

**City of Racine, Wisconsin  
OFFICIAL NOTICE #18-2019  
Tree Removal & Stump Treatment at Riverside Park**



**City of Racine, Wisconsin**

**Official Notice #18-2019  
Schedule of Events**

August 9, 2019	Published in Newspaper   Posted to Website   Emailed
August 12, 2019	Published in Newspaper
<b>August 21, 2019 by 1:00pm</b>	DUE DATE Bid proposals received after this time will not be considered.
August 22, 2019	Review
August 26, 2019	Finance & Personnel
September 3, 2019	Common Council
September 4, 2019	Award & Issue Purchase Order or Contract
Method of submittal	Mail   In-person
Submit Proposals to	Monica G. Santos - Purchasing Agent City of Racine Finance – Purchasing Department 730 Washington Ave.   Room 105   Racine, WI 53403 Office: 262.636.9143   Fax: 262.636.9100 Email: <a href="mailto:monica.santos@cityofracine.org">monica.santos@cityofracine.org</a>

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, the following work for the compensation indicated.

Firm: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**BASE BID**

The Contractor shall submit a lump sum bid to remove trees and treat the stumps within the City of Racine in accordance with the specifications outlined below.

TOTAL AMOUNT OF THIS PROPOSAL: \$ \_\_\_\_\_

## Project Area: Riverside Park, 2000 - 2200 blocks Kinzie Avenue, Racine WI

Area is a wooded parcel located within Riverside Park. Boundaries include Kinzie Avenue to the north; bike path to the south; turf area to the east; turf area and sidewalk to the west. Area is a steep hillside.



**SPECIFICATIONS FOR  
2019 TREE REMOVAL & STUMP TREATMENT  
FOR THE CITY OF RACINE**

**1. SCOPE OF WORK**

These specifications are intended to provide the minimum standards necessary for tree removal and stump treatment located within the identified project area. The Contractor shall furnish all supervision, materials, tools, equipment and labor required to perform the tree removals and cut-stump treatment 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.

**TREE REMOVAL & STUMP TREATMENT**

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

Within the identified project area, remove all two-inch DBH and larger white/silver poplar, box elder, mulberry, tree-of-heaven, ash, honey suckle, buckthorn, sumac, and dead trees (any species). Also, remove six-inch DBH and smaller black locust. All stumps are to remain and will be left no higher than 6-inches high. All cut trees, vegetation, and related debris shall be removed from the project area. Careful consideration shall be made to retain and not damage native and desired trees. Desirable species include but are not limited to maple, oak, hackberry, elm, cherry, hawthorn, walnut, butternut, hickory, catalpa, spruce, linden, and 6-inch and larger black locust.

Cut Stump Treatment: within one-hour of tree removal spray the root collar area, sides of stump, and the outer portion of the cut surface including the cambium until thoroughly wet, but not to the point of runoff with Garlon 4 Ultra/oil mixture prepared and applied as directed by the Garlon 4 Ultra Specimen Label.

**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 arboriculture 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.

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.

**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.

#### **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. A lump sum bid shall be provided for the project. It is the bidder’s responsibility to familiarize themselves with the project sites and volume of work to be completed.

#### **5. LOCATION**

The work under this contract shall be performed within the identified work area noted at the beginning of these specifications. The park is located in the 2000 – 2200 blocks of Kinzie Avenue, on the east side of the road.

#### **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.

An optional pre-bid conference for all vendors will start at 10:30 am on Wednesday August 14, 2019. We will meet adjacent to the project area on Horlick Drive which is the road between the project area and the Root River.

#### **7. TERMS OF THE CONTRACT**

All work performed under this contract shall be completed by December 31, 2019.

#### **8. DAMAGE TO PROPERTY**

The Contractor shall take all necessary precautions to protect all adjacent vegetation. Any trees, shrubs and/or lawn areas that are damaged by the Contractor shall be replaced and/or restored, at their expense, to the satisfaction of the City of Racine.

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 judgment or misuse of equipment including, but not limited to buildings, vehicles, sidewalks, curbs, streets, and overhead and underground utilities. Repair or compensation by the Contractor shall be to the satisfaction of the City. The Contractor shall notify the City Forester of the damaged property immediately.

#### **9. SUPERVISION**

The Contractor shall have on the job at all times a responsible and experienced supervisor/crew leader/foreman 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.

## **10. 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.

## **11. 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, concrete and turf areas. The City will not allow unsafe equipment or vehicles to be operated under this contract.

## **12. PRE-WORK MEETING**

Before work begins there will be contact between the Contractor and the City Forester to discuss the standards and procedures applicable to this contract. The City Forester can be reached at (262) 770-7029.

## **13. PUBLIC RELATIONS**

Anyone asking a question or making a complaint that the Contractor cannot answer shall be referred to the City Forester via the Parks, Recreation, and Cultural Services Department at (262) 636-9131. The Contractor shall make no statements about why specific trees were 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 tree removal.

## **14. TRAFFIC CONTROL**

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

## **15. ABOVE & UNDERGROUND UTILITIES**

The Contractor is responsible for contacting Digger's Hotline for all excavations and stump grinding. If any damage occurs the Contractor shall contact the appropriate Utility and the City Forester immediately.

## **16. SAFETY**

All work associated with this contract shall conform to ANSI Z133.1, and must follow any applicable "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 project site.

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

## **17. UNIT PRICE**

The charges shall include the removal and disposal of all wood, branches, brush, saw dust, grindings, and other debris. Charges shall include the addition of clean topsoil and all equipment normally required for this type of arboricultural work as described (if applicable).

## **18. PAYMENTS AND BILLINGS**

Only work approved for billing by the City Forester during a field inspection with the Contractor may be invoiced. The Contractor shall arrange such inspections with the City Forester at least two (2) 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, tree diameter, unit price, and total cost of that location. Invoices shall be submitted directly to the City Forester for approval before payments will be authorized.

## **19. 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 - \$10 per individual tree work site per day
- Failure to comply with STUMP REMOVAL - \$10 per day
- Failure to comply with SAFETY REGULATIONS - \$100 per occurrence

When a service is skipped or left incomplete and the Contractor is unable or unwilling to make 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%).

## **20. 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. The City also reserves the right to terminate the contract if it appears the Contractor will not be able to perform said work before the outlined deadline.

**21. Questions & References**

Have you performed any work for the City of Racine in the past?	YES	NO
Are you part of the Disadvantage Business Enterprise (DBE) Program?	YES	NO
if you answered no, would you like more information?	YES	NO
Are you fully certified with the State of Wisconsin?	Yes	NO

**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 removal work within the past five (5) years.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Number of years the bidder has been in the Arborist profession: \_\_\_\_\_ years.

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

**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 #18-2019". 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: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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 \_\_\_\_\_