

**2024 EMERALD ASH BORER TREATMENT QUOTE  
CITY OF FOND DU LAC, WISCONSIN  
FILE 2024-022**



Prepared By:

City of Fond du Lac  
Department of Public Works  
Parks and Forestry Division  
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The City of Fond du Lac is accepting written quotations for performing insecticide injection treatments on ash trees (*Fraxinus* spp) located on the City's Right-of-Way and/or private property. Questions concerning specific work to be completed should be directed to Brian Weed, City Arborist, at 920-322-3594 or email [bweed@fdl.wi.gov](mailto:bweed@fdl.wi.gov).

### **QUALIFICATIONS OF BIDDERS**

1. This proposal should be signed by the bidder with the full knowledge and acceptance of all the provisions of the Request for Bid Proposals, General Specifications and Detailed Specifications.
2. The contractor shall procure all permits and licenses, pay all charges and fees, give all notices due and necessary and maintain proper safety standards consistent with the lawful and sound prosecution of the work.
3. Before submitting proposals, bidders shall carefully examine specifications and fully inform themselves of all existing conditions and limitations upon their ability to perform the work of the contract.

### **AWARD AND EXECUTION OF CONTRACT**

1. Any addenda issued prior to the time quotes are received shall be deemed to be included in the proposal, and shall become a part of this contract.
2. Non-completion of the contract by the date agreed upon or within any extended time shall be cause for forfeiture of the right to claims due the contractor until such time as the contract is fully performed.
3. Partial payments on the contract may be authorized when an entire work order is satisfactorily completed.
4. All subcontractors shall be made known to the Superintendent of Parks and Forestry in written form. This shall in no way be construed to limit the liability of the prime contractor who shall be responsible to the City of Fond du Lac for the performance of subcontractors, and who shall be solely responsible for performance of the contract in a workmanlike manner. The City of Fond du Lac shall be responsible to hold a pre-work conference with the contractor.
5. Contractors are required to make the City aware of their work site daily, either personally or by telephone.
6. The City of Fond du Lac may extend this contract for an additional year upon mutual agreement of both parties.

## **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 a good faith effort to establish the quality of work to be completed but unforeseen circumstances may require changes.

### **LABOR, EQUIPMENT, CODES**

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. All facets of the project shall be done in accordance with all local and state codes.

### **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 work site during the entire time that work is in progress. Any directions given to him by the Director of Public Works or his agents will be as binding as if given by the contractor.

### **CONTRACTORS LIABILITY**

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. 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.

### **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.

## **EQUAL OPPORTUNITY**

In connection with the performance of work under this Contract, the Recipient 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 Recipient 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.

## DETAILED SPECIFICATIONS

1. The written quote by a contractor will be based on a dollar per diameter inch at 4.5' DBH.
2. The price quote awarded must be honored from April 1 to September 30 of the present calendar year.
3. The contractor must provide proof the liability insurance, pesticide applicator certification and license, and proof of an ISA certified arborist to the City of Fond du Lac.
4. Contractor shall follow all federal, state, and local laws regarding applying pesticide and working in the public right of way. Contractor shall follow labels of insecticides.
5. Contractor shall provide a record of the ash treatment including the date of application, location of application, and amount/rate of application use at each site. Contractor shall provide to the City Arborist upon completion of the project.
6. Work will be performed between 6 am and 3 pm. No work will be performed on Saturday and Sunday. Hours may vary with approval of the City Arborist.
7. The City is not responsible for any actions of the contractor.
8. The Contractor must provide all the equipment, material and labor, and must not incur any expense to the City of Fond du Lac.

### Formulation Rates

9. All injections of ash trees must be with Mectinite, or a non-restricted use liquid formulation of 4% Emamectin benzoate every two years. No substitutions of the formulations shall be allowed. Preference is to be given toward solutions containing lowest signal word (i.e. Caution over Warning over Danger) as per ISA Tree Injection BMP's.
10. Contractors must inject emamectin benzoate product at the medium-high rate specified chart in Attachments (A). Determination of dosage shall be on the inches of diameter at breast height (DBH) within specific diameter classes listed in **Table A**.

Table A.

Tree Diameter (DBH)	Total ml per Tree	Injection sites per tree
6	60	3
7	70	4
8	80	4
9	90	5
10	100	5
11	110	6
12	120	6
13	130	7
14	140	7
15	150	8
16	160	8
17	170	9
18	180	9
19	190	10
20	200	10
21	210	11
22	220	11
23	230	12
24	240	12
25	250	13
26	260	13
27	270	14
28	280	14
29	290	15
30	300	15
31	310	16
32	320	16
33	330	17
34	340	17
35	350	18
36	360	18
37	370	19
38	380	19
39	390	20
40	400	20

11. Injections must be made at the soil line or within 6” of soil line to target the sapwood to ensure the best distribution of the insecticide throughout the tree. The contractor may have to pull back mulch, grass, or soil.

## Equipment

It is the responsibility of the contractor to provide all necessary equipment to complete the contract under these specifications.

