

ORIGINAL

EXECUTED IN QUADRUPLICATE

Contract No. C545220023

DPW-127

CITY OF MILWAUKEE, WISCONSIN
DEPARTMENT OF PUBLIC WORKS

CONTRACT for:

CITY-WIDE REMOVAL OF WEEDS AND TALL GRASSES, SIDEWALK SNOW AND ICE, AND RIGHT-OF-WAY ENCROACHMENTS FROM PRIVATE PROPERTY

Location:

City of Milwaukee

THIS CONTRACT, Made and entered into this 22nd day of March, 2022 by and between ANDERSON LANDSCAPE & MAINTENANCE LLC, hereinafter called "Contractor" and the City of Milwaukee, a municipal corporation of the State of Wisconsin, hereinafter called "City."

The parties hereto agree as follows:

The CONTRACTOR has offered by bid in writing to the Commissioner of Public Works of the City, hereinafter called "Commissioner", to furnish the material, equipment, labor and everything necessary for the completion of the work herein mentioned for the City, for the price and within the time specified, and according to the contract documents therefore on file in the Department of Public Works, and the Commissioner has awarded the work to the Contractor according to law;

The CONTRACTOR, in consideration of the payments hereinafter provided, for himself, his heirs, executors and administrators, or for itself and its successors, as the case may be, hereby covenants and agrees to and with the City to well and truly execute and perform the work and furnish the material, for the price bid, within the time specified, and according to the contract documents, which include:

- | | | | |
|--|-----------|-------|-------------------|
| 1. Official Notice No. | 35-1-2022 | Dated | February 21, 2022 |
| 2. Invitation to Bid | | | |
| 3. Bid | | Dated | March 7, 2022 |
| 4. General Specifications | | Dated | January 31, 1992 |
| 5. Detail Specifications for Removal of Weeds and Tall Grasses, Sidewalk Snow and Ice, or Public Right-Of-Way Encroachment on Private Property | | Dated | 2022 |
| 6. Standard Special Provisions | | | |
| 7. Special Provisions | | | |
| 8. Special Conditions if any | | | |
| 9. Addenda | | | |

which contract documents are hereby made a part of this contract as though set forth in full herein.

CONTRACTOR ACKNOWLEDGES TO BE FULLY AWARE OF THE CITY'S SBE PROVISIONS, THE RESIDENCE PREFERENCE PROVISIONS, AND THE APPRENTICESHIP PROVISIONS AS SET FORTH IN THE BID PROPOSAL PACKET.

CONTRACTOR ACKNOWLEDGES TO BE FULLY AWARE OF THE REQUIREMENT TO MAINTAIN COMPLETE AND ACCURATE PERSONNEL RECORDS AS REQUIRED UNDER THE SBE, RESIDENCE PREFERENCE, AND APPRENTICESHIP PROVISIONS.

CONTRACTOR ACKNOWLEDGES RESPONSIBILITY FOR ASSURING SUBCONTRACTOR COMPLIANCE WITH CITY INSURANCE REQUIREMENTS ON THIS CONTRACT AND AGREES TO PERMIT RANDOM CHECKS OF OFFICE RECORDS BY CITY STAFF TO SUBSTANTIATE SUCH COMPLIANCE. WHERE A DETERMINATION IS MADE THAT A SUBCONTRACTOR DOES NOT HAVE THE REQUIRED INSURANCE COVERAGE, THE PRIME CONTRACTOR MAY BE CONSIDERED IN BREACH AND/OR MAY BE CONSIDERED AS NOT BEING A RESPONSIBLE BIDDER ON FUTURE PROJECTS.

THE CONTRACTOR/LESSEE AGREES TO COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. 12101, et seq.

SEE ATTACHED PAGES FOR BREAKDOWN.

TOTAL CONTRACT PRICE: TWO HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED FIFTY AND 00/100 DOLLARS (\$248,950.00)

And the CONTRACTOR agrees to be liable for all damages occasioned by the digging up, use, or occupancy of the street, alley, highway, or public ground which may result from the carelessness of such CONTRACTOR, his agents, employees, or workers.

Pursuant to the provisions of Section 7.25 of the Milwaukee City Charter, the Commissioner of Public Works reserves the right to determine whether the work has been improperly or imperfectly performed. The Commissioner of Public Works further reserves the right to adjust and determine all questions as to the amount earned under the contract, including deducting from the final payment any costs related to the repair of public facilities damaged by the CONTRACTOR on the contract.

And the CONTRACTOR hereby agrees to and with the City: (1) to complete the work in the manner and form specified within (*) working days from the date specified in the notice to proceed with the work, which notice is to be given within a reasonable time after the date of this contract.

Time for Completion: Work on this project shall consist of tall grass and weed removal at private properties in violation of City Ordinance 80-17 during the growing season and snow/ice removal on sidewalks adjacent to private properties in violation of City Ordinance 116-8, and encroachment removal at private properties in violation of City Ordinance 116-55. Grass cutting shall begin on or about April 15, 2022 and continue to October 31, 2022. Snow/ice removal shall begin October 1, 2022 and continue to April 30, 2023. Encroachment removal may be ordered at anytime throughout the year.

OFFICIAL NOTICE NO. 35-1-2022

For none

**(none)
Code Enforcement**

noneth Aldermanic District

ALL BIDS MUST BE TYPED OR PRINTED

01	GRASS CUTTING (2,500 SQ. FT.)	1500 Sq. Ft.
(Bid in figures)	\$ <u>86.00</u>	per Sq. Ft.
(Bid in words)	\$ <u>EIGHTY-SIX AND 00/100 DOLLARS</u>	per Sq. Ft.
02	SIDEWALK SNOW & ICE REMOVAL (60 LIN. FT.)	900 Lin. Ft.
(Bid in figures)	\$ <u>68.00</u>	per Lin. Ft.
(Bid in words)	\$ <u>SIXTY-EIGHT AND 00/100 DOLLARS</u>	per Lin. Ft.
03	ENCROACHMENT REMOVEL (60 LIN. FT.)	250 Lin. Ft.
(Bid in figures)	\$ <u>235.00</u>	per Lin. Ft.
(Bid in words)	\$ <u>TWO HUNDRED THIRTY-FIVE AND 00/100 DOLLARS</u>	per Lin. Ft.

