

Parks, Recreation & Forestry Dept.

1900 Aviation Drive
Waukesha, Wisconsin 53188

Ron Grall, Director

rgrall@waukesha-wi.gov

1-262-524-3737

City Hall Mowing, Trimming and Landscape Bed Maintenance Services Contract

City of Waukesha

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to as the City; and Kujawa Enterprises, Inc., referred to as Contractor. Together the City and Contractor are referred to as the Parties.

Recitals

The City has opted to contract out City Hall planting bed maintenance and has determined that the Contractor is qualified to perform and is willing to perform the maintenance of the planting beds.

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

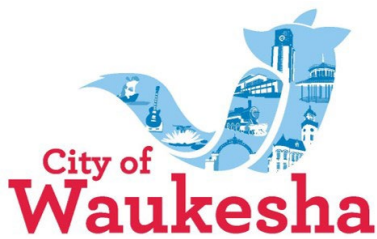
1) Contractor Obligations.

- a) **Maintenance Dates.** Upon contract approval through November 14th. The Contractor will provide to City a yearly maintenance schedule that allocates adequate personnel and equipment to complete the contract. The Contractor must maintain this schedule with the ability to use Saturdays to catch up on time lost due to unsuitable weather and/or turf conditions. The Contractor will notify the City of any changes to the schedule. The City agrees to provide notice of cancellation by noon of the day proceeding scheduled work to be canceled.
- b) **Litter, Debris and Cleanup.** The Contractor will be responsible for the proper removal of trash and debris from the entire property.
- c) **Mowing Trash and Debris.** The entire site will be picked up of trash and debris including in landscape shrub beds, and disposed of before mowing begins, this includes cigarette butts. Mowing over or placing litter or debris in the trees, landscape beds or street curb area is not acceptable. Grass will be blown off all walkways, and parking areas and will not be blown into the streets or curb lines or allowed to accumulate in the curb line or sewers.
- d) **Frequency of Mowing.** Mowing will be completed once (1) every week starting. From approximately April 10th through November 14th, Cuttings may be reduced or adjusted based on weather conditions and/or growth rate (must be coordinated with the City's Grounds Maintenance Supervisor). Turf shall be cut at a height of two and one-half inches to three and one-half inches as conditions dictate. Mowing shall be done, as weather permits, frequently enough so that no more than $\frac{1}{2}$ of the grass blade is removed per cutting. Grass adjacent to fixed objects shall be trimmed to the same height as the general turf. Excessive grass clippings will be removed as well as debris and trash from turf before mowing commences. This contract shall provide for up to twenty-four (24) mows throughout the season so as to maintain a neat appearance. If additional mowing are desired, they shall be billed at prevailing time and material rates as approved by the owner.

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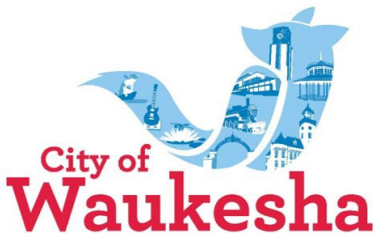
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- e) **Trimming and Edging.** The contractor shall be responsible at **EVERY** lawn mowing for trimming around permanent objects such as trees, shrubs, mulch, plant beds, signposts, fencing, retaining walls, near buildings, in curbs and gutters, and any other part of the lawn area where the lawn mowers cannot reach during routine mowing. Areas to be trimmed shall be brought to the same level as the mowing level of the lawn. The contractor must take care not to damage objects during mowing and trimming operation. See number 15 for reporting property damage.
- f) **Planter Area and Mulch Bed Weed Control:** A pre-emergent herbicide shall be applied to all planter areas to prevent weed growth. Any weeds that occur thereafter shall be pulled by hand or sprayed with a post-emergent herbicide with each visit. A Minimum of 14 weedings throughout the season. Including the hillside on the East side of the e property. The expectation for weeding is twice (2 times) a month for the length of the contract.
- g) **Pruning:** Pruning of shrubs shall be done 4 times throughout the growing season to insure good health and appearance. Including the hillside on the East side of the property. This is not a formal garden; everything does not need to be sheared into a formal hedge row or round balls. The landscape is designed to grow together for uniformity and appearance.
- h) **Spring/Fall Cleanup:** In the spring, the removal of the accumulation of trash leaves, etc. from the landscape. Remove leaves, twigs, and dieback in the fall. If rejuvenation pruning is necessary, it should be completed in fall with the cleanup
- i) **Insect and Disease:** Monitor damaging insects and diseases. Notify Parks and Recreation Department staff of any problems and submit proposals for treatments.
- j) **Shrub Maintenance.** Shrubs shall be visited and maintained 4 times during the year for the removal of excess growth. Including the hillside on the East side of the property. This is not a formal garden; everything does not need to be sheared into a formal hedge row or round balls. The landscape is designed to grow together.
- k) **Final Appearance.** A clean and neat appearance is expected. The cleanup of all leaves and pulled weeds shall be completed and removed off-site.
- l) **Personnel.** The Contractor's Contract Administrator must be available by phone and email. The contractor shall have in its employ, or under its control, sufficient qualified and competent personnel to perform work promptly and in accordance with a schedule or work program. The crew foreman must be able to converse in The contractor shall employ only such workers as are skilled in the tasks to which they are assigned. Workers shall act appropriately and professionally at all times. The City may require the Contactor not to assign any employee the City deems incompetent, careless, insubordinate, or otherwise objectionable to work on City projects.
- m) **Equipment.** The contractor, operators, and all vendors shall wear appropriate personnel protective equipment and shall provide all necessary equipment or personnel to complete the scope of work.

