

City Of Racine, Wisconsin



Official Notice #1-2016 Request for Bids for

2016-2018 Forestry Maintenance Contract

Johnson Golf Course, Washington Golf Course
& Shoop Golf Course

Mound Cemetery & Graceland Cemetery

Wustum Museum

Return completed, sealed bid documents prior to **January 26, 2016 at 10 am** to:

Kathy Kasper
Purchasing Agent
730 Washington Ave. Room 103
Racine, Wisconsin 53403

**Bids must be received by the above date and time or they will not be considered.
Please mark the submission with Official Notice #1-2016.**

The undersigned hereby proposes to furnish all labor, tools, equipment and all materials, except as definitively specified to be furnished by others, ready for use, all in accordance with these specifications, all as attached hereto and all of which the undersigned has examined, to complete the following work for the compensation indicated:

COMPANY NAME _____

NAME OF PERSON COMPLETING BID _____

TITLE OF PERSON COMPLETING BID _____

DATE _____

PHONE NUMBER _____

Note: Payments will only be made by a City of Racine credit card. Therefore the bidder must be able to accept credit card payments. Reference specification section #2

REFERENCES

As a part of properly completing the bid, provide the names, addresses, phone numbers and contact persons for a minimum of two companies or municipalities for which the bidder has satisfactorily performed tree work within the past 5 years. Reference specification #2

1. Company/Municipality: _____

Address: _____

Contact Person: _____

Phone Number: _____

2. Company/Municipality: _____

Address: _____

Contact Person: _____

Phone Number: _____

3. Company/Municipality: _____
 Address: _____
 Contact Person: _____
 Phone Number: _____

Number of years the bidder has been working in the field of arboriculture: _____ years.

1. UNIT PRICE: Tree & Stump Removal, Non-Emergency Rates, (Normal Working Hours)

Reference specification #21, 23

	Price Range per Unit
Tree & Stump Removal – 2” to 10” DBH	\$_____ to \$_____
Tree & Stump Removal – 11” to 20” DBH	\$_____ to \$_____
Tree & Stump Removal – 21” to 30” DBH	\$_____ to \$_____
Tree & Stump Removal – 31” DBH	\$_____
Tree & Stump Removal – price per add’tl inch over 31” DBH (31” rate + (1” rate x # of inches)	\$_____ per add’tl inch over 31”

2. UNIT PRICE: Stump Removal Only, Non-Emergency Rates, (Normal Working Hours)

This unit pricing will be used for stump removal where the tree was removed under emergency conditions. This unit pricing will also be used when tree was removed by City crews. Reference specification #19, 21, 23

	Price Range per Unit
Stump Removal – 2” to 10” Diameter	\$_____ to \$_____
Stump Removal – 11” to 20” Diameter	\$_____ to \$_____
Stump Removal – 21” to 30” Diameter	\$_____ to \$_____
Stump Removal – 31” Diameter	\$_____
Stump Removal – price per add’tl inch over 31” DBH (31” rate + (1” rate x # of inches)	\$_____ per add’tl inch over 31”

3. Pruning & Non-Emergency Hourly Rates, (Normal Working Hours)

The hourly pricing will be used for general tree pruning and for non-emergency work during normal working hours (including wood and woodchip disposal generated from emergency work). Reference specification #19, 20, 21, 22

Crew Leader \$_____ per hour
Arborist \$_____ per hour
Ground person \$_____ per hour

4. Emergency Hourly Rates, (Non-Normal Working Hours)

This hourly pricing will be used for emergency work occurring after normal working hours including Saturdays, Sundays and Holidays. Reference specification #19, 21

Crew Leader \$_____ per hour
Arborist \$_____ per hour
Ground person \$_____ per hour

5. ISA Certified Arborist

Attach a copy of at least one person’s International Society Arboriculture Certified Arborist certification. Reference specification section #2

ADDENDUM

The bidder acknowledges receipt of the following addenda:

Date Received	Addendum	Initials
_____	_____	_____
_____	_____	_____

CITY OF RACINE



Bid Specifications

2016-2018 Forestry Maintenance Contract

Johnson Golf Course, Washington Golf Course
& Shoop Golf Course

Mound Cemetery & Graceland Cemetery

Wustum Museum

Parks, Recreation, and Cultural Services
City Hall Annex
800 Center Street, Room 127
Racine, WI 53403

1. SCOPE OF WORK

These specifications are intended to provide the minimum standards necessary for tree maintenance at Johnson Golf Course, Washington Golf Course, Shoop Golf Course, Mound Cemetery, Graceland Cemetery, and Wustum Museum. The contractor shall furnish all supervision, materials, tools, equipment and labor required to perform the forestry maintenance as described in the following specifications.

