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20-0490

CITY OF MANITOWOC
WISCONSIN, USA
www.manitowoc.org



May 13, 2020

CONSENT

TO: Mayor and Common Council
FROM: Board of Public Works
SUBJECT: AGMT-20-02 with Americas Landscape Lawn Service, LLC

Dear Mayor and Common Council:

At the April 22, 2020 Board of Public Works meeting, the Board met to approve entering into AGMT-20-02 with Americas Landscape Lawn Service, LLC for grass cutting and trimming services for properties in non-compliance with City weed ordinance for a three year term at a rate of time and material.

"Moved by Alderperson Jim Brey, seconded by Alderperson John Brunner, and unanimously carried accept the permanent easement. Ayes, 8. Nays, none."

Very Truly Yours,

DEBORAH NEUSER
Secretary Board of Public Works

**GRASS CUTTING & TRIMMING SERVICES FOR PROPERTIES IN
NON-COMPLIANCE WITH CITY WEED ORDINANCE**

THIS AGREEMENT is made effective this 28 day of April, 2020, 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 AMERICAS LANDSCAPE LAWN SERVICE, LLC, a Wisconsin Limited Liability Corporation with its principal offices located at 3615 Mirro Drive, Manitowoc, Wisconsin 54220 (CONTRACTOR).

WITNESSETH

WHEREAS, CITY maintains a Noxious Weed Ordinance, within the Municipal Code (Chapter 13 Article 13.050) within the CITY OF MANITOWOC, Manitowoc County, Wisconsin; and,

WHEREAS, the CITY maintains any grasses, lawns or weeds of any kind over eight inches (8") in height are declared to be noxious weeds; and,

WHEREAS, CITY desires to contract for services to cut and trim properties in non-compliance with City Weed Ordinance, for a three year period, beginning with the 2020 season; and,

WHEREAS, CONTRACTOR has the expertise and provides grass cutting, trimming and landscaping services; and,

WHEREAS, CITY desires CONTRACTOR to provide the labor, equipment and services for said locations as necessary.

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the parties' recitations hereinabove set forth, and for other good

and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

SCOPE OF WORK

CONTRACTOR agrees to perform grass cutting and trimming, and landscaping services for various locations of the CITY within ANY AREA DESIGNATED BY CITY such services to be performed according to the City's Specifications for this service, as well as the terms and conditions contained herein. CONTRACTOR shall follow all applicable Federal, State, and local laws, Ordinances and Regulations. CONTRACTOR shall obtain, at its sole expense, any and all permits and licenses as required by law and shall comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder.

It is expected that the CONTRACTOR will keep grass in all areas below 4 inches in height. If this level is not maintained, there will be a penalty assessed of 50 percent of the hourly rate.

ARTICLE II

RESPONSE TIME

CONTRACTOR shall upon notification from the City, cut the requested property within 72 hours.

ARTICLE III

LABOR AND MATERIALS

CONTRACTOR shall furnish all labor, materials and equipment necessary to perform the obligations contained herein, of this contract. CONTRACTOR's agents, employees, and officers shall be equipped with a pager and/or cellular telephones, so they are accessible as necessary under this Contract.

ARTICLE IV

INDEPENDANT CONTRACTOR

CONTRACTOR hereby acknowledges, represents and agrees that it is engaged in an independent business; that it will perform said work as an Independent Contractor; that it has and hereby retains the right to exercise control and supervision of the work and full control over the employment, direction, compensation, and discharge of all persons hired by CONTRACTOR to assist in the work under this Contract. CONTRACTOR will be solely responsible for the payment of its employees and for all federal, state, county, municipal taxes and contributions or any other payments due as a result of employment with CONTRACTOR.

Nothing in this Contract nor the 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.

ARTICLE V

SUBCONTRACTOR

CONTRACTOR shall not subcontract the work to be performed hereunder, or any part of said work unless it has first obtained the written approval of CITY. CITY shall have full and complete discretion in withholding or granting said approval.

ARTICLE VI

CONFIDENTIALITY

CONTRACTOR acknowledges that any such maps, digital files, drawings, sketches, or other technical information either oral, written or otherwise furnished, disclosed or obtained by CONTRACTOR in the performance of this Contract shall remain the property of CITY. All copies of such information shall be returned to CITY upon written request or at the completion

or termination of this Contract. Unless such materials were previously known to CONTRACTOR to be free of any obligation to keep them confidential, or have been subsequently made public by CITY, the material shall be kept confidential by CONTRACTOR, its agents, employees, officers and assigns. All information shall be used only in the performance of this Contract and may not be used for other purposes except upon such terms and conditions agreed to by CITY in writing. This obligation of confidentiality shall survive the termination of this Contract. CONTRACTOR shall be strictly liable to CITY for any breach of this covenant by any of its agents, employees, officers and assigns.

