AGENDA
STORM WATER UTILITY COMMITTEE

MONDAY, MARCH 30, 2009
ROOM 204
5:00 P.M.

G. John Ruffolo, Chairman
Donald K. Holland
Patrick Juliana

Ray Misner
Don L. Moldenhauer
Anthony Nudo

A. APPROVAL OF MINUTES

A-1 Approval of minutes of special meetings held on March 9, 2009 and March 16, 2009.

B. DEFERRED TO COMMITTEE

✓B-1 Award of Parkway Tree Pruning #02-09 to The Care of Trees in the amount of $14.83 per tree. **(All Districts)** *(deferred from March 16, 2009 meeting) (Park Commission approved 3:1, Finance Committee approved 6:0)*

CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF PUBLIC WORKS COMMITTEE

ALDERMAN COMMENTS

IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE CALL 653-4050 BEFORE NOON ON THE DATE INDICATED FOR THIS MEETING.

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMEBERS OF THE COMMON COUNCIL MAY BE PRESENT AT THE MEETING, AND ALTHOUGH THIS MAY CONSITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT TAKE ANY ACTION AT THIS MEETING.

STORM WATER UTILITY COMMITTEE
- MINUTES -

MONDAY, MARCH 9, 2009
5:00 P.M.

G. John Ruffolo, Chairman
Donald K. Holland
Patrick Juliana

Ray Misner
Don L. Moldenhauer
Anthony Nudo

The regular meeting of the Storm Water Utility Committee was held on Monday, March 9, 2009 in Room 204 of the Municipal Building. The following members were present: Acting Chairman Donald K. Holland, Aldermen Patrick Juliana, Ray Misner, Don L. Moldenhauer and Anthony Nudo. Alderman G. John Ruffolo was excused The meeting was called to order at 5:35 pm. Staff members in attendance were Ron Bursek, Mike Lemens and Shelly Billingsley.

A-1 Approval of minutes of regular meeting held on February 23, 2009.

It was moved by Alderman Juliana, seconded by Alderman Misner to approve minutes. Motion passed 5-0.

C-1 Approval of Intergovernmental Agreement between the Town of Bristol, Wisconsin and the City of Kenosha, Wisconsin for Stormwater Information and Education Program Services.

It was moved by Alderman Nudo, seconded by Alderman Juliana to approve agreement. Motion passed 5-0.

ADJOURNMENT - There being no further business to come before the Storm Water Utility Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 5:37 pm.

STORM WATER UTILITY COMMITTEE
- MINUTES -

MONDAY, MARCH 16, 2009
6:45 P.M.

G. John Ruffolo, Chairman
Donald K. Holland
Patrick Juliana

Ray Misner
Don L. Moldenhauer
Anthony Nudo

A special meeting of the Storm Water Utility Committee was held on Monday, March 16, 2009 in Room 200 of the Municipal Building. The following members were present: Chairman G. John Ruffolo, Aldermen Donald K. Holland, Patrick Juliana, Ray Misner, Don L. Moldenhauer and Anthony Nudo. The meeting was called to order at 6:45 pm. Staff member in attendance was Ron Bursek.

C-1 Award of Parkway Tree Pruning #02-09 to The Care of Trees in the amount of $14.83 per tree. **(All Districts)** *(Park Commission approved 3:1, also referred to Finance Committee)*

It was moved by Alderman Holland, seconded by Alderman Nudo to defer. Motion passed 6-0.

ADJOURNMENT - There being no further business to come before the Storm Water Utility Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 6:47 pm.

DEPARTMENT OF PARKS
3617 - 65TH STREET
KENOSHA, WI 53142

PHONE: (262) 653-4080
FAX: (262) 653-4093
WEB: www.kenosha.org

KENOSHA 1850 WISCONSIN

Mary Durkee, CPRP
Park Operations Supervisor

Dirk Nelson
City Forester & Special Events Supervisor

Mike Pancheri
Municipal Golf Course and Athletics Supervisor

Catherine Mantuano
Keep Kenosha Beautiful Coordinator

ART STRONG, DIRECTOR

TO: ART STRONG, DIRECTOR

FROM: DIRK NELSON, CITY FORESTER

RE: CONTRACT PRUNING RECOMMENDATION

DATE: MARCH 3, 2009

Based upon the results of the Parkway Tree Pruning #02-09 (Park) tabulations, The Care of Trees is the low bidder. This company meets the requirements stated in the instructions to bidders. Mr. Jacob Kubisiak, a certified arborist from the company has met with me to inspect the area to be pruned, and viewed the pruned trees from the 2008 pruning contract to see what the City expects from this contract.

