

SERVICES AGREEMENT
(Purchase Order #_____)

This agreement ("Agreement") between the City of Duluth, a Minnesota municipal corporation ("City") and Rick's Tree and Stump Removal. ("Rick's" or "Service Provider"), with offices located at 4168 W Calvary Road, Duluth, MN 55803.

WHEREAS, City desires to enter into an agreement with a service provider to provide tree and brush clearing at three sites in the City;

WHEREAS, City issued a Request for Quote (the "RFQ") for tree and brush clearing at three sites in the City (the "Services");

WHEREAS, Rick's is in the business of providing tree and brush removal to its customers;

WHEREAS, Rick's submitted a Response to the RFQ (the "Response") and has represented itself as fully capable of providing the Services to its customers and that it is qualified and willing to perform the services set forth in the RFQ;

WHEREAS, based on the Response the City has selected Rick's as the lowest responsible bidder and wishes to engage Rick's to provide the Services;

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

City and Service Provider hereby agree to the following terms and conditions:

1. Services. Service Provider shall provide the following Services:

Tree clearing and chipping at three sites in the City, described in more detail on the Response attached to this Agreement as Exhibit A and incorporated by reference.

2. Rates/Price and Payment for Services. The rates (the "Rates") for the Services are outlined in Exhibit A. The total amount payable under this agreement shall not exceed Sixty-Eight Thousand, Nine Hundred Eighty-Seven and 17/100 Dollars (\$68,987.17) unless the contract is modified by formal amendment. Payments shall be made from fund 510-500-1945-5310. Service Provider shall be paid for the Services within thirty (30) days of the City's receipt of an invoice.

3. Term; Termination. The term of this Agreement shall commence on date of attestation and shall continue, unless earlier terminated as provided for herein, for a period ending December 31, 2024 (the "Term"). The Term will not renew. Either party may terminate this Agreement at any time prior to the end of the Term due to the other party's material breach of any of its obligations hereunder, which breach has not been cured to the non-breaching party's reasonable satisfaction within a reasonable time, not to exceed ten (10) business days, after receipt of written notice specifying such breach.

4. Representations and Warranties. Service Provider represents and warrants that:

i. Service Provider shall perform its respective duties in a professional and diligent manner in the best interests of City and in compliance with all applicable laws.

ii. Service Provider and all personnel to be provided by it hereunder have sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.

5. Insurance.

A. Service Provider shall provide and maintain in full force and effect during the life of this Agreement the following minimum amounts of insurance:

(1) Workers compensation insurance in accordance with applicable law.

(2) Commercial General and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit shall be in a company approved by the City of Duluth and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. Umbrella coverage with a "form following" provision may make up the difference between the commercial general and auto liability coverage amounts and the required minimum amount stated above. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Service Provider's interests and liabilities.

(3) City of Duluth shall always be named as an Additional Insured under the Commercial General and Automobile Liability Policies, and Service Provider will provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation provision included.

B. Certificates showing that Service Provider is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.

6. Indemnification.

To the fullest extent permitted by law, Service Provider shall defend, indemnify, and hold City and its employees, officers and agents harmless from and against any and all costs or expenses, claims or liabilities, including but not limited to, reasonable attorney's fees and expenses, whether asserted by itself or any third party, including claims arising from the acts, omissions, negligence, or misconduct of Service Provider or that of its agents, employees, or contractors. The obligations shall include, but not be limited to, the obligations to defend, indemnify, and hold harmless the City in all matters where claims of liability against the City are alleged to be or could be found to arise out of acts or omissions of Service Provider or are passive, derivative, or vicarious of the negligent or intentional acts or omissions of Service Provider arise out of or relate to the services in this Agreement or Service Provider's negligent, intentional, or wrongful acts or omissions, including breach of any duty in this agreement, of Service Provider. The obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against City. This Section shall survive the termination of this Agreement for any reason. Service Provider shall not have the obligation to indemnify the City for its intentional, willful or wanton acts.

The Service Provider understands this provision may affect its rights and may shift liability.

