

FILE NO. 2012-025



**CITY OF FOND DU LAC
SAFETY PRUNING
AND PUBLIC TREE REMOVAL**

**DEPARTMENT OF PUBLIC WORKS
PARK DIVISION
JOHN KIEFER, SUPERINTENDENT OF PARKS AND FORESTRY
920-322-3592**

ADVERTISEMENT FOR BIDS

**SAFETY PRUNING
AND PUBLIC TREE REMOVAL
IN THE CITY OF FOND DU LAC, WISCONSIN
File No. 2012-025**

NOTICE IS HEREBY GIVEN that sealed bids will be received in the City Administrative office located on the fourth floor of the City-County Government Center, 160 South Macy Street, Fond du Lac, Wisconsin 54936-0150 on or before at 2:00 PM on Tuesday, February 7, 2012 at which time bids will be publicly opened and read aloud in the City Manager's conference room. Telephone and fax bids will not be accepted.

The plans, specifications, and contract documents may be examined and obtained from the City Administrative Office, fourth floor, City/County Government Center, 160 South Macy Street, P.O. Box 150, Fond du Lac, WI 54936-0150. Proposals shall be submitted on forms supplied by the City of Fond du Lac and placed in bidder's own sealed enveloped marked ***"Sealed Bid – Safety Pruning and Public Tree Removal, File No. 2012-025"***.

No Bid will be opened unless the "Bidder's Proof of Responsibility" for 2012 is filed with the City of Fond du Lac at least five (5) days before the scheduled time for opening of bids. Bidder's Proof of Responsibility that have been submitted and approved for other projects in 2012, will be sufficient for this project. Reference is made to Section 66.0901(2) and (3) Wisconsin Statutes. The Director of Public Works decision as to qualifications shall be final. Bidder's Proof of Responsibility should be mailed to the attention of the Director of Public Works, City of Fond du Lac, PO Box 150, Fond du Lac WI 54936-0150.

Bidder's attention is called to the fact that this contract includes a "Disclosure of Ownership" form. Section 66.293 (3) (N) 4 of 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" and enclosed this form with the bid documents.**

Each Bid shall be accompanied by a certified check or bid bond in the amount of 5% of the maximum bid and said check shall be forfeited to the City in the event that bidder shall not enter into a contract and performance bond within ten (10) days after notice of award of contract.

Late Bids will not be accepted under any circumstances. Any Bid(s) received after the scheduled time for closing will be returned to the proposing firm unopened. Sole responsibility rests with the proposing firm to see that their proposal is received on time.

The City reserves the right to accept or reject any or all bids and to accept the bid deemed most advantageous to the City of Fond du Lac.

DEPARTMENT OF PUBLIC WORKS
Published January 24 and 31, 2012

GENERAL SPECIFICATIONS

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, visit the sites of the work, 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 of bid opening shall be deemed to be included in the proposal, and shall become a part of this contract.
2. Contractors shall also indicate on the agreement form if they will be available for emergency and weekend work, how they can be contacted, and the hourly rate they will charge for such work, as well as the hourly rate for labor and equipment during the regular work hours. Work may be assigned throughout the entire contract period. The City of Fond du Lac and contractor shall coordinate the work schedule with the final authority of assignment being the City of Fond du Lac.
3. 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.
4. Partial payments on the contract may be authorized when an entire work order is satisfactorily completed.
5. 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.
6. Contractors are required to make the City aware of their work site daily, either personally or by telephone.
7. The City of Fond du Lac may extend this contract for an additional year upon mutual agreement of both parties.

CONTRACTOR’S 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. 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 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

The contractor shall not commence work under this contract until he has obtained all insurance required under this heading. A certificate of insurance shall accompany the signed contract and shall be filed with the City Clerk as proof of such insurance, which shall also not be cancelable in less than thirty (30) days upon written notice to the insured and the City. All insurance premiums shall be the obligation of and shall be paid by the contractor.