TOTAL ESTIMATE:

(Bid in figures)	\$ <u>248,950.00</u>
(Bid in words)	\$ <u>TWO HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED FIFTY AND 00/100 DOLLARS</u>

**Department of Public Works
City of Milwaukee
Service Contract Wage Requirement Provisions**

I. General

- A. 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 ordinance requires that all workers, permanent or temporary, employed in any work performed as part of a service contract, as defined in II B herein, awarded after December 31, 1995, shall receive and be paid a sum of not less than \$6.05 per hour. Currently, Section 310-13 requires that **on March 1, 2022 and each March 1 thereafter, the minimum hourly wage shall be adjusted** to the amount required to produce, for 2080 hours worked, an annual income equal to the average of the U.S. Department of Health and Human Services most recent guidelines for a family of three and a family of four; however, the Contractor shall be required to comply with any amendments to Section 310-13, including those pertaining to the amount of the wage, or the timing of any adjustments to the wage. **No contractor may use the minimum wage requirement of this subsection to reduce the wage paid to any person employed by the contractor as of December 31, 1995.**
- B. The Contractor agrees to prepare and submit whichever is requested, including any of the following documents/reports: A weekly electronic certified payroll report, a sworn report (DPW-6) every 3 months or an affidavit (Form J) within 10 days following the Contractor's completion of the contract/or yearly for any contract extension. Contractor will procure and submit like documentation from every subcontractor employed by the contractor to the Department of Public works regarding every person employed on or under this contract or subcontract. Said documentation shall certify that each and every employee has been paid in full the amount of not less than **\$12.21** per hour and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employee to the employer.
- C. During the performance of this contract, the Department of Public Works reserves the right to conduct compliance reviews. If the Contractor is not in compliance with the specifications, the Commissioner of Public Works will notify the Contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed or if the contractor, prime or sub, submits any documents which contain any fake, misleading or fraudulent information or if the contractor or subcontractor fails to comply with this ordinance, the Department of Public Works may take one or more of the actions listed below:
1. Withhold payments on the contract.
 2. Terminate, suspend, or cancel the contract in whole or in part.

**Department of Public Works
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Service Contract Wage Requirement Provisions**

3. After due process, consider debarment of the contractor from bidding for a one-year period after the first violation and for a three-year period after the second.
4. Any other remedy available to the City at law or in equity.

II. Definitions

- A. Professional Service Contract – any contract in which the majority of workers engaged in the performance of the contract perform work which:
 1. Is predominantly intellectual and varied in nature, as opposed to work which involves routine mental, manual, mechanical or physical labor.
 2. Requires advanced knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher education or a hospital.
- B. Service Contract – any contract with the City for the provision of service to any City department or agency with a budget under the control of the Common Council which has a value exceeding \$5,000.00. Each bid specification or request for proposal (RFP) will be reviewed and a determination made as to whether the proposed contract constitutes a service contract. A service contract does not include any contract which involves the purchase of goods, a professional service contract, a contract administered by the Office of Community Block Grant Administration (CDBG), or a contract with the Milwaukee Public Schools.

III Service Contract Utilization Requirements

- A. For every service contract as defined in II B above, the minimum hourly wage specified in I B above shall be kept posted by the contractor at the site of the work in a prominent place where it can be easily seen and read by persons employed in the performance of such contract. In addition, copies of the minimum hourly wage requirement shall be supplied to any person employed in the performance of a service contract at the request of such person and within a reasonable period of time after the request.
- B. The Department of Public Works will review and monitor all public works service contracts for compliance. Complaints from service contractors and service contract employees relating to compliance will be received and investigated by the Department with imposition of appropriate sanctions upon any contractor who provides false information or fails to comply with the provisions of this ordinance.

**Department of Public Works
City of Milwaukee
Service Contract Wage Requirement Provisions**

- C. Any person employed in the performance of a DPW service contract as defined in II B may, within one year from the date of an alleged failure to comply, fill a written complaint to the Department of Public Works regarding the failure. No service contractor may discharge, reduce the compensation of, or otherwise retaliate against any person employed in the performance of a service contract for making a complaint to the Department of Public Works or for using any civil remedies to recover damages.

- D. Right to Appeal.

Any service contractor or service contract employee who objects to any decision or action of the Department of Public Works relative to application or enforcement of this ordinance may appeal such decision to the Administrative Review Appeals Board. The appeal shall be initiated in writing and sent to the Commissioner of Public Works. The appeal shall state the specific objection to the decision or action, include supporting documentation, and specify an alternative recommendation. The Commissioner of Public Works shall schedule a hearing before an appeals committee consisting of the Chair of the Economic Development Committee or the Chair's designee, a member of the Economic Development Committee selected by the Chair, and the Director of the Office of Small Business Development to be held within five (5) days of receipt of the appeal. The Committee shall have the authority by majority vote to affirm or set aside the recommendation of the Commissioner of Public Works and its decision in this regard shall be final.

