

City of Milwaukee
City-Owned Lot Mowing and Sidewalk Snow and Ice Removal
Standards and Bid Specifications

1.0.0 **SCOPE OF WORK:**

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 approximately sixteen (16) mowing cycles per year (season) on vacant and improved lots owned by the City of Milwaukee, hereinafter referred to as "CITY". Work shall also include the removal of all snow and ice from public sidewalks adjoining city-owned lots. The term of this contract shall be for one (1) year, with three (3) one (1) year extensions permitted by mutual agreement between the City of Milwaukee and the CONTRACTOR. The contract shall begin on April 1, 2018 and renew on April 1.

1.1.1 Small Business Enterprise (SBE) Program:

Chapter 370 of the Milwaukee Code of Ordinances established a Small Business Enterprise (SBE) Program which is implemented through establishment of percentages of public works contracts to be allocated to City certified SBE businesses and enterprises. These percentages are established by the Department and are stated in the Official Notice and the Invitation for Bid. Forms required by the established SBE provisions must be submitted by bidders as part of the bidding process. Failure to comply with these requirements may result in rejection of the bid. The SBE provisions will be made a part of all departmental bid solicitations and are included in this bid package.

1.1.2 Residence Preference Program:

Chapter 309 of the Milwaukee Code of Ordinances established a Residence Preference Program which is implemented through establishment of the percentages of worker hours to be performed by unemployed residence of a special impact area. These percentages are established by the Department and are stated in the Official Notice and the Invitation to Bid. Forms required by the established resident preference provisions must be submitted by bidders as part of the bidding process. Failure to comply with these requirements may result in payments being withheld, contracts cancelled, debarment from bidding for up to two years, or any other remedy available to the City at law or in equity. The resident preference provisions will be made a part of all departmental bid solicitations and are included in this bid package.

1.1.3 The work shall consist of: **Initial Spring Clean-up including the removal and disposal of all litter and loose debris from all lots no later than April 1 of each year;** **the removal of all litter and loose debris from city-owned lots prior to each mowing;** the mowing of weeds and grass to a 2-3 inch cutting height; the

trimming of grass and weeds around trees, fences, posts, fire hydrants, poles, etc.; the removal of snow and ice from sidewalks adjoining city-owned lots; and the reporting of nuisance garbage, illegal dumping or hazardous conditions (i.e. dead trees, broken hanging branches, etc.) and/or situations needing to be brought to the attention of the Department of Public Works, hereinafter referred to as "DEPARTMENT". Subsequent litter clean-up of City-owned properties following the final mowing cycle and prior to snow cover may be ordered by the City on an as-needed basis.

- 1.1.4 Snow and ice shall be completely removed from the full width of the sidewalk, including handicap access ramps on corner properties, adjoining city-owned lots located along arterial and collector streets within twelve (12) hours of the end of snowfall, regardless of accumulation. All snow shall be removed from properties along residential streets (non-arterial or collector) within twenty-four (24) hours of each ending snowfall 8 inches or less, and within forty-eight (48) hours with accumulation greater than 8 inches.
- 1.1.5 Snow and ice removal from the front walkway (including all steps and porch stairs) up to the primary entrance (typically street front) door of improved properties is required. Properties without an adjoining front sidewalk will require a six (6) foot path up the driveway to the front or side door. Linear foot additions/subtractions assigned for private walkway (6' clear width) snow and ice clearance from specified linear footage in the contract shall be compensated based upon Contract Unit Prices calculated from Bid Form Attachment A per 12.1.2.
- 1.2.0 **CONTRACTOR QUALIFICATIONS:**
- 1.2.1 CONTRACTORS must have at the time of bid submission a minimum of THREE (3) years of related work experience of similar scope (work quality, quantity, complexity, timely completion, business/personnel management, staffing and support) as required to satisfactorily perform all required work in accordance with the contract specifications. CONTRACTOR related work experience must be declared by the CONTRACTOR on FORM B-1 (Work Experience) and submitted at the time of Bid Submission. False or misleading information regarding Work Experience shall result in bid withdrawal and permanent disqualification from future bid solicitations. All declared Work Experience is subject to verification by the City prior to Bid Award.
- 1.2.2 CONTRACTORS that demonstrate the resource, performance capability, and past work history with the City of Milwaukee to satisfactorily service more than one service area may hold up to a maximum three (3) Contract Area total, at the sole discretion of the CITY. No SubCONTRACTOR may be responsible for snow/ice removal in more than three (3) areas.

