

CHARTER TOWNSHIP OF VIENNA

CONTRACT AGREEMENT

This Agreement made this 10th day of November, 2025, between the Charter Township of Vienna, herein called the "Township" and/or "Buyer" and Groundeffex Lawncare & Landscape LLC, 12208 Duffield Rd., Montrose, MI 48457, herein called the "Contractor" and/or "Seller".

In consideration of the mutual promises and agreements hereinafter set forth, the parties agree to undertake, carry out and perform this Contract in accordance with the terms and conditions as set forth herein, and as follows:

1. Pricing:
Pricing consistent with the price proposal from the 2023 bid is as follows:

The weekly rate for lawn maintenance is \$110.00.

Leaf pick up – Spring and Fall if applicable is \$250.00.

Downed tree clean up hourly rate is \$65.00.

Hourly rate for other services if necessary is \$65.00.
2. The Performance:
The Contractor shall furnish pursuant to the terms and conditions of this Contract labor and material listed in the attached specifications in Grounds Maintenance Services Clio Area Senior Center to mow, trim, clear sidewalks and curbing of grass clippings, trash, leaves, etc., perform leaf pick up in the spring and fall if needed.
3. Time of Commencement and Completion:
The Contractor shall perform under this Contract from April 1, 2026, until October 31, 2026, or a later date if extended by mutual consent of the parties. We are choosing to exercise year 3 of the options to renew from the 2023 bid and bidder response.
4. Independent Contractor:
The Contractor is employed by the Township as an independent Contractor and has and retains the right to exercise full control and supervision of the services including compliance with Social Security, withholding and all other regulations governing such matters. The contractor agrees to indemnify, defend and save harmless the Township, its agents, officers and members of the Vienna Township Board against any and all loss, damage or expense which the Township may suffer by reason of liability imposed by law upon the Township or Contractor for damages because of bodily injury, including death at any time resulting there from sustained by any person or persons, or on account of damage to property are due to the fault

of the Contractor, its sub-contractors or their employees, agents or any other person under the direct or indirect Contract of the Contractor.

5. Contractor's Financial Responsibilities:

Any costs due to the fault of the Contractor, sub-contractor, or anyone directly employed by them either for making good of defective work, disposal of material wrongly supplied, making good of damage to property, or excess costs from material or labor, or otherwise shall be borne by this Contractor, and the Township may withhold money due the Contractor to cover any such costs.

6. Assignment:

The Contractor shall not assign or transfer any interest in this Agreement or delegate its performance of duties except on prior written approval of the Township, which approval shall not be unreasonably withheld. Consent to assign, transfer or delegate any interest or performance of this contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of this Agreement.

7. Payments:

The Township shall pay the Contractor for the performance of work in current funds per price stated in the "Bidders Proposal" upon completion and acceptance by the Charter Township of Vienna. The Contractor shall invoice each item and all invoices for the calendar month shall be payable by the fifteenth day of the following month.

No payment will be made to the Contractor for material not delivered upon the Township premises, unless otherwise agreed to in writing by the Township.

Neither payment made under the Contract or used by the Township of the labor and material provided shall be evidence of performance of the Contract, either in whole or in part, nor shall such payment, final or otherwise, be construed to relieve the Contractor from its obligation to make good any defects arising or discovered in its performance within the period of its guarantee, nor shall the Township be deemed to waive any specific obligation the contractor may assume as to its performance.

8. Testing:

At any time if it is determined by an independent testing firm analysis that equipment delivered and installed is substandard, the Township reserves the right to discontinue shipments and shall not be obligated to pay for such substandard shipment already delivered. The Contractor agrees to pay all costs incurred by the Township to provide test on equipment delivered and installed found not meeting the specification.

9. Termination for Convenience:

The Township may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Authority's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Authority to be paid the Contractor. If the Contractor has any property in its possession belonging to the Authority, the Contractor will account for the same and dispose of it in the manner the Authority directs.

10. Termination for Default:

The Authority reserves the right to cancel all or any part of the work covered by this Agreement and/or Purchase Order, if Seller does not make deliveries as specified in the schedules or so fails to make progress as to endanger performance of the work and does not correct such failure after receipt of written notice from the Township specifying such failure, or if Seller breaches any of the terms hereof, including the warrants of Seller. Should cancellation be made for cause, the Township reserves the right to purchase elsewhere and if additional costs are incurred, such costs are to be at the Seller's expense. The Seller shall be liable for any other damages suffered by the Township as a result of any breach by the Seller in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives, as of the day first above written.

VENDOR

Charter Township of Vienna

Title

Title

WITNESS:

WITNESS:
