

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN
AND WALLACE TREE AND LANDSCAPE, INC.
FOR THE REMOVAL OF TREES AND STUMPS**

This Agreement ("Agreement") is made and entered into effective this _____ day of _____, 2022 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Wallace Tree and Landscape, Inc. ("Contractor").

WITNESSETH:

WHEREAS, the City is the owner of street trees and stumps throughout the City; and

WHEREAS, over 1000 street trees damaged as a result of a major storm event on June 15, 2022 and since that time has worked to abate the hazards associated with the remaining standing damaged trees: and

WHEREAS, the City has secured an emergency grant, 2022_06_15 TOR, from the state to allow reimbursement for qualifying tree work and damage repairs related to the June 15th storm with a work deadline of December 31, 2022; and

WHEREAS, the City seeks additional help from a qualified contractor in order to finish the work by the deadline; and

WHEREAS, the City wishes to have specified trees and stumps, identified in this Agreement, removed and restored with topsoil; and

WHEREAS, Contractor possesses the necessary skills and equipment to perform this work and desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Contractor shall perform all work associated with the complete removal of the trees, stump grinding, and site restoration as specified in Exhibits 1 and 2.

Contractor shall provide all labor, machinery, equipment, licenses, permits, bonds, and travel expenses to safely and skillfully remove the trees (the "Removal"), shall dispose of all materials from the Removal in a lawful manner (the "Disposal"), and shall cause all stumps remaining from the Removal and other stumps as identified by the City to be ground to a depth of 9" below finished grade (the "Grinding").¹ Contractor shall appropriately restore the tree locations (the "Restoration"). More particular specifications are noted below:

¹ If underground obstacles, such as utilities, are present directly under the stumps to be ground, Grinding may be terminated at a depth of 5" below the finished grade. Removal: Contractor will utilize equipment such as man lifts or

Grinding: The tree trunk shall be removed down to a level off of grade that will allow the stump to be efficiently ground out of the soil. Contractor will contact Diggers Hotline at least three business days prior to grinding stumps. When no underground obstacles, such as utilities, are known to exist, stumps shall be ground to a minimum depth of at least 9” below grade. If underground obstacles are present directly under the stumps to be ground, grinding may be terminated at a depth of 5” below grade.

Disposal: All logs, limbs, leaves, wood chips, and cord wood resulting from the tree removal is the property of the Contractor, and shall be removed from the area and disposed of in a lawful manner.

Restoration: Contractor shall remove wood chips created by the stump grinding from the hole to a level practical to ensure future grass growth. Wood chips and soil thrown beyond the hole shall be promptly cleaned up. Holes and depressions shall be filled with screened topsoil free of stones, clay, clumps, and foreign matter. Soil placed into the hole shall be compacted to guard against depressions settling in the future, with the top raked to ensure it is level with the surrounding lawn. The patch shall be seeded with good quality grass seed free from excess weeds. A top coat of mulch shall be applied to promote moisture retention, seed germination and grass growth. If weather conditions are not conducive to seed germination, Contractor shall conduct a future seed application acceptable to the City’s Project Manager.

Clean-up: Before leaving a work area, Contractor shall ensure that all materials created during the work have been removed and cleaned up, and that the area is left in a similar condition to when the Contractor mobilized on site.

Other: Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

Best practices shall be used in the handling of Ash trees known to have been infected with Emerald Ash Borer.

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services. Contractor must obtain all necessary information in regard to existing utilities. Contractor is responsible for coordinating disconnection of overhead utilities when such utilities will be or could possibly be adversely impacted during the Services. Possible utilities include Electric Power (Alliant Energy), Telephone Service (AT&T), and Cable Television (Spectrum).

bucket trucks to access the upper branches of the canopy and safely remove the branches to prepare the tree for removal. Contractor shall first remove the upper branches of the canopy to prepare the tree for removal. Branches shall be chipped on-site. Contractor shall then remove the trunk of the tree, beginning with the uppermost large limbs and continuing down to ground level. Trunks shall be removed in small enough pieces to allow them to be safely placed at ground level. Contractor may fell a tree in its entirety as long as the tree can be removed safely without injury or damage to streets, curbs, or surrounding property. As mentioned elsewhere in this Agreement, Contractor is responsible for any damage caused as a result of its removal of trees.

Contractor shall give notice to the proper authorities in charge of streets, gas and water pipes, electric and other conduits, railroad, poles, catch basins, sewers, public safety agencies, and all other property and residents that may be affected by Contractor's operations, at least three business days before beginning operations. Contractor shall not hinder or interfere with any persons in the protection of such property or with the operations of utilities at any time. Contractor shall protect such utilities from damage and unnecessary exposure. The cost of repairing any damage to utilities shall be the Contractor's responsibility.

Contractor will need to plan the work in advance of mobilization and coordinate with the City's Representative.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). Contractor shall specifically use industry best practices with respect to handling Ash trees known to have been infested with Emerald Ash Borer. The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care which appear within a period of one year from the date of final payment of the Contract.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

Article 3. City's Representative

The City designates the Tim Bull, City Forester, as the City's Representative for purposes of this Agreement. If the City's Representative deems it appropriate, he may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed \$210,798.50, as set forth below:

• Grind and Restore 120 stumps	\$ 62,590.00
• Removal of 124 Specified Trees and Grind and Restore Stumps	<u>\$148,208.50</u>
	\$210,798.50

The parties acknowledge that this Agreement is funded through a State grant, which expires December 31, 2022. Therefore, in the event of partial completion of Services, Contractor shall be paid pro rata for actual services rendered and shall not be entitled to the full compensation amount owed if all work was timely completed. Invoices shall be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice.

Tim Bull
City of Sheboygan
2026 New Jersey Ave
Sheboygan, WI 53081

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses. The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work.

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

Article 6. Performance and Payment Bond

Contractor shall, within ten days of the execution of this Agreement by the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount. Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. Schedule

Contractor shall commence work promptly after receiving a Notice to Proceed from the City's Representative. All work shall be coordinated with the City's Representative. Because funding available for this project expires December 31, 2022, Contractor shall endeavor to

complete the services on or before December 31, 2022. Thereafter, the City, at its own option, may elect to allow Contractor additional time to complete the work or may determine to not grant an extension. If an extension is not granted, City shall pay Contractor for actual services rendered instead of the full compensation amount noted in Article 4. Contractor shall not complete any services in accordance with this Agreement after December 31, 2022 without express, written consent of City's representative.

Article 8. Workmanship and Quality of Materials

All material used shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the City's Representative.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

Article 9. Safety Requirements

All materials, equipment, and supplies provided to the City must fully comply with all safety requirements set forth under state and federal law. Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances, and laws, whether federal, state, or local.

Article 10. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of Final Payment under the Agreement.

Article 11. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or

suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

Article 12. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment, and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of seven days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 13. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 14. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 15. Indemnification

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor. As such, to the extent permitted by law, Contractor shall defend and hold the City—including its Officials, Agents, and Employees—harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 16. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article. During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

- a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Contractor

shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

- b. Commercial General Liability Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate.
- c. Comprehensive Automobile Liability and Property Damage – Contractor shall acquire and maintain, for the duration of this Agreement, Comprehensive Automobile Liability and Property Damage Insurance that covers the operation of owned, hired, and non-owned motor vehicles with a policy limit – for liability, bodily injury, and property damage – of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin
828 Center Ave., Suite 110
Sheboygan, WI 53081

The proof of insurance must contain an original signature. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right, at its election, to terminate the Agreement.

Article 17. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 18. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 19. Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void.

The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 20. Assignment

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

Article 22. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 23. Non-Discrimination and Equal Opportunity

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 24. Compliance with Laws

Sheboygan County is within an Emerald Ash Borer non-attainment zone. Contractor shall comply with all regulations regarding the export of wood harvested under this Agreement. In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations. This includes all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 25. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:**Contractor:**

City Forester	Mr. Lance Wallace
City of Sheboygan	Wallace Tree and Landscape, Inc.
2026 New Jersey Ave	6115 N. Flint Road
Sheboygan, Wisconsin 53081	Glendale, WI 53209

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 26. Intent to be Bound

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 27. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 28. Integration and Modification

This Agreement may be modified only by a written amendment signed by both parties hereto. This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Performance and Payment Bonds (collectively “the Contract”)
4. Federal Terms & Conditions Addendum (applicable whenever federal money may be used)

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies, and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other

scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

Article 29. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its estimate were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other competitor.
2. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a quote for the purpose of restricting competition.

Article 30. Other Provisions

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. Guaranteed Delivery. Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
5. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

6. Intent of Contract Documents.

- a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.
- b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

CONTRACTOR

BY: _____
David Biebel, Director of Public Works

BY: _____
Mr. Lance Wallace, President

DATE: _____

DATE: _____

Approved by Res. No. _____-22-23

Exhibit 1: Stump Locations

Column1	Address of Stump	Species	Latitude	Longitude	Stump Diameter
1	3924 S 22ND ST	MAPLE	43.71360 9	-87.734501	16
2	2004 CARMEN AVE	PLUM	43.71375 8	-87.730946	20
3	3606 S 17TH PL	ASH	43.71706 9	-87.728489	19
4	1606 GREENFIELD AVE	MAPLE	43.71730 1	-87.726424	27
5	1405 PARKWOOD BLVD	ASH	43.71611 9	-87.724032	22
6	120 VOLLRATH BLVD	ASH	43.76845 2	-87.704447	17
7	2304 N 3RD ST	CRABAPPLE	43.76945 2	-87.704562	12
8	2531 S 18TH ST	MAPLE	43.72698 3	-87.729054	17
9	305 BELL AVE	ASH	43.77017	-87.704664	16
10	2322 N 3RD ST	ASH	43.76983 6	-87.70467	26
11	1303 UNION AVE	LINDEN	43.73183 4	-87.722278	28
12	2212 WEDEMEYER ST	LINDEN	43.73050 1	-87.721004	40
13	2317 S 9TH ST	MAPLE	43.72926 6	-87.714712	14
14	2429 N 5TH ST	ELM	43.77112 3	-87.707797	20
15	2428 N 4TH ST	LINDEN	43.77127 7	-87.706455	27
16	406 CLIFTON AVE	LINDEN	43.77137	-87.706623	21
17	2111 S 10TH ST	ASH	43.73146 6	-87.7162	20
18	412 CLEMENT AVE	MAPLE	43.77229 5	-87.706716	24
19	520 CLIFTON AVE	LINDEN	43.77135 9	-87.708804	22
20	2501 N 6TH ST	LINDEN	43.77136 3	-87.709218	28
21	2511 N 6TH ST	MAPLE	43.77168 7	-87.709458	24
22	412 BLACKSTOCK AVE	MAPLE	43.77377 8	-87.706727	13
23	1802 S 19TH ST	LINDEN	43.73472	-87.731778	20

24	2330 N 6TH ST	MAPLE	43.77003 8	-87.709588	16
25	1617 S 19TH ST	LINDEN	43.73691 1	-87.730941	29
26	2506 N 7TH ST	LINDEN	43.77148 2	-87.711377	20
27	2429 N 7TH ST	MAPLE	43.7712	-87.711163	26
28	1521 S 20TH ST	LINDEN	43.73789 5	-87.732065	20
29	2324 N 7TH ST	ASH	43.76988 3	-87.711379	16
30	2305 N 7TH ST	LINDEN	43.76941 5	-87.711161	23
31	2232 N 7TH ST	LINDEN	43.76927 8	-87.711374	26
32	2521 N 8TH ST	MAPLE	43.77188 8	-87.712837	33
33	2314 N 9TH ST	LINDEN	43.76978 5	-87.714697	28
34	1103 NORTH AVE	LINDEN	43.77349 7	-87.718027	23
35	2614 N 12TH ST	LINDEN	43.77293 6	-87.719906	26
36	2524 N 12TH ST	HORSE CHESTNUT	43.77200 4	-87.719698	28
37	2834 ASHBY CT	ASH	43.73781 8	-87.745945	19
38	2518 N 12TH ST	LINDEN	43.77182 9	-87.719696	26
39	2415 N 12TH ST	MAPLE	43.77079 9	-87.719503	24
40	1236 BELL AVE	MAPLE	43.77049	-87.721512	26
41	1236 BELL AVE	CEDAR	43.77110 5	-87.721435	30
42	1236 BELL AVE	CEDAR	43.77111 5	-87.721369	20
43	1222 LOS ANGELES AVE	CEDAR	43.77133	-87.720564	21
44	2309 KROOS CT	LINDEN	43.76967 6	-87.719998	24
45	1416 MAIN AVE	LINDEN	43.77304 8	-87.723677	28
46	513 HIGHLAND TER	LINDEN	43.77512 4	-87.708191	22
47	524 HIGHLAND TER	LINDEN	43.77517	-87.708458	25

