

EXHIBIT A: DOCUMENT 1

March 25, 2013

CITY OF MILWAUKEE-DEPARTMENT OF PUBLIC WORKS (DPW)

REQUEST FOR PROPOSALS

PROJECT OVERVIEW

Emergency Board Up Project 2013/2014

Beginning mid 2013, a pilot program will be implemented to utilize Community Based Organizations (CBOs) and/or CBO/for-profit partnerships to provide board up services at scattered sites throughout the City. These entities will be deployed during normal business hours only (8am to 5pm). City of Milwaukee staff will continue to provide after hours board up services during this pilot program.

Project to mid 2013 and will continue one year from the contract execution date. Two 1 year extensions will be possible upon mutual agreement of the parties.

Community Based Organizations

Community Based Organizations (CBOs) could participate in the pilot. CBOs that have their own staff that possess the knowledge, skills and the required tools and equipment may be eligible to bid. The CBO would have to demonstrate/document the successful completion of this type of work (or work of a similar nature). The CBO should have the ability to purchase and operate, prior to contract execution, all of the tools and equipment required to perform the required tasks (typically basic power/hand tools). The CBO will be required to meet the City's insurance and bonding requirements. All staff utilized on this project will have to be compliant with Resident Participation Program (RPP) guidelines.

CBO/Private for-profit partnerships

CBO/Private for-profit businesses could partner and participate in the pilot. These partnerships could take advantage of economies of scale for the purpose of processing payroll, meeting insurance and bonding requirements and combining smaller entities into collaborations that are able to compete for this work.

These partnerships must demonstrate/document the successful completion of this type of work (or work of a similar nature). The length of the experience will be a factor in weighting the bid. The partnership should have the ability to purchase, prior to contract execution, all of the tools and equipment required to perform the required tasks. The partnership will be required to meet the City's insurance and bonding requirements. The business should have experience in payroll processing and be current on all relevant taxes and withholdings.

Employees

All non management employees of the service provider(s) shall be unemployed/underemployed residents (using the definitions used in s. 309-41-1 of the Code of Ordinances).

NOTE 1: Proposals that cover limited areas of the City may be permitted. The department will reserve the right to assign bidders to locations that will provide adequate coverage, if necessary. Performance will be monitored and reports issued every six months during the contract period.

NOTE 2: The CBO only model of providing these services will be the first priority. The CBO/for-profit model will only be used if there is not sufficient CBO capacity to provide the required services.

EXHIBIT A: DOCUMENT 2

March 25, 2013

CITY OF MILWAUKEE-DEPARTMENT OF PUBLIC WORKS (DPW) REQUEST FOR PROPOSALS PROJECT OVERVIEW

Trash and Debris Removal Project 2013/2014

Beginning mid 2013, a pilot program will be implemented to utilize Community Based Organizations (CBOs) and/or CBO/for-profit partnerships to provide bulky trash and debris removal at scattered sites throughout the City.

Project to start mid 2013 and will continue one year from the contract execution date. Two 1 year extensions will be possible upon mutual agreement of the parties.

Community Based Organizations

Community Based Organizations (CBOs) could participate in the pilot. CBOs that have their own staff that possess the knowledge, skills and the required tools and equipment may be eligible to bid. The CBO would have to demonstrate/document the successful completion of this type of work (or work of a similar nature). The CBO should have the ability to purchase prior to contract execution all of the tools and equipment required to perform the required tasks (typically a pick up truck and hand tools). The CBO will be required to meet the City's insurance and bonding requirements. Employees performing this work will be required to have a valid driver's license, follow a map, work outdoors in all weather conditions and be able to lift up to 50lbs. All new hires will have to be compliant with Resident Participation Program (RPP) guidelines.

CBO/Private for-profit partnerships

CBO/Private for-profit businesses could partner and participate in the pilot. These partnerships could take advantage of economies of scale for the purpose of processing payroll, meeting insurance and bonding requirements and combining smaller entities into collaborations that are able to compete for this work.

These partnerships must demonstrate/document the successful completion of this type of work (or work of a similar nature). The length of the experience will be a factor in weighting the bid. The partnership should possess (or have the ability to purchase, prior to contract execution) all of the tools and equipment required to perform the required tasks (typically a pick up truck and hand tools). The partnership will be required to meet the City's insurance and bonding requirements. The business should have experience in payroll processing and be current on all relevant taxes and withholdings. Employees performing this work will be required to have a valid driver's license, follow a map, work outdoors in all weather conditions and be able to lift up to 50lbs.

Employees

All non-management employees of the service provider(s) shall be unemployed/underemployed residents (using the definitions used in s. 309-41-1 of the Code of Ordinances).

NOTE 1: Proposals that cover limited areas of the City may be permitted. The department will reserve the right to assign bidders to locations that will provide adequate coverage, if necessary. Performance will be monitored and reports issued every six months during the contract period. Contracts awarded to entities in this pilot program shall not diminish or interfere with any existing contract with any entity providing similar services.

NOTE 2: The CBO only model of providing these services will be the first priority. The CBO/for-profit model will only be used if there is not sufficient CBO capacity to provide the required services.

City of Milwaukee
Request for Proposals
Residential Abatement and Vacant Lot Clean Up
Standards and Proposal Specifications

1.0.0 **SCOPE OF WORK:**

ALL BIDDERS MUST ATTEND A MANDATORY PREPROPOSAL WORKSHOP TO REVIEW PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS FOR PROPOSAL ACCEPTANCE

- 1.1.0 The work shall include, but not be limited to, the furnishing of all labor, materials, supervision, equipment and services as may be necessary or requested to perform abatement referrals for clean ups of Residential Parcels and/or Vacant Parcels owned by Private Parties or the City(or Redevelopment Authority). Hereinafter referred to as "Privately Owned" or "City Owned." The term of this contract shall be for twelve (12) months with three (2) one (1) year extensions permitted by mutual agreement between the City of Milwaukee and the CONTRACTOR.
- 1.1.1 A CONTRACTOR may be assigned the entire City or areas of the City may be divided among contractors in order to meet the needs of the City.
- 1.1.2 The work shall consist of: the cleaning and removal of debris from Privately Owned or City Owned lots and also includes the reporting of nuisance or hazardous conditions (i.e., falling or structurally compromised buildings, dead animals and potential safety hazards, etc.). The CONTRACTOR shall also bring to the attention of the Contract Administrator any other issue that may require action.
- 1.1.3 The worksite shall be left free of debris of any kind related to the work being performed by the contractor within 72 hours of the time of the assignment regardless of the amount of debris present on the site.

2.0.0 **LOCATION OF WORK:**

- 2.1.0 All work to be performed within the corporate limits of the CITY as divided into the areas as shown on the map.

2.1.1 The City may be divided into three or more areas for the purpose of assigning service areas. Copies of the maps so divided will be provided to the successful bidders, hereinafter referred to as "CONTRACTOR".

