

AGREEMENT FOR 2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

This Agreement for Grass/Weed Cutting and Debris removal (hereafter "Agreement"), is entered into between the CITY OF DEARBORN HEIGHTS (hereafter "OWNER") and [TO BE DETERMINED] (hereafter "CONTRACTOR"). OWNER and CONTRACTOR (hereafter collectively referred to as "the Parties", or individually and generically referred to as "Party") agree as follows:

ARTICLE 1. INCORPORATION OF THE BID SPECIFICATIONS, CONTRACTOR'S PROPOSAL, AND OTHER CONTRACT DOCUMENTS BY REFERENCE

1.1. Background. The Parties acknowledge that OWNER issued its Bid Specifications Package related to Grass/Weed Cutting and Debris removal. The Parties acknowledge that the Bid Specifications Package included an incomplete form for Agreement for Grass/Weed Cutting and Debris removal (hereafter "Form Agreement"). The Parties also acknowledge that this Bid Specifications Package described and specified many of the duties, responsibilities, and obligations that the Contractor selected by OWNER to do the work pursuant to the Bid Specifications Package would be required to perform and/or meet. Moreover, the Parties acknowledge that CONTRACTOR submitted its completed Proposal to OWNER in response to the Bid Specifications Package which led to the OWNER selecting it to be the CONTRACTOR chosen to perform the work required by this Agreement.

1.2. Contract Documents. The Contract Documents include all of the following which presently exist or which may come to exist in the future: Bid Specifications Package (including all parts of it as described in Section 1.1 above); CONTRACTOR'S completed Proposal; this Agreement; the Notice of Award; documentation submitted by CONTRACTOR prior to Notice of Award; the Form Agreement; and any Modification or Addendum to this Agreement, duly approved and delivered after execution of this Agreement.

1.3. General Incorporation by Reference. The Parties agree that the Contract Documents are incorporated herein and made a part hereof by reference. The Parties further agree that (A) the CONTRACTOR shall fulfill the duties, responsibilities, and obligations of the CONTRACTOR as described in the Contract Documents and (B) the OWNER shall fulfill the duties, responsibilities, and obligations of the OWNER as described in the Contract Documents. The only exceptions to these general requirements as set forth in this Section 1.3 are set forth in Section 1.4 below.

1.4. Effect of this Agreement and Otherwise. This Agreement is intended to be consistent with the other Contract Documents. Still, this Agreement supersedes what is stated in the other Contract Documents to the extent that this Agreement and any of the other Contract Documents are inconsistent. Notwithstanding what is stated in the preceding sentence, any Modification or Addendum to this Agreement (including any Change Orders) that has been duly approved as required by this Agreement and delivered after the execution of this Agreement shall supersede

the other Contract Documents (including this Agreement) to the extent that the Modification or Addendum is inconsistent with any of the other Contract Documents.

ARTICLE 2. WORK

2.1. Generally. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as on-call sanitary sewer lateral tap repair.

2.2. Performance Standards. CONTRACTOR shall perform all services in conformity with the standards and requirements set forth in the Contract Documents. Further, CONTRACTOR shall perform all services in a prompt, diligent and workmanlike manner and at a level of proficiency to be expected of a contractor with the personnel, equipment, expertise, background and experience that CONTRACTOR has represented that it has.

ARTICLE 3. TERM

Work under this Agreement shall commence as soon as practicable after this Agreement is executed.

ARTICLE 4. CONTRACTOR'S COMPENSATION

Subject to Article 5 below, OWNER shall pay CONTRACTOR for services actually performed and appropriately completed by CONTRACTOR as provided in the Contract Documents. Absent any further agreement between the Parties adjusting what CONTRACTOR is to be paid, the total amount to be paid to CONTRACTOR shall not exceed [TO BE DETERMINED].

ARTICLE 5. PAYMENT PROCEDURES

5.1. Invoices. CONTRACTOR shall provide invoices on an ongoing basis to the OWNER for the services the CONTRACTOR has provided to the OWNER pursuant to this Agreement. Such invoices shall be submitted to OWNER within thirty (30) days of the substantial completion of the work. CONTRACTOR shall submit such invoices to the OWNER as specified in the Bid Specifications Package or in such other manner as directed in writing by the OWNER after this Agreement is executed.

