



RIVER VALLEY SCHOOL DISTRICT

Home of the Blackhawks



Contract for Lawn Mowing and Related Services

2020-2022

Sites to be Mowed				
Location	Address	Approx. Size	School Phone	Contact
RV Early Learning Center	1370 Cherry St., Plain, WI 53577	~5 acres	608-546-2228	Rick Ferguson
RV Elementary	830 W. Daley St., Spring Green, WI 53588	~45 acres	608-588-2559	Rick Ferguson
RV Middle School	660 W. Daley St., Spring Green, WI 53588		608-588-2556	Rick Ferguson
RV High School & Athletic Facilities	660 W. Varsity Blvd., Spring Green, WI 53588		608-588-2554	Rick Ferguson

SCOPE OF WORK FOR LAWN CARE SERVICES

1. Obligations of Contractor: The contractor shall provide the following services to the River Valley School District:
 - (a) Contractor shall cut grass in all currently mowed areas of the River Valley School District as necessary in order to maintain a grass height of 3.5" (with football and soccer fields' grass height subject to change), unless otherwise directed by the Business Manager.
 - (b) Contractor shall trim around buildings, sidewalks, trees, fences, and other obstacles
 - i. Chemical spraying is allowed for up to 8.0" away from obstacles to avoid trimming; Contractor must be licensed for Turf and Landscape Chemical application.
 - ii. Contractor must *furnish copy of license* with proposal.
 - (c) Discharged grass cuttings must be directed away from vehicles, sidewalks, buildings, driveways, flower beds, trees, etc.
 - i. Clippings must be removed from sidewalks, paved areas, plant beds, etc.
 - ii. Contractor must blow off sidewalks and keep entrances clear of grass clippings.
 - (d) Contractor will be responsible for damage incurred while mowing. Damages to district property will be noted and deducted from invoices as damage occurs.
 - (e) Grass cutting, trimming, edging, and chemical spraying is NEVER to be done when children are present.
 - (f) Mowing of grounds when classes are not in session is preferred. This includes physical education and athletic practices. Mowing can occur during class sessions but must be 100 feet from facility.
 - (g) Wisconsin law prohibits smoking, drugs and alcohol on public school property and the Contractor must strictly enforce these requirements amongst its staff.
 - (h) Equipment shall be appropriate for athletic competition and training fields.
 - (i) Contractor to edge twice per year.
 - (j) Proposals shall indicate the cost for one mowing by location. Spraying and edging to be considered part of the contracted price. Spraying includes sidewalk crack and edge areas and beneath the bleachers.
 - (k) Please provide hourly rate for additional work such as seeding, landscape maintenance and tree trimming/pruning.
2. Term: The term of this agreement shall commence with the 2020 lawn mowing season and expire at the close of the 2022 lawn mowing season.
3. Right of District to Cancel: River Valley School District shall have the right to cancel this Agreement prior to the expiration of its terms in the event the school district reasonably determines that the Contractor has failed to complete lawn mowing in a timely fashion as provided herein or if Contractor otherwise breaches any term or condition of this Agreement.
4. Responsibilities of Contractor: The Contractor shall be responsible for providing sufficient equipment and qualified personnel to carry out all Contractors' obligations. A list of equipment to be used in carrying out these obligations shall be included with the Contractor's proposal. The Contractor shall be responsible for the maintenance and repair of all equipment. The Contractor shall ensure that all personnel have all necessary licenses, permits, and qualifications to operate any equipment used in performing the obligations of Contractor under this Agreement. The Contractor shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations in performing Contractor's obligations under this Agreement.

5. **Independent Contractor:** It is intended by the Contractor and the District that the relationship created by this Agreement shall constitute the Contractor as an independent contractor of the District. Neither the Contractor nor any of the Contractor's employees shall be deemed an employee of the District for any purpose whatsoever. The Contractor shall be responsible for paying and/or withholding all federal, state and local income, unemployment and social security taxes and assessments with respect to all of its employees.

6. **Insurance:** The Contractor shall obtain and maintain in full force general liability insurance, motor vehicle insurance, and worker's compensation insurance in amounts deemed below by the District. A Certificate of Insurance shall be included with the Contractor's proposal showing the below requirements have been met.
 - Workers Compensation
 - Commercial General Liability with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage. The District must be named as an additional insured to such policy.
 - Automobile Liability with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage. The District must be named as an additional insured to such policy.
 - A certificate of insurance must be sent to the District showing the above requirements have been fulfilled. The certificate should state that if for any reason the insurance is cancelled, or the limits of the liability are reduced, the insurance company shall notify the District 30 days in advance of any reduction in coverage or full or partial cancellation, and with any provision relieving the insurer of responsibility for giving such notice deleted.

7. **Indemnification:** The contractor agrees to indemnify and hold the District harmless from and against any and all losses, claims, obligations, liabilities, actions, causes of action, judgments, damages, fees and expenses (including attorney's fees and costs) asserted against or incurred by the District resulting from, arising out of or in connection with:
 - (a) The breach by Contractor of any provision of this agreement;
 - (b) The injury or death of any person or the damage to any property resulting from the acts or omissions of the Contractor; and
 - (c) Any activity or proceeding for enforcement of the terms of this Agreement commenced by the District.

8. **Assignment:** The Agreement and the rights and obligations thereunder shall not be assigned by the Contractor without the written consent of the District, which consent may be withheld by the District in its sole discretion. This Agreement shall be binding upon and shall apply to the benefit of the parties hereto and their respective successors and permitted assignees.

9. **Entire Agreement:** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior contemporaneous agreements, whether oral or written.

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Cost per Mowing, Trimming & Weed Eating Bid Amounts


Schools & Locations	Cost Per Mowing	Trimming & Weed Eating Hourly Rate
River Valley Early Learning Center (Plain)	\$80.	Included
River Valley Elementary, Middle School & High School Campus (Spring Green)	\$400.	\$35/hour
RVHS Football Field	*\$75.	\$50 per time
RVHS Baseball Field	*\$75.	Included
RVHS Softball Field	*\$60.	Included
Varsity Soccer Field Behind Elementary	*\$75.	Included
*\$15 charge if required to bag		

Negotiated annual increase not to exceed the consumer price index (CPI) for the area.

I will complete the Lawn Care Services for River Valley School District as specified in the above scope of work.


Contractor Signature

Date: _____

 _____

Board President or Clerk Signature

Date: 02/13/2020

 _____

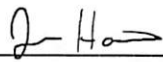
Business Manager Signature

Date: 02/03/2020

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I will complete the Lawn Care Services for River Valley School District as specified in the above scope of work.



 Contractor Signature
 James Harwood & J Total Lawn Care, LLC
 jandjharwood@gmail.com

Date: 10/12/2020

 Board President or Clerk Signature

Date: _____



 Business Manager Signature
 Brian Krey River Valley School District
 bkrey@rvschools.org

Date: 10/9/2020