ARTICLE VII

TERMS OF CONTRACT

Section 1. Term. The term of this Contract shall be for a period of Thirty-Six (36) months commencing April 2020 Season through November 2022 Season, unless sooner terminated by either party upon thirty (30) calendar days prior written notice provided by the terminating party to the non-terminating party in accordance with the terms of this Contract under Article X, Section 2.

Section 2. Service Charges. CONTRACTOR shall be paid an hourly rate (time and materials) as follows:

2020.....	\$136.00
2021.....	\$142.80
2022.....	\$149.94

CONTRACTOR shall charge for cutting and trimming services rendered hereunder in accordance with the fee schedule attached to this Agreement as Exhibit A and incorporated as if fully set forth herein.

Section 3. Service Times. CONTRACTOR will begin service in April and end services in November. The work will be scheduled Monday through Friday from 8:00-12:00 and 12:30-

4:30. The hourly prices are based on a five day week/8 hours per day; with Saturday being used as a make-up day for inclement weather.

Section 4. Requirements. CONTRACTOR will need to attend a pre-season meeting with City staff at a date and time to be mutually agreed upon but no later than April 15th prior to the summer season, annually. CONTRACTOR will be responsible for taking and submitting pictures to the City of before AND after the cutting. Picture will include a view of the property address when possible and a minimum of three (3) pictures per property showing the grass was over 8". CONTRACTOR will meet on an agreed upon, varied schedule with City staff to exchange Work Orders and discuss items.

Section 5. Payments. CONTRACTOR shall submit Time and Equipment hours on a City work order for each individual property prior to payment of services made by CITY.

Section 6. Non-chargeable Items. The following category of requests that are performed by CONTRACTOR'S agents, servants, employees, officers and assigns under this Contract will not be chargeable to the CITY:

- Work done before contractors arrival
- Cancellations (Received before cutting is performed)
- Bad address
- Duplicate
- Not allowed on property
- Conversation only
- Travel time, other than disposal of grass clippings

ARTICLE VIII

INSURANCE

CONTRACTOR shall procure and maintain in force throughout the term of this Contract at CONTRACTOR's sole cost and expense the following insurance coverage:

<u>INSURANCE</u>	<u>LIMITS</u>
Worker's Compensation	Statutory Limit
Worker's Occupational Diseases	Statutory Limit
Employer's Liability	Statutory Limit
Comprehensive General Liability Including Contractual Liability	\$1,000,000 Each Occurrence
Occurrence Basis BI & PD BI & PD Combined	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate
Personal Injury	\$1,000,000 General Aggregate
Products & Completed Operations	\$2,000,000 General Aggregate
Automotive Liability BI & PD	\$1,000,000 Combined Single Limit
Excess Liability Umbrella Form	\$5,000,000 Each Occurrence

All insurance policies shall be written as primary policies not contributing with and not in excess of coverage that CITY may carry. The Insurance Certificate shall name the CITY as an additional insured, and prior to commencing services under this contract, CONTRACTOR shall provide the City Clerk the Certificate of Insurance and Endorsement indicating the CITY is listed as an additional insured. The CITY shall be given at least ten (10) consecutive calendar days' notice of cancellation or modification of the insurance limits. The Insurance shall be written by an insurance company licensed to do business in the State of Wisconsin. The Insurance Certificate shall be provided to the CITY and approved by the City Attorney prior to commencement of services, and shall remain in full force and effect throughout the term of this contract.

ARTICLE IX

INDEMNIFICATION

To the proportionate extent of its negligence, CITY shall indemnify and hold harmless CONTRACTOR from and against loss, liability, claims, actions and damages sustained by CONTRACTOR, its agents, employees, and officers by reason of injury or death to persons, or damage to tangible property to the extent caused directly by the willful misconduct or negligence acts or omissions arising out of or resulting from CITY furnishing incorrect, inaccurate or misleading records to CONTRACTOR. In no event shall CITY be liable for exemplary, lost profits and/or punitive damages.