All services shall be delivered in a thorough and professional manner in conformance with accepted arboricultural methods and practices and in strict conformance with all applicable state and local codes, laws, ordinances, orders, etc. as if such legal requirements were herein set forth at length.

The total estimated value of this two-year contract is \$59,400.00 (\$29,700 per calendar year).

2. PRE-QUALIFICATION OF BIDDER

Each bidder must furnish satisfactory evidence to the City that it has within the past five (5) years had experience in forestry maintenance and is capable of providing efficient, courteous and satisfactory service as required herein. Evidence of satisfactory service will be determined by, but not necessarily limited to, reports received from the references provided on the Bidder Proposal Form.

Since this work is of a potentially dangerous nature, and requires special expertise, it is to be performed by a contractor which derives a majority of its annual income from arboricultural work and whose employees are highly trained and skilled in all phases of tree service work, including the use of rope and saddle.

The bidder or a full-time employee must be an International Society of Arboriculture Certified Arborist. The bidder must be accessible by e-mail, which will be the primary method of written communication. The bidder must be able to accept credit card payments.

3. DEFINITIONS

- A. DBH – Diameter at Breast Height, measured at 4 ½ feet above the ground
- B. ANSI Z133.1 – The most current edition of the American National Standards Institute (ANSI) Safety Requirements for Arboricultural Operations
- C. ANSI A300 – The most current edition of the American National Standards Institute (ANSI) Pruning Standards for Tree Care Operations
- D. Best Management Practices – Refers to the companion publication to the ANSI A300 Standards for Tree Pruning

4. BIDS

Bids shall be made on the Bidder's Proposal Form as provided by the City in the manner indicated thereon. The City reserves the right to reject all or any bid or to accept any bid which will best serve the interests of the City.

5. LOCATIONS

Johnson Golf Course
6200 Northwestern Ave.
Racine, Wisconsin

Shoop Golf Course
4510 Lighthouse Dr.
Racine, Wisconsin

Washington Golf Course
2801 12th St.
Racine, Wisconsin

Mound Cemetery
1147 West Blvd.
Racine, Wisconsin

Graceland Cemetery
3527 Osborne Blvd.
Racine, Wisconsin

Wustum Museum
2519 Northwestern Ave.
Racine, Wisconsin

6. INSPECTION OF THE SITE

It is the responsibility of all bidders to visit the above listed sites prior to bidding to determine the exact conditions that exist in relation to the services called for under these specifications. Bidders shall specifically make a note of the fact that the successful bidder is responsible for scheduling work with facility staff during normal business hours, in consideration of scheduled burials and related work at the cemeteries, tournaments and other events at the golf courses, and educational classes at the museum. The successful bidder shall be flexible to allow for variation in the times allocated for maintenance.

7. TERMS OF THE CONTRACT

The contract will be for an initial term of two (2) years and may be extended for an additional two (2) years providing both parties agree to the extension under the condition that the price may be re-negotiated, that all other terms, conditions, and specifications remain the same. Notification to the City of the desire to extend, including any price change request shall be given by the Contractor at least sixty (60) days before the contract expiration date.

8. HOLD HARMLESS/INDEMNIFICATION

The successful bidder, as Contractor, agrees to protect, defend, indemnify and hold harmless the City and its officers, employees, departments, commissioners, agents and authorized volunteers from and against any and all liability, loss, expense, penalty, damage, settlement, cost, charge, and any other expense or liability of any kind (no limitation) in connection with or arising directly or indirectly out of the work agreed to or performed by the Contractor. Indemnification requirements are outlined in the attached indemnification and insurance requirement document.

9. INSURANCE

The contractor shall provide the City with proof of insurance including, upon request, copies of policies and endorsements. Such documentation shall be presented at the time the contract is signed.

Certificates of insurance shall provide that all notices by the insurer to the insured shall simultaneously be sent to the City; that at least thirty (30) days prior to any cancellation of such coverage or any part thereof, written notice shall be given to the City, and that unless such notice is given the purported cancellation will be ineffective. The proof of insurance shall show coverage as outlined in the attached indemnification and insurance document.

