

**CONTRACT**

This contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Scott Siedschlag (hereinafter "Contractor"), located at 5817 Hwy 42, Manitowoc, WI 54220 and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

**RECITALS**

**WHEREAS**, Scott Siedschlag located at 5817 Hwy 42, Manitowoc, WI 54220, intends to furnish labor, material, and equipment to remove all ash trees that are accessible between Lincoln Park Zoo and North 8<sup>th</sup> Street as outlined in "Exhibit A" and "Exhibit B", Scott Siedschlag Proposal.

**WHEREAS**, Scott Siedschlag has the ability to perform the required work needed for the ash tree removal and clean up of all tops and restore any damages from any work.

**NOW, THEREFORE**, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. **Recitals**. The above recitals are deemed to be true and correct.
2. **Scope of Work**. The Contractor agrees to perform the following work and/or furnish the following labor and materials in accordance with the terms of this contract:

**All work shall be performed in accordance with the City of Manitowoc's Standard Specifications for Public Works Construction.**

**See listing of tasks for this project. (Attached are "Exhibit A).**

3. **Contract Price**. The City agrees to pay to the Contractor for the performance of this contract the sum not to exceed **\$14,000.00**.
4. **Schedule**. Contractor agrees to commence work under this Contract upon its execution and complete performance of this contract in accordance with the City of Manitowoc's Standard Specifications, which are made part of this Contract and are incorporated by reference. The contract completion date shall be **April 1, 2022**.
5. **Liquidated Damages**. **For every calendar day** of delay in the completion of the work beyond the time specified, unless extended by written agreement, there shall be deducted from the amount due under this Contract as fixed, agreed and liquidated damages, the sum of **One-Hundred Dollars (\$100)**.
6. **Payment Schedule**. Requests for payment shall be made to the Director of Public Infrastructure. The Director of Public Infrastructure shall make a recommendation on the payment request and submit the same to the City's Board of Public Works when applicable. Contractor shall be entitled to payment within 30 days following approval by the Director of Public Infrastructure. The Contractor shall be required to submit a Lien Waiver prior to the City processing the final payment.
7. **Assignment and Subcontracting**. Contractor shall not be permitted to sign or subcontract any of the work hereunder without the prior written consent of the City.

8. Insurance and Bonding. Prior to commencing work hereunder, Contractor shall provide City, for approval by the City Attorney, a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate, property damage limits of not less than \$500,000.00 per occurrence, and shall carry the statutory amounts for worker's compensation insurance. Contractor shall include with the Certificate of Insurance two endorsements, one endorsement naming the City of Manitowoc as an additional insured, and a second endorsement giving City thirty (30) days prior notice of non-renewal, modification or cancellation.
9. 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.
10. Sales Tax Exemption. The Contractor shall be required to comply with Chapter 77 of Wisconsin State Statutes and more specifically Section 77.54(9m) as it relates to the sales tax exemption for building materials that become part of a facility for a local unit of government. (This is also known as 2015 Wisconsin Act 126).
11. Contract Notice. Per Wisconsin State Statutes 62.15, a Class I notice has been executed and published for this work on February 8, 2022.
12. Other Indebtedness to City. It is understood and agreed by the parties hereto that whenever a contractor is for any reason indebted to the City of Manitowoc, the contractor consents that the City of Manitowoc through its officials shall and may, deduct and retain, any such balance out of the money or monies which may be due or become due to the contractor under this contract.
13. Indemnify. Contractor shall defend, indemnify and hold harmless the City of Manitowoc, its officials, officers, employees, representatives and agents against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed under this Contract where the injury, damage, or death is caused by negligence or willful misconduct on the part of the Contractor, subcontractor, officers, employees, r agents.
14. Default. In the event of default or breach in the performance of any of the obligations, covenants, representations or duties under the terms of this Contract by either party, the non-defaulting party shall forward written notice to the defaulting party outlining such default. The defaulting party shall cure such default within thirty (30) days of receiving written notice from non-defaulting party, except that the cure period may be extended to a reasonable time to cure any default that cannot reasonably be cured with the thirty (30) day period, provided that the defaulting party has commenced to cure within the thirty (30) day period and diligently pursues a cure at all times thereafter until the default is cured. The defaulting party shall be responsible for the payment to the non-defaulting party of any outstanding fees, charges or expenses that were incurred by the non-defaulting party on behalf of the defaulting party.
15. Permits. No Permits are anticipated for this project.

