

CITY OF WAUKESHA

Administration

201 Delafield Street, Waukesha, WI 53188
Tel: 262.524.3701 fax: 262.524.3899
www.waukesha-wi.gov

Common Council Item Number: Click here to enter text.	Date: Feb 12, 2021
Submitted By: Ron Grall, Director of Parks, Recreation & Forestry Keith Johnson, Grounds Maintenance Supervisor	City Administrator Approval: Kevin Lahner, City Administrator
Finance Department Review: Rich Abbott, Finance Director Click here to enter text.	City Attorney's Office Review: Brian Running, City Attorney Click here to enter text.
Subject: Approval of the proposed Fertilizer and Weed Control Agreement between TruGreen and the City of Waukesha.	

Details:
WPRF recommends the continued use of contracted services to assist in the fertilization and weed control of numerous City/park properties (including primary City street medians). The use of contracted services has been in place for years and has proven to be a cost-effective approach achieving desired results.

Options & Alternatives:
WPRF could attempt to do the applications in house, however we do not have the equipment or expertise to do large scale fertilization and weed control. This would detract from primary park maintenance duties as additional resources and new equipment would need to be purchased to accomplish the task.

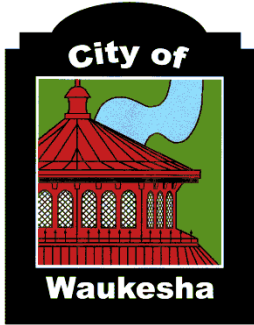
Financial Remarks:
As part of the 2021 Parks Maintenance Operating budget money was earmarked in 5520.52190, Other Professional Services, to cover the cost of contracting out fertilization and weed control of selected City/Park Properties.

Executive Action:
Recommend approval of the Fertilization and Weed Control Contract agreement between TruGreen and the City of Waukesha and authorize the Mayor to enter into this contact.

Committee Recommendation:
The contract has been reviewed by the City Attorney.



BID DOCUMENTS



PARKS, RECREATION & FORESTRY

1900 AVIATION DRIVE
WAUKESHA, WISCONSIN 53188-2471
TELEPHONE 262/524-3737 FAX 262/524-3713

Ron Grall, Director
rgrall@waukesha-wi.gov

IMPORTANT NOTICE TO PROSPECTIVE CONTRATORS

Enclosed for your consideration, please find a Request for Quotations (RFQ) for the provision of contracted Fertilization and weed control on the City of Waukesha's Street Median Islands and Park properties starting in spring 2021.

Carefully read and review all information provided. Enclosed you will find pertinent maintenance specifications, median location maps and required price quote submittal forms. Please note that the maps are provided for your reference only. It is **strongly recommended** that you personally measure and review the indicated areas prior to submittal.

Submittals may be mailed, emailed or delivered in person in a sealed envelope marked **"2021 Fertilizer weed control"**

**City of Waukesha
Parks Recreation & Forestry Department
1900 Aviation Drive, Waukesha, WI 53188
ATTEN: Keith Johnson
Deadline for submittal: 12:00 pm Monday February 8th, 2021**

The City of Waukesha reserves the right to accept or reject all or part of any submitted quote and select the contracted service deemed most advantageous to the City of Waukesha.

If you have any questions regarding the completion/submittal of the RFQ, please contact:

**Keith Johnson, Supervisor
Grounds Maintenance Division
City of Waukesha
Parks, Recreation & Forestry Department**

kjohnson@waukesha-wi.gov

Phone: (262) 524-3722

Cell: (262) 993-2083

Fax: (262) 524-3713



PARKS, RECREATION & FORESTRY

Ron Grall, Director

1900 AVIATION DRIVE
WAUKESHA, WISCONSIN 53188-2471
TELEPHONE 262/524-3737 FAX 262/524-3713

rgrall@waukesha-wi.gov

January 20, 2021
OFFICIAL NOTICE TO DEALERS
ADVERTISEMENT FOR BIDS

TREATMENT FOR BROADLEAF WEED CONTROL AND FERTILIZATION ON BOULEVARDS AND OTHER AREAS FOR THE CITY OF WAUKESHA PARKS, REC & FORESTRY DEPARTMENT.

