

City of Waterloo
Request for Proposal
2014 Tree Removal



KUNKEL
engineering
group

June 26, 2014

Prepared By:

KUNKEL ENGINEERING GROUP

107 Parallel St
Beaver Dam, WI 53916
(920)356-9447

City of Waterloo

**Request for Proposal
2014 Tree Removal**

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BID

City of Waterloo 2014 Tree Removal

This Bid is submitted to: Kunkel Engineering Group

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 60 days after the day of Bid opening, or for such longer period of time that BIDDER may agree to in writing upon request of OWNER. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. BIDDER has examined copies of all the Contract Documents and of the following addenda (receipt of all of which is hereby acknowledged),

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____

and also copies of the Advertisement or Invitation to Bid and the Instructions to Bidders:

- b. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.
 - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for themselves any advantage over any other Bidder or over OWNER; and
4. BIDDER will complete the Work for the following price(s):

	ESTIMATED QUANTITY		ITEM & UNIT PRICE (In Words)	UNIT PRICE (Numbers)	ITEM TOTAL
1.)	1	LS	Tree Removal		
			_____	\$ _____	\$ _____
			Per Lump Sum		
TOTAL BASE BID _____				(Words)	
				\$ _____	

- 5.) BIDDER agrees that the Work will be substantially completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.) BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
- 7.) Communications concerning this Bid shall be addressed to the address of BIDDER indicated below:
 Business Name: _____
 Contact Person: _____
 Mailing Address: _____
 City: _____ State: _____ Zip _____
 Telephone: _____ Fax: _____
- 8.) The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20____.

If the Bidder is:

An Individual

By: _____ (SEAL)
 (Individual's Name)
 doing business as _____

A Partnership

By: _____ (SEAL)
 (Firm Name)

 (General Partner)

A Corporation

By: _____
(Corporation Name)

(State of Incorporation)

By: _____
(Name of Person authorized to sign)

(Title)

(Corporate Seal)

Attest: _____
(Secretary)

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public My Commission Expires _____

A Joint Venture

Joint Venture Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name: _____

Title: _____

Joint Venture Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name: _____

Title: _____

Phone Number, Fax Number, and Address for receipt of official communications:

SECTION 00500
AGREEMENT

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20____ by and between _____ (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: _____

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: _____

Article 2. ENGINEER

The Project has been designed by Kunkel Engineering Group, LLC, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 The work will be substantially completed on _____ and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on _____.

- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$400 for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$400 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 4.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the first day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- 4.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

95% of Work completed. If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02.A of the General Conditions).

- 4.1.2 Upon Substantial Completion, progress payment will be made in an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02.B of the General Conditions.
- 4.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07.B of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.B.

Article 5. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.
- 6.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the

other terms and conditions of the Contract Documents, including specifically the provision of paragraph 4.04 of the General Conditions.

- 6.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 This Agreement (pages 0500-1 to 0500-6, inclusive).
- 7.2 Exhibits to this Agreement (Exhibits _____ to _____, inclusive).
- 7.3 Performance and Payment Bonds.
- 7.4 Notice of Award.
- 7.5 General Conditions (pages 0700-1 to 0700-42, inclusive).
- 7.6 Supplementary Conditions (pages 0800-1 to 0800-4, inclusive).
- 7.7 Special Provisions (pages 0900-1 to 0900-_____, inclusive).
- 7.8 Specifications bearing the title: _____

- 7.9 Drawings, consisting of a cover sheet and sheets numbered _____ through _____, inclusive with each sheet bearing the following general title: _____

- 7.10 Addenda numbers _____ to _____, inclusive.
- 7.11 CONTRACTOR's Bid (pages 0310-1 to 0310-_____, inclusive).
- 7.12 Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive).
- 7.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.04.A of the General Conditions.

7.14 The documents listed in paragraph 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04.A of the General Conditions.

Article 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 9. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 20_____.

OWNER _____ CONTRACTOR _____

By: _____ By: _____

Title: _____ Title: _____
(Corporate Seal) (Corporate Seal)

Attest: _____ Attest: _____

Approved as to form

Attorney for the Owner

Date: _____

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

Comptroller or other official acting as such

CORPORATE CERTIFICATE

I, _____, Certify that I am the Secretary of the corporation named as the CONTRACTOR herein; that _____, who signed this contract on behalf of the CONTRACTOR, was then _____ of said Corporation, and that such contract was duly signed for and in behalf of said corporation by authority of its governing body.

Corporate Seal

SECTION 00610
PERFORMANCE BOND

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract;
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
 Surety Agency or Broker
 Owner's Representative (engineer or other party)

SECTION 00800
SUPPLEMENTARY CONDITIONS

SC-4.02 – 4.04 PHYSICAL CONDITION AT SITE

All underground structures and utilities have been represented to a reasonable degree of accuracy according to available information. It shall be the Contractor's responsibility to verify their exact locations.