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 City-owned lot areas as shown on the map named, "Lot Maintenance by Service Area" and the inventory included in the specifications and subsequent additions and deletions thereto as may be made at the discretion of the DEPARTMENT.
- 2.1.1 Listings and ¼ section maps showing 1) contractual areas (Lot Maintenance by Service Area), and 2) the specific parcels within each area to be mowed or cleared of snow and ice may be viewed in the Central Forestry Office, Department of Public Works, 5230 W State St. Digital copies of the same will be supplied to successful bidders, hereinafter referred to as "CONTRACTOR". The CITY will provide notice to CONTRACTOR of city owned lot inventory changes (additions and subtractions) that occur throughout the contract period. CONTRACTORS shall utilize CITY notice of additions and subtractions in city owned lot inventory to maintain continuously accurate updated maps for their respective contract area(s).
- 2.1.2 Work shall be prioritized to address parcels along main streets before parcels on side streets. The CITY may provide prioritized route maps. If such route maps are supplied, parcels shall be cleared in the specified order.

3.0.0 **WORK TO BE DONE:**

3.1.0 Work Requirements:

3.1.1 Grass Mowing:

Approximately sixteen (16) mowing cycles shall be completed annually for each area. The CONTRACTOR shall mow all grass and weeds including trimming around trees, fences, posts, poles, utility structures, fire hydrants, etc. on CITY and AUTHORITY vacant lots and other city-owned parcels as may be assigned in each respective area. Rough cutting and bush hogging will not be permitted. Turf shall be mowed as otherwise necessary to maintain a neat appearance. Cutting height shall be between two (2) to three (3) inches. Addition or elimination of any mowing cycles or areas to be mowed shall be at the sole discretion of the Contract Administrator or his designee. **All lots shall be cleaned of visible loose debris (including paper, glass, plastic, metal etc. that would be shredded or scattered during mowing operations prior to any mowing activity. All cleaning and disposal shall be the responsibility of the CONTRACTOR'S work force or subCONTRACTOR without added cost to the City. Hidden debris shredded and/or scattered during mowing operations shall be raked, bagged and removed by the CONTRACTOR'S workforce immediately after mowing. All bags shall be removed from the lot by the end of the work day. Failure to clean the lot prior to mowing will result in a stop work order until litter and debris removal is completed. A \$100.00 fee will be assessed for each incident of mowing through litter or for leaving trash bags on site over night.**

3.1.2 Trimming:

Trimming around trees, shrubs, landscape beds, fence lines, guard rails, sign posts, utility poles, utility structures, and other improvements or structures shall be performed at each mowing cycle uniformly throughout the entire contract area. Any vegetation not cut by the mowing operation located adjacent to, above, or hanging over the curb line or overhanging any hard surface area must be trimmed during each mowing cycle. Trimming shall be done in such a controlled manner so as not to damage trees, shrubs, vehicles, adjacent houses or buildings, etc. or endanger motorists and pedestrians.

3.1.3 Snow and Ice Removal:

The CONTRACTOR shall completely remove all snow and ice from sidewalks adjoining city-owned vacant lots, including cross walks (handicap access ramps) on corner lots, within 12 hours following the end of snowfall at parcels located along arterial and collector streets, regardless of accumulation. Parcels located along residential streets (non-arterial or collector) shall be cleared of all snow and ice within 24 hours following the end of snowfall after each period of snow or ice accumulation 8 inches or less and within 48 hours following the end of snowfall for accumulation greater than 8 inches. Salt shall be applied to all sidewalk surfaces immediately after snow and ice removal. The work shall be continuous to assure that all sidewalks are completely clean of all snow and ice within the specified period. Ice shall be removed by the use of sodium chloride (rock salt) or calcium/magnesium chlorides in sufficient quantities and frequency to ensure that sidewalks are clear of ice at all temperatures. Sidewalks shall be cleared of snow and ice to bare pavement over the full width of the sidewalk. Private sidewalks (walks perpendicular to street and extending to a house, building or structure) of improved properties are included in the scope of work and shall be maintained to the same standard as city-owned public sidewalk. Clearance on improved properties shall be over the width of the private walk and increased to six (6) feet wide at the door. Properties without an adjoining front sidewalk will require a six (6) foot path up the driveway to the front or side door.