3.0.0 **WORK TO BE DONE:**

3.1.0 **Work Requirements:**

3.1.1 **Debris Removal:**

The CONTRACTOR shall clean all parcels within seventy-two (72) hours. Pictures shall be taken before and after clean up. All depicted debris shall be removal as well as any debris not visible in the pictures. Any addition or elimination of work orders shall be at the sole discretion of the Contract Administrator or his designee. All lots shall be cleaned of debris including but not limited to; paper, glass, brush, building materials, tires, etc. All cleaning shall be the responsibility of the CONTRACTOR'S workforce or its subcontractors. All bags or other collection material shall be removed from the property by the end of the work day. Failure to clean the lot properly shall result in a stop work order until the situation is remedied. A \$150 fee will be assessed for each instance where a lot is not cleaned as specified or if the CONTRACTOR disposes of collected materials in an improper manner (i.e. City or privately owned container/dumpster).

3.2.0 **Equipment Requirements:**

3.2.1 CONTRACTOR shall provide the City with a telephone number that shall be staffed during City business hours - 6:00am to 5:00pm. In addition, CONTRACTOR MUST maintain a working **Facsimile machine**. All telephones are to be staffed by CONTRACTOR'S employees. CONTRACTOR shall respond to all contacts by City Personnel within twenty four (1) hour after contact to CONTRACTOR. Difficulty contacting the CONTRACTOR may result in termination of the contract.

CONTRACTOR must consistently demonstrate to the satisfaction of the DEPARTMENT that he/she has sufficient equipment and personnel available to complete the required work within the specified time frame after being called upon to provide board up service.

3.2.2 Equipment on hand, or to be purchased/leased upon award of contract, and committed for use in this contract must be declared by the CONTRACTOR on Equipment Inventory. False or misleading information regarding equipment availability or intent shall result in bid withdrawal and permanent disqualification from future bid solicitations. Proof of declared equipment committed for each bid area must be provided to the City before Notice To Proceed is granted. All declared equipment is subject to verification at any time during the contract period.

3.2.3 **Vehicles:**

A minimum of four pick-up trucks or their equivalent will be required to service the entire City. If the work is divided and awarded to more than one single entity the number of vehicles will then be determined. Each vehicle must be fully insured and the insurance policy must include an indemnity clause holding the City harmless for any/all loss or damage caused by their operation.

3.2.4 **Hand Tools:**

All Contractors must have the tools and accessories needed to collect and dispose of debris collected from various parcels. That equipment shall include, but is not limited to; rakes, shovels, trash receptacles, bags, etc.

3.2.5 All CONTRACTOR employees or personnel working under the direction of the CONTRACTOR in the execution of this contract must be fully clothed and wear all safety apparel or equipment as required by federal, state and local laws and regulations.

3.3.0 **Starting Work:**

3.3.1 The DEPARTMENT will initiate a "Notice to Proceed" to the CONTRACTOR when board up work is to be performed. The approximate start date is January 1st of each year. CONTRACTOR is required to have the designated minimum pieces of equipment/tools ready and available for use each year.

4.0.0 **BIDS:**

ALL BIDDERS MUST ATTEND A MANDATORY PREBID WORKSHOP TO REVIEW BID PREPARATION AND SUBMISSION REQUIREMENTS FOR BID ACCEPTANCE.

City of Milwaukee

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Prebid workshops will be held in the Municipal Building Room 501 Conference Room located at:
841 N. Broadway
Milwaukee WI 53202

October 31, 2012: 10:00 AM – 11:00 AM

November 1, 2012: 1:00 PM – 2:00 PM

4.1.0 **Basis of Bids:**

4.1.1 **Debris Removal:**

The CONTRACTOR shall base their bid on labor, equipment, time and material relative to clean a vacant parcel or a parcel with a structure upon it. Bids may include a price per cubic yd of debris removed. Debris shall come in various types and amounts (i.e., tires, building materials, concrete, waste paper, etc.). The CONTRACTOR shall receive a \$25 trip charge for each parcel serviced. The \$25 trip charge should not be part of the bid.

4.2.0 **Acceptance or Rejection of Bids:**

4.2.1. The contract shall be awarded to the lowest responsible bidder whose bid complies with the proposal specifications (to include but is not limited to the experience requirements). The Commissioner reserves the right to reject all bids if it appears that the lowest bid for the work to be let is unreasonably high. The Commissioner further reserves the right to reject the bid of any bidder who is, in the judgment of said Commissioner, incompetent or otherwise unreliable for the performance of the work bid or who shall previously have willfully or negligently failed to complete any work or contract entered into with the City or any officer or department thereof or who shall have willfully or negligently failed to enter into a contract with satisfactory Surety for any work that shall have been previously awarded by said Commissioner. The Commissioner further reserves the right to disregard and reject any and all bids. .

4.2.2 If the contract is to be awarded, the Commissioner shall give the successful bidder a Notice of Award within forty-five days after the day of the bid opening.

4.2.3. The CONTRACTOR shall submit with the executed contract, the required performance and payment bonds and proof of required insurance coverage within ten (10) days after contract award notification.

4.3.0 **Modification and Withdrawal of Bids:**

Bidders are expected to examine the invitation to bid, drawings, maps, specifications and all instructions pertaining to services described herein. A bidder may withdraw a bid because of error, omission or mistake at any time before the opening of the bids. In such case, the bid shall be returned unopened, and the bidder shall not be entitled to bid on the contract unless it is readvertised and re-let.

After bid opening, a bidder may only withdraw or correct a bid if the bidder meets the requirements of 66.29(5), State Statutes.

4.4.0 **Late Bids:**

Bidders are cautioned to allow ample time for transmittal of the Bid by mail hand delivery, courier, or otherwise by the bid deadline to Frank P. Zeidler Municipal Building, 841 N. Broadway, Room 506, Milwaukee, Wisconsin 53202 . Fax bids are NOT permitted. Bids received after the due date and time will be rejected.

4.5.0 **Certification of Eligibility for Federal Funds:**

The bidder and any of their SubCONTRACTORS must not have any outstanding Federal, State, County, City or other taxes and are therefore considered to be eligible to receive Federal Funds.

4.6.0 **Contract Administrator:**

Whenever used herein and for purpose of administering any contract resulting from this Invitation to Bid, the Contract Administrator shall be:

Dan Thomas, Personnel and Compliance Manager, Department of Public Works-
Administrative Services Division
841 N. Broadway
Milwaukee, WI 53204
(414) 286-3307

4.7.0 **Site Inspection:**

Submission of a bid on this project shall imply that the Bidder has examined the sites of work upon which he is bidding and is aware of any existing and probable conditions under which he will be obligated to perform the work. Therefore, no

extra charges will be allowed for failure of any Bidder to have examined the sites. Bidders who wish to be shown representative work within the work area may do so by contacting the Contract Administrator.

4.8.0 Bid Form (Attachment "A"):

CONTRACTOR shall complete and submit, Bid Form Attachment "A" for each bid area. CONTRACTOR must submit a price per opening for residential properties and a square foot for commercial properties. .

4.9.0 Bid Form Attachment "A-1", Inventory of Equipment:

CONTRACTOR shall complete and submit, Attachment "A-1" inventory of declared equipment for each bid area. This document shall list the quantity, make, year, and type of equipment that is committed for continuous use during the term of this contract.