48	535 HIGHLAND TER	LINDEN	43.77489 7	-87.708962	22
49	2901 N 6TH ST	LINDEN	43.77643 2	-87.709285	15
50	2901 N 6TH ST	LINDEN	43.77645 6	-87.709044	15
51	431 CENTER AVE	LINDEN	43.75063 4	-87.70758	31
52	2001 N 3RD ST	MAPLE	43.76620 7	-87.701942	34
53	2001 N 3RD ST	MAPLE	43.76617 8	-87.701528	17
54	2001 N 3RD ST	CEDAR	43.76666	-87.701341	25
55	2001 N 3RD ST	CEDAR	43.76666	-87.701341	27
56	3312 N 6TH ST	ASH	43.77994 7	-87.710066	23
57	1924 N 2ND ST	LINDEN	43.76552 6	-87.703252	36
58	615 PERSHING AVE	ASH	43.77984 7	-87.710444	22
59	731 PERSHING AVE	ASH	43.77984 9	-87.712723	19
60	619 NATIONAL AVE	MAPLE	43.76254 7	-87.710397	24
61	3500 N 8TH ST	COTTONWOOD	43.78202 1	-87.714615	32
62	534 MICHIGAN AVE	MAPLE	43.75877	-87.709493	20
63	3318 N 8TH ST	LINDEN	43.78028 1	-87.713062	23
64	3306 N 8TH ST	LINDEN	43.78003 7	-87.713063	26
65	1132 HURON AVE	MAPLE	43.75970 9	-87.719245	19
66	1824 N 12TH ST	MAPLE	43.76474 8	-87.719853	18
67	1220 TRIMBERGER CT	ASH	43.76706 5	-87.720534	20
68	1228 TRIMBERGER CT	MAPLE	43.76706	-87.720757	50
69	731 HIGHLAND TER	LINDEN	43.77458 1	-87.712694	23
70	2024 N 10TH ST	LINDEN	43.76711 9	-87.716373	36
71	3500 N 8TH ST	WILLOW	43.78199 3	-87.714572	20
72	1949 N 9TH ST	ASH	43.76624 9	-87.7145	21

73	1924 N 11TH ST	LINDEN	43.76551 2	-87.718039	39
74	1104 LINCOLN AVE	MAPLE	43.76483 9	-87.718236	32
75	814 GRAND AVE	MAPLE	43.77799 5	-87.713777	21
76	1720 N 11TH ST	LINDEN	43.76351 4	-87.718033	17
77	826 GRAND AVE	MAPLE	43.77799 7	-87.713913	24
78	3103 N 9TH ST	LINDEN	43.77833 1	-87.714526	20
79	3225 N 9TH ST	LINDEN	43.77954 5	-87.714526	23
80	1620 DIVISION AVE	MAPLE	43.77254	-87.727082	22
81	3332 N 10TH ST	CRABAPPLE	43.78089 4	-87.716363	12
82	3226 N 10TH ST	CRABAPPLE	43.77977 2	-87.716365	12
83	1602 MAIN AVE	MAPLE	43.77305 4	-87.726397	36
84	3106 N 10TH ST	LINDEN	43.77803 4	-87.716542	23
85	1619 NORTH AVE	GINKGO	<Null>	<Null>	4
86	1206 GRAND AVE	LINDEN	43.77809 3	-87.720008	19
87	2325 N 20TH ST	HONEYLOCUST	43.77065 8	-87.73256	35
88	1332 GRAND AVE	MAPLE	43.77808 6	-87.722351	17
89	1914 N 20TH ST	MAPLE	43.76616 6	-87.732714	26
90	2316 N 22ND ST	ASH	43.77031 4	-87.735248	13
91	2322 COOPER AVE	LINDEN	43.77003	-87.737603	27
92	2237 N 26TH ST	MAPLE	43.76955 8	-87.740077	25
93	1824 N 25TH ST	MAPLE	43.76507 3	-87.739085	23
94	1828 N 26TH ST	ASH	43.76518 9	-87.740267	37
95	2030 N 28TH ST	LINDEN	43.76720 3	-87.743323	40
96	1207 ELM TREE RD	LINDEN	43.78371 2	-87.720242	12