3.1.4 Snow and Ice Maintenance:

Between periods of snowfall or ice accumulation, the CONTRACTOR shall continuously monitor and completely remove any snow or ice that may be deposited or otherwise form on the sidewalk due to wind-blown snow, melting and freezing, etc. as necessary to continuously maintain a bare pavement standard across the entire width and length of the sidewalk.

3.1.5 Snow Drift:

Significant drift may potentially occur. The CONTRACTOR may be dispatched by the CITY to clear significant drift over the entire service area if the CITY determines it necessary. The CONTRACTOR shall be paid the equivalent of three (3) inches snow accumulation for significant snow drift clearance over the entire service area, as ordered by the CITY. The CITY will determine situations

that justify additional clearance/payment outside of general monitoring/maintenance specified in 3.1.4.

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 - 7:00am to 4:00pm. In addition, CONTRACTOR MUST maintain a working **email address**. All telephones are to be staffed by CONTRACTOR'S employees. CONTRACTOR shall respond to all contacts by City Personnel within twenty four (24) hours after contact to CONTRACTOR. Difficulty contacting the CONTRACTOR may result in termination of the contract.

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 "A-1" for each area. 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 **Mowing:**

All mowing equipment shall be commercial grade outfitted with mulching or rotary type decks. **A minimum of five (5) continuously operable and available commercial mowers are required.** Residential grade tractors or mowers are allowed as a supplement but not a replacement for commercial mowers.

3.2.4 **Snow and Ice Removal:**

All snow plowing and salt spreading shall be accomplished by mechanical means, such as 4-wheel drive vehicles narrow enough to plow 6 foot public sidewalks, commercial tractors (i.e. bombardiers, trackless holder, ATV), etc. The use of any plow blade or similar attachment that exceeds the width of the sidewalk during plowing operations is strictly prohibited. **A minimum of three (3) continuously operable and available commercial snow removal tractors are required for each area.** Commercial snow blowers may be utilized to supplement (not in lieu of) minimum equipment requirements. **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 snow or ice accumulation has ceased.**

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. CONTRACTOR vehicles must display "City of Milwaukee

Contractor” vehicle magnets while executing work under this contract. Vehicle magnets will be provided by the CITY.

3.3.0 **Starting Work:**

3.3.1 **Mowing:**

The DEPARTMENT will initiate a “Notice to Proceed” to the CONTRACTOR when mowing cycles are to be performed. The approximate start date is May 1st for the original contract. The approximate start date for subsequent renewals is May 1st of each year. CONTRACTOR is required to have the designated minimum pieces of equipment ready and available for use April 1st – October 31st of each year.

3.3.2 Mowing cycles for each area shall be completed within seven (7) calendar days after receipt of a Notice to Proceed. The CONTRACTOR is prohibited from starting a new mowing cycle until receiving a Notice to Proceed. Mowing operations shall not be done on designated City Holidays.

3.3.3 The CITY does not guarantee any number of mowing cycles. The CITY anticipates sixteen (16) mowing cycles but the number of mowing ordered may be adjusted up or down as needed.

3.3.4 **Snow Removal:**

CONTRACTOR is required to have the designated minimum pieces of equipment ready and available for use October 1st – April 30th of each year.

3.3.5 CONTRACTOR is required to initiate snow removal operations no later than reaching three (3) inches accumulation on sidewalks.

3.3.6 The CITY will notify the CONTRACTOR if significant drift requires area wide response. For light or intermittent drift, the CONTRACTOR remains responsible for proactive monitoring and clearance under 3.1.4.

