

FILE NO. 2012-038

SPECIFICATIONS, PROPOSAL AND CONTRACT

FOR

2012 CITY-WIDE TREE PLANTING

PROGRAM

CITY OF FOND DU LAC, WISCONSIN

Department of Public Works
Parks and Forestry Division



ADVERTISEMENT FOR BIDS
2012 CITY-WIDE TREE PLANTING PROGRAM
File No. 2012-038

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, March 22nd, 2012 at 2:00 PM, at which time bids will be publicly opened and read aloud in the City Manager's conference room of the fourth floor of the City/County Government Center. Telephone and fax bids will not be accepted.

Specifications and Proposal Forms may be obtained from City Administrative Offices. Proposals shall be submitted on forms supplied by the City of Fond du Lac and placed in bidder's own sealed envelope marked **"SEALED BID - 2012 City-Wide Tree Planting Program-Sealed Bid File No. 2012-038"**.

All bids shall be prepared on the forms provided in the specifications and shall remain attached thereto. All bids shall be addressed to **City Administrative Offices, City/County Government Center, 160 South Macy Street, PO Box 150, Fond du Lac WI 54936-0150**. No bid shall be withdrawn for a period of thirty (30) days after opening of said bids, without the consent of the Director of Public Works.

No bid will be opened unless the "Bidder's Proof of Responsibility" for 2012 is filed at least five days before the scheduled time for opening of bids. Reference is made to Section 66.0901(2) and (3) Wisconsin Statutes, latest edition. 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"**.

A certified check or bank draft payable to the City Treasurer, or a satisfactory bid bond, in the amount of five percent (5%) of the gross bid shall accompany each bid as a guarantee that if the bid is accepted as the successful bid, such successful bidder will execute and file the proposed contract within ten (10) days after notice of award of contract.

Late proposals will not be accepted under any circumstances. Any proposals 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.

Department of Public Works
Published March 8th and 15th, 2012

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GENERAL SPECIFICATIONS

Intent of Specifications

The attached specifications and instructions are intended to provide for the furnishing only and/or furnishing and planting of plant materials in quantities and species as listed. Quantities may vary subject to funding.

The exact location of trees will be furnished by the City.

Furnishing and planting of all materials shall conform to the dates as per the detailed specifications.

Inspection of Sites

The prospective bidder should inspect the planting sites before preparing his bid so that he is aware of existing field conditions. Arrangements may be made for a representative of the City to accompany such examination by calling the Park Office at (920) 322-3594.

Guarantee

The successful bidder shall guarantee all stock furnished, or furnished and planted, to establish and grow successfully for two (2) years from date of delivery. All planting stock within this guarantee shall be periodically watered by the owner. The Contractor shall be notified by mail of all plant failures. All failed stock shall be replaced by the Contractor as soon as feasibly possible on a mutually agreed upon date. If replacement date cannot be agree upon, the final decision shall rest entirely with the owner. The owner reserves the option to remove all failed stock thirty (30) days after the failure notification date. It shall be the Contractors responsibility to replace failed stock as often as required to insure a healthy growing plant throughout and at the termination date of the two (2) year guarantee period.

Supervision by City

The City of Fond du Lac shall approve all plant material and may provide full-time inspection of the work of the Contractor. Should any dispute arise with regard to quality of material or workmanship as they pertain to the specifications, an attempt shall be made to resolve it jointly, but with the final decision resting entirely with the City.

Any plant materials not meeting specifications, whether furnished only or to be furnished and planted, shall be returned immediately.

Labor, Equipment, Permits, 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.

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.

The entire job shall be done in accordance with local and state codes, and all permits and approval costs shall be borne by the Contractor.

Pre-planting Conference

The successful bidder shall contact the Park Office prior to the start of the planting project so a meeting can be arranged to review all aspects of the program, and to insure that all requirements and specifications are fully understood, and will be implemented in full compliance with such requirements and specifications by the planting Contractor.

Laws to be Observed

The successful bidder or Contractor shall observe and comply with all state and local laws and ordinances or regulations which in any manner affect the conduct of this work. Such Contractor shall indemnify and save harmless the City and all of its officers, agents or employees against any claims for any material or other liability arising from or based upon conduct of the work or violations of any law, ordinance, regulation, or order, whether by the Contractor himself or his employees.

