

RESOLUTION 2022-16

(3-15-2022)

RESOLUTION BY THE PUBLIC WORKS & CAPITAL IMPROVEMENTS AND STORM & WASTEWATER COMMITTEE OF THE VILLAGE OF STURTEVANT AUTHORIZING A CONTRACT WITH LANDSCAPE CONCEPTS MGMT FOR LANDSCAPING SERVICES AT THE STURTEVANT DEPOT FOR THE YEARS 2022-2024

WHEREAS, the Village of Sturtevant's current contract for lawn care and landscaping services at the Sturtevant Depot expired at the end of 2021; and

WHEREAS, there is a need to enter into a contract for lawn care and landscaping services at the Sturtevant Depot; and

WHEREAS, the Village of Sturtevant has solicited proposals for Landscaping Services at the Sturtevant Depot for a contract beginning in 2022 and has received four proposals;

WHEREAS, the proposals have been evaluated by the Public Works & Capital Improvements and Storm & Wastewater Committee and the proposal of Landscape Concepts MGMT is deemed to be in the best interest of the Village and is being presented to the Board of Trustees;

WHEREAS, the Village Board has determined that it would be in the best interests of the Village to extend its current contract to Landscape Concepts MGMT of Bristol, Wisconsin.

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve that the execution of a one-year contract, with the option to extend through the year 2024, based on performance, with Landscape Concepts MGMT for services at the Sturtevant Depot is authorized and approved subject to final review and approval by the Village Administrator:

1. That the costs for said service shall be:
 Season 1 – **2022** Total-\$4,800 – 8 equal monthly payments of \$600.00
 Season 2 – **2023** Total-\$5,040 – 8 equal monthly payments of \$630.00
 Season 3 – **2024** Total-\$5,290 – 8 equal monthly payments of \$661.25
2. That the funds for said contract shall be taken from account # 210-52300-290.
3. That the Village President and the Village Clerk are authorized to execute any contracts or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 15th day of March 2022.

Village of Sturtevant

By 
Michael Rosenbaum, President

Attest 
Cheryl Zamecnik, Village Clerk

CONTRACT TO PROVIDE DEPOT GROUNDS MAINTENANCE SERVICES

THIS CONTRACT made this _____ day of _____, 2022, by and between Landscape Concepts MGMT (hereinafter referred to as "**VENDOR**") and the Village of Sturtevant, Wisconsin, a Wisconsin municipal corporation, (hereinafter referred to as "**STURTEVANT**").

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

1. That **VENDOR** shall provide grounds maintenance services for the Sturtevant Depot, 9900 E. Exploration Court, Sturtevant to **STURTEVANT** as described herein for a three (3) year term. A more complete description of the services to be provided is set forth in Exhibit A which is attached hereto and incorporated herein. All of the terms and conditions that are set forth in Exhibits "A" through "C" are incorporated into this contract by reference.

2. That **VENDOR** shall provide all necessary staff, materials and equipment to perform said services.

3. The services under this contract shall be provided as appropriate through out the growing season. The cost is per year and is for the growing season. Billing is based on the cost per year divided by the number of payments set forth in this contract. For the year 2022, the cost shall be \$4,800.00 which shall be payable in eight equal monthly payments of \$600.00. **VENDOR** shall invoice **STURTEVANT** on a monthly basis. Pursuant to the terms and conditions set forth in Exhibit "A" **STURTEVANT** can extend the contract, at its option, for two additional one year periods at the rate of \$5,040.00 per year for 2023 and at the rate of \$5,290.00 per year for 2024.

- For the second-year term from April 2023 to November 2023 the cost shall be \$5,040.00 per year which shall be payable in eight monthly payments of \$630.00 with invoicing beginning in May 2023. The final invoice shall be in December 2023 in the amount of \$630.00.
- For the third-year term from April 2024 to November 2024 the cost shall be \$5,290.00 per year which shall be payable in eight monthly payments of \$661.25 with invoicing beginning in May 2024. The final invoice shall be in December 2024 in the amount of \$661.25.

4. **VENDOR** agrees to indemnify, defend, and hold harmless the **STURTEVANT** and its officials, officers, and employees from and against any and all claims, damages, costs, and expenses (including reasonable attorney fees) arising out of or resulting from any alleged act or omission of **VENDOR** or its officials, officers, or employees relating to the services provided under this contract.