4.10 Contractor's Bid Submittal Checklist (Important):

In addition to submitting a signed first page of the Invitation to Bid and the Binding Signature Page, CONTRACTORS are required to sign and complete all the following documents and to submit them with their bid in order to be considered for award.

- Affidavit of Non Collusion
- Bid Form (Attachment "A") for each area bid
- Bid Form (Attachment "A-1") for each area bid
- Certification of Eligibility for Federal Funds (**CONTRACTOR must submit this documentation on company letterhead**)
- Bid Security

NOTE: FAILURE TO SUBMIT ANY ONE OF THE DOCUMENTS LISTED ABOVE WILL RESULT IN BID REJECTION.

5.0.0 DAMAGE:

5.1.0 The CONTRACTOR shall be held liable for any and all property damage and/or injury or harm to persons resulting from work that is performed under this contract.

5.2.0 Replacement of Damaged Plantings and Other Property:

The CONTRACTOR shall be responsible for the replacement of any plantings or other property, whether privately or publicly owned, that may be damaged due to improper or careless performance of designated activities. In such case, the Contract Administrator shall specify when replacement is to be made.

6.0.0 **LIABILITY AND INSURANCE REQUIREMENTS:**

6.1.0 **Protection Against Liability:**

CONTRACTOR covenants and agrees that CONTRACTOR shall save and indemnify and keep harmless the City against all liability, judgments, costs, and expenses, which may in any way come against the City in consequence of the granting of the contract, or which in anyway results from the carelessness or neglect of the CONTRACTOR or the agents, employees, or workers of the CONTRACTOR or SubCONTRACTORS in any respect whatever, and in every such case where judgment is recovered against the City by reason of the carelessness or negligence of the CONTRACTOR or the CONTRACTOR's agents, employees or workers, or SubCONTRACTORS, such judgments shall be conclusive against the CONTRACTOR, not only as to the amount of damages, but as to CONTRACTOR's liability to the City.

- 6.2.0 The CONTRACTOR shall be responsible for and shall save the City harmless from, and defend the City against all liability for damages occasioned by mowing and snow and ice removal operations, or which may result therefrom or which may result in any way from the negligence or carelessness of the CONTRACTOR, the CONTRACTOR's agents, employees, workers, by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work, and they shall indemnify the City for and save it harmless from all claims and liabilities, actions, causes of action, and liens for materials furnished or labor performed in the construction or execution of the work and from all costs, charges, and expenses incurred in defending such suits or actions and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges, and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment or plant or any process, device or combination of devices used in the execution of the work.

Each Prime CONTRACTOR must furnish to the City of Milwaukee, prior to the start of work, certificates of insurance which confirm that the Prime CONTRACTOR has the types and amounts of insurance referenced in Sections (a) through (d). The Prime CONTRACTOR shall require all of its

subCONTRACTORs to carry the same types and amounts of coverage as required of the Prime or may instead provide the coverage for any or all subCONTRACTORs. The Prime CONTRACTOR is fully responsible for assuring subCONTRACTOR compliance with all the insurance requirements specified herein.

a) Workers' Compensation And Employers' Liability

Coverage Amounts

Workers' Compensation		Statutory
Employers' Liability		
Bodily Injury By Accident	Each Accident	\$100,000
Bodily Injury By Disease	Each Employee	\$100,000
Bodily Injury By Disease	Policy Limit	\$500,000

To Include

Other State's Coverage

b) Commercial General Liability

Limits Of Liability

Bodily Injury/Property	Each Occurrence	\$1,000,000
Damage	General Aggregate	\$1,000,000
	Products/Completed	
	Operations Aggregate	\$1,000,000
Personal Injury	Aggregate	\$1,000,000

To Include

Occurrence Form

Premises/Operations Coverage

Products/Completed Operations Coverage Including Extension Of

Coverage For Two (2) Years

After Acceptance Of Work By The City

Contractual Liability For Risks Assumed In This Agreement

c) Automobile Liability

Limits of Liability

Bodily Injury/Property Damage	Each Accident	\$1,000,000
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To Include

Coverage On All Owned, Non-owned, And Hired Vehicles

d) Umbrella Liability

Limits Of Liability

Personal Injury/Property	Each Occurrence	\$2,000,000
Damage	Aggregate	\$2,000,000

To Include

Occurrence Form

First Dollar Defense Coverage

Insuring Agreement Which Will Provide Excessive Protection To The
Primary Coverage (Exclusive Of Professional Liability)

e) Professional Liability

Limits Of Liability

Wrongful Act	Per Incident	\$1,000,000
	Aggregate	\$1,000,000

To Include

Insuring Agreement To Cover Errors And Omissions Including Loss,
Costs And Expenses, Which Result From The Operations Of The Service
Provider. If Insuring Agreement Is Claims Made, The Coverage Must Be
Continued For The Duration Of The Contract Or For A Period Of Time
After The Contract Completion Date As Required By The City.

Notice: All policies shall provide not less than ten (10) days notice of
material change, termination or cancellation shall be given by
registered mail to the City of Milwaukee, Department of Public
Works;

Attention: Ghassan A. Korban, Commissioner
841 N Broadway, Room 501
Milwaukee, WI 53202

and the City Attorney's Office,

City Hall, Room 800
200 East Wells Street
Milwaukee, WI 53202

7.0.0 **PERFORMANCE:**

7.1.0 The CONTRACTOR shall provide the DEPARTMENT within seven (7) calendar days after completion of a Parcel Cleaning assignment documentation that services were completed as required by the Contract and Specifications; such documentation will contain the date the services were completed in the respective contract area. The documentation shall include before and after photographs that clearly display that the debris has been removed. Dates shall be clearly depicted in the photographs. Any fraudulent submission of documentation shall result in a determination of breach of contract and no further payments shall be made on any parcels that are a part of a fraudulent submission. The CONTRACTOR shall also be prohibited from bidding on other City work.

8.0.0 **INSPECTION:**

8.1.0 All work shall be subject to inspection, examination, or test by the CITY, and/or the DEPARTMENT at any and all times during or after the performance of said service and at any and all places where such service is or has been performed. The DEPARTMENT shall have the right to reject defective or otherwise unsatisfactory service and require its correction. Rejected services shall be corrected in a timely manner and to the satisfaction of and without charge to the DEPARTMENT or CITY.

8.2.0 Notice of unsatisfactory work shall be provided in writing.

9.0.0 **LIQUIDATED DAMAGES:**

9.1.0 **Work Not Performed:**

9.1.1 In the event the CONTRACTOR fails to execute the work with such diligence as to insure its completion in accordance with the Work Requirements, the DEPARTMENT may procure the services of another CONTRACTOR (SECONDARY) to complete the work. The CONTRACTOR and his/her sureties shall be financially liable for Work Not Performed, including the difference between the CONTRACTOR'S bid price and the SECONDARY CONTRACTOR'S bid price, plus a \$250.00 administrative fee for each

occurrence. Differential costs paid to the SECONDAR CONTRACTOR for Work Not Performed, plus administrative fees, shall be deducted from the CONTRACTOR'S outstanding invoices or otherwise invoiced. If after reassignment of work the CONTRACTOR continues to demonstrate his inability to perform the work in accordance with the Work Requirements, the CONTRACTOR will be considered in DEFAULT in accordance with 2.4.18 DPW General Specifications and the contract will be terminated.