4.0.0 **BIDS:**

Optional prebid workshops will be held:

January 31st, 2018: 9:30 AM – 10:30 AM

Central District Forestry Office

5230 W State St

Milwaukee, WI 53208

4.1.0 **BASIS OF BIDS:**

4.1.1 **Mowing:**

The CONTRACTOR shall base their bid on labor, equipment, time and material relative to the number of total square feet located in the area for the completion of sixteen (16) mowing cycles as shown on Bid Form (Attachment "A"). Area #8 includes approximately 1,098,876 square feet of vacant lots and 295,771 square feet of improved lots. The unit costs to mow 1,000 square feet will be derived from the total mowing bid price of each type of property.

4.1.2 Snow and Ice Removal/Snow and Ice Maintenance:

The CONTRACTOR shall base this Bid on labor, equipment, time and material required to completely remove forty-seven (47) inches of snow and ice accumulation (seasonal average) from approximately 31,348 linear feet of public sidewalk and 1,850 linear feet of private sidewalk in accordance with Sections 3.1.3 and 3.1.4. The unit costs to remove one inch of snow/ice accumulation per linear foot of each type of sidewalk will be derived from the total snow removal bid price of each type of sidewalk.

4.1.3 Spring Clean-Up:

The CONTRACTOR shall base their bid on labor, equipment, time and material to complete clean-up of trash/litter on approximately 360 lots within the service area. If subsequent litter clean-up is ordered by the City, the service will be paid at the unit price for Spring Clean-Up.

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 bid specifications. 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 (45) 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 re-advertised 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, Bid-Express 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:

Erin Stoekl, Property Maintenance & Compliance Manager
City of Milwaukee – Environmental Services
Milwaukee, WI
(414) 286-6085
erin.stoekl@milwaukee.gov

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 they are bidding and is aware of any existing and probable conditions under which they will be obligated to perform the work. Therefore, no extra charges will be allowed for failure of any Bidder to have examined the site. 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 square foot per mowing cycle and price per linear foot per inch of snow, which is to include all personnel (labor, supervision, management) materials, overhead, and equipment to provide complete mowing and snow and ice removal /snow and ice maintenance operations for each area bid.

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 Bid Form Attachment “B-1”, Contractor Experience

CONTRACTOR shall complete and submit Attachment “Form B-1” declaring related work experience FORM B-1 (Work Experience. The document shall specify years of related work experience and scope of work performed (work quantity (acreage and frequency of finish mowing) work quality expectations (timely completion, performance standard) scheduling/staffing complexity, and administrative/supervisory/management support). False or misleading information regarding Work Experience shall result in bid withdrawal and permanent disqualification from future bid solicitations. All declared Work Experience is subject to verification by the City prior to Bid Award

4.11 **Vendor’s Bid Submittal Checklist (Important):**

In addition to submitting a signed 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.

- a. **SBE Form “A” (This form should list the name(s) and address(s) of the City certified SBE subcontracting firms that will be doing some of the work and the percentage of the work performed. The City certified SubCONTRACTOR also needs to sign this document in the appropriate column. If the prime CONTRACTOR is 100% certified, the prime CONTRACTOR’S name and address should be listed here.**
- b. Acknowledgments Page
- c. Affidavit of Non Collusion
- d. Bid Bond
- e. Bid Item Form (Attachment “A”) for each area bid
- f. Bid Form (Attachment “A-1”) for each area bid
- g. Bid Form (Attachment B-1) for each bid area
- h. Disclosure of Ownership

- i. Form DPW-125
- j. Signature Page

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 like-kind replacement to pre-existing conditions of any plantings or other property to the satisfaction of the owner and Contract Administrator, whether privately or publicly owned, that may be damaged due to improper or careless performance of designated maintenance activities. In such case, the Contract Administrator shall specify the terms of replacement including materials, methods, timeframe, and establishment warranty). All costs for replacement plantings or for testing of plants damaged or suspected of being damaged by CONTRACTOR chemical applications, as may be required by the Contract Administrator, shall be paid by CONTRACTOR.

