



CITY OF MANITOWOC

WISCONSIN, USA

www.manitowoc.org

May 9, 2024

TO: Mayor and Common Council

FROM: Board of Public Works

SUBJECT: Agreement with Hartman's Towne & Country Greenhouse, Inc for 2024-2026 Flower Planting in various areas downtown

Dear Mayor and Common Council:

At the May 8, 2024 Board of Public Works meeting, the Board met to approve entering into an agreement with Hartman's Towne & Country Greenhouse, Inc for 2024-2026 flower planting in various areas downtown for a contract price, including alternates of \$14,748.90 for 2024; \$15,264.15 for 2025; and \$24,603.90 for 2026.

"Moved by Nycz, seconded by Reckelberg, to enter into the agreement. Ayes, 6. Nays, none."

Very Truly Yours,

MACKENZIE REED
Secretary Board of Public Works

CONTRACT

This contract is made and entered into this 13 day of May, 2024, by and between Hartman's Towne & Country Greenhouse, Inc., a Wisconsin corporation (hereinafter "Contractor"), located at 2021 Nagle Ave, Manitowoc Wisconsin 54220, and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

RECITALS

WHEREAS, the City seeks to beautify City Hall, Washington Park and the area of South 8th Street in the City's downtown by placement and maintenance of granite planters and hanging baskets filled with ornamental plants; and,

WHEREAS, Contractor possesses the training, experience and resources necessary to meet the City's aforementioned desires.

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 plant, fertilize, and maintain planting areas with hanging baskets and granite planters as more specifically described in the attached Exhibit A, which is incorporated into this Contract by reference. All work shall be performed in accordance with the City of Manitowoc's Standard Specifications for Public Works Construction, which are made part of this Contract and incorporated by reference.
3. Contract Price. The City agrees to pay to the Contractor for the performance of this contract as identified in Exhibit A.
4. Schedule. Contractor agrees to commence work under this Contract in the spring of each contract year with granite planter work commencing in May or sooner if conditions allow and hanging basket work commencing on a date to be coordinated by the parties.
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. 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.

7. 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.
8. Contract Notice. Per Wisconsin State Statues 62.15, a Class I Notice had been executed and published for this work on March 19, 2024.
9. 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.
10. Indemnification. 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, or its subcontractors, officers, employees, or agents.
11. 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.
12. Termination. This contract shall be effective from the date of execution and shall terminate December, 2026. Either party may terminate this Contact with ten (10) days written notice to the other party.

13. **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: Thomas N. Hartman
2021 Nagle Ave.
Manitowoc, WI 54220

The above addresses may be changed at any time by any party by giving written notice in the manner provided above.

14. **Assignment.** This Contract is not assignable without prior written consent of City.
15. **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.
16. **Amendments.** This Contract can only be amended or modified in writing and signed by the parties involved.
17. **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.
18. **Survival of Provisions.** All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
19. **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.
20. **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.
21. **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.

22. 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.
23. 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.

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Downtown Manitowoc Planting and Maintenance Contract 2024-2026

Intent: The City of Manitowoc is soliciting requests for proposals to supply flowers and plantings downtown over a three-year period. The winning contractor will supply plant material and labor as outlined in this proposal.

Over the contract period the City will be continuing investment in the number of locations of hanging baskets and planters. Please provide pricing in the alternate bid section per the approximate quantity of items listed to be installed in the year shown. By providing pricing the awarded contractor will assume, as part of the contract, annual installation of the plants through the duration of the contract term per the pricing provided within the proposal.

Please use the individual worksheets per plant location to tabulate pricing and transfer the pricing information to

Base Bid		
	Location	Cost Per One-Time Installation
	Location 1: 3'x5' Granite Planters 8th Street (63 Planters Total) Spring and Fall Install	2024: 8426.25 2025: 8426.25 2026: 8426.25
	Location 2: Burger Boat Park Clock (One Planter Total) Spring and Fall Install	2024: 747.75 2025: 747.75 2026: 747.75
	Location 3: Quay Street 48" Circular Planters (6 Planters) Spring and Fall Install	2024: 684.90 2025: 684.90 2026: 684.90
	Location 4: Washington Street Square Planters (4 Planters) Spring and Fall Install	2024: 401.00 2025: 401.00 2026: 401.00
	Location 5: Washington Park Sign Planter (1 Planter) Spring and Fall Install	2024: 215.25 2025: 215.25 2026: 215.25
	Location 6: Hanging Baskets (66 Baskets)	2024: 3778.50 2025: 3778.50 2026: 3778.50
	Total Cost 2024 (All Locations)	14253.65
	Total Cost 2025 (All Locations)	14253.65
	Total Cost 2026 (All Locations)	14253.65
	Three Year Total (All Locations)	42760.95
Alternate Bid		
Year Installed	Location	Cost Per One-Time Installation
2024	Location 7: Quay Street (8th-10th) Hanging Baskets (9 Total)	515.25
2025	Location 7: Quay Street (8th-10th) Hanging Baskets (9 Total)	515.25
2026	Location 7: Quay Street (8th-10th) Hanging Baskets (9 Total)	515.25
2026	Location 8: 10th Street Hanging Baskets (42 total)	2425.50
2026	Location 9: 10th Street: 3' x 5' Planters 10th Street (48 Total)	6420.00