SPECIFICATIONS FOR REMOVAL OF WEEDS AND TALL GRASSES, SIDEWALK SNOW AND ICE,
OR PUBLIC RIGHT-OF-WAY ENCROACHMENT ON PRIVATE PROPERTY

1. GENERAL

These Specifications together with the Official Notice, Instructions to Bidders and the Contract Agreement define the terms of contract between the City of Milwaukee and the private CONTRACTOR(s) for necessary abatement action on private properties and public sidewalks adjacent to private properties. Work will include removal of weeds and tall grasses from private properties in violation of City Ordinance 80-17, removal of snow and ice from public sidewalks adjacent to private property in violation of City Ordinance 116-8, and removal of shrub or tree branches encroaching into the public Right-Of-Way in violation of City Ordinance 116-55. The term of this contract shall be for one (1) year beginning April 15, 2022 with three (3) one (1) year extensions permitted by mutual agreement between the City of Milwaukee and the CONTRACTOR. It is the intent of the contract documents to provide a clear and complete description of the work to be carried out under the directions and control of the Commissioner of Public Works. The CONTRACTOR shall complete all required tasks and shall provide and furnish equipment, operators, dispatcher, records, facilities, and services necessary to carry out the work in an expeditious manner in accordance with the terms of the contract documents and at the prices set forth therein.

2. WEED AND TALL GRASS REMOVAL

A. WORK SPECIFICATIONS

All weed and tall grass removal will be based on an on-call notification and shall be completed by the CONTRACTOR within three (3) working days. The CONTRACTOR shall cut all weeds and tall grasses, including trim along all site improvements including but not limited to fences, posts, trees, stumps, retaining walls, and structures, to a height NO greater than three (3) inches of the designated area on private properties in violation of City Ordinance 80-17 as designated by the City. The CONTRACTOR shall remove all debris and litter PRIOR TO MOWING that may be shred or otherwise interfere with mowing, and any debris otherwise revealed or scattered by mowing operations. Mowing patterns shall discharge grass clippings away from adjoining hardscape surfaces (sidewalk, street and driveway). Grass clippings shall be blown off of any hardscape surface (sidewalk, driveway or street PRIOR to leaving the property). Excess grass/"hay rows" shall be mulched (double cut) or removed from the property to ensure a clean fresh-mowed satisfactory appearance. 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 or higher at the time of violation posting, **and ordered by the City.** Where Cut, Rake and Removal of grass clipping is ordered by the City, the CONTRACTOR will be paid an additional sum equal to the cost of mowing. Under NO circumstances shall the CONTRACTOR allow ANY debris to remain on the public right of way. If the CONTRACTOR is unable to remove any large debris, the CONTRACTOR shall mow around the debris and promptly notify the area representative of large debris piles.

City reserves sole discretion to order a border perimeter cut of specified width, or specify differential mowing methods (i.e. coarse bush hog rotary mowing without raking and bagging) and/or performance standards for large parcels with tall grass/weeds in less intensively developed areas of the City. CONTRACTOR should list any coarse mowing equipment available on Bid Form A-1 "Inventory of Equipment". **A \$100.00 fee will be assessed for each incident of mowing through litter or for leaving trash bags on site over night.**

Once work has been initiated on a property, the CONTRACTOR shall make every effort to complete work before leaving the property. Failure to comply may result in non-payment as determined by the CITY.

B. PHOTOGRAPH SPECIFICATIONS

- ✓ The CONTRACTOR shall take representative before and after pictures of the entire cutting area designated on the Notice to Proceed.
- ✓ The CONTRACTOR shall take such pictures from the same vantage point before and after mowing.
- ✓ Before and after photos must take place IMMEDIATELY before and after work is completed.
- ✓ If, upon arrival, the CONTRACTOR finds that the violation has been remedied in whole or in part by the owner, the CONTRACTOR shall include pictures of the area(s) found completed by owner. Where possible, the CONTRACTOR shall include pictures along the alley line and of the building clearly showing the property address.
- ✓ **Clear digital photographs with a time and date stamp must be submitted for each property visited and are required for payment.**
- ✓ See Section 8.C for photograph submission requirements.

C. PAYMENT INCREMENTS FOR TALL WEED AND GRASS REMOVAL

Payments for weed and tall grass removal will be based on two thousand five hundred (2500) square foot increments rounded up to next highest two thousand five hundred (2500) square foot increment. See table below for payment increment details:

Size of violation area in square feet	Payment earned
0-2500	Bid for cutting 2500 square feet
2501-5000	Bid for cutting 2501-5000 square feet
5001-7500	Bid for cutting 5001-7500 square feet
7501-10000	Bid for cutting 7501-10000 square feet

Thus, if, for example, the CONTRACTOR completes work on a property requiring one thousand five hundred (1,500) square feet of mowing, the CONTRACTOR will be paid for the bid amount of cutting between zero and two thousand five hundred (0-2,500) square feet, and if the CONTRACTOR completes work on a property requiring three thousand square (3,000) square feet of mowing, the CONTRACTOR will be paid for the bid amount of cutting

between two thousand five hundred one and five thousand (2,501-5,000) square feet.

On properties requiring greater than ten thousand (10,000) square feet of mowing, the CONTRACTOR will be paid the bid amount of cutting the area in two thousand five hundred (2,500) square foot increments. The unit price for zero to two thousand five hundred (0-2,500) square feet will be used as a basis for payment calculations.

D. NO PAYMENT IF THE CONTRACTOR FINDS WORK COMPLETED BY OWNER

In some instances a property owner will remedy a violation between the time when the City sends the CONTRACTOR a Notice to Proceed and the time when the CONTRACTOR arrives on site to perform the work. In the event that the contractor finds that the work has been completed by owner, the CONTRACTOR will indicate on the invoice and Notice to Proceed that the work was found DONE BY OWNER. **Under no circumstance will the CONTRACTOR receive any type of reimbursement for those properties (or areas of properties) where the work is found done by owner.** If the CONTRACTOR finds the work partly completed by owner, the CONTRACTOR shall perform work on the uncompleted parts of the property and indicate on the invoice and Notice to Proceed the parts of the property on which the CONTRACTOR performed work. The City may reduce payment accordingly if, after the work was performed, the total amount of work performed is in a lower pay increment as indicated above in Section 2.C.

