

2025-2027 VILLAGE OF MOUNT PLEASANT

Campus Park Landscape Maintenance Plan

The Village of Mount Pleasant (Village) is requesting proposals for Campus Park Landscape Maintenance. The awarded Contractor (Contractor) will perform the following services. must be submitted no later than Friday, March 21, 2025 at 4:00 PM.:

Overview:

The Contractor shall provide general plant maintenance services for the Village's Campus Park. The Contractor is expected to provide all supervision, labor, equipment, materials, supplies, certificate of insurance, and other components necessary to satisfactorily perform the maintenance services.

LANDSCAPE MAINTENANCE PERFORMANCE SERVICE STANDARDS

The following performance service standards will be utilized by the appropriate Village Contract Representative to evaluate the turf grass, tree/shrub pruning, ornamental and native landscape maintenance services provided by the Contractor.

1. Village's Contract Representative:
George Baumgardt, Parks & Recreation Manager
Telephone: 262.664.7840
gbaumgardt@mtpleasantwi.gov
2. Contractor:
The Contractor shall furnish all labor, equipment, supplies, and other resources to perform the maintenance of all areas specified in this contract within five (5) working days from the day work begins. The Contractor shall be available for weekly scheduled meetings with the appropriate Village Contract Representative.
3. Contract Period:
The three-year contract for the landscape maintenance plan shall be based on single seasons unit pricing (2025, 2026, 2027). A "season" is defined as a seven (1) month period beginning on or about April 1st, and ending on or about October 31st of the same calendar year, with the actual dates being weather dependent. The Bidder's proposal shall be prepared with the expectation of 28 weeks, but dormant growing periods during early, late or drought periods may dictate schedule.
4. Work Days and Work Hours:
All maintenance is scheduled to be completed in five (5) working days, between Monday to Friday, inclusive, not including observed holidays; and with permission from the appropriate Village Contract Representative, mowing and trimming may be permitted on Saturdays and/or Sundays. All maintenance should be completed on weekdays between the hours starting no earlier than 7:00 a.m. and ending no later than 6:00 p.m. local time: 8:00 a.m. to 4:00 p.m. on weekends.

- a. The Contractor will commence work on the days specified by the appropriate Village's Contact Representative. The Contractor shall coordinate with the Village's Contract Representative for acceptable times to avoid conflict with park use by participants.
- b. No maintenance will be done between the hours of 6:00 p.m. and 7:00 a.m. local time.
- c. Work will be permitted on Saturdays and/or Sundays, with written authorization from the appropriate Village's Contact Representative.
- d. If the Contractor cannot perform the duties under this contract due to illness, vacation or other reasons (except adverse weather), it is the Contractor's responsibility to notify the appropriate Village Contact Representative immediately and in writing or by electronic means (fax or email).
- e. The Village reserves the right to require or allow the Contractor to secure a subcontractor(s) to perform the Contractor's work, as long as the subcontractor is acceptable to the appropriate Village Contract Representative.
- f. This contract provides for "Liquidated Damages" due to the Village if the Contractor is not able to complete the maintenance plan within the five (5) working days of the week when it is the fault, failure or negligence of the Contractor.

5. Contractor Personnel – Clothing:

All Contractor personnel shall wear appropriate clothing and proper footwear while performing services.

6. Contractor Personnel – Behavior:

All Contractor personnel shall be courteous to the general public, acting at all times in a respectable manner, while performing services in or around public parklands, public buildings, etc. Under no circumstances will Contractor personnel yell, shout, or call out to patrons, or engage in suggestive comments, gestures or lascivious behavior while performing services.

7. Litter Collection:

Litter shall be collected prior to each mowing. "Litter" shall mean twigs, paper, cans, bottles, and/or other discarded debris or materials.

- a. The litter collected shall not be deposited in trash receptacles located at the location.
- b. Contractor personnel shall coordinate the transport and deposit the litter collected with parks and recreation manager.
- c. Contractor shall not include in the disposal any oil, waste materials or other debris resulting from the operation of its equipment.