	Three Year Total (All Alternate Locations)	
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Notes:

1. Include new topsoil fill for granite planters
2. Include liquid fertilizer for granite planters and hanging baskets
3. City to supply granite planters and baskets
4. Include fall change for both granite planters and hanging baskets
5. Hanging baskets and planters should be installed the last week of May, weather permitting
6. Quote should be based on quantities listed, final quantity may differ and final cost adjusted accordingly
7. Any new plantings will be rolled into planting & maintenance agreement 3-year term

Proposals must be returned by 4:30pm on Thursday November 16, 2023 to City of Manitowoc Community Development

900 Quay Street, City Hall, 2nd Floor.

OR By Email To:

kplazza@manitowoc.org

Questions may be directed to:

Kaitlin Piazza, Housing and Business Development Planner

kplazza@manitowoc.org

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Location 1: 3'x5' Granite Planters 8th Street (X) Planters Total)

	Quantity Per Planter	Size	Species	Cost Per Plant Installed
Spring	1	6"	Fountain Grass	8.25
	4	4"	Petaluma	5.00
	2	4"	Penstemon	5.00
	6	4"	Begonia	5.00
	1	4"	Calceolaria	5.00
	1	4"	Salvia	3.00
Total Cost Installed In Per Planter:				78.25
Total Cost of Installation for All Planters:				4929.75
Fall	6	9"	Mums	9.25
Total Cost Installed In Per Planter:				55.50
Total Cost of Installation for All Planters:				3476.50

Location 2: Burger Boat Park Clock (One Planter Total)

	Quantity Per Planter	Size	Species	Cost Per Plant Installed
Spring	107	4"	begonias	5.00
Total Cost Installed In Per Planter:				535.00
Total Cost of Installation for All Planters:				535.00

Fall	23	9"	Mums	9.25
Total Cost Installed In Per Planter:				212.75
Total Cost of Installation for All Planters:				212.75

Location 3: Quay Street 48" Circular Planters (6 Planters)

	Quantity Per Planter	Size	Species	Cost Per Plant Installed
Spring	1	6"	Fountain Grass	8.25
	12	4"	Begonia	5.00
Total Cost Installed In Per Planter:				68.25
Total Cost of Installation for All Planters:				409.50

Fall	3	9"	Mums	9.25
	3	8"	Kale	6.05
Total Cost Installed In Per Planter:				45.90
Total Cost of Installation for All Planters:				275.40

Location 4: Washington Street Square Planters (4 Planters)

	Quantity Per Planter	Size	Species	Cost Per Plant Installed
Spring	1	6"	Fountain Grass	8.25
	1	4"	Gaylussacia	5.00
	1	4"	Salvia	5.00
	1	4"	Begonias	5.00
	1	4"	Pittosporum	5.00
Total Cost Installed In Per Planter:				58.25
Total Cost of Installation for All Planters:				233.00

Fall	4	9"	Mums	9.25
Total Cost Installed In Per Planter:				37.00
Total Cost of Installation for All Planters:				148.00

Location 5: Washington Park Sign Planter (1 Planter)

	Quantity Per Planter	Size	Species	Cost Per Plant Installed
Spring	60	3 1/2"	Ampelers	2.20
Total Cost Installed In Per Planter:				132.00
Total Cost of Installation for All Planters:				132.00

Fall	9	9"	Mums	9.25
Total Cost Installed In Per Planter:				83.25
Total Cost of Installation for All Planters:				83.25

Location 6: Hanging Baskets (66 Baskets)

	Quantity Per Planter	Size	Species	Cost Per Plant Installed
Spring	12		Petunias	57.25
Total Cost Installed In Per Planter:				57.25
Total Cost of Installation for All Planters:				3978.50

Fall				
Total Cost Installed In Per Planter:				
Total Cost of Installation for All Planters:				

Location 7: Quay Street (8th-10th) Hanging Baskets (9 Total)