3. SIDEWALK SNOW AND ICE REMOVAL

A. WORK SPECIFICATIONS

All snow and ice removal will be on an on-call notification basis and shall be accomplished by the CONTRACTOR within twenty four (24) hours of notification. The CONTRACTOR shall completely remove all snow and ice to bare pavement over the full length and width of the sidewalk adjacent to the specified private property in violation of City Ordinance 116-8 as designated by the City. The CONTRACTOR shall spread an ice melting agent (i.e. rock salt, calcium chloride, etc.) on the sidewalk after clearance. The CONTRACTOR shall remove excess snow/ice mounds along adjacent property boundaries to ensure safe pedestrian passage.

Once work has been initiated on a property, the CONTRACTOR shall make every effort to complete work before leaving the property. Failure to comply may result in non-payment as determined by the CITY.

B. PHOTOGRAPH SPECIFICATION

- ✓ The CONTRACTOR shall take representative before and after pictures of the entire snow removal area designated on the Notice to Proceed.
- ✓ The CONTRACTOR shall take such pictures from the same vantage point before and after mowing.
- ✓ Before and after photos must take place IMMEDIATELY before and after work is completed.

- ✓ If, upon arrival, the CONTRACTOR finds that the violation has been remedied in whole or in part by the owner, the CONTRACTOR shall include pictures of the area(s) found completed by owner. Where possible, the CONTRACTOR shall include pictures along the alley line and of the building clearly showing the property address.
- ✓ **Clear digital photographs with a time and date stamp must be submitted for each property visited and are required for payment.**
- ✓ See Section 8.C for photograph submission requirements.

C. PAYMENT INCREMENTS FOR SNOW/ICE REMOVAL

Payments for snow/ice removal will be based on sixty (60) linear feet increments rounded up to next highest sixty (60) linear foot increment. See table below for payment increment details:

Size of violation area in linear feet	Payment earned
0-60	Bid for cutting 60 linear feet
61-120	Bid for cutting 61-120 linear feet
121-180	Bid for cutting 121-180 linear feet
181-240	Bid for cutting 181-240 linear feet

Thus, if, for example, the CONTRACTOR completes work on a property requiring forty (40) linear feet of snow/ice removal, the CONTRACTOR will be paid for the bid amount of removing sixty (60) linear feet, and if the CONTRACTOR completes work on a property requiring eighty (80) linear feet of snow/ice removal, the CONTRACTOR will be paid for the bid amount of removing (120) linear feet.

On properties requiring greater than two hundred forty (240) linear feet of snow/ice removal, the CONTRACTOR will be paid the bid amount of removing snow/ice in sixty (60) linear foot increments. The unit price for zero to sixty (0-60) linear feet will be used as a basis for payment calculations.

D. NO PAYMENT IF THE CONTRACTOR FINDS WORK COMPLETED BY OWNER

In some instances a property owner will remedy a violation between the time when the City sends the CONTRACTOR a Notice to Proceed and the time when the CONTRACTOR arrives on site to perform the work. In the event that the contractor finds that the work has been completed by owner, the CONTRACTOR will indicate on the invoice and Notice to Proceed that the work was found done by owner. **Under no circumstance will the CONTRACTOR receive any type of reimbursement for those properties (or areas of properties) where the work is found done by owner.** If the CONTRACTOR finds the work partly completed by owner, the CONTRACTOR shall perform work on the uncompleted parts of the property and indicate on the invoice and Notice to Proceed the parts of the property on which the CONTRACTOR performed work. The City may reduce payment accordingly if, after the work was performed, the total amount of work performed is in a lower pay increment as indicated above in Section 3.C.

E. COMPLIANCE WITH CITY ORDINANCE

Chapter 116-8 of the sidewalk snow ordinance states, "Whenever ice has so formed on any sidewalk that it cannot be removed, then the persons responsible for snow and ice removal [the property owner]...shall prevent the remaining ice from presenting a hazard to the users of the sidewalk by applying sand, abrasive material or any product that melts ice to the entire paved surface." **If, upon arrival, the CONTRACTOR finds that there is ice present on the sidewalk AND it is covered sand, salt, or other "abrasive material", the CONTRACTOR shall indicate that the property was DONE BY OWNER and proceed as indicated in Section 3.D.**

4. PUBLIC RIGHT-OF-WAY ENCROACHMENT REMOVAL

A. WORK SPECIFICATIONS

All encroachment removals will be on an on-call notification basis and shall be accomplished by the CONTRACTOR within three (3) working days of notification. The CONTRACTOR shall remove all branches and/or other vegetation in violation of City Ordinance 116-55 as designated by the City. In the case of alley and street encroachments, the CONTRACTOR shall remove all encroaching branches and/or other vegetation back to the property line and/or to a height as necessary to provide fourteen (14) feet of clearance directly above alley or street pavement. In the case of sidewalk encroachments, the CONTRACTOR shall remove all branches and/or other vegetation back to the property line and/or to a height as necessary to provide eight (8) feet of clearance directly above the sidewalk pavement. The CONTRACTOR shall remove all cut branches and/or other vegetation from the site.

B. PHOTOGRAPH SPECIFICATIONS

- ✓ The CONTRACTOR shall take representative before and after pictures of the entire public right-of-way encroachment area designated on the Notice to Proceed.
- ✓ The CONTRACTOR shall take such pictures from the same vantage point before and after mowing.
- ✓ Before and after photos must take place IMMEDIATELY before and after work is completed.
- ✓ If, upon arrival, the CONTRACTOR finds that the violation has been remedied in whole or in part by the owner, the CONTRACTOR shall include pictures of the area(s) found completed by owner. Where possible, the CONTRACTOR shall include pictures along the alley line and of the building clearly showing the property address.
- ✓ **Clear digital photographs with a time and date stamp must be submitted for each property visited and are required for payment.**
- ✓ See Section 8.C for photograph submission requirements.