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
-------------------------------	---------------	-------------

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
------------------------------------	------------------------------	----------------------------

To Include

Occurrence Form

First Dollar Defense Coverage

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

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 P.E., Commissioner
841 N Broadway, Room 501
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 mowing cycle, or removal of snow/ice accumulation,
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.

8.2.1 The CITY will provide a maximum of two (2) punch lists identifying incomplete or missed properties requiring attention for each snow/ice storm response or mowing cycle. After which, any incomplete work will be assigned to a SECONDARY CONTRACTOR without notice and invoices will be adjusted accordingly to deduct payment for properties and differential costs paid.

8.3.0 Each weekday morning prior to 8:30 a.m., the CONTRACTOR shall call, email to the assigned Inspector indicating the location and work being performed that day. All calls for inspection made after 12:00 p.m. (noon) on a Friday, or on a Saturday, Sunday or Holiday, shall be deemed to have been made on the next weekday morning on which an inspector is actually available, and the CONTRACTOR shall bear all risks relating to the passage of time between CONTRACTOR'S alleged completion of work and/or its request for inspection and the next weekday on which an inspector is actually available. The status of the work as of the next available inspection day shall govern whether the work is deemed completed or deficient.

8.4.0 When an area is completed, the CONTRACTOR shall contact the assigned Inspector for an inspection of the area. The Inspector shall advise the CONTRACTOR of any discrepancies. The CONTRACTOR shall take whatever action necessary to correct the discrepancies within **one working day** and contact the Inspector for a second inspection. Where the CONTRACTOR has failed to complete certain portions of a cycle of work, and has been given notice to correct the discrepancy and has failed to complete the work (either because the allotted contract time for correction has passed or a second inspection reveals that the work remains incomplete), the Contract Administrator or his designee, at his/her **sole discretion**, may take the following action:

8.4.1 Mowing:

- 8.4.1.1 Delay commencement of the next mowing cycle pending completion of the incomplete work
- 8.4.1.2 Deduct the line item value of the work not completed from the payment for the current cycle and allow the CONTRACTOR to commence the next mowing cycle notwithstanding its failure to complete all portions of the current cycle,
- 8.4.1.3 Assign any Work Not Completed in accordance with these specifications to a Secondary CONTRACTOR in which case the Prime CONTRACTOR would be financially responsible for any additional costs incurred by the City.

8.4.2.0 Snow and Ice Removal/Snow and Ice Maintenance:

- 8.4.2.1 Assign any Work Not Completed in accordance with these specifications to a Secondary CONTRACTOR in which case the Prime CONTRACTOR would be financially responsible for any additional costs incurred by the City.

9.0.0 **LIQUIDATED DAMAGES:**

9.1.0 Work Not Performed:

- 9.1.1 If greater than ten percent (10%) of lots are found to be missed or incompletely mowed/shoveled at the time of inspection, the CONTRACTOR will be charged \$1,000.00 for inspection services.
- 9.1.2 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 Mowing:

Any work not completed in a seven (7) day period after Notice to Proceed without an approved time extension for inclement weather or City observed holidays 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.

9.2.2 Snow and Ice Removal/Snow and Ice Maintenance:

In the event the CONTRACTOR fails to execute 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 to pay any difference between CONTRACTOR'S bid price and the SECONDARY CONTRACTOR's bid price.

10.0.0 TERM OF CONTRACT:

10.1.0 The term of this contract shall be from April 1, 2018 to March 31, 2019 with three (3) one (1) year extensions (April 1 to March 31) 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:

12.1.0 The DEPARTMENT may make changes to the scope of the work in the amount of 10% more or less than the total square feet, linear feet, or lots specified in Bid Form Attachment "A", in any given contract year without additional or reduced compensation to the CONTRACTOR. Such additions or deletions in the square feet and/or linear feet shall not invalidate the contract nor shall such change relieve the CONTRACTOR from any of the CONTRACTOR'S obligations under the contract or any guarantee given by the CONTRACTOR and CONTRACTOR shall not alter the unit bid price as a result of this change. Any additions above 10% or deletions below 10% in the total square feet or linear feet specified in the contract shall be compensated or reduced based on Contract Unit Prices calculated from Bid Form Attachment "A".

