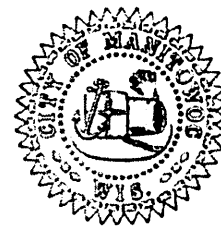




# CITY OF MANITOWOC

WISCONSIN, USA  
www.manitowoc.org



February 3, 2021

TO: Mayor and Common Council  
FROM: Board of Public Works  
SUBJECT: AGMT-21-02 Contract with LeMahieu Tree Service

Dear Mayor and Common Council:

At the January 20, 2021 Board of Public Works meeting, the Board met to approve entering into a contract with LaMahieu Tree Service for 2021 Ash Tree Removal at various locations, AGMT-21-02, for a contract price of \$19,950.00

“Moved by Alderperson John Brunner, seconded by City Attorney Kathleen McDaniel, unanimously carried to enter into the agreement. Ayes, 7. Nays, none.”

Very Truly Yours,

MACKENZIE REED-KADOW  
Secretary Board of Public Works

**CONTRACT**

This contract is made and entered into this 22<sup>nd</sup> day of January, 2021, by and between LeMahieu Tree Service (hereinafter "Contractor"), located at N2620 County Road GW, Oostburg, WI 53070 and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

**RECITALS**

**WHEREAS**, LeMahieu Tree Service located at N2620 County Road GW, Oostburg, WI 53070, intends to cut and remove 24 Ash Trees at various locations within the City of Manitowoc for the 2021 Ash Tree Removal Program as outlined in "Exhibit A", LeMahieu Tree Service Proposal and in "Exhibit B" City of Manitowoc's Special Provisions and Conditions.

**WHEREAS**, LeMahieu Tree Service has the ability to perform the required ash 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 **\$19,950.00**.
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 **May 1, 2021**.
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 20, 2021.
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:** LeMahieu Tree Service  
N2620 County Road GW  
Oostburg, WI 53070

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**

\_\_\_\_\_  
Name of Proprietor or Partnership  
\_\_\_\_\_  
Sole Proprietor or Partner (Seal)  
\_\_\_\_\_  
Partner (Seal)  
\_\_\_\_\_  
Partner (Seal)

\_\_\_\_\_  
Name of Corporation  
By: Michael J. L. Mal (Seal)  
President  
Attest: \_\_\_\_\_

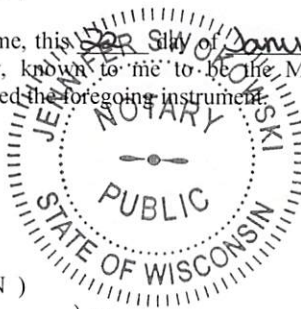
CORPORATE SEAL

**CITY OF MANITOWOC**

By: Justin M. Nickels  
Justin M. Nickels, Mayor  
Attest: Mackenzie Reed-Kadow  
Mackenzie Reed-Kadow, City Clerk

STATE OF WISCONSIN )  
 ) ss.  
MANITOWOC COUNTY )

Personally came before me, this 22 day of January, 2021, the above named Justin M. Nickels and Mackenzie Reed-Kadow, known to me to be the Mayor and City Clerk of the City of Manitowoc and acknowledge they executed the foregoing instrument.



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

STATE OF WISCONSIN )  
 ) ss.  
SHEBOYGAN COUNTY )

Personally came before me, this 19 day of January, 2021, the above named Mike LeMahieu, Owner for LeMahieu Tree Service and acknowledge they executed the foregoing instrument.



Jennifer Swkowski  
Jennifer Swkowski  
Notary Public Sheboygan County, WI  
My commission (expires)(is) 11-26-24

**LEMAHIEU TREE SERVICE  
2021 ASH TREE REMOVAL BID PROPOSAL**

Item #	Item Description	UoM	Qty	Unit Price
--------	------------------	-----	-----	------------

**TREE AND STUMP REMOVAL**

1.	1311 SOUTH 31ST STREET	ID	20"	\$ 850.00
2.	1311 SOUTH 31ST STREET	ID	20"	\$ 850.00
3.	1311 SOUTH 31ST STREET	ID	19"	\$ 850.00
4.	1311 SOUTH 31ST STREET	ID	17"	\$ 450.00
5.	1311 SOUTH 31ST STREET	ID	13"	\$ 300.00
6.	1307 SOUTH 31ST STREET	ID	23"	\$ 950.00
7.	1237 SOUTH 31ST STREET	ID	27"	\$ 1,500.00
8.	816 SOUTH 18TH STREET	ID	21"	\$ 700.00
9.	810 SOUTH 19TH STREET	ID	21"	\$ 800.00
10.	811 SOUTH 19TH STREET	ID	25"	\$ 800.00
11.	818 SOUTH 19TH STREET	ID	24"	\$ 800.00
12.	1411 SOUTH 19TH STREET	ID	34"	\$ 2,100.00
13.	2001 WESTERN AVENUE	ID	24"	\$ 700.00
14.	719 SOUTH 20TH STREET	ID	25"	\$ 900.00
15.	2000 CLARK STREET	ID	23"	\$ 900.00
16.	1815 CLARK STREET	ID	19"	\$ 800.00
17.	1608 CLARK STREET	ID	23"	\$ 850.00
18.	2516 WOLLMER STREET	ID	18"	\$ 500.00
19.	1202 GREEN STREET	ID	23"	\$ 800.00
20.	1218 PHILIPPEN STREET	ID	29"	\$ 900.00
21.	629 NORTH 4TH STREET	ID	35"	\$ 1,000.00
22.	633 NORTH 4TH STREET	ID	13"	\$ 200.00
23.	819 NORTH 6TH STREET	ID	31"	\$ 950.00
24.	1810 COLUMBUS STREET	ID	28"	\$ 500.00

