

**2022 ASH TREE REMOVAL PROGRAM
CITY OF FOND DU LAC, WISCONSIN**

SPECIFICATIONS, PROPOSAL, & CONTRACT



File Number: 2022-018
January 4, 2022
Prepared By:
City of Fond du Lac
Purchasing

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ADVERTISEMENT FOR BIDS
2022 ASH TREE REMOVAL PROGRAM
FILE NO. 2022-018
CITY OF FOND DU LAC, WISCONSIN

NOTICE IS HEREBY GIVEN that sealed bids will be received at City Administrative Offices, located on the fourth floor of the City/County Government Center, 160 South Macy Street, Fond du Lac, Wisconsin 54935 on or before Thursday, January 27th, 2022 at 10:00 AM, at which time bids will be publicly opened and read aloud in the City Manager's conference room, 4th Floor of the CCGC.

Complete digital project bidding documents are available from the City Purchasing Office, PO Box 150, 160 S Macy Street, Fond du Lac, WI 54936-0150, email tsalter@fdl.wi.gov, or by calling 920-322-3452.

All bids shall be prepared on the proposal forms provided in the specifications and shall remain attached thereto, and shall be addressed to City of Fond du Lac, P.O. Box 150, Fond du Lac, Wisconsin. Each bid envelope shall be properly identified on the face thereof "**SEALED BID – 2022-018 Ash Tree Removal Program**". No bid shall be withdrawn for a period of (30) thirty days after the opening of said bids, without the consent of the Director of Public Works. The City of Fond du Lac may reject any or all bids on any basis and without disclosure of any reason. The failure to make a disclosure shall not result in accrual of any right, claim or cause of action against the City. The City also reserves the right to waive any formalities or informalities in bidding, and to select the bid that, in its opinion, will best serve the interests of the City.

No bid will be opened unless the "Bidder's Proof of Responsibility" for 2022 is filed at least (5) five days before the scheduled time for opening of bids. Reference is made to Section 66.0901(2) & (3) Wisconsin Statutes. The Director of Public Works decision as to qualifications shall be final.

Bidder's attention is called to the fact that this contract includes a "Disclosure of Ownership" form. Section 66.0903(12)(d) and 103.49(7)(d) of the Wisconsin Statutes requires that each bidder complete this form. No bid will be considered unless the prospective bidder has completed the form entitled "Disclosure of Ownership".

Each proposal shall be accompanied by a certified check, or bank draft, payable to the City of Fond du Lac, or satisfactory bid bond, in the amount of 5% of the gross bid as a guarantee that if the bid is accepted as the successful bid, such successful bidder will execute and file the proposed contract and performance bond within ten (10) days after notice of award of contract.

Published by authority of the City of Fond du Lac on January 7th and January 14th, 2022.

GENERAL SPECIFICATIONS

Total of Contract

Contractors should also be aware that in the event trees are removed from or added to the list, the final total of the contract shall be based on the actual work completed. The City of Fond du Lac has made an effort to establish the quality of work to be completed but unforeseen circumstances may require changes.

The City of Fond du Lac may extend this contract for an additional year upon mutual agreement of both parties.

Labor, Equipment, Code, Etc.

The Contractor is to furnish at his own cost and expense all transportation, labor, materials, apparatus and equipment needed for performing the work in the best possible and most expeditious manner according to the specifications. Contractor must have the capability to prune or remove trees up to 90 feet tall.

Inspection

The City of Fond du Lac shall inspect the workmanship, equipment and materials of the contractor, and should any dispute arise as to the quality of material or workmanship, an attempt shall be made to resolve it jointly, but with the final decision resting entirely with the City.

Supervision

The Contractor is to have a competent supervisor on the job during the entire time that work is in progress. Any directions given to such supervisor by the Director of Public Works or his agents will be as binding as if given directly to the Contractor. Contractors are required to make the City aware of their work site daily, either personally or by telephone.

Contractor's Liability

The Contractor shall **protect** existing infrastructure such as sidewalk, terraces, curb/gutter, street pavement, utilities from damage during tree removal. All repairs to infrastructure shall be at the expense of the contractor at no additional cost to the City and shall be completed to City standards and requirements. Repairs not completed by the contractor may be done by the City and associated costs will be **invoiced** to the Contractor along with Administrative Fee.

The Contractor is required to make the City aware of their work site daily, either personally or by telephone. **Requests for street closures must first be approved by the City Engineer's office. If approved, Police and Fire Departments and Parks Division must be notified.** The posting of barricades, warning signs, and flagmen as necessary for the convenience and safety of the public as directed by the Director of Public Works or his agents, the protection and restoration of property and property damage resulting from neglect, misconduct or omission in the manner of execution or non-execution of work shall be at the expense of the contractor. The Contractor will be required to carry out measures agreed upon by the execution of the contract in the name of public conveniences and necessity.

Coordination with Other Utilities

The Contractor shall be responsible for notifying the local utilities as to the areas of work and the time that such work is to be completed. The following is a list of local utilities and the local telephone numbers.