8. Contractor Performance:

During the progress of the contract, if it becomes apparent that the Contractor is unable to perform the work in accordance with the contract specifications, he/she will acquire additional supplies, equipment, and/or personnel as may be required by the appropriate Village Contract Representative to ensure that the work is accomplished in accordance with the contract specifications.

- a. If any service under this contract is not in conformity with the requirements of the contract, the Contractor is required to perform the services again; such services shall be performed within twenty-four (24) hours, at no additional cost to the Village.
- b. In the event the Contractor fails to perform the services again, and to take necessary steps to insure future performance in accordance with the contract requirements, the Village shall have the right to have the services performed in the conformity with the contract requirements and deduct all costs, direct and indirect, incurred by the Village in procuring such services from the contractor's payment.
- c. The Village reserves the right to terminate the contract with cause.

9. Adverse Weather:

The appropriate Village Contract Representative may allow extra days for the completion of work if the Contractor is unable to complete a round due to adverse weather conditions, if the Contractor requests such an extension by telephone or in writing (fax or e-mail) and, which is mutually agreed upon by the appropriate Village representative.

10. Safety Specifications:

- a. Contractor personnel shall operate all equipment on Village streets and public grounds in a manner consistent with law and safety standards. Any violation of safety standards may be deemed cause for termination of the contract.
- b. Contractor shall provide all equipment training for its personnel; and ensure that its personnel are wearing personnel safety devices when performing the services.
- c. The Village is not responsible for the Contractors Safety Procedures and Safety Determination.

11. Damage to Trees, Shrubs, Floral or Cultivated Vegetation:

Damage shall be defined as a result of contact with the Contractor's equipment or other aspects of the Contractor's operations. The Contractor shall notify the appropriate Village Contract Representative of any damage that results from his/her operations on the day he/she first notices such damage.

- a. All tree and shrub damage will be computed using replacement cost values up to and including the full replacement cost of the tree or shrub when bark damage exceeds 50% of the circumference of the tree.
- b. All floral or cultivated vegetation damage will be computed using replacement cost values.
- c. All sod damaged due to rutting by the Contractor's equipment will be computed using replacement cost values.
- d. The Village may deduct the total cost of damages from any amount owed the Contractor from the sum to be paid for that round of maintenance.

12. Damage to Village/Other Property:

The Contractor shall be responsible for damage to any Village, School, or private property, facilities, or structures damaged as a result of his/her operations. The Contractor shall notify

the appropriate Village Contract Representative of any damage that results from his/her operations on the day he/she first notices such damage.

- a. The Village's representative will determine the nature and extent of Contractor's damage, and will decide the time frame, method of repair or replacement, or monetary restitution.
- b. The Village may deduct the total cost of damages based on replacement cost value from any amount owed the Contractor from the sum to be paid for that round of landscape maintenance.
- c. The contract may be allowed to replace, repair, or provide alternative compensation as may be approved by the Village's representative depending on damage occurred.

13. Vandalism:

In the event the Contractor discovers vandalism to a location, the Contractor will immediately notify the appropriate Village Contract Representative and/or the Police and remain on site until someone arrives to investigate. If the Contractor personnel does not have access to a communications device to notify the Village and/or the Police, the Contractor's personnel will notify the Village as soon as possible after completing the contract work.

14. Rejection/Acceptance of Proposals:

The Village reserves the right to reject any or all proposals. All respondents will be notified following the award of the contract. The Village reserves the right to accept a proposal which is not the lowest cost, to waive informalities, irregularities or other deficiencies, and to accept a proposal which does not conform strictly to the requirements of this proposal. The Village will not be obligated in any manner to any proponent whatsoever until a written contract has been duly executed relating to an approved proposal.

