



CITY OF MANITOWOC

WISCONSIN, USA

www.manitowoc.org

July 11, 2024

TO: Mayor and Common Council
FROM: Board of Public Works
SUBJECT: AGMT-24-10 with Lakeland Landscape, Inc.

Dear Mayor and Common Council:

At the July 10, 2024 Board of Public Works meeting, the Board met to approve entering into AGMT-24-10 with Lakeland Landscape, Inc., to plant trees at locations as directed by the City Forester and as outlined in "Exhibit A", Tree Planting Proposal; and "Exhibit B" Tree Planting Agreement / Locations.

"Moved by City Attorney Nycz, seconded by Finance Director Alfred, to enter into the agreement. Ayes, 7. Nays, none."

Very Truly Yours,

Mackenzie Reed
Secretary Board of Public Works

CONTRACT

This contract is made and entered into this 10th day of July, 2024, by and between Lakeland Landscape, Inc. (hereinafter "Contractor"), located at 4141 Viebahn Street, 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, Lakeland Landscape, Inc., located at 4141 Viebahn Street, Manitowoc, WI 54220, intends to plant trees at locations as directed by the City Forester and as outlined in "Exhibit A", Tree Planting Proposal; and "Exhibit B" Tree Planting Agreement / Locations.

WHEREAS, Lakeland Landscape, Inc. has the ability to perform the required work needed for tree planting at various locations throughout the City. The City of Manitowoc will provide the trees and mulch, all other materials will be the responsibility of the Contractor.

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 the Proposal listing tasks for this project, which are attached as "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 **\$10,400.00**.
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 **September 30, 2024**.
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 **July 8, 2024.**
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, or 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:
Lakeland Landscape, Inc.
4141 Viebahn Street
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.
27. **Authority.** The undersigned hereby represents and warrants that it has the authority to enter into this Contract. If the party entering into this Contract is not an individual, the person(s) signing on behalf of the entity represents and warrants that they have been duly authorized to bind the entity and sign this Contract on the entity's behalf.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Lakeland Landscape Inc
Name of Corporation

Sole Proprietor or Partner (Seal)

By: Tim Krueger (Seal)
President

Partner (Seal)

Attest:

Secretary

Partner (Seal)

CORPORATE SEAL

CITY OF MANITOWOC

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

Attest:
Mackenzie Reed
Mackenzie Reed, City Clerk/Deputy Treasurer

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this 12 day of July, 2024, the above named Justin M. Nickels and Mackenzie Reed, known to me to be the Mayor and City Clerk/Deputy Treasurer of the City of Manitowoc and acknowledge they executed the foregoing instrument.



Jennifer Swokowski
Jennifer Swokowski
Notary Public Manitowoc County, WI
My commission (expires)(is) 11-26-24.

STATE OF WISCONSIN)
) ss.
MANTIWOC COUNTY)

Personally came before me, this 10 day of July, 2024, the above named Tim Krueger, President, ~~and Ryan Kubach, Vice President~~ for Lakeland Landscape, Inc. and acknowledge they executed the foregoing instrument.



S. Solis
S. Solis
Notary Public Manitowoc County, WI
My commission (expires)(is) 7/05/2027

2024 City of Manitowoc Spring Tree Planting Locations

LOCATION	TREE TYPE	PRICE
1. 835 Indian Bluff Drive	Princeton Elm	325
2. 855 Indian Bluff Drive	Maygar Ginkgo	325
3. 860 Indian Bluff Drive (corner lot 1 tree)	Ironwood (On Indian Bluff Drive)	325
4. 3702 Indian Bluff Drive	Sterling Linden	325
5. 3930 Indian Bluff Drive	Common Hackberry	325
6. 3933 Indian Bluff Drive	Street Keeper Honey Locust	325
7. 3702 Seneca Lane	Exclamation London Planetree	325
8. 3710 Seneca Lane	Princeton Elm	325
9. 3715 Seneca Lane (Single stem only)	Northern Tribute River Birch	325
10. 3816 Seneca Lane	Common Hackberry	325
11. 1404 Michigan Avenue	Common Hackberry	325
12. 819 N 12 th Street	Sterling Linden	325
13. 1134 Windiate Street (corner lot 2 trees)	Maygar Ginkgo (On Windiate Street)	325
	Royal Raindrop Crabapple (On N 12 th Street)	325
14. 2004 Menasha Avenue	Common Hackberry	325
15. 2022 Menasha Avenue	Triumph Elm	325
16. 2028 Menasha Avenue	Skyline Honey Locust	325
17. 2110 Menasha Avenue	Common Hackberry	325
18. 2204 Menasha Avenue	Ivory Silk Tree Lilac	325
19. 2214 Menasha Avenue	Skyline Honey Locust	325
20. 2222 Menasha Avenue	Common Hackberry	325
21. 2237 Menasha Avenue	Royal Raindrop Crabapple	325
22. 3504 Menasha Avenue	Exclamation London Planetree	325
23. 3908 Menasha Avenue	Royal Raindrop Crabapple	325
24. 2135 Herman Road	Triumph Elm	325
25. 2301 Virginia Drive	Sterling Linden	325
26. 2114 Knuell Street	Common Hackberry	325
27. 4402 Greenfield Lane	Street Keeper Honey Locust	325
28. 511 Remiker Lane	Street Keeper Honey Locust	325
29. 4404 Fleetwood Drive (corner lot 2 trees)	Maygar Ginkgo (On Fleetwood Drive)	325
	Common Hackberry (On Kellner Street)	325
30. 2509 Silveridge Drive	Princeton Elm	325