9.2.0 **Non-Timely Performance:**

9.2.1 **Debris Removal:**

Any work not completed within **seventy-two (72) hours** after the call is made shall be subject to reassignment to a SECONDARY CONTRACTOR. The CONTRACTOR and his/her sureties shall be financially liable to pay any difference between CONTRACTOR's bid price and the reassigned CONTRACTOR's bid price.

10.0.0 **TERM OF CONTRACT:**

10.1.0 The term of this contract shall be from January 1, 2013 to December 31, 2013 with three (2) one (1) year extensions permitted by mutual agreement between the City of Milwaukee and the CONTRACTOR. The contract shall be subject to termination for any violations of the contract specifications.

11.0.0 **CANCELLATION:**

11.1.0 If after an award is made and Notice to Proceed issued, the CONTRACTOR refuses to do the work or fails to fully initiate the work according to the specifications, the contract will be subject to cancellation. Upon such cancellation, the CONTRACTOR and CONTRACTOR'S sureties shall be liable for all Liquidated Damages and shall pay to the CITY a sum amounting to the administrative cost of procuring another CONTRACTOR and any and all such costs above and beyond those specified in the contract.

12.0.0 **CHANGES IN WORK:**

12.1.1 Except for the purpose of affording protection against any emergency endangering life or property, the CONTRACTOR shall make no change in the specified work without a written notice from the DEPARTMENT or CITY authorizing the change.

13.0.0 **AWARD OF CONTRACT:**

13.1.0 **Bonding:**

13.1.1 **Bid Security:**

Bid security required is Five Hundred Dollars (\$500.00) for each area bid, unless otherwise stated in the Official Notice and Invitation to Bid. The required security must be in the form of a certified or bank cashier's check made payable to Commissioner, or when indicated in said Notice or Invitation to Bid, a bid bond issued by a Surety licensed to conduct business in the State of Wisconsin and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The bid bond must be accompanied by a copy of the power of attorney for the agent or attorney-in-fact signing the bid bond. The bid security of the successful bidder shall be retained until the bidder has executed the Agreement and furnished the required contract security, whereupon it will be returned. Upon failure to execute and deliver the contract and furnish the required contract security within ten days of Notice of Award, the Commissioner may annul the Award and the bid security of that bidder shall be forfeited and the City reserves the right to pursue any available remedies against the bidder. The bid security of all except the two lowest bidders shall be returned after the opening of bids. The balance of the bid deposits, except that of the lowest responsible bidder, will be returned after the Commissioner has made an award to the lowest responsible bidder.

13.1.2 **Performance Bond/Payment Bond:**

The successful bidder shall submit to the Commissioner, prior to or at the time of execution of the contract, a performance bond and a payment bond in an amount equal to \$10,000. All bonds must be executed by a surety company authorized to do business in the State of Wisconsin and must be accompanied by a Power-of-Attorney for the Attorney-in-Fact. The performance bond and the payment bond must be submitted as separate instruments. The performance bond shall also cover all work required under the provisions of the contract.

13.2.0 **Non-Appropriation:**

City shall be bound, hereunder, only to the extent that funds shall have been appropriated and budgeted or are otherwise available for the purpose of this contract. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal

City of Milwaukee

March 25, 2013

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period for payments due under this contract, then City shall immediately notify the successful Bidder of such occurrence and this contract shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever.

14.0.0 MINIMUM WAGES

14.1.0 The CONTRACTOR shall comply with all applicable provisions of Federal and Wisconsin laws pertaining to payment of living wages.

15.0.0 INVOICING:

15.1.0 The DEPARTMENT will authorize payment, subject to the terms and conditions of the contract, upon receipt of an invoice from the CONTRACTOR.

15.2.0 **Board Up Service** : The CONTRACTOR shall submit invoices within seven (7) calendar days following the completion of a board up service. Invoices must include documentation that services were completed as required by the Contract and Specifications and the date(s) the services were completed in the respective contract area.

15.3.0 Final payment is predicated upon a service performed as deemed acceptable by the DEPARTMENT.

15.5.0 All payments will be made on work ordered by the "Notice to Proceed", and/or "Change Orders" completed by the CONTRACTOR and accepted by the DEPARTMENT. It is the City's policy to pay all invoices within 30 days. If the City does not make payment within 45 days after receipt of properly completed supporting payment and other required contract documentation, the City shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45th day of receipt, notice of the dispute is sent to the contractor by first-class mail, personally delivered, or sent in accordance with the notice provisions in the contract). If there are subcontractors, consistent with s.66.0135(3), Wis. Stats., the prime contractor must pay the subcontractors for satisfactory work within seven days of the contractor's receipt of payment from the City of Milwaukee, or seven days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the contractor fails to make timely payment to a subcontractor, the contractor shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8th calendar day. Reference Common Council File No. 101137 adopted January 2011.

15.6.0 Invoices shall be subject to adjustment for **Work Not Performed, Non-Timely Performance, and Damages**, if any, for which CONTRACTOR is liable, whether actual or projected. The DEPARTMENT shall retain adjustments for projected damaged until such time as the actual cost of the adjustment can be determined.

16.0.0 **PERMITS:**

16.1.0 The CONTRACTOR assumes all responsibility for obtaining and paying for any certificates, permits, or any and all other documents required by municipal, state, or federal authorities for the work to be performed.

17.0.0 **VEHICLE/EQUIPMENT RESPONSIBILITY:**

17.1.0 The CONTRACTOR assumes all responsibility in observing all municipal, state, and federal laws and regulations applicable to the safe operation of their vehicles and equipment used in the performance of the service described herein.

18.0.0 **GENERAL CONDITIONS:**

18.1.0 **Contractual Disputes:**

If the CONTRACTOR has a claim against the CITY, whether for money or other relief, the CONTRACTOR shall give written notice of intent to file a claim within 48 hours of the occurrence on which the claim is based, or the claim shall be deemed irrevocably waived. Even though a claim is intended, the CONTRACTOR shall submit an invoice for final payment within seven calendar days after completion and acceptance of the work. Pendency of claims shall not delay payment of amounts agreed due in the final payment. After reviewing the facts and circumstances of the dispute, the Contract Administrator shall make a decision regarding the resolution of claims. Under no circumstances may the CONTRACTOR suspend, delay, or terminate performance pending resolution of or any action upon any claim. Rather, the CONTRACTOR shall have an affirmative and on-going obligation to diligently execute and complete all work in a timely manner pending resolution of any dispute with the CITY.

19.2.0 **Inclement Weather/Holidays:**

19.2.1 It is the expectation of the Department that services shall be provided when requested regardless of the weather.

19.2.2 The CONTRACTOR assumes all risk of loss or additional costs caused by or in any way relating to weather. There shall be no time extensions granted due to holidays or inclement weather for any reason.