SCOPE OF WORK

Section 1- Plant Maintenance

Plant Maintenance Instructions

1. Trees – (Approximately 60)
 - a. Prune all trees as necessary to remove die back, competing leaders, broken or non-uniform growth back to nearest bud that will direct new growth in proper direction.
 - b. Remove all weeds on a regular basis, every 2 weeks.
 - c. Wrap the trunks in September to protect against deer and other pests (such as rodents).
 - d. Stake as necessary to ensure straight trunks
 - e. Lightly re-mulch tree rings on an annual basis with a natural shredded hardwood bark, undyed mulch free of "wood chips".
 - f. Water in periods of drought
 - i. Check for soil moisture by looking under the mulch
 1. Water bags do an excellent job of efficiently watering trees without excess water. Water bags are provided by the Village.

- g. Fertilize as needed. Use a basic 10-10-10 fertilizer or at a rate of about 1/4 -1/2lb under the canopy of the tree or immediately after snow melt in spring
- 2. Shrubs (Approximately 240)
 - a. Prune for desired shape and structure annually in Fall after any flowering or new growth hardens off. Do not shear!
 - b. Remove any dead or broken limbs
 - c. Fertilize as needed. Use a basic readily available slow release 10-10-10 fertilizer at a rate of about 1/4 -1/2lb per 1,000 sq ft. via broadcast. Shrub specific products are acceptable also at manufacturers rate.
 - d. Remove weeds by hand and or treat beds with "snapshot" selective herbicide at manufacturers rate (we strongly recommend use of this product)
 - e. Water in periods of drought to maintain moisture, confirm moisture by looking under mulch. If soil balls when compressed in your hand it is moist. If it is difficult to make into ball, or dry and breaking apart, water.
- 3. Perennials (Approximately 5,200)
 - a. Cut back in fall to the ground or very early spring.
 - b. Remove weeds by hand and or treat beds with "snapshot" selective herbicide at manufacturers rate (or comparable product)
 - c. Water in periods of drought to maintain moisture, confirm moisture by looking under mulch. If soil balls when compressed in your hand it is moist. If it is difficult to make into ball, or dry and breaking apart, water.
 - d. Fertilizer is not necessary but if used a basic readily available slow release 10-10-10 fertilizer at a rate of about 1/4 -1/2lb per 1,000 sq ft. via broadcast. Shrub specific products are acceptable also at manufacturers rate.
- 4. Planting Beds
 - a. Re-mulch planting bed with a natural shredded hardwood bark, undyed mulch free of "wood chips". Planting bed areas across the park span 14,690 square feet.
- 5. Fertilizer Recommendations
 - a. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, and potassium in the following composition:
 - i. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 0 percent phosphorous (unless required by soil test analysis recommendations), and 2 percent potassium, by weight.
 - b. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, and potassium in the following composition:
 - i. Composition: 20 percent nitrogen, 0 percent phosphorous (unless required by soil test analysis recommendations), and 10 percent potassium, by weight.
- 6. All pesticide and fertilizer applications must comply with Village Turf Management Policy.

Section 2- Native Plant Maintenance

1. Native seed area is approximately 6.2 acres. Area marked on construction plans and staked.
2. Mow the entire planting when weeds reach the height of 12 inches. As a general rule of thumb, anything that grows taller than 12 inches in the first year is most likely a weed. Taller weeds shade out prairie seedlings. Mowing the vegetation at six inches will cut back taller weeds, while leaving the shorter prairie seedlings unharmed.
3. To mow, use a string trimmer or weed eater on small areas. On larger areas, a flail mower is the best choice.
 - a. Flail mowers chop the weeds as they are cut, instead of laying the cut weeds on top of the prairie seedlings. If a flail mower is unavailable, a rotary mower or sickle bar mower may be used.
4. Be sure to mow weeds before weeds set seed, to prevent further infestation.
5. Do not pull weeds, as this will disturb or destroy the developing prairie seedlings. At the end of the first growing season, leave the dead vegetation and or stubble standing, this helps to catch winter snows which helps insulate the soil seedlings and reduce winter frost heaving.
6. All pesticide and fertilizer applications must comply with Village Turf Management Policy.
7. Mowing may not be required during prescribed burn years (TBD). Prescribed burns are not part of the scope of this maintenance agreement.