10. DAMAGE TO CITY PROPERTY

The contractor shall accept full responsibility for repair or replacement costs and other incidental costs for any and all damage to property incurred through accident, negligence, error in judgement or misuse of equipment including, but not limited to, buildings, structures, fences, benches, irrigation systems, tee boxes, fairways, greens, headstones, monuments, vases, and other trees, turf and vegetation. Repair or compensation by the Contractor will be to the satisfaction of the City. The Contractor shall notify the City Forester of any damaged property immediately.

11. SUPERVISION

The Contractor shall have on the job at all times a responsible and experienced working supervisor who is knowledgeable about the work being performed. Such person shall be authorized to receive instructions from the City Forester and to act upon such instructions, or to transmit such instructions to the Contractor immediately. This person must read, speak and write English competently. This person must have a mobile phone.

12. PERSONNEL

The Contractor shall have available sufficient manpower for scheduling who are trained, competent and reliable to perform satisfactorily all the work as outlined. The City reserves the right to reject any of the Contractor's employees subject to compliance with Wis. Stat. sec. 111.31, *et seq.* Subcontracting will only be permitted with the City's approval.

13. TOOLS AND EQUIPMENT

The contractor shall provide and maintain at its expense all necessary tools and equipment and replacements required to fulfill the requirements of this contract. The Contractor shall maintain such equipment in good working order and shall keep it neat in appearance. Normal equipment wear can be expected. The Contractor shall make all necessary repairs of hydraulic and gas lines, grease fittings, oil filter, etc. to prevent oil and/or fuel leakage onto gravel, asphalt and turf areas. The City will not allow unsafe equipment or vehicles to be operated under this contract.

The contractor must maintain a 24-hour telephone where they may be contacted in case of an emergency.

14. PRE-WORK MEETING

Before work begins there will be a meeting between the Contractor and the City Forester to discuss the standards and procedures applicable to this contract.

15. PUBLIC RELATIONS

Anyone asking a question or making a complaint that the Contractor cannot answer shall be referred to the City Forester. The Contractor shall make no statements about why specific trees are being pruned or removed, no statements or comments questioning the judgment of the City, and no statements about City activities, policies and procedures including, but not limited to, replacement tree planting and stump

grinding.

16. TRAFFIC CONTROL

The Contractor is responsible for maintaining appropriate vehicle and pedestrian traffic control and maintaining safe conditions near the work zone according to DOT standards.

17. ABOVE & UNDERGROUND UTILITIES

The Contractor is responsible for contacting Digger's Hotline for all excavations and stump grinding. The Contractor shall also notify the Parks Department at (262) 636-9135, three (3) working days prior to any excavation in order that all private park utility lines can be located. If any damage occurs the Contractor shall contact the appropriate Utility and the City Forester immediately.

18. SAFETY

All forestry work associated with this contract shall conform to ANSI Z133.1, and must follow Best Management Practices. Unsafe practices, people, equipment or vehicles are not allowed and will not be tolerated during the performance of this contract. The City Forester will require removal of unsafe persons or equipment from the City's property.

The Contractor's employees shall comply with OSHA requirements and the Contractor shall ensure that such compliance is made.

19. EMERGENCY WORK

In case of emergencies such as a severe storm, wind, ice, etc., the Contractor shall give priority to the City to make golf course, cemetery and museum grounds safe to the public and to the City's satisfaction. The Contractor shall provide and maintain an up-to-date list of contact names and phone numbers, available 24-hours per day, should a night, weekend or holiday emergency arise.

All persons on the contact list must have the authority to make decisions and assign work to others. Once contacted by the City Forester, the contractor must meet, within 2 hours unless otherwise approved, at the site to assess the damage and formulate an agreed upon work plan. The duration of the emergency call in will be only for the time that is needed to make the site safe and operational. Charges for travel time to and from the Contractor's office or facilities will be allowed for Emergency Work only.

All forestry work performed under "Emergency Work" shall be charged at the **Emergency Hourly Rates, (Non-Normal Working Hours)**, as shown on the Bidder's Proposal item #4. It will not matter what the size of the tree or limb is.

When trees are removed as "Emergency Work", the associated stump removal shall not be performed as "Emergency Work". Stumps shall be removed during normal working hours at the **Stump Removal Only, Non-Emergency Rate (Normal Working Hours)**, as shown on the Bidder's Proposal item #2.