19.4.0 **Company Personnel Standards and Resource Commitment:**

19.4.1 Only qualified personnel shall supervise and perform services in this contract. If in the CITY'S sole discretion any of the CONTRACTOR'S personnel are not performing satisfactorily in the delivery of services to be furnished hereunder, the CONTRACTOR shall, upon notice from the CITY, remove any such personnel and replace them with satisfactory personnel. Furthermore, the Contract Administrator may require replacement of CONTRACTOR'S supervisory personnel on site upon written determination that such supervisor is substantially frustrating the progress or completion of the work or any other contract obligation. **There shall be at least one employee on each crew that speaks fluent English.**

19.4.2 The CONTRACTOR shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general public as well as any activity to be construed as a nuisance. The CITY retains the right to require the CONTRACTOR to halt all work activities until such conditions are resolved. CONTRACTOR'S failure to resolve any and all conflicts to the satisfaction of the Contract Administrator shall be considered a breach of contract, and subject to termination.

EXHIBIT A: DOCUMENT 4

March 25, 2013

CITY OF MILWAUKEE-DEPARTMENT OF PUBLIC WORKS

EMERGENCY BOARD UPS

REQUEST FOR PROPOSALS

The following information is being provided to interested parties. The below listed information will be used to evaluate all proposals. The Department of Public Works (DPW) staff will evaluate all proposals using these criteria. Provide a complete and comprehensive response to each element. Incomplete responses or missing information will result in lower scores.

The DPW reserves that right to reject all proposals.

1. Program Design 25 Points

- a). How will you staff the program?
- b). What are the minimum/maximum crew sizes?
- c). What are the experience requirements for employees working on crews?
- d). What training will be provided? Who will provide it?

2. Outreach 10 Points

- a). What will your agency's outreach efforts consist of? Describe what methods will be used to inform eligible persons of your program/project?
- b). What agencies will be used to certify employees as Resident Participation Program (RPP) eligible?

3. Support Services 10 Points

- a). What support services will be provided(i.e., GED prep, financial literacy, Driver's License restoration, etc.)?

4. Experience 25 Points

- a). Describe your experience providing similar services.
- b). Describe in detail how your past project/services were provided.
- c). Provide specific examples of past accomplishments including time, material and labor cost data.
- d). Provide reference information, including principal contact information (ex. Name, address and contact information of clients served).

5. Budget 20 Points

- a). Please provide a breakdown of your agency's budget for this project. Include all wages to be paid and detailed overhead expenses.

6. Vehicles and Tools 10 Points

- a). Include information regarding vehicles to be used. Whether they are owned/leased or are to be purchased. If they will be purchased include funding source.
- b). Include information regarding tools to be used. Whether they are owned/leased or are to be purchased. If they will be purchased include funding source.

7. Collaboration Not Weighted

- a). Indicate if your agency will be collaborating with any for profit organization. Please provide details of the relationship. Provide any documentation that outlines roles, responsibilities and liabilities of each party.

CORPORATE DOCUMENTATION to be included with the application(Only for groups not currently under contract with the City or for groups currently funded who are submitting changes/updates to corporate documents).

Submit one copy of the following documents:

1. Articles of Incorporation
2. Corporate By-Laws
3. A roster of the Board of Directors
4. Corporate Organizational Chart
5. Federal Tax Exemption determination letter

6. State Sales Tax Exemption Status Letter with Tax Exempt number indicated
7. Accounting policies and procedures.

EXHIBIT A: DOCUMENT 5

March 25, 2013

CITY OF MILWAUKEE-DEPARTMENT OF PUBLIC WORKS RESIDENTIAL ABATEMENT AND VACANT LOT CLEAN UP REQUEST FOR PROPOSALS

The following information is being provided to interested parties. The below listed information will be used to evaluate all proposals. The Department of Public Works (DPW) staff will evaluate all proposals using these criteria. Provide a complete and comprehensive response to each element. Incomplete responses or missing information will result in lower scores.

The DPW reserves that right to reject all proposals.

1. Program Design 25 Points

- a). How will you staff the program?
- b). What are the minimum/maximum crew sizes?
- c). What are the experience requirements for employees working on crews?
- d). What training will be provided? Who will provide it?

2. Outreach 10 Points

- a). What will your agency's outreach efforts consist of? Describe what methods will be used to inform eligible persons of your program/project?
- b). What agencies will be used to certify employees as Resident Participation Program (RPP) eligible?

3. Support Services 10 Points

- a). What support services will be provided(i.e., GED prep, financial literacy, Driver's License restoration, etc.)?

4. Experience 25 Points

- a). Describe your experience providing similar services.
- b). Describe in detail how your past project/services were provided.

c). Provide specific examples of past accomplishments including time, material and labor cost data.

d). Provide reference information, including principal contact information (ex. Name, address and contact information of clients served).

5. Budget

20 Points

a). Please provide a breakdown of your agency's budget for this project. Include all wages to be paid and detailed overhead expenses.

6. Vehicles and Tools

10 Points

a). Include information regarding vehicles to be used. Whether they are owned/leased or are to be purchased. If they will be purchased include funding source.

b). Include information regarding tools to be used. Whether they are owned/leased or are to be purchased. If they will be purchased include funding source.

7. Collaboration

Not Weighted

a). Indicate if your agency will be collaborating with any for profit organization. Please provide details of the relationship. Provide any documentation that outlines roles, responsibilities and liabilities of each party.

CORPORATE DOCUMENTATION to be included with the application(Only for groups not currently under contract with the City or for groups currently funded who are submitting changes/updates to corporate documents).

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1. Articles of Incorporation
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6. State Sales Tax Exemption Status Letter with Tax Exempt number indicated
7. Accounting policies and procedures.

City of Milwaukee
Request for Proposals
Emergency Board Ups
Standards and Proposal Specifications

1.0.0 **SCOPE OF WORK:**

**ALL BIDDERS MUST ATTEND A MANDATORY PREPROPOSAL
WORKSHOP TO REVIEW PROPOSAL PREPARATION AND
SUBMISSION REQUIREMENTS FOR PROPOSAL ACCEPTANCE**

- 1.1.0 The work shall include, but not be limited to, the furnishing of all labor, materials, supervision, equipment and services as may be necessary or requested to perform emergency board ups services on public or privately owned commercial or residential property. The term of this contract shall be for twelve (12) months with three (3) one (1) year extensions permitted by mutual agreement between the City of Milwaukee and the CONTRACTOR.
- 1.1.1 A CONTRACTOR may be assigned the entire City or areas of the City may be divided among contractors in order to meet the needs of the City.
- 1.1.2 The work shall consist of: Securing residential or commercial properties as needed to prevent entry by persons or animals of any kind. All unsecure windows or doors shall be made secure by the use of ¾' plywood cut to the size of the opening. The plywood shall be painted in the color green. The color to be approved by the Department of Public Works, hereinafter referred to as "DEPARTMENT". The plywood shall be affixed to each opening using 3" screws in a workman like manner.
- 1.1.3 The worksite shall be left free of debris of any kind related to the work being performed by the contractor(i.e., scrap lumber, screws, broken glass, etc.)

2.0.0 **LOCATION OF WORK:**

- 2.1.0 All work to be performed within the corporate limits of the CITY as divided into the areas as shown on the map.
- 2.1.1 The City may be divided into four or more areas for the purpose of assigning service areas. Copies of the maps so divided will be provided to the successful bidders, hereinafter referred to as "CONTRACTOR".