7. Data, Records and Inspection.

- a. The City agrees that it will make available all pertinent information, data and records under its control for Service Provider to use in the performance of this Agreement, or to assist Service Provider wherever possible to obtain such records, data and information.
- b. All customer addresses and other data or customer information provided to Service Provider by the City pursuant to this Agreement will be confidential and will not be released by Service Provider without prior authorization from the City.
- c. Records shall be maintained by Service Provider in accordance with requirements prescribed by the City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
- d. Service Provider will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- e. Service Provider shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- f. Service Provider shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement. Service Provider will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

8. Independent Contractors. The parties agree that they are independent contractors, and no agency, partnership, employment or joint venture arrangement shall be deemed to exist by virtue of this Agreement, performance hereunder or otherwise. No employee or independent contractor of Service Provider shall be deemed to have any employment or independent contractor relationship with City by virtue of this Agreement or performance hereunder, and such individuals shall have no claim against City for any employee benefits offered to employees of City.

9. Assignment. Service Provider may not assign this agreement. City may assign this Agreement without the prior written consent of Service Provider.

10. Amendment; Entire Agreement. This Agreement embodies the entire understanding of the parties and there are no other agreements or understandings, written or oral, in effect between parties relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument signed by the parties.

11. Applicable Law. This Agreement, together with all of its paragraphs, terms and provisions is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

13. Captions. The captions contained in this Agreement are solely for convenience of reference and are not part of the Agreement and shall not be used in construing this Agreement or in any way affect the meaning or interpretation of this Agreement.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth below.

CITY OF DULUTH

By:

Mayor

Attest:

City Clerk

Date Attested: _____

Countersigned:

City Auditor

Date

Approved as to form:

City Attorney

Date

RICK'S TREE AND STUMP REMOVAL

By:

Representative

Its:

Title of Representative

Date: _____

Proposal

218-728-2427



EXHIBIT A

Rick's Tree & Stump Removal
 4168 W Calvary Rd
 Duluth, MN 55803

Experienced, Knowledgeable Tree Care

City of Duluth Utilities 20240415
 Monday, April 15, 2024

City of Duluth Utilities

 520 Garfield Ave
 Duluth, MN 55802
Phone:218-730-4061 Darel

Salesperson:
 David Hanson
 2183915931
 dave@rickstreeduluth.com

Worksite:
 319 Michigan Ave
 Duluth, MN 55806

#	Item	Description	Qty	Cost
1		Tree Work Site: 3 sites in Duluth, MN per the plans. Chip all trees and brush 4" diameter and less, wood to be left on job site, on outside edge of right of way. We will be driving a bobcat tracked skid steer down the right of way to move the trees off to the side. Cut stumps low, no grubbing. Wood chips will be left of the right of way, but they will be spread out 8" thick or less. Prevailing wage job Job to be completed by 12/31/2024	1	\$68,987.17

 Signature

 Proposal is valid for 30 days.

 Date

Subtotal:	\$68,987.17
Tax:	\$0.00
Total:	\$68,987.17

Proposal

218-728-2427



Rick's Tree & Stump Removal

4168 W Calvary Rd
Duluth, MN 55803

Experienced, Knowledgeable Tree Care

City of Duluth Utilities 20240415

Monday, April 15, 2024

Terms and Conditions, it is agreed by and between Rick's Tree & Stump Removal, LLC and the client whose name appears signed on this contract, that the following provisions are made as part of this contract:

Insurance by Contractor: Rick's Tree & Stump Removal, LLC warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by Workers' Compensation as required by law. Certificates of coverage are available upon request.

Cancellation Fee: Rick's Tree & Stump Removal, LLC kindly requests that the authorizing party provide at least 24 hours advance notice of any full or partial work cancellation. If a crew has been dispatched to the job site, the customer will be assessed an inconvenience fee of 175.00.

