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20-0148

CITY OF MANITOWOC

WISCONSIN, USA

www.manitowoc.org



January 31, 2020

CONSENT

TO: Mayor and Common Council
FROM: Board of Public Works
SUBJECT: AGMT-20-1 Contract with Chris Lewis Tree Surgery

Dear Mayor and Common Council:

At the January 22, 2020 Board of Public Works meeting, the Board met to approve entering into a contract with Chris Lewis Tree Surgery for Ash Tree Removal at various locations, AGMT-20-21, for a contract price of \$9,450.00. City Clerk reported that of the six tree removal companies contacted by City staff for quotes, Chris Lewis Tree Surgery was the only one to respond.

"Moved by Alderperson Mike Williams, seconded by Alderperson Lee Kummer, and unanimously carried to enter into the contract. Ayes, 7. Nays, none."

Very Truly Yours,

DEBORAH NEUSER
Secretary Board of Public Works

Deborah Neuser, CMC, City Clerk
CITY HALL · 900 Quay Street · Manitowoc, WI 54220-4543
Phone (920) 686-6950 · Fax (920) 686-6959 · dneuser@manitowoc.org



CITY OF MANITOWOC

WISCONSIN, USA

www.manitowoc.org



Chris Lewis Tree Surgery
PO Box 1564
Manitowoc, WI 54221-1564

RE: Cut and Remove 19 Ash Trees, AGMT-20-1

Gentlemen:

Enclosed is a copy of the fully executed contract for the above.

This agreement was acted upon by the Board of Public Works at the meeting of Wednesday, January 22, 2020, at which time the Board unanimously recommended entering into the contract. We have your certificate of insurance on file.

Please submit your request for payment to the attention of Dir. of Public Infrastructure Dan Koski for referral to the Board of Public Works for approval and payment.

If you have any questions, please contact me at 920-686-6950.

Very truly yours,

Deborah Neuser
City Clerk

DN

Enclosure

cc: Director of Public Infrastructure Dan Koski

CONTRACT

This contract is made and entered into this 22 day of Jan., 2020, 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 54221 intends to cut and remove 19 Ash trees at various locations within the City of Manitowoc 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 and removal 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 **\$9,450.00**.
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 30, 2020**.
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 Statutes 62.15, a Class I Notice had been executed and published for this work on January 20, 2020.
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 Contract 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.

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PROPOSAL

FOR

2020 ASH TREE REMOVAL
CITY OF MANITOWOC

ITEM NO.	ITEM DESCRIPTION	UNITS	TREE DIAMETER	UNIT PRICE	TOTAL
1.	545 SOUTH 31ST STREET	ID	23" DBH	1	900.00
2.	918 SOUTH 18TH STREET	ID	16" DBH	1	500.00
3.	914 SOUTH 19TH STREET	ID	23" DBH	1	750.00
4.	1913 CLARK STREET - 2 TREES	ID	26" DBH	1	800.00
		ID	21" DBH	1	600.00
5.	1815 FRANKLIN STREET	ID	20" DBH	1	450.00
6.	1901 WASHINGTON STREET	ID	27" DBH	1	450.00
7.	1816 WASHINGTON STREET	ID	22" DBH	1	600.00
8.	1602 MADISON STREET	ID	23" DBH	1	750.00
9.	917 SOUTH 26TH STREET - 2 TREES	ID	15" DBH	1	550.00
		ID	11" DBH	1	200.00
10.	535 NORTH 6TH STREET - 5 TREES	ID	20" DBH	1	300.00
		ID	20" DBH	1	300.00
		ID	19" DBH	1	300.00
		ID	18" DBH	1	300.00
		ID	15" DBH	1	300.00
11.	608 PARK STREET - 2 TREES	ID	21" DBH	1	500.00
		ID	17" DBH	1	300.00
12.	815 NORTH 10TH STREET	ID	20" DBH	1	600.00
TOTAL PROPOSAL				19	\$ 9450.00

The undersigned contractor agrees to all terms and conditions of the preceding specifications for the tree removal project and shall furnish all insurance documents as stipulated.

Company Name Chris Lewis Tree Surgery

Authorized Signature Chris L. Lewis

Date: 1-2-20

**CITY OF MANITOWOC 2020 ASH TREE REMOVAL
SPECIAL PROVISIONS & CONDITIONS**

INTENT AND SCOPE

This project consists of removing infected Ash 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 as well as the City Forester.

STARTING AND COMPLETION DATES

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 by April 30, 2020

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. 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.

The Ash 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, curbing, terrace areas and street surfaces shall be repaired by the Contractor at his 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. Workmanship shall be to the highest caliber with the workers insuring the least amount of disturbance to the site and the general public.

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 Director of Public Infrastructure prior to work commencing at a specific location.

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

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.

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.

City of Manitowoc Ash Tree Removals for 2020

<u>Address</u>		<u>Tree Diameter</u>
1. 545 S 31 st St		23" DBH
2. 918 S. 18 th St		16" DBH
3. 914 S 19 th St		23" DBH
4. 1913 Clark St	2 trees	26" & 21" DBH
5. 1815 Franklin St		20" DBH
6. 1901 Washington St		27" DBH
7. 1816 Washington St		22" DBH
8. 1602 Madison St.		23" DBH
9. 917 S. 26 th St	2 trees	15" & 11" DBH
10. 535 N. 6 th St	5 trees	20",20",19"18" 15" DBH
11. 608 Park St	2 trees	21" & 17" DBH
12. 815 N. 10 th St		20" DBH

Total of 19 trees for Contractor removal

All Ash trees marked with orange paint visible from the street side.

The trees on this list shall be a complete removal, excluding the stumps. Stumps shall be finish cut flat to within 1 inch of the current grade at each location. All limb wood shall be chipped and removed from each location on a daily basis with the chips being hauled and dropped off at the City Gravel Pit located at 3130 Hecker Rd. All remaining wood shall be hauled to the City Gravel Pit also at 3130 Hecker Rd. Contractor shall submit a count of loads hauled to the City Gravel Pit with the count forwarded to the City Forester.

CONTACTS

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

Chad Scheinoha, Division Manager
City of Manitowoc - Department of Public Infrastructure
cscheinoha@manitowoc.org
cell: 920-374-0402

Deborah Neuser

From: Sonja Birr
Sent: Wednesday, January 22, 2020 2:45 PM
To: Deborah Neuser
Subject: Tree Removal Contractors

Asplundh Tree Service, LLC
Chris Lewis Tree Surgery
Dave's Tree Services, Inc.
Arbor Tech
LeMahieu Tree Service
E-Z Cut Tree & Stump Removal LLC