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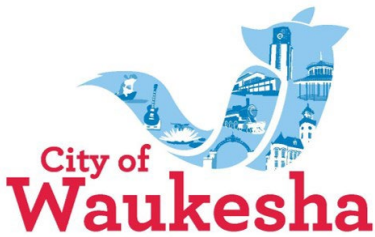
- o) Fueling and Oiling.** Spilled gasoline and oil kills grass. Equipment will not be fueled or oiled in the grass they shall be moved to paved areas for this function.
- 2) Standards.** All materials and workmanship must be in accordance with generally accepted methods and standards of the industry and be consistent of the highest quality and the City's standards. The Contractor shall perform all duties in a timely and workmanlike manner. All regulations from DATCP and the State of Wisconsin pertaining to chemical applications shall be followed.
- 3) General Reporting of Damages and Communication.** Any vandalism, storm damage or Contractor damage to the subject areas needs to be reported as soon as possible by the Contractor to the City. The Contractor will respond to calls from the City with a response time not exceeding four (4) hours.
- 4) Regarding Property Damage and Personal Injury:**

 - a)** Wherever any existing material, equipment or facility is damaged by the Contractor, the cost of repair or replacement shall be charged to the Contractor. Items covered by this provision include, but are not limited to curbs, sidewalks, railings, plantings, light poles, vehicles etc.
 - b)** Injuries to any person, property of any employee at that site, customer or any property not belonging to the Contractor shall be reported immediately to the City. All such damages shall be the responsibility of the Contractor, and Contractor shall indemnify and hold the City harmless from all such damages.
 - c)** Repair work due to damages caused by the Contractor shall be coordinated through, and subject to the approval of the City. Repairs shall be made with like materials in a manner acceptable to the City and repaired to its original state at the Contractors' expense.
 - d)** Contractors shall acquaint themselves with the location of utilities, which may be encountered or be affected by their work and shall be responsible for damage caused by neglect to provide proper precautions or protection.
- 5) Contract Price and Payment.** The City shall pay the Contractor the total fee of XXXXXX, in four (4) installments of XXXXX. The first installment shall be paid within 30 day of the execution of this contract and the remaining payments shall occur as follows: the second payment upon billing at the end of July, the third payment upon billing at the end of September, and the final payment shall be paid upon Contractors completion of its obligations under this Contract, not later than November 30.
- 6) Indemnification.** The contractor shall indemnify and hold the City harmless from any and all claims, demands, causes of action, lawsuits, penalties, losses, judgments, liabilities or other obligations of any kind arising out of, or connected in any way with, Contractor's performance of its obligations under this Contract.
- 7) Insurance.** The contractor shall maintain insurance of the following kinds and for not less than the following limits, at Contractor's sole expense, at all times during the performance of its obligations under this Contract. Policies shall be occurrence, and not claims-made, policies. The contractor shall obtain an endorsement making the City an additional insured, and Contractor's insurance shall be primary, not excess, and non-contributory.

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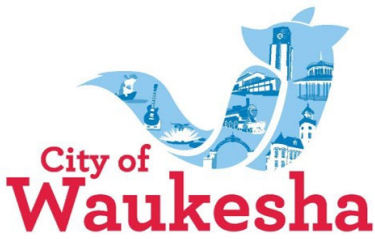
All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Contractor shall deliver a certificate of insurance to City showing that all requirements of this section are met.

- i) Commercial general liability, \$1,000,000 per occurrence, \$2,000,000 aggregate.
 - ii) Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
 - iii) Umbrella, \$5,000,000.
- 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) **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.
- 10) **Corporate Authorization.** The individuals executing this Contract on behalf of the Contractor represent that they are duly authorized to bind the Contractor contractually. Contractor represents that the execution of this Contract is not prohibited by the Contractor's articles of incorporation, by-laws or other internal operating orders, or by any applicable law, regulation or court order.
- 11) **Assistance of Counsel, Voluntary Contract.** The Parties acknowledge that they have either had the assistance of legal counsel in the review and execution of this Contract or have voluntarily waived the opportunity to do so; that they have read and understand each of this Contract's terms, conditions and provisions, and their effects; and that they have executed this Contract freely, of their own volition, and not under conditions of duress.
- 12) **Adequacy of Consideration.** The Parties acknowledge that the consideration expressed in this Contract is adequate and sufficient to make the obligations contained in this Contract binding upon the Parties.
- 13) **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 a judgment is taken, then costs of enforcement will be added to the judgment.
- 14) **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.
- 15) **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.
- 16) **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of

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the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.

