

ARBORIST SERVICE CONTRACT

This agreement is made this _____ day of _____, 201__ by and between **CITY OF ANTIGO** (hereinafter "City"), and _____(hereinafter "contractor").

Recitals

A. Contractor is engaged in the tree care business and maintains an office in the _____, County of _____, State of Wisconsin.

B. Contractor is willing to provide a service to City and City is willing to accept this service, on the terms, covenants, and conditions set forth in this agreement.

In consideration of the mutual covenants and promises of the parties, City and contractor covenant and agree as follows:

Section I. Nature of and Place of Work

Contractor shall provide tree care service for the City of Antigo, Wisconsin and contractor does accept this obligation. Contractor shall:

1. Contractor shall provide services during regular daytime hours that include, but are not limited to, pruning and removal of trees and removal of pruned and/or fallen branches from a worksite unless prior arrangements are made with City. Contractor may be required to work alongside City of Antigo crews to assist with assigned work tasks. On occasion, the City of Antigo may request the contractor to perform corrective, special, or emergency services that are beyond the routine service requests. The contractor shall respond to these exceptional circumstances and complete the necessary work within one (1) working day after receipt of such request. In the event such services cannot be completed within one (1) working day, the contractor shall immediately notify the City of Antigo contact person and indicate an anticipated completion date. Contractor shall work with the City of Antigo Park, Recreation and Cemetery Department to discuss the needs and work plans of City.
2. Contractor shall maintain and document (with a certificate of insurance) required levels of insurance coverage or bonding at all times during the term of this contract. Contractor is required to carry a \$1,000,000 general liability policy with The City of Antigo being listed as additional insured on all policies. Contractor shall also provide proof of Workers Compensation insurance as required by law.
3. Contractor shall be a certified arborist or have the ability to become a certified arborist prior to June 1, 2020. If Contractor is not a certified

arborist, contractor must employ a certified arborist and provide certification for at least one (1) certified arborist.

4. Contactor's vehicles and equipment shall be operated in a safe manner at all times within the property. Vehicles shall not operate at speeds in excess of posted limits or in a reckless or careless manner.
5. Contractor shall observe all policies, procedures, rules and regulations of the City of Antigo.
6. Contractor shall participate in a job walk-through and inspection on an as needed basis as determined by City. Contractor shall make its best effort not to interfere, annoy or in any way create a nuisance for customers, visitors or neighbors while performing the work. If and when it is necessary to provide services outside of regular daytime hours, the contractor shall notify the City of Antigo Park, Recreation and Cemetery Department as well as any affected residents.
7. At all times while performing services under this agreement, Contractor's employees shall wear appropriate clothing. Contractor's employees shall utilize all appropriate safety equipment and conform to the Occupation Safety and Health Administration (OSHA) standards for the products being used.
8. Contractor shall conduct on-going training for all contractor's personnel. Such training shall include, but not be limited to instruction in proper horticultural techniques, proper equipment operation and maintenance, and correct decorum within the City of Antigo. Such training shall apply to newly hired personnel, experienced personnel changing positions or refresher instructions for experienced personnel.
9. Contractor will be required to provide all necessary labor, supervision and equipment, including fuel, to complete the necessary maintenance.
10. All work shall comply with all applicable state and federal safety and health requirements. When conflicts between applicable regulations occur, the most stringent regulation shall apply.
11. Contractor must coordinate with Wisconsin Public Service for tree removals including overhead utilities.

**Section II.
Manner of Performance of Contractor's Duties**

Contractor agrees that contractor will at all times faithfully, industriously, and to the best of its ability, perform all of the duties that may be required of and from it pursuant to the express and implicit terms of this agreement, to the reasonable satisfaction of City. The duties shall be rendered in the City of Antigo, Wisconsin and at any other place or places as City shall in good faith require or as the interests, needs, business, and opportunities of City shall require or make advisable.

Contractor shall indemnify, defend, and hold harmless City from and against all claims, causes of action, damages, or injuries of any sort arising out of or in connection with contractor's performance of services hereunder.

Contractor is responsible for damage to property (i.e. sidewalk, personal property...etc.)

**Section III.
Duration of Contract**

The term of this agreement shall be for a period of three (3) years, commencing on June 1, 2020 and terminating on June 1, 2023 subject, however, to prior termination as provided herein. In the event contractor fails to abide by or fulfill all of the terms of this agreement, City may terminate this agreement by a two week written notice to contractor. The contract may also be terminated upon mutual agreement of the parties.

At all times hereunder, contractor shall be considered an independent contractor and not an employee of the City.

**Section IV.
Payment and Reimbursement**

City shall pay contractor and contractor agrees to accept from City, in full payment for contractor's services under this agreement, compensation at the rate of _____ per hour, which includes all machinery and crew for the three year term, payable within thirty (30) days of receipt of invoice from contractor.

City shall pay contractor and contractor agrees to accept from City, in full payment for contractor's services under this agreement, compensation at the rate of _____ per hour, while working with a city crew to assist for the three year term, payable within thirty (30) days of receipt of invoice from contractor.

**Section V.
Commitments Binding on City Only
on Written Consent**

Anything to the contrary notwithstanding, the parties agree that contractor shall not have the right to make any contracts or commitments for or on behalf of City without the written consent of the City.

**Section VI.
Contract Terms To Be Exclusive**

This written agreement contains the sole and entire agreement between the parties and shall supersede any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representation inducing the execution and delivery of this instrument except such representations as are specifically set forth and each of the parties acknowledges that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on them in connection with their dealings with the other.

**Section VII.
Waiver or Modification Ineffective
Unless in Writing**

No waiver or modification of this agreement or of any covenant, condition, or limitation contained in this agreement shall be valid unless in writing and executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of any party, unless such waiver or modification is in writing, duly executed as stated above, and the parties further agree that the provisions of this paragraph may not be waived except as set forth in this agreement.

**Section VIII.
Contract Governed by Law of
State of Wisconsin**

The parties agree that it is their intention that this agreement and its performance, and all suits and special proceedings pursuant to this agreement be construed in accordance with the laws of the State of Wisconsin and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Wisconsin shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted. Jurisdiction for any legal proceedings arising out of or in connection with this agreement shall be Langlade County Circuit Court.

**Section IX.
Survivorship of Benefits**

This agreement shall be binding on and inure to the benefit of the respective parties to this agreement and their executors, administrators, heirs, personal representatives, successors and assigns.

CITY OF ANTIGO

By: _____
Contractor

By: _____
Mayor