

CONTRACT

This contract is made and entered into this _____ day of _____, 2017, by and between Asplundh (hereinafter "Contractor"), located at 5907 Municipal Street, Schofield, WI 54476 and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

RECITALS

WHEREAS, Asplundh located at 5907 Municipal Street, Schofield, WI 54476 intends to cut and remove approximately 16 trees at various locations around the City as outlined in "Exhibit A", Asplundh Proposal and in "Exhibit B", City of Manitowoc's Special Provisions and Conditions.

WHEREAS, Asplundh 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 **\$12,106.00**.
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 **June 1, 2017**.
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 12, 2017.
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: Asplundh
5907 Municipal Street
Schofield, WI 54476

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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Exhibit "A"

ASPLUNDH

5907 MUNICIPAL STREET, SCHOFIELD, WI 54476 * OFFICE 715-241-8733 * FAX 715-241-7626

January 3, 2017

City Of Manitowoc
Attn: Mr. Chad Scheinoha
2655 South 35th Street
Manitowoc, WI 54220-5965

Mr. Chad Scheinoha,

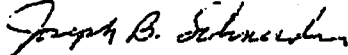
The Asplundh Tree Expert Company is pleased to submit for your consideration our RFQ to do the tree removal, brush chipping and wood hauling for the 2017 City of Manitowoc Tree Removal Program. Our prices are effective:

January 3, 2017 to December 30, 2017
Invoice Payments, Net Term: 30 Days
Sales Tax not included if applicable

All of our employees are members of Local Union 2150, and are Certified Pesticide Applicators. Certified Line Clearance Tree Trimmers, per OSHA standards and have CDL driver's licenses. They also have valid 1st Aid Cards and are trained in CPR. The Asplundh Tree Expert Company also enforces a drug free work environment.

We thank you for this opportunity, and we look forward to working with your organization. If I can be of further service please feel free to contact me at the above phone numbers.

Sincerely,



Joseph B. Schneider
Vice President

JBS/lm

attachment

Accepted and Approved By:
Authorized Signature _____

PO # _____
Date _____

City Of Manitowoc 2017 Contractor Tree Removal List

North Side Addresses	Species	DBH "	Cost
1. 404 St. Clair St.	Norway Maple	14	\$392.00
2. 620 Huron St.	Red Maple	24	\$672.00
3. 1217 N 23rd St.	Red Maple	18	\$504.00
4. 941 N 23rd St.	Red Maple	16	\$448.00
5. 1012 N 15th St.	Sugar Maple	24	\$674.00
North Side			TOTAL - \$2,690.00

South Side Addresses	Species	DBH "	Cost
1. 902 Wilson St.	Silver Maple	24	\$896.00
2. 1409 Columbus St.	Sugar Maple	22	\$672.00
3. 729 S 23rd St.	Willow	12	\$960.00
4. 502 S 25th St.	Norway Maple	30	\$1,008.00
5. 534 S 25th St.	Silver Maple	20	\$616.00
534 S 25th St.	Silver Maple	22	\$672.00
6. 1602 Madison St.	Basswood	28	\$784.00
7. 1305 Madison St.	Norway Maple	30	\$980.00
8. 1028 S 13th St.	Norway Maple	40	\$1,176.00
9. 1013 S 13th St.	Sugar Maple	32	\$952.00
1013 S. 13th St.	Sugar Maple	25	\$700.00
South Side			TOTAL \$9,416.00

North Side \$2,690.00
 South Side \$9,416.00

GRAND TOTAL \$12,106.00

City of Manitowoc 2017 Contractor Tree Removal SPECIAL PROVISIONS & CONDITIONS

INTENT AND SCOPE

This project consists of removing trees of various species at the locations listed within this document or as directed by the City Forester and Director of Public Infrastructure or their representative(s).

All work shall be performed according to the satisfaction of the City of Manitowoc Parks Division, as well as the City Forester. It is preferred that the work be completed by March 31st, 2017; however the final completion date of the work will be June 1st, 2017.

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 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, 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.

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

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.

City of Manitowoc 2017 Contractor Tree Removal List

North Side

1. 404 St Clair St. 1 tree – Norway Maple 14” DBH (# 3 tree)
2. 620 Huron St 1 tree – Red Maple 24” DBH (# 1 tree)
3. 1217 N 23rd St. 1 tree – Red Maple 18 DBH (# 4 tree)
4. 941 N 23rd St. 1 tree – Red Maple 16” DBH (# 1 tree)
5. 1012 N 15th St 1 tree - Sugar Maple 24” DBH (# 1 tree)

South Side

1. 902 Wilson St: 1 tree - # 1 tree Silver Maple 24” DBH
2. 1409 Columbus St: 1 tree - # 1 tree Sugar Maple 22” DBH
3. 729 S 23rd St: 1 tree- # 1 tree Willow 12” DBH (4 leader school-marm)
4. 502 S 25th St: 1 tree - # 1 tree Norway Maple 30’ DBH
5. 534 S 25th St: 2 trees - # 1 tree Silver Maple 20” DBH
2 tree Silver Maple 22” DBH
6. 1602 Madison St: 1 tree - # 3 tree Basswood 28” DBH
7. 1305 Madison St: 1 tree - # 1 tree Norway Maple 30” DBH
8. 1028 S 13th St: 1 tree - #1 tree Norway Maple 40” DBH
9. 1013 S 13th St: 2 trees - # 1 tree Sugar Maple 32” DBH
2 tree Sugar Maple 25” DBH

The trees on this list shall be a complete removal, excluding the stumps. All limb wood shall be chipped.

All other wood shall be hauled and dropped off at any of these 5 locations and the contractor shall submit a list of loads hauled to each location to the city:

1. Ron & Cindy Torstenson @ 3803 Cty Rd Q Manitowoc 920-901-3815
or 920-901-9610 (will take up to 30 loads)
2. Doug Lange @ 3723 Cty Rd B Manitowoc 920-360-2955 (will take
up to 4 loads)
3. Phipps Construction @ 2245 Logwood Ln. Manitowoc 920-901-
6630 (will take up to 4 loads)

4. T J Seiler @ 1909 Silver Creek Rd. Manitowoc 920-323-4583 (will take up to 4 loads)
5. Manitowoc Parks Shop 1105 Fleetwood Dr Manitowoc

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.

CONTACTS/SUBMITALS

Please indicate the cost per tree at each location. Questions and quotes can be asked or e-mailed to the contacts listed below on or before January 3rd at 3pm.

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

Al Rehme, City Forester, City of Manitowoc Department of Public Infrastructure. arehme@manitowoc.org office 686-3080, cell 920-323 1859