

**City of Racine**  
**Official Notice #23-2019**  
**Tree Removal & Stump Treatment – Colonial Park**



**City of Racine, Wisconsin**

<b>Schedule of Events</b>	
December 10, 2019	Published in Newspaper   Posted to Website   Emailed
December 13, 2019	Published in Newspaper
<b>December 18, 2019 by 1:00pm</b>	DUE DATE Bid proposals received after this time will not be considered.
January 2020	Finance & Personnel
January 2020	Common Council
January 2020	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> Website: <a href="http://www.cityofracine.org/purchasing">http://www.cityofracine.org/purchasing</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: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

**1. 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: \$ \_\_\_\_\_

**2. Instructions 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 #23-2019” 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 No bid may be withdrawn after the time for opening bids.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.

**3. Questions**

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

**4. 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).

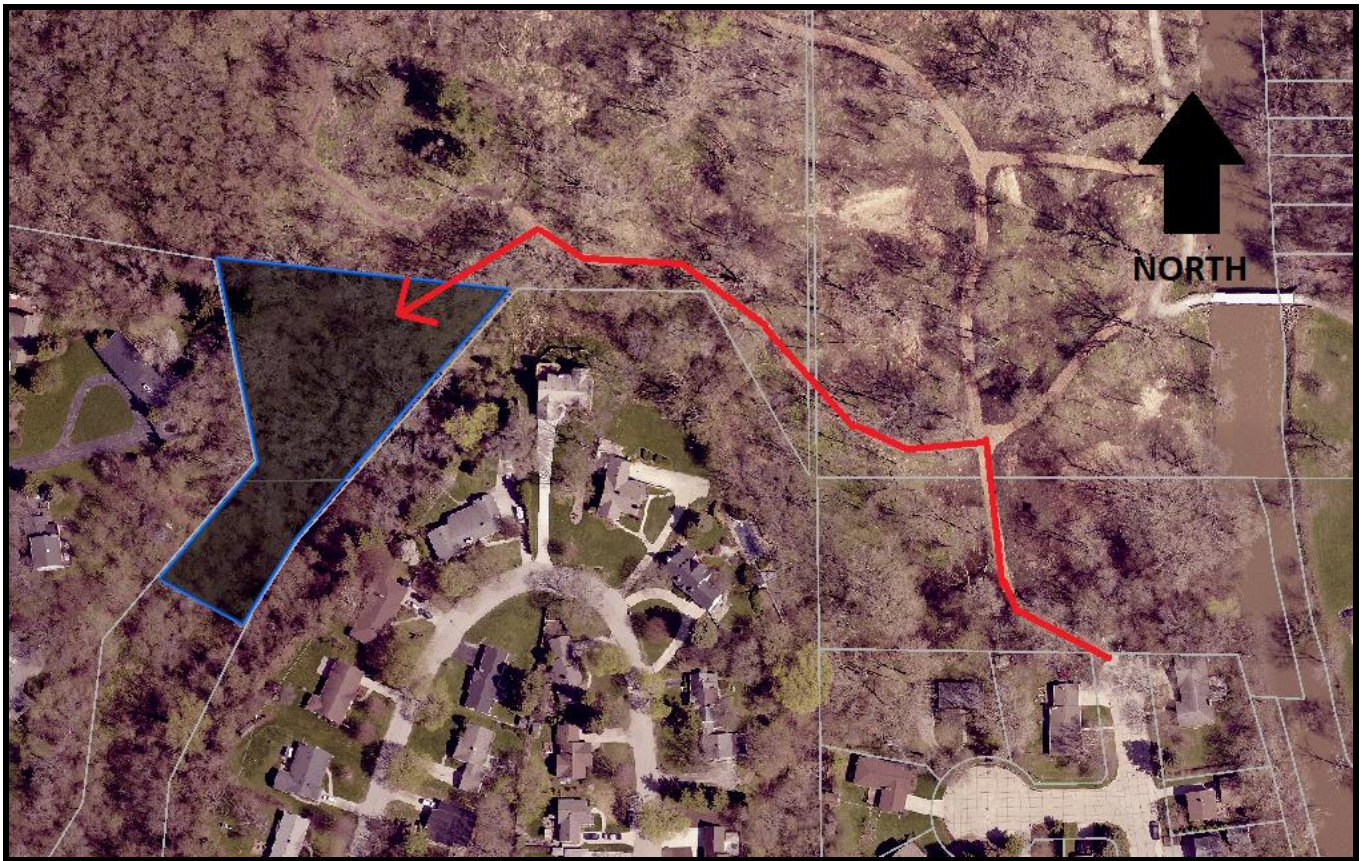
**5. Project Area:**

The project area (1.4 acres) is wooded ravine located within Colonial Park.

The north boundary is additional park land, the east and west boundaries are private property, and the south boundary is additional park land.

Access is available through a gate located at the north end of Riverbrook Drive and then by a network of walking paths covered in wood chips – see red line.

There is a creek located within the ravine, flowing from south to north. Several seeps and springs are located along the sides of the ravine.



## **6. Specifications**

### **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 honeysuckle and buckthorn using hand tools or mechanical means. If removing with hand tools all debris shall be hauled off-site. If using mechanized equipment (such as a forestry mower mounted on a skid steer) debris will remain on-site.

Within the identified project area remove 72 ash trees ranging in size from 6-inches to 28-inches DBH. All trees to be removed are marked with a blue (29 trees) or orange (43 trees) slash line on two sides of trees. Any tree marked in another form shall not be removed. All debris shall be removed from the project area. Careful consideration shall be made to retain and not damage native and desired trees including but not limited to maple, oak, hackberry, elm, cherry, hawthorn, walnut, butternut, hickory, catalpa, spruce, and linden.

Stumps are to remain and will be cut to approximately 6-inches high.

Cut Stump Treatment: to control re-sprouting, mix 2 to 3 gallons of Garlon 4 Ultra in enough oil to make 10 gallons of spray mixture. Apply with a backpack or sprayer using low pressures and a solid cone or flat fan nozzle. 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. Accumulated snow must be removed enough to allow the stump to be sprayed to the ground line. Mixing with oil requires vigorous agitation to form an oil solution. Stumps must be sprayed the same day that tree removal occurs.

Note: to minimize soil disturbance all work must be completed during the winter of 2019/2020 when the ground is suitably frozen.

