

Tree Removal Contract
City of Waukesha – Wallace Tree & Landscape, Inc.

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 Wallace Tree & Landscape, Inc., 6115 North Flint Road, Glendale, Wisconsin 53209, referred to as Contractor. Together the City and Contractor are referred to as the Parties.

Recitals

The City requires the removal of certain trees on certain designated streets 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 37 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 Seventeen Thousand Three Hundred Forty-Two Dollars (\$17,342.00), 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 December 20, 2018, 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: _____

Wallace Tree & Landscape, Inc.

By Lance P. Wallace
Title: _____
Date: _____

Schedule 1

Street Tree Removals

WU Address	Tree#	Tree Size	Reason/Replacement	Remarks
Work Unit: 12				
12 1709 Center Rd Mulberry Ln	1	23 Ash, Marshall	EAB Infested Hackberry	
12 1723 Center Rd School Dr	1	16 Ash, Marshall	EAB Infested Elm, Frontier	
12 1504 Chapman Dr Wisteria Ln	1	20 Ash, Marshall	EAB Infested Hackberry	
12 1505 Chapman Dr Wisteria Ln	3	18 Ash, Marshall	EAB Infested Maple, Freeman Autumn Fantasy	
12 1610 Chapman Dr Dogwood Ln	1	18 Ash, Marshall	EAB Infested Elm, New Horizon	
12 1707 Chapman Dr Chapman Dr	1	26 Ash, Marshall	EAB Infested Linden, Harvest Gold	
12 1507 Cottonwood Dr Cottonwood Dr	1	28 Ash, Marshall	EAB Infested Hold Replacement	Homeowner H.L.
12 1508 Cottonwood Dr Cottonwood Dr	4	24 Ash, Marshall	EAB Infested Elm, New Horizon	
12 1101 Dogwood Ln Dogwood Ln	3	26 Ash, Marshall	EAB Infested Maple, Freeman Autumn Fantasy	

WU Address	Tree#	Tree Size	Reason/Replacement	Remarks
12 1005 Green Valley Dr Green Valley Dr	2	28 Ash, Marshall	EAB Infested London Plane, Exclamation	
12 1012 Green Valley Dr Green Valley Dr	1	32 Ash, Autumn Purple	EAB Infested Maple, Freeman Autumn Fantasy	Move 5' Left
12 1025 Green Valley Dr Green Valley Dr	1	18 Ash, Patmore	EAB Infested Hold Replacement	Homeowner Maple
12 1107 Green Valley Dr Green Valley Dr	2	34 Ash, Autumn Purple	EAB Infested Maple, Freeman Autumn Fantasy	
12 1110 Green Valley Dr Green Valley Dr	2	14 Ash, Summit	EAB Infested Hold Replacement	Homeowner Magnolia
12 1140 Green Valley Dr Green Valley Dr	3	14 Ash, Patmore	EAB Infested Hold Replacement	Homeowner Maple
12 1145 School Dr School Dr	3	17 Ash, Marshall	EAB Infested Maple, Miyabi State Street	
12 804 School Dr School Dr	2	18 Ash, Marshall	EAB Infested Elm, Frontier	
12 806 School Dr School Dr	1	14 Ash, Marshall	EAB Infested Elm, Frontier	
12 814 School Dr School Dr	1	26 Ash, Marshall	EAB Infested Oak, Swamp White	

WU Address	Tree#	Tree Size	Reason/Replacement	Remarks
12 822 School Dr School Dr	2	18 Ash, Marshall	EAB Infested Oak, Swamp White	
12 826 School Dr School Dr	1	18 Ash, Marshall	EAB Infested Oak, Swamp White	
12 834 School Dr School Dr	1	18 Ash, Marshall	EAB Infested Hold Replacement	Homeowner Silver Maple
12 1835 Sycamore Dr Burr Oak Blvd	3	21 Ash, Marshall	EAB Infested Maple, Miyabi State Street	
12 1115 W Sunset Dr W Sunset Dr	1	14 Ash, Patmore	EAB Infested Ironwood	
12 1125 W Sunset Dr W Sunset Dr	1	12 Ash, Patmore	EAB Infested Ironwood	
12 1010 Wisteria Ln Wisteria Ln	1	18 Ash, Marshall	EAB Infested Abort! Not Plantable	Street Light
12 1015 Wisteria Ln Wisteria Ln	1	10 Ash, Patmore	EAB Infested Maple, Freeman Autumn Fantasy	
12 1112 Wisteria Ln Wisteria Ln	1	34 Ash, Autumn Purple	EAB Infested Maple, Freeman Autumn Fantasy	
12 1115 Wisteria Ln Wisteria Ln	2	17 Ash, Patmore	EAB Infested Maple, Freeman Autumn Fantasy	

WU	Address	Tree#	Tree Size	Reason/Replacement	Remarks
12	1126 Wisteria Ln Wisteria Ln	1	18 Ash, Patmore	EAB Infested Hold Replacement	Homeowner Maple
12	1138 Wisteria Ln Wisteria Ln	2	14 Ash, Patmore	EAB Infested Maple, Freeman Autumn Fantasy	

Street Tree Removals

WU Address	Tree#	Tree Size	Reason/Replacement	Remarks
Work Unit: 01				
01 2310 Saratoga Rd Saratoga Rd	2	25 Ash, Marshall	Contracted Removals Hold Replacement	Homeowner Silver Maple
01 2450 Saratoga Rd Saratoga Rd	3	16 Ash, Marshall	Contracted Removals Hold Replacement	Homeowner Trees
01 2456 Saratoga Rd Saratoga Rd	3	19 Ash, Marshall	Contracted Removals Abort! Not Plantable	Too close to wires and corner
01 2456 Saratoga Rd Saratoga Rd	1	22 Ash, Marshall	Contracted Removals Elm, Accolade	

Work Unit: 12				
12 1113 School Dr School Dr	2	19 Ash, Marshall	Contracted Removals Hold Replacement	Homeowner Silver Maple
12 1000 Wisteria Ln Dixie Dr	3	27 Ash, Marshall	Contracted Removals Elm, Accolade	

Total of 37 trees

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 37 street trees.
3. Locations: A list and maps of trees to be removed will be supplied to the Contractor, and all trees must be verified by the City before removal.
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 abutting property owners have an option to retain portions of the trees suitable for firewood. If the property owner requests, the City will let the contractor know to leave wood for specific trees. At these locations, the contractor shall place such suitable wood on the abutting property owner's property (behind sidewalk) using reasonable care to prevent sidewalk and lawn damage. All other portions of the tree (brush and bark) shall be chipped at the work site and disposed of. The clean up and repair of the property owner's lawn shall be the property owner's responsibility.
7. For each location, 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 dumped at the designated sites.
8. Each work site shall be cleaned completely of all branches, twigs, chips and sawdust by raking thoroughly on lawn areas, and by sweeping of streets and sidewalks.
9. 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.