5.2. OWNER'S Verification of Propriety of Payment. Before OWNER can actually pay an invoice submitted by CONTRACTOR, OWNER must verify and confirm that it is appropriate for OWNER to pay it. Ordinarily, this requires any such invoice to be reviewed by OWNER to determine the propriety of it being paid in three (3) steps: (A) The OWNER'S Department of Ordinance/animal control confirms that it is appropriate, and submit it to the OWNER'S Mayor. (B) The OWNER'S Mayor will review the invoice, confirm that it is appropriate, and submit it to the OWNER'S City Council. (C) The OWNER'S City Council will review the invoice, confirm that it is appropriate, and approve payment of it. Provided the Mayor does not veto the motion

approving the payment, the OWNER will thereafter send payment to the CONTRACTOR. The Parties agree that the OWNER shall have a reasonable amount of time to verify the propriety of paying any invoice submitted by CONTRACTOR in light of the foregoing process. Further, the Parties agree that the OWNER shall have such additional time as may be reasonably necessary in order to verify the propriety of paying any invoice submitted by CONTRACTOR based on the need to obtain further information, advice, and explanations related to things set forth in the invoice.

5.3. Payment. After OWNER has had a reasonable time to verify the propriety of paying an invoice submitted by CONTRACTOR in light of the foregoing sections, OWNER will pay CONTRACTOR per the terms of the invoice provided the services stated in the invoice were actually performed as provided in the Contract Documents, the invoice is completely accurate, and the services were appropriately completed by CONTRACTOR as provided in the Contract Documents.

5.4. Progress Payments and Retainage. Progress payments and retainage are otherwise governed by Michigan Public Act 524 of 1980, as may have been amended (MCL 125.1561 *et seq.*). This Act is incorporated herein by reference and made a part of this Agreement.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

CONTRACTOR has made the following material representations to the OWNER which have induced the OWNER to enter into this Agreement:

(A) CONTRACTOR has considered the nature and extent of the Contract Documents, Work, locality, and all local conditions and federal, state and local laws, and regulations and local ordinances that may affect cost, progress, performance, or furnishing of the Work.

(B) CONTRACTOR has given OWNER written notice of any conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the OWNER'S written resolution of same is acceptable to CONTRACTOR.

ARTICLE 7. EMPLOYMENT LAW AND TITLE VI PLAN COMPLIANCE

7.1. Employment Law Compliance. CONTRACTOR shall, where applicable, employ others within the regulations of all Federal, State and Local laws and ordinances and regulations relating to minimum wages, social security, unemployment insurance, worker's compensation, and other employment laws. Pursuant to the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and the Persons with Disabilities Civil Rights Act, Public Act 220 of 1976, as amended, CONTRACTOR shall not discriminate against any 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, height, weight, marital status, or a disability unrelated to the individual's ability to perform the duties of a particular job or position. As stated in the preceding sentence, CONTRACTOR shall require a similar covenant on the part of any Subcontractor employed in

the performance of this Agreement. To the extent required by law, CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices provided by the appropriate governmental agency(ies) setting forth the fact that CONTRACTOR is an "Equal Opportunity Employer", appropriate non-discrimination provisions, and appropriate notices regarding employment rights.

7.2. Title VI Plan Compliance. Appendix A is attached hereto and is included as part of the OWNER'S obligation to the Michigan Department of Transportation to require Appendix A. CONTRACTOR agrees that Appendix A is a material part of this Agreement and is incorporated herein by reference. CONTRACTOR has the duties and obligations of "Contractor" or "contractor" as set forth in Appendix A. Notwithstanding what is otherwise stated in this Section 7.2, this Section 7.2 only applies and Appendix A is incorporated into this Agreement and made a material part of it strictly to the extent that this Section 7.2 and Appendix A are actually applicable to the undertakings set forth in this Agreement under applicable law.

7.3. Non-Compliance. In the event of any breach of any of the non-discrimination covenants set forth in Section 7.1 above and/or the Title VI Plan covenants set forth in Section 7.2 above, the OWNER shall have the right to terminate this Agreement, a breach of said covenants in either of these provisions being deemed a material breach of this Agreement.

ARTICLE 8. ASSIGNMENT

8.1. In General. CONTRACTOR may not assign or partially assign this Agreement without first securing OWNER'S prior written approval of the proposed assignment and without first securing OWNER'S prior written approval of the proposed assignee. Any such consent to the assignment must be executed with the same formalities as are necessary under this Agreement to effectuate an amendment to this Agreement. OWNER may withhold its consent to any proposed assignment for any reason as it determines in its sole discretion. A previous consent to an assignment shall not operate to relieve CONTRACTOR of its obligation or CONTRACTOR'S assignee of its obligation to obtain OWNER'S prior written consent to any further proposed assignment.

8.2. Effect of Assignment on Obligations. An assignment shall not operate to relieve the CONTRACTOR of any of its obligations under this Agreement.