AT&T -----	920-929-8459
Alliant Utilities-----	920-322-6683
Charter Communications -----	920-748-9222
Digger's Hotline -----	800-242-8511
City of Fond du Lac, Engineering Division-----	920-322-3470
City of Fond du Lac, Water Utility -----	920-322-3680
City of Fond du Lac, Department of Public Works-----	920-322-3540

The Contractor shall familiarize himself with each utility's regulations as to length of time and method of notification required so that such utility may properly mark their locations in the field.

Insurance Requirements

The Contractor shall purchase and maintain such insurance as will protect him and the City of Fond du Lac, its officials and employees, from claims which may arise out of or result from the Contractor's execution of the work, whether such execution by himself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

No Contractor shall commence work on any contract until he has obtained all insurance required under this section and such insurance has been approved by the City. Nor shall any Contractor allow any subcontractor to commence work on his subcontract until the same insurance has been obtained by the subcontractor and approved by the City. Each and every Contractor and subcontractor shall maintain all required insurance under this section during the life of the contract.

1. Certificates of Insurance: Certificates of Insurance on all policies specified shall be filed with the City Risk Manager which shall include a thirty (30) day prior written notice of material change or cancellation to the City and which will clearly state that contractual liability insurance is provided and, if applicable to work under this contract, explosion, collapse and underground coverage.
2. Types of Insurance:
 - a) Workmen's Compensation Insurance to meet Wisconsin Statutory requirements.
 - b) Automobile Liability Insurance: limits of liability applicable to automobile insurance shall be not less than: Bodily Injury and Property Damage Liability \$2,000,000 each occurrence, \$2,000,000 aggregate or \$2,000,000 Single Limit Comprehensive Automobile Liability to include all owned non-owned, and hired automobiles. \$2,000,000 for Property Damage.
 - c) Public Liability and Property Damage Insurance: Limits of Liability applicable to Public Liability and Property Damage Insurance shall not be less than:
 - \$2,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person.
 - \$2,000,000 Single Limit or \$5,000,000 aggregate
 - \$2,000,000 for Property Damage each occurrence or \$5,000,000 aggregate
 - d) The Contractor shall secure, if applicable, "All Risk" type Builders Risk Insurance for work to be performed. Unless specifically authorized by the owner, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, theft, malicious mischief, wind, collapse, riot, aircraft, and smoke during contract time, and until the work is accepted by the Owner.
 - e) Umbrella Coverage: Limits of \$4,000,000 aggregate and per occurrence for bodily injury, personal injury and property damage on a combined basis. The stated limits above in (2a)

through (2c) can be obtained through individual policies or in conjunction with an umbrella policy to arrive at the total limits requested.

The above policies shall name as the insured the Contractor and the Owner, as an additional insured.

3. Indemnification of the City and its Officials: The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The contractor and his surety will indemnify and save harmless the City of Fond du Lac, its officers, and employees from all claims of whatever nature arising as a result of the operations and/or omissions of the contractor.

In any and all claims against the City, its officers, agents and employees by any employees of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section 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 Workmen's Compensation Act, disability benefit acts or other employee benefit acts.

DETAILED SPECIFICATIONS FOR REMOVAL OF ASH TREES AND STUMPS

1. The work shall consist of removing approximately one hundred seventy (170) Ash trees from the parks, terraces or other public lands. Some trees could approach 90' in height. In the past, approximately 80% of the work performed was under option 2 on the proposal form.
2. Locations: A sample list of trees and/or stumps to be removed will be supplied by the City Park and Forestry Division at the bidder's request, and a detailed list will be supplied to the successful bidder after contract award.
3. The abutting property owners have an option to retain portions of the trees suitable for firewood, the work orders will state, "Leave Wood", or "Remove Wood", for each trees listed. At tree removal locations marked "Leave Wood" the contractor shall place such suitable firewood on the abutting property owners property (behind sidewalk) using reasonable care to prevent sidewalk and lawn damage. All other portions of the tree (brush and bark) shall be chipped at the work site and disposed of. The clean-up and repair of the property owner's lawn shall be the property owner's responsibility.
4. The City reserves the right to select up to all saw logs to be picked up by the City.
5. The stumps and surface roots are to be removed in all instances, and the stumps shall be cut deep enough to sever them from the root system or down to 19" deep if utilities allow. Stump grindings shall be disposed of.
6. The stump area shall be ground out to original grade, so soil mounding from the tree is eliminated.
7. The stump holes are to be filled as soon as physically possible with shredded topsoil, mounding them enough to compensate for settling and compaction, and in no event shall be left unfilled overnight.
8. The area is to be seeded with, Country Visions-Fond du Lac special seed mix, or equivalent blend at rate of 4-5 lbs. per 1000sq ft. After seeding, the area is to be covered with Lesco starter mulch or equivalent seed mulch. The property owner will be responsible to water the newly seeded area. The contractor will not be responsible for the germination or watering of the seeded area.
9. Each work site shall be cleaned completely of all branches, twigs, chips and sawdust by raking thoroughly on lawn areas, and by sweeping of streets and sidewalks.
10. The diameter of trees shall be measured at 4.5 feet above ground level and the cost per inch agreed on shall be applied to that measurement to arrive at the cost for tree and stump removal.
11. The Contractor shall **protect** existing infrastructure such as sidewalk, terraces, curb/gutter, street pavement, utilities from damage during tree removal. All repairs to infrastructure shall be at the expense of the contractor at no additional cost to the City and shall be completed to City standards and requirements. Repairs not completed by the contractor may be done by the City and associated costs will be **invoiced** to the Contractor along with Administrative Fee.
12. Contact Brian Weed, City Arborist at 920-322-3594 if any questions arise.