Based on this, I recommend The Care of Trees be awarded this bid.

Tabulation Regarding Lawn Tree Pruning #02-09 (Park)
02/23/09
Preparer: SC

	Landscape Concepts Mgmt	Clean Cut Tree Service	Aerial Work Services	The Doctors of Landscaping	Lakeside Tree Care	Arbor Images	Trees-B-Gone	The Care of Trees	Bella Landscapin
Estimated quantity	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	No E
Price Each	37.25	44.00	15.00	36.00	15.00	19.95	15.00	14.83	
Payment Terms	No response	No response	No response	Net 30	Per Contract	No response	No response	No response	
Notes:									

CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT

CONTRACT SPECIFICATIONS AND SPECIAL CONDITIONS FOR PRUNING TREES IN LAWN PARK AREAS

Proposal No. 02-09

WORK TO BE PERFORMED. Work shall consist of maintenance pruning work on lawn park area and public right-of-way trees within the City of Kenosha. This includes removing debris from the site and the proper disposal thereof.

LOCATION OF WORK. Work will consist of tree pruning on lawn park areas and public rights-of-way in the following section of the City:

- East of 39th Avenue and North of Washington Road, including 39th Avenue and Washington Road street trees.

All work shall be conducted in an organized manner and on a block-by-block basis. Written notification of planned work shall be given to residents of the affected area not less than two (2) working days in advance of the schedule work, nor more than seven (7) working days in advance of the work. Work shall begin on Washington Road and proceed North in an organized manner.

Contractor must notify the City Forester of scheduled work locations not less than two (2) working days in advance of said work.

Contractor shall provide the City with a sample of the notification letter to be given to residents in the 2009 Pruning Contract area in advance of commencement of work.

The City reserves the right to change, add or delete areas or quantities as it deems to be in its best interest. The City shall give notice to Contractor of the addresses or areas to be pruned.

SCHEDULE. Pruning operations shall commence no later than thirty (30) days after Contract has been awarded. The time limit for completion of work is December 31, 2009, with any trees within the outlined pruning area that have not been pruned, but which require pruning, being placed on future pruning contracts where no time extension is granted.

Tree pruning shall only be performed during those seasonal periods which will not be injurious to the health and well-being of the tree or the grounds. The City of Kenosha reserves the right to define those periods when pruning will not be permitted by the Contractor. Unless otherwise authorized by the City, failure of the Contractor to comply with the approved pruning schedule shall be sufficient cause to give notice that the Contractor is in default of the contract, and terminate said contract.

WORK HOURS. The Contractor will schedule work between the hours of 7:00 A.M. And 6:00 P.M., Monday through Saturday, unless authorized by the City to do otherwise.

SUPERVISION. The Contractor shall be under the direct supervision of the City or its authorized representatives. Contractor shall consult the Kenosha Park Division ("KPD") concerning details and scheduling of all work. Contractor must have a responsible person in charge of work at all times to whom the KPD may issue directives, who shall accept and act upon such directives. A name, phone number and address must be made available to KPD of Contractor's responsible person(s). If any incidents occur that will impact any day's work, KPD must be contacted as soon as possible.

INSPECTIONS. The Contractor shall call KPD at 653-4080 between 7:00 A.M. and 8:00 A.M. on the morning of each day work will be performed to inform KPD of locations for that day's work. KPD may conduct inspections of Contractor's work at any time without notification.

PUBLIC RELATIONS. KPD has notified abutting property owners of anticipated work using the "Work Notification Form".

KPD shall provide a supply of informative leaflets at no cost to Contractor who will distribute them to each abutting property owner and place them at each building in front of which work will occur. Contractor shall answer any questions from citizens concerning the project. Anyone asking a question that the Contractor cannot answer will be referred to KPD at 653-4080.

SAFETY. Work will conform to the most recent revision of American National Standards Institute Standard Z-133.1-2006 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing Trees and for Cutting Brush). A copy of these standards is on file at the office of KPD and is made a part of the Contract by this reference. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any stump removal.

