City of Racine Official Notice #4-2020 Stump Removal & Restoration at Johnson Park Golf Course



05/27/2020	Published in Newspaper Posted to Website Emailed	
05/29/2020	Published in Newspaper	
June 4, 2020	DUE DATE	
by 10:00am	Bid proposals received after this time will not be considered.	
Method of submittal	Email Facsimile ONLY	
Submit proposals to:	Monica G. Santos – Purchasing Agent	
	City of Racine Purchasing	
	730 Washington Ave. Room 105	
	Racine, WI 53403	
	Office: 262.636.9143 Fax: 262.636.9100	
	Email: monica.santos@cityofracine.org	
	Website: http://www.cityofracine.org/purchasing	

The undersigned hereby proposes to furnish all labor, tools, equipment and all materials, except as definitely 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:	
Address:	
City, State, Zip:	_
Phone:	
Email:	

I. General Information

This bid opportunity is for stump removal and restoration at Johnson Park Golf Course, located at 6200 Northwestern Avenue, Racine, 53406.

The golf course is bisected by the Root River. This bid opportunity has been split into two Areas. Area A, consisting of 89 stumps, is located north of the Root River. Area B, consisting of 105 stumps, is located south of the Root River.

There will be a total of two awards, one for Area A and one for Area B. Bidders can bid on one or both Areas.

Area A Lump Sum Bid: \$	
Area B Lump Sum Bid: \$	

III. General 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

IV. 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 related work within the past five (5) years.

Company Name:
Address:
Contact Person:
Phone Number:
E-mail:
Company Name:
Address:
Contact Person:
Phone Number:
E-mail:
Company Name:
Address:
Contact Person:
Phone Number:
E-mail:

Number of years the bidder has been in the stump removal profession: _____ years.

V. Specifications

1. SCOPE OF WORK

These specifications are intended to provide the minimum standards necessary for stump removal and restoration at Johnson Park Golf Course. The Contractor shall furnish all supervision, materials, tools, equipment and labor required to perform the work 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.

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 stump removal and restoration and shall be 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 drives a majority of its annual income from arboricultural work and whose employees are highly trained and skilled in this type of work.

The bidder must be accessible by e-mail.

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.

5. LOCATION

Johnson Park Golf Course is located at 6200 Northwestern Avenue, Racine, WI 53406. Stumps are located throughout the golf course, adjacent to fairways, tees, and greens. A map showing stump locations is included in these bid documents. The winning bidder(s) will be provided with more detailed maps and/or access to an online mapping system that shows each stump location – this mapping system is accessible by smart phones and tablets while in the field.

6. INSPECTION OF THE SITE

It is the responsibility of all bidders to visit the project area prior to bidding to determine the exact conditions that exist in relation to the services called for under these specifications.

Contact Jeremy Dahl, Head Course Superintendent, at 262-637-2840 to arrange for visitation.

Note the following items:

- Stump diameters have been measured but should be considered approximate. In some cases, multiple smaller stumps are clumped together in very close proximity to each other. These may have been combined into a single, larger, stump measurement.
- The majority of stumps have been cut to a height of 12" or less but some may be higher than 12". It is the responsibility of the bidder to determine actual stump heights. Two stumps are known to be significantly higher than 12" and have been noted on the bid document. Removal of any excess wood shall be the responsibility of the winning bidder.
- The majority of stumps are ash and may have sucker growth. Removal of sucker growth shall be the responsibility of the winning bidder.

7. TERMS OF THE CONTRACT

All work performed under this contract shall be completed by December 31, 2020.

Access to the golf course to complete the work must be coordinated through and approved by golf course staff. Weather, soil conditions, golf tournaments, and other issues may prevent access at times.

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.

9. DAMAGE TO PROPERTY

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

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 and Golf Course Management. The Contractor shall notify the City Forester of the damaged property immediately.

10. SUPERVISION

When a stump removal operation is in process, the Contractor shall have available a supervisor who is knowledgeable about the work being performed. Such person shall be authorized to receive instructions from the City Forester and/or Golf Course Management 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.

11. 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. Sub-contracting will only be permitted with the City's approval. If you intend to sub-contract a portion of the project include this information as part of your bid.

12. 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.

Equipment used to complete this work should be suited to working on turf. Use of a self-propelled stump grinding unit is required (no tow-behind stump grinders). Other equipment used for clean-up, hauling of grindings or clean top soil shall also be lightweight mobile units designed to operate on turf with minimum impact.

13. PRE-WORK MEETING

Before work begins there will be contact between the Contractor, City Forester, and Golf Course Management to discuss the standards and procedures applicable to this contract.

The City Forester can be reached at (262) 770-7029.

14. 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, replacement tree planting and stump removal.

15. 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.

16. ABOVE & UNDERGROUND UTILITES

The Contractor is responsible for contacting Digger's Hotline for all excavations and stump removal. The Contractor shall also notify the Parks Department at (262) 636-9135, three (3) working days prior to any

work located in a city park so 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.

17. 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.

18. 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, grass seed, and all equipment normally required for this type of work as described.

As previously indicated above (#6), 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.