(NOTE: Spring and Fall application)

WAUKESHA, WISCONSIN 53188

BIDS CLOSE: Monday February 8th, 2021 AT 12:00 P.M.

Proposals can be mailed, emailed, or dropped off until Monday **February 8th, 2021** at 12:00 P.M. at the City of Waukesha Parks, Recreation & Forestry Office and Service Center, 1900 Aviation Drive, Waukesha, Wisconsin, 53188, for furnishing all the labor, equipment and materials in connection with the:

Treatment for Spring and Fall Broadleaf Weed Control and Fertilization

All in accordance with the plans and specifications on file in the Office of the Parks, Recreation and Forestry Director.

Plans, specifications and proposal blanks may be obtained at the Office of the Director of Parks, Recreation and Forestry.

The Parks, Recreation and Forestry Board hereby reserves the right to accept the bid most advantageous to the City or to reject any or all bids.

INSTRUCTIONS TO BIDDERS

Each bidder must state in this proposal their full name and business address. If an incorporated company, the State under which the company was incorporated must be stated. Said company must be licensed to do business in the state of Wisconsin before a contract can be awarded to perform the work described in this proposal. Each proposal must be signed by the party authorized to submit it.

Each bidder must seal their proposal in an envelope which plainly states the title of the work for which the proposal is intended. Delivery to the Parks, Recreation and Forestry Department at its Office must be made no later than the time specified on the Official Notice to Contractors.

No proposal will be considered which is not submitted on the regular forms furnished by the City. The bidder shall make no changes or additions thereto.

Any of the maps provided give general locations of the areas to be treated. It is each bidder's responsibility to measure and check the boundaries of the spray area.

Each bidder shall make their own estimate of the quantities and calculate their prices accordingly.

Bidders must satisfy themselves, by personal examination, or by such means as they prefer, as to the location, character and intent of both the work and specifications. After the submission of the proposal, no complaint or claim of misunderstanding in regard to the estimate of the supervisor, or the nature of the quantity of work to be done will be entertained.

A proposal will be disregarded unless the bidders show satisfactory evidence that they have been regularly engaged in the business of lawn care work as herein described.

The work shall be done under the supervision of the Grounds Supervisor and shall be pursued diligently and in a workmanlike manner. Reasonable and consistent progress must be maintained from commencement to the completion thereof. The sequence of operations will be determined by the Grounds Supervisor, as deemed fit, to best serve the needs and convenience of the public.

No representations are made by the City, its officers, agents, or employees as to the existence or nature of visible or invisible surface or sub-surface difficulties, obstructions, or obstacles, whether shown on the plans or not, which may be encountered during the course of completing the work covered by the contract. The bid price for the contract, given this condition, must satisfactorily accommodate completion thereof.

The contractor shall furnish to the City, prior to commencement of work, a certificate showing full coverage for Workman's Compensation insurance; a public liability insurance policy which shall cover all employees, sub-contractors, and vehicles; having a minimum single limit injury and property damage of \$1,000,000.00

The contractor shall also carry a comprehensive general liability policy for their operations with a minimum single limit of \$1,000,000.00 injury and property damage. Also the contractor shall have over and above said insurance, minimum \$1,000,000.00 umbrella insurance policy coverage.

The City of Waukesha shall be named additional insured in all policies. Also, a clause will be included stating the City of Waukesha and its agents be held harmless.

The contractor shall furnish to the City, prior to commencement of work, copies of business applicators license, and individual Wisconsin Department of Agriculture, Trade & Consumer Protection Applicator License for each person working under this contract. This includes but is not limited to: Administrators, mixers, transporters, and applicators.

If any person contemplating submitting a bid for the proposed work is in doubt as to the true meanings of any part of the plans, specifications, or other proposed contract documents, they may submit a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by a duly issued addendum. Copies of such addendum will be sent to each prospective bidder.

All writing shall be with ink or typewriter, except the signature of the bidder, which shall be written with ink.