5. Except as otherwise provided in this contract, no change or modification of this contract shall be valid unless in writing and signed by both parties. This contract may not be assigned by either party without the written agreement of the other.

6. This contract supersedes all previous contracts, agreements and understandings, both oral and written, relating to the subject matter of this contract, and this contract constitutes the entire contract between the parties.

7. This contract shall be effective on the date of execution.

VENDOR

Village of **STURTEVANT**

By: _____

By: _____

Michael Rosenbaum, Village President

Attest: _____

Cheryl Zamecnik, Village Clerk

EXHIBIT A DESCRIPTION OF SERVICES

SCOPE

The contractual agreement shall be to provide Landscaping Services (lawn care and ground maintenance) at the Sturtevant Train Depot, 9900 E. Exploration Court, Sturtevant, WI 53177 for three years starting April 1, 2022 until December 31, 2024. All landscaping work shall consist of but is not limited to the train depot. Parking lots, east pedestrian ramp and platforms to include areas around both towers. All landscaping work shall consist of but not limited to Spring and Fall Clean Up, weekly grass cutting, hedge trimming, edging, mulching of beds, lawn fertilization, top soil replacement (as needed) and weekly bed weeding. The VENDOR will provide all equipment and materials to perform this work.

COMPLETION OF WORK

The VENDOR should be advised that time and quality is of the essence with respect to the work identified by the contract documents. The Village of Sturtevant reserves the right to (1) pursue any actual damages that may be incurred if there is a breach of contract, and (2) may cancel the contract upon written notice of VENDOR if work performed is not acceptable to the Village.

SUB-CONTRACTING

There shall be **NO SUB-CONTRACTING** of the work under the Contract, without the expressed written permission of the Village of Sturtevant.

HOLD HARMLESS

VENDOR agrees to hold the Village of Sturtevant harmless, to defend and protect the Village of Sturtevant to the fullest extent permitted by law for any claim, damages, lawsuits, causes of action arising out of the actions or omissions of the VENDOR or its agents or employees.

MUTUAL RESPONSIBILITY

VENDOR shall assume full responsibility for any and all damage done by VENDOR's employees to Village of Sturtevant Buildings, Equipment, and Property. VENDOR shall have a fully staffed office within 25 miles of the Sturtevant Train Depot and shall respond expeditiously to any complaints by the Village. Failure to do so will be considered breach of contract. VENDOR shall assign a supervisor to the project and not make a substitution without mutual consent. VENDOR is to supply all equipment, supplies, and materials needed to perform the service.

INCURRING COST

The Village of Sturtevant is not liable for any costs incurred in replying to this RFP.

INSURANCE

The VENDOR shall for the duration of project operations carry insurance, with carriers that are acceptable to STURTEVANT, as follows:

Worker's Compensation, Employer's Liability and Occupational Diseases Insurance covering all applicable laws and statutes.

Comprehensive General Bodily Injury Liability and Property Damage Liability Insurance including complete Operator's Coverage for all of the VENDOR's activities in connection with this project. This insurance shall afford limits of not less than \$250,000 for each person and \$500,000 each occurrence for bodily injury liability, and limits of not less than \$125,000 for each occurrence and \$250,000 aggregates for property damage.

Comprehensive Automobile Bodily Injury Liability and Property Damage Liability Insurance covering the VENDOR's legal liability for the ownership, operation, maintenance, or use of any automobile in connection with this project. This insurance shall afford limits of \$100,000 for injury or death to any one person and up to \$300,000 per aggregate.

EXHIBIT B

SCOPE OF WORK

The areas to be maintained and the expected services frequency for each area are listed below by section. All landscaping work shall consist of but is not limited to the items listed. The VENDOR is to supply all equipment, supplies, and materials needed to perform the required services.

The Depot is an active location with pedestrians coming and going throughout the normal workday. VENDOR will be required to maintain accessibility to the train platform and towers and to clean up prior to the end of each workday or before leaving the premises.

Report any maintenance items not covered by this contract (i.e. burned out light bulbs, non-function doors, broken items, etc.) to the Village of Sturtevant Department of Public Works at 262-886-7202 upon noticing such items.