19. STUMP REMOVAL GUIDELINES

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

- 1. The Contractor is responsible for contacting Digger's Hotline at least three (3) working days prior to stump removal.
- 2. Blocking will be used, if needed, to climb high curbs.
- 3. The Contractor will use an approved screen/guard at all times the grinder is in operation to reduce the chance of damage to private property.
- 4. Stumps shall be removed to a minimum of twelve (10) inches below grade and any exposed roots to a minimum of six (6) inches below grade. Raised turf areas immediately adjacent to the stump (resulting from the tree root flare) shall also be ground out so that the finished grade matches the surrounding area.
- 5. <u>Thoroughly remove excess grindings to a minimum of six (6) inches below the final grade of the site.</u>
 Holes may not be left unattended overnight as they will be a safety hazard for golf course patrons and staff.
- 6. Fill in and cover all disturbed areas with a minimum of six (6) inches of clean pulverized topsoil. Lightly compact by stepping in and then level to match the adjacent grade.
- 7. All disturbed areas resulting from the stump grinding and removal process shall be seeded with high quality, fresh bluegrass/ryegrass grass seed blend, subject to approval by Golf Course Management. Seed shall be lightly raked into the top layer of soil and covered with an appropriate mulching material such as straw.
- 8. Remove any utility locate flags when the job is complete.

20. 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, location, unit price, and total amount billed. Invoices shall be submitted directly to the City Forester for approval before payments will be authorized.

21. 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.

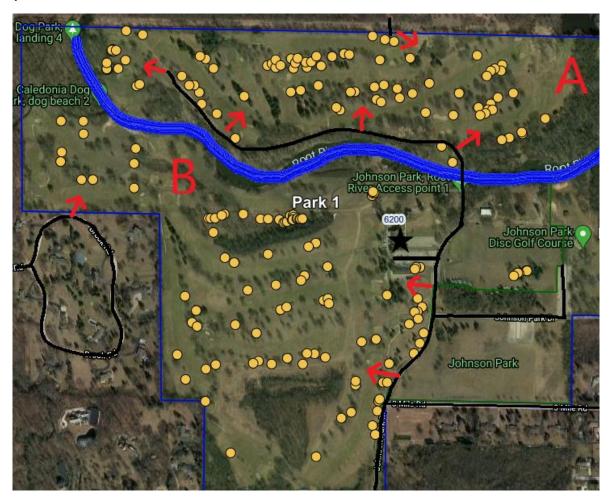
- Failure to comply with CLEAN-UP \$10 per individual stump per day
- Failure to comply with STUMP REMOVAL \$10 per individual stump per day
- Failure to comply with SAFETY REGULATIONS \$100 per occurrence

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%).

22. 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.

VI. Map & Area



- Black lines are paved roads or gravel service roads that provide vehicular access to various parts of the golf course.
- Red arrows indicate potential access routes to various parts of the golf course from the roads.
- Some golf cart paths are also present within the course but are not noted on the map.

AREA A (NORTH OF RIVER)

	Site ID#	Approximate Stump Diameter
1	5	37"
2	9	31"
3	10	31" 28"
4	11	26"
5	12	26" 19"
6	13	16"
7	14	29"
8	15	29"
9	17	16" 29" 29" 37" 21"
10	20	21"
11	21	16"
12	24	26"
13	26	6"
14	27	16" 26" 6" 28"
15	31	18"
16	53	26"
17	55	32"
18	63	20"
19	65	26" 32" 20" 58" 30" 17" 26" 21" 17" 20" 26"
20	79	30"
21	91	17"
22	104	26"
23	108	21"
24	121	17"
25	122	20"
26	123	26"
27	127	27"
	130	27"
28 29	131	27" 22" 22" 25" 25" 38" 22" 25" 29"
30	132	22"
31	133	25"
32	139	25"
33	152	38"
34	155	22"
35	158	25"
36	159	29"
37	168	23"

	Site ID#	Approximate Stump Diameter
38	177	30"
39	180	19"
40	185	17"
41	187	18"
42	188	19"
43	192	28"
44	197	28" 22" 19"
45	198	19"
46	204	25"
47	226	31"
48	248	23"
49	255	23"
50	274	26"
51	275	26" 22"
52	305	29"
53	328	34"
54	337	28"
55	343	20"
56	356	35"
57	373	26"
58	380	25"
59	404	22"
60	415	17"
61	419	22" 17" 9"
62	422	23"
63	447	25"
64	450	20"
65	464	24"
66	465	26"
67	474	22"
68	476	22"
69	478	25"
70	483	15"
71	484	15"
72	491	29"
73	503	24"
74	539	28"

AREA A - continued

75	541	20"
76	551	19"
77	553	25"
78	556	22"
79	575	19"
80	581	16"
81	582	21"
82	584	16"
83	615	20"
84	657	10"
85	666	12"
86	672	24"
87	674	21"
88	676	23"
89	679	23"

AREA B (SOUTH OF RIVER)