To the proportionate extent of its negligence, CONTRACTOR shall defend, indemnify and hold harmless CITY, its officers, officials, agents and employees, from and against loss, liability, claims, demands, liens, fees, expenses, actions and damages sustained by CITY, its agents, employees, officers and assigns, by reason of injury or death to persons, or damage to tangible property to the extent caused directly or indirectly by the willful misconduct or negligence acts or omissions arising out of or resulting from CONTRACTOR, its agents, employees, officers and assigns in the performance of services under this Contract.

CONTRACTOR shall guarantee their service by accepting 100 percent liability for damages due to error. In cases where cause of the damage is due to errors or omissions in facility drawings, the CITY and CONTRACTOR shall discuss the surrounding facts to determine the fault. Final determination of fault will rest with the CITY.

In the case of concurring fault each party, including the utility, shall bear its share of the loss caused by that party, including attorney's fees and other related costs.

In the event any person or entity threatens a lawsuit, makes written or oral demand or claim, sues or initiates any legal proceeding against either party on account of any provision of

this indemnity agreement, that noticed party shall notify the other party to this Contract of such pending or threatened litigation and such notification shall be made as stated under Article XII, Section 2, of this Contract, no later than thirty (30) consecutive calendar days after learning of said pending litigation, lawsuit, claim or demand.

CONTRACTOR or its insurance carrier shall have the right to defend such proceeding by hiring legal representatives selected and chosen by CONTRACTOR or its insurance carrier and CONTRACTOR and its insurance carrier shall have the right to negotiate settlement of said claim or alleged claim. CITY shall have the right to hire its own counsel at its own expense and not participate in any settlement, at its sole discretion.

ARTICLE X

TERMINATION/DEFAULT

Section 1. Termination. This Agreement may be terminated by either party by giving thirty (30) consecutive calendar days written notice to the other party as stated under Article XII, Section 2 of this Contract. CITY shall pay CONTRACTOR 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) consecutive calendar days and no new projects may be started once CONTRACTOR receives notice of intent to terminate from CITY.

Section 2. 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 Contract. The breaching or defaulting party shall have ten (10) consecutive calendar days in which to cure such material breach or default. Failure to cure may result in the non-breaching or non-defaulting party to choose to terminate this Contract immediately if they so desire. The parties may agree to a different time period to cure if curing cannot be completed within ten (10)

consecutive calendar days. The material 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 Contract.

ARTICLE XI

OTHER PROVISIONS

Section 1. Amendments. This Contract is the entire agreement between the undersigned parties and shall only be modified, changed or amended in writing executed by the CITY and CONTRACTOR with the same formality as this Contract.

Section 2. Notice and Demands. Any notice, demand or communication under this Contract by any party to the other party shall be given or delivered by first class mail, registered or certified mail, postage paid, return receipt requested or delivered in person or sent by facsimile as follows to:

CITY: **CITY CLERK**
900 Quay Street
Manitowoc, WI 54220
Fax: 920-686-6959
City Engineer: 920-686-6910

CONTRACTOR: **AMERICA'S LANDSCAPE & LAWN SERVICE LLC**
c/o Robert Ruppelt
3615 Mirro Drive
Manitowoc, WI 54220
Telephone: 920-323-4929

The above addresses or designated party may be changed at any time by the parties by giving notice in writing in the manner provided above.

Section 3. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected

thereby, and such remainder would then continue to conform to the requirements of applicable laws.

Section 4. Assignment. This Contract shall not be assignable without the written consent of the CITY. CITY shall have full and complete discretion in withholding or granting any assignment. If the CITY consents to an assignment, CONTRACTOR shall be responsible for the assigns actions including any subcontractor, independent contractor, person or firm, which actually performs services under this Contract. The terms of this Contract shall be binding upon and inure to the benefit of the parties hereto, as well as their respective transferees, successors and assigns.

Section 5. Applicable Law. This shall be deemed to have been made in Manitowoc County, Wisconsin and shall be governed by, construed under and enforced in accordance with, the law of the State of Wisconsin, except as otherwise provided herein. All actions or proceedings relating directly or indirectly, to this Contract whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the Courts of Manitowoc County, Wisconsin.

CONTRACTOR shall comply with all laws, ordinances and regulations of the United States, the State of Wisconsin, and any unit of local government asserting jurisdiction thereto, applicable to the performance of services hereunder, including, but not limited to Worker's Compensation, Unemployment Compensation and Social Security.

Section 6. Equal Employment. CONTRACTOR acknowledges that it is an equal opportunity employer. No provisions or application of this Contract shall cause or result in discrimination against any employee or applicant for employment in his or her hiring, tenure, condition or employment because of race, color, religion, sex or national origin.