Section 3 - Written Summary/Report

Contractor shall provide written summary/report midway through agreement and at the end of agreement that documents the maintenance activities performed.

Section 4 - Supplemental Maintenance - Turf Grass

1. Turf grass covers approximately 15 acres.
2. Turf mowing is done by the contractor of the General Turf Mowing and Trimming Services Maintenance agreement and is not a part of this contract.
3. Turf Grass Fertilizers Recommendations:
 - a. Fertilizer applications should minimize fertilizer runoff into the stormwater system and ultimately, site ponds.
 - b. Starter Fertilizer with Mycorrhiza: Starter Fertilizer: Coarse grade "endoROOTS" granular, 3-0-4 fertilizer as manufactured by Roots Inc. 800.342.6173 or approved equal.
 - c. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, 0 percent phosphorous (unless required by soil test analysis recommendations) and potassium in the following composition:
 - i. Composition: Country Club 17-0-17 granular fertilizer as manufactured by Lebanon Turf Products or approved equal
 - d. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, and potassium in the following composition:
 - i. Composition: 20 percent nitrogen, 0 percent phosphorous (unless required by soil test analysis recommendations), and 10 percent potassium, by weight.
4. All pesticide and fertilizer applications must comply with Village Turf Management Policy.

GENERAL SERVICE PROCEDURES

The following general service requirements will remain in effect during the contract:

1. Billing Procedures:

The Contractor shall specify on the invoice or bill the specific date(s) or week of dates the work was performed, the properties mowed and trimmed, and a description of the work completed.

- a. Invoices or bills for payment shall be submitted on a monthly basis by the twenty-fifth (25th) day of the month, after verification that the work was completed to the satisfaction of the appropriate Village Contract Representative.
- b. The appropriate Village Contract Representative will review the billing and be responsible for forwarding it to the Village Finance Department for payment.
- c. Restoration payment will be deducted from the total due to the Contractor for damage to trees, shrubs, floral or cultivated vegetation, or damage to Village/Other property.
- d. Liquidated damages as may be deducted as appropriate.
- e. The Village is tax exempt, and the Contractor shall not charge the Village sales tax.
- f. No invoice shall be submitted for less than a full location mowed or trimmed.

2. Insurance:

Proof of insurance in the form of "Certificates of Insurance" shall be provided by the Contractor prior to the issuance of the contract and shall be maintained throughout the contract. The certificate shall be modified to provide that it cannot be altered, cancelled or non-renewed without thirty (30) days advance notice to the Village. Other requirements are as follows:

- a. Statutory Workers' Compensation limits as required by the State of Wisconsin
- b. Name of the Village of Mount Pleasant as an "Additional Insured" on the Contractor's Commercial General Liability, Automotive Liability, and Comprehensive Bodily Injury & Property Damage Combined policies.
- c. Should the Contractor utilize a subcontractor for this contract, the Contractor shall include the subcontractors as the insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor.
- d. A copy of the Contractor's Certificate of Insurance shall be provided and approved by the Village prior to execution of the contract.

Worker's Compensation Insurance – Statutory coverage as required by Chapter 102 of the Statutes of the State of Wisconsin, as revised, and all acts amendatory thereof and supplementary thereto, and for all employees of the Contractor. All Subcontractors and material men shall furnish to the Contractor and the Owner evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the Contractor.

Commercial General Liability – Coverage to include premises and operations, products and completed operations, and the explosion (x), collapse (c), and underground property damage (u) hazard exposures, all subject to the following limits:

Each Occurrence – Bodily Injury and Property Damage	\$2,000,000
Personal Injury	\$2,000,000
Completed Operations	\$2,000,000
General Aggregate	\$2,000,000

The Contractor shall have the Owner named as an additional insured to the Commercial General Liability policy. The coverage for the additional insured is to apply on a primary basis in relation to the additional insured's own policy, which is to the non-contributing.