(MAPLE)  
(MAPLE)

**TOTAL**

\$ 19,950.00

**City of Manitowoc 2021 Ash Tree Removal  
Request for Quote**

**SPECIAL PROVISIONS & CONDITIONS**

**INTENT AND SCOPE**

This project consists of removing infected 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 Department of Public Infrastructure as well as the City Forester.

**STARTING AND COMPLETION DATES**

**RFQ's are due on or before January 7, 2021.**

**No work shall start prior to the full execution of this agreement or prior to receiving the “Notice to Proceed from the City”. All work on tree removals shall be completed on or before May 1<sup>st</sup>, 2021.**

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.

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 their 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.

**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 ( \$100.00 ). 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 from the failure to complete the work within the time specified in the contract.

### **NOTIFICATION OF DAILY WORK**

The Contractor shall be responsible for notifying the City Forester between 7:00 a.m. and 8:00 a.m. daily to report the location where the crew(s) will be working. The Contractor shall call between 7:00 a.m. and 4:30 p.m. to report the next day's schedule. **The City Forester is Al Rehme and can be contacted at (920) 323-1859.**

### **WORK HOURS AND CONDITIONS**

Hours of work shall be at the discretion of the Contractor. However, no work shall start before 7:00 a.m. and be completed by 5:00 p.m. each day. No work shall be performed on Sundays and Holidays.

The Contractor shall plan his operation so snowy/winter weather does not hamper the tree removal operation and affect the City's snow plowing or removal operations on a daily basis.

### **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 or 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.

### **CLEAN UP AND WORKMANSHIP**

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.

**No obstruction to vehicular or pedestrian traffic shall remain after the end of the daily work period.**

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

### **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.

## City of Manitowoc Ash Tree Removals for 2021

### Contractors List

<u>Address</u>	<u>Quantity</u>		<u>Tree DBH</u>
1. 1311 S. 31 <sup>st</sup> St.	1		20"
2. 1311 S. 31 <sup>st</sup> St.	1		20"
3. 1311 S. 31 <sup>st</sup> St.	1		19"
4. 1311 S. 31 <sup>st</sup> St.	1		17"
5. 1311 S. 31 <sup>st</sup> St.	1		13"
6. 1307 S. 31 <sup>st</sup> St.	1		23"
7. 1237 S. 31 <sup>st</sup> St.	1		27"
8. 816 S. 18 <sup>th</sup> St.	1		21"
9. 810 S. 19 <sup>th</sup> St.	1		21"
10. 811 S. 19 <sup>th</sup> St.	1		25"
11. 818 S. 19 <sup>th</sup> St.	1		24"
12. 1411 S. 19 <sup>th</sup> St.	1		34"
13. 2001 Western Ave.	1		24"
14. 719 20 <sup>th</sup> St.	1		25"
15. 2000 Clark St.	1		23"
16. 1815 Clark St.	1		19"
17. 1608 Clark St.	1		23"
18. 2516 Wollmer St.	1		18"
19. 1202 Green St.	1		23"
20. 1218 Philipen St.	1		29"
21. 629 N. 4 <sup>th</sup> St.	1		35"
22. 633 N. 4 <sup>th</sup> St.	1		13"
23. 819 N. 6 <sup>th</sup> St.	1	Maple	31"
24. 1810 Columbus St.	1	Maple	28"

A total of 24 trees for Contractor removal.

All Ash trees marked for removal will be with pink paint visible from the street side with a pink X on the tree. 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 limb wood shall be chipped and removed from each location on a daily basis with the chips being hauled and dropped off at the Manitowoc County Recycling Center located @ 3000 Basswood Rd, Manitowoc WI. All remaining wood shall be hauled to the City of Manitowoc's Gravel Pit @ 3130 Hecker Rd.

### 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 7, 2021 at 3pm. 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 Billy Hutterer, Division Manager, City of Manitowoc Department of Public Infrastructure. [bhutterer@manitowoc.org](mailto:bhutterer@manitowoc.org), 920-323-7842.