SPECIAL PROVISIONS

The following special provisions and revisions of any additions to certain sections and sub-sections or parts thereof of the

CONTRACT DOCUMENTS FOR TREATMENT FOR BROADLEAF WEED CONTROL AND FERTILIZATION OF BOULEVARDS AND OTHER AREAS WAUKESHA, WISCONSIN 53188

- ITEM NO. 1 - Prospective bidders shall inspect all parks and/or boulevard areas before submitting quotation.
- ITEM NO. 2 - Work is to be done under the direction and subject to inspection of the Parks, Recreation and Forestry Director or his duly authorized representative.
- ITEM NO. 3 - Any number of personnel may be assigned to one job but there shall be a sufficient number to handle the job. All regulations pertaining to traffic control for street construction and maintenance operations in the City of Waukesha shall be followed.
- ITEM NO. 4 - All Wisconsin Department of Agriculture Trade and Consumer Protection regulations, laws and provisions pertaining to pesticides must be adhered to. The contractor is responsible for complying with any and all recent applicable changes to **Ag. 29, including prior notification requirements to surrounding residents.**
- ITEM NO. 5 - Spray drift or overspray will not be tolerated.
- ITEM NO. 6 - Once begun, all applications must be completed within seven (7) work days. Special consideration, per request, will be granted to compensate for inclement weather.
- ITEM NO. 7 - **Spring applications to be started while the broadleaf weeds are actively growing, no earlier than one week prior to peak dandelion bloom, and completed within seven days. Fall applications to be started while the broadleaf weeds are actively growing beginning no earlier than September 15th, 2021 and completed no later than the fourth (4th) Saturday in October.**
- ITEM NO. 8** - In order to coordinate WPRF mowing activities and accommodate scheduled events, the Parks Department Supervisor must be notified 1 week before application are to begin. (262) 534-3722.

- ITEM NO. 9 - Contractor must provide proof of proper equipment calibration per DNR-NR 151 requirements in writing.
- ITEM NO. 10 - Fertilizer should be used a minimum of one (1) pound nitrogen but no more than one and one-half (1 1/2) pound per 1000 sq. ft. to be applied per application.
- ITEM NO. 11 - Applications in park areas are to be done in an expeditious manner during early morning hours. No treatments shall be done after 10:00 A.M. in park areas.
- ITEM NO. 12 - Park areas must be posted by contractor at the time of application and postings must remain for twenty four (24) hours after application is completed, or as Ag. 29 requires.
- ITEM NO. 13 - Work is to be performed between the hours of 6:00 A.M. and 5:00 P.M. Monday through Friday. **Note: Areas within 500 feet of a school may be done on weekends to avoid conflict. Contact the Grounds Supervisor to schedule these exceptions prior to each application. Additional school contact will be required prior to these applications.**
- ITEM NO. 14 - Work will cease when temperatures exceed 80 degrees F or wind speeds exceed 7 mph, unless appropriate "No Drift" equipment is used in application.
- ITEM NO. 15** - Treatment will be repeated if precipitation occurs within eight (8) hours of application.
- ITEM NO. 16 - Amine formulation of 2,4-D and MCPP herbicides or equivalent combination to be used.
- ITEM NO. 17 - A non-phosphorus based fertilizer is to be used with bidder supplying the analysis in writing.
- ITEM NO. 18 - Formulation rates, application rates, quantity of material used, date and time applied and completed, will be provided in writing to the City for each individual site application that is made.
- NOTE: This information shall be submitted at completion of spring and at completion of fall Applications and before payment is made.**
- ITEM NO. 19 - All areas to be treated shall receive Broadleaf Weed Control and fertilization.
- ITEM NO. 20 - All or part of the proposed bid areas may be accepted, rejected or modified in writing after the bid is awarded and before the contract is enacted.

AREAS TO BE TREATED

A. BOULEVARD AREAS (2-time application)

- 1) Aviation Ave Island: Islands from Northview to Airport road.
- 2) University Ave Islands: Islands from Northview Rd north to Silvernail Rd and from Madison to Michigan ave.
- 3) Tenny Ave. Islands: Islands from south of W. Sunset dr (2), north to Roberta Ave. Including one island North of Roberta
- 4) Springdale Islands: Islands from Bulemound Rd (hwy JJ) to Moreland Blvd.
- 5) S Grand islands: From Sunset south to Rivera Dr

- 6) Moreland Islands: South Moreland blvd. From west St Paul to Madison St.
North Moreland blvd. From Madison to North Summit Ave.
West Moreland blvd.
From Summit Ave east to Delafield St.
From Delafield east to Pewaukee Rd.
From E. St. Paul ave to White Rock.