GENERAL REQUIREMENTS AND COVENANTS

INSTRUCTION TO BIDDERS

BIDDER'S RESPONSIBILITY

The work shall be let in accordance with, but not limited to, the following sections of the Wisconsin State Statutes.

Section 62.15 regarding public works construction

Section 779.14 regarding liens on contractors

Section 66.0901(2) regarding proof of responsibility

NOTICE TO CONTRACTORS

"The Advertisement for Bids" constitutes an official notice to contractors stating the time and place for the submission of seal proposals upon designated projects for proposed work, instructions to bidder regarding proposal forms, proposal guaranty, plan specifications, and the reservation of the right of the Owner to reject any or all bids.

PREQUALIFICATION OF BIDDERS

In accordance with Wisconsin Statutes 66.0901(2) & (3), all bidders must submit prequalification to the Director of Public Works not less than five (5) days prior to the date of opening bids. Said proof of responsibility shall not be valid if filed prior to one year of the date of opening of bids or if not reflective of bidders current status.

The decision of the Director of Public Works with regard to the sufficiency of the data contained in the form is final and may cause the rejecting or disregarding of said bid.

DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for rejection of the bid or bids and disqualification of the bidder from further bidding for such periods of time as shall be determined by the Director of Public Works.

1. Developments subsequent to the establishment of bidder's competence and qualifications which, in the opinion of the Director of Public Works would reasonably be construed as affecting the responsibility of bidder.
2. Conviction of a violation of a State or Federal law or regulation, or rule or regulation of a Federal Department, board or commission, relating to or reflecting on the competency of the bidder for performing construction work.
3. More than one proposal for the same work from an individual, partnership or corporation under the same or different names.
4. Evidence of collusion among bidders.
5. Non-compliance with the terms of previous or existing contracts.
6. Uncompleted work which, in the judgment of the Director of Public Works, might in any way hinder or prevent the prompt completion of additional work if awarded.
7. Uncompleted work on which the actual time used has exceeded the contract time set therefore, or on which work performance or progress is not satisfactory in the judgment of the Director of Public Works.

CONTENTS OF PROPOSAL FORMS

The Owner will furnish bidders with proposal forms which will state the location, description, and the estimated quantities of the various items of work to be performed and materials to be furnished, for which unit bid prices are asked. The proposal form will state the time in which the work must be completed, the amount of proposal guaranty which must accompany the proposal, will contain special provisions or requirements which may vary from or are not contained in these specifications and as well as the amount of liquidated damages, if any, to be imposed upon the Contractor for failure to complete the contract in the prescribed time to reimburse the City for any expenses involved due to engineering, inspection, and inconvenience.

PREPARATION OF PROPOSAL

The bidder must submit his proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given, and the bidder must state the prices (written in ink) for which he proposes to do each item of the work contemplated or furnish each item of the material required. In case of conflict between the unit price stated and the extension for that item, the unit price will govern.

All proposals submitted by an individual shall be signed by the bidder or by a duly authorized agent. A proposal submitted by a partnership shall be signed by a partner or by a duly authorized agent thereof. A proposal submitted by a corporation shall be signed by an authorized officer or duly authorized agent of such corporation. The required signatures shall in all cases appear in the space provided therefore on the proposal.

PROPOSAL GUARANTY

Each separate proposal shall be accompanied by a certified check or acceptable collateral in the amount of five percent (5%) of the total amount bid, made payable to the Owner. A bid bond in lieu of a certified check will be acceptable.

PUBLIC OPENING OF PROPOSALS

Proposals will be publicly opened and read on the date and at the hour and place set in the advertisement or notice to the Contractor. Proposals received after the time set for the opening will be returned to the bidder unopened.

DISCLOSURE OF OWNERSHIP

The bidder's attention called to the document in this proposal identified as "Disclosure of Ownership". A Contractor submitting a bid to, or completes negotiations with, a state agency or municipality 103.49, Stats. such Contractor shall disclose all information required on the subject document. This document shall be signed and dated by the Contractor. THIS CERTIFICATE MUST BE SIGNED BY EACH BIDDER WHETHER OR NOT IT APPLIES TO THEM.

DELIVERY OF PROPOSAL

Each proposal submitted shall be placed in a sealed envelope plainly marked with the project name, and name and address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless filed on or before the time and at the place designated in the advertisement or instructions to bidders.

WITHDRAWAL OF PROPOSALS

Any bidder, upon his or her authorized representative's written request, will be given permission to withdraw this proposal not later than the time set for opening thereof. At the time of opening of the proposals, when such proposal is reached, it will be returned to him unread. However, no bid shall be withdrawn after opening

of the bids without the consent of the Director of Public Works for a period of thirty (30) days after the scheduled time for closing bids.

REJECTION OF PROPOSAL

Proposals containing any omission, alterations of form, additions or conditions not called for, conditional or alternate bids unless called for, incomplete bids, or proposals otherwise regular which are not accompanied by a certified check or acceptable collateral will be considered irregular and may be rejected. The Owner reserves the right to waive technicalities as to changes, alterations, or reservations, and make the award to the best interest of the Owner.