16. Termination. Either party may terminate this Contact with ten (10) days written notice to the other party.
17. Notice and Demands. A notice, demand or other communication under this Contract 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, return receipt requested, or delivered personally and addressed to or personally delivered to:

**CITY:**  
City Clerk  
900 Quay Street  
Manitowoc, WI 54220

**CONTRACTOR:**  
Vinton Construction  
5817 Hwy 42  
Manitowoc, WI 54220

Notice and demand given shall be effective only if and when received by the party intended and acknowledged by receipt. The above addresses may be changed at any time by any party by giving written notice in the manner provided above.

18. Assignment. This Contract is not assignable without prior written consent of City.
19. 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.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.
21. Integration. This Contract 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.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. 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 circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract 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.
25. 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 a 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 subsequent thereto.

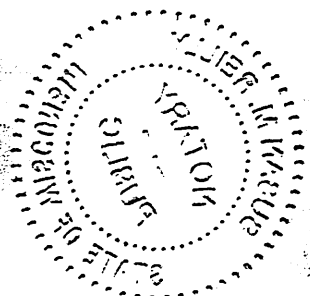
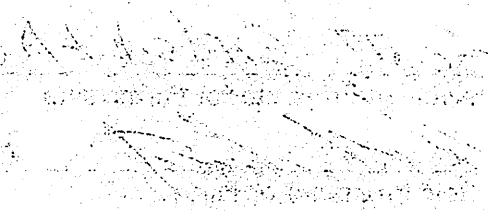
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn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

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1910

RECEIVED



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# "EXHIBIT A"

INVOICE NO.

667979

Cell 920-905-4493

Invoice

SOLD TO City of Manitowoc		SUBMITTED BY SCOTT SIEDSCHLAG		VIA
ADDRESS 900 QUAY STREET		ADDRESS 5817 Hwy 42		
CITY, STATE, ZIP MANITOWOC WI 54220		CITY, STATE, ZIP MANITOWOC WI 54220		
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE 1-23-2022

Will REMOVE ALL ASH TREES THAT ARE  
ASSESSABLE BETWEEN THE 200 AND NORTH 8TH  
STREET AND CLEAN UP ALL TOPS AND RESTORE  
ANY DAMAGES FROM ANY WORK.

TOT FOR JOB \$14000

**City of Manitowoc Lincoln Park 2022 Ash Tree  
Removals**

**Request for Quote**

**SPECIAL PROVISIONS & CONDITIONS**

**INTENT AND SCOPE**

This project consists of removing all Ash trees in the City of Manitowoc’s Lincoln Park or as directed by the City Forester and or Director of Public Infrastructure and or their representative(s).

All work shall be performed according to the satisfaction of the City of Manitowoc Department of Public Infrastructure as well as the City Forester.

**Starting and Completion Dates**

**RFQ’s are due on or before January 27, 2022**

**No work shall start prior to the full execution of this agreement or prior to receiving the “ Notice to Proceed from the City “. All work on tree removals shall be completed on or before April 1, 2022**

The contractor shall examine the site location and inform themselves of all the conditions and obstacles that may be encountered when performing the work. The City of Manitowoc reserves the right to add or delete trees from this project.

All work shall be performed in accordance with OSHA standards and other applicable regulations.

The City of Manitowoc reserves the right to add or delete trees from this project.