### **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.

Because 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 work.

The bidder or at least one 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.

## **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.

## **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.

## **LOCATION**

The work under this contract is to be performed within the identified work area noted at the beginning of these specifications. Access to the project area is available via the gated park entrance at the north end of Riverbrook Drive. For navigation purposes the private property address adjacent to the gate is 1000 Riverbrook Drive, Racine, 53405.

As previously noted the project area is adjacent to private property. Careful consideration shall be made as to not damage trees and vegetation located on private property. Any debris that falls upon private property shall be removed the same day.

A creek is located within the project area, flowing from the south to the north. Careful consideration shall be made as to not block or dam up the creek or damage the banks. All brush and debris resulting from this project shall be removed from creek.

## **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.

## **TERMS OF THE CONTRACT**

All work performed under this contract shall be completed within 120 days of the award date.

## **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.

## **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 the following coverage:

- A. Worker's Compensation in statutory limits covering all employees who perform any of the obligations assumed by the Contractor under this contract.
- B. Comprehensive General Liability Insurance covering all operations under the contract; limits being a minimum of \$1,000,000.00 per occurrence single limit during the policy period including product liability and/or completed operations when applicable.
- C. Automobile Liability Insurance on all owned, non-owned or hired automobiles with a minimum of \$1,000,000.00 combined per occurrence coverage.
- D. Proof that all personnel working for the Contractor comply with the Insurance section of this specification

## **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.

## **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.

## **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.

## **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.

## **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.

## **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.



## **TRAFFIC CONTROL**

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

## **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.

## **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.

## **UNIT PRICE**

The charges shall include the removal and disposal of all wood, branches, brush, 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).

## **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.

## **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.

## **7. 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.

**END OF DETAILED SPECIFICATIONS**

**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 \_\_\_\_\_