

# CITY OF MANITOWOC

WISCONSIN, USA

[www.manitowoc.org](http://www.manitowoc.org)



January 30, 2019

19-0178

CONSENT

TO: Mayor and Common Council  
FROM: Board of Public Works  
SUBJECT: AGMT-19-02 Contract with Chris Lewis Tree Surgery

Dear Mayor and Common Council:

At the January 23, 2019 Board of Public Works meeting, the Board met to approve entering into a contract with Chris Lewis Tree Surgery for 2019 Ash Tree Removal at various locations, AGMT-19-02, for a contract price of \$11,625.00.

"Moved by Alderman Lee Kummer, seconded by Director of Public Infrastructure Dan Koski, and unanimously carried to enter into the contract. Ayes, 6. 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](mailto:dneuser@manitowoc.org)

CONTRACT

This contract is made and entered into this 23 day of Jan, 2019, 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 15 Ash Trees at various locations 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 \$11,625.00.
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, 2019
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 21, 2019.
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.

[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

Chris Lewis Tree Surgery LLC  
Name of Proprietor or Partnership

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Sole Proprietor or Partner (Seal)

By: \_\_\_\_\_ (Seal)  
President

Trina L. Satrian (Seal)  
Partner

Attest: \_\_\_\_\_

Christopher R. Hoff (Seal)  
Partner

CORPORATE SEAL

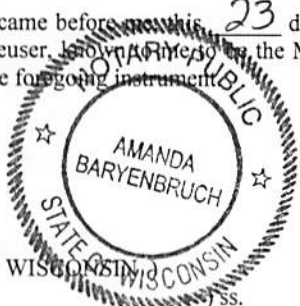
CITY OF MANITOWOC

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

Attest: Deborah Neuser  
Deborah Neuser, City Clerk

STATE OF WISCONSIN )  
) ss.  
MANITOWOC COUNTY )

Personally came before me, this 23 day of Jan, 2019, the above named Justin M. Nickels and Deborah Neuser, Mayor and City Clerk of the City of Manitowoc and acknowledge they executed the foregoing instrument.



Amanda Baryenbruch  
Amanda Baryenbruch  
Notary Public Manitowoc County, WI  
My commission (expires)(is) 9-12-2021

STATE OF WISCONSIN )  
) ss.  
MANITOWOC COUNTY )

Personally came before me, this 21st day of January, 2019, the above named Chris Lewis, Owner for Chris Lewis Tree Surgery and acknowledge they executed the foregoing instrument.

Jamie Lambrecht  
Jamie Lambrecht  
Notary Public Manitowoc County, WI  
My commission (expires)(is) 10-18-2022

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

\*\*\*\*\*

ITEM #	TREE LOCATION	TREE DIAMETE	UNITS	BID QTY	UNIT PRICE	TOTAL
<b>CITY PARKS ASH TREE REMOVALS</b>						
1.	1716 HAMILTON STREET - 4 TREES 15", 16", 16" AND 17" DBH	15"	EA	1	250.00	250.00
		16"	EA	2	250.00	500.00
		17"	EA	1	300.00	300.00
2.	917 SOUTH 20TH STREET	20"	EA	1	600.00	600.00
3.	1901 FRANKLIN STREET	18"	EA	1	450.00	450.00
4.	910 SOUTH 19TH STREET	21"	EA	1	900.00	900.00
5.	920 SOUTH 19TH STREET	20"	EA	1	600.00	600.00
6.	928 SOUTH 19TH STREET	23"	EA	1	900.00	900.00
7.	930 SOUTH 19TH STREET	19"	EA	1	750.00	750.00
8.	911 SOUTH 18TH STREET	22"	EA	1	600.00	600.00
9.	903 SOUTH 18TH STREET	21"	EA	1	450.00	450.00
10.	1908 MARSHALL STREET	36"	EA	1	1200.00	1200.00
11.	1003 SOUTH 18TH STREET	16"	EA	1	300.00	300.00
12.	1226 SOUTH 17TH STREET	20"	EA	1	375.00	375.00
13.	1115 WASHINGTON STREET - 4 TREES 17", 24", 26", 26" DBH	17"	EA	1	300.00	300.00
		24"	EA	1	750.00	750.00
		26"	EA	2	1200.00	2400.00
					<b>TOTAL</b>	<b>11,625.00</b>

Chris Lewis Tree Surgery  
 920-682-5621  
 920-860-1956  
 Lewis@lakefield.net

**CITY OF MANITOWOC – PARKS DEPT  
2019 Ash Tree Removal  
*Request for Quote***

**SPECIAL PROVISIONS & CONDITIONS**

**INTENT AND SCOPE**

This project consists of removing Green 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 Parks Division and Department of Public Infrastructure as well as the City Forester. **All work on tree removals shall be completed by April 30<sup>th</sup> 2019.**

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 as well as one (1) city park.

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 weather on the street of 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](http://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.

## Manitowoc Ash Tree Removals for 2019

1. 1716 Hamilton St.-	4 trees 15",16",16",17" DBH
2. 917 S. 20 <sup>th</sup> St.	20" DBH
3. 1901 Franklin St.	18" DBH
4. 910 S. 19 <sup>th</sup> St.	21" DBH
5. 920 S. 19 <sup>th</sup> St.	20" DBH
6. 928 S. 19 <sup>th</sup> St.	23" DBH
7. 930 S. 19 <sup>th</sup> St.	19" DBH
8. 911 S. 18 <sup>th</sup> St.	22" DBH
9. 903 S. 18 <sup>th</sup> St.	21" DBH
10. 1908 Marshall St.	36" DBH
11. 1003 S. 18 <sup>th</sup> St.	16" DBH
12. 1226 S. 17 <sup>th</sup> St.	20" DBH
13. 1115 Washington St. -Washington Park	4 trees 17", 24", 26", 26" DBH

Total of 19 trees for Contractor removal

All Ash trees marked with pink paint visible from the street side. (Washington Park Ash trees painted on backside ).

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 wood shall be hauled and dropped off at the City Gravel Pit located at 3130 Hecker Road, and 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. The Contractor shall submit a list of loads hauled.

### 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 4<sup>th</sup>, 2018 at 3:00 p.m.

#### ***Al Rehme***

City Forester, City of Manitowoc Department of Public Infrastructure  
[arehme@manitowoc.org](mailto:arehme@manitowoc.org)  
office 686-3081, cell 920-323 1859

#### ***Chad Scheinoha***

Division Manager, City of Manitowoc Department of Public Infrastructure  
[cscheinoha@manitowoc.org](mailto:cscheinoha@manitowoc.org)  
920-374-0402