3.0.0 WORK TO BE DONE:**3.1.0 Work Requirements:****3.1.1 Board Ups:**

The CONTRACTOR shall secure all building openings using ¾" plywood painted green. The plywood shall be cut to size and affixed to the building in a workman like manner. The work site shall be left in a clean hazard free condition. **The clean up, removal and disposal of debris shall be the responsibility of the CONTRACTOR'S work force. A \$150.00 fee will be assessed if the Department must clean the site as it relates to the provision of the services provided/or debris left behind by the contractor.**

3.2.0 Equipment Requirements:

3.2.1 CONTRACTOR shall provide the City with a telephone number that shall be staffed during City business hours - 6:00am to 5:00pm. In addition, CONTRACTOR MUST maintain a working **Facsimile machine**. All telephones are to be staffed by CONTRACTOR'S employees. CONTRACTOR shall respond to all contacts by City Personnel within twenty four (1) hour after contact to CONTRACTOR. Difficulty contacting the CONTRACTOR may result in termination of the contract.

CONTRACTOR must consistently demonstrate to the satisfaction of the DEPARTMENT that he/she has sufficient equipment and personnel available to complete the required work within the specified time frame after being called upon to provide board up service.

3.2.2 Equipment on hand, or to be purchased/leased upon award of contract, and committed for use in this contract must be declared by the CONTRACTOR on Equipment Inventory. False or misleading information regarding equipment availability or intent shall result in bid withdrawal and permanent disqualification from future bid solicitations. Proof of declared equipment committed for each bid area must be provided to the City before Notice To Proceed is granted. All declared equipment is subject to verification at any time during the contract period.

3.2.3 Vehicles:

A minimum of four pick-up trucks or their equivalent will be required to service the entire City. If the work is divided and awarded to more than one single entity

the number of vehicles will then be determined. Each vehicle must be fully insured and the insurance policy must include an indemnity clause holding the City harmless for any/all loss or damage caused by their operation.

3.2.4 **Hand Tools:**

All Contractors must have the tools and accessories needed to cut, paint and affix plywood to building openings. That equipment shall include, but is not limited to; generators, ladders, saws, saw horses, drills, screws, rakes, trash receptacles, bags, etc.

3.2.5 All CONTRACTOR employees or personnel working under the direction of the CONTRACTOR in the execution of this contract must be fully clothed and wear all safety apparel or equipment as required by federal, state and local laws and regulations.

3.3.0 **Starting Work:**

3.3.1 The DEPARTMENT will initiate a "Notice to Proceed" to the CONTRACTOR when board up work is to be performed. The approximate start date is January 1st of each year. CONTRACTOR is required to have the designated minimum pieces of equipment/tools ready and available for use each year.

4.0.0 **BIDS:**

ALL BIDDERS MUST ATTEND A MANDATORY PREBID WORKSHOP TO REVIEW BID PREPARATION AND SUBMISSION REQUIREMENTS FOR BID ACCEPTANCE.

Prebid workshops will be held in the Municipal Building Room 501 Conference Room located at:

841 N. Broadway
Milwaukee WI 53202

October 31, 2012: 10:00 AM – 11:00 AM

November 1, 2012: 1:00 PM – 2:00 PM

4.1.0 **Basis of Bids:**

4.1.1 **Board Up:**

The CONTRACTOR shall base their bid on labor, equipment, time and material relative to a building opening. An opening is defined as a window or a door. For commercial buildings a price per sq. ft. shall be provided.

4.2.0 Acceptance or Rejection of Bids:

- 4.2.1. The contract shall be awarded to the lowest responsible bidder whose bid complies with the proposal specifications(to include but is not limited to the experience requirements). The Commissioner reserves the right to reject all bids if it appears that the lowest bid for the work to be let is unreasonably high. The Commissioner further reserves the right to reject the bid of any bidder who is, in the judgment of said Commissioner, incompetent or otherwise unreliable for the performance of the work bid or who shall previously have willfully or negligently failed to complete any work or contract entered into with the City or any officer or department thereof or who shall have willfully or negligently failed to enter into a contract with satisfactory Surety for any work that shall have been previously awarded by said Commissioner. The Commissioner further reserves the right to disregard and reject any and all bids. .
- 4.2.2 If the contract is to be awarded, the Commissioner shall give the successful bidder a Notice of Award within forty-five days after the day of the bid opening.
- 4.2.3. The CONTRACTOR shall submit with the executed contract, the required performance and payment bonds and proof of required insurance coverage within ten (10) days after contract award notification.

4.3.0 Modification and Withdrawal of Bids:

Bidders are expected to examine the invitation to bid, drawings, maps, specifications and all instructions pertaining to services described herein. A bidder may withdraw a bid because of error, omission or mistake at any time before the opening of the bids. In such case, the bid shall be returned unopened, and the bidder shall not be entitled to bid on the contract unless it is readvertised and re-let.

After bid opening, a bidder may only withdraw or correct a bid if the bidder meets the requirements of 66.29(5), State Statutes.

4.4.0 Late Bids:

Bidders are cautioned to allow ample time for transmittal of the Bid by mail hand delivery, courier, or otherwise by the bid deadline to Frank P. Zeidler Municipal Building, 841 N. Broadway, Room 506, Milwaukee, Wisconsin 53202 . Fax bids are NOT permitted. Bids received after the due date and time will be rejected.

4.5.0 Certification of Eligibility for Federal Funds:

The bidder and any of their SubCONTRACTORS must not have any outstanding Federal, State, County, City or other taxes and are therefore considered to be eligible to receive Federal Funds.

4.6.0 **Contract Administrator:**

Whenever used herein and for purpose of administering any contract resulting from this Invitation to Bid, the Contract Administrator shall be:

Dan Thomas, Personnel and Compliance Manager, Department of Public Works-
Administrative Services Division
841 N. Broadway
Milwaukee, WI 53204
(414) 286-3307

4.7.0 **Site Inspection:**

Submission of a bid on this project shall imply that the Bidder has examined the sites of work upon which he is bidding and is aware of any existing and probable conditions under which he will be obligated to perform the work. Therefore, no extra charges will be allowed for failure of any Bidder to have examined the sites. Bidders who wish to be shown representative work within the work area may do so by contacting the Contract Administrator.

4.8.0 **Bid Form (Attachment "A"):**

CONTRACTOR shall complete and submit, Bid Form Attachment "A" for each bid area. CONTRACTOR must submit a price per opening for residential properties and a square foot for commercial properties. .

4.9.0 **Bid Form Attachment "A-1", Inventory of Equipment:**

CONTRACTOR shall complete and submit, Attachment "A-1" inventory of declared equipment for each bid area. This document shall list the quantity, make, year, and type of equipment that is committed for continuous use during the term of this contract.

4.10 **Contractor's Bid Submittal Checklist (Important):**

In addition to submitting a signed first page of the Invitation to Bid and the Binding Signature Page, CONTRACTORS are required to sign and complete all the following documents and to submit them with their bid in order to be considered for award.