Workmanship/Performance: Rick's Tree & Stump Removal, LLC are trained arborists; either certified or working under direct supervision thereof. Certification comes through organizations such as International Society of Arboriculture and can always be verified. All work will be performed professionally, with the appropriate tools and equipment for proper completion. All equipment and work performed will be in full compliance with the most current revision of the American National Standards Institute (ANSI Z113.1) Standard for tree care operations. (Copies can be obtained for a fee by contacting the International Society of Arboriculture). This includes the practice of not using spurs on live trees, and sterilizing equipment prior to use on property.

Tree Ownership: The authorizing party warrants that all trees listed are located on the customer's property, and, if not, that the authorizing party has received full permission from the owner to allow Rick's Tree & Stump Removal, LLC to perform the specified work. Should any tree be mistakenly identified as to ownership, the customer agrees to indemnify Rick's Tree & Stump Removal, LLC for any damages or costs incurred from the result thereof.

Additional Work: Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or caused by previously unknown foreign material in the trunk, the branches, underground, or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and material basis.

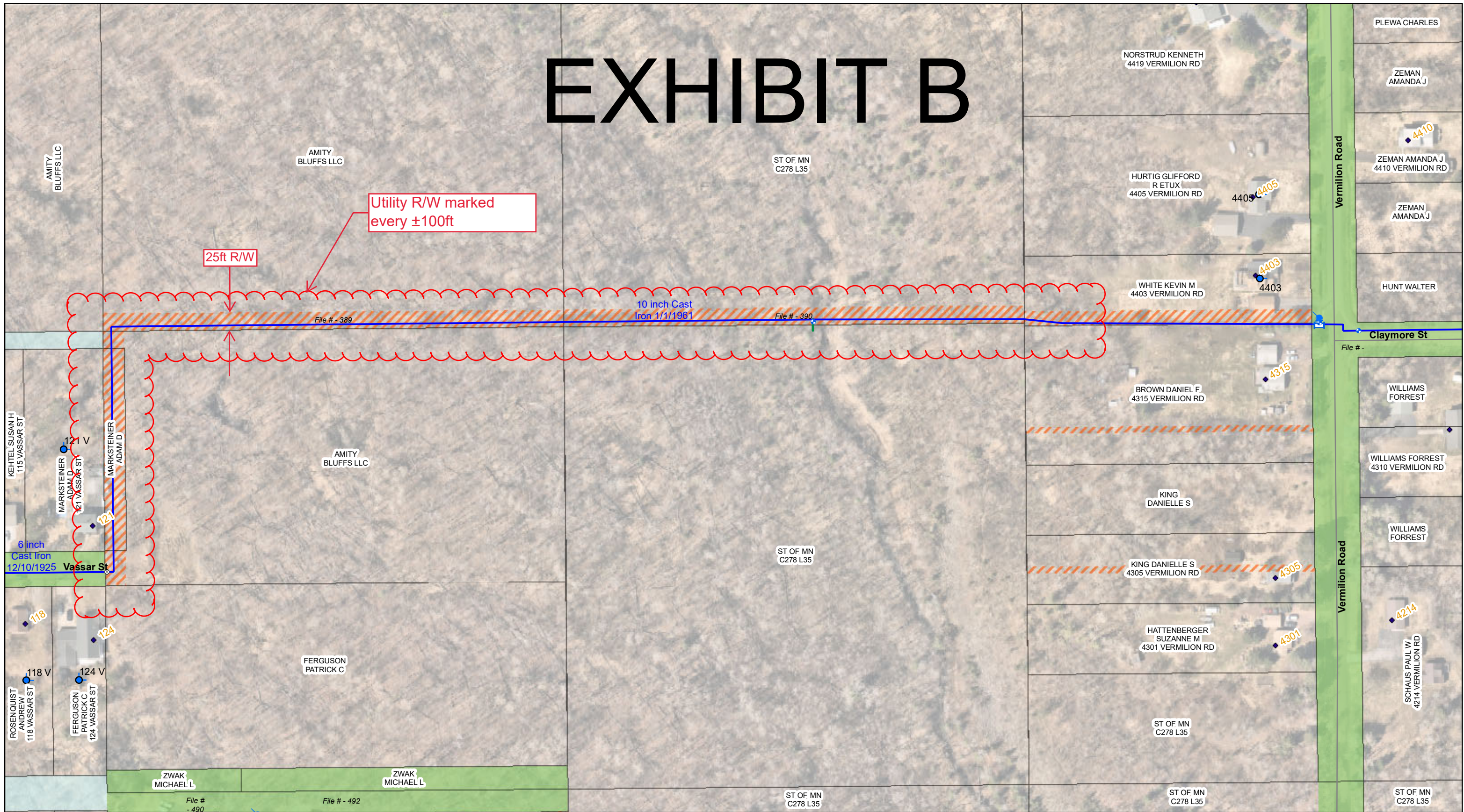
Safety: Rick's Tree & Stump Removal, LLC warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standard. The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader on-site.

