

**City of Racine  
 Official Notice #1-2020  
 Bidders Proposal  
 Tree Purchase**



**City of Racine, Wisconsin**

<b>Schedule of Events</b>	
January 6, 2020	Published in Newspaper   Posted to Website   Emailed
January 9, 2020	Published in Newspaper
<b>January 27, 2020 by 10:00am</b>	DUE DATE Bid proposals received after this time will not be considered.
January 2020	Review
February 2020	Finance & Personnel
February 2020	Common Council
February 2020	Award & Issue Purchase Order or Contract
Method of submittal	E-mail   Facsimile   Mail   In-person
Submit Proposals to	Monica G. Santos - Purchasing Agent City of Racine Finance - Purchasing Department 730 Washington Ave.   Room 105   Racine, WI 53403 Office: 262.636.9143   Fax: 262.636.9100 Email: <a href="mailto:monica.santos@cityofracine.org">monica.santos@cityofracine.org</a> Website: <a href="http://www.cityofracine.org/purchasing">http://www.cityofracine.org/purchasing</a>

The undersigned hereby proposes to furnish all labor, tools, equipment and all materials, except as definitively specified to be furnished by others, ready for use, all in accordance with these specifications, all as attached hereto and all of which the undersigned has examined, the following work for the compensation indicated.

Firm: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## 1. GENERAL INFORMATION

The City of Racine needs the following plant material for spring 2020. Bids will be accepted by the City of Racine Purchasing Department, 730 Washington Ave., Room 105, Racine, WI, 53403, until 1:00pm on January 27, 2020. The contract will be awarded to the lowest responsive, responsible bidder.

Substitutions will be considered if sizes and varieties desired are not available. All substitutions must be clearly noted on the bid proposal in the space provided. Proposed substitutions will be accepted at the discretion of the City. The City of Racine is the sole judge of the suitability of all bidders and reserves the right to reject any and all parts of the proposal that is not in the best interest of the City of Racine.

## 2. DELIVERY

Bids will include the cost of delivery. The bidder shall deliver all awarded plant material to the City of Racine, Washington Bowl Park, 1330 Valley Drive, Racine, Wisconsin. The City of Racine requires at least 24-hour notice before delivery will be accepted. Contact the City Forester, Matt Koepnick at (262) 770-7029 to arrange for delivery. Deliveries will only be accepted between the hours of 7:00 A.M. and 1:30 P.M. Monday through Friday, not including State Holidays. All trees shall be properly loaded on a truck or trailer, tarped and secured so as not to cause damage in transport. Plants will be identified and tagged by variety and size.

Note: Our delivery facility is not equipped with a loading ramp. If applicable, any balled and burlapped trees **must** be loaded and accessible so that we can unload in a safe manner.

Based upon field conditions and dig times, we will work with the winning bidder(s) to identify an acceptable delivery date(s). ***In general, our goal is to receive trees as early as possible during the month of April.***

## 3. PLANT SPECIFICATIONS

All plants shall be nursery grown at a northern location so as to be acclimated to the local climate. They are to be of the diameter range specified on the bid sheet, Type 1 quality, true to type and exhibiting good health and vigor. All plants will be free of any and all injury due to insects, disease and any other defects that will affect the survivability and long term health. The trunk bark will be sound with no large wounds. Small wounds will be callused over or having good callus formation. Crown shape and branch structure will be typical of each species or variety. Shade trees shall have a strong central leader. The crowns will also be free of any major defects (co-dominate leaders, poor branch angles, heavy branches not in proportion to the rest of the plant). Branch height will be appropriate for the size and plant provided. All plants will be dug and handled in such a manner as to prevent injuries to trunks, branches, and roots. All whips shall be unbranched to lightly-branched.