97	1208 ELM TREE RD	MAPLE	43.78391 2	-87.720154	13
98	2609 N 10TH ST	MAPLE	43.77273 9	-87.716172	18
99	1233 MAC ARTHUR AVE	LINDEN	43.78077 4	-87.720981	21
100	1346 MAC ARTHUR AVE	LINDEN	43.78089	-87.723395	17
101	1422 PERSHING AVE	MAPLE	43.77995 2	-87.723881	20
102	3311 N 13TH ST	CRABAPPLE	43.78028 3	-87.721913	9
103	3223 N 13TH ST	LINDEN	43.77982 9	-87.721451	21
104	3226 N 11TH ST	LINDEN	43.77983 1	-87.718221	25
105	1114 PERSHING AVE	LINDEN	43.77994 7	-87.718418	25
106	1035 PERSHING AVE	MAPLE	43.77968	-87.717852	10
107	2635 N 30TH ST	ASH	43.77321 5	-87.74573	19
108	3602 N 21ST ST	ASH	<Null>	<Null>	14
109	3603 N 21ST ST	ASH	<Null>	<Null>	13
110	2408 MAYFLOWER AVE	LINDEN	43.77736 4	-87.737689	20
111	2335 MAYFLOWER AVE	LINDEN	43.77725 2	-87.737489	20
112	2332 MAYFLOWER AVE	LINDEN	43.77736 5	-87.737217	20
113	3108 N 21ST ST	LINDEN	43.77840 7	-87.73471	12
114	3222 SILVER LEAF LN	LINDEN	43.77974 8	-87.737099	23
115	2424 Pershing Ave	ELM	<Null>	<Null>	14
116	3401 CALUMET DR	SPRUCE	43.78097 2	-87.745469	17
117	3212 N 28th St	WALNUT	<Null>	<Null>	18
118	2408 MAYFLOWER AVE	LINDEN	43.77736 9	-87.737884	30
119	1316 N 30TH ST	ASH	43.75899 9	-87.745983	23
120	2314 N 25TH ST	ASH	43.77031 4	-87.739061	20

Exhibit 2: Tree Locations

Column1	Address of Tree	Species	Latitude	Longitude	DBH
1	734 N 7th St APT 205	MAPLE	43.752558	-87.711169	20
2	1219 N 15TH ST	MAPLE	43.758118	-87.724517	23
3	1317 N 15TH ST	MAPLE	43.759191	-87.724526	24
4	1559 N 15TH ST	MAPLE	43.762474	-87.724538	16
5	1834 SAEMANN AVE	LINDEN	43.764387	-87.730905	22
6	1829 N 19TH ST	MAPLE	43.765178	-87.731405	10
7	1841 GEELE AVE	MAPLE	43.768168	-87.7314	18
8	2228 KOHLS CT	MAPLE	43.769273	-87.730808	18
9	2432 N 22ND ST	ASH	43.77145	-87.735246	24
10	2421 N 27TH ST	MAPLE	43.771463	-87.741082	9
11	2407 N 28TH ST	LINDEN	43.771052	-87.743142	20
12	2226 N 30TH ST	LINDEN	43.769151	-87.745986	16
13	3008 NORTH AVE	ASH	43.774195	-87.745871	16
14	2728 N 30TH ST	ASH	43.774792	-87.745867	29
15	3630 BONNIE CT	LINDEN	43.772836	-87.75561	16
16	2735 GRACE AVE	LINDEN	43.765428	-87.742421	18
17	1627 N 27TH PL	ASH	43.762828	-87.742548	19
18	2321 GEELE AVE	MAPLE	43.767693	-87.7388	22
19	2321 GEELE AVE	MAPLE	43.767433	-87.737784	19
20	1846 N 24TH ST	MAPLE	43.765605	-87.737769	12
21	1917 N 21ST ST	ASH	43.766339	-87.733824	30
22	3005 N 25TH ST	LINDEN	43.777365	-87.738573	14
23	2413 MAYFLOWER AVE	LINDEN	43.777253	-87.738079	17
24	2214 PERSHING AVE	LINDEN	43.77986	-87.736492	15
25	2404 SILVER LEAF LN	ASH	43.779099	-87.737917	13
26	2410 SILVER LEAF LN	ASH	43.779096	-87.738149	14
27	3203 N 26TH ST	ASH	43.779358	-87.740009	16
28	1234 MAC ARTHUR AVE	MAPLE	43.78089	-87.721061	13
29	1214 MAC ARTHUR AVE	MAPLE	43.780888	-87.720479	16
30	1341 PERSHING AVE	MAPLE	43.779834	-87.723036	10
31	1408 PERSHING AVE	MAPLE	43.779956	-87.723165	13
32	3122 N 12TH ST	ASH	43.778712	-87.719712	21
33	3116 N 12TH ST	LINDEN	43.778454	-87.719716	29
34	3112 N 12TH ST	ASH	43.778293	-87.719711	35
35	1226 GRAND AVE	LINDEN	43.778082	-87.720699	18
36	1206 GRAND AVE	LINDEN	43.778083	-87.720194	20
37	3106 N 10TH ST	MAPLE	43.778105	-87.716373	20
38	3025 N 10TH ST	ASH	43.777713	-87.716163	20
39	3024 N 9TH ST	LINDEN	43.777631	-87.714689	18