The policy shall be endorsed to have the General Aggregate apply to this project only.

Automobile Liability – Coverage to include operations of owned, hired and non-owned motor vehicles, all subject to a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage.

Umbrella Liability – Umbrella Liability or Excess Liability coverage to supplement coverage as required above with a limit of not less than \$1,000,000.

3. Contractor's Personnel:

Employees hired to perform any or all portions of this contract shall be paid by the Contractor in accordance with the laws of the State of Wisconsin and shall provide Workmen's Compensation and other statutory benefits to comply with the laws of the State of Wisconsin and/or federal laws.

4. Indemnification and Hold Harmless:

In the performance of this Contract, the Contractor shall be deemed to be an independent contractor, and shall agree to indemnify, defend and hold harmless the Village, its employees or representatives, from all injury or damages to persons or property or claims thereof rising out of this contract and further for all expenses for litigation arising from any such claim. If any litigation on account of such claims shall be commenced against the Village, its employees or representatives, the Contractor, upon notice thereof from the Village shall defend the same at its own cost and expense; and the record of any judgment rendered against the Village on account of such claims for damages shall be conclusive as against the Contractor, and entitle the Village to recover the full amount thereof, with interest and costs and attorney fees incurred by the Village and right of action therefore shall accrue to the Village as soon as judgment shall have been rendered, whether the Contractor shall have paid the amount or not.

5. Liquidated Damages:

In the case of fault, failure or negligence of the Contractor to complete the work outlined in this agreement, the Contractor shall pay the Village liquidated damages as stated below for each day

or partial day delay. Such damage payments, for the mowing and trimming that was delayed, will be deducted from any amount owed to the Contractor by the Village.

- a. If the Contractor fails to perform the services within the time specified in the contract, or any extension, the Contractor shall, in place of actual damages pay to the Village fixed liquidated damages in the sum of two-hundred dollars (\$200.00) for each calendar day or partial day of delay.
- b. Alternatively, if performance is so delayed, the Village may terminate this contract in whole or in part without notice or penalty, and in that event, the Contractor shall be liable for fixed liquidated damages accruing until the time the Village may reasonable obtain delivery or performance of similar services. The liquidated damages shall be in addition to any excess actual costs incurred by the Village in the procurement of similar services.
- c. The Contractor shall not be charged with liquidated damages when the delay in performance arises out of causes beyond the control and without the fault or negligence of the Contractor as determined by the appropriate Village Contract Representative.

BID FORM

PROJECT IDENTIFICATION:

**Campus Park Landscape Maintenance Plan
VILLAGE OF MOUNT PLEASANT
RACINE COUNTY, WISCONSIN**

ARTICLE 1. BID RECIPIENT

1.01 This BID is submitted to:

George Baumgardt, Parks & Recreation Manager
Village of Mount Pleasant
8811 Campus Drive
Mount Pleasant, WI 53406

(Hereinafter called Owner)

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the Form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and with the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2. BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 40 days after submission, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3. BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.

Addendum Date

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on: (1) The cost, progress, and performance of the Work; (2) The means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of those Bid for performance of the Work at the prices(s) bid and within the times required, and in accordance with the other terms and conditions of the bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Village written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Village is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- I. Bidder acknowledges that the Owner does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such examinations, investigation, explorations, test, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the time, place, price, and other items and conditions of the Contract Documents.

