

**City of Racine
 Official Notice #2-2020
 Bidders Proposal
 Tree Planting**



City of Racine, Wisconsin

Schedule of Events	
January 6, 2020	Published in Newspaper Posted to Website Emailed
January 9, 2020	Published in Newspaper
January 27, 2020 by 1:00pm	DUE DATE Bid proposals received after this time will not be considered.
January 2020	Review
February 2020	Finance & Personnel
February 2020	Common Council
February 2020	Award & Issue Purchase Order or Contract
Method of submittal	E-mail Facsimile 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: 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 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. Proposal

The Contractor shall submit a lump sum bid to plant 365 bare root trees within the City of Racine in accordance with the specifications outlined below.

TOTAL AMOUNT OF THIS PROPOSAL: \$ _____

SUPPLEMENTARY UNIT PRICE

Cost per additional tree (if minor changes are required):

\$ _____

Work on this project shall be completed by: May 22, 2020

2. 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

3. 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: _____

4. Specifications

City of Racine
Parks, Recreation and Cultural Services Department
Forestry Division
(262) 636-9131

All arboricultural operations shall conform to ANSI A300 Standards and associated Best Management Practices and ANSI Z133.1 Safety Requirements as applicable.

DIVISION 1: GENERAL CONDITIONS AND SUMMARY OF WORK

Scope

- The Contractor shall, for the bid price given, furnish all materials, labor, tools and equipment and perform all necessary work to ensure proper completion of the bid items listed on the Bidder's Proposal.

Location

- The work under this contract shall be performed within the City limits in Racine, Wisconsin. Trees will be planted in the public parkway, between the sidewalk and curb. See the included maps for the general project location.

General

- The Contractor shall protect and maintain all existing conduits, cables, wires, sewers, pipes, sidewalks, curbs, structures, etc. and repair any item that is damaged or disturbed, at his own expense, to the satisfaction of the Forestry Division.
- The Contractor shall take all necessary precautions to protect all existing vegetation. Any trees, shrubs and/or lawn areas that are damaged by the Contractor beyond the scope of the project shall be replaced and/or restored, at their expense, to the satisfaction of the Forestry Division.
- *The Contractor shall notify DIGGERS HOTLINE a minimum of 72 hours prior to any excavation. The Contractor shall not proceed until all utilities have been located and marked.*
- Within fifteen (15) days following the issuing of a purchase order, the Contractor shall establish a work schedule and discuss said schedule with the City Forester.

Summary of Work Performed By the City

- Supply trees: bare root trees will be 1.5" to 1.75" caliper.
- Supply mulch for all trees.

- Supply staking material (t-posts, arbor-tie, and baling twine), root dip, and straw for bare root trees.
- Store and water the trees at Washington Bowl Park, 1330 Valley Drive, until ready for pickup and planting by the Contractor.
- Provide a water supply at the Washington Bowl Park, 1330 Valley Drive.
- Provide the Contractor with a list and map of the planting locations and mark the exact location where each tree should be planted with green paint on the curb.
- Provide the Contractor with an on-site forestry division representative, who will ensure work is being completed per our specifications, and who can also assist if questions arise.
- All locations will have been preliminarily inspected for utilities and obstructions prior to being placed on the list.
- In the case where a tree does conflict with infrastructure at the identified planting location, the on-site forestry division representative is authorized to make an immediate decision regarding possible moving of the tree.
- **The Contractor is responsible for contacting Diggers Hotline in that the Contractor is the party actually doing the excavating.**

DIVISION II: MATERIALS

Trees

- All trees will be supplied by the City of Racine.

Mulch

- Mulch will be supplied by the City of Racine.

Water

- Water will be provided by the City. The Contractor must supply the equipment to transport and disperse the water to the planting sites.

Staking

- Staking materials (T-posts, arbor-tie, and synthetic twine) will be provided by the City.

Door Hanger

- The city will provide a door hanger to leave behind at each property.