- Affidavit of Non Collusion
- Bid Form (Attachment "A") for each area bid
- Bid Form (Attachment "A-1") for each area bid
- Certification of Eligibility for Federal Funds (**CONTRACTOR must submit this documentation on company letterhead**)
- Bid Security

NOTE: FAILURE TO SUBMIT ANY ONE OF THE DOCUMENTS LISTED ABOVE WILL RESULT IN BID REJECTION.

5.0.0 DAMAGE:

5.1.0 The CONTRACTOR shall be held liable for any and all property damage and/or injury or harm to persons resulting from work that is performed under this contract.

5.2.0 Replacement of Damaged Plantings and Other Property:

The CONTRACTOR shall be responsible for the replacement of any plantings or other property, whether privately or publicly owned, that may be damaged due to improper or careless performance of designated activities. In such case, the Contract Administrator shall specify when replacement is to be made.

6.0.0 LIABILITY AND INSURANCE REQUIREMENTS:

6.1.0 Protection Against Liability:

CONTRACTOR covenants and agrees that CONTRACTOR shall save and indemnify and keep harmless the City against all liability, judgments, costs, and expenses, which may in any way come against the City in consequence of the granting of the contract, or which in anyway results from the carelessness or neglect of the CONTRACTOR or the agents, employees, or workers of the CONTRACTOR or SubCONTRACTORS in any respect whatever, and in every such case where judgment is recovered against the City by reason of the carelessness or negligence of the CONTRACTOR or the CONTRACTOR's agents, employees or workers, or SubCONTRACTORS, such judgments shall be conclusive against the CONTRACTOR, not only as to the amount of damages, but as to CONTRACTOR's liability to the City.

6.2.0 The CONTRACTOR shall be responsible for and shall save the City harmless from, and defend the City against all liability for damages occasioned by mowing and snow and ice removal operations, or which may result therefrom or which may result in any way from the negligence or carelessness of the CONTRACTOR, the CONTRACTOR's agents, employees, workers, by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles

encountered in the prosecution of the work, and they shall indemnify the City for and save it harmless from all claims and liabilities, actions, causes of action, and liens for materials furnished or labor performed in the construction or execution of the work and from all costs, charges, and expenses incurred in defending such suits or actions and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges, and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment or plant or any process, device or combination of devices used in the execution of the work.

Each Prime CONTRACTOR must furnish to the City of Milwaukee, prior to the start of work, certificates of insurance which confirm that the Prime CONTRACTOR has the types and amounts of insurance referenced in Sections (a) through (d). The Prime CONTRACTOR shall require all of its subCONTRACTORS to carry the same types and amounts of coverage as required of the Prime or may instead provide the coverage for any or all subCONTRACTORS. The Prime CONTRACTOR is fully responsible for assuring subCONTRACTOR compliance with all the insurance requirements specified herein.

a) Workers' Compensation And Employers' Liability

Coverage Amounts

Workers' Compensation		Statutory
Employers' Liability		
Bodily Injury By Accident	Each Accident	\$100,000
Bodily Injury By Disease	Each Employee	\$100,000
Bodily Injury By Disease	Policy Limit	\$500,000

To Include

Other State's Coverage

b) Commercial General Liability

Limits Of Liability

Bodily Injury/Property	Each Occurrence	\$1,000,000
Damage	General Aggregate	\$1,000,000
	Products/Completed	
	Operations Aggregate	\$1,000,000
Personal Injury	Aggregate	\$1,000,000

To Include

Occurrence Form
 Premises/Operations Coverage
 Products/Completed Operations Coverage Including Extension Of
 Coverage For Two (2) Years
 After Acceptance Of Work By The City
 Contractual Liability For Risks Assumed In This Agreement

c) Automobile Liability

Limits of Liability

Bodily Injury/Property Damage	Each Accident	\$1,000,000
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To Include

Coverage On All Owned, Non-owned, And Hired Vehicles

d) Umbrella Liability

Limits Of Liability

Personal Injury/Property Damage	Each Occurrence Aggregate	\$2,000,000 \$2,000,000
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To Include

Occurrence Form

First Dollar Defense Coverage

Insuring Agreement Which Will Provide Excessive Protection To The
 Primary Coverage (Exclusive Of Professional Liability)

e) Professional Liability

Limits Of Liability

Wrongful Act	Per Incident Aggregate	\$1,000,000 \$1,000,000
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To Include

Insuring Agreement To Cover Errors And Omissions Including Loss,
 Costs And Expenses, Which Result From The Operations Of The Service
 Provider. If Insuring Agreement Is Claims Made, The Coverage Must Be
 Continued For The Duration Of The Contract Or For A Period Of Time
 After The Contract Completion Date As Required By The City.

Notice: All policies shall provide not less than ten (10) days notice of material change, termination or cancellation shall be given by registered mail to the City of Milwaukee, Department of Public Works;

Attention: Ghassan A. Korban, Commissioner
841 N Broadway, Room 501
Milwaukee, WI 53202

and the City Attorney's Office,

City Hall, Room 800
200 East Wells Street
Milwaukee, WI 53202

7.0.0 **PERFORMANCE:**

7.1.0 The CONTRACTOR shall provide the DEPARTMENT within seven (7) calendar days after completion of a board up assignment provide documentation that services were completed as required by the Contract and Specifications; such documentation will contain the date the services were completed in the respective contract area.

8.0.0 **INSPECTION:**

8.1.0 All work shall be subject to inspection, examination, or test by the CITY, and/or the DEPARTMENT at any and all times during or after the performance of said service and at any and all places where such service is or has been performed. The DEPARTMENT shall have the right to reject defective or otherwise unsatisfactory service and require its correction. Rejected services shall be corrected in a timely manner and to the satisfaction of and without charge to the DEPARTMENT or CITY.

8.2.0 Notice of unsatisfactory work shall be provided in writing.

9.0.0 **LIQUIDATED DAMAGES:**

9.1.0 **Work Not Performed:**

9.1.1 In the event the CONTRACTOR fails to execute the work with such diligence as to insure its completion in accordance with the Work Requirements, the DEPARTMENT may procure the services of another CONTRACTOR (SECONDARY) to complete the work. The CONTRACTOR and his/her sureties shall be financially liable for Work Not Performed, including the difference

between the CONTRACTOR'S bid price and the SECONDARY CONTRACTOR'S bid price, plus a \$250.00 administrative fee for each occurrence. Differential costs paid to the SECONDARY CONTRACTOR for Work Not Performed, plus administrative fees, shall be deducted from the CONTRACTOR'S outstanding invoices or otherwise invoiced. If after reassignment of work the CONTRACTOR continues to demonstrate his inability to perform the work in accordance with the Work Requirements, the CONTRACTOR will be considered in DEFAULT in accordance with 2.4.18 DPW General Specifications and the contract will be terminated.

9.2.0 **Non-Timely Performance:**

9.2.1 **Board Ups:**

Any work not completed within **two hours** after the call is made shall be subject to reassignment to a SECONDARY CONTRACTOR. The CONTRACTOR and his/her sureties shall be financially liable to pay any difference between CONTRACTOR'S bid price and the reassigned CONTRACTOR'S bid price.