TAX

Each bid shall include all taxes in effect at the time the bid is submitted. Bidders who are uncertain as to what items are subject to tax, or who require further explanation or clarification are requested to contact the Wisconsin Department of Revenue, Madison, Wisconsin.

AWARD AND EXECUTION OF CONTRACT

CONSIDERATION OF PROPOSAL

After the proposals are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted proposals, and the results of prices will be made public. Until the final award of the contract, the Owner reserves the right to reject any and all proposals, or proceed to do the work otherwise when the best interests of the Owner will be promoted thereby.

AWARD OF CONTRACT

The award of contract, if any, will be to the lowest responsible bidder whose proposal complies with all the requirements necessary to render said proposal as being acceptable. The award will be made within thirty (30) days after the opening of the proposal. The work outlined in the proposal may be awarded as a whole or in part or parts, according to the best interests of the Owner.

EXECUTION OF CONTRACT

The individual, firm partnership, or corporation to whom or to which the contract has been awarded, shall properly execute, on the forms provided, the contract and the 100% Performance Bond, and shall within ten (10) days after the contract is mailed, return them to the Office of the Owner.

APPROVAL OF CONTRACT

No contract is binding upon the Owner until it has been executed by the Owner and delivered to the Contractor.

FAILURE TO EXECUTE CONTRACT

Failure of the successful bidder to comply with any of the requirements of these specifications or to execute the contract within ten (10) days after mailing as specified or to furnish security as required shall be just cause for the annulment of the award. In the event of such annulment of the award, the amount of proposal guaranty shall become the property of the Owner, not as a penalty but as liquidated damages. Award may then be made to the next best qualified bidder, or the work re-advertised, or handled as the Owner may elect.

RETURN OF THE PROPOSAL GUARANTEES

As soon as the proposal prices have been compared, the Engineer may, at his discretion, return the certified checks or other collateral accompanying those proposals, which in his judgment, would not be considered in making the award. When the award is made the successful bidder's collateral only will be retained until the

contract and bond have been executed, after which it will be returned to the bidder. Should the award be delayed more than thirty (30) days all bidders' collateral will be returned unless such delay is from causes beyond the control of the Owner.

REQUIREMENTS OF PERFORMANCE BOND

The contract shall not become operative unless the Contractor on or before the time of signing the contract shall have furnished a surety bond or cash in an amount at least equal to one hundred percent (100%) of the contract price as surety for all the faithful performance of this contract and for the payment of all persons performing labor and furnishing materials in connection with the contract.

LEGAL REQUIREMENTS AND PUBLIC RESPONSIBILITY

LAWS TO BE OBSERVED

The Contractor shall at all times observe and comply with all Federal and State laws, local laws, ordinances and regulations which in any manner affect the conduct of the work, and all such orders or decrees as exist at the present or which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work, and no pleas of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all of its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself, his employees, or his agents.

The movement of vehicles or equipment over any public highway to the project, necessary for the prosecution of the work, shall be regulated in accordance with the provisions of the Wisconsin Statutes.

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

PATENTED DEVICES, MATERIALS AND PROCESSES

It is mutually understood and agreed that without exception contract prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. It is the intent that whenever the Contractor is required or desires to use any design, device, material process covered by letters patent or copyrights, the right for such use shall be provided for by suitable legal agreement with the patentee or owners and a copy of this agreement shall be filed with the Engineer; however, whether or not such agreement is made or filed as noted, the Contractor and the surety in all cases shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, material or process to be involved under the contract, and shall indemnify the said City for any costs, expenses, and damages which it may be obliged to pay, by reason of any such infringement, at any time the prosecution or after the completion of the work.

SANITARY PROVISIONS

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Wisconsin State Board of Health or of other authorities having jurisdiction, and shall commit no public nuisance.

PUBLIC CONVENIENCE AND SAFETY

The Contractor shall avoid as far as possible the maintenance of any condition which might be deemed at law to be an "attractive nuisance". The Contractor and his Surety shall be responsible for all damage, bodily injury, or death arising through his maintaining an attractive nuisance or otherwise.

BARRICADES, WARNING SIGNS, AND FLAGMEN

All work sites in this contract shall be signed and barricaded in accordance with the latest State of Wisconsin Department of Transportation Manual of Uniform Traffic Control Devices. No more than one lane of any street shall be closed to traffic at any time without prior approval of the Engineer. No equipment or materials shall be stopped, loaded or stored in a location which will hinder, distract, or impede a safe and suitable traffic operation on lanes of the roadway required to be kept open to traffic unless otherwise approved by the Engineer.

RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor and his Surety shall indemnify and save harmless the City, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages on account of the operations of the said Contractor; or on account of, or in consequences of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amounts recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by the City for such purposes, may be retained for the use of the City; or, in case no money is retained, his Surety shall be held.

The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

The Contractor shall provide and maintain during the effective life of his contract public liability and property damage liability insurance to protect him and all of his construction subcontractors, together with the Owner, from claims for damages for personal injury, accidental death, and damage to property, which may arise from operations under his contract, whether such operations be by himself or by any such subcontractor or by anyone directly or indirectly employed by either of them.