- 12.1.1 A Unit Price of cost to mow one thousand (1,000) square feet of grass will be calculated by dividing the bid total area cost for one mowing cycle by the bid total area square footage. This Unit Price for mowing 1,000 square feet of grass will be used to calculate any additional or reduction in payment for changes in service volume outside the terms of 12.1.0.
- 12.1.2 A Unit Price of cost to remove one inch of snow/ice accumulation per linear foot of sidewalk will be calculated by dividing the bid total area one inch snow/ice accumulation cost by the bid total area linear footage. This Unit Price for removing one inch of snow/ice accumulation from one linear foot of sidewalk will be used to calculate any additional or reduction in payment for changes in service volume outside the terms of 12.1.0.
- 12.2.0 The CONTRACTOR shall anticipate additional properties added to the contract through the end of the calendar year. A net gain of 10%-20% in number of properties is typical for most City-owned lot maintenance areas. The DEPARTMENT will contact the CONTRACTOR with the specific date lots are added to the contract.
- 12.2.1 Lots added within the mowing season may require mowing at the time of acquisition. Lots requiring service will be paid at \$40 per two thousand five hundred (2,500) square feet of grass mowed. The CONTRACTOR shall **cut, rake, and remove** all grass clippings from all residential and commercial properties in developed areas of the City where the grass height is measured at 12-inches at the time of acquisition, **and ordered by the City**. Where cut, rake, and removal of grass clippings is ordered by the City, the CONTRACTOR will be paid \$80 per two thousand five hundred (2,500) square feet of grass mowed. The DEPARTMENT will identify lots requiring service and the CONTRACTOR will complete mowing within 48 hours of request.
- 12.2.2 Lots added within the snow season may require sidewalk snow clearance at the time of acquisition. Lots requiring service will be paid at \$30 per sixty (60) feet of sidewalk cleared, regardless of accumulation. The DEPARTMENT will identify lots requiring service and the CONTRACTOR will complete clearance within 48 hours of request.
- 12.3.0 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.
- 12.4.0 The CITY reserves the authority to remove properties from the contract inventory for the purpose of supporting Community Based workforce development or employment initiatives. Properties removed for this purpose will result in an adjustment to the base inventory and will not be subject to compensation.

12.5.0 The service area base work volume will be amended annually prior to contract renewal to reflect net changes in property inventory over the contract period.. Any change in work volume from the previously established base line upon contract execution or contract renewal will be paid at the unit price established within the contract.

12.6.0 The CITY reserves the authority to redefine service area boundaries if the service volume increases beyond the CONTRACTORs capacity in the sole opinion of the CITY. The CONTRACTOR is not liable for any difference in price established by a new contractor outside of the newly defined service area. The overall square footage/linear footage of service will not be reduced below the original contract amount as a result of redefined service area boundaries.

13.0.0 **SUBCONTRACTING:**

13.1.0 If the PRIME CONTRACTOR is not a Certified Small Business Enterprise (SBE) CONTRACTOR, the PRIME CONTRACTOR must use SubCONTRACTORs that are certified SBE's. The City of Milwaukee Ordinance requires that certified SBE's be utilized for 25% of the total dollars annually expended through prime contracts.

14.0.0 **AWARD OF CONTRACT:**

14.1.0 **Bonding:**

14.1.1 **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. Cash Security will NOT be accepted. 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.

14.1.2 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 **100%** of the Contract price to complete sixteen (16) mowing cycles and remove forty-seven (47) inches of snow and ice accumulation in each respective area. 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.

14.2.0 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.

15.0.0 **MINIMUM WAGES**

15.1.0 In accordance with Chapter 310-13 of the Milwaukee Code of Ordinances, adherence to a minimum wage requirement is mandatory for all Department of Public Works' Service Contracts. The CONTRACTOR shall review and comply with the provisions listed in the **Sustainable Wage Document**. Should the minimum wage defined in Section 310-13 increase during the contract term, the CONTRACTOR shall adjust employee wages accordingly without change to awarded bid rates.