17) Survival and Parties Bound. Unless specifically limited in this Contract, any term, condition or provision of this Contract will survive the execution of this Contract or any stated time periods, to the extent necessary for their performance. This Contract is binding upon and inures to the benefit of, the Parties' successors, assigns, heirs, executors, trustees and personal representatives.

18) 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-Treasurer

Date: _____

To certify that funds are provided for payment:

Joseph Ciurro, Director of Finance

Date: _____

By Contractor, Kujawa Enterprises, Inc.

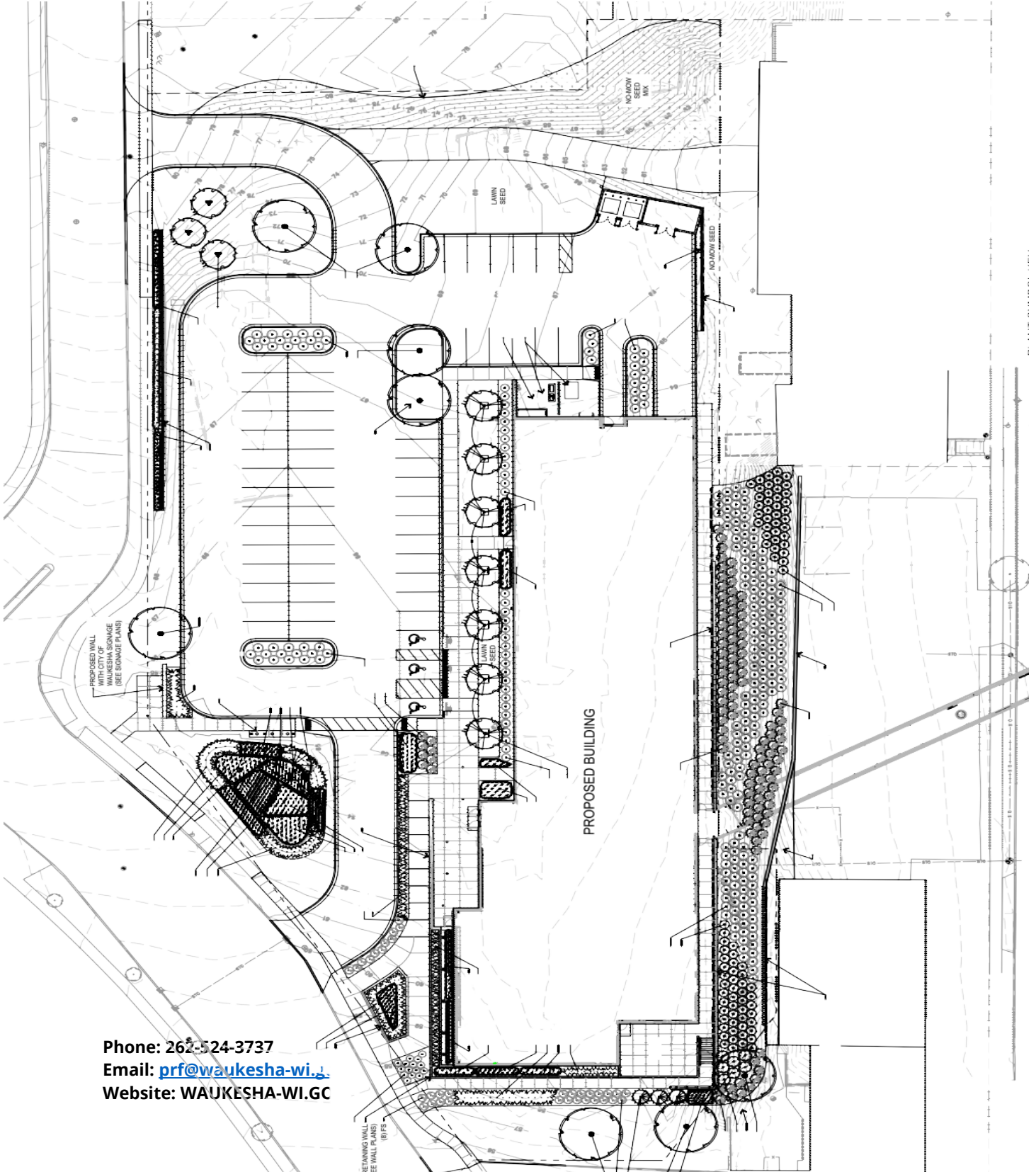
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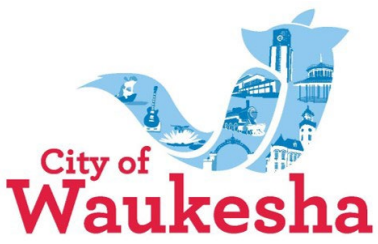
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City Hall Shrub Bed Map





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City Hall Mowing Map