SC-5.02 – 5.04 BONDS AND INSURANCE

All surety and insurance companies providing any bond or insurance required by the Contract Documents shall be duly licensed in the State of Wisconsin. The Owner and the Engineer shall be named as additional insureds on the Contractor's Insurance. The limits of liability for the insurance required by paragraphs 5.02 and 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by laws and regulations:

Worker's Compensation, etc., (under paragraph 5.04 of the General Conditions):

1. State: Statutory
2. Applicable Federal (e.g. Longshoreman's): Statutory
3. Employer's Liability: \$500,000 Each Accident
\$500,000 Disease - Policy Limit
\$500,000 Disease - Each Employee

Comprehensive General Liability Including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage; and Contractual Liability under paragraph 5.04 of the General Conditions:

1. General Aggregate: \$2,000,000
2. Products-Completed Operations Aggregate: \$2,000,000
3. Personal & Advertising Injury: \$1,000,000
4. Each Occurrence: \$1,000,000
5. Fire Damage (any one fire) \$ 50,000
6. Medical Expense (any one person): \$ 5,000
7. Property Damage Liability insurance will provide Explosion, Collapse and Underground coverage; and, Blanket Written and Oral Contractual coverage.

Comprehensive Automobile Liability Including owned, non-owned and hired vehicles):

1. Bodily Injury & Property Damage, Combined Single Limit: \$1,000,000

Umbrella Excess Liability (Excess over Employer's Liability, Commercial General Liability and Automobile Liability)

1. General Aggregate: \$2,000,000
2. Each Occurrence: \$2,000,000

SC-5.04 CONTRACTUAL ENDORSEMENT

The Contractual Liability required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts:

- (1) Bodily Injury \$500,000 Each Occurrence
- (2) Property Damage \$500,000 Each Occurrence
 \$500,000 Annual Aggregate

SC-5.06 PROPERTY INSURANCE

Delete paragraph 5.06.A of the General Conditions in its entirety and insert the following in its place:

5.06.A Contractor shall purchase and maintain, until final payment, property insurance upon the work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of Owner, Contractor, Subcontractors, Engineer and Engineer's consultants in the work (all of whom shall be listed as insureds or additional insured parties), shall insure against the perils of fire and extended coverage, shall include "all-risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all-risk" insurance or otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portions of the work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor in accordance with this paragraph 5.06 shall comply with the requirements of paragraph 5.06.C, General Conditions. In the case of Owner installed equipment, the policy will not be required for equipment once it has been turned over to the Owner.

SC-5.09 ACCEPTANCE OF INSURANCE

The Contractor shall forward certificates of insurance to the Owner evidencing the above-required coverages. The certificate should indicate the Owner will receive a 30 day notice of any material change or cancellation of the policy.

SC-6.02 - 6.03 LABOR; WORKING HOURS; SERVICES, MATERIALS, AND EQUIPMENT

All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. The standard of the work required throughout shall be of such grade as will bring results of the first class only.

SC-6.05 SUBSTITUTES AND "OR EQUALS"

Whenever in any of the Contract Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, and the words "or-equal" are not included, no substitutions shall be permitted without the express, written consent of Engineer.

SC-7.02 COORDINATION

The General Contractor shall have the authority and responsibility for coordination of the activities among the various prime contractors. The General Contractor shall also be responsible for coordinating construction with Owner's street, water, and sewage utilities as appropriate.

END OF SECTION

SECTION 00900
SPECIAL PROVISIONS

Special Provisions

City of Waterloo

2014 Tree Removal

Time of Completion

Final Completion: **July 25, 2014**

The above time of completion is based on an anticipated contract award date of **July 3, 2014**. Should the Contract be awarded after the anticipated date of award, the Engineer will issue a Notice of Award and the Contractor will be allowed the same number of calendar days from the above anticipated award date to the time of completion, to finish this work under this Contract. The project shall be completed in its entirety and ready for final payment by the final completion date including resolution of all punch list items.

Scope of Work

Work will include the removal of trees varying in size and location within the City of Waterloo. Tree removal will include cutting down, removal of all brush & wood, removal or grinding the stump, restoration and cleanup of disturbed areas. Furnish all labor, materials, and equipment required for the associated work and site restoration, as shown by the plans and contract documents, complete, and acceptable to the City of Waterloo.

Bidding Timeline

Bids should be submitted to Mitch Leisses at Kunkel Engineering Group by Wednesday, July 2, 2014, by the end of the business day. Bids can either be dropped off at the office of Kunkel Engineering Group, 107 Parallel Street, Beaver Dam, WI, or submitted via email to mleisses@kunkelengineering.com.

Bonding

Although a Performance Bond is required, the Bid Bond is being waived for this project.

Owner & Engineer

When the OWNER or TOWN is mentioned herein, it means the City of Waterloo. When the ENGINEER is mentioned, it means the Consultant, Kunkel Engineering Group, or its delegated representative.

Permitting & Compliance

All work shall comply with WDNR Conditions of Approval for this project if applicable.

Standard Specifications

Perform all work under this contract as per the provisions of Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, and State of Wisconsin Department of Transportation, Division of Highways, Standard Specifications for Highway and Structure Construction, latest edition, including all Supplemental Specifications and other revisions to date, unless otherwise specified herein or noted on the plans. Both documents are referred to herein as Standard Specifications. Section numbers less than 100 refer to the former, section numbers larger than 100 refer to the latter.

