - This Agreement shall be binding upon and shall inure to the benefit of the parties hereto. Contractor shall not assign this contract or a portion of this contract.

26. WAIVER - Waiver of any breach hereof will not constitute a waiver of any subsequent breach of the same or any other provision hereof.

27. DISPUTES - This contract will, in the event of any dispute over its meaning or application, be interpreted under the laws of the State of Michigan fairly and reasonably and neither more strongly for nor against either party regardless of who drafted the contract.

28. MODIFICATIONS - This contract and Request for Proposal and Contractor Bid contains all of the agreements and conditions of the transaction and no agreement or other understanding in any way modifying the conditions herein will be binding unless made in writing as a modification or amendment to this contract and executed by both parties. Any alteration or deviation from above specifications involving extra cost will be binding upon the DDA only upon written change orders which are properly executed by a duly authorized agent of the DDA.

29. INCORPORATION OF DOCUMENTS - Except when any documents conflict with this Agreement, all Requests for Proposals, amendments and bid documents and CONTRACTOR'S proposal in response thereto are incorporated herein by reference, except to the extent that the terms of this Agreement contradict such documents, in which case the terms of this Agreement shall control. Notwithstanding anything herein to the contrary, to the extent the CONTRACTOR'S proposal contains additional or enhanced representations above that which is required by the bid documents or this Agreement, such additional or enhanced representations of the CONTRACTOR shall govern. In the event there are conflicts or discrepancies in the specifications between the quality of work or material, the better quality or greater quantity of work shall be provided.

30. GENERAL SPECIFICATION AND PROCEDURES/RESPONSIBILITIES - The Contractor is to provide all equipment, labor, materials and temporary utilities necessary to complete the work described in this contract.

31. DEBRIS - Contractor shall remove all rubbish, waste or discarded material on a daily basis.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

**CITY OF GARDEN CITY DOWNTOWN
DEVELOPMENT AUTHORITY:**

**CONTRACTOR: CARTER'S LAWN
SERVICE**

By: _____
John Prosch

By: _____
Gary R. Carter, Sole Proprietor

Its: Chairman

CITY OF GARDEN CITY DOWNTOWN DEVELOPMENT AUTHORITY MAP

Garden City DDA District Location:

Ford Road between Henry Ruff to the west and Harrison to the east.

Middlebelt Road between Maplewood to the north and Bock to the south.

Garden City DDA Streetscape is located within the DDA District:

Ford Road between Brandt to the west and Garden to the east.

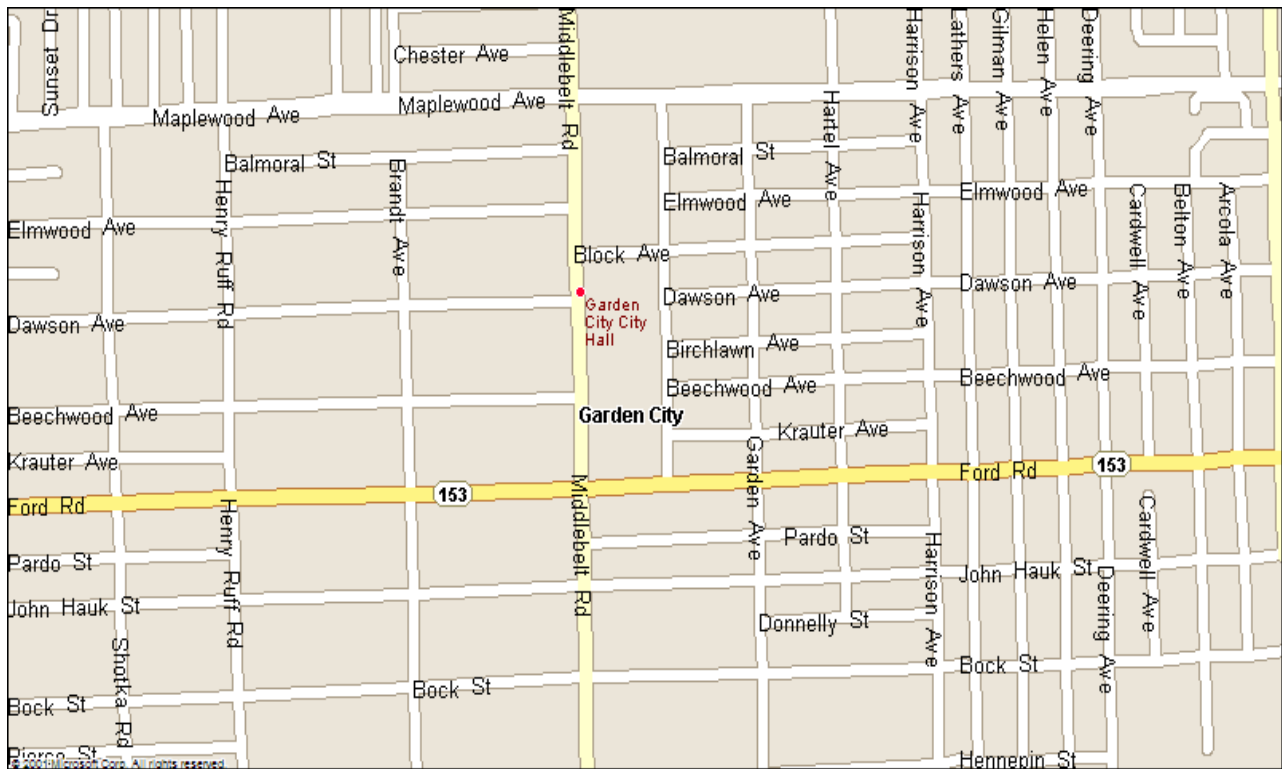
Middlebelt Road between Beechwood to the north and John Hauk to the south.

and

The Northwest corner of Ford Rd and Middlebelt Rd pocket park known as “The Commons”

The Northwest Quadrant of parking area and adjacent businesses know as Garden Plaza

And the Northeast Quadrant of parking and businesses including Kroger is known as Town Center Plaza are inclusive in the Streetscape Area.



Map is Not To Scale