Insurance requirements under this heading and during the term of the contract shall provide protection for the City, the contractor, and any subcontractor performing work covered by this project from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this project, whether such operation by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be:

- 1. Workmen’s Compensation Insurance to meet Wisconsin Statutory requirements
- 2. Automobile Liability Insurance; Limits of liability applicable to automobile insurance shall not be less than \$1,000,000 combined single limit to include all owned, non-owned and hired automobiles.
- 3. General Liability and Property Damage Insurance limits shall not be less than:
 - a. General Aggregate.....\$2,000,000
 - b. Products-Completed Operations
 - Aggregate\$2,000,000
 - c. Each Occurrence\$2,000,000

The City of Fond du Lac shall be listed as an additional insured as respects to the General Liability for operations and activities and shall be so noted in the proper blank on the insurance certificate.

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.

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.

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.

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 concerned effort to establish the quality of work to be completed but unforeseen circumstances may require changes.

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 66.0903(12)(d) and 103.49(7)(d), 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. Our compliance with this form has been poor in the past year, so please pay special attention to this matter.**

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 included, 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.

Note: Vendors may submit bid proposals for Safety Pruning and/or Public Tree Removal or both. The City of Fond du Lac reserves the option to select one or more vendors at its discretion.

**DETAILED SPECIFICATIONS
SAFETY PRUNING REMOVAL**

1. INTENT: It is the intent of these specifications to describe the work to be done and the specific location and manner of work to be conducted upon which bids will be taken.
2. SAFETY PRUNING: The work shall consist of pruning approximately one hundred and ten (110) trees. Pruning shall include removal of all dead and dying wood and broken, weather damaged or unsafe limbs of two inches (2”) and larger. All pruning shall conform to the highest standards of professional workmanship to include the following:
 - a. Dead, dying and unsafe wood shall be removed to a point of sound, healthy wood so that vigorous cambium tissue surrounds the cut.
 - b. Final cuts on limbs, which are too large to hold with the hand, shall be preceded by preliminary cuts shall include an undercut to prevent stripping of the bark.
 - c. All final cuts shall be collar cuts with the remaining limb or trunk in such manner as to eliminate large wounds, excessive decay, and die-backs.
 - d. V-crotches shall be removed according to the procedure described in (b) above with the final cut giving a smooth wound slopping away from the true point of intersection.
 - e. All unsafe dead and dying limbs shall be removed back to a point of intersection with the nearest sound branch with a minimum of one-half (1/2) the size of limb being removed. This can also be done by means of a collar cut.
 - f. Pole saws may be used for cutting at points difficult or impossible to reach with a power saw. All branches are to be cut by saw, and breaking branches off the tree shall be a violation of these specifications.
 - g. Clean up of all wood and bark dropped during the pruning operation is required daily and before leaving the work site.
 - h. When pruning American and Red Elms, all saws and pruning tools shall be CLEANED AND STERILIZED IN AN APPROVED FUNGICIDE SOLUTION after pruning each tree and the contractor shall have a container for same on the job site.
3. LOCATION: A sample list of trees to be pruned will be supplied by the City Parks and Forestry Division at the bidder’s request, and a detailed list will be supplied to the successful bidder after contract award.
4. The safety pruning list will include trees with dead and dying limbs, limbs to be removed for street light clearance and damaged and/or hollow limbs. These shall all be indicated on the list.
5. All brush and branches shall be chipped on the work site and shall be the responsibility of the contractor. The disposal of waste and unchipped wood shall be the responsibility of the contractor.

6. The program shall proceed in an orderly manner, without eliminating any tree listed unless the City Forestry Division is made aware of it and agrees because of a specific problem.
7. In the even the City does not have sufficient funds to complete the work herein described, it reserves the right to select those portions which it deems has the highest priority.
8. Contact John Kiefer, Superintendent of Parks and Forestry, 920-322-3592 if any questions arise.

DETAILED SPECIFICATIONS FOR REMOVAL OF TREES AND STUMPS

1. The work shall consist of removing approximately forty (40) trees from the parks, terraces or other public lands.
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 seven (7) 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. Stump grindings shall be disposed of.
6. The stump holes are to be filled as soon as physically possible with black top soil, mounding them enough to compensate for settling and compaction, and in no event shall be left unfilled overnight.
7. 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.
8. The diameter of trees shall be measured at four (4) feet above ground level and the cost per inch agreed on shall be applied to that measurement to arrive at the cost for removal.