ARTICLE 4. BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive owner of the benefits of free and open competition;
 - 3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5. BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE SCHEDULE – (See Dates of Services)

Section 1 – Plant Maintenance (April 1 - October 31)

<u>Item</u>	<u>Unit Price Per Year</u>		
	<u>2025</u>	<u>2026</u>	<u>2027</u>
1. Trees Maintenance	\$ _____	\$ _____	\$ _____
2. Shrubs Maintenance	\$ _____	\$ _____	\$ _____
3. Perennials Maintenance	\$ _____	\$ _____	\$ _____
Subtotal Section 1 Items 1 thru 3, inclusive	\$ _____	\$ _____	\$ _____

Section 2 – Native Plant Maintenance (April 1 - October 31)

<u>Item</u>	<u>Unit Price Per Year</u>		
	<u>2025</u>	<u>2026</u>	<u>2027</u>
1. Native Plant Maintenance	\$ _____	\$ _____	\$ _____
Subtotal Section 2	\$ _____	\$ _____	\$ _____

Unit Price Total

<u>Item</u>	<u>Unit Price Per Year</u>		
	<u>2025</u>	<u>2026</u>	<u>2027</u>
1. Section 1	\$ _____	\$ _____	\$ _____
2. Section 2	\$ _____	\$ _____	\$ _____
Subtotal – Sections 1 and 2	\$ _____	\$ _____	\$ _____

Supplemental Unit Prices - Section 4 – Turf Grass Maintenance (April 1 - October 31)

<u>Item</u>	<u>Unit Price Per Square Feet</u>		
	<u>2025</u>	<u>2026</u>	<u>2027</u>
1. Aeration and overseeding	\$ _____	\$ _____	\$ _____
2. Hydroseeding	\$ _____	\$ _____	\$ _____
3. Slice Seeding	\$ _____	\$ _____	\$ _____
4. Broadleaf weed control application	\$ _____	\$ _____	\$ _____

ARTICLE 6. TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7. ATTACHMENTS TO THIS BID

7.01 The following documents are submitted and made a condition of this Bid:

- A. List of Proposed Subcontractors/Suppliers;
- B. If applicable, Contractor's License No.: _____
- C. List of Project References, if requested;
- D. Disclosure of Ownership form (attached).

ARTICLE 8. DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9. BID SUBMITTAL

9.01 The Bid is submitted by:

If Bidder is:

An Individual:

Name (typed or printed): _____

By (Individual's Signature): _____

Doing Business as: _____

A Partnership:

Partnership Name: _____

By: _____

(Signature of general partner—attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation:

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type: _____

(General Business, Professional, Service, Limited Liability)

By: _____

(Signature—attach evidence of authority to sign)

Name: (typed or printed): _____

Title (CORPORATE SEAL): _____

Attest: _____

Date of Qualification to do business in _____ is ____/____/____.

(State where Project is located)

A Joint Venture:

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner—attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner—attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

All Bidders:

Bidder's Business Address: _____

Contract Name: _____

Phone No.; _____; Fax No.; _____

E-mail: _____

SUBMITTED ON: _____, 20____.

State Contractor License No. _____ . (If applicable)

Bidders shall not add any conditions or qualifying statements to this Bid as otherwise the Bid may be declared irregular as being not responsive to the advertisement. BIDDERS SHALL USE THIS FORM IN SUBMITTING THEIR BIDS.



The Village of Mount Pleasant

SAMPLE CONTRACT

THIS AGREEMENT entered into this ____ day of _____, _20XX (the "Contract") by and between the VILLAGE OF MOUNT PLEASANT, hereinafter called the OWNER, and _____, hereinafter called CONTRACTOR.

WITNESSETH that the parties hereto do mutually agree as follows:

1. The Contractor shall perform everything required to be performed and shall furnish and pay for all labor, materials, necessary tools, expendable equipment, taxes, utility and transportation services, and other facilities of any nature whatsoever required to construct and complete all of the work shown in the Plans and Construction Specifications dated _____ and described in the Contract Documents for Campus Park Post Construction Landscape Maintenance Plan, as prepared by VILLAGE OF MOUNT PLEASANT, (collectively the "Contract Documents"), in a workmanlike manner and in strict conformity with the Contract Documents herein mentioned and made a part of this Contract. All time limits and performance dates set forth in the Contract Documents are of the essence of this Agreement.

2. Subcontractor, supplier or service provider means the following:

(a) Any person who has a direct contractual relationship, expressed or implied, with the prime contractor with any subcontractor of the prime contractor to perform, furnish or procure labor, services, materials, plans or specifications, except as provided in par. (b).