C. PAYMENT INCREMENTS FOR PUBLIC RIGHT-OF-WAY ENCROACHMENT REMOVAL

Payments for public right-of-way encroachment removal will be based on sixty (60) linear feet increments rounded up to next highest sixty (60) linear foot increment. See table below for payment increment details:

Size of violation area in linear feet	Payment earned
0-60	Bid for cutting 60 linear feet
61-120	Bid for cutting 61-120 linear feet
121-180	Bid for cutting 121-180 linear feet
181-240	Bid for cutting 181-240 linear feet

Thus, if, for example, the CONTRACTOR completes work on a property requiring forty (40) linear feet of public right-of-way encroachment removal, the CONTRACTOR will be paid for the bid amount of removing sixty (60) linear feet, and if the CONTRACTOR completes work on a property requiring eighty (80) linear feet of public right-of-way encroachment removal, the CONTRACTOR will be paid for the bid amount of removing (120) linear feet.

On properties requiring greater than two hundred forty (240) linear feet of public right-of-way encroachment removal, the CONTRACTOR will be paid the bid amount of removing encroachments in sixty (60) linear foot increments. The unit price for zero to sixty (0-60) linear feet will be used as a basis for payment calculations.

D. NO PAYMENT IF THE CONTRACTOR FINDS WORK COMPLETED BY OWNER

In some instances a property owner will remedy a violation between the time when the City sends the CONTRACTOR a Notice to Proceed and the time when the CONTRACTOR arrives on site to perform the work. In the event that the contractor finds that the work has been completed by owner, the CONTRACTOR will indicate on the invoice and Notice to Proceed that the work was found done by owner. **Under no circumstance will the CONTRACTOR receive any type of reimbursement for those properties (or areas of properties) where the work is found done by owner.** If the CONTRACTOR finds the work partly completed by owner, the CONTRACTOR shall perform work on the uncompleted parts of the property and indicate on the invoice and Notice to Proceed the parts of the property on which the CONTRACTOR performed work. The City may reduce payment accordingly if, after the work was performed, the total amount of work performed is in a lower pay increment as indicated above in Section 4.C.

5. MANDATORY REQUIRED EQUIPMENT

A. 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.

B. 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.**

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.**

C. Encroachments

Any pruning equipment able to clean-cut and safely remove branches up to a height of fourteen (14) feet, equipment to clean up, remove and legally dispose of all vegetative debris generated, (chain saw, hand pruner, lopper, pole pruner, shovel, rake, broom/blower, wheelbarrow, trailer, pick-up truck, dump truck, etc.)

D. **Digital photographic camera or smart phone/device camera app (with time and date stamp)** necessary to take photos before work is performed and after work is performed.

E. Ownership

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". 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 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.

F. **CONTRACTOR vehicles must display "City of Milwaukee Contractor" vehicle magnets while executing work under this contract. Vehicle magnets will be provided by the CITY.**

6. COMMUNICATIONS

The CONTRACTOR shall provide the City with a telephone number that shall be staffed during City business hours – 7:00 am to 4:00 pm – by an employee of the CONTRACTOR who reads, speaks and writes English fluently. In addition, the CONTRACTOR MUST possess and maintain a working **email address**. The CONTRACTOR shall respond to all contact made by City Personnel between the City business hours of 7:00AM and 2:00PM on the same business day. The CONTRACTOR shall respond to contact made by City Personnel outside of regular business hours on the next business day. Furthermore, there must be at least one employee on each work crew who speaks fluent English.

7. NOTIFICATION OF SERVICE REQUIRED.

A. NOTICE

The growing season for weeds and grasses begins April 1 and lasts through December 1. The snow/ice season begins October 1 and lasts through May 1. Encroachment removal may be required at any point throughout the year.

Performance of services is required within these time periods. The Department of Public Works Forestry Section will notify the CONTRACTOR of Notice to Proceed by **EMAIL** any day of the work week services as necessary. The Notice to Proceed will include property addresses, a general description of the violations at each property, a record number, and square footage or linear footage of the area in violation. Because the violating area or areas on a property in violation might not encompass the entire property, the square footage or linear footage listed on the Notice to Proceed will reflect the square footage or linear footage of the actual area on which work needs to be performed. Thus, the square or linear footage listed on the Notice to Proceed might not reflect the entire size of the lot.

B. DISPUTES OVER LOT SIZE ON THE NOTICE TO PROCEED

All determinations regarding the size of the area listed on the Notice to Proceed will be at the sole discretion of the Contract Administrator and designated Representatives. In the event the CONTRACTOR believes that the actual size of an area requiring work is GREATER than the size indicated on the Notice to Proceed, the CONTRACTOR shall promptly call the appropriate Forestry District Representative (or Property Maintenance and Compliance Manager if the Representative is unavailable) and obtain permission BEFORE completing any work. In such instances, if the CONTRACTOR fails to obtain permission from the Forestry District Representative (or Property Maintenance and Compliance Manager if the Representative is unavailable) before completing the work, the City has the right to pay the CONTRACTOR for only the number of square or linear feet listed on the Notice to Proceed.

If the CONTRACTOR finds that the actual size of an area requiring work is SMALLER than the size indicated on the Notice to Proceed, the CONTRACTOR shall complete the work and indicate on the invoice the reduced number of square or linear feet on which work was performed.

C. CONTRACTOR RESPONSE.

Upon notification by the Department of Public Works, the CONTRACTOR shall arrange for personnel and equipment as necessary to report to designated properties. **The mowing and encroachment removal operations must be completed within three (3) working days of receipt of the Notice to Proceed.** If the work is not completed within three (3) working days, the CONTRACTOR may be assessed liquidated damages and/or declared in default of the contract pursuant to Sections 12 and 13. For mowing and encroachment removal, the day following receipt of the Notice to Proceed begins the period for calculating the three (3) working days. For example, if the CONTRACTOR receives a faxed Notice to Proceed at 2pm on a Thursday, the work must be completed by the 4pm on the following Tuesday.