B. OTHER AREAS (2-time application)

- 1) Fire Station #3: #3 1210 Sentry Drive
- 2) Fire Station #4: #4 1700 Northview Road
- 3) Fire Station #5: #5 3051 Summit Ave
- 4) Lowell Park 2201 Michigan Ave
- 5) Merrill Crest 616 S. University Ave
- 6) Rotary Building: 1150 Baxter Street
- 7) Schuetze Building: 1120 Baxter Street: Includes area between south parking lot driveway and first north parking lot driveway, from street to front of building and area around playground inside of the fence

C. OTHER AREAS (3-time application)

- 1) Youmans Plaza: 200 W Broadway
- 2) Cutler Park: 321 Wisconsin Ave
- 3) Rivers Crossing park: 3703 Rivercrossing Dr
- 4) Mindiola Park North Corner of Carlton Pl and Estberg Ave
- 5) Aviation Admin building: 1900 Aviation Drive
- 6) Waukesha Police Dept 1901 Delafield Street
- 7) Bethesda Park 560 Dunbar
- 8) Frame Amphitheater 1250 White Rock Avenue
- 9) Meadowview Park: Two multiuse fields (see map) MOVE TO C ?

AREAS TO BE TREATED

A) <u>BOULEVARD AREAS</u>	<u>PRICE PER APP</u>	<u>TOTAL PRICE</u>
1. <u>Aviation islands</u>		
2. <u>University ave islands</u>		
3. <u>Tenny Islands</u>		
4. <u>Springdale islands</u>		
5. <u>S. Grand Islands</u>		
6. <u>Moreland Blvd</u>		

TOTAL A

B) OTHER AREAS

1. <u>Fire Station 3</u>		
2. <u>Fire Station 4</u>		
3. <u>Fire Station 5</u>		
4. <u>Lowell Park</u>		
5. <u>Merrill Crest Park</u>		
6. <u>Rotary Building</u>		
7. <u>Schuetze Building</u>		

TOTAL B

C) OTHER AREAS (3 time application)

1. <u>Youmans Plaza</u>		
2. <u>Cutler Park</u>		
3. <u>Rivers Crossing Park</u>		
4. <u>Mindiola Park</u>		
5. <u>Aviation Administration building</u>		
6. <u>Waukesha Police Dept</u>		
7. <u>Bethesda Park</u>		
8. <u>Frame Ampitheater</u>		
9. <u>Meadowview Park</u>		

TOTAL C

BIDS MUST BE SUBMITTED TO THE PARKS, RECREATION & FORESTRY OFFICE EITHER MAILED, EMAILED, OR DROPPED OFF TO 1900 AVIATION DRIVE, WAUKESHA, WISCONSIN, 53188

NO LATER THAN Monday March 1st^h, 2021 AT 3:00 P.M.

BIDDERS NEED NOT BE PRESENT AT THIS TIME YOU WILL BE NOTIFIED VIA PHONE OR EMAIL OR MAIL.



PARKS, RECREATION & FORESTRY

1900 AVIATION DRIVE
WAUKESHA, WISCONSIN 53188-2471
TELEPHONE 262/524-3737 FAX 262/524-3713

Ron Grall, Director
rgrall@waukesha-wi.gov

1. DATE: _____
2. DEALER'S NAME: _____
3. DEALER'S ADDRESS: _____
4. PHONE: _____
5. EMAIL: _____
6. AUTHORIZED SIGNATURE: _____
7. TITLE: _____

TOTAL PRICE OF A \$ _____

TOTAL PRICE OF B \$ _____

TOTAL PRICE OF C \$ _____

TOTAL BID \$ _____

PLEASE NOTE:

THIS PRICE INCLUDES ALL SPRING & FALL APPLICATIONS.