"EXHIBIT A"

Ryan
Lakeland Landscape

Sent from my iPhone

TREE PLANTING AGREEMENT 24-10

"EXHIBIT B"

The City of Manitowoc is obtaining quotes for tree planting.

This project consists of planting trees of the species specified, at the locations designated on the attached list (various locations) or as directed by the City Forester. All work shall be performed according to the plans and specifications, and to the satisfaction of the City Forester. The city will provide the trees and mulch, all other needed materials will be the responsibility of the contractor.

PLANTING TREES

The Contractor shall excavate the plant hole a minimum of 24-inches greater than the diameter of the root ball. The depth of the hole shall be equal to the height of the root ball so the collar is at ground level.

The Contractor shall place time-release fertilizer in the plant hole prior to backfilling. The fertilizer shall be placed per manufacturer's instructions. Costs for furnishing and placing the fertilizer shall be included in the unit price bid per each tree.

The Contractor shall backfill the root ball with excavated material. If the Contractor feels the excavated material is unsuitable, the Contractor shall notify the Engineer prior to backfilling for final determination.

The Contractor shall cut the strings on the burlap bags and shall pull back the burlap from the bagged and burlap (B&B) root balls prior to planting. See form # 701 for "Standard Tree Planting for Balled and Burlapped Trees"

The Contractor shall place approximately 3 inches of mulch over the backfilled plant hole. The mulch shall be placed within 5 days of the tree planting.

The Contractor shall brace the trees as directed by the Engineer. The tree shall be braced with two (2) stakes driven into the ground near the base of the tree to a depth of two (2) to three (3) feet. The stakes shall extend upward to sufficiently to support the tree. The tree shall be fastened to the stake by means of a soft rope or strap in a matter that avoids injuring the tree. Allow one (1) to two (2) inches of movement by the trunk.

In addition, all work shall be performed in accordance with the City of Manitowoc's Standard Specifications for Public Works Construction and is included in this contract by reference. The City of Manitowoc reserves the right to add or delete trees from this Quote.

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. **Work shall be done under traffic.** The cost of barricading, signing, cones, flagging, etc. (traffic control) shall be included in the bid.

The City Forester shall mark location of trees with a paint mark on the curb. The tree hole shall be centered between the curb and the face of sidewalk or future sidewalk which is also marked with a pink stake.

NOTIFICATION OF DAILY WORK

The Contractor shall be responsible for notifying the City Forester between 7:00 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 can be reached at (920) 323-1859. If the City Forester cannot be reached the Contractor shall call the DPW at 920-686-6550.

CLEAN-UP

The Contractor shall minimize tracking onto City streets. No sediment shall be allowed to wash into the City storm sewer system.

The Contractor shall be responsible for the collection, hauling, and disposal of all excess material from the excavation of tree holes.

The Contractor shall restore lawn areas disturbed by the tree planting.

All work shall be completed within 30 days of the sign contract and/ board approval.