16.0.0 **BASIS OF PAYMENT/INVOICING:**

16.1.0 The DEPARTMENT will authorize payment, subject to the terms and conditions of the contract including verification of work completed, upon receipt of an invoice from the CONTRACTOR.

16.2.0 Mowing:

The CONTRACTOR shall be paid on a mowing cycle basis. **The CONTRACTOR shall submit invoices within seven (7) calendar days following the completion of a mowing cycle. Timely submittal of invoices is a performance standard. Failure to submit timely invoices shall be cause for contract termination.**

16.3.0 Snow and Ice Removal:

The CONTRACTOR shall be paid for Snow and Ice Removal on a per tenth (.10) inch accumulation basis as reported by the National Weather Service for the Milwaukee area. For storm events where only a portion of the City receives snow or ice accumulation, The CITY reserves the right to utilize snow/ice accumulation as reported from either Mitchell International Airport or Timmerman Field that best reflects actual conditions in the service area as a basis for payment. **NO PAYMENT WILL BE AUTHORIZED FOR ANY SERVICE AREA THAT DOES NOT RECEIVE SNOW/ICE ACCUMULATION DURING LOCALIZED STORM EVENTS OR WHERE NO SNOW AND ICE REMOVAL WORK IS PERFORMED BY THE CONTRACTOR.** Invoicing for snow and ice removal shall be in increments of no less than 4.0 inches and shall be submitted within 7 calendar days of snow and ice accumulation exceeding 4.0 inches. Invoices must include documentation that services were completed as required by the Contract and Specifications, including the service area number, quantity of snow/ice accumulation removed to the nearest .10 inch, contract unit cost per inch of snow and ice removal for the entire service area, and date range (from date – to date) for invoiced snow/ice accumulation removed.

16.3.0 Snow and Ice Maintenance:

Cost to perform Snow and Ice Maintenance (continuous monitoring and removal of snow and ice from sidewalks) during the Snow Maintenance Period (October – April) is included in the unit bid price.

16.4.0 Failure to Perform Snow and Ice Maintenance:

CONTRACTOR failure to perform Snow and Ice Maintenance during the Snow and Ice Maintenance Period will be just cause for forfeiture of one and one-half (1.5) percent of the total bid price for Snow and Ice Removal (Bid Form Attachment “A”) for each and every month Snow and Ice Maintenance is not performed. The City further reserves the right to reassign Snow and Ice Maintenance work to a Secondary CONTRACTOR, and/or terminate the Contract for non-performance.

16.5.0 Spring Clean-Up:

A clean-up of lots will be required in the spring. Trash shall be collected from lots after snow melt. This collection shall be completed after notification from the CITY and completed no later than April 1, unless specified otherwise. Removal of large dumping (i.e. tires, mattresses, etc.) shall not be the responsibility of the CONTRACTOR. The CONTRACTOR shall move large debris to the garbage collection location (i.e. alley or curb) and notify the CITY for removal. Subsequent clean-up of lots after the final mowing cycle and prior to snow cover may be ordered by the CITY on an as-needed basis. Lots requiring service will be paid at the unit per lot price for Spring Clean-Up established within the contract.

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

- 16.7.0 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 property 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.
- 16.8.0 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 damages until such time as the actual cost of the adjustment can be determined.
- 16.9.0 All Contractors awarded a contract valued at \$25,000.00 or more are required to participate in training on the City of Milwaukee’s contract compliance software. Contractors must complete the training no later than 30 days after the date of contract award. Throughout the contract term, Contractors are required to regularly provide timely payment information to the City’s contract compliance software. Please contact the Office of Small Business Development (OSBD) should you have any questions or concerns regarding the training process at (414) 286-5553.
- 16.10.0 Consumer Price Index (CPI):
On April 1, 2019 the contract unit price(s) paid may be increased by the CITY utilizing the same percentage as reflected in the change in the Consumer Price Index for all US Urban Goods and Services comparing December 2017 to December 2018.
- 16.10.1 On April 1, 2020 the contract price may be increased by the CITY utilizing the same percentage as reflected in the change in the Consumer Price Index for all US Urban Goods and Services comparing December 2018 to December 2019.
- 16.10.2 On April 1, 2021 the contract price may be increased by the CITY utilizing the same percentage as reflected in the change in the Consumer Price

Index for all US Urban Goods and Services comparing December 2019 to December 2020.

