

3-19-18
PI

CITY OF MANITOWOC

WISCONSIN, USA
www.manitowoc.org



March 8, 2018

18-0260

CONSENT

TO: Mayor and Common Council
FROM: Board of Public Works
SUBJECT: Contract with Chris Lewis Tree Surgery

Dear Mayor and Common Council:

At the March 7, 2018 Board of Public Works meeting, the Board met to approve entering into a contract with Chris Lewis Tree Surgery to cut and remove 10 trees at various locations for a contract sum of \$9,850.00

"Moved by Finance Director/Treasurer Steve Corbeille, seconded by Business Manager Karen Dorow, and unanimously carried to enter into the contract. Ayes, 6. Nays, none."

Very Truly Yours,

DEBORAH NEUSER
Secretary Board of Public Works

DN:mrk



CONTRACT

This contract is made and entered into this 9 day of March, 2018, by and between Chris Lewis Tree Surgery (hereinafter "Contractor"), located at P.O. Box 1564, Manitowoc, WI 54221-1564 and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

RECITALS

WHEREAS, Chris Lewis Tree Surgery located at P.O. Box 1564, Manitowoc, WI 54241 intends to cut and remove 10 trees at various locations within the 2018 City Sidewalk Replacement District and the City wide tree removal of Emerald Ash Bore as outlined in "Exhibit A", Chris Lewis Tree Surgery Proposal and in "Exhibit B" City of Manitowoc's Special Provisions and Conditions.

WHEREAS, Chris Lewis Tree Surgery has the ability to perform the required tree cutting work as outlined in "Exhibits A and B".

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 is "Exhibit A and B", and it is incorporated into this Contract by reference).

3. Contract Price. The City agrees to pay to the Contractor for the performance of this contract the sum of \$9,850.00.
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 27, 2018
5. 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.
6. 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.

7. **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.**
8. **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.
9. **Contract Notice.** Per Wisconsin State Statues 62.15, a Class I Notice had been executed and published for this work on March 6, 2018.
10. **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.
11. **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 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, or agents.
12. **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.
13. **Permits.** None Required.
14. **Termination.** Either party may terminate this Contact with ten (10) days written notice to the other party.

15. **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: Chris Lewis Tree Surgery
P.O. Box 1564
Manitowoc, WI 54221-1564

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.

16. **Assignment.** This Contract is not assignable without prior written consent of City.
17. **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.
18. **Amendments.** This Contract can only be amended or modified in writing and signed by the parties involved.
19. **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.
20. **Survival of Provisions.** All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
21. **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.
22. **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.
23. **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 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.

24. 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

... ..
... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..



... ..



... ..

... ..



**PROPOSAL
FOR
CITY OF MANITOWOC - TREE CUTTING**

"EXHIBIT A"

| ITEM # | ITEM DESCRIPTION | UNITS | QTY | UNIT PRICE PER TREE |
|---|--|-------|-----|---------------------|
| CITY SIDEWALK REPLACEMENT DISTRICT | | | | |
| 1. | 1123 SOUTH 11TH STREET - 37" DBH SILVER MAPLE | EA | 1 | 1,800.00 |
| 2. | 1130 SOUTH 11TH STREET - 32" DBH MAPLE ON HAMILTON STREET SIDE | EA | 1 | 1,200.00 |
| 3. | 1115 SOUTH 12TH STREET - 20" DBH NORWAY MAPLE | EA | 1 | — |
| 4. | 1036 SOUTH 13TH STREET - 49" DBH SILVER MAPLE | EA | 1 | 3,000.00 |
| 5. | 1122 SOUTH 14TH STREET - 34" DBH MAPLE | EA | 1 | 750.00 |
| 6. | 1310 WASHINGTON STREET - 17" DBH MAPLE | EA | 1 | 450.00 |
| CITY WIDE TREE REMOVAL PROGRAM *TREES AFFECTED BY EMERALD ASH BORE | | | | |
| 7. | 925 SOUTH 20TH STREET - 19" DBH | EA | 1 | 600.00 |
| 8. | 932 SOUTH 20TH STREET - 17" DBH | EA | 1 | 550.00 |
| 9. | VACANT LOT AT NE CORNER OF S. 20TH & WASHINGTON STREET - 16" DBH | EA | 1 | 300.00 |
| 10. | 1033 SOUTH 20TH STREET - 21" DBH | EA | 1 | 600.00 |
| 11. | 911 SOUTH 22ND STREET - 17" DBH | EA | 1 | 600.00 |
| TOTAL FOR PROPOSAL | | | | 9,850.00 |

Chris Lewis Tree Surgery P.O. Box 1564
 920-682-5621
 920-860-1956
 clewis@lakefield.net

SPECIAL PROVISIONS AND CONDITIONS

INTENT AND SCOPE

This project consists of three different aspects in this contract.

1. Tree Removal in the City Sidewalk Replacement District.
2. Tree Removal in City Wide Tree Removal of Emerald Ash Bore Trees.

All work shall be performed according to the plans and specifications, and to the satisfaction of the City Forester and Director of Public Infrastructure or their representative(s).

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

The contractor shall examine the site locations and inform themselves of all the conditions and obstacles that may be encountered when performing the work.

All work shall be performed in accordance with the City of Manitowoc’s Standard Specifications for Public Works Construction and can be found on the City’s website at www.manitowoc.org/Departments/Engineering/Standard Specifications.

QUALIFICATIONS AND CERTIFICATIONS

The Contractor shall have a minimum of one “Certified Arborist” or “Certified Tree Worker” as recognized by the International Society of Arboriculture on the job site at all times.