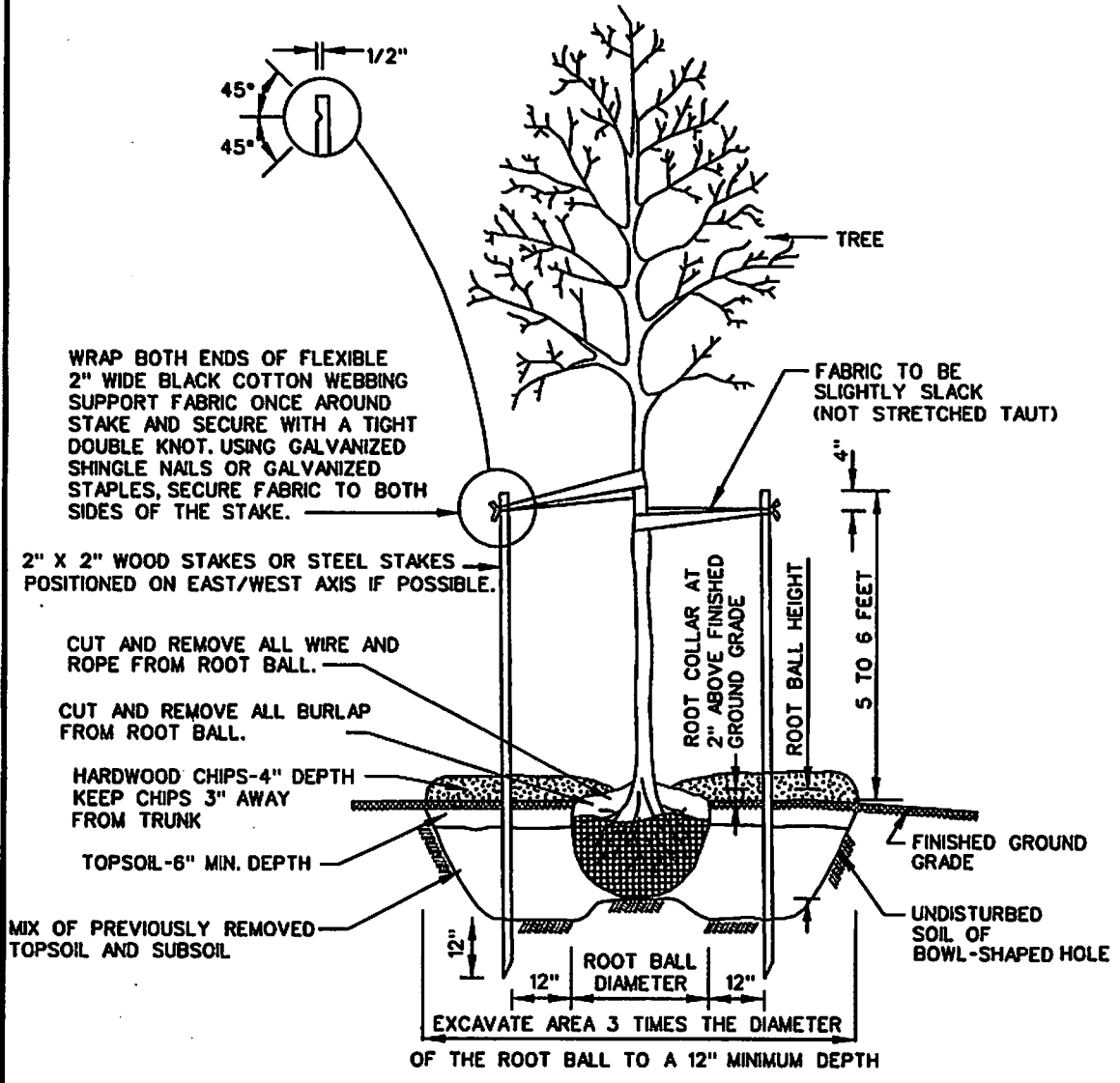
Please respond via email to bhutterer@manitowoc.org by June 21st by 4:00 p.m. We will review and contact the low bidder by June 28th for signature and notarization of contract. If approval is needed by the Board of Public Works, the work will be awarded by the Board of Public Works July 10 2024.

If you have any questions please reach out to the City Forester arehme@manitowoc.org

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30. 2509 Silveridge Drive	Princeton Elm	

* TRUNK CALIPER SHALL BE A MINIMUM OF 2.0"



NOTES:

- 1) SET ROOT BALL ONTO MOUND OF UNDISTURBED SOIL. DO NOT EXCAVATE OR DISTURB THE SOIL DIRECTLY UNDER THE ROOT BALL. SET DEPTH OF HOLE SO THE ROOT COLLAR IS 2" ABOVE FINISHED GROUND GRADE.
- 2) SCARIFY SIDES OF EXCAVATED HOLE TO 1" MINIMUM DEPTH.
- 3) SCARIFY SIDES OF ROOT BALL BEFORE BACKFILLING TO RELEASE ROOTS.

NO SCALE

STANDARD TREE PLANTING DETAIL
FOR BALLED & BURLAPPED TREES

City of Manitowoc
ENGINEERING DEPARTMENT

Rev. 4/05
Rev. 4/24

FORM NO.
701