40	3114 N 9TH ST	LINDEN	43.778367	-87.714692	16
41	3123 N 9TH ST	LINDEN	43.778637	-87.714527	15
42	731 PERSHING AVE	LINDEN	43.779775	-87.712868	16
43	726 PERSHING AVE	ASH	43.779944	-87.71235	16
44	3306 N 8TH ST	LINDEN	43.78016	-87.713063	20
45	3610 N 8TH ST	APPLE	<Null>	<Null>	6
46	806 GRAND AVE	LINDEN	43.778064	-87.71304	20
47	2744 N 7TH ST	LINDEN	43.775111	-87.711373	20
48	2718 N 7TH ST IN CENTER BLVD	MAPLE	43.774291	-87.711158	19
49	2640 N 7TH ST	LINDEN	43.773477	-87.711376	16
50	2629 N 7TH ST	LINDEN	43.772393	-87.711163	13
51	2629 N 7TH ST	GINKGO	43.771948	-87.711269	16
52	2629 N 7TH ST	MAPLE	43.771943	-87.711159	16
53	534 EUCLID AVE	MAPLE	43.769394	-87.709446	22
54	510 CLIFTON AVE	LINDEN	43.771364	-87.708419	16
55	409 CLIFTON AVE	MAPLE	43.771273	-87.706647	16
56	333 CLIFTON AVE	LINDEN	43.771275	-87.705911	23
57	2407 N 3RD ST	LINDEN	43.77052	-87.70456	13
58	2622 N 3RD ST	MAPLE	43.77297	-87.705932	13
59	2636 N 5TH ST	LINDEN	43.773177	-87.708187	16
60	520 CLEMENT AVE	MAPLE	43.772269	-87.708803	15
61	520 HIGHLAND TER	LINDEN	43.77522	-87.708189	20
62	2117 N 5TH ST	MAPLE	43.768157	-87.707788	12
63	1918 N 4TH ST	MAPLE	43.765257	-87.706309	16
64	1528 N 4TH ST	LINDEN	43.761544	-87.706339	20
65	1503 N 2ND ST	MAPLE	43.760775	-87.70245	23
66	1826 N 8TH ST	LINDEN	43.764509	-87.713034	26
67	2002 N 8TH ST	LINDEN	43.766482	-87.713343	21
68	2003 N 9TH ST	LINDEN	43.766487	-87.714258	20
69	1002 BELL AVE	MAPLE	43.770398	-87.716511	21
70	2639 N 8TH ST	MAPLE	43.773557	-87.712841	12
71	1016 NORTH AVE	ASH	43.773944	-87.717009	29
72	1033 NORTH AVE	MAPLE	43.773696	-87.717837	18
73	2625 N 11TH ST	LINDEN	43.773025	-87.717709	17
74	1034 LOS ANGELES AVE	ASH	43.771429	-87.717835	25
75	2627 N 12TH ST	LINDEN	43.773037	-87.719314	17
76	1239 NORTH AVE	MAPLE	43.773779	-87.72121	24
77	1245 NORTH AVE	LINDEN	43.773775	-87.721325	30
78	1626 DIVISION AVE	MAPLE	43.772541	-87.727269	16
79	1236 BELL AVE	LINDEN	43.771013	-87.720515	16
80	2427 N 12TH ST	MAPLE	43.771118	-87.719495	21