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 applicants, employment notices to be provided by the contracting officer setting forth the provision of the non-discrimination clause.

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 be 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:

Workmen's Compensation Insurance to meet Wisconsin Statutory requirements.

Automobile Liability Insurance: Limits of liability applicable to automobile insurance shall not be less than \$2,000,000 combined single limit to include all owned, non-owned and hired automobiles.

General Liability and Property Damage Insurance limits shall not be less than:

General Aggregate	\$5,000,000
Products-Completed Operations Aggregate	\$5,000,000
Each Occurrence	\$2,000,000

DETAILED SPECIFICATIONS

Scope of Work

The contract award includes furnishing only and furnishing and planting of the specified number of trees and shrubs of the species listed. Furnishing and planting includes the digging and preparing of the hole, setting of the plant specified, back-filling and restoration of the area as found, and mulching and staking if required, all in accordance with the following specifications.

Plant Material Specifications

1. All plants shall be premium grade stock. Northern grown, in planting zones three, four or five. Caliper size is trunk diameter six inches (6") above ground level. Height is measurement from top of root flare to top of plant. Size of plants is specified on schedule of prices. All planting stock shall have well-formed, typical uniform branching, free of disease, insects and mechanical injury, with a well-developed root system and straight trunk. Deciduous trees shall be free of branches to a minimum height of five feet (5'). Trees to be furnished may be bare root or balled and burlapped, as specified on the schedule of prices. All balled and burlapped root systems shall conform to American Nursery Standard for Nursery Stock (ANSI Z60.1-2004) Shrub size is specified as W = width of spread and/or pot size. H = height from top of ball or planting level to top of tree or shrub.
2. All plants to be furnished shall be securely tagged to identify species, and two (2) copies of a code identification chart shall be furnished to the City when the trees are delivered.
3. Plants shall be dug immediately prior to shipment, if possible, and shall be properly protected from weather and handling during transit.
4. All prices quoted shall be FOB the job sites, all located in the City of Fond du Lac.
5. A representative of the City, appointed by the Superintendent of Parks, may reject any plant or materials that do not meet the specifications herein set forth.
6. The Park Division office shall be notified at least three (3) days prior to arrival of materials by calling (920) 322-3594.
7. A final list of planting numbers and locations will be delivered to the contractor no later than March 30, 2012 for the spring planting and September 28, 2012 for the fall planting.

8. All spring planted stock shall be delivered and planted by June 1, 2012. All fall planted shall be delivered and planted by November 17, 2012. Authorization to extend the planting time period beyond this date must be obtained from the Superintendent of Parks & Forestry.

Planting Specifications

1. Terrace planting locations will be marked by a paint spot on the vertical side of the curb face. The Contractor will be furnished with an address and specie list and will be responsible for planting the correct specie of tree or trees listed for each address.
2. The sod shall be cut and removed from the planting site, and shall not be used to refill the hole. Each planting hole shall be dug to match root zone depth of tree. Additional loose soil shall then be placed on the root system in such a manner as to eliminate all voids around the root structure. Any additional soil needed to fill the hole shall be black topsoil, and shall be furnished by the Contractor.
3. All planting holes shall be dug at least six inches larger than the farthest extending root, with the tree located in the center of the hole. If an auger is used in planting, hand digging may be necessary to accommodate irregular root structures. Damaged roots only will be permitted to be pruned. The tree shall be so planted that the soil is dished to facilitate watering.
4. All bare root stock root systems must remain moist from nursery to planting site and not allowed to desiccate. This can be done by using wet straw and moist compost wood chips. The root systems may also be protected from desiccation by using a fine grade, 1000 microns or less, synthetic cross linked polymer hydrogel. The hydrogel may be sprayed or dipped onto the root system. All root systems must be tarped and kept moist during transportation.
5. All trees are to be planted where the root flare meets the soil grade of the site. If root flare is not found on balled and burlapped tree, the Contractor is responsible to remove excess soil from ball to find where the root flare begins and to plant the tree at the proper depth.
6. Trees shall not be pruned prior to delivery or after planting except upon special approved by the owner. All deciduous trees are to be pruned prior to planting as instructed by the owner at the pre-planting conference.
7. All deciduous trees may be wrapped with a good quality tree wrapping paper and a 4-inch mulch covering of shredded cedar must be placed around the base of the tree, covering the root system and extending past the planting hole edge by at least 4 inches.
8. The Contractor shall be responsible for all clean up of the work sites, and restoration of the planted area to as reasonably like the condition found.

