

CONTRACT

This contract is made and entered into this 24th day of March, 2022, by and between Treeo's Tree Service, Inc. (hereinafter "Contractor"), located at 936 Appleton Road, Menasha, WI 54952 and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

RECITALS

WHEREAS, Treeo's Tree Service located at 936 Appleton Road, Menasha, WI 54952, intends to furnish labor, material, and equipment to remove ash trees that are of various diameters, as well as stump grinding and located in the terrace areas of the City's public right-of-way, as outlined in "Exhibit A", Treeo's Tree Service Proposal and "Exhibit B", Special Provisions & Conditions.

WHEREAS, Treeo's Tree Service has the ability to perform the required work needed for the ash tree removal and stump grinding and clean up and restoration of 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" and "Exhibit B").

3. Contract Price. The City agrees to pay to the Contractor for the performance of this contract the sum not to exceed **\$24,915.00**.
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 **May 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 March 22, 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:
Treeo's Tree Service
936 Appleton Road
Menasha, WI 54952

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

SOLE PROPRIETORSHIP OR PARTNERSHIP

CORPORATION

Name of Proprietor or Partnership

Treco's Tree Service, Inc.
Name of Corporation

Sole Proprietor or Partner (Seal)

By: Mark Caswell (Seal)
President

Partner (Seal)

Attest: Denise Knudsen
Secretary

Partner (Seal)

CORPORATE SEAL

CITY OF MANITOWOC

By: Justin M. Nickels
Justin M. Nickels, Mayor

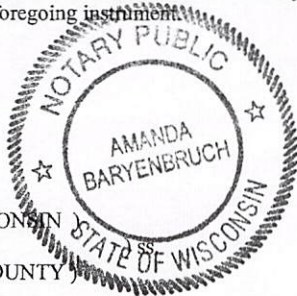
Attest: Mackenzie Reed-Kadow
Mackenzie Reed-Kadow, City Clerk

STATE OF WISCONSIN)

) ss.

MANITOWOC COUNTY)

Personally came before me, this 24th day of March, 2022, the above named Justin M. Nickels and Mackenzie Reed-Kadow, known to me to be the Mayor and City Clerk of the City of Manitowoc and acknowledge they executed the foregoing instrument.

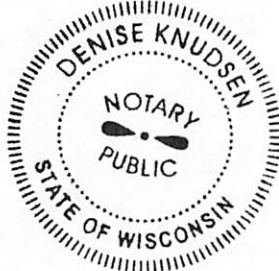


Amanda Baryenbruch
Amanda Baryenbruch
Notary Public Manitowoc County, WI
My commission (expires)(is) 9-12-25.

STATE OF WISCONSIN)

WINNEBAGO COUNTY)

Personally came before me, this 23 day of March, 2022, the above named Mark Caswell, President of Treco's Tree Service, and acknowledge they executed the foregoing instrument.



Denise Knudsen
Notary Public Winnebago County, WI
My commission (expires)(is) 01/26/2026

(T)

"EXHIBIT A"

A total of 21 trees are marked for Contractor removal All trees marked for removal will be with pink X visible from the street. The trees on this list shall be a complete removal, including the stumps unless otherwise noted. Stumps that may remain shall be finish cut flat to within 1 inch of the current grade at each location. All limb wood smaller than 5 inches in diameter shall be chipped and removed from each location on a daily basis with the chips being hauled and dropped off at the Manitowoc County Recycling Center located at 3000 Basswood Rd, Manitowoc Wi. All remaining wood shall be hauled to the City of Manitowoc's Gravel Pit at 3130 Hecker Rd. The City Forester shall give the location at the pit as to where the wood will be dumped.

CITY OF MANITOWOC TREE REMOVAL LIST FOR 2022

	ADDRESS	QUANTITY	TREE DBH	TREE REMOVAL PRICE	STUMP GRINDING PRICE
1	618 S 26 th Street	2	26"	1100. ⁰⁰	XXXX
			30"	950. ⁰⁰	XXXX
2	1010 N 20 th Street	1	27"	1220	175
3	1216 N 8 th Street	2	17"	875	170
			22"	1025	195
4	925 N 12 th Street	2	23"	1150	205
			24"	1350	215
5	407 St Clair Street	1	25"	1200	295
6	860 N 5 th Street	1	28"	1250	270
7	857 N 6 th Street	2	21"	950	275
			27"	895	275
8	912 N 9 th Street	1	23"	1250	250
9	1613 S 15 th Street	1	23"	900	170
10	1617 S 15 th Street	2	28"	1350	270
			29"	1400	250
11	634 N 6 th Street	1	22"	700	170
12	843 N 6 th Street	1	23"	870	220
13	941 N 15 th Street	1	44"	1540	XXXXX
14	1605 S 35 th Street	1	34"	XXXXXX	XXXXX
15	846 N 8 th Street	2	18"	670	XXXXXX
			23"	975	XXXXXX
TOTAL				21520.00	3395.00

21520.00 3395.00

COMPANY NAME: Trees Tree service, INC DATE 2/16/2022

SIGNATURE: John Caswell

City of Manitowoc 2022 Tree Removals

Request for Quote

SPECIAL PROVISIONS & CONDITIONS

INTENT AND SCOPE

This project consists of removing trees at the locations listed within this document 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 and in accordance with OSHA standards and other applicable regulations.