81	2403 N 12TH ST	MAPLE	43.770413	-87.719352	21
82	1127 BELL AVE	MAPLE	43.77032	-87.719089	17
83	2318 KROOS CT	LINDEN	43.769966	-87.720143	18
84	2134 S 15TH ST	LINDEN	43.730966	-87.725111	16
85	2409 S 16TH ST	LINDEN	43.728668	-87.72611	18
86	1505 MEAD AVE	LINDEN	43.727735	-87.72487	23
87	2704 S 19TH ST	LINDEN	43.725934	-87.730413	22
88	1542 FLORIDA AVE	MAPLE	43.718312	-87.726491	19
89	3613 S 10TH ST	ASH	43.717241	-87.717463	16
90	4007 S 12TH PL	LINDEN	43.711605	-87.721604	16
91	1335 KINGS CT	ASH	43.711384	-87.723296	21
92	1384 KINGS CT	ASH	43.710859	-87.724488	17
93	3634 S 17TH PL	ASH	43.716321	-87.72851	17
94	823 JACKSON AVE	LINDEN	43.724901	-87.713897	20
95	2220 UNION AVE	MAPLE	43.732457	-87.736721	16
96	1721 S 24TH ST	MAPLE	43.735004	-87.736764	18
97	901 SWIFT AVE	MAPLE	43.733361	-87.714719	11
98	2418 DAVID AVE	MAPLE	43.737555	-87.737577	18
99	1610 S 9TH ST	MAPLE	43.736513	-87.714719	28
100	1606 S 9TH ST	MAPLE	43.736587	-87.714717	20
101	1646 S 26TH ST	LINDEN	43.736176	-87.739316	25
102	1601 S 8TH ST	MAPLE	43.736827	-87.712515	15
103	2420 ELM AVE	MAPLE	43.734067	-87.737751	17
104	1714 S 22ND ST	ASH	43.735192	-87.734306	18
105	701 S 14TH ST	HORSE CHESTNUT	43.746667	-87.722717	17
106	1537 S 19TH ST	LINDEN	43.737458	-87.730833	22
107	2119 BROADWAY AVE	LINDEN	43.735629	-87.733956	18
108	2417 PERSHING AVE	LINDEN	43.779746	-87.738624	17
109	2423 PERSHING AVE	LINDEN	43.779768	-87.738858	16
110	2607 MAC ARTHUR AVE	ASH	43.780955	-87.740353	20
111	1528 N 5TH ST	MAPLE	43.762775	-87.708	16
112	426 GEELE AVE	LINDEN	43.768396	-87.707281	24
113	2311 N 5TH ST	LINDEN	43.769575	-87.707784	26
114	430 CLIFTON AVE	MAPLE	43.77137	-87.707477	19
115	513 HIGHLAND TER	LINDEN	43.775054	-87.707646	18
116	530 HIGHLAND TER	LINDEN	43.775056	-87.708808	19
117	538 HIGHLAND TER	LINDEN	43.775007	-87.708937	16
118	2314 N 25TH ST	ASH	43.770125	-87.739065	19
119	1326 N 12TH ST	MAPLE	43.759572	-87.720001	14
120	1729 N 13TH ST	LINDEN	43.763819	-87.7219	22
121	1818 N 13TH ST	MAPLE	43.764223	-87.722092	13

122	1818 N 13TH ST	MAPLE	43.764327	-87.722093	16
123	2019 N 10TH ST	MAPLE	43.767101	-87.716178	22
124	1021 BLUFF AVE	MAPLE	43.766404	-87.717189	23

Trees can be viewed by using this map link

<https://gis.sheboyganwi.gov/portal/home/webmap/viewer.html?webmap=7ff5791e34d449c09e33810974cbcd7>

CITY OF SHEBOYGAN

TERMS AND CONDITIONS FOR ALL CONTRACTS FUNDED WITH FEDERAL GRANTS SUBJECT TO THE UNIFORM GUIDANCE

In the event of a conflict between the below terms and conditions and the terms of the main body of the Contract or any exhibit or appendix, these federally required contract terms shall govern.