ARTICLE 9. WAIVER OF BREACH

No failure by a Party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach of this Agreement constitutes a waiver of any breach of the term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

ARTICLE 10. VENUE

The Parties agree the proper venue for any suit or claim arising out of this Agreement shall be a court of competent jurisdiction in the County of Wayne, State of Michigan.

ARTICLE 11. NOTICES

11.1. In general. Except as otherwise provided in this Agreement, all formal notices required to be given by either Party hereunder shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

[THIS SPACE IS INTENTIONALLY BLANK.]

OWNER: Mayor's Office
City of Dearborn Heights
6045 Fenton
Dearborn Heights, MI 48127

CONTRACTOR: [TO BE DETERMINED]

11.2. Change in Notices. Any formal notices given pursuant to Section 11.1 above are to be sent with a copy to such persons and addresses as each Party may designate from time to time in writing by certified mail and agreed to by both parties. Either Party hereto may from time to time change the address to which such notices are to be directed by written notice to said other Party 7 days from date of change by written notice sent certified mail and by email.

ARTICLE 12. RELATIONSHIP OF THE PARTIES

Each Party is, and shall perform its obligations under this Agreement as an independent contractor, and as such shall have and maintain complete control over all of its employees, agents, and operations. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish the relationship of co-partners or joint venturers, or any employer-employee relationship between the Parties except as owner/contractor business relationship. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish an agency relationship or representative relationship between the Parties.

ARTICLE 13. NO THIRD PARTY BENEFICIARY CONTRACT

This Agreement is not intended to create beneficial rights in or for any third party. This Agreement is entered into for the sole benefit of the Parties to this Agreement.

ARTICLE 14. NO WAIVER OF GOVERNMENTAL IMMUNITY

Nothing in this Agreement is to be construed as a waiver of any governmental immunity by OWNER or by any person or entity affiliated with OWNER as provided by statute or court decision.

ARTICLE 15. INTEGRATED AGREEMENT

This Agreement contains all of the agreements, terms, and conditions made between the Parties with respect to the subject matter of this Agreement. There are no other understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement that are not addressed in this Agreement.

ARTICLE 16. LAW AND INTERPRETATION

This Agreement shall be construed under the laws of the State of Michigan.

ARTICLE 17. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

ARTICLE 18. SEVERABILITY

The invalidity or illegality of any provision shall not affect the remainder of this Agreement.

ARTICLE 19. AMENDMENTS

This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by all Parties or their respective successors in interest. No modification, additions, deletions, revisions, alterations, or other changes to this Agreement shall be effective unless and until such change is reduced to writing, duly approved, executed, and delivered by the Parties to each other. Notwithstanding what is otherwise stated in this Article 19, no amendment to this Agreement shall be necessary to adopt informal notice procedures pursuant to Section 11.2 above or to change such procedures.

ARTICLE 20. SUCCESSORS AND ASSIGNS

All of the covenants, provisions, terms, agreements and conditions of this Agreement shall inure to the benefit of and be binding upon the OWNER, the CONTRACTOR, and their respective successors and assigns.

ARTICLE 21. AUTHORITY AND COUNTERPARTS

Parties signing in a representative capacity state by their hand, that they are duly authorized to sign this Agreement. This Agreement may be executed separately, and in multiple counterparts, each copy of which shall constitute an original Agreement, and all counterparts, when taken together, will constitute one and the same Agreement.

ARTICLE 22. FORCE MAJEURE

If the performance of either party under this agreement is delayed or prevented at any time due to circumstances beyond the control of the other, including without limitation, those resulting from labor disputes, fire, floods, riots, civil disturbances, weather conditions, control exercised by a governmental entity, unavoidable casualties or acts of God or public enemy, the performance of such party shall be excused for so long as the circumstances shall prevent such performance.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as shown on the date(s) listed below.

CITY OF DEARBORN HEIGHTS ("OWNER")

Mo Baydoun
Its: Mayor

Dated: _____, 2026

Lynne M. Senia
Its: City Clerk

Dated: _____, 2026

[TO BE DETERMINED] ("CONTRACTOR")

By: _____
Its: _____

Dated: _____, 2026

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time (hereafter referred to as the "Regulations") which are incorporated herein by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Dearborn Heights to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the City of Dearborn Heights shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of Dearborn Heights may direct as a means of enforcing such provision including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Dearborn Heights to enter into such litigation to protect the interests of the City and, in addition, the contractor may request the State highway

department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interest of the United States. A request does not compel either entity to so enter any such litigation and such decision either way does not constitute a waiver of any governmental immunity defenses at time of litigation or subsequent.