Section 7. Headings. The section titles inserted in this Contract are 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.

Section 8. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted the document or any portion thereof.

Section 9. Relationship of Parties. Nothing in this Contract 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.

City of Manitowoc Grass Cutting Services Request for Bids

Bid Form

Project: Contract Mowing Services
City of Manitowoc, WI

Deadline: March 13th, 2020
3:00 pm Local Time

The undersigned acknowledges receipt of the Contract Documents, Invitation to Bid, Instructions to Bidder, and Bid Forms as prepared by the City of Manitowoc.

The Bidder hereby declares that that only the person or persons interested in the Bid as principal or principals is, or are named herein, and that no other person herein mentioned has any interest in the Bid or in the contract to be entered into; that this Bid is made without connection to any other person, company or parties submitting a Bid for this project; and is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that they have examined the sites of the work and informed themselves fully in regard to all conditions pertaining to the places where the work is to be performed; and that they have examined the specifications for the work.

The Bidder proposes and agrees if any of these bids are accepted, to contract with the City of Manitowoc, to furnish all equipment, labor, and supervision necessary for the performance and completion of work for the total costs indicated.

Contractor will provide adequate equipment to cut and bag grass and weed whip.

Contract
Cutting & Trimming Private Properties in Noncompliance
with City Weed Ordinance

Contractor: America's Landscape & Lawn Service LLC.

Year	Hourly Rate (Time & Materials)
2020	136.00
2021	142.80
2022	149.94

Optional: Attach separate hourly rate sheet to include, but not be limited to the following:

- 1.) Labor rates *see op sheet.*
- 2.) Equipment rates

Note:

- 1.) While performing work a one (1) hour minimum will be paid. Only time at the site will be paid.
- 2.) Driving to and from the work site should be accounted for in hourly rates.

City of Manitowoc Grass Cutting Services Request for Bids

The undersigned hereby certifies that the Contractor is organized as indicated below and that all statements made herein are made on behalf of said Contractor.

Business Name: AMERICA'S LANDSCAPE & LAWN SERVICE LLC
Business Address: 3615 Mirror Drive
Manitowoc, WI 54220
Telephone Number: 920-482-2134
Fax Number: N/A
Email Address: americaslawn@yahoo.com

Complete Applicable Paragraph:

Corporation or LLC: Bidder is a corporation organized under the laws of the State of Wisconsin. Its corporate president is Robert Ruppelt and its corporate secretary is Kathy Ruppelt is authorized to submit bids and sign contracts for the bidder by action of the board of directors.

Partnership: Bidder is a partnership consisting of the following partners: _____
_____ is authorized to submit bids and sign contracts for the partnership.