DIVISION III: INSTALLATION

Excavation of Planting Hole

- As previously noted, the Contractor will notify Digger's Hotline and take all steps necessary to verify location of underground utilities at site. The Contractor shall be responsible for assuring that utility marking is complete before excavation begins. The Contractor shall be responsible for all damage resulting from neglect or failure to comply with this agreement.
- All excavated holes must be centered between the curb and the sidewalk, unless otherwise noted.
- Excavation of planting holes shall be done by a stump grinder or by hand digging. No other method will be permitted. Augers are not allowed as they glaze the edges of the hole and roots cannot penetrate this glaze. Note that planting locations may contain roots from trees that have since been removed.
- The planting hole shall be at least *1.5 times the diameter* of the roots or as large as possible due to site restrictions. The soil shall also be loosened beyond the edge of the planting hole. The soil pad on which the root ball will be placed shall be of undisturbed soil. The depth of the pad shall correspond to the distance from the bottom of the root ball to the root collar, or slightly less. Note that in general, planting holes for bare root trees rarely exceed 10-inches in depth.
- If excavated planting holes are left open when work is not in progress, they shall be adequately barricaded or fenced with appropriate warning devices.
- The Contractor shall notify the City of soil conditions or other obstructions the Contractor considers detrimental to tree growth. Proper water drainage must be assured.

Planting of Trees

- Bare root trees shall be handled with care. Precaution must be taken to avoid drying out of the root system. Before loading bare root trees for transportation, the root system must be dipped into a tank containing a water and hydrogel mix. The root dip assists in keeping the roots moist. After loading for transportation, the root systems of bare root trees must be covered with a layer of wetted straw, and then covered by a tarp. **Tree roots must remain moist and not be allowed to dry out.**
- Trees must be centered in the hole and set plumb.
- Trees shall be set with the top of the root collar at or slightly above finished grade.
- Planting holes shall be backfilled with excavated soil. Soil may require watering or light 'stepping in' to assist with removal of air pockets. Avoid soil compaction once the soil is wet.
- Planting areas shall be finish-graded to conform after full settlement has occurred.
- Bare root trees require the installation of 2 support stakes. As noted above under 'Division II: Materials', staking materials (T-posts, arbor-tie, and synthetic twine) are provided by the City. Stakes will be driven into firm ground on opposite sides of the tree (ideally parallel to the road), outside of the planting hole. Two loops of arbor-tie will be loosely tied around the trunk, above a branch if possible to prevent slipping down the trunk. Synthetic

twine will connect the arbor-tie to the stake; the twine must be parallel to the ground, pulled firm, and tied in a manner so that it will not loosen.

- Trees shall be mulched to a depth of 2 to 4 inches. Mulch shall be spread at least 2 feet on all sides of the tree. Mulch shall not be piled against the trunk.
- Trees shall be thoroughly watered immediately after planting. Avoid soil compaction once the soil is wet.
- All twine, rope, transit guards, wrappings and labels secured around the trunk or branches shall be removed after planting is completed.
- The Contractor shall note what species of tree is planted at each location on a door hanger (provided by the city) – the door hanger shall be left at each property.

Pruning

- Dead and broken branches and/or roots shall be pruned at the time of planting. This shall be the only pruning allowed. Pruning shall conform to ANSI A300 Pruning Standards.

Clean-up

- The Contractor shall immediately clean and remove all refuse from the planting site following the planting of the tree. Special attention shall be paid to removing all dirt and mud from sidewalks. Note: a power broom works well to remove soil from adjacent grass.

DIVISION IV: REPLACEMENT AND REPAIRS

Repairs

- Any existing structure, damaged or disturbed during the course of the execution of any phase of this contract, shall be repaired by the Contractor at the Contractor's expense. This includes any replacements if needed, as determined by the Parks Department to restore damaged structures.

Replacement

- Any damage to a tree, by the Contractor, that will have a long term effect on the normal growth of the tree, shall be replaced at the Contractor's expense.