Wood and chips created during Emergency Work shall be disposed of during normal working hours and

associated costs shall be charged at the **Non-Emergency Hourly Rates (Normal Working Hours)**, as shown on the Bidder's Proposal item #3. The Contractor shall maintain a record of the hourly work including the date, location, employee, equipment and time spent at location.

20. NON-EMERGENCY HOURLY WORK

Non-Emergency Hourly Work does not include travel time to and from the Contractor's office or facilities, meals, breaks, time needed for repairs and other nonproductive time. Travel time to and from the Contractor's office or facilities will only be allowed for Emergency Work.

Occasionally the City Forester may require hourly work to be performed for a tree and stump removal due to the condition of a specific tree.

Example: a 20" DBH tree was significantly damaged during a storm several years ago. The tree now requires removal but only a fraction of its crown remains, as compared to a tree of the same species and size with a full crown. This tree may be required to be removed under "Non-Emergency Hourly Work" instead of the standard "Unit Price" for a 20" DBH tree and stump removal.

Hourly work shall be performed by a maximum of a three (3) person crew. If additional crew members are needed, authorization must first be requested from the City Forester. Charges for unauthorized crew members will not be paid.

21. UNIT PRICE

The Unit Price shall include all wood, saw dust and wood chip removal and disposal, all required clean-up to return the job site to pre-work conditions, the cost of topsoil and grass seed, and all labor, equipment and vehicles normally required for this type of arboricultural work as described.

22. PRUNING

All work shall conform to the most recent versions of ANSI Z133.1, and ANSI A300 and its companion Best Management Practices standards.

The Contractor shall remove any foreign objects attached to the trees such as rope, wire, nails, hose, lumber and signs, at the time of pruning.

The Contractor shall clean work site(s) prior to the end of the day and leave the site as clean as pre-work conditions.

A. ROUTINE PRUNING OF LARGE TREES (Trees > 6" DBH)

- **Clean:** Cleaning shall consist of selective pruning to remove one or more of the following parts: dead, diseased, and/or broken branches that are 2" or greater in size.
- **Thin:** Thinning shall consist of selective pruning to reduce the density of live branches. Thinning should result in an even distribution of branches on individual limbs and throughout the crown. Not more than 25% of the crown should be removed within an annual

growing season. Lion's-tailing is not permitted.

- **Raise/clear:** Raising shall consist of selective pruning to provide a vertical clearance of 13 feet 6 inches over streets and 8 feet over sidewalks. Clearing shall consist of selective pruning to provide sufficient clearance for street lighting, traffic visibility, traffic signs, other public installations and buildings as directed. Raising and clearing will be done to provide enough clearance for a minimum of at least one additional growing season. The Contractor shall contact the City before pruning off a large low limb when its removal might threaten the vitality of a tree.
- **Reduce:** Reduction shall consist of selective pruning to decrease height and/or spread. Consideration shall be given to the ability of a species to tolerate this type of pruning.
- **Restoration:** Restoration shall consist of selective pruning to improve the structure, form, and appearance of trees that have been severely headed, vandalized, or damaged.

B. ROUTINE PRUNING OF YOUNG TREES (Trees < 6" DBH):

- Pruning shall be limited to cleaning on trees that have been planted for two years or less. Branches should be retained on the lower trunk as long as possible. Once established, cleaning should be performed. Rubbing and poorly attached branches should be removed. A central leader or leader(s) as appropriate should be developed. A strong, properly spaced scaffold branch structure should be selected and maintained. Interfering branches should be reduced or removed. Branches that impact street and/or sidewalk clearance should be reduced or removed without adversely affecting the vitality or appearance of the tree.
- Only manual tools shall be used on trees less than 6 inches in diameter. Only by-pass type pruners shall be used. The use of powered pole equipment, such as pole extension chainsaws, is not permitted for pruning.

C. BILLINGS AND CHARGES FOR PRUNING

- Pruning of trees shall be charged at the **Pruning Hourly Rates (Normal Working Hours)**, as shown on the Bidder's Proposal item #3.

23. TREE AND STUMP REMOVAL

All work shall conform to the most recent version of ANSI Z133.1.