DETAILED SPECIFICATIONS FOR ROOT PRUNING (USING STUMP GRINDER)

1. The City shall mark the area to be root pruned in linear feet.
2. All roots must be pruned down to a depth of 15" or until the roots have been severed.
3. The Contractor shall fill stump hole with existing stump grindings immediately after completing root pruning of tree.

LIST OF SUBCONTRACTORS

Pursuant to Section 66.29(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 no subcontractors on the work, the bidder should note "None" below.)

NAME OF SUBCONTRACTORS	CLASS OR ITEM OF WORK
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I hereby certify that the use of the name of the above Contractor 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 City shall be with the Contractor; subcontractor 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.

Equal Rights Division **Disclosure of Ownership**

Labor Standards Bureau

Notice required under Section 15.04(1)(m), Wisconsin Statutes. 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

(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

If you have any questions call (608) 266-0028

PROPOSAL
SAFETY PRUNING AND/OR TREE AND STUMP REMOVAL
IN THE CITY OF FOND DU LAC, WISCONSIN

To: City of Fond du Lac Fond du Lac, Wisconsin

The undersigned, having examined the specifications, sites of work, contract documents, and location of trees, does hereby submit the following proposal to furnish all labor, equipment and materials to do and perform all of the work for the completion of the designated project, all in accordance with the specifications for safety pruning and/or the removal of trees and stumps as listed.

A. FOR SAFETY PRUNING AT A PER-TREE PRICE OF _____

B. 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 and fill hole with black top soil.

Cost for tree removal per diameter inch _____

Option II Remove tree, all wood and brush removed by contractor. Grind stump and remove stump waste and fill hole with black top soil. Disposal of all materials

Cost for tree removal per diameter inch _____

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 fill hole with black top soil.

Cost for tree removal per diameter inch _____

Option IV Cost of removal of only stump and removal of stump waste and filling hole with black top soil.

Cost per diameter inch _____

C. ROOT PRUNING

In the event of root pruning with a stump grinder, the root pruning service including equipment and man power shall be provided for the following:

Cost for root pruning per linear foot, fill the hole with existing stump grindings & clean up as needed. _____

D. OTHER

Option I In the event the City should request my services for emergency work during regular working hours, (7:00 AM to 5:00 PM), I will provide the following equipment and manpower at the listed rates per hour:

Aerial lift only rate/hour _____
Aerial lift with chipper and cleanup rate/hour _____
Additional truck for tree removal rate/hour _____

Option II I will be available for emergency services during non-working hours (7:00 AM to 5:00 PM) weekdays, all hours on weekends and all holidays providing the following equipment and manpower at the listed rates per hour:

Aerial lift rate/hour _____
Aerial lift with chipper and cleanup rate/hour _____
Additional truck for tree removal rate/hour _____

Option III I will perform scheduled safety pruning (non-emergency) during regular working hours (7:00 AM to 5:00 PM) and provide the following equipment and manpower at the listed rates per hour:

Aerial lift only rate/hour _____
Aerial lift with chipper and cleanup rate/hour _____

Option IV I will provide climbing work during working hours (7:00 AM to 5:00 PM) and all the necessary equipment and manpower at the listed rate per hour:

Climbing service only rate/hour _____
Climbing service with chipper and cleanup rate/hour _____

The undersigned bidder if awarded the contract agrees to begin work no later than _____ days after receipt of contract, and to complete same in _____ calendar days 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 and specifications. All specifications and all above mentioned parts of this bid are made a part hereof as fully and completely as if attached hereto in detail.

