



# CITY OF MANITOWOC

WISCONSIN, USA

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

May 5, 2025

TO: Mayor and Common Council

FROM: Board of Public Works

SUBJECT: AGMT-25-04 with Lakeland Landscape, Inc.

Dear Mayor and Common Council:

At the April 30, 2025 Board of Public Works meeting, the Board met to approve entering into AGMT-25-04, to plant trees on Reed Avenue between N 8<sup>th</sup> Street and Hamann Road 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 Nycz, seconded by Beeman, to approve 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 5<sup>th</sup> day of May, 2025, 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 on Reed Avenue between N. 8<sup>th</sup> St. and Hamann Rd. 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 **\$12,650.00**.
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 **November 21, 2025**.
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 April 28, 2025.
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 Contract 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**

\_\_\_\_\_  
Name of Proprietor or Partnership

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

\_\_\_\_\_  
Partner (Seal)

\_\_\_\_\_  
Partner (Seal)

\_\_\_\_\_  
Partner (Seal)

\_\_\_\_\_  
Partner (Seal)

\_\_\_\_\_  
Partner

**CORPORATION**

Lakeland Landscape Inc  
Name of Corporation

By: Tim Krueger (Seal)  
President

Attest:

\_\_\_\_\_  
Secretary

CORPORATE SEAL

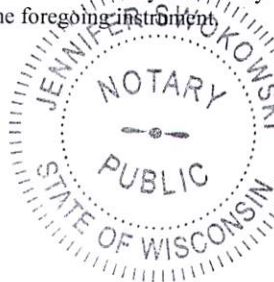
**CITY OF MANITOWOC**

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

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

STATE OF WISCONSIN )  
 ) ss.  
MANITOWOC COUNTY )

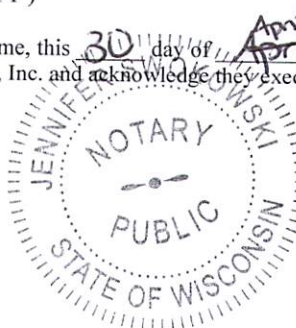
Personally came before me, this 5 day of May, 2025, the above named Justin M. Nickels and Mackenzie Reed, known to me to be the Mayor and City Clerk/Deputy Treasurer of the City of Manitowoc and acknowledge they executed the foregoing instrument.



Jennifer Swokowski  
Jennifer Swokowski  
Notary Public Manitowoc County, WI  
My commission (expires)(is) 11-26-28.

STATE OF WISCONSIN )  
 ) ss.  
MANITOWOC COUNTY )

Personally came before me, this 30 day of April, 2025, the above named Tim Krueger, President, for Lakeland Landscape, Inc. and acknowledge they executed the foregoing instrument.



Jennifer Swokowski  
Jennifer Swokowski  
Notary Public Manitowoc County, WI  
My commission (expires)(is) 11-26-28.

"EXHIBIT A"



**LAKELAND**  
LANDSCAPE

4141 Viebahn Street, Manitowoc WI 54220

920-682-5707

# 2025 CITY OF MANITOWOC TREE PLANTING

RECEIVED

MAR 31 2025

CITY OF MANITOWOC  
ENGINEERING

Tim – [lakelandlandscape1@gmail.com](mailto:lakelandlandscape1@gmail.com)  
920-374-8712

Ryan – [lakeland0422@gmail.com](mailto:lakeland0422@gmail.com)  
920-374-6266

## PROPOSAL FOR

QUOTE 25-04

## 2025 TREE PLANTING FOR REED AVENUE

CITY OF MANITOWOC

\* PLEASE LIST ALTERNATES UNDER EACH ITEM IF APPLICABLE \*

ITEM NO.	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL
1.	STREET KEEPER HONEY LOCUST TREE - 1.75" CALIPER	EACH	3	550	1650
1.A.					
2.	IVORY SILK LILAC TREE - 1.75" CALIPER	EACH	1	550	550
2.A.					
3.	AUTUMN BRILLIANCE SERVICEBERRY TREE - 1.75" CAL.	EACH	2	550	1100
3.A.					
4.	PINK PLAIR CHERRY FRUITLESS TREE 1.75" CALIPER	EACH	1	550	550
4.A.					
5.	YELLOW WOOD TREE - 1.75" CALIPER	EACH	3	550	1650
5.A.					
6.	HACKBERRY PRAIRIE SENTINEL TREE - 1.75" CALIPER	EACH	2	550	1100
6.A.					
7.	THORNLESS COCKSPUR HAWTHORN TREE - 1.75" CAL.	EACH	1	550	550
7.A.					
8.	RIVER BIRCH SINGLE STEM TREE - 1.75" CALIPER	EACH	1	550	550
8.A.					
9.	GREENSPIRE LINDEN TREE - 1.75" CALIPER	EACH	1	550	550
9.A.					
10.	MAGYAR GINKO TREE - 1.75" CALIPER	EACH	2	550	1100
10.A.					
11.	KENTUCKY COFFEE TREE - 1.75" CALIPER	EACH	2	550	1100
11.A.					
12.	AMERICAN HOPHORNBEAM TREE - 1.75" CALIPER	EACH	2	550	1100
12.A.					