CONTRACTOR'S RESPONSIBILITY FOR WORK

The work shall be under the charge and care of the Contractor until final acceptance by the Engineer, except when otherwise provided in a manner as prescribed under "Partial Acceptance" and the Contractor shall take every precaution against injury or damage to the work or to any part thereof, and shall preserve and maintain the same at his own cost and expense.

PERSONAL LIABILITY OF PUBLIC OFFICIALS AND EMPLOYEES

In carrying out any of the above provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon said Engineer or his authorized assistants, either personally or as an official of the City, it being understood that in such matters he acts as an agent and representative of the City.

NO WAIVER OF LEGAL RIGHTS

The City shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after, the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials, furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the contract. The City shall not be precluded or estopped, notwithstanding any such measurements, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and his Sureties such damages as it may sustain by reason of his failure to comply with the terms of the contract. Neither the acceptance by the City nor any representative of the City, nor any payment for or acceptance of the work or any part of the work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any portion of the contract, or of any power herein reserved, or any right to

damages herein provided. A waiver of any breach of the contract shall not be held to be waiver of any other or subsequent breach.

PERSONAL LIABILITY OF THE OWNER, AND ITS EMPLOYEES AND AGENTS

In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents and employees, is hereby expressly waived.

EQUAL OPPORTUNITY

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disabilities as defined in Section 51.01 (5), Wisconsin Statutes, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available for employees and applicant's employment notices to be provided by the contracting officer setting forth the provision of the non-discrimination clause.

STATUTORY LIMITATION OF LIABILITY

The City of Fond du Lac is a governmental entity entitled to governmental immunity under law, including Section 893.80, Wis. Stats. Nothing contained herein shall waive the rights and immunities to which each party may be entitled under law, including all of the immunities, limitations and defenses under Section 893.80, Wis. Stats., or any subsequent amendments thereof, any federal law, common law or other applicable laws.

PROSECUTION AND PROGRESS

SUBLETTING OR ASSIGNMENT OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or his right, title, or interest therein, without written consent of the Owner.

Consent to sublet any portion of the contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract or to release the Contractor of his liability under the contract and bond.

All transactions of the Engineer shall be with the Contractor; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence.

Request for permission to sublet any portion of the contract shall be writing and accompanied by a showing that the organization which will perform the work is particularly experienced and equipped for such work. The Engineer may also require that each request be accompanied by a copy of the proposed subcontract. Any subsequent change in the terms of the subcontract shall be subject to separate approval.

Work by a subcontractor shall not proceed until the request for permission to sublet such work is approved. If the Contractor proposes to have work performed by a person or firm other than a subcontractor, he shall inform the Engineer in writing, if required, of the specific arrangement under which the work will be performed, so that it may be established whether or not such arrangement constitutes subcontracting.

PROSECUTION OF THE WORK

Unless otherwise provided in the Special Provisions, the Contractor shall not begin the work to be performed under the contract before receiving written notification from the Engineer to do so, and shall thereupon begin the work within ten (10) days after the date of such written notice.

Definite notice of intention to start work shall be given to the Engineer at least seventy-two (72) hours in advance of beginning work.

The Contractor shall employ an ample force of workers and provide construction plant properly adapted to the work and of sufficient capacity and efficiency to accomplish the work in a safe and workmanlike manner at the rate of progress specified. All plants shall be maintained in good working order and provision shall be made for immediate emergency repairs.

Should the Contractor fail to maintain the rate of progress required to complete the work within the contract time specified, the Engineer may require that (either or both) additional workers and equipment be placed on the work, or a reorganization of plant layout be effected in order that the work will be brought up to schedule and maintained there. Should the Contractor fail to comply therewith, the Engineer may proceed under the provisions of Default of Contract.

In the event work is prosecuted during adverse weather conditions, the Contractor will be required to exercise such precautions necessary to produce satisfactory work, and shall protect the finished work from the elements. It is agreed and understood that the cost thereof has been included in the unit prices bid for the various items of work in the contract and that no extra compensation will be allowed therefore.

LIMITATION OF OPERATIONS

The Contractor shall conduct his work so as to create a minimum amount of inconvenience to vehicular and foot traffic. At any time when, in the judgment of the Engineer, the Contractor has obstructed or closed, or is carrying on operations on a greater portion of the street than is necessary for the proper prosecution of the work, the Engineer may require the Contractor to finish the sections on which work is in progress before work is started on any additional sections.

CHARACTER OF WORKMEN

The Contractor shall employ such superintendents, foremen and workers as are able and competent. The Engineer may demand in writing the dismissal of any person or persons employed by the Contractor, about or upon the work who shall misconduct himself or themselves or be incompetent or negligent in the due and proper performance of his or their duties, or neglects or refuses to comply with the direction given, and such person or persons shall not be employed again thereon without the written consent of the Engineer. Should the Contractor continue to employ or again employ such person or persons, the Engineer may withhold all estimates which are due or may become due, or the Engineer may suspend the work until such orders are complied with.

METHODS AND EQUIPMENT

The Contractor shall provide and furnish the machinery equipment and tools necessary to perform the work. These shall be in such condition and of such capacity to produce a satisfactory quality of work and to complete the same within the contract time.