12. Equipment must remain in proper operating condition throughout the term of the contract. The contractor is responsible for cleaning and providing upkeep to the injection system on a daily basis. Any maintenance issues or repairs are the sole responsibility of the contractor.
13. Contractor must use a high-helix drill bit and must replace the drill bits after every 100 DBH inches to maintain high efficiency. Drilled holes must be the size recommended by the injection equipment manufacturer. Number of holes drill in the tree should roughly correlate to 1 hole/ 2" DBH. The city may give preference for injection systems that require the smallest diameter holes. Attachment A provides clarity around number of injection sites required by tree.
14. Injection holes on ash must be drilled to a depth of approximately ½- 1 inch below the bark to maximize delivery of emamectin benzoate product into active xylem near the base of the ash trees.
15. Emamectin benzoate product must be injected into ash trees using current industry standard injection systems that have efficacy data that supports their use and **DO NOT** require any plastic material remain in the tree at the conclusion of the injection.
16. All quotations must be received no later than 2:00 p.m. CST on Friday, March 15, 2024. Quotes may be returned via mail or in person to:

City of Fond du Lac  
Attention: Cameron Fails  
160 S Macy St  
PO Box 150  
Fond du Lac, WI 54935



## **DETAILED SPECIFICATION FOR OPTION I**

### **Treatment of private and public ash trees - Initiated by Property Owner**

1. The property owner will be able to contact the awarded contractor to treat terrace and private ash trees. The Contractor's name and information will be provided by the City and be given to the property owner upon request. Tree Trunk injection with Mectinite, or a non-restricted use liquid formulation of 4% Emamectin benzoate every two years will be used.
2. The property owner must contact the City Arborist and see if the terrace tree is eligible for treatment. This will be based on condition and location of the tree. After the terrace tree is eligible for treatment, the Contractor will consult with the property owner.
3. The contractor will assess the condition of any private trees and see if they are eligible for treatment. The contractor will then recommend if treatment is to be used with property owner, directly.
4. The Contractor will invoice the property owner directly. The property owner must make payment directly to the contractor.
5. There is an estimate of (15) private and terrace trees where residents want to treat their private and/or terrace trees.

## **DETAILED SPECIFICATIONS FOR OPTION II**

### **Treatment of public ash trees only - Initiated by City of Fond du Lac**

1. The City Arborist will select which ash trees will be treated. Tree Trunk injection with Mectinite, or a non-restricted use liquid formulation of 4% Emamectin benzoate every two years will be used. If needed, there can be consulting with the contractor. All trees treated will be on street terraces and in city parks.
2. The City Arborist will provide the contractor the number of trees and their locations for the contractor to treat.
3. The Contractor will bill the city directly for all ash trees treated on city terraces and parks.
4. The City is scheduled to have up to 165 trees or 3300 inches at DBH treated this year.

PROPOSAL  
ASH (FRAXINUS SPP) TREE TREATMENT  
FILE 2024-022  
CITY OF FOND DU LAC, WISCONSIN

To: City of Fond du Lac  
Attention: Cameron Fails  
PO Box 150  
Fond du Lac, WI 54935

The undersigned, having examined the rules of program and site of work, does hereby submit the following proposal to furnish all labor, equipment, and materials to do and perform all the work for the ash tree insecticide treatment.

**OPTION I**

**TREATMENT OF PRIVATE PROPERTY TREE & PUBLIC TRERRACE TREES**

- 1) Price for trunk injection treatment prices at medium-high rate (10 ml/DBH in.)

\$ \_\_\_\_\_ / \_\_\_\_\_ DBH"

**OPTION II**

**TREATMENT OF PUBLIC TERRACE TREES ONLY**

- 2) Price for trunk injection treatment prices at medium-high rate (10 ml/DBH in.)

\$ \_\_\_\_\_ / \_\_\_\_\_ DBH"

PROPOSAL SUBMITTED BY:

OWNER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE OF QUOTE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

APPLICATOR LICENSE NUMBER: \_\_\_\_\_

APPLICATOR CERTIFICATION NUMBER: \_\_\_\_\_

APPLICATION CATEGORY: \_\_\_\_\_

CERTIFICATION EXPIRATION DATE: \_\_\_\_\_

CERTIFIED ARBORIST ID NUMBER: \_\_\_\_\_

**CONTRACT**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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 "**2024 EMERALD ASH BORER TREATMENT**" 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:

Option II) \$ \_\_\_\_\_ / \_\_\_\_\_ DBH \_\_\_\_\_

ARTICLE IV. COMPONENT PARTS OF THIS CONTRACT. This Agreement shall consist of the following component parts, all of which shall be considered as fully a part of this Agreement as if the same were set out verbatim, if not attached, as if attached hereto:

- a. General Specifications
- b. Detailed Specifications
- c. Proposal
- d. This Instrument

ARTICLE V. COMPLETION OF WORK. Contractor agrees to commence work under this Contract on a date to be specified by Owner and does further agree to fully complete all work according to all Specifications and Contract documents.

This Contract is intended to conform in all respects to the applicable statutes of the State of Wisconsin, and if any part or provision of this contract conflicts therewith, then in that event said statutes shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two original counterparts, the day and year first above written.

In the Presence of:

**CONTRACTOR:**

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Type or Print Name and Title

By: \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name and Title

**CITY OF FOND DU LAC:**

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
(Witness)

And: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Director of Administration

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_