PROPOSAL SUBMITTED BY:

Telephone number

Bidder's Signature

Company Name

Address

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 hereinafter called the "Owner", the following penal sums per work item:

A. FOR SAFETY PRUNING AT A PER-TREE PRICE OF _____

B. 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 and fill hole with black top soil.

Cost for tree removal per diameter inch _____

Option II Remove tree, all wood and brush removed by contractor. Grind stump and remove stump waste and fill hole with black top soil. Disposal of all materials

Cost for tree removal per diameter inch _____

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 fill hole with black top soil.

Cost for tree removal per diameter inch _____

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Cost per diameter inch _____

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Cost for root pruning per linear foot, fill the hole with existing stump grindings & clean up as needed. _____

D. OTHER

Option I In the event the City should request my services for emergency work during regular working hours, (7:00 AM to 5:00 PM), I will provide the following equipment and manpower at the listed rates per hour:

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Aerial lift with chipper and cleanup rate/hour _____
Additional truck for tree removal rate/hour _____

Option II I will be available for emergency services during non-working hours (7:00 AM to 5:00 PM) weekdays, all hours on weekends and all holidays providing the following equipment and manpower at the listed rates per hour:

Aerial lift rate/hour _____
Aerial lift with chipper and cleanup rate/hour _____
Additional truck for tree removal rate/hour _____

Option III I will perform scheduled safety pruning (non-emergency) during regular working hours (7:00 AM to 5:00 PM) and provide the following equipment and manpower at the listed rates per hour:

Aerial lift only rate/hour _____
Aerial lift with chipper and cleanup rate/hour _____

Option IV I will provide climbing work during working hours (7:00 AM to 5:00 PM) and all the necessary equipment and manpower at the listed rate per hour:

Climbing service only rate/hour _____
Climbing service with chipper and cleanup rate/hour _____

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 _____, 2012 for the **2012 Safety Pruning and Public Tree Removal**

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 thereunder 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 _____, 2012, 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)

(Witness) (Business Address)

(Witness) (Individual Principal)

(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

CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 2012, 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 **SAFETY PRUNING & PUBLIC TREE REMOVAL** 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 SAFETY PRUNING AT A PER-TREE PRICE OF _____

B. 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 and fill hole with black top soil.

Cost for tree removal per diameter inch _____

Option II Remove tree, all wood and brush removed by contractor. Grind stump and remove stump waste and fill hole with black top soil. Disposal of all materials

Cost for tree removal per diameter inch _____

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 fill hole with black top soil.

Cost for tree removal per diameter inch _____

Option IV Cost of removal of only stump and removal of
stump waste and filling hole with black top soil.

Cost per diameter inch _____

C. ROOT PRUNING

In the event of root pruning with a stump grinder, the root pruning service
including equipment and man power shall be provided for the following:

Cost for root pruning per linear foot, fill the hole with existing stump
grindings & clean up as needed. _____

D. OTHER

Option I In the event the City should request my services for emergency
work during regular working hours, (7:00 AM to 5:00 PM), I will
provide the following equipment and manpower at the listed rates
per hour:

Aerial lift only rate/hour _____

Aerial lift with chipper and cleanup rate/hour _____

Additional truck for tree removal rate/hour _____

Option II I will be available for emergency services during non-working
hours (7:00 AM to 5:00 PM) weekdays, all hours on weekends and
all holidays providing the following equipment and manpower at
the listed rates per hour:

Aerial lift rate/hour _____

Aerial lift with chipper and cleanup rate/hour _____

Additional truck for tree removal rate/hour _____

Option III I will perform scheduled safety pruning (non-emergency) during
regular working hours (7:00 AM to 5:00 PM) and provide the
following equipment and manpower at the listed rates per hour:

Aerial lift only rate/hour _____

Aerial lift with chipper and cleanup rate/hour _____

Option IV I will provide climbing work during working hours (7:00 AM to 5:00 PM) and all the necessary equipment and manpower at the listed rate per hour:

Climbing service only rate/hour _____

Climbing service with chipper and cleanup rate/hour _____

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. Advertisement for Bids | e. Contractor's Qualifications and Equipment |
| b. General Specifications | f. Proposal |
| c. Detailed Specifications | g. This Instrument |
| d. List of Subcontractors | |

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: _____