Unmarked Utilities: Rick's Tree & Stump Removal, LLC is not responsible for damages to underground sprinklers, drain lines, invisible fences or underground cables unless the system(s) are adequately and accurately mapped by the authorizing part and a copy is presented before or at the time the work is performed.

Terms of Payment: Unless otherwise noted, the customer agrees to pay the account in full to Rick's Tree & Stump Removal, LLC upon completion of the work. Failure to remit full payment within the payment terms will be subject to an 18% annual finance charge with a minimum charge of \$0.50. Payments not received within 90 days will assess a \$50 late fee and may be turned over to collections.

Returned Check Fee: There will be a \$25.00 fee charged for all checks returned to our office for non-sufficient funds

EXHIBIT B



The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown and is to be used for reference purposes only. The City of Duluth shall not be liable for errors contained within this data provided or for any damages in connection with the use of this information contained within.

The City of Duluth requires that this map/data not be redistributed to any party in whole or in part, including any derivative works of products generated by combining the data with other data, unless authorized by the City of Duluth GIS office.

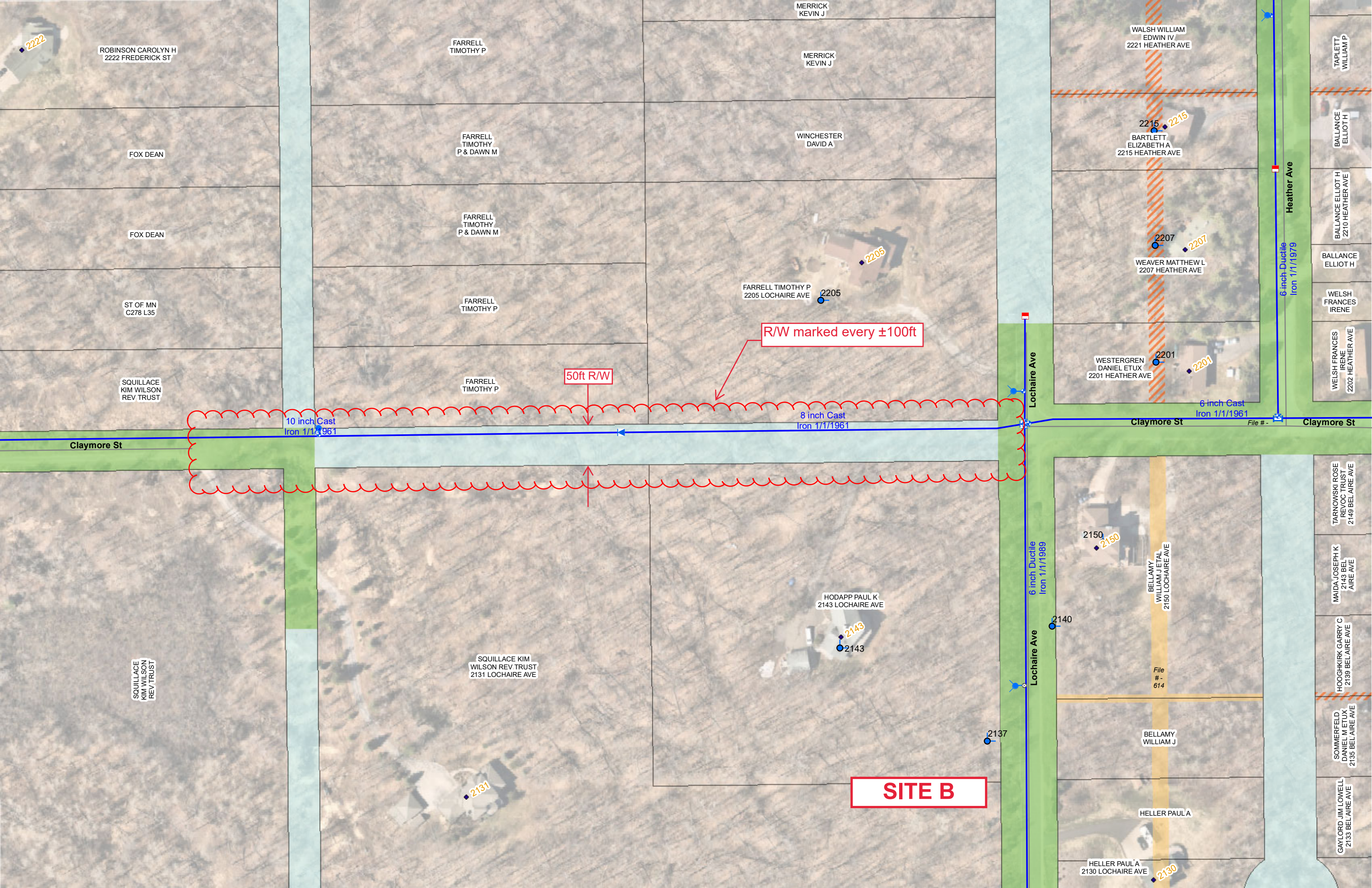