The snow and ice removal operation must be complete within twenty four (24) hours of receipt of the Notice to Proceed. If the work is not completed within twenty four (24) hours, the CONTRACTOR may be assessed liquidated damages and/or declared in default of the contract pursuant to Sections 12 and 13. For snow removal, the hour of receipt of the Notice to Proceed begins the period for calculating the twenty four (24) hours. For example, if the CONTRACTOR receives a faxed Notice to Proceed at 2pm on a Tuesday, the work must be completed by 2pm on Wednesday of the same week.

All Notices to Proceed for weed/tall grass removal, snow removal, and public right-of-way encroachment removal will be considered received by the CONTRACTOR at the time the respective Forestry District Office successfully sends an email with the attached Notice to Proceed.

D. CONTRACTOR SHALL NOT PERFORM CONTRACT MOWING AND ENCROACHMENT ABATEMENT OPERATIONS ON WEEKENDS OR HOLIDAYS.

Because property owners might have immediate questions for the City if they discover a contractor performing work on their property, it is important to reduce the number of instances when contract work is performed when Forestry representatives are unavailable. Accordingly, the CONTRACTOR shall not perform contract **MOWING AND ENCROACHMENT ABATEMENT** operations on weekends and City holidays. **SNOW REMOVAL** operations may be performed at any time within the timeframe specified in Section 7.C, including weekends and holidays.

8. DOCUMENTATION OF COMPLETION

Within ten (10) days of receipt of a NOTICE TO PROCEED, the CONTRACTOR shall submit to the respective Forestry District Office (1) a CONTRACTOR Invoice, (2) a completed copy of the NOTICE TO PROCEED, and (3) required photographs. Timely submittal of invoices and supporting documentation is a performance standard. **Failure to submit timely invoices and supporting documentation shall be cause for contract termination.** The specifications for providing the documentation in this section are as follows:

A. CONTRACTOR INVOICE

The CONTRACTOR shall provide the respective Forestry District Representative with an invoice containing (1) the CONTRACTOR's name, address, and phone

number, (2) an invoice number and date, (3) a list of the record numbers and corresponding addresses for each property visited on the Notice to Proceed, (4) the date each property on the Notice to Proceed was visited and whether the work was completed by CONTRACTOR or found done by owner, (5) the bid amount owed for each property, and (6) the total lump sum due. In the event that the CONTRACTOR finds work partially completed by owner, the CONTRACTOR shall indicate on the invoice the part(s) of the property where the CONTRACTOR performed work.

B. COMPLETED COPY OF THE NOTICE TO PROCEED

The CONTRACTOR shall provide the respective Forestry District Representative with a copy of the NOTICE TO PROCEED showing (1) the invoice number, (2) the date each property on the NOTICE TO PROCEED was visited, (3) whether the work was completed by the CONTRACTOR or found done by owner, (4) any parts of the property that were found done by owner, and (5) the CONTRACTOR's dated signature.

C. PHOTOGRAPHS

The CONTRACTOR shall provide the respective Forestry District Representative with **CLEARLY VISIBLE** before and after photographs of each property visited. Such photographs must meet the specifications discussed in Sections 2.B, 3.B, and 4.B. These photographs must be time and date stamped and must be labeled with (1) record number, (2) the condition of the property before and after service, and (3) property address. Any properties identified as "completed/done by Owner" (or the equivalent words) must have labeled photos showing the condition of the property at the time of the property visit. All field photos must be submitted on a flash drive in an electronic format (i.e. PDF, Word document, etc.). After the City has downloaded the pictures from the flash drive, the CONTRACTOR can pick up the flash drive for reuse. The CITY is developing a Land Management System that will support direct Contractor uploading of photographs over the Internet to a CITY site. Accordingly, the CITY reserves the right to change the required method for photograph submittals.

Before and after photographs taken for mowing abatement services must include a yardstick with seven inches (7") and twelve inches (12") clearly marked. Before and after photographs taken for encroachment abatement services must include a grade or leveling rod with fourteen feet (14') clearly marked.

9. METHOD OF PAYMENT

The CONTRACTOR shall invoice the City for each operation. The invoice must specify the address of the property serviced, date of service, the contract number and bid amount for each property as well as the lump sum due. The CONTRACTOR shall deliver the invoice to the Department of Public Works – Forestry District Office. The City shall make payment within thirty (30) working days after verification of work. The City may adjust invoices for non-performed services, services performed by others, and damages, if any, for which the CONTRACTOR is liable, whether actual or projected. The City may retain adjustments for projected damages until such time as the actual cost of the adjustment can be determined.

The City will notify the CONTRACTOR if any invoice adjustments are made for non-performed services. From April 1st through October 31st, the CONTRACTOR will have two (2) business days to review these adjustments before the invoice is processed for payment. From November 1st through March 31st, the CONTRACTOR will have four (4) business days to review adjustments.

10. MAINTENANCE OF EQUIPMENT

The CONTRACTOR shall ensure at its own expense that all trucks and equipment covered by the specifications herein are fully maintained and in good working order. The CONTRACTOR shall furnish all fuel, oil, and winter salt required, and shall be responsible for all costs incurred resulting from equipment damage, abuses, breakdown, theft, loss of contents, loss of components, loss accessories, and/or loss of attachments.

11. CONTRACT TERM

The term of the contract shall be a period of one (1) year from the effective date specified in the contract award or until a new contract is executed. The contract may be extended for three (3) additional one (1) year terms by mutual agreement between the City of Milwaukee and the CONTRACTOR.

12. PERFORMANCE

The CONTRACTOR shall perform and complete all work under the contract in a prompt and efficient manner as described above. Failure to provide prompt and efficient service will be reason for review and termination of the contract by the Commissioner. In the event the CONTRACTOR fails to perform the required work within the specified timeframe after receiving the Notice to Proceed, the City may procure the services of another CONTRACTOR to complete the work.

Contractor employees are required to be fully dressed, avoid clothing with offensive language or images, and act in a professional matter (i.e. no yelling, swearing, etc.) during performance of the contract.

