

Contract
City of Waukesha – Paul Terry Services, LLC
2020-2022 Noxious Weed and Tall Grass Mowing

This Contract is by and between the City of Waukesha, a municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to as the City; and Paul Terry Services, LLC, 155 Douglas Avenue, Waukesha, Wisconsin 53186, referred to as Contractor. Together the City and Contractor are referred to as the Parties.

Recitals

The City requires mowing and cutting services for properties that are in violation of the City's noxious weed and tall grass ordinances and has determined that Contractor is qualified to perform the work. Contractor is willing to perform the work.

Now, therefore, the City and Contractor agree, and contract as follows:

1. **Contractor Work.** Contractor shall perform grass and weed mowing at locations designated by the City's Weed Commissioner, and shall provide all labor, materials, tools and equipment required to do so, at Contractor's expense. This obligation is referred to herein as the Work.
2. **Standards for Work.** Contractor shall perform the Work in a workmanlike manner, and in accordance with accepted and customary practices in the landscaping industry. Contractor shall be responsible at its sole cost for obtaining all necessary permits, and for complying with all applicable codes and the requirements of the City. Contractor shall ensure that it will employ a sufficient number of workers skilled in their trades to perform the Work suitably.
3. **City Obligations.** The City shall designate properties on which Contractor is to perform mowing services and shall provide Contractor with sufficient information to allow Contractor to identify the property on which mowing services will be performed. If Contractor is unable to identify the property with certainty, Contractor shall request clarification from the City. Contractor may refuse to perform services at a property if it believes, in good faith, that the property has not been identified with sufficient certainty. If City personnel are present and verify the property identity, Contractor shall perform the services.
4. **Term.** The term of this agreement shall commence April 1, 2020 and terminate on March 31, 2022. Either Party may terminate this agreement before March 31, 2022 with 30 days' notice to the other Party of the intent to terminate.
5. **Payment.** The City shall pay Contractor for services rendered as follows:
 - a. One hundred ninety-nine dollars (\$199.00) for the first hour, or any portion thereof.
 - b. Forty-nine dollars (\$49.00) for each additional fifteen minutes thereafter.
 - c. Forty-nine dollars (\$49.00) for Contractor reporting to a designated location which has already been mowed by a third party, or which does not require Contractor's services for other good-faith reasons.
 - d. Additional forty-nine dollars (\$49.00) equipment fee for use of rough-cut mower where required.
 - e. Contractor shall submit monthly invoices with supporting time logs. Payment terms are net 30 days.

6. **Time.** Contractor shall complete mowing within two (2) days of the Weed Commissioner's designation of properties requiring service, subject only to delays for circumstances beyond Contractor's control, provided Contractor recommences work promptly upon the delay circumstances ceasing. If Contractor is unable, due to the number or size of properties, to complete services within the time period, then Contractor shall notify the City and attempt to engage subcontractors to perform the services, and payment shall be made by City to Contractor for work done by subcontractors, at the rates stated in section 4.
7. **Insurance.** Contractor shall maintain insurance of the following kinds and for at least the following limits, at all times during the performance of the Work. Contractor shall obtain an endorsement making the City an additional insured.
 - a. Commercial general liability, \$1,000,000 per occurrence, \$2,000,000 aggregate.
 - b. Worker compensation, to statutory requirements.
8. **Parties are Independent Contractors.** Nothing in this contract shall be construed to create any relationship between the Parties other than independent Contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
9. **Indemnification.** Contractor shall indemnify and hold the City harmless from any and all claims, demands, causes of action, lawsuits, penalties, liabilities or other obligations of any kind arising out of, or connected in any way with, Contractor's performance of the Work. The City shall indemnify and hold Contractor harmless from any and all claims, demands, causes of action, lawsuits, penalties, liabilities or obligations of any kind arising as a result of the City's incorrect designation of properties on which Contractor is to perform services.
10. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
11. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If judgment is taken, then costs of enforcement will be added to the judgment.
12. **Integration.** This Contract embodies the entire agreement of the Parties with respect to the subject matter expressed herein. All other inconsistent agreements and understandings of the Parties with respect only to the subject matter expressed herein are superseded and are unenforceable.
13. **Amendments.** No amendments, additions, or changes of any kind to this Contract will be valid unless in writing and signed by all of the Parties to this Contract.
14. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. The Parties agree that if a lawsuit is necessary with respect to this Contract, it will be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin and waive all jurisdictional defenses.

City of Waukesha

By Shawn N. Reilly, Mayor

Date:_____

Attested by Gina L. Kozlik, City Clerk

Date:_____

To certify that funds are provided for payment:

Richard L. Abbott, Director of Finance

Date:_____

Paul Terry Services, LLC

(sign above)

Print name:_____

Title:_____

Date:_____