SITE A

City of Duluth - Utilities Map



1 inch = 129 feet

Date: 12/12/2023



2222

ROBINSON CAROLYN H
2222 FREDERICK ST

FARRELL
TIMOTHY P

MERRICK
KEVIN J

WALSH WILLIAM
EDWIN IV
2221 HEATHER AVE

TAPLETT
WILLIAM P

FOX DEAN

FARRELL
TIMOTHY
P & DAWN M

WINCHESTER
DAVID A

2215
BARTLETT
ELIZABETH A
2215 HEATHER AVE

BALLANCE
ELLIOT H

FOX DEAN

FARRELL
TIMOTHY
P & DAWN M

2207
WEAVER MATTHEW L
2207 HEATHER AVE

BALLANCE ELLIOT H
2210 HEATHER AVE

ST OF MN
C278 L35

FARRELL
TIMOTHY P

FARRELL TIMOTHY P
2205 LOCHAIRE AVE
2205

BALLANCE
ELLIOT H

WELSH
FRANCES
IRENE

SQUILLACE
KIM WILSON
REV TRUST

FARRELL
TIMOTHY P

2201
WESTERGREN
DANIEL ETUX
2201 HEATHER AVE

WELSH FRANCES
IRENE
2202 HEATHER AVE

50ft R/W

R/W marked every ± 100 ft

10 inch Cast
Iron 1/1/1961

8 inch Cast
Iron 1/1/1961

6 inch Cast
Iron 1/1/1961

File # -

Claymore St

Claymore St

Claymore St

Lochaire Ave

6 inch Ductile
Iron 1/1/1989

Lochaire Ave

2137

2140

BELLAMY
WILLIAM J ETAL
2150 LOCHAIRE AVE

2150

HODAPP PAUL K
2143 LOCHAIRE AVE

2143

SQUILLACE KIM
WILSON REV TRUST
2131 LOCHAIRE AVE

2131

SITE B

BELLAMY
WILLIAM J

HELLER PAUL A

HELLER PAUL A
2130 LOCHAIRE AVE
2130

TARNOWSKI ROSE
REVOC TRUST
2149 BEL AIRE AVE

MAIDA JOSEPH K
2143 BEL
AIRE AVE

HOOGHKIRK GARRY C
2139 BEL AIRE AVE

SOMMERFELD
DANIEL M ETUX
2135 BEL AIRE AVE

GAYLORD JIM LOWELL
2133 BEL AIRE AVE

Date: 2/9/2024