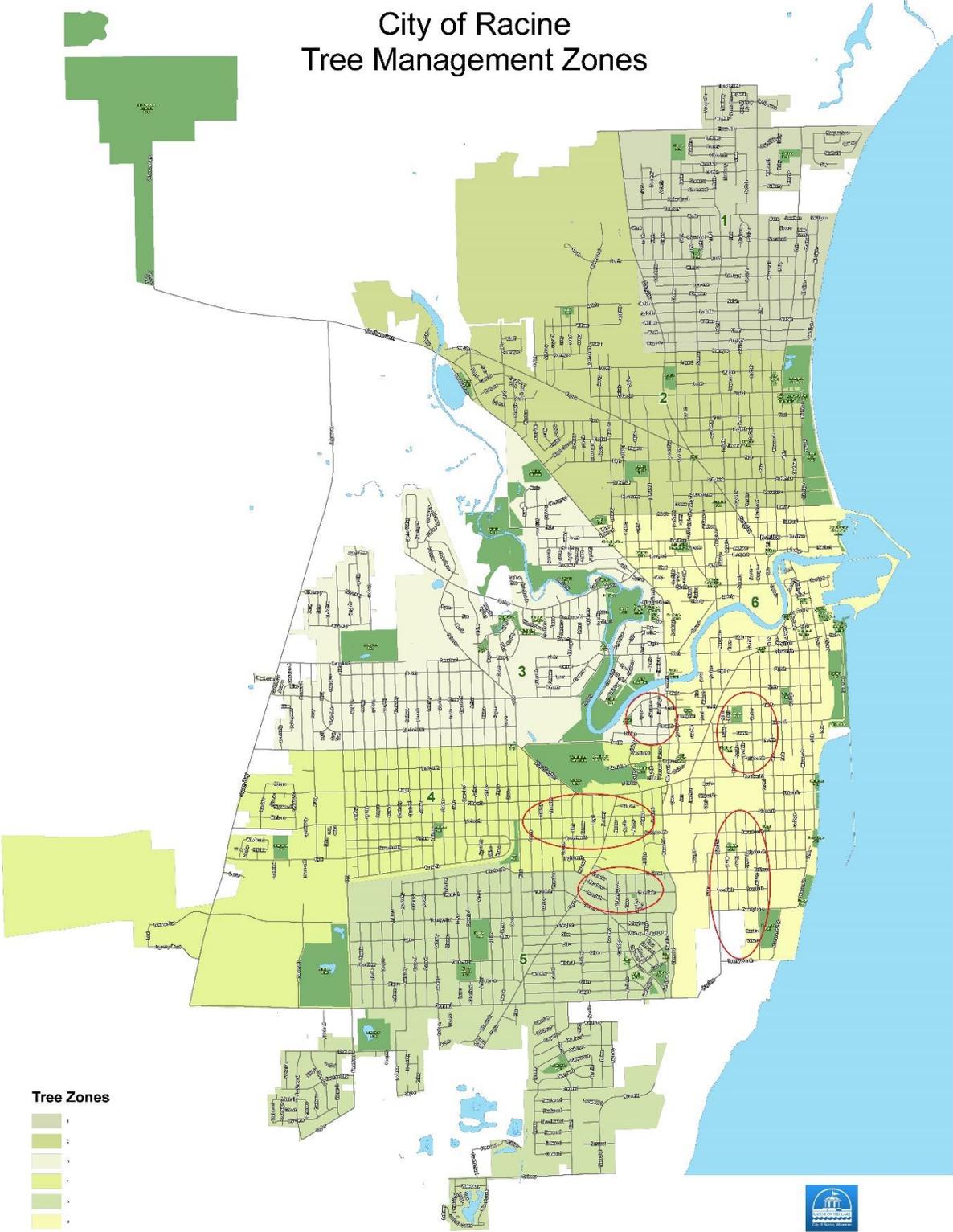
DIVISION V: FINAL INSPECTION

The City shall inspect all planting sites after the trees have been planted and will inform the Contractor of any discrepancies that shall be corrected by the Contractor immediately.