DISCONTINUANCE OF WORK. The Contractor shall immediately cease any practice obviously hazardous, as determined by the City, upon receipt of either written or oral notice from the Director of Parks and Forestry, or his designee,

TREE PRUNING. The purpose of the Tree Pruning Contract is to make trees in the lawn park areas in compliance with Section 34.05 D. of the Code of General Ordinances for the City of Kenosha, Wisconsin.

All pruning shall be done in accordance with the American National Standards Institute (ANSI) Standard A300-2001.

Trees shall be pruned in such a manner as to preserve their health and maintain a natural shape. Pruning shall consist of the removal of the lower branches of a tree to provide clearance for both vehicular and pedestrian traffic. No more than one-fourth (1/4th) of the foliage on a mature tree shall be removed within a growing season. Trees planted within any lawn park or public right-of-way areas that are subject to vehicular traffic shall be pruned so that any branches or foliage projecting over such areas provide a clearance of not less than thirteen and one-half (13.5') feet from the pavement. Any branches or foliage projecting over any public right-of-way areas that are subject to pedestrian or bicycle traffic shall be pruned so that any branches or foliage projecting over such areas provide a clearance of not less than eight and one-half (8.5') feet from the pavement or ground.

Not every tree within the 2009 Pruning Contract area will require maintenance pruning. Bypass and note trees do not require Contract pruning.

CLEANUP. All debris from tree pruning shall be cleaned up each day before the work crew leaves the site, unless permission is given by the City to do otherwise. It shall be the responsibility of the Contractor to remove and dispose in a proper and acceptable manner all logs, rush and debris resulting from tree pruning operations. Failure to do so will generate a penalty equal to the cost of cleanup by KPD.

TRAFFIC CONTROL. Traffic control is the total responsibility of Contractor and must be coordinated with the Public Safety Dispatcher (656-1234). Contractor is responsible for posting the streets where work is to be performed twenty-four (24) hours prior to the work's

commencement. If it becomes necessary to tow parked vehicles, the Contractor shall coordinate towing with KPD.

COORDINATION OF WORK. Separate crews may work on separate streets if the streets are close to one another. Each crew must complete work on each particular block before moving to another block unless KPD gives permission to do otherwise.

WORKING IN PROXIMITY TO ELECTRICAL HAZARDS. A close inspection shall be made by the tree worker and his supervisor to determine whether an electrical conductor passes through a tree or passes within reach distance of the tree worker before climbing, entering or working around any tree.

Only a qualified line-clearance tree trimmer or qualified line-clearance tree trimmer trainee shall be assigned to the work if it is determined that an electrical hazard exists. A trainee shall be under the direct supervision of qualified personnel. A qualified line-clearance tree trimmer is a tree worker who, through related training and on-the-job experience, is familiar with the special techniques and hazards involved in line clearance. A trainee is a worker regularly assigned to a line-clearance tree trimming crew and undergoing on-the-job training who, in the course of such training, has demonstrated his ability to perform his duties safely at his level of training. (OSHA Standard 29CFR1910.)

There shall be a second qualified line-clearance tree trimmer or line-clearance tree trimmer trainee within normal voice communication during line-clearing operations aloft when:

- The line-clearance tree trimmer of line-clearance tree trimmer trainee must approach more closely than ten (10') feet (3m) to any conductor or electrical apparatus energized in excess of 750 volts;
- When branches of limbs being removed cannot first be cut (with a pole pruner/pole saw) sufficiently clear of the primary conductors and apparatus so as to avoid contact; or,
- When roping is required to remove branches or limbs from such conductors or apparatus.

All other workers shall maintain a minimum clearance of ten (10') feet (3m) from energized conductors rated 50 kV phase-to-phase or less; for conductors rated over 50 kV phase-to-phase, the minimum clearance shall be ten (10') feet plus 4/10 inches (3m plus 10mm) for each kilovolt over 59 kV.

Ladders, platforms and aerial devices, including insulated aerial devices, shall not be brought in contact with an electrical conductor.

When an aerial lift device contacts an electrical conductor, the truck supporting the aerial device shall be considered as energized, and contact with the truck shall be avoided, except where emergency rescue procedures are being carried out. Emergency rescue should only be attempted by properly trained persons familiar with electrical hazards.