(b) With respect to contracts entered into under s.84.06(2) for highway improvements, any person who has a direct contractual relationship, expressed or implied, with the prime contractor to perform, furnish or procure labor, services, materials plan or specifications.

3. The Owner shall pay to the Contractor for the performance of this Contract, subject to the additions and deductions provided for herein, the Contract amount as given in the Proposal. The total amount before any additions or deductions possible for the awarded - Campus Park Post Construction Plant Maintenance Plan Section 1 and Section 2:

4. The Contractor shall submit, for the approval of the OWNER, itemized monthly statements in full for all work performed during the preceding month. The OWNER shall certify the amount and value of the work so certified. Final payment of all amounts due, including all amounts withheld from previous payments, shall be made after acceptance of the completed work by the Owner.

5. Contractor hereby covenants and agrees to pay all claims for labor, services, materials, plans or specifications performed, furnished, procured, used or consumed that pertain to the public

improvement or public work and Contractor shall indemnify and hold the Owner harmless from and against any liabilities or claims whatsoever related to the same, including the Owner's reasonable attorney's fees and costs.

6. The Contractor and Owner agree that the Owner has the right to make payments for the performance of labor or furnishing of materials by subcontractors or suppliers directly to such subcontractors or suppliers, or to pay the Contractor with checks that are made payable to the Contractor and to one or more subcontractors or suppliers.

7. The Contractor agrees, to the extent practicable, to maintain a list of all subcontractors, suppliers and service providers performing, furnishing or procuring labor, services, materials, plans, and specifications under the Contract.

8. This Contract consists of the following parts, all of which are as fully a part of this Contract as if set forth verbatim herein or, is not attached, as is attached:

- A. REQUEST FOR PROPOSALS
- B. GENERAL SERVICE PROCEDURES
- C. BIDDER'S PROPOSAL
- D. CONTRACT
- E. INSURANCE
- F. PLANS

9. WARRANTIES AND REPRESENTATIONS

9.1 The Contractor is a duly organized and company in the State of Wisconsin.

9.2 The execution, delivery, and performance of this Contract and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Contractor, and no other of further acts or proceedings of the Contractor or its members/shareholders are necessary to authorize and approve the execution, delivery, and performance of this Contract, and the matters contemplated hereby. This Contract, the exhibits, documents, and instruments associated herewith and made a part hereof, have been duly executed and delivered by the Contractor and constitute the legal, valid, and binding Contract and obligation of the Developer, enforceable against the Contractor in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

9.3 There are no lawsuits filed or, to the knowledge of the Contractor, pending or threatened against the Contractor that may in any way jeopardize or threaten the ability of the Contractor to perform its obligations under this Contract.

9.4 The Contractor has sufficient funds through equity and debt financing sources to undertake, construct, and complete the work and fulfill its obligations contemplated by this Contract.

10. In addition to, and not to the exclusion or prejudice of, any provisions of this Contract, or any documents incorporated herein by reference, the Contractor shall indemnify and save harmless the Owner, its officials, agents, representative, and employees and shall defend the same, from and against any and all liabilities, claims, losses, damages, interest, actions, suits, judgments, costs, expenses, and the like, including, without limitation, reasonable attorneys' fees and costs, whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner result from, relate to, or arise in the course of, any act or failure to act by the Contractor in connection with this Contract or the construction of the work. This indemnity does not apply to any claims arising out of the Owner's negligence, willful misconduct, or breach of this Contract.

11. In the event of a dispute, default, or breach of the Contract, the parties shall be entitled to pursue all available remedies at law and in equity, including, but not limited to, filing a lawsuit; provided, however, any such lawsuit shall be filed in the Circuit Court of Racine County.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

Contractor

Witness _____ By: _____
Signature

Witness _____
Title

Village of Mount Pleasant

Witness _____ By: _____
Village President

Witness _____