

**Tree Removal Contract**  
**City of Waukesha – Limb Walkers Tree Service, LLC.**

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to as the City; and Limb Walkers Tree Service, LLC., W216S10898 Crowbar Dr., Muskego, Wisconsin 53150, referred to as Contractor. Together the City and Contractor are referred to as the Parties.

**Recitals**

The City requires the removal of certain trees in certain designated parks in the City, and has determined that Contractor is qualified to perform the work. Contractor is willing to perform the construction work.

Now, therefore, the City and Contractor agree and contract as follows:

1. **Contractor Work.** Contractor shall perform the following Work:
  - a. Provision of all labor, materials, tools and equipment required for the removal of 52 trees designated in the attached Schedule 1, the disposal of all wood, brush, logs, sawdust, and chips at sites designated by the City.
  - b. The Work shall be done according to the standards and specifications shown in Schedule 2.
2. **Payment.** The City shall pay Contractor a total amount of Thirteen Thousand Five Hundred and Seventy-Seven Dollars (\$13,577.00), upon Contractor's completion of the Work.
3. **Time.** Contractor shall commence the Work as promptly after execution of this Contract as is possible, and shall complete the Work no later than March 29, 2019, subject only to delays for circumstances beyond Contractor's control, provided Contractor recommences work promptly upon the return of normal circumstances.
4. **Indemnification.** Contractor shall indemnify and hold the City harmless from any and all claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind arising out of, or connected in any way with, Contractor's negligence or intentional acts in connection with the performance of the Work, including court costs and actual attorney fees.
5. **Insurance.** Contractor shall maintain insurance of the following kinds and for not less than the following limits, at Contractor's sole expense, at all times during the performance of the Work. Policies shall be occurrence, and not claims-made, policies. Contractor shall obtain an endorsement making the City an additional insured and loss payee, and Contractor's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Contractor shall deliver a certificate of insurance to City showing that all requirements of this section are met.
  - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
  - b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
  - c. Umbrella, \$5,000,000.
  - d. Worker compensation, statutory requirements.
6. **Assignment Prohibited.** This Contract, and the Contractor's responsibility to perform the Work under this Contract, may not be assigned by the Contractor without the City's written consent.
7. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.

8. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
9. **Corporate Authorization.** The individuals executing this Contract on behalf of the Contractor warrant and represent that they are duly authorized to bind the Contractor to this Contract. Contractor warrants and represents that the execution of this Contract is not prohibited by the Contractor's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Contractor shall provide proof upon request.
10. **Adequacy of Consideration.** The Parties acknowledge that the consideration expressed in this Contract is adequate and sufficient to make the obligations contained in this Contract binding upon the Parties.
11. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
12. **Integration.** This Contract embodies the entire agreement of the Parties with respect to the subject matter expressed herein. All other inconsistent agreements and understandings of the Parties with respect only to the subject matter expressed herein are superseded and are unenforceable.
13. **Amendments.** No amendments, additions, or changes of any kind to this Contract will be valid unless in writing and signed by all of the Parties to this Contract.

**City of Waukesha**

\_\_\_\_\_  
 By Shawn N. Reilly, Mayor  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Attested by Gina L. Kozlik, City Clerk  
 Date: \_\_\_\_\_

To certify that funds are provided for payment:

\_\_\_\_\_  
 Richard L. Abbott, Director of Finance  
 Date: \_\_\_\_\_

**Limb Walkers Tree Service**

\_\_\_\_\_  
 By  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## Schedule 1

**Park Tree Removals**

<b>SiteID</b>	<b>Address</b>	<b>Tree</b>	<b>SPECIES</b>	<b>Size</b>	<b>Remarks</b>
PropAddress: Frame Park					
#29287	Frame Park	3	Ash, Marshall	27"	Between Paths S of Arbor
#29288	Frame Park	4	Ash, Marshall	21"	Between Paths S of Arbor
#32318	Frame Park	101	Maple, Silver	35"	First tree from North
#32319	Frame Park	102	Ash, Green	14"	5 ash adjacent to first pier
#32320	Frame Park	103	Ash, Green	12"	5 ash adjacent to first pier
#32321	Frame Park	104	Ash, Green	19"	5 ash adjacent to first pier
#32322	Frame Park	105	Ash, Green	10"	5 ash adjacent to first pier
#32323	Frame Park	106	Ash, Green	15"	5 ash adjacent to first pier
#32324	Frame Park	107	Poplar	43"	1/2 Dead
#32325	Frame Park	108	Ash, Green	15"	Just Before Large Arbor
#32326	Frame Park	109	Ash, Green	6"	Just before large arbor, Small over path
#32327	Frame Park	110	Ash, Green	14"	Just Before Large Arbor
#32328	Frame Park	111	Ash, Green	12"	
#32329	Frame Park	112	Ash, Green	12"	
#32331	Frame Park	114	Boxelder	8"	Dead