TREE DAMAGE. Climbing iron, spurs or spikes are not be used on trees to be pruned. Any tree damage caused by contractor is to be repaired immediately, and at not additional expense, to the satisfaction of the City. Trees damaged beyond repair, as determined by a qualified arborist, acceptable to the City and the Contractor whose expenses shall be jointly covered by both parties, are to be removed at no expense to the City, with the stump ground to City standards, and replaced by a tree of the size and species designated at no additional expense to the City. The

dollar value of such damaged tree(s), as determined by a qualified arborist, acceptable to the City and Contractor whose expenses shall be jointly covered by both parties, shall be deducted from monies owed the Contractor.

PROTECTION OF OVERHEAD UTILITIES. Tree trimming operations may be conducted in areas where overhead electric, telephone and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operations. The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches which may conflict with or create a personal hazard in conducting the operations of this contract. If the Contractor has properly contact the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility of the Contractor.

EVIDENCE. In all situations involving injury or property damage, Contractor is not to perform further work until photography, police reports and other evidence gathering activities are completed. The Kenosha Park Division will supply guidelines for this situation. Contractor is to make no statement to anyone about which party might be liable for damages or injuries, or what caused any tree to break apart, fall, etc. All such questions shall be directed to the Kenosha Park Division at 653-4080.

PAYMENTS. Payment shall be made monthly, unless otherwise agreed. Payment shall be made within fifteen (15) working days after **CITY** receives an invoice or application for payment with adequate cost breakdown to certify payment due. Payment shall be on a per tree basis. Stump removal and cleanup must be completed.

ASSIGNMENT AND SUBLETTING. No Contract shall be assigned or subcontracted without the written consent of KPD. In no case shall consent relieve the Contractor from Contractor's contractual obligation or change the terms of this Contract. Any assignee or subcontractor approved by KPD shall be required to submit insurance certificates as per the Contract requirements prior to any removals.

CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT
TREE PRUNING
PROPOSAL NO. 02-09

City of Kenosha,
Room 208, 625 - 52nd Street,
Kenosha, Wisconsin 53140-3480.

Finance:

A representative of this organization has reviewed the proposal documents and inspected the trees noted in the Contract Specifications and Special Conditions, or waived said right, and hereby submits the following proposal to prune said trees in accordance with City of Kenosha specifications and special conditions at the following prices, to be firm for sixty (60) days from date of Proposal, subject to Proposal being accepted within that time and a Contract entered into for that price.

Estimated Number of Trees: 4,500

Amount: $14.83 Per Tree

All work will be completed no later that December 31, 2009, subject to liquidated damages of One Hundred ($100.00) Dollars per day in the event of delay where no extension is granted.

City reserves the right to designate more or less trees to be pruned based upon bid price per tree and available budget.

The effective date of the Contract shall be the date of return of executed Contract to Contractor with notice to proceed. The Contractor shall furnish sufficient labor, material, equipment, and supervision to complete the work according to the above time schedule.

Respectfully submitted,

Cash Discount Terms:

_____% _____Days

Net _____ Days

Date:_____

Firm: The Care of Trees

Signature: Kathleen T. Hudson

Title: Vice President

Address: 275C 12th St.
Wheeling, IL 60090

Phone: 847-459-8400 Fax: 847-459-7469

Optional:

Are you a minority owned business? Yes____ No X

AFFIDAVIT OF ORGANIZATION AND AUTHORITY
AND CAREFUL INSPECTION OF SITE
AND PREPARATION OF PROPOSAL OR BID

STATE OF ~~WISCONSIN~~ Illinois)
:SS.
COUNTY OF Cook)

Kathleen S. Hendricksen, being first duly sworn, on oath, deposes and says that the Bidder on the attached Bid Proposal is organized as indicated below, and that all statements herein are made on behalf of such Bidder, and this deponent is authorized to make them.

[Fill Out Applicable Paragraph]

CORPORATION. The Bidder is a corporation incorporated and existing under the laws of the State of Illinois, and its President is Karl Warnke, its Secretary is David Adante, and it does have a corporate seal.

