The City of Wausau is accepting quotations for the removal of trees located on public right-of-way throughout the City. Questions concerning specific work to be done should be directed to Blaine Peterson, Wausau City Forester, at 715/261-1558.

1. The determination of the low qualified quotation shall be based upon the cost per diameter inch for removal of trees as specified below, provided the contractor possesses a good work record and satisfactory equipment.

2. The estimated number of diameter inches for tree removal is 1,500. The final number of trees removed will depend on the unit cost of the accepted quotation.

3. All trees to be removed are of various diameters and are located in boulevards or on other public property within the City of Wausau. Diameter measurements will be made in the following manner:
   A. For removal of single trunk trees, diameter measurements will be made at 4½ feet above grade.
   B. For removal of double-stem trees that fork below 4½ feet, each trunk will be measured separately at 4½ feet and added together for a total diameter.

4. No obstruction to vehicular or pedestrian traffic shall remain after the end of the daily work period. The contractor will be responsible for notifying the Wausau Police and Fire Departments and Metro Ride when streets are temporarily closed. The contractor will be permitted to utilize the sidewalk area as necessary. Any damage to sidewalks, curbs, gutters, and street pavement shall be repaired with like materials at the contractor’s expense. All trees and shrubs on public or private property that are damaged or destroyed shall be repaired or replaced at the contractor’s expense.

5. The contractor will be required to sign and barricade the work area in accordance with the Manual of Uniform Traffic Control Devices. Obstructed sidewalks shall have two Class 1 barricades placed at the nearest block corners and two additional Class 1 barricades placed at the location of the work.

6. The contractor shall be solely responsible for the safety of his crew and all observers and shall maintain workers compensation insurance as required by Wisconsin Statutes. The contractor shall perform all work in accordance with OSHA standards and other applicable regulations.

7. Insurance requirements for all work performed under this contract are as follows: The contractor shall indemnify and save harmless the City, its agents, employees, officers and officials whether hired, appointed, or elected, from and against all
losses, claims, demands, payments, suits, actions, and judgments of every nature and description brought or recovered against him by reason of any act or omission of said contractor, his agent, or employees in the execution of the work or in the guarding and protection of it.

The contractor shall maintain and pay for such insurance issued in the name of the City, or name as co-insured, the City, as will protect the City from his contingent liability under the contract, a copy of which shall be deposited with the City.

**Insurance Coverage Required:** Besides other forms of insurance that the contractor, by law, is required to have, the contractor must have on this project: (1) Automobile liability insurance, and (2) Comprehensive general liability insurance.

The general liability insurance shall include the following coverage: (1) Exposure from blasting; (2) Damage to or from existing underground utilities; (3) Collapse of land or buildings; and (4) Personal injury liability.

**Policy Limits:** The policy limits of the insurance required on this project shall be at least $500,000 for each person; $500,000 for each occurrence; and $500,000 property damage. Insurance coverage shall include a $1,000,000 excess limit umbrella policy.

**Certificate of Insurance:** Before the contractor shall proceed with any work under this contract, he shall furnish to the City of Wausau certificate(s) of insurance showing the proper forms and amounts of insurance that have been purchased. The certificate shall show a ten day prior notice of cancellation of any portion of the insurance to be furnished to the City of Wausau.

8. Tree removal under this contract will include the removal of all branches, twigs, bark, leaves, sawdust, wood chips and large wood. The stump must be cut to within six inches of the ground. No portions of the tree may be cut or partially cut and left in the tree unattended. No limbs or other debris may be left blocking sidewalks or streets unless appropriately barricaded or a ground person is on site. No sidewalks or streets may be left obstructed overnight. The work site must be thoroughly cleaned up including raking before the site is considered finished.

9. Occasionally the work order will contain directions to “leave firewood” at the site for the adjacent property owner. Under these circumstances the wood is to be cut into manageable sized pieces and stacked either on the boulevard where it is not obstructing the use of the sidewalk or street, or on the property owner’s side of the sidewalk for their use.

10. Hours of work will be left to the discretion of the contractor. However, no work shall be started before 7:00 a.m. No work at all shall be performed on Sundays and holidays.

11. Work orders will be issued with a 15 or 30 day completion period depending on the quantity of work to be completed. No more than 30 trees will be on a 15-day work order and no more than 60 trees will be on a on a 30-day work order.
12. All work shall be performed to the satisfaction of the City Forester. If upon inspection by the City Forester or his representative the work is found to be unsatisfactory, the work shall be corrected at contractor's sole expense and at no cost to the City within 20 days from the date of notice. The decision of the City Forester or his representative shall be final.

13. All work performed under this quotation shall be completed no later than December 31, 2011 and shall commence upon written notice of the Board of Public Works or the City Forester.

14. Payments for work performed will be made approximately two weeks after a request for payment is made. Five percent of the amount requested for payment will be withheld pending final acceptance of all work by the City Forester.

15. A "contract guarantee" shall be required of each person or firm submitting a quotation for this contract. The "contract guarantee" shall consist of a certified check, bank cashier's check, or postal money order in the amount of 5% of the total quotation (a personal check is not acceptable), and it shall be forfeited to the City of Wausau if a person or firm is awarded the contract to perform the work and then fails to execute the contract within ten days after notice of award.