Equipment shall be such that no injury to the roadway, structures, adjacent property, or other highways will result from its use, and it shall conform to the requirements set forth in detail under specific items or classes of work.

The gross weight of vehicle and load for vehicle used in the transportation of materials for pavements, base courses and shoulders over the subgrade, base course, or pavement shall not exceed that permitted by the Wisconsin Statutes for Class "A" highways.

Failure on the part of the Contractor to provide adequate equipment, maintained in proper working order, may be sufficient cause for suspension of specific operations until compliance is attained or may constitute cause for Default of Contract.

TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work wholly or in part for such period or periods as he may deem necessary, due to unsuitable weather and such other conditions as are considered unfavorable for prosecution of satisfactory work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given to perform any or all provisions of the contract. Authorizations or orders to suspend work shall be in writing. Unless otherwise specifically provided, no additional or extra compensation or additional contract time will be allowed due to suspension of operations.

In the event it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public unnecessarily, nor become damaged in any way, and he shall take every precaution to prevent damage to or deterioration of the work performed, he shall provide suitable drainage of the roadway by opening ditches, drains, etc. and shall erect temporary structures where necessary.

DETERMINATION AND EXTENSION OF CONTRACT TIME FOR COMPLETION

The time for completion of the work contemplated under the contract will be specified in the proposal either as a specific number of calendar days including Sundays and Holidays, or as a given date. It is understood that the completion of the work with the time as specified is an essential part of the contract.

Work shall be prosecuted diligently to completion. Failure to begin operations, or in the diligent prosecution thereof within the intent of this subsection, may be considered as a breach of contract and render the Contractor liable to action under Default of Contract, or the revocation of his privilege to bid additional work, or both.

The contract starting date, for purposes of determining contract time charges and extensions, is defined as follows:

When the contract provides for started work by a fixed or given calendar date, such date will be construed to be the contract starting date irrespective of the date construction operations are started.

When the contract provides for starting work not later than ten (10) days after the date of written notification from the Engineer to do so, or not later than ten (10) days after the date of official notification to the Contract of the final execution of the contract, the contract starting date will be construed to be the date construction operations are started or the tenth day following the date of such notification, whichever is earlier.

Contract time on the calendar day basis will not be charged during periods of complete suspension of operations, when approved by the Owner in conjunction with an order by the Engineer suspending operations as elsewhere herein set forth, or when so provided in the Special Provisions.

Contract time will be extended in an amount as is mutually agreed on by the Owner and the Contractor, on the basis of Contract Change order involving alterations in the contract affecting the prosecution of work, or involving extra or additional work, when such alterations are necessary for the purposes or convenience of the Owner, or when such extra or additional work is of such character or is ordered to be done at such a time that the amount of time reasonably necessary to perform such work is disproportionate to the contract time originally set up in the proposal. The agreement for extended time on this account shall be arrived at concurrently with and as a part of the consideration for the specific alteration or extra or additional work covered by that order. In the event no specific mention thereof is made in such order the value of the extra or additional work will be included in the computation for extension of contract time for increased value of work hereinafter set forth.

In the event that the money value of work completed, exclusive of such extra or additional work for which additional time has been agreed upon as herein before set forth, is in excess of the amount of the original contract, the contract time will be extended proportionately in an amount, computed to the nearest whole day, in the ratio that the final cost of the work, exclusive of the cost of such extra or additional work for which additional time had been agreed upon as previously set forth, bears to the total amount of the original contract. When a contract completion date is stipulated, the equivalent contract time for this purpose will be construed as the total elapsed calendar days between the contract starting date and the contract completion date.

Should the Contractor find it impossible to complete with work on or before the time for completion as specified in the contract, or extended as above set forth, he may, at any time prior to stipulated for completion, or extended as above set forth, make a written request to the Engineer for an extension of time, setting forth therein the reasons which he believes will justify the granting of this request. If the Owner finds that the work was delayed because of conditions beyond the control of the Contractor, he may grant an extension of time for completion in such an amount as he finds to be warranted and justified.

FAILURE TO COMPLETE WORK ON TIME

Should the Contractor fail to complete the work within the time agreed upon in the contract or within such extra time as may have been allowed by the extensions, there shall be deducted from any moneys due or that may become due the Contractor the sum set forth in the following schedule for each and every calendar day, including Sundays and Holidays, that the work shall remain uncompleted. This sum shall be considered and treated not as a penalty by as fixed, agreed and liquidated damages due the Owner from the Contractor by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from his failure to complete the work within the time specified in the contract.

SCHEDULE OF LIQUIDATED DAMAGES

The fixed, agreed and liquidated damages shall be assessed in accordance with the following schedule.

Original Contract Amount		Daily Charge	
From	To	Calendar Day	Working Day
\$0	\$50,000	\$100	\$250
50,000	100,000	150	275
100,000	300,000	200	425
300,000	500,000	325	675
500,000	1,000,000	475	1,200
1,000,000	--	550	1,300

The sum shall be considered and treated not as a penalty but as a fixed, agreed, and liquidated damages due to the City of Fond du Lac from the Contractor by reason of inconvenience to the public, added cost of engineering and supervision and other items which have caused an expenditure of public funds resulting from failure to complete the work within the time specified in the proposal.

