

# CITY OF MANITOWOC

WISCONSIN, USA

[www.manitowoc.org](http://www.manitowoc.org)

May 16, 2019



19-0600

TO: Mayor and Common Council  
FROM: Board of Public Works  
SUBJECT: AGMT-19-05 Contract with Cretton Enterprises

CONSENT

Dear Mayor and Common Council:

At the May 15, 2019 Board of Public Works meeting, the Board met to approve entering into a contract with Cretton Enterprises for 2019-2021 Flower Maintenance & Weed Control Areas, AGMT-19-05, for a contract price of \$9,689.86 for 2019, \$9,134.86 for 2020, and \$9,016.66 for 2021.

"Moved by City Attorney Kathleen McDaniel, seconded by Alderperson Lee Kummer, and unanimously carried to enter into the contract. Ayes, 6. Nays, none."

Very Truly Yours,

A handwritten signature in cursive script that reads "Deborah Neuser".

DEBORAH NEUSER  
Secretary Board of Public Works

**Deborah Neuser, CMC, City Clerk**  
**CITY HALL · 900 Quay Street · Manitowoc, WI 54220-4543**  
**Phone (920) 686-6950 · Fax (920) 686-6959 · [dneuser@manitowoc.org](mailto:dneuser@manitowoc.org)**

**FLOWER BED MAINTENANCE AND WEED CONTROL SERVICES  
AGREEMENT**

**THIS AGREEMENT** is made effective this 15 day of May, 2019, by and between the CITY OF MANITOWOC, Wisconsin, a municipal corporation, with its principal offices located at 900 Quay Street, Manitowoc, Wisconsin 54220 ("CITY"), and CRETTON ENTERPRISES, INC., a corporation, with its principal offices located at 12536 County Road Q, Two Rivers, Wisconsin, 54241 ("CRETTON").

**WITNESSETH**

**WHEREAS**, the CITY owns several flower beds, landscaped areas, and ball diamond infields within the City of Manitowoc, which require annual and ongoing maintenance including planting flowers in the spring, controlling invasive species throughout the growing season, and removing annual flowers in the fall; and

**WHEREAS**, CRETTON offers flower bed maintenance and invasive species control services for hire.

**NOW THEREFORE**, the parties agree as follows:

1. Scope of Work. CRETTON agrees to provide flower bed maintenance and invasive species control services in accordance with the 2019-2021 Flower Maintenance and Weed Control Areas Quote, attached hereto and incorporated herein as Exhibit 1.
2. Labor and Materials. CRETTON shall furnish all labor, materials and equipment necessary to perform the obligations of this Agreement. CRETTON agents, employees, and officers shall be equipped with a pager and/or cellular telephone so they are accessible as necessary under this Agreement. No CRETTON agent, employee or officer shall spray herbicide pursuant to this Agreement unless said person holds a valid Commercial Pesticide Applicator License issued by the State of Wisconsin.
3. Service Charges. CRETTON shall charge flower bed maintenance services pursuant to this Agreement in accordance with the 2019-2021 Flower Maintenance and Weed Control Areas Quote, attached hereto and incorporated herein as Exhibit 1.
4. Payments. CITY shall pay CRETTON within thirty days of receiving the final services bill for the season. Any services provided outside the scope of the 2019-2021 Flower Maintenance and Weed Control Areas Quote shall be paid within thirty days of receiving the bill from CRETTON.

5. Assignment and Subcontracting. CRETTON shall not assign or subcontract any part of said work unless it has obtained the written approval of the CITY. The CITY shall have complete discretion in withholding or granting said approval.
6. Term and Termination. This Agreement shall extend from the 2019 growing season through the 2021 growing season. Either party may terminate this Agreement with thirty (30) days' written notice to the other party. CITY shall pay CRETTON for all services performed prior to the termination date. All projects in process at time of notice of termination shall be completed within thirty (30) days and no new project may be started once CRETTON receives notice of intent to terminate from the CITY.
7. Notice and Demands. A notice, demand, or other communication under this Agreement by any party to the other party shall be sufficiently given or delivered and deemed delivered as of the date such notice is delivered to the party intended, if it is dispatched by registered or certified mail, postage prepaid, it is delivered by electronic mail, or it is delivered personally and addressed to or personally delivered to:

CITY: City Clerk- Attn: DPI  
900 Quay St.  
Manitowoc, WI 54220  
[cscheinoha@manitowoc.org](mailto:cscheinoha@manitowoc.org)

CRETTON: Cretton Enterprises  
Attn: Mark Cretton  
12536 County Rd Q  
Two Rivers, WI 54241  
[crettonenterprises@yahoo.com](mailto:crettonenterprises@yahoo.com)

8. Integration. This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder, unless documented in writing and signed by the parties involved.
9. Amendments. This Agreement may only be amended or modified in writing and signed by the parties involved.
10. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.
11. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. All sections or proceedings relating directly or indirectly to this Agreement, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Agreement hereby subject themselves to the jurisdiction of the Manitowoc County Circuit Court.

12. **Heading.** The section titles have been inserted in this Agreement primarily for convenience and do not define, limit, or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
13. **Remedies Cumulative.** All rights and remedies hereunder are cumulative and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver, discharge, or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to, or subsequent thereto.
14. **Construction.** All parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, integration, validity or enforcement of this document or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.
15. **Relationship of Parties.** Nothing in this Agreement nor any act of the parties shall be deemed or construed to create any relationship of third party beneficiary, of principal or agent of limited or general partners, of joint venture, or of any association whatsoever between the parties hereto.
16. **Insurance.** CRETTON shall maintain at its own expense, insurance as specified below with a company or companies authorized to do business in the State of Wisconsin. Each policy and certificate shall require a 30-calendar day advance written notice of cancellation, non-renewal or material change in the policy. All coverage required shall apply as primary with the City, its employees and agents named as additional insured as their interests may appear. A certificate of insurance for all required insurance shall be filed with the City when CRETTON signs this Agreement.

**INSURANCE**

Worker's Compensation  
 Worker's Occupational Diseases  
 Employer's Liability  
 Comprehensive General Liability  
     Incl. Contractual Liability  
 BI & PD Combined  
 Personal Injury  
 Products & Completed Operations  
 Automotive Liability BI & PD  
 Excess Liability Umbrella

**LIMITS**

Statutory limit  
 Statutory limit  
 Statutory limit  
 \$1,000,000/ Occ.  
 \$2,000,00 Gen. Agg.  
 \$1,000,000/Occ.  
 \$1,000,000 Gen. Agg.  
 \$2,000,000 Gen. Agg.  
 \$1,000,000  
 \$5,000,000/ Occ.

17. **Indemnification.** CRETTON hereby agrees to hold the CITY, its employees, officials, officers and agents harmless and to indemnify and defend the CITY, its employees, officials and agents against all claims, demands, liabilities, losses, damages and expenses of any kind or nature, on account of any injury, damage to, or death of any person or on account of any damage to any property of any nature arising from, in connection with, caused by or resulting from work performed pursuant to this Contract. CRETTON shall be strictly liable to the CITY for any breach of this covenant by any of its agents, employees, officers and assigns. All indemnification and hold harmless obligations shall survive the expiration of this Agreement.
18. **Default.** A material breach or default shall include, but not be limited to, the failure of a party to comply with any or all terms, provisions, requirements or covenants under this Agreement. The breaching or defaulting party shall have ten (10) days in which to cure such material breach or default. Failure to cure may result in the non-breaching party or non-defaulting party to choose to terminate this Agreement immediately if they so desire. The parties may agree to a different time period to cure if curing cannot be completed within ten days. The materials breaching party or defaulting party shall be responsible to the other party for any costs and expenses incurred relating to or arising from a material breach or default under this Agreement.

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IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by duly authorized representatives as of the date and year first written above.

CITY OF MANITWOC

BY: Justin Nickels Justin Nickels, Mayor BY: Deborah Neuser Deborah Neuser, City Clerk

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MANITOWOC )

Personally came before me on this 15 day of May, 2019, the above signed Justin Nickels, Mayor, and Deborah Neuser, City Clerk, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.