16. Sealed quotations will be accepted until 1:00 p.m. on May 10, 2011, in the Engineering Department, City Hall, 407 Grant Street, Wausau, WI 54403. Please mark "Tree Removal Quotation" on the envelope containing the quotation.

17. The City of Wausau may, at its discretion, reject any or all quotations, or choose the quotation deemed to be in the best interest of the City of Wausau after considering contractor experience, equipment, past performance, and ability to complete the work on schedule.
2011 TREE REMOVAL QUOTATION

The undersigned does hereby agree to furnish the specified equipment and labor to perform the work specified in the attached specifications. All work must be completed by December 31, 2011.

The total amount of the Tree Removal Contract shall not exceed $9,000.00. If necessary, the estimated number of 1,500 diameter inches to be removed will be reduced or increased to maximize the available budget.

Cost per diameter inch: $________

Cost per diameter inch (write out): ______________________________________

Cost per diameter inch $________ x 1,500 diameter inches = $________

Total cost (write out) ______________________________________

Amount of "Contract Guarantee" (5% of quotation): $________
(A certified check, bank cashier's check, or postal money order must accompany the quotation; a personal check is not acceptable.)

Company Name: ______________________________________________________

Signature: ______________________  Name (print): ______________________

Address: ____________________________________________________________

Phone Number: ______________________  Fax Number: ______________________

Date: ______________________

Quotation must be submitted by 1:00 p.m., May 10, 2011.
2011 TREE REMOVAL CONTRACT  
(To be executed by successful contractor)

This contract made this __________ day of __________________________________________, 2011, by and between
__________________________________________, herein called the "Contractor" and the City of Wausau, a municipal corporation, located
in Marathon County, Wisconsin, herein called the "Owner."

WITNESSETH: That the contractor and the owner for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK
The contractor shall perform everything required to be performed and shall provide and furnish all the labor, materials, equipment, necessary tools, expendable equipment, insurance provided by the specifications, contributions to social security and all utility and transportation services required to perform and complete in a workmanlike manner the following work: 2011 TREE REMOVAL PROJECT; all in accordance with the specifications and drawings and in strict compliance with the contractor's proposal and other contract documents, herein mentioned as component parts of this contract. The contractor shall do everything required by this contract and other documents constituting a part hereof and in the manner specified herein.

ARTICLE II. CONTRACT PRICE
The owner shall pay to the contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the contract price as follows: $ ________________________________

Unless otherwise provided in the detailed specifications, payments are to be made to the contractor on the basis of approved written estimates to the Board of Public Works of the value of the work performed during the preceding month and materials suitably stored on the site which are to be incorporated into the project, but the owner will retain 5% of the amount of each estimate until 50% of the work has been completed and thereafter make payments pursuant to law.

The Board of Public Works, in case the work under this contract is not completed within the time required, or within an extended time approved in writing by the Board of Public Works, is authorized to take charge of the work and finish it at the expense of the contractor and his sureties and to apply the amount retained from estimates to the completion of the work.

The final payment shall be made within 30 days after completion and acceptance of the work included in this contract and all payments shall be due when certificates are issued for them. However, the owner may withhold payments prior to final acceptance of the work for reasons set forth in the general or special specifications.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT
This contract consists of the following component parts, all of which are as fully a part of it as if set out verbatim herein, or if not attached, as if the same were hereto attached.

1. Contract.
2. Specifications.

The contract documents form a complete unit and requirements called for by one are as binding as if called for by all. In case of conflict between plans and specifications, the specifications shall govern. Special specifications shall control over general specifications.

ARTICLE IV. PAYMENT FOR LABOR AND MATERIAL
The contractor specifically agrees to pay for all claims for labor performed at rates at least equal to the wage scale on file with the city clerk for this project and materials furnished, used or consumed in completing the foregoing contract together with all items enumerated in Section 779.14, Wis. Stats., as the obligation of the contractor.

ARTICLE V. OBSTRUCTION OF STREETS
If the contractor shall in any manner obstruct a street or sidewalk, he shall put up and maintain barriers and lights to prevent accidents, and shall be liable for damages caused by failure to do so; and such contractor shall further be liable for all damages caused by the negligent digging up of streets, alleys, or public grounds or which may result from his carelessness in the prosecution of such work [Section 62.15(11), Wis. Stats.]. The contractor shall also be bound by any further requirements of the specifications on this point.
IT WITNESS WHEREOF the parties hereto have caused this instrument to be executed in four original counterparts on the day and year first above written.

**Signing instructions for this contract:**

For a **Corporation:** (1) President and secretary must sign; (2) corporate seal must be affixed; (3) two witnesses must sign.

For a **Partnership:** (1) Both or all partners must sign; (2) two witnesses must sign.

For a **Sole Trader:** (1) Owner must sign; (2) two witnesses must sign.

 Witnesses:  

__________________________________________________________________________

**CONTRACTOR**

__________________________________________________________________________

President-Owner-Partner

__________________________________________________________________________

Secretary-Partner

Affix Corporate Seal Here

__________________________________________________________________________

Witnesses:  

__________________________________________________________________________

**CITY OF WAUSAU, WISCONSIN**

__________________________________________________________________________

James E. Tipple, Mayor

__________________________________________________________________________

Toni Rayala, City Clerk

Provision has been made to pay the liability that will accrue under this contract.

Date _____________________________

Approved as to form: 

Date _____________________________

Maryanne Groat, Finance Director

Date _____________________________

Anne Jacobson, City Attorney