Permitting the Contractor to continue working after the expiration of the time fixed for its completion or after the date of time extension shall in no way act as a waiver on the part of the City of Fond du Lac for any of its rights under the contract.

DEFAULT OF CONTRACT

If the Contractor fails to begin the work under contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient material to insure the completion of said work within the specified time, or shall perform the work unsuitably, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of

the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors or if the Contractor is determined to be violation of the provisions of the contract relative to hours of labor, wages, character, and classification of workmen employed, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Engineer shall give notice in writing to the Contractor and his Surety of such delay, neglect, or default, specifying the same; and if the Contractor, within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Owner shall, upon written certification by the Engineer of the fact of such delay, neglect or default and the Contractor's failure to comply with such notice, have full power and authority to forfeit the rights of the Contractor and at its option to call upon the Surety to complete the work in accordance with the terms of the contract; or it may take over the work upon giving notice to the surety, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the work by or on its own force account, or may enter into a new agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as, in its opinion, shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the Owner together with the cost of completing the work under contract shall be deducted from any moneys due or which may become due on such contract. In case the expense so incurred by the Owner shall be less than the sum which would have been payable under the contract if it had been completed by said Contractor, then said Contract shall be entitled to receive the difference subject to any claims for liens thereon which may be filed with the Owner, or any valid assignment filed with it, and in case such expense shall exceed the sum which would have been payable under the contract, the Contractor and the Surety shall be liable and shall pay to the Owner the amount of such excess.

EMERGENCY DEFERMENT OR CANCELLATION OF CONTRACT

1. General: The Owner and the Contractor, in the event of a national emergency that creates a shortage of materials, labor, or equipment, (a) by reason of war conditions involving the United States, or (b) by reason of orders of the United States Government or its duly authorized agencies, or (c) executive order with respect to prosecution of war or national defense, may upon a finding by the Owner that such emergencies do exist, and by reason of which such Contractor is unable to proceed with his construction contract, or any part thereof, as hereinafter provided.
2. Deferment: In all cases where construction is deferred, it shall be done by written agreement between the Owner and the Contractor stating the terms and condition of such deferment. In such cases, the Contract will be paid for eighty-five (85) percent of the amount of work already completed, at contract unit prices, or agreed prices where no unit prices were included in the contract. Provided, however, that when such action is advisable, the Owner and Contractor, with the written approval of Surety for the Contractor, may upon approval by the Engineer make partial payment as herein provided for not to exceed ninety-two and one half percent (92½%) of such amount of work already completed. If agreement upon the terms and conditions of such deferment cannot be agreed upon, the original contract is to remain in full force and effect.
3. Cancellation: Where the contract, or any portion thereof is definitely terminated or canceled; the Contractor released before all items of work included in his contract have been completed, payment will be made for actual items of work completed at contract unit prices, or agreed prices where no unit prices are contained in the contract, and no claim for less of anticipated profits shall be considered. Acceptable materials, obtained by the Contractor for the work, that have been inspected, tested and accepted by the Owner, and that are not incorporated in the work, may, at the option of the Owner, be purchased from the Contractor at actual cost as shown by receipted bills at such points of delivery as may be designated by the Owner.

If agreement upon the terms and conditions of cancellation of all or any part of any construction contract cannot be agreed upon, the original contract, or uncompleted part thereof, shall remain in full force and effect.

TERMINATION OF THE CONTRACTOR'S RESPONSIBILITY

Whenever the improvement contemplated and covered by the contract shall have been completely performed on the part of the Contractor and all parts of the work have been approved and accepted by the Engineer, according to the contract, and the final estimate paid, the Contractor's obligations shall then be considered fulfilled, except as set forth in his Contractor's bond.

**PROPOSAL
2022 ASH TREE REMOVAL PROGRAM
CITY OF FOND DU LAC, WISCONSIN**

Public Works Department
City/County Government Center
P.O. Box 150
Fond du Lac, Wisconsin 54936-0150

The undersigned, having read the instructions, specifications, contract documents, and inspected the work sites, does hereby submit the following proposal to furnish and deliver all materials, and to do and perform all of the work for the completed of the designated project, all in accordance with the applicable specifications.

The undersigned bidder, if awarded the Contract, agrees to begin after written notification from the City to do so, and to complete same in a timely manner in accordance with said specifications.

The undersigned bidder does hereby declare and agree to be bound, and to perform the work all in accordance with the terms, conditions and requirements of the foregoing Proposal, Contract, Detailed Specifications, which are made part hereof as fully and completely as if attached hereto in detail.

Proposal Submitted By:

(Bidder)
of _____

Sole Trader, or Co-Partner or Corporation

By _____
(Bidder must sign on this line)
_____ Title

If a Corporation, answer the following:

Incorporated under the laws of what state?

**SCHEDULE OF PRICES
2022 ASH TREE REMOVAL PROGRAM
CITY OF FOND DU LAC, WISCONSIN**

A. FOR TREE AND STUMP REMOVAL

Option I Remove tree leaving wood for property owner, chipping and removing small tree waste. Grind stump and remove stump, restore hole with shredded topsoil and seed.