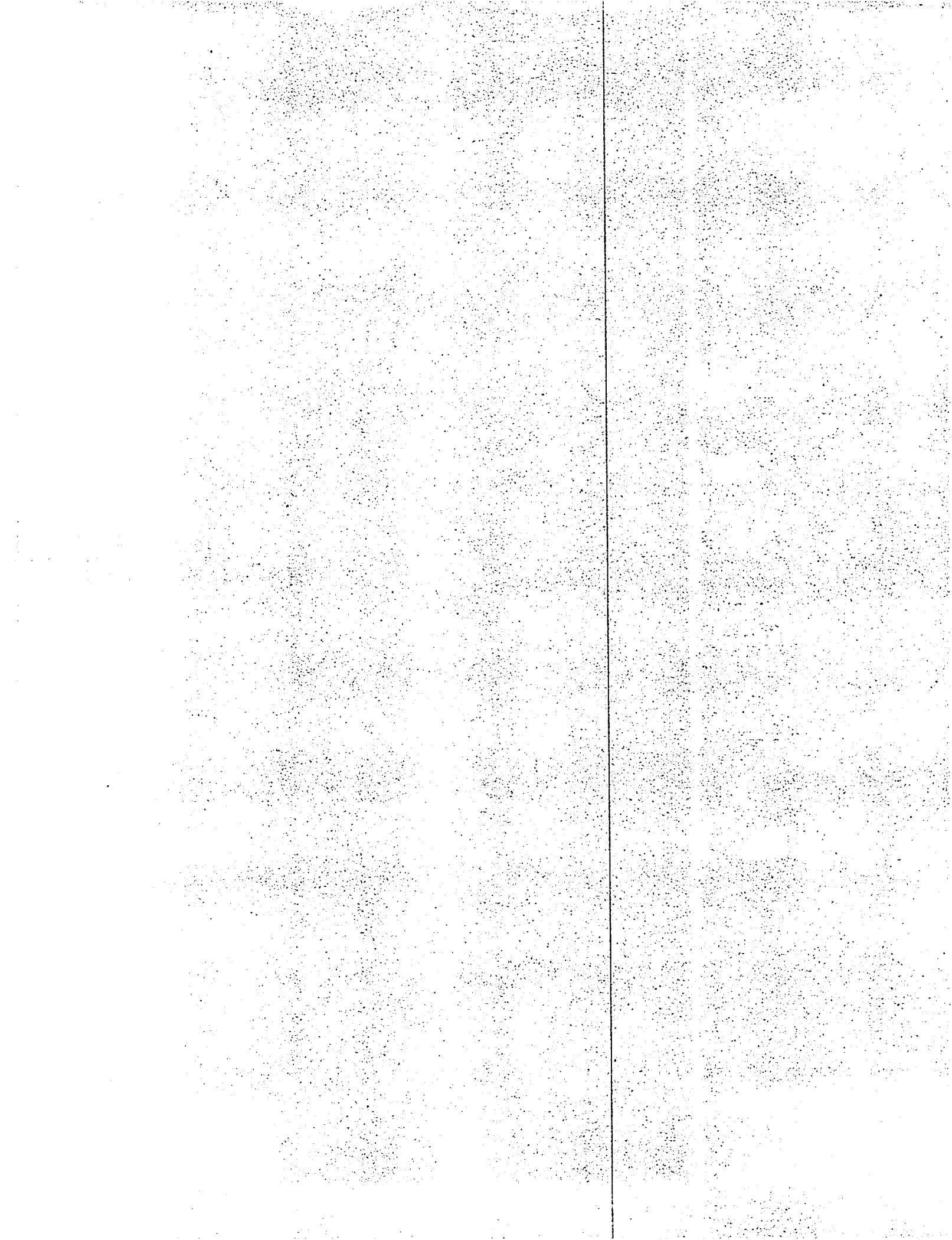
Sole Proprietorship: Contractor is an individual doing business as _____

Sworn Statement

I, being duly sworn, hereby certify that I have examined and carefully prepared this bid from the Bid Documents and have checked the same in detail before submitting this bid; that I have full authority to make such statements and submit this bid on behalf of the above bidder, and that said statements are true and correct.

Signature: Robert W Ruppelt

Name & Title: Robert W Ruppelt



AMERICA'S LANDSCAPE & LAWN SERVICE LLC.
Residential and Commercial Lawn Care and Snow Removal
 3615 Mirro Drive Manitowoc WI. 54220 (920-323-4929)
 .americaslawn@yahoo.com

Year Round Ground Maintenance & Snow Removal service .

Equipment, Labors

Hand Labor-----	36.00/hr.
1 Ton Dump Truck -----	65.00/hr.
1 Ton2019 Pick up Crew cab-----	55.00/hr.
1 Ton GMC 18 FT -----	65.00/hr.
Skidloader w/ Bucket-----	72.00/hr
John Deer 3720 Tractor w/ loader& -----	68.00/hr.
John Deer W/ loader or backhoe -----	72.00/hr.
John Deer 1025r w Rough cut Mover or Br-oom-----	68.00hr.
Z950 60' W blower system 10 bushel dump-----	68.00/hr.
Z9230 W54' deck-----	65.00/hr
Ferris IS2500Z w 61" deck diesel-----	65.00/hr.
Turf Tiger SCAG w/ 60 deck-----	62.00/hr
2 Walker mowers both have 48" decks w grass collection system And power dump on both.-----	65.00/hr
1 Ton and ¼ ton pickup trucks	
Trailers enclosed and open tandem trailer packages for moving equipment.	
Trimmers FS94R w/Pro tri string	
STIHL KM 90R op brush cutter or rubber paddle.	
STIHL Blowers .	

QUOTE:

Bid job for 1 truck 1 trailer 2 mower machines trimmers blowers extra equipment
 For cutting long grass ,raking or power collection system.
 1 dump truck to transport grass to Recycle center .

Discount rate for City : Truck w/ 2 Mowers 2Trimmers extra equip for cutting weeds
 Bins removal of grsss / weeds and 1 Dump truck 45 min round
 Trip to recycle center from site location .-----\$136.00 per hr.