SiteID	Address	Tree	SPECIES	Size	Remarks
#32332	Frame Park	115	Ash, Green	14"	
#32333	Frame Park	113	Ash, Green	16"	
#32334	Frame Park	116	Ash, Green	21"	
#32335	Frame Park	117	Ash, Green	14"	
#32336	Frame Park	118	Boxelder	10"	
#32337	Frame Park	119	Boxelder	11"	
#32338	Frame Park	120	Ash, Green	14"	
#32339	Frame Park	121	Ash, Green	17"	
#32340	Frame Park	122	Ash, Green	14"	
#32341	Frame Park	123	Ash, Green	12"	
#32342	Frame Park	124	Ash, Green	23"	
#32343	Frame Park	125	Ash, Green	14"	
#32344	Frame Park	126	Ash, Green	14"	
#32345	Frame Park	127	Ash, Green	8"	
#32346	Frame Park	128	Ash, Green	13"	
#32347	Frame Park	129	Boxelder	8"	
#32348	Frame Park	130	Ash, Green	11"	By Catalpa
#32349	Frame Park	131	Ash, Green	10"	3 Large Ash
#32350	Frame Park	134	Ash, White	28"	
#32351	Frame Park	136	Mulberry	16"	Remove to get to ash

SiteID	Address	Tree	SPECIES	Size	Remarks
#32352	Frame Park	137	Ash, Green	29"	
#32353	Frame Park	138	Ash, Green	7"	Over path X from white pine
#32354	Frame Park	140	Ash, Green	13"	Over path X from white pine
#32355	Frame Park	141	Ash, Green	10"	Over path X from white pine
#32356	Frame Park	142	Ash, Green	31"	Large, N of APA's
#32357	Frame Park	143	Ash, Green	10"	8 Behind APA's
#32358	Frame Park	144	Ash, Green	14"	8 Behind APA's
#32359	Frame Park	145	Ash, Green	11"	8 Behind APA's
#32360	Frame Park	146	Ash, Green	9"	8 Behind APA's
#32361	Frame Park	147	Ash, Green	6"	8 Behind APA's
#32362	Frame Park	148	Ash, Green	7"	8 Behind APA's
#32363	Frame Park	149	Ash, Green	7"	8 Behind APA's
#32364	Frame Park	150	Ash, Green	6"	8 Behind APA's
#32365	Frame Park	132	Ash, Green	9"	
#32366	Frame Park	133	Ash, Green	7"	
#32367	Frame Park	135	Mulberry	15"	1/2 Dead
#32368	Frame Park	139	Mulberry	15"	Over path X from white pine

52 Total Trees

15 Av.

Average:  
Count:52 Total Trees

15 Av.

# Schedule 2

## DETAILED SPECIFICATIONS FOR REMOVAL OF TREES

1. All work shall conform to the most recent version of ANSI Z133.1.
2. The work shall consist of removing approximately fifty-two (52) trees from Frame Park.
3. Locations: A list and maps of trees to be removed are attached within these documents, and a detailed list will be supplied to the successful bidder after quote award.
4. Large pieces are to be roped down to avoid damaging other trees, sidewalks, streets, turf, irrigation, headstones, buildings and other infrastructure.
5. The Contractor shall remove and clean the area of all branches, twigs and areas of large sawdust accumulation that were directly related to the tree removal prior to the end of the day and leaving the site as clean as pre-work conditions. This will be performed even if the stump is to be removed at a future date.
6. The City shall designate a site to drop off logs and dump chips. The City will be responsible for both the logs and chips after they are dumped at the designated sites.
7. Each work site shall be cleaned completely of all branches, twigs, chips and sawdust by raking thoroughly on lawn areas, and by sweeping of bike paths and sidewalks. All ruts in lawn area will be restored by the contractor. Ideally this is winter work and should be completed when ground is frozen.
8. The diameter of trees shall be measured at four (4) feet above ground level and the cost per inch agreed on shall be applied to that measurement to arrive at the cost for removal.
9. For Frame Park removals, trees #101, #107 and #142 are only required to be topped to a height of 25'-0".