M. Reed-Kadow  
Notary Public  
Manitowoc County, Wisconsin  
My commission (expires) (is): 8/15/21

CRETTON ENTERPRISES  
BY: Mark Cretton  
Mark Cretton, Owner

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MANITOWOC )

Personally came before me on this 15 day of May, 2019, the above signed Mark Cretton of Cretton Enterprises, and acknowledged that he executed the foregoing instrument as such Officers of Cretton Enterprises, by its authority.



Amanda Baryenbruch  
Notary Public  
Manitowoc County, Wisconsin  
My commission (expires) (is): September 12, 2021

City of Manitowoc - Parks Division

2019-2021 Flower Maintenance & Weed Control Areas Quote

Company Name: CRSTON ENTERPRISES

- For flower maintenance, please quote each location and year separately.
- **NEW:** For weed control areas, please quote spraying for each year separately. Provide a combined total for each year of flower maintenance and weed control.
- include a separate hourly rate for optional additional work to be done throughout the year.
- All annual flowers will be supplied by a florist/greenhouse and will be purchased by the City. They can be picked up at Evergreen Cemetery, 2221 Michigan Avenue the day/week of planting.
- Quotes must be received by 3:00 p.m. on Wednesday, December 26<sup>th</sup>, 2018.



Flower Maintenance

Harbor Town - Circular Beds:

- 6 circular beds, each containing about:
  - 72 big begonias
  - 3 purple fountain grass
- These beds will require initial planting around the last week of May, weeding once per month, and removal of annual plants in fall.

2019: \$ 839.16      2020: \$ 839.16      2021: \$ 855.94

Harbor Town - Arc beds:

- 7 arc beds
- Each year, the beds will require weed control once per month, and cutting of perennials in fall.

2019: \$ 119.88      2020: \$ 119.88      2021: \$ 122.28

CUT DOWN ONLY / WATERING PERSON TAKES CARE OF WEEDS

Harbor Town - Medians:

- 4 planted medians in the 4500 to 4600 block of Dewey St
- Spray for weeds once per month. Cut in fall.
- Refresh mulch every other year beginning in 2020.

2019: \$ 311.04      2020: \$ 311.04      2021: \$ 317.26

MULCH 240.00

Quay St. and S. Lakeview Dr. (Caferry) - Berms:

- 13 landscaped areas from 500 Quay St to 900 S. Lakeview Dr.
- Spray for weeds once per month. Cut in fall.

2019: \$ 646.38      2020: \$ 646.38      2021: \$ 659.31



**26<sup>th</sup> and Calumet Ave - Medians:**

- 2 planted medians at Calumet and S 26<sup>th</sup> St. intersection
- Spray for weeds once per month. ~~cut in fall~~
- Mulch is donated by others. Contractor must work with mulch supplier each year. *OK*  
*TWICE PER MONTH*

2019: \$ 619.80      2020: \$ 619.80      2021: \$ 639.120

**Washington Park - Round Beds:**

- 6 round beds
- Spray for weeds once per month. Cut in fall.
- Refresh mulch every other year beginning in 2020.

2019: \$ 156.60      2020: \$ 156.60      2021: \$ 159.73  
*180.00 MULCH*

**Silver Creek Park - Main Entrance Bed:**

- 1 oval bed
- Spray for weeds once per month. Cut in fall.
- Refresh mulch every other year beginning in 2020.

2019: \$ 97.20      2020: \$ 97.20      2021: \$ 99.14  
*MULCH \$5.00*

**Lincoln Park - Waldo/Lincoln Blvd entrance:**

- 1 oval bed on Lincoln Blvd at Waldo
  - In 2019, accepted bidder will recommend and provide perennials to be planted in one oval bed on Lincoln Blvd. at Waldo. These beds will require initial planting around the last week of May 2019.
  - Each year, the beds will require weed control once per month, and cutting of perennials in fall.
  - Place mulch in 2019. Refresh mulch every other year beginning in 2021.
- 1 rectangle "ZOO" bed on Lincoln Blvd at Oak St., containing about:
  - 760 white/vodka begonias
  - This bed will require initial planting around the last week of May, weed control once per month, and removal of annual plants in fall.