Cost for tree and stump removal per diameter inch measured at 4.5 feet above ground _____

Option II Remove tree, all wood and brush removed by contractor. Grind stump and remove stump waste and restore hole with shredded topsoil and seed. Disposal of all materials

Cost for tree and stump removal per diameter inch measured at 4.5 feet above ground _____

Option III Remove tree. Dispose of brush.
Cut large unchipped wood into less than 24 inch lengths and dispose of at site designated by the City. Grind stump and remove stump waste and restore hole with shredded topsoil and seed.

Cost for tree and stump removal per diameter inch measured at 4.5 feet above ground _____

LIST OF SUBCONTRACTORS

Pursuant to Section 66.0901(7), Wisconsin Statutes, the bidder as part of this proposal, submits this full and complete list of all subcontractors and the class of work to be performed by each. (If there will be no subcontractors on the work, the bidder should note "None" below).

NAME OF SUBCONTRACTOR	CLASS OR ITEM OF WORK
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I hereby certify that the used of the name of the above subcontractor was with the knowledge and consent of the subcontractor.

Bidder

SUBLETTING OR ASSIGNING OF CONTRACT

If the contractor sublets the whole or any part of the work to be done under this contract, he shall not under any circumstances be relieved of his liabilities and obligations. All transactions of the Engineer shall be with the contractor; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The contractor shall not sublet, assign, transfer or convey his right, title or interest therein, or his power to execute such contract, to any person, firm, partnership, or corporation without the written consent of the Director of Public Works.

100% PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____ as Principal, and _____, a corporate surety authorized to transact business in the State of Wisconsin, as Surety, are held and firmly bound unto The City of Fond du Lac, Wisconsin hereinafter called the "Owner", in the penal sum of _____ (\$ _____), lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has executed the attached agreement dated _____ for 2022 Ash Tree Removal Program

Now, Therefore, if the attached Agreement is executed on behalf of the Owner, and if the Principal shall well and truly keep, do and perform each and every matter and thing in the foregoing written contract set forth and specified to be by said Principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above named obligee all losses and damages which said obligee may sustain by reason of the failure of default of the said Principal, and shall pay to each and every person or party entitled thereto, all claims for work or labor performed and materials furnished, used or consumed for, in or about the work covered by said contract, including, without limitation because of specific enumeration therein, all of the items included in Section 779.14 Wisconsin Statutes, all as provided in said contract, then this obligation shall be void; otherwise to be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of agreement to the work or to the specifications.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument in 2 original counterparts, under their several seals this ___ day of _____, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence Of: _____ (SEAL)
(Individual Principal)

(Business Address)

(Address)

(SEAL)
(Individual Principal)

(Address)

(Business Address)

(Corporate Seal)

ATTEST:

(Business Address)

By _____
(Affix Corporate Seal)

Title: _____

(Corporate Surety)

ATTEST:

(Business Address)

By _____
(Affix Corporate Seal)

Title: _____

Approved: _____ 20 _____

City Manager

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes. [Privacy Law, s. 15.04(1)(m), Wisconsin Statutes]

(1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.

(3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if **both (A) and (B) are met.**

(A) The contractor, or a shareholder, officer or partner of the contractor:

(1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.

(2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.			
Print the Name of Authorized Officer			
Signature of Authorized Officer		Date Signed	
Name of Corporation, Partnership or Sole Proprietorship			
Street Address	City	State	Zip Code

CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 2022, by and between, _____ party of the first part, hereinafter called the "Contractor" and the CITY OF FOND DU LAC, WISCONSIN, a municipal corporation, party of the second part, hereinafter called the "Owner".

WITNESSETH:

That the Contractor and the Owner, for the consideration herein stated, do agree as follows:

ARTICLE I. SCOPE OF WORK: The contractor shall perform everything required to be performed, and shall provide and furnish all labor, materials, and all utility and transportation services required to perform and complete in a workmanlike manner, all of the work required and contemplated by this Contract for "**2022 ASH TREE REMOVAL PROGRAM**" in the City of Fond du Lac, Wisconsin, contemplated by this Contractor, all in strict accordance with the Contract and Specifications, together with the Contractor's Proposal to be considered and made a part of this Contract.

ARTICLE II INDEMNITY CLAUSE: Contract does hereby covenant and agree to indemnify and save harmless the Owner from all fines, suits, claims, demands and actions of any kind and nature by reason of any and all of its operations hereunder, and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable for all accidents or injuries to persons or property damage.

ARTICLE III CONTRACT PRICE: The Owner shall pay to the Contractor for the performance of his Contract, subject to any additions or deductions, in the manner provided in the applicable specifications the following sum:

A. FOR TREE AND STUMP REMOVAL

Option I Remove tree leaving wood for property owner, chipping and removing small tree waste. Grind stump and remove stump, restore hole with shredded topsoil and seed.

Cost for tree and stump removal per diameter inch measured at 4.5 feet above ground _____

Option II Remove tree, all wood and brush removed by contractor. Grind stump and remove stump waste and restore hole with shredded topsoil and seed. Disposal of all materials

Cost for tree and stump removal per diameter inch measured at 4.5 feet above ground _____

Option III Remove tree. Dispose of brush. Cut large unchipped wood into less than 24 inch lengths and dispose of at site designated by the City. Grind stump and remove stump waste and restore hole with shredded topsoil and seed.

Cost for tree and stump removal per diameter inch measured at 4.5 feet above ground _____