Orthophoto2010  
Red: Band\_1  
Green: Band\_2  
Blue: Band\_3

Tree Sites  
Inactive  
Active

Intersections

City Limits

Street Name Labels

Railroads

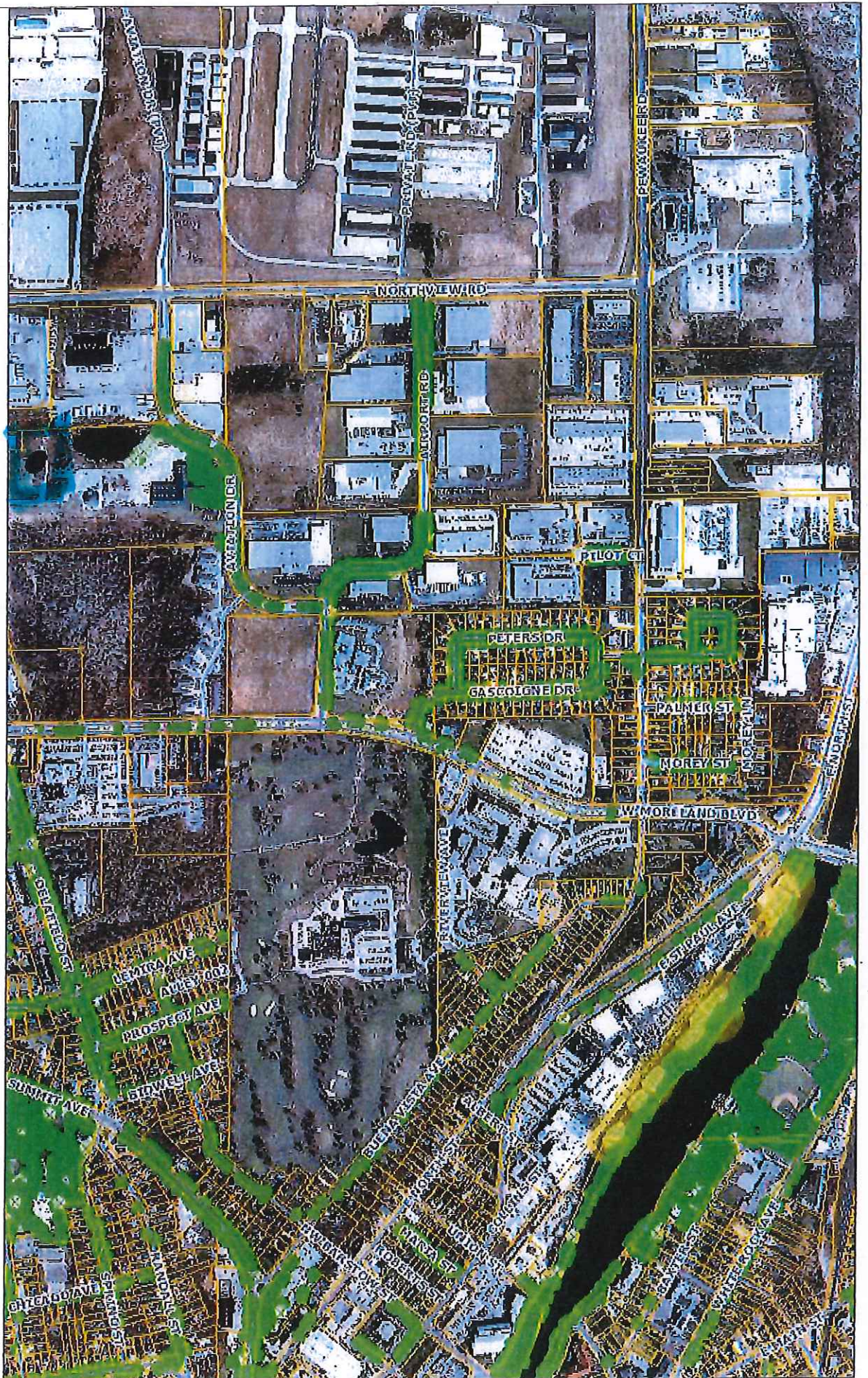
Major Roads

Centerlines

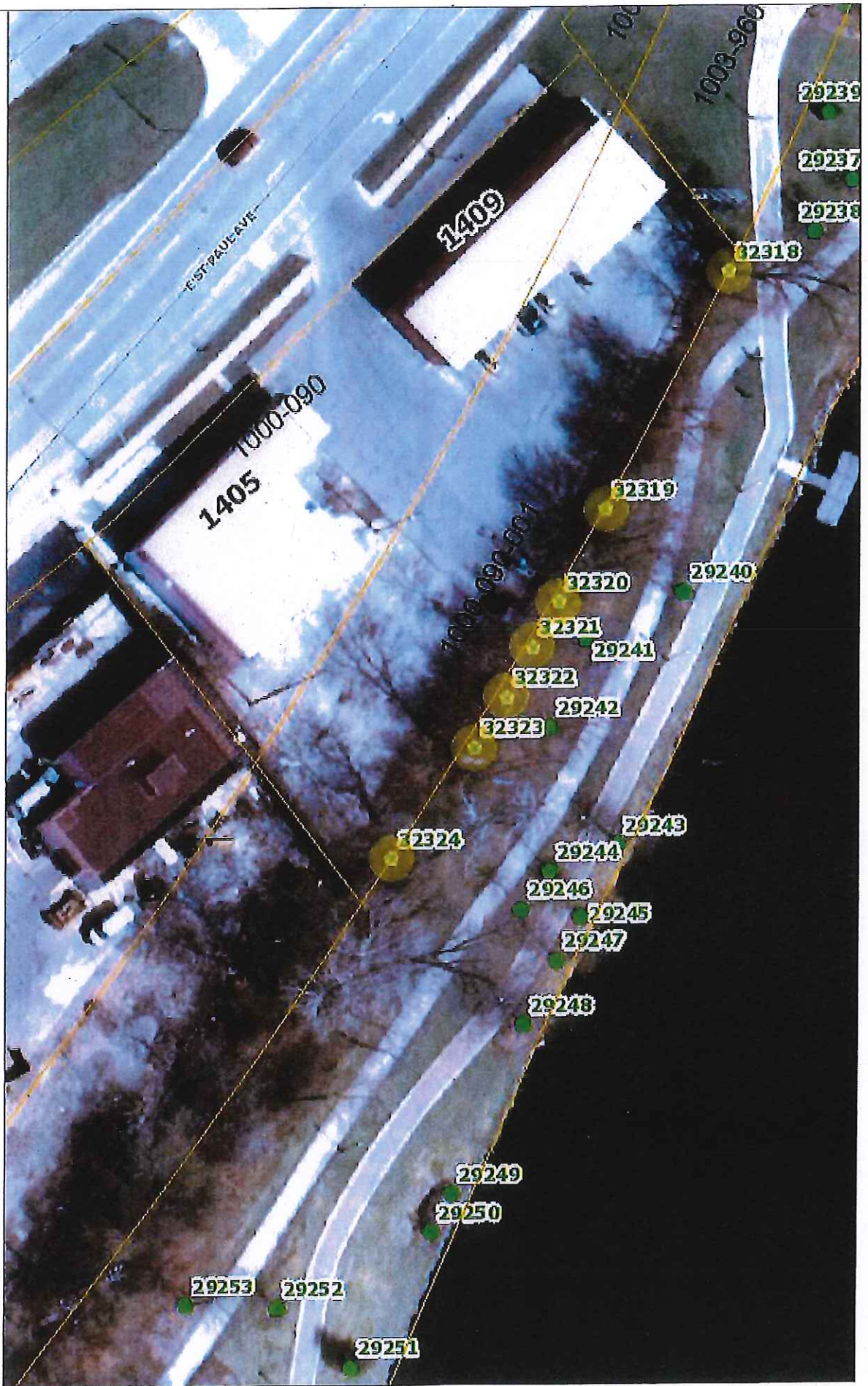
City Buildings

Buildings

Parcels



- Orthophoto2018
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3
- Tree Sites
- Active
- Intersections
- City Limits
- Street Name Labels
- Railroads
- Major Roads
- Centerlines
- City Buildings
- Buildings
- Parcels