LAWN MAINTENANCE (GRASS CUTTING)

Grass Cutting of all grass areas around the Depot Grounds on a weekly basis to include the east pedestrian ramp, east tower and platform facility. Grass Cutting season consists of approximately 28 cutting per season depending on weather conditions. For purposes of this specification, Grass Cutting Season is generally April 15 to November 15. Any and all debris, tree branches and trash are to be picked up and properly disposed of prior to grass cutting. All parking lot areas, sidewalk surfaces, and platforms are to be blown off and be free of grass clippings upon completion of each grass cutting.

EDGING AND TRIMMING

Edging – All grass areas abutting sidewalks will be edged as needed, but at least once per year where appropriate in order to maintain a clean line between the sidewalk edge and grass areas. Weed-eating- Weed-eating around the exterior building foundation edges, plantings, and/or mulch shrubbery beds, trees, parking lot curb lines, sidewalks (to include all associated sidewalk cracks or control joints), sign posts and any other areas that need trimming on a weekly basis.

WEEDING

Detailed weed control of flower and/or shrubbery mulch beds is to be completed on a weekly basis. All mulch beds are to be kept weed free at all times.

LAWN CARE/WEED CONTROL FERTILIZATION

Apply broad leaf weed control minimum twice per season in early May and September. Apply a slow release nutrient fertilizer minimum three times per season (spring, summer, fall). Contractor is to submit documentation as to the type and amount of fertilizer/weed control applied after each treatment. Place appropriate signage after each application, to notify the public of the application.

TREE AND SHRUB CARE

Provide pruning of trees and shrubbery around buildings, parking lots, and towers, in mid-April prior to the growing season and as often as necessary (minimum of four (4) times per growing season for shrubs) to maintain shape and appearance.

Apply a chemical edge similar to "Round Up" around perimeters/edges of all flower/shrubbery beds as necessary to kill encroaching grass.

Application of fertilizer like "Preen & Green" or equivalent product in all existing mulch areas.

MULCH

Contractor shall add mulch to existing areas around trees, flower beds, and shrubbery beds in late April to early May of each season and shall add mulch as necessary during the growing season to maintain appearance.

SPRING / FALL CLEAN UP

Clean up is to include but is not limited to the following:

Raking of and disposal of all leaves from under/or from behind all shrubbery.

Removal and disposal of fallen tree limbs.

Pickup and disposal of any debris and/or garbage from all lawn and parking lot areas.

Spring Cleanup will occur in April/May and Fall Cleanup will occur in October/November.

SPECIAL PROVISIONS

1. The VENDOR shall supply all lawn care equipment, tools and materials, as needed.
2. No on site storage area is available as the site.
3. The VENDOR must maintain a log of activities in accordance with these specifications and when completed on-site. This log shall be available to the Village at any time for review/inspection. This log shall include a detail record of weekly, monthly, and semi-annual landscaping duties/services.
4. The VENDOR may be provided with keys to the train depot, towers, and the storage room inside the depot. Lost keys will result in a \$50.00 fee to be paid to the Village of Sturtevant. At the Village of Sturtevant's sole discretion, the locks may need to be re-keyed. If this is necessary, the VENDOR will be responsible for all costs incurred.
5. In the event the VENDOR's contract is not renewed or extended, the VENDOR must return all keys to the Village within one week after the contract end date. Failure to do so will result in the previous mention fees and cost in paragraph 5 of the special provisions to be imposed and paid for by the VENDOR.
6. In performance of work, the VENDOR agrees to comply with all applicable laws, regulations, and ordinances of the United States and the State Statutory Requirements including, but not limited to, workers compensation and business automobile insurance.
7. In the event the VENDOR encounters uncooperative individual(s) or vandals in the course of their normal duties, the VENDOR is to contact the Village of Sturtevant Police Department non-emergency phone number at (262) 886-7208 immediately for assistance.
8. **RAILROAD RIGHT OF WAY AT NO TIME IS ANYONE ALLOWED ON/IN THE RAILROAD TRACK AREA ADJACENT TO THE PLATFORMS OR ALONG THE FENCE LOCATED BETWEEN THE TRACKS!** However, train tracks shall be kept clear of any branches, lawn waste, or other debris at all times. Garbage and other debris shall be removed from the right of way (grassy areas on either side of the tracks/platform themselves) as needed. Individuals performing this task shall comply with the "Canadian Pacific Railway Minimum Safety Requirements for VENDORS Working on Railway Property". A copy of these requirements will be maintained at the depot at all times. VENDOR is responsible for knowledge of and compliance with these requirements.