- 16.10.3 On April 1, 2022 the contract price may be increased by the CITY utilizing the same percentage as reflected in the change in the Consumer Price Index for all US Urban Goods and Services comparing December 2020 to December 2021.

17.0.0 **PERMITS:**

- 17.1.0 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.

18.0.0 **VEHICLE/EQUIPMENT RESPONSIBILITY:**

- 18.1.0 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.

19.0.0 **GENERAL CONDITIONS:**

19.1.0 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, or withhold invoices for any work performed, 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. Claims submitted for work performed during any prior contract period will not be considered by the City.

19.2.0 Inclement Weather/Holidays:

- 19.2.1 In the event of inclement weather during a mowing cycle, the maximum allowable rain days will be three. In the event of severe weather additional rain days may be granted at the discretion of the Contract Administrator. All requests

for rain days must be submitted in writing at the cycle end date. The contract requires that a cycle length be every seven-calendar days. Therefore, weekends worked will be considered when granting cycle extensions.

19.2.2 The CITY recognizes Good Friday, Memorial Day, Independence Day and Labor Day as City Holidays and will extend the mowing cycle accordingly. All rain days and holidays granted by the Contract Administrator shall be time extensions only, and shall not entitle the CONTRACTOR to any additional compensation for any reason whatsoever. 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 snow and ice removal operations.

19.3.0 Company Personnel Standards and Resource Commitment:

19.3.1 Only qualified personnel shall supervise and perform maintenance 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.**

19.3.2 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. All CONTRACTOR employees and SUBCONTRACTORS shall be fully and modestly clothed, and shall refrain from the use of any excessively loud or vulgar/offensive language during the execution of this CONTRACT. 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.

20.0.0. Cooperation

The CONTRACTOR shall cooperate with all persons engaged in the work, including such City employees and other CONTRACTORS of the City, to obtain the standard of performance as required by these specifications. Any complaint of arbitrary action by the CONTRACTOR will be promptly reported to the Commissioner for investigation.

21.0.0. Assignability

The CONTRACTOR shall not assign this contract, in whole or in part, without the prior express written consent of the City, nor shall any subsequent assignee re-assign this contract, in whole or in part, without the prior express written consent of the City.

22.0.0. Subcontractors

Aside from any subcontractors listed in the bid forming the basis of the award, the CONTRACTOR shall not subcontract any part of this contract without the prior express written consent of the City.

23.0.0. Covenant Against City Employee Benefits

The CONTRACTOR shall warrant that no person, officer or official directly in the employ of the City of Milwaukee shall be permitted any share or part of this contract or any fee, commission, percentage, privilege, benefit or other thing of value arising from issue of said contract. In the event of any breach or violation of this warranty, the Commissioner shall have the right to annul the contract without liability or obligation of any kind. This limitation of benefits, however, shall not be construed to extend to the general welfare and safety of the employees and citizens of the City of Milwaukee.

24.0.0. Changes in Conditions

At any time without notice to the surety, the Commissioner may make any change in the work by written order within the general scope of the contract, including but not limited to:

- A. Manner of performance or procedure;
- B. Direction and instructions; and
- C. Contractor employee qualifications.

No such written order is to be construed to entitle the CONTRACTOR to any claim for adjustment in rates or equity.

25.0.0. Problem Resolution

In the event the CONTRACTOR encounters barriers prohibiting the performance of work, i.e. fenced or locked property, dogs, or irate residents, the CONTRACTOR shall immediately leave the premises and contact the area office.

26.0.0. Severalibility

If any provision of this agreement is unenforceable to any extent, the remainder of this agreement, or application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

27.0.0. Governing Law

The laws of the State of Wisconsin, without giving effect to principles of conflicting laws, govern all matters arising under this agreement, including all tort claims.