10.0.0 **TERM OF CONTRACT:**

10.1.0 The term of this contract shall be from January 1, 2013 to December 31, 2013 with three (3) one (1) year extensions permitted by mutual agreement between the City of Milwaukee and the CONTRACTOR. The contract shall be subject to termination for any violations of the contract specifications.

11.0.0 **CANCELLATION:**

11.1.0 If after an award is made and Notice to Proceed issued, the CONTRACTOR refuses to do the work or fails to fully initiate the work according to the specifications, the contract will be subject to cancellation. Upon such cancellation, the CONTRACTOR and CONTRACTOR'S sureties shall be liable for all Liquidated Damages and shall pay to the CITY a sum amounting to the administrative cost of procuring another CONTRACTOR and any and all such costs above and beyond those specified in the contract.

12.0.0 **CHANGES IN WORK:**

12.1.1 Except for the purpose of affording protection against any emergency endangering life or property, the CONTRACTOR shall make no change in the specified work without a written notice from the DEPARTMENT or CITY authorizing the change.

13.0.0 **AWARD OF CONTRACT:**

13.1.0 Bonding:**13.1.1 Bid Security:**

Bid security required is Five Hundred Dollars (\$500.00) for each area bid, unless otherwise stated in the Official Notice and Invitation to Bid. The required security must be in the form of a certified or bank cashier's check made payable to Commissioner, or when indicated in said Notice or Invitation to Bid, a bid bond issued by a Surety licensed to conduct business in the State of Wisconsin and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The bid bond must be accompanied by a copy of the power of attorney for the agent or attorney-in-fact signing the bid bond. The bid security of the successful bidder shall be retained until the bidder has executed the Agreement and furnished the required contract security, whereupon it will be returned. Upon failure to execute and deliver the contract and furnish the required contract security within ten days of Notice of Award, the Commissioner may annul the Award and the bid security of that bidder shall be forfeited and the City reserves the right to pursue any available remedies against the bidder. The bid security of all except the two lowest bidders shall be returned after the opening of bids. The balance of the bid deposits, except that of the lowest responsible bidder, will be returned after the Commissioner has made an award to the lowest responsible bidder.

13.1.2 Performance Bond/Payment Bond:

The successful bidder shall submit to the Commissioner, prior to or at the time of execution of the contract, a performance bond and a payment bond in an amount equal to \$10,000. All bonds must be executed by a surety company authorized to do business in the State of Wisconsin and must be accompanied by a Power-of-Attorney for the Attorney-in-Fact. The performance bond and the payment bond must be submitted as separate instruments. The performance bond shall also cover all work required under the provisions of the contract.

13.2.0 Non-Appropriation:

City shall be bound, hereunder, only to the extent that funds shall have been appropriated and budgeted or are otherwise available for the purpose of this contract. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this contract, then City shall immediately notify the successful Bidder of such occurrence and this contract shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever.

14.0.0 MINIMUM WAGES

14.1.0 The CONTRACTOR shall comply with all applicable provisions of Federal and Wisconsin laws pertaining to payment of living wages.

15.0.0 INVOICING:

15.1.0 The DEPARTMENT will authorize payment, subject to the terms and conditions of the contract, upon receipt of an invoice from the CONTRACTOR.

15.2.0 **Board Up Service** : The CONTRACTOR shall submit invoices within seven (7) calendar days following the completion of a board up service. Invoices must include documentation that services were completed as required by the Contract and Specifications and the date(s) the services were completed in the respective contract area.

15.3.0 Final payment is predicated upon a service performed as deemed acceptable by the DEPARTMENT.

15.5.0 All payments will be made on work ordered by the "Notice to Proceed", and/or "Change Orders" completed by the CONTRACTOR and accepted by the DEPARTMENT. It is the City's policy to pay all invoices within 30 days. If the City does not make payment within 45 days after receipt of properly completed supporting payment and other required contract documentation, the City shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45th day of receipt, notice of the dispute is sent to the contractor by first-class mail, personally delivered, or sent in accordance with the notice provisions in the contract). If there are subcontractors, consistent with s.66.0135(3), Wis. Stats., the prime contractor must pay the subcontractors for satisfactory work within seven days of the contractor's receipt of payment from the City of Milwaukee, or seven days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the contractor fails to make timely payment to a subcontractor, the contractor shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8th calendar day. Reference Common Council File No. 101137 adopted January 2011.

15.6.0 Invoices shall be subject to adjustment for **Work Not Performed, Non-Timely Performance, and Damages**, if any, for which CONTRACTOR is liable, whether actual or projected. The DEPARTMENT shall retain adjustments for projected damaged until such time as the actual cost of the adjustment can be determined.

16.0.0 PERMITS:

16.1.0 The CONTRACTOR assumes all responsibility for obtaining and paying for any certificates, permits, or any and all other documents required by municipal, state, or federal authorities for the work to be performed.

17.0.0 **VEHICLE/EQUIPMENT RESPONSIBILITY:**

17.1.0 The CONTRACTOR assumes all responsibility in observing all municipal, state, and federal laws and regulations applicable to the safe operation of their vehicles and equipment used in the performance of the service described herein.

18.0.0 **GENERAL CONDITIONS:**

18.1.0 **Contractual Disputes:**

If the CONTRACTOR has a claim against the CITY, whether for money or other relief, the CONTRACTOR shall give written notice of intent to file a claim within 48 hours of the occurrence on which the claim is based, or the claim shall be deemed irrevocably waived. Even though a claim is intended, the CONTRACTOR shall submit an invoice for final payment within seven calendar days after completion and acceptance of the work. Pendency of claims shall not delay payment of amounts agreed due in the final payment. After reviewing the facts and circumstances of the dispute, the Contract Administrator shall make a decision regarding the resolution of claims. Under no circumstances may the CONTRACTOR suspend, delay, or terminate performance pending resolution of or any action upon any claim. Rather, the CONTRACTOR shall have an affirmative and on-going obligation to diligently execute and complete all work in a timely manner pending resolution of any dispute with the CITY.

19.2.0 **Inclement Weather/Holidays:**

19.2.1 It is the expectation of the Department that services shall be provided when requested regardless of the weather.

19.2.2 The CONTRACTOR assumes all risk of loss or additional costs caused by or in any way relating to weather. There shall be no time extensions granted due to holidays or inclement weather for any reason.

19.4.0 **Company Personnel Standards and Resource Commitment:**

19.4.1 Only qualified personnel shall supervise and perform services in this contract. If in the CITY'S sole discretion any of the CONTRACTOR'S personnel are not performing satisfactorily in the delivery of services to be furnished hereunder, the CONTRACTOR shall, upon notice from the CITY, remove any such personnel and replace them with satisfactory personnel. Furthermore, the Contract Administrator may require replacement of CONTRACTOR'S supervisory

personnel on site upon written determination that such supervisor is substantially frustrating the progress or completion of the work or any other contract obligation. **There shall be at least one employee on each crew that speaks fluent English.**

- 19.4.2 The CONTRACTOR shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general public as well as any activity to be construed as a nuisance. The CITY retains the right to require the CONTRACTOR to halt all work activities until such conditions are resolved. CONTRACTOR'S failure to resolve any and all conflicts to the satisfaction of the Contract Administrator shall be considered a breach of contract, and subject to termination.