A. TREES

- Large pieces are to be roped down to avoid damaging other trees, sidewalks, streets, turf, irrigation, headstones, buildings and other infrastructure.
- The Contractor shall remove and clean the area of all branches, twigs and areas of large sawdust accumulation that were directly related to the tree removal prior to the end of the

day and leaving the site as clean as pre-work conditions. This will be performed even if the stump is to be removed at a future date.

B. STUMPS

- Stumps shall be removed within 30 days of the tree removal.
- Stumps shall be removed to 10" below grade and any exposed roots to 6" below grade. Any raised area at the base of the tree shall be lowered to match the surrounding grade.
- The Contractor shall clean and remove all chippings from stump removal area and shall fill all disturbed areas with 6" clean pulverized topsoil. Lightly compact via foot tamping and *level/finish grade to match adjacent grade*. Seed the area prior to the end of the day.
- Stump Diameter: the successful bidder may be required to remove stumps that are the result of tree removal by City crews. The stump diameter shall be determined by taking two measurements of the stump in two different directions and averaging them.

C. BILLINGS AND CHARGES

- Tree and stump removal shall be charged at the **UNIT PRICE: Tree & Stump Removal, Non-Emergency Rates (Normal Working Hours)** as shown on the Bidder's Proposal item #1.
- Stump removal for a tree that was removed during Emergency Work and/or by City crews shall be charged at the **UNIT PRICE: Stump Removal, Non-Emergency Rates (Normal Working Hours)** as shown on the Bidder's Proposal item #2.
- Tree and/or limb removal in an emergency shall be charged at the **Emergency Hourly Rates (Non-Normal Working Hours)** as shown on the Bidder's Proposal item #4.

24. SHRUBS AND VINES

- A. The City Forester may request that any shrubs and/or vines located within three feet of trunk of a tree that the Contractor is pruning or removing, be cut and immediately treated with an herbicide.
- B. The Contractor shall maintain and be able to provide MSDS sheets for all chemicals and products used during the contract period.

25. OBSTRUCTED WORK SITES

There are areas covered in this contract which have no roadways and are generally inaccessible to trucks. If, in the opinion of the Contractor, it is necessary to operate vehicles off roadways to complete a work assignment, permission must first be obtained from the City Forester and/or Facility Staff.

The Contractor's use of an aerial lift bucket truck does not excuse the Contractor from climbing trees using rope and saddle. Use of rope and saddle should be expected, especially at the cemeteries where access is often impeded by headstones. Vehicle access can usually (but not always) be granted at the golf courses and museum when soil conditions are dry and/or when the ground is frozen.

26. AERIAL INSPECTION

If, while pruning a tree, the Contractor discovers a problem that suggests that a tree should be removed, the Contractor shall notify the City Forester of the problem and wait for a decision before resuming work on that tree.

27. WOUND TREATMENT

Wound treatments should not be used to cover wounds or pruning cuts, except when recommended for disease, insect, mistletoe, sprout control, or for cosmetic reasons. Wound treatments that are damaging to tree tissues shall not be used. When working on trees known to be infected with diseases such as ceratocystis, hypoxylon canker, or verticillium wilt, all pruning tools are to be cleaned thoroughly before and after each and every cut with alcohol, hydrogen peroxide or chlorine bleach.

28. PAYMENTS AND BILLINGS

Only work approved for billing by the City Forester during a field inspection with the Contractor may be billed. The Contractor shall arrange such inspections with the City Forester at least two working days before the inspection is wanted and at the City Forester's convenience. Only completed work will be inspected and approved for payment. However, the City may inspect the Contractor's work at any time. All invoices must include, date and location of work, employee, unit price, labor hours and equipment rates as they appear on the Bidder's Proposal. Invoices shall be submitted directly to the City Forester for approval before payments will be authorized.

Billings will not be accepted more frequently than every two weeks.

Payments will only be made by a City of Racine credit card. Therefore the contractor must be able to accept credit card payments.

29. PENALTIES FOR FAILURE TO PERFORM

The Contractor shall be penalized for failure to perform the services as called for in these specifications. When a service is skipped or the performance is unacceptable, the Contractor shall be allowed a grace period of 24 hours to make the necessary correction. This grace period can be extended if, in the opinion of the City Forester, the poor results are not due to the Contractor's negligence, but can be attributed to unforeseen difficulties. Where there are insufficient extenuating circumstances and the Contractor permits the omission or poor work to continue beyond the grace period, the Contractor shall be penalized at the rate listed below.