1. **Amendment Permitted.** This list of Federally Required Contract terms may be amended by City in the event that the applicable federal grant providing funding for this Agreement contains additional required terms.

2. **Debarment and Suspension.** Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify City immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.

3. **Record Retention.** Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Contractor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of five (5) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, City's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.

4. **Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials).** Pursuant to 2 CFR §200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** If this is a contract or sub-grant in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act

(42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6. **Energy Efficiency.** Contractor certifies that it will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

7. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). Contractor certifies that:

7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from City and provide, completed, to City the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

7.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

7.4. Contractor's completed Byrd Anti-Lobbying Certification is attached hereto and incorporated herein.

8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies Only to Funding Over \$100,000, When Laborers or Mechanics are Used).** Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Right to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.
10. **Federal Government is Not a Party.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from the Contract.
11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** If this is a "prime construction contract," in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. **Note: this paragraph is not applicable to contracts paid for solely with ARPA SLFRF moneys.**
12. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** If this is a "prime construction contract" in excess of \$2,000, Contractor shall, in its performance of the contract, comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
13. **Equal Employment Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
14. **Termination for Convenience.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: City may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from City to Contractor. If Contractor is terminated for convenience by City, Contractor will be paid for services actually performed or commodity actually provided.
15. **Termination for Cause.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; City shall have the right to terminate this Contract. City shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor's performance, and shall give Contractor thirty (30)

days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of City, become property of City. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.

16. **Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts.** These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

17. **Domestic Preferences for Procurements.** Pursuant to 2 CFR §200.322, as appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

18. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Contractor shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, Contractor shall alert City as soon as possible and shall provide information on any measures taken to prevent recurrence.

19. **Prohibitions on Discrimination.** Contractor agrees to comply with the following as applicable:

19.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

19.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

19.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

19.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

19.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto.

19.6. Title IX of the Education Amendments of 1972 (Title IX), (20 U.S.C. 1681 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 28, which prohibits discrimination on the basis of sex in any federally funded education program or activity

20. **Financial and Program Management** As subrecipient of federal funds, Contractor is required to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Agreement and subject to such exceptions as may be otherwise provided by Treasury.

20.1. Financial Management: Contractor shall maintain records and financial documents sufficient to show compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury. Contractor shall grant the Treasury Office of Inspector General and the Government Accountability Office or their authorized representatives, the right of access to these records in order to conduct audits or other investigations. Financial records, supporting documents, statistical records and all other records pertinent to the services purchased pursuant to this Agreement shall be retained for a period of five (5) years after all of the City's funds have been expended or returned to the Treasury Department, whichever is later.

20.2. Audit Requirements. Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) or upon request. Contractors who expend more than \$750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

20.3 Recipient Integrity and Performance Matters. Contractor agrees to provide any information requested by the City in order to comply with 2 CFR Appendix XII to Part 200

20.4 SAM.gov Requirements. Contractor is required to comply with 2 CFR Part 25 (System for Award Management (“SAM”)) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR § 25.110.

21. **Drug-Free Workplace.** Contractor acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)

22. **Relocation Assistance.** Where an agreement or project requires the relocation of persons or such person’s personal property, Contractor is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

23. **Incorporation of Required Clauses and Conditions.** To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this Agreement between the City of Sheboygan and the Room Tax Commission, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

This form is required only for subrecipient funding of more than \$100,000

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Date: _____

Signature of Contractor's authorized official

(Print name of person signing above)

(Print title of person signing above)

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order 12549 requires that all contractors receiving individual awards, using federal funds and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the Federal Government. By signing below, Contractor certifies that its organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html>.

Your signature certifies that neither you nor your principal is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Date: _____

Signature of Contractor's authorized official

(Print name of person signing above)

(Print title of person signing above)