13.	LONDON PLANE TREE - 1.75" CALIPER	EACH	2	550	1100
13A					
	TOTAL TREES		23		
TOTAL PROPOSAL				12,650	

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

Company Name Lakeland Landscape Inc.

Authorized Signature Tim Kyr

Date: 3-31-25

## **SPECIAL PROVISIONS AND CONDITIONS**

### **INTENT AND SCOPE**

This project consists of furnishing and planting trees of the species specified, at the locations designated on the plans or as directed by the City Engineer and/or City Forester.

All work shall be performed according to the plans and specifications, and to the satisfaction of the City Engineer.

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.

### **PROJECT STREET**

#### **1. Reed Avenue – North 8<sup>th</sup> Street to Hamann Road**

### **COMPLETION DATES**

All work included in Quote # 25-04 shall be completed on or before November 21, 2025.

The Contractor shall not begin tree plantings until the City of Manitowoc's paving Contractor has completed all other street work and the City Engineer has accepted the work.

Failure to meet the Completion Date listed above will result in the assessment of Liquidated Damages and Inspection Fees for Late Work.

The time limit for filing the executed contract and performance bond is 10 days from the time the City notified the Bidder in writing that he is the successful bidder.

### **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).

This sum shall be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the Owner from the Contractor by reason of inconvenience to the public and other items which have caused an expenditure of public funds resulting from his failure to complete the work within the time specified in the contract.

### **INSPECTION FEES FOR LATE WORK**

The Contractor shall be liable for extra inspection charges the Owner incurs due to the Contractor's failure to meet the specified completion date(s).

**For every working day** of delay in completion of the work beyond the time specified, unless extended by written agreement, there shall be deducted from any monies due the Contractor the sum of **Two-Hundred Twenty-Five Dollars (\$225)** for inspection fees incurred as a result of the late work.

### **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 unit price bid per each tree.

### **TREE SET BACKS**

1. **Reed Avenue – North 8<sup>th</sup> St. to Hamann Rd.- 3.0 feet behind the curb and 3.5 feet behind curb. See dimensions on plan for existing 4' sidewalk width or 5'4" sidewalk width for setbacks and centered on terrace.**

### **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 mulch shall consist of shredded bark, wood chips, peat moss, or other suitable material that is substantially free of noxious weed seeds and objectionable foreign material. Costs for obtaining, hauling, stockpiling, and placing of mulch shall be included in the unit price bid per each tree.

## **MATERIALS**

**All tree species shall be 1.75-Inch caliper size.**

**All tree species I.D. tags shall remain on the trees after planting.**

Tree planting materials shall be nursery grown stock with well formed root systems and free from injurious insects, plant diseases, and other plant pests.

All trees shall be of the specified size and species, unless the changes are pre-approved by the Engineer.

The City Engineer and/or 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.

**Any questions from abutting property owners regarding the location or species of trees to be planted shall be directed to the City Forester at (920) 323-1859 or the City Engineer’s Office at (920) 686-6910.**

**All species of trees in the “Item Description” has an Alternate under each specified tree in the Proposal if applicable. The Alternate is intended for any availability of the species of trees specified in the proposal/plans.**

## **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 Engineering Department at (920) 686-6910.**

## **TREE LAYOUT**

Trees shall have the following minimum offsets:

1. 30 feet from any street corner.
2. 20 feet from a streetlight or utility pole.

3. 10 feet from a fire hydrant.
4. 10 feet from a manhole.
5. 10 feet from a gas, water, or sewer lateral.
6. 10 feet from a driveway flare.

### **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.

### **WATERING**

**The Contractor shall water the newly planted the trees for the first 14 days. The Contractor shall water a minimum of 2 times for each newly planted tree, with a minimum of 15 gallons per tree every time watered.**

### **TREE BRACING**

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.