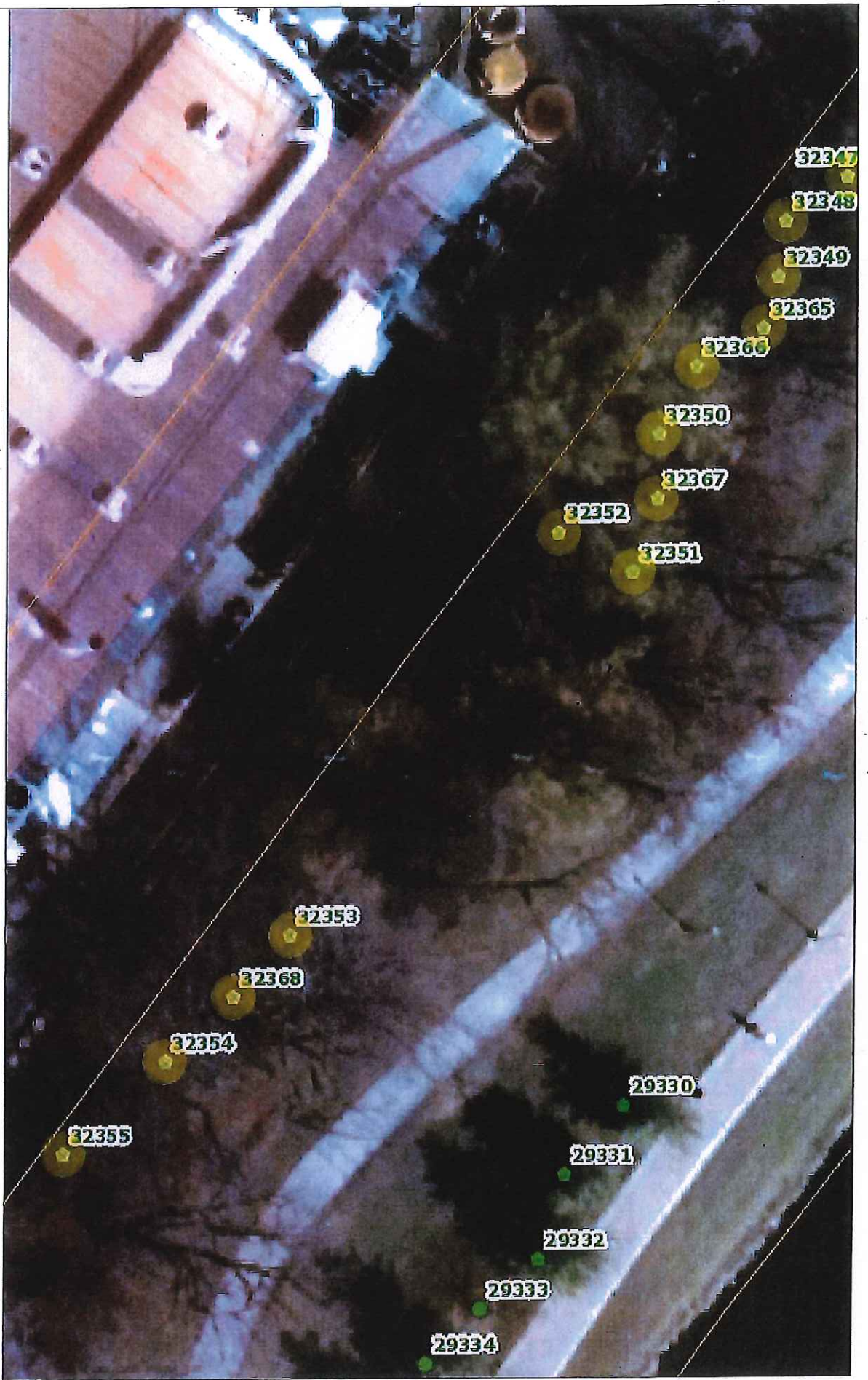




- Orthophoto2010
- Tree: Band\_1
- Tree: Band\_2
- Tree: Band\_3
- Tree Sites
  - Inactive
  - Active
- Intersections
- City Limits
- Street Name Labels
- Railroads
- Major Roads
- Centerlines
- City Buildings
- Buildings
- Parcels



- Orthophoto2010
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3
- Tree Sites
- o Inactive
- Active
- Intersections
- City Limits
- Street Name Labels
- Railroads
- Major Roads
- Centerlines
- City Buildings
- Buildings
- Parcels



32347

32348

32349

32365

32366

32350

32367

32352

32351

32353

32368

32354

32355

29330

29331

29332

29333

29334

- Orthophoto2010
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3
- Tree Sites
  - Inactive
  - Active
- Intersections
- City Limits
- Street Name Labels
- Railroads
- Major Roads
- Centerlines
- City Buildings
- Buildings
- Parcels