	Site ID#	Approximate Stump Diameter
	70	
1	70	20"
2	84	34"
3	111	29" 43"
4	129	43"
5	149	26" 23"
6	211	23"
7	254	17" 17"
8	268	17"
9	270	54" 26"
10	370	26"
11	536	45"; 6 ft tall
12	540	17"
13	543	36"
14	545	25" 18"
15	546	18"
16	577	35"
17	593	33"
18	605	35" 33" 25"
19	611	18"
20	619	33"
21	620	26"
22	623	54"
23	628	22"
24	631	16"
25	633	16" 34"
26	634	23"
27	636	17"
28	637	22"
29	638	19"
30	639	19"
31	643	19"
32	644	25"
33	647	34"
34	658	19"
35	661	22"
36	662	18"
37	667	23"
٥,	007	23

	Site ID#	Approximate Stump Diameter
38	671	21"
39	688	29"
40	694	15"
41	712	
42	713	51" 25"
43	718	14"
44	746	25"
45	751	32"
46	777	30"
47	780	22"
48	782	20"
49	783	17"
50	793	16"
51	807	18"
52	859	16"
53	865	7"
54	878	15"
55	882	19"
56	920	10"
57	921	16"
58	933	14"
59	945	16"
60	946	23"
61	957	15"
62	959	17"
63	997	25"
64	1000	36"
65	1004	42"
66	1015	22"
67	1039	10"
68	1041	24"
69	1050	24"
70	1052	19"
71	1053	16"
72	1062	13"
73	1066	14"
74	1069	17"

AREA B - CONTINUED

75 1073 16" 76 1075 30" 77 1080 11" 78 1087 14" 79 1088 23"; 4 ft tall 80 1092 20" 81 1093 22" 82 1094 23" 83 1095 14" 84 1099 50" 85 1100 14" 86 1109 16" 87 1116 16" 88 1127 41" 89 1155 22" 90 1166 33" 91 1170 32" 92 1171 9" 93 1175 20" 94 1179 18" 95 1187 23" 96 1188 12" 97 1192 41" 98 1197 13" 99 1199 19"			
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81 1093 22" 82 1094 23" 83 1095 14" 84 1099 50" 85 1100 14" 86 1109 16" 87 1116 16" 88 1127 41" 89 1155 22" 90 1166 33" 91 1170 32" 92 1171 9" 93 1175 20" 94 1179 18" 95 1187 23" 96 1188 12" 97 1192 41" 98 1197 13" 99 1199 19" 100 1201 11" 101 1203 16" 102 1213 12" 103 1219 10" 104 1226 26"	79	1088	23"; 4 ft tall
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86 1109 16" 87 1116 16" 88 1127 41" 89 1155 22" 90 1166 33" 91 1170 32" 92 1171 9" 93 1175 20" 94 1179 18" 95 1187 23" 96 1188 12" 97 1192 41" 98 1197 13" 99 1199 19" 100 1201 11" 101 1203 16" 102 1213 12" 103 1219 10" 104 1226 26"	84	1099	50"
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88 1127 41" 89 1155 22" 90 1166 33" 91 1170 32" 92 1171 9" 93 1175 20" 94 1179 18" 95 1187 23" 96 1188 12" 97 1192 41" 98 1197 13" 99 1199 19" 100 1201 11" 101 1203 16" 102 1213 12" 103 1219 10" 104 1226 26"	86	1109	16"
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94 1179 18" 95 1187 23" 96 1188 12" 97 1192 41" 98 1197 13" 99 1199 19" 100 1201 11" 101 1203 16" 102 1213 12" 103 1219 10" 104 1226 26"	92	1171	9"
95 1187 23" 96 1188 12" 97 1192 41" 98 1197 13" 99 1199 19" 100 1201 11" 101 1203 16" 102 1213 12" 103 1219 10" 104 1226 26"	93	1175	20"
96 1188 12" 97 1192 41" 98 1197 13" 99 1199 19" 100 1201 11" 101 1203 16" 102 1213 12" 103 1219 10" 104 1226 26"	94	1179	18"
97 1192 41" 98 1197 13" 99 1199 19" 100 1201 11" 101 1203 16" 102 1213 12" 103 1219 10" 104 1226 26"	95	1187	23"
98 1197 13" 99 1199 19" 100 1201 11" 101 1203 16" 102 1213 12" 103 1219 10" 104 1226 26"	96	1188	12"
99 1199 19" 100 1201 11" 101 1203 16" 102 1213 12" 103 1219 10" 104 1226 26"	97	1192	41"
100 1201 11" 101 1203 16" 102 1213 12" 103 1219 10" 104 1226 26"	98	1197	13"
101 1203 16" 102 1213 12" 103 1219 10" 104 1226 26"	99	1199	19"
102 1213 12" 103 1219 10" 104 1226 26"	100	1201	11"
103 1219 10" 104 1226 26"	101	1203	16"
104 1226 26"	102	1213	12"
	103	1219	10"
105 1231 16"	104	1226	26"
	105	1231	16"

VII. 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:

- a) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
- b) 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:

- a) 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.
- b) 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.
- c) 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:

a) 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.

- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) The general liability policy shall cover bodily injury and property damage liability, owned and nonowned 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 ofState 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
thisday of20
(Notary or other officer authorized to administer oaths)
SEAL:
My commission expires