13. LIQUIDATED DAMAGES

In the event the CONTRACTOR fails to execute the work with such diligence as to ensure its completion in accordance with contract specifications, the City may procure the services of another CONTRACTOR (SECONDARY) to complete the work. The CONTRACTOR and their sureties will 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, will be deducted from the CONTRACTOR'S outstanding invoices or otherwise invoiced. If, after reassignment of work, the CONTRACTOR continues to demonstrate their 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.

14. DEFAULT AND RIGHT OF CITY TO TERMINATE CONTRACT

In the event of default by the CONTRACTOR or if this contract is assigned without the written consent of the City, or if at any time the City determines that the performance of the work under this contract is being unnecessarily delayed, or that the CONTRACTOR is violating any of the conditions of this contract, or that the CONTRACTOR is executing the contract in a bad faith or otherwise not in accordance with the terms of said contract, then the Commissioner may serve written notice upon the CONTRACTOR and their surety of the City's intention to terminate this contract in forty-eight (48) hours.

If during the term of this contract or extension thereof, the CONTRACTOR or any of its duly elected officers, if a corporation, is charged in a warrant with a felony, the Commissioner acting on behalf of the City of Milwaukee reserves the right to suspend the operation of the CONTRACTOR under this contract pending the determination of such criminal action, if the Commissioner deems it necessary for the best interests of the City.

15. INSPECTION

The City reserves the right to inspect the work performed for compliance with the contract. The CONTRACTOR shall furnish all reasonable assistance required for the proper inspection of the work. Authorized representatives of the City are to remain free at all times to perform their duties. Any attempted intimidation by the CONTRACTOR or their employees will be sufficient reason, if the City so decides, to terminate the contract. Such inspection will not relieve the CONTRACTOR from any obligation to monitor performances of the work in accordance with the contract documents.

Payment may be denied if photographic evidence of the work performed is unsatisfactory to the specifications of the City, or if the photographs themselves provide an insufficient basis for determining whether the work was satisfactorily performed.

16. SUPERVISION OF WORK

The CONTRACTOR shall continuously supervise all operations of the work. The CONTRACTOR shall designate a representative in charge who shall be fully authorized to act for the CONTRACTOR and to receive orders from the Commissioner for the proper execution of the work or notices in connection therewith. At the outset of the work, the CONTRACTOR shall deliver a list of the representatives in charge and telephone numbers to the Commissioner and any subsequent changes shall be promptly reported. Representatives of the Department of Public Works Environmental Services will monitor work and verify satisfactory completion of CONTRACTOR operations.

17. INCORPORATION OF OTHER DOCUMENTS INTO THIS AGREEMENT

All the provisions of every document or regulation included with this agreement or referred to in this agreement are incorporated into this agreement as if they were contained herein.

18. LIABILITY AND INSURANCE

- 1) The 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.
- 2) The CONTRACTOR shall be responsible for and shall save the City harmless from, and defend the City against all liability for damages occasioned by contract 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.
- 3) 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 Section 17.3 (a) through (e). 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 Employers' Liability		Statutory
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 Damage	Each Occurrence	\$1,000,000
	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	\$2,000,000
	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)

For coverage's referred to in section 18.3 (b), (c), and (d), the City of Milwaukee shall be named as an additional insured.

The worker's compensation and employer's liability certificate should confirm that thirty (30) days notice of cancellation must be provided. For all other insurance coverage's referenced above, sixty (60) days notice of cancellation must be provided.

A separate certificate need not be filed if the Prime Contractor has a current certificate on file with the City of Milwaukee. It is the responsibility of the Prime Contractor to make this determination and to provide evidence of coverage if a previous certification has been filed. No Prime Contractor or Subcontractor shall perform any work under the contract after a certificate has expired or been canceled unless a new or renewal certificate is provided prior to the expiration or cancellation date of the previous certificate. The Prime Contractor shall have the responsibility of ensuring that valid certificates are on file for itself and all Subcontractors it plans to use.

19. PERMITS

The CONTRACTOR shall assume all responsibility for obtaining and paying for any certificates, permits, or other documents required by municipal, state or federal authorities, necessitated by the work performed.

20. 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. 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. 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. 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. 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:

1. Manner of performance or procedure;
2. Direction and instructions; and
3. 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. 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. SEVERABILITY

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. 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.

And the CONTRACTOR hereby guarantees and agrees to and with City that, in case the contractor shall fail to fully and completely perform this contract within the time herein limited for the performance thereof, they will pay to the City, as liquidated damages for such default, the sum of (*) dollars per day for each and every day's delay in completing this contract, after the expiration of time wherein limited for its completion.

* Liquidated Damages, see Section 13.0 in the Specifications for Removal of Weeds and Tall Grasses, Sidewalk Snow and Ice, or Public Right-Of-Way Encroachment on Private Property.

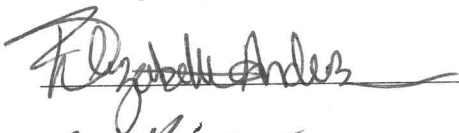
In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, handicap, national origin or ancestry, disability, lawful source of income, marital status, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories, and shall require the contractor to include a similar provision in all subcontracts. The said provision shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, lay off or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available for employees and applicants for employment notices setting forth the provisions of the non-discrimination clause.

It shall be the duty of the EQUAL RIGHTS COMMISSION to initiate or receive and investigate complaints charging violations; to make a prompt and full investigation of each such complaint; to attempt to eliminate any unlawful practice through conciliation and persuasion, and, should conciliation and persuasion fail, to request the City Attorney to commence proceedings in the appropriate Court in the name of the City.

This agreement constitutes the entire agreement between the parties relating to the subject matter contained herein. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in quadruplicate under their several seals, the day and year first above written, the name and corporate seals of each corporate party hereto affixed and this instrument duly signed by its duly authorized representative.