BID RESULTS

CITY OF WAUKESHA
PARKS, RECREATION AND FORESTRY DEPARTMENT
Fertilization and Weed Control

RFQ RECEIVED:
2/8/21

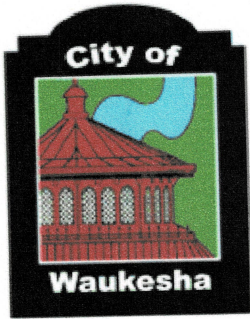
BID

TruGreen

820 Corporate Ct
Waukesha, WI 53189

\$ 15,173.64

No other bids received



PARKS, RECREATION & FORESTRY

Ron Grall, Director

rgrall@waukesha-wi.gov

1900 AVIATION DRIVE
WAUKESHA, WISCONSIN 53188-2471
TELEPHONE 262/524-3737 FAX 262/524-3713

1. DATE: 2/1/2021
2. DEALER'S NAME: TruGreen
3. DEALER'S ADDRESS: 820 Corporate Ct. Waukesha WI
4. PHONE: 262-352-2471
5. EMAIL: Heather.Fiala@Trugreenmail.com
6. AUTHORIZED SIGNATURE: Heather Fiala
7. TITLE: Business Development Rep.

TOTAL PRICE OF A	\$ <u>2247.60</u>
TOTAL PRICE OF B	\$ <u>3268.44</u>
TOTAL PRICE OF C	\$ <u>9657.60</u>
TOTAL BID	\$ <u>15,173.64</u>

PLEASE NOTE:

THIS PRICE INCLUDES ALL SPRING & FALL APPLICATIONS.

AREAS TO BE TREATED

<u>A) BOULEVARD AREAS</u>	<u>PRICE PER APP</u>	<u>TOTAL PRICE</u>
1. Aviation islands	76.65	153.30
2. University ave islands	257.25	514.50
3. Tenny Islands	67.25	134.50
4. Springdale islands	161.70	323.40
5. S. Grand Islands	152.50	305.00
6. Moreland Blvd	408.45	816.90
		<u>TOTAL A 2247.60</u>

B) OTHER AREAS

1. Fire Station 3	36.75	73.50
2. Fire Station 4	43.05	86.10
3. Fire Station 5	72.45	144.90
4. Lowell Park	1202.35	2404.70
5. Merrill Crest Park	184.07	368.14
6. Rotary Building	43.05	86.10
7. Schuetze Building	52.50	105.00
		<u>TOTAL B 3268.44</u>

C) OTHER AREAS (3 time application)

1. Youmans Plaza	54.60	163.80
2. Cutler Park	303.45	910.35
3. Rivers Crossing Park	478.80	1436.40
4. Mindiola Park	161.70	485.10
5. Aviation Administration building	78.75	236.25
6. Waukesha Police Dept	128.10	384.30
7. Bethesda Park	1476.30	4428.90
8. Frame Ampitheater	265.50	796.50
9. Meadowview Park	272.00	816.00
		<u>TOTAL C 9657.60</u>

BIDS MUST BE SUBMITTED TO THE PARKS, RECREATION & FORESTRY OFFICE EITHER MAILED, EMAILED, OR DROPPED OFF TO 1900 AVIATION DRIVE, WAUKESHA, WISCONSIN, 53188

NO LATER THAN Monday March 1st, 2021 AT 3:00 P.M.

BIDDERS NEED NOT BE PRESENT AT THIS TIME YOU WILL BE NOTIFIED VIA PHONE OR EMAIL OR MAIL.

BID CONTRACT

**2021 Fertilization and Weed Control Services Contract
City of Waukesha – TruGreen**

Fertilization and Weed Control

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 TruGreen referred to as Contractor. Together the City and Contractor are referred to as the Parties.

Recitals

The City has opted to contract out Fertilization and weed control on various City Properties and has determined that the Contractor is qualified to perform the fertilization and weed control. Contractor is willing to perform the fertilizer and weed control on various City properties.