All balled and burlap plants will have a compact root ball of sufficient size and shape to encompass enough fibrous roots to help ensure quick recovery from transplanting. The root ball will be wrapped in a non-synthetic, biodegradable product set in a wire basket and secured with a non-synthetic, biodegradable twine. The root collar will be located within the top 2" of the earth ball. All broken or loose root balls will be rejected. Balled and burlap trees will be graded by trunk diameter and measured 6 inches above the root collar for 4 inch caliper and smaller.

**All bare root trees must have a well-branched and fibrous root system characteristic of the species. All tree specifications will adhere to the standards set forth by the most recent edition of the American Standard for Nursery Stock (ANSI Z60.1).**

**4. INSPECTION**

The City of Racine reserves the right to inspect all plants. All plants will be subject to inspection at the location specified in the bid request. The City of Racine reserves the right to reject any plants that do not meet these specifications. Final inspection shall be done upon receiving plant material. All return freight costs for removal of rejected plant material will be borne by the supplier.

**5. QUESTIONS**

- |   |     |    |
|---|-----|----|
| Have you performed any work for the City of Racine in the past?     | YES | NO |
| Are you part of the Disadvantage Business Enterprise (DBE) Program? | YES | NO |
| if you answered no, would you like more information?                | YES | NO |
| Are you fully certified with the State of Wisconsin?                | YES | NO |

## 6. BIDDERS PROPOSAL

Item	Quantity Required	1.5" to 1.75" Bare Root	Price Each	Price Total
1	22	cornelian cherry dogwood, <i>Cornus mas</i>		
		<i>proposed substitution:</i>		
2	22	spring flurry serviceberry, <i>Amelanchier laevis</i> 'Spring Flurry'		
		<i>proposed substitution:</i>		
3	22	paperbark maple, <i>Acer griseum</i>		
		<i>proposed substitution:</i>		
4	22	amur maackia, <i>Maackia amurensi</i>		
		<i>proposed substitution:</i>		
5	22	seven-son flower, <i>Heptacodium miconioides</i>		
		<i>proposed substitution:</i>		
6	22	hophornbeam, <i>Ostrya virginiana</i>		
		<i>proposed substitution:</i>		
7	22	white shield osage orange, <i>Maclura pomifera</i> 'White Shield'		
		<i>proposed substitution:</i>		
8	40	exclamation planetree, <i>Platanus x 'Exclamation'</i>		
		<i>proposed substitution:</i>		
9	40	Espresso Kentucky coffee tree, <i>Gymnocladus dioicus</i> 'Espresso'		
		<i>proposed substitution:</i>		
10	40	accolade elm, <i>Ulmus</i> 'Morton' Accolade		
		<i>proposed substitution:</i>		
11	40	american sentry linden, <i>Tilia americana</i> 'McKSentry'		
		<i>proposed substitution:</i>		
12	40	skyline honeylocust, <i>Gleditsia triacanthos</i> 'Skyline'		
		<i>proposed substitution:</i>		
13	40	green vase zelkova, <i>Zelkova serrata</i> 'green vase'		
		<i>proposed substitution:</i>		
14	40	yellowwood, <i>Cladrastis kentukea</i>		
		<i>proposed substitution:</i>		
15	40	magnifica hackberry, <i>Celtis occidentalis</i> 'Magnifica'		
		<i>proposed substitution:</i>		