The dollar amount of the penalties assessed against the Contractor shall be deducted from the next payment due the Contractor or settlement may be extended or deducted from future invoices, at the sole option of the City.

- Failure to comply with CLEAN-UP (section 21) - \$10 per individual tree work site per day

- Failure to comply with STUMP REMOVAL (section 21 & 23) - \$10 per day
- Failure to comply with SAFETY REGULATIONS (section 18) - \$100 per occurrence

When a service is skipped, left incomplete, or the nature of the neglect is such that the area cannot be reasonably used until the work is done, and where the Contractor is unable or unwilling to make immediate correction, the City shall make the correction to the area using necessary means. In this event, the Contractor shall be penalized the actual cost to make the correction plus ten percent (10%).

30. TERMINATION

Should the City deem the work being performed under this contract unsatisfactory, the City shall give the Contractor written notice to cure such unsatisfactory work. If such work continues in an unsatisfactory manner, then the City may, twenty (20) days after issuing the written notice, terminate the contract.

END OF DETAILED SPECIFICATIONS

INSTRUCTION TO BIDDERS

The specifications shall be held to include the Advertisement, Instructions to Bidders, Manufacturer's Qualifications, General Conditions, Proposal, Contract and Specifications.

All bids shall be made out as directed in the specifications and shall be on the Standard Proposal form furnished by the City of Racine. Any bid not on this form will not be accepted. Failure to comply with these requirements may result in rejection of bidder's proposal. **Bids will be placed in a sealed envelope and marked with the words "OFFICIAL NOTICE #1-2016" Please return this entire bid package with your bid.**

Bids are to be State and Federal Tax Exempt. A tax exemption certificate will be furnished to the successful bidder. No bid may be withdrawn after the time for opening bids.

Payment for the work will be in cash upon completion and acceptance of the work unless otherwise specified. If monthly payments are made, they will be made as set forth in the contract.

The City of Racine reserves the right to reject any or all bids or to accept any bid considered most advantageous to the City. It also reserves the right to waive any informality in bids received whenever such waiver is in the best interest of the City of Racine.

The accompanying bid includes the furnishing of all materials, labor and equipment required by the attached specifications, which I have carefully examined, and I hereby certify that the statements made herein are true and correct.

The undersigned represents that the prices in the accompanying bid are neither directly or indirectly the result of an agreement with any other bidder.

COMPANY: _____

ADDRESS: _____

CITY, STATE: _____

SIGNATURE: _____

PRINTED NAME: _____

BIDDER'S CERTIFICATION

I hereby certify that all statements herein are made in behalf of:

Name of Corporation, Partnership or Person submitting bid

a corporation organized and existing under the laws of the State of:

a partnership consisting of:_____

an individual trading as:_____

of the City of _____ State of _____

that I have examined and carefully prepared this proposal from the plans and specifications and have checked the same in detail before submitting this proposal; that I have full authority to make such statements and submit this proposal in its (their) behalf, and that said statements are true and correct

SIGNATURE:_____

TITLE:_____

Sworn and subscribed to before me

this _____ day of _____ 20_____.

(Notary or other officer authorized to administer oaths)

SEAL:

My commission expires_____

City of Racine Indemnification and Insurance Requirements

Indemnification

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City of Racine, Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Racine, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located. Contractor shall reimburse the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Insurance Requirements

The Contractor shall not commence work under a contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor. Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employers Liability Insurance - The Contractor shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Commercial General liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA0001), covering Symbol 1 (any vehicle)

Limits -The Contractor shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the City of Racine) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability- One million dollars (\$1,000,000)for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.

3. Umbrella Liability- One Million dollars (\$1,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status as respects liability arising out of activities performed by or on behalf of the Contractor; on products and completed operations of the Contractor; for premises occupied or used by the Contractor; and on any vehicles owned, leased, hired or borrowed by the Contractor.
2. The coverage shall contain no special limitations on the scope of protection afforded to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
3. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Racine, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty (60) days (or 10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Racine.
7. Such liability insurance shall indemnify the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily

injury (including death), property damage, personal injury, completed operations, and products liability.

8. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability with a minimum of a 24 month policy extension, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Racine, and shall have a minimum A.M. Best's rating of A-VII.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the City of Racine. At the option of the City of Racine, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Racine a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-8.

Responsibility for Work - Until the completion and final acceptance by the City of Racine of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Sub-Contractors - In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.