## **NOTIFICATION OF DAILY WORK**

The Contractor shall be responsible for notifying the City Forester between 7:00 a.m. and 8:00 a.m. daily to report the progress and the location where the crew(s) will be working. The Contractor shall call between 7:00 a.m. and 4:30 p.m. to report the next day's schedule. **The City Forester is Al Rehme and can be contacted at (920) 323-1859.**

## **WORK HOURS AND CONDITIONS**

Hours of work shall be at the discretion of the Contractor. However, no work shall start before 5:00 a.m. and be completed by 8:00 p.m. each day. No work shall be performed on holidays.

The Contractor shall plan his operation so snowy/winter weather does not hamper the tree removal operation and affect the City's snow plowing or removal operations on a daily basis.

## **Traffic control**

Lincoln Park shall be closed during the tree removal project, it is anticipated the work shall be done while the Park is closed. Entrances to the Park shall be barricaded but access to the Zoo, Cabins and Field House will be available to City personal.

## **Tree Removals**

All work shall be completed as per Section 700 of the City of Manitowoc's Standard Specifications for Public Works Construction.

The Ash trees to be removed are of various diameters and located throughout the Park. All cut wood shall become the property of the Contractor. The contractor shall be responsible for coordinating the loading and hauling of all cut wood.

Any damage to sidewalks, driveways, curbing, terrace areas and street/road surfaces shall be repaired by the Contractor at their expense. Any trees or plantings as well as street signs, sign post, street lights, street light poles on public or private property and private lawns that are damaged shall be repaired or replaced at the Contractor's expense.

### **Lawn Restoration**

The Contractor shall restore all disturbed lawn areas with 3 inches of pulverized topsoil, fertilizer, grass seed (WDOT type 40) and erosion mat (class 1, urban, type A) in accordance with Section 700 of the of the " City of Manitowoc Standard Specifications for Public Work Construction " and as directed by the Forester.

Erosion mat shall be secured by using plastic or wood stakes. No metal stakes shall be allowed.

### **Clean up and Workmanship**

Clean up shall be on a daily basis. No debris or logs shall remain on the roads at the end of the work day. All roads, parking lots, bridges, tennis courts, lawn areas, paths and hiking trails shall be cleaned up in a neat and orderly manner.

**No obstruction to vehicular traffic shall remain after the end of the daily work period.**

Workmanship shall be to the highest caliber with the workers insuring the least amount of disturbance to the site and the general public.

Extra consideration for cleanup may be required in the event of Cabin/Field House evening and weekend rentals or special events.

### **Affected Properties**

Any questions from property owners regarding the removals shall be directed to the City Forester at 920-323-1859.

## **INSURANCE REQUIREMENTS**

The Contractor shall furnish sufficient liability insurance as required by the City of Manitowoc Standard Specifications which is included by reference and can be found on the City's webpage at [www.manitowoc.org](http://www.manitowoc.org) or can be viewed at the office of the Director of Public Infrastructure. The Contractor will also be required to furnish the City of Manitowoc with 2 additional endorsements, one for listing the City of Manitowoc as an additional insured and the second one for a 30-day notice of policy changes or cancellations.

The successful quote must maintain their third-party liability insurance during the duration of the project. This insurance will cover any damage that might occur on your or any neighboring property.

## **Liquidated Damages**

For every calendar day of delay in the completion of the work beyond the time specified, unless extended by written agreement, there shall be deducted from the amount due under this contract as fixed, agreed and liquidated damages, the sum of One Hundred Dollars ( \$100.00 ). This sum shall be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the Owner from the Contractor by reason of inconvenience to the public and other items which have caused an expenditure of public funds from the failure to complete the work within the time specified in the contract.

## **CONTACTS/SUBMITALS**

Questions and quotes can be asked or e-mailed to the contacts listed below on or before February 4, 2022 at 3pm.

Al Rehme, City Forester, City of Manitowoc Department of Public Infrastructure.  
[arehme@manitowoc.org](mailto:arehme@manitowoc.org) office 686-3081, cell 920-323 1859

Billy Hutterer, Division Manager, City of Manitowoc Department of Public Infrastructure.  
[bhutterer@manitowoc.org](mailto:bhutterer@manitowoc.org) 920-323 -7842