~~The President is authorized to sign construction contracts and bids for the Company by action of its Board of Directors taken on _____, a certified copy of which is attached hereto. [Strike out this last sentence, if applicable.]~~

LIMITED LIABILITY COMPANY. The Bidder is a limited liability company organized and existing under the laws of the State of _____. Pursuant to its articles of organization, the Bidder may be bound by action of its managing member/members [strike one].

PARTNERSHIP. The Bidder is a partnership consisting of _____ _____, General Partners, doing business under the name of _____.

SOLE PROPRIETOR. The Bidder is an individual; and, if operating under a trade name, such trade name is as follows: _____.

ADDRESS. The business address of the Bidder is as follows:
The Care of Trees
2750 Lake St.
Wheeling, IL 60090
Telephone Number: 847-459-8405

STATUTORY SWORN STATEMENT.
Kathleen S. Hendricksen, also deposes and states that he/she has examined the Instructions to Bidders, has investigated site conditions; or, in the alternative, has waived such inspection at Bidder's peril, and has carefully prepared the Bid Proposal from the plans and specifications, and checked the same in detail before submitting this proposal or Bid. The undersigned also deposes and states that the statements contained in this Affidavit are true and correct.

[Corporate Seal]

Signed: Kathleen S Hendricks
Typed Name: Kathleen S. Hendricksen
Title: Vice President
Date: 2/18/09

STATE OF ~~WISCONSIN~~ Illinois)
:SS.
COUNTY OF Cook)

Subscribed and sworn to before me
this 18 day of February, 2009.
Pamela K. Hendricksen

OFFICIAL SEAL
PAMELA K HENDRICKSEN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/16/11

Notary Public, Cook County, ~~Wisconsin~~ Illinois
My Commission expires/is: _____

FULL AND COMPLETE LIST OF SUBCONTRACTORS AND MAJOR SUPPLIERS

[Where Asbestos Removal is Required, All Subcontractors And Disposal Sites Must Be Listed]

NAME /ADDRESS/PHONE	Class of Work To Be Performed
None	

Note: This list must be approved by the City and cannot be altered after submission without the written consent of the City. Major suppliers are suppliers furnishing over Five Thousand ($5,000.00) Dollars in materials.

CITY OF KENOSHA
REFERENCE SHEET

1. **Name:** Warren Township Hwy. Dept.
   Contact: Gerald Rudd
   Address: 17801 W. Washington St. Gurnee, IL 60031
   Phone: 847-244-1101 x.105 **Fax:** 847-244-1247

2. **Name:** Waukegan Park District
   Contact: Scott MacLean
   Address: 2000 Belvidere St. Waukegan, IL 60085
   Phone: 847-360-4750 **Fax:** 847-244-7435

3. **Name:** Abbott Laboratories
   Contact: David Spittlemeister
   Address: 200 Abbott Park Rd. Abbott Park, IL 600
   Phone: 847-937-2288 **Fax:** 847-938-5718

4. **Name:** Village of Gurnee
   Contact: Jake Balmes
   Address: 1151 Kilbourne Rd. Gurnee, IL 60031
   Phone: 847-623-7672 **Fax:** 847-623-7699

thecareoftrees.
Our business is people and their love for trees

The Care of Trees
275c 12th St
Wheeling, IL 60090

Tel 847.459.8400
Fax 847.459.7469
www.thecareoftrees.com

February 18, 2009

Ms. Carol L. Stancato, Director of Finance
City of Kenosha
Room 208
625 52nd St.
Kenosha, WI 53140-3480

Re: Tree Pruning Proposal No.02-09

To Whom it May Concern:

To the best of its knowledge, The Care of Trees complies with all applicable federal, state and local laws.

As this is a publicly funded project, prevailing wage laws, both Federal and/or state may apply depending upon the nature and scope of the work completed. As this is a tree maintenance contract and no construction is involved, construction wage scales may not be applicable.

Our firm pays a rate of pay to its employees that is prevailing or above for the arboricultural profession. Our bid was predicated upon these current rates. Should we need to follow prevailing wages, the contract will have to be adjusted to reflect any actual additional costs.

Please also be advised that our employees working on tree pruning should we be awarded the contract, has successfully passed the Electrical Hazards Awareness Program run by the Tree Care Industry Association (TCIA).

Sincerely,

Kathleen S. Hendricksen

Kathleen S. Hendricksen
Vice President