9. Contractor shall be responsible for watering of plant materials immediately upon placement. Water for the Contractor's use will be made available by the owner, at the Contractor's expense.

10. All deciduous trees are to be supported with: Option #1 - two (2) each round two-inch minimum diameter 7-foot wooden cedar stakes. Trees are to be cross-tied to the stakes with two-inch-wide polyester or nylon webbing, with the webbing firmly stapled to the stakes. **OR**

All deciduous trees are to be supported with: Option #2 – with two (2) new seven (7) foot steel T-post painted with dark green paint. Posts are to have a kick plate and must be the same color. Trees are to be supported by two (2) 2” wide x 12” long polyester tree strap with #12 gauge wire attached from tree strap to T-post. The polyester tree strap shall have a #2 grommet one (1) inch from each end of the edge of tree strap on center.

11. All plants specified balled and burlapped shall have the binding (cord, wire, etc.) and wrapping completely removed from the top one-half (M) of the root system, before planting excavation is back-filled. Potted material shall have the containers removed before placing in the ground and roots sliced vertically to prevent encircling roots.

PROPOSAL
TREE PLANTING PROGRAM
CITY OF FOND DU LAC, WISCONSIN

Public Works Department
City Administrative Offices
City/County Government Center
Fond du Lac, Wisconsin

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 work 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 this proposal, the contract and application specifications, which are made a part hereof as fully and completely as if attached hereto in detail.

Bidder shall indicate whether planting stock may be selected and tagged by City agent:

Yes No

Proposal submitted by:

Bidder

Of _____

Sole Trader, or Co-Partner of Corporation

By _____

Signature of Bidder

Title

If a Corporation, answer the following:

Incorporated under what state?

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 _____, 2012 for 2012 City Wide Tree Planting 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 _____, 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)

(Business Address)

(Address)

(Individual Principal) (SEAL)

(Business Address)

(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
<p>I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.</p>			
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) 266-6861

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 labor, materials, tool, expendable equipment, and all utility and transportation services required to perform and compete in a workmanlike manner, all of the work required and contemplated by this Contract for the City of Fond du Lac's "**2012 City-Wide Tree Planting Program**" all in strict accordance with the Contract and Specifications, and Special Provisions, the same, together with the Contractor's Proposal and Bidding Schedule to be considered and made a part of this Contract.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of his Contract, subject to any additions or deductions, _____

(\$ _____). The actual sum to be paid, however, will be the aggregate total determined by the work actually performed by the Contractor, calculated upon the unit prices set out in the contract.

The foregoing total sum shall be the basis for establishing the amount of Surety Performance Bond, and is not to be construed as the lump sum contract price.

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

- | | |
|----------------------------|----------------------------|
| 1. Special Provisions | 6. Affidavit of Bidders |
| 2. Contract Specifications | 7. 100% Performance Bond |
| 3. Schedule of Prices | 8. Disclosure of Ownership |
| 4. Contractor's Proposal | 9. This Instrument |
| 5. List of Subcontractors | |

The Contractor agrees to commence work under this Contract on a date to be specified by the Owner and does further agree to fully complete all work included in this Contract to a point of final acceptance by the Owner within November 22, 2012.

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 (2) original counterparts the day and year first above written.

In Presence Of:

CONTRACTOR

By: _____

Type Name and Title

By: _____

CITY OF FOND DU LAC, WISCONSIN

(WITNESS)

By: _____
CITY MANAGER

(WITNESS)

CITY CLERK

Date: _____

Provisions have been made to pay the liability that will accrue under this contract.

DIRECTOR OF ADMINISTRATION

Date: _____

Approved as to form:

CITY ATTORNEY

Date: _____