16	40	northern catalpa, <i>Catalpa speciosa</i>		
		<i>proposed substitution:</i>		
17	40	swamp white oak, <i>Quercus bicolor</i>		
		<i>proposed substitution:</i>		
18	40	shingle oak, <i>Quercus imbricaria</i>		
		<i>proposed substitution:</i>		
19	40	red oak, <i>Quercus rubra</i>		
		<i>proposed substitution:</i>		
20	40	European hornbeam, <i>Carpinus betulus</i>		
		<i>proposed substitution:</i>		
21	40	presidential gold ginkgo, <i>Ginkgo biloba</i> 'The President'		
		<i>proposed substitution:</i>		
22	40	eyestopper corktree, <i>Phellodendron lavalleyi</i> 'Eye Stopper'		
		<i>proposed substitution:</i>		
23	40	fall fiesta sugar maple, <i>Acer saccharum</i> 'Bailsta'		
		<i>proposed substitution:</i>		
24	40	sun valley maple, <i>Acer rubrum</i> 'Sun Valley'		
		<i>proposed substitution:</i>		
25	40	hardy rubber tree, <i>Eucommia ulmoides</i>		
		<i>proposed substitution:</i>		
26	40	baumannii horsechestnut, <i>Aesculus hippo.</i> 'Baumannii'		
		<i>proposed substitution:</i>		
27	40	cherokee sweetgum, <i>Liquidambar styraciflua</i> 'Ward'		
		<i>proposed substitution:</i>		
28	40	tulip tree, <i>Liriodendron tulipifera</i>		
		<i>proposed substitution:</i>		
29	40	katsuratree, <i>Cercidiphyllum japonicum</i>		
		<i>proposed substitution:</i>		
30	40	goldenraintree, <i>Koelreuteria paniculata</i>		
		<i>proposed substitution:</i>		

Item	Quantity Required	4' to 5' Whip	Price Each	Price Total
31	40	red maple, <i>Acer rubrum</i>		
		<i>proposed substitution:</i>		
32	40	northern catalpa, <i>Catalpa speciosa</i>		
		<i>proposed substitution:</i>		
33	40	hackberry, <i>Celtis occidentalis</i>		
		<i>proposed substitution:</i>		
34	40	basswood, <i>Tilia americana</i>		
		<i>proposed substitution:</i>		
35	40	tamarack, <i>Larix laricina</i>		
		<i>proposed substitution:</i>		

## **7. Indemnification and Insurance Requirements:**

### **Indemnification**

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City of Racine, Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Racine, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located. Contractor shall reimburse the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

### **Insurance Requirements**

The Contractor shall not commence work under a contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor. Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employers Liability Insurance - The Contractor shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA0001), covering Symbol 1 (any vehicle)

Limits -The Contractor shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the City of Racine) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability- One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
3. Umbrella Liability- One Million dollars (\$1,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status as respects liability arising out of activities performed by or on behalf of the Contractor; on products and completed operations of the Contractor; for premises occupied or used by the Contractor; and on any vehicles owned, leased, hired or borrowed by the Contractor.
2. The coverage shall contain no special limitations on the scope of protection afforded to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.



3. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Racine, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to it.

4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty (60) days (or 10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Racine.

7. Such liability insurance shall indemnify the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

8. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability with a minimum of a 24 month policy extension, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Racine, and shall have a minimum A.M. Best's rating of A-VII.

**Deductibles and Self-Insured Retentions** - Any deductible or self-insured retention must be declared to and approved by the City of Racine. At the option of the City of Racine, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

**Evidences of Insurance** - Prior to execution of the agreement, the Contractor shall file with the City of Racine a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-8.

**Responsibility for Work** - Until the completion and final acceptance by the City of Racine of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectments, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Sub-Contractors - In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

**END OF DETAILED SPECIFICATIONS**

**BIDDER'S CERTIFICATION**

I hereby certify that all statements herein are made in behalf of:

\_\_\_\_\_

Name of Corporation, Partnership or Person submitting bid

a corporation organized and existing under the laws of the State of:

\_\_\_\_\_

a partnership consisting of:\_\_\_\_\_

an individual trading as:\_\_\_\_\_

of the City of \_\_\_\_\_ State of \_\_\_\_\_

that I have examined and carefully prepared this proposal from the plans and specifications and have checked the same in detail before submitting this proposal; that I have full authority to make such statements and submit this proposal in its (their) behalf, and that said statements are true and correct

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

TITLE:\_\_\_\_\_

Sworn and subscribed to before me

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(Notary or other officer authorized to administer oaths)

SEAL:

My commission expires \_\_\_\_\_