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.

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

STARTING AND COMPLETION DATES

No work shall start prior to the full execution of this Contract and/or prior to receiving the “Notice to Proceed” from the City. It is anticipated the Contractor could start early March.

Tree removal shall be completed on or before April 27, 2018.

Failure to meet the Completion Date listed above may result in the assessment of Liquidated Damages.

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)**.

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 resulting from the failure to complete the work within the time specified in the contract.

TRAFFIC CONTROL

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, in accordance with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and its supplements. It is anticipated the **Work shall be done under traffic. No obstruction to vehicular or pedestrian traffic shall remain after the end of the daily work period.**

If the work cannot be done safely under traffic, the Contractor may request a street closure with permission granted by the Director of Public Infrastructure prior to work commencing at a specific location.

The cost of barricading, signing, cones, flagging, street closure, etc. (traffic control) shall be considered incidental to the project and no compensation will be allowed.

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 tree's diameter at breast height (DBH) measurement will be made at 4.5 feet above grade.

The Contractor shall be permitted to utilize the sidewalk area as necessary. Any damage to sidewalks, curbing and street surface shall be repaired by the Contractor at his expense. Any trees or plantings on public or private property that are damaged shall be repaired or replaced at the Contractor's expense.

The trees shall be cut to an elevation leaving no more 4 inches of the trunk above the existing lawn grade.

NOTIFICATION OF DAILY WORK

The Contractor shall be responsible for notifying the City Forester between 7:30 a.m. and 8:30 a.m. daily to report the location where the crew(s) will be working. The Contractor shall call between 7:30 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.** If the contractor can't reach the City Forester, the City Engineering Department will be the backup contact at (920) 686-6910.

WORK HOURS AND CONDITIONS

Hours of work shall be at the discretion of the Contractor. However, no work shall start before 7:30 a.m. and be completed by 4:30 p.m. each day. No work shall be performed on Sundays and 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 operation on a daily basis.

TREE LOCATIONS

Within the contract documents and bid proposal will be a list indicating the tree location, size and type of the tree. The City Forester and Engineer have marked the trees with a **Pink Dot** located on the street side of the tree. Any tree dotted in a similar manner and is not on the list provided should be brought to the attention of the City Forester or the City Engineering Department.

AFFECTED PROPERTIES

Any questions from abutting property owners regarding the removals shall be directed to the City Forester at (920) 323-1859 or the City Engineering Department at (920) 686-6910.

If the Contractor makes arrangements with the adjacent property owner to cut and leave the wood, the wood shall be placed on the property owner's side of the sidewalk. The wood shall not cause any vision concerns with pedestrians or vehicles using City's Right-of-Way.

No debris or logs shall be given to property owners that may have an indication the Emerald Ash Borer is present. The Contractor shall deliver the cut wood to the City's Gravel Pit located at 3130 Hecker Road. The City Forester will give the location at the pit as to where the wood will be dumped.

CUT WOOD

If the abutting property owners do not request the wood from the trees being cut, the contractor can deliver to the following list of private drop off location pre-arranged by the City Forester. The Contractor shall not deliver to anyone besides the pre-arranged drop off locations. The Contractor shall be responsible for coordinating the loading, hauling, unloading and stockpiling all of the wood at the pre-arranged drop off locations. Any branches smaller than 5 inches in diameter shall become the property of the contractor to do as he wishes. There is a County site located on Basswood Road that does accept tree removal material.

Drop off locations on the Northside of the City

Ron & Cindy Torstenson
3803 County Road Q
920-901-3815 or 920-901-9610
Will take up to 30 Loads

Doug Lange
3723 County Road B
920-360-2955
Will take up to 4 loads

Phipps Construction
2245 Logwood Lane
920-901-6630
Will take up to 4 loads

Drop off locations on the Southside of the City

TJ Seiler
1909 Silver Creek Road
920-323-4583
Will take up to 4 loads

CLEAN-UP AND WORKMANSHIP

Clean up shall be on a daily basis. 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. Workmanship shall be to the highest caliber and the workers insure the least amount of disturbance to the site and the general public.

CONSTRUCTION NOTES

● CITY SIDEWALK REPLACEMENT DISTRICT

This area is located in the southeast part of the City which is bounded from S 10th Street to S 14th Street and Washington Street to Hamilton Street. There are six trees in this district that will need to be removed by **April 27, 2018**.

Tree locations in this district:

1123 S. 11th Street - 37" DBH Silver Maple.
1130 S. 11th Street - 32" DBH Maple on Hamilton Street side.
~~1115 S. 12th Street - 20" DBH Norway Maple.~~
1036 S. 13th Street - 49" DBH Silver Maple.
1122 S. 14th Street - 34" DBH Maple.
1310 Washington Street* - 17" DBH Maple.

**The tree located at 1310 Washington Street is in front of a Chiropractic Office. The contractor shall contact the business to determine the best time to remove this tree.*

● CITY WIDE TREE REMOVAL PROGRAM

These trees are located throughout the City and are affected by the Emerald Ash Bore. The five trees affected by the Emerald Ash Bore shall be removed by **April 27, 2018**. The cut wood from the trees affected by the Emerald Ash Bore shall be taken to the City Gravel Pit located at 3130 Hecker Road.

Tree locations affected by Emerald Ash Bore:

925 S. 20th Street - 19" DBH.
932 S. 20th Street - 17" DBH.
Vacant Lot @ NE Corner of S 20th & Washington St. (formally 937 S. 20th St.) - 16" DBH.
1033 S. 20th - 21" DBH.
911 S. 22nd Street - 17" DBH.