2019: \$ 459.80      2020: \$ 459.80      2021: \$ 469.00  
*+ MULCH 40.00*

**Lincoln Park - north side of the tennis courts:**

- In 2019, accepted bidder will recommend and provide perennials to be planted in one bed on the north side of the tennis courts at Lincoln Park. These beds will require initial planting around the last week of May 2019.
- Each year, the beds will require weed control once per month, and cutting of perennials in fall.
- Place mulch in 2019. Refresh mulch every other year beginning in 2021.

2019: \$ 1360.00      2020: \$ 260.00      2021: \$ 265.20  
*MULCH 180.00*

## Weed Control

In addition to the flower beds previously mentioned, these areas should be sprayed for weeds once per month or more as requested:

1. Silver Creek Park Fieldhouse landscaping
  2. Burger Boat and Shipbuilders Parks on N 8<sup>th</sup> Street - multiple landscaped and wood chipped areas
  3. Garden site at Reed Ave. and Memorial Dr.
  4. Lincoln Park Fieldhouse landscaping
  5. Landscaped area on the north end of Arlington Ave.
  6. Welcome to Manitowoc sign on Waldo Blvd. east of Rapids Rd.
  7. Manitowoc sign on Waldo Blvd. west of Rapids Rd.
  8. City sign and landscaped area at Custer St. and Clipper Dr.
  9. City sign and landscaped area on Dufek Dr. near Menards entrance
  10. City sign and flag landscaped area behind Baleigh Industries
  11. City sign and landscaped area at Calumet Ave. and I-Tech Dr.
  12. City sign and landscaped area at S. 63<sup>rd</sup> St. and Custer St.
  13. City sign and landscaped area at S. 59<sup>th</sup> St. and Custer St.
  14. Landscaping area on the southeast corner of S 9<sup>th</sup> St. and Franklin St. (cleanup for season before starting weed control)
- 

The following ball diamond infield areas should be sprayed at the appropriate time during early summer with a "one-time kill application" that will last all summer:

1. Lincoln Park on N. 8<sup>th</sup> St.
2. Westfield Park on Wollmer St.
3. Halvorsen Park on S 29<sup>th</sup> St.
4. Rheaume Park on Fleetwood Dr.
5. Red Arrow Park on S 9<sup>th</sup> St.
6. Municipal Field on S 23<sup>rd</sup> St.

**TOTAL FOR ALL WEED CONTROL:** BALL DIAMONDS

2019: \$ 840.00

2020: \$ 840.00

2021: \$ 856.80

Department of Public Infrastructure -- Operations Facility (2655 S 35<sup>th</sup> St.):

- Flowerbed by sign on southwest corner of property
- Weed control once per month. Cutting of perennials and removal of annuals in fall.

2019: \$ 240.00

2020: \$ 240.00

2021: \$ 244.80

00.00

**TOTAL FOR ALL FLOWER MAINTENANCE:**

2019: \$ 00.00

2020: \$ \_\_\_\_\_

2021: \$ \_\_\_\_\_

**Combined total for both flower maintenance & weed control:**

2019: \$ 9689.86      2020: \$ 9134.86      2021: \$ 9061.66

**Hourly rate (labor plus equipment) for optional additional landscaping work, such as adding additional mulch, etc.:**

2019: \$ 40.00      2020: \$ 40.00      2021: \$ 42.00

SPRAY 9.00 GALLON  
TOTALTOR 90.00 @ HR.

Signature: 

Date: 12/21/18

**Quotes should be dropped off, e-mailed, faxed, or mailed to:**

**City of Manitowoc Park Division**

**Attn: Chad Scheinoha**

**900 Quay St.**

**Manitowoc, WI 54220**

**Phone: 920-686-3580**

**Fax: 920-686-6525**

**E-mail: [parksadmin@manitowoc.org](mailto:parksadmin@manitowoc.org)**