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

STARTING AND COMPLETION DATES

RFQ's are due on or before February 21, 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 May 1, 2022.

The contractor shall examine the site locations and inform themselves of all the conditions and obstacles that may be encountered when performing the work. The Contractor shall be certified to remove trees and branches where utility and communication lines run through or in close vicinity of a tree being removed.

NOTIFICATION OF DAILY WORK

The Contractor shall be responsible for notifying the City between 7:00 a.m. and 3:00 p.m. daily M-F to report the location where the crew(s) will be working the next day. **The City Forester can be contacted at (920) 323-1859 via call or text.**

WORK HOURS AND CONDITIONS

Hours of work shall be at the discretion of the Contractor. However, no work shall start before 7:00 a.m. and be completed by 5:00 p.m. each day. No work shall be performed on Sundays and holidays.

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

TRAFFIC CONTROL

It is anticipated the work shall be done under traffic. The Contractor shall be responsible for traffic control including furnishing, installing and maintaining all barricades, signs, cones, flags etc. required to protect the safety of the traveling public whether on the street or sidewalk. This shall be done in accordance with the Federal Highway Administration Manual on Uniform Traffic Control Devices.

If the work cannot be done safely under traffic, the contractor may request a street closure with permission granted by the DPI Operations Manager prior to work commencing at a specific location.

TREE REMOVALS

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

The trees to be removed are of various diameters and located in the terrace areas of the City's Public Right-Of-Way.

The Contractor shall be permitted to utilize the sidewalk area as necessary. Any damage to sidewalks, driveways, terrace areas shall be repaired by the Contractor at their expense. Any trees or plantings on public or private property and private lawns that are damaged shall be repaired or replaced at the Contractor's expense. Any damages to street surfaces, street signs, sign post, street lights, street light poles shall be repaired by the City and billed to the contractor.

STUMP REMOVALS

The contractor shall be responsible for contacting Diggers Hotline prior to any stump removals. The stumps to be removed are of various diameters and located in the terrace area of the City's Public Right-Of-Way. The contractor shall request the Forester to mark the stumps with a pink X just prior to the work commencing. Any stump marked in a similar manner and is not on the list provided should be brought to the attention of the City Forester

Stumps removed shall be performed by grinding the tree stump and buttress roots to a depth of 18" below grade. Additionally, the contractor shall remove all surface and adjacent subsurface roots as may be necessary to eliminate mounds in the terrace area adjacent to the stump. The City assumes that removal limits will be 6 feet in each direction of the stump and from the sidewalk to the street curbing on average. Stump removals will also include the disposal of all wood chips or ground material produced in the excavating or grinding process.

The City Forester shall mark / paint out limits as to where the work shall be performed.

The contractor shall be responsible for furnishing and installing a suitable ground material to fill the hole that is left after the stump and chipped wood is removed. The material shall consist of a rich loam, humus bearing soil suitable for growing trees. The material shall be filled and compacted in place so it is 3 inches below the existing grade. The contractor shall submit a sample of material to the Forester for approval. **No sand or gravel shall be allowed.**

LAWN RESTORATION

No topsoil shall be placed until an inspection of the removed stump has taken place by either the City Forester or his designee.

The Contractor shall restore all disturbed lawn areas with 3 inches of pulverized topsoil, fertilizer, grass seed and erosion control 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 control mat shall be secured by using plastic or wood stakes. No metal stakes will be allowed.

CLEAN UP AND WORKMANSHIP

Clean up shall be done daily. No debris or logs shall remain on site at the end of the work day. Streets, lawns and sidewalks shall be cleaned up in a neat and orderly manner.

No obstruction to vehicular or pedestrian 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.

AFFECTED PROPERTIES

Any questions from property owners regarding the removals or a request to keep the wood, 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 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

Please indicate the cost per tree at each location. Questions can be directed to Al Rehme, City Forester, City of Manitowoc Department of Public Infrastructure, arehme@manitowoc.org; office (920) 686-3081, cell (920) 323-1859; or Billy Hutterer, Division Manager, City of Manitowoc Department of Public Infrastructure, bhutterer@manitowoc.org (920) 686-6515

Quotes can be e-mailed or mailed to 900 Quay Street, Manitowoc WI 54220 by February 21, 2022 at 3pm.