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

1. Contractor shall perform fertilization and weed control in the areas shown in Schedule 1, which is incorporated into this Contract by reference, and subject to the terms of this Contract.
2. Contractor shall inspect all parks and/or boulevard areas and be solely responsible for determining the amounts of materials and labor required.
3. Work is subject to inspection of the Parks, Recreation and Forestry Director or his duly authorized representative.
4. Any number of personnel may be assigned to one job but there shall be a sufficient number to handle the job. All regulations pertaining to traffic control for street construction and maintenance operations in the City of Waukesha shall be followed.
5. All Wisconsin Department of Agriculture Trade and Consumer Protection regulations, laws and provisions pertaining to pesticides must be adhered to. The contractor is responsible for complying with any and all recent applicable changes to Wisconsin Administrative Code Chapter Ag. 29, including prior notification requirements to surrounding residents.
6. Contractor shall not allow spray drift or overspray.
7. Once begun, all applications must be completed within 7 work days. Special consideration, per request, will be granted to compensate for inclement weather.
8. Spring applications to be started while the broadleaf weeds are actively growing, no earlier than one week prior to peak dandelion bloom, and completed within seven days. Fall applications to be started while the broadleaf weeds are actively growing beginning no earlier than September 1st, 2020 and completed no later than the fourth Saturday in October.
9. In order to coordinate WPRF mowing activities and accommodate scheduled events, the Parks Department Supervisor must be notified 1 week before application are to begin. (262) 534-3722.
10. Contractor must provide upon request proof of proper equipment calibration per Wisconsin Administrative Code Chapter NR 151 requirements in writing.
11. Fertilizer should be used a minimum of 1 pound nitrogen but no more than 1½ pounds per 1000 sq. ft. to be applied per application.

12. Applications in park areas are to be done in an expeditious manner during early morning hours. No treatments shall be done after 12:00 P.M. in park areas, Rotary Building, Schuetze Building, Youmans Plaza, River Crossing Park, and Cutler Park.
13. Park areas must be posted by contractor at the time of application meeting the requirements of Wisconsin Administrative Code Chapter Ag. 29 for "posting of treated areas".
14. Work is to be performed between the hours of 6:00 A.M. and 5:00 P.M. Monday through Friday. Note: Areas within 500 feet of a school may be done on weekends to avoid conflict. Contact the Grounds Supervisor to schedule these exceptions prior to each application. Additional school contact will be required prior to these applications.
15. Work will cease when temperatures exceed 80 degrees F or wind speeds exceed 7 mph, unless appropriate "No Drift" equipment is used in application.
16. Treatment will be repeated if precipitation occurs within eight (8) hours of application.
17. Amine formulation of 2,4-D and MCPP herbicides or equivalent combination to be used.
18. A non-phosphorus-based fertilizer is to be used with bidder supplying the analysis in writing upon request.
19. Formulation rates, application rates, quantity of material used, date and time applied and completed, will be provided in writing to the City for each individual site application that is made. This information shall be submitted at completion of spring and at completion of fall Applications and before payment is made.
20. All areas to be treated shall receive Broadleaf Weed Control and fertilization.
21. **Payment.** The contract fee to be paid to the Contractor shall be \$ 15,173.64. One half of the fee shall be paid within 30 days of the execution of this Contract and the balance shall be paid upon Contractor's completion of its obligations under this Contract, not later than November 30.
22. **Indemnification.** 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.
23. **Insurance.** 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. Contractor shall obtain an endorsement making the City an additional insured, and Contractor's insurance shall be primary, not excess, and non-contributory. 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.

- a. Commercial general liability, \$1,000,000 per occurrence, \$2,000,000 aggregate.
 - b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
 - c. Umbrella, \$5,000,000.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.
29. **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.
30. **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.
31. **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.
32. **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 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.

33. **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.
34. **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:

Richard L. Abbott, Director of Finance
Date:_____

By Mark Turner – TruGreen
Date:_____

Schedule 1
AREAS TO BE TREATED

A. BOULEVARD AREAS (2-time application)

- 1) Aviation Ave Island: Islands from Northview to Airport road.
- 2) University Ave Islands: Islands from Northview Rd north to Silvernail Rd and from Madison to Michigan Ave.
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- 5) S Grand islands: From Sunset south to Rivera Dr
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North Moreland Blvd. From Madison to North Summit Ave.
West Moreland Blvd.
From Summit Ave east to Delafield St.
From Delafield east to Pewaukee Rd.
From E. St. Paul Ave to White Rock.

B. OTHER AREAS (2-time application)

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- 6) Rotary Building: 1150 Baxter Street

- 7) Schuetze Building: 1120 Baxter Street: Includes area between south parking lot driveway and first north parking lot driveway, from street to front of building and area around playground inside of the fence

C. OTHER AREAS (3-time application)

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- 6) Waukesha Police Dept: 1901 Delafield Street
- 7) Bethesda Park: 560 Dunbar
- 8) Frame Amphitheater: 1250 White Rock Avenue
- 9) Meadowview Park: Two multiuse fields (see map)

TOTAL \$ 15,173.64