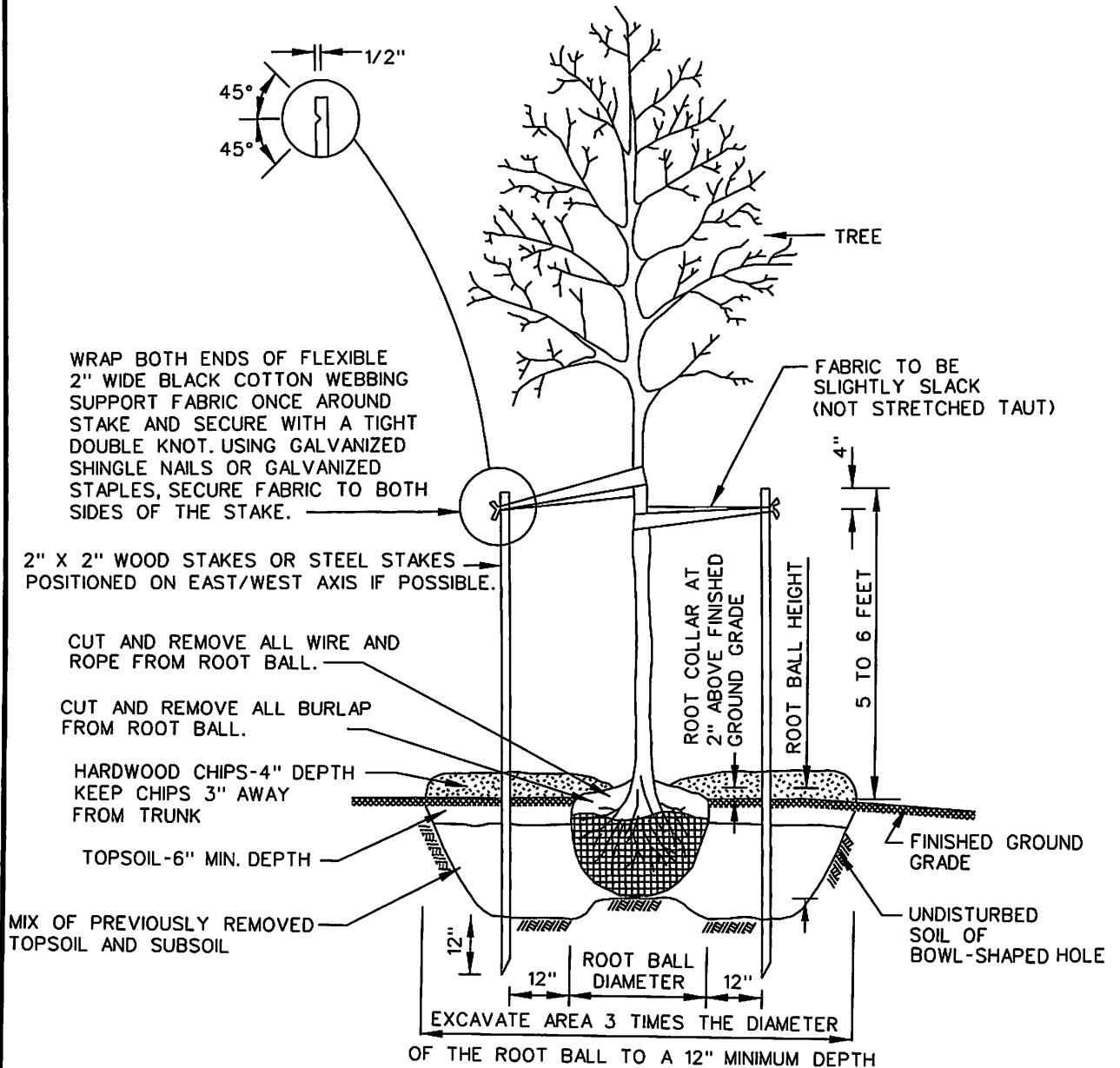
### **ACCEPTANCE OF TREES**

Final inspection of the trees shall be made after all the plantings are completed and all trees meet species and size requirements. The trees shall be accepted and measured for final payment at the unit price bid per each tree.

**A One-Year Warranty shall be required for all trees.**



\* TRUNK CALIPER SHALL BE A MINIMUM OF 1.75"



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  
Rev. 3/25

FORM NO.  
701