	Quantity Per Planter	Size	Species	Cost Per Plant Installed
Spring	12		Petunias	57.25
Total Cost Installed In Per Planter:				57.25
Total Cost of Installation for All Planters:				515.25

Fall				
Total Cost Installed In Per Planter:				
Total Cost of Installation for All Planters:				

Location 8: 10th Street Hanging Baskets (42 total)

	Quantity Per Planter	Size	Species	Cost Per Plant Installed
Spring	12		Petunias	57.75
Total Cost Installed In Per Planter:				57.75
Total Cost of Installation for All Planters:				2404.50

Fall				
Total Cost Installed In Per Planter:				
Total Cost of Installation for All Planters:				

Location 9: 10th Street: 3' x 5' Planters 10th Street (48 Total)

	Quantity Per Planter	Size	Species	Cost Per Plant Installed
Spring	1	6"	Fountain Grass	8.25
	4	4"	Pelargon	5.00
	2	4"	Lantana	5.00
	6	4"	Begonia	5.00
	7	4"	Calceol	5.00
	1	4"	Salvia	5.00
Total Cost Installed In Per Planter:				78.25
Total Cost of Installation for All Planters:				3756.00

Fall	6	9"	Mums	9.25
Total Cost Installed In Per Planter:				55.50
Total Cost of Installation for All Planters:				2664.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rural Mutual Insurance Company Robert Baumgartner Agency LLC 106 E Wilson St Valders WI 54245		CONTACT NAME: Robert Baumgartner PHONE (A/C No. Ext): 920-793-2710 E-MAIL ADDRESS: rbaumgartner@ruralins.com FAX (A/C No.): 920-775-0215	
INSURED Hartmans Towne& Country Greenhouse Inc. 2021 Nagle Ave Manitowoc, WI 54220		INSURER(S) AFFORDING COVERAGE INSURER A: Rural Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 15091	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL(SUBR) INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	CPPG129622	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BAPG129365	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CPPG129622	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WRK0046429	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Preparing, issuing, requesting, or requiring this certificate of insurance be altered to include false or misleading information, to purport to modify coverage provided by the underlying policy, or alter terms and conditions of notice requirements, may be an unfair marketing practice in violation of s. 628.34 (14), Wis. Stats.
CG 20 10 - ADDITIONAL INSURED - OWNERS LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION: CITY OF MANITOWOC

*OR-MR
5-14-23*

CERTIFICATE HOLDER City of Manitowoc 900 Quay St Manitowoc WI 54220	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Robert Baumgartner</i>
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COMMERCIAL PACKAGE POLICY

Policy Number: CPPG129622

COMMERCIAL GENERAL LIABILITY CLASSIFICATION SCHEDULE

CLASSIFICATION CODE	COVERAGE	RATE	ADVANCE PREMIUM
12841 FLORISTS PREMIUM BASIS: \$880,627 GROSS SALES	OTH P/CO	0.802 Included	\$706
15699 NURSERY - GARDEN PREMIUM BASIS: \$293,542 GROSS SALES	OTH P/CO	0.623 Included	\$183
OPTIONAL COVERAGES:		LIMIT	PREMIUM
CG 20 10 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION: CITY OF MANITOWOC (PLANTING FLOWERS)			\$40
CG 21 47 - EMPLOYMENT-RELATED PRACTICES EXCLUSION			Included
CG 26 01 CYBER COVERAGE INSURANCE (Premium and fees are fully earned and non-refundable) Per Claim, Regulatory Proceeding, and Privacy Breach Event Deductible- \$1,000			\$77
A. Third Party Liability Coverage		\$10,000	
B. Regulatory Proceeding Claims Expense Coverage		Included in First Party Limit	
C. First Party Privacy Breach Expense Coverage		\$10,000	
D. First Party Data Restoration Expense Coverage		\$5,000	
E. Cyber Coverage Aggregate		\$10,000	
TOTAL COMMERCIAL GENERAL LIABILITY COVERAGE PART ADVANCE PREMIUM:			\$1,006

THE ADVANCE PREMIUM BASIS OF THIS COVERAGE PART IS SUBJECT TO AN AUDIT.
ADDITIONAL OR RETURN PREMIUM MAY BE DUE.

COVERAGE ABBREVIATIONS AND SYMBOLS:

- "OTH" - HAZARDS OTHER THAN PRODUCTS/COMPLETED OPERATIONS
- "P/CO" - PRODUCTS/COMPLETED OPERATIONS
- "NOC" - NOT OTHERWISE CLASSIFIED
- "INCL" - INCLUDED