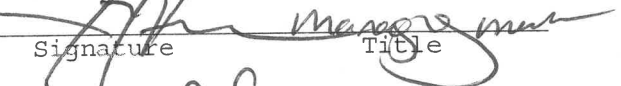
CONTRACTOR WITNESSES





THIS CONTRACT WAS
DRAFTED BY THE OFFICE
OF THE CITY ATTORNEY

ANDERSON LANDSCAPE & MAINTENANCE LLC
CONTRACTOR (Seal)
1121 CARRINGTON AVE.
SOUTH MILWAUKEE, WI 53172
Business Address

By  _____
Signature Title

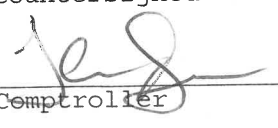
By  _____
Printed

By _____
Signature Title

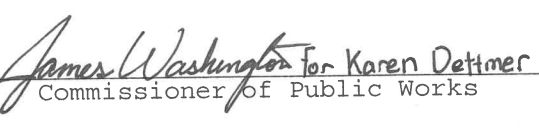
By _____
Printed

CITY OF MILWAUKEE

Countersigned


Comptroller

3/31/2022 VC

By  _____
Commissioner of Public Works

DEPARTMENT OF PUBLIC WORKS

CONTRACT NO. C545220023

March 22, 2022
(Date)

Official Notice 35-1-2022

Anderson Landscape & Maintenance LLC

Fund Number	Reserve
<u>0001</u>	<u>\$248,950.00</u>

Assessable	<u>\$</u>
Total	<u>\$248,950.00</u>

With

THE CITY OF MILWAUKEE

For

CITY-WIDE REMOVAL OF WEEDS AND TALL
GRASSES, SIDEWALK SNOW AND ICE, AND RIGHT-
OF-WAY ENCROACHMENTS FROM PRIVATE PROPERTY

Location:

City of Milwaukee

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Anderson Landscape & Maintenance, LLC

(Name of Contractor)

1121 Carrington Avenue, South Milwaukee, WI 53172

(Address of Contractor)

an Corporation, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and Old Republic Surety Company
(Name of Surety)

445 S. Moorland Road, Suite 200, Brookfield, WI 53005

(Surety)

hereinafter called Surety, are held and firmly bound unto

City of Milwaukee – DPW

(Name of Owner)

841 N. Broadway, Milwaukee, WI 53202

(Address of Owner)

hereinafter called Owner, in the penal sum of Two Hundred Forty-Eight Thousand Nine Hundred Fifty and 00/100

----- Dollars, \$ (248,950.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 22nd day of March, 2022 a copy of which is hereto attached and made a part hereof for the construction of:

City-Wide Removal of Weeds and Tall Grasses, Sidewalk Snow and Ice and Right-of-Way Encroachments from

Private Property

Contract No. C545220023, Official Notice No. 35-1-2022

NOW, THEREFORE, if the Principal shall completely, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this bond, and it does hereby waive

notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 23rd day of March, 2022.

Witnesses
[Signature]
[Signature]

By [Signature]
Anderson Landscape & Maintenance, LLC (SEAL)
Principal
John T. Anderson, Managing Member
Title

1121 Carrington Avenue, South Milwaukee, WI 53172
Address

Old Republic Surety Company
Surety

Surety Witnesses
Melissa Babrak
Linda Mengel

By [Signature]
445 S. Moorland Road, Suite 200, Brookfield, WI 53005
Surety - Contract MAILING Address
Chris Brehmer, Attorney-in-Fact



Name of Surety Contact Person Chris Brehmer and Phone Number 262-781-3714
(Please Print)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must be authorized to transact business in the State where the project is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Anderson Landscape & Maintenance, LLC
(Name of Contractor)

1121 Carrington Avenue, South Milwaukee, WI 53172
(Address of Contractor)

an Corporation, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and Old Republic Surety Company
(Name of Surety)

445 S. Moorland Road, Suite 200, Brookfield, WI 53005
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Milwaukee – DPW
(Name of Owner)

841 N. Broadway Milwaukee, WI 53202
(Address of Owner)

hereinafter called Owner, in the penal sum of Two Hundred Forty-Eight Thousand Nine Hundred Fifty and 00/100
_____ Dollars, \$ (248,950.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 22nd day of March, 20 22 a copy of which is hereto attached and made a part hereof for the construction of the following project:

City-Wide Removal of Weeds and Tall Grasses, Sidewalk Snow and Ice and Right-of-Way Encroachments from

Private Property

Contract No. C545220023, Official Notice No. 35-1-2022

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 23rd day of March, 22.

Witnesses
Elizabeth Anderson
anthe

Anderson Landscape & Maintenance, LLC (SEAL) NO
Principal
By [Signature]
John T. Anderson, Managing Member
Title

1121 Carrington Avenue, South Milwaukee, WI 53172
Address

Old Republic Surety Company
Surety

Surety Witnesses
Melissa Babrak
Linda Mengel

445 S. Moorland Road, Suite 200, Brookfield, WI 53005
Surety - Contract MAILING Address

By [Signature]
Chris Brehmer, Attorney-in-Fact



Name of Surety Contact Person Chris Brehmer and Phone Number 262-781-3714

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must be authorized to transact business in the State where the project is located.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

RANDY L. BREHMER, CYNTHIA J. BREHMER, TERENCE R. GESZVAIN, JASON A. BRAATZ, MELISSA BABIAK, CHRIS BREHMER, LINDA A. PUPP, OF BUTLER, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4TH day of FEBRUARY, 2020

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner

Assistant Secretary



Alan Paylic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 4TH day of FEBRUARY, 2020, personally came before me, Alan Paylic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say, that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2022

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-4544

Signed and sealed at the City of Brookfield, WI this 23rd day of March 2022



Karen J. Haffner

Assistant Secretary

THE BREHMER AGENCY, INC.