Customary English units will be used for plan dimensions, layout of work, and measurement for payment as listed on the Bid Form under this contract. References to nominal SI (Metric) units in the Standard Specifications are to be converted to their customary English equivalent.

Utilities

Notify all Utilities that may have overhead or buried lines in the construction area. Repair or replacement of any disturbed utilities is Contractor's responsibility. The Contract Price includes any costs for temporary or permanent relocations of such structures and facilities required to complete the Work unless specifically indicated otherwise in the plans or specifications.

Mobilization

Mobilization, covered by Section 619 of the Standard Specifications, will not be paid for separately under this contract, but will be considered incidental to the Bid Prices for this work.

Traffic Control and Access

General:

The Contractor must maintain access to business and residents throughout the project area at all times. Should, in the opinion of the Engineer, any portion of the work require temporarily closing a street or road, the temporary road closure must be approved by the Owner. Abutting/adjoining property owners must be provided access to their property at all times, including when streets are temporarily closed to traffic. All signs, barricades, warning devices, flagmen, etc., must be provided and maintained by the Contractor.

All Access Requirements will be strictly enforced during the course of construction. Be prepared to provide immediate access for fire, police, ambulance and other emergency vehicles without regard to damage to any of the Work in progress. Include all costs associated with Traffic Control & Access in the Bid Price for which the work is associated.

Demolition, Disposal of Materials & Salvage

Excavated material and other materials shall be disposed of in a legal manner at a site to be provided by the Contractor as per Section 2.2.11 of the standard specifications. The Contractor is solely responsible for securing a site and disposal of all surplus or excavated material from this project per all Wisconsin DNR and Federal regulations. Onsite burial of debris, brush, logs, and stumps will not be allowed. Include all costs associated with Disposal of Materials & Salvage in the Bid Price for which this work is associated.

Tree Removal

Remove trees as indicated on the plans. Remove stump completely or grind to a minimum of 6" below finished lawn grade, or earth subgrade for sidewalks and driveways. Include all costs of tree and stump removal, and disposal of materials in the Bid Price for Tree Removal.

Site Restoration – Topsoil, Seeding, & Matting

Provide all labor, materials, equipment, and supplies necessary to restore adjoining lawns, terrace or other areas which are disturbed by any work under this contract. Furnish, install and fine grade pulverized topsoil in all areas to be seeded. Provide an allowance of at least one additional inch to account for settling and compaction. Salvage all topsoil from areas to be excavated. Make up any deficiency in topsoil with topsoil imported to the site at Contractor's expense. Engineer must specifically approve the source of imported topsoil. Topsoil must not contain stones, rocks, gravel, and excessive amounts of vegetative matter, sticks, herbicides, pesticides, weed seeds or other objectionable matter.

Installed topsoil thickness shall be 4" minimum.

Fine grade, seed, fertilize, and mulch disturbed areas. Perform all seeding work as per s. 630 of the Standard Specifications. Use Seed Mixture #40 for street terrace and lawn areas and Seed Mixture #20 for back slopes and where directed by the Engineer. Seed may be sown by either Method A or B at the Contractors option. Apply Fertilizer Type A as per s. 629 of the Standard Specifications. Install seeding/erosion mat as called out on the plans or as directed by the Engineer or Owners Representative. Perform all work as per S. 628 of the Standard Specifications. Repair or replace any area top soiled, seeded, and mulched that settles, washes out, does not grow, is excessively weedy, erodes, or fails in any other manner within the warranty period at no cost to Owner. Include all costs of site restoration in the Bid Price for Tree Removal.

City of Waterloo
 Dodge County, Wisconsin
 2014 TREE REMOVAL



Map ID#	Address	Number of Trees	Size (Inches)
1	324 Polk St	2	53", 54"
2	338 Polk St	1	103"
3	366 Polk St	1	66"
4	435 Taylor St	1	95"
5	385 Taylor St	1	110"
6	285 S Monroe St	1	55"
7	350 S Monroe St	1	44"
8	525 S Monroe St	3	87", 94", 114"
9	543 S Monroe St	1	72"
10	City Cemetary	1	63"
11	206 Harison St	1	91"
12	323 Harrison St	2	48", 57"
13	508 Harrison St	1	67"
14	597 Harrison St	2	48", 69"
15	343 S Jackson St	1	56"
16	346 S Jackson St	1	60"
TOTAL		21	1,506"

Undistributed Trees			
	TBD	3	36", 42", 54"
TOTAL		3	132"



NOT REVISED

SCALE : 1" = 150'

PROJECT : #	DATE : 06-26-14	DRAWN BY : ARW
		APPROVED BY : BAO

CITY OF WATERLOO, WISCONSIN
2014 TREE REMOVAL

KUNKEL
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group

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Beaver Dam, WI 53916
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Fax (920)356-9454

TREE REMOVAL

March 08, 2004 1:28:03 p.m.
Drawing: S:\TOBINS\PLAN\PROFILE20.DWG