DIVISION VI: TIME LIMIT

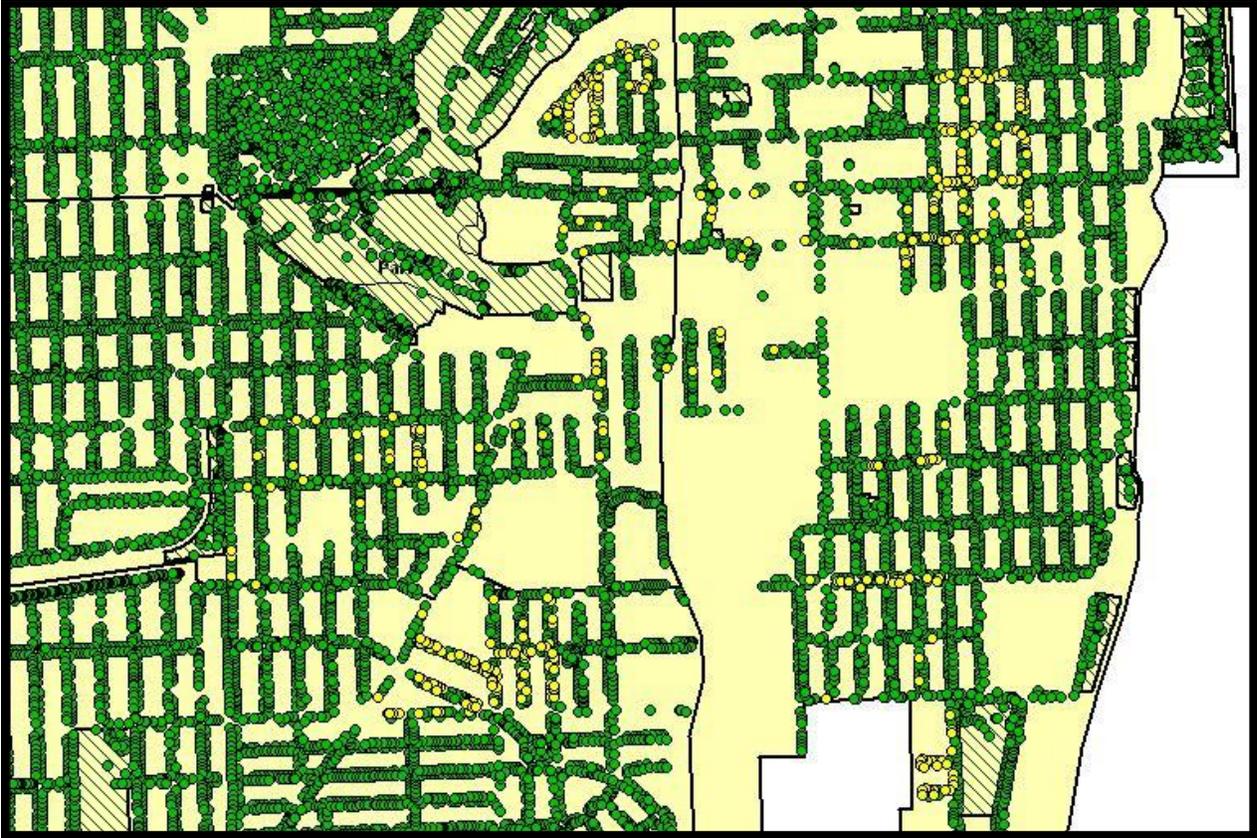
Work under this contract shall start within 7 working days after receiving notice from the City that the trees have been received. Delivery times to the City vary due to weather and field conditions. In past years trees have typically been delivered in mid-April.

City of Racine Tree Management Zones



The Approximate Project Locations Are Circled in Red

DETAILED TENTATIVE TREE PLANTING LOCATIONS *



* The yellow dots represent the specific tree sites to be planted. Detailed close-up maps will be provided closer to the start of the project.

5. 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-erectments, 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_____